

CITY COUNCIL

1520 AVENUE K



DATE: 9/23/2013

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE: Brownie Troop 3465
Thomas Elementary

| 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>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>PROCLAMATION: The first White Ribbon Rally sponsored by the Collin County Council on Family Violence will be held on October 3rd</p> <p>PRESENTATION: Plano has received the 2013 Gold Leadership Circle Award from the Texas Comptroller</p> <p>PRESENTATION: Plano has received the 2013 Achievement of Excellence in Procurement Award</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><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></p> <p><u>CONSENT AGENDA</u></p> <p><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></p> | |

| ITEM NO. | EXPLANATION | ACTION TAKEN |
|----------|---|--------------|
| (a) | <p><u>Approval of Minutes</u> September 9, 2013</p> | |
| (b) | <p><u>Approval of Expenditures</u> Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> | |
| (c) | <p>Bid No. 2013-355-B for Plano-Richardson-Murphy Trail Connection Project No. 6246 to HQS Construction in the amount of \$1,092,346 and authorizing the City Manager to execute all necessary documents.</p> <p>Purchase from an Existing Contract</p> | |
| (d) | <p>To approve the purchase of Cisco Switch Software and Hardware Annual Maintenance, for one (1) year with two (2) City optional one (1) year renewals, in the estimated annual amount of \$240,044 from INX, LLC, a Presidio Company, through the Department of Information Resources contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1386)</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p> | |
| (e) | <p>To approve the terms and conditions of a Subdivision Improvement Agreement by and between the City of Plano, Texas, and TOG Development I, LLC for public improvements on Oceanview Drive and Acorn Drive/Acorn Court, associated with the construction of the Trails of Glenwood Phase IV.</p> <p>Approval of Contract Modification</p> | |
| (f) | <p>To approve and authorize Amendment No. 1 to the Distribution Pole License Agreement S0527371C that allows the City of Plano to mount Mesh Network devices on distribution poles owned by Oncor Electric Delivery Company LLC (f/k/a TXU Electric Delivery Company).</p> <p>Approval of Expenditure</p> | |
| (g) | <p>To approve the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$50,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.</p> <p>To approve the purchase of various library materials including books, compact disks and books on CD for Plano Public Library System (PPLS) in the amount of \$100,000 from Brodart through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents.</p> | |

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| (h) | To approve the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$175,000 from OverDrive, Inc., a sole source provider; and authorizing the City Manager to execute all necessary documents. | |
| (i) | To approve the purchase of various library materials including DVDs, music CDs and books on CD for Plano Public Library System (PPLS) in the amount of \$250,000 from Midwest Tape through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. | |
| (j) | To approve the purchase of library materials including books, compact disks, and books-on-CD for Plano Public Library System (PPLS) in the amount of \$500,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager to execute all necessary documents. | |
| (k) | To approve the purchase of a Motorola Radio Service Agreement from Motorola Solutions, Inc., a sole source provider for the City of Plano Digital Radio System in the estimated amount of \$485,528 and authorizing the City Manager to execute all necessary documents. | |
| | <u>Adoption of Resolutions</u> | |
| (l) | To approve the terms and conditions of an Economic Development Incentive Agreement by and between United Services Automobile Association, a Texas reciprocal inter-insurance exchange, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. | |
| (m) | To approve the terms and conditions of a Third Amendment to Office Lease by and between Granite Park III, Ltd., and the City of Plano for Granite Park Three Office Building; authorizing its execution by the City Manager; and providing an effective date. | |
| (n) | To approve the purchase of a 3,070 square foot Sidewalk and Utility easement and a 8,656 square foot Temporary Construction easement, both located at the northwest corner of Park Boulevard and Republic Drive from Boxer F2, LP., in the total amount of \$60,301 and authorizing the City Manager to execute any necessary documents; and providing an effective date. | |
| (o) | To approve the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services Grant funds in the amount of \$385,533 for the provision of various community services; authorizing its execution by the City Manager; and providing the effective date. | |
| (p) | To approve the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$195,000 and HOME Investment Partnership funds in the amount of \$319,700 for the provisions of various community services and developments; authorizing the execution by the City Manager; and providing the effective dates. | |

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| (q) | To approve the terms and conditions of agreements between the City of Plano, Texas, and various heritage preservation organizations which render services that are beneficial to the public and serve a valid public purpose in the total amount of \$768,468; authorizing the City Manager to execute such agreements with these organizations for the provision of support of heritage preservation; and providing an effective date. | |
| (r) | To extend the time limits of an exclusive period for development of a preliminary project design and the negotiation of the terms and conditions of a development agreement by and between the City of Plano, Texas and Prescott Realty Group for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager; and providing an effective date. | |
| (s) | To approve the terms and conditions of a Real Estate Contract by and between First CMC Properties, LLC and the City of Plano, Texas for purchase of property located at 1400 J Avenue, City of Plano, Collin County, Texas; authorizing its execution by the City Manager; and providing an effective date. | |
| (t) | To approve the terms and conditions of an Interlocal Cooperation Agreement by and between The University of Texas at Dallas and the City of Plano providing terms and conditions for educational services; authorizing its execution by the City Manager; and providing an effective date. | |
| (u) | To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager; and providing an effective date. | |
| (v) | To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. | |
| (w) | To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. | |

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| | <p><u>Adoption of Ordinances</u></p> | |
| (x) | <p>To abandon all right, title and interest of the City, in and to a portion of that certain 20-foot Drainage Easement within Capital One Addition, Lot 3R, Block 1, recorded in Volume 2012, Page 164, Official Public Records of Collin County, Texas and being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Capital One National Bank, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date.</p> | |
| (y) | <p>To repeal in its entirety Ordinance No. 2012-9-27, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas and enacting this new Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, establishing a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts; providing a repealer clause, a severability clause, a publication clause and an effective date.</p> | |
| (z) | <p>To amend Ordinance No. 2011-10-7 codified as Section 8-3, City Ambulance Service, of Article I, Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano to adopt increased user fees for ambulance services, and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p> | |
| (aa) | <p>To repeal Ordinance No. 2013-8-15; establishing the number of certain classifications within the Fire Department for fiscal year 2013-14; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 23, 2013; and providing a repealer clause, a severability clause and an effective date.</p> | |
| (bb) | <p>To repeal Ordinance No. 2013-3-7; establishing the number of certain classifications within the Police Department for fiscal year 2013-14; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 23, 2013; and providing a repealer clause, a severability clause and an effective date.</p> | |
| (cc) | <p>To repeal Ordinance No. 2012-10-8; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.</p> | |

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| | <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><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></p> <p><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></p> <p>(1) Public Hearing and consideration of an Ordinance of the City of Plano, Texas, to amend the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the "Parks and Recreation" Element of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) and Resolution No. 87-9-4(R); providing procedures approving the utilization of said policy statement, map, and element as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano</p> <p>(2) Consideration of a Resolution to nominate an individual for election to the Collin County Central Appraisal District Board of Directors; and providing an effective date.</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**

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|--|----------------------------------|-------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 09/23/2013 | | |
| Department: | | City Manager's Office | | |
| Department Head | | Bruce Glasscock | | |
| Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161 | | | | |
| CAPTION | | | | |
| PROCLAMATION: The first White Ribbon Rally sponsored by the Collin County Council on Family Violence will be held on October 3 rd . | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): | | | | |
| COMMENTS: | | | | |
| SUMMARY OF ITEM | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
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| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 09/23/2013 | | |
| Department: | | City Manager's Office | | |
| Department Head | | Bruce Glasscock | | |
| Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161 | | | | |
| CAPTION | | | | |
| PRESENTATION: Plano has received the 2013 Gold Leadership Circle Award from the Texas Comptroller. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): | | | | |
| COMMENTS: | | | | |
| SUMMARY OF ITEM | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
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COUNCIL AGENDA ITEM**

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| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 09/23/2013 | | |
| Department: | | City Manager's Office | | |
| Department Head | | Bruce Glasscock | | |
| Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161 | | | | |
| CAPTION | | | | |
| PRESENTATION: Plano has received the 2013 Achievement of Excellence in Procurement Award | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): | | | | |
| COMMENTS: | | | | |
| SUMMARY OF ITEM | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING AND REGULAR SESSION
September 9, 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
Alice D. Snyder, Assistant City Secretary

Mayor LaRosiliere called the meeting to order at 5:00 p.m., Monday, September 9, 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, Section 551.071; receive information regarding Economic Development, Section 551.087; 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 Regular Session at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Dr. Gene Wilkes, Pastor Emeritus of Legacy Church led the invocation and Boy Scout Troop 404 of Prince of Peace Catholic Community led the Pledge of Allegiance.

Mayor LaRosiliere presented a proclamation for the InTouch Credit Union Plano Hot Air Balloon Festival.

Mayor LaRosiliere stated that items on the Preliminary Open Meeting would be addressed at the end of the Regular Session.

COMMENTS OF PUBLIC INTEREST

Citizen Tom Juhn addressed the Council regarding a flood plain study and thanked Staff and the Council for review and subsequent change of elevation of a particular site. He responded to the Council, advising that each location should be addressed individually and spoke to other studies still in progress.

.CONSENT AGENDA

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

Approval of Minutes (Consent Agenda Item "A")

August 17, 2013
August 19, 2013
August 26, 2013
September 4, 2013

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

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. (Consent Agenda Item "B")

Approval of Contract Modification

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. (Consent Agenda Item "C")

Adoption of Resolutions

Resolution No. 2013-9-1(R): 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. (Consent Agenda Item "D")

Resolution No. 2013-9-2(R): 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. (Consent Agenda Item "E")

Resolution No. 2013-9-3(R): 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. (Consent Agenda Item “F”)

Resolution No. 2013-9-4(R): 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. (Consent Agenda Item “G”)

Resolution No. 2013-9-5(R): 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. (Consent Agenda Item “H”)

Adoption of Ordinances

Ordinance No. 2013-9-6: 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. (Consent Agenda Item “I”)

Ordinance No. 2013-9-7: 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. (Consent Agenda Item “J”)

END OF CONSENT

Ordinance No. 2013-9-8: 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.) (Regular Agenda Item “1”)

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Davidson, the Council voted 8-0 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 further to adopt Ordinance No. 2013-9-8.

Ordinance No. 2013-9-9: 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.) (Regular Agenda Item “2”)

Upon a motion made by Council Member Downs and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to approve and adopt the Community Investment Program and setting the appropriations for 2013-14; and further to adopt Ordinance No. 2013-9-9.

Ordinance No. 2013-9-10: 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.) (Regular Agenda Item “3”)

Mayor LaRosiliere made a motion stating that the property tax revenue will be increased by the adoption of a tax rate of 48.86 cents which is effectively a 2.32 percent increase in the tax rate. Council Member Miner seconded the motion and the Council voted 8-0 to approve and adopt the Tax Rate for the fiscal year beginning October 1, 2013, and terminating September 30, 2014; and further to adopt Ordinance No. 2013-9-10.

Ordinance No. 2013-9-11: 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.) (Regular Agenda Item “4”)

Mayor LaRosiliere made a motion to ratify the property tax revenue increase reflected in the budget adopted for the fiscal year October 1, 2013 and ending September 30, 2014 as a result of the City receiving more revenues from property taxes in the 2013-14 Budget. Mayor Pro Tem Smith seconded the motion and the Council voted 8-0; further adopting Ordinance No. 2013-9-11.

Public Hearing and adoption of Ordinance No. 2013-9-12 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. (Regular Agenda Item “5”)

Director of Plano Economic Development Bane spoke to statutes requiring the establishment of reinvestment zones which include a Public Hearing and to this agreement based on a ten-year abatement of 50% for an estimated \$8 million in real property improvements and \$750,000 in business personal property commencing no later than January 1, 2016.

Mayor LaRosiliere opened the Public Hearing. No one spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 136 for tax abatement and further to adopt Ordinance No. 2013-9-12.

Resolution No. 2013-9-13(R) 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. (Regular Agenda Item “6”)

Director of Plano Economic Development Bane advised that the agreement would be between the City of Plano and Rent-A-Center Texas, L.P. for a term of ten years at 50% for both real and business personal property and Rent-A-Center intends to construct at least 60,000 additional square feet of office space at their campus.

Upon a motion made by Council Member Downs and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to approve the terms and conditions of an Agreement by and between the City of Plano and Rent-A-Center Texas, L.P.; and further to adopt Resolution No. 2013-9-13(R).

Public Hearing and adoption of Ordinance No. 2013-9-14 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 (Regular Agenda Item “7”)

Development Review Manager Firgens spoke to the location, previous zoning and request from the applicant for a specific use permit which is required in the Research/Technology (R/T) district to expand the existing electrical substation facility, replace existing equipment and bring the site into compliance. Ms. Firgens stated that the applicant is proposing an eight foot tall masonry screening wall with landscaping and advised that the Planning and Zoning Commission has reviewed and recommended approval of the request as submitted.

Mayor LaRosiliere opened the Public Hearing. Mark Housewright with Masterplan Consulting representing Oncor Electric Delivery Company spoke to the expansion/location, the needed supply of energy, and no residential adjacency to the substation. He spoke to working with staff on landscaping and masonry wall screening and responded to the Council, advising that capacity would be doubled. Michael Baldwin, Oncor Area Manager, responded to the Council, advising that this substation would provide additional resources for the R/T district and that while the grid is interconnected, services are basically for Plano. No one else spoke for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Miner and seconded by Council Member Davidson, the Council voted 8-0 to grant 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; as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2013-14; and further to adopt Ordinance No. 2013-9 14.

Mayor LaRosiliere stated the Council would now convene into the Preliminary Open meeting and he and the Council thanked Development Review Manager Firgens for her service to the City.

Consideration and action resulting from Executive Session discussion: Personnel – Collin County Appraisal District Reappointment

Mayor LaRosiliere stated that a resolution nominating a representative to the Collin County Appraisal District will be on the September 23 agenda.

End of Session Legislative Update

Director of Policy and Government Relations Israelson briefed the Council on the 83rd Legislative Session as well as the three special sessions. Mr. Israelson reviewed legislative representatives of the City, the over 6,000 bills filed (a four percent decline than the previous legislative session), 1,700 bills identified by TML as being city-related and a little over 1,100 bills that were reviewed and monitored by City Staff. He spoke of TML being utilized as the initial screener for all City bills, the use of software to monitor, respond and track bills, and the City's legislative program. He spoke to the City's support of a regional transportation funding option, a state water plan encouraging conservation, economic development bills that do not create a disadvantage to DART cities, revision or removal of mandatory property tax rate adoption language, and the timely relocation of utility facilities.

Mr. Israelson spoke to endorsing legislation programs with key partners (except as they conflict with a City of Plano position) and endorsing legislation creating local option for underground utilities and a change in the use of PEG (Public Educational and Government) fees, allowing use for operational expenses associated with running a cable television channel. He stated the City opposed legislation that would erode or diminish local control over operations, resources, pensions, revenue from red light cameras, placement of electronic billboards, and the expansion of collective bargaining rights. He spoke to opposition of bills that would restrict Plano's authority as a home rule city and impose any unfunded duty, responsibility or standard on local government.

Mr. Israelson spoke to the major issues in the 83rd regular session including bills related to water, advising that included on the November ballot is a constitutional amendment to fund the water plan from the rainy day fund. He responded to Deputy Mayor Pro Tem Harris, advising that there are no local projects that would be directly funded, but that passage may reduce City contributions. He also spoke to 2nd Amendment rights, fiscal transparency, cottage food & farmers market industries, tax exemptions for disabled veterans/spouses, transportation funding and education and advised that there may be a 4th special session regarding education after the beginning of the new year. Mr. Israelson spoke to key issues addressed during special sessions: filibuster with Wendy Davis (1st Special Session); passage of a Women's Health bill (2nd Special Session); and passage of a transportation bill (3rd Special Session). He advised that TxDOT estimates an additional need of \$4 billion to properly fund and maintain the transportation system.

Mr. Israelson stressed the need for communications with legislative staff between sessions and responded to the Council, advising that there will be little impact from unfunded mandates and spoke to TxDOT consideration of returning maintenance of some state roads to City authority and Plano's position that Preston Road should be considered a "highway" and thus excluded. Mayor LaRosiliere thanked Mr. Israelson for his report.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Items

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 7:49 p.m. advising that the Council would resume the Executive Session in Training Room A and close the meeting in that location following the session.

Harry LaRosiliere, MAYOR

ATTEST

Alice D. Snyder, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

| CITY SECRETARY'S USE ONLY | |
|--|----------------------|
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | |
| Council Meeting Date: | 9/23/13 |
| Department: | Parks and Recreation |
| Department Head | Amy Fortenberry |
| Agenda Coordinator (include phone #): Susan Berger (7255) | |

CAPTION

Award of Bid No. 2013-355-B for Plano-Richardson-Murphy Trail Connection Project No. 6246 to HQS Construction in the amount of \$1,092,346 and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

| FISCAL YEAR: 2012-13 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|-----------------------------|--------------------------|-----------------|-----------------|-------------------|
| Budget | 27,937 | 2,222,000 | 1,750,000 | 3,999,937 |
| Encumbered/Expended Amount | -27,937 | -701,695 | 0 | -729,632 |
| This Item | 0 | -1,092,346 | 0 | -1,092,346 |
| BALANCE | 0 | 427,959 | 1,750,000 | 2,177,959 |

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2012-13 Park Improvement CIP. This item, in the amount of \$1,092,346, will leave a current year balance of \$427,959 for the 09 Trail Connections project.

STRATEGIC PLAN GOAL: Constructing trail and other recreational and drainage improvements relates to the City's goals of Great Neighborhoods -1st Choice to Live.

SUMMARY OF ITEM

Staff recommends the bid received from HQS Construction in the amount of \$1,092,346 be accepted as the lowest responsible bid for the Plano-Richardson-Murphy Trail Connection Project No. 6246 conditioned upon the timely execution of all necessary documents.

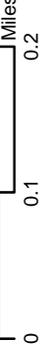
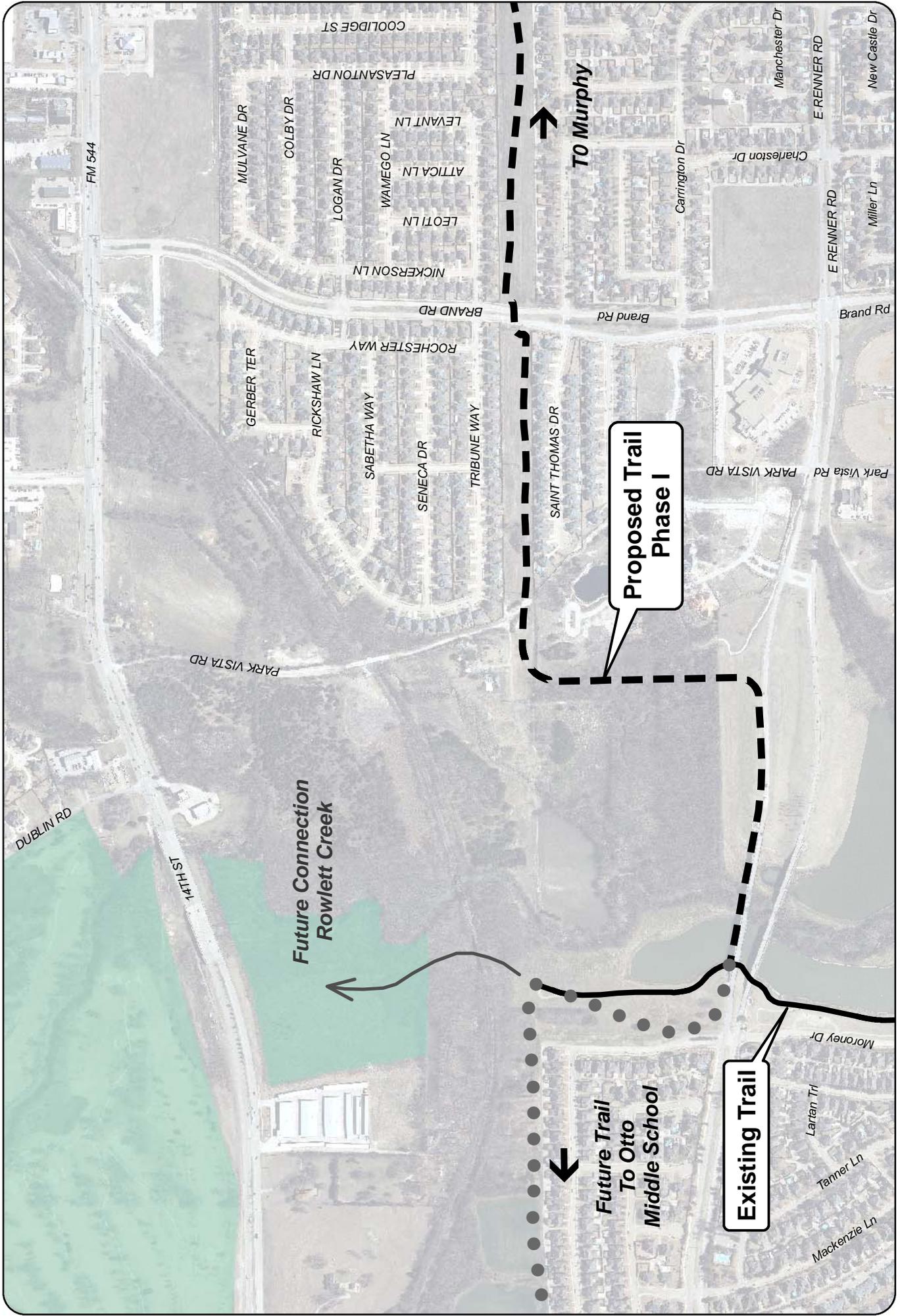
This project involves the construction of concrete recreational trail, retaining walls, drainage improvements, safety railing, and erosion control structures. This project provides a trail connection through Plano to Murphy Road and Breckinridge Park.

In the event the low bidder cannot execute the contract documents, staff recommends that the project be awarded to the second low bidder, RoeschCO Construction in the amount of \$1,119,160.



CITY OF PLANO COUNCIL AGENDA ITEM

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



**Plano - Richardson - Murphy Trail Connection
Phase I Project # 6246**



CITY OF PLANO

BID NO. 2013-355-B
Plano-Richardson-Murphy Trail Connection Project No 6246
BID RECAP

Bid opening Date/Time: August 26, 2013 @ 2:00 pm

Number of Vendors Notified: 3296

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 7

| | |
|--------------------------|----------------|
| HQS Construction | \$1,092,346.00 |
| RoeschCO Construction | \$1,119,160.00 |
| Urban Construction Group | \$1,137,127.00 |
| Ratliff Hardscape | \$1,158,647.00 |
| Cole Construction, Inc. | \$1,278,000.00 |
| Northrock Construction | \$1,337,628.00 |
| 2CMD, Inc. | \$1,414,316.00 |

Recommended Vendors:

| | |
|------------------|----------------|
| HQS Construction | \$1,092,346.00 |
|------------------|----------------|

Nicole Griffin

Nicole Griffin
Buyer II

August 28, 2013

Date



CITY OF PLANO COUNCIL AGENDA ITEM

| CITY SECRETARY'S USE ONLY | |
|--|---------------------|
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | |
| Council Meeting Date: | 9/23/2013 |
| Department: | Technology Services |
| Department Head | David Stephens |
| Agenda Coordinator (include phone #): Dianna Wike x7549 | |

CAPTION

To approve the purchase of Cisco Switch Software and Hardware Annual Maintenance, for one year with two City optional one year renewals, in the estimated annual amount of \$240,044 from INX, LLC a Presidio Company through the Department of Information Resources contract and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1386)

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

| FISCAL YEAR: | 2013-14, 2014-15, 2015-16 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|----------------------------|---------------------------|--------------------------|--------------|--------------|-----------------|
| Budget | | 0 | 0 | 720,132 | 720,132 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 0 | -720,132 | -720,132 |
| BALANCE | | 0 | 0 | 0 | 0 |

FUND(S): TECHNOLOGY SERVICES FUND

COMMENTS: Funds are included in the 2013-14 Technology Services budget for annual software and hardware maintenance and support on identified Cisco devices. Expenditures will be made in the Technology Services budget based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2013-14 is not to exceed \$240,044. The estimated future amount is \$480,088 (or \$240,044 for each of the two (2) additional years of the contract, 2014-15 and 2015-16), subject to funding and budget appropriations in future years.

STRATEGIC PLAN GOAL: Network switch and other infrastructure maintenance support services relate to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends approval of the purchase of Cisco Switch Software and Hardware Maintenance, for one year with two City optional one year renewals, in the estimated annual amount of \$240,044, from INX, LLC, a Presidio Company, utilizing their Department of Information Resources contract. This maintenance is for Cisco devices that comprise the backbone of our network and the switches that provide connectivity for our PC's and Servers. Without this 7 x 24 coverage with 4 hour response time maintenance, Technology Services may not be able to provide adequate support to the users of our network systems. If we were not able to provide replacement parts or software patches in a timely manner, there would be an impact to operations in other departments. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local



CITY OF PLANO COUNCIL AGENDA ITEM

governments to seek competitive bids for items. (DIR-SDD-1386).

List of Supporting Documents:
Memorandum

Other Departments, Boards, Commissions or Agencies



Memorandum

Date: 9/12/2013

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: David Stephens, Director Technology Services

RE: Cisco switch software and hardware maintenance

We propose purchasing Cisco switch software and hardware maintenance from INX, LLC a Presidio Company. They are an authorized Cisco reseller on the State of Texas Department of Information Resources contract DIR-SDD-1386. INX's proposal was the most cost effective from three proposals that were received and that allowed for yearly renewals.

This Cisco switch software and hardware maintenance contract will allow the City of Plano to obtain software and hardware maintenance on identified Cisco devices that comprise the backbone of our network and the switches that provide connectivity for our PC's and servers. Without this maintenance contract, which provides a 7x24 coverage and a 4 hour response for our Cisco hardware and software, Technology Services may not be able to provide adequate support to the users of our network systems. If we were not able to provide replacement parts or software patches in a timely manner, there would be an impact to operations in other departments.

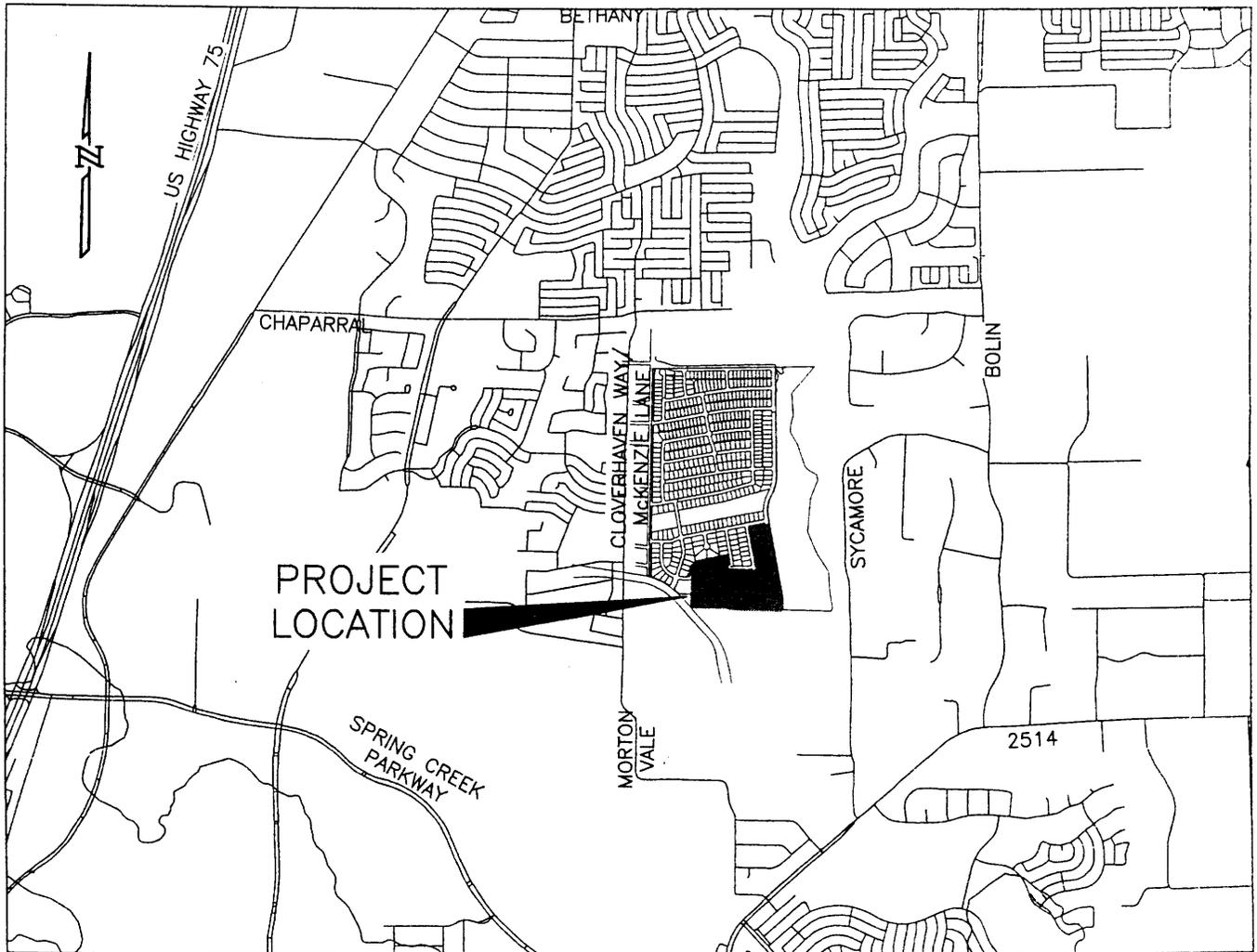
This contract would be in the estimated annual amount of \$240,043.82 for FY 2013-14, and allow for two additional one year renewals at the same rate. The initial term of this contract would be effective November 1, 2013 to October 31, 2014. The optional renewals for FY 2014-15 and FY 2015-16 would each also be \$240,043.82 and would provide support until October 31, 2016.



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|---|-------------------------|--|----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | 09/23/13 | | | |
| Department: | Engineering | | | |
| Department Head | Gerald Cosgrove | | | |
| Project | Trails of Glenwood Phase IV Project #5602-4 | | | |
| Agenda Coordinator (include phone #): Kathleen Schonne X-7198 | | | | |
| CAPTION | | | | |
| To approve the terms and conditions of a Subdivision Improvement Agreement by and between the City of Plano, Texas, and TOG Development I, LLC, for public improvements on Oceanview Drive and Acorn Drive/Acorn Court, associated with the construction of the Trails of Glenwood Phase IV. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 450,000 | 450,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | -58,783 | -58,783 |
| BALANCE | 0 | 0 | 391,217 | 391,217 |
| FUND(S): STREET IMPROVEMENT CIP | | | | |
| COMMENTS: Funds will be carried forward from the 2012-13 CIP to the 2013-14 Street Improvement CIP. This item, in the amount of \$58,783 is anticipated to leave a balance of \$391,217 for Park Streets projects in the 2013-14 CIP. | | | | |
| STRATEGIC PLAN GOAL: Encouraging developers to expand street size by reimbursing a portion of street improvements associated with subdivision development relates to the City's Goal of great Neighborhoods – 1 st Choice to Live. | | | | |
| SUMMARY OF ITEM | | | | |
| The Subdivision Improvement Agreement provides for the City to reimburse TOG Development I, LLC, \$58,783 for oversized costs associated with the construction of Oceanview Drive and Acorn Drive/Acorn Court, adjacent to City park land. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Subdivision Improvement Agreement Location Map | | | | |

LOCATION MAP
TRAILS OF GLENWOOD PH. IV



SUBDIVISION IMPROVEMENT AGREEMENT
OVERSIZE IMPROVEMENTS

This agreement (the "Agreement") is made and entered into by and between the **City of Plano, Texas**, a Home Rule Municipal Corporation (the "City") and **TOG Development I, LLC, a Texas Limited Liability Company**, (the "Developer"), for the estimated oversize public improvement participation in the amount of **FIFTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY THREE DOLLARS AND EIGHTEEN CENTS (\$58,783.18)**, as shown on Exhibit "A" attached hereto.

WHEREAS, the Developer is the owner of certain real property which is proposed to be developed as a subdivision, **Trails of Glenwood Phase IV**, located in the City of Plano, Collin County, Texas, (the "Subdivision") more particularly described on Exhibit "B" attached hereto; and

WHEREAS, the parties have entered into this Agreement for the purpose of the City providing reimbursement to the Developer for a portion of the costs of the oversizing of the public improvements required for the development of the Property as provided in Article VI of the City's Subdivision Ordinance No. 98-9-5, as amended;

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

This Agreement calls for the Developer to construct and complete certain public improvements on the real property described in Exhibit "B" and for the City to reimburse the Developer for a portion of the costs of construction and completion as provided in Article III, *infra*. The public improvements for which the City will provide partial reimbursement to the Developer are called "Oversize Improvements," and the cost reimbursements are described in Exhibit "A." The public improvements for which the Developer shall incur all costs of construction and completion (without City reimbursement) are called "Basic Improvements." The Oversize Improvements and Basic Improvements are collectively called the "Public Improvements," and are set forth in Exhibit "C" attached hereto.

Developer shall construct (or cause to be constructed) the Public Improvements in accordance with the City's Standard Specifications for Public Works

Construction ("Standard Specifications"), which are made a part hereof by reference, and Developer's Engineering Plans approved by the City. Developer further agrees to construct all Public Improvements in accordance with all applicable City ordinances and regulations.

1.02. Contracting Requirements

The Developer shall submit to the City the total bid for the Public Improvements plus unit price bids. If, in the City's sole opinion, the bid amounts exceed prices normally bid for such Public Improvements, the City may, in its sole discretion, require the Developer to seek additional bids. It is understood that when requesting bids, the Developer must require bidders to separate their bid into unit prices. If, in the City's sole opinion, the bid is not sufficiently detailed, the City may require that the Developer have the bidder revise its bid to add such details. Before the Developer enters into a construction contract for the Public Improvements, all construction documents shall be submitted to the City for written approval, which approval shall not be unreasonably withheld. The construction contract documents shall provide that the City is a third party beneficiary by containing the following language:

"It is hereby agreed that this contract shall be incorporated and made a part of that certain Subdivision Improvement Agreement between the City of Plano and **TOG Development I, LLC**, ("the Developer"), **Contract No. 5602-4** (the "Subdivision Improvement Agreement"), which Subdivision Improvement Agreement is incorporated herein by reference. The Contractor agrees that the City of Plano shall be a third party beneficiary under this Agreement. The Contractor agrees that the City will not be responsible for any of Contractor's fees or other monies due under this Agreement, but that it will look solely to the Developer for payment of any such monies or fees."

Once such construction contract documents are approved by the City, the Developer will not amend or change them without prior written approval by the City, which approval shall not be unreasonably withheld.

1.03. Inspection

The City's Public Works Director or his designee may periodically inspect the construction of the Public Improvements for conformance with this Agreement and the Standard Specifications and Engineering Plans.

1.04. Insurance

The Developer shall require all contractors or subcontractors performing any portion of the work to construct or complete the Public Improvements to meet the

insurance requirements in 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

1.05. Accounting

The Developer shall submit to the City a complete accounting of all costs incurred by the Developer in the construction of the Public Improvements. City will not be required to contribute or pay for any costs incurred by the Developer which were not approved by City in writing prior to it being incurred. Developer shall maintain the records of accounting on this project for a period of two (2) years from the date of acceptance of the Public Improvements by the City, and the Developer shall allow the City to inspect the Developer's books and records related to the project at any time with reasonable notice from the City to the Developer.

1.06. Agreed Benefit and Rough Proportionality

The Parties to the Agreement agree that the Public Improvements to be constructed in accordance with this Agreement substantially advance a legitimate governmental interest by providing improved access to new development and expanding infrastructure capacity to accommodate new development, including the Subdivision. Developer also agrees that its share of the cost of the Public Improvements to be constructed under this Agreement is fair and equitable and is roughly proportional to the impact that the Subdivision will have on the City's roads and other infrastructure. **DEVELOPER ALSO AGREES TO RELEASE, IDEMNIFY AND HOLD THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY CONSTITUTIONAL, STATUORY, OR COMMON LAW CLAIMS, LIABILITY OR DAMAGES ASSOCIATED WITH AN EXACTION CLAIM ARISING OUT OF THIS AGREEMENT.**

1.07. INDEMNITY

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

DEVELOPER 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 DEVELOPERS'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPERS'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY 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.
WARRANTIES AND REMEDIES

2.01. Warranty

The Developer expressly warrants that the Public Improvements shall be constructed in substantial compliance with the Standard Specifications and Engineering Plans and free from all defects. Developer shall indemnify the City from all expenses and liability incurred by the City as a direct and proximate cause of such defects. This warranty and indemnity shall extend for a period of one (1) year after the acceptance of the dedication of the Public Improvements, or if such Public Improvements are accepted separately, one (1) year after acceptance of the dedication of the last completed Public Improvement. The warranty and indemnity expressly includes any amounts that exceed any cash escrow retainage amount held by the City pursuant to Article V, *infra*.

2.02. Remedy

The Developer shall remedy all deficiencies in the construction, completion and maintenance of the Public Improvements within twenty (20) days of written notice to Developer from the City that a deficiency exists. If the deficiency is of the type that will require additional time in which to remedy, the Developer shall specify in writing to the City within said twenty (20) day period the particular reasons why such remedies cannot be completed in said twenty (20) day period. If, in the City's reasonable opinion, such reasons for delay are substantiated, the City may grant the Developer 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.

2.03. Failure of Developer to Remedy Deficiency

If the Developer 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 Developer shall reimburse the City within thirty (30) days of written invoice by the City to Developer for the actual costs to correct the deficiencies;
- (b) Complete the repair work with its own crews for which the Developer shall reimburse the City within thirty (30) days of written invoice by the City to Developer for the actual costs to correct the deficiencies;
- (c) Use the Security tendered by Developer and discussed in Article V, *infra*, to pay for completion or repair of the Public Improvements in conformance with this Agreement.

- (d) Exercise any other available remedy at law or in equity.

ARTICLE III.
REIMBURSEMENT FOR
OVERSIZE IMPROVEMENTS

The City shall pay the Developer the construction costs for the Oversize Improvement portion of the Public Improvements in an amount not to exceed fifty eight thousand seven hundred eighty-three and 18/100 dollars (\$58, 783.18), as identified and described in Exhibit "A". The amount, manner, and time of reimbursement for the Oversize Improvements shall be strictly governed by Article VI of the City's Subdivision Ordinance, a copy of which can be found on the City of Plano website or in the City of Plano Engineering department office. The term "costs for oversizing the public improvements," includes actual costs of construction of the Oversize Improvements in accordance with the Standard Specifications and engineering plans and the construction contract approved in advance by the City, and includes engineering fees not to exceed six (6) percent of such costs. The costs of the Oversize Improvements specifically exclude costs to acquire right-of-way, real property, or other incidental costs. Any additional costs or modification to costs other than those described in Exhibit "A" shall be approved by the City in writing or shall be denied payment.

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) Developer is not in default;
- (b) The assignment is to a new owner and developer of the Property;
- (c) Developer provides the City with written evidence satisfactory to the City Attorney or his/her designee that the new owner is the record owner of the Property; and
- (d) Developer 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 Developer 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.
SECURITY

In order to guarantee completion of the Public Improvements and the satisfactory performance of terms incorporated into this Agreement, the Developer shall deliver to the City one of the following no later than ten (10) days after the award of a construction contract and before commencement of the construction of the Public Improvements:

- (a) Performance Bond. A performance bond and a payment bond from the Contractor performing the work in the penal sum of one hundred percent (100%) of the cost to complete the Public Improvements shall be tendered to the City to insure the completion of the Public Improvements. The bonds shall be in form and substance identical to the bond forms attached hereto as Exhibit "D," and are made a part hereto by reference (the "Performance Bond" and "Payment Bond" respectively; collectively called the "Bonds," unless changes are approved in writing by the City, which approval shall not be unreasonably withheld. The Bonds shall be signed by a corporate Surety (or Sureties) authorized to do business in the State of Texas, and shall be signed by the Contractor performing the work as principal. The City shall be named as a co-obligee in the Bonds. A power of attorney shall be attached to the Bonds evidencing that the agent signing the Bonds has authority to sign the Bonds on behalf of the Surety. The Performance Bond shall additionally insure that the Public Improvements shall be free of defects for the warranty period set specified in Article II, *supra*; or

- (b) Irrevocable Letter of Credit. An irrevocable letter for credit in the sum of one hundred percent (100%) of the cost to complete the Public Improvements shall be tendered to the City to insure the completion of the Public Improvements. The letter shall be in form and substance identical to the letter attached hereto as Exhibit "E" and is made a part hereto by reference (the "Letter of Credit."), unless changes are approved in writing by the City, which approval shall not be unreasonably withheld. The Letter of Credit shall be issued by a local bank approved in advance by the City, which approval shall not be unreasonably withheld. The Letter of Credit shall be payable at sight to the City upon presentation of the City's written statement that Developer is in default or that the City is otherwise entitled to draw down on the Letter of Credit; such certification shall be conclusive to allow the City to draw the proceeds of the Letter of Credit. In no event shall the City be required to prove to the issuer that the Developer is actually in default or to specify grounds of default in order to draw the Letter of Credit proceeds. The Letter of Credit is intended to be security for the faithful completion of the Public Improvements and to insure that the Public Improvements shall be free of defects for the warranty period specified in Article II, *supra*; or

- (c) Cash Escrow. The cash sum in an amount equal to one hundred percent (100%) of the cost to complete the Public Improvements shall be tendered to

the City (the "Cash Escrow"). The Cash Escrow is intended to be security, in lieu of the Bonds or Letter of Credit, for the completion of the Public Improvements and to insure against defects for the warranty period specified in Article II, *supra*. Upon completion of the Public Improvements and final acceptance thereof by the City, the City shall release to the developer ninety percent (90%) of the cash escrow. The remaining amount shall be held until the expiration of the warranty period specified in Article II, *supra*, to ensure against defects during the warranty period.

ARTICLE VI.
MISCELLANEOUS PROVISIONS

6.01. Entire Agreement

This Agreement contains the entire agreement between the City and the Developer, 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.

6.02. Notices

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

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

TOG Development I, LLC
15455 Dallas Parkway, Suite 1000
Addison, TX 79001

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.

6.03. 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 Developer 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.

6.04. 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.

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

This Agreement shall be binding upon the successors and assigns of the Developer 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.

6.06. 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.

6.07. 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.

6.08. No Waiver of Governmental Immunity

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

6.09. Developer's Authority

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

6.10. Benefits Inure to the Parties

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

6.11 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

DEVELOPER:

**TOG Development I, LLC
A Texas Limited Liability Company**

By: _____
Stephen H. Brooks, President

By: _____
Randall Van Wolfswinkel, President

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 DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **Stephen H. Brooks, President of TOG Development I, LLC**, a Texas Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **Randall Van Wolfswinkel, President of TOG Development I, LLC**, a Texas Limited Liability Company, on behalf of said limited liability company.

Notary Public, State of Texas

EXHIBIT "A"

| | | | | | |
|---------------|------------------------------|--------------|-----------|--------------|-----|
| PROJECT NAME: | The Trails of Glenwood, Ph 4 | NET ACRES: | | NO. OF LOTS: | 76 |
| CITY: | Plano, Texas | GROSS ACRES: | | CREATED BY: | JMS |
| JOB NUMBER: | WFXK1704 | CREATED: | 11-Jun-13 | CHECKED BY: | |
| FILE NAME: | TOG 4_SIA_Cost_6-11-13 | PRINTED: | 09-Jul-13 | REVISED BY: | |

Owner / Developer : TOG DEVELOPMENT I, LLC

| OCEANVIEW DRIVE | | | | |
|--|------------|----------------------|-------------|--------------------|
| DESCRIPTION | UNIT | APPROXIMATE QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| 18" R.C.P. | LF | 10 | \$29.00 | \$290.00 |
| 48" R.C.P. | LF | 10 | \$96.00 | \$960.00 |
| 5" 3,600 psi REINF. CONCRETE STREET PVMT | SY | 1,064 | \$22.07 | \$23,482.48 |
| 6" STREET SUBGRADE PREPARATION | SY | 1,064 | \$2.18 | \$2,319.52 |
| HYDRATED LIME (27#/SY) | TON | 17 | \$145.25 | \$2,469.25 |
| INSPECTION FEE | PERCENTAGE | 4.0% | \$29,521.25 | \$1,180.85 |
| ENGINEERING AND CONSTRUCTION STAKING | PERCENTAGE | 6.0% | \$29,521.25 | \$1,771.28 |
| TOTAL | | | | \$32,473.38 |

| ACORN DRIVE / ACORN COURT | | | | |
|--|------------|----------------------|-------------|--------------------|
| DESCRIPTION | UNIT | APPROXIMATE QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| 24" R.C.P. | LF | 10 | \$35.00 | \$350.00 |
| 5" 3,600 psi REINF. CONCRETE STREET PVMT | SY | 900 | \$22.07 | \$19,863.00 |
| 6" STREET SUBGRADE PREPARATION | SY | 900 | \$2.18 | \$1,962.00 |
| HYDRATED LIME (27#/SY) | TON | 12 | \$145.25 | \$1,743.00 |
| INSPECTION FEE | PERCENTAGE | 4.0% | \$23,918.00 | \$956.72 |
| ENGINEERING AND CONSTRUCTION STAKING | PERCENTAGE | 6.0% | \$23,918.00 | \$1,435.08 |
| TOTAL | | | | \$26,309.80 |

SUMMARY

| | |
|---------------------------|--------------------|
| OCEANVIEW DRIVE | \$32,473.38 |
| ACORN DRIVE / ACORN COURT | \$26,309.80 |

TOTAL COSTS: \$58,783.18

EXHIBIT "B"

Plat is available in the Engineering Department

EXHIBIT "C"

| | | | | | |
|---------------|------------------------------|--------------|-----------|--------------|-----|
| PROJECT NAME: | The Trails of Glenwood, Ph 4 | NET ACRES: | | NO. OF LOTS: | 76 |
| CITY: | Plano, Texas | GROSS ACRES: | | CREATED BY: | JMS |
| JOB NUMBER: | WFXK1704 | CREATED: | 11-Jun-13 | CHECKED BY: | |
| FILE NAME: | TOG 4_SIA_Cost_6-11-13 | PRINTED: | 09-Jul-13 | REVISED BY: | |

Owner / Developer : TOG DEVELOPMENT I, LLC

| OCEANVIEW DRIVE | | | | |
|---|------------|----------------------|--------------|---------------------|
| DESCRIPTION | UNIT | APPROXIMATE QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| 18" R.C.P. | LF | 51 | \$29.00 | \$1,479.00 |
| 24" R.C.P. | LF | 54 | \$35.00 | \$1,890.00 |
| 39" R.C.P. | LF | 12 | \$67.50 | \$810.00 |
| 48" R.C.P. | LF | 46 | \$96.00 | \$4,416.00 |
| 8' INLET | EA | 2 | \$2,475.00 | \$4,950.00 |
| 12' INLET | EA | 2 | \$3,110.00 | \$6,220.00 |
| INLET PROTECTION | EA | 4 | \$110.00 | \$440.00 |
| TYPE B 48" HEADWALL | EA | 1 | \$4,950.00 | \$4,950.00 |
| 24" ROCK RIP-RAP | SY | 61 | \$82.50 | \$5,032.50 |
| TRENCH SAFETY | LF | 163 | \$0.05 | \$8.15 |
| 5" REINF. CONCRETE STREET PVMT (3600 psi) | SY | 4,038 | \$22.07 | \$89,118.66 |
| 6" SUBGRADE PREPARATION | SY | 4,261 | \$2.18 | \$9,288.98 |
| HYDRATED LIME (27#/SY) | TON | 58 | \$145.25 | \$8,424.50 |
| REMOVE STREET BARRICADE | EA | 1 | \$107.00 | \$107.00 |
| INSPECTION FEE | PERCENTAGE | 4.0% | \$137,134.79 | \$5,485.39 |
| TOTAL | | | | \$142,620.18 |

| ACORN DRIVE / ACORN COURT | | | | |
|---|------|----------------------|------------|--------------|
| DESCRIPTION | UNIT | APPROXIMATE QUANTITY | UNIT PRICE | TOTAL AMOUNT |
| 24" R.C.P. | LF | 341 | \$35.00 | \$11,935.00 |
| 10' INLET | EA | 2 | \$2,750.00 | \$5,500.00 |
| 14' INLET | EA | 1 | \$3,575.00 | \$3,575.00 |
| INLET PROTECTION | EA | 3 | \$110.00 | \$330.00 |
| TYPE B 24" HEADWALL | EA | 1 | \$3,000.00 | \$3,000.00 |
| 24" ROCK RIP-RAP | SY | 22 | \$82.50 | \$1,815.00 |
| TRENCH SAFETY | LF | 341 | \$0.05 | \$17.05 |
| 5" REINF. CONCRETE STREET PVMT (3600 psi) | SY | 3,797 | \$22.07 | \$83,799.79 |

| | | | | |
|-------------------------|------------|-------|--------------|---------------------|
| 6" SUBGRADE PREPARATION | SY | 3,998 | \$2.18 | \$8,715.64 |
| HYDRATED LIME (27#/SY) | TON | 54 | \$145.25 | \$7,843.50 |
| BARRIER FREE RAMPS | EA | 2 | \$965.47 | \$1,930.94 |
| INSPECTION FEE | PERCENTAGE | 4.0% | \$128,461.92 | \$5,138.48 |
| TOTAL | | | | \$133,600.40 |

SUMMARY

| | |
|---------------------------|---------------------|
| OCEANVIEW DRIVE | \$142,620.18 |
| ACORN DRIVE / ACORN COURT | \$133,600.40 |

TOTAL COSTS: \$276,220.58

date of final completion and final acceptance of the public improvements constructed under the Contract, 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.

EXHIBIT "D"

PAYMENT BOND

STATE OF TEXAS §
§
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, 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, as Surety, are held and firmly bound unto the **CITY OF PLANO**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to 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 Contract with the City of Plano, the Owner, dated on or about the _____ day of _____, A.D. 20____, which is made a part hereof by reference, for the _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in said Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, 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 Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings,

etc., 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 to be performed thereunder.

This Bond is given pursuant to the provisions of 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 Article 3503.003.

IN WITNESS WHEREOF, this instrument is executed in _____ copies, each one of which shall be deemed an original, this, the _____ day of _____, 20__.

PRINCIPAL: _____

BY: _____
Name

ATTEST:

TITLE: _____

SURETY: _____

BY: _____
Name

ATTEST:

TITLE: _____

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

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

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

NOTE: Date on Page 4 of Payment Bond must be **same date as Contract**. Date on Page 5 of Payment Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

EXHIBIT "E"

IRREVOCABLE LETTER OF CREDIT
(Letterhead of Bank)

_____ , _____

City of Plano, Texas
1520 K Avenue
P.O. Box 860358
Plano, Texas 75086-0358

Gentlemen:

By order of our client, _____, we hereby open our clean Irrevocable Letter of Credit No. _____, in your favor for an amount not to exceed the aggregate of U.S. \$ _____ (_____ U.S. Dollars), effective immediately and expiring at our offices on _____, _____, relative to our client's Contract No. _____ entitled Subdivision Improvement Agreement.

Funds under this Letter of Credit are available against your sight draft or drafts on us, mentioning thereon our Credit No. _____. Each such draft must be accompanied by your signed written statement to the effect that _____ has failed to comply with the terms and conditions of the above-mentioned Contract. Said written statement shall be sufficient if signed by any one of the following representatives of the city of Plano: City Manager, an Executive Director, City Engineer or Finance Director. The above-mentioned written statement shall be sufficient and conclusive and you will not be required to specify the nature or grounds of noncompliance with or default of the above-mentioned Contract.

The amount of this Letter of Credit may be reduced at the sole option of the City of Plano upon our receipt of a written statement signed by any one of the above representatives of the City of Plano specifying the amount of the reduction.

If we receive your sight draft or drafts and statement or statements as mentioned above, here at our _____ office, on or before the expiration date of this Letter of Credit, we will promptly honor the same.

NAME OF BANK

BY: _____
Name: _____
Title: _____



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|----------------------------------|-------------------------|--|----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/2013 | | |
| Department: | | Technology Services | | |
| Department Head | | David Stephens | | |
| Agenda Coordinator (include phone #): Dianna Wike x7549 | | | | |
| CAPTION | | | | |
| To approve and authorize Amendment No.1 to the Distribution Pole License Agreement S0527371C that allows the City of Plano to mount Mesh Network devices on distribution poles owned by Oncor Electric Delivery Company LLC, (f/k/a TXU Electric Delivery Company). This Amendment No. 1 will provide for updated definitions, and insurance requirements, and provide terms concerning transfers. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2012-13 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 940,461 | 0 | 940,461 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 940,461 | 0 | 940,461 |
| FUND(s): TECHNOLOGY IMPROVEMENTS CIP | | | | |
| COMMENTS: This item contains a modification that allows Oncor to invoice the City of Plano \$75.00 when it transfers MotoMesh equipment to a new or existing pole. It is anticipated that these transfers will be minimal and absorbed into the existing MotoMesh Wireless project budget. STRATEGIC GOAL: Modifying the existing agreement concerning Plano's MotoMesh Network for the benefit of the City of Plano and Oncor relates to the City's Goals of "Safe Large City" and "Partnering for Community Benefit". | | | | |
| SUMMARY OF ITEM | | | | |
| Technology Services recommends approval of Amendment No. 1 to the Distribution Pole License Agreement owned by Oncor Electric Delivery Company LLC (f/k/a TXU Electric Delivery Company), that allows the City of Plano to mount Mesh Network devices on distribution poles. This Amendment No. 1 is required to provide for updated definitions, and insurance requirements, and provide terms concerning transfers. | | | | |
| List of Supporting Documents: Memorandum, Amendment No. 1 | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |



Memorandum

Date: August 29, 2013

To: Diane Palmer-Boeck, Purchasing Manager

From: David Stephens, Director Technology Services

Subject: Amendment No. 1 to Distribution Pole License Agreement S0527371C with Oncor Electric Delivery Company LLC (f/k/a TXU Electric Delivery Company)

Technology Services proposes approval of Amendment No.1 to the Distribution Pole License Agreement S0527371C that allows the City of Plano to mount Mesh Network devices on distribution poles. This agreement is with Oncor Electric Delivery Company LLC (f/k/a TXU Electric Delivery Company). Oncor is requesting to update some definitions in this contract, provide terms about transfers, and updated insurance requirements. There is no monetary impact to this contract modification.

AMENDMENT NO. 1
DATED SEPTEMBER 3, 2013
TO
DISTRIBUTION POLE LICENSE AGREEMENT
S0527371C
BY AND BETWEEN
CITY OF PLANO
AND
ONCOR ELECTRIC DELIVERY COMPANY LLC
(f/k/a TXU ELECTRIC DELIVERY COMPANY)
DATED APRIL 12, 2007

AMENDMENT NO. 1**EFFECTIVE DATE**

The Effective Date of this Amendment is **September 3, 2013**.

PURPOSE

This Amendment modifies, alters or changes specific terms and conditions of contract number **S0527371C** (the "Agreement") currently in effect between the parties hereto. Except as modified in this Amendment or previous amendments, the Agreement will remain in full force and effect.

MODIFICATIONS

The Agreement is hereby modified as follows:

1. SECTION 1. DEFINITIONS: 1.5 "Equipment."

- a. The definition of "Equipment" shall be deleted in its entirety and replaced with the following definition:

"This shall mean equipment, including appurtenances, attached by or on behalf of Licensee to any Pole. Such Equipment shall include, without limitation, the fiber optic or other cables (whether original or overlashed), power supplies, amplifiers and drop wires, wires and appliances, including service wires and bonding wires, together with associated cable messengers, anchors, pedestals, guy wires, and other appurtenances as well as radios, antennas and other wireless equipment used by Licensee and approved by Company."

2. SECTION 1. DEFINITIONS: 1.14 "Poles."

- a. The definition of "Poles" shall be deleted in its entirety and replaced with the following definition:

"This shall mean distribution pole(s) located within the boundaries of the areas in which Company provides electric utility service, each of which has a circuit with a nominal voltage of less than 69,000 volts, which are owned solely by Company; such term does not mean or include, without limitation, pole(s) or other structures owned by Company which are used for the transmission, rather than distribution, of electric energy."

3. SECTION 1. DEFINITIONS: 1.19 "TXU Electric Delivery Party."

- a. The term "TXU Electric Delivery Party" shall be replaced with the term "Company Group," and the definition of "TXU Electric Delivery Party" shall be deleted in its entirety and replaced with the following definition of "Company Group":

"This shall mean Company, its majority investor, Energy Future Holdings Corp., and all subsidiaries and affiliates of Energy Future Holdings Corp., and all officers, directors, shareholders, associates, related firms and entities, employees, servants and agents of Company and each such subsidiary or affiliate."

- b. All references throughout the Agreement to the term "TXU Electric Delivery Party" shall be replaced with the term "Company Group."

4. SECTION 1. DEFINITIONS: 1.18 "TXU Electric Delivery."

- a. The term "TXU Electric Delivery," shall be replaced with the term "Company," and the definition of "TXU Electric Delivery" shall be deleted in its entirety and replaced with the following definition of "Company":

"This shall mean Oncor Electric Delivery Company LLC."

AMENDMENT NO. 1

- b. All references throughout the Agreement to "TXU Electric Delivery," shall be replaced with the term "Company."
5. SECTION 1. DEFINITIONS: 1.22 "Approved Power Space Contractor."
- a. The term "Approved Contractor" shall be replaced with the term "Approved Power Space Contractor" and the definition of "Approved Contractor" shall be deleted in its entirety and replaced with the following definition of "Approved Power Space Contractor":
- "This shall mean any party retained by Licensee that is approved by Company to perform certain installation, repair and maintenance functions on the Equipment attached to Poles in the Power Space and any contractor or other party approved by Company to perform work on Company's behalf in the Power Space."
6. SECTION 1. DEFINITIONS: 1.20 "Company Representatives."
- a. The term "TXU Electric Delivery Representative" shall be replaced with the term "Company Representatives" and the definition of "TXU Electric Delivery Representative" shall be deleted in its entirety and replaced with the following definition of "Company Representative":
- "This shall mean agents or contractors acting for or on behalf of Company, or in furtherance of Company's rights, pursuant to or in connection with this Agreement."
7. SECTION 1. DEFINITIONS: 1.24 "Company's Website."
- a. The term "Company's Website" shall be added as Section 1.24 of the Agreement and defined as follows:
- "This shall mean the following website: <http://www.oncor.com/EN/Pages/Joint-Use-Management.aspx>."
8. SECTION 1. DEFINITIONS: 1.25 "Indemnified Party (Parties)."
- a. The definition of "Indemnified Party (Parties)" shall be added as Section 1.25 of the Agreement and defined as follows:
- "This shall mean Company Group, its present and future affiliates, and its representatives, agents, officers and employees. For purposes of this Agreement, the term shall also include any contractor, electric utility or other entity authorized by Company to perform work on its Poles on its behalf."
9. SECTION 1. DEFINITIONS: 1.21 "Power Space."
- a. The term "Power Space" shall be defined as follows:
- "This shall mean any space on the Poles normally and primarily utilized by Company for the distribution of electric power, including the space from the tops of the Poles down to and including the neutral space."
10. SECTION 1. DEFINITIONS: 1.17 "Standards."
- The term "Standards" shall be defined as follows:
- "This shall mean the safety or engineering standards Company applies to electric distribution overhead and underground construction and maintenance, which shall include:
- a) the current edition of the National Electrical Safety Code;
 - b) the rules and regulations of the Occupational Safety & Health Administration ("OSHA");
 - c) Company's Distribution Construction Standards Manual (available at Company's Website); and

AMENDMENT NO. 1

- d) other applicable laws or regulations of any governing authority, or regulatory body, having jurisdiction over the subject matter of this Agreement.”

11. SECTION 4. ATTACHMENT, REPLACEMENT, RELOCATION AND MODIFICATION OF EQUIPMENT.

The following language shall be inserted at the beginning of Section 4, and prior to Section 4.1:

“Throughout the term of this Agreement, Licensee may designate Poles on which it desires to work. All work on the Poles shall:

- (a) comply with the terms of this Agreement;
- (b) comply with the Standards;
- (c) be conducted in a good and workmanlike manner; and
- (d) not interfere with equipment of any Company Group, Joint User or other third-party attacher.”

12. SECTION 4. ATTACHMENT, REPLACEMENT, RELOCATION AND MODIFICATION OF EQUIPMENT: 4.11
“Transfers by Company.”

The following provision shall be inserted as Section 4.11 of the Agreement, which shall be entitled “Transfers by Company”:

“Company, in the exercise of its sole discretion and in accordance with the provisions of the Agreement, may transfer Licensee’s simple, tangent attachments to a new Company Pole or relocate simple, tangent attachments as needed on an existing Pole, provided that such work does not create a safety hazard. The parties agree that, notwithstanding 47 C.F.R. § 1.1403, Company may perform such work without prior notice to Licensee, and shall notify Licensee of the performance of such work within fifteen (15) days of its completion, and request inspection by Licensee of said work for Standards compliance. Company shall invoice Licensee seventy-five Dollars (\$75.00) per transfer for all transfers performed on a monthly basis, with payment due within thirty (30) days of receipt. At Company’s discretion, Company may increase or decrease said transfer price from time to time upon sixty (60) days’ notice to Licensee. For and with respect to Equipment located within the Power Space, such work shall continue to be performed exclusively by an Approved Power Space Contractor.

Licensee may communicate in writing to Company that it does not wish to participate in the transfer program described in the preceding paragraph, or that it does not wish for Company to make a specific category or type of transfer or relocation upon Licensee’s behalf.”

13. SECTION 13: INSURANCE

Section 13 of the Agreement shall be deleted in its entirety and replaced with the following language:

“SECTION 13. INSURANCE TO BE PROVIDED TO COMPANY BY LICENSEE.

13.1 Coverage Requirements. Licensee shall, at its sole expense and during the term of this Agreement, purchase and maintain insurance in accordance with the requirements of Attachment E, Licensee’s Insurance Requirements. However, notwithstanding the foregoing insurance requirements, if an entity is exempt by law from the provision of insurance or has otherwise been granted by law the ability to self-insure, a cite to the applicable law or regulation creating such exemption, or other verifiable evidence of any exemption from the provision of insurance is required. Such evidence shall be provided to Company prior to the execution of this Agreement and shall be made an attachment hereto.

13.2 Notification of Accident, Injury, or Damage. Licensee will notify Company’s manager of claims per the requirements in Attachment E as soon as practical of any accidents or occurrences resulting in injuries to any person, including death, or any property damage (including, without limitation, damage to any Equipment or Pole), arising out of or relating to this Agreement.

13.3 Enhancement of Indemnification. Nothing in this Section 13, or the provision of any insurance or irrevocable standby letter of credit or other security required by this Section 13, shall affect, limit or otherwise reduce the indemnity obligations provided for in Section 12.

AMENDMENT NO. 1

14. SECTION 19.1: Notices.

The following portion of Section 19.1 of the Agreement shall be deleted in its entirety:

“(b) If to TXU Electric Delivery:

Capgemini Energy LP
1601 Bryan Street, Suite 19-010B
Dallas, Texas 75201

Attn: Ron Coan
Telephone Number: 214-812-2211
Fax Number: 214-812-7450
Email: rcoan@capgeminienergy.com”

The following language shall replace the aforementioned deleted language in Section 19.1 of the Agreement:

“(b) If to Company:

Oncor Electric Delivery Company LLC
Attention: Contracts Administrator
115 W. 7th Street, Suite 805
Fort Worth, TX 76102

Attn: Alan Quam
Telephone Number: 817-215-6755
Fax Number: 817-215-6152
Email: alan.quam@oncor.com.”

All other terms of Section 19.1 shall remain the same.

15. ATTACHMENT E: LICENSEE'S INSURANCE REQUIREMENTS.

Exhibit 1 hereto, entitled “Attachment E, Licensee’s Insurance Requirements,” shall supersede existing Attachment E.

[SIGNATURE PAGE FOLLOWS]

AMENDMENT NO. 1

The parties have signed this Amendment acknowledging their agreement to its provisions as of the Effective Date.

CITY OF PLANO

ONCOR ELECTRIC DELIVERY COMPANY LLC

Signature: _____

Signature: _____

Name: Bruce D. Glasscock

Name: Karen Flewharty

Title: City Manager

Title: Joint Use Manager

Date: _____

Date: _____

AMENDMENT NO. 1

EXHIBIT 1

AMENDMENT NO. 1**ATTACHMENT E****LICENSEE'S INSURANCE REQUIREMENTS****A. Coverage Requirements**

Licensee will, at its own expense, maintain in force throughout the period of the Agreement, or as otherwise specified, and until released by Company the following minimum insurance coverages, with insurers acceptable to Company.

- 1) Commercial General Liability Insurance including bodily injury and property damage, personal and advertising injury, contractual liability, and including products and completed operations, with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury, including death and property damage.
- 2) Automobile Liability Insurance for coverage of owned, non-owned and hired autos, trailers or semi-trailers with a minimum combined single limit of one million dollars (\$1,000,000) per accident for bodily injury, including death, and property damage.
- 3) Excess Liability Insurance over and above the employers' liability, commercial general liability and automobile liability insurance coverage, with a minimum limit of two million dollars (\$2,000,000) per occurrence. Coverage must replace exhausted aggregate limits under Commercial General Liability and Workers' Compensation (Employers Liability) insurance coverages referenced herein.
- 4) Workers' Compensation and Employers' Liability Insurance providing statutory benefits in accordance with the laws and regulations of the State of Texas or state of jurisdiction as applicable. The minimum limits for the employers' liability insurance will be five hundred thousand dollars (\$500,000) bodily injury each accident, five hundred thousand dollars (\$500,000) each employee bodily injury by disease, five hundred thousand dollars (\$500,000) policy limit bodily injury by disease.

Note: The required limits of insurance can be satisfied by any combination of primary and excess coverage.

B. Additional Requirements

- 1) Each of the policies in section A., above, except workers' compensation and employers' liability insurance, will contain provisions that specify that the policies are primary and will apply without consideration for other policies separately carried and will state each insured is provided coverage as though a separate policy had been issued to each, except with respects to limits of insurance, and that only one deductible will apply per occurrence regardless of the number of insureds involved in the occurrence. Licensee will be responsible for any deductibles or retentions.
- 2) Each of the policies in section A, above, except workers' compensation and employers' liability insurance, if written on a claims-made basis, will be maintained in full force and effect for two (2) years after final acceptance or completion of the Work, whichever is later.
- 3) All policies must be issued by carriers having an *A.M. Best's* rating of "A-" or better, and an *A.M. Best's* financial size category of "VIII", or better. If requested in writing by Company, Licensee will make available to Company a certified copy of any or all insurance policies or endorsements required of Licensee.
- 4) Company will receive advance written notice prior to non-renewal or cancellation.
- 5) Certificates of insurance (COI) must show "Oncor Electric Delivery Company LLC and its affiliates" as the certificate holder, and as an additional insured (including completed operations) to the extent Licensee has agreed to indemnify any Indemnified Party or Parties pursuant to the provision of indemnity therein. The additional insured requirement shall apply to all of the required coverages except workers' compensation. All of the required coverages must provide a waiver of subrogation in favor of the certificate holder.

AMENDMENT NO. 1**C. Limitation of Liability**

The requirements contained herein as to the types and limits of all insurance to be maintained by Licensee are not intended to and will not, in any manner, limit or qualify the liabilities and obligations assumed by Licensee under the Agreement.

D. Carrier/Agent to Provide Proof of Insurance

Prior to execution of the Agreement, and when requested by Company, Licensee will instruct its insurance carrier/agent to submit directly to Company valid certificate(s) of insurance, evidencing the coverage required herein. Valid certificates of insurance utilize ACORD 25 form dated 2010/05 or later and other Texas Department of Insurance (TDI) approved forms which properly addresses each requirement referenced in this document (as depicted in Company's Sample COI, available on request). If Licensee's insurance carrier/agent provides to Company a certificate of insurance that is not an ACORD 25 form dated 2010/05 or later, insurance carrier/agent must also submit sufficient documentation directly to Company indicating that certificate is approved by TDI. Company's review of certificates or policies will not be construed as accepting any deficiencies in Licensee's insurance or relieve Licensee of any obligations set forth herein. In addition, Licensee will require each of its subcontractors to provide adequate insurance. Any deficiencies in the insurance provided by subcontractors will be the responsibility of Licensee.

E. Description of Operations Language

The following language or language substantially in the form of such language must be included in the Description of Operations section of the COI or otherwise indicated on the form:

Certificate holder is included as an additional insured (including completed operations) as respects all of the required coverages except workers' compensation. All of the required coverages provide a waiver of subrogation in favor of the certificate holder.

F. Certificate Holder Detail

The certificate holder must be shown on the COI as follows:

**Oncor Electric Delivery Company LLC and its affiliates
Attention: Joint Use Management
115 W. 7th Street, Suite 805
Fort Worth, TX 76102**

G. Reporting of Damage and Accidents

Licensee agrees to report to the manager of the claims department (address shown below) of the Company in writing as soon as practical all instances of property damage (including, without limitation, damage to any Equipment or Pole), and all accidents or occurrences which may result in injuries to any person, including death, arising out of or relating to this Agreement.

**Oncor Electric Delivery Company LLC
Attention: Claims
1616 Woodall Rodgers Freeway
Dallas, TX 75202**

H. Maximum Limits of Insurance

If the insurance obligations required in the Agreement exceed the maximum limits permitted by law or do not otherwise conform with any applicable law, then this Agreement will be deemed amended so as to only require

AMENDMENT NO. 1

Licensee to provide insurance to the maximum extent allowed by law.

I. Notice for Legislatively Created Entities

Notwithstanding the foregoing insurance requirements, if an entity is exempt by law from the provision of insurance or has otherwise been granted by law the ability to self-insure, a cite to the applicable law or regulation creating such exemption, or other verifiable evidence of any such exemption from the provision of insurance is required. Such evidence shall be provided to Company prior to the execution of this Agreement and shall be made an attachment hereto.



City of Plano
1520 K Avenue
Plano, TX 75074

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

ATTACHMENT F to Amendment 1 of Distribution Pole License Agreement S0527371C

August 1, 2013

Mr. Alan Quam
Oncor Electric Delivery Company, LLC
Attention: Contracts Administration
115 West 7th Street, Suite 805
Fort Worth, TX 76102

RE: Revised Insurance Requirements to Contract

Dear Mr. Quam:

As required by Section 13, Article 1-Coverage Requirements of the referenced contract; this letter will serve as notification that the City of Plano, Texas is a self-insured governmental entity in accordance with Texas Government Code, Title 10, Subtitle F, and Chapter 2259-Self-Insurance by Governmental Units.

As requested by Attachment E-Licensee's Insurance Requirements, Paragraph D-Carrier/Agent to Provide Proof of Insurance, a current Certificate of Insurance has been included as an attachment to this letter.

Should you have any questions or need further assistance, please feel free to contact me via e-mail: steveha@plano.gov or direct dial phone: 972-208-8161.

Sincerely,

Steven E. Haynes, ARM
Interim Risk Manager

Attachment: Certificate of Insurance

**ADDITIONAL REMARKS SCHEDULE**

| | | | |
|------------------------------------|-----------------------------|---|--|
| AGENCY AJGRMS - SE | | NAMED INSURED City of Plano, Texas P. O. Box 860358 7501 A Independence Parkway Plano, TX 75086 | |
| POLICY NUMBER SEE PAGE 1 | | EFFECTIVE DATE: SEE PAGE 1 | |
| CARRIER SEE PAGE 1 | NAIC CODE SEE P 1 | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:**Detailed Coverage**

**General Liability - \$5,000,000 Limit/\$5,000,000 Aggregate Limit
SIR - \$1,000,000**

Liquor Liability - \$1,000,000 Limit/\$2,000,000 Aggregate Limit

**Employee Benefits - \$5,000,000 Limit/\$5,000,000 Aggregate Limit
SIR: \$500,000**

**Law Enforcement - \$5,000,000 Limit/\$5,000,000 Aggregate
SIR - \$1,000,000**

**Public Entity Management Liability - \$5,000,000 Limit/\$5,000,000 Aggregate
SIR - \$1,000,000**

**Employment Practices Liability - \$5,000,000 Limit/\$5,000,000 Aggregate
SIR - \$1,000,000**

**Automobile Liability - \$5,000,000
SIR - \$1,000,000**

**Cyber first Liability - Aggregate Limit \$1,000,000
Deductible: \$5,000**

Umbrella Excess Liability - \$5,000,000 Limit/\$5,000,000 Aggregate Limit

**Specialty Aggregate Limit
Public Entity Management Liability
Employment-Related Practices Liability**



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | | |
|--|------------------|----------------------------------|--|-------------------------|------------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 9/23/13 | | | |
| Department: | | Library Administration | | | |
| Department Head | | Cathy Ziegler | | | |
| Agenda Coordinator (include phone #): Shirley Snyder (x4357) | | | | | |
| CAPTION | | | | | |
| Approval of the purchase of library materials including books, compact disks, and books on CD for Plano Public Library System (PPLS) in the amount of \$50,000 from Ingram Library Services through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee to execute all necessary documents. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2013-2014 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 1,000,000 | 1,000,000 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 0 | -50,000 | -50,000 |
| BALANCE | | 0 | 0 | 950,000 | 950,000 |
| FUND(S): GENERAL FUND | | | | | |
| <p>COMMENTS: Funds are included in the FY 2013-14 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$50,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p> | | | | | |
| SUMMARY OF ITEM | | | | | |
| <p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Ingram Library Services in the amount of \$50,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Ingram Library Services through the Texas State Contract 715-N1 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p> | | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | | |
| 1. Memo from Julie Torstad dated 08.22.13 | | | | | |



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 22, 2013

To: Cathy Ziegler, Director of Libraries

From: Julie Torstad, Library Technical Services Manager

Subject: City Council Approval for Ingram

Please request City Council approval to spend approximately \$50,000 with Ingram for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-N1 Print Materials and Multimedia with Ingram. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



CITY OF PLANO COUNCIL AGENDA ITEM

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|---|----------------------------------|-------------------------|--|------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/13 | | |
| Department: | | Library Administration | | |
| Department Head | | Cathy Ziegler | | |
| Agenda Coordinator (include phone #): Jeanne Argomaniz (x4327) | | | | |
| CAPTION | | | | |
| Approval of the purchase of various library materials including books, compact disks and books on CD for Plano Public Library System (PPLS) in the amount of \$100,000 from Brodart through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee to execute all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-2014 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 1,000,000 | 1,000,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | -100,000 | -100,000 |
| BALANCE | 0 | 0 | 900,000 | 900,000 |
| FUND(S): GENERAL FUND | | | | |
| <p>COMMENTS: Funds are included in the FY 2013-14 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$100,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Brodart in the amount of \$100,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Brodart through the Texas State Contract 715-N1 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p> | | | | |
| List of Supporting Documents: Memo from Julie Torstad, 8.22.13 | | | Other Departments, Boards, Commissions or Agencies | |



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 22, 2013

To: Cathy Ziegler, Director of Libraries

From: Julie Torstad, Library Technical Services Manager

Subject: City Council Approval for Brodart

Please request City Council approval to spend approximately \$100,000 with Brodart for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-N1 Print Materials and Multimedia with Brodart. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | | |
|--|------------------|----------------------------------|--|-------------------------|-----------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 9/23/13 | | | |
| Department: | | Library Administration | | | |
| Department Head | | Cathy Ziegler | | | |
| Agenda Coordinator (include phone #): Jeanne Argomaniz (x4327) | | | | | |
| CAPTION | | | | | |
| To approve the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$175,000 from OverDrive, Inc., a sole source provider; and authorizing the City Manager or his authorized designee to execute all necessary documents. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2013-2014 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 286,500 | 286,500 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 0 | -175,000 | -175,000 |
| BALANCE | | 0 | 0 | 111,500 | 111,500 |
| FUND(S): GENERAL FUND | | | | | |
| <p>COMMENTS: Funds are included in the FY 2013-14 adopted budget to purchase ebooks, music, video, and e-audio library materials for the City of Plano Public Library System. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing downloadable contents for the Plano Public Library System relates to the City's Goal of a Financially Strong City with Service Excellence.</p> | | | | | |
| SUMMARY OF ITEM | | | | | |
| Approval of the purchase of downloadable content (e-books, music, video and e-audio library materials) with Kindle functionality in an amount not to exceed \$175,000 from OverDrive, Inc., a sole source provider for the OverDrive platform, which is Plano Public Library's downloadable format vendor. Sole source purchases are exempt from the competitive bid process as provided in V.T.C.A., Local Government Code, Section 252.022 (a) (7). | | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | | |
| Memo from Julie Torstad, 8.22.13 Sole Source Letter, 8.27.13 Affidavit of No Prohibited Interest, 8.27.13 | | | | | |



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 22, 2013

To: Cathy Ziegler, Director of Libraries

From: Julie Torstad, Library Technical Services Manager

Subject: City Council Approval for OverDrive, Inc.

Please request City Council approval to spend approximately \$175,000 with OverDrive, Inc., a sole source provider of content (e-books, music, video and e-audio library materials) for the OverDrive platform, our current downloadable format vendor. Approximately \$100,000 should be taken from 01-682-8441 and approximately \$75,000 should be taken from 01-682-6203.



August 27, 2013

Julie Torstad
Plano Public Library System
2501 Coit Road
Plano, TX 75075

RE: OverDrive as a sole source provider

Dear Ms. Torstad:

OverDrive provides a series of services and digital content materials that enable public libraries to lend popular audiobooks, eBooks, music, download video and other digital content via the library's website.

Uniquely available only from OverDrive as a sole source provider, we offer a system that combines:

- A customized website service for download digital materials integrated with the library's ILS system for real-time patron authentication
- OverDrive Next Generation library platform features that provide instant access to eBooks, including browser-based reading with OverDrive Read for ease of use with no software installation or device activation required
- OverDrive APIs, available via the OverDrive Developer Portal, allow for integration of digital content with library discovery tools
- Control for the library to set digital book lending policies and manage access and usage of materials
- Download eBooks capable of operating on portable devices such as Kindles, iPads, Nooks, Windows Mobile, Blackberrys and other Smartphones
- OverDrive Media Console for Windows and MACs, a single integrated desktop client software application for use of download audiobooks, music and video
- Download audiobooks and music with accessibility features for the blind and visually impaired
- OverDrive MP3 Audiobooks compatible with MAC/OS, iPods and other Apple devices
- Harry Potter eBooks and digital audiobooks in several languages only available from OverDrive

As a result of the combination of the above referenced items, as well as OverDrive's patents, copyrights and processes, OverDrive is the only vendor to offer these services and materials and we have enjoyed adoption and success as the sole source supplier of the foregoing to many leading public libraries around the world. Please do not hesitate to contact me for further information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Steve Potash", is written over a light gray wavy background graphic.

Steve Potash, CEO
OverDrive, Inc.
spotash@overdrive.com
(216) 573-6886 ext. 201



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------------------------|-------------------------|--|------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/13 | | |
| Department: | | Library Administration | | |
| Department Head | | Cathy Ziegler | | |
| Agenda Coordinator (include phone #): Jeanne Argomaniz (x4327) | | | | |
| CAPTION | | | | |
| Approval of the purchase of various library materials including DVDs, music CDs and books on CD for Plano Public Library System (PPLS) in the amount of \$250,000 from Midwest Tape through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee to execute all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-2014 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 1,000,000 | 1,000,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | -250,000 | -250,000 |
| BALANCE | 0 | 0 | 750,000 | 750,000 |
| FUND(S): GENERAL FUND | | | | |
| <p>COMMENTS: Funds are included in the FY 2013-14 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$250,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Midwest Tape in the amount of \$250,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Midwest Tape through the Texas State Contract 715-N1 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p> | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Memo from Julie Torstad, 8.22.13 | | | | |



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 22, 2013

To: Cathy Ziegler, Director of Libraries

From: Julie Torstad, Library Technical Services Manager

Subject: City Council Approval for Midwest Tape

Please request City Council approval to spend approximately \$250,000 with Midwest Tape for the purchase of various library materials including DVDs, music CDs, and books-on-CD. The funds should be taken from 01-682-8442 which will have been transferred from 01-682-8441.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-N1 Print Materials and Multimedia with Midwest Tape. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------------------------|--|-------------------------|------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/2013 | | |
| Department: | | Library Administration | | |
| Department Head | | Cathy Ziegler | | |
| Agenda Coordinator (include phone #): Jeanne Argomaniz (4327) | | | | |
| CAPTION | | | | |
| Approval of the purchase of library materials including books, compact disks, and books-on-CD for Plano Public Library System (PPLS) in the amount of \$500,000 from Baker & Taylor through an existing contract/agreement with Texas State Contract 715-N1 Print Materials and Multimedia; and authorizing the City Manager or his authorized designee to execute all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-2014 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 1,000,000 | 1,000,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | -500,000 | -500,000 |
| BALANCE | 0 | 0 | 500,000 | 500,000 |
| FUND(S): GENERAL FUND | | | | |
| <p>COMMENTS: Funds are included in the FY 2013-14 adopted budget to purchase Books, Multimedia, and Library materials. Approval of this item authorizes the City to purchase \$500,000 in Books, Multimedia, and Library materials. The remaining balance of funds will be used for other multimedia and library materials.</p> <p>STRATEGIC PLAN GOAL: Providing multimedia and library materials purchases relates to the City's Goal of a Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The State of Texas CO-OP Purchasing Program, of which the City of Plano is a member, secures competitive bids for books and multimedia among many other things. Because of the City of Plano's participation, the purchase from Baker & Taylor in the amount of \$500,000 satisfies the law relating to this bid. Therefore, PPLS staff recommends purchase of these various library materials from Baker & Taylor through the Texas State Contract 715-N1 Print Materials and Multimedia. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.</p> | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Memo from Julie Torstad, 8.22.13 | | | | |



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 22, 2013

To: Cathy Ziegler, Director of Libraries

From: Julie Torstad, Library Technical Services Manager

Subject: City Council Approval for Baker & Taylor

Please request City Council approval to spend approximately \$500,000 with Baker & Taylor for the purchase of various library materials including books, compact disks, and books-on-CD. Funds should be taken from 01-682-8441. Some of the funds will be transferred into 01-682-8442.

These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-N1 Print Materials and Multimedia with Baker & Taylor. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|------------------------------|--|-----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 09/23/13 | | |
| Department: | | Public Safety Communications | | |
| Department Head | | Ron Timmons | | |
| Agenda Coordinator (include phone #): Sharron Mason x7247 | | | | |
| CAPTION | | | | |
| Approve expenditure for the purchase of a Motorola Radio Service Agreement from Motorola Solutions, Inc., a sole source provider for the City of Plano Digital Radio System in the estimated amount of \$485,528 and authorizing the City Manager or his designee to execute all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 485,528 | 485,528 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | -485,528 | -485,528 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): GENERAL AND INTERLOCAL RADIO | | | | |
| COMMENTS: Funds are included in the FY 2013-14 Public Safety Communications and Interlocal Radio Adopted Budget to provide a Motorola Radio Service Agreement for the maintenance, support or other services for the City of Plano Radio System. STRATEGIC PLAN GOAL: Providing a Motorola Service Agreement for Public Safety Communications and Interlocal Radio departments relates to the City's Goal of a Financially Strong City with Service Excellence. | | | | |
| SUMMARY OF ITEM | | | | |
| Staff requests Council expenditure approval for the purchase of a Motorola Radio Service Agreement from Motorola Solutions, Inc., a sole source provider for the City of Plano New Digital Radio System in the estimated amount of \$485,528. Motorola Solutions, Inc. will provide Network Monitoring Service, Technical Support Service, Customer Technician Dispatch Service, Security Update Service and Software Maintenance Agreement Support for provision of services to the City's ASTRO25® Voice and Data Communications System from October 1, 2013 to September 30, 2014. (Contract No. 2013-339-X) | | | | |
| List of Supporting Documents: Recommendation Memo | | | Other Departments, Boards, Commissions or Agencies | |



City of Plano
1520 K Avenue
Plano, TX 75074

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

Date: 8/13/2013

To: Sharron Mason, Purchasing

From: Ron Goldsmith, PSC

Ref: Sole Source Purchase Recommendation Memo

Public Safety Communications recommends the purchase from Motorola Solutions, Inc. of a (12) month service agreement . This purchase is sole source.

This agreement allows Motorola Solutions, Inc. to monitor the digital radio system for faults and notify the on-call radio technician for repairs. This service automatically notifies the appropriate personnel and tracks their response times until successful resolution. Additionally, the agreement provides 24-hour technical support to the radio technicians. Finally, this agreement provides software patches, system infrastructure upgrades, portable and mobile repair services, patches to protect against viruses and other network vulnerabilities.

Failure to approve this contract will result in the loss of online technical support, call out case management, technician dispatching, system upgrades and tracking as well as software security updates as well as mobile and portable subscriber repairs. These services are essential to maintaining the public safety digital radio system.

Motorola Solutions, Inc. is the sole source provider of this service.

The cost of these services for 2013/2014 budget year is \$485,527.80 and funded from budget code 237 (\$100,000) and the remainder from 534 (\$385,527.80).



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | | |
|--|---|----------------------------------|--|-------------------------|--------------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 09/23/13 | | | |
| Department: | | Economic Development | | | |
| Department Head | | Sally Bane | | | |
| Agenda Coordinator (include phone #): Linda Thomason x8301 | | | | | |
| CAPTION | | | | | |
| 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 United Services Automobile Association, a Texas reciprocal inter-insurance exchange, and the City of Plano, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2014-15 through 2024- 25 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 25,101,057 | 0 | 25,101,057 |
| Encumbered/Expended Amount | | 0 | -2,205,448 | -12,835,350 | -15,040,798 |
| This Item | | 0 | -494,000 | 0 | -494,000 |
| BALANCE | | 0 | 22,401,609 | -12,835,350 | 9,566,259 |
| FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND | | | | | |
| COMMENTS: Strategic Plan Goal: Providing economic development incentives related to the City's goal of Strong Local Economy. | | | | | |
| SUMMARY OF ITEM | | | | | |
| A request from United Services Automobile Association to locate its business and commercial activities, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. United Services Automobile Association agrees to occupy at least 238,000 square feet of office space by 12/31/14 and transfer or create up to 494 Job Equivalents at 5601 Legacy Drive and 7300 Parkwood by 12/31/16. | | | | | |
| 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 United Services Automobile Association, a Texas reciprocal inter-insurance exchange, 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 United Services Automobile Association 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 23rd 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 United Services Automobile Association, a Texas reciprocal inter-insurance exchange (“Company”), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of providing insurance, banking and investment and retirement products and services to approximately 9.8 million current and former members of the U.S. military and their families and plans to add Fifteen Million Dollars (\$15,000,000) of Real Property improvements and Five Million Five Hundred Thousand Dollars (\$5,500,000) of Business Personalty property on the Real Property; and

WHEREAS, Company agrees to occupy at least 238,000 gross square feet of office space and transfer or create up to 494 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 238,000 gross square feet of office space and the creation or transfer of up to 494 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 United Services Automobile Association, a Texas reciprocal inter-insurance exchange.

“Contract Job Equivalent” shall mean one or more third party employees, whether individual or combined with other third party employees, who are located at the Real Property and each Contract Job Equivalent is paid for a minimum of 2080 hours annually as evidenced by Company records maintained in its Enterprise Project Management System or in an equivalent employee time tracking software system maintained by Company if the Company discontinues use of the Enterprise Project Management System during the term of this Agreement.

“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.

“Full-Time Job Equivalent” shall mean one or more Company employees, whether individual or combined with other employees, who are located at the Real Property and each Full-Time Job Equivalent is paid for a minimum of 2080 hours annually and issued an Internal Revenue Service W-2 form by the Company.

“Job Equivalent” shall collectively mean either Full-Time Job Equivalent, Contract Job Equivalent or a combination of both as each term is defined above.

“Real Property” or “Property” shall mean 5601 Legacy Drive, Plano, Texas 75024 and 7300 Parkwood Boulevard, Plano, Texas 75024.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until December 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 December 31, 2014, occupy the office space on the Real Property throughout the term of the Agreement; and

(b) By December 31, 2014, Company shall create or transfer at least 125 Job Equivalents, which shall include no more than 30 Contract Job Equivalents, and shall maintain those Job Equivalents on the Real Property throughout the Agreement; and

(c) By December 31, 2015, Company may create or transfer up to an additional 173 Job Equivalents, which shall include no more than 60 additional Contract Job Equivalents, and shall maintain those Job Equivalents on the Real Property throughout the Agreement; and

(d) By December 31, 2016, and subject to at least the maximum amount of Job Equivalents being added and maintained by Company pursuant to Article III, Sections (b) and (c) herein, Company may create or transfer up to an additional 196 Job Equivalents, which shall include no more than 60 additional Contract Job Equivalents, and shall maintain those Job Equivalents on the Real Property throughout the Agreement; and

(e) 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.

(f) Use reasonable efforts to relocate all transferred Job Equivalents to residential units within the City of Plano.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant of up to Four Hundred Ninety Four Thousand Dollars (\$494,000) 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, 2014, Company shall occupy the office space at the Real Property and transfer or create at least 125 Job Equivalents, which shall include no more than 30 Contract Job Equivalents, to the Real Property to be eligible to receive an initial grant payment of One Hundred Twenty Five Thousand Dollars (\$125,000). 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), (e) and (f) not later than March 30, 2015. 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, 2015, Company may add up to 173 Job Equivalents, which shall include no more than 60 Contract Job Equivalents, in addition to the Job Equivalents required in Article III, Section (b) above for a total maximum number of 298 Job Equivalents, which shall include no more than 90 total Contract Job Equivalents, at the Real Property to be eligible to receive a second grant payment of up to One Hundred Seventy Three Thousand Dollars (\$173,000) which may be pro-rated at One Thousand Dollars (\$1,000) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit “B” as required by Section 4.02(d) below certifying the number of Job Equivalents added pursuant to Article III (c) and compliance with Article III (a), (b), (e) and (f) not later than January 31, 2016 to be eligible for 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 grants available under Sections 4.02(b) and (c) 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 January 31, 2016 annual certification if Company qualifies for a second grant payment pursuant to this Section 4.02(b) herein unless the City reasonably objects to the certification. In no event will the City make the second grant payment prior to January 31, 2016.

(c) By December 31, 2016 and subject to the Company adding and maintaining the maximum number of Job Equivalents pursuant to Sections 4.02(a) and (b) herein, Company may add up to 196 additional Job Equivalents, which shall include no more than 60 additional Contract Job Equivalents for a total maximum number of 494 Job Equivalents, which shall include no more than 150 total Contract Job Equivalents, at the Real Property to be eligible to receive a third grant payment of up to One Hundred Ninety Six Thousand Dollars (\$196,000) which may be pro-rated at One Thousand Dollars (\$1,000) for each Job Equivalent up to the maximum amount allowed herein. **Company must submit the Annual Certification form attached hereto as Exhibit “B” as required by Section 4.02(d) below certifying the number of Job Equivalents added pursuant to Article III (d) and compliance with Article III (a), (b), (c), (e) and (f) not later than January 31, 2017 to be eligible for the third grant payment. A failure to provide this form by that date is an event of default and, if not**

cured, results in an immediate and complete forfeiture of the remaining grant and invokes the City's right to a full refund, including damages, as set out in Section 4.03 below.

City will make the payment within thirty (30) days of receipt of the January 31, 2017 annual certification if Company qualifies for a third grant payment pursuant to this Section 4.02(c) herein unless the City reasonably objects to the certification. In no event will the City make the third grant payment prior to January 31, 2017.

(d) 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 applicable 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.

(e) All certifications must be executed by a representative of the Company authorized to bind the Company to the Agreement.

4.03 **Refund/Default.**

(a) If the Company fails to meet the required number of Full-Time Job Equivalents for more than 180 consecutive days and/or the required number of Contract Job Equivalents for more than 90 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to One Thousand Dollars (\$1,000) for each lost Job Equivalent.

For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the form attached as Exhibit "B". The Company can transition a Contract Job Equivalent into a Full-Time Job Equivalent during the term of this Agreement. Likewise, the Company can transition a Full-Time Job Equivalent into a Contract Job Equivalent as long as the maximum number of Contract Job Equivalents allowed herein is not exceeded at any time during the term of the Agreement. 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) City agrees that with respect to this Agreement, no liability shall arise in favor of City as against any officer, director, member, agent or employee of Company, but City

shall look solely to the assets of Company for satisfaction of Company's duties, obligations and liabilities arising under or in connection with this Agreement.

(d) At any time during the term of this Agreement the Company is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the 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 each annual certification as required by Sections 4.02(a), (b), (c) and (d) above; 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 the retention period pursuant to Sections 6.01(a) or (b) above as applicable. 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 **Media/Publicity.** Neither Party will use the name(s), brand(s), service mark(s), trademark(s), or trade name(s) (collectively the "Marks") of the other Party without that Party's prior written consent. In the event the City is allowed to use the Company's Mark, any such use shall only be upon such terms and conditions approved by the Company's senior officer responsible for brand management in writing. Furthermore, the City shall conform any such use of the Company's Marks to the Company's current brand or web requirements as such requirement may change from time to time.

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:
United Services Automobile Association
Attention: Real Estate Services
9800 Fredericksburg Road
San Antonio, TX 78288

With a Copy to:
United Services Automobile Association
Attention: Enterprise Operations Counsel
9800 Fredericksburg Road
San Antonio, TX 78288

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.

8.12 **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.

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:

UNITED SERVICES AUTOMOBILE
ASSOCIATION, a Texas reciprocal inter-
insurance exchange

Name: _____
Title: _____

By: _____
Name: Kathleen Dussault
Title: Senior Vice President, Corporate
Services
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 United Services Automobile Association has occupied the office space and transferred or added at least 125 Job Equivalents, which includes no more than 30 Contract Job Equivalents, at the Real Property by December 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 in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000). The actual total number of Job Equivalents at the Real Property is _____ which consists of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents.
- _____ b. I hereby certify that United Services Automobile Association has failed to occupy the office space and/or has failed to transfer or add at least 125 Job Equivalent positions, which includes no more than 30 Contract Job Equivalents, at the Real Property by December 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 total number of Job Equivalents at the Real Property is _____ which consists of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents.

ATTEST:

United Services Automobile Association, a
Texas reciprocal inter-insurance exchange

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Authorized Officer

This Certification is due by March 30, 2015.

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 United Services Automobile Association is in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has not fallen below the number for which United Services Automobile Association 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 total number of Job Equivalents at the Real Property was _____ which consisted of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents.
- _____ b. I hereby certify that United Services Automobile Association is not in compliance with each applicable term as set forth in the Agreement and the transferred or added number of Job Equivalents has fallen below the number for which United Services Automobile Association has received a grant payment. I further certify that as of December 31 of the prior year, the total number of Job Equivalents at the Real Property was _____ which consisted of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents 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 2016 ONLY IF APPLICABLE)** I hereby certify that United Services Automobile Association is qualified to receive a second grant payment as of January 31, 2016 in the amount of One Thousand Dollars (\$1,000) per Job Equivalent for adding _____ total number of Job Equivalents at the Real Property which consists of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents in addition to the 125 initial Job Equivalents, which included no more than 30 Contract Job Equivalents, for which United Services Automobile Association previously received a grant payment.
- _____ d. **(FOR USE IN JANUARY 2017 ONLY IF APPLICABLE)** I hereby certify that United Services Automobile Association is qualified to receive a third grant payment as of January 31, 2017 in the amount of One Thousand Dollars (\$1,000) per Job Equivalent for adding _____ total number of Job Equivalents at the Real Property which consists of _____ Full-Time Job Equivalents and _____ Contract Job Equivalents in addition to the 298 previous Job Equivalents, which included no more than 90 Contract Job Equivalents, for which United Services Automobile Association previously received a grant payment.

ATTEST:

United Services Automobile Association, a
Texas reciprocal inter-insurance exchange

Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Authorized Officer

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

| | | | | | |
|--|----------------------------------|--|--|-------------------------------|----------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 9/23/13 | | | |
| Department: | | Economic Development | | | |
| Department Head | | Sally Bane | | | |
| Agenda Coordinator (include phone #): Michael Parrish x7554 | | | | | |
| CAPTION | | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Third Amendment to Office Lease by and between Granite Park III, Ltd., and the City of Plano for Granite Park Three Office Building; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2013-14 2014-15 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | | 72,976 | 72,976 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | | -72,976 | -72,976 |
| BALANCE | | 0 | 0 | 0 | 0 |
| FUND(s): GENERAL FUND | | | | | |
| COMMENTS: This item, in the amount of \$72,976 is included in the approved 2013-14 Budget. Of this amount, \$54,732 will be spent in FY 2013-14 (9 months) and \$18,244 will be spent in FY 2014-15 (3 months), within approved budget appropriations, for office lease for Economic Development. STRATEGIC PLAN GOAL: Leasing office space for Economic Development relates to the City's goal of Financially Strong City with Service Excellence. | | | | | |
| SUMMARY OF ITEM | | | | | |
| Resolution to approve a Third Amendment to Office Lease between Granite Park III, Ltd., and the City of Plano for Granite Park Three Office Building. (2006-223-C) | | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | | |
| Resolution and Exhibit "A" | | | | | |

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Third Amendment to Office Lease by and between Granite Park III, Ltd., and the City of Plano for Granite Park Three Office Building; 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 Third Amendment to Office Lease for Granite Park Three Office Building between Granite Park III, Ltd., and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Third Amendment to Office Lease"); and

WHEREAS, upon full review and consideration of the Third Amendment to Office Lease, 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 Third Amendment to Office Lease, 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 Third Amendment to Office Lease 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 Third Amendment to Office Lease.

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

DULY PASSED AND APPROVED this the 23rd day of September, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

THIRD AMENDMENT TO OFFICE LEASE

This Third Amendment to Office Lease (this "Amendment") for Granite Park Three Office Building, is made and entered into by Granite Park III, Ltd. ("Landlord"), and The City of Plano ("Tenant").

WITNESSETH

- I. Reference is made to that certain Office Lease (hereinafter referred to as the "Lease") dated October 20, 2006, as amended by the Assignment and Assumption of Office Lease and First Amendment to Office Lease dated September 30, 2011, and the Second Amendment to Office Lease dated November 20, 2012 covering approximately 3,029 rentable square feet in an office building located at 5601 Granite Parkway, Plano, Texas, known as "Granite Park Three office Building". Terms defined in the Lease, when used herein, shall have the same meanings as are ascribed to them in the Lease, except as otherwise defined herein.

- II. Landlord and Tenant desire to amend and extend the Lease as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by the respective parties hereto, Landlord and Tenant do hereby agree that the Lease is amended and modified, as follows:

- 1. Tenant has heretofore exercised the option set forth in Rider 1 to renew the Lease for the third Renewal Term. Accordingly, the Term is and shall be deemed extended, commencing effective as of January 1, 2014 (the "Third Renewal Term Commencement Date"), for a period of one (1) year, such that the Expiration Date is and shall be deemed to be December 31, 2014.

- 2. This Amendment may be executed in separate counterparts, each of which shall be an original, and all of which, when taken together, shall be one and the same instrument.

- 3. The Lease, as amended hereby, is hereby ratified and confirmed to be in full force and effect in accordance with its terms.

- 4. This Third Amendment to Office Lease shall be effective from and after execution by both parties hereto.

Date: _____

LANDLORD:

Granite Park III, Ltd.

By: Granite Properties, Inc., general partner

By: _____

Name: Jim Kirchhoff

Title: Leasing Manager

Date: _____

TENANT:

The City of Plano

By: _____

Name: _____

Title: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | |
|---|----------------------------------|--------------------------|--|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/13 | | |
| Department: | | Public Works | | |
| Department Head: | | Gerald P. Cosgrove, P.E. | | |
| | | | | |
| Agenda Coordinator (include phone #): Kathleen Schonne (7198) | | | | Project No. 5737 |
| CAPTION | | | | |
| <p>A Resolution of the City Council of the City of Plano, Texas, approving the purchase of a 3,070 square foot Sidewalk and Utility easement and a 8,656 square foot Temporary Construction easement, both located at the northwest corner of Park Boulevard and Republic Drive from Boxer F2, LP., in the total amount of \$60,300.50, and authorizing the City Manager or his authorized designee to execute any necessary documents; and providing an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2012-13 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 69,536 | 817,000 | 800,000 | 1,686,536 |
| Encumbered/Expended Amount | -69,536 | -101,597 | 0 | -171,133 |
| This Item | 0 | -60,301 | 0 | -60,301 |
| BALANCE | 0 | 655,102 | 800,000 | 1,455,102 |
| FUND(S): STREET IMPROVEMENT CIP | | | | |
| <p>Comments: Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of \$60,300.50, will leave a current year balance of \$655,102 for the Park Boulevard/US 75 Pedestrian Crossing project.</p> <p>STRATEGIC PLAN GOAL: Acquiring space to connect areas of Plano for pedestrians and cyclists relates to the City Council's Goal of Great Neighborhoods – 1st Choice to Live.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>This purchase is for the acquisition of a 3,070 square foot Sidewalk and Utility Easement, and a 8,656 square foot Temporary Construction Easement, both located at the northwest corner of Park Boulevard and Republic Drive. The purchase price for the easements are \$60,300.50.</p> <p>The tract is required to construct a 12 foot wide pedestrian and bicycle trail on the north side of Park Boulevard from the existing Chisholm Trail along Spring Creek to the Parker Road DART transit center. This is part of the Park Boulevard/US 75 Pedestrian Crossing project.</p> | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Resolution; | | | N/A | |
| Sidewalk and Utility Easement | | | | |
| Temporary Construction Easement | | | | |

A Resolution of the City Council of the City of Plano, Texas, approving the purchase of a 3,070 square foot Sidewalk and Utility easement and a 8,656 square foot Temporary Construction easement, both located at the northwest corner of Park Boulevard and Republic Drive from Boxer F2, LP, in the total amount of \$60,300.50, and authorizing the City Manager or his authorized designee to execute any necessary documents; and providing an effective date.

WHEREAS, the City of Plano (“City”) wants to acquire a 3,070 square foot Sidewalk and Utility easement and a 8,656 square foot Temporary Construction easement (The Easements), (attached hereto as Exhibits “A” and “B” respectively), from Boxer F2, LP, for the Park Boulevard Pedestrian and Bicycle Trail Project No. 5737 (the “Project”); and

WHEREAS, the Engineering Department requests that City Council authorize the purchase of the Sidewalk and Utility easement in the amount of FIFTY-FOUR THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$54,675.00) and the purchase of the Temporary Construction easement in the amount of FIVE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND FIFTY CENTS (\$5,625.50) for a total amount of SIXTY THOUSAND THREE HUNDRED DOLLARS AND FIFTY CENTS (\$60,300.50) (the “Purchase Price”); and

WHEREAS, upon full review and consideration of the acquisition request, and all matters attendant and related thereto, the City Council finds that it is in the best interest of the City to approve the amount of the Purchase Price for the acquisition of The Easements for the Project.

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

Section I. The Purchase Price for the acquisition of The Easements by the City from Boxer F2, LP., 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 and its citizens, is hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute all documents in connection therewith on behalf of the City to facilitate the purchase of The Easements.

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

DULY PASSED AND APPROVED this the 23rd day of September, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

SIDEWALK EASEMENT & UTILITY EASEMENT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT, **BOXER F2, L.P.**, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, the receipt and sufficiency of which is hereby acknowledged, does **SELL, GRANT, and CONVEY** to the City of Plano, a home-rule municipal corporation, hereinafter called "Grantee," the easement and right to construct, reconstruct, and perpetually maintain sidewalk facilities (the "Facilities"), together with all incidental improvements and all necessary laterals in, upon, and across certain real property located in the City of Plano, Collin County, Texas, as more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (the "Easement Property").

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, and with the right of access across Grantor's adjacent property for ingress and egress to the Easement Property for the purpose of constructing, reconstructing and maintaining the Facilities, and all incidental improvements and for making connections therewith keeping at least one half (1/2) of the driveway on Park Boulevard accessible at all times. The Grantee, its successors and assigns shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future, within the Easement Property.

SIGNED this _____ day of _____, 20_____.

BOXER F2, L.P., a Texas limited partnership

**By: BOXER M2, L.L.C. a Texas
limited liability company**

Its: General Partner

By: _____

Title: _____

Name: _____

Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____,
20__ by _____, (Name) _____ (Title) of
BOXER M2, L.L.C., a Texas limited liability company, General Partner of **BOXER F2,**
L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

After Recording Return to:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, Texas 75086-0358

EXHIBIT "A"
EX4
VARIABLE WIDTH SIDEWALK EASEMENT

Part of Lot 1, Block 1,
Central Park Addition
John M. Salmons Survey, Abstract No. 814
City of Plano, Collin County, Texas

DESCRIPTION, of a 3,070 square foot (0.070 acre) tract of land situated in the John M. Salmons Survey, Abstract No. 814, Collin County, Texas; said tract being part of Lot 1, Block 1, Central Park Addition, an addition to the City of Plano, Texas according to the plat recorded in Cabinet C, Slide 695 of the Plat Records of Collin County, Texas; said tract also being part of that certain tract of land described in Special Warranty Deed with Vendor's Lien to Parmenter 101 E. Park Boulevard LP recorded in Volume 5660, Page 4085 of the Deed Records of Collin County, Texas; said 3,070 square foot tract being more particularly described as follows (Bearings are based on NAD 83 (CORS 96), EPOCH:2002.00, Texas State Plane, North Central Zone - 4202, US foot):

BEGINNING, at an "+" cut in concrete found for corner at the intersection of the southwest right-of-way line of Republic Drive (a 65-foot wide right-of-way) and the northwest right-of-way line of Park Boulevard (a variable width right-of-way); said point being easternmost corner of said Lot 1;

THENCE, departing the said southwest line of Republic Drive and along the said northwest line of Park Boulevard, the north line of said Park Boulevard and the southeast and south lines of said Lot 1, the following three (3) calls:

South 44 degrees, 46 minutes, 22 seconds West, a distance of 300.92 feet to a 1/2-inch iron rod found at the beginning of a tangent curve to the right;

In a southwesterly direction, along said curve to the right, having a central angle of 26 degrees, 15 minutes, 38 seconds, a radius of 1150.00 feet, a chord bearing and distance of South 57 degrees, 54 minutes, 11 seconds West, 522.48 feet, an arc distance of 527.08 feet to a 1/2-inch iron rod with "HALFF&ASSOC" cap found for corner at the end of said curve;

North 83 degrees, 18 minutes, 42 seconds West, a distance of 9.68 feet to a point for corner (not set);

THENCE, North 75 degrees, 06 minutes, 25 seconds East, departing the said north line of Park Boulevard and the said south line of Lot 1, a distance of 18.23 feet to a point for corner (not set);

THENCE, South 16 degrees, 39 minutes, 18 seconds East, a distance of 1.00 foot to a point for corner (not set) at the beginning of a non-tangent curve to the left;

THENCE, in a northeasterly direction, along said curve to the left, having a central angle of 11 degrees, 48 minutes, 09 seconds, a radius of 1120.16 feet, a chord bearing and distance of North 64 degrees, 53 minutes, 15 seconds East, 230.34 feet, an arc distance of 230.74 feet to a point for corner (not set) at the end of said curve;

THENCE, North 19 degrees, 26 minutes, 07 seconds West, a distance of 1.03 feet to a point for corner (not set);

THENCE, North 56 degrees, 12 minutes, 34 seconds East, a distance of 18.30 feet to an angle point (not set);

THENCE, North 56 degrees, 56 minutes, 11 seconds East, a distance of 25.49 feet to an angle point (not set);

EXHIBIT "A"
EX4
VARIABLE WIDTH
SIDEWALK EASEMENT
(Continued)

THENCE, North 56 degrees, 09 minutes, 10 seconds East, a distance of 17.93 feet to an angle point (not set);

THENCE, North 55 degrees, 05 minutes, 01 seconds East, a distance of 28.34 feet to an angle point (not set);

THENCE, North 53 degrees, 05 minutes, 18 seconds East, a distance of 63.83 feet to an angle point (not set);

THENCE, North 49 degrees, 51 minutes, 10 seconds East, a distance of 54.59 feet to a point for corner (not set);

THENCE, North 41 degrees, 41 minutes, 54 seconds West, a distance of 2.07 feet to a point for corner (not set) at the beginning of a non-tangent curve to the left;

THENCE, in a northeasterly direction, along said curve to the left, having a central angle of 10 degrees, 08 minutes, 59 seconds, a radius of 433.64 feet, a chord bearing and distance of North 48 degrees, 36 minutes, 05 seconds East, 76.72 feet, an arc distance of 76.82 feet to a point (not set) at the end of said curve;

THENCE, North 43 degrees, 36 minutes, 12 seconds East, a distance of 39.38 feet to an angle point (not set);

THENCE, North 43 degrees, 39 minutes, 49 seconds East, a distance of 40.35 feet to an angle point (not set);

THENCE, North 43 degrees, 26 minutes, 47 seconds East, a distance of 37.51 feet to a point for corner (not set);

THENCE, South 45 degrees, 08 minutes, 30 seconds East, a distance of 2.00 feet to a point for corner (not set);

THENCE, North 44 degrees, 19 minutes, 30 seconds East, a distance of 37.18 feet to a point (not set) at the beginning of a tangent curve to the left;

THENCE, in a northeasterly direction, along said curve to the left, having a central angle of 04 degrees, 55 minutes, 25 seconds, a radius of 200.16 feet, a chord bearing and distance of North 41 degrees, 51 minutes, 47 seconds East, 17.19 feet, an arc distance of 17.20 feet to a point (not set) at the end of said curve; said point being the beginning of a reverse curve to the right;

THENCE, in a northeasterly direction, along said curve to the to the right, having a central angle of 05 degrees, 33 minutes, 27 seconds, a radius of 201.00 feet, a chord bearing and distance of North 42 degrees, 10 minutes, 48 seconds East, 19.49 feet, an arc distance of 19.50 feet to a point (not set) at the end of said curve;

THENCE, North 44 degrees, 57 minutes, 32 seconds East, a distance of 26.59 feet to an angle point (not set);

THENCE, North 51 degrees, 35 minutes, 17 seconds East, a distance of 16.53 feet to an angle point (not set); said point being the beginning of a non-tangent curve to the left;

EXHIBIT "A"
EX4
VARIABLE WIDTH
SIDEWALK EASEMENT
(Continued)

THENCE, in a northeasterly direction, along said curve to the left, having a central angle of 13 degrees, 58 minutes, 16 seconds, a radius of 87.00 feet, a chord bearing and distance of North 37 degrees, 46 minutes, 49 seconds East, 21.16 feet, an arc distance of 21.21 feet to a point (not set) at the end of said curve; said point being the beginning of a reverse curve to the right;

THENCE, in a northeasterly direction, along said curve to the right, having a central angle of 13 degrees, 51 minutes, 58 seconds, a radius of 113.00 feet, a chord bearing and distance of North 37 degrees, 43 minutes, 40 seconds East, 27.28 feet, an arc distance of 27.35 feet to a point (not set) at the end of said curve;

THENCE, North 44 degrees, 39 minutes, 39 seconds East, a distance of 12.95 feet to a point for corner (not set);

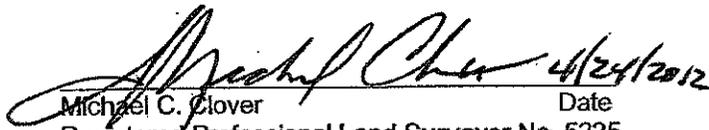
THENCE, North 00 degrees, 17 minutes, 38 seconds West, a distance of 8.67 feet to a point for corner (not set) in the said southwest line of Republic Drive and the northernmost northeast line of said Lot 1;

THENCE, South 45 degrees, 13 minutes, 38 seconds East, along the said southwest line of Republic Drive and the said northeast line of Lot 1, a distance of 15.74 feet to the POINT OF BEGINNING;

CONTAINING, 3,070 square feet or 0.070 acres of land, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.


Michael C. Clover Date 4/24/2012

Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00.

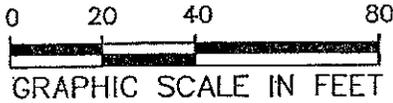


Revised: 03/12/2012
04/23/2012

3061-10.213 EX4R3
EX4R2.doc jsa

EXHIBIT "A" (EX4)

LOT 1, BLOCK 1,
REPUBLICBANK PLANO
MOTORBANK ADDITION
(CAB. C, SLIDE 592)



LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
(CAB. C, SLIDE 695)

PARMENTER 101 E. PARK BOULEVARD LP
(VOL. 5660, PG. 4085)

REPUBLIC DRIVE

1/2-INCH IRON
ROD FOUND (C.M.)

S 45°13'38" E
15.74'

"+" CUT IN CONCRETE
FOUND (C.M.)

POINT OF BEGINNING

N 51°35'17" E
16.53'

N 44°57'32" E
26.59'

20' BUILDING LINE
(CAB. C, SLIDE 695)

PARK BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)

N 44°19'30" E
37.18'

N 43°26'47" E
37.51'

N 43°39'49" E
40.35'

N 43°36'12" E
39.38'

VARIABLE WIDTH
SIDEWALK EASEMENT
3,070 SF
(0.070 ACRES)

| LEGEND | |
|--------|--|
| | PROPERTY LINE |
| | EXISTING EASEMENT LINE |
| | TEMPORARY EASEMENT LINE |
| | NEW EASEMENT LINE |
| | POINT FOR CORNER (UNLESS OTHERWISE NOTED) |
| (C.M.) | - CONTROLLING MONUMENT |

SEE SHEET 7 FOR LINE
AND CURVE TABLES.

NOTES:

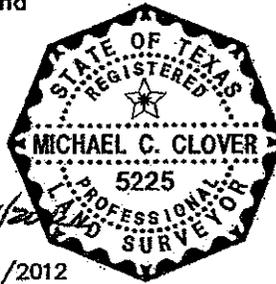
1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearings are based on NAD 83 (CORS 96), EPOCH: 2002.00, Texas State Plane, North Central Zone - 4202, US foot.

MATCHLINE (SEE SHEET 5)

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the metes and bounds of the easement tract described.

04/23/2012 - 12:42PM JANDRICOPOULOS

Michael C. Clover
Michael C. Clover
Registered Professional
Land Surveyor No. 5225
Date: 4/24/2012



REVISED: 03/12/2012
04/23/2012

VARIABLE WIDTH SIDEWALK EASEMENT

PART OF LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
AN ADDITION TO THE CITY OF PLANO, TEXAS
JOHN M. SALMONS SURVEY,
ABSTRACT NO. 814
COLLIN COUNTY, TEXAS
SHEET 4 OF 7

Pacheco Koch 8350 N. CENTRAL EXPWY, SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

| DRAWN BY | CHECKED BY | SCALE | DATE | JOB NUMBER |
|----------|------------|--------|-----------|-------------|
| JSA/MWW | MCC | 1"=40' | JAN. 2012 | 3061-10.213 |

EXHIBIT "A" (EX4) MATCHLINE (SEE SHEET 4)

LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
(CAB. C, SLIDE 695)

PARMENTER 101 E. PARK BOULEVARD LP
(VOL. 5660, PG. 4085)

FIRE LANE EASEMENT
(CAB. C, SLIDE 695)

10' WATER LINE EASEMENT
(CAB. C, SLIDE 695)

20' BUILDING LINE
(CAB. C, SLIDE 695)

$\Delta=10^{\circ}08'59''$
 $R=433.64'$
 $L=76.82'$
 $T=38.51'$
 CB=N 48°36'05" E
 CD=76.72'

N 43°36'12" E
39.38'

S 44°46'22" W
300.92'
1/2-INCH IRON
ROD FOUND (C.M.)

N 49°51'10" E
54.59'

VARIABLE WIDTH
SIDEWALK EASEMENT
3,070 SF
(0.070 ACRES)

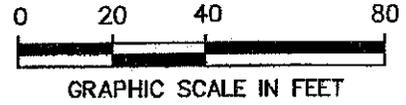
N 53°05'18" E
63.83'

PARK BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)

$\Delta=26^{\circ}15'38''$
 $R=1150.00'$
 $L=527.08'$
 $T=268.25'$
 CB=S 57°54'11" W
 CD=522.48'

MATCHLINE (SEE SHEET 6)

L1 L2 L3 L4 L5 L6



| LEGEND | |
|--------|--|
| | PROPERTY LINE |
| | EXISTING EASEMENT LINE |
| | NEW EASEMENT LINE |
| | POINT FOR CORNER (UNLESS OTHERWISE NOTED) |
| | (C.M.) - CONTROLLING MONUMENT |

SEE SHEET 4 FOR GENERAL NOTES AND
SURVEYOR'S CERTIFICATE. SEE SHEET 7
FOR LINE AND CURVE TABLES.

VARIABLE WIDTH SIDEWALK EASEMENT

PART OF LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
AN ADDITION TO THE CITY OF PLANO, TEXAS
JOHN M. SALMONS SURVEY,
ABSTRACT NO. 814
COLLIN COUNTY, TEXAS
SHEET 5 OF 7

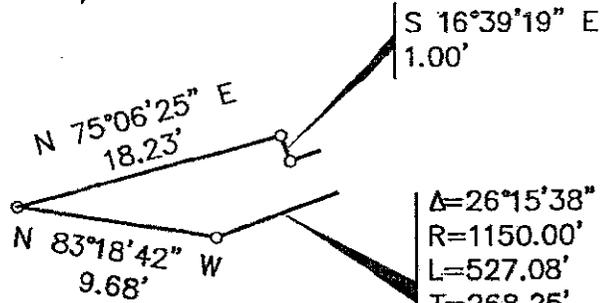
REVISED: 03/12/2012
04/23/2012

Pacheco Koch 8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75206 972.235.3031
DALLAS • FORT WORTH • HOUSTON TX REG. ENGINEERING FIRM F-469
TX REG. SURVEYING FIRM LS-100080-00

| DRAWN BY | CHECKED BY | SCALE | DATE | JOB NUMBER |
|----------|------------|--------|-----------|-------------|
| JSA/MWW | MCC | 1"=40' | JAN. 2012 | 3061-10.213 |

M:\DWG-30\3061-10.213 (SURFACE)\DWG\SURVEY\3061-10-213EX4R3.DWG 04/24/2012 12:33PM JANDRICPOULOS

EXHIBIT "A" (EX4)



$\Delta=26^{\circ}15'38''$
 $R=1150.00'$
 $L=527.08'$
 $T=268.25'$
 $CB=S 57^{\circ}54'11'' W$
 $CD=522.48'$

LOT 1, BLOCK 1,
 CENTRAL PARK ADDITION
 (CAB. C, SLIDE 695)

PARMENTER 101 E. $\Delta=11^{\circ}48'09''$
 PARK BOULEVARD LP $R=1120.16'$
 (VOL. 5660, PG. 4085) $L=230.74'$
 $T=115.78'$
 $CB=N 64^{\circ}53'15'' E$
 $CD=230.34'$

15' T.P.&L. EASEMENT
(CAB. C, SLIDE 695)

SEE DETAIL ①

20' BUILDING LINE
(CAB. C, SLIDE 695)

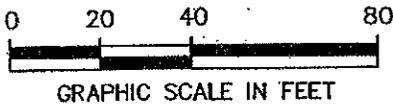
VARIABLE WIDTH
 SIDEWALK EASEMENT
 3,070 SF
 (0.070 ACRES)

$\Delta=26^{\circ}15'38''$
 $R=1150.00'$
 $L=527.08'$
 $T=268.25'$
 $CB=S 57^{\circ}54'11'' W$
 $CD=522.48'$

$N 83^{\circ}18'42'' W$ 9.68'
 1/2-INCH IRON ROD
 W/ "HALF&ASSOC" CAP
 FOUND (C.M.)

PARK BOULEVARD
 (VARIABLE WIDTH RIGHT-OF-WAY)

PARK BOULEVARD
 (VARIABLE WIDTH RIGHT-OF-WAY)



| LEGEND | |
|--------|--|
| | PROPERTY LINE |
| | EXISTING EASEMENT LINE |
| | NEW EASEMENT LINE |
| | POINT FOR CORNER (UNLESS OTHERWISE NOTED) |
| (C.M.) | - CONTROLLING MONUMENT |

SEE SHEET 4 FOR GENERAL NOTES AND
 SURVEYOR'S CERTIFICATE. SEE SHEET 7
 FOR LINE AND CURVE TABLES.

VARIABLE WIDTH SIDEWALK EASEMENT

PART OF LOT 1, BLOCK 1,
 CENTRAL PARK ADDITION
 AN ADDITION TO THE CITY OF PLANO, TEXAS
 JOHN M. SALMONS SURVEY,
 ABSTRACT NO. 814
 COLLIN COUNTY, TEXAS
 SHEET 6 OF 7

REVISED: 03/12/2012
 04/23/2012



Pacheco Koch

8350 N. CENTRAL EXPWY. SUITE 1000
 DALLAS, TX 75208 972.235.3031
 TX REG. ENGINEERING FIRM F-469
 DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

| | | | | |
|---------------------|-------------------|-----------------|-------------------|---------------------------|
| DRAWN BY JSA/MWW | CHECKED BY MCC | SCALE 1"=40' | DATE JAN. 2012 | JOB NUMBER 3061-10.213 |
|---------------------|-------------------|-----------------|-------------------|---------------------------|

EXHIBIT "A" (EX4)

LINE TABLE

| LINE | BEARING | LENGTH |
|------|---------------|--------|
| L1 | N 19°26'07" W | 1.03' |
| L2 | N 56°12'34" E | 18.30' |
| L3 | N 56°56'11" E | 25.49' |
| L4 | N 56°09'10" E | 17.93' |
| L5 | N 55°05'01" E | 28.34' |
| L6 | N 41°41'54" W | 2.07' |
| L7 | S 45°08'30" E | 2.00' |
| L8 | N 44°39'39" E | 12.95' |
| L9 | N 00°17'38" W | 8.67' |

CURVE TABLE

| CURVE | DELTA | RADIUS | LENGTH | TANGENT | CHORD BEARING | CHORD |
|-------|-----------|---------|--------|---------|---------------|--------|
| C1 | 04°55'25" | 200.16' | 17.20' | 8.61' | N 41°51'47" E | 17.19' |
| C2 | 05°33'27" | 201.00' | 19.50' | 9.76' | N 42°10'48" E | 19.49' |
| C3 | 13°58'16" | 87.00' | 21.21' | 10.66' | N 37°46'49" E | 21.16' |
| C4 | 13°51'58" | 113.00' | 27.35' | 13.74' | N 37°43'40" E | 27.28' |

NOTES:

1. A metes and bounds description of even survey date herewith accompanies this plat of survey.
2. Bearings are based on NAD 83 (CORS 96), EPOCH: 2002.00, Texas State Plane, North Central Zone - 4202, US foot.

SEE SHEET 4 FOR
SURVEYOR'S CERTIFICATE.

VARIABLE WIDTH SIDEWALK EASEMENT

PART OF LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
AN ADDITION TO THE CITY OF PLANO, TEXAS
JOHN M. SALMONS SURVEY,
ABSTRACT NO. 814
COLLIN COUNTY, TEXAS
SHEET 7 OF 7

REVISED: 03/12/2012
04/23/2012



Pacheco Koch

8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
DALLAS ■ FORT WORTH ■ HOUSTON TX REG. SURVEYING FIRM LS-100080-00

DRAWN BY
JSA/MWW

CHECKED BY
MCC

SCALE
NONE

DATE
JAN. 2012

JOB NUMBER
3061-10.213

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS
COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT, **BOXER F2, L.P.**, hereinafter called "Grantor," for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Grantee," the receipt and sufficiency of which is hereby acknowledged, does **SELL, GRANT and CONVEY** to Grantee, its successors and assigns, a temporary construction easement for the purpose of, accessing proposed construction in Park Boulevard and to install 6' x 8" concrete wheel stops in 37 parking spaces on Grantor's property as depicted in Exhibit "B" on, across and through certain real property in the City of Plano, Collin County, Texas, more particularly described in Exhibit "A", which is attached hereto and made a part hereof by reference as if fully set forth herein (called the "Easement Property").

Grantee will at all times, after doing any work in connection with the construction, operation or repair of the Easement Property, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

This Temporary Construction Easement will expire at such time that the public improvement project described as Park Boulevard Pedestrian Crossing Project No. 5737 completed and accepted by the City of Plano, Texas.

This Easement may be assigned in whole or in part.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property or any part thereof, for the purpose of access by Grantee and Grantee's contractors and their employees and for the purposes set forth above.

SIGNED this _____ day of _____, 20__.

BOXER F2, L.P., a Texas limited partnership

By: BOXER M2, L.L.C. a Texas limited liability company

Its: General Partner

By: _____
Title: _____
Name: _____
Address: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____, (Name) _____ (Title) of **BOXER M2, L.L.C.**, a Texas limited liability company, General Partner of **BOXER F2, L.P.**, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

After Recording Please Return To:
City Attorney's Office
City of Plano, Texas
P.O. Box 860358
Plano, TX 75086-0358

EXHIBIT "A"
EX4T
VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT

Part of Lot 1, Block 1,
Central Park Addition
John M. Salmons Survey, Abstract No. 814
City of Plano, Collin County, Texas

Being a Variable Width Temporary Construction Easement adjoining the north line of the Proposed Variable Width Sidewalk Easement. This Temporary Construction Easement contains 8,656 square feet or 0.199 acres, more or less.

(A survey plat of even survey date herewith accompanies this description.)

The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the limits of the easement tract described.


Michael C. Clover

Date

Registered Professional Land Surveyor No. 5225
Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expwy, #1000, Dallas TX 75206
(972) 235-3031
TX Reg. Surveying Firm LS-100080-00

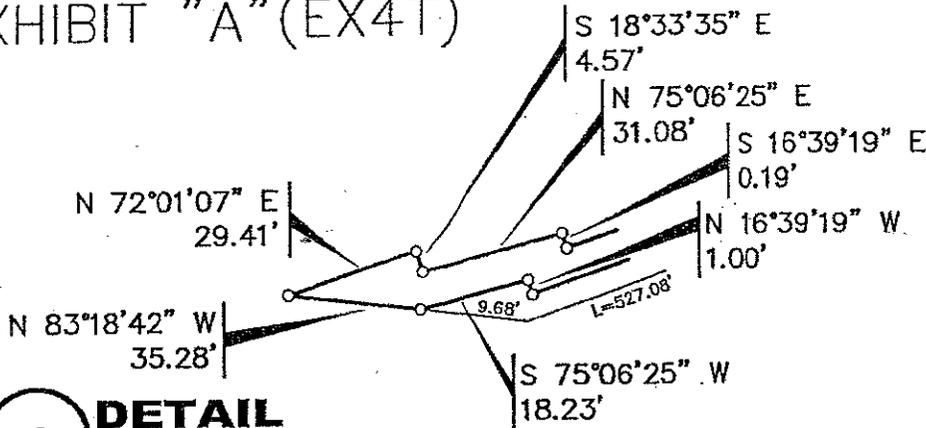


Revised: 04/23/2012

3061-10.213 EX4TR2
EX4TR.doc jsa

EXHIBIT "A" (EX4T)

1 **DETAIL**
NOT TO SCALE



LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
(CAB. C, SLIDE 695)

PARMENTER 101 E.
PARK BOULEVARD LP
(VOL. 5660, PG. 4085)

VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
8,656 SF
(0.199 ACRES)

$\Delta=10^{\circ}50'31''$
 $R=1110.16'$
 $L=210.07'$
 $T=105.35'$
CB=N $64^{\circ}49'41''$ E
CD=209.76'

15' T.P.&L. EASEMENT
(CAB. C, SLIDE 695)

SEE DETAIL ①

20' BUILDING LINE
(CAB. C, SLIDE 695)

PROPOSED
VARIABLE WIDTH
SIDEWALK EASEMENT
3,070 SF
(0.070 ACRES)

$\Delta=26^{\circ}15'38''$
 $R=1150.00'$
 $L=527.08'$
 $T=268.25'$
CB=S $57^{\circ}54'11''$ W
CD=522.48'

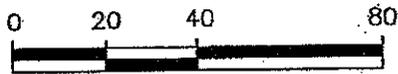
$\Delta=11^{\circ}48'09''$
 $R=1120.16'$
 $L=230.74'$
 $T=115.78'$
CB=S $64^{\circ}53'15''$ W
CD=230.34'

PARK BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)

PARK BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)

1/2-INCH IRON ROD
W/"HALF&ASSOC" CAP
FOUND (C.M.)

| LEGEND | |
|--------|---|
| | PROPERTY LINE |
| | EXISTING EASEMENT LINE |
| | NEW TEMPORARY EASEMENT LINE |
| | POINT FOR CORNER (UNLESS OTHERWISE NOTED) |
| (C.M.) | - CONTROLLING MONUMENT |



SEE SHEET 5 FOR GENERAL NOTES, LINE AND CURVE TABLES AND SURVEYOR'S CERTIFICATE.

REVISED: 04/23/2012

Pacheco Koch 8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

| DRAWN BY | CHECKED BY | SCALE | DATE | JOB NUMBER |
|----------|------------|--------|------------|-------------|
| JSA/MWW | MCC | 1"=40' | MARCH 2012 | 3061-10.213 |

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
AN ADDITION TO THE CITY OF PLANO, TEXAS
JOHN M. SALMONS SURVEY,
ABSTRACT NO. 814
COLLIN COUNTY, TEXAS
SHEET 2 OF 5

M:\DWG-30\3061-10.213 (SURFACE)\DWG\SURVEY\3061-10-213EX4TR2.DWG 04/24/2012 12:40PM JANDRICOPOULOS

MATCHLINE (SEE SHEET 3)

EXHIBIT "A" (EX4T)

MATCHLINE (SEE SHEET 4)

LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
(CAB. C, SLIDE 695)

PARMENTER 101 E. PARK BOULEVARD LP
(VOL. 5660, PG. 4085)

FIRE LANE EASEMENT
(CAB. C, SLIDE 695)

VARIABLE WIDTH TEMPORARY
CONSTRUCTION EASEMENT
8,656 SF
(0.199 ACRES)

10' WATER LINE EASEMENT
(CAB. C, SLIDE 695)

N 55°05'01" E
28.08'

N 56°09'10" E
17.77'

N 56°56'11" E
25.48'

L11 L10

L12 L8

L7 L6

N 49°51'10" E
44.03'

N 53°05'18" E
63.38'

S 53°05'18" W
63.83'

$\Delta=26^{\circ}15'38''$
 $R=1150.00'$
 $L=527.08'$
 $T=268.25'$
 $CB=S 57^{\circ}54'11'' W$
 $CD=522.48'$

$\Delta=11^{\circ}48'09''$
 $R=1120.16'$
 $L=230.74'$
 $T=115.78'$
 $CB=S 64^{\circ}53'15'' W$
 $CD=230.34'$

$\Delta=11^{\circ}38'18''$
 $R=423.64'$
 $L=86.05'$
 $T=43.17'$
 $CB=N 49^{\circ}20'41'' E$
 $CD=85.90'$

N 43°36'12" E
39.40'

$\Delta=10^{\circ}08'59''$
 $R=433.64'$
 $L=76.82'$
 $T=38.51'$
 $CB=S 48^{\circ}36'05'' W$
 $CD=76.72'$

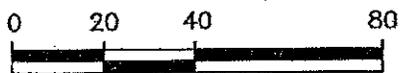
PROPOSED VARIABLE WIDTH
SIDEWALK EASEMENT
3,070 SF
(0.070 ACRES)

PARK BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)

S 44°46'22" W
300.92'
1/2-INCH IRON
ROD FOUND (C.M.)

M:\DWG-30\3061-10.213 (SURFACE)\DWG\SURVEY\3061-10-213EX4TR2.DWG
04/24/2012 - 12:40PM
JANDRICPOULOS

MATCHLINE (SEE SHEET 2)



| LEGEND | |
|--------|---|
| | PROPERTY LINE |
| | EXISTING EASEMENT LINE |
| | NEW TEMPORARY EASEMENT LINE |
| | POINT FOR CORNER (UNLESS OTHERWISE NOTED) |
| | (C.M.) - CONTROLLING MONUMENT |

SEE SHEET 5 FOR LINE AND CURVE TABLES AND SURVEYOR'S CERTIFICATE.

- NOTES:
1. A easement description of even survey date herewith accompanies this plat of survey.
 2. Bearings are based on NAD 83 (CORS 96), EPOCH: 2002.00, Texas State Plane, North Central Zone - 4202, US foot.

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
AN ADDITION TO THE CITY OF PLANO, TEXAS
JOHN M. SALMONS SURVEY,
ABSTRACT NO. 814
COLLIN COUNTY, TEXAS
SHEET 3 OF 5

REVISED: 04/23/2012

Pacheco Koch 8350 N. CENTRAL EXPWY. SUITE 1000 DALLAS, TX 75208 972.235.3031
DALLAS * FORT WORTH * HOUSTON TX REG. ENGINEERING FIRM F-469 TX REG. SURVEYING FIRM LS-100080-00

| | | | | |
|---------------------|-------------------|-----------------|--------------------|---------------------------|
| DRAWN BY JSA/MWW | CHECKED BY MCC | SCALE 1"=40' | DATE MARCH 2012 | JOB NUMBER 3061-10.213 |
|---------------------|-------------------|-----------------|--------------------|---------------------------|

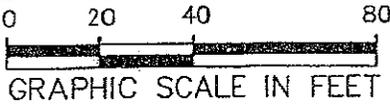


EXHIBIT "A" (EX4T)

LOT 1, BLOCK 1,
REPUBLICBANK PLANO
MOTORBANK ADDITION
(CAB. C, SLIDE 592)

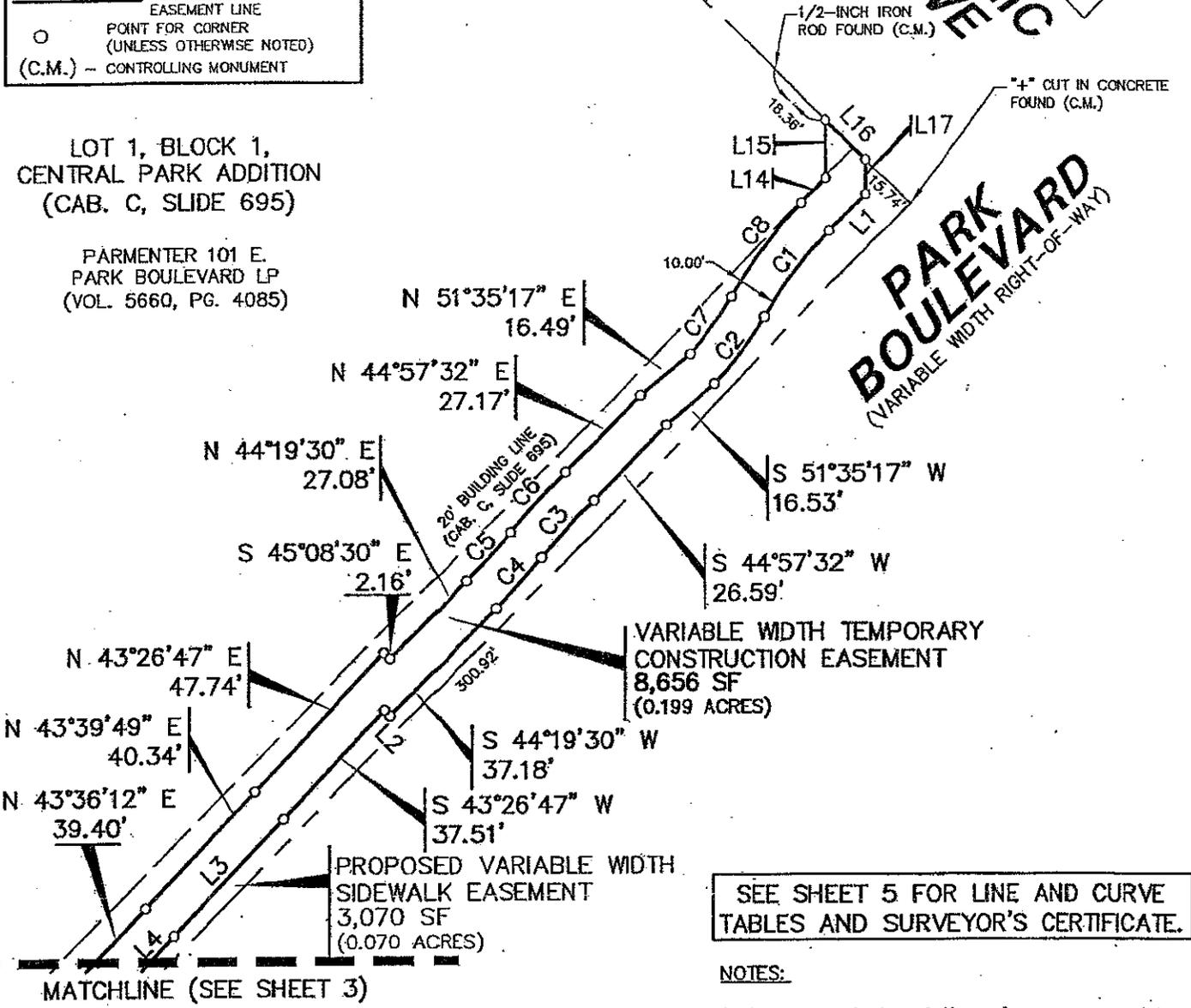
| LEGEND | |
|--------|---|
| | PROPERTY LINE |
| | EXISTING EASEMENT LINE |
| | NEW TEMPORARY EASEMENT LINE |
| | POINT FOR CORNER (UNLESS OTHERWISE NOTED) |
| (C.M.) | - CONTROLLING MONUMENT |

LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
(CAB. C, SLIDE 695)

PARMENTER 101 E.
PARK BOULEVARD LP
(VOL. 5660, PG. 4085)

REPUBLIC DRIVE
65' R.O.W.

PARK BOULEVARD
(VARIABLE WIDTH RIGHT-OF-WAY)



SEE SHEET 5 FOR LINE AND CURVE TABLES AND SURVEYOR'S CERTIFICATE.

NOTES:

1. A easement description of even survey date herewith accompanies this plat of survey.
2. Bearings are based on NAD 83 (CORS 96), EPOCH: 2002.00, Texas State Plane, North Central Zone - 4202, US foot.

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT
PART OF LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
AN ADDITION TO THE CITY OF PLANO, TEXAS
JOHN M. SALMONS SURVEY,
ABSTRACT NO. 814
COLLIN COUNTY, TEXAS
SHEET 4 OF 5

REVISED: 04/23/2012

Pacheco Koch 8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75208 972.235.3031
DALLAS ■ FORT WORTH ■ HOUSTON TX REG. ENGINEERING FIRM F-459
TX REG. SURVEYING FIRM LS-100080-00

| | | | | |
|----------------------------|--------------------------|------------------------|---------------------------|----------------------------------|
| DRAWN BY JSA/MWW | CHECKED BY MCC | SCALE 1"=40' | DATE MARCH 2012 | JOB NUMBER 3061-10.213 |
|----------------------------|--------------------------|------------------------|---------------------------|----------------------------------|

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EXHIBIT "A" (EX4T)

LINE TABLE

| LINE | BEARING | LENGTH |
|------|---------------|--------|
| L1 | S 44°39'39" W | 12.95' |
| L2 | N 45°08'30" W | 2.00' |
| L3 | S 43°39'49" W | 40.35' |
| L4 | S 43°36'12" W | 39.38' |
| L5 | S 41°41'54" E | 2.07' |
| L6 | S 55°05'01" W | 28.34' |
| L7 | S 56°09'10" W | 17.93' |
| L8 | S 56°56'11" W | 25.49' |
| L9 | S 56°12'34" W | 18.30' |
| L10 | S 19°26'07" E | 1.03' |
| L11 | N 19°26'07" W | 0.61' |
| L12 | N 56°12'34" E | 26.13' |
| L13 | N 41°41'54" W | 2.92' |
| L14 | N 44°39'39" E | 8.81' |
| L15 | N 00°17'38" W | 14.56' |
| L16 | S 45°13'38" E | 14.16' |
| L17 | S 00°17'38" E | 8.67' |

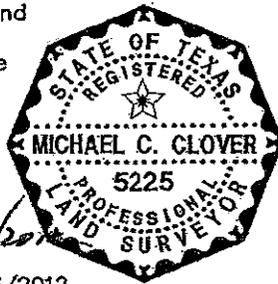
CURVE TABLE

| CURVE | DELTA | RADIUS | LENGTH | TANGENT | CHORD BEARING | CHORD |
|-------|-----------|---------|--------|---------|---------------|--------|
| C1 | 13°51'58" | 113.00' | 27.35' | 13.74' | S 37°43'40" W | 27.28' |
| C2 | 13°58'16" | 87.00' | 21.21' | 10.66' | S 37°46'49" W | 21.16' |
| C3 | 05°33'27" | 201.00' | 19.50' | 9.76' | S 42°10'48" W | 19.49' |
| C4 | 04°55'25" | 200.16' | 17.20' | 8.61' | S 41°51'47" W | 17.19' |
| C5 | 04°55'25" | 190.16' | 16.34' | 8.18' | N 41°51'47" E | 16.34' |
| C6 | 05°33'27" | 211.00' | 20.47' | 10.24' | N 42°10'48" E | 20.46' |
| C7 | 13°32'28" | 77.00' | 18.20' | 9.14' | N 37°33'55" E | 18.16' |
| C8 | 13°51'58" | 123.00' | 29.77' | 14.96' | N 37°43'40" E | 29.69' |

NOTES:

1. A easement description of even survey date herewith accompanies this plat of survey.
2. Bearings are based on NAD 83 (CORS 96), EPOCH: 2002.00, Texas State Plane, North Central Zone - 4202, US foot.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accurately sets out the limits of the easement tract described.



Michael C. Clover
Registered Professional
Land Surveyor No. 5225

Date 4/24/2012
REVISED: 04/23/2012

VARIABLE WIDTH TEMPORARY CONSTRUCTION EASEMENT

PART OF LOT 1, BLOCK 1,
CENTRAL PARK ADDITION
AN ADDITION TO THE CITY OF PLANO, TEXAS
JOHN M. SALMONS SURVEY,
ABSTRACT NO. 814
COLLIN COUNTY, TEXAS
SHEET 5 OF 5

Pacheco Koch 8350 N. CENTRAL EXPWY. SUITE 1000
DALLAS, TX 75206 972.235.3031
TX REG. ENGINEERING FIRM F-469
DALLAS • FORT WORTH • HOUSTON TX REG. SURVEYING FIRM LS-100080-00

| DRAWN BY | CHECKED BY | SCALE | DATE | JOB NUMBER |
|----------|------------|-------|------------|-------------|
| JSA/MWW | MCC | NONE | MARCH 2012 | 3061-10.213 |

DWG FILE: 3061-10-213EX4-TR2.DWG

M:\DWG-30\3061-10.213 (SURFACE)\DWG\SURVEY\3061-10-213EX4-TR2.DWG

04/24/2012 - 12:42PM

JANDRICOPOULOS



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|----------------------------------|-------------------------|--|-----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | September 23, 2013 | | |
| Department: | | Planning | | |
| Department Head | | Phyllis Jarrell | | |
| Agenda Coordinator (include phone #): Karen Suiter x7566 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services Grant funds in the amount of \$385,533 for the provision of various community services; authorizing its execution by the City Manager or his authorized designee; and providing the effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 385,533 | 385,533 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | -385,533 | -385,533 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): GENERAL FUND | | | | |
| COMMENTS: This item, in the amount of \$385,533, is included in the approved 2013-14 Budget for the Buffington Community Services Grant. STRATEGIC PLAN GOAL: Funding of the Buffington Community Services Grant relates to the City's goal of Partnering for Community Benefit. | | | | |
| SUMMARY OF ITEM | | | | |
| This Resolution establishes agreements for Buffington Community Service Grant funding with various agencies. Approval of the resolution will enable the agencies to begin using Buffington Community Service Grant funds effective October 1, 2013. The 2013 funding amounts and recipients were considered by City Council at the August 7, 2013 Work Session. | | | | |
| List of Supporting Documents: Resolution, Sample Agreement | | | Other Departments, Boards, Commissions or Agencies Community Relations Commission | |

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Buffington Community Services Grant funds in the amount of \$385,533 for the provision of various community services; authorizing its execution by the City Manager or his authorized designee; and providing the effective date.

WHEREAS, the City Council has been presented proposed agreements by and between the City of Plano and various social service agencies, a sample copy of which is attached hereto as "Exhibit A", which establish the terms and conditions of funding; and

WHEREAS, the City has determined that it is in the best interests of the citizens of Plano that the Buffington Community Services Grant (BCSG) funds be utilized for the purposes for which they were granted to each of the entities listed herein, and that each such purpose is a valid public purpose; and

WHEREAS, upon full review and consideration of the Agreements, and all matters attendant and related hereto, 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 them on behalf of the City of Plano; and

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

Section I. - The terms and conditions of the Agreements with the below-named agencies in the amounts specified; having been reviewed by the City Council and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved:

| | |
|---|----------|
| Assistance Center of Collin County | \$22,000 |
| Assistance League of Greater Collin County | \$12,000 |
| CASA of Collin County | \$23,000 |
| Children's Advocacy Center of Collin County | \$17,000 |
| City House, Inc. – Runaway Homeless Youth | \$19,000 |
| City House, Inc. – Transitional Living | \$18,000 |
| Collin County Adult Clinic | \$19,000 |
| Collin County Committee on Aging | \$32,000 |
| Dental Health Programs dba Community Dental Care | \$22,000 |
| Family Outreach, Richardson-Plano, Inc. | \$14,000 |
| Health Services of North Texas, Inc. – Mental Health | \$13,000 |
| Health Services of North Texas, Inc. – Nutrition Center | \$11,000 |
| Hope's Door | \$16,533 |
| Jewish Family Service of Dallas | \$22,000 |
| Journey of Hope Grief Support Center, Inc. | \$13,000 |
| Lifesource | \$ 6,000 |

| | |
|---|-----------|
| Maurice Barnett Geriatric Wellness Center, Inc. – Gatekeepers | \$20,000 |
| Maurice Barnett Geriatric Wellness Center, Inc. – Preventive Healthcare | \$28,000 |
| Plano Children’s Medical Clinic | \$32,000 |
| The Turning Point Rape Crisis Center | \$26,000 |
| <hr/> | |
| Total: | \$385,533 |

Section II. - The City Manager, or his authorized designee, is hereby authorized to execute the Agreements 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 Agreements.

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

DULY PASSED AND APPROVED THIS THE 23RD DAY OF SEPTEMBER, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY



**Funding Agreement Between the City of Plano
and
Subrecipient Name**

Buffington Community Services Grant 2013-2014

This Agreement, entered this 1st day of October, 2013, by and between the City of Plano (herein called the “City”) and Subrecipient name (herein called “Subrecipient”).

WHEREAS, the City has determined that funding programs intended to achieve Consolidated Plan goals and objectives constitutes a valid public purpose;

WHEREAS, the City has designated Buffington Community Service (“BCSG”) monies to carry out such goals and objectives;

WHEREAS, the City is in need of assistance to further these objectives and it is the desire of the Subrecipient to engage in the performance of certain activities related to the City of Plano’s Consolidated Plan; and

WHEREAS, it is in the best interests of the citizens of Plano that the Buffington Community Services funds be utilized for the purposes listed herein,

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. Objectives

The Subrecipient certifies that the activities carried out with funds provided under this Agreement will meet the City of Plano’s objectives and goals to provide community services to its citizens.

The Agreement consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Grant Budget (**Exhibit “A”**);
- (b) Current Year Consolidated Grant Application, Section 2, Program To Be Funded (**Exhibit “B”**);
- (c) Insurance Requirements (**Exhibit “C”**) ; and
- (d) Affidavit of No Prohibited Interest (**Exhibit “D”**).

These documents make up the Agreement Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Agreement Documents, the inconsistency or conflict shall be resolved by

giving precedence first to this written agreement then to the Agreement Documents in the order in which they are listed above. These documents shall be referred to collectively as the "Agreement Documents."

B. Program Delivery Activities

Subrecipient will carry out activities as described in Section 2 of their Consolidated Grant Application, and provided in **Exhibit B** attached hereto and incorporated herein by reference. Modifications to the activities described in **Exhibit B** prior to or during the term of the contract that impact the quality, quantity or availability of services to Plano clients are acceptable only as agreed by the City, per the Community Services Manager's written approval.

C. Levels of Accomplishment

The Subrecipient agrees to provide the following levels of program service:

| <u>Activity</u> | <u>Total Persons Families Households/Year</u> |
|------------------------|---|
| Activity 1 | X |
| Activity 2 (if needed) | X |

D. Conditions of Use

Subrecipient shall use any and all funds furnished by City for purposes set forth in this Agreement and for no other purpose. The Subrecipient further agrees to utilize funds available under this Agreement rather than supplanting otherwise available funds. Subrecipient agrees the expenditure of the funds shall be completed on or before September 30, 2014. If, during the term of this Agreement, Subrecipient wishes to utilize funds for purposes other than the activities noted above, such change will be allowed only if the proposed change is approved by the City Manager or his/her designee. No expenditure of funds in performance any proposed change is permitted until written approval is executed by the City Manager or his/her designee.

The following activities are not acceptable expenditures under this Agreement and funds shall not be applied to: social functions, parties, receptions, refreshments or beverages; licensing fees of any kind; underwriting, investments, stocks, bonds, or other financial obligation; and interest and/or depreciation on loans, fines, penalties, or costs of litigation.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2013, and terminate on the 30th day of September 30, 2014.

III. BUDGET

See **Exhibit A** attached hereto and incorporated herein by reference for line item budget. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City.

Any request for transfer of funds among the contract budget categories submitted by the Subrecipient will require written approval from the City, before the transfer can be effective. The Subrecipient may transfer CDBG funds between or among budget categories listed on **Exhibit A** attached hereto and incorporated herein by reference without requiring a formal amendment to this contract provided:

1. The cumulative dollar amount of all transfers among budget categories is equal to or less than ten percent (10%) of the total amount of the budget;
2. The transfer will not change the scope of the project funded under this contract; and
3. The Subrecipient submits to City a written statement specifying: (1) the reason(s) for transfer; (2) the amount of funds to be transferred and (3) the budget categories affected by the transfer.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **\$(amount)** for the payment of eligible expenses and shall be made against the line item budgets specified in **Exhibit A** herein and in accordance with performance.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives, or their designee:

City
Christina Day, Manager
Community Services
City of Plano
1520 K Avenue
Plano, Texas 75074
972-941-7151
chrisd@plano.gov

Subrecipient
Name
Title
Organization
Address
City, State ZIP
Phone
E-mail

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to the City of Plano’s guidelines and restrictions for the use of BCSG funds.

B. Independent Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The

Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from all unemployment compensation, FICA, retirement, life and/or medical insurance and worker’s compensation insurance, as the Subrecipient.

C. Insurance

Subrecipient agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in **Exhibit C** attached hereto and incorporated herein by reference. Such insurance shall be evidenced by certificates, a copy of which shall be provided to the City’s Community Services Division prior to execution of this Agreement. Insurance provided by Subrecipient is subject to approval by City.

D. Indemnification

THE SUBRECIPIENT 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 SUBRECIPIENT’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 SUBRECIPIENT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBSUBRECIPIENTS, OR SUB-SUBSUBRECIPIENTS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE SUBRECIPIENT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND IT OFFICERS, AGENTS, EMPLOYEES OR SEPARATE SUBRECIPIENTS. 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.

SUBRECIPIENT 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 SUBRECIPIENT’S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF SUBRECIPIENT’S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. SUBRECIPIENT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY’S WRITTEN NOTICE

THAT CITY IS INVOKING ITS RIGHT INDEMNIFICATION UNDER THIS AGREEMENT. IF SUBRECIPIENT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND SUBRECIPIENT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

E. Grantee Recognition

The Subrecipient shall ensure recognition of the City's role in providing Buffington Community Service Grant resources for this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this contract. To this end, Subrecipient is authorized to utilize the City's logo through the duration of this contract as allowed by City of Plano Code of Ordinances, section 2-1(c).

F. Amendments

The City and Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement nor relieve or release the City or Subrecipient from their respective obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, State, or local guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of services, such modifications will be incorporated only by written amendment and will not become effective until signed by both City and the Subrecipient.

G. Suspension or Termination

1. Failure to Comply with Terms

If Subrecipient materially fails to comply with any term of this contract, the City may take one or more of the following actions, as appropriate in the circumstances: (1) disallow all or part of the cost of the activity or action not in compliance resulting in the return of funds related to any non-compliant activities; (2) wholly or partly suspend or terminate the current award for the Subrecipient's program, (3) withhold further awards for the program, or (4) take other remedies that are legally available.

2. Termination

If Subrecipient materially fails to comply with any term of this agreement, this agreement may be terminated by the City upon thirty (30) day written notification to the Subrecipient, setting forth the reasons for such termination, and in the case of partial termination, the portion to be terminated. All services being terminated shall cease upon the date such notice is received.

This agreement may be terminated by Subrecipient upon thirty (30) day written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with and adhere to generally accepted accounting principles and procedures (“GAAP”), utilize adequate internal controls, and maintain complete source documentation for all costs incurred.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not limited to, records providing a full description of each activity undertaken and records required to determine the eligibility of activities.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of the Agreement. If there are litigation, claims, audits, negotiations or other actions that involve any of the records and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, ethnic breakdown, and description of service provided. Such information shall also be made available to City monitors or their designees for review upon request within five (5) business days.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City’s or Subrecipient’s responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor Subrecipient or their designees at any time during normal business hours, as often as the City or grantor Subrecipient deems necessary, to audit, examine, and make copies or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments, return of grant funds, suspension or termination of the agreement, or other legal remedies as available.

6. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts with respect to any matters covered by this agreement by the City or its agent, for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein related to this contract.

C. Reporting and Payment Procedures

Subrecipient shall submit to City a quarterly Performance Report in a format prescribed by City and shall include the amount of funds obligated and expended for each of the eligible activity and number of beneficiaries served. Subrecipient shall submit a Performance Report quarterly no later than the final day of the following month after the completion of the quarter until all Buffington Community Service Grant amounts are reported and expended.

VIII. GENERAL PROVISIONS

A. Article and Section Headings

The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

B. Partial Invalidity

If any term, provision, covenant, or condition of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

C. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

D. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written

consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

E. Subcontracts

1. Approvals

The Subrecipient shall not enter into any subcontracts with any Subrecipient or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

2. Payment Obligations to Third Parties

The City shall not be obligated or liable under this Agreement to any party other than the instant subrecipient for payment of any monies or for provision of any goods or services.

3. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

4. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

5. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

F. Affidavit of No Prohibited Interest

Subrecipient acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Subrecipient has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit D** attached hereto and incorporated herein by reference.

G. Prohibition on use of Funds for Lobbying

The Subrecipient hereby certifies that none of the funds provided under this Agreement shall be used for publicity or propaganda designed to support or defeat legislation pending before the U.S. Congress, a State Legislature, County Commissioners Court, or City Council.

H. Religious Organization

The Subrecipient agrees that funds provided under this contract will not be utilized for religious activities, or to promote religious or sectarian beliefs.

I. Venue

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

IX. 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.

X. EFFECTIVE DATE

This Agreement shall be effective from and after execution by both parties hereto. Signed on the date indicated below.

Subrecipient Name

Name
Title

Date: _____

City of Plano, Texas

Christina Day
Community Services Manager

Date: _____

Approved as to Form

Diane C. Wetherbee
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, **Name, Title of Subrecipient**, a non-profit organization on behalf of said organization.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, Christina Day, Community Services Manager, of the City of Plano, Texas, a Home-Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

Exhibit A

2013 BUDGET

| Expenses | 2013-2014 Budget |
|--|------------------|
| Line item consistent with and not to exceed application Section 4.F. | \$0 |
| Line item consistent with and not to exceed application Section 4.F. | \$0 |
| Total | \$0 |

Exhibit B

PROGRAM DELIVERY ACTIVITIES PER
SECTION 2 OF CURRENT YEAR CONSOLIDATED GRANT APPLICATION

Exhibit C

INSURANCE REQUIREMENTS

1. General Provisions

- 1.1. The Subrecipient shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Subrecipient. The Subrecipient shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Subrecipient is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2. Subrecipient shall cause each subcontractor employed by Subrecipient to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3. The Subrecipient agrees that the insurance requirements specified in this section do not reduce the liability Subrecipient has assumed in any indemnification/hold harmless section of this contract.
- 1.4. City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Subrecipient to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5. Insurance coverage required by this section shall:
 - 1.5.1. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City, and
 - 1.5.2. Be with an insurer possessing an A-VII. A. M. Best Rating.

2. Minimum Insurance Coverage & Limits

- 2.1. Commercial General Liability. Subrecipient shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.
 - 2.1.1. Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2. Minimum Limits of Insurance

- 2.1.2.1. \$1,000,000 Per Occurrence
- 2.1.2.2. \$1,000,000 Personal/Advertising Injury
- 2.1.2.3. \$2,000,000 General Aggregate
- 2.1.2.4. \$2,000,000 Products/Completed Operations Aggregate

2.2. Commercial Automobile Liability. Subrecipient shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1. Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2. Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.2.3. Subrecipient waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Subrecipient pursuant to this section or under any applicable automobile physical damage coverage.

3. Evidence of Insurance

3.1. Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Subrecipient shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. **Subrecipient shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2. Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subrecipient's obligation to maintain such insurance.

3.3. City shall have the right, but not the obligation, of prohibiting Subrecipient or any subcontractor from entering the project site or commencing any service pursuant to this contract until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4. Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5. The Subrecipient shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

- 3.5.1. List each insurers' NAIC Number or FEIN,
- 3.5.2. List **2013 Buffington Community Services Grant**, **program name**, **location of service**, and services dates of **October 1, 2013 through September 30, 2014**.
- 3.5.3. State waiver of subrogation is in favor of City with regard to Workers' Compensation Coverage if required in Section 2.0, Minimum Coverage & Limits of this document,
- 3.5.4. List the specific number of days cancellation provided pursuant to policy language for notice of cancellation to certificate, and
- 3.5.5. List City of Plano, Office of Risk Management, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section.

Exhibit D

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Name of Subrecipient
By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of _____



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------|--|-------------------------|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | September 23, 2013 | | |
| Department: | | Planning | | |
| Department Head | | Phyllis Jarrell | | |
| Agenda Coordinator (include phone #): Karen Suiter x7566 | | | | |
| CAPTION | | | | |
| <p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$195,000 and HOME Investment Partnership funds in the amount of \$319,700 for the provisions of various community services and developments; authorizing the execution by the City Manager or his authorized designee; and providing the effective dates.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2013-14 | Prior Year (CIP Only) | Current Year | Future Years |
| | 2014-15 | | | TOTALS |
| Budget | 0 | 0 | 514,700 | 514,700 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | -514,700 | -514,700 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): HUD GRANT FUND | | | | |
| <p>COMMENTS: This item, in the total amount of \$514,700 is included in the 2013-14 approved Budget. Of the total amount, \$354,850 will be expended in 2013-14 while \$159,850 will be expended in 2014-15.</p> <p>STRATEGIC PLAN GOAL: Funding for various community organizations relates to the City's goal of Partnering for Community Benefit.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>This Resolution establishes agreements for CDBG and HOME funding with various agencies. Approval of the resolution will enable the agencies to begin using CDBG and HOME grant funds effective October 1, 2013. These funding amounts and recipients were approved by City Council on July 22, 2013 meeting as part of the City's Action Plan, which details the annual use of U.S. Department of Housing and Urban Development funds.</p> | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Resolution, Sample Agreements | | Community Relations Commission | | |

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Agreements between the City of Plano and various community organizations, providing for the expenditure of Community Development Block Grant funds in the amount of \$195,000 and HOME Investment Partnership funds in the amount of \$319,700 for the provisions of various community services and developments; authorizing the execution by the City Manager or his authorized designee; and providing the effective dates.

WHEREAS, the City Council has determined that various social service agencies and affordable housing developers operating within the City of Plano should receive a portion of the Community Development Block Grant (CDBG) funds and HOME Investment Partnership (HOME) funds received from the U. S. Department of Housing and Urban Development; and

WHEREAS, the City Council has been presented proposed CDBG public service and HOME agreements by and between the City of Plano and various social service agencies and affordable housing developers, sample copies of which are attached hereto as Exhibits "A" and "B" respectively, which establish the general terms and conditions of funding; and

WHEREAS, the City Council has determined that it is in the best interests of the citizens of Plano that the CDBG and HOME funds be utilized for the purposes for which they were granted to each of the agencies listed herein, and that each such purpose is a valid public purpose; and

WHEREAS, upon full review and consideration of the Agreements, 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 them 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 Agreements with the below-named agencies in the amounts specified; having been reviewed by the City Council and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved:

CDBG Funds:

| | |
|--|------------------|
| Boys and Girls Clubs of Collin County | \$ 35,000 |
| Communities in Schools Dallas Region | \$ 15,000 |
| Galaxy Counseling Center | \$ 15,000 |
| LaunchAbility | \$ 13,000 |
| Samaritan Inn, Inc. – Homelessness Prevention | \$ 67,000 |
| Samaritan Inn, Inc. – Transitional Residential Shelter | \$ 35,000 |
| <u>Texas Muslim Women’s Foundation, Inc.</u> | <u>\$ 15,000</u> |
| Total: | \$195,000 |

HOME Funds:

| | |
|---|------------------|
| Christ United Methodist Church | \$ 46,800 |
| Habitat for Humanity of South Collin County | \$163,700 |
| <u>Plano Housing Corporation</u> | <u>\$109,200</u> |
| Total: | \$319,700 |

Section II. - The City Manager, or his authorized designee, is hereby authorized to execute the Agreements 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 Agreements.

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

DULY PASSED AND APPROVED THIS THE 23RD DAY OF SEPTEMBER, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY



**Funding Agreement Between the City of Plano
and
(Insert SUBRECIPIENT's Name)**

**U.S. Department of Housing & Urban Development
Community Development Block Grant, CFDA Title 14-218, B-13-MC-48-0035**

This Agreement, entered this 1st day of October, 2013 by and between the City of Plano (herein called the "City") and **(Insert)** (herein called "Subrecipient").

WHEREAS, the City has received Federal grant monies to carry out the goals and objectives of the City of Plano's Consolidated Plan;

WHEREAS, the City is in need of assistance to further this program; and

WHEREAS, it is the desire of the parties hereto that Subrecipient engage in the performance of certain activities and in the development of programs related to the City of Plano's Consolidated Plan;

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. National Objectives

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the Community Development Block Grant ("CDBG") program's National Objective of **(Insert objective, ex. benefiting low-and moderate-income persons, limited clientele)**, as defined in **(Insert reference, ex. 24 CFR Part 570.208(a)(2))**. The activity is eligible for funding under **(Insert reference, ex. 24 CFR 570.201(e))**. This program is a Public Service activity being reported with an objective of **(Insert objective, ex. Suitable Living Environment)** and an outcome of **(Insert outcome, ex. Availability/Accessibility (SL-1))** in the Performance Measurements Standards set forth by HUD.

The agreement consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Grant Budget (**Exhibit "A"**);
- (b) Current Year Consolidated Grant Application, Section 2, Program To Be Funded (**Exhibit "B"**)
- (c) Insurance Requirements (**Exhibit "C"**); and
- (d) Affidavit of No Prohibited Interest (**Exhibit "D"**).

These documents make up the agreement documents and what is called for by one shall be binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the agreement documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the agreement documents in the order in which they are listed above. These documents shall be referred to collectively as the “Agreement Documents.”

B. Activities

Subrecipient will carry out activities as described in Section 2 of their Consolidated Grant Application, and provided in **Exhibit B** attached hereto and incorporated herein by reference. **(INSERT ANY KNOWN CHANGES OR EXCEPTIONS HERE)** Modifications to the activities described in Exhibit B prior to or during the term of the contract that impact the quality, quantity or availability of services to Plano clients are acceptable only as agreed by the City, per the Community Services Manager’s written approval.

C. Levels of Accomplishment

| <u>Activity</u> | <u>Total (Persons/Families or Households)/Year</u> |
|---------------------|--|
| (Activity 1) | (X) |
| (Activity 2) | (X) |

D. Conditions of Use

Subrecipient shall use any and all funds furnished by City for purposes set forth in this agreement and for no other purpose. Subrecipient agrees the expenditure of the funds shall be completed on or before September 30, 2014. Any grant funds remaining with Subrecipient which are not expended or encumbered on September 30, 2014 will be returned to the City unless otherwise provided for in a writing signed by the City Manager or his designee. If, during the term of this agreement, Subrecipient wishes to utilize funds for purposes other than the activities noted above, such change will be allowed only if the proposed change is not in violation of Community Development Block Grant Regulations. Such change may be allowed only after approval by Subrecipient’s Board, as evidenced by the official minutes of the board authorizing the change, and by the City Manager. No expenditure of funds in support of the the proposed change is permitted until written approval is executed by the City Manager or his designee.

E. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as required herein once annually or as deemed necessary by the City. Performance determined by the City to be substandard will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated. If compliance is not

feasible as determined by the City, Subrecipient is obligated to reimburse the City the amount funded for the particular activity.

F. Eligibility of Clients

In accordance with 24 CFR Part 570.208(a)(2)(A), the activity carried out with the funds provided under this agreement **(Insert is or is not)** for a presumed benefit clientele as defined by the U.S. Department of Housing and Urban Development (HUD). All applicable documentation will be maintained by the Subrecipient to document **(Insert limited clientele or income qualification)** eligibility.

II. TIME OF PERFORMANCE

Subrecipient services shall start on the 1st day of October 2013 and terminate on the 30th day of September, 2014. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other assets, including program income. If an extension is needed, written requests should be submitted by August 15, 2014.

III. BUDGET

A line item budget is See **Exhibit A** attached hereto and incorporated herein by reference. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and with the content prescribed by the City. Any amendments to this budget must be approved in writing by the Community Services Manager before the budget revision can be effective and cannot change the scope of the project funded under this contract.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **(Insert Amount)**. Drawdowns for the payment of eligible expenses shall be made against the line item budget specified in **Exhibit A** herein and in accordance with performance. The Subrecipient will be reimbursed within thirty (30) days after submission of all proper documentation, (including but not limited to original monthly bills and supporting documentation) for services described in Section I.B, *supra*, to the City.

ALL REQUESTS FOR FINAL REIMBURSEMENT MUST BE SUBMITTED TO THE CITY WITHIN THREE (3) DAYS AFTER THE LAST DATE OF THE CONTRACT. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110.

V. NOTICES

Communication concerning this contract shall be directed to the following contract representatives:

City
Christina Day, Manager
Community Services
City of Plano
1520 Avenue K
Plano, Texas 75074
972-941-5262
Fax: 972-941-7396

Subrecipient
Name
Title
Organization name
Organization address
City, State, Zip
Organization phone
Organization fax

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Subrecipient also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to the City of Plano's Subrecipient Compliance Manual, as updated. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing any employer/employee relationship between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The City shall be exempt from any and all duties to provide unemployment compensation, FICA, retirement, life and/or medical insurance and worker's compensation insurance to Subrecipient and its employees, agents, and contractors. The Subrecipient expressly agrees that the doctrine of respondeat superior shall not apply between City and Subrecipient, its officers, agents, employees, contractors, or consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Subrecipient.

C. Insurance

Subrecipient agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in **Exhibit C** attached hereto and incorporated herein by reference. Such insurance shall be evidenced by certificates, a copy of which shall be provided to the CDBG Administrator at the execution of this agreement. Insurance provided by Subrecipient is subject to approval by City.

D. INDEMNIFICATION

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

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

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

E. Grantee Recognition

The Subrecipient shall insure recognition of the City's role in providing Community Development Block Grant resources for this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

The City or Subrecipient may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both parties. Such amendments shall neither invalidate this Agreement nor relieve or release the City or Subrecipient from their respective obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of services, such modifications will be incorporated only by written amendment and will not become effective until signed by both City and the Subrecipient.

Any request for transfer of funds among the contract budget categories submitted by the Subrecipient will require written approval from the City before the transfer can be effective. The Subrecipient may transfer CDBG funds between or among budget categories shown in **Exhibit A** without requiring a formal amendment to this contract provided:

1. The cumulative dollar amount of all transfers among budget categories is equal to or less than ten percent (10%) of the total amount of the budget;
2. The transfer will not change the scope of the project funded under this contract; and
3. The Subrecipient submits to City a written statement specifying the reason for the transfer request, the amount of funds to be transferred and identification of all affected budget categories.

All other transfers of funds will require a formal amendment to this Agreement.

G. Suspension or Termination

1. Failure to Comply with Terms

In accordance with 24 CFR 85.43, if Subrecipient materially fails to comply with any term of this contract, the City may take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or other more severe enforcement action by the City; (2) disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; (3) wholly or partly suspend or terminate the current award for the Subrecipient's program, (4) withhold further awards for the program, or (5) pursue any other legally available remedies.

2. Termination

In accordance with 24 CFR 85.44(a), this contract may be terminated at any time by the City with the consent of Subrecipient, in which case the City and Subrecipient shall agree

upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

In accordance with 24 CFR 85.44(b), this contract may be terminated by Subrecipient upon written notification to the City, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of a partial termination, if the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

In accordance with 24 CFR 85.43, if Subrecipient materially fails to comply with any term of this contract, this contract may be terminated by the City upon written notification to the Subrecipient, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

In the event of termination, whether voluntary or involuntary, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding anything herein that may be interpreted to the contrary, the City expressly retains all statutory and common law rights and remedies, claims, and causes of action in the event of contract termination or Subrecipient's failure to comply with the terms of this Agreement.

H. Reversion of Assets

Upon the expiration of this Agreement based on the time limits set forth in Section I.D. or termination as set forth in section I.E., the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds. Any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must be either:

- (i) Used to meet one of the national objectives in 24 CFR §570.208 for a term ending five years after expiration of the agreement, or for such longer period of time as determined to be appropriate by the City; or
- (ii) If not used in accordance with paragraph (i) of this section, the Subrecipient shall pay to the City an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG fund for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in paragraph (i) of this section.)

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circular A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the CDBG program’s national objective of benefiting low/moderate income persons;
- c. Records required in order to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination or expiration of the agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property.

Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, ethnicity, income, and description of service provided. Such information shall also be made available to City monitors or their designees for review upon request within five (5) business days.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records. ALL REQUESTS FOR FINAL REIMBURSEMENT MUST BE SUBMITTED TO THE CITY WITHIN THREE (3) DAYS AFTER THE LAST DATE OF THE CONTRACT.

7. Audits and Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the City, Subrecipient, their designees or the federal government, at any time during normal business hours, as often as the City or Subrecipient deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the

withholding of future payments.

In accordance with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996 (Public Law 104-156), and revised OMB Circular A-133, subrecipients expending Federal Funds of \$500,000 or more in a fiscal year are required to have an annual independent audit and a copy of the audit is to be forwarded to Housing & Community Development Services upon completion.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. In the event that any program income is derived from the activities specified in this Agreement, such income shall be transferred to the City's Grant Fund.

2. Payment Procedures

The City will pay to the Subrecipient funds available under this contract based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and in no case shall payments exceed actual expenditures. Payments will be adjusted by the City in accordance with program income balances available in Subrecipient accounts. In addition, the City reserves the right to apply funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

3. Performance Reports

Subrecipient shall submit a quarterly Performance Report to City in a format prescribed by City that shall include the amount of funds obligated and expended for each eligible activity and number of beneficiaries served.

Subrecipient shall submit a performance report quarterly no later than thirty (30) days after the end of the quarter until all CDBG amounts are reported and expended, and all close-out requirements have been met. The Subrecipient shall submit performance reports to the City in a form and containing information as required by the City.

D. Procurement

1. Compliance

Subrecipient shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring services to be provided under this agreement, Subrecipient shall comply at a minimum with the non-profit procurement standards at 24 CFR 84.40-48.

Sealed bids are required for purchases of items costing \$50,000 or more. The sealed bid process can be complicated; therefore, the Subrecipient is required to contact the City of Plano Grants Coordinator's office for assistance prior to starting the bid process.

Three (3) written quotes are required for purchases of items costing between \$3,000 and

\$50,000. These quotes should be placed in the Subrecipient's project file. If the Subrecipient is unable to obtain three (3) quotes, a list of the vendors contacted should be placed in the file, noting those vendors who did submit quotes. If there is only one vendor who makes the item to be purchased, this should be noted in the file with an explanation of what was done to determine there was only one vendor available.

For purchases costing less than \$3,000, only one quote is required. The receipt or invoice from the store where the item was bought will suffice. Subrecipient is not precluded from obtaining several quotes to obtain the best price, even for low-cost items.

2. OMB Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(3)(vi) covering utilization and disposal of property.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 Executive Order 11246 (as amended by Executive Orders 11375 and 12086), and with fair housing and nondiscrimination provisions set forth in 24 CFR 570.601 and 24 CFR 570.602.

2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting Subrecipient setting forth the provisions of this nondiscrimination clause.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts with respect to any matters covered by this agreement by the City, HUD or its agent, or other authorized federal agencies or officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions governing or related to this contract.

4. EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs VIII.A., Civil Rights, and B., Employment Restrictions, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying or political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the labor standards as set forth in 24 CFR 570.603.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)(section 3), the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient’s subcontractors.

The Subrecipient further agrees to ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project be given to low- and very low-income persons residing within the metropolitan area in which the CDBG funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

b. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon any finding that the subcontractor is in violation of regulations issued by the grantor Subrecipient.

C. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any Subrecipient or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement. Subrecipient shall also comply with 24 CFR 570.609 with regard to debarment, suspension, or ineligibility status of selected subcontractors.

b. Payment obligations to third parties

The City shall not be obligated or liable under this agreement to any party other than the Subrecipient for payment of any monies or for provision of any goods or services.

c. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct any areas of noncompliance.

d. Content

The Subrecipient shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement.

e. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that neither funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Affidavit of No Prohibited Interest

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

5. Lobbying

The Subrecipient hereby certifies that none of the funds provided under this agreement shall be used for publicity or propaganda designed to support or defeat legislation pending before the U.S. Congress, a state legislature, county commissioners court, or any city council.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor Subrecipient reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, and that the Subrecipient's activities will be done in accordance with the federal regulations specified in 24 CFR 570.200(j).

IX. GENERAL PROVISIONS

A. Article and Section Headings

The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

B. Partial Invalidity

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

C. Severability

If any provision of this Agreement is held invalid, the remainder of the agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

D. Venue

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

X. 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.

XI. EFFECTIVE DATE

This agreement shall be effective from and after execution by both parties hereto. **SIGNED** on the date indicated below.

(Subrecipient)

(Name)
(Title)

Date: _____

City of Plano, Texas

Christina Day
Community Services Manager

Date: _____

APPROVED AS TO FORM

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **(Individual), (Title) of (Name of Recipient Agency), a (Type of Organization, for example, non-profit organization)**, on behalf of said organization.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, by Christina Day, Community Services Manager, of the City of Plano, Texas, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Exhibit A

2013 BUDGET: (INSERT SUBRECIPIENTS NAME)

Exhibit B

PROGRAM DELIVERY ACTIVITIES PER
SECTION 2 OF CURRENT YEAR CONSOLIDATED GRANT APPLICATION

Exhibit C

INSURANCE REQUIREMENTS

1. General Provisions

- 1.1. The Agency shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Agency. The Agency shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Agency is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2. Agency shall cause each subcontractor employed by Agency to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3. The Agency agrees that the insurance requirements specified in this section do not reduce the liability Agency has assumed in any indemnification/hold harmless section of this contract.
- 1.4. City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Agency to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5. Insurance coverage required by this section shall:
 - 1.5.1. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City, and
 - 1.5.2. Be with an insurer possessing an A-VII. A. M. Best Rating.

2. Minimum Insurance Coverage & Limits

- 2.1. Commercial General Liability. Agency shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.
 - 2.1.1. Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2. Minimum Limits of Insurance

- 2.1.2.1. \$1,000,000 Per Occurrence
- 2.1.2.2. \$1,000,000 Personal/Advertising Injury
- 2.1.2.3. \$2,000,000 General Aggregate
- 2.1.2.4. \$2,000,000 Products/Completed Operations Aggregate

2.2. Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1. Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2. Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.2.3. Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

3. Evidence of Insurance

3.1. Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2. Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3. City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site or commencing any service pursuant to this contract until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4. Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5. The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1. List each insurers' NAIC Number or FEIN,

- 3.5.2. List **2013 Community Development Block Grant**, **program name**, **location of service**, and services dates of **October 1, 2013 through September 30, 2014**.
- 3.5.3. State waiver of subrogation is in favor of City with regard to Workers' Compensation Coverage if required listed as required in Section 2.0, Minimum Coverage & Limits of this document,
- 3.5.4. List the specific number of days cancellation provided pursuant to policy language for notice of cancellation to certificate, and
- 3.5.5. List City of Plano, Office of Risk Management, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section.

Exhibit D

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of **(Name of Subrecipient)** (herein "Subrecipient") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Subrecipient

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §

§

COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

Notary Public, State of Texas



**Funding Agreement Between the City of Plano
and
(Insert Developers Name)**

**U.S. Department of Housing & Urban Development
HOME Investment Partnership Program, CFDA Title 14-239, M-13-MC-48-0234**

This Agreement, entered this 1st day of October, 2013 by and between the City of Plano (herein called the “City”) and **(Insert Developers Name)** (herein called “Developer”) and collectively called “the Parties.”.

WHEREAS, the City has received Federal grant monies from the U. S. Department of Housing and Urban Development, pursuant to Title II of the National Affordable Housing Act of 1990 to carry out the goals and objectives of the City of Plano’s Consolidated Plan.

WHEREAS, the City is in need of assistance to further this program; and

WHEREAS, it is the desire of the parties hereto that **(Insert Developers Name)** engage in the performance of certain activities and in the development of programs related to the City of Plano’s Consolidated Plan;

NOW THEREFORE, the Parties mutually agree as follows:

I. SCOPE OF SERVICES

A. National Objectives

The Developer certifies that the activities carried out with funds provided under this Agreement will meet the HOME program’s national objective of “providing decent affordable housing to lower-income households” as defined in 24 CFR Part 92. The activity is eligible for funding under 24 CFR 92.205. This program is an activity being reported with an objective of DH-1.2 Affordability: “creating affordable homeownership opportunities through homeownership assistance, new construction and/or acquisition and rehabilitation of land and properties for income qualifying households as stated in the Performance Measurements Standards set forth by HUD.” All housing projects must be administered in a manner that provides housing suitable from the standpoint of facilitating and furthering full compliance with the provisions of title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063, and HUD regulations issued pursuant thereto and promotes greater choice of housing opportunities.

The Agreement consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- 1) The Budget (Exhibit “A”);
- 2) Schedule of work (Exhibit “B”)
- 3) HUD income limits table (Exhibit “C”);
- 4) Insurance Requirements (Exhibit “D”);
- 5) Affidavit of No Prohibited Interest (Exhibit “E”), and;
- 6) Affirmative Marketing Policy and Procedure (Exhibit “F”).

These documents make up the Agreement Documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Agreement Documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the Agreement Documents in the order in which they are listed above. These documents shall be referred to collectively as the “Agreement Documents.”

B. Activities

The Developer shall be responsible for administering the Housing Project, in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

(Describe project (From section 2 of the grant application.)

C. Levels of Accomplishment

The Developer agrees to provide the following levels of program service:

| <u>Activity</u> | <u>Total Units/Year</u> |
|----------------------------------|-------------------------|
| Decent, Affordable Housing Units | <u>(insert)</u> |

D. Conditions of Use

Developer shall use any and all funds furnished by City for purposes set forth in this Agreement and for no other purpose. Developer agrees any expenditures charged must have occurred after October 1, 2013 and all funds must be expended or encumbered on or before September 30, 2015. Any Grant funds remaining with Developer which are not expended or encumbered on September 30, 2015 will be returned to the City unless otherwise provided for in writing signed by the City’s representative. If, during the term of this Agreement, Developer wishes to utilize funds for purposes other than the activities noted above, such change will be allowed only if the proposed change is not in violation of HOME regulations. Such change may be allowed only after approval by Developer’s Board, as evidenced by the official minutes of the board authorizing the change, and by the City Manager. No expenditure of funds in performance with the proposed change is permitted until written approval is executed by the City Manager or his designee.

E. Performance Monitoring

The City will monitor the performance of the Developer against goals and performance standards as required herein once annually or as it deemed necessary in its sole discretion. Substandard performance as determined by the City will constitute non-

compliance with this Agreement. If action to correct such substandard performance is not taken by the Developer within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated. If compliance is not feasible, Developer is obligated to reimburse the City the amount funded for the particular activity.

F. Eligibility of Clients

In accordance with 24 CFR Part 92.203, the activity carried out with the funds provided under this agreement is not for a “presumed benefit clientele” as defined by the U.S. Department of Housing and Urban Development (HUD). All applicable documentation will be maintained by the Developer to document income eligibility.

II. TIME OF PERFORMANCE

Services of the Developer shall start on the 1st day of October, 2013 and terminate on the 30th day of September, 2015, unless otherwise terminated under the terms of this Agreement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Developer remains in control of HOME funds or other assets, including program net proceeds. If an extension is needed, written requests should be submitted by August 15, 2015.

III. BUDGET

See **Exhibit A** attached hereto and incorporated herein by reference for line item budget. In addition, the City may require, per CFR 92.504(c)(3)(i), procedures for accessing risk projects, a more detailed budget breakdown than the one contained herein, and a supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to **Exhibit A** must be approved in writing by the City’s Community Services Manager before the amendment can be effective and cannot change the scope of the project funded under this contract.

IV. SCHEDULE OF WORK

See **Exhibit B** attached hereto and incorporated herein by reference for an estimated schedule of work. The estimated schedule predicts when acquisition, construction and sale of each of the homebuyer activities begin and end.

V. TOTAL GRANT/PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **(Insert amount)**. Draw-downs for the payment of eligible expenses shall be made against the line item budgets specified in **Exhibit A** herein and in accordance with performance. With the submission of original monthly invoices including proper descriptions of the services described in Section I.B, Activities, and proof of payment by the Developer, reimbursement will be made within 30 days after the Developer has submitted all proper documentation to the City.

ALL REQUESTS FOR FINAL REIMBURSEMENT MUST BE SUBMITTED TO THE

CITY NO LATER THAN THREE (3) DAYS AFTER THE LAST DATE OF THE CONTRACT. Payments may be contingent upon certification of the Developer's financial management system in accordance with the standards specified in OMB Circular A-110.

VI. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City

Christina Day, Manager
Community Services
City of Plano
1520 K Avenue
Plano, Texas 75074
972-941-7151
chrisd@plano.gov

Developer

Name
Title
Organization
Address
City, State ZIP
Phone
E-mail

VII. GENERAL HOME PROGRAM RULES

A. Definition of a Project

Project means a site or sites together with any building (including a manufactured housing unit) or buildings located on the site(s) under common ownership, management and financing, to be assisted with HOME funds as a single undertaking. The project includes all of the activities associated with the site and building. Not all units in a project have to be HOME assisted, thus allowing for mixed-income projects.

A written agreement for each developer project will be prepared by the City and signed by the developer. The agreement will describe the location (address), the estimated cost (including budget), scope of work, number of units and will meet all requirements of written agreements described in 24 CFR 92.504(c).

B. Eligible Projects and Costs

Per 24 CFR 92.205, 92.206 through 92.209, the following types of projects and costs are eligible for HOME use, depending on the nature of the program activity.

- 1) New construction
- 2) Rehabilitation
- 3) Reconstruction
- 4) Conversion
- 5) Site Improvements
- 6) Acquisition of property
- 7) Acquisition of vacant land (must be for a particular housing project that will be started within 12 months of acquisition or demolition)
- 8) Demolition (must be for a particular housing project that will be started within 12 months of acquisition or demolition)
- 9) Projected related soft costs

C. Eligible Forms of Subsidy

HOME allows virtually any form of financial assistance, or subsidy, to be provided for eligible projects and to eligible beneficiaries. The City will decide which forms of assistance they will provide and include in the Consolidated Plan. The following forms of subsidy are allowable:

- 1) Interest bearing loans or advances
- 2) Non-interest-bearing loans or advances
- 3) Deferred loans (forgivable or repayable)
- 4) Grants

D. Subsidy Limits

- 1) The minimum HOME investment is \$1,000 for each HOME-assisted unit in a project as established in 24 CFR 92.250.
- 2) The maximum per-unit HOME subsidy limit is based on 100% of the dollar limits of the Section 221(d)(3) program limits for the metropolitan area, which can change annually.

E. Subsidy Layering

Before committing funds to a project, the City must evaluate the project in accordance with guidelines that it has adopted for determining a reasonable level of profit or return on owner's or developer's investment in a project and must not invest any more HOME funds, alone or in combination with other governmental assistance, than is necessary to provide quality affordable housing that is financially viable for a reasonable period, such as the affordability period in 24 CFR 92.252 and 92.254 and that will not provide a profit or return on the owner's or developer's investment that exceeds the City's standards for the size, type and complexity of the project.

F. The Property

A HOME property must meet the following criteria.

1) Property type

Depending on the nature of the program activity, HOME rules specify the types of property that qualify for affordable housing for homebuyer assistance or for owner occupied rehabilitation per 24 CFR 92.254(a)(2)(i), 92.254(a)(2)(ii), 92.254(a)(2)(iii) and 24 CFR 92.251.

2) Property value

The price of a property or, in the case of rehabilitated properties, the value, may not exceed 95 percent of the area median purchase price.

3) Property Standards

Home-funded properties must meet state and local standards. Each rehabilitation project must meet the written rehabilitation standards written and approved by the city and developer.

4) Property Use

All home properties must be used as a primary residency.

G. The Applicant/Beneficiary

The HOME Program is designed to provide affordable housing to low-income and very-low-income families and individuals. The developer must use 100 percent of its HOME funds to assist families with incomes below 80 percent of the area median income per 24 CFR 5.609, 5.611, 5.617, 92.203, 92.216, 92.218, and 92.252(b)(2).

H. Long-Term Affordability

1) Affordability Periods

For homebuyer and rental projects, the length of the affordability period depends on the amount of the HOME investment in the property and the nature of the activity funded per CFR 24 92.252(2) and 92.254.

2) Occupancy

Throughout the affordability period, the HOME-assisted housing must be occupied by income-eligible households for rental housing projects and homebuyer assistance projects.

3) Enforcement Provisions

The affordability will be secured by the duration of the agreement, resale/recapture provisions and recording documents including a deed restriction or covenant running with the land or the deeds of trust. At a minimum a lien and promissory note must be signed.

I. Match

The City and the Developer must make contributions to housing that qualifies as affordable housing under the HOME program throughout a fiscal year. The contributions must total not less than 25 percent of the funds drawn for the HOME Investment Trust Fund Treasury. 24 CFR 92.218 through 92.222

J. CHDO Provisions

Within 24 months after HUD notifies the City of HUD's execution of the HOME Agreement, the City must reserve not less than 15 percent of the HOME allocation for

investment only in housing to be developed, sponsored, or owned by community housing development organizations. The City must certify the organization meets the definition of “community housing development organization” and must document that the organization has capacity to own, develop, or sponsor housing each time funds are committed to the organization. Funds are reserved when the City enters into a funding agreement with the CHDO. Funds are not committed in IDIS until there is a written agreement for a specific local project in accordance with the definition of “commitment” in 24 CFR 92.2. A minimum of 15 percent of the HOME allocation must be committed in IDIS within 24 months from the City’s receipt of the HOME allocation.

VIII. GENERAL CONDITIONS

A. General Compliance

The Developer agrees to comply with the requirements of Title II of the National Affordable Housing Act of 1990 (P.L.10 01-625 and 24 CFR 92, the Housing and Urban Development regulations concerning HOME Investment Partnership Program). The Developer also agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this contract, including but not limited to the City of Plano’s Subrecipient Compliance Manual, as updated. The Developer further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Developer shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from any and all duties to provide unemployment compensation, FICA, retirement, life and/or medical insurance and worker’s compensation insurance to Developer and its employees, agents, and contractors. The Developer expressly agrees that the doctrine of respondeat superior shall not apply between City and Developer, its officers, agents, employees, contractors, or consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer.

C. Insurance Requirements

During the term of this Agreement, or any extension thereof, Developer agrees to maintain insurance in the type and amounts as shown in **Exhibit D** attached hereto and incorporated herein by reference. Such insurance shall be evidenced by certificates, a copy of which shall be provided to the City at the execution of this Agreement. Insurance provided by Agency is subject to approval by City. The Developer shall comply with the bonding and insurance requirements of OMB Circular A-110 Insurance.

D. INDEMNIFICATION

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS

AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE DEVELOPER'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 DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR 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 DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

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

E. Grantee Recognition

The Developer shall insure recognition of the role of the City in providing HOME Investment Partnership Program resources for this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Developer will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

F. Amendments

The City or Developer may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement nor relieve or release the City or Developer from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding or the scope of services, such modifications will be incorporated only by written amendment and will not become effective until signed by both City, and the Developer.

Any request for transfer of funds among the contract budget categories submitted by the Developer will require written approval from the City of Plano, before the transfer can be effective. The Developer may make transfer of HOME funds between or among budget categories of **Exhibit A** attached hereto and incorporated herein by reference, without requiring a formal amendment to this contract provided:

- 1) The cumulative dollar amount of all transfers among budget categories is equal to or less than ten percent (10%) of the total amount of the budget;
- 2) The transfer will not change the scope of the project funded under this contract; and
- 3) The Developer submits a written statement specifying reason for transfer, request, amount of funds to be transferred, and identification of effected budget categories.

All other transfer of funds will require a formal amendment.

G. Suspension or Termination

1) Failure to Comply with Terms

In accordance with 24 CFR 92.504(c)(1)(x) and 24 CFR 85.43, if Developer materially fails to comply with any term of this contract, the City may take one or more of the following actions, as appropriate: (1) temporarily withhold cash payments pending correction of the deficiency by the Developer or other more severe enforcement action by the City; (2) disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance; (3) wholly or partly suspend or terminate the current award for the Developer's program, (4) withhold further awards for the program, or (5) take other remedies that are legally available.

2) Termination

In accordance with 24 CFR 92.504 and 85.44(a), this contract may be terminated at any time by the City with the consent of Developer, in which case the City and Developer shall agree upon the termination conditions, including the effective date

and, in the case of partial termination, the portion to be terminated.

In accordance with 24 CFR 92.504 and 85.44(b), this contract may be terminated by Developer upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

In accordance with 24 CFR 92.504 and 85.43, if Developer materially fails to comply with any term of this contract, this contract may be terminated by the City upon written notification to the Developer, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated.

In the event of termination, whether voluntary or involuntary, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Developer under this Agreement shall, at the option of the City, become the property of the City, and the Developer shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

A HOME assisted project that is terminated before completion, either voluntarily or otherwise, constitutes an ineligible activity and any HOME funds invested in the project must be repaid to the City's HOME investment Trust Fund in accordance with 24 CFR 92.503(b).

H. Reversion of Assets

Upon the expiration of this Agreement, the Developer shall transfer to the City of Plano any remaining unencumbered HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds, to the City for deposit to the HOME Investment Trust Fund account.

Developer project proceeds from the sale of HOME properties acquired, rehabilitated or constructed with intent to resell, can be retained by the developer per 24 CFR 92.300(a), but must be used for eligible activities as described in 92.300(a)(2).

Funds resulting in the sale of a property not meeting the required affordability period will revert to the City based on the resale or recapture policy determined for each developer as stated in each project written agreement and in the action plan as described in 24 CFR 92.254.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1) Accounting Standards

The Developer agrees to comply with OMB Circular A-110 and agrees to adhere to

the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2) Cost Principles

The Developer shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1) Records to be Maintained

The Developer and the City shall maintain all records required by the federal regulations specified in 24 CFR Part 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- (a) Records providing a full description of each activity undertaken;
- (b) Records demonstrating that each activity undertaken meets the National Objective of the HOME program of benefiting low/moderate income persons;
- (c) Records required to determine the eligibility of activities;
- (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance;
- (e) Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
- (f) Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110;
- (g) CHDO records
- (h) Other records necessary to document compliance with Subpart K of 24 CFR 570.

2) Retention

The Developer shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years following the termination or expiration of this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if litigation, claims, audits, negotiations or other actions involve any of the records cited that begins before the expiration of the five-year period, then such records must be retained until completion

of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3) Client Data

The Developer and the City will retain all records for five (5) years in accordance with Consolidated Plan requirements and 24 CFR 92.508. Homeownership records will be kept for five years after Project completion. Resale/recapture records will be kept for five years after the affordability period ends. Written agreements will be maintained for five years after the agreement ends. The Developer and City shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, client ethnicity breakdown, and description of service provided. Such information shall also be made available to City monitors or their designees for review upon request within five (5) business days.

4) Disclosure

The Developer understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Developer's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5) Property Records

The Developer shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Parts 92.508, as applicable.

6) Close-Outs

The Developer's obligations to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records.

7) Audits and Inspections

All Developers records with respect to any matters covered by this Agreement shall be made available to the City, grantor Developer, their designees or the federal government, at any time during normal business hours, as often as the City or grantor Developer deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Developer within 30 days after receipt by the Developer. Failure of the Developer to

comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

In accordance with the Single Audit Act of 1984, the Single Audit Act Amendments of 1996 (Public Law 104-156), and revised OMB Circular A-133, Developers receiving in excess of \$300,000 in a fiscal year, or \$500,000 for fiscal years ending after December 31, 2003, are required to have an annual independent audit and a copy of the audit is to be forwarded to Community Services upon completion.

C. Reporting and Payment Procedures

1) Program Income

The Developer is allowed to retain all program income for the use of additional HOME projects as defined in 24 CFR 92.503 and CPD Notice 97-9(IV)(A). These program proceeds must be used specifically for HOME eligible activities and other housing projects that benefit low-income families including: operational support costs such as rent, salaries, and other affordable housing projects as long as the developer continues to meet its mission of providing affordable housing.

2) Payment Procedures

The City will pay to the Developer funds available under this contract, based upon information submitted by the Developer and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Developer, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with program income balances available in Developer accounts. In addition, the City reserves the right to liquidate funds available under this contract to reimburse the City for costs incurred on behalf of the Developer.

3) Performance Reports

Developer shall submit to City a quarterly Performance Report in a format prescribed by City that shall include the amount of funds obligated and expended for each of the eligible activity, and number of beneficiaries served.

Performance Reports shall be submitted quarterly no later than the final day of the following month after the completion of the quarter until all HOME Grant amounts are reported, expended, and all close-out requirements have been met. The Developer shall submit Performance Reports to the City in the form, content, and frequency as required by the City.

D. Procurement

1) Compliance

Developer shall establish procurement procedures to ensure that materials and services are obtained in a cost-effective manner. When procuring services to be

provided under this Agreement, Developer shall comply with the non-profit procurement standards at 24 CFR 84.40-48.

Purchases of items costing \$50,000 or more require sealed bids. The sealed bid process can be complicated; therefore, the Developer is required to contact the City of Plano Grants Coordinator's office for assistance prior to starting the bid process.

For purchases of items costing between \$3,000 and \$49,999, three (3) written quotes for the item are required. These quotes should be placed in the Project file. If the Developer is unable to obtain three (3) quotes, a list of the vendors contacted should be placed in the file, noting those vendors who did submit quotes. If there is only one vendor who makes the item to be purchased, this should be noted in the file with an explanation of what was done to determine there was only one vendor available.

For purchases costing less than \$3,000, only one quote is required. The sales slip from the store where the item was bought will suffice. Developer is not precluded from obtaining several quotes to obtain the best price, even for low-cost items.

2) OMB Standards

The Developer shall procure all materials, property, or services in accordance with the requirements of OMB Circular A-110, Procurement Standards, and shall subsequently follow Property Management Standards.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1) Compliance

The Developer agrees to comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and with fair housing and nondiscrimination provisions set forth in 24 CFR 570.601 and 24 CFR 570.602.

2) Nondiscrimination

The Developer will not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3) Access to Records

The Developer shall furnish and cause each of its own subrecipients or subcontractors

to furnish all information and reports required hereunder and will permit access to its books, records and accounts with respect to any matters covered by this agreement by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein related to this contract.

4) EEO/AA Statement

The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that it is an Equal Opportunity or Affirmative Action employer.

5) Subcontract Provisions

The Developer will include the provisions of Paragraphs X.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

B. Employment Restrictions

1) Prohibited Activity

The Developer is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; lobbying, or nepotism.

2) Labor Standards

As described in 24 CFR 92.354, the Developer is responsible for satisfying the following regulations on wage and labor standards.

- (a) Davis-Bacon and Related Acts (40 USC 276 (A)-7): Ensures that mechanics and laborers employed in construction work under Federally assisted contracts are paid wages and fringe benefits equal to those that prevail in the locality where the work is performed, and is compliance is triggered when the developer is contracted for a project of 12 or more units.
- (b) Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333). Provides that mechanics and laborers who work under federally assisted construction jobs are paid time and one-half for work in excess of 40 hours per week. Compliance is triggered when the Developer is contracted for a project of 12 or more units.
- (c) Copeland (Anti-kickback) Act (40 USC 276c). Governs allowable deductions from paychecks.
- (d) Fair Labor Standards Act of 1938, As Amended (29 USC 201, et. seq.). Establishes the basic minimum wage for all work and requires the payment of overtime

3) “Section 3” Clause

(a) Compliance

Compliance with the provisions of Section 3, of the Housing and Urban Development Act of 1968, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Developer and any of the Developer’s subrecipients and subcontractors. The thresholds that trigger compliance for Section 3 are:

- i. Recipients of other housing and community development program assistance for a section 3 covered project for which the amount of the assistance exceeds \$200,000; and
- ii. Contractors and subcontractors performing work on section 3 covered projects for which the amount of the assistance exceeds \$200,000; and the contract or subcontract exceeds \$100,000.

The Developer further agrees to ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project be given to low- and very low-income persons residing within the metropolitan area in which the HOME-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

(b) Subcontracts

The Developer will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency.

C. Conduct

1) Assignability

The Developer shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Developer from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2) Subcontracts

(a) Approvals

The Developer shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement. Developer shall also comply

with 24 CFR 92.350 with regard to debarment, suspension, or ineligibility status of selected subcontractors.

(b) **Payment obligations to third parties**

The City shall not be obligated or liable under this Agreement to any party other than the instant Developer for payment of any monies or for provision of any goods or services.

(c) **Monitoring**

The Developer will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

(d) **Content**

The Developer shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

(e) **Selection Process**

The Developer shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3) **Hatch Act**

The Developer agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4) **Affidavit of No Prohibited Interest**

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

5) **Lobbying**

The Developer hereby certifies that none of the funds provided under this Agreement shall be used for publicity or propaganda designed to support or defeat legislation pending before the U.S. Congress, any state legislature, county commissioners court, or city council.

6) **Copyright**

If this contract results in any copyrightable material or inventions, the City and/or

grantor agency reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7) Religious Organization

The Developer agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 92.257.

8) Conflict of Interest

In the procurement of property and services provided by the developer, the conflict of interest provisions in 24 CFR 85.36 and 24 CR 84.42, respectively, apply. In all other cases the provisions of 24 CFR 92.356 apply.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Developer agrees to comply with the following requirements insofar as they apply to the performance of this Agreement per 24 CFR 92.352:

- 1) Clean Air Act, 42 U.S.C. , 7401, et seq.;
- 2) Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- 3) Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Developer shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Developer agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355, and 24 CFR Part 35, Subpart A, B, J, K, M and R. Such regulations pertain to all HOME-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of

lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Developer agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

XII. GENERAL PROVISIONS

A. Article and Section Headings

The Article and Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this agreement.

B. Partial Invalidity

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

C. Severability

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

D. Venue

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas, and that exclusive venue for any lawsuit concerning the subject matter of this Agreement shall lie in Collin County, Texas.

XIII. AUTHORITY TO SIGN

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

XIV. EFFECTIVE DATE

This Agreement shall be effective from and after execution by both parties hereto. **SIGNED** on the date indicated below.

Developer Name

Name
Title

Date: _____

City of Plano, Texas

Christina Day
Community Services Manager

Date: _____

Approved as to Form

Diane C. Wetherbee
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, by (Individual), (Title) of (Name of Recipient Agency), a (Type of Organization, for example, non-profit organization), on behalf of said Organization.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, by Christina Day, Community Services Manager, of the City of Plano, Texas, a Home-Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

Exhibit A

2013 BUDGET: (INSERT DEVELOPER'S NAME)

Exhibit B

SCHEDULE OF WORK: (INSERT DEVELOPERS NAME)

| Project # | Acquisition Date | Construction Start Date | Construction Completion Date | Date of Sale to Buyer |
|-----------|------------------|-------------------------|------------------------------|-----------------------|
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Exhibit C

HUD INCOME LIMITS FOR 2013

| | |
|--------------------|----------|
| 1 PERSON HOUSEHOLD | \$37,800 |
| 2 PERSON HOUSEHOLD | \$43,200 |
| 3 PERSON HOUSEHOLD | \$48,600 |
| 4 PERSON HOUSEHOLD | \$54,000 |
| 5 PERSON HOUSEHOLD | \$58,350 |
| 6 PERSON HOUSEHOLD | \$62,650 |
| 7 PERSON HOUSEHOLD | \$67,000 |
| 8 PERSON HOUSEHOLD | \$71,300 |

Exhibit D

INSURANCE REQUIREMENTS

1. General Provisions

- 1.1. The Agency shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Agency. The Agency shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Agency is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2. Agency shall cause each subcontractor employed by Agency to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3. The Agency agrees that the insurance requirements specified in this section do not reduce the liability Agency has assumed in any indemnification/hold harmless section of this contract.
- 1.4. City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Agency to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5. Insurance coverage required by this section shall:
 - 1.5.1. Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City, and
 - 1.5.2. Be with an insurer possessing an A-VII. A. M. Best Rating.

2. Minimum Insurance Coverage & Limits

- 2.1. Commercial General Liability. Agency shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.
 - 2.1.1. Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - 2.1.2. Minimum Limits of Insurance
 - 2.1.2.1. \$1,000,000 Per Occurrence

- 2.1.2.2. \$1,000,000 Personal/Advertising Injury
- 2.1.2.3. \$2,000,000 General Aggregate
- 2.1.2.4. \$2,000,000 Products/Completed Operations Aggregate

2.2. Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1. Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2. Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.2.3. Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

3. Evidence of Insurance

3.1. Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2. Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3. City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site or commencing any service pursuant to this contract until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4. Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5. The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1. List each insurers' NAIC Number or FEIN,

3.5.2. List **2013 HOME Investment Partnership Grant, program name, location of service,** and services dates of **October 1, 2013 through September 30, 2015.**

- 3.5.3. State waiver of subrogation is in favor of City with regard to Workers' Compensation Coverage if required listed as required in Section 2.0, Minimum Coverage & Limits of this document,
- 3.5.4. List the specific number of days cancellation provided pursuant to policy language for notice of cancellation to certificate, and
- 3.5.5. List City of Plano, Office of Risk Management, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section.

Exhibit E

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of **Name of Developer** (herein "Developer") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Developer

By:

Signature

Print Name

Title

Date

STATE OF TEXAS §

§

COUNTY OF COLLIN §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

Notary Public, State of _____

Exhibit F

AFFIRMATIVE MARKETING POLICIES AND PROCEDURES

POLICY

The Developer believes that individuals of similar economic levels in the same housing market areas should have available to them a like range of housing choices regardless of their race, color, religion, sex, age, handicap, familial status, or national origin.

PROCEDURE

The Developer will carry out this policy through affirmative marketing procedures designed specifically for the program as outlined below:

A. Affirmative Marketing

1. The Equal Housing Opportunity logo will be displayed on all materials.
2. The Developer will work closely with diverse community organizations, to ensure that families in need of housing assistance are aware of the opportunities available through this program.

B. Recordkeeping

The Developer will keep records of the following:

1. The racial, ethnic, and gender characteristics of applicants in the ninety (90) days following closing.
2. Copies of advertisements materials.



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|----------------------------------|--|-------------------------|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | September 23, 2013 | | |
| Department: | | Planning | | |
| Department Head | | P. Jarrell | | |
| Agenda Coordinator (include phone #): Doris Carter X 5350 | | | | |
| CAPTION | | | | |
| <p>A Resolution of the City of Plano, Texas, approving the terms and conditions of agreements between the City of Plano, Texas, and various heritage preservation organizations which render services that are beneficial to the public and serve a valid public purpose in the total amount of \$768,468; authorizing the City Manager, or his authorized designee, to execute such agreements with these organizations for the provision of support of heritage preservation; and providing an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 768,468 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | -768,468 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): CONVENTION & TOURISM FUND | | | | |
| <p>COMMENTS: Funding for this item is included in the approved 2013-14 Budget. The total amount of \$768,468 is funded from the Hotel/Motel Tax revenue in the Convention & Tourism Fund.</p> <p>STRATEGIC PLAN GOAL: Providing funding for various Heritage Preservation organizations relates to the City's goal of Partnering for Community Benefit.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| See Attached Memo | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Memo | | | | |
| Resolution | | Heritage Commission | | |
| Modified Agreement | | | | |

MEMORANDUM

Date: September 11, 2013

To: Mr. Bruce D. Glasscock, City Manager

From: Mr. Bhavesh Mittal, Heritage Preservation Officer

Subject: Summary of Heritage Grant Resolution Agenda Item

This resolution establishes funding agreements for the purpose of heritage preservation with various non-profit organizations, as reviewed and approved by the City Council in the 2013-14 adopted budget. This item amounts to \$768,468. The funds will be provided to Heritage Farmstead Museum, The Plano Conservancy for Historic Preservation, Inc. and North Texas Masonic Historical Museum and Library with 50% of the grant funds being distributed by October 31, 2013. The remaining amounts will be distributed as follows: 25% by February 28, 2014 and 25% by July 1, 2014. There is a sample agreement attached (refer to Exhibit A of proposed resolution).

cc: Mr. Frank Turner, Deputy City Manager
Ms. Phyllis Jarrell, Planning Director

Attachments: Resolution
Modified Agreement

A Resolution of the City of Plano, Texas, approving the terms and conditions of agreements between the City of Plano, Texas, and various heritage preservation organizations which render services that are beneficial to the public and serve a valid public purpose in the total amount of \$768,468; authorizing the City Manager, or his authorized designee, to execute such agreements with these organizations for the provision of support of heritage preservation; and providing an effective date.

WHEREAS, the City Council has assigned to the Heritage Commission the responsibility of considering funding requests from outside heritage preservation organizations; and

WHEREAS, this Commission entertained funding requests, conducted extensive review, and made recommendations for funding to City Council based on established criteria; and

WHEREAS, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget, and approved and adopted the 2013-2014 budget; and

WHEREAS, pursuant to Ordinance No. 2013-9-8 the City Council has appropriated funds for such purposes and find that the services provided by these organizations are beneficial to the public and serve a valid public purpose; and

WHEREAS, the City Council desires to enter into agreements with the various heritage preservation organizations, and a sample agreement is attached hereto by reference as Exhibit "A", which establishes the terms and conditions for funding; and

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

Section I. The terms and conditions of the Modified Agreements with the below named organizations in the amounts specified, having been reviewed by the City Council and found to be proper and acceptable and in the best interests of the City of Plano are hereby in all things approved:

| | |
|---|-----------|
| <u>Heritage Preservation Grants:</u> | |
| Heritage Farmstead Museum | \$530,000 |
| The Plano Conservancy for Historic Preservation, Inc. | \$221,568 |
| North Texas Masonic Historical Museum and Library | \$16,900 |
| TOTAL | \$768,468 |

Section II. The City Manager or his authorized designee is hereby authorized to execute such Agreements on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements, and to act in behalf of the City with regard to its terms and conditions.

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

**DULY PASSED AND APPROVED THIS THE 23RD DAY OF SEPTEMBER,
2013.**

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM;

Diane C. Wetherbee, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as “City”), and _____, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as “Contractor”), enter into this funding agreement to set out the terms and conditions governing the grant of City funds to Contractor for the purposes set out herein.

WHEREAS, the City Council finds that the expenditure of public funds to Contractor is in the best interest of the residents and the City of Plano; and

WHEREAS, the City Council finds that expending public funds for the purpose stated above is a valid public purpose; and

WHEREAS, the City Council has determined that the City should award grant funding in a sum not to exceed \$_____ for the purposes outlined in the attachment entitled “Heritage Preservation Grant Application” (hereinafter referred to as “Application”); and

WHEREAS, Contractor has established itself as having the ability to perform such activities;

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

**SECTION I
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

1.01 Purpose/Consideration.

This Agreement provides the terms and conditions under which the City will make available grant funding in a sum not to exceed \$_____, for use to support the activities outlined in attached Exhibit “A,” Contractor’s funding application. The City’s source of these funds is derived from the Hotel/Motel Tax revenues and total grant funding awarded to Contractor is subject to change pursuant to Section 5.07 of the agreement herein. Contractor

agrees to accept responsibility for guaranteeing City grant funds are used for the items in Exhibit “A”.

In consideration of the City of Plano providing the funding specified for the 2013-14 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents.

This Agreement consists of: Agreement between City of Plano and Contractor; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required; Application. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

**SECTION II
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

2.01 Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit “A”. In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a revised line item budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The revised line item budget must be submitted within 10 days of the execution of this Agreement and no funds shall be disbursed by the City to Contractor unless and until the revised line item budget is submitted. The revised Line Item Budget of Approved Expenditures shall be signed by two members of Contractor’s Executive Board or, in the alternative, one member of Contractor’s Executive Board and the Executive Director. The revised line item budget shall be attached hereto and incorporated herein as part of Exhibit “A”.

1. Subsequent to the initial contract submittal, should the Contractor wish to utilize funds for a purpose other than those stated in Exhibit “A”, the Contractor must submit an additional amended Line Item Budget of Approved Expenditures and request approval from the

Contractor's Board, the Heritage Commission, and City Manager. The Amended Line Item Budget of Approved Expenditures may request reallocation of funds from the "Operations & Maintenance" category to the "Heritage Projects" category but a request for reallocation of funds from the "Heritage Projects" category to the "Operations and Maintenance" category shall be prohibited from consideration. No change may occur unless:

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the Heritage Commission, as evidenced by the official minutes of the Commission authorizing the change presented by the Contractor's Board;
- c. Approved by the City Manager, or his designee, after submission of the requested change by the Heritage Commission.

Contractor cannot expend any funds for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee. All requests to reallocate funds must be received and approved by September 1, 2014.

2.02 All expenditures of City funds must comply with the Agreement and attachments hereto. Agreement compliance is defined as:

1. At least 90% of expenses budgeted in each line item of the Application and funded by City monies must be spent within that line item;
2. All requests to reallocate funds from one line item to another must first be approved by the Contractor's Board, as evidenced by the official minutes of the Board authorizing the change and submitted to the Heritage Preservation Officer. If the Heritage Preservation Officer finds that the request conforms to 2.02.1 above, the amended line item budget shall be approved. If the Heritage Preservation Officer finds that the amendments do not conform to 2.02.1 above, the request must be approved in accordance with the conditions set forth in b. and c. of Section 2.01.1. All requests to reallocate funds must be received and approved by September 1, 2014;

3. Contractor must meet all other conditions of this Agreement.

2.03 Contractor agrees to the general conditions of the grant as set forth in the attachment entitled “General Conditions of Contract” (hereinafter referred to as the “General Conditions”), which is attached hereto and incorporated herein for all purposes as Exhibit “B”.

2.04 Unexpended and unencumbered City funds that remain with the Contractor after September 30, 2014, will revert to the City and Contractor must return said funds to the City on or before October 31, 2014. Encumbered City funds are those funds which the Contractor has received and obligated for payment by written agreement or contract to expend on approved projects listed in Exhibit “A”. Request to encumber city funds for projects, as approved in Exhibit “A”, completed after September 30, 2014, shall be submitted to the City (i.e. Heritage Preservation Officer) for review and approval by September 1, 2014. If approved by the City, the encumbered city funds for specific projects must be completed by December 31, 2014. An additional expense report, in accordance with the reporting requirements set forth in 5.11, describing the expenditure of encumbered funds must be submitted to the City no later than January 31, 2015. City funds may only be encumbered for heritage projects that have commenced prior to September 1, 2014. City funds cannot be expended or encumbered for Contractor's Operations and Maintenance or non-capital expenses.

SECTION III NON-ASSIGNMENT

3.01 Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

SECTION IV INDEPENDENT CONTRACTOR

4.01 The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior

does not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

SECTION V DISBURSEMENT OF FUNDS

5.01 The City will disburse funds provided under this Agreement as follows:

1. an amount not to exceed 50% of the funds by October 31, 2013.
2. an amount not to exceed 25% of the funds by February 28, 2014.
3. an amount not to exceed the remaining 25% of the funds by July 1, 2014.

5.02 Expenses incurred after the termination date, with exception of approved encumbered funds as provided for in 2.04, will not be reimbursed under this Agreement and the City shall assume no liability for same.

5.03 Failure to comply with the quarterly reporting requirements as outlined in Section 5.11 of this agreement below, including submittal of an executed certificate of compliance, shall result in funds being withheld from disbursement to the Contractor until a properly prepared report is submitted to the City as required.

5.04 Failure to submit a revised Line Item Budget as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

5.05 Failure to submit an Employee Dishonesty Bond as required in Section VII of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City as required.

5.06 Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of

the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

5.07 Contractor recognizes that grant funding is derived from Hotel/Motel tax revenue collected by the City. In the event that the Hotel/Motel Tax revenue generated for fiscal year 2012-13 is lower than initially anticipated, Contractor agrees that the total sum of grant funding awarded by the City to the Contractor may be adjusted accordingly at the City's sole discretion.

5.08 Failure to acquire Certificates of Appropriateness and building permits where required by the City, prior to commencing work on the Contractor's designated heritage resource, shall result in funds being withheld from disbursement to the Contractor until those requirements have been resolved. Contractor is responsible for the expenses to acquire a Certificate of Appropriateness and building permits and may not use City funds unless the activity has been approved on the projects list in Exhibit "A".

5.09 Failure to resolve any outstanding fire, health and safety code requirements found at the Contractor's designated heritage resource site, shall result in funds being withheld from disbursement to the Contractor until those requirements have been resolved. Contractor is responsible for the expenses to resolve the fire, health and safety code requirements and may not use City funds unless the activity has been approved on the projects list in Exhibit "A".

5.10 If the Contractor is found to be in breach of any of the terms or conditions of a prior year's City funding agreement, or has any outstanding items from the previous year's funding agreement, funds from the current fiscal year shall be withheld from disbursement to the Contractor until those items have been resolved.

5.11 Reporting Requirements.

Within thirty (30) days of the close of each preceding quarter of the contract term, Contractor agrees to provide financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Line Item Budget of Approved Expenditures attached in Exhibit "A", a list of all bank checks dispatched per quarter relating to the Approved Expenditures attached in Exhibit "A", and a description of program goals achieved and/or progress of same for the preceding quarter. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's Executive Board or, in the alternative, one member of Contractor's Executive Board and the Executive Director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

At the end of the Contract Term or in the event of earlier termination, Contractor shall provide a final written report of its activities and expenditures to the Contract Administrator.

SECTION VI AFFIDAVIT OF NO PROHIBITED INTEREST

6.01 Contractor acknowledges and represents it is aware of all applicable laws, the City Charter, and the City Code of Conduct regarding prohibited interests, and that the existence of a prohibited interest at any time will render the Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

**SECTION VII
INSURANCE REQUIREMENTS/INDEMNIFICATION**

7.01 Insurance.

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "D". Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed Certificate of Insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

7.02 Employee Dishonesty Bond Requirement Applicable to Contractors Receiving Funds of \$75,000.00 or greater

At its own expense, a Contractor receiving funds in the amount of \$75,000.00 or more agrees to maintain during the term of this Agreement, or any extension thereof, an Employee Dishonesty Bond (EDB) in an amount equal to the total dollar amount awarded to Contractor by the City as defined in the grant agreement. A copy of proof of EDB shall be attached to the funding agreement as an additional attachment to Exhibit "D". Bonds shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

Bonds shall be made payable to the City of Plano and shall be maintained by Contractor throughout the contract period. Contractor must provide proof of this EDB to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed bond certificate issued by Contractor's insurance agency is sufficient proof of EDB. Contractor must maintain a current copy of the certificate(s) and provide proof of its current EDB to City throughout the entire term of this Contract. Failure to provide proof of the EDB shall result in the City withholding disbursement of funds to the Contractor until proof is provided as required under this Agreement.

7.03 Indemnification.

Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor must defend City against all such Claims.

City shall have the right to select or to approve defense counsel retained by Contractor to fulfill its obligation to defend and indemnify the City, unless such right is expressly waived by City in writing. 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 a waiver of Contractor's obligation to defend or indemnify the City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor is liable for all costs incurred by City.

SECTION VIII TERM

8.01 The term of this Agreement is October 1, 2013, through September 30, 2014. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

SECTION IX TERMINATION

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision. Contractor is solely responsible for funds expended contrary to the terms and conditions of this Agreement, and must return the City funds within ten (10) days of the termination.

SECTION X MISCELLANEOUS

10.01 Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

10.02 Authority

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

10.03 Successors and Assigns

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

10.04 Notice.

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City – Contract Administrator
Bhavesh Mittal
City of Plano
1520 K Avenue, Suite 250
Plano, TX 75074
972-941-7151

Contractor

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

10.07 Venue.

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 20____.

BY: _____

Name: _____

Title: _____

CITY OF PLANO, TEXAS

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)

)

COUNTY OF _____)

This instrument was acknowledged before me on the ___ day of _____,
20____ by _____, _____ of
_____, a non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

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 in and for the
State of Texas



INCOME SUMMARY

Exhibit A (Continued)

| REVENUE | MOST RECENTLY COMPLETED FISCAL YEAR - YEAR-END TOTALS | | | | UPCOMING YEAR BUDGET (2013-14) | | | |
|------------------------------|---|--------|--------------------|---------------------------------|--------------------------------|--------------------|--------------------------------|--|
| | Description | Amount | % of Total Revenue | Description | Amount | % of Total Revenue | % of Change From Previous Year | |
| Government | | | | | | | | |
| Local | | | #DIV/0! | | | #DIV/0! | | |
| County | | | #DIV/0! | | | #DIV/0! | | |
| State | | | #DIV/0! | | | #DIV/0! | | |
| Federal | | | #DIV/0! | | | #DIV/0! | | |
| Other | | | #DIV/0! | | | #DIV/0! | | |
| Subtotal | | \$0 | #DIV/0! | | \$0 | #DIV/0! | | |
| Sponsorships | | | | | | | | |
| Individual | | | #DIV/0! | | | #DIV/0! | | |
| Corporate | | | #DIV/0! | | | #DIV/0! | | |
| Foundations | | | #DIV/0! | | | #DIV/0! | | |
| Other | | | #DIV/0! | | | #DIV/0! | | |
| Subtotal | | \$0 | #DIV/0! | | \$0 | #DIV/0! | | |
| Program Fees | | | | | | | | |
| Admissions | | | #DIV/0! | | | #DIV/0! | | |
| Tuition | | | #DIV/0! | | | #DIV/0! | | |
| Vendor | | | #DIV/0! | | | #DIV/0! | | |
| Application | | | #DIV/0! | | | #DIV/0! | | |
| Other | | | #DIV/0! | | | #DIV/0! | | |
| Subtotal | | \$0 | #DIV/0! | | \$0 | #DIV/0! | | |
| Concessions | | | #DIV/0! | | | #DIV/0! | | |
| Memberships | | | #DIV/0! | | | #DIV/0! | | |
| Subscriptions | | | #DIV/0! | | | #DIV/0! | | |
| In-Kind Contributions | | | #DIV/0! | | | #DIV/0! | | |
| Volunteer Hours | | | | | | | | |
| Project Name | | | | | | | | |
| | | | | Total Number of Volunteer Hours | | | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| | | \$0 | #DIV/0! | | | #DIV/0! | | |
| Subtotal | | \$0 | #DIV/0! | | \$0 | #DIV/0! | | |
| Other | | | #DIV/0! | | | #DIV/0! | | |
| TOTAL REVENUE | | \$0 | #DIV/0! | | \$0 | #DIV/0! | | |

EXHIBIT "B"
GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.11, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.

- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.

EXHIBIT "C"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

§

COUNTY OF _____ §

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

Notary Public, State of _____

EXHIBIT "D"

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insured's" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The Certificate Holder Information should read as follows:

City of Plano
Attn: Risk Manager
P.O. Box 860358
Plano, TX 75086-0358

CC: Bhavesh Mittal, Heritage Preservation Officer

The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------|----------------------------------|--|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/13 | | |
| Department: | | Planning | | |
| Department Head | | P. Jarrell | | |
| Agenda Coordinator (include phone #): T. Stuckey - 7156 | | | | |
| CAPTION | | | | |
| <p>A Resolution of the City Council of the City of Plano, Texas, extending the time limits of an exclusive period for development of a preliminary project design and the negotiation of the terms and conditions of a development agreement by and between the City of Plano, Texas and Prescott Realty Group for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2012-13 | Prior Year (CIP Only) | Current Year | Future Years |
| | | | | TOTALS |
| Budget | | 0 | 9,203,228 | 0 |
| Encumbered/Expended Amount | | 0 | 137,178 | 0 |
| This Item | | 0 | -35,000 | 0 |
| BALANCE | | 0 | 9,305,406 | 0 |
| FUND(S): TIF- EAST SIDE | | | | |
| <p>COMMENTS: Funds are included in the FY 2012-13 TIF East Side Fund balance. This item, in the amount of \$35,000 will leave a FY 2012-13 ending balance of \$9,305,406 in the TIF East Side Fund.</p> | | | | |
| <p>STRATEGIC PLAN GOAL: Passage of the resolution relates to the City's Goal of Partnering for Community Benefit.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>On December 20, 2011 City Council approved a Letter Agreement providing an exclusive 120 day period in which to negotiate the terms and conditions of a development agreement with Prescott Realty Group for redevelopment of the city owned tract at the northwest corner of Park Boulevard and K Avenue. The City Manager approved two extensions, in accordance with the Letter Agreement, for a total of 270 days. In February 2013, City Council approved a 180 day extension. Prescott Realty continues to explore development alternatives for the property, and is requesting an additional 180 day extension.</p> | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Letter Requesting Extension | | | | |
| Original Letter Agreement | | | | |
| Resolution | | | | |



September 10, 2013

Honorable Mayor Harry LaRosiliere
Plano City Council
1520 Ave. K
P.O. Box 860358
Plano, TX 75086

Re: Parker Road Station Area.

Ladies and Gentleman,

We are moving towards a new concept for the land area which should generate sales taxes for the City of Plano and ridership for DART.

Our discussions have centered on groups encompassing education, healthcare, commercial and entertainment uses.

Due to strong interest as a commercial and entertainment venue, we are asking for an extension of 180 days to attempt to structure a transaction with our targeted user.

Please call with any questions.

Sincerely,

Judson L. Pankey
Chief Executive Officer

CC: Mr. Brian Leslie, Prescott Realty Group
Mr. Frank Turner, City of Plano
Ms. Phyllis Jarrell, City of Plano

A Resolution of the City Council of the City of Plano, Texas, extending the time limits of an exclusive period for development of a preliminary project design and the negotiation of the terms and conditions of a development agreement by and between the City of Plano, Texas and Prescott Realty Group for the redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue in the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, on December 20, 2011, the City Council approved a Letter Agreement (the "Agreement") by and between the City of Plano, Texas and Prescott Realty Group, attached hereto as Exhibit "A"; and

WHEREAS, the Agreement provided an exclusive 120 day time frame for Prescott Realty Group to develop a preliminary project design for redevelopment of 4.6± acres located at the northwest corner of Park Boulevard and K Avenue, known as the Parker Road Station Redevelopment Project #1 (the "Project"), and for the City and Prescott Realty Group to negotiate a development agreement regarding same; and

WHEREAS, in accordance with the Agreement, the City Manager has extended the time frame for the exclusive period of preliminary project design and negotiation by 150 days in addition to the initial 120 day time frame for a total of 270 days; and

WHEREAS, on February 11, 2013, City Council approved an additional 180 days to continue to explore development options for the property, develop a preliminary project design, and to complete negotiation of the terms and conditions of a development agreement; and

WHEREAS, Prescott Realty Group continues to actively explore development options for the property and requests a 180 day extension; 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 a 180 day extension of the terms and conditions of the Letter Agreement should be approved, and the City Manager or his authorized designee should be authorized to execute a letter extending the agreement 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 extension of the terms and conditions of the Agreement for an additional 180 days from the date of the approval herein, is hereby found to be

acceptable and in the best interests of the City of Plano and is hereby in all things approved.

Section II. The City Manager or his authorized designee, is hereby authorized to execute a letter in connection herewith on behalf of the City of Plano.

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

DULY PASSED AND APPROVED THIS THE 23RD DAY OF SEPTEMBER, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



December 8, 2011

Mr. Judson Pankey, CEO
Prescott Realty Group
6060 N. Central Expressway, Suite 101
Dallas, TX 75206

Re: Letter Agreement – Parker Road Station Redevelopment Project #1 (RFQ No. 2011-286-B, 091011)

Dear Mr. Pankey:

Subject to City Council approval, we are pleased to inform you that you have been selected as the developer to enter into the conditional selection/negotiation phase of the above referenced project. This agreement does not award the final development to you, but rather sets forth the rights, obligations and process the parties will follow to negotiate a final development contract as further defined below.

The City of Plano (the "City"), grants to Prescott Realty Group the exclusive right to develop a preliminary project design for the Parker Road Station Redevelopment Project #1 (the "Project"). This exclusive right is limited to the company completing the preliminary design under the conditions set forth below. Concurrent with the development of the preliminary design, the parties will, in good faith, negotiate the terms and conditions of a development contract for the Project. If Prescott Realty Group and the City fail to reach agreement on the preliminary project design and fail to enter into a development agreement for the Project, acceptable to the city in the time set forth below, including extensions, the company shall forfeit its rights under this agreement and the city has no further obligation to continue negotiations pertaining to the development of the property.

The period for completing a preliminary project design satisfactory to the City and for the parties to agree upon the terms and conditions for a development contract shall be one hundred and twenty (120) days from the date of City Council approval of this letter agreement, which period may be extended for up to an additional thirty (30) days upon approval of the City Manager. The parties may further extend this period upon mutual consent, in writing by approval of the City Manager.

Both parties acknowledge that an adequate number of public meetings will be one aspect of the iterative process for preparing the preliminary design. Prescott Realty Group agrees to participate in at least three public meetings (but not obligated to more than five), workshops, and/or presentations with the following entities or groups, but not limited to: specific city committees, the public at large, the Dallas Area Rapid Transit Authority, area property owners and surrounding neighborhoods, Tax Increment Finance (T.I.F.) #2 Board, the City of Plano City Council, and others as identified by City staff.

Preparation of a satisfactory preliminary project design shall include a project narrative description of proposed uses, building(s), amenities, concept project drawings including preliminary site plan, typical exterior elevations, typical floor plans, and exterior materials (color and finishes); cost estimates; and construction schedules. Prescott Realty Group is solely responsible for securing project financing and production of financial information and market analysis as may be required by project investors and lenders.

Prescott Realty Group and the City of Plano shall negotiate a development contract specifying the terms and conditions for the conveyance of property to the developer; financing plans, including preliminary commitment of sufficient equity and debt financing; extent of public construction and/or financial participation; project phasing, performance assurances, developers' management structure and personnel committed to the project; general project management, and public incentives and considerations. The final development contract shall provide that Prescott Realty Group ensures adequate financing for the construction of the project improvements. The negotiation of the development contract shall be exclusively between Prescott Realty Group and the City of Plano. Both parties agree to hold all discussion and terms of the negotiation confidential to the extent allowed by law until such time as they are publicly presented to the Plano City Council.

The City shall not be responsible for any costs incurred by Prescott Realty Group pursuant to this agreement except as expressly provided herein. Prescott Realty Group shall be reimbursed for the actual design costs for project planning along with plans for utility extensions, street and drainage improvements, public walkways and connections to the rail platform and other public infrastructure, but in no event shall such total reimbursement exceed \$35,000.00 in the aggregate. The City shall provide Prescott Realty Group with previous surveys and environmental site assessments (ESA) of the property. Any additional survey or ESA deemed necessary by Prescott Realty Group shall be at its expense. In exchange for acceptance of the reimbursement, the City retains all necessary rights to use plans created for public facilities and infrastructure, and all assignable rights in the boundary survey and ESA. All other costs incurred by Prescott Realty Group under this agreement shall be borne solely by the company.

Because of the personal nature of the services to be rendered, you may not assign this agreement without our prior written consent. However, the agreement will inure to the benefit of and be binding on our successors and assigns.

If this agreement meets with your complete approval, please sign and return one of the duplicate originals for our records.

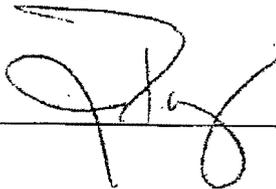
Very truly yours,

City of Plano

By: 

ACCEPTED AND AGREED TO on this 9 day of July, 2012

Prescott Realty Group

By: 



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------------------------|-------------------------|--|------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/2013 | | |
| Department: | | Development | | |
| Department Head | | Frank F. Turner | | |
| Agenda Coordinator (include phone #): Sherry Jackson - Ext. 7122 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract by and between First CMC Properties, LLC and the City of Plano, Texas for purchase of property located at 1400 J Avenue, City of Plano, Collin County, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2012-13 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 9,203,228 | 0 | 9,203,228 |
| Encumbered/Expended Amount | 0 | 137,178 | 0 | 137,178 |
| This Item | 0 | -900,000 | 0 | -900,000 |
| BALANCE | 0 | 8,440,406 | 0 | 8,440,406 |
| FUND(s): TIF - EAST SIDE | | | | |
| COMMENTS: Funds are included in the FY 2012-13 TIF East Side Fund balance. This item, in the amount of \$900,000, will leave a FY 2012-13 ending balance of \$8,440,406 in the TIF East Side Fund. | | | | |
| STRATEGIC PLAN GOAL: Purchase of property in downtown Plano relates to the City's Goal of Exciting Urban Centers - Destination for Residents and Guests. | | | | |
| SUMMARY OF ITEM | | | | |
| Real estate purchase of First CMC Properties, LLC (Christie); property located at 1400 J Avenue. | | | | |
| List of Supporting Documents: Resolution; Exhibit A | | | Other Departments, Boards, Commissions or Agencies | |

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Real Estate Contract by and between First CMC Properties, LLC and the City of Plano, Texas for purchase of property located at 1400 J Avenue, City of Plano, Collin County, Texas; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, City desires to purchase from First CMC Properties, LLC in fee simple property located at 1400 J Avenue, in the City of Plano, Collin County, Texas ("Property"); and

WHEREAS, the City Council has been presented a proposed Real Estate Contract by and between First CMC Properties, LLC and the City of Plano, Texas to provide for the terms and conditions for the sale and purchase of the Property, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Contract"); and

WHEREAS, upon full review and consideration of the Contract, 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 Contract, 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 Contract 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 Contract.

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

DULY PASSED AND APPROVED this the 23rd day of September, 2013.

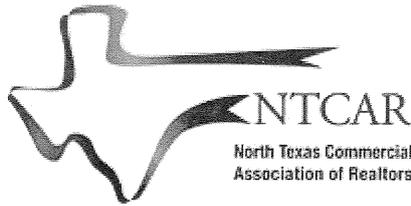
Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT OF SALE

[Check all boxes applicable to this Contract - Boxes not checked do not apply to this Contract]

In consideration of the agreements contained in this Commercial Contract of Sale (the "**Contract**"), Seller shall sell and convey to Purchaser, and Purchaser shall buy and pay for, the Property (defined below) pursuant to the provisions, and subject to the conditions, of this Contract.

1. PARTIES. The parties to this Contract are:

Seller: FIRST CMC PROPERTIES, LLC
Address: _____
Phone: _____ Fax: _____
Email: _____

Purchaser: CITY OF PLANO AND/OR ASSIGNS
Address: 1520 Avenue K, Plano, TX 75074
Phone: 972-941-7000 Fax: _____
Email: _____

2. PROPERTY. The address of the Property is:

1400 J Avenue

_____ Plano Texas 75074.

The Property is located in Collin County, Texas, the land portion of which is further described as:

Lots 9 and 10 of Block 13 and Lots 1, 2, 3b and Outlot 1 of Block 14 of the Plano Railroad Addition to the City of Plano

or as described in **Exhibit "A"**, **LEGAL DESCRIPTION** and/or shown on **Exhibit "B"**, **SITE PLAN**. The Property includes, all and singular, all improvements and fixtures situated thereon, and all rights and appurtenances pertaining thereto, including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way (such land, improvements, fixtures, rights and appurtenances being collectively herein referred to as the "**Property**").

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

3. PURCHASE PRICE.

A. Amount and Payable. The purchase price for the Property is \$900,000.00 (the "Purchase Price"), payable at the Closing as follows (with the Earnest Money to be applied to the Purchase Price) [Check only one]:

- (1) All in cash (meaning Good Funds, as defined in Section 4F below). If this Contract is subject to approval for Purchaser to obtain financing from a third party, then Addendum B-1, THIRD PARTY FINANCING is attached.
(2) Part in cash (Good Funds), in the following amount or percentage [Check only one]:
(a) \$
(b) percent (%) of the Purchase Price.

If only part of the Purchase Price is to be paid in cash, then the balance of the Purchase Price will be paid according to the provisions in Addendum B-2, SELLER FINANCING. If part of the Purchase Price is to be paid by Purchaser assuming an existing promissory note secured by the Property, or taking the Property subject to an existing promissory note secured by the Property, then Addendum B-3, EXISTING LOAN, is attached.

B. Adjustment. The Purchase Price will be adjusted up or down based upon the land area of the Property as determined by the Survey. The land area will be multiplied by the following amount per acre or square foot, as applicable, and the product will become the Purchase Price at the Closing [Check only one]: \$ per acre; or \$ per square foot. The land area for purposes of determining the Purchase Price will be the gross land area of the Property unless this box is checked, in which case the land area for purposes of determining the Purchase Price will be the Net Land Area [as defined in Section 5A (Survey)] of the Property. Notwithstanding the foregoing, the Purchase Price will not be reduced under this Section 3B to less than \$.

4. EARNEST MONEY AND TITLE COMPANY ESCROW.

A. Title Company. The Title Company to serve as escrow agent for this Contract is (the "Title Company"): Republic Title of Texas, Inc. (Ms. Anne Gross)

B. Effective Date. The "Effective Date" is the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company.

C. Earnest Money. Within seven (7) Business Days after the Effective Date, Purchaser shall deliver an earnest money deposit in the amount of \$25,000.00 (the "Earnest Money") payable to the Title Company, in its capacity as escrow agent, to be held in escrow pursuant to the terms of this Contract. Seller's acceptance of this Contract is expressly conditioned upon Purchaser's timely deposit of the Earnest Money with the Title Company. If Purchaser fails to timely deposit the Earnest Money with the Title Company, then Seller may, at Seller's option, terminate this Contract by delivering a written termination notice to Purchaser at any time until Purchaser deposits the Earnest Money with the Title Company.

The Title Company shall deposit the Earnest Money in one or more fully insured accounts in one or more federally insured banking or savings institutions. Purchaser hereby instructs the Title

SELLER'S INITIALS PURCHASER'S INITIALS

Company to promptly deposit the check upon receipt (which instruction may not be retracted without Seller's written consent). After receipt of necessary tax forms from Purchaser, the Title Company will deposit the Earnest Money in an interest bearing account unless this box is checked, in which case the Title Company will not be required to deposit the Earnest Money in an interest bearing account. Any interest earned on the Earnest Money will become a part of the Earnest Money. At the Closing, the Earnest Money will be applied to the Purchase Price or, at Purchaser's option, will be returned to Purchaser upon full payment of the Purchase Price.

D. Independent Consideration. Notwithstanding anything in this Contract to the contrary, a portion of the Earnest Money in the amount of \$100.00 will be non-refundable and will be distributed to Seller upon any termination of this Contract as independent consideration for Seller's performance under this Contract. If this Contract is properly terminated by Purchaser pursuant to a right of termination granted to Purchaser by any provision of this Contract, the Earnest Money will be promptly returned to Purchaser. Any provision of this Contract that states that the Earnest Money is to be returned to Purchaser means that the Earnest Money, less the non-refundable portion, is to be returned to Purchaser.

E. Escrow. The Earnest Money is deposited with the Title Company with the understanding that the Title Company is not: (1) responsible for the performance or non-performance of any party to this Contract; or (2) liable for interest on the funds except to the extent interest has been earned after the funds have been deposited in an interest bearing account.

F. Definition of Good Funds. "Good Funds" means currently available funds, in United States dollars, paid in the form of a certified check, cashier's check, official bank check or wire transfer acceptable to the Title Company, such that the payment may not be stopped by the paying party. Any reference in this Contract to "cash" means Good Funds.

5. SURVEY AND TITLE.

A. Survey. Within twenty (20) days after the Effective Date *[Check only one]*:

- Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Seller's expense.
- Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Purchaser's expense.
- Seller shall deliver to Purchaser a new survey (the "Survey") of the Property prepared at Purchaser's expense, and Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the Survey in an amount not to exceed \$ _____ .
- Seller shall deliver to Purchaser a copy of the most recent existing survey (the "Survey") of the Property in Seller's possession. Seller shall also deliver an Affidavit to the Title Company, in form and substance reasonably satisfactory to the Title Company, stating that none of the improvements on the Property and other matters shown by the existing Survey have changed since the existing Survey was prepared. If Purchaser, Purchaser's lender or the Title Company requires a new survey for any reason, then Purchaser shall pay for the cost of the new Survey, and *[check only one]*: Seller will not be required to pay for any portion of the cost of the new Survey; or Seller will give a credit to Purchaser against the Purchase Price at the Closing for the cost of the new Survey in an amount not to exceed \$ _____ .

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

Any new Survey must:

- (1) be prepared by a Registered Professional Land Surveyor;
- (2) be in a form reasonably acceptable to Purchaser and the Title Company;
- (3) set forth a legal description of the Property by metes and bounds or by reference to a platted lot or lots;
- (4) show that the Survey was made on the ground with corners marked with monuments either found or placed;
- (5) show any discrepancies or conflicts in boundaries, and any visible encroachments;
- (6) contain the surveyor's certificate that the Survey is true and correct; and
- (7) show the location and size of all of the following on or immediately adjacent to the Property, if any, if recorded or visible and apparent:
 - (a) buildings,
 - (b) building set back lines (as shown on any recorded plat, but not as may be described in any restrictive covenants or zoning ordinances),
 - (c) streets and roads,
 - (d) 100-year flood plain (approximate location),
 - (e) improvements,
 - (f) encroachments,
 - (g) easements,
 - (h) recording information of recorded easements,
 - (i) pavements,
 - (j) protrusions,
 - (k) fences,
 - (l) rights-of-way, and
 - (m) any markers or other visible evidence of utilities.

Any area of the Property within the 100-year flood plain will be shown on the Survey as the approximate location of the 100-year flood plain as defined by the Federal Emergency Management Agency or other applicable governmental authority. If the area within any 100-year flood plain is to be deducted for the purpose of determining Net Land Area (defined below), then the Survey must show the area of the Property covered by the 100-year flood plain, and that area, as reasonably determined by the surveyor, will be conclusive for purposes of this Contract, even though the surveyor may qualify that determination as approximate.

After the delivery of the Survey, the legal description of the Property set forth in the Survey will be incorporated in this Contract as the legal description of the Property, and will be used in the deed and any other documents requiring a legal description of the Property.

The Survey must show the gross land area of the Property, and if the Purchase Price is based upon the Net Land Area then the Survey must also show the Net Land Area, expressed in both acres and square feet. The term "**Net Land Area**" means the gross land area of the Property less the area within any of the following (if recorded or visible and apparent, but excluding those within set back areas) *[Check all that apply]*:

- utility easements;
- drainage easements;
- access easements;
- rights-of-way;
- 100-year flood plain; and
- any encroachments on the Property.

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

B. Title Commitment. Within twenty (20) days after the Effective Date, Seller shall deliver or cause to be delivered to Purchaser:

- (1) A title commitment (the "**Title Commitment**") covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance (the "**Title Policy**") on the standard form prescribed by the Texas Department of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions (defined below); and
- (2) the following (collectively, the "**Title Documents**"):
 - (a) true and legible copies of all recorded instruments affecting the Property and recited as exceptions in the Title Commitment;
 - (b) a current tax certificate;
 - (c) any written notices required by applicable statutes, including those referenced in Section 17; and
 - (d) if the Property includes any personal property, UCC search reports pertaining to the Seller.

6. REVIEW OF SURVEY AND TITLE.

A. Title Review Period. Purchaser will have twenty (20) days (the "**Title Review Period**") after receipt of the last of the Survey, Title Commitment and Title Documents to review them and to deliver a written notice to Seller stating any objections Purchaser may have to them or any item disclosed by them. Purchaser's failure to object within the time provided will be a waiver of the right to object. Any item to which Purchaser does not object will be deemed a "**Permitted Exception**." The items set forth on Schedule C of the Title Commitment, and any other items the Title Company identifies to be released upon the Closing, will be deemed objections by Purchaser. Zoning ordinances and the lien for current taxes are deemed to be Permitted Exceptions.

B. Cure Period. If Purchaser delivers any written objections to Seller within the Title Review Period, then Seller shall make a good faith attempt to cure the objections within ten (10) days (the "**Cure Period**") after receipt of the objections. However, Seller is not required to incur any cost to do so. If Seller cannot cure the objections within the Cure Period, Seller may deliver a written notice to Purchaser, before expiration of the Cure Period, stating whether Seller is committed to cure the objections at or before the Closing. If Seller does not cure the objections within the Cure Period, or does not timely deliver the notice, or does not commit in the notice to fully cure all of the objections at or before the Closing, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the earlier to occur of: (1) the date that is seven (7) days after the expiration of the Cure Period; or (2) the scheduled Closing Date.

C. New Items. If any new items are disclosed by any updated Survey, updated Title Commitment, or any new Title Documents, that were not disclosed to Purchaser when the Survey, Title Commitment, and Title Documents were first delivered to Purchaser, then Purchaser will have fifteen (15) days to review the new items and to deliver a written notice to Seller stating any objections Purchaser may have to the new items. If Purchaser timely delivers any written objections as to the new items to Seller, then Seller shall make a good faith attempt to cure the objections to the new items within ten (10) days (the "**Additional Cure Period**") after receipt of the objections as to the new items. However, Seller is not required to incur any cost to do so. If Seller does not cure the objections as to the new items within the Additional Cure Period, or does not deliver a written notice to Purchaser before the expiration of the Additional Cure Period stating whether Seller is committed to cure the objections as to the new items at or before the Closing, then Purchaser may terminate this Contract by delivering a
SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

written notice to Seller on or before the earlier to occur of: (1) that date that is seven (7) days after the expiration of the Additional Cure Period; or (2) the scheduled Closing Date.

D. Return of Earnest Money or Waiver. If Purchaser properly and timely terminates this Contract, the Earnest Money will be returned to Purchaser. If Purchaser does not properly and timely terminate this Contract, then Purchaser will be deemed to have waived any uncured objections and must accept title at the Closing subject to the uncured objections and other Permitted Exceptions. Seller's failure to cure Purchaser's objections under this Section 6 does not constitute a default by Seller.

7. SELLER'S REPRESENTATIONS.

A. Statements. Seller represents to Purchaser, to the best of Seller's knowledge, as follows:

(1) **Title.** At the Closing, Seller will convey to Purchaser good and indefeasible fee simple title to the Property free and clear of any and all liens, assessments, easements, security interests and other encumbrances except the Permitted Exceptions. Delivery of the Title Policy pursuant to Section 12 (the Closing) will be deemed to satisfy the obligation of Seller as to the sufficiency of title required under this Contract. However, delivery of the Title Policy will not release Seller from the warranties of title set forth in the warranty deed.

(2) **Leases.** There are no parties in possession of any portion of the Property as lessees, tenants at sufferance or trespassers except tenants under written leases delivered to Purchaser pursuant to this Contract.

(3) **Liens and Debts.** There are no mechanic's liens, Uniform Commercial Code liens or unrecorded liens against the Property, and Seller shall not allow any such liens to attach to the Property before the Closing that will not be satisfied out of the Closing proceeds. All obligations of Seller arising from the ownership and operation of the Property and any business operated on the Property, including, but not limited to, taxes, leasing commissions, salaries, contracts, and similar agreements, have been paid or will be paid before the Closing. Except for obligations for which provisions are made in this Contract for prorating at the Closing and any indebtedness taken subject to or assumed, there will be no obligations of Seller with respect to the Property outstanding as of the Closing.

(4) **Litigation.** There is no pending or threatened litigation, condemnation, or assessment affecting the Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessment affecting the Property that is instituted after the Effective Date.

(5) **Material Defects.** Seller has disclosed to Purchaser any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any occupant of the Property. Except as disclosed in writing by Seller to Purchaser, the Property has no known latent structural defects or construction defects of a material nature, and none of the improvements have been constructed with materials known to be a potential health hazard to occupants of the Property.

(6) **Hazardous Materials.** Except as otherwise disclosed in writing by Seller to Purchaser, the Property (including any improvements) does not contain any Hazardous Materials (defined below) other than lawful quantities properly stored in containers in compliance with applicable laws.

B. Remedies. If Purchaser discovers, before the Closing, that any of Seller's representations has been misrepresented in a material respect, Purchaser may notify Seller of the misrepresentation in writing, and Seller shall attempt to correct the misrepresentation. If the misrepresentation is not corrected by Seller before the Closing, Purchaser may: (1) proceed to Closing, without waiving any
SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

claim for misrepresentation; or (2) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser.

C. Negative Covenants. After the Effective Date, Seller shall not, without Purchaser's prior written approval: (1) further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms of any existing encumbrance, if the encumbrance would still be in effect after Closing; or (2) enter into any lease or contract affecting the Property, if the lease or contract would still be in effect after Closing. However, Seller may enter into a lease or contract with an independent third party, in the ordinary course of business, without Purchaser's consent, if Purchaser will be entitled to terminate the lease or contract after Closing, without incurring any termination charge, by delivering a termination notice thirty (30) days in advance of the termination date. If Seller enters into any lease or contract affecting the Property after the Effective Date, then Seller shall immediately deliver a photocopy of the signed document to Purchaser.

8. NONCONFORMANCE. Purchaser has or will independently investigate and verify to Purchaser's satisfaction the extent of any limitations of uses of the Property. Purchaser acknowledges that the current use of the Property or the improvements located on the Property (or both) may not conform to applicable Federal, State or municipal laws, ordinances, codes or regulations. Zoning, permitted uses, height limitations, setback requirements, minimum parking requirements, limitations on coverage of improvements to total area of land, Americans with Disabilities Act requirements, wetlands restrictions and other matters may have a significant economic impact upon the intended use of the Property by Purchaser. However, if Seller is aware of pending zoning changes and/or current nonconformance with any Federal, State or local laws, ordinances, codes or regulations, Seller shall disclose same to Purchaser.

9. INSPECTION. [Check only one]

A. Inspection Desired. Purchaser desires to inspect the Property and Seller grants to Purchaser the right to inspect the Property as described in **Addendum C, INSPECTION**.

B. Inspection Not Necessary. Purchaser acknowledges that Purchaser has inspected the Property, including all buildings and improvements, and is thoroughly familiar with their condition. Purchaser accepts the Property in its present "AS IS" condition, and any changes caused by normal wear and tear before the Closing, but without waiving Purchaser's rights by virtue of Seller's representations expressed in this Contract.

10. CASUALTY LOSS AND CONDEMNATION.

A. Damage or Destruction. All risk of loss to the Property will remain upon Seller before the Closing. If the Property is damaged or destroyed by fire or other casualty to a Material Extent (defined below), then Purchaser may terminate this Contract by delivering a written termination notice to Seller within ten (10) days after the date the casualty occurred (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If the Property is damaged by fire or other casualty to less than a Material Extent, the parties shall proceed to the Closing as provided in this Contract. If the transaction is to proceed to the Closing, despite any damage or destruction, there will be no reduction in the Purchase Price and Seller shall either: (1) fully repair the damage before the Closing, at Seller's expense; or (2) give a credit to Purchaser at the Closing for the entire cost of repairing the Property. The term "**Material Extent**" means damage or destruction where the cost of repair exceeds ten percent (10%) of the Purchase Price. If the repairs cannot be completed before the Closing Date, or the cost of repairing the Property cannot be determined before the Closing Date, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty (30) days after the previously scheduled Closing Date.

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B. Condemnation. If condemnation proceedings are commenced before the Closing against any portion of the Property, then Seller shall immediately notify Purchaser in writing of the condemnation proceedings, and Purchaser may terminate this Contract by delivering a written notice to Seller within ten (10) days after Purchaser receives the notice (and in any event before the Closing), in which case the Earnest Money will be returned to Purchaser. If this Contract is not terminated, then any condemnation award will (a) if known on the Closing Date, belong to Seller and the Purchase Price will be reduced by the same amount, or (b) if not known on the Closing Date, belong to Purchaser and the Purchase Price will not be reduced.

11. ASSIGNMENT. [Check only one]

- A. Assignment Permitted.** Purchaser may assign this Contract provided the assignee assumes in writing all obligations and liabilities of Purchaser under this Contract, in which event Purchaser will be relieved of any further liability under this Contract.
- B. Limited Assignment Permitted.** Purchaser may assign this Contract only to a related party, defined as: (1) an entity in which Purchaser is an owner, partner or corporate officer; (2) an entity which is owned or controlled by the same person or persons that own or control Purchaser; or (3) a member or members of the immediate family of Purchaser, or a trust in which the beneficiary or beneficiaries is or are a member or members of the immediate family of Purchaser. Purchaser will remain liable under this Contract after any assignment.
- C. Assignment Prohibited.** Purchaser may not assign this Contract without Seller's prior written consent.

12. CLOSING.

A. Closing Date. The closing of the transaction described in this Contract (the "**Closing**") will be held at the offices of the Title Company at its address stated below, on the date (the "**Closing Date**") that is *[complete only one]*:

_____ days after the expiration of the Inspection Period (defined in Addendum C);
_____ days after the Effective Date; or
15 days after the expiration of the Feasibility Period as defined in
Addendum "G" hereto.

However, if any objections that were timely made by Purchaser in writing pursuant to Section 6 (Review of Survey and Title) have not been cured, then either party may postpone the Closing Date by delivering a written notice to the other party specifying an extended Closing Date that is not more than thirty (30) days after the previously scheduled Closing Date.

B. Seller's Closing Obligations. At the Closing, Seller shall deliver to Purchaser, at Seller's expense:

(1) A duly executed *[check only one]* General Warranty Deed Special Warranty Deed (with vendor's lien retained if financing is given by Seller or obtained from a third party) conveying the Property in fee simple according to the legal description prepared by the surveyor as shown on the Survey, subject only to the Permitted Exceptions;

(2) An updated Title Commitment committing the underwriter for the Title Company to issue promptly after the Closing, at Seller's expense, the Title Policy pursuant to the Title Commitment, subject only to the Permitted Exceptions, in the full amount of the Purchase Price, dated as of the date of the Closing, and (at an additional premium cost) *[check only one]*

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if applicable] with the survey exception modified at Seller's expense to read "any shortages in area," or with the survey exception modified at Purchaser's expense to read "any shortages in area;"

(3) A Bill of Sale conveying the personal property, if any, including, but not limited to, any described on **Addendum A, IMPROVED PROPERTY**, free and clear of liens, security interests and encumbrances, subject only to the Permitted Exceptions (to the extent applicable);

(4) Possession of the Property, subject to valid existing leases disclosed by Seller to Purchaser and other applicable Permitted Exceptions;

(5) An executed assignment of all leases, if there are any leases affecting the Property;

(6) A current rent roll certified by Seller to be complete and accurate, if there are any leases affecting the Property;

(7) Evidence of Seller's authority and capacity to close this transaction; and

(8) All other documents reasonably required by the Title Company to close this transaction.

C. Purchaser's Closing Obligations. At the Closing, Purchaser shall deliver to Seller, at Purchaser's expense:

(1) The cash portion of the Purchase Price (with the Earnest Money being applied to the Purchase Price);

(2) The Note and the Deed of Trust, if **Addendum B-2, SELLER FINANCING**, is attached;

~~(3) An Assumption Agreement in recordable form agreeing to pay all commissions payable under any lease affecting the Property;~~

(4) Evidence of Purchaser's authority and capacity to close this transaction; and

(5) All other documents reasonably required by the Title Company to close this transaction.

D. Closing Costs. Each party shall pay its share of the closing costs which are customarily paid by a seller or purchaser in a transaction of this character in the county where the Property is located, or as otherwise agreed.

E. Prorations. Rents, lease commissions, interest on any assumed loan, insurance premiums on any transferred insurance policies, maintenance expenses, operating expenses, standby fees, and ad valorem taxes for the year of the Closing will be prorated at the Closing effective as of the date of the Closing. Seller shall give a credit to Purchaser at the Closing in the aggregate amount of any security deposits deposited by tenants under leases affecting the Property. If the Closing occurs before the tax rate is fixed for the year of the Closing, the apportionment of the taxes will be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation, but any difference between actual and estimated taxes for the year of the Closing actually paid by Purchaser will be adjusted equitably between the parties upon receipt of a written statement of the actual amount of the taxes. This provision will survive the Closing.

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F. Rollback Taxes. If any Rollback Taxes are due before the Closing due to a change in use of the Property by Seller or a denial of any special use valuation of the Property before the Closing, then Seller shall pay those Rollback Taxes (including any interest and penalties) at or before the Closing. If this sale or a change in use of the Property or denial of any special use valuation of the Property after the Closing would result in the assessment after the Closing of additional taxes and interest applicable to the period of time before the Closing ("**Rollback Taxes**"), then: (1) Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed, without receiving any credit from Seller; unless (2) this box is checked, in which case Seller shall give a credit to Purchaser at the Closing for the amount of the Rollback Taxes (including interest and penalties) that may be assessed after the Closing as reasonably estimated by the Title Company, and Purchaser shall pay the Rollback Taxes (including any interest and penalties) if and when they are assessed after the Closing. If Seller gives a credit to Purchaser for the estimated amount of Rollback Taxes, and the actual Rollback Taxes assessed after the Closing are different from the estimate used at the Closing, then there will be no subsequent adjustment between Seller and Purchaser.

~~**G. Loan Assumption.** If Purchaser assumes an existing mortgage loan, or takes the Property subject to an existing lien, at the Closing, Purchaser shall pay: (1) to the lender, any assumption fee charged by the lender; (2) to the lender, reasonable attorney's fees charged by the lenders' attorney; and (3) to Seller, a sum equal to the amount of any reserve accounts held by the lender for the payment of taxes, insurance and any other expenses applicable to the Property for which reserve accounts are held by the lender, and Seller shall transfer the reserve accounts to Purchaser. Purchaser shall execute, at the option and expense of Seller, a Deed of Trust to Secure Assumption with a trustee named by Seller. If consent to the assumption is required by the lender, Seller shall obtain the lender's consent in writing and deliver the consent to Purchaser at the Closing. If Seller does not obtain the lender's written consent (if required) and deliver it to Purchaser at or before the Closing, Purchaser may terminate this Contract by delivering a written termination notice to Seller, and the Earnest Money will be returned to Purchaser.~~

H. Foreign Person Notification. If Seller is a Foreign Person, as defined by the Internal Revenue Code, or if Seller fails to deliver to Purchaser a non-foreign affidavit pursuant to §1445 of the Internal Revenue Code, then Purchaser may withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the withheld proceeds to the Internal Revenue Service, together with appropriate tax forms. A non-foreign affidavit from Seller must include: (1) a statement that Seller is not a foreign person; (2) the U. S. taxpayer identification number of Seller; and (3) any other information required by §1445 of the Internal Revenue Code.

13. DEFAULT.

A. Purchaser's Remedies. If Seller fails to close this Contract for any reason except Purchaser's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Seller will be in default and Purchaser may elect to either: (1) enforce specific performance of this Contract (force Seller to sell the Property to Purchaser pursuant to this Contract); or (2) terminate this Contract by delivering a written notice to Seller. If Purchaser elects to terminate this Contract due to Seller's default, then Purchaser will be deemed to have waived any other remedies available to Purchaser and the Earnest Money will be returned to Purchaser.

The foregoing will be Purchaser's sole and exclusive remedies for Seller's default unless this box is checked, in which case Purchaser may sue Seller for damages. If the box is checked to allow Purchaser to sue Seller for damages, then Purchaser must elect to pursue either specific performance or a claim for damages at the beginning of any legal action initiated by Purchaser.

B. Seller's Remedies. If Purchaser fails to close this Contract for any reason except Seller's default or the termination of this Contract pursuant to a right to terminate set forth in this Contract, Purchaser will be in default and Seller may terminate this Contract and receive the Earnest Money as
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liquidated damages for Purchaser's breach of this Contract, thereby releasing Purchaser from this Contract. If Seller terminates this Contract due to Purchaser's default, then the Earnest Money will be paid to Seller.

The right to receive the Earnest Money will be Seller's sole and exclusive remedy for Purchaser's default, ~~unless one of the following remedies is selected, in which case Seller may sue Purchaser: to enforce specific performance (force Purchaser to purchase the Property pursuant to this Contract); or for damages. If one or both of the boxes is checked to allow Seller to sue Purchaser to enforce specific performance or for damages, then Seller must elect to either receive the Earnest Money as liquidated damages or pursue one of the other selected remedies at the beginning of any legal action initiated by Seller.~~

14. AGENCY DISCLOSURE.

A. Agency Relationships. The term "**Brokers**" refers to the Principal Broker and the Cooperating Broker, if applicable, as set forth on the signature page. Each Broker has duties only to the party the Broker represents as identified below. If either Broker is acting as an intermediary, then that Broker will have only the duties of an intermediary, and the intermediary disclosure and consent provisions apply as set forth below. *[Each broker check only one]*

(1) The Principal Broker is: agent for Seller only; or agent for Purchaser only; or an intermediary.

(2) The Cooperating Broker is: agent for Seller only; or agent for Purchaser only; or an intermediary.

B. Other Brokers. Seller and Purchaser each represent to the other that they have had no dealings with any person, firm, agent or finder in connection with the negotiation of this Contract or the consummation of the purchase and sale contemplated by this Contract, ~~other than the Brokers named in this Contract, and no real estate broker, agent, attorney, person, firm or entity, other than the Brokers, is entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of the representing party. Each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the Brokers, by reason of any dealings or acts of the indemnifying party.~~

C. Fee Sharing. Seller and Purchaser agree that the Brokers may share the Fee (defined below) among themselves, their sales associates, and any other licensed brokers involved in the sale of the Property. The parties authorize the Title Company to pay the Fee directly to the Principal Broker and, if applicable, the Cooperating Broker, in accordance with Section 15 (Professional Service Fee) or any other agreement pertaining to the Fee. Payment of the Fee will not alter the fiduciary relationships between the parties and the Brokers.

D. Intermediary Relationship. If either of the Brokers has indicated in Section 14A (Agency Relationships) that the Broker is acting as an intermediary in this transaction, then Purchaser and Seller hereby consent to the intermediary relationship, authorize such Broker or Brokers to act as an intermediary in this transaction, and acknowledge that the source of any expected compensation to the Brokers will be Seller, and the Brokers may also be paid a fee by Purchaser. **A broker is required to treat each party honestly and fairly and to comply with the Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:**

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- (1) shall treat all parties honestly;
- (2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;
- (3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and
- (4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing not to disclose unless authorized in writing to disclose the information or required to do so by the Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

Broker is authorized to appoint, by providing written notice to the parties, one or more licensees associated with Broker to communicate with and carry out instructions of one party, and one or more other licensees associated with Broker to communicate with and carry out instructions of the other party or parties. During negotiations, an appointed licensee may provide opinions and advice to the party to whom the licensee is appointed.

15. PROFESSIONAL SERVICE FEE.

A. Payment of Fee. Seller agrees to pay the Brokers a professional service fee (the "Fee") for procuring the Purchaser and for assisting in the negotiation of this Contract as follows:
Six (6%) percent of the Purchase Price to Fairway Group Real Estate in cash at Closing.

~~The Fee will be earned upon the execution of this Contract and will be paid at the Closing of a sale of the Property by Seller pursuant to this Contract (as may be amended or assigned). The Fee will be paid by Seller to the Brokers in the county in which the Property is located. Seller shall pay any applicable sales taxes on the Fee. The Title Company or other escrow agent is authorized and directed to pay the Fee to the Brokers out of the Closing proceeds. A legal description of the Property, as set forth in this Contract and any Survey delivered pursuant to this Contract, is incorporated by reference in the agreement pertaining to the Fee set forth or referenced in this Section.~~

~~The Fee is earned notwithstanding: (1) any subsequent termination of this Contract (except a termination by Seller or Purchaser pursuant to a right of termination in this Contract); or (2) any default by Seller. If the Closing does not occur due to Purchaser's default, and Seller does not elect to enforce specific performance, the Fee will not exceed one-half of the Earnest Money. If either party defaults under this Contract, then the Fee will be paid within ten (10) days after the scheduled Closing Date, and the Title Company is authorized to pay the fee out of the Earnest Money or any other escrow deposit made pursuant to this Contract. If Seller defaults, then Seller's obligation to pay the Fee will not be affected if Purchaser chooses the remedy of terminating this Contract, and the amount of the Fee will not be limited to the amount of the Earnest Money or any other escrow deposit made pursuant to this Contract.~~

B. Consent Required. Purchaser, Seller and Title Company agree that the Brokers are third party beneficiaries of this Contract with respect to the Fee, and that no change may be made by Purchaser, Seller or Title Company as to the time of payment, amount of payment or the conditions for payment of the Fee without the written consent of the Brokers.

~~**C. Right to Claim a Lien.** Pursuant to Chapter 62 of the Texas Property Code, the Brokers hereby disclose their right to claim a lien based on the commission agreement set forth in this Section 15 and any other commission agreements referenced in this Contract or applicable to the transaction~~
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~~contemplated by this Contract. This disclosure is hereby incorporated in any such commission agreements.~~ -

16. MISCELLANEOUS PROVISIONS.

A. Definition of Hazardous Materials. "Hazardous Materials" means any pollutants, toxic substances, oils, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, or any other Federal, State or local environmental law, ordinance, rule, or regulation, whether existing as of the Effective Date or subsequently enacted.

B. Notices. All notices and other communications required or permitted under this Contract must be in writing and will be deemed delivered on the earlier of: (1) actual receipt, if delivered in person or by courier, with evidence of delivery; (2) receipt of an electronic facsimile ("Fax") transmission with confirmation of delivery to the Fax numbers specified in this Contract, if any; or (3) upon deposit with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and properly addressed to the intended recipient at the address set forth in this Contract. Any party may change its address for notice purposes by delivering written notice of its new address to all other parties in the manner set forth above. Copies of all written notices should also be delivered to the Brokers and to the Title Company, but failure to notify the Brokers or the Title Company will not cause an otherwise properly delivered notice to be ineffective.

C. Termination. If this Contract is terminated for any reason, the parties will have no further rights or obligations under this Contract, except that: (1) Purchaser shall pay the costs to repair any damage to the Property caused by Purchaser or Purchaser's agents; (2) Purchaser shall return to Seller any reports or documents delivered to Purchaser by Seller; and (3) each party shall perform any other obligations that, by the explicit provisions of this Contract, expressly survive the termination of this Contract. The obligations of this Section 16C will survive the termination of this Contract. The terms of any mutual termination agreement will supersede and control over the provisions of this Section 16C to the extent of any conflict.

~~**D. Forms.** In case of a dispute as to the form of any document required under this Contract, the most recent form prepared by the State Bar of Texas will be used, modified as necessary to conform to the terms of this Contract.~~

~~**E. Attorneys' Fees.** The prevailing party in any proceeding brought to enforce this Contract, or brought relating to the transaction contemplated by this Contract, will be entitled to recover, from the non-prevailing party, court costs, reasonable attorneys' fees and all other reasonable related expenses.~~

F. Integration. This Contract contains the complete agreement between the parties with respect to the Property and cannot be varied except by written agreement. The parties agree that there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Contract. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superceded by this Contract, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Contract.

G. Survival. Any representation or covenant contained in this Contract not otherwise discharged at the Closing will survive the Closing.

H. Binding Effect. This Contract will inure to the benefit of, and will be binding upon, the parties to this Contract and their respective heirs, legal representatives, successors and assigns.

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I. Time for Performance. Time is of the essence under each provision of this Contract. Strict compliance with the times for performance is required.

J. Business Day. If any date of performance under this Contract falls on a Saturday, Sunday or Texas legal holiday, such date of performance will be deferred to the next day that is not a Saturday, Sunday or Texas legal holiday. ~~or Federal~~

K. Right of Entry. After reasonable advance notice and during normal business hours, Purchaser, Purchaser's representatives and the Brokers have the right to enter upon the Property before the Closing for purposes of viewing, inspecting and conducting studies of the Property, so long as they do not unreasonably interfere with the use of the Property by Seller or any tenants, or cause damage to the Property.

L. Governing Law. This Contract will be construed under and governed by the laws of the State of Texas, and unless otherwise provided in this Contract, all obligations of the parties created under this Contract are to be performed in the county where the Property is located. The venue for any dispute arising pursuant to this Contract shall be Collin County, Texas.

M. Severability. If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Contract will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Contract.

N. Broker Disclaimer. The Brokers will disclose to Purchaser any material factual knowledge the Brokers may possess about the condition of the Property. Purchaser understands that a real estate broker is not an expert in matters of law, tax, financing, surveying, hazardous materials, engineering, construction, safety, zoning, land planning, architecture, or the Americans with Disabilities Act. Purchaser should seek expert assistance on such matters. The Brokers do not investigate a property's compliance with building codes, governmental ordinances, statutes and laws that relate to the use or condition of the Property or its construction, or that relate to its acquisition. Purchaser is not relying upon any representations of the Brokers concerning permitted uses of the Property or with respect to any nonconformance of the Property. If the Brokers provide names of consultants or sources for advice or assistance, the Brokers do not warrant the services of the advisors or their products. The Brokers cannot warrant the suitability of property to be acquired. Purchaser acknowledges that current and future federal, state and local laws and regulations may require any Hazardous Materials to be removed at the expense of those persons who may have had or continue to have any interest in the Property. The expense of such removal may be substantial. Purchaser agrees to look solely to experts and professionals selected or approved by Purchaser to advise Purchaser with respect to the condition of the Property and will not hold the Brokers responsible for any condition relating to the Property. The Brokers do not warrant that Seller will disclose any or all property defects or other matters pertaining to the Property or its condition. Seller and Purchaser agree to hold the Brokers harmless from ~~any damages, claims, costs and expenses including, but not limited to, reasonable attorneys' fees and court costs,~~ resulting from or related to any person furnishing any false, incorrect or inaccurate information with respect to the Property, Seller's concealing any material information with respect to the condition of the Property, or matters that should be analyzed by experts. To the extent permitted by applicable law, the Brokers' liability for errors or omissions, negligence, or otherwise, is limited to the return of the Fee, if any, paid to the responsible Broker pursuant to this Contract. The parties agree that they are not relying upon any oral statements that the Brokers may have made. Purchaser is relying solely upon Purchaser's own investigations and the representations of Seller, if any, and Purchaser acknowledges that the Brokers have not made any warranty or representation with respect to the condition of the Property or otherwise.

O. Counterparts. This Contract may be executed in a number of identical counterparts. Each counterpart is deemed an original and all counterparts will, collectively, constitute one agreement.

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P. Patriot Act Representation. Seller and Purchaser each represent to the other that: (1) its property interests are not blocked by Executive Order No. 13224, 66 Fed. Reg. 49079; (2) it is not a person listed on the Specially Designated Nationals and Blocked Persons list of the Office of Foreign Assets Control of the United States Department of the Treasury; and (3) it is not acting for or on behalf of any person on that list.

Q. Exchange. Seller and Purchaser shall cooperate with each other in connection with any tax deferred exchange that either party may be initiating or completing in connection with Section 1031 of the Internal Revenue Code, so long as neither party will be required to pay any expenses related to the other party's exchange and the Closing is not delayed. Notwithstanding any other provision that may prohibit the assignment of this Contract, either party may assign this Contract to a qualified intermediary or exchange accommodation title holder, if the assignment is required in connection with the exchange. The parties agree to cooperate with each other, and sign any reasonable documentation that may be required, to effectuate any such exchange.

17. STATUTORY NOTICES.

A. Abstract or Title Policy. At the time of the execution of this Contract, Purchaser acknowledges that the Brokers have advised and hereby advise Purchaser, by this writing, that Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection or that Purchaser should be furnished with or obtain a policy of title insurance.

B. Notice Regarding Unimproved Property Located in a Certificated Service Area. If the Property is unimproved and is located in a certificated service area of a utility service, then Seller shall give to Purchaser a written notice in compliance with §13.257 of the Texas Water Code, and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the correct name of utility service provider authorized by law to provide water or sewer service to the Property, and must comply with all other applicable requirements of the Texas Water Code.

C. Special Assessment Districts. If the Property is situated within a utility district or flood control district subject to the provisions of §49.452 of the Texas Water Code, then Seller shall give to Purchaser the required written notice and Purchaser agrees to acknowledge receipt of the notice in writing. The notice must set forth the current tax rate, the current bonded indebtedness and the authorized indebtedness of the district, and must comply with all other applicable requirements of the Texas Water Code.

D. Property Owners' Association. If the Property is subject to mandatory membership in a property owners' association, Seller shall notify Purchaser of the current annual budget of the property owners' association, and the current authorized fees, dues and/or assessments relating to the Property. In addition, Seller shall give to Purchaser the written notice required under §5.012 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the notice in writing. Also, Seller shall give to Purchaser the resale certificate required under Chapter 207 of the Texas Property Code, if applicable, and Purchaser agrees to acknowledge receipt of the resale certificate in writing.

E. Notice Regarding Possible Annexation. If the Property that is the subject of this Contract is located outside the limits of a municipality, the Property may now or later be included in the extraterritorial jurisdiction of the municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

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F. Notice Regarding Coastal Area Property. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, then Seller shall give to Purchaser a written notice regarding coastal area property, in compliance with §33.135 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

G. Gulf Intracoastal Waterway Notice. If the Property is located seaward of the Gulf Intracoastal Waterway, then Seller shall give to Purchaser a written notice regarding the seaward location of the Property, in compliance with §61.025 of the Texas Natural Resources Code, and Purchaser agrees to acknowledge receipt of the notice in writing.

H. Notice for Property Located in an Agricultural Development District. If the Property is located in an agricultural development district, then in accordance with §60.063 of the Texas Agricultural Code: (1) Seller shall give to Purchaser a written notice that the Property is located in such a district; (2) Purchaser agrees to acknowledge receipt of the notice in writing; and (3) at the Closing, a separate copy of the notice with current information about the district will be executed by Seller and Purchaser and recorded in the deed records of the county in which the Property is located.

I. Disclosure of Dual Capacity as Broker and Principal. [Complete if applicable].

_____ is a licensed Texas real estate broker and is acting in a dual capacity as broker for the Purchaser and as a principal in this transaction, as he or she may be the Purchaser (or one of the owners of the Purchaser after any assignment of this Contract).

_____ is a licensed Texas real estate broker and is acting in a dual capacity as broker for the Seller and as a principal in this transaction, as he or she may be the Seller (or one of the owners of the Seller).

18. DISPUTE RESOLUTION.

A. Mediation. If any dispute (the "**Dispute**") arises between any of the parties to this Contract including, but not limited to, payment of the Fee, then any party (including any Broker) may give written notice to the other parties requiring all involved parties to attempt to resolve the Dispute by mediation. Except in those circumstances where a party reasonably believes that an applicable statute of limitations period is about to expire, or a party requires injunctive or equitable relief, the parties are obligated to use this mediation procedure before initiating arbitration or any other action. Within seven (7) days after receipt of the mediation notice, each party must deliver a written designation to all other parties stating the names of one or more individuals with authority to resolve the Dispute on such party's behalf. Within fourteen (14) days after receipt of the mediation notice, the parties shall make a good faith effort to select a qualified mediator to mediate the Dispute. If the parties are unable to timely agree upon a mutually acceptable mediator, any party may request any state or federal judge to appoint a mediator. In consultation with the mediator, the parties shall promptly designate a mutually convenient time and place for the mediation that is no later than thirty (30) days after the date the mediator is selected. In the mediation, each party must be represented by persons with authority and discretion to negotiate a resolution of the Dispute, and may be represented by counsel. The mediation will be governed by applicable provisions of Chapter 154 of the Texas Civil Practice and Remedies Code, and such other rules as the mediator may prescribe. The fees and expenses of the mediator will be shared equally by all parties included in the Dispute. Any mediated resolutions between the parties

~~**B. Arbitration.** If the parties are unable to resolve any Dispute by mediation, then the parties (including the Brokers) shall submit the Dispute to binding arbitration before a single arbitrator. The Dispute will be decided by arbitration in accordance with the applicable arbitration statute and any rules selected by the arbitrator. After an unsuccessful mediation, any party may initiate the arbitration procedure by delivering a written notice of demand for arbitration to the other parties. Within fourteen (14) days after the receipt of the written notice of demand for arbitration, the parties shall make a good~~

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approval to be binding on the Purchaser.
Plano City Council approval to be subject to Plano City Council approval to be subject to

~~faith effort to select a qualified arbitrator acceptable to all parties. If the parties are unable to agree upon the selection of an arbitrator, then any party may request any state or federal judge to appoint an arbitrator. This agreement to arbitrate will be specifically enforceable under the prevailing arbitration law.~~

19. CONSULT AN ATTORNEY. This Contract is a legally binding agreement. The Brokers cannot give legal advice. The parties to this Contract acknowledge that they have been advised to have this Contract reviewed by legal counsel before signing this Contract.

Purchaser's
attorney is: Paige Mims

Seller's
attorney is: _____

20. EXHIBITS AND ADDENDA. All Exhibits and Addenda attached to this Contract are incorporated herein by reference and made a part of this Contract for all purposes *[check all that apply]*:

- | | | |
|-------------------------------------|-------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Exhibit "A" | Legal Description |
| <input type="checkbox"/> | Exhibit "B" | Site Plan |
| <input type="checkbox"/> | Exhibit "C" | _____ |
| <input checked="" type="checkbox"/> | Addendum A | Improved Property |
| <input type="checkbox"/> | Addendum B-1 | Third Party Financing |
| <input type="checkbox"/> | Addendum B-2 | Seller Financing |
| <input type="checkbox"/> | Addendum B-3 | Existing Loan |
| <input checked="" type="checkbox"/> | Addendum C | Inspection |
| <input type="checkbox"/> | Addendum D | Disclosure Notice |
| <input type="checkbox"/> | Addendum E | Lead Based Paint |
| <input checked="" type="checkbox"/> | Addendum F | Information About Brokerage Services |
| <input checked="" type="checkbox"/> | Addendum G | Additional Provisions |
| <input type="checkbox"/> | Addendum H | _____ |

21. CONTRACT AS OFFER. The execution of this Contract by the first party to do so constitutes an offer to purchase or sell the Property. If the other party does not accept that offer by signing this Contract and delivering a fully executed copy to the first party within three days after the date this Contract is executed by the first party, then the first party may withdraw that offer by delivering a written notice to the other party at any time before the other party accepts that offer, in which case the Earnest Money, if any, will be returned to Purchaser.

22. ADDITIONAL PROVISIONS. *[Additional provisions may be set forth below or on any attached Addendum].*

SURVEY REIMBURSEMENT -- In the event this Contract of Sale fails to close through no fault of Seller herein, Purchaser agrees to pay for the cost of the Survey out of the Earnest Money Deposit, if applicable.

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

This Contract is executed to be effective as of the date the Title Company acknowledges receipt of this fully executed Contract as indicated by the signature block for the Title Company (the Effective Date).

SELLER:

PURCHASER:

FIRST CMC PROPERTIES, LLC

CITY OF PLANO AND/OR ASSIGNS

By: (Signature) _____
Name: _____
Title: Partner

By: (Signature) _____
Name: _____
Title: _____

By: (Signature) _____
Name: _____
Title: _____

By: (Signature) _____
Name: _____
Title: _____

Tax I.D No: _____
Date of Execution: _____

Tax I.D No: _____
Date of Execution: _____

PRINCIPAL BROKER:

COOPERATING BROKER:

FAIRWAY GROUP, REAL ESTATE

By: (Signature) _____
Name: Rick Fambro
Title: President

By: (Signature) _____
Name: _____
Title: _____

Address: 1416 J Avenue
Plano, TX 75074

Address: _____

Telephone: 972-985-0500 Fax: 972-985-1674
Email: rfambro@fairwaygrouprealestate.co
TREC License No.: _____

Telephone: _____ Fax: _____
Email: _____
TREC License No.: _____

SELLER'S INITIALS _____

PURCHASER'S INITIALS _____

TITLE COMPANY RECEIPT: The Title Company acknowledges receipt of this Contract on _____ (the **Effective Date**). Upon receipt of the Earnest Money, the Title Company accepts the Earnest Money subject to the terms and conditions set forth in this Contract.

TITLE COMPANY:

REPUBLIC TITLE OF TEXAS, INC. _____

By (Signature) _____

Name: _____ Anne Gross _____

Title: _____ Senior Vice President _____

Address: _____ 2626 Howell Street, 10th Floor _____
_____ Dallas, TX 75204 _____

Telephone : _____ 214-855-8820 _____ Fax: _____ 972-516-2501 _____

Email: _____ agross@republictitle.com _____

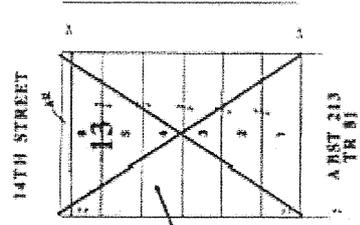
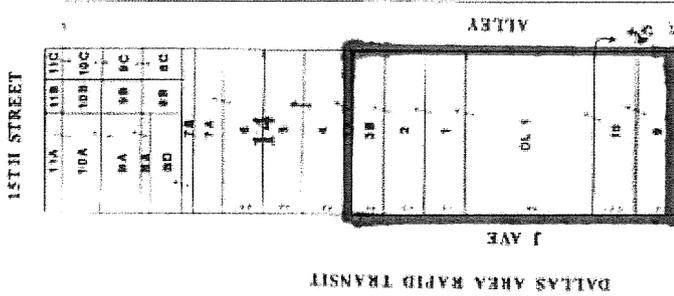
PERMISSION TO USE: This form is provided for use by members of the North Texas Commercial Association of Realtors[®], Inc. ("NTCAR") and members of the North Texas Commercial Association of Real Estate Professionals, Inc. Permission is given to make limited copies of the current version of this form for use in a particular Texas real estate transaction. Please contact the NTCAR office to confirm you are using the current version of this form. Mass production, or reproduction for resale, is not allowed without express permission. Any changes to this form must be made in a manner that is obvious. If any words are deleted, they must be left in the form with a line drawn through them. If changes are made that are not obvious, they are not enforceable.

SELLER'S INITIALS _____

PURCHASER'S INITIALS _____

0846

[Small, illegible text block]



SEE SLIDE 10233 FOR 2013

S0420

RAILROAD ADDN
BLK 13 & 14

SCALE: 1" = 40'



ADDENDUM A TO COMMERCIAL CONTRACT OF SALE

IMPROVED PROPERTY

Property address or description: 1400 J Avenue, Plano, TX 75074

1. Documents.

A. Delivery. Seller agrees to deliver to Purchaser within ten (10) days after the Effective Date complete and legible copies of the following pertaining to the Property, to the extent in Seller's possession or readily available to Seller:

(1) All current leases, including all modifications, amendments, supplements and extensions thereof (including written descriptions of any oral agreements);

(2) A current rent roll certified by Seller to be true, complete and accurate as of the date of delivery, including names of tenants, annual or monthly rents, expenses paid by tenants and by Seller, commencement dates, terms of leases, and renewal options;

(3) A current inventory of all tangible personal property and fixtures owned by Seller and located on, attached to, or used in connection with the Property, to be sold with the Property, certified by Seller to be true and correct as of the date of delivery;

(4) Any Notes, Deeds of Trust and other loan documents pertaining to loans assumed or taken subject to;

(5) All service, maintenance, management, or other contracts relating to the ownership and operation of the Property;

(6) All warranties and guaranties;

(7) All fire, hazard, liability, and other insurance policies;

(8) The real estate and personal property tax statements for the previous two (2) calendar years;

(9) All leasing and commission agreements;

(10) The "as built" or other plans and specifications;

(11) A statement of utility charges, repair costs and other expenses incurred by Seller for the operation and maintenance of the Property for each month for the two (2) years preceding the Effective Date;

(12) A true and correct statement of income and expenses from _____ to _____; and

(13) Other _____

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

B. Review of Documents. Purchaser will have a period of time (the "**Document Review Period**") to review the information identified above, ending the later to occur of:

- (1) _____ days after the Effective Date; or
- (2) the end of the Inspection Period (if any).

If Purchaser objects to any information disclosed to or discovered by Purchaser, in Purchaser's sole discretion, no matter how arbitrary, Purchaser may: (i) terminate this Contract by delivery of a written notice to Seller before the expiration of the Document Review Period, in which case the Earnest Money will be returned to Purchaser; or (ii) waive the objections and close the transaction. If Purchaser does not deliver a written termination notice to Seller before expiration of the Document Review Period, then any objections as to the information provided by Seller pursuant to this Addendum will be deemed to be waived by Purchaser.

2. Estoppel Certificates. Seller agrees to deliver to Purchaser, at least _____ days before the Closing Date, estoppel certificates executed by each of the tenants under the leases of the Property stating:

- (1) whether the tenant is an assignee or subtenant;
- (2) the expiration date of the lease;
- (3) the number of renewal options under the lease, if any, and the total period of time covered by the renewal options;
- (4) that none of the terms or provisions of the lease have been changed since the original execution of the lease, except as shown on any attached amendments or modifications;
- (5) that no default exists under the terms of the lease by either landlord or tenant;
- (6) that the tenant has no claim against the landlord under the lease and has no defense or right of offset against collection of rent or other charges accruing under the lease;
- (7) the amount and payment date of the last payment of rent, the period of time covered by that payment, and the amount of any rental payments made in advance;
- (8) the amount of any security deposits and other deposits, if any; and
- (9) the identity and address of any guarantor of the lease.

If any estoppel certificate is not timely delivered, or is unacceptable to Purchaser, then Purchaser may immediately notify Seller in writing of Purchaser's objections. Seller shall promptly attempt to cure the unacceptable matters without any obligation to incur any cost in connection with the attempt. If Seller is unable to cure the unacceptable matters before the Closing Date, Purchaser may: (i) terminate this Contract by delivering a written termination notice to Seller, in which case the Earnest Money will be returned to Purchaser; or (ii) close the transaction, in which case Purchaser will be deemed to have waived any objections to the unacceptable matters.

3. Operation of Property. After the Effective Date until the Closing Date, Seller shall: (1) operate the Property in the same manner as the Property has been operated by Seller; and (2) maintain the Property in the same condition as existed on the Effective Date, except for ordinary wear and any casualty loss.

4. Personal Property. All fixtures and personal property on the Property and owned by Seller are included as part of the Property including, but not limited to:

- (1) Lighting fixtures, signs, decorative accessories, barriers, traffic control devices and similar equipment;
- (2) Refrigeration, heating, ventilating and air conditioning units and equipment;
- (3) Electronic security equipment and remote transmitter devices;

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

(4) Tools, equipment, parts and supplies used for the maintenance of the Property, such as hoses, ladders, mowers and scaffolds, including, but not limited to, any listed here: _____

(5) Furnishings and decorations situated in common areas such as rugs, artwork, lamps, furniture, planters, and trash containers including, but not limited to, any listed here: _____

(6) Operating manuals, service instructions and all records pertaining to the installation, operation, maintenance and repair of equipment and fixtures whether listed above as items of personal property or affixed as part of the real property;

(7) Trade names and assumed names used in connection with the Property including but not limited to, any listed here: _____

(8) Telephone numbers of the management office of the Property including, but not limited to, any listed here: _____

(9) Licenses, permits, maintenance agreements, management agreements, plans and specifications, as-built drawings, shop drawings, warranties, guarantees and any other agreements relating to the Property or any part thereof; and

(10) Other items: _____

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

ADDENDUM C TO COMMERCIAL CONTRACT OF SALE

INSPECTION

Property address or description: 1400 J Avenue, Plano, TX 75074

1. **Inspection Period.** Purchaser will have a period of 90 days after the Effective Date (the "**Inspection Period**") to inspect the Property and conduct studies regarding the Property. Purchaser's studies may include, without limitation: (1) permitted use and zoning of the Property; (2) core borings; (3) environmental and architectural tests and investigations; (4) physical inspections of improvements, fixtures, equipment, subsurface soils, structural members, and personal property; and (5) examination of agreements, manuals, plans, specifications and other documents relating to the construction and condition of the Property. Purchaser and Purchaser's agents, employees, consultants and contractors will have the right of reasonable entry onto the Property during normal business hours, and upon reasonable advance notice to Seller and any tenants on the Property, for purposes of inspections, studies, tests and examinations deemed necessary by Purchaser. The inspections, studies, tests and examinations will be at Purchaser's expense and risk. Purchaser shall defend and indemnify Seller against any claims that arise due to any actions by Purchaser or Purchaser's agents, employees, consultants and contractors. Purchaser may also use the Inspection Period to perform feasibility studies, obtain equity funding, seek financing, and satisfy other conditions unrelated to the condition of the Property.

To the extent permitted by law,

2. **Reports.**

A. Within _____ days after the Effective Date, Seller shall deliver to Purchaser a written "Phase I" report of an environmental assessment of the Property. The report will be prepared, at Seller's expense, by an environmental consultant reasonably acceptable to Purchaser. The environmental assessment must include an investigation into the existence of Hazardous Materials (as defined in Section 16A of this Contract) in, on or around the Property. The environmental assessment must also include a land use history search, engineering inspections, research and studies that may be necessary to discover the existence of Hazardous Materials.

B. Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser copies of all reports in Seller's possession or control of engineering investigations, tests and environmental studies that have been made with respect to the Property within the three year period before the Effective Date.

C. If Purchaser terminates this Contract, Purchaser shall deliver to Seller, at Purchaser's expense and contemporaneously with the termination, copies of all written reports, inspections, plats, drawings and studies that relate to the condition of the Property made by Purchaser's agents, consultants and contractors. This provision will survive the termination of this Contract.

3. **Termination.** If Purchaser determines, in Purchaser's sole discretion, no matter how arbitrary, that Purchaser chooses not to purchase the Property for any reason, then Purchaser may terminate this Contract by delivering a written notice to Seller on or before the last day of the Inspection Period, in which case the Earnest Money will be returned to Purchaser. Purchaser's reason for choosing to terminate this Contract does not need to be related to the condition of the Property, and Purchaser is not required to justify Purchaser's decision to terminate this Contract.

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____

4. Acceptance. If Purchaser does not properly and timely terminate this Contract before the expiration of the Inspection Period (or if Purchaser accepts the Property in writing) then Purchaser will be deemed to have waived all objections to the Property, except for any title objections that may be outstanding pursuant to Section 6 (Review of Survey and Title) of this Contract. In that event, except as may be expressly stated otherwise in this Contract, Purchaser agrees to purchase the Property in its current "AS IS" condition without any further representations of Seller, this Contract will continue in full force and effect, and the parties shall proceed to the Closing. This provision does not, however, limit or invalidate any express representations Seller has made in this Contract.

5. Reimbursement. If Seller defaults and Purchaser does not elect to enforce specific performance of this Contract, then Seller shall reimburse Purchaser for Purchaser's actual, out-of-pocket expenses paid by Purchaser to independent third parties in connection with this Contract including, but not limited to, reasonable fees and expenses for engineering assessments, environmental assessments, architectural plans, surveys and legal work (but excluding any indirect, punitive or consequential damages, such as a claim for lost profits) in an amount not to exceed \$ _____.

6. Restoration. If the transaction described in this Contract does not close through no fault of Seller, and the condition of the Property was altered due to inspections, studies, tests or examinations performed by Purchaser or on Purchaser's behalf, then Purchaser must restore the Property to its original condition at Purchaser's expense.

SELLER'S INITIALS _____ PURCHASER'S INITIALS _____



1416 J Avenue, Plano, Texas 75074

Phone 972-985-0500 / Fax 972-985-1674 / Email: fairway_group@att.net

Texas law requires all real estate licensees to give the following information about brokerage services to prospective sellers, landlords, buyers or tenants.

INFORMATION ABOUT BROKERAGE SERVICES

What to Know Before Working with a Real Estate Broker

Before working with a real estate broker, you should know that the duties of a broker depend on whom the broker represents. If you are a prospective seller or landlord (owner) or a prospective buyer or tenant (buyer), you should know that the broker who lists the property for sale or lease is the owner's agent. A broker who acts as a subagent represents the owner in cooperation with the listing broker. A broker who acts as a buyer's agent represents the buyer. A broker may act as an intermediary between the parties if the parties consent in writing. A broker can assist you in locating a property, preparing a contract or lease, or obtaining financing without representing you. A broker is obligated by law to treat you honestly.

If the Broker represents the Owner:

The broker becomes the owner's agent by entering into an agreement with the owner, usually through a written listing agreement, or by agreeing to act as a subagent by accepting an offer of subagency from listing broker. A subagent may work in a different real estate office. A listing broker or subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first. The buyer should not tell the owner's agent anything the buyer would not want the owner to know because an owner's agent must disclose to the owner any material information known to the agent.

If the Broker represents the Buyer:

The broker becomes the buyer's agent by entering into an agreement to represent the buyer, usually through a written buyer representation agreement. A buyer's agent can assist the owner but does not represent the owner and must place the interests of the buyer first. The owner should not tell a buyer's agent anything the owner would not want the buyer to know because a buyer's agent must disclose to the buyer any material information known to the agent.

If the Broker acts as an Intermediary:

A broker may act as an intermediary between the parties if the broker complies with The Texas Real Estate License Act. The broker must obtain the written consent of each party to the transaction to act as an intermediary. The written consent must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. The broker is required to treat each party honestly and fairly and to comply with The Texas Real Estate License Act. A broker who acts as an intermediary in a transaction:

(1) shall treat all parties honestly;

(2) may not disclose that the owner will accept a price less than the asking price unless authorized in writing to do so by the owner;

(3) may not disclose that the buyer will pay a price greater than the price submitted in a written offer unless authorized in writing to do so by the buyer; and

(4) may not disclose any confidential information or any information that a party specifically instructs the broker in writing to disclose unless authorized in writing to disclose the information or required to do so by The Texas Real Estate License Act or a court order or if the information materially relates to the condition of the property.

With the parties consent, a broker acting as an intermediary between the parties may appoint a person who is licensed under The Texas Real Estate License Act and associated with the broker to communicate with and carry out instructions of one party and another person who is licensed under that Act and associated with the broker to communicate with and carry out instructions of the other party.

If you choose to have a broker represent you, you should enter into a written agreement with the broker that clearly establishes the broker's obligations and your obligations. The agreement should state how and by whom the broker will be paid. You have the right to choose the type of representation, if any, you wish to receive. Your payment of a fee to a broker does not necessarily establish that the broker represents you. If you have any questions regarding the duties and responsibilities of the broker, you should resolve those questions before proceeding.

Real Estate Licensee asks that you acknowledge receipt of this information about brokerage services for the licensee's records.

Seller, Landlord, Buyer or Tenant

Date: _____

Texas Real Estate Brokers and Salesmen are licensed and regulated by the Texas Real Estate Commission (TREC). If you have a question or complaint regarding a real estate licensee, you should contact TREC at PO Box 12188, Austin, Texas 78711-2188 or call 512-936-3000 or www.trec.texas.gov

NORTH TEXAS COMMERCIAL ASSOCIATION OF REALTORS®

ADDENDUM G TO COMMERCIAL CONTRACT OF SALE

ADDITIONAL PROVISIONS

Property address or description: 1400 J Avenue, Plano, Texas 75074

OPTION PERIOD -- Purchaser shall have an Option Period of 180 days effective upon the date of authorization by Resolution of the Plano City Council, however, no later than October 15, 2013. The Option Period shall consist of two time periods; the initial ninety days (day 1 – day 90) of the Option Period shall be designated as the Inspection Period pursuant to Paragraph 1 of Addendum "C" herein. The last ninety days (day 91 – day 180) of the Option Period shall be designated as the Feasibility Period. Upon the expiration of the Inspection Period described above, the Earnest Money Deposit, outlined in Paragraph 4C of the Contract of Sale, shall become non-refundable and forfeitable to the Seller, if for any reason other than for Seller's default, Purchaser or its Assignee fails to close this Contract of Sale.

SELLER:

PURCHASER:

FIRST CMC PROPERTIES, LLC

CITY OF PLANO AND/OR ASSIGNS

By: (Signature)
Name:
Title: Partner

By: (Signature)
Name:
Title:

By: (Signature)
Name:
Title:

By: (Signature)
Name:
Title:



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | | |
|---|---------------------------------|----------------------------------|--|-------------------------|----------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 09/23/2013 | | | |
| Department: | | Human Resources | | | |
| Department Head | | Jim Parrish | | | |
| Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247 | | | | | |
| CAPTION | | | | | |
| <p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement by and between The University of Texas at Dallas and the City of Plano providing terms and conditions for educational services; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p> | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2013/14 thru 2016-17 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 40,000 | 40,000 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 0 | -40,000 | -40,000 |
| BALANCE | | 0 | 0 | 0 | 0 |
| FUND(S): GENERAL FUND | | | | | |
| <p>COMMENTS: Funding for this Agreement will come from the FY 2013-14 Human Resources Budget. Expenditures will be made in the Human Resources Department based on need within the approved budget appropriations for each year of the contract.</p> <p>STRATEGIC PLAN GOAL: Interlocal agreements for Professional Development classes relate to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p> | | | | | |
| SUMMARY OF ITEM | | | | | |
| <p>Interlocal Agreement by and between the University of Texas at Dallas and the City of Plano offering training program sessions in Leadership, Management, Public Affairs and Government as identified in Exhibit A. The initial term of this agreement shall be from October 1, 2013 and end on September 30, 2014 with the City option to renew for an additional three (3) twelve (12) month periods by giving written notice to the University of Texas at Dallas of Plano's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term. (City of Plano Tracking #2013-252-1)</p> | | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | | |
| Resolution and Interlocal Agreement | | | | | |

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

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 23rd day of September, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE UNIVERSITY OF TEXAS AT DALLAS
2013-252-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and **THE UNIVERSITY OF TEXAS AT DALLAS**, hereinafter referred to as "University", as follows:

WITNESSETH:

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

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

WHEREAS, Plano desires to offer its employees courses in Language and Business Productivity, in the areas of Leadership, Management, Public Affairs and Government as listed on Exhibit "A".

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

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

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

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

**I.
TERM**

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

**II.
THE PROGRAM**

The parties agree that University shall offer Training Program Sessions in Leadership, Management, Public Affairs and Government as identified in **Exhibit "A"** attached hereto and incorporated herein by reference. The parties understand and agree that any deviations or

modifications in the terms of the Agreement may be authorized from time to time, but said authorization must be made in writing.

III. ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES

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

IV. CONSIDERATION / FEES

A. The parties agree that City will compensate University for services provided pursuant to this Contract provided during the term of this Contract pursuant to the fee schedule provided in **Exhibit "A"** attached hereto and incorporated herein by reference. The annual amount is estimated to be **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)**.

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

V. TERMINATION

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

VI. RELEASE AND HOLD HARMLESS

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

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

**VII.
NOTICE**

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

**The University of Texas at Dallas
Representative:**

Dr. Sheryl Skaggs
Program Head-Public Affairs and Sociology
800 West Campbell Road WT 17
Richardson, Texas 75080
T 972-883-4926

City of Plano Representative:

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

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

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

**IX.
SEVERABILITY**

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

**X.
VENUE**

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

**XI.
INTERPRETATION OF AGREEMENT**

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

**XII.
REMEDIES**

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

**XIII.
SUCCESSORS AND ASSIGNS**

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

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

THE UNIVERSITY OF TEXAS AT DALLAS

Date: _____

By: _____
Calvin Jamison
Vice President of Administration

Date: _____

By: _____
Hobson Wildenthal
Executive Vice President and
Provost

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Diane Palmer-Boeck
Purchasing Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **CALVIN JAMISON**, Vice President of Administration on behalf of **THE UNIVERSITY OF TEXAS AT DALLAS**.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **HOBSON WILDENTHAL**, Executive Vice President and Provost on behalf of **THE UNIVERSITY OF TEXAS AT DALLAS**.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

Notary Public, State of Texas

EXHIBIT "A"

Training Program Sessions: Leadership
Management
Public Affairs
Government

Scheduled Course Dates: To be determined by **PLANO** and **University**.

Instructor: UTD Faculty

Hours: Three six hour sessions at times to be determined

Fees: \$1600 per six hour session

Materials/Supplies Materials will be supplied by the **University**

The city can duplicate instructional materials for the classes.

AV: Needs will vary and will be determined before each class

Location/Facilities: The city will provide training facilities and equipment



**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | | | | |
|---|--|----------------------------------|--|-------------------------|----------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 09/23/2013 | | | |
| Department: | | Human Resources | | | |
| Department Head | | Jim Parrish | | | |
| Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247 | | | | | |
| CAPTION | | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2013/14, 2014/15, 2015/16 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 0 | -18,000 | -18,000 |
| BALANCE | | 0 | 0 | -18,000 | -18,000 |
| FUND(S): GENERAL FUND | | | | | |
| COMMENTS: The City of Murphy will reimburse the City of Plano for providing training classes to the City of Murphy employees through the City of Plano Professional Development Center. STRATEGIC PLAN GOAL: Interlocal agreements for Professional Development classes relate to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit. | | | | | |
| SUMMARY OF ITEM | | | | | |
| Interlocal Agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center. The agreement shall commence on October 1, 2013 and end on September 30, 2014. Murphy shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Plano. (City of Plano Tracking #2013-268-I) | | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | | |
| Resolution and Interlocal Agreement | | | | | |

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal cooperation agreement by and between the City of Plano, Texas and the City of Murphy, Texas to allow the employees of the City of Murphy to take classes offered by City of Plano Professional Development Center; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

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

WHEREAS, the City Council has been presented with a proposed Interlocal Cooperation Agreement by and between the City of Plano and the City of Murphy for educational services, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 23rd day of September, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE CITY OF PLANO, TEXAS AND THE CITY OF MURPHY, TEXAS
FOR CITY OF MURPHY EMPLOYEES TO PARTICIPATE IN PLANO PROGRAM
2013-268-I**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "Plano", and the **CITY OF MURPHY, TEXAS**, a Home-Rule Municipal Corporation hereinafter referred to as "Murphy", as follows:

WITNESSETH:

WHEREAS, Plano and Murphy are political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

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

WHEREAS, City of Plano Professional Development Center offers Business Productivity education courses ("Program") and desires to offer the Program to Murphy employees; and

WHEREAS, Murphy desires to offer its employees the opportunity to attend the Program taught by the City of Plano. The classes in the Program are as shown on the City of Plano Scope of Services, attached hereto and marked **Exhibit "A"**; and

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

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

**I.
TERM**

This Agreement shall commence on October 1, 2013 and end on September 30, 2014. Murphy shall have the right and option to extend the term hereof by two (2) additional twelve (12) month periods by giving written notice to Plano.

**II.
THE PROGRAM**

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

**III.
ROLES AND GENERAL RESPONSIBILITIES OF THE PARTIES**

1. Murphy shall designate a program liaison who will manage program details and work with the Plano's program manager in content and logistics planning. Murphy shall provide Plano with required student-employee information for the purpose of registration and documentation. Murphy shall also provide appropriate training facilities and all reasonably necessary equipment, including AV equipment, for any session that is presented within the boundaries of the City of Murphy.
2. Plano shall provide curriculum design, program delivery, assembly of program materials, development of materials for participants, and a program manager to work with Murphy.

**IV.
CONSIDERATION / FEES**

- A. Murphy shall pay Plano according to the terms set out in **Exhibit "A"** attached hereto and made a part hereof. Payment shall be made within 30 days of receipt of invoice for services provided. Murphy will pay for the fees and/or expenses incurred pursuant to this Agreement from its current available revenues. Any renewal will be subject to Murphy having the revenues available for that contract term.
- B. Plano recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions.

**V.
TERMINATION**

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

**VI.
RELEASE AND HOLD HARMLESS**

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

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

**VII.
NOTICE**

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

City of Murphy Representative:

Stacy Buckley
Human Resources Manager
City of Murphy
206 N Murphy Road
Murphy, Texas 75094
T 972-468-4018

City of Plano Representative:

Daryll McCarthy
Human Resources Training Manager
City of Plano
1520 Avenue K
Plano, Texas 75074
T 972-941-5216

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

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

**IX.
SEVERABILITY**

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

**X.
VENUE**

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

**XI.
INTERPRETATION OF AGREEMENT**

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

**XII.
REMEDIES**

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

**XIII.
SUCCESSORS AND ASSIGNS**

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

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

CITY OF MURPHY, TEXAS

Date: _____

By: _____
Name: James Fisher
Title: CITY MANAGER

APPROVED AS TO FORM:

Andy Messer, CITY ATTORNEY

CITY OF PLANO, TEXAS

Date: _____

By: _____
Diane Palmer-Boeck
PURCHASING MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **JAMES FISHER**, City Manager, of **CITY OF MURPHY, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **DIANE PALMER-BOECK**, Purchasing Manager, of **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

Exhibit A

Scope of Services

Training classes to be available to the City of Murphy employees include:

| |
|--------------------------|
| Leadership |
| Management |
| Customer Service |
| Diversity |
| Desktop Computing |
| Professional Development |

Class pricing per employee will be as follows:

| |
|---------------------------|
| Half day class = \$65.00 |
| Full day class = \$110.00 |
| 2 hour class = \$35.00 |
| |

Special Courses:

Conflict Mediation 40 hour certification course. \$300.00 plus manual cost of \$35.00.

Six month Leadership for the 21st Century = \$1,650.00

7 Habits = \$285.00 plus manual cost of \$125.00

Cancellation Policy:

Class enrollment may be cancelled without billing, by providing 3 business days notification prior to the start of the class. No shows will be billed.



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------------------------|-------------------------|--|----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 09/23/2013 | | |
| Department: | | Police | | |
| Department Head | | Gregory W. Rushin | | |
| Agenda Coordinator (include phone #): Pam Haines, ext 2538 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 115,316 | 115,316 |
| BALANCE | 0 | 0 | 115,316 | 115,316 |
| FUND(S): GENERAL FUND | | | | |
| COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$115,316 for the funding of one (1) Police Officer assigned to the School Resource Program from October 1, 2013 through September 30, 2014. STRATEGIC PLAN GOAL: The reimbursement of Plano Police School Resource Officers in FISD schools located within Plano city limits relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit. | | | | |
| SUMMARY OF ITEM | | | | |
| This Agreement is for the period of October 1, 2013 through September 30, 2014. It is an ongoing agreement in which for the fiscal year 2013-2014, FISD is contributing 100% of the funding for one (1) Plano Police Officer assigned to the School Resource Officer Program. | | | | |
| List of Supporting Documents: Memo, Resolution and Exhibit "A" | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: September 11, 2013
TO: LaShon Ross, Deputy City Manager
FROM: Gregory W. Rushin, Chief of Police *grush*
SUBJECT: Renewal of Frisco Independent School District School Resource Officer Contract

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

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

The Frisco Independent School District pays the entire cost of the SRO at Fowler Middle School, since we do not provide SRO's for Plano Middle Schools.

I recommend that we renew the contract with Frisco Independent School District for the 2013-2014 school year.

If these positions are not funded for the upcoming school year, there will be no School Resource Officer present on the Frisco Independent School District campuses to support the students and staff members.

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

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

WHEREAS, 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 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 23rd day of September, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2013 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

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

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

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

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

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Resource Officer Program in the 2013-2014 fiscal year, to be assigned to duties described in the 2013-2014 Memo of Understanding, Administrative Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2013 and ending the 30th day of September 2014.

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

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$9,610.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 100% of one (1) certified police officer provided by the CITY.

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

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

IV.

INDEPENDENT CONTRACTOR

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

V.

INSURANCE

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

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2013-2014 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

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

VIII.

ASSIGNMENT OF AGREEMENT

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

IX.

WAIVER

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

X.

PLACE OF PERFORMANCE: VENUE

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

XI.

NOTICES

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

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

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

XII.

SEVERABILITY PROVISIONS

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

XIII.

MUTUAL HOLD HARMLESS

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

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

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

XIV.

ENTIRE AGREEMENT OF PARTIES

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

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

Approved as to Form:

City of Plano

By:

Diane Wetherbee, City Attorney

Bruce D. Glasscock, City Manager

Approved as to Form:

Frisco Independent School District

By:

Richard Wilkinson
Title
Deputy Superintendent for Business Services
Frisco Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2013 by **Bruce D. Glasscock, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2013 by Richard Wilkinson, **Deputy Superintendent for Business Services of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Frisco Independent School District
School Year 2013-2014

The following administrative guidelines are adopted for the School Resource Officer program during school year 2013-2014:

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

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School Year 2013-2014

- b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
 - c. Attendance at other events when such attendance has not been requested by FISD staff pursuant to 6(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
 9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
 10. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
 11. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request that the SRO supervisor or other department supervisor responded to the scene if a question arises as to the appropriateness of an officer's course of action.
 12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
 13. Once per semester, the SROs, SRO supervisor, and FISD Security/Staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
 14. A copy of the monthly SRO activity report will be forwarded to FISD Security/Staff each month that regular or summer school is in session.

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

The officer's actions and options are governed by law and police department policy.

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School Year 2013-2014

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

Date

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

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: September 13, 2013
REVIEW SCHEDULE: Annual

REVISION DATE: September 13, 2013

I. PURPOSE

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

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

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

b. Prevention

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

c. Rapport

- (1) SROs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
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- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
- (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.

2. Secondary

- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School principals will be notified when the SRO is away from campus during school hours.
 - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
- b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
- c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
- d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
- e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
- f. Be the campus advisor for the Crime Stoppers Program.
- g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
- h. When possible, divert juveniles from the criminal justice system to other social service agencies.
- i. Coordinate joint Department/school activities.
- j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
- k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
- l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
- m. Resolve specific problems or misunderstandings concerning the criminal justice system.
- n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
- o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.
- p. Provide information to those needing help in areas not related to criminal justice.

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

EFFECTIVE DATE: December 15, 1991
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- q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SRO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SRO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SROs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service**
- 1. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SRO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SRO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SROs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command**
- While reasonable attempts will be made to create a strong partnership with the school districts, SROs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
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E. SRO Transfers

1. On occasion, the necessity may arise for an SRO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SRO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SRO and the SRO's supervisors.
6. The SRO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SRO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SRO assignments will be based on unit seniority.

MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Frisco Independent School District
School Year 2013-2014

The following operational guidelines are adopted for school/police operations during school year 2013-2014. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident at a FISD campus.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a written statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

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School Year 2013-2014

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus unless a police supervisor specifically authorizes a different course of action.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

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10. Incident – Bomb threats.

Guideline –Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Frisco ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Resource Officer is at another campus.

Guideline – The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – FISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guideline – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a FISD campus.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

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Operational Guidelines
School Year 2013-2014

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

Date

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: September 13, 2013

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
 - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Resource Officer (SRO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SRO be responsible for the notification required above.
- B. Except as noted in Section F below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
 - 1. This directive is not intended to inhibit School Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

**ADMINISTRATIVE DIRECTIVE – 112.029
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EFFECTIVE DATE: March 1, 2000
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of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.

2. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Frisco Independent School District
School Year 2013 - 2014

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the school year 2013 - 2014.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Richard Wilkinson
Deputy Superintendent for Business Services
Frisco Independent School District

Date



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------------------------|-------------------------|--|----------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 09/23/2013 | | |
| Department: | | Police | | |
| Department Head | | Gregory W. Rushin | | |
| Agenda Coordinator (include phone #): Pam Haines, ext 2538 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 589,317 | 589,317 |
| BALANCE | 0 | 0 | 589,317 | 589,317 |
| FUND(S): GENERAL FUND | | | | |
| COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$589,317 for 50% of the funding for (9) Police Officers and one (1) Sergeant assigned to the School Resource Program at various PISD schools from October 1, 2013 through September 30, 2014. STRATEGIC PLAN GOAL: The reimbursement of Plano Police School Resource Officers in PISD schools relates to the City's Goals of Financially Strong City with Service Excellence and Partnering for Community Benefit. | | | | |
| SUMMARY OF ITEM | | | | |
| This Agreement is for the period October 1, 2013 through September 30, 2014. It is an ongoing agreement in which for the fiscal year 2013-2014, PISD is contributing 50% of the funding for nine (9) Plano Police Officers and one (1) Sergeant assigned to the School Resource Officer Program. | | | | |
| List of Supporting Documents: Memo, Resolution and Exhibit "A" | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |



P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: September 11, 2013
TO: LaShon Ross, Deputy City Manager
FROM: Gregory W. Rushin, Chief of Police *GR*
SUBJECT: Renewal of Plano Independent School District School Resource Officer Contract

Since 1983, the Plano Police Department and Plano Independent School District have engaged in a partnership to provide police presence in the schools. School Resource Officers (SRO's) interact with students, teachers and administrators on a daily basis. They build relationships and rapport with the students to influence the students in a positive manner. The SRO is the first line of defense in major incidents that occur at the school, and they handle all issues that occur at the school.

School Resource Officers are assigned to the three Senior High Schools, five High Schools and one Special Programs facility. The cost of these nine officers is shared equally between the City of Plano and the Plano Independent School District.

I recommend that we renew the attached contracts with Plano Independent School District for the 2013 -2014 school year.

If these positions are not funded for the upcoming school year, there will be no School Resource Officers present on the Plano Independent School District campuses to support the students and staff members.

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

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Plano Independent School District, 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 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 23rd day of September, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2013, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

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

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

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

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

I.

SCOPE OF AGREEMENT

CITY shall provide ten (10) employees who are certified police officers for the School Resource Officer Program in the 2013-2014 fiscal year, to be assigned to duties described in the 2013-2014 Memorandum of Understanding, Administrative Guidelines and Operational Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "2".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2013, and ending the 30th day of September 2014.

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

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$49,110.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a resource officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If a resource officer is absent more than fifteen (15) consecutive school days, the resource officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign one or more resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than fifteen (15) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

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

V.

INSURANCE

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

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2013-2014 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

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

VIII.

ASSIGNMENT OF AGREEMENT

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

IX.

WAIVER

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

X.

PLACE OF PERFORMANCE: VENUE

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

XI.

NOTICES

Notices to PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

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

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

XII.

SEVERABILITY PROVISIONS

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

XIII.

MUTUAL HOLD HARMLESS

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

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

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIV.

ENTIRE AGREEMENT OF PARTIES

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

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

Approved as to Form:

City of Plano

By:

Diane Wetherbee, City Attorney

Bruce D. Glasscock, City Manager

Approved as to Form:

Plano Independent School District

By:

Attorney for PISD

Cathy Galloway

Title:

Associate Superintendent/PISD

ACKNOWLEDGMENT

**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 corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2013 by Cathy Galloway, **Associate Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Plano Independent School District
School Year 2013-2014

The following administrative guidelines are adopted for the School Resource Officer program during school year 2013-2014:

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

Page 2
Administrative Guidelines
School Year 2013-2014

- b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
 - c. Attendance at other events when such attendance has not been requested by PISD staff pursuant to 7(a), above and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
8. At the end of the school year, the principal of each school having a resource officer assigned will be asked to comment on the effectiveness of the officer in a meeting held by the Department. (form attached)
 9. All comments, criticisms, suggestions, and recommendations for SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
 10. The Department shall have the final authority in all criminal matters in which SROs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
 11. School administrators understand that once the police arrive at the scene of an incident, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request the SRO supervisor or other department supervisor respond to the scene if a question arises as to the appropriateness of an officer's course of action.
 12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
 13. Once per semester, the SROs, SRO Supervisor, and PISD security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
 14. A copy of the monthly SRO activity report will be forwarded to PISD security each month that regular or summer school is in session.

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

The officer's actions and options are governed by the laws of the State of Texas and police department policy.

Page 3
Administrative Guidelines
School Year 2013-2014

Gregory W. Rushin
Chief, Plano Police Department

Date

Cathy Galloway
Associate Superintendent - District Services
Plano Independent School District

Date

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

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: September 13, 2013
REVIEW SCHEDULE: Annual

REVISION DATE: September 13, 2013

I. PURPOSE

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

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

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

b. Prevention

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

c. Rapport

- (1) SROs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

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

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: September 13, 2013
REVIEW SCHEDULE: Annual

REVISION DATE: September 13, 2013

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
- (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.

2. Secondary

- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School principals will be notified when the SRO is away from campus during school hours.
 - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
- b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
- c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
- d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
- e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
- f. Be the campus advisor for the Crime Stoppers Program.
- g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
- h. When possible, divert juveniles from the criminal justice system to other social service agencies.
- i. Coordinate joint Department/school activities.
- j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
- k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
- l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
- m. Resolve specific problems or misunderstandings concerning the criminal justice system.
- n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
- o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.
- p. Provide information to those needing help in areas not related to criminal justice.

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

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: September 13, 2013
REVIEW SCHEDULE: Annual

REVISION DATE: September 13, 2013

- q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SRO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SRO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SROs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service**
- 1. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SRO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SRO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SROs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command**
- While reasonable attempts will be made to create a strong partnership with the school districts, SROs are under the direct supervision of the Police department and not the school districts. A memorandum of understanding will govern the program and will be renewed annually.

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

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: September 13, 2013
REVIEW SCHEDULE: Annual

REVISION DATE: September 13, 2013

E. SRO Transfers

1. On occasion, the necessity may arise for an SRO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SRO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SRO and the SRO's supervisors.
6. The SRO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SRO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SRO assignments will be based on unit seniority.

MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Plano Independent School District
School Year 2013-2014

The following operational guidelines are adopted for operations by and between the Plano Police Department and the Plano Independent School District (“Plano ISD” or “School”) during school year 2013-2014. In all situations, Plano ISD authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident on a PISD campus.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a witness statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A School administrator who believes that a person on School property or at a School-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from School property or the School-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials in accordance with the Plano ISD *Student Code of Conduct*.

A School administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the School administrator according to Plano ISD the *Student Code of Conduct*.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on School property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the Plano ISD *Student Code of Conduct*.

Page 2
Operational Guidelines
School Year 2013-2014

3. Incident – Persons found in possession of any controlled substance on School property.

Guideline – The School administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on School property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The School administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on School property.

Guideline – The School administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on School property.

Guideline – The School administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The School administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus unless a police supervisor specifically authorizes a different course of action.

Citations will not be issued for an assault on School personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The School administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer

shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline –Officers responding to the report of a bomb threat on School property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the Plano ISD facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program using District-owned narcotics detection canines and District handlers. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures, and these operational guidelines.

12. Incident – Incident occurs and School Resource Officer is at another campus.

Guidelines - The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO could respond if appropriate. The School administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

13. Incident – PISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guidelines – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a PISD campus.

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on Plano ISD campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not addressed herein. Further, any decision by the Plano Police Department not to arrest or issue a citation is not determinative of any action taken by the Plano ISD under its *Student Code of Conduct*.

Page 4
Operational Guidelines
School Year 2013-2014

Gregory W. Rushin
Chief, Plano Police Department

Date

Cathy Galloway
Associate Superintendent – District Services
Plano Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: September 13, 2013

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
 - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Resource Officer (SRO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SRO be responsible for the notification required above.
- B. Except as noted in Section F below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
 - 1. This directive is not intended to inhibit School Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: September 13, 2013

of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.

2. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SROs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Plano Independent School District
School Year 2013 - 2014

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the school year 2013 - 2014.

1. School Resource Officers (SROs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
4. All requests for information that pertain to Crime Stopper tips or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing Crime Stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Cathy Galloway
Associate Superintendent - District Services
Plano Independent School District

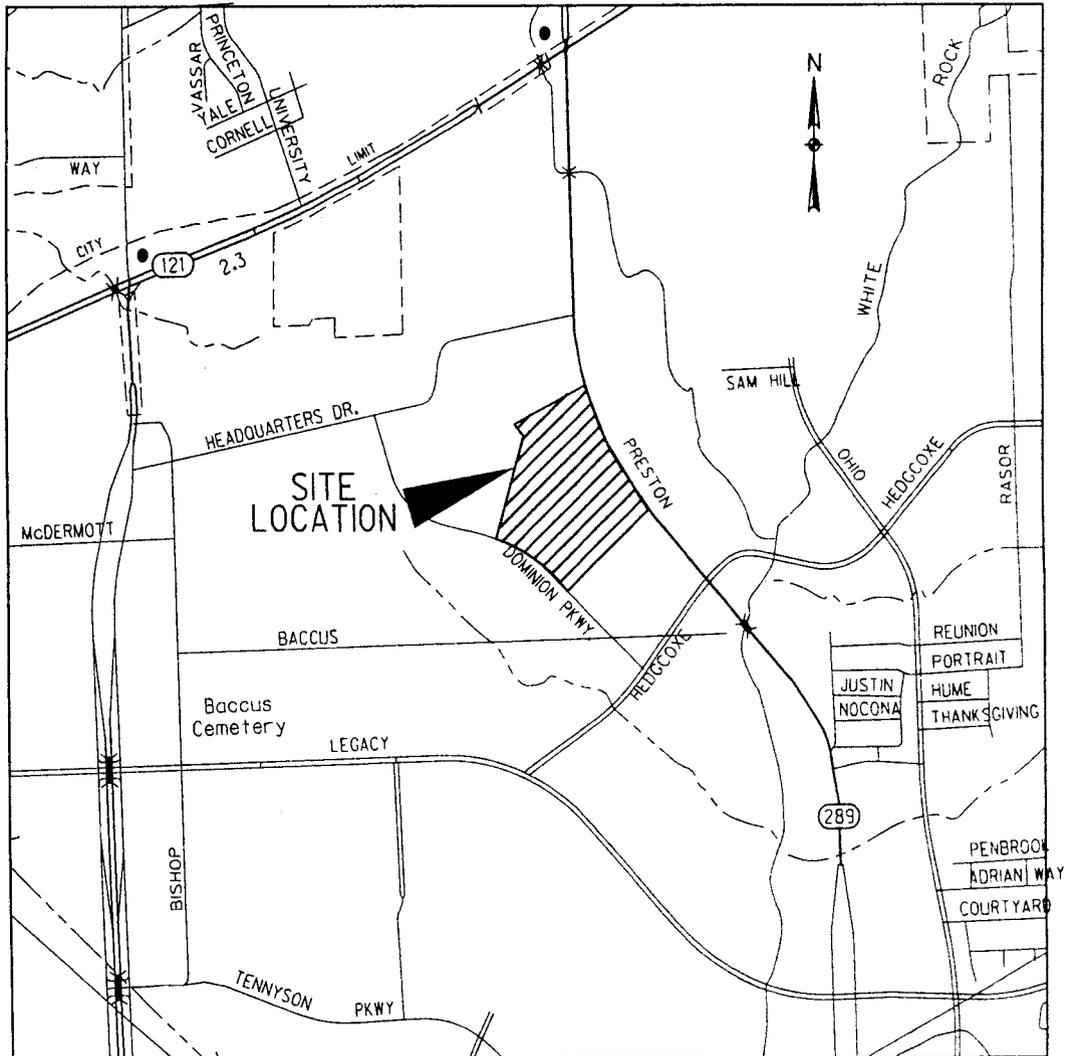
Date



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|------------------------------------|--|-------------------------|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | 09/23/13 | | | |
| Department: | Engineering | | | |
| Department Head | Gerald Cosgrove | | | |
| Project | Capital One Addition, Proj #5773-6 | | | |
| Agenda Coordinator (include phone #): Kathleen Schonne X-7198 | | | | |
| CAPTION | | | | |
| <p>An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 20-foot Drainage Easement within Capital One Addition, Lot 3R, Block 1, recorded in Volume 2012, Page 164, Official Public Records of Collin County, Texas and being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Capital One National Bank, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2012-13 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(s): GENERAL FUND | | | | |
| COMMENTS: COMMENTS: This item has no financial impact. | | | | |
| STRATEGIC PLAN GOAL: Abandoning all right, title and interest of the City to this easement relates to the City's Goal of Financially Strong City with Service Excellence. | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The easement is overlapping the location for a proposed monument sign. The proposed monument sign will provide an entry feature to the corporate offices. Since the drainage improvements located in the easement collect only onsite drainage, staff supports the abandonment of the easement. The property owner will be responsible for maintenance of the drainage improvements.</p> | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Location Map Ordinance Petition for Abandonment | | N/A | | |

LOCATION MAP
CAPITAL ONE ADDITION



An Ordinance of the City of Plano, Texas, abandoning all right, title and interest of the City, in and to a portion of that certain 20-foot Drainage Easement within Capital One Addition, Lot 3R, Block 1, recorded in Volume 2012, Page 164, Official Public Records of Collin County, Texas and being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easement to the abutting property owner, Capital One National Bank, to the extent of its interest; authorizing the City Manager or his authorized designee to execute any documents deemed necessary; and providing an effective date.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain 20-foot Drainage Easement within Capital One Addition, Lot 3R, Block 1, recorded in Volume 2012, Page 164, Official Public Records of Collin County, Texas (hereinafter called "Easement") being situated in the Samuel Brown Survey, Abstract No. 108, which is located within the city limits of Plano, Collin County, Texas, and which is more particularly described in Exhibit "A-1" attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" and made a part hereof by reference; and

WHEREAS, the Engineering Department has determined that there will be no detrimental effect on the City if the Easement is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Easement should be abandoned;

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to the Easement is hereby abandoned, and all right, title and interest of the City in and to the Easement is hereby quitclaimed to the abutting Property Owner in accordance with its respective interest. A certified copy of this Ordinance may be recorded in the Collin County Land Records to reflect this abandonment and quitclaim. The City Manager or his authorized designee is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Easement by the City of Plano.

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Easement. Any such utility shall have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Easement.

Section III. The City Council hereby finds and determines that the abandonment of the Easement is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

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

DULY PASSED AND APPROVED this the 23rd day of September, 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "B"

PETITION FOR ABANDONMENT

[For Easement Abandonment]

We, the undersigned, (hereinafter "Owners"), being all of the owners of real property abutting A Storm Drainage Easement (hereinafter called "Easement"), more particularly described by metes and bounds in the field note description attached hereto and incorporated herein as **Exhibit "A-1"** do hereby request that the City of Plano, Texas (called "City") abandon the Easement.

1. The Owners are requesting the abandonment of the Easement for the following reasons:
THE EASEMENT IS OVERLAPPING THE LOCATION FOR A PROPOSED MONUMENT SIGN.
2. The following public interest will be served as a result of the abandonment:
THE PROPOSED MONUMENT SIGN WILL PROVIDE AN ENTRY FEATURE TO THE CORPORATE OFFICES WHICH WILL BE MORE AESTHETICALLY PLEASING.
3. Unless the City determines that this abandonment is exempt from payment of fair market value, the Owners agree to pay to the City the fair market value of the Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the cost of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the Plano City Council decide not to abandon the Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
4. ~~If the Owners are providing a replacement easement for the Easement requested to be abandoned herein, Owners will attach a metes and bounds description or plat identifying the replacement easement and attach same to this Petition as Exhibit "B-1".~~
5. The Owners hereby represent and affirm to the City that no other property owner, lessee, tenant or easement or license holder uses the Easement to access or to serve their property.
6. **The Owners further agree to release, defend, indemnify and hold the City, its officers, agents and employees harmless from and against any and all claims, losses, demands, suits, judgments and costs, including reasonable and necessary attorney's fees and expenses, arising out of, related to or resulting from the abandonment of the Easement by City.**

7. The Owners understand and agree that the abandonment is in the sole discretion of the Plano City Council. The Owners also understand and agree that the Easement will be abandoned to them in proportion to their abutting ownership. The abutting ownership will be determined by the number of linear feet of frontage adjacent to the Easement owned by each property owner. Based on the foregoing, the Owners hereby represent and affirm that they have searched the public land records and determined that the abutting ownership is in the following proportions:

100%

8. ~~Owners shall also prepare a map or drawing showing the Easement to be abandoned along with a designation of all abutting property owners. This map or drawing shall be attached hereto and incorporated herein as Exhibit "C-1".~~
9. ~~Owners shall also prepare a separate field note description for each portion of the Easement to be released to each abutting property owner. This description shall be attached hereto and incorporated herein as Exhibit "D-1".~~

[Remainder of page blank]

10. The undersigned officers and/or agents of the Owners hereby represent and affirm that they have the necessary authority to execute this Petition for Abandonment on behalf of the Owners.

Capital One National Bank

Typed Name of Owner

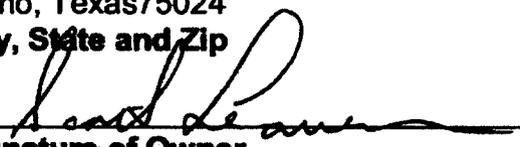
7933PrestonRoad

Address

Plano, Texas75024

City, State and Zip

Dated: 8/29/13



Signature of Owner

Contact Person for Property Owners:

Name: Scott Leavers

Phone No: 214-471-8488

FOR DEPARTMENTAL USE ONLY

The Easement to be abandoned is to one or more abutting property owners and is exempt from the requirement that fair market value be paid for the following reason(s):

- The Easement consists of narrow strips of land, or land that because of its shape, lack of access to public roads, or small area cannot be used independently under its current zoning or under applicable subdivision or other development code ordinances;
- The Easement consists of streets or alleys, owned in fee or used by easement;
- The Easement consists of land or a real property interest originally acquired for streets, rights-of-way, or easements that the City of Plano has decided to exchange with Owner for other land to be dedicated and used for streets, rights of way, easements, or other public purposes, including transactions partly for cash;
- The Easement contains land that the City wants to have developed by an independent foundation;
- The Easement is located within a reinvestment zone designated by law that the City desires to have developed under a project plan adopted by the municipality for the zone.



Engineering Department
City of Plano, Texas

DRAINAGE EASEMENT ABANDONMENT
IN CAPITAL ONE ADDITION LOT 3R, BLOCK 1
CITY OF PLANO, COLLIN COUNTY, TEXAS

BEING a tract of land situated in the Samuel Brown Survey, Abstract Number 108, City of Plano, Collin County, Texas, and being portions of existing drainage easements within Capital One Addition Lot 3R, Block 1, an addition to the City of Plano recorded in Volume 2012, Page 164, Official Public Records Collin County, Texas (O.P.R.C.C.T.), said tract also being part of that tract of land described in Special Warranty Deed to Capital One National Association, as recorded in Instrument No. 20070522000691320, O.P.R.C.C.T., and being more particularly described as follows:

COMMENCING at a found "X" cut in concrete for the most southerly southeast corner of Lot 3R and the most southerly southwest corner of Lot 2 of Capital One Addition Lot 2, Block 1, an addition to the City of Plano recorded in Vol. 2008, Pg. 224, O.P.R.C.C.T. and in the north right-of-way line of Dominion Parkway (a 92 foot wide right-of-way), and being the beginning of a non-tangent circular curve to the left having a radius of 1,446.00 feet, whose chord bears North 54 degrees 49 minutes 50 seconds West, a distance of 121.14 feet;

THENCE Northwesterly along the south line of Lot 3R and the said north right-of-way line of Dominion Parkway and along said curve, through a central angle of 04 degrees 48 minutes 05 seconds, an arc distance of 121.17 feet to the POINT OF BEGINNING of the herein described tract, said point being the southeast corner of an existing 15 foot wide drainage easement, and being the beginning of a non-tangent circular curve to the left having a radius of 1,446.00 feet, whose chord bears North 57 degrees 34 minutes 13 seconds West, a distance of 17.12 feet;

THENCE Northwesterly, continuing along the south line of Lot 3R and the said north right-of-way line of Dominion Parkway and along said curve, through a central angle of 00 degrees 40 minutes 42 seconds, an arc distance of 17.12 feet to a point for the southwest corner of said 15 foot drainage easement;

THENCE departing said south line of Lot 3R and north right-of-way line of Dominion Parkway and over and across said Lot 3R the following bearings and distances:

North 03 degrees 38 minutes 07 seconds East, along the west line of said 15 foot drainage easement, a distance of 30.09 feet to the northwest corner of said drainage easement, and being on the south line of an existing 20 foot wide drainage easement;

North 86 degrees 21 minutes 53 seconds West, along said south line, a distance of 2.63 feet to a point for corner;

North 02 degrees 41 minutes 18 seconds East, along the southwesterly line of said 20 foot drainage easement, a distance of 26.58 feet to the point of curvature of a tangent circular curve to the left having a radius of 70.00 feet, whose chord bears North 29 degrees 08 minutes 40 seconds West, a distance of 73.84 feet;

**DRAINAGE EASEMENT ABANDONMENT
IN CAPITAL ONE ADDITION LOT 3R, BLOCK 1
CITY OF PLANO, COLLIN COUNTY, TEXAS**

Northerly, continuing along said southwesterly line and along said curve, through a central angle of 63 degrees 39 minutes 55 seconds, an arc distance of 77.78 feet to the point of tangency;

North 60 degrees 58 minutes 37 seconds West, continuing along said southwesterly line, a distance of 272.54 feet to the point of curvature of a tangent circular curve to the right having a radius of 90.00 feet, whose chord bears North 40 degrees 03 minutes 18 seconds West, a distance of 64.28 feet;

Northwesterly, continuing along said southwesterly line and along said curve, through a central angle of 41 degrees 50 minutes 39 seconds, an arc distance of 65.73 feet to a point for the southwest corner of said 20 foot drainage easement;

North 17 degrees 55 minutes 19 seconds East, along the westerly line of said 20 foot drainage easement a distance of 36.38 feet to the northwest corner of same, said point being the beginning of a non-tangent circular curve to the left having a radius of 108.36 feet, whose chord bears South 31 degrees 00 minutes 41 seconds East, a distance of 77.39 feet;

Southerly, along the northeasterly line of said drainage easement and along said curve, through a central angle of 41 degrees 50 minutes 39 seconds, an arc distance of 79.14 feet to a point for corner;

South 60 degrees 58 minutes 37 seconds East, continuing along said northeasterly line, a distance of 272.54 feet to the point of curvature of a tangent circular curve to the right having a radius of 90.00 feet, whose chord bears South 29 degrees 08 minutes 40 seconds East, a distance of 94.94 feet;

Southeasterly, continuing along said northeasterly line and along said curve, through a central angle of 63 degrees 39 minutes 55 seconds, an arc distance of 100.01 feet to the point of tangency;

South 02 degrees 41 minutes 18 seconds West, a distance of 26.91 feet to a point for the southeast corner of said 20 foot drainage easement;

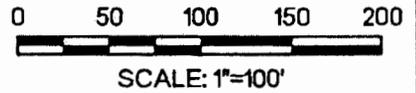
North 86 degrees 21 minutes 53 seconds West, along the southerly line of said drainage easement, a distance of 2.37 feet to a point for the northeast corner of the aforementioned 15 foot drainage easement;

South 03 degrees 38 minutes 07 seconds West, along the east line of said 15 foot drainage easement, a distance of 38.33 feet to the POINT OF BEGINNING AND CONTAINING 9,823 square feet or 0.2255 acres of land, more or less.

Basis of Bearing is the south line of Capital One Addition Lot 3R, Block 1 as recorded in Volume 2012, Page 164, O.P.R.C.C.T. PRELIMINARY; Not to be recorded for any purpose.

CURVE TABLE

| CUV. NO. | DELTA | RADIUS | TANGENT | LENGTH | CHORD LENGTH | CHORD BEARING |
|----------|-----------|-----------|---------|---------|--------------|---------------|
| C1 | 00°40'42" | 1,446.00' | 8.56' | 17.12' | 17.12' | N57°34'13"W |
| C2 | 63°39'55" | 70.00' | 43.46' | 77.78' | 73.84' | N29°08'40"W |
| C3 | 41°50'39" | 90.00' | 34.41' | 65.73' | 64.28' | N40°03'18"W |
| C4 | 41°50'39" | 108.36' | 41.43' | 79.14' | 77.39' | S31°00'41"E |
| C5 | 63°39'55" | 90.00' | 55.87' | 100.01' | 94.94' | S29°08'40"E |



CAPITAL ONE ADDITION
LOT 4, BLOCK 1
VOL. 2012, PG. 42

SAMUEL BROWN SURVEY,
ABSTRACT NO. 108

CAPITAL ONE ADDITION
LOT 3R, BLOCK 1
VOL. 2012, PG. 164

DRAINAGE EASEMENT
ABANDONMENT
9,823 SQ. FT.
OR
0.2255 ACRE

CAPITAL ONE
ADDITION
LOT 2, BLOCK 1
VOL. 2008, PG. 224

Δ = 17°48'07"
R = 1446.00'
T = 226.46'
L = 449.28'
CL = 447.47'
CB = N66°48'38"W

LINE TABLE

| NO. | BEARING | DIST. |
|-----|-------------|--------|
| L1 | N03°38'07"E | 30.09' |
| L2 | N86°21'53"W | 2.63' |
| L3 | N02°41'18"E | 26.58' |
| L4 | N17°55'19"E | 36.38' |
| L5 | S02°41'18"W | 26.91' |
| L6 | N86°21'53"W | 2.37' |
| L7 | S03°38'07"W | 38.33' |

DOMINION PARKWAY
(92' ROW)

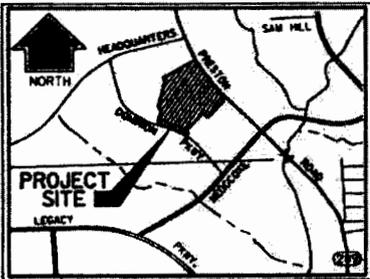
15' DRAINAGE EASEMENT
INST. NO. 20060719001009210
VOL. 2012, PG. 164

POINT OF BEGINNING

Δ = 04°48'05"
R = 1,446.00'
T = 60.62'
L = 121.17'
CL = 121.14'
CB = N54°49'50"W

POINT OF COMMENCING

"PRELIMINARY ONLY"
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE.
8-21-2013



LOCATION MAP
NOT TO SCALE

BASIS OF BEARING IS THE SOUTH LINE
OF LOT 3R, BLOCK 1 CAPITAL ONE ADDITION
LOT 3R, BLOCK 1 AS RECORDED IN VOL. 2012,
PG. 164.

LEGEND

- 1/2" FIR ONE HALF INCH FOUND IRON ROD
- W/CAP WITH PLASTIC CAP STAMPED 'HALFF'
- C.M. CONTROL MONUMENT
- INST. NO. INSTRUMENT NUMBER

DRAINAGE EASEMENT ABANDONMENT
(9,823 SQ. FT. OR 0.2255 ACRE)

CAPITAL ONE ADDITION
LOT 3R, BLOCK 1

SITUATED IN THE
SAMUEL BROWN SURVEY, ABSTRACT NO. 108
CITY OF PLANO, COLLIN COUNTY, TEXAS



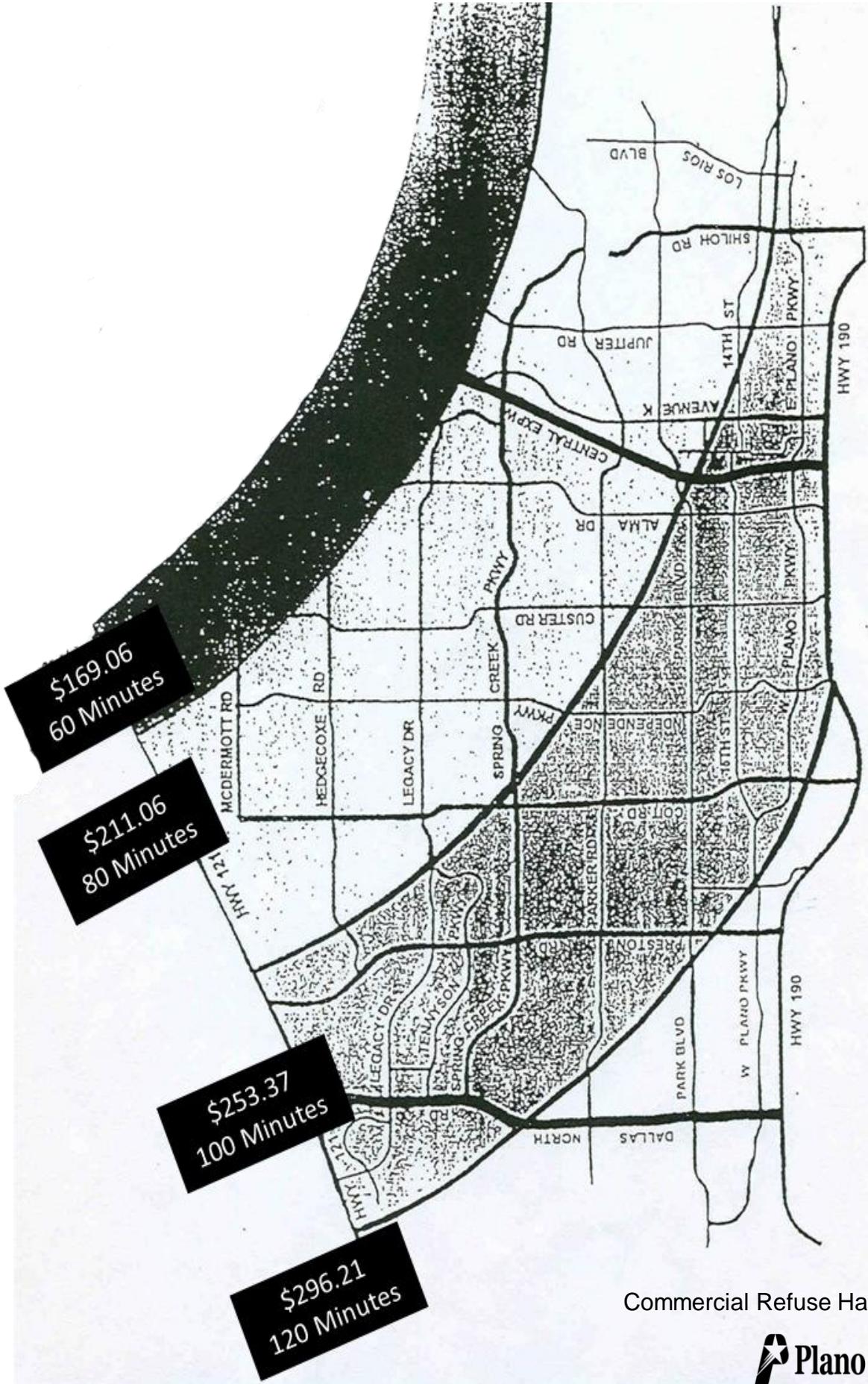
HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 100' (214)346-6200 AVO. 24448 AUGUST, 2013

8/23/2013 9:54:33 AM ahr028 HALFF I:\24000\124448\cadd\Multi-Purpose Building\VECH-DRAINAGE-ABAND-24448.DGN



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|----------------------------------|---|--|------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 09/23/13 | | |
| Department: | | Public Works (Environmental Waste Services) | | |
| Department Head | | Gerald Cosgrove | | |
| Agenda Coordinator (include phone #): Tiffany Stephens x4264 | | | | |
| CAPTION | | | | |
| <p>An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 2012-9-27, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas and enacting this new Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, establishing a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts; providing a repealer clause, a severability clause, a publication clause and an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 6,231,288 | 0 | 6,231,288 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 13,197 | 0 | 13,197 |
| BALANCE | 0 | 6,244,485 | 0 | 6,244,485 |
| FUND(S): SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND | | | | |
| <p>COMMENTS: Approval of the proposed changes to Commercial Container Rates in Plano is not expected to significantly change revenues that were originally anticipated in the FY 2013-14 Budget. These rate increases are necessary to keep pace with increased operational and service costs.</p> <p>STRATEGIC PLAN GOAL: Updating rates to reflect the increasing expense of providing a service relates to the City's goal of a Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The commercial rate increase reflects an annual escalation included in the commercial franchise agreement. The annual escalation is based upon the net percentage of increase or decrease in the Consumer Price Index (CPI) - Urban Wage Earners and Clerical Workers, Dallas-Fort Worth metropolitan area by the Bureau of Labor Statistics of the U.S. Department of Labor.</p> | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Commercial Refuse Hauling Zones Map | | | | |



Commercial Refuse Hauling Zones



An Ordinance of the City of Plano, Texas, repealing in its entirety Ordinance No. 2012-9-27, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste of the Code of Ordinances of the City of Plano, Texas and enacting this new Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, establishing a revised schedule of rates and charges for solid waste disposal and collection applicable to commercial accounts; providing a repealer clause, a severability clause, a publication clause and an effective date.

WHEREAS, on September 24, 2012, the City Council of the City of Plano enacted Ordinance No. 2012-9-27, which was codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano establishing a schedule of rates and charges for the collection and disposal of solid waste from commercial customers within and outside the City; and

WHEREAS, the schedule of rates and charges for solid waste collection and disposal must be reviewed annually in connection with preparation of the City budget and those rates and charges must be adjusted periodically to address increased operational costs and/or increased services being provided; and

WHEREAS, upon recommendation of staff and upon full review and consideration of all matters thereto, the City Council hereby finds and determines that it is necessary to revise the schedule of rates and charges for solid waste collection and disposal, as hereinafter provided, and that such revised schedule of rates and charges is reasonable and in the best interest of the City of Plano and its citizens.

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

Section I. Ordinance No. 2012-9-27, codified as Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, Texas, is hereby repealed in its entirety.

Section II. Section 18-34 of Article II, Commercial Container Rates, of Chapter 18, Solid Waste, of the Code of Ordinances of the City of Plano, Texas is enacted to read as follows:

“Sec. 18-34. Commercial container rates.

(a) The collection and disposal of solid waste from commercial accounts in the City of Plano shall only be performed by those commercial contractors authorized by the City Council to conduct such business within the City of Plano.

(b) The following rates and charges as set forth in the schedule below are hereby established as the maximum rates that may be charged by an authorized commercial contractor for collection, transportation and disposal of solid waste pursuant to that commercial contractor's contract with the City:

- (1) Rates for commercial container service for containers with a volume between two (2) cubic yards and eight (8) cubic yards shall be as follows plus a one time delivery charge of fifty-six dollars and twenty-eight cents (\$56.28):

| <u>SIZE OF CONTAINER</u> | <u>SERVICE</u> | <u>MONTHLY CHARGE</u> |
|--------------------------|----------------|-----------------------|
| 2 Cu. Yd. | 1 x Week | 58.21 |
| | 2 x Week | 90.16 |
| | 3 x Week | 135.22 |
| | Extras | 48.08 |
| 3 Cu. Yd. | 1 x Week | 76.92 |
| | 2 x Week | 140.43 |
| | 3 x Week | 195.29 |
| | Extras | 51.48 |
| 4 Cu. Yd. | 1 x Week | 93.30 |
| | 2 x Week | 163.64 |
| | 3 x Week | 233.82 |
| | Extras | 56.59 |
| 6 Cu. Yd. | 1 x Week | 128.22 |
| | 2 x Week | 231.52 |
| | 3 x Week | 333.55 |
| | 4 x Week | 449.93 |
| | 5 x Week | 567.80 |
| | 6 x Week | 704.28 |
| | Extras | 63.73 |
| 8 Cu. Yd. | 1 x Week | 167.37 |
| | 2 x Week | 293.16 |
| | 3 x Week | 437.10 |
| | 4 x Week | 588.76 |
| | 5 x Week | 703.59 |
| | 6 x Week | 834.71 |
| | Extras | 72.05 |

- (2) Rates for commercial compactors with a volume between six (6) cubic yards and eight (8) cubic yards shall be as follows plus a one time delivery charge of fifty-six dollars and twenty-eight cents (\$56.28):

COMPACTORS

| <u>SIZE OF CONTAINER</u> | <u>SERVICE</u> | <u>MONTHLY CHARGE</u> |
|--------------------------|----------------|-----------------------|
| 6 Cu.Yd., Compactor | 1 x week | 382.72 |
| | 2 x week | 765.42 |
| | 3 x week | 1,148.14 |
| | 4 x week | 1,530.85 |
| | 5 x week | 1,913.54 |
| | 6 x week | 2,296.24 |
| | Extras | 71.86 |
| 8 Cu.Yd., Compactor | 1 x week | 510.25 |
| | 2 x week | 1,020.47 |
| | 3 x week | 1,530.72 |
| | 4 x week | 2,040.92 |
| | 5 x week | 2,551.18 |
| | 6 x week | 3,061.42 |
| | Extras | 95.81 |

- (3) Rates for container service for open top containers and compactors with a volume in excess of eight (8) cubic yards will be determined and paid based on haul charges plus a per ton disposal charge that is established annually by the North Texas Municipal Water District (NTMWD). Haul charges are determined based on established zones that reflect the contractor's transportation costs using time/distance from the service location to the disposal site. A minimum haul charge of one hundred twenty-seven dollars and twelve cents (\$127.12) will be assessed for disposal at one of NTMWD's three transfer stations or the appropriate Zone Charge associated for disposal at the NTMWD RDF 121 Landfill site. Customers renting containers will be charged a delivery fee and per day rental fee. Haul rates and associated fees shall be as follows:

| | | | | | |
|-------------------------------|----------|----------|----------|----------|--------|
| Zone 1 | Zone 2 | Zone 3 | Zone 4 | Delivery | Rental |
| \$169.06 | \$211.06 | \$253.37 | \$296.21 | \$85.84 | \$5.70 |
| Disposal Fee: \$43.35 per ton | | | | | |

(4) Rates for commercial recycling container service shall be as follows:

| <u>SIZE OF CONTAINER</u> | <u>SERVICE</u> | <u>MONTHLY CHARGE</u> |
|--------------------------|------------------|-----------------------|
| 2 Cu. Yd. | Every Other Week | 37.98 |
| | 1 x Week | 50.64 |
| | 2 x Week | 88.62 |
| | 3 x Week | 126.60 |
| | Extras | 30.00 |
| 3 Cu. Yd. | Every Other Week | 38.17 |
| | 1 x Week | 50.89 |
| | 2 x Week | 89.06 |
| | 3 x Week | 127.23 |
| | Extras | 30.00 |
| 4 Cu. Yd. | Every Other Week | 38.36 |
| | 1 x Week | 51.14 |
| | 2 x Week | 89.50 |
| | 3 x Week | 127.86 |
| | Extras | 30.00 |
| 6 Cu. Yd. | Every Other Week | 38.72 |
| | 1 x Week | 51.63 |
| | 2 x Week | 90.35 |
| | 3 x Week | 129.07 |
| | 4 x Week | 167.79 |
| | 5 x Week | 206.51 |
| | 6 x Week | 245.23 |
| Extras | 30.00 | |
| 8 Cu. Yd. | Every Other Week | 39.10 |
| | 1 x Week | 52.13 |
| | 2 x Week | 91.23 |
| | 3 x Week | 130.33 |
| | 4 x Week | 169.43 |
| | 5 x Week | 208.53 |
| | 6 x Week | 247.63 |
| Extras | 30.00 | |

These monthly commercial recycling container service rates are not subject to the City's Commercial Franchise Fee.

- (5) In addition to the rates specified in subsections (b)(1) and (b)(3) above, there will be a delivery charge of eighty-five dollars and eighty-four cents (\$85.84) for each temporary or on-call container delivered. "Temporary service" shall be defined as service of duration of less than one year.
- (6) All rates for solid waste services are subject to the appropriate state taxes.
- (7) Charges for damages to commercial solid waste containers not caused by the authorized commercial contractor, and charges for replacement of such containers at more frequent intervals than approved by the City Council shall be set forth in the performance standards for the authorized commercial contractor as referenced in the Commercial Franchise Agreement.
- (8) In addition to the charges hereinabove specified, the following additional fees and charges are authorized:

| | |
|----------------------|---|
| Casters | \$4.28 per lift |
| Locks | \$1.42 per lift |
| Gates | \$1.42 per lift |
| Return Check Charge | \$35.00 |
| Fee for late payment | 1.5% per month for balance due over 30 days." |

Section III. The rates established in Section 18-34 shall be effective for all billings rendered on and after October 1, 2013.

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, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. It is hereby declared to 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 VI. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED this 23rd 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

| | | | | |
|---|----------------------------------|--|-------------------------|------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 09/23/13 | | |
| Department: | | Fire | | |
| Department Head | | Brian Crawford, Fire Chief | | |
| Agenda Coordinator (include phone #): Cynthia Morgan, ext. 7164 | | | | |
| CAPTION | | | | |
| <p>An Ordinance of the City of Plano, Texas, amending Ordinance No. 2011-10-7 codified as Section 8-3, City Ambulance Service, of Article I, Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano to adopt increased user fees for ambulance services, and providing a repealer clause, a severability clause, a savings clause, and an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013/14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 3,450,187 | 3,450,187 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 400,000 | 400,000 |
| BALANCE | 0 | 0 | 3,850,187 | 3,850,187 |
| FUND(S): GENERAL FUND | | | | |
| <p>COMMENTS: This item will add additional revenue to the Fire Department FY 2013-14 Operating Budget and future annual budgets with changes to the Ambulance Service Fee Ordinance and Rate Schedule, and includes a projected annual revenue increase of \$400,000. These increases are included in the FY 2013-14 Appropriations.</p> <p>STRATEGIC PLAN GOAL: The periodic review and changing of Ambulance Base Service Fees and Rates relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>Revision to the Ambulance User Fee Ordinance, which raises the fees for medical care rendered as follows: Basic Life Support (BLS) fee - \$690; Advanced Life Support (ALS) fee - \$745; Advanced Life Support (ALS2) fee - \$765. Also, a transportation fee of \$15 per mile from the incident location to the medical facility will be assessed.</p> <p>In addition to the above charges, when applicable, a medication administration fee of \$50 and/or a \$100 non-resident fee will be charged per person per incident.</p> | | | | |
| List of Supporting Documents: | | Other Departments, Boards, Commissions or Agencies | | |
| Ordinance; Memo | | N/A | | |



MEMORANDUM

From the Office of the Fire Chief

Date: September 5, 2013

To: Bruce Glasscock, City Manager

Subject: Increase in Ambulance Rates

Attached is the revised ambulance user fee Ordinance. This revision will increase our current base rate from \$600 to the following multi-level rate structure:

| Service | From | To |
|--------------------------------|-----------|-----------|
| Basic Life Support (BLS) | \$600 | \$690 |
| Advanced Life Support (ALS) | \$600 | \$745 |
| Advanced Life Support 2 (ALS2) | \$600 | \$765 |
| Non-Resident Fee | +\$100 | +\$100 |
| Mileage | \$10/mile | \$15/mile |
| Medication Administration Fee | \$50 | \$50 |

According to our contracted ambulance billing company, Digitech Computer, Inc., we can anticipate additional revenue of approximately \$400,000 for FY 2013-2014, bringing our total annual estimated revenue to \$3,850,187.

Brian Crawford, Fire Chief

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2011-10-7 codified as Section 8-3, City Ambulance Service, of Article I, Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano to adopt increased user fees for ambulance services, and providing a repealer clause, a severability clause, a savings clause, and an effective date.

WHEREAS, on October 10, 2011, the City Council of the City of Plano enacted Ordinance No. 2011-10-7 establishing user fees for ambulance services; and

WHEREAS, it is necessary to increase the user fees for ambulance services to cover escalated operational costs; and

WHEREAS, the City Council, after all things considered, deems it is in the best interest of the citizens of the City of Plano that Section 8-3 of the Code of Ordinances be amended to increase user fees for ambulance services as set forth herein.

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

Section I. Section 8-3, City Ambulance Service, of Article I, Chapter 8, Fire Prevention and Protection, of the Code of Ordinances of the City of Plano, is hereby amended to read in its entirety as follows:

“Sec. 8-3. City Ambulance Service (For Services Rendered on or after October 1, 2013)

(a) The following user fees are hereby approved, adopted, and levied, and shall be paid by those individuals and/or organizations making use of the City’s Fire Department ambulance service:

The Basic Life Support (BLS) fee for medical care rendered is six hundred ninety dollars (\$690); the Advanced Life Support (ALS) fee for medical care rendered is seven hundred forty-five dollars (\$745); the Advanced Life Support (ALS2) fee for medical care rendered is seven hundred sixty-five dollars (\$765). A transportation fee of fifteen dollars (\$15) per mile from the incident location to the medical facility will apply to all transports. In addition to the above charges, when applicable, a fifty dollar (\$50) medication administration fee and/or a one hundred dollar (\$100) non-resident fee will be charged per person per incident.

(b) The following user fees are hereby approved, adopted, and levied, and shall be paid by those individuals and/or organizations making use of the City’s Fire Department ambulance service.

For EMS standby at Special Events, the following fee schedule applies:

1. EMS Cart + two (2) Paramedics @ \$90 per hour
2. EMS Cart + Bike Medics + four (4) Paramedics @ \$171 per hour
3. MICU* + two (2) Paramedics @ \$275 per hour
4. MICU* + EMS Cart + four (4) Paramedics @ \$365 per hour
5. MICU* + EMS Cart + Bike Medics + six (6) Paramedics @ \$446 per hour

*Plano Fire-Rescue’s MICUs are subject to vehicle availability. Patients transported to the hospital will be billed at the established rate.

The user fees established above shall be collected by the Accounting Department, and upon receipt thereof, shall be credited to the General Fund as an offset to the cost of providing the Fire Department service for which the fee is being charged.”

Section II. Any provision of any Ordinance of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance is hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

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

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

Section V. This Ordinance shall become effective on October 1, 2013.

DULY PASSED AND APPROVED this the 23rd 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

| | | | | | |
|---|------------------|----------------------------------|--|-------------------------|---------------|
| CITY SECRETARY'S USE ONLY | | | | | |
| <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | | |
| Council Meeting Date: | | 9/23/13 | | | |
| Department: | | Human Resources | | | |
| Department Head | | Jim Parrish | | | |
| Agenda Coordinator (include phone #): Billy Bailey (x) 5411 | | | | | |
| CAPTION | | | | | |
| An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-8-15; establishing the number of certain classifications within the Fire Department for fiscal year 2013-14; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 23, 2013; and providing a repealer clause, a severability clause and an effective date. | | | | | |
| FINANCIAL SUMMARY | | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | | |
| FISCAL YEAR: | 2013-2014 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | | 0 | 0 | 0 | 0 |
| This Item | | 0 | 0 | 0 | 0 |
| BALANCE | | 0 | 0 | 0 | 0 |
| FUND(s): N/A | | | | | |
| COMMENTS: Funding for the Fire Department Civil Service positions, in accordance with the Civil Service Plan, is included in the FY 2013-14 adopted budget. STRATEGIC PLAN GOAL: Updates to the Civil Service Compensation and Classification Plan Ordinances relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City. | | | | | |
| SUMMARY OF ITEM | | | | | |
| New FY 2013-14 Compensation and Pay plan for Plano Fire Department | | | | | |
| List of Supporting Documents: Ordinance, Exhibit A | | | Other Departments, Boards, Commissions or Agencies | | |
| | | | | | |

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-8-15; establishing the number of certain classifications within the Fire Department for fiscal year 2013-14; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 23, 2013; and providing a repealer clause, a severability clause and an effective date.

Whereas, on August 26, 2013 by Ordinance No. 2013-8-15, the City Council of the City of Plano, Texas, adopted the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Fire Department of the City of Plano; and

Whereas, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective September 23, 2013, and the classification and salary plan for the sworn personnel of the Fire Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

Whereas, the Department recommends a one-time two percent (2%) lump sum payment for Battalion Chiefs and Deputy Chiefs; and

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

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

Section I. Ordinance No. 2013-8-15 duly passed and approved by the City Council of the City of Plano, Texas on August 26, 2013 is repealed in its entirety effective September 23, 2013.

Section II. The number of positions in the City of Plano Fire Department effective September 23, 2013 and the classification and salary plan of the City of Plano Fire Department for City of Plano fiscal year 2013-14, as set forth in Exhibit "A" is hereby approved.

Section III. The one-time two percent (2%) lump sum payment for Battalion Chiefs and Deputy Chiefs is hereby approved.

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

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

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

Section VII. Upon passage, this Ordinance shall become effective September 23, 2013.

DULY PASSED AND APPROVED, this, the 23rd day of September 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO
2013 - 2014 CIVIL SERVICE
COMPENSATION PLAN
Effective 09/23/13

FIRE

| RANGE | POSITION | # Positions Effective | STEP: | BASE 1 | 6 MOS. 2 | 12 MOS. 3 | 24 MOS. 4 |
|-------|-------------------------|-----------------------|--------------------------------|------------------------------|-----------------------------|----------------------------|----------------------------|
| 001 | Fire Rescue Specialist | 09/23/13 - 199 | Hourly: Monthly: Annual: | 20.4661 4,966 59,597 | | 21.9093 5,316 63,799 | 24.1352 5,856 70,281 |
| 002 | Fire Apparatus Operator | 09/23/13 - 51 | Hourly: Monthly: Annual: | 27.1452 6,587 79,046 | | | |
| 003 | Lieutenant | 09/23/13 - 24 | Hourly: Monthly: Annual: | 30.4457 7,388 88,657 | | | |
| 004 | Captain | 09/23/13 - 48 | Hourly: Monthly: Annual: | 33.8593 8,216 98,598 | | | |
| 005 | Battalion Chief | 09/23/13 - 9 | Hourly: Monthly: Annual: | 51.2432 8,882 106,585 | 55.5920 9,635 115,631 | | |
| 006 | Deputy Fire Chief | 09/23/13 - 2 | Hourly: Monthly: Annual: | 58.9360 10,215 122,586 | | | |
| 007 | Assistant Fire Chief | 09/23/13 - 2 | Hourly: Monthly: Annual: | 63.5256 11,011 132,133 | | | |
| 01A | Fire Recruit | | Hourly: Monthly: Annual: | 18.5943 4,512 54,146 | | | |

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



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|------------------|----------------------------------|--|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/13 | | |
| Department: | | Human Resources | | |
| Department Head | | Jim Parrish | | |
| Agenda Coordinator (include phone #): Billy Bailey (x) 5411 | | | | |
| CAPTION | | | | |
| An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-3-7; establishing the number of certain classifications within the Police Department for fiscal year 2013-14; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 23, 2013; and providing a repealer clause, a severability clause and an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2013-2014 | Prior Year (CIP Only) | Current Year | Future Years |
| | | TOTALS | | |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(s): N/A | | | | |
| COMMENTS: Funding for the Police Department Civil Service positions, in accordance with the Civil Service Plan, is included in the FY 2013-14 adopted budget. STRATEGIC PLAN GOAL: Updates to the Civil Service Compensation and Classification Plan Ordinances relate to the City's Goal of Financially Strong City with Service Excellence and Safe Large City. | | | | |
| SUMMARY OF ITEM | | | | |
| New FY 2013-14 Compensation and Pay plan for Plano Police Department | | | | |
| List of Supporting Documents: Ordinance, Exhibit A | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2013-3-7; establishing the number of certain classifications within the Police Department for fiscal year 2013-14; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 23, 2013; and providing a repealer clause, a severability clause and an effective date.

Whereas, on March 25, 2013 by Ordinance No. 2013-3-7, the City Council of the City of Plano, Texas, adopted and approved the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Police Department of the City of Plano; and

Whereas, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective September 23, 2013, and the classification and salary plan for the sworn personnel of the Police Department of the City of Plano, Texas as set forth in attached Exhibit "A" and

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

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

Section I. Ordinance No. 2013-3-7 duly passed and approved by the City Council of the City of Plano, Texas on March 25, 2013 is repealed in its entirety effective September 23, 2013.

Section II. The number of positions in the City of Plano Police Department effective September 23, 2013 and the classification and salary plan of the City of Plano Police Department for City of Plano fiscal year 2013-14, as set forth in Exhibit "A" is hereby approved and adopted.

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

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

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

Section VI. Upon passage, this Ordinance shall become effective September 23, 2013.

DULY PASSED AND APPROVED, this, the 23rd day of September 2013.

Harry LaRosiliere, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**2013 - 2014 CIVIL SERVICE
COMPENSATION PLAN
Effective 09/23/13**

POLICE

| RANGE | POSITION | # POSITIONS Effective | Step: | BASE 1 | 6 Mos. 2 | 12 Mos. 3 | 18 Mos. 4 | 24 Mos. 5 | 30 Mos. 6 | 36 Mos. 7 | 60 Mos. 8 | 120 Mos. 9 | 180 Mos. 10 | 240 Mos. 11 |
|-------|------------------------|--------------------------|-----------------|-----------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|----------------|----------------|
| 001 | Police Officer | 09/23/13 - 289 | Hourly: | 28.8929 | 29.8668 | 30.8515 | 32.2139 | 33.2739 | 34.4103 | 36.1569 | 37.1773 | 37.4324 | 37.6875 | 37.9426 |
| | | | Monthly: | 5,008 | 5,176 | 5,347 | 5,583 | 5,767 | 5,964 | 6,267 | 6,444 | 6,488 | 6,532 | 6,576 |
| | | | Annual: | 60,097 | 62,122 | 64,171 | 67,004 | 69,209 | 71,573 | 75,206 | 77,328 | 77,859 | 78,390 | 78,920 |
| 002 | Sergeant | 09/23/13 - 38 | Hourly: | 41.0446 | | 42.6223 | | | | | | | | |
| | | | Monthly: | 7,114 | | 7,387 | | | | | | | | |
| | | | Annual: | 85,372 | | 88,654 | | | | | | | | |
| 003 | Lieutenant | 09/23/13 - 14 | Hourly: | 45.8206 | | 48.5671 | | | | | | | | |
| | | | Monthly: | 7,942 | | 8,418 | | | | | | | | |
| | | | Annual: | 95,306 | | 101,019 | | | | | | | | |
| 004 | Captain | 09/23/13 - 4 | Hourly: | 52.2104 | | 55.3399 | | | | | | | | |
| | | | Monthly: | 9,049 | | 9,592 | | | | | | | | |
| | | | Annual: | 108,597 | | 115,106 | | | | | | | | |
| 005 | Assistant Police Chief | 09/23/13 - 2 | Hourly: | 59.4876 | | 63.3791 | | | | | | | | |
| | | | Monthly: | 10,311 | | 10,985 | | | | | | | | |
| | | | Annual: | 123,734 | | 131,828 | | | | | | | | |

Recruit:
01A **Hourly:** 26.7719
 Monthly: 4,640
 Annual: 55,685

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

EXHIBIT A



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|---|----------------------------------|-------------------------|--|---------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/13 | | |
| Department: | | Human Resources | | |
| Department Head | | Jim Parrish | | |
| Agenda Coordinator (include phone #): Billy Bailey (x) 5411 | | | | |
| CAPTION | | | | |
| <p>An Ordinance of the City of Plano, Texas repealing Ordinance No. 2012-10-8; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.</p> | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-2014 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(S): N/A | | | | |
| <p>COMMENTS: Funding for the Police and Fire Department Certification Pay, in accordance with the Civil Service Plan, is included in the FY 2013-14 adopted budget.</p> <p>STRATEGIC PLAN GOAL: Changes to the Certification Pay Plan for the Plano Police and Fire Departments relate to the City's Goal of Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| New FY 2013-14 Assignment and Certification plan for Plano Fire and Police Department | | | | |
| List of Supporting Documents: Ordinance | | | Other Departments, Boards, Commissions or Agencies | |
| | | | | |

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2012-10-8; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.

Whereas, on October 8, 2012 by Ordinance No. 2012-10-8, the City Council of the City of Plano, Texas, approved and adopted the certification and assignment pay plans for members of the Fire and Police Departments of the City of Plano; and

Whereas, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desire to revise the Police and Fire Departments certification pay plan; Police and Fire Departments assignment pay plans; and Fire Department preceptor pay plan.

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

Section I. Ordinance No. 2012-10-8 duly passed and approved by the City Council of the City of Plano, Texas on October 8, 2012 is repealed in its entirety effective September 23, 2013.

Section II. In accordance with Section 143.044 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes the following certification pay plan for classified members of the Plano Fire and Police Departments:

Fire Department

Texas Commission on Fire Protection

| | | | |
|--------------------------|---------------------|-----------------|---------------|
| <u>Basic Certificate</u> | <u>Intermediate</u> | <u>Advanced</u> | <u>Master</u> |
| -0- | \$60/mo | \$80/mo | \$120/mo |

Police Department

Texas Commission on Law Enforcement Standards and Education

| | | | |
|--------------------------|---------------------|-----------------|---------------|
| <u>Basic Certificate</u> | <u>Intermediate</u> | <u>Advanced</u> | <u>Master</u> |
| -0- | \$60/mo | \$80/mo | \$120/mo |

Section III. Classifications for certification compensation for classified members of the City of Plano Fire and Police Departments are as set forth in Section II above. Advancements within the structure set forth in Section II above shall be allowed as established by the Rules and Regulations formulated by the Texas Commission on Fire Protection (Fire) and the Texas Commission on Law Enforcement Officers' Standards and Education (Police).

Section IV. In accordance with Section 143.042 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes an assignment pay plan which shall be applicable to members of the City of Plano Fire Department who are; (1) certified as an Emergency Medical Technician Paramedic (EMT-P) by the Texas Department of State Health Services, and (2) authorized to practice as a paramedic in the City of Plano EMS System by the Emergency Medical Director for the City of Plano and are assigned such duties by the Fire Chief of the City of Plano. For those that hold the rank of Fire Apparatus Operators (FAO), Lieutenants (LT), and Captains (CAPT), see pay table 1 below. For Fire Rescue Specialists (FRS), see pay table 2 below.

Pay Table 1 (FAO, LT and CAPT)

| Years of Service as <u>Assigned Paramedic</u> | Monthly Assignment <u>Pay</u> |
|--|----------------------------------|
| <48 months | \$149 |
| 48-95 months | \$186 |
| 96-143 months | \$335 |
| 144+ months | \$372 |

Pay Table 2 (FRS)

| Years of Service as <u>Assigned Paramedic</u> | Monthly Assignment <u>Pay</u> |
|--|----------------------------------|
| <48 months | \$149 |
| 48 months | \$297 |
| 96 months | \$335 |
| 144 months | \$594 |

Section V. Paramedic assignment pay shall be initiated at the beginning of the next pay period following receipt of being assigned by the Fire Chief of the City of Plano and approved by the Emergency Medical Director to practice as a paramedic in the Plano EMS system and advancement within the structure set forth in Section IV above shall be allowed at the beginning of the pay period immediately following the paramedic's reaching of the service years shown. All prior years of service in which a paramedic was assigned by the Fire Chief of the City of Plano and approved by the Medical Director to practice as a paramedic in the Plano EMS System shall be considered when placing existing paramedics in the structure set forth in Section IV.

Section VI. An ambulance assignment pay of \$20 is authorized for each paramedic and EMT, for each shift the individual is assigned to an ambulance.

Section VII. In accordance with Section 143.042 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Fire Department who are assigned to and perform the following duties shall receive the following additional compensation for the period of assignment:

| | |
|---------------------|---------------------------|
| Paramedic Preceptor | \$45.00 per 24 hour shift |
|---------------------|---------------------------|

Section VIII. In accordance with Section 143.043 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Police Department who are assigned to and perform the duties and responsibilities as a Field Training Officer shall receive \$2.375 per hour worked.

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

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

Section XI. Upon passage, this Ordinance shall become effective September 23, 2013.

DULY PASSED AND APPROVED, this, the 23rd 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

| | | | | |
|--|----------------|----------------------------------|---|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/2013 | | |
| Department: | | Planning | | |
| Department Head | | P Jarrell | | |
| Agenda Coordinator (include phone #): Tammy Stuckey, 7156 | | | | |
| CAPTION | | | | |
| Public Hearing and consideration of an Ordinance of the City of Plano, Texas, amending the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the Parks and Recreation Element of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) and Resolution No. 87-9-4(R); providing procedures approving the utilization of said policy statement, map, and element as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2012-13 | Prior Year (CIP Only) | Current Year | Future Years |
| | | 0 | 0 | 0 |
| Budget | | 0 | 0 | 0 |
| Encumbered/Expended Amount | | 0 | 0 | 0 |
| This Item | | 0 | 0 | 0 |
| BALANCE | | 0 | 0 | 0 |
| FUND(S): N/A | | | | |
| COMMENTS: This item has no fiscal impact. | | | | |
| STRATEGIC GOAL PLAN: Amending the Bicycle Transportation Policy relates to the City's goals of Safe Large City and Partnering for Community Benefit. | | | | |
| SUMMARY OF ITEM | | | | |
| Amendment to the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the Parks and Recreation Element of the Comprehensive Plan to include policies and recommendations regarding bicycle transportation as well as parks and recreation services within the City of Plano. | | | | |
| List of Supporting Documents: Planning & Zoning Commission Follow Up memo Staff report Ordinance Exhibit "A" Bicycle Transportation Policy Statement Exhibit "B" Bicycle Transportation Plan Map Exhibit "C" Parks and Recreation Element of the Comprehensive Plan | | | Other Departments, Boards, Commissions or Agencies Parks and Recreation Planning Board Planning & Zoning Commission | |

DATE: September 4, 2013

TO: Honorable Mayor & City Council

FROM: Chris Caso, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of September 3, 2013

**AGENDA ITEM NO. 7 - PUBLIC HEARING
COMPREHENSIVE PLAN AMENDMENT - BICYCLE TRANSPORTATION POLICY
STATEMENT, BICYCLE TRANSPORTATION PLAN MAP, AND THE PARKS
AND RECREATION ELEMENT
APPLICANT: CITY OF PLANO**

Request to amend the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the Parks and Recreation Element of the Comprehensive Plan.

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

STIPULATIONS:

Approved as submitted.

FOR CITY COUNCIL MEETING OF: September 23, 2013 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

LS/SS/av

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 3, 2013

Agenda Item No. 7

Public Hearing: Comprehensive Plan Amendment - Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the Parks and Recreation Element

Applicant: City of Plano

DESCRIPTION:

Request to amend the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the Parks and Recreation Element of the Comprehensive Plan.

REMARKS:

Background

The Planning & Zoning Commission reviewed and discussed the first draft of the Bicycle Policy Statement, Bicycle Transportation Plan Map, and the amendment of the Parks and Recreation Element on June 17, 2013 with staff. The Commission directed staff to move forward with the project and meet with the Parks and Recreation Planning Board as well as begin the public hearing process.

Staff met with the Parks and Recreation Planning Board on August 6, 2013 for review and discussion of the final draft of the three documents. The Board directed staff to move forward with the project through public hearings with the Planning & Zoning Commission and City Council.

Bicycle Transportation Policy Statement and Transportation Map

The Bicycle Transportation Policy Statement and Bicycle Transportation Plan Map guide decision makers regarding bicycle transportation issues, project planning, and Community Investment Program (CIP) funding for bicycle transportation improvements in Plano. The current Bicycle Policy Statement was approved by City Council in August 2004 while the Bicycle Transportation Plan Map was adopted in November 2001. Proposed amendments to the policy statement and the transportation plan map are part of the ongoing effort to update the current Comprehensive Plan. These updates will be incorporated into the Comprehensive Plan revision with the Park Master Plan that was approved by City Council in 2012.

Bicycle Policy Statement

The policy statement is an update to the currently adopted document that reflects the changes to bicycle transportation in Plano over the last 12 years. Most of the trail system has been completed and the nomenclature for bicycle facilities has changed. The following is a summary of the changes to the policy statement:

- Inclusion of the objectives and strategies from the 2011 and 2012 updates of the Land Use Element and the Transportation Element of the Comprehensive Plan
- New designations of bicycle trail facilities
- Focus of the Analysis section on three major issues
 - Crossing highways within Plano and surrounding the city
 - Trail connections with neighboring cities
 - Available land for expansion of shared use paths
- Update to reflect recent city initiatives regarding bicycle transportation
- Change in focus of policy statements from specific projects to broader, more general goals regarding bicycle transportation in Plano

Bicycle Transportation Plan Map

The transportation plan map proposed for the 2013 update is significantly different than the document approved in November 2001. Much of the trail system has been completed; remaining sections to be built are the more difficult sections of the system and connections to neighboring cities. The route numbering classification has been modified and new route signage has been installed across the city. Map revisions now reflect shared use paths and on street routes, the new route numbering system, as well as possible locations of trail connections with neighboring cities.

The proposed Bicycle Transportation Policy Statement and Bicycle Transportation Plan Map are attached for reference.

Parks and Recreation Element

Background

The objective of the current Comprehensive Plan is to update the Land Use and Transportation Elements every two to three years; other elements are updated every five years or as needed. Recent updates to the Land Use and Transportation Elements were completed in 2012 and 2011, respectively. However, the Parks and Recreation Element was last updated in June 2006.

An amendment to the Parks and Recreation Element is required at this time to keep the document current and demonstrate to accreditation agencies that parks and recreation services are a vital component of Plano's planning efforts. The proposed changes reflect current issues, recent accomplishments, and updated parks and recreation information. The element provides a benchmark for the progression of the Parks and Recreation Department in achieving its goals and objectives for provision of service to the city's residents.

The Parks and Recreation Element stresses the importance of the park system to the quality of life of Plano residents (Theme I). This element serves as a guide to complete the city's park system for future facility development and land acquisition as well as

providing an inventory of existing facilities (Theme II and Appendix). Finally, a summary is provided to show the transition of Plano from a growing to a mature city and the resulting impact of urban issues to the Parks and Recreation Department's ability to provide services (Theme III).

Summary of Amendment

There are no proposed changes to Theme I and minor changes to Theme II, with the exception of the "Completion of The Parks System" subsection. Two major acquisitions listed in the current text have been completed, including the White Rock Community Park and the South Central Community Park. Issues affecting the completion of the park system include:

- Additional acquisition of private property for trails and parkland
- Limited financial resources to purchase the land
- Service to new residential areas created through rezoning approvals
- Completion of the Rowlett Creek greenbelt trail system
- Connections to trail systems with neighboring cities
- Provision for more landscaping and shade structures at existing park facilities

As stated previously, Theme III discusses the issues stemming from Plano's transition to a maturing inner ring suburban city and the impact on Parks and Recreation services. The following is a summary of issues presented in the proposed text:

- Changing demographics
 - Diversification of population
 - Aging population
- Impact of demographics and national trends on recreation services
- Expansion of Facilities versus Renovation and Maintenance
- Sharing/Privatization/Innovation of park facilities
- Parks and Recreation Tourism
- Water Conservation and Sustainability

A draft of the amendment of the Parks and Recreation Element is attached to the staff report for review and comment. The ~~striketrough~~ text indicates existing text that will be deleted and the **bold, underlined** text represents new or revised information to be included in the amendment of the document.

RECOMMENDATION:

Recommended for approval as submitted.

Bicycle Transportation Policy Statement

Description

This policy statement provides a description of the bicycle transportation system in Plano along with the major issues affecting bicycle travel. City initiatives to address these issues as well as policies to guide decision makers in the implementation of the Bicycle Transportation Plan are included. The bicycle is considered a component of the multi-modal transportation system found within Plano. As the city matures and neighboring communities continue to develop at a rapid pace, vehicular transportation within Plano could become more congested.

The bicycle is a means of transportation for trips to employment centers, transit stations, schools, libraries, shopping, parks, and recreation facilities. Bicycle transportation can also assist in the region's mandate to improve air quality. Bicycling for recreation is also important because a well-developed bicycle network is a significant contributor to the overall quality of life in a community.

This policy statement addresses the following objectives and strategies found in the Transportation Element of the Comprehensive Plan.

Objective A.1: Promote regional efforts to improve air quality and address transportation issues in the Metroplex.

Strategy A.2: Work closely with federal, state and regional agencies to provide for a range of transportation options to meet the changing needs of Plano residents.

Objective A.3: Provide Plano residents with a variety of transportation options.

Objective B.4: Promote safe and accessible recreational and destination oriented bicycle use.

Strategy B.8: Develop and maintain a system of bicycle routes and recreational trails for destination and recreational use that lead to cultural attractions and employment areas, mass transit facilities, and residential neighborhoods.

Strategy C.3: Participate in the development and implementation of the North Central Texas Council of Governments (NCTCOG) Regional Transportation Plan and other regional coordination programs.

Background

The City of Plano has a Bicycle Transportation Plan that identifies on-street bicycle routes and shared use paths. The plan was first approved by City Council in 1986 with updates in 1993 and 2001. Many of these facilities are in existence today while others are in the planning and engineering stages. There are three types of designations for bicycle facilities found on the Bicycle Transportation Plan Map:

Shared Use Paths

Shared use paths are paved, off-street paths. While they are an essential component of the bikeway network, these facilities are also used by roller skaters, skateboarders, kick scooters, walkers, runners, wheelchair users, people pushing baby strollers, and walking dogs. The majority of shared use paths are located within parkland, but some are also in the road rights-of-way and on private property via easement agreements. The Bluebonnet, Chisholm, and Preston Ridge Trails are three existing shared use paths that cross major portions of the city. Future plans call for additions to these paths as well as new paths along the Rowlett Creek and White Rock Creek corridors.

On-street Bicycle Routes

An on-street bicycle route is a road or a series of roads identified for bicycle use due to lower volumes of traffic, lower speed limits, or direct connection to neighboring cities' routes. On-street bicycle routes are identified for their strategic connections to shared use paths, schools, libraries, recreation centers, Dallas Area Rapid Transit (DART) bus and rail transit stops, shopping, and places of employment.

On-street bicycle routes have signage to show bicyclists how to navigate through the city primarily away from major thoroughfares. The signage also lets motorists know that bicyclists will be present on those routes.

Regional Bicycle Network (Regional Veloweb)

This network, called the Regional Veloweb, is proposed by the North Central Texas Council of Governments (NCTCOG) and is intended to link bicycle networks from multiple cities throughout the Dallas-Fort Worth region. The Regional Veloweb is a 1,668 mile network of shared use paths and on-street bicycle routes that are being coordinated to provide bicycle connectivity in the region.

Plano's Bluebonnet and Preston Ridge Trails are designated as a part of the Regional Veloweb along with proposed bikeways adjacent to Rowlett Creek and the DART railroad rights of way that follow the Union Pacific and Cotton Belt Railroad alignments. These bikeways are also identified in the Collin County Regional Trails Master Plan and a local regional bicycle network plan known as the Six Cities Trail Plan sponsored by the cities of Allen, Frisco, Garland, McKinney, Plano, and Richardson.

Analysis

One major issue regarding bicycle transportation in Plano is crossing the highway systems surrounding the city. U.S. Highway 75 and the Dallas North Tollway provide access to Plano from the rest of the Dallas-Fort Worth region. However, the expressways pose an east-west barrier to bicyclists due to heavy vehicular traffic and turning movements at major thoroughfare intersections with service roads. Likewise, the Sam Rayburn Tollway and the President George Bush Turnpike also make it difficult for bicyclists trying to connect between bikeways in Plano and adjacent cities to the north and south. In order for the Regional Veloweb to function and for Plano's bikeways to interconnect with those in neighboring cities, barrier issues must be addressed.

Another major issue for bicycle transportation in Plano is the available land space for shared use path construction. Paths are primarily built on parkland, and because parkland is limited, the reach of paths is limited. Recently, the city has added some paths in the road right of way, where possible. The city is also making trail connections across private lands and utility corridors that require owner consent and easement agreements. The process of obtaining easements with owners is often a very long one and can be costly.

City Initiatives

In 2012, the city implemented a project to install signage for the on-street bicycle routes. These bike routes span over 168 miles of roadway and are signed with approximately 2,600 signs.

Improvements for east-west connections of U.S. Highway 75 are underway. A project is currently in the engineering phase for bikeway improvements along 15th Street at U.S. Highway 75 to provide an improved connection from the southernmost point of Chisholm Trail along 15th Street under U.S. Highway 75 into downtown. Another project being engineered is bikeway improvements of the Park Boulevard overpass at U.S. Highway 75. A connection will be made from Chisholm Trail at Enterprise Drive along the overpass to the Parker Road DART station at Archerwood Lane. Recently, a shared use path connection was completed joining the cities of Plano and Allen, north of Legacy Drive, for a crossing under U.S. Highway 75 at Rowlett Creek. Plano installed the bridge over Rowlett Creek, while the city of Allen installed the tunnel under the DART rail right-of-way.

Additionally, several improvements for north-south connections of the President George Bush Turnpike and the Sam Rayburn Tollway are in the planning phases. One project will connect Chisholm Trail south to Richardson at Alma Drive and the Bush Turnpike. Another project will connect Preston Ridge Trail south to Dallas at Ohio Drive and the Bush Turnpike. Finally, a third project will connect a portion of Plano to Allen and Frisco at Custer Road and the Sam Rayburn Tollway via Rowlett Creek. All three projects involve the acquisition of easements on private land to make the connections.

Policy Statements

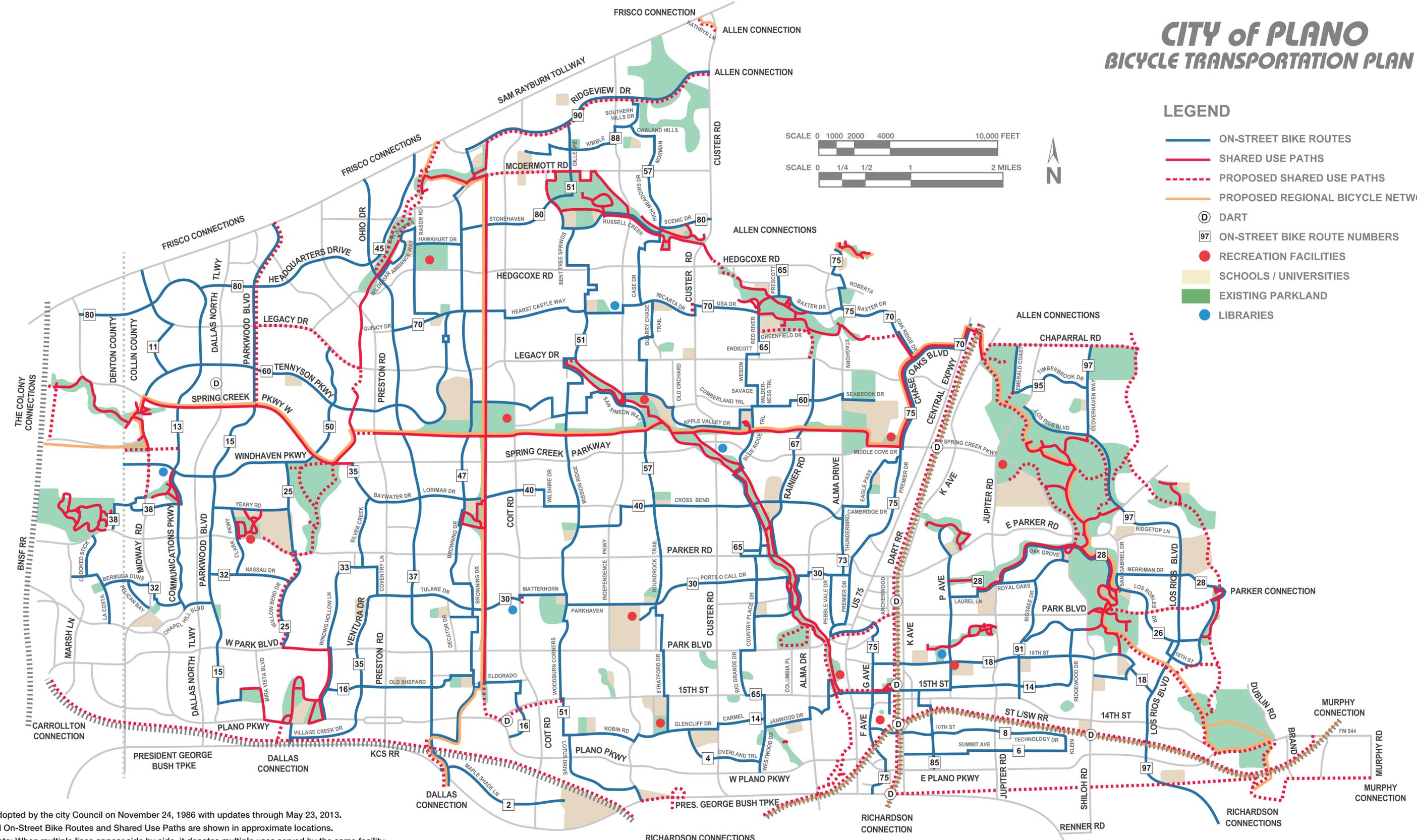
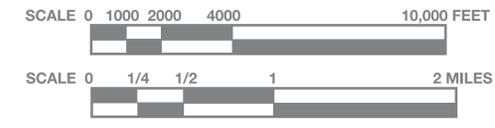
The following is a list of policy statements that should be used for implementation of the Bicycle Transportation Plan as described above:

1. Develop and maintain an interconnected network of bikeways, made up of both on-street bicycle routes and shared use paths, as designated on the Bicycle Transportation Plan to provide access to transit, schools, libraries, parks, recreation facilities, shopping, employment, and other cities.
2. Develop and maintain a system of bikeways with appropriate signs, signalization, or grade-separations to ensure safe roadway crossings.
3. Develop and update educational materials that inform motorists and bicyclists about the city's Bicycle Transportation Network and its proper use on a regular basis.
4. Encourage employers to implement trip reduction programs and provide bicycle storage facilities and changing rooms for employees who commute to work by bicycle.
5. Encourage bicycling within the city with a bicycle network map and way finding signage.
6. Encourage the installation of adequate, safe and secure bicycle storage at transit facilities.
7. Designate a law enforcement liaison to the cycling community.
8. Implement enforcement of the Safe Passing Ordinance.
9. Study and evaluate the effectiveness of bikeway crossings of all roadways including highways, and where bikeways interconnect with neighborhoods, transit, education, recreational, commercial and cultural facilities and other bicycle facilities in surrounding cities.
10. Measure the amount of usage taking place on bikeways in the community.

CITY of PLANO BICYCLE TRANSPORTATION PLAN

LEGEND

- ON-STREET BIKE ROUTES
- SHARED USE PATHS
- - - PROPOSED SHARED USE PATHS
- PROPOSED REGIONAL BICYCLE NETWORK*
- D DART
- 97 ON-STREET BIKE ROUTE NUMBERS
- RECREATION FACILITIES
- SCHOOLS / UNIVERSITIES
- EXISTING PARKLAND
- LIBRARIES



Adopted by the city Council on November 24, 1986 with updates through May 23, 2013.
 All On-Street Bike Routes and Shared Use Paths are shown in approximate locations.
 Note: When multiple lines appear side by side, it denotes multiple uses served by the same facility.
 *North Central Texas Council of Governments Regional Veloweb

COMPREHENSIVE PLAN PARKS AND RECREATION ELEMENT

PURPOSE

The purpose of the Parks and Recreation Element is to provide a general, visionary document to guide decision makers regarding issues related to Parks and Recreation facilities. The element identifies the key factors, trends and issues affecting parks and recreation and establishes objectives and strategies to address them. It also includes a Master Plan for parks that identifies existing properties and facilities and general locations for future facilities.

MAJOR THEMES

Theme I - Livable City

The City of Plano is nationally recognized for the provision of excellent services and facilities. “Livable City” focuses on the attributes of the parks and recreation system that enhance the quality of life of the city.

Theme II - City of Organized Development

The Parks and Recreation Department has a wide range of properties and facilities throughout the city. The City of Organized Development section defines the components of Plano’s parks and recreation system and establishes a framework for its development.

Theme III - City in Transition

The City in Transition section is all about change. Most of the land in the city has been developed. The composition of Plano’s population is changing. This section of the element will explore how changes in the city’s population and development trends will impact service provision, facility requirements, funding, and property acquisition.

THEME I - LIVABLE CITY

Recreational Opportunities

The City of Plano provides a wide range of active and passive recreational facilities for its residents. One can enjoy a scenic nature preserve; hike or bike along an extensive trail system; play in an organized athletic league; or work out in a weight room. Plano’s parks and recreation facilities are designed to support active healthy lifestyles and enhance the community’s visual appearance. The city should continue to explore options to acquire and develop park facilities that are in close proximity to residential areas. These facilities should be consistent with the park hierarchy described in Theme II.

Community Gathering Places

Social interaction is a critical consideration when developing a city. Parks and recreation facilities near residential areas provide a place for people to gather and interact in formal and informal settings. The recreation centers have rooms that can be used to host formal meetings for organizations. Water features, park benches, picnic

areas and pavilions are amenities that can encourage informal social interaction. The city should emphasize the importance of parks and recreation facilities as “community building” tools that bring people together in a variety of settings.

Open Space

Abundant open space within a city enhances quality of life. Open spaces such as parks and natural areas provide relief from the built environment. Some of Plano’s parks and natural areas offer scenic vistas for people traveling along the major travel routes of the city. Landscaped medians and right-of-ways often enhance and extend the feeling of open space in the community. Plano’s nature preserves are a source of the city’s heritage and a glimpse of how the area may have appeared before human settlement. They also provide an opportunity to connect with and learn about the natural environment and ecologically sensitive areas. Although opportunities are limited, the city should continue its efforts to acquire and utilize properties that preserve natural features and make them available to the community.

Parks as an Urban Design Component

The locations of park facilities in Plano have been incorporated into the urban design framework of the city. Linear parks preserve the city’s natural areas adjacent to creek corridors and link schools, recreational facilities, and residential neighborhoods. Trails within linear parks connect with on-street bicycle routes and to trails in adjacent cities to serve as an alternative transportation network within the area. Parks located near schools in the heart of Plano’s residential neighborhoods serve as community gathering places. Nature preserves protect the wooded areas of the city that are located within the floodplains of major creeks.

Objectives for Theme I - Livable City

- **Objective A.1** Encourage healthy lifestyles through the provision of recreation facilities and activities.
- **Objective A.2** Provide places for social interaction and community gatherings.
- **Objective A.3** Provide for relief from the built environment through the acquisition and maintenance of open areas and natural settings.

Strategies for Theme I - Livable City

- **Strategy A.1** Develop and maintain a comprehensive system of park, recreational, fitness, athletic, and sports facilities, and programs that keeps pace with the city’s changing demographics.
- **Strategy A.2** Provide for indoor and outdoor facilities that support formal gatherings and organized events.
- **Strategy A.3** Design and locate park facilities that encourage informal gatherings. Elements such as water features, pavilions, seating areas and courtyards can help bring people together.

- **Strategy A.4** Provide open spaces, trails, and other facilities that support informal activities.
- **Strategy A.5** Provide park areas that create scenic vistas from major routes of travel in the city.

THEME II - CITY OF ORGANIZED DEVELOPMENT

Park Hierarchy and System Planning

Plano's park and open space system consists of five classifications: neighborhood parks, linear parks, community parks, open space preserves, and special use areas. The city also has standards based on population that have been used to determine the amount of parkland, number of park facilities, athletic fields, and recreation facilities required to meet the demand of Plano's projected population.

Appendix A provides a listing of parks by classification. Appendix B is a general list of amenities found within the different classifications of parks.

Neighborhood Parks

A total of 31 neighborhood parks serve Plano's residential areas with a variety of passive and active recreational places. These parks are typically seven to ten acres in size and serve the typical residential neighborhoods found throughout the city. This neighborhood setting is characterized by a land area of approximately one square mile bounded by six-lane divided thoroughfares with school and park sites near the center, low-density housing on the interior, medium- and high-density housing along the edges, and office and retail operations at the intersections of the major thoroughfares where they serve other neighborhoods, as well.

Wherever possible, neighborhood parks have been combined with elementary schools to maximize the use of both facilities. Combined neighborhood parks and schools provide for shared parking, ball fields, playgrounds and other facilities. This helps the parks better serve as gathering places for the residential neighborhoods.

Neighborhood parks can play an important role in urban design. They function as activity centers and focal points for neighborhoods (see Urban Design element). One of the issues for neighborhood parks is making these facilities more appealing. The Parks and Recreation Department is addressing this issue by continuing to plant large trees to improve shade throughout the park system and studying other ways to make the neighborhood parks more inviting and amenable to serve group activities.

Linear Parks

The city has 44 **15** linear parks that serve as links between residential areas, schools, libraries and other park facilities. They also provide practical alternatives for land that would otherwise go unused. Linear Parks are located within creek corridors, major utility easements, street right-of-ways and rail corridors. They provide breaks in the urban development pattern, conserve ecologically unique areas, and provide long stretches of open space and recreational trails (see ~~Transportation Element~~). Some greenbelts lack land outside of the flood plain. As a result, they are often unusable during rainy periods and their slopes limit recreational activities within them. Additional

land, where possible, should be acquired along creek corridors to enhance the usability of linear parks.

Community Parks

There are ~~22~~ **23** community parks in Plano. They are usually 25 or more acres in size and **generally serve a three mile radius** ~~larger geographic area~~ or specific community needs. Community parks have active and passive recreational facilities and may also contain large passive open space areas suited to recreational trails and picnic areas beyond what is found in a neighborhood park. They also provide visual breaks in Plano's urban setting, particularly when located along major thoroughfares. Many community parks are contiguous to linear parks that connect them with residential neighborhoods. Community parks frequently contain major lighted athletic facilities used for scheduled leagues and tournaments. Community parks may also contain recreation centers and are usually located adjacent to senior high schools, high schools, and middle schools. As demand continues to grow for features such as dog parks, skate parks, and other emerging recreation activities, community parks will most likely be used to provide these services. New facilities will need to be carefully located and designed so that they do not conflict with existing uses and facilities at a given park or adjacent development.

Open Space Preserves

Open space preserves serve active and passive recreational needs and provide for cultural activities as well. These facilities preserve ecologically sensitive areas and provide opportunities for interaction with the natural environment. Therefore, any improvements at these parks must be carefully integrated into the environment and intensive uses such as athletic facilities should not be included. ~~There are three open space preserves in Plano.~~ Arbor Hills Nature Preserve in western Plano, along with Bob Woodruff Park, and Oak Point Park and Nature Preserve in eastern Plano **serve as the three open space preserves within the city.** In addition to public open spaces, Connemara, a private regional nature preserve, provides permanent open space in north central Plano.

Special Use Areas

Special Use Areas are varied and unique in size, use and design. These areas include facilities such as museums, cemeteries, memorials and urban plazas. This classification also includes parks that do not readily fit within the other park categories such as tennis centers and facilities located on school property. There are 44 **nine** special use areas in Plano.

Golf Courses

The provision of municipal public golf courses is common with cities throughout the United States. The City of Plano has two golf courses: **Pecan Hollow and Ridgeview Ranch. Pecan Hollow, an 18 hole course, is owned and operated by the city.** ~~The city owns and operates the 18 hole Pecan Hollow Golf Course.~~ Ridgeview Ranch Golf Course was built on city park land by a private developer and is operated under a long term lease agreement. This relationship allowed the city to provide a second 18 hole golf course to the public without incurring the initial expense of constructing the course.

Completion of the Parks System

The City of Plano currently has over 3,830 acres of park lands. Acquisition of park land is nearing completion as the city needs an additional 262 acres to serve a population of 270,000 people. This acreage is based on national standards (15 acres per 1,000 population) and community input. However, there are some remaining tracts of land that are critical to the overall park system including two key community park locations.

These facilities will provide open space in areas of Plano that are currently underserved. One of these proposed community parks is approximately 100 acres along White Rock Creek adjacent to the intersection of Spring Creek Parkway and Windhaven Parkway. The second location consists of approximately 60 acres near the intersection of Alma Drive and Park Boulevard. Acquisition of these sites will provide a more balanced distribution of park land throughout the city and should be completed at the earliest possible date. Table 1 on the next page contains park land projections while Table 2 is a projection of needed Parks and Recreation facilities.

Goals for parks and recreation facilities that were established at the beginning of Plano's rapid growth in the 1960's and 70's have been continuously updated and implemented. Accomplishing these goals has required an ongoing commitment from elected officials, appointed boards and commissions, city staff, and residents. Completion of the Plano's park system requires continued commitment of all the city's recreation stakeholders.

Through an ongoing process of community input and benchmarking against other cities around the country, Plano has established a general guideline of providing at least 15 acres of park land for every 1,000 residents. Neighboring cities and Collin County have adopted similar goals and this standard is consistent with best practices of cities around the country. As of January 1, 2013, Plano had a population of 264,910 residents and 4,002 acres of parkland, which meets the goal for acres of park land per 1,000 residents. The additional park sites and facilities included in the 2012 Park Master Plan will be necessary to complete the city's park system and serve a projected population of 280,000 residents.

In the last five years, the city has completed acquisition of the 117 acre Windhaven Meadows Park and the 51 acre South Central Community Park Site. These two sites provide open space in previously underserved areas of the city. One large tract of land is required along Rowlett Creek in order to complete Plano's section of the regional Rowlett Creek Greenbelt. In addition, there are many small parcels of land needed in order to complete the city's trail system. Failure to acquire the land will result in gaps in the trail system and missed opportunities to connect to adjacent cities, in accordance with the Six Cities Trail Plan and the Collin County Regional Trail Plan.

Additional land may also be needed to serve new residential development in areas of the city previously zoned for other uses. Specific details of the proposed development and proximity to existing parks should be studied when the rezoning request is submitted to ensure new residents receive the same quality and availability of facilities as existing residents.

The Parks and Recreation Department shall identify and prioritize projects required to complete the city's park system. Projects receiving the highest priority should be considered for inclusion within the fiscal year budget proposals and future bond elections.

Plano residents approved a bond referendum in 2009, which provided \$48,650,000 in bond authority for park improvements and \$24,100,000 in bond authority for recreation center improvements. Several of those projects have been delayed due to lack of funding to support the staffing, operation and maintenance of those facilities. In 2013, residents approved an additional bond referendum, which provides \$27,000,000 in bond authority for park improvements and \$12,500,000 in bond authority for recreation center improvements. Both of these programs include funding for new facilities as well as funding for renovation or expansion of existing facilities. The projects included in these bond referendums are listed in Appendix C.

In addition to completing land acquisitions and construction of major facilities, it will be important for Plano to move forward with finalizing the development of individual parks within the park system. Additional trees, shade structures, sidewalks, and other amenities are still needed in many parks throughout the city. Rapid growth in previous decades spread resources thin and many parks received only basic improvements. Tables 1 and 2 contain projections for additional park land and facilities, respectively.

**Table 1
Park Land Projections**

| | Current | | Projected Needs for Build-out Population of 270,000 280,000 | |
|--|--------------------------------|---|--|---|
| | No. | Acres | No. | Acres |
| Open Space Preserves | 3 | 1,324.13 <u>1323.87</u> | 3 | 1,350.00 |
| Community Parks | 22 <u>23</u> | 1,120.65 <u>1280.05</u> | 23 <u>24</u> | 1,275.00 <u>1487.00</u> |
| Golf Courses | 2 | 461.06 | 2 | 461.06 |
| Linear Parks | 14 <u>15</u> | 629.27 <u>638.58</u> | 14 <u>15</u> | 700.00 <u>721.00</u> |
| Neighborhood Parks | 31 | 249.13 <u>256.07</u> | 32 | 260.00 <u>261.00</u> |
| (Neighborhood Parks within Other Parks) | *(24) | *(168) | *(24) | *(168) |
| Special Use Parks | 11 <u>9</u> | 46.57 <u>42.7</u> | 11 <u>9</u> | 46.57 <u>42.7</u> |
| TOTAL | 83 | 3,830.84 <u>4,002.33</u> | 85 | 4,092.63 <u>4,322.76</u> |

Current and projected park land acres exceed 15 acres per 1,000 population.
* These numbers are already included in totals for other parks.

Source: City of Plano Parks and Recreation Department

**Table 2
Park and Recreation Facility Projections**

| Facility | Current | Projected Needs for Build-out Population of 270,000-280,000 |
|---|--------------------------|--|
| <i>Amphitheaters</i> | 1 | 1 |
| <i>Athletic Fields:</i> | | |
| <i>Ball Fields</i> | 64 <u>71</u> | 79 <u>59</u> |
| <i>Cricket Pitches</i> | 7 | 8 <u>12</u> |
| <i>Turf Sports Fields*</i> | 99 <u>110</u> | 115 <u>112</u> |
| <i>Championship Youth Ball Parks</i> | 1 | 1 |
| <i>Dog Parks</i> | 1 | 3 |
| <i>Frisbee Golf Holes</i> | 9 | 18 |
| <i>Golf Courses:</i> | | |
| No. of Holes | 36 | 36 |
| <i>Group Camping Area</i> | 0 | 4 |
| <i>Park Centers</i> | 0 | 1 |
| <i>Performance Theaters Venues</i> | 2 | 2 |
| <i>Playgrounds</i> | 60 <u>72</u> | 63 <u>76</u> |
| <i>Recreation Centers:</i> | | |
| School-Based | 2 <u>0</u> | 1 <u>0</u> |
| Stand-Alone | 4 <u>5</u> | 5 |
| <i>Recreational Trail Miles</i> | 50 <u>70</u> | 75 <u>95</u> |
| <i>Reservation Pavilions</i> | 40 <u>11</u> | 14 |
| <i>Sand Volleyball Courts</i> | 5 <u>8</u> | 41 <u>14</u> |
| <i>Senior Recreation Centers</i> | 1 | 1 |
| <i>Skate Parks</i> | 0 | 2 |
| <u>Outdoor Spray Grounds</u> | <u>0</u> | <u>3</u> |
| <u>Off-Road Bicycle Trails</u> | <u>1</u> | <u>2</u> |
| <i>Swimming Facilities:</i> | | |
| Indoor | 3 <u>4</u> | 5 |
| Outdoor | 3 <u>4</u> | 4 |
| <i>Tennis Facilities:</i> | | |
| Tennis Center Courts | 21 | 21 |
| School Courts Lighted | 30 <u>21</u> | 60 <u>21</u> |
| School Courts Unlighted | 54 <u>63</u> | 24 <u>63</u> |

* Turf Sports fields are used for football, soccer, lacrosse, rugby, and other similar sports.

Source: City of Plano Parks and Recreation Department

~~The other remaining acquisitions primarily relate to the trail and greenbelt system. Undeveloped land is disappearing quickly. It will be critical to acquire additional creek corridors as development occurs to complete Plano's trail connections. These remaining properties will also facilitate connections to trail systems in adjacent cities.~~

Despite the city's best efforts to plan in advance for the long term recreational needs of the community, unexpected opportunities and challenges will arise. Flexibility will be critical as changing demographics and other trends place unexpected demands on the city's **Plano's** recreational assets. The city should strongly consider opportunities that may arise to acquire land, buildings, or other facilities that will address new recreation demands or further the preservation of open space.

In contrast, the city may be asked to assume ownership and/or maintenance of private amenities such as swimming pools and common areas in residential subdivisions. In most cases, these facilities are not appropriately designed, located, and sized to meet the requirements for public facilities. Although such facilities may be a financial burden to a homeowners' association, the city should not accept such donation merely to relieve another entity of a financial burden.

Objectives for Theme II - City of Organized Development

- **Objective B.1** Provide for a wide range of passive, active, formal and informal recreation activities in appropriate locations across the city.
- **Objective B.2** Use neighborhood parks as a focal point and activity centers for Plano's residential areas.
- **Objective B.3** Use linear parks to link key public and private activity centers with residential areas.

Strategies for Theme II - City of Organized Development

- **Strategy B.1** Develop and maintain a comprehensive program of parks and recreation facilities based on the park classification system and master plan that includes current facilities and approximate locations for future facilities.
- **Strategy B.2 Evaluate zoning changes that may affect the location and demand for parks and recreation facilities in areas not previously identified on the Park Master Plan.**
- **Strategy B.3 Identify and prioritize projects required to complete the park system for inclusion in the Community Investment Program (CIP) fiscal year budget and future bond elections.**
- **Strategy B.34** Prevent unnecessary demands on park and recreation resources by refusing private donations of open space or facilities that do not conform to the objectives and strategies of the Comprehensive Plan or address unanticipated gaps and shortages in the system.
- **Strategy B.25** Acquire remaining properties to complete the trail system within Plano and link with systems in other cities.

- **Strategy B.46** Strongly consider the acquisition of land, buildings, and other facilities not specifically identified in the Parks and Recreation Element, if they can meet changing needs of the city.

THEME III - CITY IN TRANSITION

Changing Demographics

Demographic data for Plano from the U. S. Census Bureau indicates that the city's population ~~is changing~~ **continues to change**. The percentage of the population that identified themselves as a member of a minority ethnicity or race has increased from 8.5% in 1980 to ~~27.8%~~ **41.6%** in ~~2000~~ **2010**. Foreign born populations are increasing in Plano and many American suburbs.

Many immigrants now move directly to the suburbs rather than central cities like Dallas to take advantage of the educational and economic opportunities found there. Plano residents born outside of the United States increased from 7.5% in 1990 to ~~47.1%~~ **24.5%** in ~~2000~~ **2010**. Another national trend is an aging population. This trend is also on the rise in Plano where the median age increased from 27.4 years in 1980 to ~~34.4~~ **37.2** years in ~~2000~~ **2010**. It is projected that by 2020, ~~almost 50%~~ **over 45%** of the city's residents could be over the age of 45 years.

The city ~~should~~ **shall** continue to monitor demographic and social trends of its residents as they will ~~impact~~ **affect** the type of facilities and services the Parks and Recreation Department provides. ~~The U.S. Census bureau has created a new demographic tool, the American Community Survey which will provide more up to date demographic information than the current 10 year census counts. Beginning in the fall of 2006, Plano should receive updated demographic data on an annual basis.~~ **Demographic data from the U.S. Census Bureau's American Community Survey is available for Plano on an annual basis, providing updated population characteristics between decennial censuses.** It ~~will~~ **is** also be important to continue to learn about changing expectations and values of the city's population through local research.

Changing demographics have an impact on Parks and Recreation programing and facilities. Plano is now providing services and facilities that it did not consider in past decades. Cricket pitches have been added to athletic sites and table tennis and badminton have become popular activities at recreation centers. Passive outdoor spaces are often used for tai chi and other similar activities.

The existing Senior Recreation Center is experiencing overcrowding and additional space is needed for a growing number of older senior adults. At the same time, industry trends and research suggest aging baby boomers may not be ready to use the Senior Recreation Center for many years. Their preference to continue using the city's other recreation centers is creating a demand for changing programing and equipment at these facilities to serve residents of all ages.

Many people who played youth soccer have now reached adulthood and created a demand for adult soccer opportunities. Changing lifestyles and family dynamics have significantly increased parking demands at athletics sites as parents, grandparents, and other family members may all drive in separate vehicles to watch children participate in sporting events.

Changing Recreation Needs

Changing demographics impact Parks and Recreation programming and facilities. Plano is now providing and/or preparing for the provision of services/facilities that it may not have considered ten years ago. Plano now has cricket pitches, a dog park and is planning for an outdoor skate park. There is also a growing demand for table tennis facilities. Soccer fields are now used to host lacrosse and rugby matches. At the same time, interest in traditional athletic activities such as baseball, basketball, football, soccer, softball and volleyball has not waned. The Parks and Recreation Department is trying to provide facilities to accommodate the new sports along with the traditional activities.

Senior centers offer programs and facilities that are uniquely designed for mature adults. However, industry trends and feedback from older residents suggest that they no longer desire a facility separate from the general population. They wish to recreate in facilities that serve all ages of the community. Due to this trend a second recreation facility dedicated solely to senior citizens is no longer planned. Instead, facilities and programs for seniors will be integrated into existing recreation centers throughout the city.

City residents have expressed the desire to incorporate high tech facilities at the city's parks. They want technological capabilities that would allow them to access the Internet or do work on their laptop computer while visiting a city park. Technology should be carefully integrated into parks so that it does not have an adverse impact on nature or other park uses.

Demographics are not the only change that can affect recreational demands; local, regional, and national recreation trends continue to have an impact on requested activities and facilities. In the most recent community survey, residents identified outdoor special events and water sports as the activities they would most like to see added to Plano's parks and recreation programing. Participation in running events such as 5k and 10k races has increased dramatically in recent years. Bicycling for exercise and recreation also continues to grow in popularity despite increased traffic and congestion on the city's roadways.

Many residents now expect high quality facilities for casual pickup games for outdoor sports such as soccer and football in the same way they have in the past for activities such as basketball or volleyball. Expectations for higher quality practice spaces have created additional demands on athletic facilities and practice areas in neighborhood parks. Demand for shade at playgrounds and over spectator seating at athletic facilities continues to grow along with the desire for additional skate parks, dog parks, spray grounds, BMX parks, fitness trails, off road bicycle trails, soft surface jogging trails, and spaces for fitness

boot camps. Demands for multiuse trails near employment centers have also increased in recent years.

Another major trend that is affecting Plano's parks is the large number of non-residents using the city's athletic facilities. Over the last several decades, Plano has constructed many high quality athletic facilities to serve a growing number of youth sports participants within the city. In recent years, the percentage of non-resident users has increased dramatically. This may be attributed to rapid growth in neighboring cities and the inability of these communities to provide facilities for their residents along with the regional nature of many sports organizations and leagues.

Technology continues to change the way we live, work and play. Bicycle routes are now identified on Google Maps and community input forums are available on-line. Face Book, Twitter and other social media provide new opportunities for communications with the public. Signs with Quick Response (QR) codes provide interactive data that can be accessed by cell phones and other mobile devices while meetings and classes can be attended without leaving the home or office. Parks and recreation facilities, programming and equipment will need to continuously adapt to technological innovations.

Parks and recreation facilities also contribute to quality of life through preservation of health. People of all ages tend to lead a more sedentary lifestyle than in past years. The provision of recreation facilities, parklands, and trails provides Plano residents an opportunity to embrace a healthier lifestyle through engaging in physical activities and exercise.

The Parks and Recreation Department shall research trends and participate in a variety of public feedback exercises to determine services and programs desired by city residents. These activities will be ongoing for the department to plan and fund modifications to services and facilities as customer demand changes. Alterations to facilities and programs should be assessed and prioritized to respond to the highest recreation demand.

Expansion versus Maintenance **Expansion versus Renovation and Maintenance**

~~Plano is transitioning from a growing city to a maturing city. Though most of the city has been developed, there is still more park facilities needed. This creates a tension for funding to maintain existing parks and providing new facilities. Additional facilities such as two community parks, athletic fields, and lighted tennis courts are still needed. A new recreation center will soon be under construction. The 800 acre Oak Point Park and Nature Preserve will also be developed in the near future with trails, picnic areas, and a park center that will contain a visitor center, recreation classrooms and retreat facilities.~~

~~Older facilities are in need of maintenance and renovation. A program should be developed that identifies and prioritizes needs of the existing parks and recreation facilities. These facilities must be updated to adapt to the changing service needs of the city's population. Work is required to enhance older park facilities and make them attractive for use by future generations. Existing parks and facilities are experiencing~~

~~significantly more use due to increased population which generates the need for more maintenance. New construction within existing parks and new recreation programs and events will also generate new maintenance and operational demands that cannot be met with existing resources. This is due to increased costs to maintain and operate more facilities.~~

Plano has transitioned from rapid growth to a more established city. Although private development within the city has slowed, the parks system is still not complete. Slower growth and decreased revenues have made it difficult to fund the operating cost of new facilities. Major improvements still needed to meet the community's recreational demand include: development of two new community parks, an indoor pool, expansion of the Senior Recreation Center, skate parks, additional dog parks, athletic facilities, recreational trails, and facilities at Oak Point Park and Nature Preserve.

A number of existing parks and recreation facilities have been in use for over 30 years and need maintenance and renovation. A few examples of some sites in need of updating in the near future include Carpenter Park, Jack Carter Pool, and High Point Tennis Center. The demand for new facilities and the need for renovation of existing facilities create a tension in funding priorities. It will be important for the city to continue to plan for the maintenance and renovation of existing assets while at the same time completing development of new facilities.

Maintenance and improvements of existing facilities shall be reviewed and prioritized for inclusion in the city's budget and future bond elections. Resident feedback should be a factor to identify facilities in need of updating and amenities necessary to improve existing facilities. Proposed improvements must be examined to determine if funding is available for staffing, operations, and future maintenance costs before projects are selected and recommended for fiscal year budgeting, future bond elections, and implementation.

Sharing/Privatization/Innovation

~~As Plano matures, revenues will begin to level off due to a reduction in new development activity. This will make it more difficult to secure funding to maintain and expand parks and recreation facilities. It will be important to explore the possibility of sharing facilities with other local government entities and to examine public/private partnerships that can increase efficiency while still providing high quality services and facilities. Adaptive reuse of public and private facilities should be considered to meet emerging recreation needs.~~

~~The city has had a policy of sharing both indoor and outdoor recreation facilities with local school districts for many years. Collin County is also beginning to provide for some recreational needs of Plano residents through the Collin County Youth Camp. There are also some private organizations that specialize in the provision of recreational activities. It will be important to inventory other public and private recreation facilities to determine if duplication is occurring. Partnerships with other public and private organizations and the identification and utilization of innovative funding and service techniques should be considered to offset limited resources in the future.~~

As Plano continues to mature, revenues may not be available to support new facilities and programs. It will be important to continue to look for opportunities to share facilities with other government agencies, non-profit organizations and private businesses. The city has shared facilities and land with Plano Independent School District (PISD) and Collin County has provided funding for a number of park improvements within the City. Plano has also partnered with other recreation service vendors such as Plano Sports Authority (PSA) to construct two large indoor recreation facilities on public park land and the Boys and Girls Clubs, which now operates the Douglass Community Center.

The Parks and Recreation Department shall maintain an inventory of current services and compare the list with programs and activities offered by other public entities and private businesses in the city. The department will place emphasis on items that are deemed a part of its core business when determining what services should be added. This review will include: analysis of current market conditions, other providers or competition, and financial viability. From this assessment, a decision can be made as to investment in service provision, partnership with another agency to provide the service, or divesting of a service to ensure the most efficient use of limited resources in the future.

Park Facilities as Revenue Sources Parks and Recreation Tourism

~~There has been a growing interest in looking at ways to use our parks and recreation facilities to generate revenues. Using current facilities to host more major athletic tournaments and special events is under consideration.~~

~~Another possibility is to construct facilities specifically designed for certain types of special activities such as equestrian competition. These events could attract participants and fans from outside of Plano and generate direct revenues for the city from registration fees and ticket sales. Indirect revenues could result from sales and hotel/motel tax receipts.~~

Parks and recreation facilities have been recognized for many years for their potential to generate tourism, which provides significant economic benefits. There continues to be an interest in finding ways to use Plano's parks and recreation facilities to attract visitors to the city. The city currently hosts many regional and national athletic tournaments.

The Plano Balloon Festival at Oak Point Park and Nature Preserve attracts thousands of visitors each year. A large music festival is also being considered for Oak Point Park and Nature Preserve. Large running events such as half and full marathons are also being discussed. These types of events have the potential to generate customers for local businesses and additional tax revenues for the city, create an identity for Plano as a destination place, contribute to its image as a good place to live, and attract new residents to the city.

However, there are challenges in using park facilities for tourism such as major special events, national athletic tournaments and other potential revenue generating activities. First, the facility may require renovation to host a major event. More seating and parking to accommodate people may be required along with other facility improvements.

Second, these facilities may not be available to taxpaying residents during some of these events.

~~It will be important for the city to carefully evaluate the economic benefits derived from using local facilities for regional and national events. The revenue gained by these activities should outweigh the cost required to provide facilities and the inconvenience to those who regularly use the facilities. Revenues should also exceed the cost of additional staffing and the maintenance required to support these events.~~

The department shall evaluate the use of parks and recreation facilities for regional and national events and identify sites appropriate for particular activities. Potential revenues for the city shall be compared with the cost associated for upgrading the site and hosting the event. During the assessment process, the expenditures required to provide the facilities and the potential loss of service for other citizens shall be considered.

Water Conservation and Sustainability

Recent droughts and disruptions to the public water supply have increased awareness of the need to conserve limited water resources. Continued growth in North Texas will intensify this issue in the future. The Parks and Recreation Department has begun to upgrade irrigation controls and systems to improve their efficiency.

Pecan Hollow Golf Course is using recycled water from the adjacent sewage treatment plant for irrigation, thereby eliminating the need to use the City's potable water supply. Alternative sources of water should be considered whenever possible and financially feasible. Collection of storm water runoff and the use of deep water wells have been considered and may provide some limited possibilities in this area.

Other alternatives, such as on-site recycling of black water, should be explored as population growth in the area will increase the amount of this resource available for reuse. More efficient use of the existing water sources is the most practical step available at this time. Continued rethinking of the types of plants, trees, and ground covers used in many parks also provides opportunities to reduce water consumption as new sites are developed or renovation occurs.

Significant improvements in energy efficiency have been made in the past five years at recreation centers, swimming pools, park structures, and with security and athletic field lighting. More sustainable landscapes are being planned at parks, medians, and at public buildings. A program is being developed to begin recycling of the large volumes of litter that is generated at athletic fields and other park facilities. Maintenance practices using Conservation Buffer Zone (CBZ) concepts in floodways and natural areas have been implemented to help reduce erosion and encourage native plant growth. The Parks and Recreation Department must continue to capitalize on evolving industry knowledge and sustainable practices in a fiscally responsible manner.

Objectives for Theme III - City in Transition

- **Objective C.1** Provide for park and recreation opportunities that reflect the diverse needs of the community.
- **Objective C.2** Ensure that a balance exists between the maintenance of existing facilities and system expansion.
- **Objective C.3** Ensure long term financial stability of the city's parks and recreation facilities.

Strategies for Theme III - City in Transition

- **Strategy C.1** Examine the impact of changing demographics and changing recreation needs ~~and the impact they~~ on parks and recreation facilities and programming through research of trends and gathering public feedback. ~~Use this information to identify adjustments in the operation and design of new or updated facilities.~~
- **Strategy C.2** Identify and prioritize the needs of existing facilities versus those of proposed facilities through the annual Community Investment Program **(CIP)** budget process. Long term operations and maintenance costs should be factored into both.
- **Strategy C.3** ~~Explore improvements to the~~ Improve efficiency and cost effectiveness of providing certain programs and facilities through privatization, public/private partnerships and joint operations with other public entities. Opportunities to combine resources and create regional facilities should ~~also~~ be explored.
- **Strategy C.4** ~~Study the provision of facilities and special events that generate revenue to the city. Determine how these activities will impact the provision of programs for residents.~~ Evaluate current facilities in terms of hosting regional and national events which could attract visitors to the city and determine the costs required to complete the necessary improvements. Analyze the benefits derived from the proposed improvements and develop an operations plan to mitigate disruption of service during events.
- **Strategy C.5** Explore alternative water sources and more efficient use of existing water resources. Identify sustainable practices that can be applied to the development, maintenance, and operation of parks and recreation facilities.

Appendix A - Park Facilities and Classification System

| <u>Neighborhood Parks</u> | <u>Acres</u> | <u>Community Parks</u> | <u>Acres</u> |
|---------------------------------------|---------------|--|-----------------|
| Arrowhead Park | 6.84 | Archgate Park (8) | 49.26 |
| Blue Ridge Park | 5.02 | Carpenter Park* (8) | 106.73 |
| Buckhorn Park | 8.00 | Cheyenne Park* (5) | 24.78 |
| Caddo Park | 7.72 | Enfield Park* (8) | 50.00 |
| Capstone Park | 8.85 | Harrington Park | 16.08 |
| Clearview Park | 7.50 | Heritage Yards at Plano* (8) | 63.90 |
| Copper Creek Park | 4.00 | High Point (North) | 23.78 |
| Coyote Creek Park | 13.34 | High Point (South) | 31.63 |
| Douglass Park Site | 0.38 | Hoblitzelle Park* (6) | 147.66 |
| Eldorado Park | 6.87 | Jack Carter Park* (8) | 72.61 |
| Evans Park | 11.00 | Liberty Park* (10) | 17.00 |
| Frank W. Beverly Park | 10.34 | Moore Park | 119.50 |
| Glen Meadows Park | 2.91 | Oak Point Center | 23.92 |
| Hackberry Park | 5.00 | Old Shepard Place Park | 20.67 |
| Hidden Meadow Park | 6.78 | Preston Meadow Park* (7) | 22.85 |
| Indian Creek Park | 5.31 | Russell Creek Park* (10) | 192.19 |
| Lt. Russell A. Steindam Park | 8.29 | Schell Park* (5) | 31.37 |
| Lone Star Park | 8.27 | Sgt. Mike McCreary Sports Field | 4.77 |
| Longhorn Park | 7.00 | Shawnee Park* (8) | 43.87 |
| Parkwood Green Park | 4.13 | South Central Community Park Site | 51.10 |
| Prairie Meadow Park | 8.14 | White Rock Community Park Site | 117.30 |
| W. H. "Buzz" Rasor Park | 6.28 | Willowcreek Park* (8) | 21.74 |
| Ridgeview Park | 7.56 | Windhaven Park* (10) | 27.34 |
| Shoshoni Park | 3.11 | TOTAL | 1280.05 |
| Steeplechase Park | 18.75 | <u>City-Wide Open Space Preserves</u> | <u>Acres</u> |
| Stoney Hollow Park | 31.02 | Arbor Hills Nature Preserve* (8) | 201.12 |
| Sunset Park | 15.18 | Bob Woodruff Park* (8) (8) | 321.45 |
| Tejas Park | 10.97 | Oak Point Park & Nature Preserve * (8) | 801.30 |
| Timber Brook Park | 8.57 | TOTAL | 1323.87 |
| Wagon Wheel Park | 4.94 | <u>Special Use Facilities</u> | <u>Acres</u> |
| Westwood Park | 4.00 | Bowman Cemetery | 3.61 |
| TOTAL | 256.07 | Douglass Community Center (leased) | 1.50 |
| <u>Linear Parks</u> | <u>Acres</u> | Haggard Park* (2) | 6.43 |
| Big Lake Park* (3) | 13.04 | Heritage Farmstead Site | 3.91 |
| Bluebonnet Trail | 98.83 | High Point Tennis Center | 6.75 |
| Chisholm Trail* (5) | 84.09 | Horseshoe Park* (7) | 9.00 |
| Cottonwood Creek Greenbelt* (4) | 84.53 | Memorial Park | 8.50 |
| FM 544/Rowlett Creek Site | 20.66 | Plano Aquatic Center (leased site) | 2.00 |
| Legacy Trail* | 94.11 | Rowlinson Natatorium (leased site) | 1.00 |
| Overland Trail | 7.00 | TOTAL | 42.70 |
| Preston Ridge Trail | 87.58 | <u>Golf Courses</u> | <u>Acres</u> |
| Russell Creek Greenbelt Site | 24.16 | Pecan Hollow Golf Course | 258.98 |
| Rustic Park | 1.84 | Ridgeview Ranch Golf Club | 202.08 |
| Santa Fe Trail* (6) | 19.02 | TOTAL | 461.06 |
| Shady Brook Trail | 43.79 | | |
| Southeast Trail Site | 5.91 | | |
| Suncreek Park Site | 13.64 | | |
| White Rock Trail Park | 40.38 | | |
| TOTAL | 638.58 | TOTAL PARK ACRES | 4,002.33 |

* Indicates that a neighborhood park is contained within the facility. The number of acres devoted to the neighborhood park(s) is indicated in parentheses.

Appendix B Typical Park Features by Classification

Neighborhood Parks

- Service area - 1 square mile
- 7.5 to 10.0 acres in size
- Playground
- Picnic tables and shelters
- Unlighted athletic practice fields
- Multi-use courts
- Walking/jogging trails
- Park benches
- Adjacent to elementary schools where possible

Linear Parks

- No designated service area
- No standard size
- Recreational trails - 10 to 12 feet wide concrete
- Benches, picnic tables and drinking fountains
- Security lighting in selected locations
- May contain playgrounds and picnic shelters
- Link other parks, residential neighborhoods, schools, libraries and other facilities
- Connect to adjacent cities and to on-street bicycle routes
- Developed along creek corridors, utility easements, street right-of-ways, rail right-of-ways and other available land corridors

Community Parks

- Service area - varies, address specific community needs
- Over 25 acres in size
- Athletic facilities
- Swimming pools
- Recreation centers
- May contain dog parks, skate parks, spray grounds, disc golf courses, and other unique recreation facilities
- Passive open spaces areas
- Recreational trails
- Picnic areas with additional amenities
- May be adjacent to senior high schools, high schools and middle schools

Typical Park Features by Classification - Community Parks

- Connected to linear parks whenever possible
- Typically located on major thoroughfares

Appendix B (continued)

Open Space Preserves

- Serves the entire City
- Over 50 acres
- Located on major thoroughfares
- Focused on open space and natural resources
- May provide both indoor and outdoor facilities
- **May support large community gatherings and outdoor festivals**
- Uses and facilities that are not compatible with the environment are prohibited

Special Use Parks

- No specific size or service area
- Historic sites
- Cemeteries
- Memorials
- Facilities not located within parks
- Unique parks that do not readily fit within other park classifications

Golf Courses

- Public golf courses and associated facilities

Appendix C - Parks and Recreation Bond Authority Approved in 2009 and 2013

2009 Bond Program

Park Improvements \$48,650,000

- White Rock Creek Community Park Development- \$5,000,000
- Oak Point Park Development - \$5,000,000
- Trail Connections - \$4,000,000
- Athletic Field Renovations - \$5,000,000
- Park Improvements - \$3,000,000
- Land Acquisitions - \$15,250,000
- Athletic Field Improvements - \$3,000,000
- Arbor Hills Nature Preserve - \$400,000
- Pecan Hollow Golf Course - \$7,000,000
- Maintenance Facility Expansion - \$1,000,000

Recreation Centers \$24,100,000

- Aquatic Center Renovation - \$3,500,000
- Carpenter Park Recreation Center Expansion - \$6,000,000
- Senior Center/Wellness Center Expansion - \$7,500,000
- Oak Point Recreation Center Expansion - \$6,600,000
- Douglass Community Center - \$500,000

2013 Bond Program

Park Improvements \$27,000,000

- Recreation trails - \$8,000,000
- Oak Point Park and Nature Preserve - \$6,000,000
- Park improvements - \$7,000,000
- Carpenter Park renovation - \$6,000,000

Recreation Center Improvements: \$12,500,000

- Jack Carter Pool renovations - \$7,500,000
- High Point Tennis Center renovations - \$2,500,000
- Liberty Park Recreation Center expansion and renovations - \$2,500,000

An Ordinance of the City of Plano, Texas, amending the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the “Parks and Recreation” Element of the Comprehensive Plan as originally adopted by Resolution No. 86-11-22(R) and Resolution No. 87-9-4(R); providing procedures approving the utilization of said policy statement, map, and element as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date.

WHEREAS, the Comprehensive Plan of the City of Plano provides for regular monitoring and updating as needed; and

WHEREAS, the Parks and Recreation Element was last updated on June 12, 2006 (Ordinance No. 2006-6-15); and

WHEREAS, The Bicycle Transportation Policy Statement was last updated on August 9, 2004 (Ordinance 2004-8-49), and the Bicycle Transportation Plan Map was last updated on November 12, 2001 (Ordinance No. 2001-11-12); and

WHEREAS, the Planning & Zoning Commission has reviewed the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the “Parks and Recreation” Element of the Comprehensive Plan on September 3, 2013; and

WHEREAS, the City Council has provided an opportunity for public review and input on the proposed update to the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the “Parks and Recreation” Element of the Comprehensive Plan as a tool to provide guidance; and

WHEREAS, the City Council held a public hearing on September 23, 2013, open to all persons wishing to comment on the proposed update; and

WHEREAS, the City Council, having been presented the proposed policy statement, chapter update, and map amendment, upon full review and consideration thereof, and all matters attendant and related thereto, is of the opinion that the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the “Parks and Recreation” Element of the Comprehensive Plan should be approved, adopted and utilized by the City of Plano;

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

Section I. The Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and the “Parks and Recreation” Element of the

Comprehensive Plan, copies of which are attached hereto as Exhibit “A”, Exhibit” B”, and Exhibit “C” respectively, and incorporated herein by reference, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, is hereby approved and adopted.

Section II. The Comprehensive Plan provides a general framework of objectives and strategies for the long range development of the City. It provides a basis for establishing requirements for the development and redevelopment of public and private property, including land uses, streets, and public facilities.

Section III. Development regulations and their application should be generally consistent with the Comprehensive Plan as they relate to overall city standards and specific area or project requirements. In determining whether or not a regulation or its application is consistent with the Comprehensive Plan, the City Council, the Planning & Zoning Commission, or other City body should consider:

1. The Comprehensive Plan in its entirety;
2. Immediate or near-term constraints affecting the timing or phasing of development or redevelopment of a property in accordance with the plan;
3. The existing and planned capacities of public infrastructure and facilities serving a given site or location; and
4. Unanticipated changes in conditions or new information occurring since the last update of the plan or one of its elements or policy statements.

Section IV. This Comprehensive Plan does not constitute zoning regulations nor does it establish zoning district boundaries. In addition, adoption of the plan as attached does not require the City to rezone property or amend development standards.

Section V. The Comprehensive Plan does not obligate the City to expend funds on any of the recommendations for possible activities, projects or studies.

Section VI. The City Council may amend the Comprehensive Plan following a public hearing held before the City Council and receipt of a report and recommendation of the Planning & Zoning Commission pertaining to the amendment. The Planning & Zoning Commission shall conduct a public hearing before making its report and recommendation to the City Council. Notice of a public hearing pertaining to consideration of an amendment to the Comprehensive Plan shall be given in a newspaper of general circulation not less than ten days prior to the hearing.

Section VII. City staff is permitted to add to or modify the literary and exhibit contents of the Bicycle Transportation Policy Statement, Bicycle Transportation Plan Map, and Parks and Recreation Element with such materials as graphs, tables, indexes, maps, background materials, additional policy statements, etc., so long as they are

consistent with the policies and recommendations of the Comprehensive Plan, without the need for further City Council approval.

Section VIII. This ordinance shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED THIS 23RD DAY OF SEPTEMBER, 2013.

Harry LaRosiliere MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Bicycle Transportation Policy Statement

Description

This policy statement provides a description of the bicycle transportation system in Plano along with the major issues affecting bicycle travel. City initiatives to address these issues as well as policies to guide decision makers in the implementation of the Bicycle Transportation Plan are included. The bicycle is considered a component of the multi-modal transportation system found within Plano. As the city matures and neighboring communities continue to develop at a rapid pace, vehicular transportation within Plano could become more congested.

The bicycle is a means of transportation for trips to employment centers, transit stations, schools, libraries, shopping, parks, and recreation facilities. Bicycle transportation can also assist in the region's mandate to improve air quality. Bicycling for recreation is also important because a well-developed bicycle network is a significant contributor to the overall quality of life in a community.

This policy statement addresses the following objectives and strategies found in the Transportation Element of the Comprehensive Plan.

Objective A.1: Promote regional efforts to improve air quality and address transportation issues in the Metroplex.

Strategy A.2: Work closely with federal, state and regional agencies to provide for a range of transportation options to meet the changing needs of Plano residents.

Objective A.3: Provide Plano residents with a variety of transportation options.

Objective B.4: Promote safe and accessible recreational and destination oriented bicycle use.

Strategy B.8: Develop and maintain a system of bicycle routes and recreational trails for destination and recreational use that lead to cultural attractions and employment areas, mass transit facilities, and residential neighborhoods.

Strategy C.3: Participate in the development and implementation of the North Central Texas Council of Governments (NCTCOG) Regional Transportation Plan and other regional coordination programs.

Background

The City of Plano has a Bicycle Transportation Plan that identifies on-street bicycle routes and shared use paths. The plan was first approved by City Council in 1986 with updates in 1993 and 2001. Many of these facilities are in existence today while others are in the planning and engineering stages. There are three types of designations for bicycle facilities found on the Bicycle Transportation Plan Map:

Shared Use Paths

Shared use paths are paved, off-street paths. While they are an essential component of the bikeway network, these facilities are also used by roller skaters, skateboarders, kick scooters, walkers, runners, wheelchair users, people pushing baby strollers, and walking dogs. The majority of shared use paths are located within parkland, but some are also in the road rights-of-way and on private property via easement agreements. The Bluebonnet, Chisholm, and Preston Ridge Trails are three existing shared use paths that cross major portions of the city. Future plans call for additions to these paths as well as new paths along the Rowlett Creek and White Rock Creek corridors.

On-street Bicycle Routes

An on-street bicycle route is a road or a series of roads identified for bicycle use due to lower volumes of traffic, lower speed limits, or direct connection to neighboring cities' routes. On-street bicycle routes are identified for their strategic connections to shared use paths, schools, libraries, recreation centers, Dallas Area Rapid Transit (DART) bus and rail transit stops, shopping, and places of employment.

On-street bicycle routes have signage to show bicyclists how to navigate through the city primarily away from major thoroughfares. The signage also lets motorists know that bicyclists will be present on those routes.

Regional Bicycle Network (Regional Veloweb)

This network, called the Regional Veloweb, is proposed by the North Central Texas Council of Governments (NCTCOG) and is intended to link bicycle networks from multiple cities throughout the Dallas-Fort Worth region. The Regional Veloweb is a 1,668 mile network of shared use paths and on-street bicycle routes that are being coordinated to provide bicycle connectivity in the region.

Plano's Bluebonnet and Preston Ridge Trails are designated as a part of the Regional Veloweb along with proposed bikeways adjacent to Rowlett Creek and the DART railroad rights of way that follow the Union Pacific and Cotton Belt Railroad alignments. These bikeways are also identified in the Collin County Regional Trails Master Plan and a local regional bicycle network plan known as the Six Cities Trail Plan sponsored by the cities of Allen, Frisco, Garland, McKinney, Plano, and Richardson.

Analysis

One major issue regarding bicycle transportation in Plano is crossing the highway systems surrounding the city. U.S. Highway 75 and the Dallas North Tollway provide access to Plano from the rest of the Dallas-Fort Worth region. However, the expressways pose an east-west barrier to bicyclists due to heavy vehicular traffic and turning movements at major thoroughfare intersections with service roads. Likewise, the Sam Rayburn Tollway and the President George Bush Turnpike also make it difficult for bicyclists trying to connect between bikeways in Plano and adjacent cities to the north and south. In order for the Regional Veloweb to function and for Plano's bikeways to interconnect with those in neighboring cities, barrier issues must be addressed.

Another major issue for bicycle transportation in Plano is the available land space for shared use path construction. Paths are primarily built on parkland, and because parkland is limited, the reach of paths is limited. Recently, the city has added some paths in the road right of way, where possible. The city is also making trail connections across private lands and utility corridors that require owner consent and easement agreements. The process of obtaining easements with owners is often a very long one and can be costly.

City Initiatives

In 2012, the city implemented a project to install signage for the on-street bicycle routes. These bike routes span over 168 miles of roadway and are signed with approximately 2,600 signs.

Improvements for east-west connections of U.S. Highway 75 are underway. A project is currently in the engineering phase for bikeway improvements along 15th Street at U.S. Highway 75 to provide an improved connection from the southernmost point of Chisholm Trail along 15th Street under U.S. Highway 75 into downtown. Another project being engineered is bikeway improvements of the Park Boulevard overpass at U.S. Highway 75. A connection will be made from Chisholm Trail at Enterprise Drive along the overpass to the Parker Road DART station at Archerwood Lane. Recently, a shared use path connection was completed joining the cities of Plano and Allen, north of Legacy Drive, for a crossing under U.S. Highway 75 at Rowlett Creek. Plano installed the bridge over Rowlett Creek, while the city of Allen installed the tunnel under the DART rail right-of-way.

Additionally, several improvements for north-south connections of the President George Bush Turnpike and the Sam Rayburn Tollway are in the planning phases. One project will connect Chisholm Trail south to Richardson at Alma Drive and the Bush Turnpike. Another project will connect Preston Ridge Trail south to Dallas at Ohio Drive and the Bush Turnpike. Finally, a third project will connect a portion of Plano to Allen and Frisco at Custer Road and the Sam Rayburn Tollway via Rowlett Creek. All three projects involve the acquisition of easements on private land to make the connections.

Policy Statements

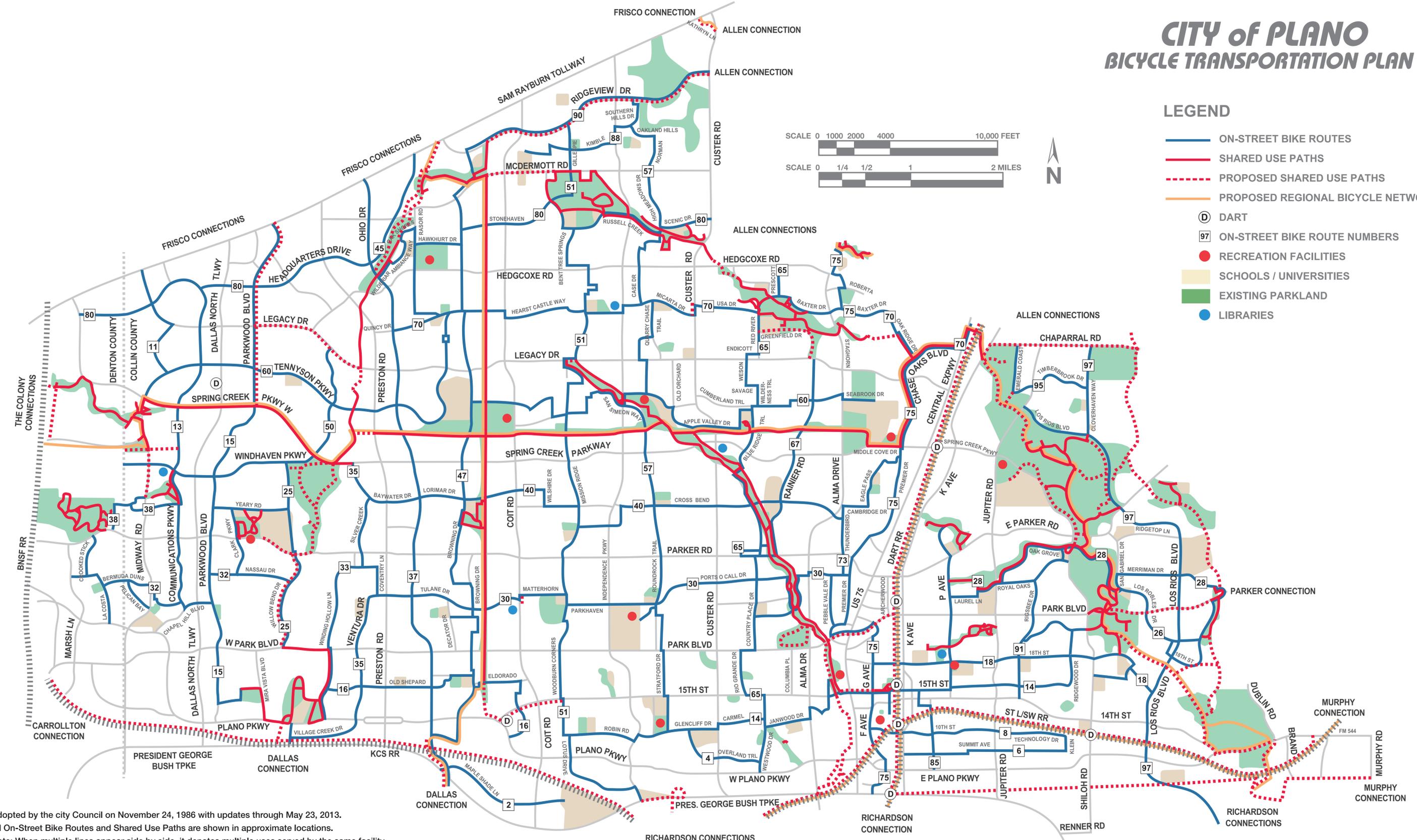
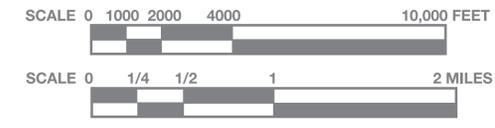
The following is a list of policy statements that should be used for implementation of the Bicycle Transportation Plan as described above:

1. Develop and maintain an interconnected network of bikeways, made up of both on-street bicycle routes and shared use paths, as designated on the Bicycle Transportation Plan to provide access to transit, schools, libraries, parks, recreation facilities, shopping, employment, and other cities.
2. Develop and maintain a system of bikeways with appropriate signs, signalization, or grade-separations to ensure safe roadway crossings.
3. Develop and update educational materials that inform motorists and bicyclists about the city's Bicycle Transportation Network and its proper use on a regular basis.
4. Encourage employers to implement trip reduction programs and provide bicycle storage facilities and changing rooms for employees who commute to work by bicycle.
5. Encourage bicycling within the city with a bicycle network map and way finding signage.
6. Encourage the installation of adequate, safe and secure bicycle storage at transit facilities.
7. Designate a law enforcement liaison to the cycling community.
8. Implement enforcement of the Safe Passing Ordinance.
9. Study and evaluate the effectiveness of bikeway crossings of all roadways including highways, and where bikeways interconnect with neighborhoods, transit, education, recreational, commercial and cultural facilities and other bicycle facilities in surrounding cities.
10. Measure the amount of usage taking place on bikeways in the community.

CITY of PLANO BICYCLE TRANSPORTATION PLAN

LEGEND

- ON-STREET BIKE ROUTES
- SHARED USE PATHS
- - - PROPOSED SHARED USE PATHS
- PROPOSED REGIONAL BICYCLE NETWORK*
- D DART
- 97 ON-STREET BIKE ROUTE NUMBERS
- RECREATION FACILITIES
- SCHOOLS / UNIVERSITIES
- EXISTING PARKLAND
- LIBRARIES



Adopted by the city Council on November 24, 1986 with updates through May 23, 2013.
 All On-Street Bike Routes and Shared Use Paths are shown in approximate locations.
 Note: When multiple lines appear side by side, it denotes multiple uses served by the same facility.
 *North Central Texas Council of Governments Regional Veloweb

COMPREHENSIVE PLAN PARKS AND RECREATION ELEMENT

PURPOSE

The purpose of the Parks and Recreation Element is to provide a general, visionary document to guide decision makers regarding issues related to Parks and Recreation facilities. The element identifies the key factors, trends and issues affecting parks and recreation and establishes objectives and strategies to address them. It also includes a Master Plan for parks that identifies existing properties and facilities and general locations for future facilities.

MAJOR THEMES

Theme I - Livable City

The City of Plano is nationally recognized for the provision of excellent services and facilities. “Livable City” focuses on the attributes of the parks and recreation system that enhance the quality of life of the city.

Theme II - City of Organized Development

The Parks and Recreation Department has a wide range of properties and facilities throughout the city. The City of Organized Development section defines the components of Plano’s parks and recreation system and establishes a framework for its development.

Theme III - City in Transition

The City in Transition section is all about change. Most of the land in the city has been developed. The composition of Plano’s population is changing. This section of the element will explore how changes in the city’s population and development trends will impact service provision, facility requirements, funding, and property acquisition.

THEME I - LIVABLE CITY

Recreational Opportunities

The City of Plano provides a wide range of active and passive recreational facilities for its residents. One can enjoy a scenic nature preserve; hike or bike along an extensive trail system; play in an organized athletic league; or work out in a weight room. Plano’s parks and recreation facilities are designed to support active healthy lifestyles and enhance the community’s visual appearance. The city should continue to explore options to acquire and develop park facilities that are in close proximity to residential areas. These facilities should be consistent with the park hierarchy described in Theme II.

Community Gathering Places

Social interaction is a critical consideration when developing a city. Parks and recreation facilities near residential areas provide a place for people to gather and interact in formal and informal settings. The recreation centers have rooms that can be used to host formal meetings for organizations. Water features, park benches, picnic

areas and pavilions are amenities that can encourage informal social interaction. The city should emphasize the importance of parks and recreation facilities as “community building” tools that bring people together in a variety of settings.

Open Space

Abundant open space within a city enhances quality of life. Open spaces such as parks and natural areas provide relief from the built environment. Some of Plano’s parks and natural areas offer scenic vistas for people traveling along the major travel routes of the city. Landscaped medians and right-of-ways often enhance and extend the feeling of open space in the community. Plano’s nature preserves are a source of the city’s heritage and a glimpse of how the area may have appeared before human settlement. They also provide an opportunity to connect with and learn about the natural environment and ecologically sensitive areas. Although opportunities are limited, the city should continue its efforts to acquire and utilize properties that preserve natural features and make them available to the community.

Parks as an Urban Design Component

The locations of park facilities in Plano have been incorporated into the urban design framework of the city. Linear parks preserve the city’s natural areas adjacent to creek corridors and link schools, recreational facilities, and residential neighborhoods. Trails within linear parks connect with on-street bicycle routes and to trails in adjacent cities to serve as an alternative transportation network within the area. Parks located near schools in the heart of Plano’s residential neighborhoods serve as community gathering places. Nature preserves protect the wooded areas of the city that are located within the floodplains of major creeks.

Objectives for Theme I - Livable City

- **Objective A.1** Encourage healthy lifestyles through the provision of recreation facilities and activities.
- **Objective A.2** Provide places for social interaction and community gatherings.
- **Objective A.3** Provide for relief from the built environment through the acquisition and maintenance of open areas and natural settings.

Strategies for Theme I - Livable City

- **Strategy A.1** Develop and maintain a comprehensive system of park, recreational, fitness, athletic, and sports facilities, and programs that keeps pace with the city’s changing demographics.
- **Strategy A.2** Provide for indoor and outdoor facilities that support formal gatherings and organized events.
- **Strategy A.3** Design and locate park facilities that encourage informal gatherings. Elements such as water features, pavilions, seating areas and courtyards can help bring people together.

- **Strategy A.4** Provide open spaces, trails, and other facilities that support informal activities.
- **Strategy A.5** Provide park areas that create scenic vistas from major routes of travel in the city.

THEME II - CITY OF ORGANIZED DEVELOPMENT

Park Hierarchy and System Planning

Plano's park and open space system consists of five classifications: neighborhood parks, linear parks, community parks, open space preserves, and special use areas. The city also has standards based on population that have been used to determine the amount of parkland, number of park facilities, athletic fields, and recreation facilities required to meet the demand of Plano's projected population.

Appendix A provides a listing of parks by classification. Appendix B is a general list of amenities found within the different classifications of parks.

Neighborhood Parks

A total of 31 neighborhood parks serve Plano's residential areas with a variety of passive and active recreational places. These parks are typically seven to ten acres in size and serve residential neighborhoods found throughout the city. This neighborhood setting is characterized by a land area of approximately one square mile bounded by six-lane divided thoroughfares with school and park sites near the center, low-density housing on the interior, medium- and high-density housing along the edges, and office and retail operations at the intersections of the major thoroughfares where they serve other neighborhoods, as well.

Wherever possible, neighborhood parks have been combined with elementary schools to maximize the use of both facilities. Combined neighborhood parks and schools provide for shared parking, ball fields, playgrounds and other facilities. This helps the parks better serve as gathering places for the residential neighborhoods.

Neighborhood parks can play an important role in urban design. They function as activity centers and focal points for neighborhoods (see Urban Design element). One of the issues for neighborhood parks is making these facilities more appealing. The Parks and Recreation Department is addressing this issue by continuing to plant large trees to improve shade throughout the park system and studying other ways to make the neighborhood parks more inviting and amenable to serve group activities.

Linear Parks

The city has 15 linear parks that serve as links between residential areas, schools, libraries and other park facilities. They also provide practical alternatives for land that would otherwise go unused. Linear Parks are located within creek corridors, major utility easements, street right-of-ways and rail corridors. They provide breaks in the urban development pattern, conserve ecologically unique areas, and provide long stretches of open space and recreational trails. Some greenbelts lack land outside of the flood plain. As a result, they are often unusable during rainy periods and their

slopes limit recreational activities within them. Additional land, where possible, should be acquired along creek corridors to enhance the usability of linear parks.

Community Parks

There are 23 community parks in Plano. They are usually 25 or more acres in size and generally serve a three mile radius or specific community needs. Community parks have active and passive recreational facilities and may also contain large passive open space areas suited to recreational trails and picnic areas beyond what is found in a neighborhood park. They also provide visual breaks in Plano's urban setting, particularly when located along major thoroughfares. Many community parks are contiguous to linear parks that connect them with residential neighborhoods. Community parks frequently contain major lighted athletic facilities used for scheduled leagues and tournaments. Community parks may also contain recreation centers and are usually located adjacent to senior high schools, high schools, and middle schools. As demand continues to grow for features such as dog parks, skate parks, and other emerging recreation activities, community parks will most likely be used to provide these services. New facilities will need to be carefully located and designed so that they do not conflict with existing uses and facilities at a given park or adjacent development.

Open Space Preserves

Open space preserves serve active and passive recreational needs and provide for cultural activities as well. These facilities preserve ecologically sensitive areas and provide opportunities for interaction with the natural environment. Therefore, any improvements at these parks must be carefully integrated into the environment and intensive uses such as athletic facilities should not be included. Arbor Hills Nature Preserve in western Plano, along with Bob Woodruff Park, and Oak Point Park and Nature Preserve in eastern Plano serve as the three open space preserves within the city. In addition to public open spaces, Connemara, a private regional nature preserve, provides permanent open space in north central Plano.

Special Use Areas

Special Use Areas are varied and unique in size, use and design. These areas include facilities such as museums, cemeteries, memorials and urban plazas. This classification also includes parks that do not readily fit within the other park categories such as tennis centers and facilities located on school property. There are nine special use areas in Plano.

Golf Courses

The provision of municipal public golf courses is common with cities throughout the United States. The City of Plano has two golf courses: Pecan Hollow and Ridgeview Ranch. Pecan Hollow, an 18 hole course, is owned and operated by the city. Ridgeview Ranch Golf Course was built on city park land by a private developer and is operated under a long term lease agreement. This relationship allowed the city to provide a second 18 hole golf course to the public without incurring the initial expense of constructing the course.

Completion of the Parks System

Goals for parks and recreation facilities that were established at the beginning of Plano's rapid growth in the 1960's and 70's have been continuously updated and implemented. Accomplishing these goals has required an ongoing commitment from elected officials, appointed boards and commissions, city staff, and residents. Completion of the Plano's park system requires continued commitment of all the city's recreation stakeholders.

Through an ongoing process of community input and benchmarking against other cities around the country, Plano has established a general guideline of providing at least 15 acres of park land for every 1,000 residents. Neighboring cities and Collin County have adopted similar goals and this standard is consistent with best practices of cities around the country. As of January 1, 2013, Plano had a population of 264,910 residents and 4,002 acres of parkland, which meets the goal for acres of park land per 1,000 residents. The additional park sites and facilities included in the 2012 Park Master Plan will be necessary to complete the city's park system and serve a projected population of 280,000 residents.

In the last five years, the city has completed acquisition of the 117 acre Windhaven Meadows Park and the 51 acre South Central Community Park Site. These two sites provide open space in previously underserved areas of the city. One large tract of land is required along Rowlett Creek in order to complete Plano's section of the regional Rowlett Creek Greenbelt. In addition, there are many small parcels of land needed in order to complete the city's trail system. Failure to acquire the land will result in gaps in the trail system and missed opportunities to connect to adjacent cities, in accordance with the Six Cities Trail Plan and the Collin County Regional Trail Plan.

Additional land may also be needed to serve new residential development in areas of the city previously zoned for other uses. Specific details of the proposed development and proximity to existing parks should be studied when the rezoning request is submitted to ensure new residents receive the same quality and availability of facilities as existing residents.

The Parks and Recreation Department shall identify and prioritize projects required to complete the city's park system. Projects receiving the highest priority should be considered for inclusion within the fiscal year budget proposals and future bond elections.

Plano residents approved a bond referendum in 2009, which provided \$48,650,000 in bond authority for park improvements and \$24,100,000 in bond authority for recreation center improvements. Several of those projects have been delayed due to lack of funding to support the staffing, operation and maintenance of those facilities. In 2013, residents approved an additional bond referendum, which provides \$27,000,000 in bond authority for park improvements and \$12,500,000 in bond authority for recreation center improvements. Both of these programs include funding for new facilities as well as funding for renovation or expansion of existing facilities. The projects included in these bond referendums are listed in Appendix C.

In addition to completing land acquisitions and construction of major facilities, it will be important for Plano to move forward with finalizing the development of individual parks within the park system. Additional trees, shade structures, sidewalks, and other amenities are still needed in many parks throughout the city. Rapid growth in previous decades spread resources thin and many parks received only basic improvements. Tables 1 and 2 contain projections for additional park land and facilities, respectively.

**Table 1
Park Land Projections**

| | Current | | Projected Needs for Build-out Population of 280,000 | |
|---|-----------|-----------------|---|-----------------|
| | No. | Acres | No. | Acres |
| Open Space Preserves | 3 | 1323.87 | 3 | 1,350.00 |
| Community Parks | 23 | 1280.05 | 24 | 1487.00 |
| Golf Courses | 2 | 461.06 | 2 | 461.06 |
| Linear Parks | 15 | 638.58 | 15 | 721.00 |
| Neighborhood Parks | 31 | 256.07 | 32 | 261.00 |
| (Neighborhood Parks within Other Parks) | *(24) | *(168) | *(24) | *(168) |
| Special Use Parks | 9 | 42.7 | 9 | 42.7 |
| TOTAL | 83 | 4,002.33 | 85 | 4,322.76 |

Current and projected park land acres exceed 15 acres per 1,000 population.
* These numbers are already included in totals for other parks.

Source: City of Plano Parks and Recreation Department

Table 2
Park and Recreation Facility Projections

| Facility | Current | Projected Needs for Build-out Population of 280,000 |
|--------------------------------------|----------------|--|
| <i>Amphitheaters</i> | 1 | 1 |
| <i>Athletic Fields:</i> | | |
| <i>Ball Fields</i> | 71 | 59 |
| <i>Cricket Pitches</i> | 7 | 12 |
| <i>Turf Sports Fields*</i> | 110 | 112 |
| <i>Championship Youth Ball Parks</i> | 1 | 1 |
| <i>Dog Parks</i> | 1 | 3 |
| <i>Frisbee Golf Holes</i> | 9 | 18 |
| <i>Golf Courses:</i> | | |
| No. of Holes | 36 | 36 |
| <i>Park Centers</i> | 0 | 1 |
| <i>Performance Venues</i> | 2 | 2 |
| <i>Playgrounds</i> | 72 | 76 |
| <i>Recreation Centers:</i> | | |
| School-Based | 0 | 0 |
| Stand-Alone | 5 | 5 |
| <i>Recreational Trail Miles</i> | 70 | 95 |
| <i>Reservation Pavilions</i> | 11 | 14 |
| <i>Sand Volleyball Courts</i> | 8 | 14 |
| <i>Senior Recreation Centers</i> | 1 | 1 |
| <i>Skate Parks</i> | 0 | 2 |
| <i>Outdoor Spray Grounds</i> | 0 | 3 |
| <i>Off-Road Bicycle Trails</i> | 1 | 2 |
| <i>Swimming Facilities:</i> | | |
| Indoor | 4 | 5 |
| Outdoor | 4 | 4 |
| <i>Tennis Facilities:</i> | | |
| Tennis Center Courts | 21 | 21 |
| School Courts Lighted | 21 | 21 |
| School Courts Unlighted | 63 | 63 |

* Turf Sports fields are used for football, soccer, lacrosse, rugby, and other similar sports.

Source: City of Plano Parks and Recreation Department

Despite the city's best efforts to plan in advance for the long term recreational needs of the community, unexpected opportunities and challenges will arise. Flexibility will be critical as changing demographics and other trends place unexpected demands on the Plano's recreational assets. The city should strongly consider opportunities that may arise to acquire land, buildings, or other facilities that will address new recreation demands or further the preservation of open space.

In contrast, the city may be asked to assume ownership and/or maintenance of private amenities such as swimming pools and common areas in residential subdivisions. In most cases, these facilities are not appropriately designed, located, and sized to meet the requirements for public facilities. Although such facilities may be a financial burden to a homeowners' association, the city should not accept such donation merely to relieve another entity of a financial burden.

Objectives for Theme II - City of Organized Development

- **Objective B.1** Provide for a wide range of passive, active, formal and informal recreation activities in appropriate locations across the city.
- **Objective B.2** Use neighborhood parks as a focal point and activity centers for Plano's residential areas.
- **Objective B.3** Use linear parks to link key public and private activity centers with residential areas.

Strategies for Theme II - City of Organized Development

- **Strategy B.1** Develop and maintain a comprehensive program of parks and recreation facilities based on the park classification system and master plan that includes current facilities and approximate locations for future facilities.
- **Strategy B.2** Evaluate zoning changes that may affect the location and demand for parks and recreation facilities in areas not previously identified on the Park Master Plan.
- **Strategy B.3** Identify and prioritize projects required to complete the park system for inclusion in the Community Investment Program (CIP) fiscal year budget and future bond elections.
- **Strategy B.4** Prevent unnecessary demands on park and recreation resources by refusing private donations of open space or facilities that do not conform to the objectives and strategies of the Comprehensive Plan or address unanticipated gaps and shortages in the system.
- **Strategy B.5** Acquire remaining properties to complete the trail system within Plano and link with systems in other cities.
- **Strategy B.6** Strongly consider the acquisition of land, buildings, and other facilities not specifically identified in the Parks and Recreation Element, if they can meet changing needs of the city.

THEME III - CITY IN TRANSITION

Changing Demographics

Demographic data for Plano from the U. S. Census Bureau indicates that the city's population continues to change. The percentage of the population that identified

themselves as a member of a minority ethnicity or race has increased from 8.5% in 1980 to 41.6% in 2010. Foreign born populations are increasing in Plano and many American suburbs.

Many immigrants now move directly to the suburbs rather than central cities like Dallas to take advantage of the educational and economic opportunities found there. Plano residents born outside of the United States increased from 7.5% in 1990 to 17.1% 24.5% in 2010. Another national trend is an aging population. This trend is also on the rise in Plano where the median age increased from 27.4 years in 1980 to 37.2 years in 2010. It is projected that by 2020, over 45% of the city's residents could be over the age of 45 years.

The city shall continue to monitor demographic and social trends of its residents as they will affect the type of facilities and services the Parks and Recreation Department provides. Demographic data from the U.S. Census Bureau's American Community Survey is available for Plano on an annual basis, providing updated population characteristics between decennial censuses. It is also important to continue to learn about changing expectations and values of the city's population through local research.

Changing demographics have an impact on Parks and Recreation programming and facilities. Plano is now providing services and facilities that it did not consider in past decades. Cricket pitches have been added to athletic sites and table tennis and badminton have become popular activities at recreation centers. Passive outdoor spaces are often used for tai chi and other similar activities.

The existing Senior Recreation Center is experiencing overcrowding and additional space is needed for a growing number of older senior adults. At the same time, industry trends and research suggest aging baby boomers may not be ready to use the Senior Recreation Center for many years. Their preference to continue using the city's other recreation centers is creating a demand for changing programming and equipment at these facilities to serve residents of all ages.

Many people who played youth soccer have now reached adulthood and created a demand for adult soccer opportunities. Changing lifestyles and family dynamics have significantly increased parking demands at athletics sites as parents, grandparents, and other family members may all drive in separate vehicles to watch children participate in sporting events.

Changing Recreation Needs

Demographics are not the only change that can affect recreational demands; local, regional, and national recreation trends continue to have an impact on requested activities and facilities. In the most recent community survey, residents identified outdoor special events and water sports as the activities they would most like to see added to Plano's parks and recreation programming. Participation in running events such as 5k and 10k races has increased dramatically in recent years. Bicycling for exercise and recreation also continues to grow in popularity despite increased traffic and congestion on the city's roadways.

Many residents now expect high quality facilities for casual pickup games for outdoor sports such as soccer and football in the same way they have in the past for activities such as basketball or volleyball. Expectations for higher quality practice spaces have created additional demands on athletic facilities and practice areas in neighborhood parks. Demand for shade at playgrounds and over spectator seating at athletic facilities continues to grow along with the desire for additional skate parks, dog parks, spray grounds, BMX parks, fitness trails, off road bicycle trails, soft surface jogging trails, and spaces for fitness boot camps. Demands for multiuse trails near employment centers have also increased in recent years.

Another major trend that is affecting Plano's parks is the large number of non-residents using the city's athletic facilities. Over the last several decades, Plano has constructed many high quality athletic facilities to serve a growing number of youth sports participants within the city. In recent years, the percentage of non-resident users has increased dramatically. This may be attributed to rapid growth in neighboring cities and the inability of these communities to provide facilities for their residents along with the regional nature of many sports organizations and leagues.

Technology continues to change the way we live, work and play. Bicycle routes are now identified on Google Maps and community input forums are available on-line. Face Book, Twitter and other social media provide new opportunities for communications with the public. Signs with Quick Response (QR) codes provide interactive data that can be accessed by cell phones and other mobile devices while meetings and classes can be attended without leaving the home or office. Parks and recreation facilities, programming and equipment will need to continuously adapt to technological innovations.

Parks and recreation facilities also contribute to quality of life through preservation of health. People of all ages tend to lead a more sedentary lifestyle than in past years. The provision of recreation facilities, parklands, and trails provides Plano residents an opportunity to embrace a healthier lifestyle through engaging in physical activities and exercise.

The Parks and Recreation Department shall research trends and participate in a variety of public feedback exercises to determine services and programs desired by city residents. These activities will be ongoing for the department to plan and fund modifications to services and facilities as customer demand changes. Alterations to facilities and programs should be assessed and prioritized to respond to the highest recreation demand.

Expansion versus Renovation and Maintenance

Plano has transitioned from rapid growth to a more established city. Although private development within the city has slowed, the parks system is still not complete. Slower growth and decreased revenues have made it difficult to fund the operating cost of new facilities. Major improvements still needed to meet the community's recreational demand include: development of two new community parks, an indoor pool, expansion of the Senior Recreation Center, skate parks, additional dog parks, athletic facilities, recreational trails, and facilities at Oak Point Park and Nature Preserve.

A number of existing parks and recreation facilities have been in use for over 30 years and need maintenance and renovation. A few examples of some sites in need of updating in the near future include Carpenter Park, Jack Carter Pool, and High Point Tennis Center. The demand for new facilities and the need for renovation of existing facilities create a tension in funding priorities. It will be important for the city to continue to plan for the maintenance and renovation of existing assets while at the same time completing development of new facilities.

Maintenance and improvements of existing facilities shall be reviewed and prioritized for inclusion in the city's budget and future bond elections. Resident feedback should be a factor to identify facilities in need of updating and amenities necessary to improve existing facilities. Proposed improvements must be examined to determine if funding is available for staffing, operations, and future maintenance costs before projects are selected and recommended for fiscal year budgeting, future bond elections, and implementation.

Sharing/Privatization/Innovation

As Plano continues to mature, revenues may not be available to support new facilities and programs. It will be important to continue to look for opportunities to share facilities with other government agencies, non-profit organizations and private businesses. The city has shared facilities and land with Plano Independent School District (PISD) and Collin County has provided funding for a number of park improvements within the City. Plano has also partnered with other recreation service vendors such as Plano Sports Authority (PSA) to construct two large indoor recreation facilities on public park land and the Boys and Girls Clubs, which now operates the Douglass Community Center.

The Parks and Recreation Department shall maintain an inventory of current services and compare the list with programs and activities offered by other public entities and private businesses in the city. The department will place emphasis on items that are deemed a part of its core business when determining what services should be added. This review will include: analysis of current market conditions, other providers or competition, and financial viability. From this assessment, a decision can be made as to investment in service provision, partnership with another agency to provide the service, or divesting of a service to ensure the most efficient use of limited resources in the future.

Parks and recreation facilities have been recognized for many years for their potential to generate tourism, which provides significant economic benefits. There continues to be an interest in finding ways to use Plano's parks and recreation facilities to attract visitors to the city. The city currently hosts many regional and national athletic tournaments.

The Plano Balloon Festival at Oak Point Park and Nature Preserve attracts thousands of visitors each year. A large music festival is also being considered for Oak Point Park and Nature Preserve. Large running events such as half and full marathons are also being discussed. These types of events have the potential to generate customers for local businesses and additional tax revenues for the city, create an identity for Plano as a destination place, contribute to its image as a good place to live, and attract new residents to the city.

However, there are challenges in using park facilities for tourism such as major special events, national athletic tournaments and other potential revenue generating activities. First, the facility may require renovation to host a major event. More seating and parking to accommodate people may be required along with other facility improvements. Second, these facilities may not be available to taxpaying residents during some of these events.

The department shall evaluate the use of parks and recreation facilities for regional and national events and identify sites appropriate for particular activities. Potential revenues for the city shall be compared with the cost associated for upgrading the site and hosting the event. During the assessment process, the expenditures required to provide the facilities and the potential loss of service for other citizens shall be considered.

Water Conservation and Sustainability

Recent droughts and disruptions to the public water supply have increased awareness of the need to conserve limited water resources. Continued growth in North Texas will intensify this issue in the future. The Parks and Recreation Department has begun to upgrade irrigation controls and systems to improve their efficiency.

Pecan Hollow Golf Course is using recycled water from the adjacent sewage treatment plant for irrigation, thereby eliminating the need to use the City's potable water supply. Alternative sources of water should be considered whenever possible and financially feasible. Collection of storm water runoff and the use of deep water wells have been considered and may provide some limited possibilities in this area.

Other alternatives, such as on-site recycling of black water, should be explored as population growth in the area will increase the amount of this resource available for reuse. More efficient use of the existing water sources is the most practical step available at this time. Continued rethinking of the types of plants, trees, and ground covers used in many parks also provides opportunities to reduce water consumption as new sites are developed or renovation occurs.

Significant improvements in energy efficiency have been made in the past five years at recreation centers, swimming pools, park structures, and with security and athletic field lighting. More sustainable landscapes are being planned at parks, medians, and at public buildings. A program is being developed to begin recycling of the large volumes of litter that is generated at athletic fields and other park facilities. Maintenance practices using Conservation Buffer Zone (CBZ) concepts in floodways and natural areas have been implemented to help reduce erosion and encourage native plant growth. The Parks and Recreation Department must continue to capitalize on evolving industry knowledge and sustainable practices in a fiscally responsible manner.

Objectives for Theme III - City in Transition

- **Objective C.1** Provide for park and recreation opportunities that reflect the diverse needs of the community.
- **Objective C.2** Ensure that a balance exists between the maintenance of existing facilities and system expansion.
- **Objective C.3** Ensure long term financial stability of the city's parks and recreation facilities.

Strategies for Theme III - City in Transition

- **Strategy C.1** Examine the impact of changing demographics and recreation needs on parks and recreation facilities and programming through research of trends and gathering public feedback.
- **Strategy C.2** Identify and prioritize the needs of existing facilities versus those of proposed facilities through the annual Community Investment Program (CIP) budget process. Long term operations and maintenance costs should be factored into both.
- **Strategy C.3** Improve efficiency and cost effectiveness of providing certain programs and facilities through privatization, public/private partnerships and joint operations with other public entities. Opportunities to combine resources and create regional facilities should ~~also~~ be explored.
- **Strategy C.4** Evaluate current facilities in terms of hosting regional and national events which could attract visitors to the city and determine the costs required to complete the necessary improvements. Analyze the benefits derived from the proposed improvements and develop an operations plan to mitigate disruption of service during events.
- **Strategy C.5** Explore alternative water sources and more efficient use of existing water resources. Identify sustainable practices that can be applied to the development, maintenance, and operation of parks and recreation facilities.

Appendix A - Park Facilities and Classification System

| <u>Neighborhood Parks</u> | <u>Acres</u> | <u>Community Parks</u> | <u>Acres</u> |
|---------------------------------------|---------------|--|-----------------|
| Arrowhead Park | 6.84 | Archgate Park (8) | 49.26 |
| Blue Ridge Park | 5.02 | Carpenter Park* (8) | 106.73 |
| Buckhorn Park | 8.00 | Cheyenne Park* (5) | 24.78 |
| Caddo Park | 7.72 | Enfield Park* (8) | 50.00 |
| Capstone Park | 8.85 | Harrington Park | 16.08 |
| Clearview Park | 7.50 | Heritage Yards at Plano* (8) | 63.90 |
| Copper Creek Park | 4.00 | High Point (North) | 23.78 |
| Coyote Creek Park | 13.34 | High Point (South) | 31.63 |
| Douglass Park Site | 0.38 | Hoblitzelle Park* (6) | 147.66 |
| Eldorado Park | 6.87 | Jack Carter Park* (8) | 72.61 |
| Evans Park | 11.00 | Liberty Park* (10) | 17.00 |
| Frank W. Beverly Park | 10.34 | Moore Park | 119.50 |
| Glen Meadows Park | 2.91 | Oak Point Center | 23.92 |
| Hackberry Park | 5.00 | Old Shepard Place Park | 20.67 |
| Hidden Meadow Park | 6.78 | Preston Meadow Park* (7) | 22.85 |
| Indian Creek Park | 5.31 | Russell Creek Park* (10) | 192.19 |
| Lt. Russell A. Steindam Park | 8.29 | Schell Park* (5) | 31.37 |
| Lone Star Park | 8.27 | Sgt. Mike McCreary Sports Field | 4.77 |
| Longhorn Park | 7.00 | Shawnee Park* (8) | 43.87 |
| Parkwood Green Park | 4.13 | South Central Community Park Site | 51.10 |
| Prairie Meadow Park | 8.14 | White Rock Community Park Site | 117.30 |
| W. H. "Buzz" Rasor Park | 6.28 | Willowcreek Park* (8) | 21.74 |
| Ridgeview Park | 7.56 | Windhaven Park* (10) | 27.34 |
| Shoshoni Park | 3.11 | TOTAL | 1280.05 |
| Steeplechase Park | 18.75 | <u>City-Wide Open Space Preserves</u> | <u>Acres</u> |
| Stoney Hollow Park | 31.02 | Arbor Hills Nature Preserve* (8) | 201.12 |
| Sunset Park | 15.18 | Bob Woodruff Park* (8) (8) | 321.45 |
| Tejas Park | 10.97 | Oak Point Park & Nature Preserve * (8) | 801.30 |
| Timber Brook Park | 8.57 | TOTAL | 1323.87 |
| Wagon Wheel Park | 4.94 | <u>Special Use Facilities</u> | <u>Acres</u> |
| Westwood Park | 4.00 | Bowman Cemetery | 3.61 |
| TOTAL | 256.07 | Douglass Community Center (leased) | 1.50 |
| <u>Linear Parks</u> | <u>Acres</u> | Haggard Park* (2) | 6.43 |
| Big Lake Park* (3) | 13.04 | Heritage Farmstead Site | 3.91 |
| Bluebonnet Trail | 98.83 | High Point Tennis Center | 6.75 |
| Chisholm Trail* (5) | 84.09 | Horseshoe Park* (7) | 9.00 |
| Cottonwood Creek Greenbelt* (4) | 84.53 | Memorial Park | 8.50 |
| FM 544/Rowlett Creek Site | 20.66 | Plano Aquatic Center (leased site) | 2.00 |
| Legacy Trail* | 94.11 | Rowlinson Natatorium (leased site) | 1.00 |
| Overland Trail | 7.00 | TOTAL | 42.70 |
| Preston Ridge Trail | 87.58 | <u>Golf Courses</u> | <u>Acres</u> |
| Russell Creek Greenbelt Site | 24.16 | Pecan Hollow Golf Course | 258.98 |
| Rustic Park | 1.84 | Ridgeview Ranch Golf Club | 202.08 |
| Santa Fe Trail* (6) | 19.02 | TOTAL | 461.06 |
| Shady Brook Trail | 43.79 | | |
| Southeast Trail Site | 5.91 | | |
| Suncreek Park Site | 13.64 | | |
| White Rock Trail Park | 40.38 | | |
| TOTAL | 638.58 | TOTAL PARK ACRES | 4,002.33 |

* Indicates that a neighborhood park is contained within the facility. The number of acres devoted to the neighborhood park(s) is indicated in parentheses.

Appendix B Typical Park Features by Classification

Neighborhood Parks

- Service area - 1 square mile
- 7.5 to 10.0 acres in size
- Playground
- Picnic tables and shelters
- Unlighted athletic practice fields
- Multi-use courts
- Walking/jogging trails
- Park benches
- Adjacent to elementary schools where possible

Linear Parks

- No designated service area
- No standard size
- Recreational trails - 10 to 12 feet wide concrete
- Benches, picnic tables and drinking fountains
- Security lighting in selected locations
- May contain playgrounds and picnic shelters
- Link other parks, residential neighborhoods, schools, libraries and other facilities
- Connect to adjacent cities and to on-street bicycle routes
- Developed along creek corridors, utility easements, street right-of-ways, rail right-of-ways and other available land corridors

Community Parks

- Service area - varies, address specific community needs
- Over 25 acres in size
- Athletic facilities
- Swimming pools
- Recreation centers
- May contain dog parks, skate parks, spray grounds, disc golf courses, and other unique recreation facilities
- Passive open spaces areas
- Recreational trails
- Picnic areas with additional amenities
- May be adjacent to senior high schools, high schools and middle schools

Typical Park Features by Classification - Community Parks

- Connected to linear parks whenever possible
- Typically located on major thoroughfares

Appendix B (continued)

Open Space Preserves

- Serves the entire City
- Over 50 acres
- Located on major thoroughfares
- Focused on open space and natural resources
- May provide both indoor and outdoor facilities
- May support large community gatherings and outdoor festivals
- Uses and facilities that are not compatible with the environment are prohibited

Special Use Parks

- No specific size or service area
- Historic sites
- Cemeteries
- Memorials
- Facilities not located within parks
- Unique parks that do not readily fit within other park classifications

Golf Courses

- Public golf courses and associated facilities

Appendix C - Parks and Recreation Bond Authority Approved in 2009 and 2013

2009 Bond Program

Park Improvements \$48,650,000

- White Rock Creek Community Park Development- \$5,000,000
- Oak Point Park Development - \$5,000,000
- Trail Connections - \$4,000,000
- Athletic Field Renovations - \$5,000,000
- Park Improvements - \$3,000,000
- Land Acquisitions - \$15,250,000
- Athletic Field Improvements - \$3,000,000
- Arbor Hills Nature Preserve - \$400,000
- Pecan Hollow Golf Course - \$7,000,000
- Maintenance Facility Expansion - \$1,000,000

Recreation Centers \$24,100,000

- Aquatic Center Renovation - \$3,500,000
- Carpenter Park Recreation Center Expansion - \$6,000,000
- Senior Center/Wellness Center Expansion - \$7,500,000
- Oak Point Recreation Center Expansion - \$6,600,000
- Douglass Community Center - \$500,000

2013 Bond Program

Park Improvements \$27,000,000

- Recreation trails - \$8,000,000
- Oak Point Park and Nature Preserve - \$6,000,000
- Park improvements - \$7,000,000
- Carpenter Park renovation - \$6,000,000

Recreation Center Improvements: \$12,500,000

- Jack Carter Pool renovations - \$7,500,000
- High Point Tennis Center renovations - \$2,500,000
- Liberty Park Recreation Center expansion and renovations - \$2,500,000



CITY OF PLANO COUNCIL AGENDA ITEM

| | | | | |
|--|----------------|----------------------------------|--|-------------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 9/23/13 | | |
| Department: | | City Secretary | | |
| Department Head | | Diane Zucco | | |
| Agenda Coordinator (include phone #): Alice D.Snyder, Ext. 7515 | | | | |
| CAPTION | | | | |
| A Resolution of the City Council of the City of Plano, Texas, nominating an individual for election to the Collin County Central Appraisal District Board of Directors; and providing an effective date. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: | 2013-14 | Prior Year (CIP Only) | Current Year | Future Years |
| | | TOTALS | | |
| Budget | 0 | 0 | 0 | 0 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | 0 | 0 | 0 |
| BALANCE | 0 | 0 | 0 | 0 |
| FUND(s): N/A | | | | |
| COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Nominating a candidate for the Collin County Central Appraisal District Board of Directors relates to the City's goal of Partnering for Community Benefit. | | | | |
| SUMMARY OF ITEM | | | | |
| Nomination for election to the Collin County Central Appraisal District Board of Directors. | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Resolution | | | | |

A Resolution of the City Council of the City of Plano, Texas, nominating an individual for election to the Collin County Central Appraisal District Board of Directors; and providing an effective date.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin County Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, each voting unit may nominate from one to five candidates in an open meeting for the position of member on the Collin County Central Appraisal District Board of Directors; and

WHEREAS, the City Council desires to nominate _____ to be placed on the ballot for election to the Collin County Central Appraisal District Board of Directors;

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

Section I. The City Council of the City of Plano, Texas, nominates the following person to be placed on the ballot for election to the Collin County Central Appraisal District Board of Directors:

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

DULY PASSED AND APPROVED this the 23rd day of September, 2013.

Harry LaRosiliere, MAYOR

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY