

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., JANUARY 26, 2004, AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: The Purpose of Plano City Government is to facilitate an outstanding quality of life for residents at a reasonable cost in taxes and fees.

EXECUTIVE SESSION

- | | | | |
|------|--|-----------|---------|
| I. | Legal Advice | Wetherbee | 10 min |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Pending Litigation
TXU/Oncor Rate Case Update | Israelson | 10 min. |
| III. | Real Estate
Moore vs. City of Plano | Gilliam | 10 min. |

PRELIMINARY OPEN MEETING

- | | | | |
|-------|---|----------|---------|
| I. | Consideration and action resulting from executive session discussion: | Council | 5 min. |
| II. | Discussion and Direction re Street Light Fixtures | Upchurch | 10 min. |
| III. | Discussion and Direction re Motorized Scooters | Rushin | 15 min. |
| IV. | Comprehensive Monthly Financial Report | McGrane | 10 min. |
| V. | Discussion and Direction re Arts of Collin County Documents | Council | 10 min. |
| VI. | Discussion and Direction re Parking Permit Issue | Council | 10 min. |
| VII. | Discussion and Direction re Council Parking Passes | Council | 10 min. |
| VIII. | Personnel Appointments
Keep Plano Beautiful Commission | Council | 10 min. |

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|-----|--|---------|--------|
| IX. | Council items for discussion/action on future agendas | Council | 5 min. |
| X. | Consent and Regular Agenda | Council | 5 min. |
| XI. | Council Reports | Council | 5 min. |
| | A. Council May Receive Information, discuss and provide direction on the following reports: | | |
| | B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees | | |

In accordance with the provisions of the Open Meetings Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.

Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Avenue L, with specially marked parking spaces nearby. Access and special parking are also available on the north side of building. The Council Chamber is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.



CITY COUNCIL

1520 AVENUE K

DATE: January 26, 2004

CALL TO ORDER: 7:00 p.m.

INVOCATION: Pastor Barry Gin
Plano Chinese Alliance Church

PLEDGE OF ALLEGIANCE: Boy Scout Troop 536
All Nations United Methodist Church

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>MISSION STATEMENT: THE PURPOSE OF PLANO CITY GOVERNMENT IS TO FACILITATE AN OUTSTANDING QUALITY OF LIFE FOR RESIDENTS AT A REASONABLE COST IN TAXES AND FEES.</p> <p><u>PROCLAMATIONS AND SPECIAL RECOGNITION</u></p> <p>Council Volunteer of the Month: Ankur Gupta</p> <p>Presentation to the City of Plano by MLK Celebration Committee for their support</p> <p>Presentation regarding area Cricket Associations</p> <p><u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</p> <p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda.</p> <p>Speakers will be notified when speaking time has expired. The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) Approval of Minutes January 12, 2004</p> <p><u>Award, Rejection of Bids/Proposals, Conditional Acceptance of Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal when applicable on the following:</u></p> <p>(b) Bid No. C026-04 to establish an annual fixed-price contract with two optional one-year renewals for illuminated street signs in the estimated annual amount of \$118,781. The initial phase of this contract will be for the purchase of illuminated street signs (LED lighting) to be installed at 27 signalized intersections along Jupiter Road, K Avenue, Highway 75, Preston Road and Dallas North Tollway.</p> <p>(c) Bid No. B031-04 for construction of Erosion Control – Pittman Creek Estates in the amount of \$254,384. This project consists of construction in creek areas at the following locations: 1909 Gardengrove Court, 1800 Carmel Drive, 3300 Rampart Drive and Aerial Sewer Crossing at Rowlett Creek.</p> <p>(d) Bid No. B134-03 – RFP for the purchase and installation of a Security Camera System for the Municipal Court in the sum of \$40,325 from CSL Technologies, Inc.</p> <p><u>Adoption of Resolutions</u></p> <p>(e) To approve the purchase of software and hardware maintenance for the Plano Public Library System for the Horizon System from Dynix, a sole-source supplier of said services, in an amount not to exceed \$63,000; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.</p> <p>(f) To authorize the City of Plano to enter into a contract with Unique Management Services, Inc. for a sum not to exceed \$25,000, for the provision of library material collections for delinquent accounts payable to the City of Plano for the Plano Public Library System; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.</p> <p>(g) To accept the findings and opinions of the annual audit; authorizing the City Manager to publish the results thereof; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	To support the creation of the Collin County Family Justice Center; authorizing the Chief of Police of the Plano Police Department to provide support of the project; and providing an effective date.	
(i)	To rename the Sesquicentennial Plaza located in Downtown Plano to the David McCall, Jr./Sesquicentennial Plaza, and providing an effective date.	
<u>Adoption of Ordinances</u>		
(j)	To amend Section 21-133(a)(1) Water and Sewer Tap Estimates Generally of Article IV. Service Charges Generally of Chapter 21, Utilities, of the Plano Code of Ordinances; to increase the current fee for water and sewer tap estimates from \$25.00 to \$40.00; providing a repealer clause, a severability clause, and an effective date.	
<u>Approval of Change Order</u>		
(k)	To McMahon Contracting, L.P., increasing the contract by \$240,903 for the Residential Slab Replacement, 2002-03, Zone N3 and P3, Change Order No. 1, (Bid No. B040-03)	
(l)	To Site Concrete, Inc., increasing the contract by \$46,950 for Alley Reconstruction No. 2, Change Order No. 1 (Bid No. B080-03)	
<u>Approval of Contract</u>		
(m)	To approve and authorize for the selection of MK Engineers to provide Professional Engineering Services for an amount not to exceed \$94,950 in connection with the design of Intersection Improvements - 2004 and authorizing the City Manager to execute all necessary documents to effectuate this contract.	
<u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u>		
<u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor.</u>		
(1)	Second reading and an ordinance to extend to December 31, 2010, the term of the franchise granted to Comcast of Plano, Inc. for ownership, operation, and maintenance of a cable communications system in the City of Plano, which currently expires on February 5, 2006; modifying the franchise agreement to revert to Comcast use of twelve unused or underutilized access channels for new services; and providing a repealer clause, a severability clause and an effective date. (First Reading approved 12-16-2003)	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	<p>Consideration of a resolution to approve an agreement by and between the City of Plano and Comcast Cable of Plano, Inc. to allow Comcast to recapture the use of 12 unused or underutilized local access channels in consideration for extending the term of the cable franchise to December 31, 2010 and continuing payments to the City of Plano Community Access Fund in the amount of \$150,000 annually through December 31, 2010; and providing an effective date.</p>	
(3)	<p>Public Hearing and consideration of an ordinance as requested in Zoning Case 2003-65 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, granting Specific Use Permit No. 533 so as to allow the additional use of a Private Club on 0.3± acre of land located on the northwest corner of K Avenue and 16th Street in the City of Plano, Collin County, Texas, presently zoned Downtown Business Government; 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, and an effective date. Neighborhood #59. Applicant: Mitchel Fonberg & Anita Beverly</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A is located on the first floor. 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>	



January 21, 2004

Pat Evans
Mayor

Steve Stovall
Mayor Pro tem

Shep Stahel
Deputy Mayor Pro tem

Scott Johnson
Place 2

Phil Dyer
Place 3

Sally Magnuson
Place 4

Jean Callison
Place 7

Ken Lambert
Place 8

Thomas H. Muehlenbeck
City Manager

**Mayor Pat Evans
City Council Members
City of Plano
Plano, TX 75074**

Honorable Mayor and City Council:

We will begin our meeting Monday evening in Executive Session with legal advice, litigation and real estate.

The Preliminary Open Meeting agenda consists of discussion and direction on street light fixtures, motorized scooters and the Comprehensive Monthly Financial Report. There is also discussion and direction on the Arts of Collin County documents, parking permit issue and Council parking passes. You have one personnel appointment to Keep Plano Beautiful.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/bn

Preliminary Open Meeting Item II.

Street Light Fixtures
Alan Upchurch/Steve Mathews



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099
<http://www.ci.plano.tx.us>

MEMORANDUM

DATE: *January 20, 2004*

TO: *Bruce D. Glasscock, Executive Director*

FROM: *Gregory W. Rushin, Chief of Police*

SUBJECT: *Proposed Ordinance to Regulate Motorized Scooters*

During the December 8, 2003 City Council Meeting, the Council directed Staff to prepare a recommendation for an ordinance to restrict the use of motorized scooters in the interest of public safety. In recent months, Police Department records indicate there have been numerous instances of safety related incidents involving motorized scooters, primarily with children. This memo provides background on the current State law and City ordinances that address motorized scooters. It also outlines the provisions of a recommended ordinance for the Council's consideration that places additional restrictions on motorized scooters.

Currently, Texas Transportation Code Section 551.301, 551.302 and 551.303 allow for electric and gasoline powered "motor assisted scooters" (40 cc and under) to be ridden on any street or highway where the speed limit is 35 miles per hour or less, or on any sidewalk. There are no restrictions regarding the age of riders or requirement that operators wear a helmet. State statutes apply the provisions in the Transportation Code applicable to the operation of a bicycle to operation of a motor assisted scooter. State law allows local governments to prohibit the operation of motor assisted scooters on streets and highways if they determine the prohibition is in the interest of safety. The law does not explicitly grant local governments authority to prohibit motor assisted scooters from sidewalks.

Currently, the Plano Code of Ordinances #2003-9-39 prohibits motorized scooters in the Downtown Business District, Government District, and Haggard Park. Ordinance #2003-9-48 also prohibits the devices on hike/bike trails and unimproved surfaces in Plano City parks. The devices may be operated on park streets and in park parking lots, except for the Haggard Park parking lot. The current restrictions in place in Plano apply to all persons regardless of age. Other area cities have also passed ordinances to restrict motorized scooters in their cities, however, there has been no consistency in the restrictions implemented in various cities.

The recommended ordinance defines "motorized scooters" as; a self-propelled device with at least two wheels in contact with the ground during operation, a braking system capable of stopping the device under typical operating conditions, a gas or electric motor forty (40) cubic centimeters or less, a deck designed to allow a person to stand or sit while operating the device, and the ability to be propelled by human power alone. This definition is consistent with the definition of "motor assisted scooters" as defined in the Transportation Code.

The most critical safety issues related to operating motorized scooters are the possibility of increased cases of serious accidents involving young riders because of their immature age, unfamiliarity with the rules of the road, and their failure to wear proper safety equipment such as helmets.

The recommended ordinance addresses these issues with the following provisions:

1. Prohibits persons younger than 18 years of age, except those with a drivers license or permit, from operating a motorized scooter on a roadway.
2. Prohibits persons younger than 18 years of age from operating a motorized scooter on a road, street or alley without a helmet.
3. Creates a custodial liability for permitting children younger than 10 years of age to operate a motorized scooter on a roadway.
4. Creates a custodial liability for permitting children younger than 10 years of age to operate a motorized scooter on a road, street or alley without a helmet.

This recommended ordinance would not be a total ban on the operation of motorized scooters.

- Those under 18 would be permitted to operate a motorized scooter on the roadway with a drivers license or permit.
- Those over 18 would still be allowed to operate motorized scooters on the roadway, and would not be required to possess a license or wear a helmet.
- The recommended ordinance would not regulate the operation of motorized scooters on sidewalks and private property.

I have attached a draft of the recommended ordinance. If you have any questions please do not hesitate to contact me.

GWR/ED/mw

1/11/11

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ADDING A NEW ARTICLE II REGULATIONS FOR MOTOR ASSISTED SCOOTERS TO CHAPTER 14 OFFENSES-MISCELLANEOUS; PLACING RESTRICTIONS ON THE USE AND OPERATION OF MOTOR ASSISTED SCOOTERS BY LIMITING OR PROHIBITING THE OPERATION OF MOTOR ASSISTED SCOOTERS ON CERTAIN STREETS, HIGHWAYS AND ALLEYS; PROVIDING FOR A PENALTY FOR ADULTS, CUSTODIANS AND CHILDREN FOR THE USE OF A MOTOR ASSISTED SCOOTER IN A RESTRICTED OR PROHIBITED AREA; REQUIRING THAT CHILDREN WEAR A PROTECTIVE HELMET WHILE OPERATING OR RIDING A MOTOR ASSISTED SCOOTER; PROVIDING FOR A PENALTY FOR CUSTODIANS AND CHILDREN FOR FAILURE OF CHILD TO WEAR A HELMET; PROVIDING REPEALING, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the use of motor assisted scooters in the City of Plano on streets, alleys and sidewalks is increasing; and

WHEREAS, the City Council has determined that certain restrictions and rules should be implemented to provide for the public health, safety and welfare of the City of Plano and its citizens for persons using motor assisted scooters or those that may be impacted by their use; and

WHEREAS, the City Council wishes to set forth regulations with regard to the safe operation of motor assisted scooters on the sidewalks, streets, highway and alleys within the City

WHEREAS, the City Council has determined that it is in the public's interest and serves to promote the public health, safety and welfare of the community to eliminate traffic and safety hazards that result from the unauthorized use of streets, highways and alleys by persons using motor assisted scooters, and that it promotes the public safety to require children to wear helmets while riding motor assisted scooters in certain places.

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

Section I. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section II. The City Council hereby revises Chapter 14, Offenses-Miscellaneous of the City of Plano Code of Ordinances by adding the following:

“Article II. Regulations for Motor Assisted Scooters.

Sec. 14-26. Definitions:

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Helmet means properly fitted protective headgear that is not structurally damaged and that conforms to the standards of the American National Standards Institute, the American Society for Testing and Materials, the Snell Memorial Foundation or any federal agency having regulatory jurisdiction over bicycle helmets, as applicable, at the time of the manufacture of the helmet.

Motorized Scooter means a self-propelled device with at least two wheels in contact with the ground during operation, a braking system capable of stopping the device under typical operating conditions, a gas or electric motor forty (40) cubic centimeters or less, a deck designed to allow a person to stand or sit while operating the device, and the ability to be propelled by human power alone. This does not include a neighborhood electric vehicle which is defined as a vehicle subject to FEDERAL MOTOR VEHICLE SAFETY STANDARDS 500 (49 C.F.R. Sec. 571.500) (Tex. Trans. Code Section 551.301[1][2]).

Custodian means the natural or adoptive parent or court-appointed guardian or conservator of a child.

Public way or Public property means real property owned, leased or controlled by a political subdivision of the State of Texas, a governmental entity or agency, or similar entity, or any property that is publicly owned or maintained or dedicated to public use, including, but not limited to, an alley, street or highway. This term does not include a sidewalk.

Wearing a helmet means that the person has a helmet fastened securely to his/her head with the straps of the helmet securely tightened in the manner intended by the manufacturer to provide maximum protection.

Sec. 14.27 Restrictions and Prohibitions for Motor Assisted Scooters.

The following restrictions apply to persons using motor assisted scooters and their custodians:

- (a) It shall be unlawful for any person to operate or ride a motorized scooter on any sidewalk located within the geographical areas set out in Chapter 14 Offenses-Miscellaneous, Article 1, In General Section 14-7. Roller Skates and similar devices prohibited within certain areas; exceptions of the City of Plano Code of Ordinances.

Sec. 14.28 Additional Restrictions.

In addition to the restrictions in Sec. 14.27(a) above, it is unlawful:

- (a) for any person 10 years of age or older, but under the age of 18 to operate or ride a motorized scooter on any alley, street or highway within the City, except a person may ride a motor assisted scooter on paths and trails set aside for the exclusive operation of bicycles or on a sidewalk.
- (b) for a custodian to allow or permit a child under the age of 10 to operate or ride a motorized scooter on any alley, street or highway within the City, except a custodian may allow a child under the age of 10 to ride a motor assisted scooter on paths and trails set aside for the exclusive operation of bicycles or on a sidewalk.
- (c) Section 14.28(a) is not applicable to persons under the age of 18 who had been issued, at the time of the operation of the motorized scooter, a license issued by the State of Texas pursuant to Texas Transportation Code sections: 521.222 (Instruction Permit), 521.223 (Hardship License), 552.224 (Restricted Class M License), 521.225 (Moped License), 521.181 (Issuance of Driver's License) or to persons under the age of 18 who had been issued, at the time of the operation of the motorized scooter, a license issued by another state or the federal government that is the equivalent of a license issued by the State of Texas pursuant to the sections of the Texas Transportation Code cited herein.

Sec. 14.29. Helmets Required.

It shall be unlawful:

- (a) for any person under the age of 18 to operate or ride a motorized scooter on a public way or public property unless the person is wearing a helmet.
- (b) for a custodian to allow or permit a child under the age of 10 to operate or ride a motorized scooter on a public way or public property unless the child is wearing a helmet.

Sec. 14-30. Penalty.

A person who violates any provisions of this Article shall be guilty of a Class C misdemeanor and upon conviction shall be fined as provided in Section 1-4(b) of Chapter 1 of the City Code of Ordinances.”

Section III. 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 not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. 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 provision of this Ordinance.

Section IV. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined as set forth herein. Each unlawful act or continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Plano from filing suit to enjoin the violation. Plano retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

DULY PASSED AND APPROVED this ____ day of _____, 2004.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

1114



**City of Plano
Comprehensive Monthly Finance Report - December, 2003**

ABOUT THIS REPORT

The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness of the City's financial positions and economic activity.

This report is comprised of five sections:

- I. The **Financial Analysis** reports the performance of the major operating funds of the City. Narrative disclosures are used to highlight any significant changes or fluctuations.
- 1A. The **Financial Summary** provides comparative data for major revenue sources and expenditure items.
2. The **Economic Analysis** section contains a summary of the key economic indicators and an in-depth review with graphic illustrations.
3. The **Investment Report** provides a description of investment activity during the month and a summary of interest earnings.
4. The **Quarterly Investment Report** summarizes investment activity for the previous fiscal quarter, and also provides various data on portfolio performance.

We would like to acknowledge those responsible for this report: Allison Friloux for the Financial Summary, Brent Yowell for the Economic Analysis Report, and Kathy Mallar for the Investment Report.

The CMFR is intended to provide our audience with a timely, unique and informative document. Please provide us with any comments or suggestions you may have and should you desire additional information, feel free to contact my office.



John F. McGrane
Director of Finance
P.O. Box 860358
Plano, TX 75006-0358
972-941-7135



SECTION 1

City of Plano Comprehensive Monthly Finance Report

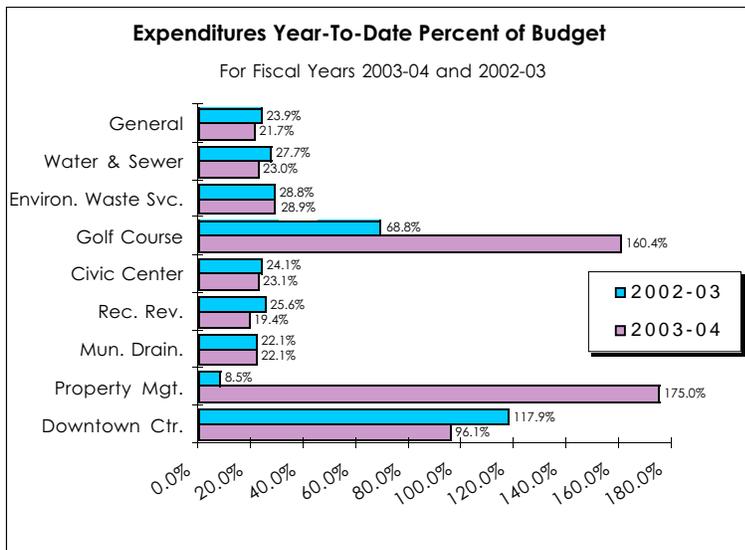
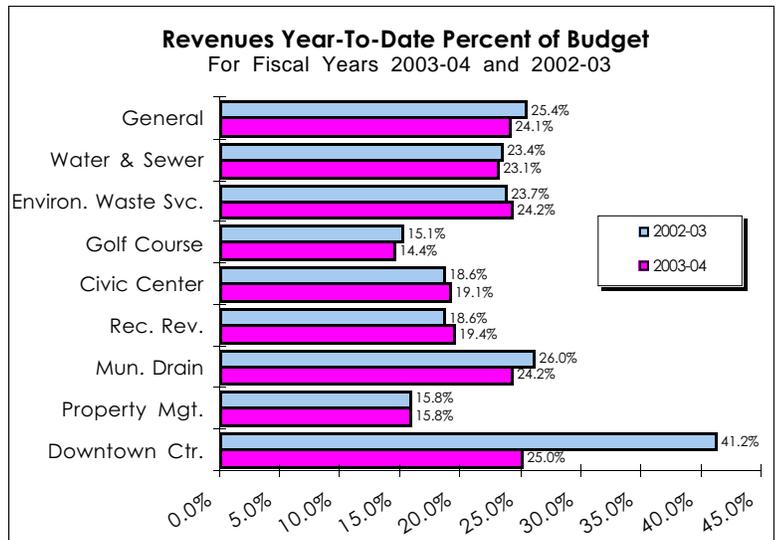
This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

FINANCIAL ANALYSIS

REPORT NOTES DECEMBER 2003

The beginning fund balances in all funds are subject to final audit adjustments.

The graph right compares revenue received to date as a percent of budget for this year and last. Funds showing increases as a percent of budget are the Recreation Revolving Fund, 0.8%; Civic Center Fund, 0.5% and the Environmental Waste Services Fund, 0.5%. Funds showing decreases as a percent of budget are the Downtown Center Development Fund, 16.2%; Municipal Drainage Fund, 1.8%; General Fund, 1.3%; Golf Course Fund, 0.7% and the Water & Sewer Fund, 0.3%.



The graph left compares expenditures and encumbrances to date as a percent of budget for this year and last.

The funds representing increases in expenditures as a percent of budget are the Property Management Fund, 166.5%; Golf Course Fund, 91.6% and the Environmental Waste Services Fund, 0.1%. Funds showing decreases as a percent of budget are the Downtown Center Development Fund, 21.8%; Recreation Revolving Fund, 6.2%; Water & Sewer Fund, 4.7%; General Fund, 2.2% and the Civic Center Fund, 1.0%.



General Fund

Revenues

General Fund total revenues were \$1,731,000 less than the same period in the prior year. As a percent of budget, revenues decreased 1.3%. The decrease in revenue over prior year is due to a decrease in Ad valorem tax revenue of \$3,305,000. A decrease of \$320,000 in franchise fee revenue occurred in the current year. Telephone franchise fee revenue decreased \$269,000 over prior year due to a significant decrease in line counts in the current fiscal year. General Fund revenues experienced increases in sales tax revenue of \$1,665,000 as compared to prior year. The December 2003 sales tax revenue experienced a 20.4% increase over December 2002. Fines and forfeitures increased this fiscal year over prior year by \$175,000 primarily due to increased issuance of citations and continued successful collection efforts. In addition, fees and service charges increased \$157,000 over prior year due to various factors. Emergency 9-1-1 revenues have increased over prior year by \$89,000 primarily due to timing of deposits in the current year. In addition, recreation fees revenues increased in the current year, which are based on usage of City facilities for fall athletics. A decrease occurred in engineering inspection fee revenues by \$112,000, which is due to major roadway and residential projects that occurred in the prior year. These types of projects typically generate higher inspection fee revenues.

Expenditures

Expenditures and encumbrances decreased \$1,105,000 as compared to prior year. Capital outlay decreased by \$692,000 over prior year because of a decrease in book and computer hardware purchases, as well as a decrease in encumbered funds for books and park improvements. Contractual / professional services decreased \$563,000 over prior year primarily due to a decrease in encumbered funds for building services maintenance agreements, in addition to a decrease in payments for electric utilities by \$291,000 due to deregulation. Personal services increased over prior year by \$214,000 due to salary increases, as well as an increase in health insurance cost.

Water and Sewer Fund

Water and Sewer revenues have increased by \$985,000 when compared to prior year due to increased water rates effective October 2003, as well as increased consumption in domestic water use in sewer income. As a percent of budget, revenues decreased 0.3%.

Total expenses decreased \$1,729,000 as compared to prior year. Capital outlay decreased over prior year by \$1,510,000 due to purchase of land in the prior year. Contractual / professional expenditures decreased \$223,000 due to reclassification of prepaid expense in the prior fiscal year. Expenses and encumbrances decreased 4.7% as a percent of budget.

Environmental Waste Services Fund

Revenues in the Environmental Waste Services Fund increased \$398,000 over the prior year due to residential fee revenue increasing by \$370,000. The increase for residential fee revenue is due to an increase in fees experienced in the current fiscal year. As a percent of budget, revenues increased 0.5%.

Total expenses and encumbrances increased \$254,000 over the prior year. Contractual / professional services increased \$250,000 due to increased payments to North Texas Municipal Water District in the current year. As a percent of budget, expenses and encumbrances increased 0.1%.



Golf Course Fund

Revenues in the Golf Course Fund decreased \$11,000 over prior year primarily due to a decrease in interest income of \$15,000. As a percent of budget, revenues decreased 0.7%.

Total expenses and encumbrances decreased \$281,000 as compared to prior year. Capital outlay decreased \$286,000 over prior year primarily due to work related to remodeling efforts to the existing clubhouse. The clubhouse renovations are estimated to be complete in February 2004. As a percent of budget, expenses and encumbrances increased 91.6%.

Civic Center Fund

Revenues in the Civic Center Fund decreased \$86,000, as compared to the prior year, due to hotel / motel tax revenue decreasing \$55,000. Hotel/motel tax revenue decreased due to increased competition in the surrounding market. In addition, inside catering decreased \$35,000, while lease fees increased \$16,000 as compared to last fiscal year. As a percent of budget, revenues increased 0.5%.

Total expenses and encumbrances decreased \$122,000 as compared to prior year. Due to the effect on room rental at the Plano Centre, contractual / professional services, primarily for catering, have decreased. Expenses and encumbrances decreased 1.0% as a percent of budget.

Recreation Revolving Fund

Total revenues increased \$19,000 as compared to prior year primarily due to an increase in class registration for fall aquatics. As a percent of budget, revenues increased 0.8%.

Total expenses and encumbrances decreased \$114,000 over prior year. In contractual services, expenses for a softball tournament, as well as class software maintenance support were incurred in the prior fiscal year. In addition, a decrease in materials and supplies occurred because of an increase in postage spent last fiscal year for mailings to inform potential class participants of on-line registration. As a percent of budget, expenses and encumbrances decreased 6.2%.

Municipal Drainage Fund

Municipal Drainage Fund revenues increased \$14,000 over prior year. As a percent of budget, revenues decreased 1.8%.

Expenses and encumbrances increased \$15,000 over the prior year. As a percent of budget, expenses and encumbrances remained constant.

Property Management Fund

Rental revenues remained constant as compared to prior year. As a percent of budget, revenues remained constant as well.

Expenses and encumbrances increased \$31,000 as compared to prior year due to expenses and encumbered funds for asbestos abatement services for Downtown Center North and South. The increase is also the result of resurfacing a parking lot in Downtown Center South in the current year. As a percent of budget, expenses and encumbrances increased 166.5%.

Downtown Center Development Fund

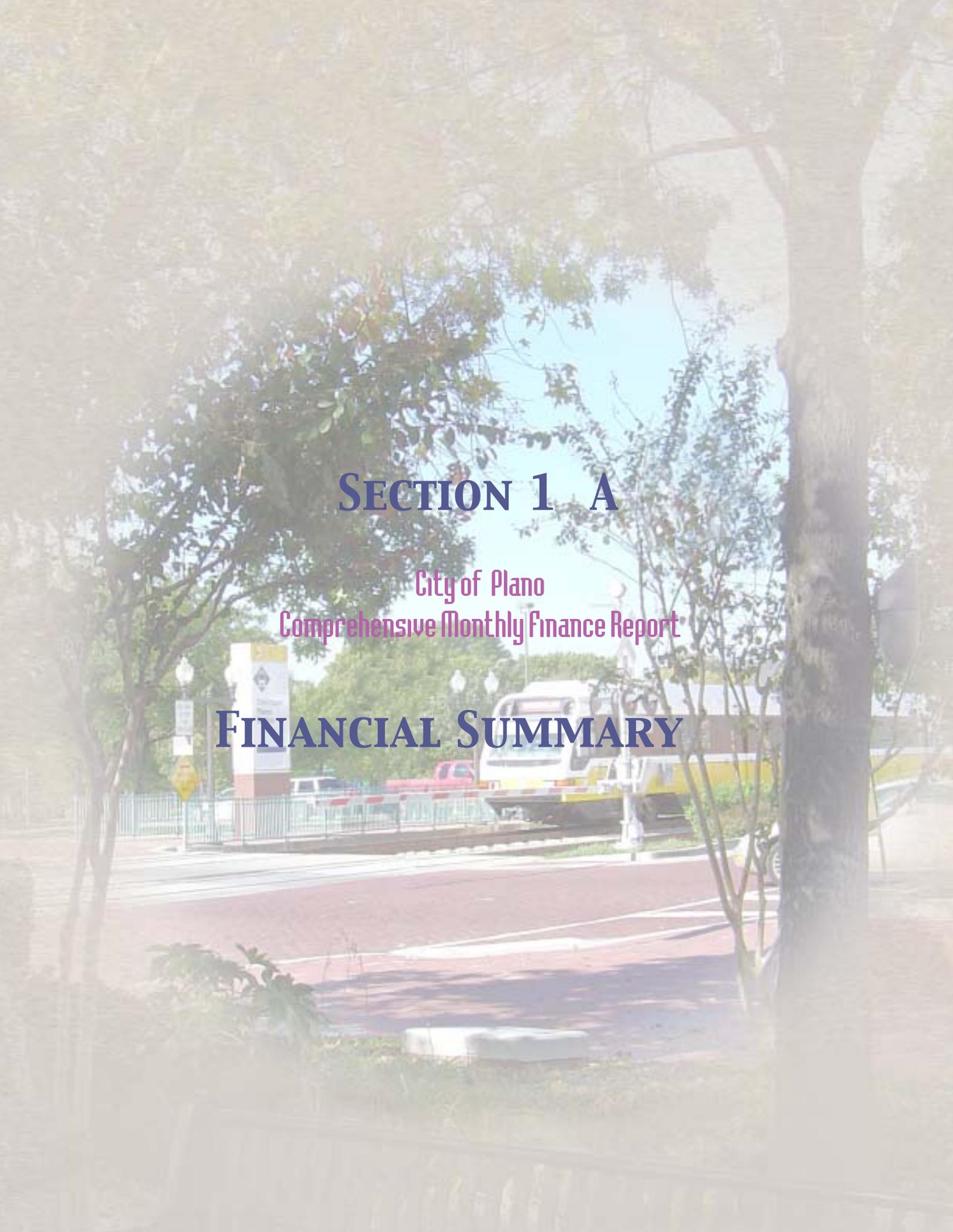
Rental revenues decreased \$11,000 as compared to prior year. As a percent of budget, revenues decreased 16.2%.

Expenses and encumbrances decreased \$17,000 as compared to prior year. As a percent of budget, expenses and encumbrances decreased 21.8%.



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The background of the page is a photograph of a city street. In the foreground, there are several large, leafy trees with green and brown leaves, partially obscuring the view. A red brick road leads towards a utility truck with a yellow and white body. The truck is parked or moving slowly on the road. In the background, there are more trees and a clear blue sky. The overall scene is bright and sunny.

SECTION 1 A

City of Plano
Comprehensive Monthly Finance Report

FINANCIAL SUMMARY

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
GENERAL FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Ad valorem tax	2004	\$ 58,761,000	16,265,000	27.7%	110.72
	2003	57,432,000	19,570,000	34.1%	136.30
	2002	51,158,000	16,203,000	31.7%	126.69
Sales tax	2004	44,279,000	12,138,000	27.4%	109.65
	2003	45,129,000	10,473,000	23.2%	92.83
	2002	49,207,000	11,308,000	23.0%	91.92
Other taxes	2004	631,000	18,000	2.9%	11.41
	2003	589,000	18,000	3.1%	12.22
	2002	601,000	20,000	3.3%	13.31
Franchise fees	2004	19,001,000	1,474,000	7.8%	31.03
	2003	18,565,000	1,794,000	9.7%	38.65
	2002	19,218,000	1,796,000	9.3%	37.38
Fines and forfeitures	2004	9,216,000	2,225,000	24.1%	96.57
	2003	8,749,000	2,050,000	23.4%	93.72
	2002	7,528,000	1,748,000	23.2%	92.88
Licenses and permits	2004	3,820,000	1,141,000	29.9%	119.48
	2003	3,955,000	1,068,000	27.0%	108.02
	2002	5,639,000	1,072,000	19.0%	76.04
Fees and service charges	2004	7,254,000	1,450,000	20.0%	79.96
	2003	7,613,000	1,293,000	17.0%	67.94
	2002	7,006,000	1,233,000	17.6%	70.40
Intergovernmental revenue	2004	562,000	146,000	26.0%	103.91
	2003	558,000	185,000	33.2%	132.62
	2002	404,000	130,000	32.2%	128.71
Miscellaneous revenue	2004	1,607,000	145,000	9.0%	36.09
	2003	1,889,000	282,000	14.9%	59.71
	2002	2,192,000	169,000	7.7%	30.84
TOTAL REVENUE	2004	145,131,000	35,002,000	24.1%	96.47
	2003	144,479,000	36,733,000	25.4%	101.70
	2002	142,953,000	33,679,000	23.6%	94.24



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
GENERAL FUND, continued**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
EXPENDITURES & ENCUMBRANCES:					
Personal services	2004	\$ 117,516,000	23,793,000	20.2%	N/A
	2003	109,062,000	23,579,000	21.6%	N/A
	2002	103,460,000	23,097,000	22.3%	N/A
Materials and supplies	2004	5,000,000	1,293,000	25.9%	103.44
	2003	5,338,000	1,261,000	23.6%	94.49
	2002	5,292,000	1,417,000	26.8%	107.11
Contractual / professional	2004	30,663,000	7,102,000	23.2%	92.65
	2003	28,806,000	7,665,000	26.6%	106.44
	2002	29,475,000	7,665,000	26.0%	104.02
Sundry	2004	838,000	204,000	24.3%	97.37
	2003	873,000	259,000	29.7%	118.67
	2002	912,000	264,000	28.9%	115.79
Reimbursements	2004	(1,419,000)	(314,000)	22.1%	88.51
	2003	(1,176,000)	(273,000)	23.2%	92.86
	2002	(1,382,000)	(292,000)	21.1%	84.52
Capital outlay	2004	1,100,000	1,304,000	118.5%	474.18
	2003	1,287,000	1,996,000	155.1%	620.36
	2002	2,618,000	927,000	35.4%	141.63
Total Expenditures and Encumbrances	2004	153,698,000	33,382,000	21.7%	86.88
	2003	144,190,000	34,487,000	23.9%	95.67
	2002	140,375,000	33,078,000	23.6%	94.26
Excess (Deficiency) of Revenues Over Expenditures	2004	(8,567,000)	1,620,000	-	-
	2003	289,000	2,246,000	-	-
	2002	2,578,000	601,000	-	-
TRANSFERS IN (OUT):					
Operating transfers in	2004	13,158,000	3,290,000	25.0%	100.02
	2003	11,598,000	2,899,000	25.0%	99.98
	2002	10,046,000	2,447,000	24.4%	97.43
Operating transfers out	2004	(12,879,000)	(3,223,000)	25.0%	100.10
	2003	(13,508,000)	(3,405,000)	25.2%	100.83
	2002	(18,500,000)	(4,793,000)	25.9%	103.63
Excess (Deficiency) of Revenues and Transfers In Over Expenditures and Transfers Out	2004	(8,288,000)	1,687,000		
	2003	(1,621,000)	1,740,000		
	2002	(5,876,000)	(1,745,000)		
OPERATING FUND BALANCE OCTOBER 1	2004		29,802,000		
	2003		22,879,000		
	2002		22,521,000		
OPERATING FUND BALANCE DECEMBER 31	2004		31,489,000		
	2003		24,619,000		
	2002		20,776,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$1,833,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
WATER AND SEWER FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Water and sewer revenue	2004	\$ 80,768,000	18,718,000	23.2%	92.70
	2003	75,086,000	17,608,000	23.5%	93.80
	2002	57,638,000	13,462,000	23.4%	93.42
Other fees and service charges	2004	2,382,000	481,000	20.2%	80.77
	2003	2,742,000	606,000	22.1%	88.40
	2002	<u>3,501,000</u>	<u>584,000</u>	16.7%	66.72
TOTAL REVENUE	2004	83,150,000	19,199,000	23.1%	92.36
	2003	77,828,000	18,214,000	23.4%	93.61
	2002	<u>61,139,000</u>	<u>14,046,000</u>	23.0%	91.90
EXPENSES & ENCUMBRANCES:					
Personal services	2004	7,819,000	1,571,000	20.1%	N/A
	2003	7,464,000	1,616,000	21.7%	N/A
	2002	7,079,000	1,544,000	21.8%	N/A
Materials and supplies	2004	1,585,000	494,000	31.2%	124.67
	2003	1,304,000	493,000	37.8%	151.23
	2002	1,333,000	335,000	25.1%	100.53
Contractual / professional and other	2004	46,754,000	9,169,000	19.6%	78.44
	2003	44,104,000	9,392,000	21.3%	85.18
	2002	40,446,000	7,881,000	19.5%	77.94
Reimbursements	2004	177,000	30,000	16.9%	67.80
	2003	(71,000)	(18,000)	25.4%	101.41
	2002	(84,000)	(21,000)	25.0%	100.00
Capital outlay	2004	2,020,000	2,165,000	107.2%	428.71
	2003	1,994,000	3,675,000	184.3%	737.21
	2002	<u>2,344,000</u>	<u>1,722,000</u>	73.5%	293.86
Total Expenses and Encumbrances	2004	58,355,000	13,429,000	23.0%	92.05
	2003	54,795,000	15,158,000	27.7%	110.65
	2002	<u>51,118,000</u>	<u>11,461,000</u>	22.4%	89.68
Excess (Deficiency) of Revenues Over Expenses	2004	24,795,000	5,770,000	-	-
	2003	23,033,000	3,056,000	-	-
	2002	10,021,000	2,585,000	-	-
TRANSFERS IN (OUT):					
Operating transfers in	2004	469,000	117,000	24.9%	99.79
	2003	469,000	-	-	-
	2002	469,000	-	-	-
Operating transfers out	2004	(27,782,000)	(6,946,000)	25.0%	100.01
	2003	(26,122,000)	(6,531,000)	25.0%	100.01
	2002	<u>(21,028,000)</u>	<u>(5,007,000)</u>	23.8%	95.24



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
WATER AND SEWER FUND, continued**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
Excess (Deficiency) of Revenues and Transfers In Over Expenses and Transfers Out	2004 \$	(2,518,000)	(1,059,000)		
	2003	(2,620,000)	(3,475,000)		
	2002	(10,538,000)	(2,422,000)		
OPERATING FUND BALANCE OCTOBER 1	2004		324,442,000		
	2003		326,581,000		
	2002		<u>320,258,000</u>		
OPERATING FUND BALANCE DECEMBER 31	2004		323,383,000		
	2003		323,106,000		
	2002		<u>317,836,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$711,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
ENVIRONMENTAL WASTE SERVICES FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Commerical solid waste franchise	2004	\$ 4,963,000	1,206,000	24.3%	97.20
	2003	4,806,000	1,178,000	24.5%	98.04
	2002	5,148,000	1,099,000	21.3%	85.39
Refuse collection revenue	2004	10,432,000	2,629,000	25.2%	100.81
	2003	9,262,000	2,259,000	24.4%	97.56
	2002	9,170,000	2,151,000	23.5%	93.83
Other fees and service charges	2004	913,000	112,000	12.3%	49.07
	2003	932,000	112,000	12.0%	48.07
	2002	796,000	153,000	19.2%	76.88
TOTAL REVENUE	2004	16,308,000	3,947,000	24.2%	96.81
	2003	15,000,000	3,549,000	23.7%	94.64
	2002	15,114,000	3,403,000	22.5%	90.06
EXPENSES & ENCUMBRANCES:					
Personal services	2004	4,673,000	885,000	18.9%	N/A
	2003	4,384,000	884,000	20.2%	N/A
	2002	4,160,000	766,000	18.4%	N/A
Materials and supplies	2004	266,000	49,000	18.4%	73.68
	2003	352,000	65,000	18.5%	73.86
	2002	385,000	68,000	17.7%	70.65
Contractual / professional	2004	9,979,000	3,353,000	33.6%	134.40
	2003	9,302,000	3,103,000	33.4%	133.43
	2002	9,314,000	3,169,000	34.0%	136.10
Sundry	2004	77,000	9,000	11.7%	46.75
	2003	121,000	9,000	7.4%	29.75
	2002	125,000	24,000	19.2%	76.80
Reimbursements	2004	49,000	12,000	24.5%	97.96
	2003	48,000	12,000	25.0%	100.00
	2002	27,000	7,000	25.9%	103.70
Capital outlay	2004	14,000	43,000	307.1%	1,228.57
	2003	21,000	24,000	114.3%	457.14
	2002	335,000	105,000	31.3%	125.37
Total Expenses and Encumbrances	2004	15,058,000	4,351,000	28.9%	115.58
	2003	14,228,000	4,097,000	28.8%	115.18
	2002	14,346,000	4,139,000	28.9%	115.40
Excess (Deficiency) of Revenues Over Expenses	2004	1,250,000	(404,000)	-	-
	2003	772,000	(548,000)	-	-
	2002	768,000	(736,000)	-	-
TRANSFERS OUT:					
Operating transfers out	2004	(1,282,000)	(320,000)	25.0%	99.84
	2003	(1,130,000)	(282,000)	25.0%	99.82
	2002	(1,395,000)	(300,000)	21.5%	86.02



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
ENVIRONMENTAL WASTE SERVICES FUND, continued**

	<u>Fiscal Year</u>		<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
Excess (Deficiency) of Revenues	2004	\$	(32,000)	(724,000)		
Over Expenses and Transfers Out	2003		(358,000)	(830,000)		
	2002		(627,000)	(1,036,000)		
OPERATING FUND BALANCE	2004			2,305,000		
OCTOBER 1	2003			2,824,000		
	2002			<u>3,903,000</u>		
OPERATING FUND BALANCE	2004			1,581,000		
DECEMBER 31	2003			1,994,000		
	2002			<u><u>2,867,000</u></u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$953,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
MUNICIPAL GOLF COURSE FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Fees and service charges	2004	\$ 1,025,000	154,000	15.0%	60.10
	2003	1,072,000	150,000	14.0%	55.97
	2002	1,116,000	218,000	19.5%	78.14
Miscellaneous revenue	2004	74,000	4,000	5.4%	21.62
	2003	48,000	19,000	39.6%	158.33
	2002	<u>50,000</u>	<u>7,000</u>	14.0%	56.00
TOTAL REVENUE	2004	1,099,000	158,000	14.4%	57.51
	2003	1,120,000	169,000	15.1%	60.36
	2002	<u>1,166,000</u>	<u>225,000</u>	19.3%	77.19
EXPENSES & ENCUMBRANCES:					
Personal services	2004	550,000	118,000	21.5%	N/A
	2003	532,000	120,000	22.6%	N/A
	2002	513,000	124,000	24.2%	N/A
Materials and supplies	2004	157,000	27,000	17.2%	68.79
	2003	157,000	15,000	9.6%	38.22
	2002	164,000	19,000	11.6%	46.34
Contractual / professional and other	2004	234,000	36,000	15.4%	61.54
	2003	216,000	41,000	19.0%	75.93
	2002	206,000	40,000	19.4%	77.67
Capital outlay	2004	-	1,328,000	-	-
	2003	1,695,000	1,614,000	95.2%	380.88
	2002	<u>2,181,000</u>	<u>58,000</u>	2.7%	10.64
Total Expenses and Encumbrances	2004	941,000	1,509,000	160.4%	641.45
	2003	2,600,000	1,790,000	68.8%	275.38
	2002	<u>3,064,000</u>	<u>241,000</u>	7.9%	31.46
Excess (Deficiency) of Revenues Over Expenses	2004	158,000	(1,351,000)	-	-
	2003	(1,480,000)	(1,621,000)	-	-
	2002	(1,898,000)	(16,000)	-	-
TRANSFERS OUT:					
Operating transfers out	2004	(55,000)	(14,000)	25.5%	101.82
	2003	(56,000)	(14,000)	25.0%	100.00
	2002	<u>(58,000)</u>	<u>(9,000)</u>	15.5%	62.07
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2004	103,000	(1,365,000)		
	2003	(1,536,000)	(1,635,000)		
	2002	(1,956,000)	(25,000)		
OPERATING FUND BALANCE OCTOBER 1	2004		2,663,000		
	2003		2,717,000		
	2002		<u>2,642,000</u>		
OPERATING FUND BALANCE DECEMBER 31	2004		1,298,000		
	2003		1,082,000		
	2002		<u>2,617,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$864,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
CIVIC CENTER FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Hotel occupancy tax	2004	\$ 2,805,000	565,000	20.1%	80.57
	2003	3,124,000	620,000	19.8%	79.39
	2002	3,496,000	473,000	13.5%	54.12
Fees and service charges	2004	2,535,000	454,000	17.9%	71.64
	2003	2,812,000	485,000	17.2%	68.99
	2002	2,902,000	574,000	19.8%	79.12
TOTAL REVENUE	2004	5,340,000	1,019,000	19.1%	76.33
	2003	5,936,000	1,105,000	18.6%	74.46
	2002	6,398,000	1,047,000	16.4%	65.46
EXPENSES & ENCUMBRANCES:					
Personal services	2004	2,219,000	406,000	18.3%	N/A
	2003	2,250,000	401,000	17.8%	N/A
	2002	2,007,000	414,000	20.6%	N/A
Materials and supplies	2004	803,000	124,000	15.4%	61.77
	2003	939,000	144,000	15.3%	61.34
	2002	747,000	163,000	21.8%	87.28
Contractual / professional and other	2004	2,492,000	766,000	30.7%	122.95
	2003	2,595,000	876,000	33.8%	135.03
	2002	2,849,000	774,000	27.2%	108.67
Capital outlay	2004	99,000	3,000	3.0%	12.12
	2003	119,000	-	-	-
	2002	213,000	24,000	11.3%	45.07
Total Expenses and Encumbrances	2004	5,613,000	1,299,000	23.1%	92.57
	2003	5,903,000	1,421,000	24.1%	96.29
	2002	5,816,000	1,375,000	23.6%	94.57
Excess (Deficiency) of Revenues Over Expenses	2004	(273,000)	(280,000)	-	-
	2003	33,000	(316,000)	-	-
	2002	582,000	(328,000)	-	-
TRANSFERS OUT :					
Operating transfers out	2004	(267,000)	(67,000)	25.1%	100.37
	2003	(544,000)	(136,000)	25.0%	100.00
	2002	(371,000)	(93,000)	25.1%	100.27
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2004	(540,000)	(347,000)		
	2003	(511,000)	(452,000)		
	2002	211,000	(421,000)		
OPERATING FUND BALANCE OCTOBER 1	2004		7,756,000		
	2003		8,526,000		
	2002		9,355,000		
OPERATING FUND BALANCE DECEMBER 31	2004		7,409,000		
	2003		8,074,000		
	2002		8,934,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$85,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
RECREATION REVOLVING FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Fees and service charges	2004	\$ 2,543,000	492,000	19.3%	77.39
	2003	2,551,000	476,000	18.7%	74.64
	2002	2,542,000	480,000	18.9%	75.53
Miscellaneous revenue	2004	29,000	7,000	24.1%	96.55
	2003	26,000	4,000	15.4%	61.54
	2002	36,000	12,000	33.3%	133.33
TOTAL REVENUE	2004	2,572,000	499,000	19.4%	77.60
	2003	2,577,000	480,000	18.6%	74.51
	2002	2,578,000	492,000	19.1%	76.34
EXPENSES & ENCUMBRANCES:					
Personal services	2004	987,000	143,000	14.5%	N/A
	2003	891,000	140,000	15.7%	N/A
	2002	859,000	126,000	14.7%	N/A
Materials and supplies	2004	203,000	46,000	22.7%	90.64
	2003	212,000	78,000	36.8%	147.17
	2002	229,000	63,000	27.5%	110.04
Contractual / professional	2004	1,179,000	271,000	23.0%	91.94
	2003	1,116,000	352,000	31.5%	126.16
	2002	1,086,000	283,000	26.1%	104.24
Sundry	2004	21,000	4,000	19.0%	76.19
	2003	36,000	4,000	11.1%	44.44
	2002	38,000	6,000	15.8%	63.16
Capital outlay	2004	-	-	-	-
	2003	-	4,000	-	-
	2002	-	-	-	-
Total Expenses and Encumbrances	2004	2,390,000	464,000	19.4%	77.66
	2003	2,255,000	578,000	25.6%	102.53
	2002	2,212,000	478,000	21.6%	86.44
Excess (Deficiency) of Revenues Over Expenses	2004	182,000	35,000	-	-
	2003	322,000	(98,000)	-	-
	2002	366,000	14,000	-	-
TRANSFERS OUT:					
Operating transfers out	2004	(129,000)	(32,000)	24.8%	99.22
	2003	(129,000)	(32,000)	24.8%	99.22
	2002	(134,000)	(22,000)	16.4%	65.67
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2004	53,000	3,000		
	2003	193,000	(130,000)		
	2002	232,000	(8,000)		
OPERATING FUND BALANCE OCTOBER 1	2004		7,000		
	2003		11,000		
	2002		(48,000)		
OPERATING FUND BALANCE DECEMBER 31	2004		10,000		
	2003		(119,000)		
	2002		(56,000)		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$11,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
MUNICIPAL DRAINAGE FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Fees and service charges	2004	\$ 4,782,000	1,159,000	24.2%	96.95
	2003	4,415,000	1,142,000	25.9%	103.47
	2002	4,072,000	932,000	22.9%	91.55
Miscellaneous revenue	2004	20,000	3,000	15.0%	60.00
	2003	5,000	6,000	120.0%	480.00
	2002	20,000	-	-	-
TOTAL REVENUE	2004	4,802,000	1,162,000	24.2%	96.79
	2003	4,420,000	1,148,000	26.0%	103.89
	2002	4,092,000	932,000	22.8%	91.10
EXPENSES & ENCUMBRANCES:					
Personal services	2004	912,000	173,000	19.0%	N/A
	2003	864,000	153,000	17.7%	N/A
	2002	798,000	144,000	18.0%	N/A
Materials and supplies	2004	119,000	26,000	21.8%	87.39
	2003	124,000	27,000	21.8%	87.10
	2002	144,000	29,000	20.1%	80.56
Contractual / professional and other	2004	828,000	211,000	25.5%	101.93
	2003	798,000	215,000	26.9%	107.77
	2002	792,000	233,000	29.4%	117.68
Capital outlay	2004	-	-	-	-
	2003	-	-	-	-
	2002	232,000	11,000	4.7%	18.97
Total Expenses and Encumbrances	2004	1,859,000	410,000	22.1%	88.22
	2003	1,786,000	395,000	22.1%	88.47
	2002	1,966,000	417,000	21.2%	84.84
Excess (Deficiency) of Revenues Over Expenses	2004	2,943,000	752,000	-	-
	2003	2,634,000	753,000	-	-
	2002	2,126,000	515,000	-	-
TRANSFERS OUT:					
Operating transfers out	2004	(2,493,000)	(623,000)	25.0%	99.96
	2003	(2,614,000)	(654,000)	25.0%	100.08
	2002	(2,046,000)	(785,000)	38.4%	153.47
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2004	450,000	129,000		
	2003	20,000	99,000		
	2002	80,000	(270,000)		
OPERATING FUND BALANCE OCTOBER 1	2004		13,749,000		
	2003		13,068,000		
	2002		10,264,000		
OPERATING FUND BALANCE DECEMBER 31	2004		13,878,000		
	2003		13,167,000		
	2002		9,994,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$34,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
PROPERTY MANAGEMENT FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Rental and other revenue	2004	\$ 76,000	12,000	15.8%	63.16
	2003	76,000	12,000	15.8%	63.16
	2002	<u>55,000</u>	<u>14,000</u>	25.5%	101.82
EXPENSES & ENCUMBRANCES					
Materials and supplies	2004	1,000	-	-	-
	2003	-	-	-	-
	2002	1,000	-	-	-
Contractual / professional	2004	19,000	19,000	100.0%	400.00
	2003	47,000	4,000	8.5%	34.04
	2002	50,000	2,000	4.0%	16.00
Capital Outlay	2004	-	16,000	-	-
	2003	-	-	-	-
	2002	<u>-</u>	<u>-</u>	-	-
Total Expenses and Encumbrances	2004	20,000	35,000	175.0%	700.00
	2003	47,000	4,000	8.5%	34.04
	2002	<u>51,000</u>	<u>2,000</u>	3.9%	15.69
Excess (Deficiency) of Revenues Over Expenses	2004	56,000	(23,000)	-	-
	2003	29,000	8,000	-	-
	2002	4,000	12,000	-	-
OPERATING FUND BALANCE OCTOBER 1	2004		1,615,000		
	2003		1,591,000		
	2002		<u>1,551,000</u>		
OPERATING FUND BALANCE DECEMBER 31	2004		1,592,000		
	2003		1,599,000		
	2002		<u>1,563,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$8,000



**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002
DOWNTOWN CENTER DEVELOPMENT FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>3 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Rental and other revenue	2004	\$ 68,000	17,000	25.0%	100.00
	2003	68,000	28,000	41.2%	164.71
	2002	<u>1,000</u>	<u>-</u>	-	-
EXPENSES & ENCUMBRANCES					
Contractual / professional	2003	45,000	43,000	95.6%	382.22
	2002	53,000	56,000	105.7%	422.64
	2001	47,000	47,000	100.0%	400.00
Capital outlay	2003	6,000	6,000	100.0%	400.00
	2002	3,000	10,000	333.3%	1,333.33
	2001	<u>-</u>	<u>-</u>	-	-
Total Expenses and Encumbrances	2003	51,000	49,000	96.1%	384.31
	2002	56,000	66,000	117.9%	471.43
	2001	<u>47,000</u>	<u>47,000</u>	100.0%	400.00
Excess (Deficiency) of Revenues Over Expenses	2003	17,000	(32,000)	-	-
	2002	12,000	(38,000)	-	-
	2001	(46,000)	(47,000)	-	-
OPERATING FUND BALANCE OCTOBER 1	2003		28,000		
	2002		(14,000)		
	2001		<u>20,000</u>		
OPERATING FUND BALANCE DECEMBER 31	2003		(4,000)		
	2002		(52,000)		
	2001		<u>(27,000)</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$6,000



EQUITY IN TREASURY POOL

DECEMBER, 2003

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 12/31/03	TOTAL 10/01/03	TOTAL 12/31/02
GENERAL FUND:						
01	General	\$ 61,000	24,016,000	24,077,000	22,900,000	19,497,000
77	Payroll	-	1,575,000	1,575,000	1,488,000	1,345,000
24	City Store	-	4,000	4,000	4,000	-
		61,000	25,595,000	25,656,000	24,392,000	20,842,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	9,689,000	9,689,000	582,000	16,409,000
		-	9,689,000	9,689,000	582,000	16,409,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	714,000	714,000	713,000	677,000
23	Street Enhancement	-	1,122,000	1,122,000	1,120,000	707,000
25	1991 Police & Courts Facility	-	807,000	807,000	806,000	588,000
27	1991 Library Facility	-	310,000	310,000	309,000	180,000
28	1991 Fire Facility	-	995,000	995,000	993,000	888,000
31	Municipal Facilities	-	328,000	328,000	327,000	66,000
32	Park Improvements	-	3,307,000	3,307,000	3,294,000	2,319,000
33	Street & Drainage Improvement	-	14,799,000	14,799,000	17,013,000	15,123,000
35	Capital Reserve	-	24,119,000	24,119,000	22,481,000	23,553,000
38	DART L.A.P.	-	1,147,000	1,147,000	-	(515,000)
39	Spring Creekwalk	-	20,000	20,000	20,000	19,000
53	Creative & Performing Arts	-	1,272,000	1,272,000	1,270,000	425,000
54	Animal Control Facilities	-	244,000	244,000	243,000	230,000
60	Joint Use Facilities	-	139,000	139,000	472,000	22,000
106	G.O. Bond Clearing - 1997	-	-	-	-	127,000
109	G.O. Bond Clearing - 1998	-	-	-	-	33,000
110	G.O. Bond Clearing - 1999	-	3,084,000	3,084,000	3,079,000	3,584,000
190	G.O. Bond Clearing - 2000	-	3,716,000	3,716,000	3,744,000	4,591,000
220	G.O. Bond Clearing - 2001	-	198,000	198,000	370,000	2,375,000
230	G.O. Bond Clearing - 2001	-	3,223,000	3,223,000	3,447,000	5,067,000
240	G.O. Bond Clearing - 2001-A	-	324,000	324,000	527,000	10,593,000
250	Tax Notes Clearing - 2001-A	-	603,000	603,000	687,000	892,000
92	G.O. Bond Refund/Clearing - 2002	-	319,000	319,000	3,970,000	6,287,000
270	G.O. Bond Refund/Clearing - 2003	-	13,492,000	13,492,000	13,934,000	-
		-	74,282,000	74,282,000	78,819,000	77,831,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	2,374,000	2,374,000	2,370,000	1,917,000
34	Sewer CIP	-	6,110,000	6,110,000	6,494,000	7,113,000
36	Water CIP	-	8,734,000	8,734,000	8,302,000	4,962,000
37	Downtown Center Development	-	3,000	3,000	-	(2,000)
41	Water & Sewer - Operating	(47,000)	11,122,000	11,075,000	11,462,000	12,975,000
42	Water & Sewer - Debt Service	-	2,500,000	2,500,000	1,465,000	1,666,000
43	Municipal Drainage - Debt Service	-	3,338,000	3,338,000	3,254,000	2,670,000
44	W & S Impact Fees Clearing	-	1,036,000	1,036,000	1,479,000	3,391,000
45	Environmental Waste Services	-	(310,000)	(310,000)	218,000	99,000
46	Convention & Tourism	3,000	1,248,000	1,251,000	1,469,000	1,273,000
47	Municipal Drainage	-	1,192,000	1,192,000	1,013,000	698,000
48	Municipal Golf Course	-	1,428,000	1,428,000	2,156,000	2,162,000
49	Property Management	-	222,000	222,000	226,000	192,000
51	Recreation Revolving	-	143,000	143,000	425,000	(17,000)
95	W & S Bond Clearing - 1990	-	171,000	171,000	170,000	168,000
96	W & S Bond Clearing - 1991	-	94,000	94,000	94,000	93,000
101	W & S Bond Clearing - 1993A	-	255,000	255,000	254,000	251,000
103	Municipal Bond Drain Clearing-1995	-	242,000	242,000	242,000	238,000
104	Municipal Drain Bond Clearing-1996	-	151,000	151,000	151,000	149,000
107	Municipal Drain Bond Clearing-1997	-	215,000	215,000	215,000	212,000
108	Municipal Drain Bond Clearing-1998	-	92,000	92,000	92,000	91,000
210	Municipal Drain Bond Clearing-1999	-	234,000	234,000	233,000	230,000
260	Municipal Drain Rev Bond Clearing - 2001	-	394,000	394,000	393,000	387,000
280	Municipal Drain Rev Bond Clearing - 2003	-	1,761,000	1,761,000	1,834,000	-
		(44,000)	42,749,000	42,705,000	44,011,000	40,918,000



EQUITY IN TREASURY POOL DECEMBER, 2003

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 12/31/03	TOTAL 10/01/03	TOTAL 12/31/02
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	252,000	252,000	252,000	-
4	TIF-Mall	-	10,000	10,000	864,000	-
5	TIF-East Side	-	846,000	846,000	846,000	(3,000)
11	LLEBG-Police Grant	-	230,000	230,000	167,000	285,000
12	Criminal Investigation	-	610,000	610,000	638,000	574,000
13	Grant	-	(71,000)	(71,000)	61,000	183,000
14	Wireline Fees	-	166,000	166,000	167,000	154,000
15	Judicial Efficiency	-	55,000	55,000	47,000	29,000
16	Industrial	-	15,000	15,000	15,000	15,000
17	Intergovernmental	-	383,000	383,000	265,000	241,000
18	Government Access/CATV	-	499,000	499,000	499,000	518,000
19	Teen Court Program	-	9,000	9,000	8,000	6,000
20	Municipal Courts Technology	-	759,000	759,000	693,000	620,000
52	Park Service Areas	-	3,454,000	3,454,000	3,643,000	3,951,000
55	Municipal Court-Building Security Fees	-	770,000	770,000	730,000	637,000
56	911 Reserve Fund	-	3,750,000	3,750,000	3,597,000	3,188,000
57	State Library Grants	-	(1,000)	(1,000)	-	-
994	All America City	-	-	-	-	-
		-	11,736,000	11,736,000	12,492,000	10,398,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	1,194,000	1,194,000	1,158,000	125,000
9	Technology Infrastructure	-	3,519,000	3,519,000	3,513,000	3,442,000
58	PC Replacement	-	975,000	975,000	860,000	849,000
59	Service Center	-	111,000	111,000	111,000	72,000
61	Equipment Maintenance	-	(96,000)	(96,000)	-	(179,000)
62	Information Technology	-	3,733,000	3,733,000	3,887,000	3,281,000
63	Office Services	-	(53,000)	(53,000)	-	(87,000)
64	Warehouse	-	51,000	51,000	-	58,000
65	Property/Liability Loss	-	5,313,000	5,313,000	5,397,000	4,762,000
66	Information Services	-	6,798,000	6,798,000	6,768,000	6,076,000
71	Equipment Replacement	-	7,671,000	7,671,000	6,552,000	7,589,000
78	Health Claims	-	5,161,000	5,161,000	4,868,000	1,064,000
79	Parkway Service Ctr. Expansion	-	3,766,000	3,766,000	3,825,000	4,052,000
		-	38,143,000	38,143,000	36,939,000	31,104,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	25,000	25,000	25,000	21,000
8	Library Training Lab	-	4,000	4,000	10,000	6,000
69	Collin County Seized Assets	-	255,000	255,000	238,000	247,000
73	Memorial Library	-	197,000	197,000	184,000	205,000
74	Developers' Escrow	-	6,775,000	6,775,000	6,764,000	6,912,000
75	Plano Sister Cities	-	9,000	9,000	9,000	3,000
76	Economic Development	-	875,000	875,000	938,000	915,000
81	Friends of Plano Centre	-	3,000	3,000	3,000	3,000
84	Rebate	-	878,000	878,000	876,000	1,739,000
		-	9,021,000	9,021,000	9,047,000	10,051,000
TOTAL		\$ 17,000	211,215,000	211,232,000	206,282,000	207,553,000
TRUST FUNDS						
42	Water & Sewer Reserve	\$ -	998,000	998,000	997,000	2,994,000
72	Retirement Security Plan	-	42,016,000	42,016,000	33,305,000	33,305,000
TOTAL TRUST FUNDS		\$ -	43,014,000	43,014,000	34,302,000	36,299,000

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At December 31, 2003, the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	669,000
Local Government Investment Pool	18,661,000
Federal Securities	191,759,000
Municipal Bonds	-
Fair Value Adjustment	(902,000)
Interest Receivable	1,028,000
	<u>211,215,000</u>



ANALYSIS OF CLAIMS PAYMENTS

HEALTH CLAIMS FUND THROUGH DECEMBER 31 OF FISCAL YEARS 2004 AND 2003

Health Claims Fund	FY 03-04	FY 02-03	1 month	FY 03-04	FY 02-03	1 month	FY 03-04	FY 02-03	1 month	FY 03-04	FY 02-03	Year to Date
	Oct	Oct	Variance Favorable (Unfavorable)	Nov	Nov	Variance Favorable (Unfavorable)	Dec	Dec	Variance Favorable (Unfavorable)	Total	Total	Variance Favorable (Unfavorable)
Revenues												
Employees Health Ins. Contributions	\$ 179,000	138,000	41,000	\$ 179,000	138,000	41,000	\$ 166,000	183,000	(17,000)	\$ 524,000	459,000	65,000
Employers Health Ins. Contributions	1,080,000	707,000	373,000	1,074,000	711,000	363,000	983,000	1,049,000	(66,000)	3,137,000	2,467,000	670,000
Contributions for Retirees	34,000	26,000	8,000	34,000	26,000	8,000	35,000	26,000	9,000	103,000	78,000	25,000
Cobra Insurance Receipts	10,000	2,000	8,000	4,000	4,000	-	6,000	3,000	3,000	20,000	9,000	11,000
Retiree Insurance Receipts	26,000	19,000	7,000	20,000	15,000	5,000	38,000	27,000	11,000	84,000	61,000	23,000
Plano Housing Authority	3,000	3,000	-	3,000	3,000	-	4,000	3,000	1,000	10,000	9,000	1,000
Interest	11,000	4,000	7,000	9,000	3,000	6,000	(12,000)	3,000	(15,000)	8,000	10,000	(2,000)
Total Revenues	1,343,000	899,000	444,000	1,323,000	900,000	423,000	1,220,000	1,294,000	(74,000)	3,886,000	3,093,000	793,000
Expenses												
Insurance	-	-	-	-	-	-	87,000	-	(87,000)	87,000	-	(87,000)
Contracts- Professional Svc.	74,000	5,000	(69,000)	5,000	27,000	22,000	82,000	10,000	(72,000)	161,000	42,000	(119,000)
Contracts- Other	36,000	-	(36,000)	36,000	-	(36,000)	98,000	-	(98,000)	170,000	-	(170,000)
Health Claims Paid	(13,000)	(57,000)	(44,000)	(43,000)	(24,000)	19,000	(69,000)	(14,000)	55,000	(125,000)	(95,000)	30,000
Health Claims - UHC	-	-	-	-	-	-	111,000	-	(111,000)	111,000	-	(111,000)
Health Claims Paid-EBS	1,137,000	1,331,000	194,000	1,237,000	1,274,000	37,000	940,000	979,000	39,000	3,314,000	3,584,000	270,000
Cobra Insurance Paid	-	-	-	1,000	-	(1,000)	1,000	1,000	-	2,000	1,000	(1,000)
Retiree Insurance Paid	6,000	3,000	(3,000)	5,000	3,000	(2,000)	11,000	7,000	(4,000)	22,000	13,000	(9,000)
Plano Housing Authority	-	-	-	-	-	-	1,000	1,000	-	1,000	1,000	-
Total Expenses	1,240,000	1,282,000	42,000	1,241,000	1,280,000	39,000	1,262,000	984,000	(278,000)	3,743,000	3,546,000	(197,000)
Net increase (decrease)	\$ 103,000	\$ (383,000)	\$ 486,000	\$ 82,000	\$ (380,000)	\$ 462,000	\$ (42,000)	\$ 310,000	\$ (352,000)	\$ 143,000	\$ (453,000)	\$ 596,000
Health Claims Fund Balance - Cumulative	\$ 1,301,000	(2,365,000)	3,666,000	\$ 1,383,000	(2,745,000)	4,128,000	\$ 1,342,000	(2,435,000)	3,777,000			

PROPERTY LIABILITY LOSS FUND THROUGH DECEMBER 31 OF FISCAL YEARS 2004, 2003 AND 2002

	Fiscal Year 2004	Fiscal Year 2003	Fiscal Year 2002
PROPERTY LIABILITY LOSS FUND			
Claims Paid per General Ledger	\$ 403,000	345,000	447,000
Net Judgments/Damages/Attorney Fees	88,000	212,000	103,000
Total Expenses	\$ 491,000	557,000	550,000
Fund Balance	\$ 2,223,000	1,634,000	1,375,000



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF DECEMBER 31, 2003**

	2003 - 04 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
00022 Recreation Center Facilities					
23405 Recreation Center 3	900,000	10,500,000	-	-	10,500,000
00022 Recreation Center Facilities	900,000	10,500,000	-	-	10,500,000
00023 Street Enhancements					
58 Enhancements					
58001 Landscape Entryways	131,000	750,000	540,178	39,356	170,466
58002 Downtown Enhancements	-	500,000	378,420	-	121,580
58003 Preston/Park Overpass	-	500,000	440,429	-	59,571
58004 Tollroad Landscaping	48,000	1,500,000	218,192	33,257	1,248,551
58 Enhancements	179,000	3,250,000	1,577,219	72,613	1,600,168
00023 Street Enhancements	179,000	3,250,000	1,577,219	72,613	1,600,168
00025 1991 Police & Courts Facility					
93 Police & Court Facilities					
93105 Criminal Justice Expansion	-	3,915,000	3,911,230	4,170	(400)
93106 Police Parking Exp	-	500,000	470,882	-	29,118
93107 Tri-City Academy Expansion	2,055,000	3,599,000	8,510	-	3,590,490
93 Police & Court Facilities	2,055,000	8,014,000	4,390,622	4,170	3,619,208
00025 1991 Police & Courts Facility	2,055,000	8,014,000	4,390,622	4,170	3,619,208
00026 Municipal Drainage CIP					
94 Erosion Control					
70101 Erosion Control	-	14,198,000	6,009,946	4,682	8,183,372
70103 Riverbend Lakes	150,000	1,000,000	478,464	-	521,536
70104 Creek Erosion Projects	500,000	5,174,000	1,423,496	466,769	3,283,735
70105 Erosion Control-Oakwood Glen	400,000	520,000	113,106	382,354	24,540
70106 Erosion Control-Jasmine Lane	-	15,000	4,237	8,923	1,840
26-p11 Erosion Control-Carmel	350,000	370,000	-	-	370,000
94 Erosion Control	1,400,000	21,277,000	8,029,249	862,728	12,385,023
95 Drainage					
71111 Miscellaneous Drainage Improv	-	4,574,000	73,650	-	4,500,350
71116 Bronze Leaf / Citadel	1,005,000	1,611,000	160,715	1,075,346	374,939
71121 Cassidy Drainage Improvements	1,033,000	1,137,000	81,319	22,703	1,032,978
71123 Teakwood Drainage	106,000	248,000	18,820	205,465	23,715
95 Drainage	2,144,000	7,570,000	334,504	1,303,514	5,931,982
96 Channelization					
71120 Buffalo Bend	-	579,000	529,814	27,656	21,530
72116 Pittman Ck-S of Parker	5,000	1,993,000	1,987,629	4,135	1,236
72117 South Cedar Elm Channel	-	292,000	254,112	24,462	13,426
72118 Rice Field Storm Sewer	250,000	500,000	-	40,100	459,900
96 Channelization	255,000	3,364,000	2,771,555	96,353	496,092
00026 Municipal Drainage CIP	3,799,000	32,211,000	11,135,308	2,262,595	18,813,097
00027 1991 Library Facilities					
17 Library Facilities					
17107 Haggard Library Expansion	100,000	4,143,000	253,222	76,966	3,812,812
17107 Haggard Library Expansion	100,000	4,143,000	253,222	76,966	3,812,812
00027 1991 Library Facilities	100,000	4,143,000	253,222	76,966	3,812,812



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF DECEMBER 31, 2003**

	<u>2003 - 04 BUDGET</u>	<u>LIFETIME ALLOTMENT PROJECTION</u>	<u>INCEPTION TO DATE EXPENDITURES</u>	<u>ENCUMBRANCES</u>	<u>AVAILABLE</u>
00028 1991 Fire Facilities					
10 Fire Facilities					
10105 Station Reconfiguration	-	2,941,000	1,922,246	-	1,018,754
10211 Fire Station #12	200,000	2,125,000	3,000	120	2,121,880
10212 Fire Station #11	87,000	2,287,000	16,050	120,465	2,150,485
10213 Fire Station #13	-	2,375,000	655,952	-	1,719,048
10 Fire Facilities	287,000	9,728,000	2,597,248	120,585	7,010,167
28-P13 Fire Station 4 Expansion	100,000	1,200,000	-	-	1,200,000
	100,000	1,200,000	-	-	1,200,000
00028 1991 Fire Facilities	387,000	10,928,000	2,597,248	120,585	8,210,167
00031 Municipal Facilities					
19001 Municipal Center Parking	114,000	850,000	709,526	24,084	116,390
19002 Downtown Parking	85,000	800,000	671,429	59,981	68,590
00031 Municipal Facilities	199,000	1,650,000	1,380,955	84,065	184,980
00032 Park Improvements					
21 Acquisitions					
21188 White Rock Crk Greenbelt	150,000	7,715,000	1,425	-	7,713,575
21189 16th Steet Land Acquisition	-	365,000	361,318	1,086	2,596
21192 Oak Point Acquisition	-	6,750,000	6,556,504	620	192,876
21195 Douglas Area Land	135,000	135,000	25	-	134,975
21 Acquisitions	285,000	14,965,000	6,919,272	1,706	8,044,022
22 Development					
22327 Arbor Hills Nature Preserve	1,324,000	4,540,000	3,201,782	20,378	1,317,840
22328 Neighborhood Park Improvements	100,000	4,947,000	1,656,951	61,413	3,228,636
22333 Chisolm Trail	-	250,000	141,679	-	108,321
22334 Park Improvements	40,000	8,450,000	2,816,714	51,744	5,581,542
22336 Tennyson/Archgate Athletic	50,000	7,900,000	360,330	305,262	7,234,408
22337 Preston Meadow Atheletic Site	2,580,000	3,370,000	250,771	29,229	3,090,000
22338 Haggard Park	-	1,250,000	1,075,401	55,461	119,138
22339 Indoor Swimming Pool	700,000	7,500,000	-	-	7,500,000
22340 Oak Point Park Development	1,213,000	14,700,000	1,658,268	50,701	12,991,031
22341 Pool Renovations	250,000	2,925,000	1,310,051	23,696	1,591,253
22342 Trail Connections	775,000	11,950,000	478,799	26,340	11,444,861
28825 Liberty Park Center	-	-	2,905,416	41,013	(2,946,429)
22 Development	7,032,000	67,782,000	15,856,162	665,237	51,260,601
28 Miscellaneous					
28822 Bikeway System	25,000	853,000	28,349	-	824,651
28824 Maintenance Facility	-	2,031,000	1,014,107	828	1,016,065
28 Miscellaneous	25,000	2,884,000	1,042,456	828	1,840,716
32-P41 South Central Plano Community Park	5,000,000	5,000,000	-	-	5,000,000
	5,000,000	5,000,000	-	-	5,000,000
00032 Park Improvements	12,342,000	90,631,000	23,817,890	667,771	66,145,339



**CAPITAL IMPROVEMENTS
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	2003 - 04 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
00033 Street & Drainage Improvement					
31 Streets					
31193 Plano Pkwy (Park-International)	1,500,000	3,258,000	806,522	125,030	2,326,448
31277 Park Streets	200,000	3,095,000	2,492,140	-	602,860
31341 Miscellaneous ROW	20,000	5,547,000	5,444,470	1,920	100,610
31342 Misc Oversize Participation	700,000	16,882,000	11,578,832	-	5,303,168
31363 Custer Widn-Spring Ck	-	1,008,000	995,144	12,862	(6)
31364 Hedgcoxe-Custer East&West	-	877,000	864,928	11,913	159
31378 LosRios-Jupiter to Parker	4,685,000	5,739,000	440,315	30,814	5,267,871
31387 Hedgcoxe-Custer to Alma	150,000	1,300,000	-	-	1,300,000
31388 Hedgecoxe Preston to Custer	-	3,214,000	2,930,194	219,150	64,656
31392 Intersection Improvement	1,000,000	5,300,000	47,602	403,922	4,848,476
31393 Janwood - Alma to Westwood	100,000	1,085,000	6,715	94,485	983,800
31394 Jupiter-Spring Creek/Chaparra	1,730,000	2,589,000	1,297,044	1,243,635	48,321
31397 McDermott Widen Coit/Custer	100,000	815,000	14,734	-	800,266
31403 P Ave-Park to Parker	706,000	1,205,000	291,696	855,336	57,968
31409 Premier-Ruisseau to Heritage	700,000	1,750,000	135,370	36,340	1,578,290
31410 Preston/Plano Pkwy Intersection	100,000	500,000	-	-	500,000
31412 Ridgeview, Custer-W to E of Independence	200,000	2,000,000	3,250	194,035	1,802,715
31413 Marsh Ln-Park Blvd North	-	673,000	574,378	53,394	45,228
31418 Spring Creek-Midway to Tollway	-	3,047,000	2,844,923	159,801	42,276
31419 Los Rios-Kite to PESH	-	598,000	596,843	-	1,157
31424 Tollway Serv Roads-Parker	371,000	916,000	713,935	167,123	34,942
31425 Traffic Analysis Grade	-	95,000	86,258	-	8,742
31427 Tollway Svc Road-Spring Creek	1,300,000	2,041,000	92,170	32,349	1,916,481
31429 McDermott-Ohio to Robinson	1,400,000	1,835,000	254,449	12,635	1,567,916
31432 Plano Pkwy-E of Los Rios	2,425,000	2,770,000	(119,942)	21,924	2,868,018
31433 H Ave-13th to 14th	25,000	100,000	123,529	1,160	(24,689)
31436 Executive/190 Connector	-	-	34,858	23,155	(58,013)
31437 Willowbend South of Windhaven	-	-	-	36,038	(36,038)
31 Streets	17,412,000	68,239,000	32,550,357	3,737,021	31,951,622
32 Mass Transit & Downtown Improvmt					
32492 Downtown Cons-Phase II	-	542,000	539,755	1,848	397
32493 Downtown Street Improvements	-	1,695,000	1,641,243	4,921	48,836
32 Mass Transit & Downtown Improvmt	-	2,237,000	2,180,998	6,769	49,233
34 Sidewalks					
34556 Barrier Free Ramps	800,000	5,105,000	2,746,112	-	2,358,888
34 Sidewalks	800,000	5,105,000	2,746,112	-	2,358,888



**CAPITAL IMPROVEMENTS
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	<u>2003 - 04 BUDGET</u>	<u>LIFETIME ALLOTMENT PROJECTION</u>	<u>INCEPTION TO DATE EXPENDITURES</u>	<u>ENCUMBRANCES</u>	<u>AVAILABLE</u>
36 Traffic Signalization					
36726 Signalization Upgrade	200,000	2,126,000	1,471,802	40,000	614,198
36727 Traffic Signalization	500,000	12,389,000	7,033,301	114,662	5,241,037
36742 Computerized Signal System	825,000	3,265,000	160,195	61,410	3,043,395
36743 Tollway Traffic Signals	-	221,000	119,576	-	101,424
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36 Traffic Signalization	1,525,000	18,001,000	8,784,874	216,072	9,000,054
37 Misc. Street Improvements					
37752 Roadway Median Landscaping	300,000	2,968,000	1,631,727	13,319	1,322,954
37753 Railroad Crossings	-	1,083,000	333,001	-	749,999
37760 Street Lighting	400,000	3,431,000	1,842,930	-	1,588,070
37766 Alley Reconstruction	-	5,725,000	3,525,207	-	2,199,793
37767 Alley Reconstruction No.2	313,000	501,000	344,635	56,847	99,518
37786 New Concrete Alleys	200,000	2,140,000	1,440,304	48,010	651,686
37807 Alcatel Infrastructure	25,000	1,000,000	256,588	-	743,412
37812 East Side Entryway	23,000	524,000	74,849	7,796	441,355
37818 15th Street Reconstruction	120,000	200,000	-	-	200,000
37826 Ramp Reconstruction US 75	300,000	1,457,000	121,839	281,357	1,053,804
37830 Spring Creek-White Rock to Tollway	-	3,156,000	2,779,890	416,026	(39,916)
37831 Landscaping Street Enhancements	330,000	980,000	22,666	1,854	955,480
37832 Douglas Sidewalks	105,000	200,000	123,242	6,887	69,871
37833 Fulgham Street Reconstruction	270,000	370,000	26,000	246,302	97,698
37834 Pecan Lane Reconstruction	358,000	421,000	36,278	16,552	368,170
37835 Tollroad/Chapel Hill Ramps	-	5,000,000	12,900	-	4,987,100
37836 Armstrong Alley Reconstruction	750,000	798,000	45,345	337,636	415,019
33-P121 Spring Creek at Coit Intersection Improv.	50,000	400,000	-	-	400,000
33-P123 Willow Bend-S of Windhaven Pkwy	50,000	300,000	-	-	300,000
33-P138 Preston/Legacy Intersection Improvmt	50,000	250,000	-	-	250,000
33-P139 Alley Reconstruction-Dallas North 12	100,000	600,000	-	-	600,000
33-p142 Jupiter/Plano Pkwy Intersection Improv.	25,000	100,000	-	-	100,000
33-p144 Parker Road at US 75	200,000	4,050,000	-	-	4,050,000
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37 Misc. Street Improvements	3,969,000	35,654,000	12,617,401	1,432,586	21,604,013
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00033 Street & Drainage Improvement	23,706,000	129,236,000	58,879,742	5,392,448	64,963,810
00034 Sewer CIP					
44 Sewer Reserve Projects					
44401 White Rock Sewer Valve Installation	-	19,000	18,800	-	200
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44 Sewer Reserve Projects	-	19,000	18,800	-	200



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF DECEMBER 31, 2003**

	2003 - 04 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
46 Wastewater Mains					
46651 9001-Misc Oversize Participation	50,000	1,092,000	486,581	-	605,419
46666 Alcatel DSC Infrastructure	44,000	350,000	220,860	-	129,140
46672 Downtown Sewer	-	104,000	102,743	1,412	(155)
46682 14th Street G to K	-	43,000	38,525	4,093	382
46684 South Cedar Elm Sewer Improvements	-	65,000	50,313	7,277	7,410
46685 Briarcreek San. Swr. Cap. PhII	1,820,000	1,960,000	82,623	90,693	1,786,684
46686 Pecan Lane	158,000	175,000	10,880	6,421	157,699
46687 H Avenue Sewer	-	-	22,587	3,818	(26,405)
46 Wastewater Mains	2,072,000	3,789,000	1,015,112	113,714	2,686,579
48 Miscellaneous-Wastewater					
48802 Infrastructure Renovation	100,000	7,256,000	570,896	1,207	6,683,897
48838 Aerial Cross Eros Control	100,000	1,368,000	469,900	-	898,100
48847 Inflow/Infiltration Program	550,000	7,658,000	2,175,820	83,033	5,399,147
48861 I & I Repairs-Contracts	3,000,000	27,406,000	8,028,406	1,730,226	17,647,368
48870 Eastside No.2 Sanitary Sewer Rehab	-	677,000	676,229	-	771
48874 Janwood	20,000	230,000	2,131	24,869	203,000
48876 P Ave-Park to Parker Rehab	-	215,000	156,877	16,092	42,031
48877 Manhole Sealing	300,000	2,710,000	474,268	261,139	1,974,593
48880 RT Zoning Sanitary Sewer Line	275,000	-	-	20,000	(20,000)
48882 Westlake/Northcrest	-	185,000	12,750	2,250	170,000
48883 Ridgewood Basin	50,000	300,000	190,893	78,701	30,406
48884 Cottonwood Ck Aerial Cross Rep	-	120,000	104,349	15	15,636
48885 Plano Pkwy East I/I Investigation	30,000	180,000	123,161	53,339	3,500
48886 Alley Reconstruction No. 2	-	240,000	157,363	6,147	76,490
48887 Alley Reconstruction-Armstrong Park	163,000	179,000	-	31,129	147,871
48889 Wastewater System Analysis	-	-	-	48,500	(48,500)
48 Miscellaneous-Wastewater	4,588,000	48,724,000	13,143,043	2,356,647	33,224,310
49 Administration					
49892 Administration	305,139	5,530,669	3,224,800	-	2,305,869
49 Administration	305,139	5,530,669	3,224,800	-	2,305,869
34-P31 Alley Reconstruction No. 2	190,000	240,000	-	-	240,000
34-P32 Ridgeview Dr/SH 121 Sanitary Sewer	400,000	400,000	-	-	400,000
	590,000	640,000	-	-	640,000
00034 Sewer CIP	7,555,139	58,702,669	17,401,755	2,470,361	38,856,958
00035 Capital Reserve					
43 Pumping Facilities					
54465 Stadium Pump Station	-	-	5,620	-	(5,620)
43 Pumping Facilities	-	-	5,620	-	(5,620)



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	2003 - 04 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
51 Streets & Drainage					
51118 Res. St & Alley Replacement	4,000,000	42,912,000	12,572,021	1,033,651	29,306,328
51120 Screening Wall Repairs	1,100,000	7,737,000	1,671,247	30,300	6,035,453
51128 Sidewalk Repairs	1,000,000	19,010,000	9,511,476	885,891	8,612,633
51131 Arterial Concrete Repairs	1,600,000	18,868,000	6,501,994	541,589	11,824,417
51134 Undersealing Program	1,500,000	10,931,000	1,689,744	1,210,284	8,030,972
51136 Curb Median Repairs	200,000	489,000	288,815	-	200,185
51137 Legacy-US 75 to SH 121	300,000	1,901,000	1,300,318	259,555	341,127
51138 Traffic Signal Improvement	500,000	2,856,000	381,419	4,550	2,470,031
51139 Dublin Road Resurfacing	-	90,000	51,375	2,322	36,303
35-P82 Alma Road Whitetopping	120,000	1,520,000	-	-	1,520,000
51 Streets & Drainage	10,320,000	106,314,000	33,968,409	3,968,142	68,366,209
53 Park Improvements					
53307 Athletic Fields	600,000	6,570,000	2,123,375	597,530	3,849,095
53321 Bob Woodruff Park	1,250,000	2,097,000	553,464	47,506	1,496,030
53337 Low Water Corssing Replacement	-	1,185,000	829,661	-	355,339
53338 Municipal Golf Course	85,000	2,094,000	1,757,418	-	336,582
53341 Park Signage Replacement	15,000	133,000	22,550	-	110,450
53345 Accessible Drinking Fountains	-	-	22,193	-	(22,193)
53346 Maintenance Shop Renovations	25,000	231,000	71,993	-	159,007
53347 Highpoint Tennis Center	95,000	537,000	348,666	-	188,334
53350 Highpoint North	-	-	37,103	-	(37,103)
53351 Restroom Fix Replacement	25,000	444,000	50,783	37,733	355,484
53353 Irrigation Renovations	75,000	6,225,000	556,165	-	5,668,835
53354 Parking Lot Replace	950,000	3,108,000	502,385	463,400	2,142,215
53356 Playground Replacements	475,000	3,921,000	1,244,407	132,320	2,544,273
53357 Trail Repairs	600,000	6,224,000	552,959	-	5,671,041
53362 Park Shelter Replacements	125,000	380,000	55,000	-	325,000
53363 Park Structures & Equipment	150,000	1,913,000	413,348	33,223	1,466,429
53365 Park Restoration & Cleanup	20,000	120,000	19,450	-	100,550
53366 Preston Meadow Park	250,000	250,000	-	-	250,000
53367 Shawnee Park Renovation	-	-	226,360	11,169	(237,529)
53368 Silt Removal	-	-	-	-	-
35-P05 Recreation Center Equipment	100,000	600,000	-	-	600,000
35-P06 Silt Removal	35,000	350,000	-	-	350,000
35-P07 Interurban Building	10,000	20,000	-	-	20,000
53 Park Improvements	4,885,000	36,402,000	9,387,280	1,322,881	25,691,839
54 Municipal Facilities					
54422 Carpenter Park Rec Ctr Renovation	64,000	618,000	325,579	-	292,421
54423 Plano Centre Renovation	180,000	875,000	340,422	15,294	519,284
54424 Municipal Center Renovations	236,000	928,000	408,768	6,233	512,999
54425 Animal Shelter Modifications	-	56,000	56,064	-	(64)
54426 Aquatic Ctr Renovation	-	323,000	280,506	-	42,494
54432 Schim Brick Sealing	-	25,000	17,900	-	7,100
54436 Douglass recreation Center	55,000	301,000	61,120	500	239,380
54440 Harrington Library	-	192,000	122,241	-	69,759
54442 Municipal Annex	-	-	10,082	-	(10,082)
54443 Municipal Center South	4,000	185,000	19,765	-	165,235
54448 Fire Station #6 Modification	56,000	104,000	12,619	-	91,381



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54449 Roof Replacements	-	91,000	31,468	1,000	58,532
54452 Recreation Facility Renovation	-	271,000	266,070	8,354	(3,424)
54455 Remodel/refurbish City Bldgs	-	681,000	541,085	9,592	130,323
54456 Replace Air Conditioning Unit	-	696,000	451,329	12,477	232,194
54460 Council Chambers Digital	-	1,600,000	1,198,447	216,801	184,752
54462 Neighborhood Revitalization	100,000	1,300,000	-	-	1,300,000
54463 Pecan Hollow Clubhouse	-	241,000	241,289	-	(289)
54465 - P Asbestos Testing & Removal	40,000	200,000	-	-	200,000
54466 Asbestos Testing & Removal	-	-	1,450	3,710	(5,160)
54466 - P Mold Testing 7 Removal	47,000	235,000	-	-	235,000
54467 Fire Station #7 - Bldg #59	-	-	2,040	-	(2,040)
54468 Property House - Bldg #87	-	-	5,801	3,700	(9,501)
54469 Custer Pump Station - Bldg #14	-	-	950	-	(950)
54470 Shiloh Pump Station - Bldg #12	-	-	950	-	(950)
54471 Williams Natatorium - Bldg #27	-	-	650	-	(650)
54471 - P Fire Station #7	64,000	158,000	-	-	158,000
54472 Facilities Maintenance - Bldg #24	-	-	350	-	(350)
54472 - P EOC Radio Tower	14,000	14,000	-	-	14,000
54473 Police Assembly - Bldg #8	-	-	58	-	(58)
54473 - P Parkway Radio Tower	14,000	14,000	-	-	14,000
54474-P Dozier Radio Tower	14,000	14,000	-	-	14,000
54478 - Fire Station #1 - Bldg #77	-	-	-	2,800	(2,800)
54 Municipal Facilities	888,000	9,122,000	4,397,003	280,461	4,444,536
55 Miscellaneous					
55501 Ligustrum Replacement	5,000	175,000	125,107	-	49,893
55 Miscellaneous	5,000	175,000	125,107	-	49,893
00035 Capital Reserve	16,098,000	152,013,000	47,883,419	5,571,484	98,552,477
00036 Water CIP					
67 Special Projects					
67892 Administration- Water	305,139	5,806,669	2,704,028	-	3,102,641
67 Special Projects	305,139	5,806,669	2,704,028	-	3,102,641
68 Water Projects					
68164 Fire Hydrants	250,000	1,961,000	618,276	298,915	1,043,809
68176 Hedgcoxe Main-East of Custer	-	444,000	389,335	53,410	1,255
68178 Independence Square	915,000	1,465,000	264,737	753,191	447,072
68187 Shiloh - Park to Parker	-	235,000	120,877	-	114,123
68301 Preston Elevated Tank	-	534,000	508,013	24,301	1,686
68304 Ridgeview Pump Station Additions	-	11,033,000	9,598,389	12,271	1,422,340
68311 Wentworth Tank	-	3,042,000	3,035,556	-	6,444
68354 Monitoring & Control/Ridgeview	80,000	580,000	-	-	580,000
68405 Alcatel Infrastructure	50,000	580,000	59,066	-	290,934
68456 Oversize Participation	100,000	2,463,000	1,380,624	-	1,082,376



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF DECEMBER 31, 2003**

	2003 - 04 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
68460 Water Line Rehab III	-	12,171,000	1,964,917	-	10,206,083
68467 Downtown Waterlines	-	318,000	294,870	1,178	21,952
68896 Ridgeview Transmission Line East	-	3,082,000	2,829,792	(1,868)	254,076
68905 Janwood - Alma to Westwood	25,000	200,000	3,793	52,408	143,799
68911 McDermott/Rasor-TXU Easement	1,650,000	2,019,000	196,881	1,467,715	354,404
68913 P Ave-Park to Parker Rehabilitation	-	366,000	5,071	-	360,929
68914 P Ave-Park to Parker Rehab	-	370,000	234,046	35,939	100,015
68923 Wentworth Tank Lines	-	1,118,000	732,352	-	385,648
68930 Seabrook Main-W of Chase Oak	-	425,000	397,006	24,842	3,152
68932 14th Street G to K	-	150,000	151,619	(4,093)	2,474
68934 Parker Road Extension	-	48,000	61,106	-	(13,106)
68936 Prairie Creek Water Rehab	-	1,013,000	917,847	4,410	90,743
68942 Jupiter-Parker to Royal	360,000	400,000	22,610	459,137	(81,747)
68943 Kimberlea Water Rehab	450,000	1,385,000	468,134	892,085	24,781
68944 Los Rios-Jupiter to Park	346,000	536,000	95,491	2,496	438,013
68945 Marsh Lane-Park Blvd North	-	80,000	64,566	1,639	13,795
68947 Spring Creek-Midway to Tollway	-	50,000	22,556	19,639	7,805
68948 Spring Creek-White Rock	-	80,000	74,290	5,434	276
68949 Waterline Crossing No. 1	500,000	615,000	48,860	38,560	527,580
68950 McDermott/Rasor-Ohio to Robinson	95,000	191,000	3,310	-	187,690
68951 Plano Pkwy-Los Rios-14th	100,000	123,000	10,250	1,550	111,200
68952 Downtown Fire Protection	50,000	100,000	37,882	26,463	35,655
68953 15th St.-G to I	8,000	162,000	-	-	162,000
68954 H Ave-13th to 14th	-	20,000	47,854	1,511	(29,365)
68955 Jupiter Spring Creek to Chaparral	-	-	38,777	4,291	(43,068)
68956 Dallas N15 Waterline Rehab	-	-	1,300	129,906	(131,206)
68957 Briarcreek Waterline	-	-	-	11,634	(11,634)
68962 Water Remodeling Extended	-	-	-	9,500	(9,500)
68963 Water Distribution Analysis	-	-	817	9,183	(10,000)
36-p99 Bronze Leaf Water	125,000	150,000	-	-	150,000
36-P100 Jupiter - Spring Creek to cahparral	50,000	110,000	-	-	110,000
36-P101 Dallas north 15 Water Line Rehab	150,000	1,400,000	-	-	1,400,000
36-p103 Landershire Drive Water Rehab	208,000	262,000	-	-	262,000
36-p102 SH 121 Utility Adjustments	100,000	125,000	-	-	125,000
68 Water Projects	5,612,000	49,176,000	24,700,870	4,335,647	20,139,483
00036 Water CIP	5,917,139	54,982,669	27,404,898	4,335,647	23,242,124



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF DECEMBER 31, 2003**

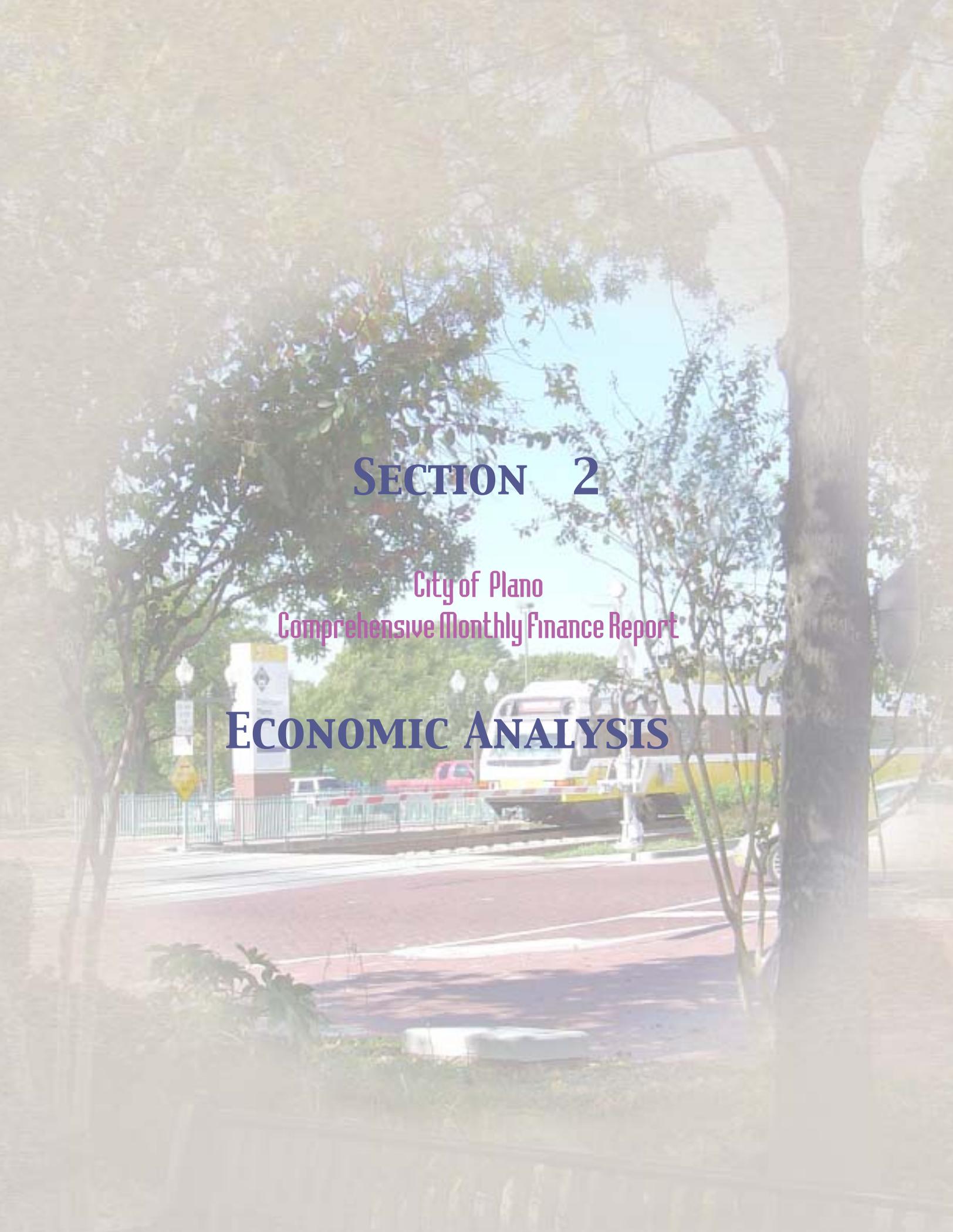
	2003 - 04 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
00038 DART Local Assistance					
83 CMS-Technical Support					
83301 CMS Cap Support	-	17,000	14,424	-	2,576
83302 CMS Trans Staff	205,000	1,284,000	1,125,809	-	158,191
83 CMS-Technical Support	205,000	1,301,000	1,140,233	-	160,767
84 CMS-Capital					
84409 14th st G to K Ave	-	769,000	711,237	17,311	40,452
84413 Westside Intersection Impovements	178,000	986,000	676,499	12,905	296,596
84417 W. Intersection-Pkwy/Ohio	30,000	60,000	10,190	99,854	(50,044)
84418 W. Intersection-SC/Tollway Rtrun	-	60,000	-	57,764	2,236
84 CMS-Capital	208,000	1,875,000	1,397,926	187,834	289,240
00038 DART Local Assistance	413,000	3,176,000	2,538,159	187,834	450,007
00052 Park Service Area Fees					
A01 AREA 01					
01002 Cottonwood Creek Greenbelt	-	920,000	469,195	-	450,805
A01 AREA 01	-	920,000	469,195	-	450,805
A02 AREA 02					
02023 Willowcreek Park	-	-	5,162	-	(5,162)
A02 AREA 02	-	-	5,162	-	(5,162)
A03 AREA 03					
03033 Jupiter Road Site	-	703,000	602,434	22,617	77,949
A03 AREA 03	-	703,000	602,434	22,617	77,949
A04 AREA 04					
04044 Hoblitzelle Trail	75,000	314,000	239,018	-	74,982
A04 AREA 04	75,000	314,000	239,018	-	74,982
A05 AREA 05					
05051 Chisholm Trail	50,000	248,000	47,993	-	200,007
A05 AREA 05	50,000	248,000	47,993	-	200,007



**CAPITAL IMPROVEMENTS
PROJECTS
AS OF DECEMBER 31, 2003**

	2003 - 04 BUDGET	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
A06 AREA 06 06062 Evans Park	100,000	100,000	-	-	100,000
A06 AREA 06	100,000	100,000	-	-	100,000
A09 AREA 09 09092 Custer/Russell Creek Site	-	1,299,000	1,159,026	-	139,974
09093 Ridgeview-Independence	-	615,000	612,230	-	2,770
09094 Russell Creek Greenbelt	-	1,449,000	1,434,689	-	14,311
09095 Russell Creek Park	50,000	50,000	150,000	-	(100,000)
A09 AREA 09	50,000	3,413,000	3,355,945	-	57,055
A10 AREA 10 10004 Preston Ridge Trail	160,000	896,000	639,213	-	256,787
10005 Legacy Trail	300,000	1,741,000	817,699	4,900	918,401
10006 Razor Park	-	806,000	780,146	-	25,854
10007 Bluebonnet Trail	250,000	250,000	-	-	250,000
A10 AREA 10	710,000	3,693,000	2,237,058	4,900	1,451,042
A11 AREA 11 11114 Preston Ridge Trail	25,000	391,000	140,878	-	250,122
A11 AREA 11	25,000	391,000	140,878	-	250,122
A12 AREA 12 12122 White Rock Creek Greenbelt	-	516,000	16,002	-	499,998
A12 AREA 12	-	516,000	16,002	-	499,998
A13 AREA 13 13133 Marsh Lane Site	50,000	250,000	200,000	-	50,000
13134 Northwest Greenbelt	100,000	935,000	722,020	-	212,980
A13 AREA 13	150,000	1,185,000	922,020	-	262,980
00052 Park Service Area Fees	1,160,000	11,483,000	8,035,705	27,517	3,419,778
00053 Creative & Perf Arts Facility 56531 Creative & Perf Arts Facility	-	19,402,000	25,278	-	19,376,722
56532 Collin County Cultural Arts District	-	266,000	70,000	-	196,000
00053 Creative & Perf Arts Facility	-	19,668,000	95,278	-	19,572,722
00054 Animal Control Facility 57541 Animal Shelter	-	2,250,000	2,248,819	-	1,181
00054 Animal Control Facility	-	2,250,000	2,248,819	-	1,181
00059 Service Center Facility 59591 Svc ctr Site Improvements	-	1,043,000	1,024,617	1,058	17,325
58592 Parkway Svc Ctr Expansion	128,000	4,000,000	-	-	4,000,000
00059 Service Center Facility	128,000	5,043,000	1,024,617	1,058	4,017,325
00060 Joint Use Facilities 61110 Joint Use Facility	-	4,000,000	3,519,800	294,427	185,773
00060 Joint Use Facilities	-	4,000,000	3,519,800	294,427	185,773



The background of the page is a photograph of a street scene. In the foreground, there are several large, leafy trees with green and some yellowing leaves, suggesting an autumn setting. The street is paved with reddish-brown bricks. In the middle ground, a yellow and white truck is driving away from the camera. To the left, there is a white signpost with a yellow diamond-shaped sign. The sky is a clear, light blue. The overall scene is bright and sunny.

SECTION 2

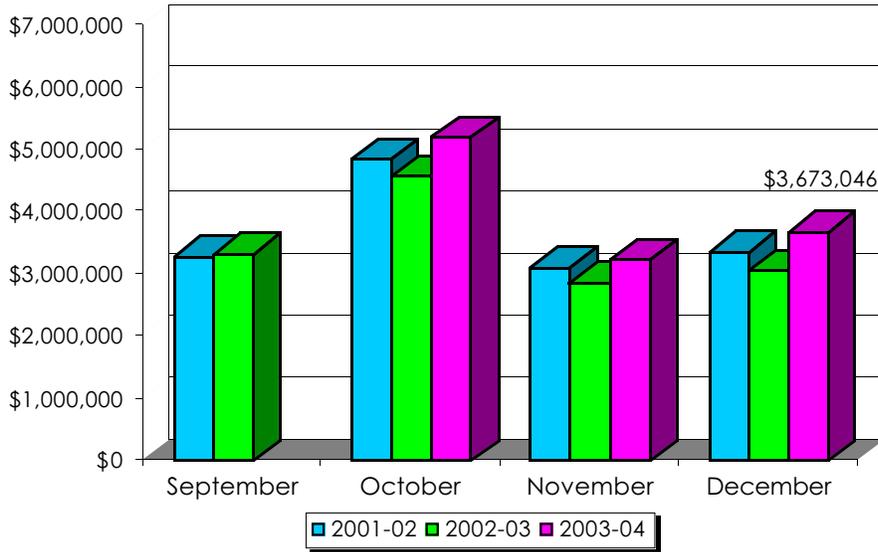
City of Plano
Comprehensive Monthly Finance Report

ECONOMIC ANALYSIS

Economic Analysis

Sales tax of \$3,673,046 was reported in December for the City of Plano. This amount represents an increase of 20.43% from receipts in December 2002.

Sales Tax
Actual Monthly Revenue
Figure I



Sales tax revenue is generated from the 1% tax on applicable business activity within the City. These taxes were collected in November by businesses filing monthly returns, reported in December to the State, and received in January by the City of Plano.

Figure I represents actual sales and use tax receipts for the months of September through December for fiscal years 2001-02 and 2002-03, and for October through December of fiscal year 2003-2004.

Annualized Sales Tax Index
Compared to Dallas Consumer Price Index
Figure II

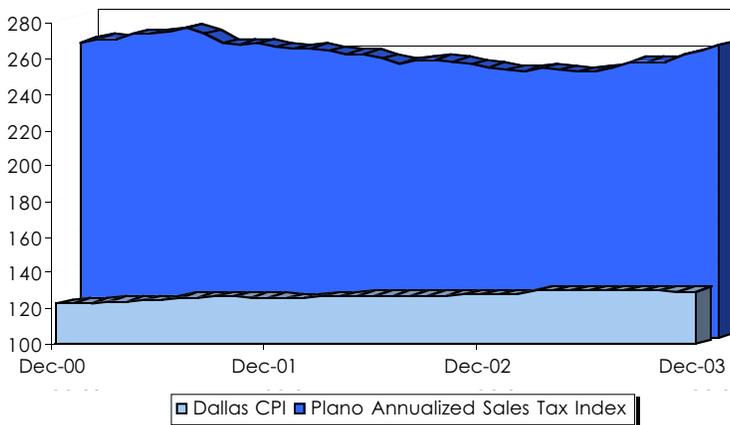


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For December 2003, the adjusted CPI was 129.24 and the Sales Tax Index was 264.13. Since January 1998, the BLS has changed the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

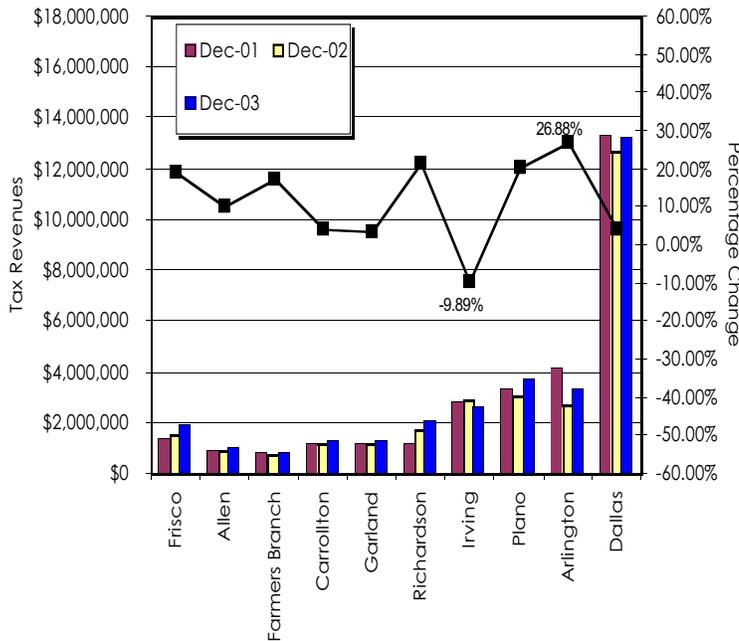


Economic Analysis

Figure III shows sales tax receipts from December 2001 – December 2003 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.25% sales tax rate with .25% dedicated to road maintenance. For the December reporting month, the City of Plano received \$3,673,046 from this 1% tax.

Sales Tax Comparisons City of Plano and Area Cities

Figure III



The percentage change in sales tax collections for the area cities from December 2002 to December 2003 ranged from 26.88% for the City of Arlington to -9.89% for the City of Irving.

In December 2003, a total of 52 actual single-family housing permits, representing a value of \$10,950,432, were issued. This value represents a 14.06% decrease from the same period a year ago. Annualized single-family housing starts of 884 represent a value of \$167,167,019.

Single Family Housing Starts

Figure IV

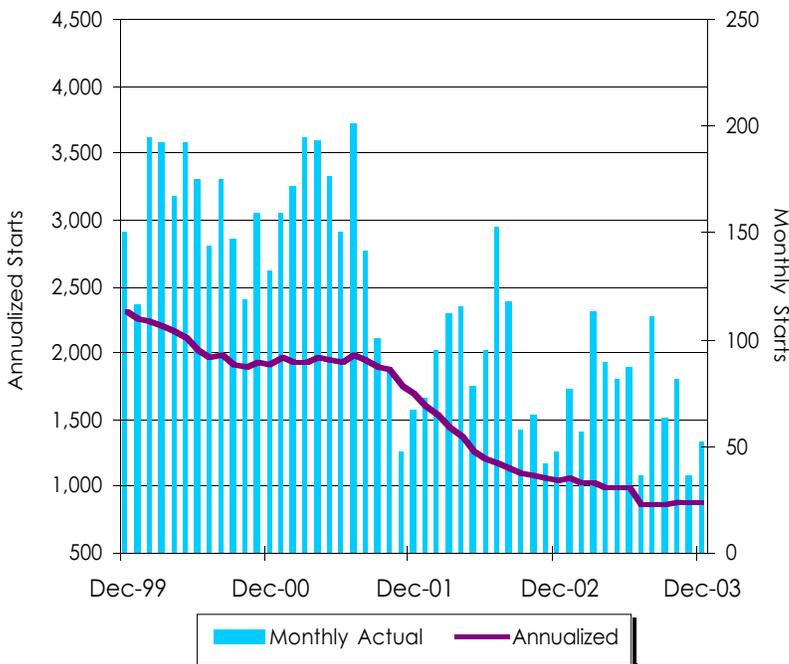


Figure IV above shows actual single-family housing starts versus annualized housing starts for December 1999 through December 2003.



Economic Analysis

Yield Curve
Figure V

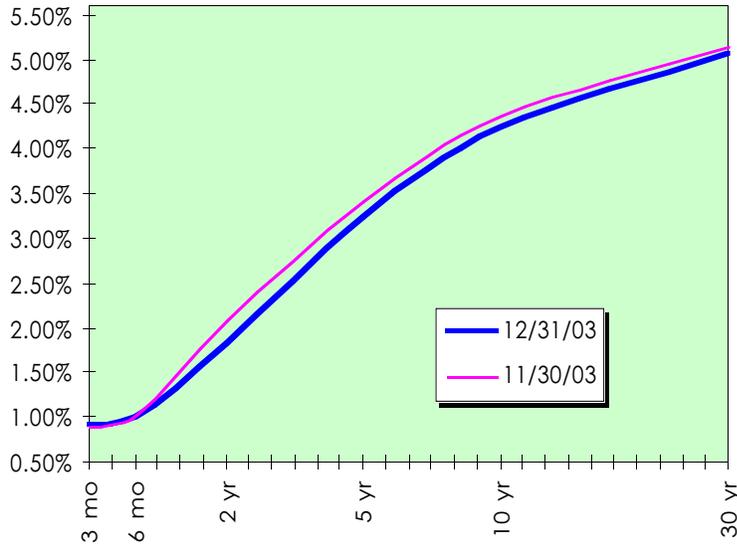


Figure V, left, shows the U.S. Treasury yield curve for December 31, 2003 in comparison to November 30, 2003. All but one of the reported treasury yields decreased in the month of December, with the greatest decrease in reported rates occurring in the 2-year sector at -27 basis points. The 3-month sector gained 1 basis point during the month.

Unemployment Rates
Unadjusted Rate Comparison
Figure VI

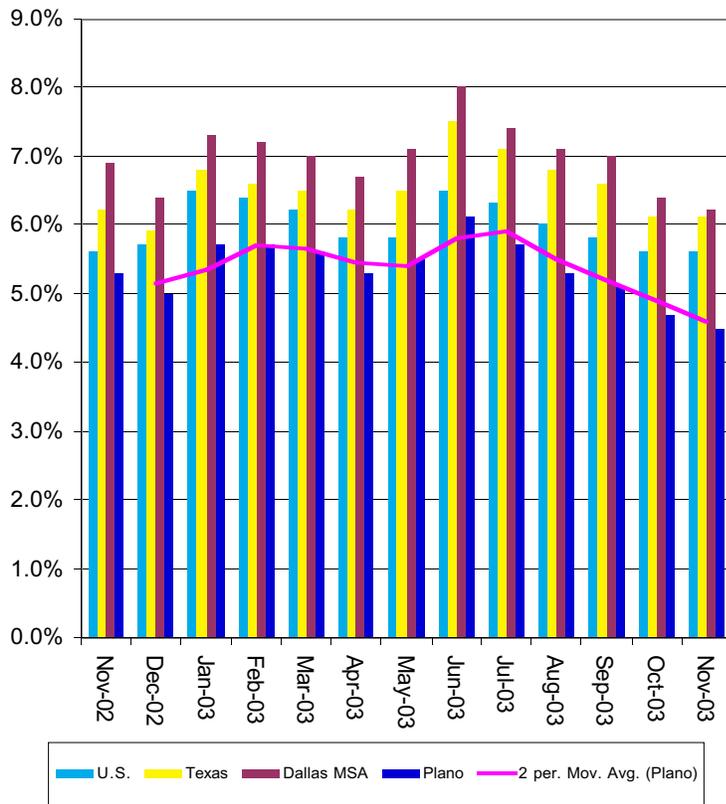


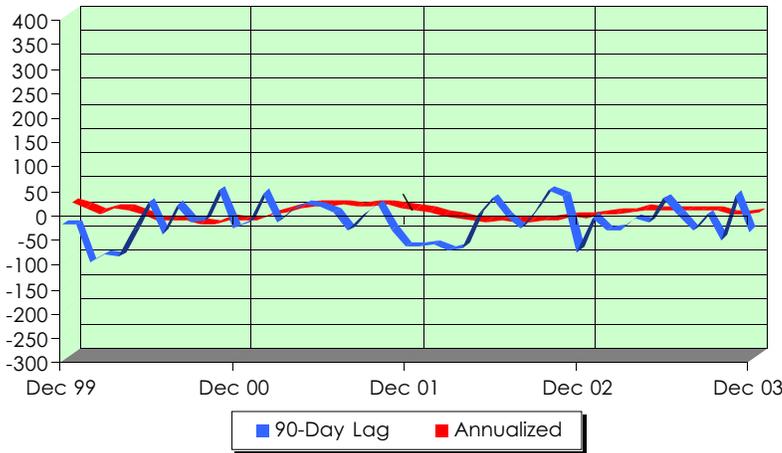
Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas Metropolitan Statistical Area (MSA) and the City of Plano from November 2002 to November 2003.



Economic Analysis

Figure VII shows the net difference between the number of housing starts three months ago (90-day lag) and new refuse customers in the current month (90-day lag) as well as the average difference between the two for the past four years (annualized).

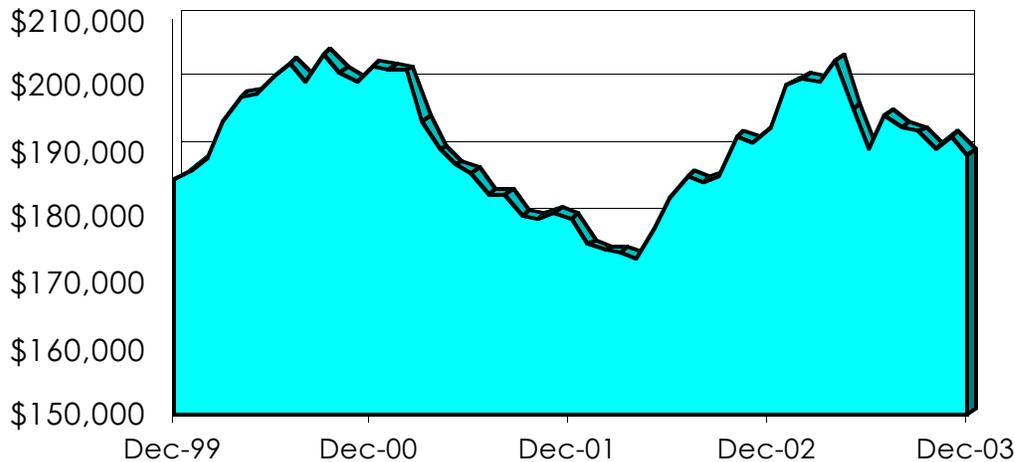
**Housing Absorption
90-Day Lag From Permit Date**
Figure VII



For the current month, the 90-day lag is 34 homes, meaning that in September 2003 there were 34 more housing starts than new refuse customers in December 2003. The annualized rate is -11, which means there was an average of 11 less housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes decreased 2.19% to \$189,103 when compared to December 2002.

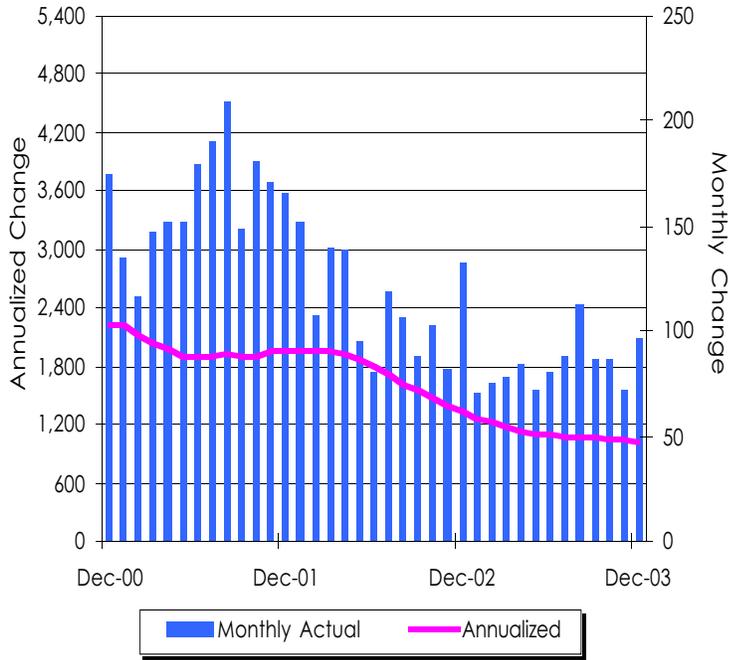
Single-Family New Home Value
Figure VIII



Economic Analysis

Refuse Collections Accounts Net Gains/Losses

Figure IX

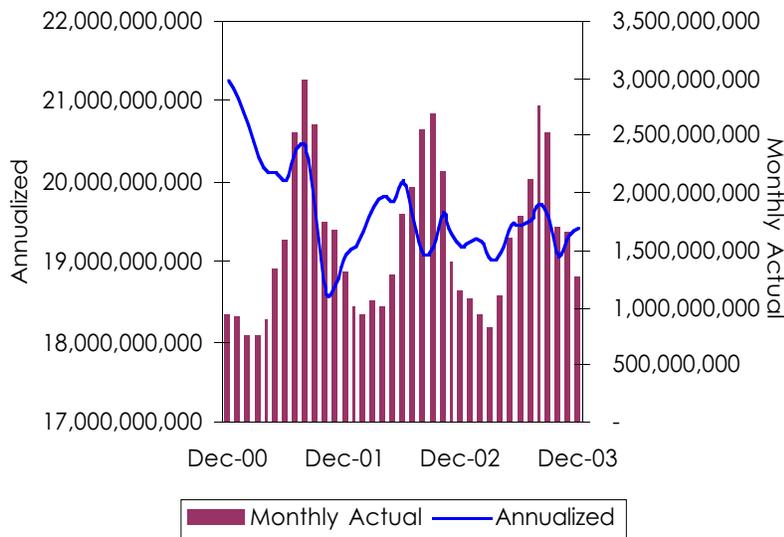


In December, net new refuse collection accounts totaled 97, in comparison to 133 new accounts in December of 2002. This change represents a decrease of 27.07% year-to-year. Annualized new refuse accounts totaled 1,004, showing a decrease of 342, or -25.41% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

Local Water Consumption (Gallons)

Figure X



In December, the City of Plano pumped 1,485,003,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,257,386,000 gallons among 74,347 billed water accounts while billed sewer accounts numbered 71,064. The minimum daily water pumpage was 44,238,000 gallons, which occurred on Friday, December 12th. Maximum daily pumpage was 52,644,000 gallons and occurred on Monday, December 22nd. This month's average daily pumpage was 47,903,000 gallons.

Figure X shows the monthly actual and annualized average for local water consumption.

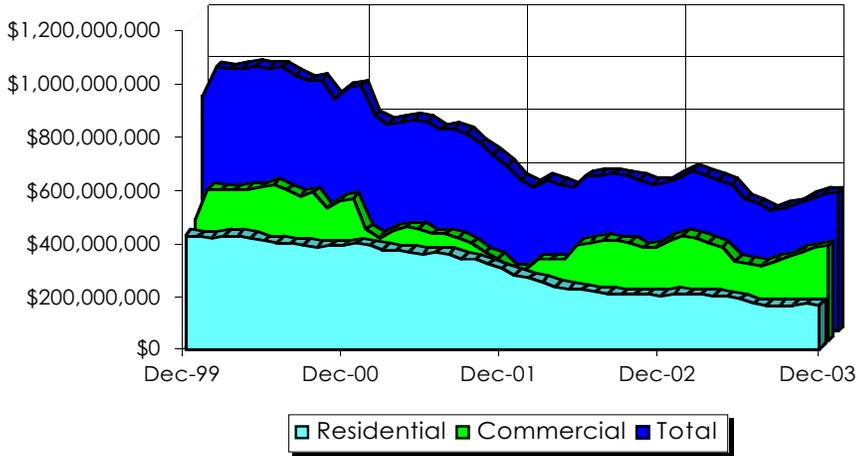


Economic Analysis

In December, a total of 105 new construction permits were issued, valued at \$43,784,481. This includes 52 single-family residences, 1 parking garage, 3 office/bank buildings, 3 other/commercial, 18 commercial additions/alterations, and 22 interior finish-outs. There were 18 permits issued for pools/spas.

Annualized Building Permit Values

Figure XI



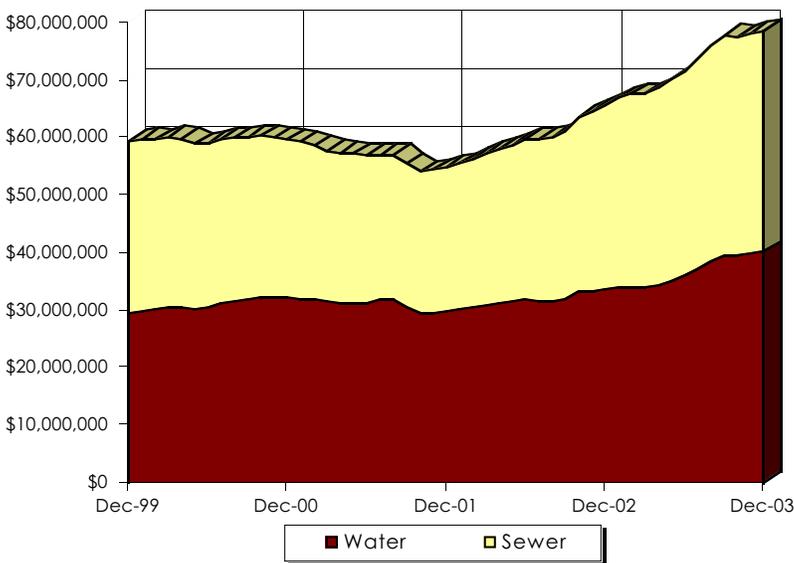
The overall annualized value was \$523,462,617, down 9.64% from the same period a year ago. The annualized value of new residential construction decreased to a value of \$167,167,019, down 17.73% from a year ago. The annualized value of new commercial construction decreased 5.28% to \$356,295,598.*

* As of January 2002, data on commercial construction value is based on both the building shell and interior finish work, per the Building Inspection Department.

The actual water and sewer customer billing revenues in December were \$2,591,822 and \$2,982,950, an increase of 13.13% and 3.97% respectively, compared to December 2002 revenues. The aggregate water and sewer accounts netted \$5,574,772 for an increase of 8.04%.

Annualized Water & Sewer Billings

Figure XII



December consumption brought annualized revenue of \$40,178,046 for water and \$38,405,722 for sewer, totaling \$78,583,768. This total represents an increase of 19.38% compared to last year's annualized revenue.

Figure XII presents the annualized billing history of water and sewer revenues for December 1999 through December 2003.

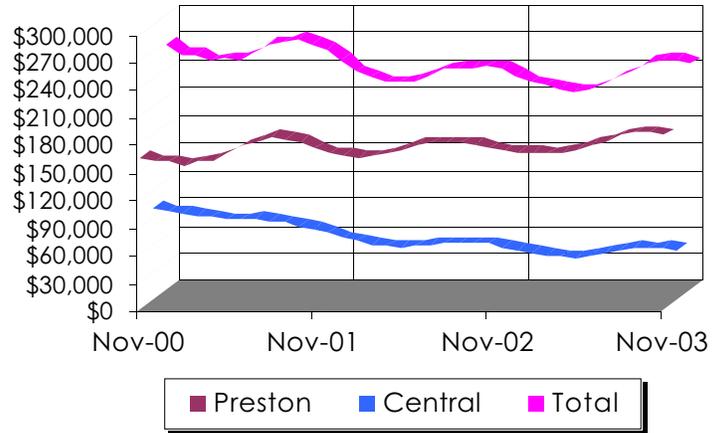


Economic Analysis

November revenue from hotel/motel tax was \$217,412.¹ This represents an increase of \$11,445 or 5.56% compared to November 2002. The average monthly revenue for the past six months (see graph) was \$244,641, an increase of 8.42% from the previous year's average. The average for the Central area was \$54,507 while the Preston area average increased to \$190,134.

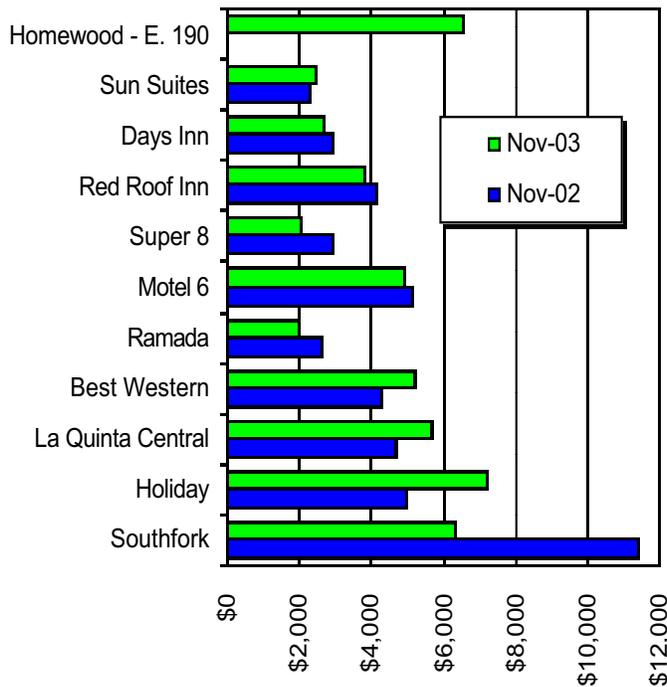
¹This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax.

Hotel/Motel Occupancy Tax Six Month Trend Figure XIII

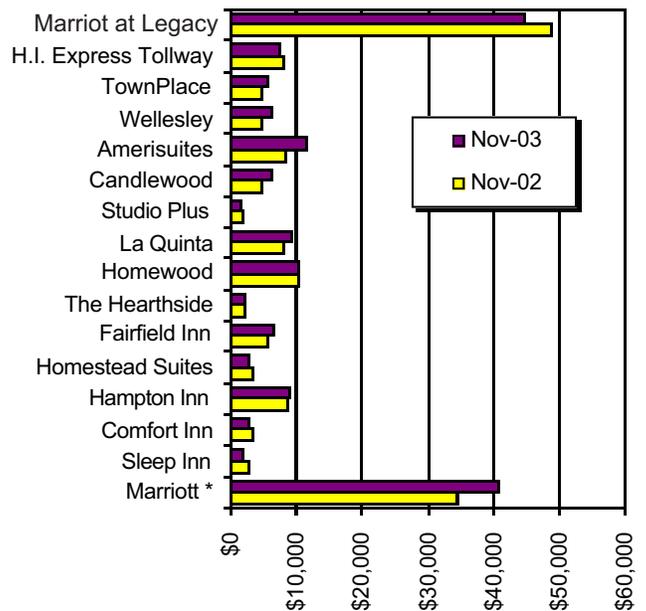


Figures XIV and XV show the actual occupancy tax revenue from each hotel/motel in Plano for November 2003 compared to the revenue received in November 2002.

Hotel/Motel Occupancy Tax Monthly Comparison by Hotel - Central Figure XIV



Hotel/Motel Occupancy Tax Monthly Comparison by Hotel - Preston Figure XV



* Since December 1998, Marriott International Tax Revenue Numbers On This Graph Represent Three (3) Marriott-Owned Hotels (Courtyard By Marriott 1N4, 1ND, and Residence Inn #323)



SECTION 3

City of Plano Comprehensive Monthly Finance Report

Funds of the City of Plano are invested in accordance with Chapter 2256 of the “Public Funds Investment Act.” The Act clearly defines allowable investment instruments for local governments. The City of Plano Investment Policy incorporates the provisions of the Act and all investment transactions are executed in compliance with the Act and the Policy.

INVESTMENT REPORT

INVESTMENT REPORT

DECEMBER, 2003

Interest received during December totaled \$481,119 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

The two-year Treasury note yield decreased during the month, starting at 2.09 and ending at 1.82.

As of December 31, a total of \$210.5 million was invested in the Treasury Fund. Of this amount, \$34.4 million was General Obligation Bond Funds, \$.5 million was Water & Sewer Revenue Bond Funds, and \$175.6 million was in the remaining funds.

Investments	Current Month Actual	Fiscal Y-T-D	Prior Fiscal Y-T-D	Prior Fiscal Year Total
(1) Funds Invested	\$19,665,000	\$41,645,000	\$45,575,000	\$330,223,837
(2) Interest Received	\$481,119	\$1,394,724*	\$1,856,982	\$7,270,655
(3) Earnings Potential Factor	185.3%	172.8%	148.2%	193.4 %
(4) Investment Potential	99.9%	100.5%	102.9%	100.4 %
(5) Actual Aggressive Dividend	\$39,069	\$90,104	\$51,987	\$239,104
(6) Average 2 Year T-Note Yield	1.88		1.81	

* See interest allocation footnote on Page C-3.

- (1) Does not include funds on deposit earning an "earnings credit" rate and/or moneys in investment pools.
- (2) Cash basis.
- (3) Comparison of actual yield of investments to average yield of 2 year Treasury notes for current month.
- (4) Measures the percent of funds invested at month end compared to total available investable funds.
- (5) Difference between amount of interest earned due to aggressive investing of funds, when compared to passive use of funds earning an "earnings credit" rate, during current month.
- (6) Compares 2003 to 2002.

Month-to-Month Comparison

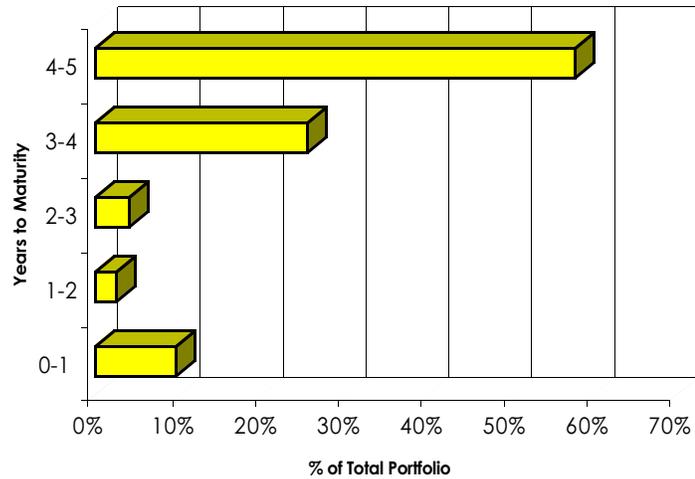
	Nov 03	Dec 03	Difference
Portfolio Holding Period Yield	2.92	2.88	-.04 (-4 basis points)
Avg. 2-Year T-Note Yield	1.90	1.88	-.02 (-2 basis points)



INVESTMENT REPORT

Portfolio Maturity Schedule Figure I

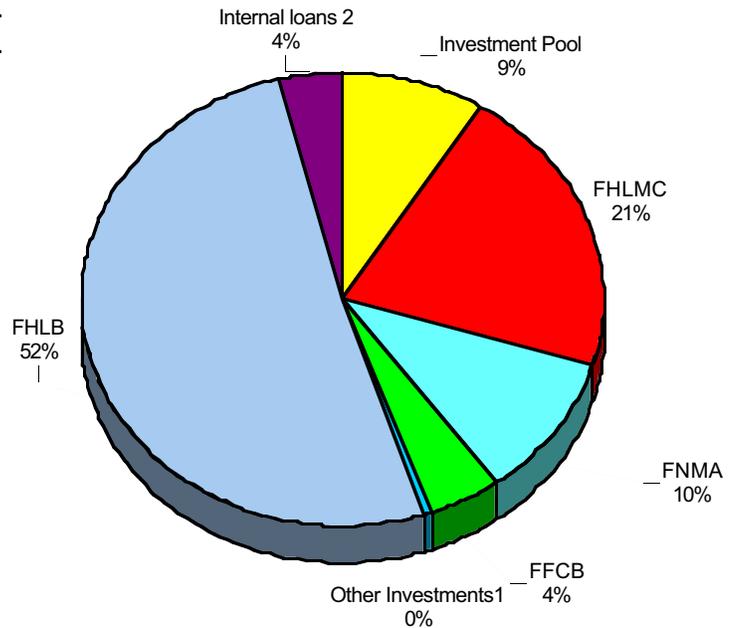
Years to Maturity*	Face Value	% Total
0-1	\$ 20,661,453	9.82%
1-2	5,415,000	2.57%
2-3	8,550,000	4.06%
3-4	53,804,286	25.56%
4-5	122,065,000	57.99%
Total	<u>\$ 210,495,739</u>	100.00%



*Does not take into consideration callable issues that can, if called, significantly shorten the Weighted Average Maturity.

Portfolio Diversification Figure II

Type	Face Value	% Total
Investment Pool	\$ 18,661,453	8.87%
FHLMC	43,665,000	20.74%
FNMA	22,000,000	10.45%
FFCB	9,195,000	4.37%
Other Investments ¹	1,000,000	0.48%
FHLB	107,899,674	51.26%
Internal loans 2	8,074,612	3.84%
Total	<u>\$ 210,495,739</u>	100.00%



¹ Other investments include CD's, municipal securities, and other agencies.

² Internal loans on annual basis as percent of portfolio



INVESTMENT REPORT

Allocated Interest/Fund Balances December, 2003

Figure III

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	(46,044.67)	27,314.68	\$ 24,062,215.82	11.50%
G.O. Debt Service	(13,629.46)	(9,139.22)	9,702,663.51	4.64%
Street & Drainage Improvements	(34,694.43)	28,361.75	14,833,978.08	7.09%
Sewer CIP	(13,841.39)	10,566.13	6,123,507.44	2.93%
Capital Reserve	(55,101.81)	35,573.67	24,173,907.88	11.55%
Water & Sewer Operating	(25,402.21)	21,168.53	11,147,693.02	5.33%
Water & Sewer Debt Service	(5,360.83)	1,664.00	2,505,223.50	1.20%
W & S Impact Fees Clearing	(2,541.84)	6,629.55	1,038,787.29	0.50%
Park Service Area Fees	(8,162.24)	6,089.02	3,462,246.22	1.65%
Property / Liability Loss	(12,555.87)	9,005.91	5,325,782.80	2.55%
Information Services	(15,401.95)	10,154.68	6,813,743.68	3.26%
Equipment Replacement	(17,134.63)	9,872.00	7,688,069.78	3.67%
Developers' Escrow	(15,603.76)	10,971.18	6,790,813.09	3.25%
G.O. Bond Funds	(78,868.67)	67,399.24	34,390,857.01	16.44%
Municipal Drainage Bond Clearing	(7,167.66)	5,010.54	3,096,556.94	1.48%
Other	(110,435.36)	79,418.84	47,995,687.14	22.94%
Total	\$ (464,386.70)	\$ 312,740.74	\$ 209,248,877.30	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of December 31, 2003, allocated interest to these funds may include an adjustment to fair value as required by GASB 31.

Portfolio Statistics

Month	Total Invested (End of Month)	Portfolio Yield	# Securities		Weighted Avg Maturity (Days)	# Securities
			Purchased*	Matured/ Sold/Called		
Jul-02	204,157,644	4.02%	11	28	859	146
Aug-02	212,293,086	4.00%	24	23	900	147
Sep-02	196,754,266	4.03%	14	26	988	135
Oct-02	188,803,645	4.05%	17	18	1084	134
Nov-02	183,859,089	3.91%	16	23	1077	127
Dec-02	204,837,880	3.72%	20	15	1080	132
Jan-03	239,087,966	3.44%	21	12	1006	141
Feb-03	249,239,409	3.57%	26	21	1115	146
Mar-03	237,058,776	3.32%	17	16	1021	147
Apr-03	225,904,430	3.39%	19	21	1071	145
May-03	218,253,385	3.12%	22	38	981	129
Jun-03	236,857,898	3.08%	49	14	1169	164
Jul-03	229,589,560	3.03%	23	24	1262	163
Aug-03	233,893,309	2.62%	0	21	1115	142
Sep-03	206,521,434	2.63%	0	14	1143	128
Oct-03	199,718,592	2.73%	4	4	1191	128
Nov-03	195,617,660	2.92%	14	4	1282	138
Dec-03	210,495,739	2.88%	18	8	1222	148

* Does not include investment pool purchases.



INVESTMENT REPORT

*Equity in Treasury Pool
By Major Category
Figure IV*

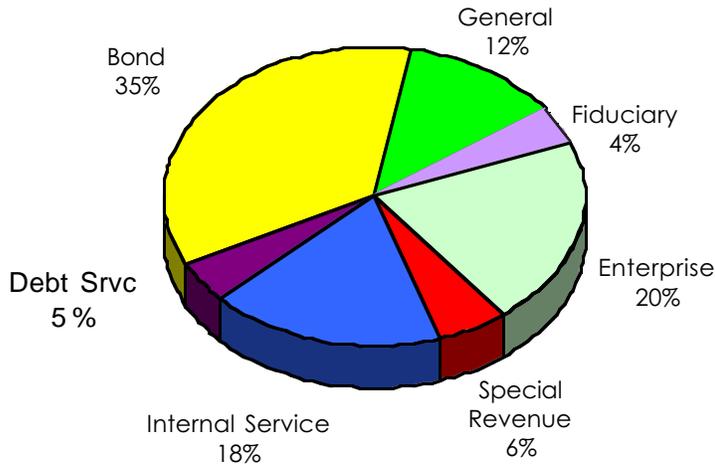
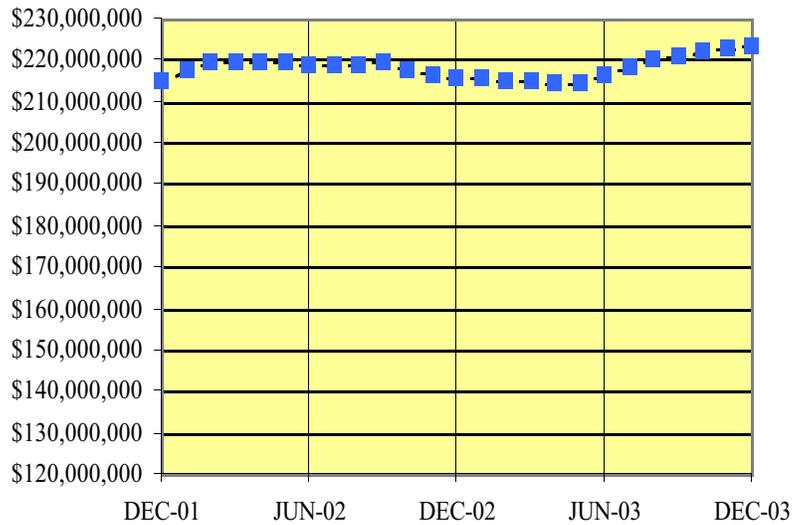
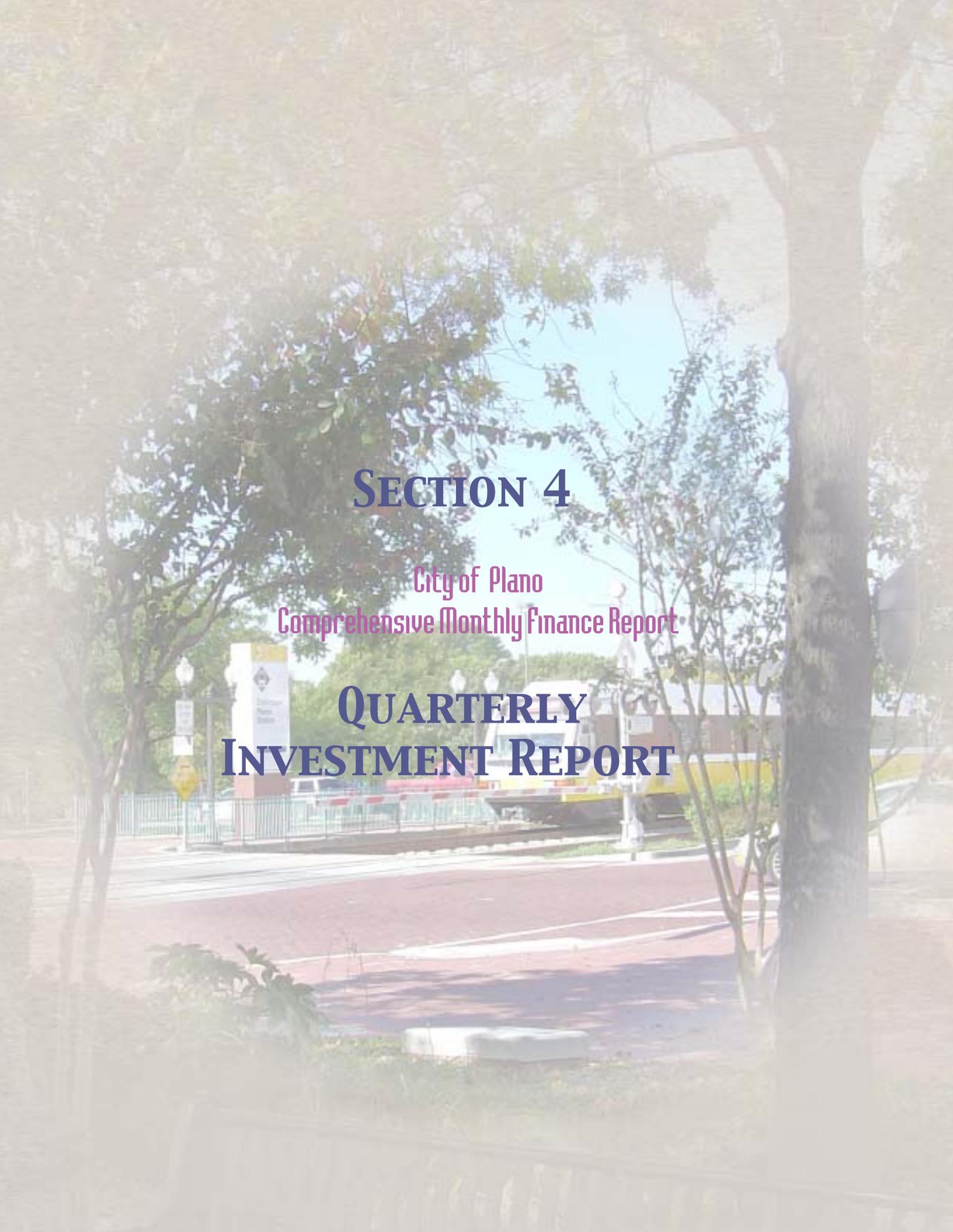


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of December 31, 2003. The largest category is comprised of bond funds in the amount of \$74.3 million. Closest behind are the Enterprise Funds with a total of \$42.7 million, and the Internal Service Funds with \$38.1 million.

*Annualized Average Portfolio
Figure V*

The annualized average portfolio for December 31, 2003 was 223,519,847. This is an increase of \$7,687,271 when compared to the December 2002 average of \$215,519,847.



The background of the page is a photograph of a park or public area. It features several large, leafy trees in the foreground and middle ground. In the background, there is a building with a white facade and a yellow stripe. A paved walkway or road is visible in the lower half of the image. The overall scene is bright and sunny, with a clear blue sky.

SECTION 4

*City of Plano
Comprehensive Monthly Finance Report*

QUARTERLY INVESTMENT REPORT

Investment Report

City of Plano

10/01/2003 - 12/31/2003

This report summarizes the investment position of the City of Plano for the period 10/01/2003 to 12/31/2003.

	10/01/03		12/31/03
Book Value	\$ 206,511,025.70	\$	210,485,535.83
Market Value	\$ 206,602,202.13	\$	209,518,161.32
Par Value	\$ 206,521,433.50	\$	210,495,739.40
 Change in Market Value		 \$	 (1,056,906.43)
 Weighted Average Maturity (in Days)	 1143		 1222
Weighted Average Yield-to-Maturity of Portfolio	2.6341%		2.8793%
Yield-to-Maturity of 2-Year T-Note	1.4700%		1.8200%
 Accrued Interest		 \$	 752,294.23

This report is presented in accordance with Texas Government Code, Title 10, Section 2256.023. The undersigned hereby certify that, to the best of their knowledge on the date this report was created, this report is in compliance with provisions of Texas Government Code, Section 2256 and with the stated policies and strategies of the City of Plano, Texas .



 Director of Finance



 Treasurer

Portfolio Position
City of Plano - Treasury
 Effective Interest - Actual Life
 Receipts in Period
 10/01/03 - 12/31/03

CUSIP	Invest Number	Security Description	Purchase Date	Par Value On 10/01/03	Par Value On 12/31/03	Market Val On 10/01/03	Market Val On 12/31/03	Amor Value On 10/01/03	Amor Value On 12/31/03
Combined Port	53974UZ4	04-0020-01 Commercial Paper 0.00	12/15/03	12/01/03	0.00	0.00	999,572.22	0.00	999,572.22
	Commercial Paper Total				0.00	0.00	0.00	0.00	0.00
31331Q2W6	03-0216	FFCB 2.60 10/02/07	07/02/03	1,195,000.00	1,195,000.00	1,183,802.85	1,173,346.60	1,195,000.00	1,195,000.00
31331Q7G6	03-0154	FFCB 3.65 05/14/08	05/14/03	1,000,000.00	1,000,000.00	1,003,130.00	1,000,000.00	1,000,000.00	1,000,000.00
31331Q7G6	03-0144	FFCB 3.65 05/14/08	05/14/03	1,000,000.00	1,000,000.00	1,047,529.39	1,034,036.30	1,000,000.00	1,000,000.00
31331Q798	03-0188	FFCB 2.95 06/12/08	06/12/03	2,000,000.00	2,000,000.00	1,987,500.00	1,961,880.00	2,000,000.00	2,000,000.00
31331Q7Y3	03-0103	FFCB 3.18 03/12/07	03/12/03	1,000,000.00	1,000,000.00	1,010,000.00	1,003,130.00	1,000,000.00	1,000,000.00
31331Q7V9	03-0207	FFCB 2.80 03/25/08	06/25/03	2,000,000.00	2,000,000.00	1,982,500.00	1,958,120.00	2,000,000.00	2,000,000.00
31331TME8	04-0029	FFCB 2.60 03/29/06	12/29/03	0.00	1,000,000.00	1,000,000.00	1,008,440.00	1,000,000.00	1,000,000.00
	FFCB Total			8,195,000.00	9,195,000.00	8,214,462.24	9,138,952.90	8,195,000.00	9,195,000.00
31339X2L7	03-0171	FHLB 2.375 06/12/06	06/12/03	1,000,000.00	1,000,000.00	1,001,880.00	1,000,310.00	1,000,000.00	1,000,000.00
31339X3E2	03-0170	FHLB 2.60 12/12/06	06/12/03	1,000,000.00	1,000,000.00	1,002,500.00	997,190.00	1,000,000.00	1,000,000.00
31339X5E0	03-0158	FHLB 3.00 12/12/07	06/12/03	2,000,000.00	2,000,000.00	1,998,120.00	1,983,760.00	2,000,000.00	2,000,000.00
31339X5W0	03-0156	FHLB 3.10 06/04/08	06/04/03	1,000,000.00	1,000,000.00	996,560.00	987,500.00	1,000,000.00	1,000,000.00
31339X5W0	03-0159	FHLB 3.10 06/04/08	06/04/03	1,000,000.00	1,000,000.00	996,560.00	987,500.00	1,000,000.00	1,000,000.00
31339X6Q2	03-0179	FHLB 3.05 06/12/08	06/12/03	2,000,000.00	2,000,000.00	1,989,380.00	1,970,620.00	2,000,000.00	2,000,000.00
31339X6Q2	03-0164	FHLB 3.05 06/12/08	06/12/03	2,000,000.00	2,000,000.00	1,989,380.00	1,970,620.00	2,000,000.00	2,000,000.00
31339XBS2	03-0172	FHLB 3.00 03/18/08	06/18/03	2,000,000.00	2,000,000.00	1,991,880.00	1,974,380.00	2,000,000.00	2,000,000.00
31339XBW3	03-0173	FHLB 2.50 12/19/06	06/19/03	2,260,000.00	2,260,000.00	2,264,949.40	2,246,575.60	2,260,000.00	2,260,000.00
31339XCR3	03-0178	FHLB 2.22 09/12/06	06/12/03	1,000,000.00	1,000,000.00	999,060.00	992,500.00	1,000,000.00	1,000,000.00
31339XDR2	03-0163	FHLB 3.04 05/28/08	05/28/03	1,000,000.00	1,000,000.00	994,690.00	985,310.00	1,000,000.00	1,000,000.00
31339XF90	03-0175	FHLB 2.20 06/19/06	06/19/03	1,000,000.00	1,000,000.00	1,001,250.00	996,250.00	1,000,000.00	1,000,000.00
31339XFB5	03-0174	FHLB 2.59 03/19/07	06/19/03	1,000,000.00	1,000,000.00	1,002,810.00	992,500.00	1,000,000.00	1,000,000.00
31339XFF6	03-0165	FHLB 3.02 03/19/08	06/19/03	2,000,000.00	2,000,000.00	1,993,120.00	1,975,620.00	2,000,000.00	2,000,000.00
31339XGX6	03-0210	FHLB 2.20 06/26/06	06/26/03	1,450,000.00	1,450,000.00	1,451,812.50	1,444,113.00	1,450,000.00	1,450,000.00
31339XH99	03-0177	FHLB 3.00 12/26/07	06/26/03	1,675,000.00	1,675,000.00	1,672,387.00	1,659,824.50	1,675,000.00	1,675,000.00
31339XHN7	03-0176	FHLB 3.25 06/26/08	06/26/03	1,000,000.00	1,000,000.00	999,690.00	991,560.00	1,000,000.00	1,000,000.00
31339XPH1	03-0180	FHLB 2.95 06/23/08	06/23/03	2,000,000.00	2,000,000.00	1,980,620.00	1,960,620.00	2,000,000.00	2,000,000.00
31339XPL2	03-0208	FHLB 2.45 09/26/07	06/26/03	2,000,000.00	2,000,000.00	1,967,500.00	1,955,000.00	2,000,000.00	2,000,000.00
31339XPR9	03-0181	FHLB 3.04 06/30/08	06/30/03	2,000,000.00	2,000,000.00	1,986,880.00	1,967,500.00	2,000,000.00	2,000,000.00
31339XQE7	03-0209	FHLB 2.50 06/26/07	06/26/03	1,000,000.00	1,000,000.00	995,310.00	984,690.00	1,000,000.00	1,000,000.00
31339XQF4	03-0212	FHLB 2.40 03/30/07	06/30/03	1,000,000.00	1,000,000.00	999,690.00	986,250.00	1,000,000.00	1,000,000.00
31339XR91	03-0185	FHLB 2.85 03/28/08	06/30/03	2,000,000.00	2,000,000.00	1,981,880.00	1,962,500.00	2,000,000.00	2,000,000.00
31339XRZ9	03-0187	FHLB 3.05 06/30/08	06/30/03	2,000,000.00	2,000,000.00	1,987,500.00	1,968,120.00	2,000,000.00	2,000,000.00
31339XSE5	03-0186	FHLB 3.00 06/30/08	06/30/03	1,000,000.00	1,000,000.00	992,190.00	982,190.00	1,000,000.00	1,000,000.00
31339XTK0	03-0190	FHLB 2.25 12/26/06	06/26/03	1,000,000.00	1,000,000.00	997,810.00	986,880.00	1,000,000.00	1,000,000.00
31339XTP9	03-0192	FHLB 2.75 01/09/08	07/09/03	1,000,000.00	1,000,000.00	990,310.00	981,880.00	1,000,000.00	1,000,000.00
31339XU28	03-0220	FHLB 2.75 01/09/08	07/09/03	1,670,000.00	1,670,000.00	1,653,817.70	1,639,739.60	1,670,000.00	1,670,000.00
31339XU36	03-0219	FHLB 2.87 07/02/08	07/02/03	1,500,000.00	1,500,000.00	1,480,320.00	1,465,320.00	1,500,000.00	1,500,000.00
31339XU36	03-0204	FHLB 2.75 06/24/08	06/24/03	1,045,000.00	1,045,000.00	1,026,712.50	1,016,262.50	1,045,000.00	1,045,000.00
31339XVD3	03-0230	FHLB 2.03 12/29/06	06/30/03	1,000,000.00	1,000,000.00	991,560.00	980,630.00	1,000,000.00	1,000,000.00
31339XV59	03-0223	FHLB 2.375 04/10/07	07/10/03	1,000,000.00	1,000,000.00	998,440.00	985,000.00	1,000,000.00	1,000,000.00
31339XVX8	03-0193	FHLB 3.00 07/11/08	07/11/03	2,000,000.00	2,000,000.00	1,982,500.00	1,963,120.00	2,000,000.00	2,000,000.00
31339XZE7	03-0218	FHLB 2.25 07/02/07	07/02/03	1,000,000.00	1,000,000.00	996,560.00	976,250.00	1,000,000.00	1,000,000.00
31339XZG2	03-0197	FHLB 2.75 06/30/08	06/30/03	2,000,000.00	2,000,000.00	1,964,380.00	1,944,380.00	2,000,000.00	2,000,000.00
31339XZG2	03-0198	FHLB 2.75 06/30/08	06/30/03	1,000,000.00	1,000,000.00	982,190.00	972,190.00	1,000,000.00	1,000,000.00
31339YZX9	03-0199	FHLB 3.00 07/14/08	07/14/03	2,000,000.00	2,000,000.00	1,982,500.00	1,963,120.00	2,000,000.00	2,000,000.00
31339Y5C2	03-0200	FHLB 3.03 06/30/08	06/30/03	2,000,000.00	2,000,000.00	1,986,260.00	1,966,880.00	2,000,000.00	2,000,000.00
31339YA51	03-0201	FHLB 3.10 07/16/08	07/16/03	2,000,000.00	2,000,000.00	1,990,000.00	1,970,620.00	2,000,000.00	2,000,000.00
31339YA51	03-0225	FHLB 3.10 07/16/08	07/16/03	1,680,000.00	1,680,000.00	1,671,600.00	1,655,320.80	1,680,000.00	1,680,000.00
31339YBB7	03-0221	FHLB 2.125 01/09/07	07/09/03	1,000,000.00	1,000,000.00	994,380.00	982,810.00	1,000,000.00	1,000,000.00
31339YBN1	03-0202	FHLB 3.125 07/16/08	07/16/03	2,000,000.00	2,000,000.00	1,991,260.00	1,972,500.00	2,000,000.00	2,000,000.00
31339YBN1	03-0203	FHLB 3.125 07/16/08	07/16/03	2,000,000.00	2,000,000.00	1,991,260.00	1,972,500.00	2,000,000.00	2,000,000.00
31339YDC3	03-0227	FHLB 1.44 07/22/05	07/22/03	2,000,000.00	2,000,000.00	1,995,000.00	1,991,260.00	2,000,000.00	2,000,000.00
31339YDE9	03-0226	FHLB 1.45 07/22/05	07/22/03	1,000,000.00	1,000,000.00	997,810.00	995,940.00	1,000,000.00	1,000,000.00
31339YDK5	03-0224	FHLB 2.90 07/15/08	07/15/03	1,000,000.00	1,000,000.00	987,500.00	977,190.00	1,000,000.00	1,000,000.00
31339YE24	03-0229	FHLB 1.72 01/23/06	07/23/03	1,000,000.00	1,000,000.00	997,810.00	993,440.00	1,000,000.00	1,000,000.00
31339YEB4	03-0228	FHLB 3.03 07/22/08	07/22/03	1,000,000.00	1,000,000.00	991,880.00	981,880.00	1,000,000.00	1,000,000.00
31339YEJ7	03-0222	FHLB 3.00 07/09/08	07/09/03	1,000,000.00	1,000,000.00	991,250.00	981,560.00	1,000,000.00	1,000,000.00
31339YFF4	03-0213	FHLB 3.20 07/23/08	07/23/03	3,000,000.00	3,000,000.00	2,991,570.00	2,965,320.00	3,000,000.00	3,000,000.00
31339YFR8	03-0214	FHLB 3.25 07/25/08	07/25/03	1,000,000.00	1,000,000.00	998,130.00	990,000.00	1,000,000.00	1,000,000.00
31339YH21	03-0215	FHLB 3.27 07/24/08	07/24/03	2,000,000.00	2,000,000.00	1,998,760.00	1,981,880.00	2,000,000.00	2,000,000.00
31339JLW8	02-0037	FHLB 4.55 11/20/06	11/20/01	1,000,000.00	1,000,000.00	1,068,440.00	1,052,810.00	1,000,000.00	1,000,000.00
31339MJUM0	02-0042	FHLB 4.40 11/20/06	11/20/01	1,000,000.00	1,000,000.00	1,064,060.00	1,048,750.00	1,000,000.00	1,000,000.00
31339MLZJ3	02-0065	FHLB 5.30 01/30/07	01/30/02	2,000,000.00	2,000,000.00	2,028,120.00	2,006,260.00	2,000,000.00	2,000,000.00
31339MQR48	02-0173-01	FHLB 4.25 08/20/07	08/20/02	1,000,000.00	0.00	1,004,690.00	0.00	1,000,000.00	0.00
31339MSGB0	03-0009	FHLB 4.00 10/10/07	10/10/02	1,714,285.72	1,714,285.72	1,715,365.72	1,714,285.72	1,714,285.72	1,714,285.72
31339MSGB0	03-0009-01	FHLB 4.00 10/10/07	10/10/02	285,714.28	0.00	285,894.28	0.00	285,714.28	0.00
31339MXJ7	03-0108	FHLB 3.45 03/24/08	03/24/03	1,000,000.00	1,000,000.00	1,007,500.00	1,000,310.00	1,000,000.00	1,000,000.00
31339MXGW3	03-0115	FHLB 2.5							

Portfolio Position
City of Plano - Treasury
 Effective Interest - Actual Life
 Receipts in Period
 10/01/03 - 12/31/03

CUSIP	Invest Number	Security Description	Purchase Date	Par Value On 10/01/03	Par Value On 12/31/03	Market Val On 10/01/03	Market Val On 12/31/03	Amor Value On 10/01/03	Amor Value On 12/31/03
3133MYZJ9	03-0157	FHLB 2.50 09/11/06	06/11/03	1,000,000.00	1,000,000.00	1,001,880.00	999,060.00	1,000,000.00	1,000,000.00
3133MYZJ9	03-0160	FHLB 2.50 09/11/06	06/11/03	1,000,000.00	1,000,000.00	1,001,880.00	999,060.00	1,000,000.00	1,000,000.00
3133MYZQ3	03-0168	FHLB 3.33 06/10/08	06/10/03	2,000,000.00	2,000,000.00	2,004,380.00	1,990,000.00	2,000,000.00	2,000,000.00
3133X1LW5	04-0001	FHLB 4.10 10/28/08	10/28/03	0.00	2,000,000.00	2,000,000.00	2,003,760.00	2,000,000.00	2,000,000.00
3133X1MB0	04-0002	FHLB 4.10 10/30/08	10/30/03	0.00	2,000,000.00	2,000,000.00	2,004,380.00	2,000,000.00	2,000,000.00
3133X1QJ9	04-0003-01	FHLB 4.28 10/28/08	10/28/03	0.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00
3133X1V61	04-0017-01	FHLB 4.00 11/12/08	11/12/03	0.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00
3133X1VV6	04-0006	FHLB 4.50 11/12/08	11/12/03	0.00	2,000,000.00	2,000,000.00	2,001,880.00	2,000,000.00	2,000,000.00
3133X1XN2	04-0008-01	FHLB 4.44 11/19/08	11/19/03	0.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00
3133X1XT9	04-0007	FHLB 2.47 11/17/05	11/17/03	0.00	980,000.00	980,000.00	980,617.40	980,000.00	980,000.00
3133X22S3	04-0010	FHLB 2.41 11/18/05	11/18/03	0.00	1,000,000.00	1,000,000.00	1,000,630.00	1,000,000.00	1,000,000.00
3133X22U8	04-0009	FHLB 3.00 08/24/06	11/24/03	0.00	1,000,000.00	1,000,000.00	1,002,190.00	1,000,000.00	1,000,000.00
3133X23M5	04-0012	FHLB 3.30 11/24/06	11/24/03	0.00	1,000,000.00	1,000,000.00	1,001,250.00	1,000,000.00	1,000,000.00
3133X23T0	04-0011	FHLB 2.50 11/18/05	11/18/03	0.00	1,000,000.00	1,000,000.00	1,000,630.00	1,000,000.00	1,000,000.00
3133X2EE1	04-0015	FHLB 4.585 12/02/08	12/02/03	0.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
FHLB Total				106,280,000.00	114,974,285.72	106,078,929.10	114,002,139.12	106,274,272.25	114,968,850.04
3133MVMN0	03-0095	FHLB STEP-UP 2.75 02/13/07	02/13/03	1,000,000.00	1,000,000.00	1,028,547.29	1,015,006.84	1,000,000.00	1,000,000.00
FHLB STEP-UP Total				1,000,000.00	1,000,000.00	1,028,547.29	1,015,006.84	1,000,000.00	1,000,000.00
3128X0BH1	03-0014-01	FHLMC 2.50 04/22/05	10/22/02	1,000,000.00	0.00	1,000,760.00	0.00	1,000,000.00	0.00
3128X0MQ9	03-0041-01	FHLMC 2.60 06/03/05	12/03/02	1,000,000.00	0.00	1,002,430.00	0.00	1,000,000.00	0.00
3128X0T82	03-0132	FHLMC 2.70 10/02/06	04/07/03	1,000,000.00	1,000,000.00	1,006,450.00	1,002,630.00	998,701.70	998,806.14
3128X0T82	03-0124	FHLMC 2.70 10/02/06	04/02/03	1,000,000.00	1,000,000.00	1,006,450.00	1,002,630.00	1,000,000.00	1,000,000.00
3128X0UN7	03-0059-01	FHLMC 2.00 12/30/04	12/30/02	2,000,000.00	0.00	2,003,600.00	0.00	2,000,000.00	0.00
3128X0UR8	03-0060	FHLMC 3.50 01/07/08	01/07/03	2,000,000.00	2,000,000.00	2,013,000.00	2,000,740.00	2,000,000.00	2,000,000.00
3128X0UR8	03-0061	FHLMC 3.50 01/07/08	01/07/03	1,000,000.00	1,000,000.00	1,006,500.00	1,000,370.00	1,000,000.00	1,000,000.00
3128X0s59	03-0116	FHLMC 2.43 03/24/06	03/24/03	2,000,000.00	2,000,000.00	2,009,840.00	2,005,100.00	2,000,000.00	2,000,000.00
3128X17B7	04-0013	FHLMC 4.00 11/12/08	11/12/03	0.00	1,000,000.00	1,000,000.00	1,007,810.00	1,000,000.00	1,000,000.00
3128X17L5	04-0019	FHLMC 3.55 11/19/07	11/19/03	0.00	1,000,000.00	1,000,000.00	1,002,810.00	1,000,000.00	1,000,000.00
3128X17M3	04-0018	FHLMC 2.875 05/26/06	11/26/03	0.00	1,000,000.00	1,000,000.00	1,002,390.00	1,000,000.00	1,000,000.00
3128X1CY1	03-0146	FHLMC 2.50 05/19/06	05/19/03	1,000,000.00	1,000,000.00	1,001,430.00	1,003,690.00	1,000,000.00	1,000,000.00
3128X1DK0	03-0155	FHLMC 3.10 11/28/07	05/28/03	2,000,000.00	2,000,000.00	2,004,340.00	2,000,620.00	1,999,071.32	1,998,123.81
3128X1EB9	03-0166	FHLMC 3.25 06/04/08	06/04/03	1,000,000.00	1,000,000.00	1,003,750.00	997,810.00	1,000,000.00	1,000,000.00
3128X1FB8	03-0161	FHLMC 3.10 05/27/08	05/27/03	1,000,000.00	1,000,000.00	999,130.00	993,100.00	1,000,000.00	1,000,000.00
3128X1FC6	03-0162	FHLMC 2.28 08/02/06	05/28/03	1,000,000.00	1,000,000.00	1,001,190.00	1,000,150.00	1,000,000.00	1,000,000.00
3128X1GU5	03-0167	FHLMC 2.125 06/09/06	06/09/03	2,000,000.00	2,000,000.00	2,000,360.00	1,993,220.00	2,000,000.00	2,000,000.00
3128X1LC9	03-0189	FHLMC 2.70 12/17/07	06/17/03	1,000,000.00	1,000,000.00	992,510.00	986,860.00	1,000,000.00	1,000,000.00
3128X1LC9	03-0182	FHLMC 2.70 12/17/07	06/17/03	3,000,000.00	3,000,000.00	2,977,530.00	2,960,580.00	3,000,000.00	3,000,000.00
3128X1LG0	03-0206	FHLMC 2.00 06/09/06	06/24/03	1,000,000.00	1,000,000.00	997,430.00	993,700.00	999,547.08	999,590.14
3128X1LJ4	03-0184	FHLMC 2.50 12/24/07	06/24/03	1,000,000.00	1,000,000.00	985,000.00	979,450.00	1,000,000.00	1,000,000.00
3128X1LJ4	03-0205	FHLMC 2.50 12/24/07	06/24/03	1,000,000.00	1,000,000.00	985,000.00	979,450.00	1,000,000.00	1,000,000.00
3128X1MK0	03-0191	FHLMC 2.05 12/29/06	06/30/03	1,000,000.00	1,000,000.00	992,980.00	982,720.00	1,000,000.00	1,000,000.00
3128X1NC7	03-0194	FHLMC 2.10 12/19/06	06/19/03	1,000,000.00	1,000,000.00	994,430.00	984,730.00	1,000,000.00	1,000,000.00
3128X1ND5	03-0195	FHLMC 2.40 12/28/07	06/27/03	1,000,000.00	1,000,000.00	980,870.00	975,540.00	1,000,000.00	1,000,000.00
3128X1QF7	03-0217	FHLMC 2.35 07/02/07	07/02/03	1,000,000.00	1,000,000.00	992,830.00	983,140.00	1,000,000.00	1,000,000.00
3128X2DG7	04-0025	FHLMC 2.375 12/15/05	12/16/03	0.00	1,000,000.00	1,000,000.00	1,000,146.00	1,000,000.00	1,000,000.00
3128X2FA8	04-0022	FHLMC 3.50 06/29/07	12/29/03	0.00	1,000,000.00	1,000,000.00	1,017,168.00	1,000,000.00	1,000,000.00
3128X2FB6	04-0023	FHLMC 3.00 06/29/06	12/29/03	0.00	1,000,000.00	1,000,000.00	1,000,420.10	1,000,000.00	1,000,000.00
3128X2GL3	04-0034	FHLMC 4.15 12/18/08	12/26/03	0.00	1,665,000.00	1,665,000.00	1,656,794.88	1,665,000.00	1,665,000.00
3128X2JL0	04-0027	FHLMC 2.875 12/29/06	12/29/03	0.00	1,000,000.00	1,000,000.00	1,000,330.00	1,000,000.00	1,000,000.00
3128X2JM8	04-0030	FHLMC 3.25 06/29/07	12/29/03	0.00	1,000,000.00	1,000,000.00	997,108.00	1,000,000.00	1,000,000.00
3128X2JT3	04-0037	FHLMC 2.20 12/30/05	12/30/03	0.00	1,000,000.00	1,000,000.00	1,004,560.00	1,000,000.00	1,000,000.00
3128X2KX2	04-0036	FHLMC 2.32 12/30/05	12/30/03	0.00	1,000,000.00	1,000,000.00	1,002,743.10	1,000,000.00	1,000,000.00
3128X2KX2	04-0038	FHLMC 2.32 12/30/05	12/30/03	0.00	2,000,000.00	2,000,000.00	2,005,486.20	2,000,000.00	2,000,000.00
312924R96	02-0074	FHLMC 5.13 01/25/07	01/25/02	2,000,000.00	2,000,000.00	2,180,920.00	2,143,240.00	2,000,000.00	2,000,000.00
312924TX1	02-0055	FHLMC 3.25 05/20/04	12/14/01	1,000,000.00	1,000,000.00	1,013,110.00	1,008,150.00	998,152.55	998,874.43
3129255T3	03-0002-01	FHLMC 4.00 10/03/07	10/03/02	1,000,000.00	0.00	1,000,160.00	0.00	1,000,000.00	0.00
312925SP6	02-0138	FHLMC 4.50 06/28/06	06/28/02	1,000,000.00	1,000,000.00	1,022,970.00	1,015,530.00	1,000,000.00	1,000,000.00
FHLMC Total				35,000,000.00	43,665,000.00	35,174,970.00	43,690,916.28	34,995,472.65	43,661,394.52
3136F02J0	02-0040-01	FNMA 4.60 11/13/06	11/13/01	1,000,000.00	0.00	1,004,060.00	0.00	1,000,202.97	0.00
3136F0M82	02-0016	FNMA 4.52 10/05/06	10/05/01	1,000,000.00	1,000,000.00	1,033,130.00	1,024,690.00	1,000,000.00	1,000,000.00
3136F2A99	03-0054-01	FNMA 3.00 06/30/06	12/30/02	1,000,000.00	0.00	1,004,380.00	0.00	1,000,000.00	0.00
3136F2A99	03-0058-01	FNMA 3.00 06/30/06	12/30/02	2,000,000.00	0.00	2,008,760.00	0.00	2,000,000.00	0.00
3136F3A97	03-0196	FNMA 2.60 06/30/08	06/30/03	1,000,000.00	1,000,000.00	979,690.00	969,060.00	1,000,000.00	1,000,000.00
3136F3AQ9	03-0105	FNMA 2.33 09/12/05	03/12/03	1,000,000.00	1,000,000.00	1,005,310.00	1,002,500.00	1,000,000.00	1,000,000.00
3136F3C87	03-0211	FNMA 2.75 06/30/08	06/30/03	1,000,000.00	1,000,000.00	986,250.00	975,000.00	1,000,000.00	1,000,000.00
3136F3EJ1	03-0119	FNMA 3.05 04/02/07	04/02/03	1,000,000.00	1,000,000.00	1,010,940.00	1,003,750.00	1,000,000.00	1,000,000.00
3136F3EL6	03-0117	FNMA 2.56 03/24/06	03/24/03	1,000,000.00	1,000,000.00	1,006,250.00	1,003,130.00	1,000,000.00	1,000,000.00
3136F3QQ2	03-0145	FNMA 2.125 11/07/05	05/07/03	1,000,000.00	1,000,000.00	1,005,630.00	1,003,130.00	1,000,000.00	1,000,000.00
3136F3S36	03-0149	FNMA 3.58 05/28/08	05/23/03	1,000,000.00	1,000,000.00	1,003,440.00	1,000,000.00	1,000,000.00	1,000,000.00
3136F3S36	03-0150	FNMA 3.58 05/28/08	05/23/03	2,000,000.00	2,000,000.00	2,006,880.00	2,000,000.00	2,000,000.00	2,000,000.00
3136F3YY6	03-0183	FNMA 2.50 12/24/07	06/24/03	1,000,000.00	1,000,000.00	985,000.00	977,190.00	1,000,000.00	1,000,000.00
3136F4B52	04-0021	FNMA 4.45 12/05/08	12/05/03	0.00	1,000,000.00	1,000,000.00	1,001,250.00	1,000,000.00	1,000,000.00
3136F4G32	04-0035	FNMA 2.60 03/30/06	12/30/03	0.00	1,000,000.00	1,000,312.50	1,003,437.50	1,000,312.50	1,000,311.92
3136F4J54	04-0028	FNMA 3.00 12/29/06	12/29/03	0.00	1,000,000.00	999,600.00	1,006,562.50	999,600.00	999,600.71
3136F4J88	04-0031	FNMA 2.58 06/29/06	12/29/03	0.00	1,000,000.00	1,000,000.00	1,005,312.50	1,000,000.00	1,000,000.00
3136F4KE3	04-0004	FNMA 4.10 10/14/08	10/14/03	0.00	1,000,000.00				

**AGREEMENT BY AND BETWEEN THE CITY OF ALLEN, TEXAS, THE
CITY OF FRISCO, TEXAS, AND
THE CITY OF PLANO, TEXAS, PERTAINING TO THE CREATION OF
A PERFORMING ARTS CENTER IN COLLIN COUNTY, TEXAS**

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS AGREEMENT (this "Agreement") is made by and between the City of Allen, Texas, a municipal corporation and home-rule city in the State of Texas ("Allen"); the City of Frisco, Texas, a municipal corporation and home-rule city in the State of Texas ("Frisco"); and the City of Plano, Texas, a municipal corporation and home-rule city in the State of Texas ("Plano"), pursuant to Chapter 791, Texas Government Code, as amended. The cities of Allen, Frisco, and Plano are collectively referred to herein as the "Cities" and each is individually a "City."

WITNESSETH:

WHEREAS, each City desires to construct and operate certain performing and cultural arts facilities (the "Facilities") and has determined that the construction and operation of such Facilities is in the best interests of its citizens and each City, and promotes economic development; and

WHEREAS, the Cities have found and determined that the joint construction, ownership and operation of the Facilities will enable the Cities to pool their resources and will provide the most effective, economic and efficient means of developing the Facilities; and

WHEREAS, the Cities have decided to jointly create a local government corporation under Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), to be known as the Arts of Collin County Commission, Inc. (the "Corporation"), which will finance, construct, own, manage and operate the Facilities; and

WHEREAS, it is the intention of the Cities that this Agreement set forth the rights and responsibilities of each City pertaining to the creation of the Corporation, the financing, construction, operation and management of the Facilities to be provided jointly by the Cities acting through the Corporation, and certain other provisions relating to the Corporation; and

WHEREAS, subsequent to the execution of this Agreement, the Cities intend to execute a "Contribution Agreement" with the Corporation under which each City will approve the specific Facilities (the Approved Project) to be developed by the Corporation and pursuant to which each City's capital contribution with respect to an Approved

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Project will be in exchange for the right to use the Approved Project in accordance with the terms and provisions of this Agreement and such Contribution Agreement; and

WHEREAS, under a Contribution Agreement, each City will agree to pay a percentage of the operation and maintenance expenses (“O&M Expenses”) of an Approved Project equal to that City’s population divided by the total population of the Cities, based on the annual population estimates provided by North Central Texas Council of Governments as of the start of that calendar year; and

WHEREAS, the Cities intend to secure their respective obligations to pay O&M expenses with respect to an Approved Project under a Contribution Agreement with an ad valorem tax pledge, but will remain free to meet said obligations out of any available revenue source.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements herein contained, it is agreed as follows:

**ARTICLE I
CREATION OF LOCAL GOVERNMENT CORPORATION**

The Cities will jointly create the Corporation under the Act for the purpose of financing, constructing, owning, managing and operating Approved Projects, all in accordance with the terms and provisions of this Agreement. To this end, the Cities agree to formally approve by ordinance, resolution or order, and to cause to be filed with the Texas Secretary of State, the Articles of Incorporation of the Corporation (the “Articles”) in substantially the form attached hereto as Exhibit A. In addition, the Cities agree to formally approve by ordinance, resolution or order the Bylaws of the Corporation (the “Bylaws”) in substantially the form attached hereto as Exhibit B, and the Arts of Collin County’s Vision Statement, as shown on Exhibit C, attached hereto.

**ARTICLE II
THE FACILITIES**

1. Description of the Facilities. It is intended that the Facilities will be constructed on one or more locations in Collin County, Texas on approximately 100 acres and consist generally of performance halls, exhibition areas, rehearsal and meeting rooms and related facilities, the specific description and costs of which are to be set forth in a Contribution Agreement with respect to each Approved Project.

2. Financing Approved Projects. The Cities will execute a Contribution Agreement with respect to each Approved Project, which will contain, along with the terms and conditions contained in this Agreement and such other terms and conditions as shall be agreed to by the Cities, the following provisions:

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- a. Each City will make a capital contribution to the Corporation with respect to an Approved Project.
 - b. Each City will agree to pay on a quarterly basis, a percentage of the O&M Expenses of the Approved Project equal to that city's population divided by the total population of the Cities, based on the annual population estimates provided by North Central Texas Council of Governments as of the start of that calendar year.
 - c. Each City will secure its respective obligations under the Contribution Agreement with an ad valorem tax pledge and will take all appropriate action to levy such tax. Cities may actually pay these obligations with any funds available to them suitable for this purpose. [NOTE: Awaiting decision from bond counsel if this language is acceptable]
3. Capital Improvement Fund.

NOTE: RESERVE SECTION (a) FOR CONTRIBUTION AGREEMENT []

Annual Capital Improvement Fund. A capital improvement fund (the "Capital Improvement Fund") will be established in the annual budget of the Corporation (the "Budget"). The budget will be prepared by the Board of Directors of the Corporation (the "Board") and approved by the Cities as set forth in the Bylaws. The Board may use the funds in the Capital Improvement Fund to make such improvements to Approved Projects or such other property of the Corporation as the Board deems to be in the best interests of the Project and the Corporation; provided, however, if the Cities stipulate how funds allocated to the Capital Improvement Fund or other funds created in the Budget are to be expended, the Board may only expend such funds for the stipulated purposes. The Board may expend these funds for capital improvements only for Approved Projects. Funds that are received from other sources may be expended as permitted under this Agreement. The Capital Improvement Fund will be in an amount customary for facilities comparable to Approved Projects in both size and use.

4. Additional Approved Projects. Following the initial Approved Project and upon the recommendation of the Board, the Cities may from time to time agree to allocate additional capital funds to the Corporation so that the Corporation may acquire additional land, improvements or facilities for additional Facilities; provided, however, such additional Facilities may only be undertaken by the Corporation if approved as an Approved Project by the unanimous written consent of the Cities and in accordance with a Contribution Agreement.

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5. Use of Project. In the Contribution Agreement, the Cities will agree that the use of an Approved Project and any other property of the Corporation will be governed by the "Usage Policy" established by the Board and approved by the Cities under the Bylaws. Users other than the Cities may contract with the Corporation for the use of Approved Projects as provided in the Usage Policy.

6. Ownership. Each Approved Project will be owned by the Corporation, with the rights and responsibilities with respect to each Approved Project specified in a Contribution Agreement, in the Articles of Incorporation of the Corporation and in this Agreement.

7. Termination of Obligations under Contribution Agreements

- a. Each Contribution Agreement will govern the termination of a City's obligations relating to a specific Approved Project and the Corporation. Contribution Agreements will provide that, in order to terminate its obligations relating to the Approved Project, a City must also terminate all interests, rights and claims relating to the Approved Project and the Corporation, including without limitation: (a) the right of its citizens to use the Approved Project or other property of the Corporation on a preferential basis; (b) the right to participate in the management or operation of the Approved Project or the Corporation, including Board appointments; (c) any claim to be reimbursed for any prior expenditures relating to the Project or the Corporation; and (d) the right of remaining Owners (as defined below) to share in the assets of the Corporation upon the ultimate dissolution of the Corporation, including all capital contributions
- b. The Contribution Agreement will provide that a City may terminate its interests in the Approved Project and the Corporation at any time with the consent of each of the remaining Cities. The Contribution Agreement will further specify that a City may terminate its interests in the Approved Project and the Corporation without the consent of each of the remaining Cities only if: (a) the notice of termination is given no earlier than the seventh anniversary of the date of execution of this Agreement by the withdrawing City; (b) the withdrawing City gives each of the remaining Cities three (3) years prior written notice of its intention to withdraw from the an Approved Project and the Corporation; (c) if the Corporation has any outstanding debt obligations, the withdrawing City makes provision for the payment of all amounts pledged by that City, if any, as security for the outstanding debt obligations of the Corporation; (d) the withdrawing City shall be responsible for its percentage of the O&M costs for three (3) years following notice of withdrawal; and (e) the withdrawing City forfeits all rights and interest in the Approved Project, including but not limited to all capital expenditures and those rights as stated in 7.a. above.

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8. Tax Exempt Status. The Project's land and improvements shall be exempt from ad valorem taxation, however certain joint ventures and lease hold interests may be subject to taxation.

9. Leases. The Corporation may approve leases of equipment and portions of its facilities for a short to intermediate term basis (less than five years). All other leases or encumbrance of Approved Projects must be approved by the Owners.

ARTICLE III POWERS RESERVED TO CITIES

The Corporation shall have all powers provided by law except those that are reserved by the Cities. The following rights are specifically reserved by the Cities:

- (a) Expansion of Approved Projects beyond existing approved scope;
- (b) Adding new Owners or Members as defined below;
- (c) Incurring long term debt except with prior approval of the Cities (Owners);
- (d) Changing the mission or purpose of the Corporation;
- (e) Authorizing a capital expense for which the Cities have not approved the capital funding and the expenditure of these funds except in circumstances where the funds are obtained by the Corporation from private or other sources and the expenditure is consistent with the Bylaws;
- (f) Sale or disposal of an asset whose value exceeds \$50,000;
- (g) Signatory naming rights.

Leasing of any real property but not to include short term rentals of space or equipment as described in Article II, Section 9.

ARTICLE IV ADDITIONAL PARTICIPANTS

The Corporation may allow additional units of government, and profit and non-profit corporations to have rights and obligations for Approved Projects in accordance with the following criteria:

Owners. Owners are units of local government that have contributed a share of the capital cost of an Approved Project and who agree to be responsible for all other costs and responsibilities of the Project with the other Owners per the terms agreed to by the existing Owners at that time. Owners shall have the right to appoint one member to the

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Board; and rights to priority scheduling for use of the Project as well as use by its resident arts groups, independent school districts located within the boundaries of the Owners, and other organizations as determined by the Owners and the Usage Policy. Only Owners may advertise their participation in this Project for marketing and economic development purposes. In order to become an Owner, the current Owners must give unanimous consent.

Members. Members are units of local government who agree to pay on an annual basis a proportionate share of "O&M" expenses for the Project. The amount to be paid is based upon the population of that member city using the same formula that is applied to Owners for their share of O&M expenses or as otherwise agreed to by all the existing Owners. Members do not have any Board appointment rights. Members shall be given preference in scheduling for the Projects use after Owner scheduling, and receive a reduced rate per the terms of the Usage Policy as long as their annual fees are current. Membership status is conferred by unanimous consent of the Owners and may be revoked by the Owners.

Supporters. Supporters are private and public corporations and other entities including individuals who contribute funds or other items of value, which are used to offset operational costs or other expenses for the Project. In exchange for these contributions, the supporters may receive: naming rights for facilities (major naming rights must be approved by the Owners) or portions thereof for a limited period; sponsorship recognition status on advertisements and other publications; reduced rates for use of Facilities; scheduling preferences after Owners and Members; and other benefits as determined by the Board. Supporter status is determined and granted by the Board.

Patrons. A Patron may schedule the facility after priority and preferred scheduling is granted to Owners, Members, and Supporters. Rates for Patrons will be determined by the Board. Patrons that are Collin County residents or businesses shall have priority scheduling over non-Collin County counterparts except that once a booking is made, it will be honored even if subsequent to the booking a Collin County organization requests that date.

ARTICLE V MISCELLANEOUS PROVISIONS

1. Employees.
 - (a) Under the Bylaws, the Executive Director of the Corporation shall be responsible for supervising, hiring and firing of all employees and contractors providing services to the Corporation. All employees are at will employees for their services to the Corporation.

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- (b) The Cities intend to enter into a contract with the Corporation under which one or more of the Cities will provide employment services and benefits to the Corporation. Expenses related to these employment services, including, without limitation, expenses related to compensation and employment benefits, shall be O&M expenses of the Corporation and paid out of funds allocated to that purpose in the Budget. Employees working for the Corporation will be considered employees of the City for services and benefits.

2. Additional Projects. The Cities may from time to time authorize the Corporation to carry out additional projects under the procedures established in the Contribution Agreement. Such additional projects may be financed by any method available to the Cities; provided, however, such additional projects may only be undertaken with the unanimous written consent of the Cities and in accordance with the Contribution Agreement.

3. Additional Participants. Additional units of local government may join the Corporation, participate in the Project or participate in future projects of the Corporation with the unanimous written consent of the Cities and in accordance with the Contribution Agreement and the terms of this Agreement.

4. Consent of the Cities. All references herein to the consent or written consent of a City shall refer to an ordinance, resolution or order of the governing body of the City.

ARTICLE VI MISCELLANEOUS

1. Term. The term of this Agreement shall be a period of twenty-five (25) years commencing upon the effective date hereof.

2. 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 performed in Collin and Denton Counties, Texas, and that exclusive venue shall lie in Collin County, Texas.

3. Signature. Upon approval, each City shall have an authorized representative execute the Agreement.

Do we need to have a paragraph here about how to amend this document?
[NOTE: No, but if there is a better comfort level in having such a provision, I recommend the following:

“4. Amendments. This Agreement may only be amended upon unanimous agreement of the Cities.”

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**ARTICLES OF INCORPORATION
OF
ARTS OF COLLIN COUNTY COMMISSION, INC.**

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of the City of Allen, Texas, the City of Frisco, Texas, or the City of Plano, Texas (collectively, the "Cities" and, each individually, a "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), and Chapter 394, Texas Local Government Code, do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is the Arts of Collin County Commission, Inc. (the "Corporation").

ARTICLE II

The Corporation is a public non-profit corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation is organized and will be operated exclusively for one or more charitable purposes, within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the cities, and to promote, develop, encourage and maintain cultural facilities, commerce and economic development in the Cities.

The Corporation is further organized to aid, assist and act on behalf of the Cities by financing, constructing, owning, managing and operating performing and visual cultural arts facilities, together with land and improvements related thereto, and other cultural facilities. Subject to applicable state law and any contractual obligations of a City or the Corporation, a City or Cities may discontinue participation in the activities of the Corporation, or a non-participating unit of local government, business, or individuals may join in the activities of the Corporation, under procedures established in the Bylaws of the Corporation (the "Bylaws").

The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which

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authorizes the Corporation to assist and act on behalf of the Cities and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Article 1396 Vernon's Texas Civil Statutes (the Texas Non-Profit Corporation Act).

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the written consent of each of the Cities or as otherwise allowed by the Bylaws.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

References herein to the consent or written consent of a City shall refer to an ordinance, resolution or order of the governing body of the City.

ARTICLE V

The Corporation shall have no members and shall have no stock.

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ARTICLE VI

All powers of the Corporation shall be vested in a Board of Directors ("Board") consisting initially of five (5) persons. Additional persons may be added to the Board in accordance with the Bylaws. The initial directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII. Each initial Director named in Article VIII hereof shall serve for the term prescribed in Article VIII. Subsequent Directors shall be appointed to the Board as prescribed in the Bylaws. Except as provided in the Articles of Incorporation, each Director shall serve for the term provided in the Bylaws. Any Director may be removed from office at any time, with or without cause, by the entity responsible for the appointment of that Director under the Bylaws.

The initial President of the Board shall be _____ and the Board shall designate by majority vote each subsequent President of the Board.

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All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws, so long as such Bylaws are not inconsistent with these Articles of Incorporation, or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Corporation is _____ and the name of its initial registered agent at such address is _____.

ARTICLE VIII

The number of Directors initially constituting the Board is five (5). The names, addresses and terms of office of the five (5) initial Directors, a majority of whom reside within a City, are:

NAME	ADDRESS	TERM EXPIRES
		October 1, 2004
		October 1, 2005
		October 1, 2005
		October 1, 2006
		October 1, 2006

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ARTICLE IX

The names and street addresses of the incorporators, each of whom resides within the City, are:

NAME **ADDRESS**

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ARTICLE X

Resolution No. _____ approving the form of these Articles of Incorporation has been adopted by the City Council of the City of Allen, Texas, on _____, 200__.

Resolution No. _____ approving the form of these Articles of Incorporation has been adopted by the City Council of the City of Frisco, Texas on _____, 200__.

Resolution No. _____ approving the form of these Articles of Incorporation has been adopted by the City Council of the City of Plano, Texas, on _____, 200__.

ARTICLE XI

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XII

In accordance with the provisions of Section 501(c)(3) of the Code, and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual; (b) shall not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt and establishing a reserve shall accrue to the Cities in an amount that is in proportion to the percentage of funds each City contributed to the Corporation's annual budget for that year.

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The Cities shall, at all times, have an unrestricted right to receive any income earned by the Corporation, in an amount that is in proportion to the percentage of funds each City contributed to the Corporation's annual budget for that year, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. No part of the Corporation's income shall inure to the benefit of any private interests.

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If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of Section 394.026 of Texas Local Government Code, or with applicable law then in existence.

Any capital project(s) of the Corporation as well as all plans and specifications of any improvement to be made by the Corporation where the project or improvement's value is in excess of \$100,000 or adds to the annual operations and maintenance costs by more than the limit established in the Bylaws shall be approved in writing by each of the Cities unless otherwise authorized by the Bylaws.

ARTICLE XIII

If the Corporation is a private foundation within the meaning of Section 509(a) of the Code, the Corporation: (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code; (b) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Code.

ARTICLE XIV

Subject to any restrictions contained in applicable state law, if each of the Cities considers and approves a concurrent resolution, ordinance or order directing the Board to proceed with the dissolution of the Corporation, the Board shall promptly proceed with the dissolution of the Corporation. The failure of the Board to promptly proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation. Upon the dissolution of the Corporation, the assets of the Corporation shall be distributed equally among the cities then participating in the activities of the Corporation.

ARTICLE XV

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These Articles may not be changed or amended unless approved in writing by each of the Cities.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____ 200 ____.

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 200 ____, by _____.

Notary Public, State of Texas

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 200 ____, by _____.

Notary Public, State of Texas

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STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 200__, by _____.

Notary Public, State of Texas

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**BYLAWS OF THE
ARTS OF COLLIN COUNTY COMMISSION, INC.**

**A Texas Local Government Corporation created on behalf of the Cities of Allen,
Frisco, and Plano, Texas**

**ARTICLE I
PURPOSES**

The Arts of Collin County Commission, Inc. (the "Corporation") is organized and will be operated exclusively for one or more charitable purposes, within the meaning of Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City of Allen, Texas, the City of Frisco, Texas, and the City of Plano, Texas (collectively the "Cities" and, each individually, a "City") in the performance of their governmental functions to promote the common good and general welfare of the Cities, and to promote, develop, encourage and maintain cultural arts facilities, commerce and economic development in the Cities.

The Corporation is further organized to aid, assist and act on behalf of the Cities by financing, constructing, owning, furnishing, managing and operating performing and visual cultural arts facilities, together with land and improvements related thereto, and other related facilities ("Cultural Facilities"). Subject to applicable state law and any contractual obligations of a City or the Corporation, a City or Cities may discontinue participation in the activities of the Corporation, or a non-participating unit of local government may join in the activities of the Corporation, under procedures established in these Bylaws.

The Corporation is formed pursuant to the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act"), as it now or may hereafter be amended, and Chapter 394, Texas Local Government Code, which authorizes the Corporation to assist and act on behalf of the Cities and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of Texas to non-profit corporations incorporated under the Act including, without limitation, Article 1396, Vernon's Texas Civil Statutes (the Texas Non-Profit Corporation Act).

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are

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necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created; provided, however, that the Corporation shall not issue any bond, certificate, note or other obligation evidenced by an instrument without the written consent of each of the Cities and except as authorized under Section 3 of Article IV Financial Responsibilities of these Bylaws.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

Each City and any other unit of local government that executes binding commitments to provide funding and otherwise is qualified to appoint a Director to the Board as permitted by these Bylaws or other documents, shall be referred to as an "Owner", and they are collectively referred to as "Owners".

All references herein to the consent or written consent of a City or an Owner shall refer to an ordinance, resolution or order of the governing body of the City or Owner.

ARTICLE II BOARD OF DIRECTORS

Section 1. Appointment, Powers, Number, and Term of Office. All powers of the Corporation shall be vested in a Board of Directors ("Board"). The Board shall independently manage and operate the Cultural Facilities in accordance with all applicable laws and documents, including the Articles of Incorporation, these Bylaws, the Contribution and Interlocal Agreements, the Arts of Collin County Vision Statement and such other documents agreed to by the Owners and as the same may be amended from time to time.

The Board shall initially consist of five (5) persons. The number of Directors on the Board may only be increased or decreased in accordance with these Bylaws. Directors of the Corporation ("Director" or "Directors") shall be appointed to the Board as follows:

(a) Each Owner shall be entitled to appoint one (1) Director to the Board in accordance with Owner's criteria for Board appointments and the remaining directors shall be appointed by unanimous agreement of the Owners. The number of Directors shall increase or decrease if the number of Owners increases or decreases. However, the number of Directors shall never be less than five (5) and the Board shall always be composed of an odd number.

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For the initial Board, the terms shall be staggered with one of the Owner's selections serving a one (1) year term, two of the Owner's selections serving a two (2) year term and the remaining Directors serving a full three (3) year term. Thereafter, each Director shall serve for a three (3) year term, or until his or her successor is appointed by the entity authorized to appoint the Director; provided, however, upon the death, resignation or removal of a Director, the entity responsible for that Director's appointment shall appoint a replacement Director to serve for the unexpired term of office of the replaced Director. No term limits are imposed by these Bylaws. Any restriction as to term is governed by the entity appointing such Director.

(b) Any Director may be removed from office at any time, with or without cause, by the entity authorized to appoint that Director. Directors appointed jointly by all Owners may be removed at any time by unanimous vote of all Owners.

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(c) All Directors shall have full and equal voting rights. All references herein to an act, resolution or vote of the Directors shall refer to a vote of the Directors entitled to vote on the matter as provided herein.

Section 2. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Collin County as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a City under Chapter 551, Texas Government Code (the "Open Meetings Act").

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to Chapter 552, Texas Government Code (the "Open Records Act").

Section 3. Annual Meetings. The annual meeting of the Board shall be held at the time and at the location in Collin County designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

Section 4. Regular Meetings. Regular meetings of the Board shall be held at least quarterly at such times and places as shall be designated, from time to time, by resolution of the Board.

Section 5. Special and Emergency Meetings. Special and emergency meetings of the Board shall be held whenever called by the President of the Board or the Secretary or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

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The Secretary shall give notice of each special meeting in person, by telephone, facsimile, mail or email at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required of the Cities under Section 551.045 of the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act.

Section 6. Quorum. A majority of the Board then appointed and serving shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent or abstention shall be entered in the minutes of the meeting or unless he shall file his written dissent or abstention to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent or abstention by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent or abstain shall not apply to a Director who voted in favor of the action.

Section 7. Conduct of Business. At the meetings of the Board, matters pertaining to the purpose of the Corporation shall be considered in such order as the Board may from time to time determine.

At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall preside. In the absence of the President and the Vice President, an acting President shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. Executive Committee, Other Committees. The Board may, by resolution passed by a majority of the Directors, designate two (2) or more Directors to constitute an executive committee or other type of committee. In addition, the Board may appoint members of Corporation staff and citizens of the Owners to be members of a committee, except for an Audit, Compensation or Governance Committee, which committees may only be composed of Directors.

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To the extent provided in the authorizing resolution for the committee and the Board approved committee charter, a committee shall have and may exercise the authority of the Board in the management of the Corporation, except where action of the Board is specified by statute. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees authorized to exercise the powers of the Board shall give notice of any meeting in the manner required for a meeting of the Board. Committees are subject to the regulations which apply to committees of government entities including the open records and open meetings acts. {Note: In some instances the committee will not be exercising board authority and may be advisory in nature; is the additional language intended to cover each committee meeting and their records even in the absence of exercising board authority. If not, and in when the committee is acting on behalf of the Board it is subject to the Open Meetings Law, as provided for in the last sentence of this section before the redline.}

Section 9. Compensation of Directors. Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, however, Directors may be reimbursed for reasonable and necessary expenses incurred in carrying out the Corporation's purposes.

Section 10. Advisory Committee. The Board shall establish an Advisory Committee composed of members who are, in the judgment of the Board, qualified to advise with respect to the activities of the Corporation. The size of the Advisory Committee will be determined by the Board and may be adjusted from time to time. The Board will designate one of its Directors to be a liaison to the Advisory Committee to assure close communication between the Board and the Advisory Committee.

Committee Members shall serve for a term of one (1) year or such longer term as may be fixed by the Board. Committee Members may be removed by the Board at any time, with or without cause. The officers and Directors of the Corporation may consult with the Advisory Committees from time to time with respect to the activities of the Corporation, but the Advisory Committee shall in no way exercise or restrict the powers of the Board nor limit its responsibility for the management of the affairs of the Corporation. Committee Members shall not receive any salary or compensation for their services; provided, however, Committee Members may be reimbursed for reasonable and necessary expenses incurred in carrying out the Corporation's purposes with prior approval of the Board.

Section 11. Director's Reliance on Consultant Information. A Director shall not be liable if while acting in good faith and with ordinary care, he or she relies on information, opinions, reports or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

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- (a) one or more other officers or employees of the Corporation;
- (b) an employee of an Owner, Member, Supporter, or Patron. The terms "Member," "Supporter," and "Patron" in this section and in section 7 (c) of Article III have that meaning as set forth in Article IV of the Interlocal Agreement;
- (c) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,
- (d) a committee of the Board of which the Director is not a member.

Section 12. Executive Director. The Board is authorized to hire an Executive Director who shall serve at the pleasure of the Board. The Board shall establish the compensation, duties and other responsibilities of the Executive Director. The hiring and/or removal of the Executive Director shall be by a majority vote of the appointed Board.

ARTICLE III OFFICERS

Section 1. Titles and Term of Office. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except the President shall not hold the office of Secretary. The term of office for each officer shall commence on the date of such officer's election and terminate on the earlier of: (a) the date that the officer is replaced by the Board; or (b) if the officer is a member of the Board, the date that the officer is no longer a member of the Board.

All officers shall be appointed and subject to removal, with or without cause, by a vote of a majority of the Board.

A vacancy in any office shall be filled by a vote of a majority of the Board.

Section 2. Powers and Duties of the President. The President shall be a member of the Board and shall preside at all meetings of the Board. He or she shall have such duties as are assigned by the Board. The President may call special or emergency meetings of the Board. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the President or Vice President may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The President shall be an ex-officio member of all committees.

Section 3. Powers and Duties of the Vice President. A Vice President shall be a member of the Board and shall have such powers and duties as may be assigned to

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him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 4. Treasurer. The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; he or she shall enter or cause to be entered regularly in the books of the Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; including the monitoring and audit of all cash accounts whose existence must first be approved by the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

Section 6. Compensation. Except for Directors, Officers are entitled to receive any such salary or compensation for their duties as approved by the Board. All Officers are entitled to receive reimbursement for their reasonable expenses only in performing their functions in accordance with policies adopted by the Board.

Section 7. Officer's Reliance on Consultant Information. In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements,

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including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation, including members of the Board;
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence; or,
- (c) an employee of an Owner, Member, Supporter, or Patron.

**ARTICLE IV
FINANCIAL RESPONSIBILITIES**

Section 1. Audit. Within ninety (90) days of the close of each fiscal year, the Board shall have an annual audit prepared by an independent auditor who is duly licensed or certified as a public accountant in the State of Texas of the financial books and records of the Corporation.

Section 2. Capital Spending Authority: The Board may expend funds for capital improvements for the Cultural Facilities as follows:

- (a) Funds from an Owner or Owners shall be used for the purposes of the Corporation as authorized and directed by the City or Cities.
- (b) Funds from other sources, such as donations, may be used at the discretion of the Board for capital purposes as long as the uses are consistent with the Owners' direction and are not reasonably expected by the Board to increase the operation and maintenance costs of the Corporation above the limits established in Section 4, below or have a capital cost greater than \$100,000.

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Section 3. Issuance of Debt. The Board is authorized to issue short-term debt only. Short-term debt is that amount which is payable in less than one (1) year from date of issuance. Where possible, the amount and purpose of the short term debt shall be projected by the Corporation in its annual budget to the Owners.

The cumulative amount of short term debt in any fiscal year shall not exceed twenty-five percent (25%) of the total operation and maintenance portion of the budget for that fiscal year. Owners shall be given the first opportunity to provide these funds before the Board incurs debt.

Section 4. Increase of O&M Costs. In the event any one or more items is added during a fiscal year that would increase or cause the annual operation and maintenance costs to exceed ten percent (10%) above the budgeted amount for that year, the Board must receive prior approval from all Owners prior to making that addition.

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Section 5. Fiscal Year. The fiscal year of the Corporation shall begin October 1 of each year.

Section 6. Annual Budget. No later than 90 days prior to the beginning of each fiscal year, the Board shall prepare, or cause to be prepared, and approve a budget (the "Budget") for each fiscal year. The Budget must be approved by a three-quarters (3/4) majority vote of the Board. After approval by the Board, the Budget shall be submitted to each Owner for final approval.

If the Board fails to approve the Budget, or if the Budget is not approved by each Owner, then during the first three years of this Agreement, the Budget for the prior fiscal year shall be deemed approved.

After the third year of the Agreement and if the Budget is not approved by either the Board or all Owners, then the next year's Budget is the greater of:

The total amount of the prior year's Budget; or,

The average of the annual Budgets for the prior three (3) years.

Section 7. Line Item Flexibility. The Board has the authority to shift operation and maintenance funds from one line item to another.

Section 8. Payments. Beginning October 1, Owners shall make their annual payments to the Corporation in quarterly installments each year. Payments shall be made on or before the first business day of each quarter of the fiscal year.

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Section 9. Reserve Fund. The budget shall provide for a reserve fund for the replacement of scheduled assets. Any unencumbered funds remaining at the end of the fiscal year shall be converted to the reserve fund.

Section 10. Other Funds. Other funds, such as charitable donations, may be used by the Board in accordance with the approved budget or if not anticipated in the budget as the Board directs providing the limitation set out in Section 4, above or a capital cost of \$100,000, is not exceeded.

ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. Right to Indemnification. Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative,

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arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlement and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnify hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

Section 2. Advance Payment. The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section I who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 3. Indemnification of Employees and Agents. The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a Director,

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officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 4. Appearance as a Witness. Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 5. Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

Section 6. Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 7. Notification. Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 8. Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

BYLAWS

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Executive Director

Powers and Duties of the Executive Director. The Executive Director shall be the principal executive officer of the Corporation and, subject to the control of the Board, he or she shall be in general charge of the properties and affairs of the Corporation. The Executive Director has management and control of the properties and operations of the Corporation, including the powers of a general manager. The Executive Director shall be an ex-officio of all Board committees, except the Audit Committee. The Executive Director will be responsible to implement all orders and resolutions of the Board of Directors, and all other powers that are not specifically reserved to the Directors or Owners, will be executed by the Executive Director within the general guidelines and policies of the Board and Owners.

The Executive Director shall be responsible for hiring and firing of the employees of the Corporation. All employees hired by the Executive Director shall be terminable at-will and not be provided any term or promise of employment.

The Executive Director is authorized to approve all contracts and expenditures that are not greater than \$25,000 without Board approval as long as funds are budgeted and are available for the expenditure.

ARTICLE VII CODE OF ETHICS

Section 1. Policy and Purposes.

(a) It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 2. Conflicts of Interest

(a) *Abide by State and Criminal Laws for Public Officers.* All directors, officers and employees shall abide by the state civil and criminal laws regarding conflict of interest, official misconduct and other regulations and restrictions involving their official duties.

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(b) *Disclosure and Abstention.* It is the intent of these Bylaws, that the Directors, Executive Director and officers shall take all steps to avoid the appearance of impropriety in the conduct of their affairs on behalf of the Corporation. This includes not engaging in any conduct, business that may be deemed to compromise their independent judgment in executing their duties as Corporation officials. In the event that a Director, officer, or Executive Director has any financial or equitable interest, direct or indirect, in a transaction that comes before the Board, or Advisory Committee or the Executive Director, the affected Director or officer, must:

- (i) disclose that interest in writing and file it with the Board Secretary; and,
- (ii) refrain from discussing or voting on the same.

(c) *Restrictions on Executive Director.* The Executive Director is precluded from having any financial or equitable interest in any contract, service or acquisition that is subject to his approval or that his subordinates may approve or monitor.

(d) *Definition of Financial Interest/Relative.* The “financial interest” contemplated under (b) and (c) of this Article requires that the affected person who is the Director, officer, or Executive Director or their relative receive an actual financial benefit from the transaction with the Corporation. A relative is a person related within the first degree of consanguinity or affinity to the Director, officer, or Executive Director. A financial or equitable interest does not include the following:

- (i) An ownership in the entity transacting business with the Corporation where the ownership interest is less than one percent (1%).
- (ii) Compensation as an employee, officer or director of the entity transacting business with the Corporation where such compensation is not affected by the entity’s transaction with the Corporation.
- (iii) An investment or ownership in a publicly held company in an amount less than **TEN THOUSAND DOLLARS (\$10,000.00)**
- (iv) An employee of a public entity may serve on the Board.

Section 3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director’s or officer’s discretion. As used here, “benefit” does not include:

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(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

(b) a gift or other benefit conferred on an account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(1) not more than one honorarium is received from the same person in a calendar year;

(2) not more than one honorarium is received for the same service; and

(3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services.

(d) A benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported as may be required by law.

Section 5. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree of consanguinity to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 1. Seal. The seal of the Corporation shall be such as may be from time to time approved by the Board.

Section 2. Notice and Waiver of Notice. Whenever any notice, other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. If transmitted by facsimile or email, such notice shall be deemed to

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be delivered upon successful transmission of the facsimile or email. A Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting unless such attendance is for the purpose of objecting to the failure of notice. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 3. Resignations. Any Director, officer or committee member may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignations shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

Section 5. Appropriations and Grants. The Corporation shall have the power to request and accept any appropriations, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

Section 6. Reports. No later than ninety (90) days following the end of each fiscal year, the Board shall submit to each Owner the following: (1) Program of Service; (2) Annual Report; and, (3) Annual Audit.

Section 7. Use of Corporation's Property and Facilities. The Board shall from time to time develop a formal, written policy (the "Usage Policy") governing the use of the Corporation's property and facilities (collectively, the "Facilities"). The usage policy shall (a) ensure that citizen groups from each Owner are given preferential rights as to the use of the Facilities and (b) establish a fee-for-use structure for the use of the Facilities. The Usage Policy, and any amendment or alteration thereto, must be approved in writing by each Owner.

ARTICLE IX AMENDMENTS

A proposal to alter, amend or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board then appointed and serving at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved in writing by each Owner to be effective.

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Preliminary Open Meeting Item VI.

Discussion and Direction re
Parking Permits

Issues regarding using the parking pass!

1. There is no ordinance to support the use of the pass. You will be subject to all parking violations if an officer so chooses. Even police officers are required to observe all the rules.....
2. Public relations/image issue.....could be raised.
3. Impeding any type of emergency vehicle.
4. Use at your own discretion – you be the judge!
5. There is no police enforcement on private property (other than handicap)

Sherrie will be working with Lt. Mike Moreland during “big” events – it will help a great deal if you let us know if, in fact, you will be attending the event so that we can prepare and mark spaces for vip parking!!! We are working to have spaces available to you during these events – we just need to know if you are going to be there!

MEMO

DATE: January 12, 2004

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Di Zucco, Assistant City Secretary 

RE: Personnel Appointment - Executive and Worksession Meetings

The following appointments will be considered on January 26, 2004.

<u>Executive Session</u>	<u>Worksession Meeting</u>
<u>No items for consideration</u>	<u>Keep Plano Beautiful Commission</u> Resignation of Barbara Gargiulo (term expires 10-04)

KEEP PLANO BEAUTIFUL COMMISSION

(2 Year Terms/ 8 Members)

Positions Available – 1

Resignation of Barbara Gargiulo – Term expires 10/04

Appointment: _____

APPLICANTS: Applicant Rank/Number of Boards

- 3(3) Allison Byre
- 11(11) Rodney E. Cruz
- 1(1) Maycel Epps
- 4(4) Chris Grimes
- 3(3) Wanda Landis
- 2(3) Holly R. Linskie
- 3(3) Kenneth Charles Morton
- 2(3) Anthony P. Sadiq

<u>CURRENT MEMBERS</u>	<u>TERM EXPIRES</u>
Johnye Cochran	10-04
Sandy Fletcher	10-04
Barbara Gargiulo	10-04
Karen Minato	10-04
Bob Mitchell	10-05
Ed Nalley	10-05
Wanda Stephens	10-04
David James Gillespie	10-05

**Discussion/Action Items for Future Council Agendas
(as of January 20, 2004)**

Additional rescheduling of Council meetings may be necessary due to elections and the PISD calendar. These changes will be made as soon as the dates are confirmed.

February 6 – 9 AMCC – Galveston

February 9

DART Status Report
Mobility Report
Order Election
Animal Services NACA Update
Over 65 tax freeze

February 12 – District 1 Roundtable - 7pm at the Courtyard Theater

February 21 - Fire Banquet – Perot Systems – 6:00 p.m.

February 23

Comprehensive Monthly Financial Report

March 1 – Taste of Plano

March 5 – 9 – NLC – Washington DC

March 2 (rescheduled from March 8th)

DART Status Report
Mobility Report

March 8 – 12 – PISD Spring Break

March 18, 19, 20 CALEA – Pasadena, California

March 22

Comprehensive Monthly Financial Report

March 25 – Volunteer Recognition Program

March 27 – Police Awards Banquet – Perot Systems, Reception -6:30 p.m., dinner - 7:30 p.m.

April 12

DART Status Report
Mobility Report

April 19 – Joint City/PISD/Chamber Meeting – 6:30 p.m. - hosted by Chamber

IXa

April 22 – District 3 Roundtable

April 25 – Blackland Prairie Festival Event – 11 am – 6 pm – Historic Downtown Plano

April 26

Comprehensive Monthly Financial Report

May 10

DART Status Report
Mobility Report

May 15 – Election Day

May 24

Comprehensive Monthly Financial Report
Canvass Election Results

May 31 – Memorial Day Holiday

June 14

DART Status Report
Mobility Report

June 28

Comprehensive Monthly Financial Report

July 5 – July 4th Holiday (observed)

July 26

July 28

August 9

DART Status Report
Mobility Report

August 19 – District 4 Roundtable

August 23

Comprehensive Monthly Financial Report

August 23 – 27 – Integrated Emergency Management Course

September 6 – Labor Day Holiday

September 13

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DART Status Report
Mobility Report

September 27

Comprehensive Monthly Financial Report

October 11

DART Status Report
Mobility Report

October 17 – 20 – ICMA Conference – San Diego

October 25

Comprehensive Monthly Financial Report

October 27 – 30 – TML – Corpus Christi

November 8

DART Status Report
Mobility Report

November 18 – District 2 Roundtable

November 22

Comprehensive Monthly Financial Report

November 25, 26 – Thanksgiving Holidays

December 6 – 10 – NLC – Charlotte, NC

December 13

DART Status Report
Mobility Report
Mayor's Recognition of 2004 MP3 Participants

December 23, 24 – Christmas/Winter Holidays

December 21 (rescheduled from December 27th)

Comprehensive Monthly Financial Report

January 3, 2005 – New Years Holiday



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	1/26/04	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Administration	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>AKC</i>	1/7/04
Agenda Coordinator (include phone #): Sharon Wright ext. 5139				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Special Recognition - Council Volunteer of the Month: Ankur Gupta				
FINANCIAL SUMMARY				
<input checked="" 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		



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/26/04	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager	Initials	Date	
Department Head	T. Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>2/26/04</i>
Agenda Coordinator (include phone #):		S. Tawwater 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PRESENTATION				
CAPTION				
Presentation to City of Plano by MLK Celebration Committee for their support				
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		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	1/26/04	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		
Agenda Coordinator (include phone #):		S. Tawwater	X7107	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation regarding area Cricket Associations				
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
January 12, 2004**

COUNCIL MEMBERS

Pat Evans, Mayor
Steve Stovall, Mayor Pro Tem
Shep Stahel, Deputy Mayor Pro Tem
Scott Johnson
Phil Dyer
Sally Magnuson
Jean Callison
Ken Lambert

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Deputy Mayor Pro Tem Stahel called the meeting to order at 5:05 p.m., Monday, January 12, 2004, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Evans and Mayor Pro Tem Stovall. Deputy Mayor Pro Tem Stahel then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071, and to discuss Real Estate matters, Section 551.072 for which a certified agenda is required.

Deputy Mayor Pro Tem Stahel reconvened the meeting back into the Preliminary Open Meeting at 6:22 p.m. in the Council Chambers for which the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion:

No items were brought forward.

DART Status Report

This item was passed over.

Review of Woodruff Park Lake Dredging Project

Director of Parks and Recreation Wendell presented an overview regarding the lake dredging project to save the park lake by removing silt and mud that has accumulated over the past 20 years. He stated that if the silt is not removed the lake will become unsuitable for wildlife. Mr. Wendell reviewed the removal and restoration process and stated that the project will cost approximately \$1.2 million and be funded through the Capital Reserve Fund. He stated that removal of the silt should be completed by August 2004 with area restoration completed by January 2005. Mr. Wendell further stated that letters will go out and information will be placed on the City web page to explain the project.

Mobility Report

Transportation Engineering Manager Neal advised that converting the traffic signal communication systems to be used with Public Safety Communications antennae is an effort to improve operation reliability and minimize glitches. He stated that usage at 15 sites is currently being tested. Mr. Neal stated that traffic signal construction is underway at Spring Creek Parkway and Midway Road and should be in operation in the very near future. Mr. Neal stated that problems are being worked out with residents in the Windhaven Parkway area regarding truck activity and that three additional stalls will be added over the next thirty days on the east side of K Avenue during the test period project.

Comprehensive Monthly Financial Report – November

Director of Finance McGrane presented the Comprehensive Monthly Finance Report for the month of November. He stated that the General Fund was up from last year, there appears to be a turn-around in the sales tax trend, and that the unemployment rate is down from the prior month. Mr. McGrane reviewed city sales tax comparisons and spoke to the City's portfolio maturity schedule.

Council Items for Discussion/Action on Future Agendas

Council Member Lambert requested that an item be brought back for discussion at the next Council Worksession to address the availability of street light fixtures. He stated that information regarding this issue has gotten bogged down and requested that Oncor be present at the worksession for this discussion.

Council Member Dyer requested that an item be brought back for discussion at the first or second meeting in February regarding 65-year of age and up tax freeze.

Consent and Regular Agenda

No items were brought forward.

Council Reports

No reports were made.

Nothing further was discussed. Deputy Mayor Pro Tem Stahel recessed the meeting at 6:45 p.m.

Shep Stahel, **DEPUTY MAYOR PRO TEM**

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
January 12, 2004

COUNCIL MEMBERS

Pat Evans, Mayor
Steve Stovall, Mayor Pro Tem
Shep Stahel, Deputy Mayor Pro Tem
Phil Dyer
Scott Johnson
Sally Magnuson
Jean Callison
Ken Lambert

STAFF

Thomas H. Muehlenbeck, City Manager
Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Deputy Mayor Pro Tem Stahel convened the meeting into open session on Monday, January 12, 2004, at 7:00 p.m., in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Mayor Pro Tem Stovall. Mayor Evans arrived at 7:05 p.m.

The invocation was led by Deputy Mayor Pro Tem Stahel.

The Pledge of Allegiance was led by Eagle Patrol of Pack 1225 Jackson Elementary

Director of Planning Jarrell presented the Council with the Texas Chapter of American Planning Association Award for the Tri-City Retail Study.

GENERAL DISCUSSION

No one appeared to speak.

CONSENT AGENDA

Upon a motion made by Deputy Mayor Pro Tem Stahel and seconded by Council Member Magnuson, the Council voted 7-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

December 8, 2003
December 16, 2003
January 5, 2004

Award, Rejection of Bids/Proposals, Conditional Acceptance of Lowest Responsible Bid/Proposal and Designation of Alternate Lowest Responsible Bid/Proposal when applicable on the following:

Bid No. B023-04 for residential pavement repairs on the 2003-2004 Residential Slab Replacement Project, Zones L2, J2 & I3 within the City of Plano in the amount of \$1,501,075. This project involves the replacement of street, sidewalk, and alley pavement and construction of barrier free ramps in the residential areas bounded by Alma Road and the east, Coit Road on the west, Plano Parkway on the south, and 15th Street on the north. The project also includes the area between Coit Road and Independence Parkway from 15th Street to Park Boulevard. [Consent Agenda Item (B)] (See Exhibit "A")

Bid No. C024-04 for a fixed-price contract for Fire Hydrant and Water Line Repair Parts in the estimated annual amount of \$85,649 for use by the Utilities Operations Division. [Consent Agenda Item (C)] (See Exhibit "B")

Bid No. B030-04 for the Arbor Hills Nature Preserve, Phase 2 Improvements (Project No. 5224) in the amount of \$1,125,000. [Consent Agenda Item (D)] (See Exhibit "C")

Rejection of Bid

To reject bids/proposals for QISV Router (B107-03) [Consent Agenda Item (E)] (See Exhibit "D")

Adoption of Resolutions

Resolution No. 2004-1-1(R): To accept the bid of GST Public Safety Supply, LLC for Fire Department hip-length winter jackets; approving the purchase of Fire Department hip-length winter jackets in the amount of \$44,400; authorizing the City Manager to enter into a contract with GST Public Safety Supply, LLC upon terms and conditions consistent with all specifications and requirements provided in City of Mesquite Competitive Sealed Bid No. 2004-022; designating GST Public Safety LLC as supplier of Fire Department hip-length winter jackets; and providing an effective date. [Consent Agenda Item (F)]

Resolution No. 2004-1-2(R): To waive the City of Plano's application to receive funds under the Juvenile Accountability Block Grant Program administered by the Criminal Justice Division of the Office of the Governor of the State of Texas; allocating any funds for which the City of Plano was qualified to Collin County, Texas; providing that a representative of the City of Plano will participate in the Collin County Juvenile Probation Department and providing an effective date. [Consent Agenda Item (G)]

Resolution No. 2004-1-3(R): To authorize the use of touch screen devices for voting purposes in the City of Plano beginning with the May 2004 election; and providing an effective date. [Consent Agenda Item (H)]

Resolution No. 2004-1-4(R): To approve the terms and conditions of an interlocal agreement (ILA) by and between the City of Plano, Texas, and the Dallas Area Rapid Transit Authority (DART), defining the maintenance responsibilities of each agency for certain traffic control devices installed on Plano City street right-of-way necessary for the operation of the Light Rail System in Plano, authorizing its execution by the City Manager, and providing an effective date. [Consent Agenda Item (I)]

Resolution No. 2004-1-5(R): To appoint two additional individual trustees to the City of Plano's Savings and Retirement Plan for Employees under Section 401(a) of the Internal Revenue Code of 1986; and providing an effective date. [Consent Agenda Item (J)]

Resolution No. 2004-1-6(R): To authorize the filing of a project application with the North Central Texas Council of Governments for an Increasing Yard Waste Diversion Program in the North Texas Municipal Water District Area Project; authorizing the Environmental Waste Services Manager to act on behalf of the City of Plano in all matters related to the application; and pledging that if a project is received the City of Plano will comply with the project requirements of the NCTCOG, the Texas Commission on Environmental Quality and the State of Texas; and providing an effective date. [Consent Agenda Item (K)]

Resolution No. 2004-1-7(R): To authorize the filing of a project application with the North Central Texas Council of Governments for a Greening Plano's Outdoor Venues Program; authorizing the Environmental Waste Services Manager to act on behalf of the City of Plano in all matters related to the application; and pledging that if a project is received the City of Plano will comply with the project requirements of the NCTCOG, the Texas Commission on Environmental Quality and the State of Texas; and providing an effective date. [Consent Agenda Item (L)]

Resolution No. 2004-1-8(R): To authorize the filing of a project application with the North Central Texas Council of Governments for an Environmental Discovery Center Educational Kiosk Project; authorizing the Environmental Waste Services Manager to act on behalf of the City of Plano in all matters related to the application; and pledging that if a project is received the City of Plano will comply with the project requirements of the NCTCOG, the Texas Commission on Environmental Quality and the State of Texas; and providing an effective date. [Consent Agenda Item (M)]

Resolution No. 2004-1-9(R): To adopt the Clean Air Control Measures and Policies established by the North Central Texas Council of Governments for the North Texas Region, consisting of Dallas, Tarrant, Denton and Collin Counties, to assist them in meeting Federal Clean Air Standards for reducing emissions from its diesel-fueled vehicles and equipment and by incorporating further energy efficiency measures in its buildings and facilities; and providing an effective date. [Consent Agenda Item (N)]

Adoption of Ordinances

Ordinance No. 2004-1-10: To establish the name of Crawford Road, a dedicated street within the City of Plano, Collin County, Texas; providing for a change in the official records to reflect such action; and providing an effective date. [Consent Agenda Item (O)]

Ordinance No. 2004-1-11: To amend the Plano Code of Ordinances, Chapter 12, Motor Vehicles and Traffic, Article V, Stopping, Standing, and Parking, Section 12-102(e) to include the prohibition of motor-vehicle-parking along the east and west sides of Gifford Drive from its intersection with Russell Creek Drive north to Kalgan Circle for Rice Middle School between the hours of 8:00 a.m. to 8:45 a.m. and 3:00 p.m. to 4:00 p.m. on school days; declaring the parking of motor vehicles in said section of Gifford Drive within the defined time limits as unlawful and a misdemeanor; and providing a severability clause, a penalty clause, and an effective date. [Consent Agenda Item (P)]

Approval of Change Order

To approve Change Order No. 4 for the Buffalo Bend Drainage Improvements Project, increasing the contract by \$34,572 for additional concrete repair needed to complete the project. (Bid No. B147-02) [Consent Agenda Item (Q)]

To approve Change Order No. 1 and modifications to contract with Employee Benefits Services for run-off claims processing for the City of Plano Employee Benefit Plan in the amount of \$45,000. [Consent Agenda Item (R)]

To Hisaw & Associates, General Contractors, Inc. increasing the contract by \$143,843 for the Public Safety Communications Expansion, Change Order No 6 (Bid No. B126-02). [Consent Agenda Item (S)]

Approval of Contract Modification

To approve modification to contract with United HealthCare Insurance Company for Health Benefit Services (B114-03). This modification will not affect the estimated annual amount of the contract. [Consent Agenda Item (T)]

Approval of Purchase off Existing Contract

To approve the purchase of 14 various size pickup/service trucks/vans in the amount of \$304,056 from Lawrence Marshall Chevrolet through the Texas Association of School Board Purchasing Cooperative (Buyboard), Contract No. 154-02 and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. [Consent Agenda Item (U)]

To approve the purchase of one 62 horsepower agricultural tractor from Landmark Equipment in the amount of \$27,667 through the Houston-Galveston Area Council of Governments (HGAC) Cooperative Purchasing Program, Contract No. GR01-02 and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. [Consent Agenda Item (V)]

To approve the purchase of three hybrid-fuel passenger vehicles (4-door) in the amount of \$60,036 (\$20,000 each) from Philpott Ford through the Houston-Galveston Area Council of Governments (HGAC) Cooperative Purchasing Program, Bid No. VE10-03; and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. [Consent Agenda Item (W)]

To approve purchase of Playground Equipment for Arbor Hills Nature Preserve, Phase 2 Improvements (Project No. 5224) (Bid No. I032-03) in the amount of \$45,280. [Consent Agenda Item (X)]

END OF CONSENT:

Public Hearing and adoption of Ordinance No. 2004-1-12 as requested in Zoning Case 2003-60 - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to zone 32.174± acres located on the northeast corner of Park Boulevard and Marsh Lane in the City of Plano, Collin County, Texas, to Planned Development-85-Retail/Office-2; 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, and an effective date. Neighborhood #40. Applicant: City of Plano [Regular Agenda Item (1)]

Director of Planning Jarrell advised the Council that the property was annexed into the City in August of 2003 and that initial zoning has not been established. She stated that the Planning and Zoning Commission recommends approval of the request for PD-85-R/O-2 subject to:

Ordinance No. 2004-1-12 (cont'd)

1. Retirement housing is an allowed use by right, except in the area east of a running line north/south and through the center of the intersection of Vista Point Drive and Plano Parkway and within 350 feet of the southern right-of-way line of Plano Parkway. Retirement housing shall be developed using the retirement housing district standards in the Zoning Ordinance.
2. Uses allowed in the Retail district by right or by specific use permit are restricted to the eastern portion of the planned development district, east of a line running north/south and through the center of the intersection of La Costa Drive and Plano Parkway.
3. Within 350 feet of the southern right-of-way line of Plano Parkway, building heights are limited to two stories. Churches and church related structures in the remainder of the planned development district may be constructed to a maximum height of four stories; however, retirement housing is restricted to three stories.

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

Upon a motion made by Council Member Lambert and seconded by Council Member Dyer, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to zone 32.174± acres located on the northeast corner of Park Boulevard and Marsh Lane in the City of Plano, Collin County, Texas, to Planned Development-85-Retail/Office-2 as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2003-60; 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, and an effective date; and further to adopt Ordinance No. 2004-1-12.

Public Hearing and adoption of Ordinance No. 2004-1-13 as requested in Zoning Case 2003-61 - To repeal in its entirety Ordinance No. 93-9-5, thereby rescinding Specific Use Permit No. 231 for the additional use of a Private Club; amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, to grant Specific Use Permit No. 532 so as to allow the additional use of a Private Club on 1.6± acres of land located on the northeast corner of Park Boulevard and Prestwick Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-68-Retail with Specific Use Permit No. 231; 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, and an effective date. Neighborhood #42. Applicant: Brinker Texas, L.P. [Regular Agenda Item (2)]

Ordinance No. 2004-1-13 (cont'd)

Director of Planning Jarrell advised the Council that this request would revise the specific use permit for this location thus complying with current practices and granting the permit to the property independent of the ownership/operation of the restaurant. She stated that the Planning and Zoning Commission recommended approval of the request as submitted.

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

Upon a motion made by Council Member Magnuson and seconded by Council Member Callison, the Council voted 7-0 to repeal in its entirety Ordinance No. 93-9-5, thereby rescinding Specific Use Permit No. 231 for the additional use of a Private Club; amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, to grant Specific Use Permit No. 532 so as to allow the additional use of a Private Club on 1.6± acres of land located on the northeast corner of Park Boulevard and Prestwick Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-68-Retail with Specific Use Permit No. 231 as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2003-61; 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, and an effective date; and further to adopt Ordinance No. 2004-1-13.

Public Hearing and adoption of Ordinance No. 2004-1-14 as requested in Zoning Case 2003-62 - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to rezone 7.0+ acres located on the northwest corner of American Drive and Amelia Court in the City of Plano, Collin County, Texas, from Planned Development-135-Retirement Housing to Office-1; 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, and an effective date. Neighborhood #56. Applicant: City of Plano [Regular Agenda Item (3)]

Director of Planning Jarrell spoke to amendments to the Zoning Ordinance eliminating the Retirement Housing zoning district and stated that this item establishes appropriate zoning for properties affected. She further advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted. Ms. Jarrell responded to Council Member Dyer stating the Office-1 zoning has a two-story height limit and that Zoning Case 2003-63 (Regular Agenda Item 4) requests Office-2 zoning due to the three-story height of a current facility.

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

Ordinance No. 2004-1-14 (cont'd)

Upon a motion made by Council Member Dyer and seconded by Deputy Mayor Pro Tem Stahel, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to rezone 7.0+ acres located on the northwest corner of American Drive and Amelia Court in the City of Plano, Collin County, Texas, from Planned Development-135-Retirement Housing to Office-1 as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2003-62; 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, and an effective date; and further to adopt Ordinance No. 2004-1-14.

Public Hearing and adoption of Ordinance No. 2004-1-15 as requested in Zoning Case 2003-63 - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to rezone 4.4± acres located north of American Drive, 485± feet east of Coit Road in the City of Plano, Collin County, Texas, from Retirement Housing to Office-2; 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, and an effective date. Neighborhood #56. Applicant: City of Plano. [Regular Agenda Item (4)]

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted.

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

Upon a motion made by Deputy Mayor Pro Tem Stahel and seconded by Council Member Johnson, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, so as to rezone 4.4± acres located north of American Drive, 485± feet east of Coit Road in the City of Plano, Collin County, Texas, from Retirement Housing to Office-2 as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2003-63; 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, and an effective date; and further to adopt Ordinance No. 2004-1-15.

Public Hearing and adoption of Ordinance No. 2004-1-16 as requested in Zoning Case 2003-64 - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, amending Specific Use Permit No. 246 so as to increase the height of an existing commercial antenna support structure from 75 feet to 93 feet on 0.1± acre of land located 250± feet south of Park Boulevard and 380± feet west of Dallas North Tollway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial with Specific Use Permit #246 for a Commercial Antenna Support Structure; 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, and an effective date. Neighborhood #52. Applicant: Dallas SMSA Tower Holding, Inc. [Regular Agenda Item (5)]

Director of Planning Jarrell stated that the request is being made to accommodate the addition of another carrier to the tower. She advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted. Ms. Jarrell responded to Deputy Mayor Pro Tem Stahel stating that if this item were denied, the applicant could apply for another tower which, depending on its size, would need a specific use permit and must adhere to distance separation requirements between towers. She stated that the current ordinance promotes co-location.

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

Upon a motion made by Deputy Mayor Pro Tem Stahel and seconded by Council Member Johnson, the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, amending Specific Use Permit No. 246 so as to increase the height of an existing commercial antenna support structure from 75 feet to 93 feet on 0.1± acre of land located 250± feet south of Park Boulevard and 380± feet west of Dallas North Tollway in the City of Plano, Collin County, Texas, presently zoned Planned Development-220-Regional Commercial with Specific Use Permit #246 for a Commercial Antenna Support Structure as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2003-64; 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, and an effective date; and further to adopt Ordinance No. 2004-1-16.

Public Hearing and adoption of Ordinance No. 2004-1-17 as requested in Zoning Case 2003-66 - To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, granting Specific Use Permit No. 534 so as to allow the additional use of a Used Car Dealer on 0.2± acre of land located on the northwest corner of K Avenue and 20th Street in the City of Plano, Collin County, Texas, presently zoned Light Commercial; 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, and an effective date. Neighborhood #60 Applicant: G & R Auto [Regular Agenda Item (6)]

Ordinance No. 2004-1-17 (cont'd)

Director of Planning Jarrell advised that a previous request for a Specific Use Permit for a Used Car Dealer on this property was denied by the Council without prejudice thus allowing the applicant to resubmit the case. She stated that the applicant contacted Staff to discuss the property's use as a used car dealer prior to an application for a Certificate of Occupancy and was informed that it was a permitted use. Ms. Jarrell advised that subsequently, Staff discovered an error and notified the applicant that a specific use permit would be required. She advised the Council that the Planning and Zoning Commission recommended approval of the request as submitted.

Mayor Evans opened the Public Hearing. Cyrus Amini, acquaintance of the applicant, spoke to information received from the City Staff prior to purchase of the property and requested careful consideration by the Council. He spoke to signatures gathered on a petition in support of the request. Mobina Armaghan, daughter of the applicant, spoke regarding the personal sacrifices made by the applicant, steps taken to ensure procedures were followed and requested the Council approve the request. Gary Schmidt, spoke in support of the applicant requesting the Council put themselves in the applicant's position. No one else spoke either for or against the request. The Public Hearing was closed.

Council Member Magnuson spoke to applicants following procedure and relying on information received from Staff and further made a motion to approve the request. Council Member Johnson seconded the motion and spoke regarding the error made by the Staff, the number of automotive uses on K Avenue and the opportunity for redevelopment of this property as the area changes.

Mayor Evans stated at 7:35 p.m. that the Council would convene into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney, Section 551.071, for which a certified agenda is not required but is on record for other items on this agenda. The Council closed the Executive Session and reconvened into the open meeting at 7:40 p.m.

Council Member Johnson spoke to the property owner having more choices when redevelopment in the area occurs and stated that in the meantime the use is appropriate for a site of this size. Council Member Magnuson spoke to the request as being consistent with other businesses on K Avenue and stated that it should not adversely affect the neighborhood.

Council Member Lambert spoke to the work done in upgrading the downtown area and efforts to not allow used car lots. He spoke to the request not fitting the long-term goal and stated opposition to the motion.

Ordinance No. 2004-1-17 (cont'd)

Mayor Evans stated support for the motion, spoke to Staff's and the Planning and Zoning Commission's careful consideration and recommendation for approval and stated that the use would not detract from the appearance or uses in the downtown area.

Mayor Evans restated the motion made by Council Member Magnuson and seconded by Council Member Johnson to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 86-3-14, as heretofore amended, granting Specific Use Permit No. 534 so as to allow the additional use of a Used Car Dealer on 0.2± acre of land located on the northwest corner of K Avenue and 20th Street in the City of Plano, Collin County, Texas, presently zoned Light Commercial as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2003-66; 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, and an effective date; and further to adopt Ordinance No. 2004-1-17. The Council voted 4-3 for the motion with Deputy Mayor Pro Tem Stahel and Council Members Dyer and Lambert voting in opposition. The motion carried.

There being no further discussion, Mayor Evans adjourned the meeting at 7:44 p.m.

Pat Evans, **MAYOR**

Shep Stahel, **DEPUTY MAYOR PRO TEM**

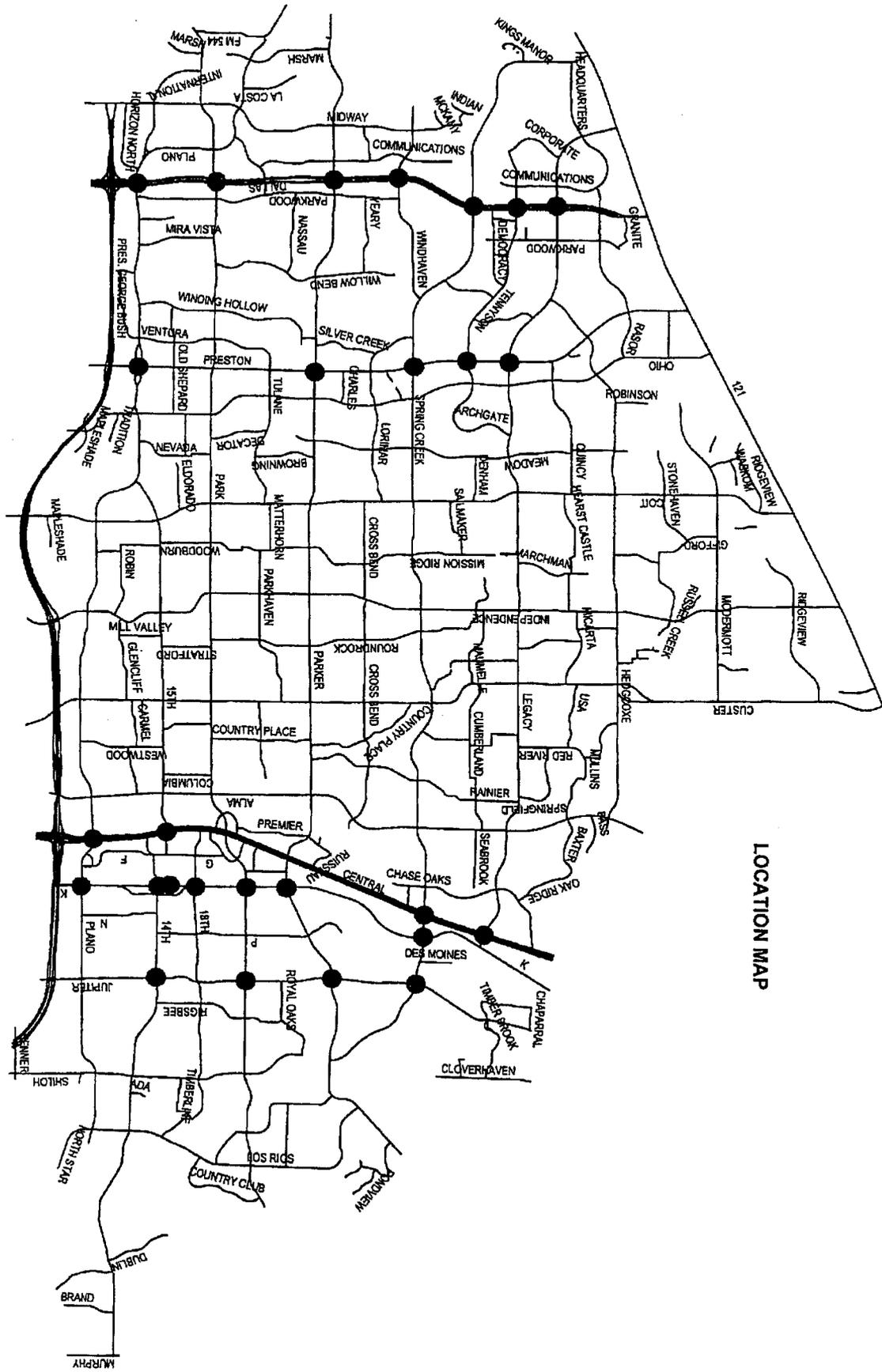
ATTEST:

Elaine Bealke, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	1/26/04	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Mike Ryan</i>	City Manager	<i>JAC</i>	<i>1/9/04</i>
Agenda Coordinator (include phone #): January M. Cook, Ext. 7376				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award, rejection of Bids/Proposals, Conditional acceptance of lowest responsible Bid/Proposal to establish an annual fixed price contract for Illuminated Street Signs in the estimated annual amount of \$118,781 (C026-04).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
2003-2004	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): CAPITAL RESERVE				
COMMENTS: This item approves price quotes. Expenditures will be made in the Traffic Signal Improvement project within the approved budget appropriations. The estimated annual amount is \$118,781.				
STRATEGIC PLAN GOAL: This item relates to the City's Goal of Safe and Efficient Travel.				
SUMMARY OF ITEM				
ANNUAL CONTRACT WITH RENEWALS				
Staff recommends bid of Southern Manufacturing Company in the estimated annual amount of \$118,781 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract with two optional one-year renewals. The initial phase of this contract will be for the purchase of illuminated street signs (LED lighting) to be installed at twenty-seven signalized intersections along Jupiter Rd., K Ave., Hwy 75, Preston Rd. and Dallas North Tollway.				
Additionally, staff recommends U.S. Traffic Corporation as the alternate vendor in the estimated annual amount of \$183,465.45.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary, Location Map				



LOCATION MAP

B-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 1/26/04		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Upchurch	Executive Director	<i>[Signature]</i>	1/12/04	
Dept Signature:	<i>Alan Upchurch</i>	City Manager	<i>[Signature]</i>	1/20/04	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5157.2		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, rejection of Bids/Proposals, Conditional Acceptance of lowest responsible Bid/Proposal of the Primary Vendor and an Alternate Vendor for construction of Erosion Control – Pittman Creek Estates (Bid No. B031-04).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: 2003-04	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	370,000	0	370,000	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	-254,384	0	-254,384	
BALANCE	0	115,616	0	115,616	
FUND(S): MUNICIPAL DRAINAGE CIP					
COMMENTS: Funds are included in the 2003-04 Municipal Drainage CIP. This item, in the amount of \$254,384 will leave a current year balance of \$115,616 for the Erosion Control – Carmel/Pittman project.					
STRATEGIC PLAN GOAL: This item relates to the City's Goal of Safe, Livable Neighborhoods.					
SUMMARY OF ITEM					
Staff recommends the bid of Texas Standard Construction, Ltd., in the amount of \$254,384.00 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents					
The second vendor being recommended is Craig Olden, Inc. in the amount of \$268,865.00.					
Engineer's estimate was \$320,000.					
The project consists of construction of gabion erosion control structures in creek areas at the following locations:					
1. 1909 Gardengrove Court					
2. 1800 Carmel Drive					
3. 3300 Rampart Drive					
4. Aerial Sewer Crossing at Rowlett Creek (west of Jupiter Road)					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Summary		N/A			
Location Maps		N/A			

C-1

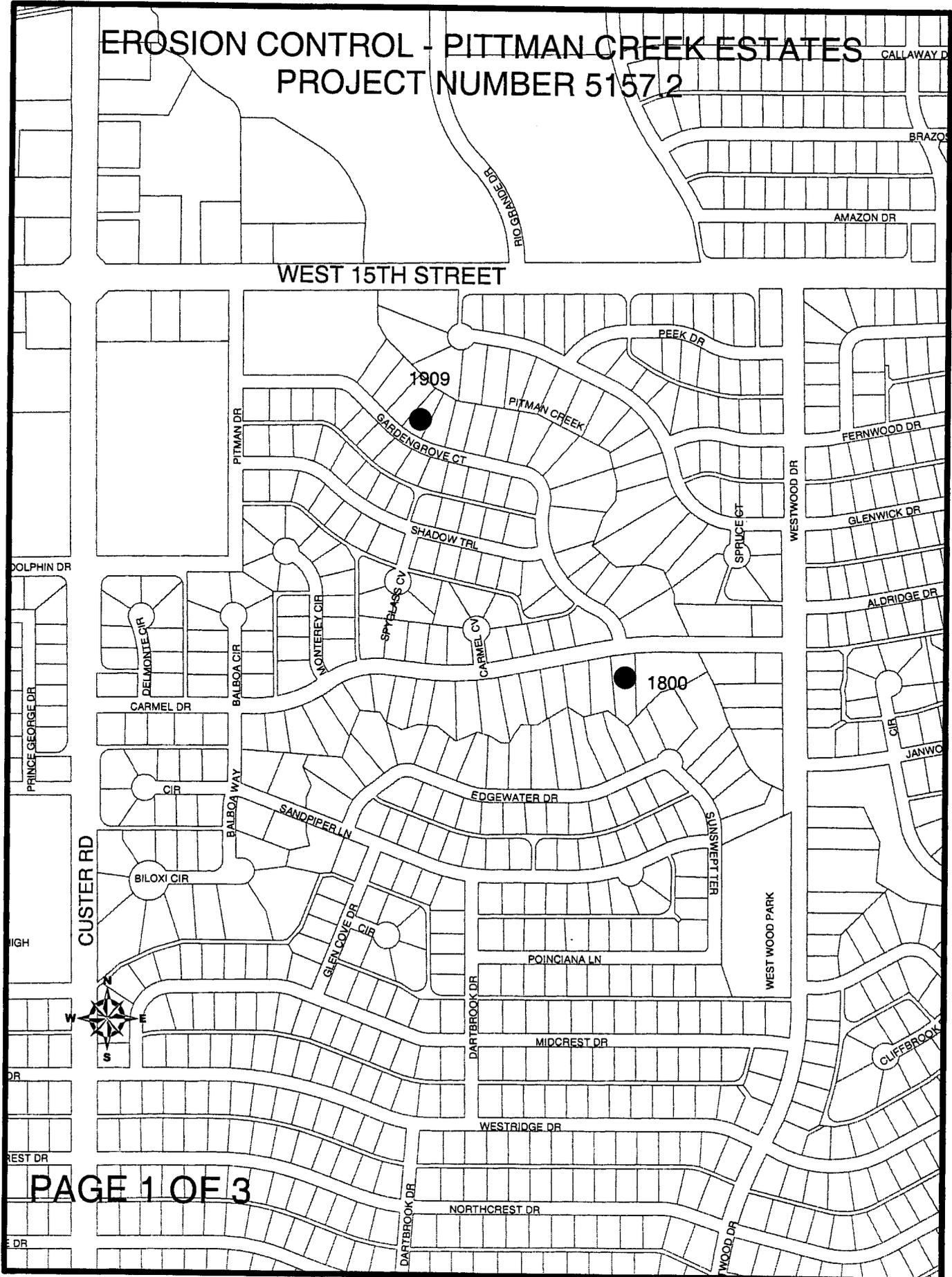
**EROSION CONTROL – PITTMAN CREEK ESTATES
PROJECT NO. 5157.2**

BID SUMMARY

<u>BIDDER</u>	<u>AMOUNT OF BID</u>
1. Texas Standard Construction, Ltd.	\$254,384.00
2. Craig Olden, Inc.	\$268,865.00
3. Site Concrete, Inc.	\$492,000.00

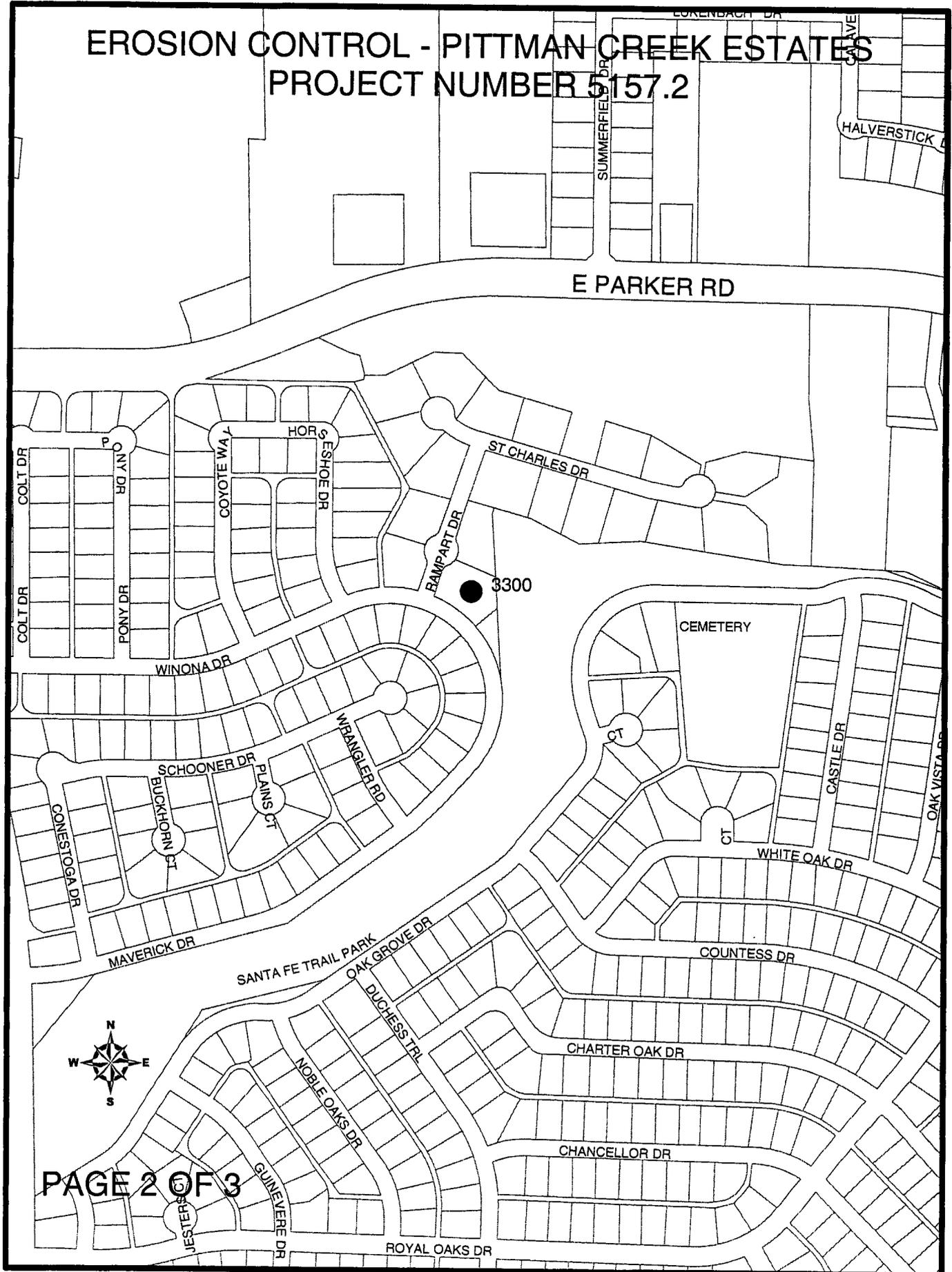
EROSION CONTROL - PITTMAN CREEK ESTATES PROJECT NUMBER 5157.2

WEST 15TH STREET



C-3

EROSION CONTROL - PITTMAN CREEK ESTATES PROJECT NUMBER 5157.2



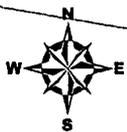
C-4

EROSION CONTROL - PITTMAN CREEK ESTATES
PROJECT NUMBER 5157.2

Aerial Crossing
Rowlett Creek

JUPITER RD

SPRING CREEK PKY



PAGE 3 OF 3

OAK POINT PARK &
NATURE PRESERVE

OAK POINT

C-5



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 1/26/04		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Municipal Court Judge / Building Security Fund			Initials	Date
Department Head	Don Stevenson			Executive Director	
Dept Signature:	<i>Don Stevenson</i>			City Manager	<i>[Signature]</i> 1/16/04
Agenda Coordinator (include phone #): Don Stevenson x2495					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award, rejection of Bids/proposals, Conditional Acceptance of lowest responsible Bid/Proposal for the purchase and installation of a Security Camera System for the Municipal Court, in the sum of \$40,325, from CSL Technologies, Inc. received for RFP 134-03; and authorizing the City Manager or his designee to execute all documents necessary to effect the purchase.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2003-04	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	160,263	0	160,263
Encumbered/Expended Amount		0	-11,312	0	-11,312
This Item		0	-40,325	0	-40,325
BALANCE		0	108,626	0	108,626
FUND(S): MUNICIPAL COURT BUILDING SECURITY FUND 55-232					
COMMENTS: This item is not included in the FY 03-04 approved budget. It was included in the FY 02/03 budget, but was not expended due to the extended completion date of the remodeling of the ground floor of the Robinson Justice Center. There are sufficient monies in the Building Security Fund to pay for the security camera system. The remaining balance of funds will be used for additional Building Security projects.					
STRATEGIC PLAN GOAL: The Security Camera System relates to the City's Goals of "Service Excellence."					
SUMMARY OF ITEM					
The Chief Municipal Court Judge and Court Administrator recommend the purchase of a security camera system from CSL Technologies, Inc.(CSL) The Municipal Court requests the installation of security cameras in the common areas of the Raymond Robinson Justice Center to record in a digital format events occurring in the entry and exit areas of the building, in the public waiting areas, at the court clerks' service windows, and in the courtrooms. Funding will come entirely from the Municipal Court Building Security Fund.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid from CSL Technologies, Inc.		Information Services, Finance			



MUNICIPAL JUDGE

To: Mike Ryan, Purchasing Manager

From: Don Stevenson, Chief Municipal Judge

Date: January 14, 2004

**Re: RECOMMENDATION FOR SECURITY CAMERA SYSTEM
BID NO. B134-03 – RFP**

The Municipal Court requested Request For Proposals bid proposals for a security camera system to be utilized on the second and third floors of the Raymond Robinson Justice Center. Thirteen (13) vendors responded to the request for bids.

Ms. Vicki Smith, the Court Administrator, and I have met on several occasions to review the submitted proposals. We evaluated each proposal independently. After we completed the evaluations, we met with Diane Palmer, Purchasing Agent, to discuss and compare the evaluations. Attached to this recommendation is a copy of the evaluation scores. The four bids that were scored the highest were from CSL Technologies, Inc. (CSL) Securitas Security Systems (Securitas), Force One Security Solutions (Force One), and Clay Communications (Clay). CSL scored the highest in overall evaluation criteria.

The Court Administrator and Chief Municipal Judge request that the City Council approve our recommendation to contract with CSL Technologies as the responsive vendor for the installation of a security camera system for the Robinson Justice Center.

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CITY OF PLANO

RFP 134-03
Security Camera System
Municipal Court Building

BIDDER	BID AMOUNT
Securitas Security Systems, USA	\$28,155.00
H COM International, Inc.	\$33,766.00
Zepto Sales & Service Inc.	\$34,021.00
Clay Communications, Inc.	\$37,066.00
Convergint Technologies LLC	\$38,729.00
CSL Technologies, Inc.	\$40,325.00**
KART Technologies Inc.	\$41,601.00
BCI Technologies, Inc.	\$51,191.00
Notification Systems of America, Inc.	\$52,000.00
Force One Security Solutions	\$58,669.00
ADT Security Services, Inc.	\$58,970.00
BEI Security	\$64,770.00
ECI Video	\$92,162.00

** CSL's bid of \$40,325 was not the lowest bidder. The five lower bids were not selected because of one or more of the follow reasons: limited warranties, required additional payments for three year warranties, required maintenance contracts at additional costs, insufficient camera coverage, lengthy installation periods, unwillingness to perform installation work after business hours, or contract and warranty terms unacceptable to the Purchasing Department.



CSL Technologies, Inc.
Security & Fire Alarm Services



Authorized Dealer
Security Pro

January 15, 2004

Mr. Don Stevenson
Plano Municipal Court
P.O. Box 860828
Plano, TX 75086

Via email: dons@gwmail.plano.gov

Mr. Stevenson:

Per our conversation, we are able to substitute the one Toshiba Digital Video Recorder (DVR) on our original bid, with two of the GE/Interlogix DVR units at no additional cost.

The GE DVR units provide you with the same number of camera channels/ports (32) along with additional total storage capacity (1.28 terabytes total for both units) and the redundancy benefit of having two separate units. A full three year limited warranty is standard on both units.

Please let me know if you need any additional information.

Sincerely,

Chris Thompson
CSL Technologies, Inc.

Email: cthompson@csl-pro.com

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VENDOR		BCI Technologies	Securitas Security Systems	ECI Video	BEI Security	KART Technologies	CSL Technologies	Zepco Sales Service	H COM International	NSA	Force One Security Solutions	Clay Communications	ADT Security Services	Convergent Technologies
Meets City Needs (1)	26 cameras 2x16 channels 400 GB	26 cameras 2x16 channels	40 cameras 3 DVR @ 960 GB	28 cameras 1x32 channels	25 cameras 2x16 channels	26 cameras 1x32 channels	20 cameras 1x20 DVR channels	30 cameras 2x16 channels	30 cameras 1x32 w/750 GB	25 cameras 2x16 w/1 TB	32 cameras 2x16 w/720 GB	Per RFP, Not Specified	23 cameras 1x32 w/500GB	
V's	3	3	3	5	3	5	5	1	3	5	3	3	0	5
D's	3	3	3	5	3	5	5	3	3	5	3	3	0	3
Price (2)	\$51,191	\$28,155	\$92,162	\$64,770	\$41,601	\$40,325	\$34,021	\$33,766	\$52,000	\$58,669	\$37,066	\$58,970	\$38,729	
V's	1	5	0	0	3	3	5	5	1	1	5	5	1	5
D's	3	5	1	3	5	5	5	5	3	3	3	5	3	5
Install Time (3)	60	30	60	60	45	30	21	21	21	40	30	20	Not Specified	60
V's	1	5	1	1	3	5	5	5	5	3	5	5	0	1
D's	1	5	1	1	3	5	5	5	5	3	5	5	0	1
Warranty (4)	1 year; w/3-years \$12,750	1 year; 2-5 years @ \$2804	Panasonic 3 yr; 1 yr system	3 years Phillips	1 year; w/3-years @ \$4,200	3 years	1 year	3 yrs cams; 1 year P&L	1 year; w/3-years @ \$6,300	3 years equipment	1 year	1 year; 2&3 yrs @ \$2,241	3 yrs cam; \$1,751/yr Parts-Labor	
V's	1	3	3	5	1	5	1	3	1	1	5	1	3	3
D's	1	3	3	5	1	5	1	3	3	1	5	1	3	3
Maintenance (5)	\$60/hour	\$90/hour	2 per yr w/3-yrs @ \$2,000	\$7,800 per year	1 year; w/3-years @ \$4,200	\$90/hour	90 days free; \$80/hour	1 yr; 2&3-years @ \$5,600	1 year; w/3-years @ \$6,300	\$55/hour	\$105/mo.	After warranty \$7,212/yr	\$865/yr	
V's	5	5	3	1	3	5	5	1	3	5	5	1	3	3
D's	5	3	1	1	1	3	3	1	1	1	5	1	1	1
SysQual	SD II/ No Descrip/ Remote (6)	Pelco/ Digital Sporte/ Yes	Panasonic/ Panasonic/ NA	Phillips/ Phillips/ NA	Sony/ Kart DVR /Yes	Ganzl/ Toshiba/ NA	CVC- T245/ WS DVR/ NA	Panasonic/ Micros DVR/ NA	Pelco/ Integral/ Yes	Gen Elec/ Calibur/ Yes	KPC/ DV Dallas/ Yes	Pelco/ ADIntelle X/ Yes	Pelco/ DSXP/Press/ Yes	
V's	3	5	3	5	5	5	3	5	5	5	3	5	5	5
D's	1	5	3	3	5	3	3	3	5	5	5	5	5	5
Work History (7)	Comercl; Dillard's, Denton ISD	Comercl DFW	Haltom City; TCCC	Roach Ford; TDCJ	DPD; Comercl	Comercl DFW	Plano & Prairie ISD's	Plano ISD; UTD; Garland	SW Air; Jails	Comercl DFW	Fed Courts; Verizon	Banks; Allen HS; DEA	TextInst; SRDallas; KaiserPerm	
V's	3	3	3	5	3	3	3	3	5	3	5	5	5	3
D's	5	3	5	5	5	3	5	5	5	3	5	5	3	3
TOTAL:	36	56	31	45	44	60	48	50	46	56	52	32	46	

Municipal Court Security Camera System RFP 134-03

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City of Plano

Plano Municipal Court

RFP #: B134-03

REQUEST FOR PROPOSAL FOR SECURITY CAMERA SYSTEM FOR MUNICIPAL COURT BUILDING				
ITEM	QTY	Price	Ext Price	Notes:
Teller & Offices	14	\$ 600.00	\$ 8,400.00	<i>Ganz ZC-D1036NHA fixed dome ColorHiRes Auto Iris VariFocal</i>
2nd Floor Lobby	4	\$ 600.00	\$ 2,400.00	<i>Ganz ZC-D1036NHA fixed dome ColorHiRes Auto Iris VariFocal</i>
2nd Floor Lobby - Exit Vestibule	1	\$ 830.00	\$ 830.00	<i>Ganz ZC-D1036NHA fixed dome ColorHiRes Auto Iris VariFocal w/ZC-OH2 Impact resistant aluminum/lexan outdoor housing</i>
3rd Floor Lobby	3	\$ 600.00	\$ 1,800.00	<i>Ganz ZC-D1036NHA fixed dome ColorHiRes Auto Iris VariFocal</i>
3rd Floor Courts	4	\$ 600.00	\$ 2,400.00	<i>Ganz ZC-D1036NHA fixed dome ColorHiRes Auto Iris VariFocal</i>
Power Supplies	2	\$ 165.00	\$ 330.00	<i>Camera Power Supplies</i>
Toshiba DVR	1	\$ 19,570.00	\$ 19,570.00	<i>Toshiba KV-PCDVR 960GB, 32channel Digital Video Recorder</i>
UPS Power Backup	1	\$ 345.00	\$ 345.00	<i>APC UPS 1000VA/600 Watt</i>
Monitor 2nd Floor	4	\$ 700.00	\$ 2,800.00	<i>27" Panasonic TV</i>
Monitor Wall Mounts	4	\$ 150.00	\$ 600.00	<i>VMP014 // TV Wall mount up to 165lbs//20"-29" TV's</i>
Monitor 3rd Floor	1	\$ 700.00	\$ 700.00	<i>27" Panasonic TV</i>
Monitor Wall Mounts	1	\$ 150.00	\$ 150.00	<i>VMP014 // TV Wall mount up to 165lbs//20"-29" TV's</i>
Sub-total			\$ 40,325.00	
Installation 2nd Floor				<i>Installation 19 cameras, + 4 monitors</i>
Installation 3rd Floor				<i>Installation 7 cameras, + 1 monitor</i>
Total Installation:			\$ 40,325.00	
Location Summary:				
Teller & offices	nine cameras for tellers, two in small offices and three in general office area			
2nd floor lobby	two in west lobby, two in north lobby, and one in exit area by restrooms w/vandal resistant dome			
3rd floor lobby	one at top of stairs, one directed south, one in teen court lobby			
3rd floor courts	two in each of two courts			
2nd floor monitors	one in safe room, one in reception area, one in supervisor office, one in main office area			
3rd floor monitor	one in receptionist area			
Installation: Cameras, monitors & cabling to be performed after hours between 5pm and 1am weekdays and 8-5 on Saturdays.				
Limited Warranty: 36 months on all equipment and installation.				
Camera locations and coverages based upon drawings and site visits.				

Phone - 214-373-4477
 Dallas, TX
 TX License B-4950

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	1/26/04	Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Library Administration1	Initials	Date		
Department Head	Joyce Baumbach	Executive Director	<i>BA</i>	1-12-04	
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>MA</i>	1/13/04	
Agenda Coordinator (include phone #):		Mary Ann Dunnivant (Ext. 4208)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Approving the purchase of software and hardware maintenance for the Plano Public Library System for the Horizon system from Dynix, a sole source supplier of said services, in an amount not to exceed \$63,000.00; and authorizing the City Manager or his designee to execute all documents necessary to effectuate the purchase.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2003-2004	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	98,022	0	98,022
Encumbered/Expended Amount		0	0	0	0
This Item		0	-63,000	0	-63,000
BALANCE		0	35,022	0	35,022
FUND(S): GENERAL FUND					
COMMENTS: Funding for maintenance contracts is included in the approved FY 2003-04 Operating Budget. Remaining funds will be used for other maintenance contracts.					
STRATEGIC PLAN GOAL: The maintenance for the Plano Public Library System relates to the City's Goal of "Premier City for Families."					
SUMMARY OF ITEM					
Approval of this request in an amount not to exceed \$63,000.00 is made for the purchase of software and hardware maintenance for the Plano Public Library System for the Horizon system from Dynix, a sole source supplier of said services. Since there is no other source for said maintenance, approval is requested under Section 252.022 (a)(7) of the Texas Local Government Code.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
1. Original Invoice from Dynix dated November 12, 2003 2. Original sole source letter from Dynix dated December 22, 2003					



December 22, 2003

Mr. Michael Branch
Plano Public Library
2501 Coit Road
Plano, TX 75075-3892

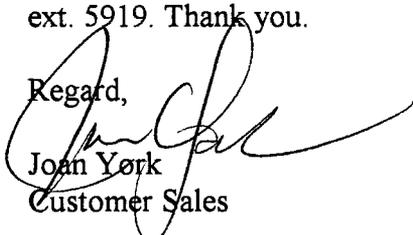
Dear Mr. Branch,

This letter is to confirm that the Dynix/Horizon software is proprietary is available only through DYNIX, formerly known as epixtech, Inc.

We are the sole source developer, manufacturer and distributor of this library automation software. Maintenance for the Dynix/Horizon Software can only be provided by DYNIX

If there are additional questions please feel free to call me at 1-800-288-8020 ext. 5919. Thank you.

Regards,


Joan York
Customer Sales

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Original INVOICE

Invoice: **M008390**
 Invoice Date: **November 12, 2003**
 Page: **1 of 1**

Please Remit To:
 Dynix, Inc.
 2914 Collections Center Drive
 Chicago, IL 60693

Send All Other Correspondence To:
 Dynix, Inc.
 attn: Bryce Jasperson
 400 W 5050 N
 Provo, UT 84604-5650

Customer No: 453
 Payment Terms: Net 30
 Due Date: December 12, 2003
 Order Number:
 PO #:

Customer:
 Plano Public Library
 Services, Technical
 2501 Coit Road
 Plano TX 75075-3892
 United States

For billing questions, please call:
 Bryce Jasperson (800) 288-8020 EXT 5348

RE: Maintenance Billing Period: 01 Oct 03 - 30 Sep 04

Line	Description	Quantity	UOM	Unit Amt	Net Amount
1	Software Maintenance Maintenance Billing Period: 01 Oct 03 - 30 Sep 04	1.00	EA	51,285.80	51,285.80
2	Server Maintenance Maintenance Billing Period: 01 Oct 03 - 30 Sep 04	1.00	EA	7,166.00	7,166.00
3	60/40 Maintenance Plan Maintenance Billing Period: 01 Oct 03 - 30 Sep 04	1.00	EA	3,588.24	3,588.24
4	Peripheral Maintenance Maintenance Billing Period: 01 Oct 03 - 30 Sep 04	1.00	EA	527.00	527.00
Subtotal:					62,567.04
AMOUNT DUE:					62,567.04 USD

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SUBMITTED INVOICE DETAIL

Plano Public Library

Invoice Exhibit Detail

Invoice #:
Customer ID Number: **453**
Date Audit Prepared: **11/12/2003**
Maintenance Billing Period: 01 Oct 03 - 30 Sep 04

Software Maintenance

Line	QTY	Description	Location	Serial #	Months	Unit Price	Total
1	4	SIP LIC DB SERVER +1 STATION			12	\$49.69	\$2,385.12
2	1	RPA LIC 026-050			12	64.17	770.04
3	405	SEAT LIC 201-500			12	3.52	17,107.20
4	1	SYBASE LIC SQL SRVR SITE			12	614.39	7,372.68
5	1	HORZN LIC CAT 201-500			12	222.74	2,672.88
6	1	HORZN LIC CIRC 201-500			12	222.74	2,672.88
7	1	HORZN LIC PAC 201-500			12	111.37	1,336.44
8	1	HORZN LIC INV 201-500			12	111.37	1,336.44
9	1	HORZN LIC ACQ CORE+2 201-500			12	155.92	1,871.04
10	1	HORZN LIC SER CORE+2 201-500			12	155.92	1,871.04
11	1	HORZN LIC RESERVE 201-500			12	111.37	1,336.44
12	1	SYNDETC HIP ENR CONT BDL PUB		Based on a circ of 2000000	12	516.66	6,199.92
13	1	HORZN LIC IPAC 201-500			12	300.00	3,600.00
14	1	TELEMSSG II MAINT SW A-LINE 04			4	188.42	753.68

Software Maintenance	SubTotal	\$51,285.80
	Discount 0%	(\$0.00)
	TOTAL	\$51,285.80

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SUBMITTED INVOICE DETAIL

Plano Public Library

Invoice Exhibit Detail

Invoice # :
Customer ID Number: **453**
Date Audit Prepared: **11/12/2003**
Maintenance Billing Period: 01 Oct 03 - 30 Sep 04

Server Maintenance

Line	QTY	Description	Location	Serial #	Months	Unit Price	Total
1	1	SUPPORT MAINT OS TIER 2	se Server OS Support		12	\$216.67	\$2,600.00
2	1	SUN SERVER 0450 PER QUOTE	itabase Server, Tier 2	947H349A	12	328.00	3,936.00
3	1	TALLY PRINTER T2045 PS		2990681	12	52.50	630.00

Server Maintenance	SubTotal	\$7,166.00
	Discount 0%	(\$0.00)
	TOTAL	\$7,166.00

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SUBMITTED INVOICE DETAIL

Plano Public Library

Invoice Exhibit Detail

Invoice #:
 Customer ID Number: **453**
 Date Audit Prepared: **11/12/2003**
 Maintenance Billing Period: 01 Oct 03 - 30 Sep 04

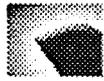
60/40 Maintenance Plan

Line	QTY	Description	Location	Serial #	Months	Unit Price	Total
1	1	PERCON DECODER MINI POWERWEDGE	CCCC	P3011902	12	\$4.25	\$51.00
2	1	PERCON DECODER MINI POWERWEDGE	CCCC	P3025495	12	4.25	51.00
3	1	PERCON DECODER MINI POWERWEDGE	CCCC	P3025498	12	4.25	51.00
4	1	PERCON DECODER MINI POWERWEDGE	CCCC	P3025485	12	4.25	51.00
5	1	KENTROX DSU/CSU DSERV T1 S/A	CCCC	00817878	12	23.25	279.00
6	1	KENTROX DSU/CSU DSERV T1 S/A	APL@WOH	00822568	12	23.25	279.00
7	1	Cisco 2501 Ethernet/Dual Serial	APL	250190402	12	22.91	274.92
8	1	PERCON DATA TOPGUN WITH 256K		P3025495	12	32.39	388.68
9	1	PERCON DATA TOPGUN WITH 256K	CCCC	P3025496	12	32.39	388.68
10	1	KENTROX DSU/CSU DSERV T1 S/A	APL	00824085	12	23.25	279.00
11	1	OMNIPRINT PRINTER OM200 I P		OM2000005287	12	4.55	54.60
12	1	PERCON LASER SNAPSHOT DECODED		S00A12B816B	12	11.50	138.00
13	1	PERCON DATA TOPGUN WITH 256K		P3011502	12	32.39	388.68
14	1	PERCON DATA TOPGUN WITH 256K		P3025485	12	32.39	388.68
15	1	COMPUTYPE ECONOMY LABEL SYS	y Community College	47402261	12	43.75	525.00

60/40 Maintenance Plan

SubTotal \$3,588.24
 Discount 0% (\$0.00)
 TOTAL \$3,588.24

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D Y N I X

SUBMITTED INVOICE DETAIL

Plano Public Library

Invoice Exhibit Detail

Invoice # :
 Customer ID Number: **453**
 Date Audit Prepared: **11/12/2003**
 Maintenance Billing Period: 01 Oct 03 - 30 Sep 04

Peripheral Maintenance

Line	QTY	Description	Location	Serial #	Months	Unit Price	Total
1	1	PERCON LASER SNAPSHOT DECODED		need serial #	12	\$11.50	\$138.00
2	1	METROL SCAN 6720 PC WEDGE		Need Serial #	11	6.00	66.00
3	1	TELEMSSG II MAINT HW A-LINE 04		Need Serial #	4	80.75	323.00

Peripheral Maintenance	SubTotal	\$527.00
	Discount 0%	(\$0.00)
	TOTAL	\$527.00

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE PURCHASE OF SOFTWARE AND HARDWARE MAINTENANCE FOR THE PLANO PUBLIC LIBRARY SYSTEM FOR THE HORIZON SYSTEM FROM DYNIX, A SOLE SOURCE SUPPLIER OF SAID SERVICES, IN AN AMOUNT NOT TO EXCEED \$63,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE APPROVED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas desires to enter into a purchase agreement of software and hardware maintenance for the Plano Public Library System for the Horizon System from Dynix, in an amount not to exceed \$63,000.00; and

WHEREAS, the Plano City Council is of the opinion that the services can be provided by Dynix, previously known as Ameritech (contract originator), a sole source provider, thereby making the purchase of said materials exempt from competitive bid under Section 252.022 (a)(7) of the Texas Local Government Code; and

WHEREAS, upon full review and consideration of the proposed purchase and all matters attendant and related thereto, the Plano City Council is of the opinion that the purchase should be approved, and that the City Manager or his designee should be authorized to take such action and execute such documents as necessary to effectuate the purchase.

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

Section I. The Plano City Council hereby finds and determines that Dynix is a sole source vendor for maintaining the server and software for the Horizon automated system to be purchased by the City. As provided in Section 252.022 (a)(7) of the Texas Local Government Code, the purchase of said materials is exempt from competitive bid.

Section II. The City Manager or his designee is hereby authorized to take such action and execute such documents as necessary to effectuate the purchase of the service agreement not to exceed the amount of \$63,000.00 from Dynix, which is the sole source supplier of such services.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2004.

Pat Evans, MAYOR

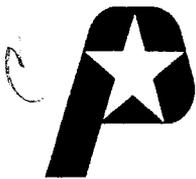
ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: January 26, 2004		Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Library Administration		Initials	Date	
Department Head	Joyce Baumbach	Executive Director	<i>[Signature]</i>	1-12-04	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	1/13/04	
Agenda Coordinator (include phone #): Mary Ann Dunnavant, Ext. 4208					

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

Authorizing the City of Plano to enter into a contract with Unique Management Services, Inc. for a sum not to exceed \$25,000.00 for the provision of library material collections for delinquent accounts payable to the City of Plano for the Plano Public Library System; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	25,000	0	25,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-25,000	0	-25,000
BALANCE	0	0	0	0

FUND(S): GENERAL FUND

COMMENTS: Funding for the collections of delinquent accounts payable will come from the revenue generated from the collections.

STRATEGIC PLAN GOAL: The maintenance for the Plano Public Library System relates to the City's Goal of "Premier City of Families."

SUMMARY OF ITEM

Approval of this contract with Unique Management in an amount not to exceed \$25,000 is requested for the provision of library material collections for delinquent accounts payable to the City of Plano.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
<ol style="list-style-type: none"> Signed Affidavit of No Prohibited Interest dated December 16, 2003 Sole Source letter from Dynix regarding Unique Management dated October 15, 2003 	

B-1

Wednesday, October 15, 2003

Ms. Joyce Baumbach
Director
Plano Public Library System
2501 Coit Rd
Plano, TX 75075

Dear Joyce:

Currently, Unique Management is the sole source provider for collection management services provided to customers of the Dynix and Horizon product entitled Debt Collect. Dynix (formerly epixtech and Ameritech Library Services) has worked closely with Unique Management to determine a standard electronic format to output patron information for use in collection management.

Please feel free to contact me at kwhite@dynix.com or (801) 223-5422 if you have any questions or need additional information

Sincerely,

Kevin White
Sr. Director of Business Development
Dynix

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Affidavit of No Prohibited Interest

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter section 11.02 and the City's Code of Conduct.

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.

UNIQUE MANAGEMENT SERVICES, INC.

By: Nicole Y. Barnett
(Signature)
Nicole Y. Barnett
(Print Name)
Chief Operating Officer
(Title)
Date: December 16, 2003

STATE OF INDIANA § Indiana
 §
COUNTY OF CLARK § Clark

BEFORE ME, the undersigned authority, on this day personally appeared Nicole Barnett, Chief Operating Officer of **UNIQUE MANGEMENT SERVICES**, a Kentucky corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of **UNIQUE MANAGEMENT SERVICES** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 16 day of Dec, 2003.



Karen L. Sainhour
Notary Public in and for the State of Indiana
Commission Exp. 11-2008

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITY OF PLANO TO ENTER INTO A CONTRACT WITH UNIQUE MANAGEMENT SERVICES, INC. FOR A SUM NOT TO EXCEED \$25,000.00, FOR THE PROVISION OF LIBRARY MATERIAL COLLECTIONS FOR DELINQUENT ACCOUNTS PAYABLE TO THE CITY OF PLANO FOR THE PLANO PUBLIC LIBRARY SYSTEM; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE PURCHASE APPROVED HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano desires to contract for library material collections services for delinquent accounts payable to the City for the Plano Public Library System (See Exhibit "A"); and

WHEREAS, the City Council is of the opinion that the library material collections services are available only from one source, Unique Management Services, Inc., the only collections company with software developed by Dynix to interface with the Library's automated system; and

WHEREAS, Unique Management Services, Inc. has provided a signed "Affidavit of No Prohibited Interest (see Exhibit "B") in compliance with the City of Plano Code of Ordinances Ch.2, art. IV, section 2-103, and; Section 11.02, City Charter of Plano; and

WHEREAS, the City Council of the City of Plano is desirous of authorizing the City Manager or his designee to act on behalf of the City in contracting with Unique Management Services, Inc. for library material collections;

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

Section I. The City Manager of the City of Plano or his designee is hereby authorized to contract with Unique Management Services, Inc. for the provision of library material collections for delinquent accounts payable to the City.

Section II. The City Manager or his designee is hereby authorized to take such action and/or execute such documents as necessary to effectuate the contract for library material collections for a sum not to exceed \$25,000.00 for a period of

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twelve (12) months with Unique Management Services, Inc., the sole source provider of such services.

Section III. This Resolution shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED this the _____ day of _____, 2004.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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**CONTRACT BY AND BETWEEN
- CITY OF PLANO AND
UNIQUE MANAGEMENT SERVICES, INC.
FOR LIBRARY MATERIAL COLLECTIONS**

THIS CONTRACT is made and entered by and between **UNIQUE MANAGEMENT SERVICES, INC.** hereinafter referred to as "Agency", and the **CITY OF PLANO, TEXAS**, hereinafter referred to as "City", to be effective upon execution by both parties for library material collections.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

I.

WORK

1.01 Agency shall provide all supervision, labor, materials and equipment necessary to provide library material collections for delinquent accounts payable to City. A description of services to be provided by Agency is attached and incorporated herein as Exhibit "A".

II.

TERM OF CONTRACT

The term of this contract shall be a period of twelve (12) months commencing upon the effective date hereof. This contract term shall automatically renew for a maximum of four contractual periods of twelve months each. Any renewal of this contract shall be subject to the availability of funding. The City Manager or his designee is authorized to execute renewals of this contract. The parties further agree that City may cancel and terminate this Contract, without cause, upon sixty (60) days written notice to Agency. Upon notice of termination, Agency shall immediately cease any and

all collection efforts on all referred accounts in its possession and Agency shall return all accounts within five (5) business days. City shall pay Agency all amounts due under the terms of this Contract through the date such accounts are returned to City.

III.

COMPENSATION

4.01 Payments hereunder shall be made to Agency within thirty (30) days of receiving Agency's invoice for services performed. Compensation shall be in an amount not to exceed the sum of **TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000)**. No interest or late payment charge shall ever be due.

4.02 Collection Service. City hereby assigns accounts to Agency for the sole purpose of allowing Agency to provide collection services for such delinquent accounts. City may withdraw accounts at any time. Agency shall bill City one time per month for the previous month's total submissions at a rate of \$8.95 for each submission. The City will utilize the collection agency module. All accounts will be assigned to Initial Placement collection activity. All non-responding accounts under Initial Placement will be automatically assigned to Agency for Secondary Placement. City gives Agency permission to report all unpaid accounts to national credit reporting agencies.

Agency guarantees not to charge in collection fees more than the amount of money recovered plus amounts waived. City understands that Agency will make adjustments to invoices for the difference between collection fees and the total money received plus amounts waived on accounts submitted to keep the service budget neutral.

IV.

LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the Agency arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Agency at its own cost and expense.

V.

COMPLIANCE WITH LAWS AND ORDINANCES

The Agency shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, including all amendments and revisions thereto, which in any manner affect the Agency or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Agency or its employees. If the Agency observes that the work is at variance therewith, Agency shall promptly notify the City in writing. If the Agency performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, Agency shall bear all costs arising therefrom.

VI.

VENUE

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

VII.

ASSIGNMENT AND SUBLETTING

The Agency agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract will not be assigned or sublet without the prior written consent of the City, and that no part or feature of the work will be sublet to anyone objectionable to the city. The Agency further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve the agency from its full obligations to the city as provided by this Contract.

Nothing herein shall be construed as creating any type of partnership or joint venture between Agency and City.

Performance of Work. Agency, its associates and employees shall perform all the work called for in this Contract. Agency covenants and agrees that all of its associates and employees who work on this project shall be fully qualified to undertake same and competent to do the work described in this Contract.

VIII.

INDEPENDENT CONTRACTOR

A. Independent Contractor. The Agency is and shall be an Independent Agency and shall not, with respect to its acts or omissions, be deemed an agent or employee of the City.

B. Indemnification. Agency will Indemnify and hold harmless City of Plano, its officers, employees, and representatives from and against all liability for any and all claims, suits, demands or actions arising from or based upon any acts on the part of Agency, its agents, representatives, or employees, which may arise out of or result from Agency's operations under this contract.

C. Agency's Liability. Acceptance by City of any of Agency's reports shall not constitute or be deemed a release of the responsibility and liability of Agency, its employees, agents or associates for the accuracy and competency of their reports, information and other documents or services; nor shall acceptance or approval be deemed to be the assumption of such responsibility by City for any defect, error or omission in the documents prepared by Agency, its employees, agents or associates or of the practices utilized by Agency, its employees, agents or associates. Agency agrees to indemnify City as further provided herein.

IX.

INDEMNITY BOND

Agency shall during the entire term of this Contract and any extensions thereof, keep and maintain a current Indemnity Bond as required by law for third party debt collectors. Agency shall provide City with a current copy of its Indemnity Bond upon signing of this Contract and shall throughout the entire term of this Agreement maintain a current Indemnity Bond in compliance with state statutes, including all amendments and revisions thereto.

X.

HINDRANCES AND DELAYS

No claims shall be made by the Agency for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

XI.

AFFIDAVIT OF NO PROHIBITED INTEREST

Agency acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a

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prohibited interest at any time will render the contract voidable. Agency has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "B."

XII.

INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance as set forth in Exhibit "C" attached hereto and incorporated herein.

XIII.

SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract 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 Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

XIV.

AUDIT

Agency agrees that City has the right to examine any pertinent books, documents, papers and records of Agency involving transactions relating to this Contract. Agency agrees that City shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Agency reasonable advance notice of intended audits.



XV.

DEFENSES

Nothing in this contract shall be interpreted as a waiver of any defense or immunity available to the City under Texas or federal law. The provisions of this contract are solely for the benefit of the parties to this contract and are not intended to grant any rights, contractual or otherwise, to any other person or entity.

XVI.

ENTIRE AGREEMENT

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

XVII.

CONTRACT INTERPRETATION

Although this Contract is drafted by the City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

XVIII.

THIS CONTRACT SHALL BE BINDING UPON THE PARTIES HERETO, their successors, heirs, personal representatives and assigns.

IN WITNESS WHEREOF, the parties have executed this Contract on the dates indicated below:

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AGENCY:

UNIQUE MANAGEMENT SERVICES, INC.

Date: _____

BY: _____

Name: _____

Title: _____

CITY OF PLANO, TEXAS

Date: _____

BY: _____

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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ACKNOWLEDGEMENTS

STATE OF INDIANA §
 §
COUNTY OF CLARK §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, of **UNIQUE MANGEMENT SERVICES, INC**, a Kentucky corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of **UNIQUE MANAGEMENT SERVICES, INC.** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2004.

Notary Public in and for the State of Indiana

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority on this day personally appeared **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of the **CITY OF PLANO, TEXAS**, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2004.

Notary Public in and for the State of Texas

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UNIQUE MANAGEMENT SERVICES, INC.

119 E. Maple St., Jeffersonville, IN 47130

(812) 285-0886 Fax (812) 285-0895

www.unique-mgmt.com

THE UNIQUE PROCESS

The following summarizes the process utilized by Unique Management Services (UMS) to recover overdue materials:

INITIAL PLACEMENT

1. The first letter is sent out immediately when a patron account is turned over.
2. UMS waits three weeks to allow the patron plenty of time to respond. If after three weeks the patron still has not responded, the second letter is sent.
3. If the patron responds after either the first or second letter and there is still a remaining balance, UMS will automatically send the remaining balance letter to encourage the patron to contact the library and pay their fines and/or return additional materials to clear their account.
4. If a patron has a remaining overdue balance 14 days after the last letter was sent, UMS would begin making phone calls to encourage the patron to clear their account.
5. Phone calls are made in the evenings, Monday through Friday from 6:00 to 9:00 p.m. and on Saturday from 9:00 a.m. to 3:00 p.m. your time. UMS will make at least two phone attempts. If a patron is not home in the evening, callers will usually set the next call for Saturday so calls are made at different times. All UMS calls are made by live people who are well trained to make professional calls. UMS has found that phone calls improve results from 15 to 30 percent, so they are very important. See telephone script for call procedure.

SECONDARY PLACEMENT

UMS offers secondary placement services to help recover materials from patrons who do not clear their account as a result of library recovery and/or initial placement efforts or have moved and the library does not have a correct address.

1. In secondary placement, UMS will do extensive skip tracing to find patrons who have moved. Corrected addresses are provided to the library each month. UMS utilizes five primary databases to do skip tracing. Fees are generally incurred for each skip trace and considerable time is required by UMS staff to do it properly.

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Exhibit "A" to Unique Management Services, Inc. Contract**Page 2 of 2**

2. Once a correct address is obtained, a final notice letter is sent which states that the patron will be credit reported if they do not clear their account with the library. Fortunately, most people still care about their credit, and many respond.
3. If the final notice letter is returned with a new forwarding address, the final notice letter is resent to the corrected address.
4. If a patron has not cleared their account within 14 days after the final notice letter is sent, the patron is called. This is a courtesy call to explain to the patron that they are scheduled to be credit reported and to please not let this happen. Most patrons thank UMS callers for calling.
5. If the patron responds partially by returning materials and/or making a payment but still has a remaining balance, the remaining balance letter is sent out immediately. This helps patrons understand that they still have an overdue balance and need to contact the library.
6. Several telephone calls will be made depending on the patron balance, what has been said earlier by the patron and response to date.
7. UMS waits approximately 30 days after the last contact before the patron is actually credit reported to give them plenty of time to respond. UMS credit reports to the largest credit reporting agencies in the North America, TransUnion, CBI/Equifax and TRW/Experian. This way, no matter where the patron moves, this debt will show on their credit report until resolved.

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Affidavit of No Prohibited Interest

I, the undersigned declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter section 11.02 and the City's Code of Conduct.

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.

UNIQUE MANAGEMENT SERVICES, INC.

By: Nicole Y. Barnett
(Signature)

NICOLE Y. Barnett
(Print Name)

Chief Operating Officer
(Title)

Date: December 16, 2003

STATE OF INDIANA § Indiana

COUNTY OF CLARK § Clark

BEFORE ME, the undersigned authority, on this day personally appeared Nicole Barnett, Chief Operating Officer of **UNIQUE MANGEMENT SERVICES**, a Kentucky corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of **UNIQUE MANAGEMENT SERVICES** for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the 16 day of Dec, 2003.



Karen L. Spahr
Notary Public in and for the State of Indiana
Commission Exp. 11-2008

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	1/26/04		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	ACCOUNTING		Initials	Date
Department Head	John McGrane		Executive Director	
Dept Signature:	<i>John McGrane</i>		City Manager	<i>[Signature]</i> 1/21/04
Agenda Coordinator (include phone #):	Allison Friloux X5225			

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

A Resolution of the City Council of the City of Plano, Texas, accepting the findings and opinions of the Annual Audit; authorizing the City Manager, or in his absence the Director of Finance, to publish the results thereof; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2003-04	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: This item has no fiscal impact.

SUMMARY OF ITEM

It is recommended that the City Council formally accept the annual financial report and that authorization be given for publication of a summary of the 2002-03 financial audit in the City's official newspaper as required by Section 3.14 of the City Charter.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Comprehensive Annual Financial Report	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ACCEPTING THE FINDINGS AND OPINIONS OF THE ANNUAL AUDIT; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE THE DIRECTOR OF FINANCE, TO PUBLISH THE RESULTS THEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 3.14 of the City Charter requires that "At the close of each fiscal year a complete audit shall be made by a duly licensed Public Accountant . . ."; and

WHEREAS, the City Council has been presented the Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2002-03, a copy of which has been filed with the City Secretary, available for public inspection, and incorporated herein by reference (hereinafter called "CAFR"); and

WHEREAS, upon full review and consideration of the CAFR, and the included opinion of the City's duly appointed auditors, KPMG, LLP, the City Council is of the opinion that the requirements of the Charter have been satisfied.

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

Section I. The findings and opinions of the CAFR have been reviewed by the City Council of the City of Plano, and are hereby in all things accepted.

Section II. The City Manager, or in his absence, the Director of Finance, is hereby instructed to publish the results of the CAFR and all other documents in connection therewith on behalf of the City of Plano, as provided in Section 3.14 of the City Charter.

Handwritten signature or initials, possibly "A-2", located at the bottom left of the page.

Resolution No. _____

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

DULY PASSED AND APPROVED this the 26th day of January, 2004.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	1/26/04	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police	Initials	Date	
Department Head	Gregory W. Rushin	Executive Director		
Dept Signature:	<i>Gregory W. Rushin</i>	City Manager	<i>[Signature]</i>	1/22/04
Agenda Coordinator (include phone #): Pam Haines - 2526				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, SUPPORTING THE CREATION OF THE COLLIN COUNTY FAMILY JUSTICE CENTER; AUTHORIZING THE CHIEF OF POLICE OF THE PLANO POLICE DEPARTMENT OR HIS DESIGNEE TO PROVIDE SUPPORT OF THE PROJECT; 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:	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				
This Resolution supports the Collin County Council of Family Violence concept of a Collin County Family Justice Center and authorizes the Chief of Police of the Plano Police Department to provide support for the project.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, SUPPORTING THE CREATION OF THE COLLIN COUNTY FAMILY JUSTICE CENTER; AUTHORIZING THE CHIEF OF POLICE OF THE PLANO POLICE DEPARTMENT OR HIS DESIGNEE TO PROVIDE SUPPORT OF THE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Collin County Council of Family Violence plans to establish a program to develop and eventually implement a family justice center designed to promote arrests and criminalization of acts of family violence, provide services to adult victims of family violence, and to improve the community's response to adult victims of family violence (the "Project"); and

WHEREAS, the City of Plano Police Department currently participates in the Collin County Children's Advocacy Center, which a similar program designed to provide services for children who are victims of family violence and abuse; and

WHEREAS, the City Council is of the opinion that the proposed plan to develop a similar program for adult victims of family violence is in the best interest of the City of Plano and its citizens and should be supported; and

WHEREAS, the City Council believes that the Chief of Police of the Plano Police Department or his designee should provide support for the Project.

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

Section I. The City Council hereby supports the development and eventual implementation of the Project described above.

Section II. The Chief of Police or his designee is hereby authorized to execute any necessary Memorandums of Understanding with the Collin County Council on Family Violence and any governmental entities involved in the Project.

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Section III. This Resolution does not authorize the expenditure of City funds or resources with regard to the Project at this time.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2004.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: <u>1/26/04</u>		Reviewed by Legal <i>Out</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Pub. Serv. & Operations Business Center		Initials	Date
Department Head	Rod Hogan		Executive Director	<i>[Signature]</i> <u>1-22-04</u>
Dept Signature:			City Manager	<i>[Signature]</i> <u>1/22/04</u>
Agenda Coordinator (include phone #): Lynne Kemper- 7109				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RENAMING THE SESQUICENTENNIAL PLAZA LOCATED IN DOWNTOWN PLANO TO THE DAVID MCCALL, JR./SESQUICENTENNIAL PLAZA, 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:	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				
This Resolution renames the Sesquicentennial Plaza located in downtown Plano to the David McCall, Jr./Sesquicentennial Plaza in recognition of the contributions made by David McCall, Jr. to the growth and development of the City of Plano.				
List of Supporting Documents: n/a		Other Departments, Boards, Commissions or Agencies n/a		

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RENAMING THE SESQUICENTENNIAL PLAZA LOCATED IN DOWNTOWN PLANO TO THE DAVID MCCALL, JR./SESQUICENTENNIAL PLAZA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, David McCall, Jr. has contributed in many ways to the growth and development of the City of Plano; and

WHEREAS, the City Council would like to recognize the contributions of David McCall, Jr. to the City of Plano; and

WHEREAS, the City Council desires to rename the Sesquicentennial Plaza located in downtown Plano to the David McCall, Jr./Sesquicentennial Plaza in recognition of the contributions of David McCall, Jr. to the City of Plano.

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 hereby approves of the renaming and dedication of the Sesquicentennial Plaza in downtown Plano to the David McCall, Jr./Sesquicentennial Plaza in recognition of the contributions of David McCall, Jr. to the City of Plano.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2004.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		January 26, 2004	Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Works/Michael Rapplear <i>MS</i>			Initials	Date
Department Head	Jimmy Foster			<i>MS</i>	1.9.04
Dept Signature:	<i>J.F. Foster</i>			City Manager	<i>MS</i> 1/12/04
Agenda Coordinator (include phone #): Margie Stephens (4104)					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 21-133(A)(1) WATER AND SEWER TAP ESTIMATES GENERALLY OF ARTICLE IV, SERVICE CHARGES GENERALLY OF CHAPTER 21, UTILITIES, OF THE PLANO CODE OF ORDINANCES; TO INCREASE THE CURRENT FEE FOR WATER AND SEWER TAP ESTIMATES FROM \$25.00 TO \$40.00; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND 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: 03-04	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	5,975	0	5,975	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	2,385	0	2,385	
BALANCE	0	8,360	0	8,360	
FUND(S): WATER & SEWER					
COMMENTS: Approval of this item will increase Water and Sewer Tap Estimate revenues by a projected \$2,385 per year.					
STRATEGIC PLAN GOAL: Increasing the fees charged for Water and Sewer Tap Estimates relates to the City's Goal of "Service Excellence."					
SUMMARY OF ITEM					
Public Works is recommending increasing the current fee for water and sewer tap estimates from \$25 to \$40 to recover the costs associated with preparing estimates. Each estimate requires a field investigation that on an average takes 1 to 1 1/2 hours to complete. The Department in fiscal year 02-03 provided 159 estimates. The five-year average is 186 estimates per year.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SECTION 21-133(A)(1) WATER AND SEWER TAP ESTIMATES GENERALLY OF ARTICLE IV, SERVICE CHARGES GENERALLY OF CHAPTER 21, UTILITIES, OF THE PLANO CODE OF ORDINANCES; TO INCREASE THE CURRENT FEE FOR WATER AND SEWER TAP ESTIMATES FROM \$25.00 TO \$40.00; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the Public Works Department of the City of Plano seeks to recover the increased costs associated with providing estimates for water and sewer tap installations by raising the fee from \$25.00 to \$40.00; and

WHEREAS, the City Council of the City of Plano recognizes the importance of providing the fiscal resources needed to effectively and efficiently administer programs and services of the City of Plano which contribute to the health, safety and general welfare of the citizens of Plano; and

WHEREAS, the City Council, upon review and consideration of these matters has determined that it is in the best interest of the City of Plano, Texas, to revise the fee for water and sewer tap installation estimates, and that the revised fee of \$40.00 should be approved and adopted.

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

Section I. Section 21-133(a)(1) Water and Sewer Tap Estimates Generally, of Article IV Service Charges Generally, of Chapter 21, *Utilities*, of the Plano Code of Ordinances, is hereby repealed and replaced verbatim with the following language:

- "(a) Water and sewer tap estimates generally.
- (1) Fees for installation of water and sewer taps, service lines, and laterals shall be based on the estimated costs of making such installation, as determined by the utility operations superintendent. Upon request of such installation, the utility operations superintendent shall issue or cause to be issued an estimate for making the installation, including all labor, materials and equipment necessary to complete the construction. Prior to an estimate being issued, a fee of forty dollars (\$40.00), along with an approved set of plans, must be submitted to the city by any person in whose name the permit is to be issued. Upon payment of the estimated amount, the superintendent will schedule the construction. There will be no refunds or additional charges after installation, provided the actual cost is within five (5) percent of the estimate."

Section II. All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, 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 thereof, shall be considered severable and the invalidity of any section, clause or provision or part or portion of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section IV. This Ordinance, and the fee established herein, shall become effective immediately upon its passage.

DULY PASSED AND APPROVED, this the ____ day of _____, 2004.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

J-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	1/26/04	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration / Mike Rapplean	Initials	Date		
Department Head	Jimmy Foster	Executive Director	<i>[Signature]</i>	1-14-04	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	1/14/04	
Agenda Coordinator (include phone #): Margie Stephens (X4104)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
To McMahon Contracting, L.P., increasing the contract by \$ 240,902.90 for the Residential Slab Replacement, 2002-03, Zone N3 & P3, Change Order No. 1, (Bid No. B040-03).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2003-04	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		2,113,329	4,856,671	4,000,000	10,970,000
Encumbered/Expended Amount		-2,113,329	-2,873,535	0	-4,986,864
This Item		0	-240,903	0	-240,903
BALANCE		0	1,742,233	4,000,000	5,742,233
FUND(S): CAPITAL RESERVE CIP					
COMMENTS: Funds are available in the 2003-04 Capital Reserve CIP. This item, in the amount of \$240,903 will leave a current year balance of \$1,742,233 for the Residential Street and Alley Replacement project.					
STRATEGIC PLAN GOAL: This item relates to the City's Goal of Safe and Efficient Travel.					
SUMMARY OF ITEM					
This change order is for additional street and alley pavement repairs in the project area. As construction progressed, additional sections of street pavement that were not included in the original scope of the contract failed and are in need of replacement.					
Staff recommends approval of Change Order No. 1. The total Contract will be \$1,435,963.98, which is a 20.16% increase of the original contract amount of \$1,195,061.08.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Change Order No. 1					

**CHANGE ORDER NO. 1
RESIDENTIAL SLAB REPLACEMENT PROJECT 2002-2003
ZONE N3 AND P3
PROJECT NO. 5348
PURCHASE ORDER NO. 102494
CIP NO. 35-51118**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS** and **MCMAHON CONTRACTING, L.P.** for the **RESIDENTIAL SLAB REPLACEMENT PROJECT, 2002-2003, Zone N3 & P3**, dated **MARCH 24, 2003**.

B. DESCRIPTION OF CHANGE

The change order is for the repair of additional street paving in the project area. As work has progressed on the project, additional street pavement deteriorated to the point where repair is required while we are working in the area. Original repair locations have grown in size due to continued pavement deterioration from weather and traffic.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

ITEM NO.	ITEM DESCRIPTION	ORIGINAL QUANTITY	FINAL QUANTITY	UNIT	UNIT PRICE	AMOUNT OF CHANGE
100	FULL DEPTH SAW CUT	22,231	35,000.00	LF	\$1.75	\$22,345.75
101	LONGITUDINAL BUTT JOINT	22,231	35,000.00	LF	\$3.30	\$42,137.70
102	R & D STREET PAVING	15,885	23,000.00	SY	\$6.65	\$47,314.75
103	R & D ALLEY PAVING	6,733	6,878.00	SY	\$5.00	\$725.00
104	FLEX BASE	650	900.00	TON	\$15.00	\$3,750.00
105	8" 4200 PSI STREET PAVING	15,885	23,000.00	SY	\$31.15	\$221,632.25
106	7" 4200 PSI ALLEY PAVING	6,733	6,878.00	SY	\$31.91	\$4,626.95
107	6" MONOLITHIC CURB	9,724	10,000.00	LF	\$1.50	\$414.00
108	BLOCK SOD GRASS	15,000	2,000.00	SY	\$4.00	-\$52,000.00
109	CONSTR BARRICADING	1	1.20	LS	\$25,000.00	\$5,000.00
110	UNDER CUT HEADER	2,000	1,190.00	LF	\$5.00	-\$4,050.00
111	EROSION CONTROL	1	1.20	LS	\$1,000.00	\$200.00
112	TOP SOIL BACK FILL	5,000	2,000.00	CY	\$14.00	-\$42,000.00
113	TYPE II 4" WHITE BUTTON	100	50	EACH	\$6.00	-\$300.00
114	TYPE II 4" YELLOW BUTTON	200	100	EACH	\$6.50	-\$650.00
115	VEHICLE DETECTOR LOOP	4	0	EACH	\$1,000.00	-\$4,000.00
116	4"X4" BLUE BUTTON	5	2	EACH	\$5.00	-\$15.00
117	8" ROUND BUTTON	10	0	EACH	\$25.00	-\$250.00
118	BARRIER FREE RAMP TYPE A	5	6	EACH	\$800.00	\$800.00
119	BARRIER FREE RAMP TYPE D	10	9	EACH	\$650.00	-\$650.00
120	R & R SIDEWALK	5,000	4,724	SF	\$5.00	-\$1,378.50
121	BARRIER FREE RAMP ALLEY	5	0	EACH	\$550.00	-\$2,750.00
	TOTAL:					\$240,902.90

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Original Contract Amount	\$ 1,195,061.08
Contract Amount (Including Previous Change Orders)	\$ 1,195,061.08
Amount, Change Order No. 1	\$ 240,902.90
Revised Contract Amount	\$ 1,435,963.98
Total Percent Increase Including Previous Change Orders	20.16%

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 50 day(s) to this project:

Original Contract Time	120 working days
Amount (Including Previous Change Orders)	120 working days
Amount, Change Order No. 1	50 working days
Revised Contract Time	170 working days
Total Percent Increase Including Previous Change Orders	41.67%

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and McMahon Contracting, L.P., do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated March 24, 2003

CITY OF PLANO

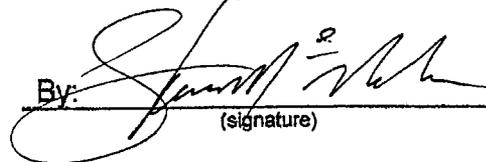
**MCMAHON CONTRACTING, L.P.,
A Texas Limited Partnership**

BY: JSM MANAGEMENT COMPANY
LLC, GENERAL PARTNER, A TEXAS
LIMITED PARTNERSHIP

OWNER

CONTRACTOR

By: _____
(signature)

By: 
(signature)

Print
Name: THOMAS H MUEHLENBECK

Print
Name: SHAWN MCMAHON

Print
Title: CITY MANAGER

Print
Title: MANAGING PARTNER,

Date: _____

Date: JANUARY 9, 2004

APPROVED AS TO FORM:

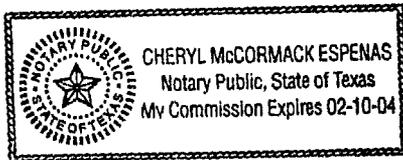
By: _____
Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of January, 2004, by **SHAWN MCMAHON, MANAGING PARTNER**, of **JSM MANAGEMENT COMPANY, LLC, GENERAL PARTNER OF MCMAHON CONTRACTING, L.P., a TEXAS LIMITED PARTNERSHIP**, on behalf of said partnership.



Cheryl McCormack Espenas
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2003, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	01/26/04	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering Department	Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	1/16/04
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	1/20/04
Agenda Coordinator (include phone #):	Irene Pegues (7198) <i>[Signature]</i>	(Project No.5145)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To Site Concrete, Inc., increasing the contract by \$46,950.00 for Alley Reconstruction No. 2, Change Order No. 1 (Bid No. B080-03).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2003-04	Prior Year (CIP Only)	Current Year	Future Years
Budget		84,146	155,854	0
Encumbered/Expended Amount		-84,146	-79,364	0
This Item		0	-46,950	0
BALANCE		0	29,540	0
FUND(S): SEWER CIP				
COMMENTS: Funds are available in the 2003-04 Sewer Capital Improvement Program. This item, in the amount of \$46,950 will leave a current year balance of \$29,540 for Alley Reconstruction No. 2 Project. STRATEGIC PLAN GOAL: This item relates to the City's Goal of Safe, Livable Neighborhoods.				
SUMMARY OF ITEM				
This change order is for an additional 1,260 LF of 8 inch sanitary sewer main needed to complete the line replacement, due to an error in the 8 inch sanitary sewer quantity by the design consultant. Staff recommends approval of Change Order No. 1. The contract total will be \$545,741.50, which includes change orders of 9.41% of the original contract amount of \$498,791.50.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order No. 1		N/A		
Location Map				

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D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 3 days to this project:

Original Contract Time	<u>120 working days</u>
Amount (Including Previous Change Orders)	<u>120 working days</u>
Amount, Change Order No. 1	<u>3 working days</u>
Revised Contract Time	<u>123 working days</u>
Total Percent Increase Including Previous Change Orders	<u>2.50%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and Site Concrete, Inc., do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated August 25, 2003.

CITY OF PLANO
OWNER

SITE CONCRETE, INC.
CONTRACTOR

By: _____
(signature)

By: _____
(signature)

Print
Name: Thomas H. Muehlenbeck

Print
Name: _____

Print
Title: City Manager

Print
Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2004, by _____, _____ of _____, a **Texas** corporation, on behalf of said corporation.

Notary Public, State of Texas

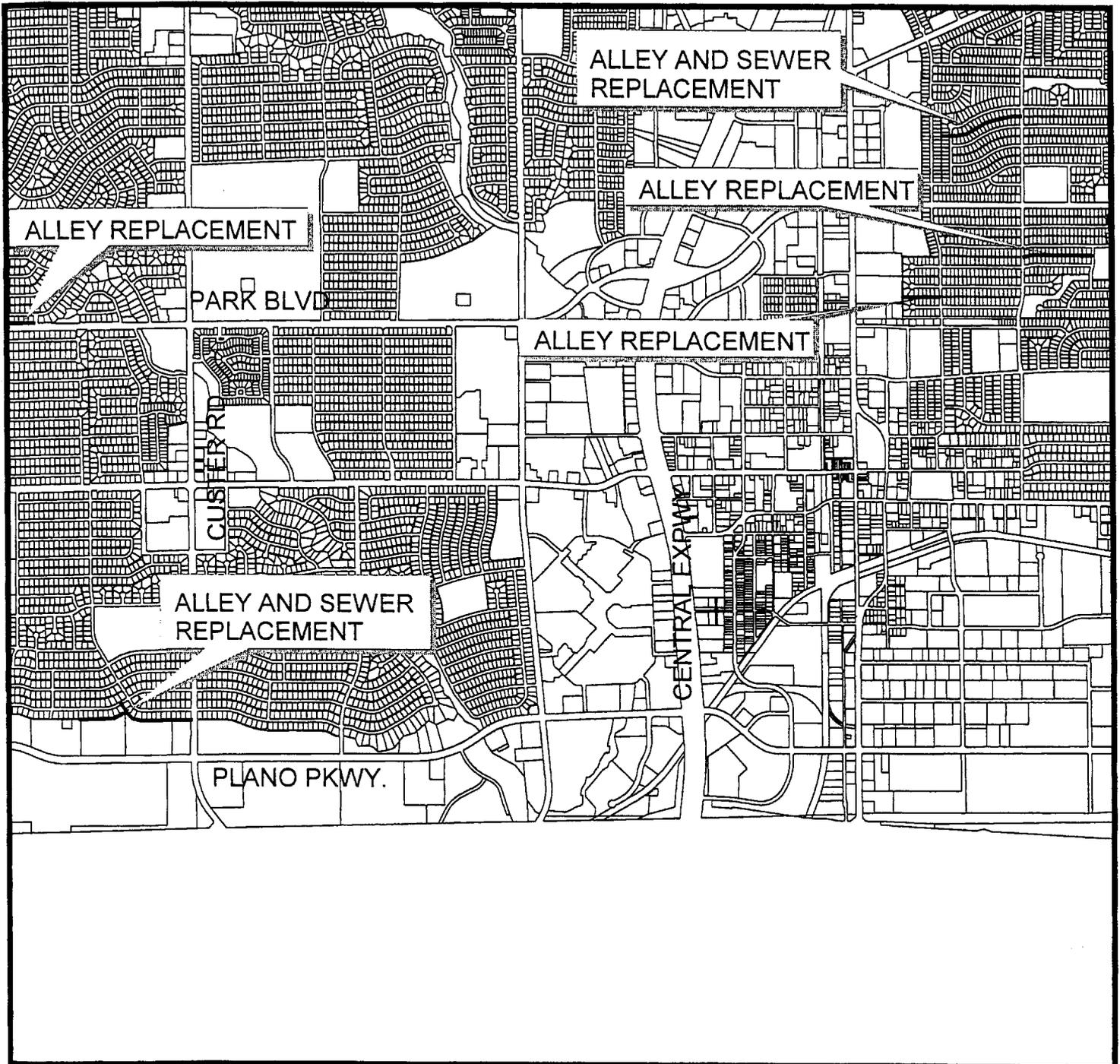
STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2004, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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ALLEY RECONSTRUCTION NO. 2



City of Plano
Engineering Department

3000 0 3000 6000 Feet



l-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		1/26/04	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		City Manager	<i>[Signature]</i>	Date
Department Head	Alan L. Upchurch		Executive Director	<i>[Signature]</i>	1-27-04
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	1/21/04
Agenda Coordinator (include phone #):			Pegues (7198)	(Project No. 5385)	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

Approval and authorization for the selection of MK Engineers to provide Professional Engineering Services for an amount not to exceed \$94,950 in connection with the design of Intersection Improvements - 2004 and authorizing the City Manager or his designee to execute all necessary documents to effectuate this contract.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input checked="" type="checkbox"/> CIP	
FISCAL YEAR: 2003-04	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	47,250	1,052,750	500,000	1,600,000
Encumbered/Expended Amount	-47,250	-404,262	0	-451,512
This Item	0	-94,950	0	-94,950
BALANCE	0	553,538	500,000	1,053,538

FUND(S): **STREET IMPROVEMENT CIP**

COMMENTS: Funds are included in the 2003-04 Street Improvement CIP. This item, in the amount of \$94,950 will leave a current year balance of \$553,538 for Intersection Improvements.

STRATEGIC PLAN GOAL: This item relates to the City's Goal of Safe and Efficient Travel.

SUMMARY OF ITEM

This agreement with MK Engineers is for preparation of plans and specifications for improvements to street intersections at six (6) locations in the City of Plano as follows:

1. Ohio Drive at Park Boulevard
2. Lookout Trail at Spring Creek Parkway
3. Commerce Drive at Plano Parkway
4. Chisholm Place at Park Boulevard
5. Parkhaven Drive at Independence Parkway
6. Coit Road at Legacy Drive

The contract fee is for \$94,950 and is detailed as follows:

- \$ 9,650 Preliminary Plans
- 54,700 Final Plans
- 2,850 Bid Phase Services
- 4,750 Construction Phase Services
- 8,500 Special Services – Right of Way Documents/Monumentation
- 14,500 Special Services – Signal Design

\$94,950 Total

M-1



CITY OF PLANO COUNCIL AGENDA ITEM

Funding is available from the Street Improvement Capital Improvement Program. Staff feels the fee is reasonable for this project estimated to cost \$765,000.

List of Supporting Documents:
Engineering Services Agreement
Location Map

Other Departments, Boards, Commissions or Agencies
N/A

--	--

Handwritten signature/initials: M-2

INTERSECTION IMPROVEMENTS - 2004

PROJECT NO. 5385

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INTERSECTION IMPROVEMENTS - 2004** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

Engineer shall release, defend, indemnify and hold City and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Engineer is legally responsible (hereinafter "Claims"). Engineer is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify 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 to be construed as a waiver of Engineer's obligation to defend City or as a waiver of Engineer's obligation to indemnify City pursuant to this Agreement. Engineer shall retain 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 Engineer fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City.

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

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XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

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

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

MK Engineers
Murad Khan
2722 W. Kingsley Road #104
Garland TX 75041

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.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

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.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

MK ENGINEERS
A Sole Proprietorship

DATE: _____

BY: _____
MURAD KHAN, OWNER

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, _____, by **MURAD KHAN, OWNER, d/b/a MK ENGINEERS**, a sole proprietorship, individually and on behalf of said company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, _____, by **THOMAS H. MUEHLENBECK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES
INTERSECTION IMPROVEMENTS - 2004
PROJECT NUMBER 5385
CIP NUMBER 33-31392**

PROJECT DESCRIPTION:

This project includes preliminary and final design and construction related professional engineering services for intersection improvements at six (6) locations in the City of Plano. The project shall be designed so that it will be bid in two (2) separate contracts as follows (paving will be with 10" reinforced concrete on compacted untreated subgrade):

Contract I

1. Ohio Drive at Park Blvd. - Lengthen the westbound left turn lane storage length on Park to 300' if possible. Lengthen the eastbound left turn lane on Park if it can be done to provide for more than two (2) additional cars; otherwise, do not lengthen the eastbound left turn lane.
2. Lookout Trail at Spring Creek Parkway - Modify the southwest corner radius (eastbound to southbound) to accommodate a B-40 Bus vehicle turning movement.
3. Commerce Drive at Plano Parkway - Modify the southeast corner radius to accommodate a B-40 vehicle turning movement.
4. Chisholm Place at Park Blvd. - Modify southwest corner radius and existing island to accommodate a WB-40 vehicle turning movement.
5. Parkhaven Drive at Independence Parkway - Modify the southeast corner radius to accommodate a B-40 vehicle turning movement.

Contract II

1. Coit Road at Legacy Drive - Modify intersection to provide double left turn lanes in all four (4) directions. Signal modifications as required are included in the design contract and will include the replacement of all existing signal facilities. This project is expected to require additional right-of-way acquisition, which will be part of this project.

Special Design Considerations (Contracts I and II)

It should be noted that, at all locations, particularly those where curb lines are being modified to the outside (toward private property), existing improvements may be affected. Existing landscaping, irrigation lines, utility lines, sidewalk or other items may be affected requiring special design considerations such as relocation, retaining wall construction or special grading. Sufficient survey ties to existing improvements and elevation information must be obtained by the engineer to allow for adequate design of proposed improvements. Existing and proposed elevation information must be provided

on the plans to describe the proposed construction and a clear comparison of how well existing elevations will be matched with the proposed improvements.

BASIC SERVICES:

A. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Request and research to obtain plans or location information on existing power, telephone, long distance communications, cable and existing gas.

B. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and will be a part of the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

C. Right-of-way and Easement Requirements –

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

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D. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"= 100'.
 - Quantity sheet.
 - Typical sections and detail sheets.
 - Construction phasing and temporary traffic control sheets, including temporary traffic signals. Scale 1"= 20'.
 - Paving plan & profile sheets for street improvements. Scale 1"= 20'.

 - Storm drain improvement plan & profile sheets. Scale 1"= 20'.
 - SWPPP sheets meeting TCEQ and City of Plano requirements. Scale 1"= 20'.
 - Final buttoning and signage plan sheets. Scale 1"= 20'.
 - Traffic signal plans for signal improvements/modifications. At locations where planned work on existing signal facilities is minor or not planned for modification, existing traffic signal bases, pull boxes and conduit may be shown on paving plans. Scale 1"= 20'.
 - Street light plans for proposed street lighting installation or modification. At locations where planned work on existing street lighting systems is minor or not planned for modification, existing street light bases, pull boxes and conduit may be shown on paving plans. Scale 1"=20'.
 - Cross-section sheets showing existing and proposed cross-sections.
2. Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.
3. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
4. Prepare outline of any special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit four(4) sets of preliminary plans and one(1) set each of the outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
7. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
8. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

E. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit one set of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three sets of final blue line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

F. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to eight (8) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.

G. Construction Administration –

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Prepare and process change orders in accordance with City of Plano format.

4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 24" x 36" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

H. Construction Control Survey –

1. Set vertical control stakes for construction at 500' intervals, or a minimum of one at each end of the project.
2. Set horizontal control stakes for construction at 500' intervals or a minimum of one at each end of the project.
3. If a project unit is split into several locations (such as an intersection with separate approaches or separate parts, which do not have common connecting construction), then a minimum of 2 control points shall be set for each location or separate part.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City. It is estimated that permanent ROW parcels will be required for this project from ten (10) separate tracts. In addition, it is possible that temporary construction easements may need to be obtained adjacent to some or all of the ROW parcels. These will be included on the parcel maps and added with the boundary description for the permanent ROW as a separate description for a Temporary Construction Easement. These will not be counted as separate parcels for engineering fee payment purposes but shall be included in the per parcel price with the permanent ROW parcel fee.
2. Set new iron pins at all new corners, PC's and PT's of new permanent right-of-way.

B. Signal Design

1. Prepare signal relocation or installation plans for all locations where existing signals are affected by geometric modifications on this project. At this point, the locations anticipated to be affected are:
 - (a) Coit at Legacy
 - (b) Commerce at Plano Parkway
 - (c) Parkhaven at Independence

**EXHIBIT B
SCHEDULE OF WORK
INTERSECTION IMPROVEMENTS 2004
PROJECT NUMBER 5385
CIP NUMBER 33-31392**

Activity	Completion Time*
1. Notice to Proceed	0
2. Research & Data Collection	21
3. Field Survey	21
4. ROW/Easement Documents & Preliminary Plans	42
5. City First Review	30
6. Final Plans, Bid Documents, Technical Specifications	30
7. City Second Review	30
8. Corrected Final Plans, Bid Documents, Technical Specifications	14
9. Assemble Bid Documents	7
10. City Final Review	14
11. Advertise for Bids	14
12. Receive Bids	0
13. Recommendation	3
14. Prepare Council Agenda	30
15. Contract Award	0
16. Prepare/Execute contract	42
17. Schedule Preconstruction Conference	10
18. Notice to Proceed	14
19. Start Construction	

* Completion Times shown are Calendar Days. Also, the times refer to 2 separate sets of plans being completed simultaneously as Contract I and Contract II as defined in "Exhibit A – Scope of Services".

**EXHIBIT C
PAYMENT SCHEDULE
INTERSECTION IMPROVEMENTS 2004
PROJECT NUMBER 5385
CIP NUMBER 33-31392**

WORK STAGE SUBMITTAL OR COMPLETION	<u>TOTAL</u>	<u>CONTRACT I</u>	<u>CONTRACT II</u>
1. Preliminary Plans	\$ 9,650	\$ 4,990	\$ 4,660
2. Final Plans & Specs.	54,700	28,310	26,390
3. Bid Phase	2,850	1,425	1,425
4. Construction Phase	4,750	2,375	2,375
Total Basic Fee	71,950	37,100	34,850
5. Special Services – ROW/ Easement Services Permanent ROW parcel & monuments with or without temp. construct. Easement 10 @ \$850/each	8,500	3,400	5,100
6. Special Services – Signal Design			
(a) Coit @ Legacy	5,800		5,800
(b) Commerce @ Plano Parkway	4,350	4,350	
(c) Parkhaven @ Independence	4,350	4,350	
Total Fee	\$94,950	\$49,200	\$45,750

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
- 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:
- The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the

Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

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

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

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

2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

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

2.2 Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that term is defined in Section 11.02 of the Plano City Charter and the City's Code of Conduct, Chapter 2, Article IV of the City's Code of Ordinances.

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 Engineering Firm

By: _____
Signature

(Print Name)

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

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INTERSECTION IMPROVEMENTS-2004 PROJECT NUMBER 5385

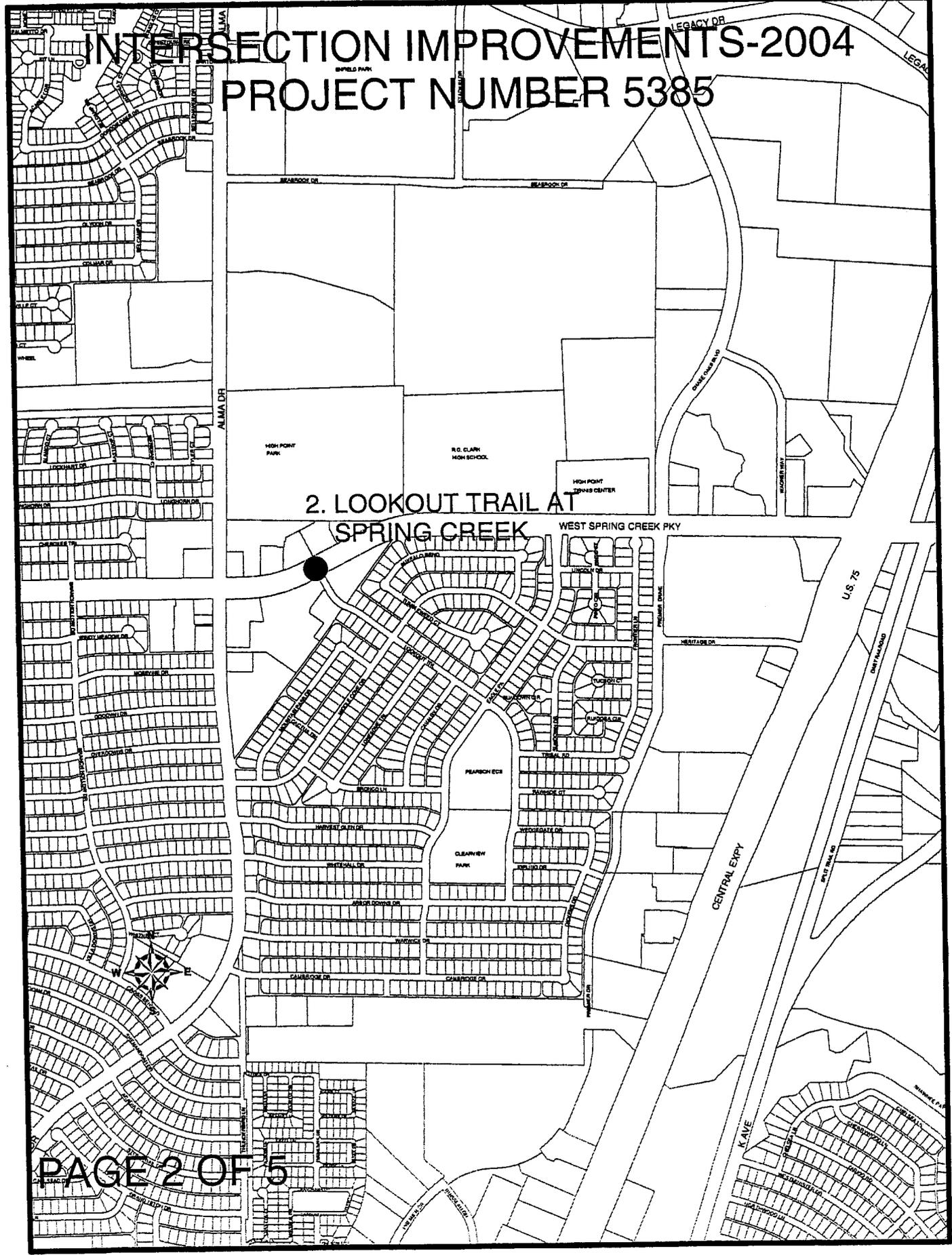
1. OHIO AT PARK

3. COMMERCE AT
PLANO PARKWAY

M-25

INTERSECTION IMPROVEMENTS-2004 PROJECT NUMBER 5385

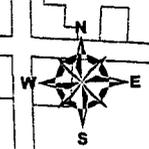
2. LOOKOUT TRAIL AT SPRING CREEK



M -26

INTERSECTION IMPROVEMENTS-2004 PROJECT NUMBER 5385

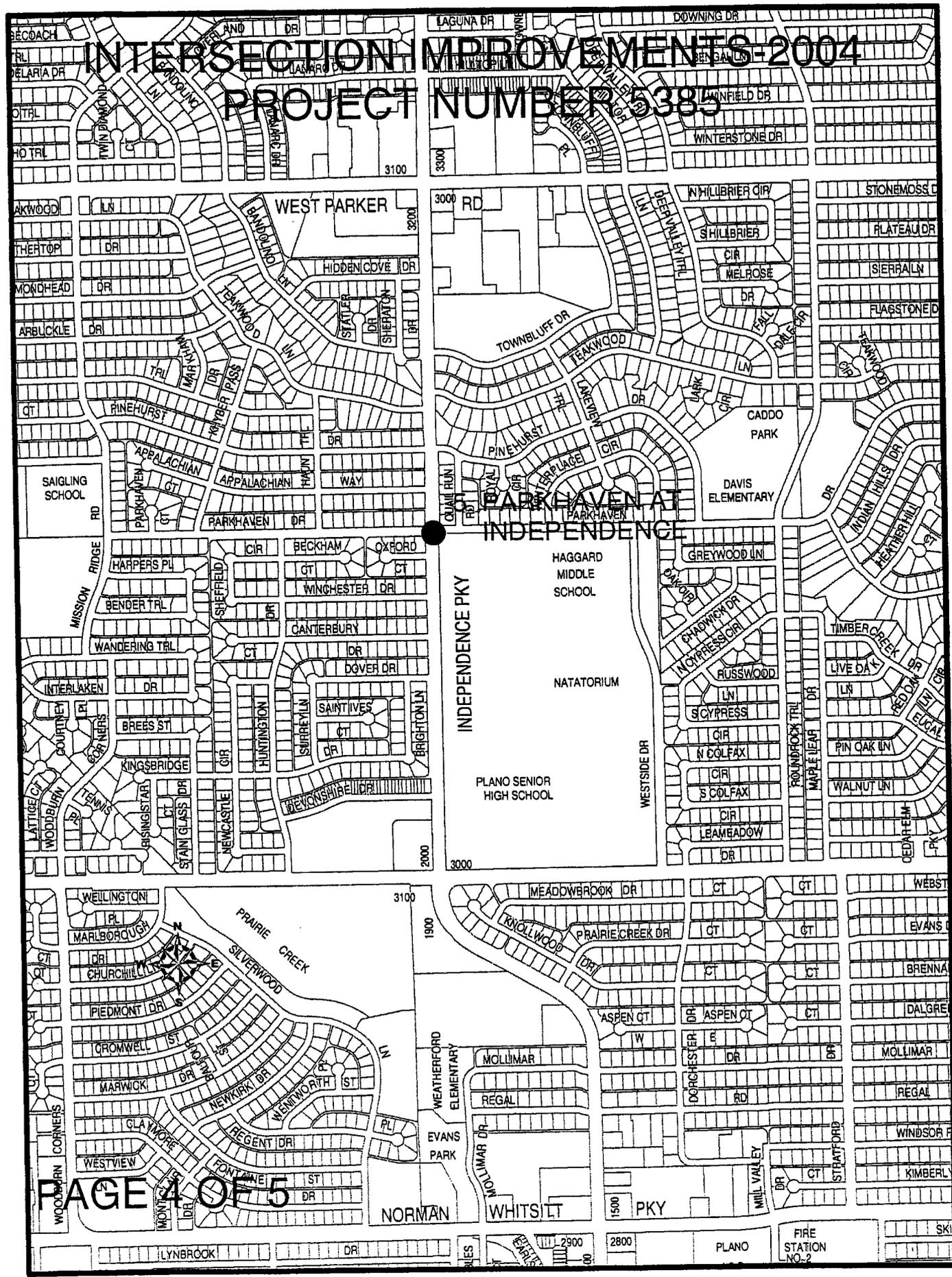
4. CHISHOLM PLACE
AT PARK WEST PARK BLVD



M-27

INTERSECTION IMPROVEMENTS-2004

PROJECT NUMBER 0385



MA 28

INTERSECTION IMPROVEMENTS 2004 PROJECT NUMBER 5385

6. COIT ROAD A
LEGACY DR



PAGE 5 OF 5

WEST SPRING CREEK PKY

7M -29



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 2/26/04		Reviewed by Legal <i>DW/12</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Legal		Initials	Date	
Department Head	Diane C. Wetherbee	Executive Director			
Dept Signature:	<i>Diane Wetherbee</i>	City Manager	<i>[Signature]</i>	<i>[Signature]</i>	
Agenda Coordinator (include phone #): Lynne Kemper- 7109					

ACTION REQUESTED: ORDINANCE RESOLUTION CHANGE ORDER AGREEMENT
 APPROVAL OF BID AWARD OF CONTRACT OTHER

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS EXTENDING TO DECEMBER 31, 2010, THE TERM OF THE FRANCHISE GRANTED TO COMCAST OF PLANO, INC. FOR OWNERSHIP, OPERATION, AND MAINTENANCE OF A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF PLANO, WHICH CURRENTLY EXPIRES ON FEBRUARY 5, 2006; MODIFYING THE FRANCHISE AGREEMENT TO REVERT TO COMCAST USE OF TWELVE UNUSED OR UNDERUTILIZED ACCESS CHANNELS FOR NEW SERVICES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE 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

This Ordinance extends the term of the franchise with Comcast to December 31, 2010 and modifies the Franchise Agreement to give Comcast the use of twelve unused or underutilized access channels for new services (second reading)

List of Supporting Documents:
n/a

Other Departments, Boards, Commissions or Agencies
n/a

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS EXTENDING TO DECEMBER 31, 2010, THE TERM OF THE FRANCHISE GRANTED TO COMCAST OF PLANO, INC. FOR OWNERSHIP, OPERATION, AND MAINTENANCE OF A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF PLANO, WHICH CURRENTLY EXPIRES ON FEBRUARY 5, 2006; MODIFYING THE FRANCHISE AGREEMENT TO REVERT TO COMCAST USE OF TWELVE UNUSED OR UNDERUTILIZED ACCESS CHANNELS FOR NEW SERVICES; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Plano ("City") by Ordinance No. 83-7-8 on July 1, 1983, granted a franchise to TeleCable of Plano, Inc. to own, operate and maintain a cable communications system in the City of Plano; and

WHEREAS, TCI of Plano, Inc., formerly TeleCable of Plano, assigned this Franchise with the approval of the City by Resolution No. 2002-6-4 (June 10, 2002) to AT&T Comcast Corporation, which now operates under the name Comcast of Plano, Inc. ("Franchisee"); and

WHEREAS, the current franchise ("Franchise") include Ordinance 87-7-8 (July 25, 1983), which incorporates by reference the proposal from TeleCable of Plano, Inc.; Ordinance No. 92-9-18 (September 14, 1992) and accompanying Letter Agreement dated September 15, 1992; Resolution No. 95-1-1(R) (January 3, 1995) consenting to a change of control to Tele-Communications, Inc. and accompanying Acceptance Agreement dated January 1995; Resolution 99-1-5(R) (January 11, 1999) consenting to a change of control to AT&T Corp. and accompanying Acceptance Agreement dated January 11, 1999; Ordinance No. 2000-1-5 (January 10, 2000) extending the term of the Franchise; written agreements and side letters accompanying one or more of the preceding items; Resolution No. 2000-11-1(R) approving a Final Settlement dated November 15, 2000, a Partial Settlement dated July 12, 1999, and Release Agreements relating to Cause No. 296-254-99 in the 296th Judicial District Court, Collin County, Texas regarding franchise issues; Resolution No. 2002-6-4(R) (June 10, 2002) consenting to a change of control to AT&T Comcast Corporation and accompanying Acceptance Agreement dated June 12, 2002; and Ordinance No. 2002-7-16 (June 10, 2002) extending the term of the Franchise; and

WHEREAS, Franchisee has requested that the City release to Comcast twelve (12) unused or underutilized local access channels for distribution to new cable networks and advanced programming services, such as high definition television and video-on-demand; and

WHEREAS, the City finds that allowing Franchisee to offer new cable networks and advance programming services on the unused or underutilized local access channels benefits Plano citizens and is in the public's interest; and

WHEREAS, in consideration of City's consent to its request, Franchisee agrees to an extension of the Franchise through December 31, 2010 and to provide other valuable consideration; and

WHEREAS, the City and Franchisee agree that the extension shall not be deemed a waiver by either party to exercise any rights afforded them by law, or defenses thereto, including but not limited to any waivers of default, any waiver of rights under the renewal procedures of Section 626 of the Cable Communications Act, and the right to institute the formal renewal process at any time during this extension or thereafter.

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

Section I. The City Council hereby extends to December 31, 2010, the term of the Franchise conferred to AT&T Comcast Corporation, now operating under the name Comcast of Plano, Inc., under the same terms and conditions, excepting the allocation of access channels.

Section II. The City Council agrees to allow Comcast of Plano, Inc. to recover the use of the twelve (12) unused or underutilized local access channels outlined in Exhibit "A," which is incorporated herein by reference, for the purpose of providing new cable networks and advanced programming services, such as high definition television and video-on-demand.

Section III. The City of Plano and Comcast of Plano, Inc. do not waive any rights under the renewal procedures of Section 626 of the Cable Communications Act, including the right to institute the formal process at any time during this extension, and do not waive any claims or defenses that may exist currently or arise in the future as a result of this extension.

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, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

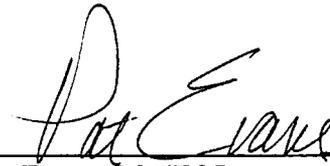
Section V. The City Council intends that this Ordinance, and every provision thereof, is severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

1-3

Section VI. This Ordinance shall be read at two separate regular meetings of the City Council for the City of Plano, with the second meeting at least thirty (30) days from the first reading, and shall be published once each week for four consecutive weeks in the official newspaper of the City of Plano.

Section VII. This Ordinance becomes effective thirty (30) days after its final passage and publication as required by City Charter and conditioned upon the written acceptance of this Ordinance by Comcast of Plano, Inc. prior to the effective date; otherwise, this Ordinance shall be null and void.

DULY PASSED AND APPROVED ON FIRST READING THIS _____
day of _____, 2003.



Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

DULY PASSED AND APPROVED ON SECOND READING (which date is at least 30 days from the First Reading) THIS _____ DAY OF _____, 2004.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee
Diane C. Wetherbee, CITY ATTORNEY

ACCEPTED BY COMCAST CABLE OF PLANO, INC.

By: *Ann Montgomery*
Name: Ann Montgomery

Title: Regional Senior Vice President

Date: *12-15-04*

1-5

EXHIBIT "A"
LOCAL ACCESS CHANNELS FOR REPURPOSING BY COMCAST

Comcast of Plano, Inc. may recover the use of the twelve (12) unused or underutilized local access channels identified below for the purpose of providing new cable networks and advanced programming services, such as high definition television and video-on-demand.

<u>CHANNEL</u>	<u>PURPOSE</u>	<u>CURRENT USE</u>
0A	Local Origination	Radar
0B	Local Origination	Fish
3	Local Origination	Information Channel
14	Local Origination	Local Origination
21	Government Access	Not programmed
33	Educational Access / RITV 7	Not used by PISD
34	Educational Access / RITV 9	Not used by PISD
35	Educational Access / RITV 10	Not used by PISD
36	Educational Access / RITV 11	Not used by PISD
37	Educational Access / RITV 12	Not used by PISD
41	Educational Access / RITV 13	Not used by PISD
58B	Government Access	Duplicate of Channel 30A

LOCAL ACCESS CHANNELS PRESERVED UNDER THE MODIFICATION

Comcast of Plano, Inc. shall preserve the following local access channels:

<u>CHANNEL</u>	<u>PURPOSE</u>
10	Public Access
18	Public and Educational Access
19	Public Access
30	Government Access
31	Educational Access
32	Educational Access
39	Educational Access

1-6



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/26/04	Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>1/20/04</i>
Agenda Coordinator (include phone #): Lynne Kemper -7109				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<p>A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COMCAST CABLE OF PLANO, INC. TO ALLOW COMCAST TO RECAPTURE THE USE OF 12 UNUSED OR UNDERUTILIZED LOCAL ACCESS CHANNELS IN CONSIDERATION FOR EXTENDING THE TERM OF THE CABLE FRANCHISE TO DECEMBER 31, 2010 AND CONTINUING PAYMENTS TO THE CITY OF PLANO COMMUNITY ACCESS FUND IN THE AMOUNT OF \$150,000 ANNUALLY THROUGH DECEMBER 31, 2010; AND PROVIDING AN EFFECTIVE DTE.</p>				
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				
<p>This agreement provides for the extension of the current Franchise to December 31, 2010 and allows Comcast to recapture the use of 12 unused or underutilized local access channels and to continue payments to the City of Plano Community Access Fund in the amount of \$150,000 annually through December 31, 2010.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND COMCAST CABLE OF PLANO, INC. TO ALLOW COMCAST TO RECAPTURE THE USE OF 12 UNUSED OR UNDERUTILIZED LOCAL ACCESS CHANNELS IN CONSIDERATION FOR EXTENDING THE TERM OF THE CABLE FRANCHISE TO DECEMBER 31, 2010 AND CONTINUING PAYMENTS TO THE CITY OF PLANO COMMUNITY ACCESS FUND IN THE AMOUNT OF \$150,000 ANNUALLY THROUGH DECEMBER 31, 2010; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Comcast of Plano, Inc. ("Comcast") wants to recapture the use of twelve (12) unused or underutilized local access channels for distribution to new cable networks and advanced programming services, such as high definition television and video-on-demand; and

WHEREAS, in consideration for the City of Plano ("City") modifying the local access channel requirements in the cable franchise agreement ("Franchise") between the City and Comcast, Comcast has offered to extend the term of the Franchise to December 31, 2010, and to continue payments to the City of Plano Community Access Fund in the amount of \$150,000 annually through December 31, 2010; and

WHEREAS, the City Council has been presented a proposed Agreement setting forth the terms and conditions agreed to by the parties, 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, in his absence, an Executive Director, 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 in his absence, an Executive Director, 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 ____ day of _____, 2004.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS
AND COMCAST CABLE OF PLANO, INC.**

WHEREAS, Comcast of Plano, Inc. ("Comcast") wants to recapture the use of twelve (12) unused or underutilized local access channels for distribution to new cable networks and advanced programming services, such as high definition television and video-on-demand; and

WHEREAS, in consideration for the City of Plano ("City") modifying the local access channel requirements in the cable franchise agreement ("Franchise") between the City and Comcast, Comcast has offered to extend the term of the Franchise to December 31, 2010, and to continue payments to the City of Plano Community Access Fund in the amount of \$150,000 annually through December 31, 2010; and

WHEREAS, with the understanding of both parties that the offered \$150,000 annual payment to the City of Plano Community Access Fund is not a franchise fee under 47 U.S.C. § 542, the City desires to accept Comcast's offer.

NOW THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. **Local Access Channels.** City agrees to modify the cable franchise currently held by Comcast to decrease the number of required local access channels by twelve, specifically identified in Exhibit "A" and incorporated herein by reference. Comcast may redistribute these unused or underutilized channels to new cable networks or for advanced programming services.
2. **Consideration.** In consideration for reverting local access channels back to Comcast, Comcast agrees to extend the term of the current cable franchise until December 31, 2010. Comcast further agrees to continue payments to the City of Plano Community Access Fund ("Fund") in the amount of \$150,000 annually through December 31, 2010.

Comcast expressly agrees and understands that the \$150,000 annual payment to the Fund is not a franchise fee as defined by 47 U.S.C. § 542(g), but is consideration for the recapture of local access channels. Accordingly, this payment shall not factor into the computation of franchise fees under 47 U.S.C. § 542(b). As further consideration of this Agreement, Comcast, on behalf of itself and its successors and assigns, waives and relinquishes any and all claims, causes of action, and defenses it may have under Federal or State law, or under the Franchise, whether known or unknown, related to the \$150,000 annual payment under this Agreement, including but not limited to any limitation on franchise fees under 47 U.S.C. § 542.

- 3. **Successors and Assigns.** Plano and Comcast, and their partners, successors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement. Transfer or assignment of the cable franchise agreement currently held by Comcast does not relieve Comcast from its full obligation to Plano under this Agreement.
- 4. **Complete Contract.** This Agreement supercedes any and all other agreements, either oral or in writing, between the parties with respect to the subject-matter of this Agreement. Any other agreement, statement, or promise that is not contained in this Agreement is not valid or binding. The parties agree that this Agreement and its attachments constitute the entire understanding of the parties. Further, the parties may only amend, supplement, modify, or cancel this Agreement through an executed written instrument.
- 5. **Governing Law / Venue.** The laws of the State of Texas govern the validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties. The parties agree that exclusive venue shall lie in Collin County, Texas.
- 6. **Contract Interpretation.** Although Plano drafted this Agreement, should any contractual dispute arise, the parties agree that the Agreement shall not be construed more favorably for either party.

The descriptive headings contained within this Agreement are for convenience only, and shall not control or affect the meaning or construction of any of the contract provisions.

In the event a term, condition, or provision of this Agreement is determined as void, unenforceable, or unlawful by a court of competent jurisdiction, the parties agree that such term, condition or provision is severable, and that the remainder of the Agreement shall remain in full force and effect.

SIGNED AND EXECUTED on the dates indicated below

COMCAST CABLE OF PLANO, INC.
A Texas Corporation

DATE 12-15-04

BY: Ann Montgomery
Ann Montgomery
REGIONAL SENIOR VICE
PRESIDENT

2-5

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

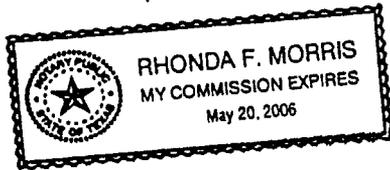
Diane C. Wetherbee,
CITY ATTORNEY

2-6

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of DECEMBER, 2003, by ANN MONTGOMERY, Regional Senior Vice President for Comcast Cable of Plano, Inc., a Texas Corporation, on behalf of said corporation.



Rhonda F. Morris

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, _____, by THOMAS H. MUEHLENBECK, City Manager of the City of Plano, Texas, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

December 16, 2003

TO: Honorable Mayor & City Council

FROM: Lee Dunlap, Chairman, Planning & Zoning Commission *TE*

SUBJECT: Results of Planning & Zoning Commission Meeting of December 15, 2003

At its meeting of December 15, 2003, the Planning & Zoning Commission took action on the following:

Public Hearing: Zoning Case 2003-65

Applicant: Mitchel Fonberg & Anita Beverly

DESCRIPTION:

Request for a Specific Use Permit (SUP) for a Private Club on one lot on 0.3± acre on the northwest corner of K Avenue and 16th Street. Zoned Business Government. Neighborhood #59.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **FAVOR:** 0 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **FAVOR:** 0 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval subject to City Council waiver of the 1,000 foot distance to a publicly-owned park.

FOR CITY COUNCIL MEETING OF: January 26, 2004 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

CDL/mac

xc: Walter Barthel, Barracuda's Seafood & Oyster Bar
Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

December 15, 2003

Agenda No. 7

Public Hearing: Zoning Case 2003-65

Applicant: Mitchel Fonberg & Anita Beverly

DESCRIPTION:

Request for a Specific Use Permit (SUP) for a Private Club on one lot on 0.3± acre on the northwest corner of K Avenue and 16th Street. Zoned Business Government. Neighborhood #59.

REMARKS:

The requested zoning is for an SUP for a Private Club to serve alcoholic beverages in conjunction with the operation of a freestanding restaurant in Duncan Addition, Block A, Lot 1. The proposed SUP area includes the indoor restaurant and an outdoor dining patio in front on the east side of the building. The property is located in the downtown area and is adjacent to an existing restaurant on the north, a vacant building on the west, Plano Transit Village complex on the south, and the Municipal Building on the east, all of which are also zoned BG.

The property is within the Business Government zoning district, which has distinct separation distances for private clubs from those in other zoning districts. Within the BG district, private clubs are prohibited within 300 feet of a church, public or private school, or residentially zoned district, and are prohibited within 1,000 feet of a hospital or a publicly owned park. The front door of the existing restaurant is not within 300 feet of a church, school, or residential district and is not within 1,000 feet of a hospital. However, it is 437± feet northeast of publicly owned park (Haggard Park). City Council may waive the distance requirements for private clubs from a park "if it affirmatively finds that issuance of the SUP would not be detrimental or injurious to the public health, safety, or general welfare, or otherwise offensive to the neighborhood." City Council has outlined several factors to consider when a distance waiver is requested, one of which is whether alternative means of separation exist between the two uses. Between the front door of the restaurant and the park is the DART rail line's 75-foot to 90-foot ROW in addition to existing office uses and the Plano Transit Village complex.

The restaurant complies with the minimum dining area, number of dining seats, and parking requirements for the proposed private club.

RECOMMENDATIONS:

Recommended for approval subject to City Council waiver of the 1,000 foot distance to a publicly-owned park.

3-4

Metes and Bounds

SITUATED in the State of Texas, County of Collin, and the City of Plano, being part of the Joseph Hooper Survey, Abstract No. 213, being Lot 1, Block 1, of Duncan Addition, an addition to the City of Plano as recorded in Volume B, Page 274 of the Collin County Map Records with said premises being more particularly described as follows:

BEARING at the northwest corner of Lot 1 and the southwest corner of Lot 2 of said addition:

THENCE South 89°00'31" East, 135.90 feet to the northeast corner of Lot 1 and the southwest corner of Lot 2 in the west right-of-way line of "X" Avenue;

THENCE with the east line of Lot 1 and the west right-of-way line of "X" Avenue, South 87°11'31" East, 478.32 feet to the intersection of the west right-of-way line of "X" Avenue with the north right-of-way line of 18th Street;

THENCE along said corner city, South 45°29'45" West, 11.22 feet to the most southerly southwest corner of Lot 1 in the north right-of-way line of 18th Street;

THENCE with the south line of Lot 1 and the north right-of-way line of 18th Street as follows:

North 89°00'31" West, 272.54 feet to the beginning of a curve to the right; Northwesterly along said curve having a central angle of 06°37'40" with a radius of 478.32 feet for an arc distance of 55.33 feet (chord = N 84°22'21" W, 55.30 feet) end of said curve;

North 89°15'31" West, 45.75 feet to the southwest corner of Lot 1;

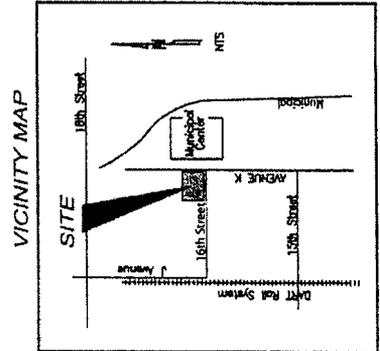
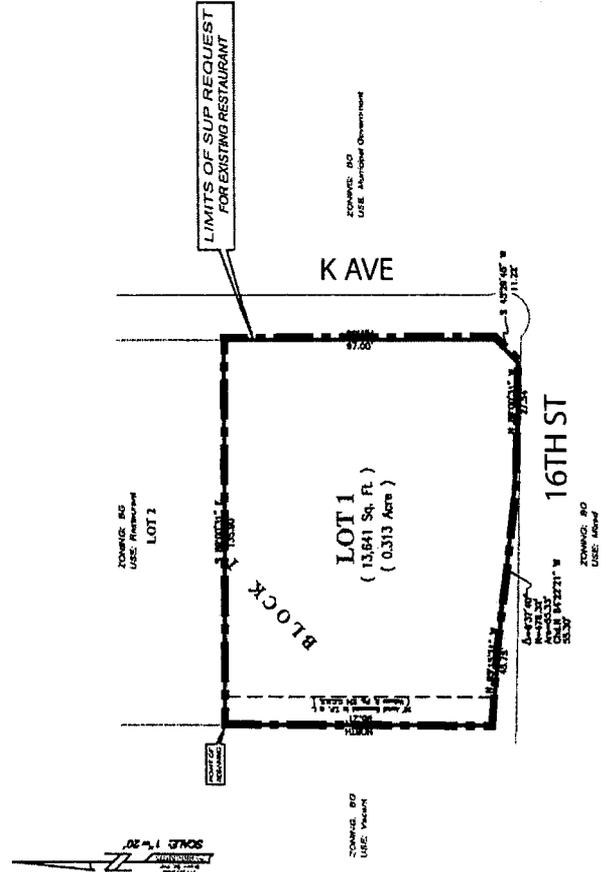
THENCE with the west line of Lot 1, North, 83.21 feet to the point of beginning and containing 13,641 square feet or 0.313 acre of land.

NOTE

Property to not with 200' of a church, public or private school, hospital, or similar public use.

NOTE

Part of the property is encumbered with the title and deed and is subject to a mortgage in the public records of the County of Collin, Texas, in the name of the Plaintiff in the above captioned cause. The Plaintiff in the above captioned cause is the Plaintiff in the above captioned cause. The Plaintiff in the above captioned cause is the Plaintiff in the above captioned cause.



Zoning Exhibit

Zoning Case # 2003-65
Request for
Specific Use Permit

for
Private Club on 0.313 Acre
BLOCK 1, LOT 1
DUNCAN ADDITION
An Addition to the City of Plano
Collin County, Texas
DECEMBER 2003

RESTAURANT SQ.FT.	REQ'D	PROVIDED
PATIO SQ.FT.	N/A	0
TOTAL SQ. FEET + Pools	N/A	1816
DRINK SEATS	80	80
DRINK AREA SQ. FT.	960	1016

* Net out Restrooms and Kitchen

OWNER: LOT 1
Michael Farberg
Arlis Bessley
5452 Glen Lakes Drive
Suite #203
Dallas, Texas 75231
Phone: (214) 696-2600
Fax: (214) 696-9807

ROOMS SURVEYING, INC.
A SURVEYING FIRM
10000 W. LBJ Fwy., Suite 100
Dallas, Texas 75243
Phone: (214) 350-1234
Fax: (214) 350-1234

ORDINANCE NO. _____
(Zoning Case 2003-65)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 86-3-14, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 533 SO AS TO ALLOW THE ADDITIONAL USE OF A PRIVATE CLUB ON 0.3± ACRE OF LAND OUT OF THE JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213, LOCATED ON THE NORTHWEST CORNER OF K AVENUE AND 16TH STREET IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED DOWNTOWN BUSINESS GOVERNMENT; 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, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 26th day of January, 2004, for the purpose of considering granting Specific Use Permit No. 533 for a Private Club on 0.3± acre of land out of the Joseph Klepper Survey, Abstract No. 213, located on the northwest corner of K Avenue and 16th Street in the City of Plano, Collin County, Texas, presently zoned Downtown Business Government; and

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

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 26th day of January, 2004; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 533 for a Private Club on 0.3± acre of land out of the Joseph Klepper Survey, Abstract No. 213, located on the northwest corner of K Avenue and 16th Street in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

Section I. The Comprehensive Zoning Ordinance No. 86-3-14, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 533, allowing the additional use of a Private Club on 0.3± acre of land out of the Joseph Klepper Survey, Abstract No. 213, located on the northwest corner of K Avenue and 16th Street in the City of Plano, Collin County, Texas, presently zoned Downtown Business Government, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. The 1,000-foot separation requirement between the above referenced private club and the City's Haggard Park is hereby waived for this specific use permit.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

PASSED AND APPROVED THIS THE _____ DAY OF _____, 2004.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin, and the City of Plano, being part of the Joseph Klepper Survey, Abstract No. 213, being Lot 1, Block 1 of Duncan Addition, an addition to the City of Plano as recorded in Volume B, Page 274 of the Collin County Map Records with said premises; being more particularly described as follows:

BEGINNING at the northwest corner of Lot 1 and the southwest corner of Lot 2 of said addition;

THENCE South $89^{\circ} 00' 31''$ East, 135.90 feet to the northeast corner of Lot 1 and the southeast corner of Lot 2 in the west right-of-way line of K Avenue;

THENCE with the east line of Lot 1 and the west right-of-way line of K Avenue, South 97.00 feet to a corner clip at the intersection of the west right-of-way line of K Avenue with the north right-of-way line of 16th Street;

THENCE along said corner clip, South $45^{\circ} 29' 45''$ West, 11.22 feet to the most southerly southeast corner of Lot 1 in the north right-of-way line of 16th Street;

THENCE with the south line of Lot 1 and the north right-of-way line of 16th Street as follows:

North $89^{\circ} 00' 31''$ West, 27.54 feet to the beginning of a curve to the right;

Northwesterly along said curve having a central angle of $06^{\circ} 37' 40''$ with a radius of 478.32 feet for an arc distance of 55.33 feet (chord = North $84^{\circ} 22' 21''$ West, 55.30 feet) end of said curve;

North $85^{\circ} 15' 31''$ West, 45.75 feet to the southwest corner of Lot 1;

THENCE with the west line of Lot 1 North, 95.21 feet to the POINT OF BEGINNING and CONTAINING 13,641 square feet or 0.313 acre of land.