PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON JANUARY 28, 2008, FOLLOWED BY 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 mission of the City of Plano is to provide outstanding services and facilities, through cooperative efforts with our citizens, that contribute to the quality of life in our community.

EXECUTIVE SESSION

I.	Legal Advice A. Respond to questions and receive legal advice on agenda items	Wetherbee	5 min.
II.	Litigation A. City of Plano v. Turner Heritage Investment, Ltd.	Gilliam	10 min.
II.	Economic Development A. Discuss a financial offer or other incentive to a business prospect to locate, stay, or expand in Plano and consider any commercial and financial information from the business prospect.	Muehlenbeck	15 min.

PRELIMINARY OPEN MEETING

I.	Consideration and action resulting from Executive Session discussion:	Council	5 min.
II.	Mobility Report	Neal	5 min.
III.	DART Report	Paulk	10 min.
IV.	Comprehensive Monthly Financial Report	McGrane	5 min.
V.	Council items for discussion/action on future agendas	Council	5 min.

VI.	Consent and Regular Agenda	Council	5 min.
VII.	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.

C I T Y C O U N C I L

1520 AVENUE K

DATE: **January 28, 2008**

CALL TO ORDER: **7:00 p.m.**

INVOCATION: **Dr. Leon Aduddell**
First Baptist Church of Plano

PLEDGE OF ALLEGIANCE: **Douglass Community Center Seniors**

ITEM NO.	EXPLANATION	ACTION TAKEN
	THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.	
	The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.	
	PROCLAMATIONS & SPECIAL RECOGNITION	
	Proclamation: Heart Awareness Month – February, 2008	
	CERTIFICATES OF APPRECIATION	
	Library Advisory Board Hilton Kong	
	BOARD AND COMMISSION REPORT	
	Senior Citizens Advisory Board- Mary Jane Ketcham, Chair	
	COMMENTS OF PUBLIC INTEREST	
	This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.	
	CONSENT AGENDA	
	The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.	
	Approval of Minutes	
(a)	January 14, 2008	

ITEM NO.	EXPLANATION	ACTION TAKEN
	Approval of Expenditures	
	Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)	
(b)	**Bid No. 2008-23-B** for Plano Centre Parking Lot Addition to Walls Enterprises in the amount of $197,764. The bid is for construction of a reinforced concrete parking lot with 131 spaces, grading, a subsurface storm drainage, tree planting, and erosion control	
(c)	**Bid No 2008-9-B** for the Plano Ridgeview Communications Shelter to GFRC Shelters in the amount of $213,074.	
(d)	**Bid No. 2008-26-B** for Steel Signal Pole Assembly to ReliaPOLE Solutions, Inc. in the amount of $91,770. This is for the purchase of steel signal pole assemblies to be installed at various City of Plano intersections.	
(e)	**Bid No 2008-58-B** for construction of Intersection Improvements – Coit Road at Legacy Drive to Jim Bowman Construction Co., L.P. in the amount of $661,992. The project will involve roadway widening to provide for double left turns at all intersection approaches along with additional dedicated right turn lanes for east and west bound traffic on Legacy Drive.	
	Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)	
(f)	To approve and authorize a contract with La Terra Studio, Inc. to provide Landscape Architectural Services in conjunction with improvements for Legacy Trail from Preston Road to the TXU easement south of Tennyson Parkway, in an amount not to exceed $189,420 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.	
	Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).	
(g)	To approve the purchase of Radio System Infrastructure Replacement-RCC Consultants Inc. - Technical Contract to provide radio system assessment and design in the amount of $505,383 and authorizing the City Manager to execute all necessary documents. Funds will be provided by 2008 sale of Certificates of Obligation/Tax Notes. This contract is an existing contract/agreement with Houston-Galveston Area Council, Houston, Texas and RCC Consultants, Inc. Houston, Texas. H-GAC #EN11-04.	
(h)	To authorize the purchase of Plano Centre Roof Replacement in the amount of $279,825 from Weatherproofing Technologies, Inc., Tremco, Inc., and its subsidiaries, through The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4812)	

ITEM NO.	EXPLANATION	ACTION TAKEN
(i)	To authorize the purchase of Carpet Replacement at the Schimelpfenig Library in the amount of $115,070 from Gomez Floor Covering, Inc., through BuyBoard Cooperative Purchasing contract, and authorizing the City Manager to execute all necessary documents. (Buy Board Contract No. 241-06)	
(j)	To approve the purchase of material testing services for Parkwood Boulevard Widening – Park Boulevard to Spring Creek Parkway, in the amount of $68,914 from GME Consulting Services, Inc., through an existing contract/agreement (2008-16-D), and authorizing the City Manager to execute all necessary documents.	
(k)	To approve the purchase of four Chevrolet One Ton Cab/Chassis with Dump Beds for the Equipment Services Division in the amount of $139,620 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program and authorizing the City Manager to execute all necessary documents. (VE03-06)	
(l)	To approve the purchase of fifteen Chevrolet Pick-Up Trucks for the Equipment Services Division in the amount of $475,635 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program and authorizing the City Manager to execute all necessary documents. (VE03-06)	
(m)	To approve the purchase of one Jacobsen Turbo Wide Area Mower for the Equipment Services Division in the amount of $77,745 from Luber Bros. through an existing contract/agreement with Texas Association School BuyBoard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#225-05)	
	Approval of Change Order	
(n)	To Mario Sinacola & Sons Excavating, Inc., increasing the contract by $48,375 for the Los Rios Boulevard – Phase 1 (Jupiter Road to Parker Road), Change Order No. 10. (Original Bid #B096-04). This change order is for additional work necessary to complete the street paving, storm sewer improvements, and water mains on the project and to process the final payment.	
	Adoption of Resolutions	
(o)	To approve the terms and conditions of the Funding Agreement between the City of Plano, Texas, and Historic Downtown Plano Association whereby the City will provide funding in part for the 2008 Downtown at Sundown Event; authorizing the City Manager to execute such agreement; and providing an effective date.	
(p)	To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County, Texas, providing for the widening of Headquarters Drive from Parkwood Drive to Preston Road; and authorizing its execution by the City Manager; and providing an effective date.	
(q)	To approve the terms and conditions of a quote by and between the City of Plano and Motorola the sole source provider of Public Safety Communications Portable and Mobile Radio Communications; authorizing its execution by the City Manager; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, the City of Allen, Texas and the City of Wylie, Texas providing terms and conditions for participation in a Communication Consulting Service for a Radio System Replacement/Upgrade Project; authorizing its execution by the City Manager; and providing an effective date.	
(s)	To approve the terms and conditions of a Public Right-of-Way Use Agreement by and between the City of Plano, Texas and St. Elizabeth Ann Seton Parish to locate, place, attach, install, operate, and maintain a communications system consisting of conduit and fiber in certain specific portions of the public rights-of-way in the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	
	Adoption of Ordinances	
(t)	To approve a settlement agreement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "the Company") regarding the Company's Statement of Intent to change gas rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the Settlement Agreement and finding the rates to be set by the attached tariffs to be just and reasonable; adopting a savings clause; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; declaring an effective date; and requiring delivery of this Ordinance to the Company and legal counsel; and providing an effective date.	
	ITEMS FOR INDIVIDUAL CONSIDERATION:	
	Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.	
	Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.	
(1)	**Consideration and action on an Ordinance** providing for the issuance and sale of City of Plano, Texas, General Obligation Bonds, Series 2008; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto.	
(2)	**Consideration and action on an Ordinance** providing for the issuance and sale of City of Plano, Texas, Tax Notes, Series 2008; levying a tax in payment thereof; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(3)	**Consideration and action on an Ordinance** providing for the issuance and sale of City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2008; awarding the sale thereof; approving the official statement; and enacting other provisions relating thereto.	
(4)	**Public Hearing and Consideration of an Ordinance as Requested in Zoning Case 2007-66 –** To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 590 so as to allow the additional use of an 80-foot Commercial Antenna Support Structure on 0.1± acre of land located at the southwest corner of 14th Street and Shiloh Road 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. Applicant: Plano Independent School District.	
(5)	**Public Hearing and Consideration of an Ordinance as Requested in Zoning Case 2007-67 –** To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 591 so as to allow the additional use of Winery on 0.1± acre of land located at the northeast corner of Preston Road and McDermott Road in the City of Plano, Collin County, Texas, presently zoned Regional 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. Applicant: D'Vine Wine	
(6)	**Public Hearing and Consideration of an Ordinance as Requested in Zoning Case 2007-68 –** To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 592 so as to allow the additional use of Kennel (Indoor Pens) / Commercial Pet Sitting on 0.1± acre of land located at the southeast corner of Los Rios Boulevard and Park Boulevard in the City of Plano, Collin County, Texas, presently zoned General Office with Specific Use Permit No. 484 for Veterinary Clinic and Specific Use Permit No. 57 for restaurant; 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. Applicant: Park Boulevard Center Limited.	
(7)	**A Resolution** to approve the terms and conditions of a Letter Agreement by and between Pinnacle AMS Development Company, LLC and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	
(8)	**Public Hearing and Consideration of Ordinances Requested in Zoning Cases 2007-58, 2007-60 and 2007-62 through 2007-65** all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific User Permit for an additional use of a Private Club and the applicant is the City of Plano.	
(8a)	**Zoning Case 2007-58 –** To rescind Specific Use Permit #137 for a Private Club on one lot on 1.4+ acres located at the northeast corner of U.S. Highway 75 and Park Boulevard. Zoned Corridor Commercial.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(8b)	**Zoning Case 2007-60 –** To rescind Specific Use Permit #206 for Private Club on one lot on 0.1± acre located at the southwest corner of U.S. Highway 75 and Enterprise Drive. Zoned Corridor Commercial.	
(8c)	**Zoning Case 2007-62 –** To rescind Specific Use Permit #212 for Private Club on one lot on 2.2± acres located at the northwest corner of Preston Road and Park Boulevard. Zoned Planned Development-68-Retail.	
(8d)	**Zoning Case 2007-63 –** To rescind Specific Use Permit #216 for Private Club on one lot on 2.3± acres located on the west side of U.S. Highway 75, 270± feet north of 15th Street. Zoned Planned Development-469-Corridor Commercial.	
(8e)	**Zoning Case 2007-64 –** To rescind Specific Use Permit #224 for Private Club on one lot on 2.1± acres located at the southwest corner of U.S. Highway 75 and 16th Street. Zoned Planned Development-469-Corridor Commercial.	
(8f)	**Zoning Case 2007-65 –** To rescind Specific Use Permit #257 for Private Club on one lot on 0.1± acre located on the east side of U.S. Highway 75, 230± feet south of 18th Street. Zoned Corridor Commercial.	
	All of the above locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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.	
(9)	**Public Hearing and Consideration of a request to rescind** Specific Use Permit #195 for Private Club on one lot on 0.1± acre located 240± feet north of Park Boulevard, 75± feet west of Ohio Drive. Zoned Retail. (Zoning Case 2007-59) Applicant: City of Plano	
(10)	**Public Hearing and Consideration of a request to rescind** Specific Use Permit #207 for Private Club on one lot on 0.1± acre located on the east side of Preston Road, 1,370± feet north of Park Boulevard. Zoned Retail. (Zoning Case 2007-61) Applicant: City of Plano	
	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/Building Inspections Training Room are 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.	

city of plano

Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

January 23, 2008

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening with legal advice and discussion of one item of litigation and business prospects.

The Preliminary Open Meeting agenda will consist of the Mobility Report, DART Report and Comprehensive Monthly Financial Report.

I look forward to seeing you on Monday.

Sincerely yours,

Thomas H. Muehlenbeck

Thomas H. Muehlenbeck
City Manager

THM/cp

P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
www.plano.gov

plano
Transportation Division

Transportation Mobility / Safety Report

December 2007

- Traffic Signals:
  - ✓ **Implemented new signal controller logic that saves energy during periods when the signal operates on battery power**
  - ✓ **Turned on new signal at Plano Parkway and Nevada Drive**
  - ✓ **Retimed traffic signals west of US-75. Travel times were reduced on arterial streets, System-wide delays were reduced 32%, and fuel consumption was reduced 12%.**
  - o Completed **two** As-Built Traffic Signal Plans
  - o Spring Creek Parkway @ Parkwood Blvd - Design New Traffic Signal: (90% completed)

- Traffic Safety:
  - ✓ **Continued discussions with TAC on parking issues generated by youth sports organizations utilizing city parks/fields, and by parents dropping-off/picking-up their children at PISD schools. Representatives from the Parks Department attended the meeting to answer questions from committee members and concerned citizens. To better manage traffic the Parks Department proposed to better allocate the fields, post signs, and communicate with field users. The TAC will continue discussing with PISD options for improving traffic safety and reducing parking in nearby neighborhoods.**
  - ✓ **Updated PISD School Zone Map. The revised map includes the new school zone at Coit Road and McDermott Road (Fowler Elementary), and removes the school zones on Big Bend Drive, Natchez Drive, Yellowstone Drive (Christie Elementary), and on Parker Road (Barron Early Childhood School).**
  - o Annual Traffic Safety Report **(25**% completed**)**
  - o Evaluate potential Red Light Camera locations (90% completed)
  - o City-wide Speed Zone Survey Project: 13% completed
  - o 2008 Intersection Improvement Project List: 25% completed

- Safe Streets Program (SSP)
  - ✓ **All Permanent Plan projects on the waiting list have been installed. Existing inventory has been used and another order for speed cushions has been placed.**
  - ✓ **Reviewed Honeysuckle Lane, Oakland Hills, and Matterhorn Drive for participation in the SSP. None of these streets qualified.**
  - ✓ **Conducted TAC training/orientation for new members**

  Participating Neighborhoods Active in the Program
  - o Cumberland Trail (Permanent Plan installed)
  - o Crossbend from Tumbril Lane to Coit (Permanent Plan installed)
  - o Travis Drive (Permanent Plan installed)
  - o Ranier Road South of Spring Creek Parkway (Permanent Plan installed)
  - o Lexington Drive (Permanent Plan installed)
  - o Silverstone Drive (Temporary Plan installed)
  - o Parkhaven Drive (Temporary Plan installed)
  - o Mission Ridge from Parker to Matterhorn (Temporary Plan installed)
  - o Royal Oaks Drive (Temporary Plan installed)
  - o Old Pond Drive (Temporary Plan installed)
  - o Micarta Drive (Temporary Plan installation pending)
  - o Robinson Road (Temporary Plan installation pending)
  - o Russell Creek Drive East of Independence (Temporary Plan installation pending)

pom II a

- Enchanted Ridge Drive/Presidio Lane (On-hold, waiting response from sponsor)

- Long Range Planning:
  - No-Parking Guidelines – **Final draft completed**
  - Thoroughfare Standards Rules and Regulations – **Final draft completed and sent for printing**
  - Senior Transportation/Taxi Voucher program – **Response to RFP being evaluated**
  - Develop structure for division Laser Fiche filing system (15% completed)
  - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

pom II
10

Preliminary Open Meeting Agenda Item III DART Report Paulk

pom III a

DECEMBER 2007

COMPREHENSIVE MONTHLY

finance report

CITY OF PLANO, TX

FEDERAL RESERVE NOTE
AB 39759569 E
B2
THIS NOTE IS LEGAL TENDER FOR ALL DEBTS, PUBLIC AND PRIVATE
100
ONE HUNDRED DOLLARS
THE UNITED STATES OF AMERICA

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:

1. 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.

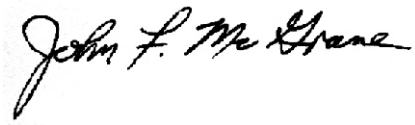
2. The **Economic Analysis** section contains a summary of the key economic indicators and an in-depth review with graphic illustrations.

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 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

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SECTION 1

Financial Analysis

City of Plano
Comprehensive Monthly Finance Report

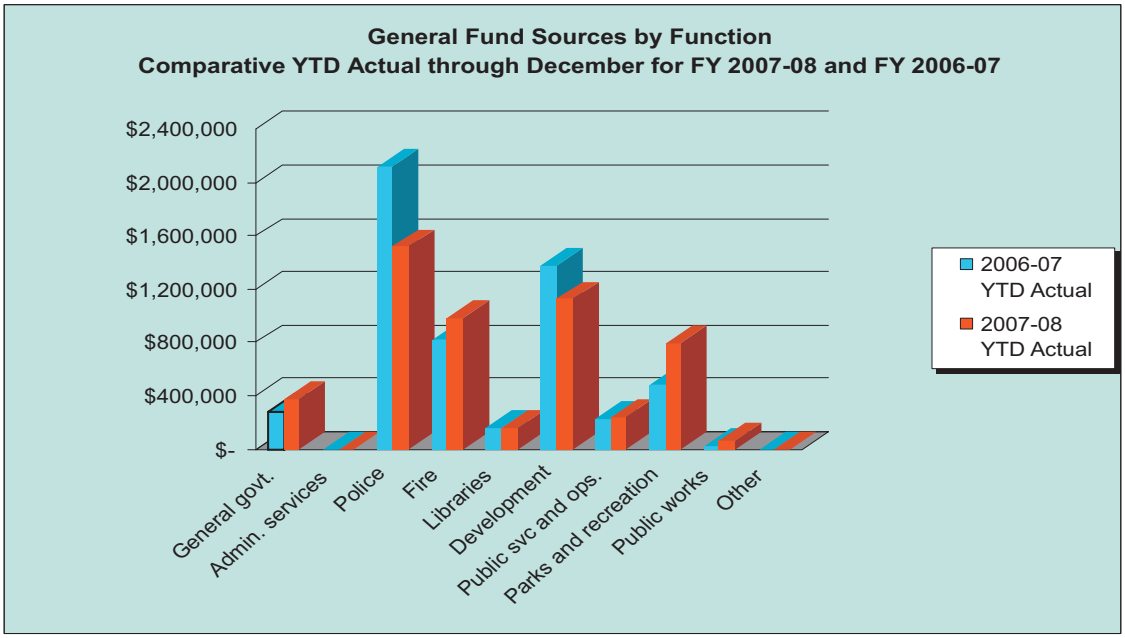
This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

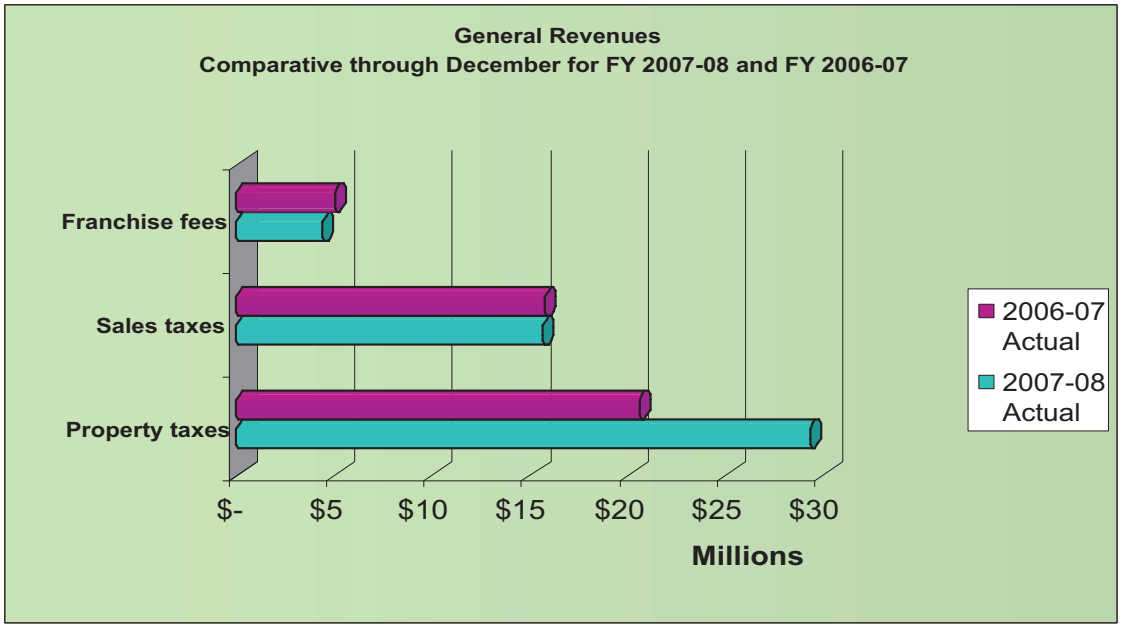
Report Notes December, 2007

The information represented in the graphs below is derived from the statement of activities which is located after this section. The statement of activities presents information demonstrating how the City's net assets are changing during the current fiscal year. The format of the statement of activities reports General Fund and Business-type revenues and expenses by function which provides readers with a broad overview of the City of Plano's finances.

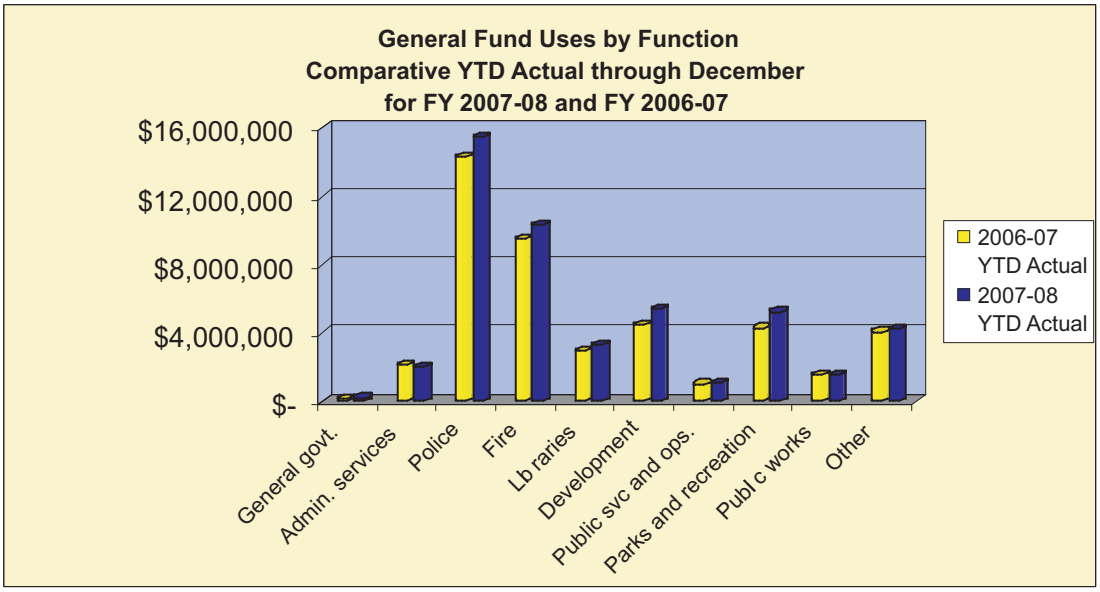
The information in this section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

Highlights of General Fund Variances





Report Notes Continued
December, 2007



General Government

- The City received reimbursement from Nextel in October of the prior year in the amount of $46,450 to cover employees' salaries in the Legal and Radio Shop departments working on the Nextel rebanding project.
- Costs associated with tuition reimbursement have increased over prior year by $19,626 attributed to an increase in budget which allows for reimbursement up to 100%.
- The Professional Development department has purchased a new projector in the current year costing $6,414.

Administrative Services

- The Human Resource Department has had a decrease of $26,271 in encumbrances in the current year for professional consulting services to provide direction to the deferred compensation steering committee regarding contractual issues with the new 457 provider. The contract is nearing completion with a completion date of February 2008.
- In the prior year, the Human Resource Department encumbered funds for services to be rendered in the amount of $9,999 to assist in the selection for health benefits assistance.

Police

- Court fines and forfeitures decreased year to date over prior year in the amount of $640,279 due to a decline in citations issued. Citations issued in the current year through December are recorded at 16,920 while citations issued for the same time period in prior year were 18,125. The decrease in citations and fines and forfeiture revenues is offset by an increase in collections from the City's internal and external collection agencies. This section of the Courts department is a state mandated function that began in April 2006. Warrants greater than 90 days from the issuance date that are not collected by the City are turned over to a service provider to pursue collections. The external provider is paid based on the number of warrants collected.
- Personal services increased over prior year by $688,783. The increase is primarily attributed to increased pay and benefit related costs as well as an increase in civil service employees over last fiscal year.
- In the current year, the Police department has purchased vehicular radio modems costing $14,581.

Report Notes Continued
December, 2007

Police cont.

- In the current fiscal year, the Police department incurred $146,405 in workers compensation claims and related administrative expenses. The departmental allocation process began in February of prior year whereas prior to that, the Risk Management department absorbed all workers compensation costs.
- The Police department spent $9,660 for criminal and traffic law publications in the current year which are purchased every other year.
- Refrigerated compartment storage lockers are on order in the current year for the Property/Evidence Unit within the Police department. The cost of these lockers totals $16,815.
- Replacement of 3 sirens that are part of the existing emergency warning system tower are encumbered in the current year in the amount of $12,619.
- Funds for a new television server are encumbered totaling $13,250 to provide the ability to stream, record and tune 8 analog television programs simultaneously. This is utilized for any media coverage pertaining to the Plano Police Department to be recorded.
- Expenses and encumbrances for software totaling $37,103 have been incurred in the current year. The jail has purchased new software that electronically monitors the status of prisoners and logs security checks. Additionally, various units within the Police department are utilizing new staffing management tools.
- Training expenses have increased over prior year by $23,665. Training is done on an as needed basis.
- Municipal garage charges to maintain police fleet increased over prior year by $59,900 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- Replacement charges for police equipment increased $36,639 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years. Additionally, a larger volume and amount of equipment is being depreciated in the current year.

Fire

- Ambulance service revenues increased $170,372 as compared to prior year primarily due to increased usage of services and collections of ambulance revenue.
- Personal services increased $365,558 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Payments for emergency medical advisory services have increased over prior year by $9,000 due to an increase in fees.
- The Office of Emergency Management and Homeland Security has spent funds in the amount of $34,994 for a new project that provides video conferencing capability.
- Replacement charges for fire rolling stock have increased over prior year by $87,333 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain fire fleet increased over prior year by $70,467 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- In the current fiscal year, the Fire department has incurred $62,582 in workers compensation claims and related administrative expenses. The departmental allocation process began in February of prior year whereas prior to that, the Risk Management department absorbed all workers compensation costs.

Report Notes Continued
December, 2007

Fire cont.

- Costs for medical examinations have increased over prior year by $29,434 primarily attributed to additional types of testing offered to City employees as part of the Wellness Program.
- Costs for training services have increased $64,559 primarily attributed to additional training courses offered, as well as an increase in personnel.
- Costs and encumbrances for ambulance services increased as compared to prior year by $110,206 due to timing of prior year's encumbrances.

Libraries

- Personal services increased $128,666 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Expenditures and encumbrances for library book purchases have increased $229,195 primarily due to an increase in volume and cost of books ordered in the current year which is reflected in the budget.

Development

- Building permit revenues decreased over prior year by $255,785 due to large commercial projects occurring in the prior year.
- Facilities Services experienced an increase in expenditures and encumbrances in janitorial services of $646,617 due to the expiration of one of the prior year's contracts resulting in month to month payments to the supplier. Additionally, the increase is also attributed to higher rates to comply with Green Building Standards, as well as adding the Tom Muehlenbeck Center facility.
- Demolition costs of $9,192 have been incurred in the current year due to a property owner failing to make necessary repairs. Therefore, this substandard property was ordered by the Building Standards Commission to be demolished.
- The Safe Streets Program has spent and encumbered $162,282 through December of the current year resulting in an increase over prior year as operations began in March 2007. Costs for this program consist of purchases for miscellaneous parts, inclusive of site preparation and clean up before installation of speed cushions.

Public Services and Operations

- Animal adoption revenues have increased $11,533 over prior year primarily due to an average increase of $12.30 per animal adoption. The average adoption fee is approximately $60 per animal.
- Medical and surgical supplies and medical services at the animal shelter have increased $5,607 and $5,696, respectively, due to requirement for all adopted animals to be spayed or neutered before leaving the animal shelter.
- Municipal garage charges to animal services fleet increased over prior year by $5,467 primarily attributed to an increase in animal service rolling stock inventory in addition to increased fuel rates.

Parks and Recreation

- The Parks and Recreation department has experienced an increase in membership revenues of $277,525 which is primarily attributed to the opening of the Tom Muehlenbeck Center in November of the current year.
- A portion of membership fees is used to fund replacement recreation equipment at the various facilities. Due to membership fees being higher in the current year, attributed to the Tom Muehlenbeck Center opening in November, revenues generated for replacement equipment have increased $88,459 as compared to prior year.

Report Notes Continued
December, 2007

Parks and Recreation cont.

- The Courtyard Theater received a donation from Plano Arts and Cultural Endowment in the amount of $49,000 in the current year which is to be used to purchase new interior lighting and equipment.
- Personal services increased $232,862 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Design services to prepare construction plans, specifications, details and special provisions and to perform other related consulting services in connection with waterproofing the Cox Building occurred in the current year costing $9,000, while $1,800 is encumbered to complete this project. Recently, the Cox Building has had some water damage on the first floor which the City leases from Plano Independent School District (PISD). Once the City pays the initial costs, PISD will reimburse the City as PISD is the owner of the Cox Building and the City is a tenant.
- Advertising costs associated with the Creative Arts Division have increased over prior year by $9,083 primarily attributed to the City sponsoring more of its own events as opposed to rental of facilities in prior year.
- Expenditures and encumbrances associated with the Tom Muehlenbeck Center have been incurred in the current year in the amount of $322,148 as this new facility opened in November of the current fiscal year. A portion of these expenditures was for purchase of an integrated customer relationship fitness management tool totaling $40,032.
- Expenditures and encumbrances for contractual services for grounds maintenance of park sites and restroom and litter cleanup have increased in the current year by $86,520. The increase is attributed to contractual changes as well as increased areas serviced.
- Purchase of chemicals for athletic fields has increased over prior year by $25,246. Efforts to increase athletic program participation have resulted in a need to improve athletic fields. Therefore, the Athletic Fields Maintenance department has increased purchases for fertilizer to cover 400 acres of athletic fields. The 2007-08 budget increased over prior year's re-estimate by $23,948.
- In the current year, Carpenter Park Recreation Center has two replacement elliptical cross trainers costing $11,993.
- Municipal garage charges to maintain parks and recreation fleet increased over prior year by $70,434 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- Replacement charges for parks and recreation rolling stock have increased over prior year by $46,408 due to timing of vehicles received and placed into service.
- Highpoint Tennis Center has funds encumbered for a security system to be installed in the current year costing $38,642.

Public Works

- In the current year, the Streets and Signals departments have received $28,026 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. Collections received through December in prior year were $1,285.
- Replacement charges for public works rolling stock have increased over prior year by $25,035 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain public works fleet increased over prior year by $100,316 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.

Report Notes Continued
December, 2007

Public Works cont.

- Personal services decreased $38,071 over prior year primarily due to $16,823 being paid in prior year for vacation buy back in the Streets and Signs and Markings departments. Additionally, these departments have experienced a reorganization resulting in lower salaries residing in these departments in the current year as compared to prior period.

Other

- Payments made in support of social services have increased $28,057 primarily due to increased funding in the current year.
- Electric payments have decreased over prior year by $96,133 primarily due to a mild summer experienced in the current year.
- Expenditures for interdepartmental water billings have increased $83,943 due to watering restrictions being lifted in July 2007.
- Technology services charges increased over prior year by $28,545 due to higher costs budgeted in the current year.
- Expenditures in the prior year in the amount of $104,475 for a street light audit conducted by an external contractor were incurred.
- $17,800 was encumbered in the prior year for contractual work to administer a service prioritization assessment requesting citizen feedback.
- In the prior year, the City spent $67,100 for 4,650 courses of Tamiflu vaccinations to be reserved for City employees and their immediate families in the event of a pandemic influenza outbreak.

Property Tax Revenues

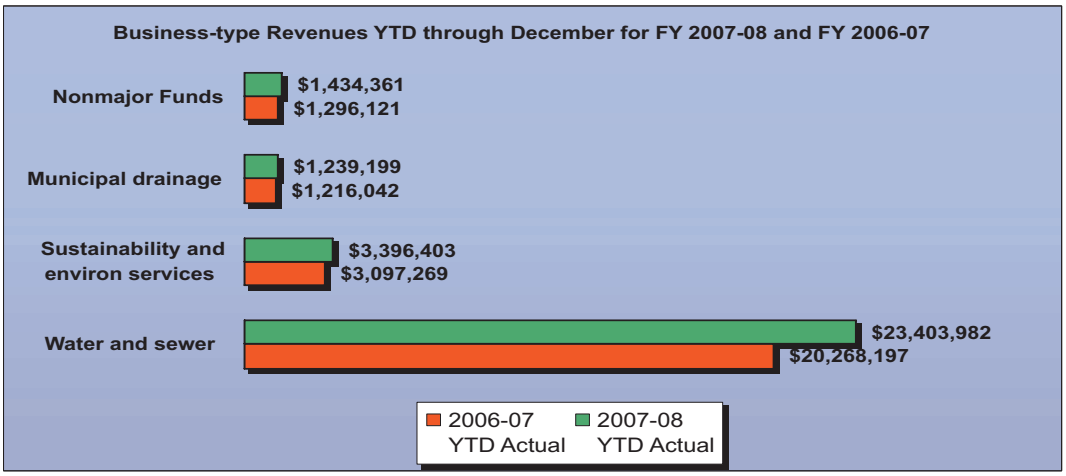
- Ad valorem tax revenues increased $8,732,065 over prior year primarily attributed to an increase in existing property values in addition to new property coming on-line in the current year. Additionally, timing of payments received also contributes to the increase.

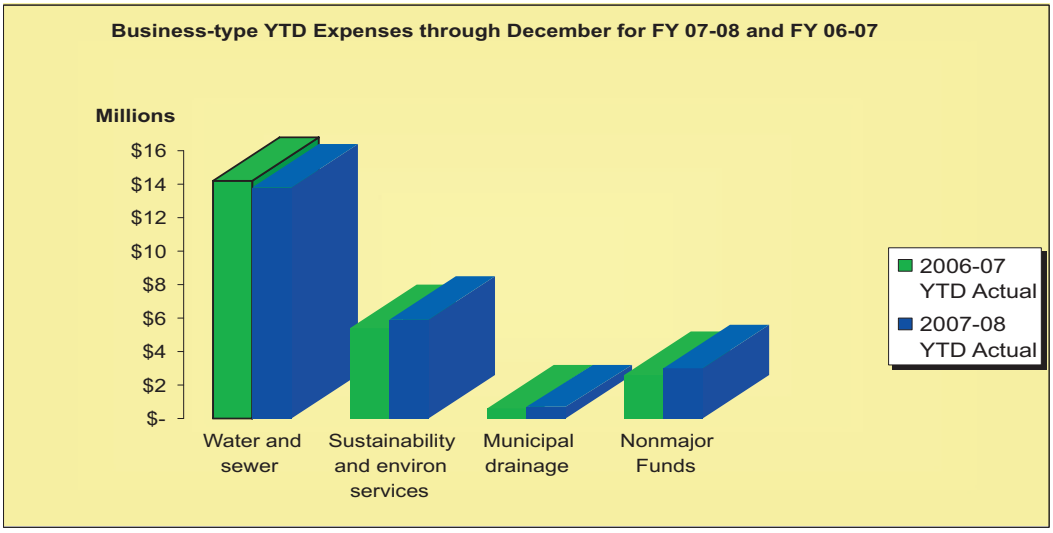
Sales Tax Revenues

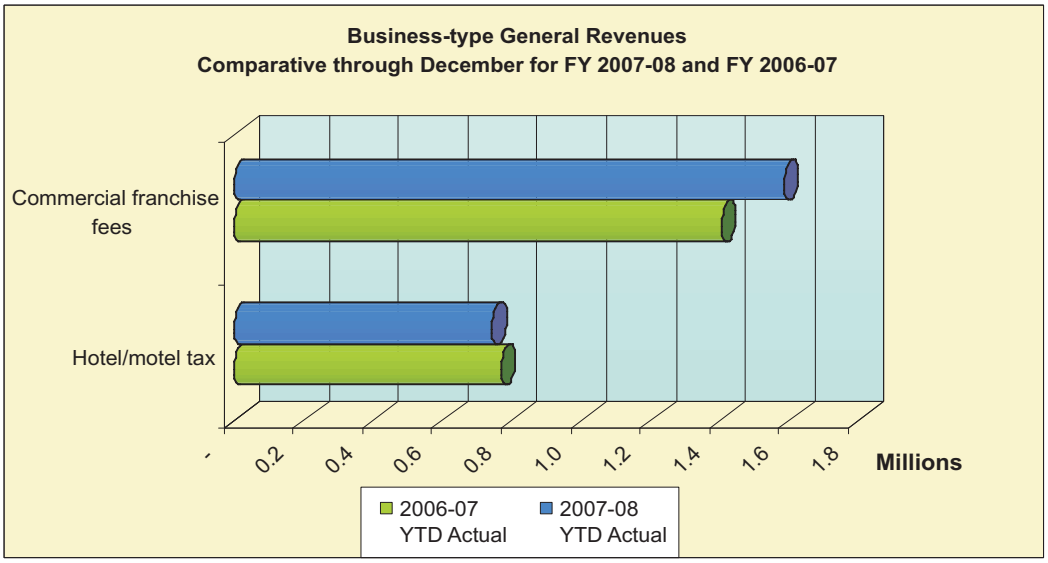
- Sales tax revenues decreased over prior year by $96,340 due to a decline in the utility and telecommunication industries business. When comparing the cash received in the months of December 2007 and December 2006, an increase of 4.3% is noted in sales tax revenues.

Report Notes Continued
December, 2007

Highlights of General Fund Variances







Report Notes Continued
December, 2007

Water and Sewer

- Water and sewer revenues increased over prior year by $2,311,819 and $799,176, respectively. Overall water consumption for the current year is up as compared to the same time period in the prior year due to water restrictions being lifted in July 2007. Sewer income increased due to a more stable three year winter quarter averaging as well as increased water consumption by non-residential water users.
- Water penalty revenues have increased over prior year by $74,560 primarily due to an increase in water bills of late paying customers, as a result of watering restrictions being lifted.
- Expenses and encumbrances to Datamatic.Com for capital outlay and maintenance parts pertaining to the automated meter reading project have decreased over prior year by $602,939. The current phase of the project is now complete and therefore, replacements will be expensed in the current year. The next phase of the project will begin later in this fiscal year.
- Water meter purchases are lower than prior year by $67,254. A new program will be implemented over the next several years that will replace water meters and AMR devices. Therefore, water meter replacements have ceased until this program begins.
- Services for debris hauling have increased over prior year by $102,654 due to timing of encumbrances. In prior year, the City encumbered funds for debris hauling services beginning in June 2007.
- Payment to North Texas Municipal Water District (NTMWD) for water services increased over prior year by $268,571 due to an increase in contractual amounts.

Sustainability and Environmental Services

- Commercial franchise fee revenues increased over prior year by $179,589. Commercial franchise revenues are based upon commercial tonnage disposed, which has increased over prior year, in addition to an increase in the number of commercial entities serviced.
- Residential solid waste revenues are $107,060 higher than prior year primarily due to an increase in rates for use of 95-gallon carts. The rate increased from $12.75 per month in the prior year to $13.85 per month in the current year. Approximately 98% of customers utilize the 95-gallon cart.
- Recycling revenues increased over prior year by $86,696 primarily due to an increase in the market. Due to the nature of the recycling business, the recycling market fluctuates and when comparing year to date revenues over last year, the recycling market has increased.
- Tipping fee revenues increased over prior year by $94,558 primarily due to an increase in volume of materials brought to the City. These revenues are collected when other cities and commercial businesses bring yard waste, wood and other types of material used to make compost products to the City.
- Payment to NTMWD increased $105,820 over prior year. Payments are based on contractual amounts.
- Municipal garage charges to environmental waste fleet increased over prior year by $104,560 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- In the current fiscal year, the Sustainability and Environmental Services cost centers have incurred $79,165 in workers compensation claims and related administrative expenses. The departmental allocation process began in February of prior year whereas prior to that, the Risk Management department absorbed all workers compensation costs.
- Replacement charges for environmental waste services rolling stock have increased over prior year by $47,302 due to timing of vehicles received and placed into service.
- Costs for equipment rentals have been incurred in the current year to manage a fire that occurred in October 2007 at the Melissa Compost Site totaling $27,173. Additional expenses are expected but have not been billed to the City.

Report Notes Continued
December, 2007

Municipal Drainage

- Expenses and encumbrances are higher than prior year by $131,559 due to timing of encumbrances made for sweeping services. The amount budgeted for the current year is comparable to prior year's budget.

Civic Center

- Inside catering revenues have increased $70,234 attributed to a large corporate customer spending $20,000 more in the current year as well as several corporate holiday events purchasing food this year. As a result, food costs to the City have increased over prior year by $37,429.
- Payments made in support of cultural arts and historic preservation have increased $34,584 and $66,810, respectively, due to increased funding in the current year as compared to prior year's re-estimate.
- Funds totaling $20,160 are spent and encumbered in the current year to expand the parking lot at Plano Center.
- Funds for a replacement phone system have been spent in the current fiscal year costing $71,582.

Golf Course

- Golf revenues are lower by $5,537 primarily due to an increase in utilization of the golf course on weekdays as opposed to weekends. Green fees on weekdays are lower than weekend rates.
- In efforts to increase business in the current year, flyers were distributed to promote Pecan Hollow Golf Course. These advertising costs totaled $7,404.

Recreation Revolving

- Revenues generated from Christmas events offered through the Leisure Catalog increased over prior year by $4,414 as the result of late fees charged for booth applications. A late fee was not charged in the prior year.
- Costs for personal services increased $58,388 primarily due to the opening of the Tom Muehlenbeck Center in November 2007.
- Encumbrances for printing of the Leisure Catalog have increased $86,592 due to timing of encumbrances.

Property Management

- Contractual services have decreased primarily due to encumbrances in the prior year in the amount of $37,724 for work related to parking lot improvements and building repairs at Downtown Center North.

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SECTION 1A

Financial Summary

City of Plano
Comprehensive Monthly Finance Report

City of Plano, Texas
Statement of Activities
For the Period Ended December 31, 2007

Function/Program Activities	Expenses/Expenditures Budget	Expenses/Expenditures Actual/Encumb.	Expenses/Expenditures Actual & Encumb./ Budget	Program Revenues Budget	Program Revenues Actual	Program Revenues Actual/ Budget	Net (Expense) Revenue and Changes in Net Assets: General Fund Budget	General Fund Actual	Business-type Activities Budget	Business-type Activities Actual	Actual Total
General Fund											
General Fund Activities:											
General government	$ 844,170	$ 207,814	24.6%	$ 857,499	$ 372,166	43.4%	$ 13,329	$ 164,352			$ 164,352
Administrative services	9,038,063	2,066,724	22.9%	-	-	-	(9,038,063)	(2,066,724)			(2,066,724)
Police	63,596,577	15,483,329	24.3%	10,037,231	1,518,906	15.1%	(53,559,346)	(13,964,423)			(13,964,423)
Fire	42,876,116	10,346,656	24.1%	3,851,147	982,122	25.5%	(39,024,969)	(9,364,534)			(9,364,534)
Libraries	11,911,444	3,331,673	28.0%	511,090	154,142	30.2%	(11,400,354)	(3,177,531)			(3,177,531)
Development	21,389,456	5,456,689	25.5%	4,523,686	1,124,970	24.9%	(16,865,770)	(4,331,719)			(4,331,719)
Public services and operations	4,871,749	1,106,202	22.7%	995,805	232,210	23.3%	(3,875,944)	(873,992)			(873,992)
Parks and recreation	23,374,955	5,252,093	22.5%	2,504,577	789,540	31.5%	(20,870,378)	(4,462,553)			(4,462,553)
Public works	6,106,267	1,592,417	26.1%	30,000	57,217	190.7%	(6,076,267)	(1,535,200)			(1,535,200)
Other	17,407,930	4,229,792	24.3%	331,306	-	-	(17,076,624)	(4,229,792)			(4,229,792)
Total General Fund	201,416,727	49,073,389	24.4%	23,642,341	5,231,273	22.1%	(177,774,386)	(43,842,116)			(43,842,116)
Business-type Activities:											
Water and sewer	67,418,780	13,843,269	20.5%	98,832,952	23,403,982	23.7%			$ 31,414,172	$ 9,560,713	9,560,713
Sustainability and environ services	20,110,852	5,852,156	29.1%	14,373,338	3,396,403	23.6%			(5,737,514)	(2,455,753)	(2,455,753)
Municipal drainage	2,579,209	620,200	24.0%	4,723,698	1,239,199	26.2%			2,144,489	618,999	618,999
Civic center	7,838,996	2,037,695	26.0%	2,551,589	724,055	28.4%			(5,287,407)	(1,313,640)	(1,313,640)
Municipal golf course	896,915	228,729	25.5%	943,050	160,432	17.0%			46,135	(68,297)	(68,297)
Property management	27,000	19,314	71.5%	78,861	15,008	19.0%			51,861	(4,306)	(4,306)
Recreation revolving	2,931,931	630,628	21.5%	2,902,192	534,866	18.4%			(29,739)	(95,762)	(95,762)
Downtown center development	45,000	47,918	106.5%	67,678	-	-			22,678	(47,918)	(47,918)
Total business-type activities	101,848,683	23,279,909	22.9%	124,473,358	29,473,945	23.7%	-	-	22,624,675	6,194,036	6,194,036
Total	$ 303,265,410	$ 72,353,298		$ 148,115,699	$ 34,705,218		(177,774,386)	(43,842,116)	22,624,675	6,194,036	(37,648,080)

	General Revenues Budget	General Revenues Actual	Budget	Actual	
General revenues:					
Property taxes	77,466,721	29,275,381	-	-	29,275,381
Sales taxes	61,181,328	15,631,299	-	-	15,631,299
Other taxes	1,118,849	38,332	-	-	38,332
Hotel/Motel tax	-	-	4,518,066	742,453	742,453
Franchise fees	20,388,866	4,372,262	6,351,573	1,582,757	5,955,019
Investment income	2,918,908	442,092	476,750	132,221	574,313
Total general revenues	163,074,672	49,759,366	11,346,389	2,457,431	52,216,797
Change in net assets	(14,699,714)	5,917,250	33,971,064	8,651,467	14,568,717
Net assets - beginning		45,683,660		352,587,751	398,271,411
Net assets - ending		$ 51,600,910		$ 361,239,218	$ 412,840,128

Monthly Financial Summary Report
Through December 31 of Fiscal Years 2008, 2007, and 2006
General Fund

	Fiscal Year	Annual Budget	3 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Ad valorem tax	2008	$ 77,467,000	29,275,000	37.8%	151.16
	2007	69,461,000	20,543,000	29.6%	118.30
	2006	61,823,000	21,869,000	35.4%	141.49
Sales tax	2008	61,181,000	15,631,000	25.5%	102.20
	2007	57,606,000	15,728,000	27.3%	109.21
	2006	50,590,000	13,447,000	26.6%	106.32
Other revenue	2008	48,069,000	10,085,000	21.0%	83.92
	2007	46,259,000	10,940,000	23.6%	94.60
	2006	44,632,000	7,223,000	16.2%	64.73
TOTAL REVENUE	2008	186,717,000	54,991,000	29.5%	117.81
	2007	173,326,000	47,211,000	27.2%	108.95
	2006	157,045,000	42,539,000	27.1%	108.35
EXPENDITURES & ENCUMBRANCES:					
Current operating	2008	$ 199,162,000	48,137,000	24.2%	96.68
	2007	188,784,000	44,033,000	23.3%	93.30
	2006	173,594,000	41,255,000	23.8%	95.06
Capital outlay	2008	2,255,000	936,000	41.5%	166.03
	2007	1,466,000	520,000	35.5%	141.88
	2006	1,697,000	738,000	43.5%	173.95
Total expenditures and encumbrances	2008	201,417,000	49,073,000	24.4%	97.46
	2007	190,250,000	44,553,000	23.4%	93.67
	2006	175,291,000	41,993,000	24.0%	95.82
Excess (deficiency) of revenues over (under) expenditures	2008	(14,700,000)	5,918,000	-	-
	2007	(16,924,000)	2,658,000	-	-
	2006	(18,246,000)	546,000	-	-
OTHER FINANCING SOURCES (USES)					
Transfers in	2008	16,609,000	4,152,000	25.0%	99.99
	2007	16,397,000	4,099,000	25.0%	99.99
	2006	15,153,000	3,788,000	25.0%	99.99
Transfers out	2008	(21,947,000)	(5,584,000)	25.4%	101.77
	2007	(21,055,000)	(5,357,000)	25.4%	101.77
	2006	(13,270,000)	(3,615,000)	27.2%	108.97
NET CHANGE IN FUND BALANCES	2008	(20,038,000)	4,486,000		
	2007	(21,582,000)	1,400,000		
	2006	(16,363,000)	719,000		
FUND BALANCES-BEGINNING	2008		45,684,000		
	2007		48,805,000		
	2006		39,224,000		
FUND BALANCES-ENDING DECEMBER 31	2008		50,170,000		
	2007		50,205,000		
	2006		39,943,000		

Monthly Financial Summary Report
Through December 31 of Fiscal Years 2008, 2007, and 2006
Water and Sewer Fund

	Fiscal Year	Annual Budget	3 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Water and sewer revenue	2008	$ 96,340,000	22,813,000	23.7%	94.72
	2007	93,434,000	19,709,000	21.1%	84.38
	2006	83,000,000	21,730,000	26.2%	104.72
Other fees and service charges	2008	2,693,000	573,000	21.3%	85.11
	2007	2,556,000	646,000	25.3%	101.10
	2006	2,360,000	604,000	25.6%	102.37
TOTAL REVENUE	2008	99,033,000	23,386,000	23.6%	94.46
	2007	95,990,000	20,355,000	21.2%	84.82
	2006	85,360,000	22,334,000	26.2%	104.66
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	1,245,000	79,000	6.3%	25.38
	2007	80,000	150,000	187.5%	750.00
	2006	70,000	356,000	508.6%	2034.29
Other expenses & encumbrances	2008	66,174,000	13,764,000	20.8%	83.20
	2007	63,810,000	14,053,000	22.0%	88.09
	2006	58,788,000	12,730,000	21.7%	86.62
Total expenses and encumbrances	2008	67,419,000	13,843,000	20.5%	82.13
	2007	63,890,000	14,203,000	22.2%	88.92
	2006	58,858,000	13,086,000	22.2%	88.93
Excess (deficiency) of revenues over (under) expenses	2008	31,614,000	9,543,000	-	-
	2007	32,100,000	6,152,000	-	-
	2006	26,502,000	9,248,000	-	-
TRANSFERS IN (OUT)					
Transfers in	2008	254,000	64,000	25.2%	100.79
	2007	268,000	67,000	25.0%	100.00
	2006	230,000	57,000	24.8%	99.13
Transfers out	2008	(30,889,000)	(7,722,000)	25.0%	100.00
	2007	(30,208,000)	(7,559,000)	25.0%	100.09
	2006	(28,082,000)	(7,020,000)	25.0%	99.99
CHANGE IN NET ASSETS	2008	$ 979,000	1,885,000		
	2007	2,160,000	(1,340,000)		
	2006	(1,350,000)	2,285,000		
TOTAL NET ASSETS-BEGINNING	2008		315,706,000		
	2007		324,871,000		
	2006		317,131,000		
TOTAL NET ASSETS-ENDING DECEMBER 31	2008		317,591,000		
	2007		323,531,000		
	2006		319,416,000		

Monthly Financial Summary Report
Through December 31 of Fiscal Years 2008, 2007, and 2006
Sustainability and Environmental Services Fund

	Fiscal Year	Annual Budget	3 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Commerical solid waste franchise	2008	$ 6,352,000	1,583,000	24.9%	99.69
	2007	5,901,000	1,403,000	23.8%	95.10
	2006	5,307,000	1,276,000	24.0%	96.17
Refuse collection revenue	2008	12,273,000	3,101,000	25.3%	101.07
	2007	12,078,000	2,905,000	24.1%	96.21
	2006	11,106,000	2,771,000	25.0%	99.80
Other fees and service charges	2008	2,100,000	303,000	14.4%	57.71
	2007	1,545,000	185,000	12.0%	47.90
	2006	1,367,000	197,000	14.4%	57.64
TOTAL REVENUE	2008	20,725,000	4,987,000	24.1%	96.25
	2007	19,524,000	4,493,000	23.0%	92.05
	2006	17,780,000	4,244,000	23.9%	95.48
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	142,000	1,000	0.7%	2.82
	2007	312,000	-	-	-
	2006	532,000	268,000	50.4%	201.50
Other expenses & encumbrances	2008	19,969,000	5,851,000	29.3%	117.20
	2007	18,531,000	5,412,000	29.2%	116.82
	2006	17,043,000	5,068,000	29.7%	118.95
Total expenses and encumbrances	2008	20,111,000	5,852,000	29.1%	116.39
	2007	18,843,000	5,412,000	28.7%	114.89
	2006	17,575,000	5,336,000	30.4%	121.45
Excess (deficiency) of revenues over (under) expenses	2008	614,000	(865,000)	-	-
	2007	681,000	(919,000)	-	-
	2006	205,000	(1,092,000)	-	-
TRANSFERS IN (OUT)					
Transfers in	2008	100,000	25,000	25.0%	100.00
	2007	85,000	21,000	24.7%	98.82
	2006	-	-	-	-
Transfers out	2008	(1,175,000)	(294,000)	25.0%	100.09
	2007	(1,205,000)	(301,000)	25.0%	99.92
	2006	(1,176,000)	(294,000)	25.0%	100.00
CHANGE IN NET ASSETS	2008	$ (461,000)	(1,134,000)		
	2007	(439,000)	(1,199,000)		
	2006	(971,000)	(1,386,000)		
TOTAL NET ASSETS-BEGINNING	2008		2,308,000		
	2007		1,759,000		
	2006		2,578,000		
TOTAL NET ASSETS-ENDING DECEMBER 31	2008		1,174,000		
	2007		560,000		
	2006		1,192,000		

Monthly Financial Summary Report
Through December 31 of Fiscal Years 2008, 2007, and 2006
Municipal Drainage Fund

	Fiscal Year	Annual Budget	3 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Fees and service charges	2008	$ 4,724,000	1,239,000	26.2%	104.91
	2007	4,700,000	1,216,000	25.9%	103.49
	2006	4,812,000	1,196,000	24.9%	99.42
Miscellaneous revenue	2008	125,000	62,000	49.6%	198.40
	2007	109,000	46,000	42.2%	168.81
	2006	47,000	23,000	48.9%	195.74
TOTAL REVENUE	2008	4,849,000	1,301,000	26.8%	107.32
	2007	4,809,000	1,262,000	26.2%	104.97
	2006	4,859,000	1,219,000	25.1%	100.35
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	-	-	-	-
	2007	28,000	-	-	-
	2006	27,000	2,000	7.4%	29.63
Other expenses & encumbrances	2008	2,579,000	620,000	24.0%	96.16
	2007	2,682,000	596,000	22.2%	88.89
	2006	2,561,000	602,000	23.5%	94.03
Total expenses and encumbrances	2008	2,579,000	620,000	24.0%	96.16
	2007	2,710,000	596,000	22.0%	87.97
	2006	2,588,000	604,000	23.3%	93.35
Excess (deficiency) of revenues over (under) expenses	2008	2,270,000	681,000	-	-
	2007	2,099,000	666,000	-	-
	2006	2,271,000	615,000	-	-
TRANSFERS OUT					
Operating transfers out	2008	(2,711,000)	(678,000)	25.0%	100.04
	2007	(2,559,000)	(640,000)	25.0%	100.04
	2006	(2,441,000)	(609,000)	24.9%	99.80
CHANGE IN NET ASSETS	2008	(441,000)	3,000		
	2007	(460,000)	26,000		
	2006	(170,000)	6,000		
TOTAL NET ASSETS-BEGINNING	2008		21,106,000		
	2007		20,754,000		
	2006		17,924,000		
TOTAL NET ASSETS-ENDING DECEMBER 31	2008		21,109,000		
	2007		20,780,000		
	2006		17,930,000		

Monthly Financial Summary Report
Through December 31 of Fiscal Years 2008, 2007, and 2006
NonMajor Business-Type Funds

	Fiscal Year	Annual Budget	3 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Hotel/motel tax	2008	$ 4,518,000	742,000	16.4%	65.69
	2007	4,009,000	769,000	19.2%	76.73
	2006	3,411,000	812,000	23.8%	95.22
Other revenue	2008	6,695,000	1,515,000	22.6%	90.52
	2007	6,324,000	1,347,000	21.3%	85.20
	2006	6,071,000	1,282,000	21.1%	84.47
TOTAL REVENUE	2008	11,213,000	2,257,000	20.1%	80.51
	2007	10,333,000	2,116,000	20.5%	81.91
	2006	9,482,000	2,094,000	22.1%	88.34
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	81,000	98,000	121.0%	483.95
	2007	52,000	-	0.0%	0.00
	2006	5,000	-	-	-
Other expenses & encumbrances	2008	11,659,000	2,866,000	24.6%	98.33
	2007	10,469,000	2,542,000	24.3%	97.12
	2006	9,521,000	2,295,000	24.1%	96.42
Total expenses and encumbrances	2008	11,740,000	2,964,000	25.2%	100.99
	2007	10,521,000	2,542,000	24.2%	96.64
	2006	9,526,000	2,295,000	24.1%	96.37
Excess (deficiency) of Revenues over (under) expenses	2008	(527,000)	(707,000)	-	-
	2007	(188,000)	(426,000)	-	-
	2006	(44,000)	(201,000)	-	-
TRANSFERS OUT:					
Operating transfers out	2008	(1,121,000)	(281,000)	25.1%	100.27
	2007	(671,000)	(168,000)	25.0%	100.15
	2006	(558,000)	(140,000)	25.1%	100.36
CHANGE IN NET ASSETS	2008	(1,648,000)	(988,000)		
	2007	(859,000)	(594,000)		
	2006	(602,000)	(341,000)		
TOTAL NET ASSETS-BEGINNING	2008		13,468,000		
	2007		12,926,000		
	2006		11,317,000		
TOTAL NET ASSETS-ENDING DECEMBER 31	2008		12,480,000		
	2007		12,332,000		
	2006		10,976,000		

Monthly Financial Summary Report
Through December 31 of Fiscal Years 2008, 2007, and 2006
Economic Development Fund

	Fiscal Year	Annual Budget	3 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Miscellaneous revenue	2008	$ 185,000	124,000	67.0%	268.11
	2007	-	34,000	-	-
	2006	-	18,000	-	-
EXPENSES & ENCUMBRANCES					
Personal services	2008	551,000	129,000	23.4%	93.65
	2007	529,000	126,000	23.8%	95.27
	2006	528,000	98,000	18.6%	74.24
Materials and supplies	2008	24,000	13,000	54.2%	216.67
	2007	26,000	20,000	76.9%	307.69
	2006	23,000	5,000	21.7%	86.96
Contractual / professional and other	2008	6,275,000	47,000	0.7%	3.00
	2007	6,276,000	47,000	0.7%	3.00
	2006	183,000	45,000	24.6%	98.36
Capital outlay	2008	-	-	-	-
	2007	-	7,000	-	-
	2006	-	-	-	-
Total Expenses and Encumbrances	2008	6,850,000	189,000	2.8%	11.04
	2007	6,831,000	200,000	2.9%	11.71
	2006	734,000	148,000	20.2%	80.65
Excess (Deficiency) of Revenues Over (Under) Expenses	2008	(6,665,000)	(65,000)	-	-
	2007	(6,831,000)	(166,000)	-	-
	2006	(734,000)	(130,000)	-	-
TRANSFERS IN					
Operating transfers in	2008	6,850,000	1,712,000	25.0%	99.97
	2007	6,831,000	1,708,000	25.0%	100.01
	2006	734,000	184,000	25.1%	100.27
CHANGE IN NET ASSETS	2007	185,000	1,647,000		
	2006	-	1,542,000		
	2005	-	54,000		
TOTAL NET ASSETS-BEGINNING	2008		6,941,000		
	2007		885,000		
	2006		819,000		
TOTAL NET ASSETS-ENDING DECEMBER 31	2008		8,588,000		
	2007		2,427,000		
	2006		873,000		

Equity in Treasury Pool
December 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 12/31/07	TOTAL 10/01/07	TOTAL 12/31/06
GENERAL FUND:						
01	General	$ 92,000	44,663,000	44,755,000	39,348,000	42,420,000
77	Payroll	-	2,012,000	2,012,000	1,894,000	1,886,000
24	City Store	-	9,000	9,000	9,000	8,000
		92,000	46,684,000	46,776,000	41,251,000	44,314,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	18,917,000	18,917,000	4,675,000	12,642,000
		-	18,917,000	18,917,000	4,675,000	12,642,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	531,000	531,000	523,000	472,000
23	Street Enhancement	-	1,530,000	1,530,000	1,507,000	1,357,000
25	1991 Police & Courts Facility	-	1,678,000	1,678,000	1,653,000	1,462,000
27	1991 Library Facility	-	646,000	646,000	637,000	351,000
28	1991 Fire Facility	-	1,972,000	1,972,000	1,943,000	1,286,000
29	Technology Improvements	-	255,000	255,000	252,000	83,000
31	Municipal Facilities	-	421,000	421,000	414,000	385,000
32	Park Improvements	-	4,807,000	4,807,000	4,737,000	4,153,000
33	Street & Drainage Improvement	-	2,569,000	2,569,000	2,454,000	1,763,000
35	Capital Reserve	-	38,023,000	38,023,000	36,993,000	34,104,000
38	DART L.A.P.	-	743,000	743,000	732,000	714,000
39	Spring Creekwalk	-	23,000	23,000	23,000	22,000
52	Park Service Areas	-	5,744,000	5,744,000	5,573,000	5,255,000
53	Creative & Performing Arts	-	2,038,000	2,038,000	2,009,000	1,632,000
54	Animal Control Facilities	-	253,000	253,000	249,000	198,000
59	Service Center	-	128,000	128,000	126,000	120,000
60	Joint Use Facilities	-	581,000	581,000	573,000	540,000
85	Public Arts	-	100,000	100,000	99,000	16,000
110	G.O. Bond Clearing - 1999	-	408,000	408,000	519,000	1,550,000
190	G.O. Bond Clearing - 2000	-	3,694,000	3,694,000	3,641,000	3,686,000
230	Tax Notes Clearing - 2001	-	1,415,000	1,415,000	2,231,000	2,484,000
240	G.O. Bond Clearing - 2001-A	-	185,000	185,000	182,000	184,000
250	Tax Notes Clearing - 2001-A	-	161,000	161,000	158,000	195,000
270	G.O. Bond Refund/Clearing - 2003	-	1,109,000	1,109,000	1,183,000	1,391,000
310	G.O. Bond Refund/Clearing - 2005	-	1,015,000	1,015,000	1,000,000	941,000
093	G.O. Bond Clearing - 2006	-	1,486,000	1,486,000	1,806,000	26,305,000
089	C.O. Bond Clearing - 2006	-	376,000	376,000	371,000	2,626,000
102	G.O. Bond Clearing - 2007	-	21,991,000	21,991,000	27,382,000	-
105	Tax Notes Clearing - 2007	-	6,715,000	6,715,000	6,992,000	-
		-	100,597,000	100,597,000	105,962,000	93,275,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	239,000	239,000	236,000	133,000
34	Sewer CIP	-	7,335,000	7,335,000	9,218,000	4,563,000
36	Water CIP	-	5,056,000	5,056,000	5,121,000	4,384,000
37	Downtown Center Development	-	81,000	81,000	95,000	56,000
41	Water & Sewer - Operating	463,000	(3,413,000)	(2,950,000)	(7,614,000)	5,734,000
42	Water & Sewer - Debt Service	-	1,181,000	1,181,000	641,000	2,893,000
43	Municipal Drainage - Debt Service	-	2,950,000	2,950,000	2,805,000	2,680,000
44	W & S Impact Fees Clearing	-	2,815,000	2,815,000	2,731,000	2,753,000
45	Sustainability & Environmental Services	81,000	550,000	631,000	1,019,000	(864,000)
46	Convention & Tourism	4,000	3,707,000	3,711,000	4,172,000	2,906,000
81	Friends of Plano Centre	-	4,000	4,000	4,000	4,000
47	Municipal Drainage	31,000	4,247,000	4,278,000	4,189,000	3,800,000
48	Municipal Golf Course	-	96,000	96,000	165,000	109,000
49	Property Management	-	401,000	401,000	386,000	381,000
51	Recreation Revolving	-	727,000	727,000	1,095,000	622,000
95	W & S Bond Clearing - 1990	-	-	-	-	186,000
96	W & S Bond Clearing - 1991	-	-	-	-	103,000
101	W & S Bond Clearing - 1993A	-	-	-	-	278,000
103	Municipal Bond Drain Clearing-1995	-	-	-	-	265,000
104	Municipal Drain Bond Clearing-1996	-	176,000	176,000	173,000	166,000
107	Municipal Drain Bond Clearing-1997	-	-	-	-	235,000
108	Municipal Drain Bond Clearing-1998	-	-	-	-	79,000
210	Municipal Drain Bond Clearing-1999	-	-	-	-	147,000
260	Municipal Drain Rev Bond Clearing - 2001	-	-	-	-	122,000
280	Municipal Drain Rev Bond Clearing - 2003	-	-	-	-	32,000
320	Municipal Drain Rev Bond Clearing - 2005	-	300,000	300,000	530,000	977,000
094	Municipal Drain Rev Bond Clearing - 2006	-	1,082,000	1,082,000	1,545,000	1,479,000
330	Municipal Drain Rev Bond Clearing - 2007	-	2,957,000	2,957,000	2,914,000	-
		579,000	30,491,000	31,070,000	29,425,000	34,223,000

Equity in Treasury Pool
December 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 12/31/07	TOTAL 10/01/07	TOTAL 12/31/06
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	112,000	112,000	22,000	271,000
4	TIF-Mall	-	50,000	50,000	50,000	40,000
5	TIF-East Side	-	7,794,000	7,794,000	7,789,000	5,891,000
11	LLEBG-Police Grant	-	120,000	120,000	123,000	71,000
12	Criminal Investigation	-	924,000	924,000	1,009,000	894,000
13	Grant	-	(837,000)	(837,000)	-	(173,000)
14	Wireline Fees	-	324,000	324,000	364,000	308,000
15	Judicial Efficiency	-	118,000	118,000	113,000	105,000
16	Industrial	-	18,000	18,000	17,000	17,000
17	Intergovernmental	-	588,000	588,000	491,000	451,000
18	Government Access/CATV	-	674,000	674,000	571,000	172,000
19	Teen Court Program	-	43,000	43,000	40,000	34,000
20	Municipal Courts Technology	-	1,419,000	1,419,000	1,412,000	1,283,000
55	Municipal Court-Building Security Fees	-	1,259,000	1,259,000	1,244,000	1,176,000
56	911 Reserve Fund	-	7,468,000	7,468,000	7,121,000	6,134,000
57	State Library Grants	-	16,000	16,000	23,000	18,000
67	Disaster Relief	-	1,158,000	1,158,000	1,141,000	1,092,000
68	Animal Shelter Donations	-	137,000	137,000	125,000	86,000
73	Memorial Library	-	262,000	262,000	192,000	205,000
86	Juvenile Case Manager	-	137,000	137,000	136,000	104,000
87	Traffic Safety	-	767,000	767,000	665,000	340,000
88	Child Safety	-	787,000	787,000	679,000	895,000
		-	23,338,000	23,338,000	23,327,000	19,414,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	1,617,000	1,617,000	1,593,000	2,307,000
9	Technology Infrastructure	-	4,147,000	4,147,000	4,087,000	3,884,000
58	PC Replacement	-	1,524,000	1,524,000	1,568,000	1,267,000
61	Equipment Maintenance	-	(5,017,000)	(5,017,000)	(4,933,000)	(304,000)
62	Information Technology	-	(118,000)	(118,000)	69,000	2,160,000
63	Office Services	-	(285,000)	(285,000)	(237,000)	35,000
64	Warehouse	-	199,000	199,000	207,000	164,000
65	Property/Liability Loss	-	7,956,000	7,956,000	7,156,000	5,169,000
66	Technology Services	-	12,086,000	12,086,000	11,617,000	9,706,000
71	Equipment Replacement	-	12,041,000	12,041,000	11,371,000	5,086,000
78	Health Claims	-	29,124,000	29,124,000	27,113,000	20,949,000
79	Parkway Service Ctr. Expansion	-	(29,000)	(29,000)	(28,000)	(12,000)
		-	63,245,000	63,245,000	59,583,000	50,411,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	55,000	55,000	52,000	46,000
8	Library Training Lab	-	7,000	7,000	6,000	8,000
69	Collin County Seized Assets	-	290,000	290,000	295,000	326,000
74	Developers' Escrow	-	4,096,000	4,096,000	4,112,000	4,762,000
76	Economic Development	-	8,686,000	8,686,000	7,228,000	2,705,000
84	Rebate	-	1,045,000	1,045,000	1,152,000	1,171,000
		-	14,179,000	14,179,000	12,845,000	9,018,000
TOTAL		$ 671,000	297,451,000	298,122,000	277,068,000	263,297,000

		CASH	TRUST INVESTMENTS	TOTAL 12/31/07	TOTAL 10/01/07	TOTAL 12/31/06
TRUST FUNDS						
42	Water & Sewer Reserve	-	-	-	-	960,000
72	Retirement Security Plan	-	70,008,000	70,008,000	70,007,000	58,403,000
TOTAL TRUST FUNDS		$ -	70,008,000	70,008,000	70,007,000	59,363,000

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, 2007 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	23,988,000
Local Government Investment Pool	103,122,000
Federal Securities	134,524,000
Certificates of Deposit	34,000,000
Fair Value Adjustment	586,000
Interest Receivable	1,231,000
	297,451,000

Health Claims Fund
Through December 31 of Fiscal Years 2008 and 2007

Health Claims Fund	FY 07-08 October	FY 06-07 October	1 month Variance Favorable (Unfavorable)	FY 07-08 November	FY 06-07 November	1 month Variance Favorable (Unfavorable)	FY 07-08 December	FY 06-07 December	1 month Variance Favorable (Unfavorable)	FY 07-08 Total	FY 06-07 Total	Year to Date Variance Favorable (Unfavorable)
Revenues												
Employees Health Ins. Contributions	$ 197,000	$ 183,000	14,000	$ 197,000	$ 186,000	11,000	249,000	195,000	54,000	$ 643,000	$ 564,000	79,000
Employers Health Ins. Contributions	1,753,000	1,526,000	227,000	1,749,000	1,543,000	206,000	1,531,000	1,722,000	(191,000)	5,033,000	4,791,000	242,000
Contributions for Retirees	51,000	44,000	7,000	53,000	44,000	9,000	50,000	44,000	6,000	154,000	132,000	22,000
Cobra Insurance Receipts	4,000	3,000	1,000	5,000	3,000	2,000	4,000	2,000	2,000	13,000	8,000	5,000
Retiree Insurance Receipts	25,000	34,000	(9,000)	31,000	26,000	5,000	61,000	32,000	29,000	117,000	92,000	25,000
Plano Housing Authority	-	6,000	(6,000)	-	2,000	(2,000)	-	3,000	(3,000)	-	11,000	(11,000)
Interest	155,000	75,000	80,000	141,000	71,000	70,000	114,000	100,000	14,000	410,000	246,000	164,000
Total Revenues	2,185,000	1,871,000	314,000	2,176,000	1,875,000	301,000	2,009,000	2,098,000	(89,000)	6,370,000	5,844,000	526,000
Expenses												
Insurance	118,000	122,000	4,000	120,000	122,000	2,000	119,000	122,000	3,000	357,000	366,000	9,000
Contracts- Professional Svc.	5,000	8,000	3,000	5,000	34,000	29,000	8,000	26,000	18,000	18,000	68,000	50,000
Contracts- Other	70,000	65,000	(5,000)	91,000	81,000	(10,000)	77,000	89,000	12,000	238,000	235,000	(3,000)
Health Claims Paid Reinsurance	(83,000)	(15,000)	68,000	(35,000)	-	35,000	(14,000)	6,000	20,000	(132,000)	(9,000)	123,000
Health Claims - Prescription	273,000	114,000	(159,000)	263,000	269,000	6,000	287,000	266,000	(21,000)	823,000	649,000	(174,000)
Health Claims Paid -UHC	982,000	875,000	(107,000)	1,043,000	788,000	(255,000)	1,069,000	807,000	(262,000)	3,094,000	2,470,000	(624,000)
Cobra Insurance Paid	-	-	-	1,000	1,000	-	-	-	-	1,000	1,000	-
Retiree Insurance Paid	11,000	9,000	(2,000)	10,000	9,000	(1,000)	10,000	9,000	(1,000)	31,000	27,000	(4,000)
Plano Housing Authority	-	1,000	1,000	-	-	-	-	-	-	-	1,000	1,000
Total Expenses	1,376,000	1,179,000	(197,000)	1,498,000	1,304,000	(194,000)	1,556,000	1,325,000	(231,000)	4,430,000	3,808,000	(622,000)
Net increase (decrease)	$ 809,000	$ 692,000	117,000	678,000	571,000	107,000	453,000	773,000	(320,000)	$ 1,940,000	$ 2,036,000	(96,000)
Health Claims Fund Balance - Cumulative	$ 24,863,000	$ 16,794,000	8,069,000	$ 25,541,000	$ 17,365,000	8,176,000	$ 25,994,000	$ 18,137,000	7,857,000			

Analysis of Property Liability Loss Fund Through December 31 of Fiscal Years 2008, 2007, and 2006

PROPERTY LIABILITY LOSS FUND	Fiscal Year 2008	Fiscal Year 2007	Fiscal Year 2006
Claims Paid per General Ledger	$ 165,000	258,000	374,000
Net Judgments/Damages/Attorney Fees	124,000	213,000	273,000
Total Expenses	$ 289,000	471,000	647,000

Current Capital Improvement Projects
Status Report
December 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
15th STREET – G Avenue to I Avenue	02/07 03/08	100	2,005	1,040	944	All street pavement except the northwest quadrant of G Avenue and 15th Street is in place. Contractor is working on inlet tops and should be starting light bases and conduit next week.
15th STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS	04/08 11/08	1,750	1,900	136	11	Bids were opened December 13th. Construction contract award is scheduled for January 14th City Council meeting.
ALMA-SPICEWOOD TO HEDGECOXE	05/08 12/08	1,100	1,210	78	55	90% construction plans have been received and are being reviewed. Additonal engineering design work north of the Rowlett Creek Bridge has been requested by the City of Allen. Contract modification has been processed and work is continuing.
ALMA & PARKER DRAINAGE	05/08 11/08	1,227	1,347	81	33	Design is proceeding. Second submittal plans were reviewed by City staff and returned to the consultant for correction.
ANIMAL SHELTER EXPANSION	06/08 02/09	1,000	3,755	191	344	Design underway.
BAFFIN BAY AND MORTON VALE	03/09 09/09	90	841	-	-	Engineering design contract award scheduled for January 14th City Council meeting.
CHAPARRAL – Avenue K to East City Limits	06/08 12/08	997	2,212	61	178	A joint meeting was held to resolve the geometric configuration of Jupiter and Chaparral Road. PBS&J will design the NTMWD force main pending Council approval on January 14th.
CLOISTERS WATER REHAB	08/07 07/08	1,205	1,722	698	558	The water lines in Grandview, Longworth, Kelsey and Desco are in operation and pavement repairs are complete. Work on the Macao Place section is just about completed. Water main installation on Flagstone is complete and pavement repairs are proceeding.
COMMUNICATIONS Spring Creek to Tennyson	09/09 09/10	2,440	3,710	167	42	Pre-final plans have been reviewed by City staff and returned to the consultant for correction. 404 Environmental issue being evaluated. Right of way negotiations underway.
COMMUNICATIONS Parker to Spring Creek Parkway	05/08 01/09	2,550	2,745	114	58	Design proceeding. Pre -final plans have been reviewed by City staff and returned to the consultant for correction. Right of way activity is underway.
DALLAS NORTH TRUNK SEWER I – Independence to Coit	04/07 02/08	-	4,000	3,662	289	Pipeline work is complete.
DALLAS NORTH TRUNK SEWER II – Independence to Custer	07/07 02/08	-	1,600	892	227	All the lining has been completed.

Current Capital Improvement Projects
Status Report
December 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
DALLAS NORTH TRUNK SEWER III– Pittman Creek to Custer	06/07 02/08	-	2,040	1,220	332	All the pipe line and tie-ins have been completed.
FIRE STATION 12/LOGISTICS FACILITY & Emergency Operations Center	01/08 04/09	6,073	12,902	3,246	232	Award of bid to Hisaw scheduled for December 18th City Council meeting.
FIRE STATION 13	07/08 06/09	2,000	4,256	7	403	Design is underway.
HAYFIELD, MORTON VALE, THUNDERBIRD & CLOVERHAVEN	07/07 06/08	200	662	709	129	Contractor has completed work on Cloverhaven. The construction on Hayfield is complete. Thunderbird is complete except for some clean-up. The contractor has started work on Morton Vale and poured all concrete pavement except for the section over the box culvert.
HEADQUARTERS – Preston to Parkwood	02/08 08/08	700	1,072	39	46	Project bid December 6th. Contract to be awarded at the January 14th City Council meeting. Apparent low bidder is McMahon Contracting.
HIGHLANDS LIFT STATION	09/08 09/09	1,250	2,450	32	166	Design has started.
INDEPENDENCE-MCDERMOTT TO SH 121	06/08 03/09	1,500	1,600	63	37	90% plans are being reviewed by staff.
INTERSECTION IMPROVEMENTS 2004	03/08 12/08	35	912	510	42	Final plans are complete. ROW acquisition underway. Project has been advertised for bids to be opened January 14th; Jupiter/Park/Parker/Independence: Design is proceeding. Pre-final plans have been submitted and are in review by City staff.
INTERSECTION IMPROVEMENTS – 2005	07/07 04/08	405	1,038	409	535	Jim Bowman has finished Alma Road at Plano Parkway Alma Road at Spring Creek Parkway, and Coit Road at Spring Creek. Contract will be held in abeyance until electric and gas companies relocate their facilities at Plano Parkway & Coit.
INTERSECTION IMPROVEMENTS - JUPITER/PLANO PARKWAY	06/08 12/08	550	873	119	6	Final revised schematics and ESA (Categorical Exclusion) approved by TxDOT Dallas. Schematics and CatEx sent to TxDot Austin. TransSystems 90% plans for TxDot McKinney review began on August 31st. City staff working with affected property owners. Bid opening scheduled in March 2008.
INTERSECTION IMPROVEMENTS – Preston and Legacy	01/09 09/09	100	2,504	251	94	Schematic and Environmental Categorical Exclusion awaiting TxDot Austin Approval. City staff, consultants and TxDOT met to discuss common signing. Preliminary engineering design has begun.

Current Capital Improvement Projects
Status Report
December 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
INTERSECTION IMPROVEMENTS - PRESTON/PLANO PARKWAY	01/09 09/09	31	2,190	158	132	Parsons Brinkerhoff submitted CAtEx and design schematic to TxDot McKinney. Parsons submitted design summary report August 23rd. City staff and consultants met to discuss common signing. Design will begin after EA approval by TxDOT Dallas.
INTERSECTION IMPROVEMENTS – Spring Creek Parkway and Coit	01/10 09/10	100	2,050	162	156	Design proceeding. Preliminary schematic plan has been completed. The environmental report has been reviewed by City staff and returned to the consultant for correction. It is expected that these items will be submitted together to TxDOT in the near future.
JUPITER ELEVATED TANK REPAINT	11/08 05/09	-	425	-	30	Design is underway. Painting will be let for bid in June or July.
MCDERMOTT – Coit To Ohio	11/08 09/09	3,155	4,086	361	11	90% plans have been reviewed by City staff and TxDOT McKinney. Engineer is working on our comments. Schematic has been approved. CADEX has also been resubmitted for final review. All items have been submitted to TxDOT Austin for review. TxDOT has requested that sidewalks along the entire project be included in this design/construction project. We are in the process of complying with their request.
OAK POINT PARK VISITOR CENTER COMPLEX	03/08 04/09	7,000	8,000	650	250	Construction documents 95% complete. Looking at a CME Risk contract.
P AVENUE, 18TH STREET & BELLE VIEW ADDITION	11/08 09/09	130	985	-	194	Design underway.
PARKER ROAD – K Ave. to Raton Ave.	07/07 01/09	2,792	4,420	911	3,399	Contractor has completed work west of K Avenue and has started work east of K Avenue. Water line construction between N Avenue and P Avenue is currently underway.
PARKER ROAD ELEVATED TANK REPAINT	11/07 06/08	800	885	243	191	MK Painting started work November 1st. Inside tank has been blasted for remedial structural repairs.
PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway	01/08 12/08	4,100	5,300	290	3,857	Preconstruction meeting was held on December 6th. Start of constructi on is set for January 22nd.
PLANO PARKWAY – Tollroad to Park	01/07 04/08	447	3,109	2,481	200	All new pavement is in place and open to traffic. Some minor work remains to be accomplished on the signals at the Tollroad.
PLANO PARKWAY – Midway to West City Limits	09/08 06/09	100	1,200	-	128	AZ & B Consultants has started design to widen Plano Parkway from four lanes to six lanes

Current Capital Improvement Projects
Status Report
December 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
POLICE ACADEMY RANGE EXPANSION	12/07 06/08	-	3,759	710	2,774	Design underway.
RAILROAD CROSSINGS –Quiet Zones	05/08 10/08	-	1,197	764	14	Reviewing agreement with KCS.
RASOR BOULEVARD - Ohio to SH 121	06/08 04/09	2,035	3,724	278	75	95% plans have been received and are being reviewed by City staff.
RIDGEVIEW – Independence to Coit	06/08 03/09	1,800	2,080	38	88	Design proceeding.
SH 121 WATER LINE – Spring Creek Parkway to Dallas North Tollway	06/08 12/07	200	615	-	-	Plans being revised per TxDOT comments.
SHILOH PUMP STATION	11/08 08/09	80	1,680	80	73	Design has started.
SPRINGBROOK – Quill to Janwood	05/08 12/08	1,225	1,381	152	15	Pre-final plans have been submitted and are in review Right of way activity is underway.
US 75 RAMP IMPROVEMENTS	01/06 02/08	-	3,429	2,005	-	All ramps are opened.
US 75/PARKER ROAD INTERCHANGE	04/08 10/09	5,000	6,250	1,743	67	TXDOT has approved the schematic. Design work is proceeding. Project scheduled for March 2008 letting by TXDOT. ROW is being negotiated.
WINDHAVEN – Spring Creek Parkway to West City Limits	03/09 03/10	300	4,060	150	300	Schematic has been received.
WYATT NORTH ADDITION PAVING & WATER	06/07 06/08	1,297	2,386	1,464	581	Tri-Con has completed N Avenue except for sidewalks and drives on west side. Work on Felix, Francis, and Lucas Terrace west of P Avenue is complete. Paving on Lucas Terrace and Felix east of P Avenue is underway.

SECTION 2
Economic Analysis

City of Plano
Comprehensive Monthly Finance Report

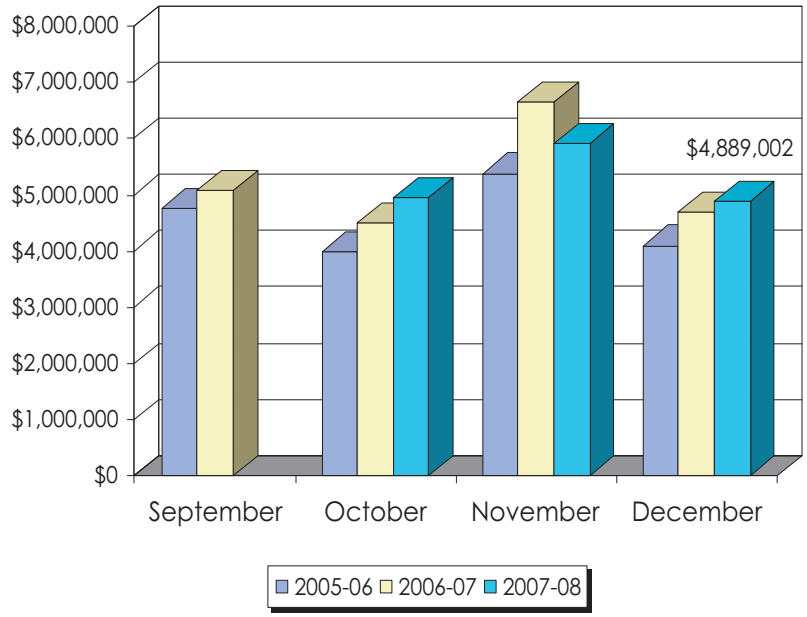
Economic Analysis

Sales tax allocation of $4,889,002 was remitted to the City of Plano in the month of December 2007. This amount represents an increase of 4.30% compared to the amount received in December 2006.

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 October by businesses filing monthly returns, reported in November to the State, and received in December by the City of Plano.

Figure I represents actual sales and use tax receipts for the months of September through December for fiscal years 2005-2006 and 2006-2007, as well as the months of October through December in fiscal year 2007-2008.

Annualized Sales Tax Index

Compared to Dallas Consumer Price Index

Figure II

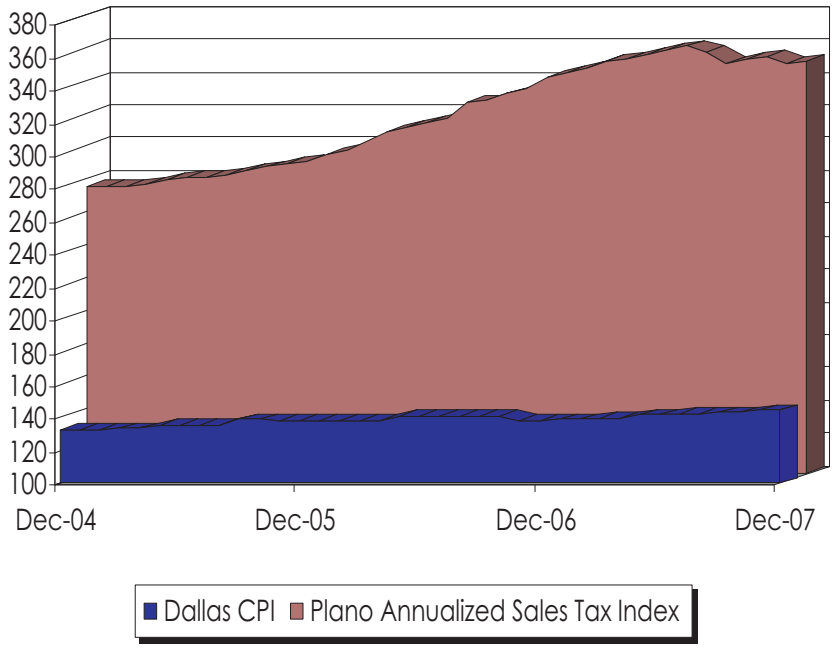


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For December 2007, the adjusted CPI was 144.38 and the Sales Tax Index was 351.81.

Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

Economic Analysis

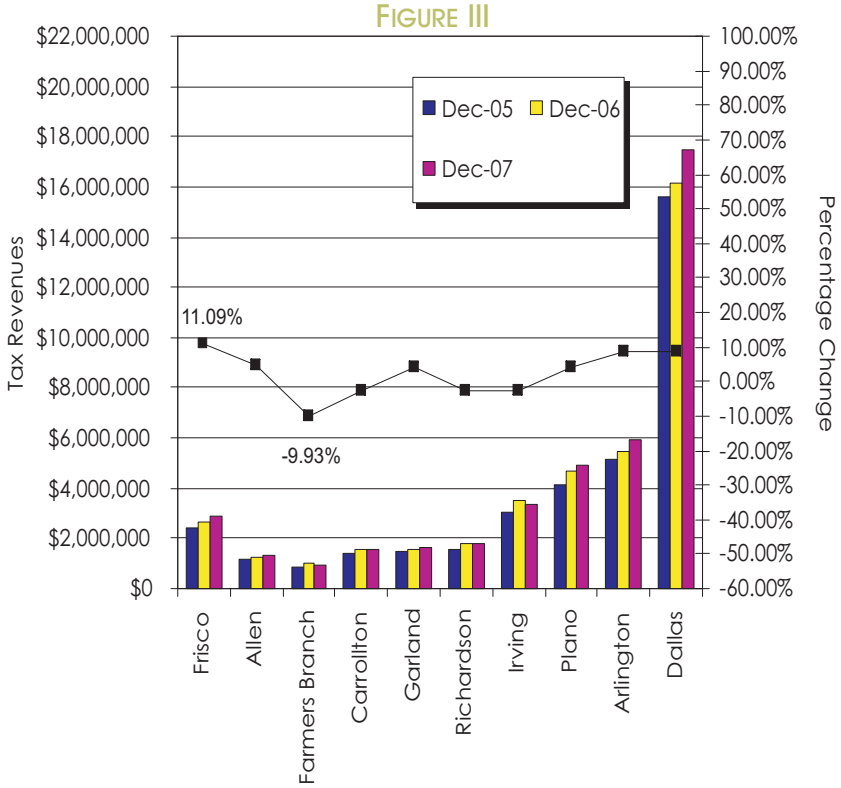
Figure III shows sales tax allocations in the months of December 2005, December 2006 and December 2007 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of December, the City of Plano received $4,889,002 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing December 2006 to December 2007, ranged from 11.09% for the City of Frisco to -9.93% for the City of Farmers Branch.

Sales Tax Comparisons

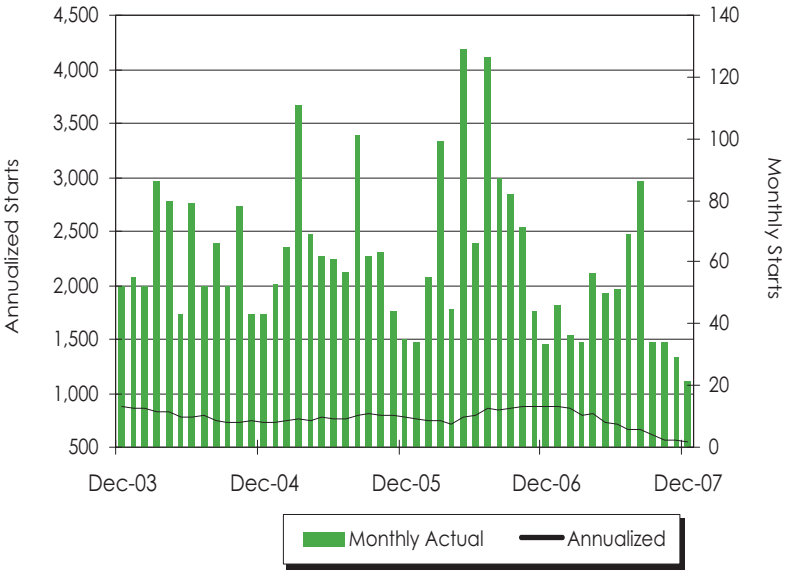
City of Plano and Area Cities

Figure III



Single Family Housing Starts

Figure IV



In December 2007, a total of 21 actual single-family housing permits, representing a value of $9,757,360, were issued. This value represents a 40.57% increase from the same period a year ago. Annualized single-family housing starts of 546 represent a value of $121,095,694.

Figure IV above shows actual single-family housing starts versus annualized housing starts for December 2003 through December 2007.

Economic Analysis

Yield Curve

Figure V

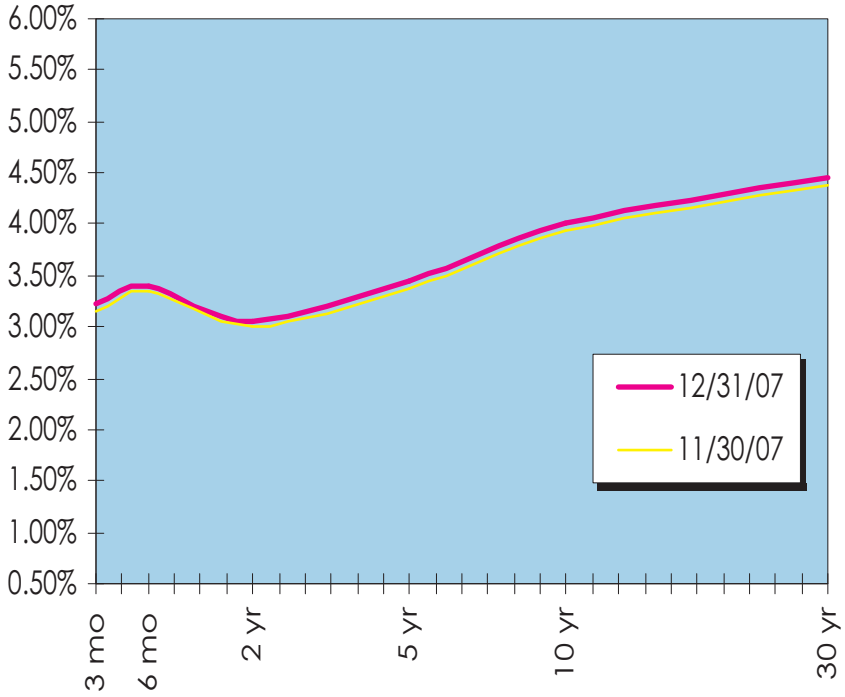


Figure V, left, shows the U.S. Treasury yield curve for December 31, 2007 in comparison to November 30, 2007. All of the reported treasury yields increased in the month of December, with the greatest increase in reported rates occurring in the 3-month sector at +25 basis points.

Unemployment Rates

Unadjusted Rate Comparison

Figure VI*

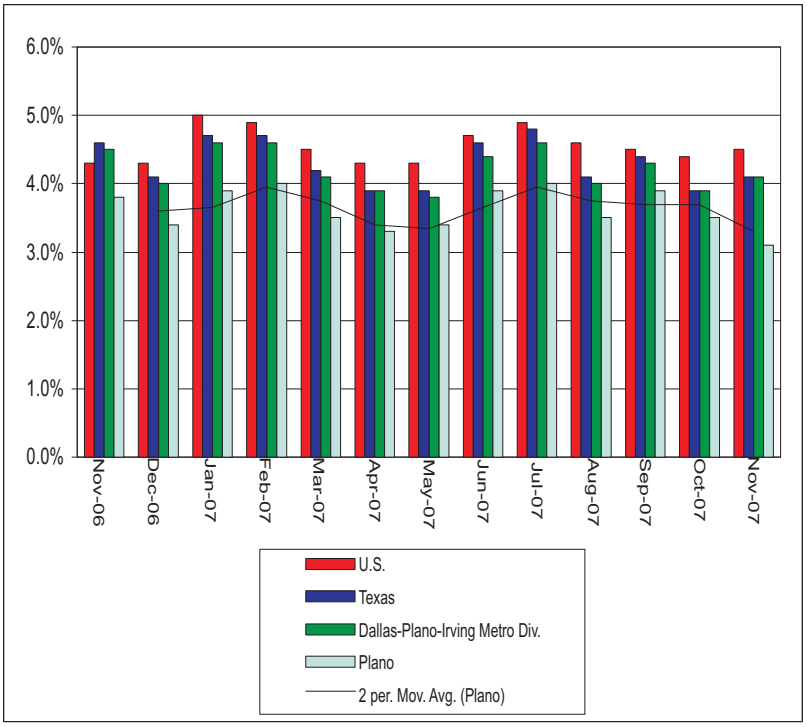


Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from November 2006 to November 2007.

*Due to changes in labor force estimation methodology by the BLS and the TWC, sub-state unemployment rate data prior to January 2005 are no longer comparable with current estimates. As a result, statistically significant changes in the reported unemployment rates may have occurred.

Economic Analysis

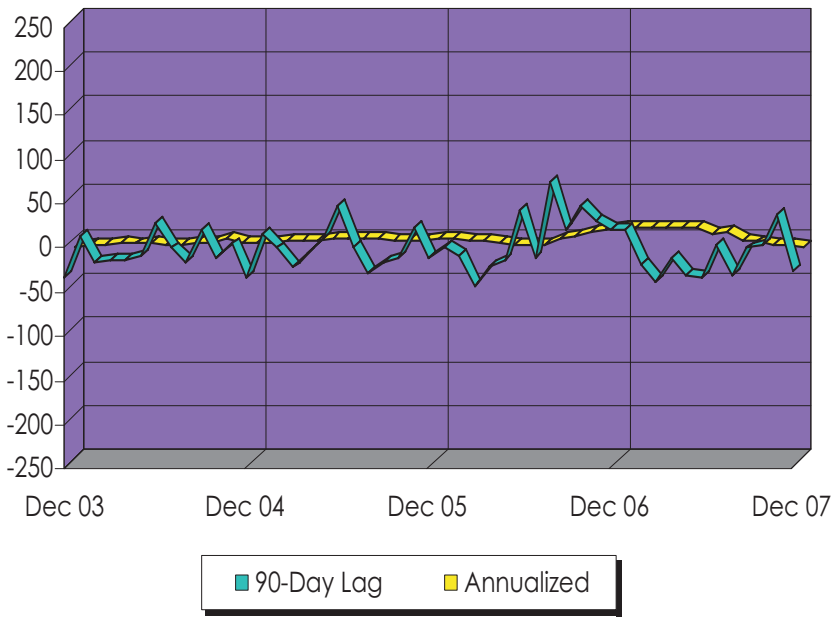
Figure VII shows the net difference between the number of housing starts three months ago and new refuse customers in the current month (90-day lag) as well as the average difference between these measures for the past four years (annualized).

For the current month, the 90-day lag is -27 homes, meaning that in September 2007 there were 27 less housing starts than new refuse customers in December 2007. The annualized rate is -12 which means there was an average of 12 fewer housing starts than new garbage customers per month over the past year.

Housing Absorption

90-Day Lag From Permit Date

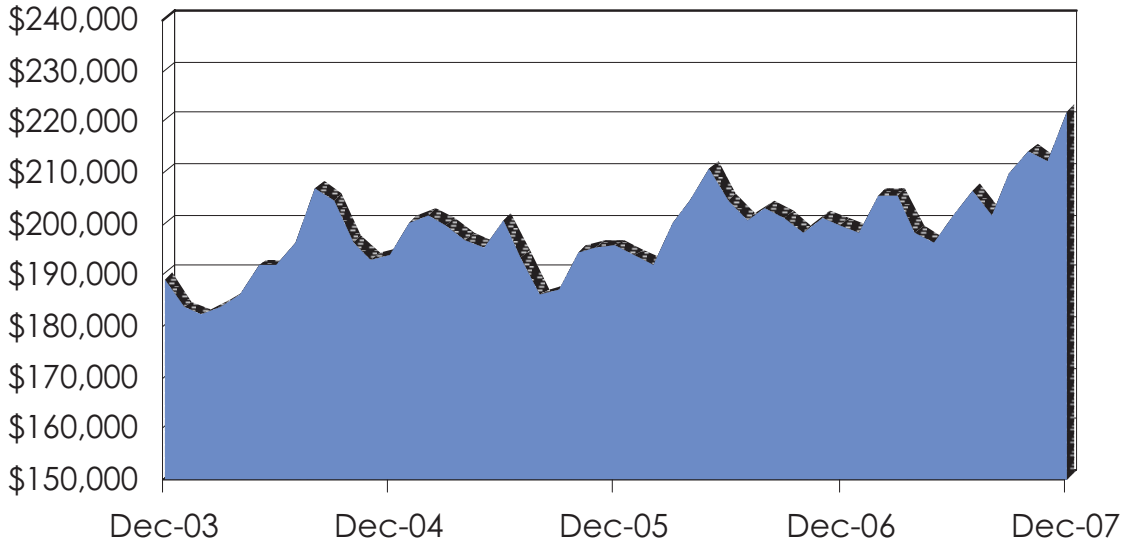
Figure VII



The annualized average declared construction value of new homes increased 11.13% to $221,787 when compared to December 2006.

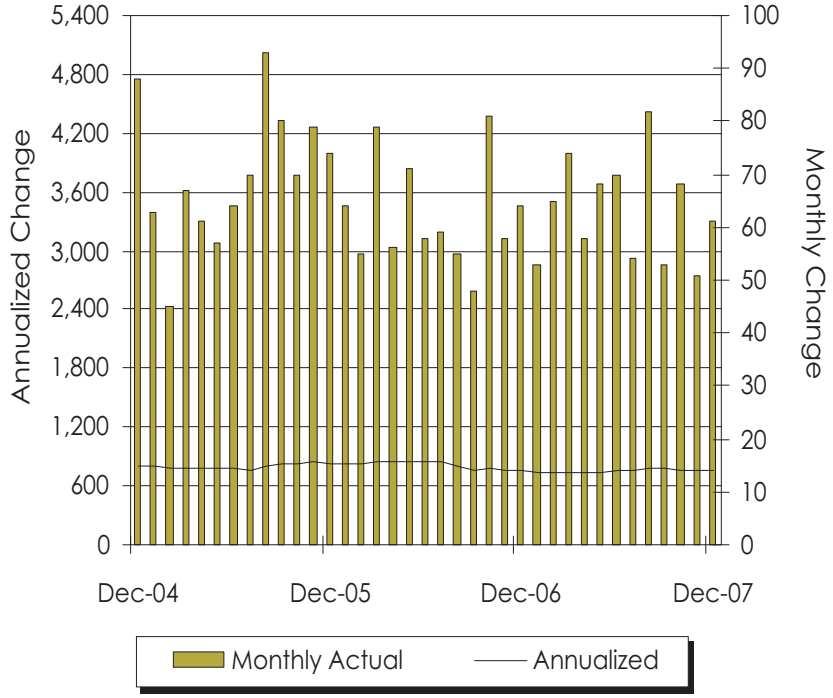
Single-Family New Home Value

Figure VIII



REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

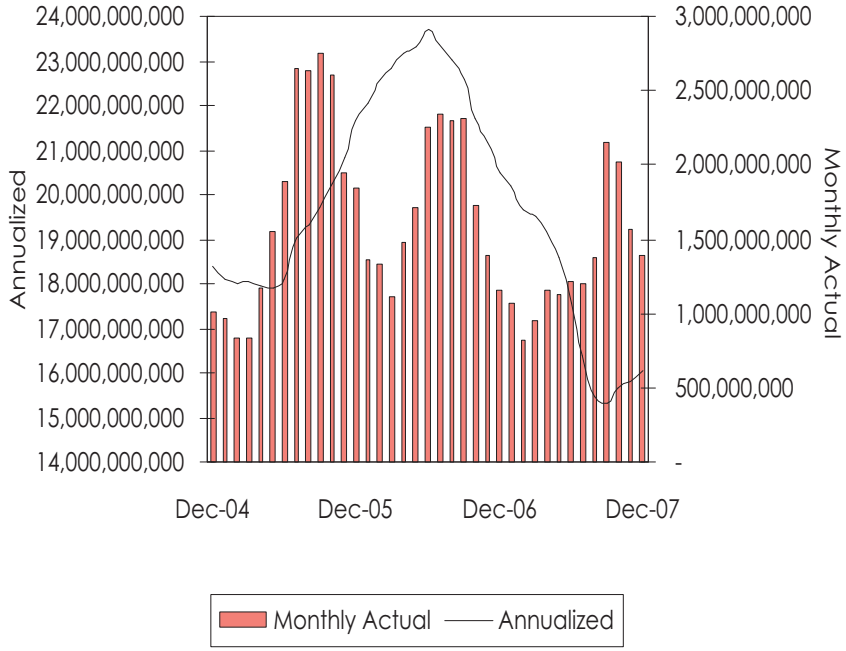


In December, net new refuse collection accounts totaled 61, in comparison to 64 new accounts in December of 2006. This change represents a decrease of 4.69% year-to-year. Annualized new refuse accounts totaled 757, showing an increase of 9, or a 1.20% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In December, the City of Plano pumped 1,292,434,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,388,032,880 gallons among 77,922 billed water accounts while billed sewer accounts numbered 74,271. The minimum daily water pumpage was 36,760,000 gallons, which occurred on Saturday, December 15th. Maximum daily pumpage was 50,241,000 gallons and occurred on Friday, December 7th. This month's average daily pumpage was 41,691,000 gallons.

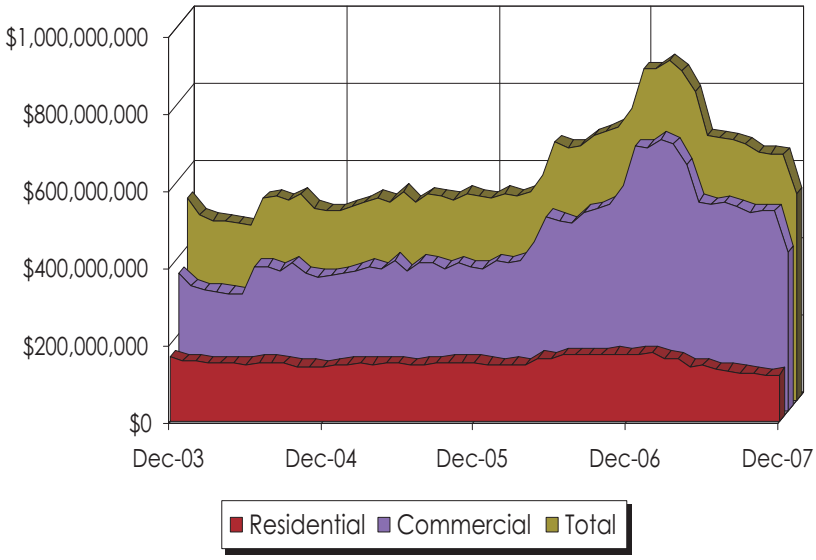
Figure X shows the monthly actual and annualized average for local water consumption.

Economic Analysis

In December, a total of 164 new construction permits were issued, for properties valued at $38,199,596. This includes 21 single-family residences, 1 apartment building, 1 office/bank building, 7 other, 106 commercial additions/alterations, 25 interior finish-outs, and 2 demolitions. There were 10 permits issued for pools/spas.

Annualized Building Permit Values

Figure XI



The overall annualized value was $533,373,263, down 38.04% from the same period a year ago. The annualized value of new residential construction decreased to a value of $121,095,694, down 30.34% from a year ago. The annualized value of new commercial construction decreased 39.99% to $412,277,569.*

* 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 $3,311,225 and $3,589,591, representing an increase of 19.00% and 8.93% respectively, compared to December 2006 revenues. The aggregate water and sewer accounts netted $6,900,816 for an increase of 13.54%. December consumption brought annualized revenue of $42,019,225 for water and $42,267,794 for sewer, totaling $84,287,019. This total represents a decrease of 1.87% compared to last year's annualized revenue.

Annualized Water & Sewer Billings

Figure XII

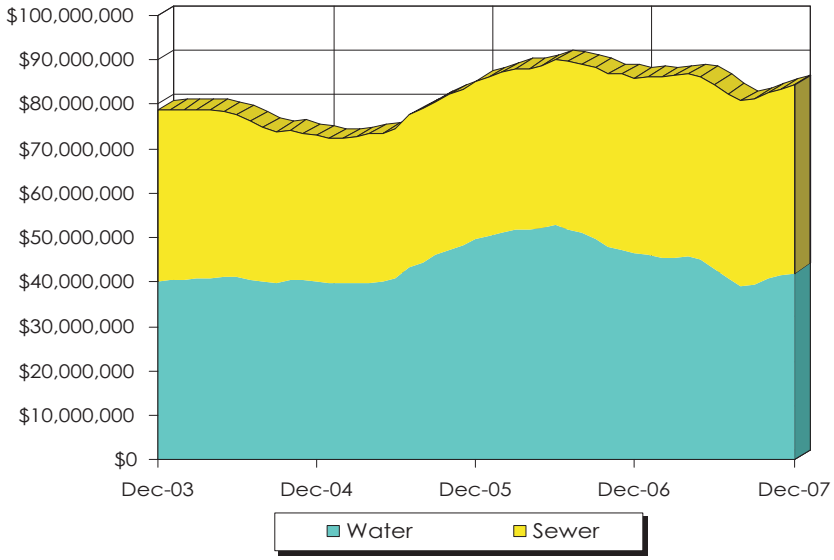


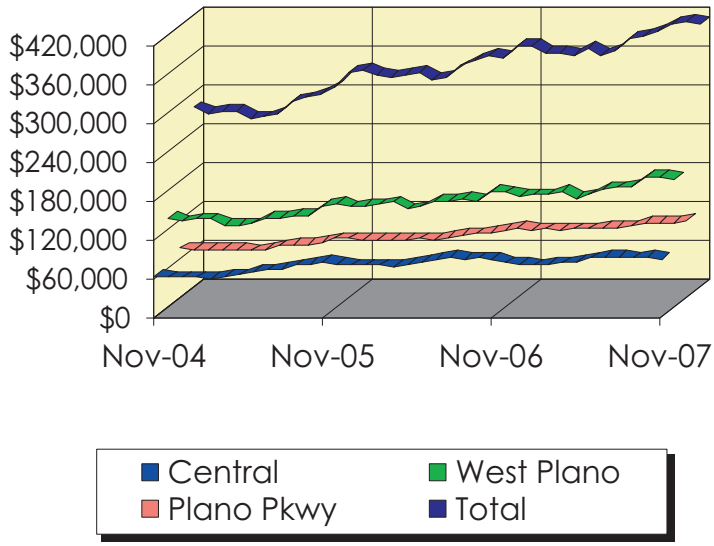
Figure XII represents the annualized billing history of water and sewer revenues for December 2003 through December 2007.

Economic Analysis

November revenue from hotel/motel occupancy tax was $389,990. This represents an increase of $29,910 or 8.31% compared to November 2006. The average monthly revenue for the past six months (see graph) was $404,855, an increase of 8.90% from the previous year's average. The six-month average for the Central area increased to $89,735, the West Plano average increased to $197,484, and the Plano Pkwy average increased to $117,637 from the prior year.

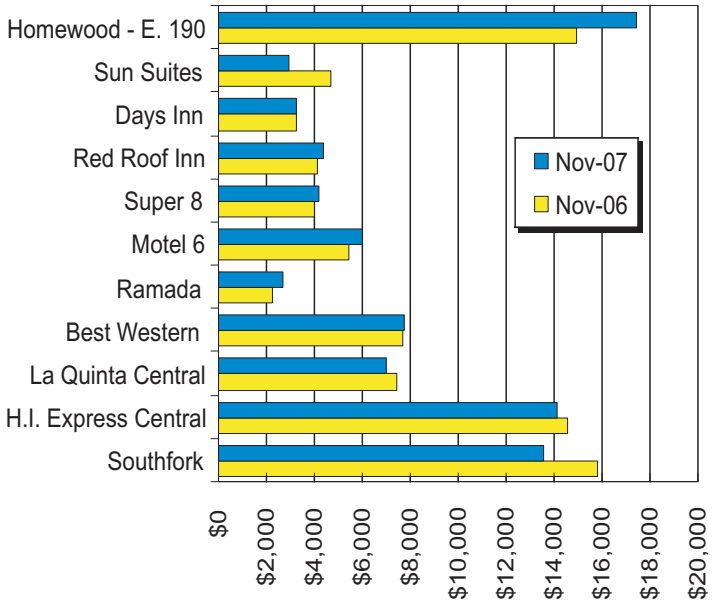
[1]This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax.

Hotel/Motel Occupancy Tax
Six Month Trend
Figure XIII

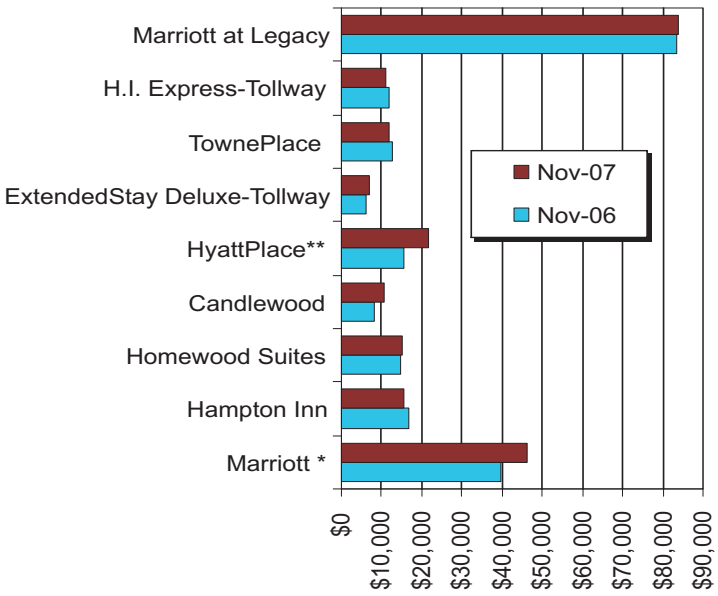


Figures XIV, XV and XVI show the actual occupancy tax revenue from each hotel/motel in Plano for November 2007 compared to the revenue received in November 2006.

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

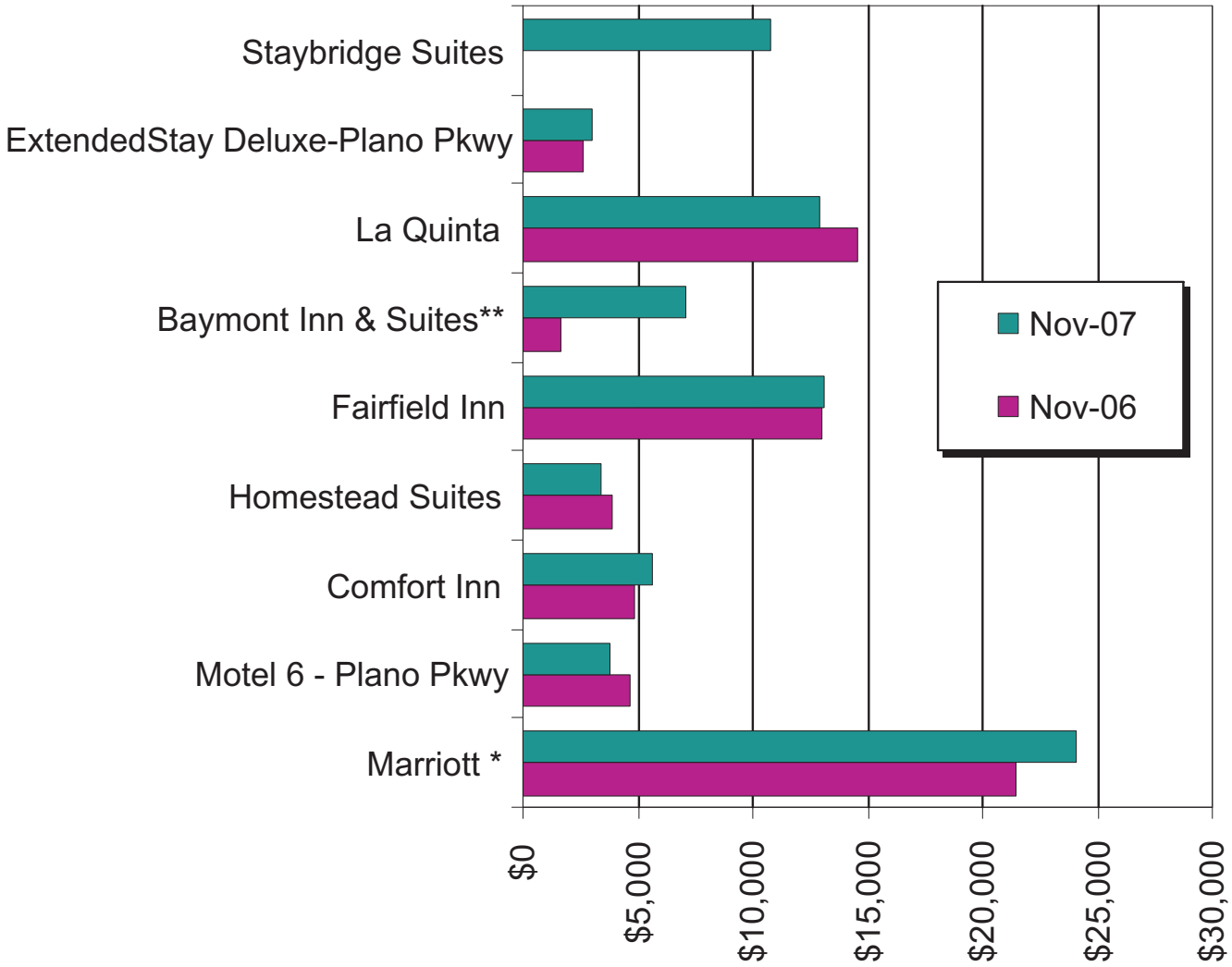


Hotel/Motel Occupancy Tax
Monthly Comparison by Hotel - West Plano
Figure XV



* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent Two (2) Marriott-Owned Hotels (Courtyard By Marriott 1ND and Residence Inn #323).
**Formerly AmeriSuites.

HOTEL/MOTEL OCCUPANCY TAX
MONTHLY COMPARISON BY HOTEL-PLANO PKWY
FIGURE XVI



* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent One (1) Marriott-Owned Hotel (Courtyard By Marriott #1N4) ** Formerly Plano Inn & Suites

SECTION 3

Investment Report

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
December, 2007

Interest received during December totaled $1,036,755 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 fluctuated throughout the month of December, starting at 3.04% and ending at 3.02%.

As of December 31, a total of $285.6 million was invested in the Treasury Fund. Of this amount, $53.4 million was General Obligation Bond Funds, $4.5 million was Municipal Drainage Revenue Bond Funds, and $227.7 million was in the remaining funds.

Metrics	Current Month Actual	Fiscal YTD	Prior Fical YTD	Prior Fiscal Year Total
Funds Invested[1]	$ 18,500,000	$ 46,750,000	$ 52,560,000	$ 219,706,000
Interest Received[2]	$ 1,036,755	$ 3,791,032	$ 2,445,708	$ 12,660,107
Weighted Average Maturity (in days)[3]	330		362	416
Modified Duration[4]	0.8224		0.9410	0.8801
Average 2-Year T-Note Yield[5]	3.12%		4.68%	4.00%

* See interest allocation footnote on Page C-3.

(1) Does not include funds on deposit earning a "NOW" rate, and/or moneys in investment pools or cash accounts.

(2) Cash Basis.

(3) The length of time (expressed in days) until the average investment in the portfolio will mature. The Prior fiscal YTD column represents current month, prior year.

(4) Expresses the measurable change in the value of the portfolio in response to a 100-basis-point (1%) change in interest rates. The modified duration number in the Prior fiscal YTD column represents current month, prior year.

(5) Compares 2007 to 2006.

Month-to-Month Comparison

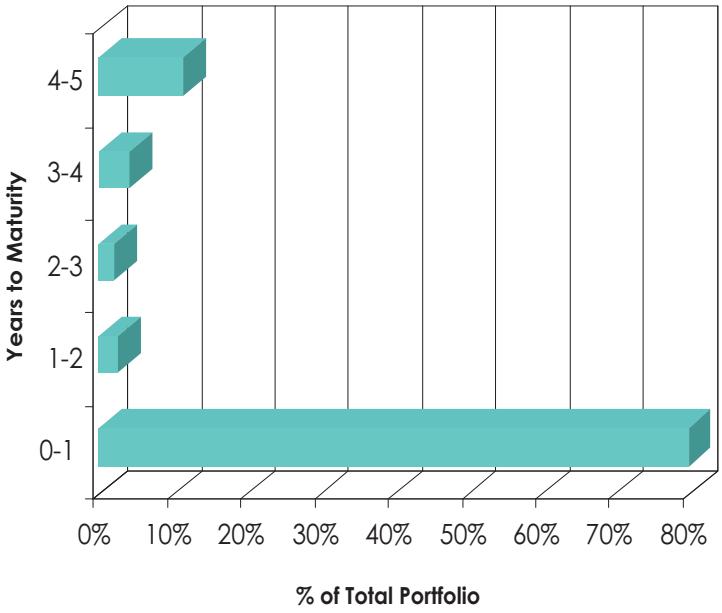
Metrics	Nov-07	Dec-07	Difference
Portfolio Holding Period Yield	4.50%	4.38%	-0.12 (-12 Basis Points)
Average 2-Year T-Note Yield	3.32%	3.12%	-0.20 (-20 Basis Points)

Investment Report

Portfolio Maturity Schedule
Figure I

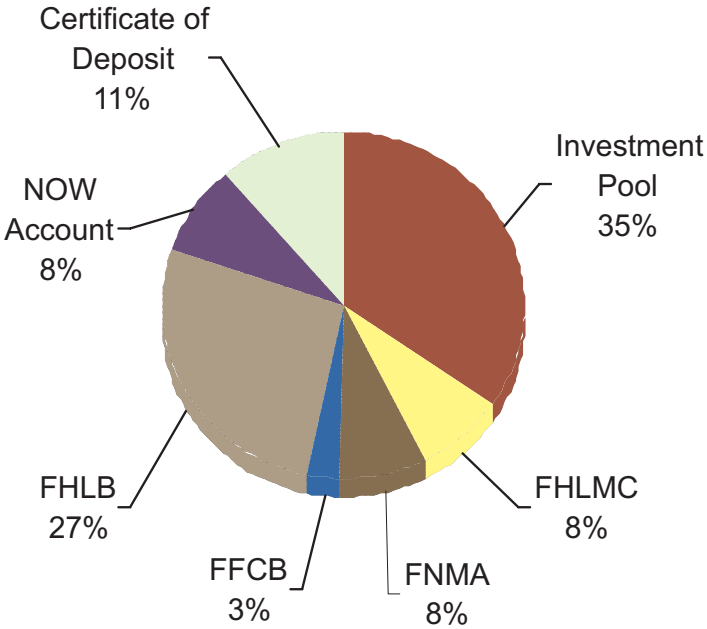
Years to Maturity*	Face Value	% Total
0-1	$ 237,506,403	79.95%
1-2	7,300,000	2.46%
2-3	6,060,000	2.04%
3-4	12,495,000	4.21%
4-5	33,720,000	11.35%
Total	$ 297,081,403	100.00%

*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	$ 103,122,353	34.71%
Commercial Paper	0	0.00%
FHLMC	23,340,000	7.86%
FNMA	23,240,000	7.82%
FFCB	9,060,000	3.05%
FHLB	79,540,000	26.77%
NOW Account	24,779,051	8.34%
Certificate of Deposit	34,000,000	11.44%
Total	$ 297,081,403	100.00%



Investment Report

Allocated Interest/Fund Balances
December 2007

Fund	Allocated Interest Current Month	Fiscal Y-T-D	Fund Balance End of Month	% of Total
General	111,481.16	442,091.75	$ 36,702,520.95	12.85%
G.O. Debt Service	50,826.34	106,756.63	18,866,610.05	6.61%
Street & Drainage Improvements	10,300.15	37,279.72	2,558,747.56	0.90%
Sewer CIP	31,234.02	124,717.49	7,303,212.22	2.56%
Capital Reserve	151,921.52	548,032.59	37,870,746.94	13.26%
Water & Sewer Operating	17,078.62	(17,788.83)	4,181,712.51	1.46%
Water & Sewer Debt Service	4,385.02	13,047.52	1,177,085.18	0.41%
W & S Impact Fees Clearing	11,280.96	40,387.64	2,803,484.80	0.98%
Park Service Area Fees	23,020.39	83,231.21	5,721,171.06	2.00%
Property / Liability Loss	30,941.00	109,100.33	7,925,120.24	2.77%
Information Services	47,831.38	173,055.55	12,038,456.00	4.21%
Equipment Replacement	48,823.63	173,169.34	11,992,348.15	4.20%
Developers' Escrow	16,414.74	59,868.54	4,079,689.51	1.43%
G.O. Bond Funds	218,318.72	832,678.90	53,415,483.55	18.70%
Municipal Drainage Bond Clearing	18,473.96	70,689.61	4,496,411.20	1.57%
Other	300,775.67	1,092,338.18	74,386,049.35	26.04%
Total	$ 1,090,667.36	$ 3,881,336.41	$ 285,615,993.37	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of December 31, 2007, 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 Purchased*	Maturities/ Sold/Called	Weighted Avg Maturity (Days)	# Securities
Jul-06	289,698,938	4.14%	4	5	350	151
Aug-06	299,366,214	4.34%	12	19	370	144
Sep-06	263,471,841	4.27%	4	11	416	137
Oct-06	255,697,996	4.28%	9	11	432	135
Nov-06	246,150,463	4.26%	5	12	410	128
Dec-06	266,240,259	4.33%	1	2	362	127
Jan-07	307,286,661	4.48%	12	6	306	133
Feb-07	327,903,076	4.54%	3	4	261	132
Mar-07	312,190,094	4.52%	6	7	259	131
Apr-07	308,567,825	4.50%	5	6	248	130
May-07	292,825,559	4.49%	8	7	259	131
Jun-07	328,244,921	4.68%	6	14	255	123
Jul-07	319,849,907	4.80%	4	18	305	109
Aug-07	314,475,970	4.81%	3	5	301	107
Sep-07	280,880,178	4.69%	4	13	352	98
Oct-07	271,859,396	4.65%	9	9	372	98
Nov-07	267,923,119	4.50%	0	13	336	85
Dec-07	297,081,403	4.38%	5	5	330	85

* Does not include investment pool purchases or changes in NOW account balances.

Investment Report

Equity in Treasure Pool By Major Category
Figure IV

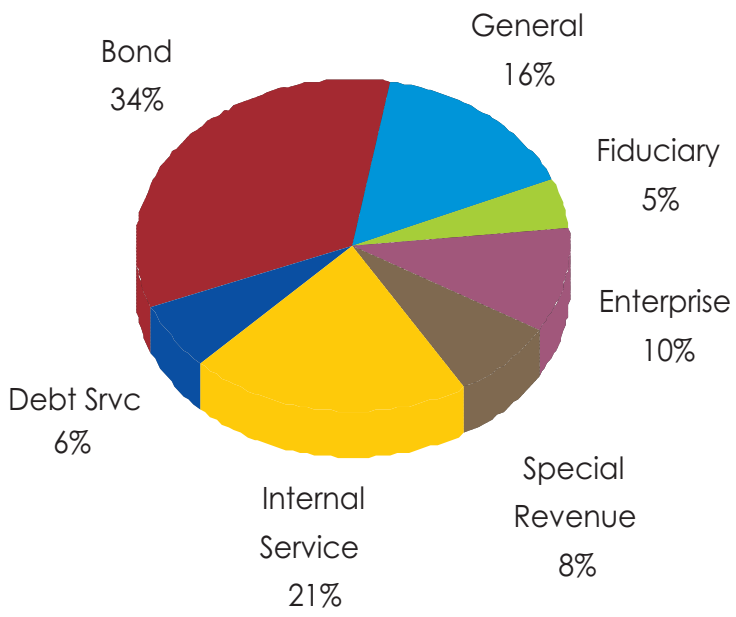
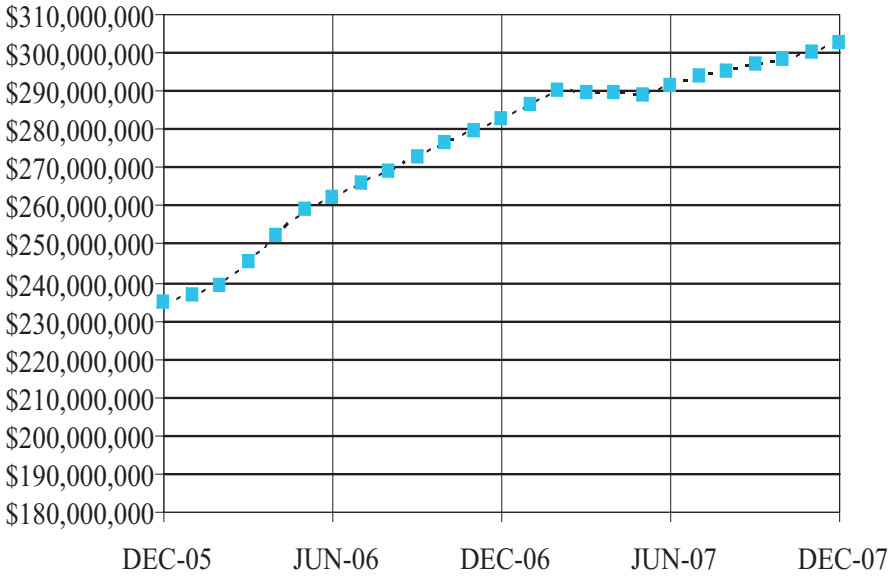


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of December 31, 2007. The largest category are the Bond Funds in the amount of $100.6 million. Closest behind are the Internal Service Funds with a total of $63.2 million, and the General Fund with $46.7 million.

Annualized Average Portfolio
Figure V

The annualized average portfolio for December 31, 2007 was $302,424,009. This is an increase of $19,988,900 when compared to the December 2006 average of $282,435,109.



SECTION 4

Quarterly Investment Report

City of Plano
Comprehensive Monthly Finance Report

Investment Report

City of Plano

10/01/2007 - 12/31/2007

This report summarizes the investment position of the City of Plano for the period **10/01/2007 to 12/31/2007.**

		10/01/07		*12/31/07*
Book Value	$	280,308,254.29	$	296,692,759.84
Market Value	$	280,090,491.14	$	297,011,431.17
Par Value	$	280,880,178.13	$	297,081,403.07
Change in Market Value			$	740,959.61
Weighted Average Maturity (in Days)		352		330
Weighted Average Yield-to-Maturity of Portfolio		4.6906%		4.3807%
Yield-to-Maturity of 2-Year T-Note		3.9500%		3.0200%
Accrued Interest in Period			$	999,040.40

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

10/01/07 - 12/31/07

	CUSIP	Invest Number	Security Description	Purchase Date	Par Value On 10/01/07	Par Value On 12/31/07	Market Val On 10/01/07	Market Val On 12/31/07	Amor Value On 10/01/07	Amor Value On 12/31/07
Combined Port	LegacyTexas Bank NOW Acct.	AR-0005	Cash	12/05/05	17,480,317.61	24,779,050.52	17,480,317.61	24,779,050.52	17,480,317.61	24,779,050.52
	Cash Total				**17,480,317.61**	**24,779,050.52**	**17,480,317.61**	**24,779,050.52**	**17,480,317.61**	**24,779,050.52**
		07-0067	Certificate of Deposit 5.45 02/21/08	09/13/07	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00	3,000,000.00
		08-0003	Certificate of Deposit 5.05 02/07/08	10/18/07	0.00	3,500,000.00	0.00	3,500,000.00	0.00	3,500,000.00
		08-0004	Certificate of Deposit 4.94 07/10/08	10/18/07	0.00	3,500,000.00	0.00	3,500,000.00	0.00	3,500,000.00
		08-0005	Certificate of Deposit 5.03 03/03/08	10/18/07	0.00	7,000,000.00	0.00	7,000,000.00	0.00	7,000,000.00
		08-0008	Certificate of Deposit 5.05 03/06/08	10/30/07	0.00	2,500,000.00	0.00	2,500,000.00	0.00	2,500,000.00
		08-0009	Certificate of Deposit 5.05 02/20/08	10/30/07	0.00	4,500,000.00	0.00	4,500,000.00	0.00	4,500,000.00
		08-0013	Certificate of Deposit 4.4744 09/02/08	12/21/07	0.00	6,500,000.00	0.00	6,500,000.00	0.00	6,500,000.00
		08-0014	Certificate of Deposit 4.4744 11/26/08	12/21/07	0.00	3,500,000.00	0.00	3,500,000.00	0.00	3,500,000.00
		07-0053-01	Certificate of Deposit 5.19 11/20/07	06/12/07	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00
		07-0062-01	Certificate of Deposit 5.13 12/13/07	08/06/07	3,000,000.00	0.00	3,000,000.00	0.00	3,000,000.00	0.00
	Certificate of Deposit Total				**11,000,000.00**	**34,000,000.00**	**11,000,000.00**	**34,000,000.00**	**11,000,000.00**	**34,000,000.00**
	9612C1YE1	07-0051-01	Commercial Paper 0.00 11/14/07	05/21/07	5,500,000.00	0.00	5,477,595.26	0.00	5,464,038.00	0.00
	Commercial Paper Total				**5,500,000.00**	**0.00**	**5,477,595.26**	**0.00**	**5,464,038.00**	**0.00**
	31331QB22	07-0002	FFCB 4.20 04/07/10	10/04/06	3,060,000.00	3,060,000.00	3,034,173.60	3,060,000.00	2,999,233.81	3,004,966.27
	31331QT98	03-0188	FFCB 2.95 06/12/08	06/12/03	2,000,000.00	2,000,000.00	1,975,620.00	1,986,260.00	2,000,000.00	2,000,000.00
	31331QV79	03-0207	FFCB 2.80 03/25/08	06/25/03	2,000,000.00	2,000,000.00	1,980,000.00	1,991,880.00	2,000,000.00	2,000,000.00
	31331VML7	06-0033-01	FFCB 5.40 07/06/10	02/02/06	3,000,000.00	0.00	3,000,000.00	0.00	2,995,506.59	0.00
	31331X5G3	07-0068-01	FFCB 5.375 03/26/12	09/28/07	2,000,000.00	0.00	2,003,125.00	0.00	1,999,660.68	0.00
	31331XE57	07-0055	FFCB 5.85 06/18/12	06/19/07	1,000,000.00	1,000,000.00	1,009,060.00	1,009,060.00	998,813.21	998,869.04
	31331XVW9	07-0066	FFCB 5.25 04/25/11	09/14/07	1,000,000.00	1,000,000.00	1,004,060.00	1,004,060.00	999,964.86	999,999.96
	FFCB Total				**14,060,000.00**	**9,060,000.00**	**14,006,038.60**	**9,051,260.00**	**13,993,179.15**	**9,003,835.27**
	31339X5W0	03-0156	FHLB 3.10 06/04/08	06/04/03	1,000,000.00	1,000,000.00	989,060.00	994,060.00	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	989,060.00	994,060.00	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	1,976,880.00	1,987,500.00	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	1,976,880.00	1,987,500.00	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	1,982,500.00	1,993,120.00	2,000,000.00	2,000,000.00
	31339XDR2	03-0163	FHLB 3.04 05/28/08	05/28/03	1,000,000.00	1,000,000.00	988,750.00	993,750.00	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	1,982,500.00	1,993,120.00	2,000,000.00	2,000,000.00
	31339XHN7	03-0176	FHLB 3.25 06/26/08	06/26/03	1,000,000.00	1,000,000.00	989,380.00	994,060.00	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	1,974,380.00	1,985,620.00	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	1,975,000.00	1,986,260.00	2,000,000.00	2,000,000.00
	31339XRP1	03-0185	FHLB 2.85 03/28/08	06/30/03	2,000,000.00	2,000,000.00	1,980,620.00	1,991,880.00	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	1,975,620.00	1,986,260.00	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	987,190.00	992,810.00	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	994,060.00	999,690.00	1,000,000.00	1,000,000.00
	31339XTP9	03-0220	FHLB 2.75 01/09/08	07/09/03	1,670,000.00	1,670,000.00	1,660,080.20	1,669,482.30	1,670,000.00	1,670,000.00
	31339XU28	03-0219	FHLB 2.87 07/02/08	07/02/03	1,500,000.00	1,500,000.00	1,479,375.00	1,488,750.00	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	1,029,983.35	1,036,514.60	1,045,000.00	1,045,000.00
	31339XWX8	03-0193	FHLB 3.00 07/11/08	07/11/03	2,000,000.00	2,000,000.00	1,973,760.00	1,985,620.00	2,000,000.00	2,000,000.00
	31339XZG2	03-0197	FHLB 2.75 06/30/08	06/30/03	2,000,000.00	2,000,000.00	1,971,260.00	1,983,120.00	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	985,630.00	991,560.00	1,000,000.00	1,000,000.00
	31339Y2X9	03-0199	FHLB 3.00 07/14/08	07/14/03	2,000,000.00	2,000,000.00	1,973,760.00	1,985,620.00	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	1,975,000.00	1,986,260.00	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	1,659,000.00	1,668,458.40	1,680,000.00	1,680,000.00
	31339YA51	03-0201	FHLB 3.10 07/16/08	07/16/03	2,000,000.00	2,000,000.00	1,975,000.00	1,986,260.00	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	1,975,620.00	1,986,880.00	2,000,000.00	2,000,000.00
	31339YBN1	03-0202	FHLB 3.125 07/16/08	07/16/03	2,000,000.00	2,000,000.00	1,975,620.00	1,986,880.00	2,000,000.00	2,000,000.00
	31339YDK5	03-0224	FHLB 2.90 07/15/08	07/15/03	1,000,000.00	1,000,000.00	985,940.00	992,190.00	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	986,880.00	992,810.00	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	2,964,390.00	2,980,320.00	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	988,440.00	993,750.00	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	1,977,500.00	1,988,120.00	2,000,000.00	2,000,000.00
	3133MX2J7	03-0108	FHLB 3.45 03/24/08	03/24/03	1,000,000.00	1,000,000.00	992,810.00	997,500.00	1,000,000.00	1,000,000.00
	3133MY4F1	03-0134-02	FHLB 3.75 04/24/08	04/24/03	500,000.00	0.00	497,030.00	0.00	500,000.00	0.00
	3133MYN52	03-0141	FHLB 3.65 05/22/08	05/22/03	1,000,000.00	1,000,000.00	992,810.00	996,250.00	1,000,000.00	1,000,000.00
	3133MYUS4	03-0147	FHLB 3.50 05/27/08	05/27/03	1,000,000.00	1,000,000.00	991,560.00	995,630.00	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	1,980,620.00	1,989,380.00	2,000,000.00	2,000,000.00
	3133X2H81	06-0092	FHLB 4.00 11/25/08	08/14/06	1,000,000.00	1,000,000.00	993,750.00	998,440.00	985,120.85	988,278.85
	3133X3AE3	04-0050-01	FHLB 3.625 01/28/08	01/28/04	1,000,000.00	0.00	995,630.00	0.00	1,000,000.00	0.00
	3133X56G8	06-0090	FHLB 4.25 04/07/11	08/11/06	2,580,000.00	2,580,000.00	2,550,175.20	2,580,000.00	2,489,531.47	2,495,456.80
	3133X5Y36	04-0082-01	FHLB 3.01 01/30/08	04/30/04	1,000,000.00	0.00	993,750.00	0.00	1,000,000.00	0.00
	3133X9C32	06-0095	FHLB 4.25 11/24/09	08/17/06	2,300,000.00	2,300,000.00	2,286,338.00	2,301,449.00	2,253,510.51	2,258,658.21
	3133XASZ1	06-0094	FHLB 4.75 03/07/11	08/17/06	1,015,000.00	1,015,000.00	1,012,462.50	1,015,000.00	996,442.73	997,687.68
	3133XC2A0	07-0001	FHLB 4.26 03/28/08	10/02/06	1,000,000.00	1,000,000.00	996,880.00	999,380.00	995,851.66	997,973.73
	3133XCQR7	06-0093-01	FHLB 4.50 08/08/08	08/14/06	1,000,000.00	0.00	998,440.00	0.00	985,860.00	0.00
	3133XDBY6	06-0098	FHLB 4.375 10/03/08	08/22/06	1,000,000.00	1,000,000.00	996,250.00	999,690.00	992,228.41	994,135.21
	3133XDDT5	06-0096-01	FHLB 4.50 07/18/08	08/17/06	1,000,000.00	0.00	998,440.00	0.00	987,700.00	0.00
	3133XDHS3	06-0001	FHLB 5.00 10/27/08	10/27/05	1,000,000.00	1,000,000.00	1,000,310.00	1,000,630.00	1,000,000.00	1,000,000.00
	3133XDKV2	06-0003-01	FHLB 5.00 05/09/08	11/09/05	1,000,000.00	0.00	1,000,000.00	0.00	1,000,000.00	0.00
	3133XDKV2	06-0004-01	FHLB 5.00 05/09/08	11/09/05	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00
	3133XDQ46	06-0005-01	FHLB 5.00 05/23/08	11/23/05	2,000,000.00	0.00	2,000,000.00	0.00	2,000,000.00	0.00
	3133XEV71	06-0042-01	FHLB 5.125 03/06/08	03/06/06	1,000,000.00	0.00	1,000,310.00	0.00	999,754.03	0.00
	3133XKSV8	07-0058-01	FHLB 5.55 05/29/12	07/09/07	2,000,000.00	0.00	2,003,120.00	0.00	1,981,490.80	0.00
	3133XKUB9	07-0065-01	FHLB 5.40 05/17/10	09/04/07	5,225,000.00	0.00	5,229,911.50	0.00	5,223,883.76	0.00
	3133XLBS1	07-0061	FHLB 5.50 06/25/10	07/11/07	1,000,000.00	1,000,000.00	1,006,560.00	1,006,880.00	999,454.72	999,515.25
	3133XLWS8	07-0063	FHLB 5.75 08/15/12	08/15/07	1,000,000.00	1,000,000.00	1,009,690.00	1,008,130.00	999,847.25	999,854.11
	3133XLYY3	07-0064	FHLB 5.40 08/20/12	08/20/07	1,000,000.00	1,000,000.00	1,014,690.00	1,026,880.00	1,000,000.00	1,000,000.00
	3133XMD99	08-0001	FHLB 5.20 04/04/11	10/04/07	0.00	1,225,000.00	0.00	1,228,442.25	0.00	1,224,426.60
	3133XMFK2	08-0002	FHLB 5.10 10/15/12	10/15/07	0.00	2,025,000.00	0.00	2,042,718.75	0.00	2,023,781.95
	3133XMT43	08-0007	FHLB 5.00 10/29/12	10/30/07	0.00	2,000,000.00	0.00	2,013,120.00	0.00	1,998,788.88
	3133XN2F5	08-0012	FHLB 5.00 11/28/12	12/27/07	0.00	2,000,000.00	0.00	2,016,250.00	0.00	1,999,919.00
	3133XNFT1	08-0010	FHLB 5.00 12/03/12	12/03/07	0.00	3,500,000.00	0.00	3,515,312.50	0.00	3,500,000.00
	FHLB Total				**86,515,000.00**	**79,540,000.00**	**85,840,655.75**	**79,313,367.80**	**86,285,676.19**	**79,373,476.27**
	3128X0A33	06-0091	FHLMC 4.125 02/24/09	08/14/06	1,000,000.00	1,000,000.00	994,590.00	1,000,300.00	983,708.22	986,541.15
	3128X1DD6	04-0075	FHLMC 3.20 05/21/08	03/19/04	1,000,000.00	1,000,000.00	990,000.00	993,980.00	1,000,458.61	1,000,280.09
	3128X1EB9	03-0166	FHLMC 3.25 06/04/08	06/04/03	1,000,000.00	1,000,000.00	990,000.00	993,440.00	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	989,170.00	993,110.00	1,000,000.00	1,000,000.00
	3128X2GL3	04-0034	FHLMC 4.15 12/18/08	12/26/03	1,665,000.00	1,665,000.00	1,656,075.60	1,664,084.25	1,665,000.00	1,665,000.00
	3128X2JW6	04-0033	FHLMC 4.00 01/14/09	01/14/04	1,000,000.00	1,000,000.00	993,400.00	999,080.00	1,000,000.00	1,000,000.00
	3128X4ST9	06-0006	FHLMC 4.90 11/03/08	11/03/05	1,000,000.00	1,000,000.00	1,004,120.00	1,006,440.00	998,951.49	999,187.89
	3128X53M8	07-0060	FHLMC 5.55 04/16/12	07/09/07	7,000,000.00	7,000,000.00	7,037,310.00	7,034,440.00	6,944,616.19	6,947,424.79
	3128X8CS3	07-0057	FHLMC 5.625 06/20/11	06/20/07	5,675,000.00	5,675,000.00	5,721,251.25	5,720,570.25	5,667,559.32	5,668,010.28
	3128X8UL8	08-0011	FHLMC 5.00 12/11/12	12/17/07	0.00	3,000,000.00	0.00	3,013,590.00	0.00	2,994,937.69
	FHLMC Total				**20,340,000.00**	**23,340,000.00**	**20,375,916.85**	**23,419,034.50**	**20,260,293.83**	**23,261,381.89**
	313396MN0	07-0044-01	FHLMC Discount Note 0.00 10/04/07	05/04/07	3,000,000.00	0.00	2,998,800.00	0.00	2,998,689.82	0.00
	313396MZ3	07-0047-01	FHLMC Discount Note 0.00 10/15/07	05/11/07	2,000,000.00	0.00	1,996,400.00	0.00	1,995,926.41	0.00
	313396NG4	07-0049-01	FHLMC Discount Note 0.00 10/22/07	05/14/07	4,000,000.00	0.00	3,989,600.00	0.00	3,987,763.73	0.00
	FHLMC Discount Note Total				**9,000,000.00**	**0.00**	**8,984,800.00**	**0.00**	**8,982,379.96**	**0.00**

Portfolio Position
City of Plano - Treasury
Effective Interest - Actual Life
Receipts in Period
10/01/07 - 12/31/07

CUSIP	Invest Number	Security Description	Purchase Date	Par Value On 10/01/07	Par Value On 12/31/07	Market Val On 10/01/07	Market Val On 12/31/07	Amor Value On 10/01/07	Amor Value On 12/31/07
31359MF81	06-0037	FNMA 5.05 02/07/11	02/07/06	1,000,000.00	1,000,000.00	1,018,440.00	1,040,940.00	996,076.21	996,346.15
31359MSC8	04-0071	FNMA 2.00 06/04/08	03/09/04	1,000,000.00	1,000,000.00	990,000.00	994,690.00	1,000,000.00	1,000,000.00
3136F3A97	03-0196	FNMA 2.60 06/30/08	06/30/03	1,000,000.00	1,000,000.00	984,060.00	990,940.00	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	985,310.00	991,880.00	1,000,000.00	1,000,000.00
3136F42C7	04-0060	FNMA 3.80 02/03/09	02/03/04	1,000,000.00	1,000,000.00	990,940.00	997,810.00	1,000,000.00	1,000,000.00
3136F4Z98	04-0056	FNMA 4.05 01/16/09	01/16/04	2,000,000.00	2,000,000.00	1,987,500.00	1,998,760.00	2,000,000.00	2,000,000.00
3136F5EN7	06-0099	FNMA 4.30 03/02/10	08/29/06	2,000,000.00	2,000,000.00	1,986,880.00	2,000,000.00	1,958,602.90	1,962,655.96
3136F6KZ1	05-0008	FNMA 3.30 11/24/08	11/24/04	1,000,000.00	1,000,000.00	997,810.00	1,002,190.00	999,699.79	999,764.25
3136F6SU4	06-0097	FNMA 4.00 12/16/08	08/21/06	2,045,000.00	2,045,000.00	2,032,218.75	2,042,443.75	2,016,501.62	2,022,236.48
3136F6UH0	05-0024-01	FNMA 4.00 02/01/08	02/01/05	1,000,000.00	0.00	996,880.00	0.00	1,000,000.00	0.00
3136F7PM3	06-0035-01	FNMA 5.25 12/15/08	02/08/06	3,000,000.00	0.00	3,004,680.00	0.00	2,998,817.91	0.00
3136F7PM3	06-0034-01	FNMA 5.25 12/15/08	02/06/06	3,000,000.00	0.00	3,004,680.00	0.00	3,000,000.00	0.00
3136F7UU9	06-0039-01	FNMA 5.375 02/17/09	03/03/06	1,000,000.00	0.00	1,001,250.00	0.00	999,965.43	0.00
31398ACT7	07-0059	FNMA 5.59 06/04/12	07/09/07	5,195,000.00	5,195,000.00	5,230,741.60	5,232,352.05	5,175,414.48	5,176,468.06
31398ADL3	07-0056	FNMA 5.67 06/18/12	06/19/07	4,000,000.00	4,000,000.00	4,018,760.00	4,026,240.00	3,995,253.57	3,995,477.56
31398AJJ2	08-0006	FNMA 5.25 10/25/12	10/30/07	0.00	2,000,000.00	0.00	2,008,120.00	0.00	1,999,714.88
FNMA Total				**29,240,000.00**	**23,240,000.00**	**29,230,150.35**	**23,326,365.80**	**29,140,331.91**	**23,152,663.34**
313588MV4	07-0046-01	FNMA Discount Note 0.00 10/11/07	05/11/07	2,000,000.00	0.00	1,997,400.00	0.00	1,997,091.44	0.00
313588NC5	07-0050-01	FNMA Discount Note 0.00 10/18/07	05/14/07	3,000,000.00	0.00	2,993,700.00	0.00	2,992,571.53	0.00
313588NR2	07-0052-01	FNMA Discount Note 0.00 10/31/07	06/05/07	4,051,000.00	0.00	4,035,606.20	0.00	4,033,202.41	0.00
313588PV1	07-0054-01	FNMA Discount Note 0.00 11/28/07	06/14/07	3,500,000.00	0.00	3,474,450.00	0.00	3,470,299.92	0.00
FNMA Discount Note Total				**12,551,000.00**	**0.00**	**12,501,156.20**	**0.00**	**12,493,165.30**	**0.00**
TexPool	AR-0003	State Pool	10/01/99	75,193,860.52	103,122,352.55	75,193,860.52	103,122,352.55	75,193,860.52	103,122,352.55
State Pool Total				**75,193,860.52**	**103,122,352.55**	**75,193,860.52**	**103,122,352.55**	**75,193,860.52**	**103,122,352.55**
Combined Port Total				**280,880,178.13**	**297,081,403.07**	**280,090,491.14**	**297,011,431.17**	**280,293,242.47**	**296,692,759.84**

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Discussion/Action Items for Future Council Agendas

2008

February 11
Animal Shelter Advisory Committee

Public Hearing: Comprehensive Plan Revision - Request to amend the Economic Development Element of the Comprehensive Plan.

Zoning Case 2007-69 - Request to rescind Specific Use Permit #258 for Private Club on one lot on 0.1± acre located on the north side of Park Boulevard, 1,370± feet east of Preston Road. Zoned Retail. **Applicant: City of Plano**

Zoning Case 2007-70 - Request to rescind Specific Use Permit #260 for Private Club on one lot on 2.3± acres located on the north side of Plano Parkway, 200± feet east of U.S. Highway 75. Zoned Corridor Commercial. **Applicant: City of Plano**

Zoning Case 2007-71 - Request to rescind Specific Use Permit #264 for Private Club on one lot on 1.3± acres located on the east side of Preston Road, 550± feet north of Parker Road. Zoned Planned Development 184-Retail/Office-2. **Applicant: City of Plano**

Zoning Case 2007-72 - Request to rescind Specific Use Permit #274 for Private Club on one lot on 1.0± acre located 390± feet north of 15th Street, 755± feet west of U.S. Highway 75. Zoned Planned Development-474-Corridor Commercial. **Applicant: City of Plano**

Zoning Case 2007-73 - Request to rescind Specific Use Permit #305 for Private Club on one lot on 1.2± acres located on the west side of Preston Road, 670± feet south of Park Boulevard. Zoned Retail. **Applicant: City of Plano**

February 21 – District 1 Roundtable, Plano Centre, 7 p.m.

February 25
Mobility Report
DART Report
Comprehensive Monthly Financial Report

***March 4**
Transportation Advisory Committee

March 8 – 12 – NLC Congressional Cities Conference

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March 25 – *Council Candidate Briefing, 8:30 a.m., TRA
Cultural Affairs Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

3-Year Financial Forecast

March 26 – Management Team Meeting, TMC, 9:30 a.m.

April 1 – VIP Recognition Program, 7 p.m.

April 12 – Live Green Expo, Plano Centre

April 14
Public Art Commitee

April 28
Community Relations Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

May 10 – Election Day

May 12
Heritage Commission
Law Enforcement Memorial Service, 1 p.m.

May 20 – Canvass Day

May 26 – Memorial Day

May 27
Planning and Zoning Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

Item V
10

June 5 – District 3 Roundtable, PSA StarCenter, 7 p.m.

June 9
Transition and Revitalization Commission

June 21 – Runoff Election, if necessary

June 23
Board of Adjustment
Mobility Report
DART Report
Comprehensive Monthly Financial Report

June 25 – City Council Retreat

June 27 – 29 – TCMA Conference, Arlington, Texas

June 30 – Runoff Canvass, if necessary

July 4 – Independence Day

July 28
Building Standards Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report

***July 30**
Budget Council Meeting

August 11
Retirement Security Plan Committee

August 21 – District 4 Roundtable, PSA StarCenter, 7 p.m.

August 25
Parks and Recreation Planning Board
Mobility Report
DART Report
Comprehensive Monthly Financial Report

September 1 – Labor Day

September 8
Self Sufficiency Committee

September 19 – 24, ICMA Annual Conference, Richmond, VA

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September 22
Plano Housing Authority
Mobility Report
DART Report
Comprehensive Monthly Financial Report

October 13
TIF, No 1 & 2

October 27
Youth Advisory Commission
Mobility Report
DART Report
Comprehensive Monthly Financial Report
October 29 – 31 – TML Annual Conference, San Antonio

November 10

November 11 – 15 – NLC Congress of Cities, Orlando, FL

November 20 – District 2 Roundtable, Sockwell Center, 7 p.m.

November 24
Mobility Report
DART Report
Comprehensive Monthly Financial Report

November 27 & 28 – Thanksgiving Holidays

December 8

December 18 – Employee Holiday Luncheon, Plano Centre, 11 a – 1 p

December 22
Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 25 & 26 – Christmas & Winter Holidays

PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
January 14, 2008

COUNCIL MEMBERS

Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
Loretta Ellerbe
Harry LaRosiliere
Lee Dunlap

STAFF

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

Mayor Evans called the meeting to order at 5:05 p.m., Monday, January 14, 2008, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Deputy Mayor Pro Tem Callison and Council Member LaRosiliere arrived at 5:07 p.m. Council Member Ellerbe arrived at 5:08 p.m. Mayor Evans 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 Real Estate, Section 551.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:27 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session

No items were brought forward for consideration.

Comprehensive Monthly Financial Report

Director of Finance McGrane spoke regarding the November 2007 report, advising that revenues and expenditures were in line. He spoke to the effects of an audit adjustment, stated that unemployment was down and spoke to concerns related to sales tax collection. Mr. McGrane spoke to trends in the national and regional economy as well as the mortgage industry and declines in commercial and residential permits and water/sewer revenues. He advised that hotel/motel activity is up slightly and spoke to the anticipated bond sale. He spoke to diversification of the portfolio and the average yield doing well as compared to benchmarks.

Update on Water/Sewer Rates

Discussion of this item was deferred until consideration of Regular Agenda Item "1," an ordinance to amend specific sections of Ordinance No. 2004-9-28 codified as Section 21-133, and Ordinance No. 2007-4-21 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to establish the rates for Fire Hydrant Meter Services and increase the fee schedules for Water and Sewer Services effective February 1, 2008.

Update on Public Art Project for Municipal Libraries

Public Art Committee Chair Drotman spoke to the 2005 Texas Poet Laureate being Plano resident Alan Birkelbach and the decision to develop art for the libraries based on his pieces. He advised that Mr. Birkelbach has written a series of poems reflecting Plano life as the inspiration; spoke to each piece being unique but containing a common thread and to the total cost of $180,000. Mr. Drotman advised regarding the art selection process in which each library chose a poem, a call to artists was conducted and there was review by an Artist Selection Panel followed by a poetry reading and Community Input Meeting. He advised that Teresa Camozzi was awarded the contract and subsequently visited Plano, proposed designs to the Public Art Committee and presented them to the Library Advisory Board. Mr. Drotman spoke to the next steps including development of a contract for fabrication.

Cultural Program Coordinator Eubanks spoke to the location of pieces at each of the libraries while providing a description of the artwork and Mr. Birkelbach read an excerpt from each of the poems. Council Member Ellerbe commended Staff and the board for their efforts and Ms. Eubanks advised regarding anticipated completion in the fall/winter of 2008.

Presentation Regarding Municipal Setting Designation

City Engineer Upchurch spoke to the City being approached by a developer requesting the establishment of a Municipal Setting Designation (MSD) on a piece of property. He advised that an MSD is a procedure provided to allow the Texas Commission on Environmental Quality (TECQ) to minimize some environmental mitigation cleanup required on properties as they redevelop. Mr. Upchurch spoke regarding the process including public meetings and application to the City and advised if the Council approved establishment, it would be completed following Public Hearing and adoption of an ordinance to prohibit the use of ground water from that site for potable purposes. He spoke to TECQ then completing more detailed environmental analysis.

Mr. Upchurch advised that Staff's recommendation is to approve the process which would be done in an administrative fashion without technical review of the application, spoke regarding the current ordinance prohibiting the use of water wells for potable purposes and advised that an ordinance adopted for an MSD would be filed with the county. He proposed an administrative fee of $5,000 with the property owner being responsible for any publication costs and advised that with Council direction, Staff will prepare documents to put a process in place. City Attorney Wetherbee spoke to the role of the Council to limit access to ground water with any other mitigation of the property being addressed by the TECQ.

Mr. Upchurch advised the Council that while the current City ordinance may be revised, an MSD would be filed with the county similar to a deed restriction and run with the land. The Council concurred in directing Staff to prepare documents for their consideration.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent and Regular Agendas

Council Member Dunlap advised that due to possible conflicts of interest he would be stepping down on Consent Agenda Items "C," Bid No. 2008-29-B for 15th Street and Miscellaneous Drainage Improvements to RKM Utility Services, Inc., in the amount of $1,384,706 and "E," Bid No. 2008-32-B for Arterial Concrete Pavement Rehabilitation Project – Plano Parkway to Jim Bowman Construction Company, L.P., in the amount of $464,900.

Council Reports

Council Member Ellerbe advised that the Regional Transportation Council has not addressed how to handle Plano's receipt of credit for monies put into S.H. 121 and stated she would follow up. City Manager Muehlenbeck spoke to the Collin County Transportation Summit covering many of the issues previously discussed by the Council, included funding of the Parker Road overpass and advised that without the North Texas Tollway Authority payment to the state related to S.H. 121 very few projects would be constructed in the region for a while. Mayor Evans spoke to indexing of the gasoline tax.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 7:03 p.m.

_____
Pat Evans, Mayor

ATTEST

_____
Diane Zucco, City Secretary

PLANO CITY COUNCIL
January 14, 2008

COUNCIL MEMBERS
Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
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Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
John Gilliam, First Assistant City Attorney
Diane Zucco, City Secretary

Mayor Evans convened the Council directly into the Regular Session from the Preliminary Meeting at 7:03 p.m. on Monday, January 14, 2008, in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Imam Yaseen Shaikh of the Islamic Association of Collin County.

The Pledge of Allegiance was led by Representatives of the Boys & Girls Clubs of Collin County – Plano.

SPECIAL RECOGNITIONS AND PROCLAMATIONS

Mayor Evans received the NLC Gold Award in the amount of $2,000 for the Plano African American Museum.

OATHS OF OFFICE

Mayor Evans administered an oath of office to Marilyn Mahoney of the Cultural Affairs Commission.

BOARD AND COMMISSION REPORT

Library Advisory Board Chair Myer advised that Plano was listed as having the 28th best library system by the America's Most Literate Cities 2007 Study and recognized the efforts of the City Council, Library Staff, Friends of the Plano Public Library, and Plano Public Library Foundation. He spoke to the Libraries Public Art Project and collaborative efforts between City Council, Public Art Committee, and the library system. Mr. Meyer spoke to the genealogy collection moving to Haggard Library from Harrington Library and ongoing library events including author visits, book launch, teen reads, Chinese/English bi-lingual story time and *Tales for Two*. He thanked Council for budgetary support and invited citizens to visit City libraries.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon the request of Council Member Dunlap, Consent Agenda Items "C" and "E" were removed for individual consideration due to possible conflicts of interest.

Upon a motion made by Council Member Ellerbe and seconded by Mayor Pro Tem Magnuson, the Council voted 8-0 to approve and adopt all remaining items on the Consent Agenda as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

December 18, 2007

Approval of Expenditures

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

Bid No. 2008-25-B for Cheyenne Park Improvements and Russell Creek Park Improvements to Dean Electric, Inc., dba Dean Construction in the amount of $1,987,417. Cheyenne Park improvements include irrigation renovation, plaza paving, backstop and dugout renovation, bleacher shade structures, loop trail, benches, soccer goal storage area, renovation of the parking lot screen along Matterhorn Drive, resurfacing the existing asphalt parking lots and a building for storage and the irrigation pump. Russell Creek Park improvements include irrigation renovation in the northwest corner of the park, concrete bleacher pads, and renovation of concrete cricket pitch/player bench pads. [Consent Agenda Item (B)] (Exhibit "A")

Bid No. 2008-21-B for Headquarters – Parkwood to Preston to McMahon Contracting, L.P., in the amount of $681,307. The project consists of construction of additional street lanes and street lighting on Headquarters Drive from Parkwood Boulevard to Preston Road along with miscellaneous related construction. [Consent Agenda Item (D)] (Exhibit "B")

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

To approve an Engineering Services Contract by and between the City of Plano and Binkley & Barfield, Inc., in the amount of $104,000 for design of Baffin Bay Drive and Morton Vale Road, and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (F)]

To approve an Engineering Services Contract by and between the City of Plano and Teague Nall and Perkins, Inc., in the amount of $658,500 for the 14th Street – Avenue K to Ridgewood Drive Reconstruction and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (G)]

Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).

To authorize the purchase of one Caterpillar 416 E Backhoe Loader in the amount of $63,455 from Holt Cat through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#268-07) [Consent Agenda Item (H)]

To authorize the purchase of Air-Cooled Helical Rotary Water Chiller in the amount of $159,290 from Trane, a division of American Standard, Inc. through The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4669) [Consent Agenda Item (I)]

To authorize the purchase of nineteen Black & White Chevrolet Police Tahoes and four White Chevrolet Police Tahoes in the amount of $672,967 from Caldwell Country Chevrolet through an existing contract/agreement with Texas Association of School Buyboard Purchase Program and authorizing the City Manager to execute all necessary documents. (#281-07)) [Consent Agenda Item (J)]

Approval of Change Order

To PBS&J, increasing the Professional Services Contract by $147,514 for Chaparral – Avenue K to East City Limits, Contract Modification No. 1; and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (K)]

Approval of Contract Modification

To approve Contract Modification #1, Plano Heritage Association d/b/a Heritage Farmstead Museum, increasing the contract by $29,330 for use exclusively for repairs/restoration of the Thornton House, as described in Exhibit "A" of the Funding Agreement and creating a total of $49,330 required to be used for these purposes during this fiscal year and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (L)]

To approve the First Modification of contract by and between the City of Plano and Hay Group Inc. for Employee Benefits Consulting Services in the estimated amount of $165,000 for year two of a three year contract, and authorizing the City Manager to execute all necessary documents. (2006-154-C) [Consent Agenda Item (M)]

To approve the First Modification of contract by and between the City of Plano and Arthur J. Gallagher Risk Management Services, Inc. for Broker of Records Services in the amount of $25,500 for the first optional renewal period, and authorizing the City Manager to execute all necessary documents. (2007-3-C) [Consent Agenda Item (N)]

To approve the First Modification of contract by and between the City of Plano and Arthur J. Gallagher Risk Management Services, Inc. for Risk Control Services in the amount of $24,500 for the first optional renewal period, and authorizing the City Manager to execute all necessary documents. (2007-4-C) [Consent Agenda Item (O)]

Approval of Rate Setting

To award an offer between E-Recycler and the City of Plano for Electronic Recycling Collection Services. This agreement establishes rates for the citizens who utilize this service and there is no actual cost to the City of Plano. [Consent Agenda Item (P)]

Adoption of Resolutions

Resolution No. 2008-1-1(R): To accept the findings and opinions of the Annual Audit; authorizing the City Manager to publish the results thereof; and providing an effective date. [Consent Agenda Item (Q)]

Resolution No. 2008-1-2(R): To approve the terms and conditions of a Multi-Jurisdictional Pretreatment Agreement by and between the City of Plano and the North Texas Municipal Water District (NTMWD) providing terms and conditions for each entity in the conduct of the required Pretreatment Program; authorizing the City Manager to execute any and all documents deemed necessary to effectuate the action taken; and providing an effective date. [Consent Agenda Item (R)]

Resolution No. 2008-1-3(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the North Central Texas Council of Governments providing terms and conditions for the funding to facilitate Public Awareness and Education Opportunities to reduce littering and illegal dumping; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (S)]

Resolution No. 2008-1-4(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Texas Council of Governments providing terms and conditions for the funding for Multi-Family Recycling, Compact Fluorescent Light (CFL) Bulb Recycling, Construction and Demolition Deposit Incentive Program, and "Going Green" Business Community Rollout; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (T)]

Resolution No. 2008-1-5(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Texas Council of Governments providing terms and conditions for the funding of a series of Live Green 2008 Expo Recycling Exhibits; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (U)]

Resolution No. 2008-1-6(R): To approve an Annual Contract with renewals with DriveCam Inc., a sole source provider, for the purchase of DriveCam Products and Managed Services for implementation and maintenance of cameras and recorders on City Operated Vehicles in an estimated annual amount of $237,650; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the contract; and providing an effective date. [Consent Agenda Item (V)]

Adoption of Ordinances

Ordinance No. 2008-1-7: To abandon all right, title and interest of the City, in and to a portion of those certain Access Easements recorded in Volume 2233, Page 823, Volume 2876, Page 239, and Cabinet I, Page 274 of the Land Records of Collin County, Texas, being situated in Lot 1R, Block A of Carpenter Plaza Shopping Center Addition, an addition to the City of Plano, Texas, as recorded in Cabinet I, Page 274 of the Map Records of Collin County, Texas, which is located within the City limits of Plano, Collin County, Texas; quitclaiming all right, title and interest of the City in such easements to the abutting property owner, Whisenant/Carpenter LP, to the extent of its interest; authorizing the City Manager to execute any documents deemed necessary; and providing an effective date. [Consent Agenda Item (W)]

Ordinance No. 2008-1-8: To amend Ordinance No. 2007-5-20 relating to City of Plano Retirement Security Plan as restated January 1, 2007 to provide that the last paragraph of Section 6.2 "Early Pension" in Article VI "Amount of Retirement Benefits" be effective November 1, 1998; authorizing its execution by the City Manager; providing a repealer clause, a severability clause, a savings clause, and an effective date. [Consent Agenda Item (X)]

END OF CONSENT

Due to possible conflicts of interest, Council Member Dunlap stepped down from the bench on the following two items which were considered concurrently.

Bid No. 2008-29-B for 15th Street and Miscellaneous Drainage Improvements to RKM Utility Services, Inc., in the amount of $1,384,706. The project consists of the installation of drainage pipe and inlet improvements on 15th Street from Columbia Place to the system outfall into Spring Creek, with additional inlet installation on Columbia Place at 15th Street and north of 15th Street at Danube Lane and at Geneva Lane. Also included will be the installation of additional storm drain inlets on Alma Drive between Parker Road and Revere Circle and on Ohio Drive between Quincy Lane and Old Pond Drive. [Consent Agenda Item (C)] (Exhibit "C")

Bid No. 2008-32-B for Arterial Concrete Pavement Rehabilitation Project – Plano Parkway to Jim Bowman Construction Company, L.P., in the amount of $464,900. This project involves the replacement of arterial street paving, curb and gutter, sidewalk repair and barrier free ramp construction on Plano Parkway between Dallas North Toll Road and Ohio Drive. [Consent Agenda Item (E)] (Exhibit "D")

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Callison, the Council voted 7-0 to approve Bid No. 2008-29-B for 15th Street and Miscellaneous Drainage Improvements to RKM Utility Services, Inc., in the amount of $1,384,706 and Bid No. 2008-32-B for Arterial Concrete Pavement Rehabilitation Project – Plano Parkway to Jim Bowman Construction Company, L.P., in the amount of $464,900.

Council Member Dunlap resumed his place at the bench.

Ordinance 2008-1-9: To amend specific sections of Ordinance No. 2004-9-28 codified as Section 21-133, and Ordinance No. 2007-4-21 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to establish the rates for Fire Hydrant Meter Services and increase the fee schedules for Water and Sewer Services effective February 1, 2008, and providing a repealer clause, a severability clause, a savings clause, and an effective date. [Regular Agenda Item (1)]

Director of Budget and Research Rhodes spoke to City policy to maintain 45 days of working capital in the Water and Sewer Fund and the current $6.5 million deficit. She discussed the contributing factors which include inconsistent precipitation conditions, an $8.5 million major sewer break repair, and depletion of the Reserve Fund in efforts to offset rates. Ms. Rhodes spoke to the $22.4 million financial impact since 2002 due to the "Take or Pay Contract" between the City and North Texas Water Municipal District (NTWMD) that obligates the City to pay an annual set amount regardless of usage and water revenues. She additionally provided a brief history of water and sewer rates and upcoming NTWMD rate increases.

Ordinance 2008-1-9 (cont'd)

Ms. Rhodes spoke to the recommendation proposed by the Finance Committee to implement water and sewer rate increases February 1, 2008 rather than May 1, 2008, extend summer months to include April and October to encourage conservation during heavy irrigation months, increase fire hydrant meter and back flow rental deposit from $700 to $1,050 and installation costs from $30 to $50. She further spoke to establishing a Water and Sewer Reserve Fund Policy in order to offset future rate increases and unforeseen weather patterns and updating the Water and Sewer Cost of Service Plan to differentiate the fund into separate funds for water and sewer.

Council Member Stahel spoke to the need to encourage modern conservation through future education and conservation plans in efforts toward not exceeding the established peak under the "Take or Pay Contract" with NTWMD. Ms. Rhodes responded to Council Member Stahel and stated that the extension of summer months would assist with water conservation and that she would bring his request regarding public awareness to the committee.

Upon a motion made by Council Member LaRosiliere and seconded by Mayor Pro Tem Magnuson, the Council voted 8-0 to amend specific sections of Ordinance No. 2004-9-28 codified as Section 21-133, and Ordinance No. 2007-4-21 codified as Sections 21-135, 21-136 and 21-147, of Article IV, Service Charges Generally, of Chapter 21, Utilities, of the Code of Ordinances of the City of Plano, to establish the rates for Fire Hydrant Meter Services and increase the fee schedules for Water and Sewer Services effective February 1, 2008, and providing a repealer clause, a severability clause, a savings clause, and an effective date; and further to adopt Ordinance No. 2008-1-9.

Public Hearing and Consideration of an Ordinance as Requested in Zoning Case 2007-57 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 589 so as to allow the additional use of Day Care Center on 0.5± acre of land located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Light Industrial-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. Applicant: University of Gymnastics. (Tabled 12/10/2007). [Regular Agenda Item (2)]

Council Member Stahel made a motion to remove the item from the table which he then rescinded after Director of Planning Jarrell advised that the applicant requested the item remain on the table.

Zoning Case 2007-57 (cont'd)

Upon a motion made by Council Member Dunlap and seconded by Council Member Johnson, the Council voted 8-0 to table consideration of an ordinance as requested in Zoning Case 2007-57 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 589 so as to allow the additional use of Day Care Center on 0.5± acre of land located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Light Industrial-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 until February 11, 2008.

Public Hearing and adoption of Ordinance 2008-1-10 to amend the "Land Use and Transportation Element" of the Comprehensive Plan along with the Future Land Use Plan and Thoroughfare Plan Maps as originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano. [Regular Agenda Item (3)]

Senior Planner Sims spoke to the components and recommended updates to the "Land Use and Transportation Element" of the Comprehensive Plan along with the Future Land Use Plan and Thoroughfare Plan Maps. Mr. Sims spoke to updating the elements to reflect current trends and issues impacting land use and transportation planning since the last update in 2004 and highlighted the changes in the land use and transportation element texts, land use and thoroughfare plan maps, and stated there would be no changes in the included thoroughfare cross sections and bicycle transportation plan map. He spoke to the increased emphasis on land use/transportation connection, balancing supply of land for future economic development and current demand for residential use, efficient use of existing systems, managing travel demand to improve air quality and mitigate traffic congestion and criteria for prioritizing future transportation projects. Council Member Ellerbe requested amendments be more clearly defined in future requests. Mr. Sims responded to City Manager Muehlenbeck regarding traffic studies done on Chaparral Road and stated that recommended amendments would be of benefit to both the City of Plano and the City of Allen.

Mayor Evans opened the Public Hearing. Valerie Ray of Stoney Hollow Homeowners Association requested the plan be permanently changed from six lanes to four lanes along Los Rios Boulevard between FM 544 and Parker Road due to low traffic and completed build out and stated that six lanes would increase the speed limit within two school zones and potentially eliminate landscaping and trees along the median of Los Rios Boulevard. Council Member Stahel spoke Los Rios Boulevard no longer being considered as a major loop. Mr. Sims responded to Council regarding the six lane sections on Los Rios Boulevard and stated the preliminary studies indicate no need to widen the remaining sections. Mayor Evans spoke to the potential impacts of road widening on the bike lane.

Mr. Sims and Ms. Jarrell spoke to Council regarding the options for amending the thoroughfare and bicycle transportation plan and to this portion of the request being returned to Planning and Zoning Commission for review and further traffic study.

Chuck Holley of Creek Side North Homeowner's Association spoke to the traffic flow along Los Rios Boulevard and requested the plan to be amended to four lanes. Citizen Alan Smith spoke to the land use plan within his neighborhood and the growth of the Research Technology District and requested the plan not be amended. Citizen James Kubota spoke regarding City personnel and services. No one else appeared to speak. Mayor Evans closed the Public Hearing.

Upon a motion made by Council Member Stahel and seconded by Council Member Dunlap, the Council voted 8-0 to amend the "Land Use Element" of the Comprehensive Plan along with the Future Land Use Plan Map originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapters as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date; and to adopt Ordinance 2008-1-10; and further directed Staff to return the amended Thoroughfare Plan Map, Transportation Element text, and the Bicycle Map to the Planning and Zoning Commission.

Resolution No. 2008-1-11(R): To accept and approve the "City of Plano Master Facilities Plan" as a guide for evaluating for the coordinated development and use of City facilities in the City of Plano, Texas; and providing an effective date. [Regular Agenda Item (4)]

Senior Planner Kate Perry spoke to the Master Facilities Plan and efforts to formalize the document through a resolution to enhance the link between the facilities planning and the Community Investment Program (CIP). She reviewed the planning criteria, procedures and responsibilities, and role of the Facilities Planning Committee. Ms. Perry responded to Council Member Dunlap regarding the Master Facilities Plan review process and City Manager Muehlenbeck spoke to Planning and Zoning Commission review and direction on the CIP building projects funded by bond referendums.

Upon a motion made by Council Member Dunlap and seconded by Mayor Pro Tem Magnuson, the Council voted 8-0 to accept and approve the "City of Plano Master Facilities Plan" as a guide for evaluating for the coordinated development and use of City facilities in the City of Plano, Texas; and providing an effective date; and further to adopt Resolution No. 2008-1-11(R).

There being no further discussion, Mayor Evans adjourned the meeting at 8:22 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

Exhibit "A" to 1-14-08 Minutes

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/14/08	Reviewed by Legal PM	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		12/28/07
Dept Signature:	Don Wendell	City Manager		12/28/07
Agenda Coordinator (include phone #):	Susan Berger (7255)			

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

CAPTION

Award/Rejection of Bid/Proposal and Conditional Acceptance for Bid No. 2008-25-B for Cheyenne Park Improvements and Russell Creek Park Improvements to Dean Electric, Inc., dba Dean Construction in the amount of $1,987,417.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	3,239,772	4,440,228	3,025,000	**10,705,000**
Encumbered/Expended Amount	-3,239,772	-468,378	0	**-3,708,150**
This Item	0	-1,987,417	0	**-1,987,417**
BALANCE	0	1,984,433	3,025,000	**5,009,433**

FUND(S): PARK IMPROVEMENTS CIP & CAPITAL RESERVE

COMMENTS: Funds are included in the 2007-08 Park Improvements CIP & Capital Reserve. This item, in the amount of $1,984,417, will leave a current year balance of $1,984,433 for the Athletic Field Improvements, Neighborhood Park Improvements and Athletic Fields Renovation projects.

STRATEGIC PLAN GOAL: Park improvements and renovations relate to the City's Goal of "Premier City in Which to Live."

SUMMARY OF ITEM

Staff recommends that the bid received from Dean Electric, Inc. dba Dean Construction in the amount of $1,987,417 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. This amount includes the base bid of $1,912,835, Alternate 1 in the amount of $14,770, and Alternate 2 in the amount of $59,812

The bid includes renovations at Cheyenne and Russell Creek Parks. Cheyenne Park improvements include irrigation renovation, plaza paving, backstop and dugout renovation, bleacher shade structures, loop trail, benches, soccer goal storage area, renovation of the parking lot screen along Matterhorn Drive, resurfacing the existing asphalt parking lots, and a building for storage and the irrigation pump. Russell Creek Park improvements include irrigation renovation in the northwest corner of the park, concrete bleacher pads, and renovation of concrete cricket pitch/player bench pads.

The low bid is under the consultant's estimate of $2,651,269 and the available project funding of $2,200,000.

REV 08/98

Exhibit "B" to 1-14-08 Minutes

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	01/14/08	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Upchurch	Executive Director		
Dept Signature:		City Manager		4/28/07
Agenda Coordinator (include phone #):	Irene Pegues (7198)		Project No. 5734	

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

CAPTION

Award of Bid for Bid No. 2008-21-B for Headquarters – Parkwood to Preston to McMahon Contracting, L.P., in the amount of $681,307.40.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	38,292	961,708	0	1,000,000
Encumbered/Expended Amount	-38,292	-22,263	0	-60,555
This Item	0	-681,307	0	-681,307
BALANCE	0	258,138	0	258,138

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of $681,307, will leave a current year balance of $258,138 for the Headquarters – Parkwood to Preston project.

STRATEGIC PLAN GOAL: Additional street lanes and lights relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Staff recommends award of base bid to McMahon Contracting, L.P., in the amount of $681,307.40, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is JRJ Paving, L.P., in the amount of $783,735.06.

Engineer's estimate was $1,130,000.00.

The alternative bid not being awarded consists of a paving section of 10" pavement on prepared base in lieu of the City standard of 8" pavement on a lime treated base. The alternative was considered for ease of construction. The project consists of construction of additional street lanes and street lighting on Headquarters from Parkwood to Preston along with miscellaneous related construction.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary	N/A
Location Map	

EM\AGENDA:0114HQ-Parkwood2Preston-McMahon

REV 08/98

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Exhibit "C" to 1-14-08 Minutes

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/14/08	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Upchurch	Executive Director		12/28/07
Dept Signature:		City Manager		12/28/07
Agenda Coordinator (include phone #):	Irene Peques (7198)	Project No. 5635		

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

CAPTION

Award of Bid for Bid No. 2008-29-B for 15th Street and Miscellaneous Drainage Improvements to RKM Utility Services, Inc., in the amount of $1,384,706.10.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	83,100	1,768,900	0	**1,852,000**
Encumbered/Expended Amount	-83,100	-13,300	0	**-96,400**
This Item	0	-1,384,706	0	**-1,384,706**
BALANCE	0	370,894	0	**370,894**

FUND(S): MUNICIPAL DRAINAGE CIP

COMMENTS: Funds are included in the 2007-08 Municipal Drainage CIP. This item, in the amount of $1,384,706, will leave a current year balance of $370,894 for the 15th Street Drainage project.

STRATEGIC PLAN GOAL: Drainage construction relates to the City's Goal of Livable Neighborhoods and Urban Centers.

SUMMARY OF ITEM

Staff recommends bid of RKM Utility Services, Inc., in the amount of $1,384,706.10 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Jim Bowman Construction Co., L.P. in the amount of $1,392,762.60. Five bids were received.

Engineers' estimate was $2,000,000.00

The project consists of the installation of drainage pipe and inlet improvements on 15th Street from Columbia Place to the system outfall into Spring Creek, with additional inlet installation on Columbia Place at 15th Street and north of 15th Street at Danube Lane and at Geneva Lane. Also included will be the installation of additional storm drain inlets on Alma Drive between Parker Road and Revere Circle and on Ohio Drive between Quincy Lane and Old Pond Drive. .

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary Location Map	N/A

EM\AGENDA:0114-15thStrDrng-5635

REV 08/98

Exhibit "D" to 1-14-08 Minutes

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/14/08	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Public Works Administration / Michael Rapplean		Initials	Date
Department Head	Jimmy Foster	Executive Director		1-08-08
Dept Signature:		City Manager		1/8/08
Agenda Coordinator (include phone #):	Margie Stephens (X4104)			

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

CAPTION

Award, Rejection of Bids/Proposals, Bid No. 2008-32 - B, 2007-08 Arterial Concrete Pavement Rehabilitation Project - Plano Parkway to Jim Bowman Construction Company, L.P., in the amount of $464,900.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,982,520	3,517,480	2,300,000	**8,800,000**
Encumbered/Expended Amount	-2,982,520	-983,946	0	**-3,966,466**
This Item	0	-464,900	0	**-464,900**
BALANCE	0	2,068,634	2,300,000	**4,368,634**
FUND(S): CAPITAL RESERVE				

COMMENTS: Funds are included in the 2007-08 Capital Reserve Fund. This item, in the amount of $464,900, will leave a current year balance of $2,068,634 for the Arterial Concrete Repair project.

STRATEGIC PLAN GOAL: Arterial concrete repair relates to the City's Goals of Safe, Efficient Travel and Premier City in which to live.

SUMMARY OF ITEM

Staff recommends the bid of Jim Bowman Construction Company, L.P., in the amount of $464,900.00, be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.

This project involves the replacement of arterial street paving, curb and gutter, sidewalk repair and barrier free ramp construction on Plano Parkway between Dallas North Toll Road and Ohio Drive.

The secondary vendor being recommended is McMahon Contracting in the amount of $525,210.00.

Engineer's estimate for this project is $531,250.00.

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

REV 08/98

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Plano Senior Citizen Advisory Board

- Mary Jane Ketcham, Chairperson
  - Annette Vineyard, Vice-Chairperson
- Tracey Dry
- William Gibson
- Sonja Hammar
- Jim Hudson
- Jay Lewis
- Dee Taylor
- Kevin Yarrow

Council Liaisons
Lee Dunlap, Council Member
Scott Johnson, Council Member

Parks and Recreation Staff
Colette Hall
Diann Hand

Plano Senior Citizen Advisory Board

CONCERNS and RECOMMENDATIONS:

- **Affordable senior housing**
  - Investigate the feasibility of building or converting currently vacant buildings into senior housing
- **How seniors get vital information**
  - Enhance the current senior information on the City's website
  - Enhance Geriatric Wellness Center website to include healthcare information
  - Mail out Plano Senior Recreation Center's newsletter
- **Transportation recommendation from the 2007 MP3 report**
  - Support and follow up MP3's recommendation

The end

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	**1/28/08**	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		
Agenda Coordinator (include phone #):	**Sharon Wright ext. 7107**			

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

CAPTION

Proclamation: Heart Awareness Month - February, 2008

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

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		1/18/08
Dept Signature:	Don Wendell	City Manager		1/18/08
Agenda Coordinator (include phone #):	Susan Berger (7255)			

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

CAPTION

Award/Rejection of Bid/Proposal and Conditional Acceptance for Bid No. 2008-23-B for Plano Centre Parking Lot Addition to Walls Enterprises in the amount of $197,763.75.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,283,287	0	**1,283,287**
Encumbered/Expended Amount	0	-118,839	0	**-118,839**
This Item	0	-197,764	0	**-197,764**
BALANCE	0	966,684	0	**966,684**

FUND(S): CONVENTION & TOURISM

COMMENTS: Funds are included in the FY 2007-08 Civic Center Equipment Replacement Fund within the Convention & Tourism Fund. The parking lot addition, in the amount of $197,764, will leave a current year balance of $966,684 in the Civic Center Equipment Replacement Fund for other equipment replacement.

STRATEGIC PLAN GOAL: Additions to parking lots relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Staff recommends that the bid received from Walls Enterprises in the amount of $197,763.75 be accepted as the lowest responsible conditioned upon timely execution of any necessary contract documents. The bid of $197,763.75 is slightly above the consultant's estimate of $182,000 but is within the project budget of $200,000.

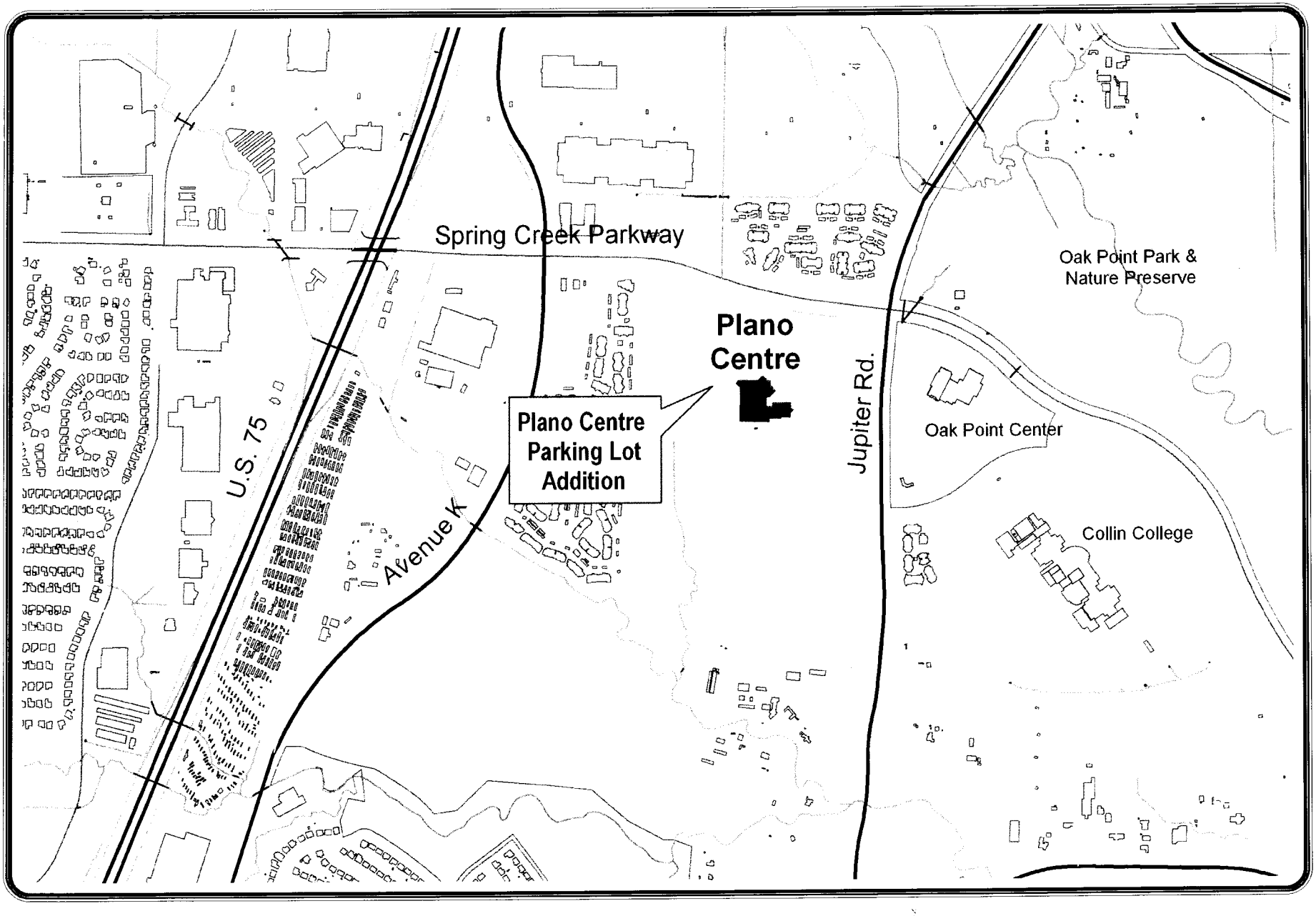
The bid is for construction of a reinforced concrete parking lot with 131 spaces, grading, a subsurface storm drainage, tree planting, and erosion control.

In the event the low bidder cannot execute contract documents, staff recommends that the project be awarded to the second lowest bidder, JRJ Paving, LP, for $222,915.00. References of Walls Enterprises and JRJ Paving, LP report good quality construction and performance in a timely manner.

CITY OF PLANO
COUNCIL AGENDA ITEM

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

b-2



Plano Centre Parking Lot Addition

Parks & Recreation Department
Park Planning

CITY OF PLANO
BID TABULATION
2008-23-B
PLANO CENTRE PARKING LOT ADDITION
Project No. 5823
Monday, November 26, 2007 @ 3:30 PM (CST)

CONTRACTOR	BID BOND	TOTAL BASE
Wall Enterprises	Yes	$197,763.75
JRJ Paving, LP	Yes	$222,915.05
North Texas Contracting, Inc.	Yes	$243,166.00
Advance Paving Co.	Yes	$259,700.00
Irricon Const.	Yes	$260,000.00
Estrada Concrete Co., LLC	Yes	$265,500.00

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

Sharron Mason — November 26, 2007

Sharron Mason, Buyer — Date

"BID TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION
CITY OF PLANO TEXAS

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:	Mike R	City Manager		1/23/08
Agenda Coordinator (include phone #):	Sharron Mason, Buyer - x7247			

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No. 2008-9-B for Ridgeview Communications Shelter to GFRC Shelters in the annual amount of $213,074.00.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	213,074	0	213,074
Encumbered/Expended Amount	0	0	0	0
This Item	0	213,074	0	213,074
BALANCE	0	0	0	0

FUND(S): INERGOVERNMENTAL RADIO (017)

COMMENTS: Funds are available in the Intergovernmental Radio Fund for the supply and installation of the Ridgeview Communications Shelter.

STATEGIC PLAN GOAL: Installation of this Item relates to the City's goal of Livable and Sustainable Community and "Service Excellence".

SUMMARY OF ITEM

Staff recommends the Best Value bid of GFRC Shelters be accepted as best value for the City of Plano conditioned upon timely execution of any necessary contract documents. The Ridgeview Communications Shelter expenditure for this one-time purchase is $213,074.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Recommendation Memo, Best Value Bid Tab	

city of plano

Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

Date: December 17, 2007

To: Sharron Mason, Purchasing Agent

From: Ron Goldsmith, Manager, Radio Shop

Ref: Recommendation of Award of Bid 2008-9-B

Our Review Committee has evaluated all three bids for the supply and installation of the Ridgeview Shelter.

It is our recommendation that the bid be awarded to GFRC Shelters in the amount $213,074.00.

P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
www.plano.gov

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CITY OF PLANO

BID NO. 2008-9-B

Ridgeview Communications Shelter

CORRECTED
BEST VALUE BID TABULATION

Proposal opening Date/Time: November 29, 2007 @ 3:00 pm (CST)

	Total Weighted Score	Vendor Pricing
GFRC Shelters	4.165	$213,074.00
Sabre Communications	3.845	$154, 194.00
Modular Connections, LLC	3.455	$189,936.00

Based on Total Weighted Technical Score award recommendation to: GFRC Shelters

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"BEST VALUE TABULATION STATEMENT"

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION
CITY OF PLANO TEXAS

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager	JOP	1/18/08
Agenda Coordinator (include phone #):	January Cook X7376			

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

CAPTION

Award, rejection of Bids/Proposals for Bid No. 2008-26-B for Steel Signal Pole Assembly to ReliaPOLE Solutions, Inc. in the amount of $91,770.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,000,000	0	**1,000,000**
Encumbered/Expended Amount	0	-320,413	0	**-320,413**
This Item	0	-91,770	0	**-91,770**
BALANCE	0	587,817	0	**587,817**

FUND(S): MUNICIPAL WAREHOUSE FUND

COMMENTS: Funds are included in the FY 2007-08 adopted budget for the purchase of steel signal pole assemblies. The remaining balance will be used for other warehouse stock purchases.

STRATEGIC PLAN GOAL: Steel signal pole assemblies relate to the City's goal of "Safe, Efficient Travel."

SUMMARY OF ITEM

Staff recommends bid of ReliaPOLE Solutions, Inc. in the amount of $91,770 be accepted as lowest responsible, responsive bid meeting specifications conditioned upon timely execution of any necessary contract documents. This is for the purchase of steel signal pole assemblies to be installed at various City of Plano intersections.

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

REV 08/98

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CITY OF PLANO

BID NO. 2008-26
STEEL SIGNAL POLE ASSEMBLY

BID RECAP

Bid opening Date/Time: November 29, 2007 @ 4:00PM

Number of Vendors Notified: 305

Vendors Submitting "No Bids": 15

Number of Bids Submitted: 5

K.W. Industries
Traffco Products
Structural Steel Products
Union Metal Corporation

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

ReliaPOLE Solutions, Inc. $91,770

January M. Cook

January M. Cook, CPPB
Senior Buyer
Purchasing Division

January 15, 2008
Date

d.2

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Upchurch	Executive Director		[redacted]
Dept Signature:		City Manager		1/22/08
Agenda Coordinator (include phone #):	Irene Peques (7198)		Project No. 5385.2	
ACTION REQUESTED:	☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT			
	☒ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER			

CAPTION

Award of Bid for Bid No 2008-58-B for construction of Intersection Improvements – Coit Road at Legacy Drive to Jim Bowman Construction Co., L.P. in the amount of $661,992.11.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	373,871	1,033,682	0	**1,407,553**
Encumbered/Expended Amount	-373,871	-43,563	0	**-417,434**
This Item	0	-661,992	0	**-661,992**
BALANCE	0	328,127	0	**328,127**

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

COMMENTS: Funds are included in the 2007-08 DART and Street Improvement CIP. This item, in the amount of $661,992, will leave a current year balance of $328,127 for the Intersection Improvements – Coit Road/Legacy Drive and Intersection Improvements 2004 projects.

STRATEGIC PLAN GOAL: Intersection improvements relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

Staff recommends bid of Jim Bowman Construction Company, L.P., in the amount of $ 661,992.11 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Tiseo Paving Company in the amount of $ 882,299.15.

Engineers' estimate was $ 934,000.00.

The project consists of construction of intersection improvements at the intersection of Coit Road and Legacy Drive. The project will involve roadway widening to provide for double left turns at all intersection approaches along with additional dedicated right turn lanes for east and west bound traffic on Legacy Drive.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Bid Summary Location Map	N/A

BID SUMMARY

INTERSECTION IMPROVEMENTS - COIT ROAD AT LEGACY DRIVE

PROJECT NO. 5385.2

BID NO. 2008-58-B

BID RANK	BIDDER	BASE BID
1	Jim Bowman Construction Co., L.P.	$ 661,992.11
2	Tiseo Paving Co.	$ 882,299.15
3	JRJ Paving, L.P.	$ 905,311.97
4	Rebcon, Inc.	$ 947,457.20
5	Gibson & Associates, Inc.	$ 1,060,502.74

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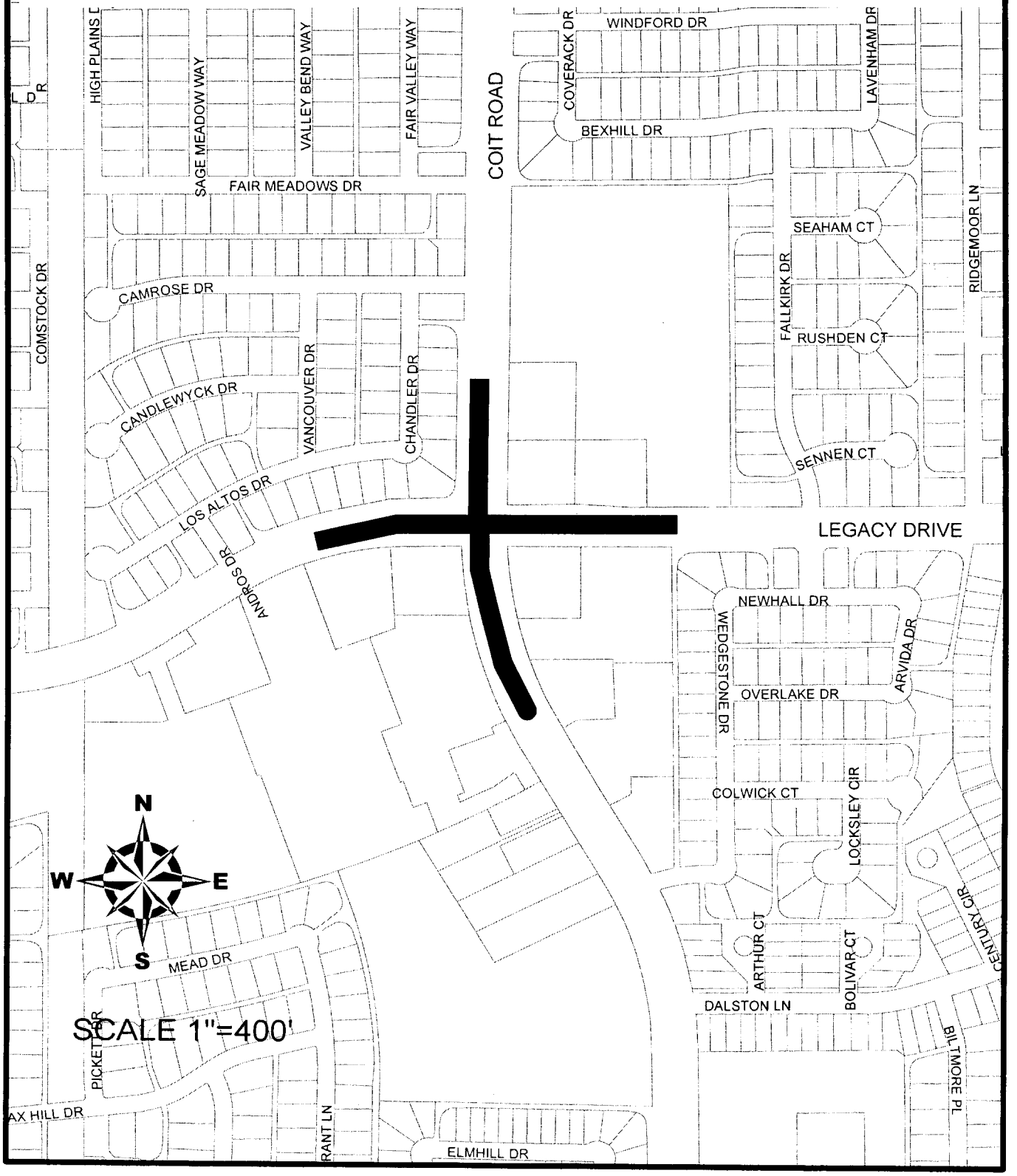
INTERSECTION IMPROVEMENTS TO COIT ROAD AT LEGACY DRIVE PROJECT NO. 5385.2



e-3

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		
Dept Signature:		City Manager		1/18/08
Agenda Coordinator (include phone #):	Susan Berger (7255)			

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

CAPTION

To approve and authorize a contract with La Terra Studio, Inc. to provide Landscape Architectural Services in conjunction with improvements for Legacy Trail from Preston Road to the TXU easement south of Tennyson Parkway, in an amount not to exceed $189,420 and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	6,650	293,350	2,700,000	**3,000,000**
Encumbered/Expended Amount	-6,650	-1,850	0	**-8,500**
This Item	0	-189,420	0	**-189,420**
BALANCE	0	102,080	2,700,000	**2,802,080**

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

COMMENTS: Funds are included in the 2007-08 Park Improvement CIP. This item, in the amount of $189,420, will leave a current year balance of $102,080 for the Legacy Trail project.

STRATEGIC PLAN GOAL: Landscape architectural services relate to the City's Goal of "Premier City in Which to Live."

SUMMARY OF ITEM

The attached Landscape Architectural Service Agreement with La Terra Studio, Inc. is for the preparation of plans and specifications, surveying, pedestrian bridge design, erosion control and flood plain hydraulic analysis.

The total contract fee is $189,420 and includes basic services, reimbursable expenses, surveying, hydraulic analysis, and geotechnical investigations. The basic services fee, including reimbursable expenses, is $88,250. The additional services fee, including surveying, hydraulic analysis and geotechnical investigations, is $101,170.

La Terra Studio, Inc. is on the 2007-08 selected list of qualified consultants for landscape architectural services. The fee is slightly higher than previous park and engineering projects of this type and size due to greater costs from hydraulic analysis modeling on White Rock Creek. The total construction estimate for the project is $1,500,000.

The basic service fee, including reimbursable expenses is 5.37% of the estimated construction budget. The total fee, including surveying, geotechnical investigation, and hydraulic analysis is 12.62% of the estimated

CITY OF PLANO
COUNCIL AGENDA ITEM

construction budget.

This project will provide for the design and preparation of bid documents for a trail along White Rock Creek from Preston Road to the TXU easement south of Tennyson Parkway (Bluebonnet Trail). Additional projects will continue the trail northeast from Preston Road.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Landscape Architect Services Agreement	

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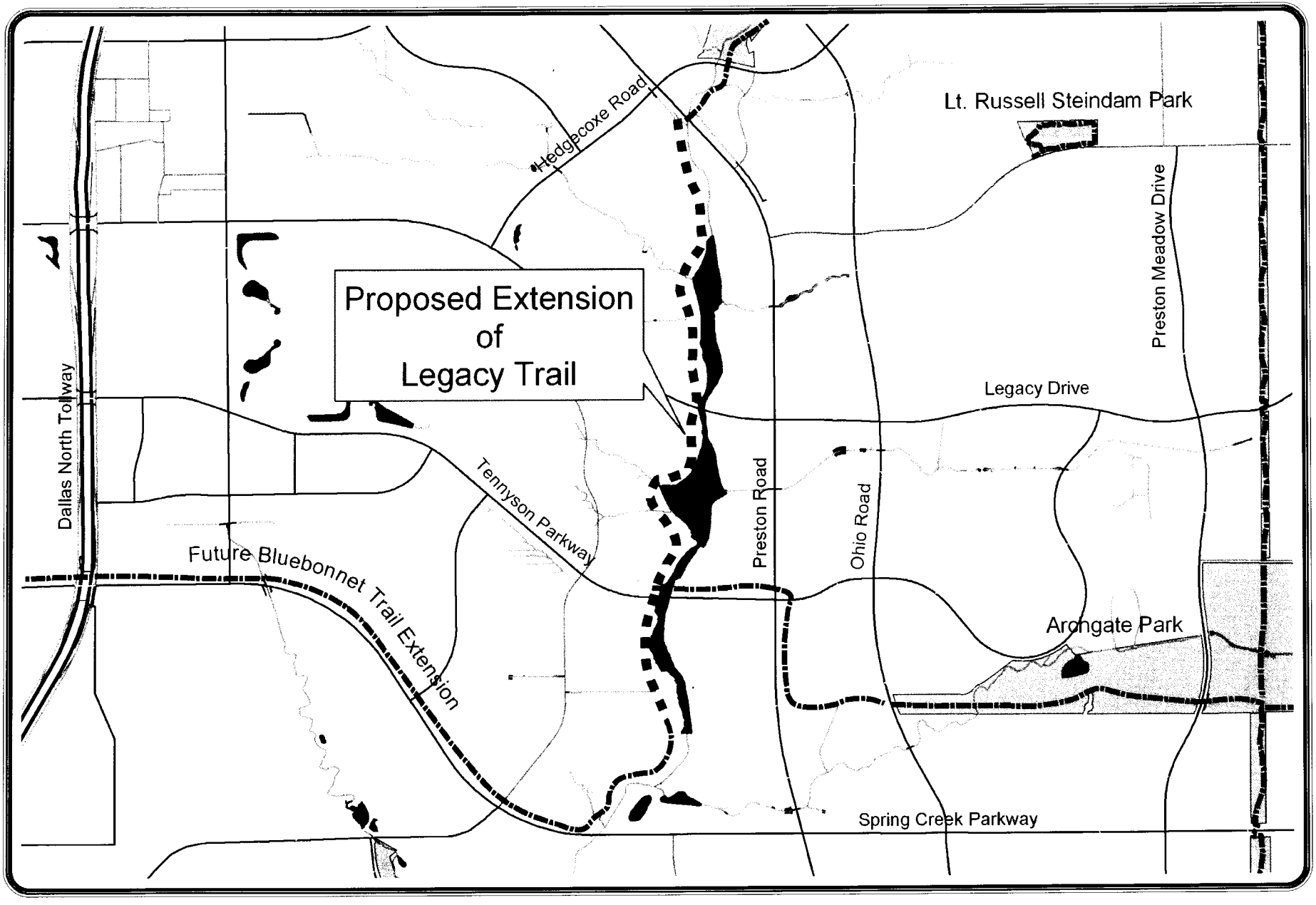

Legacy Trail - From Preston Rd. to TXU Transmission Easement

Parks & Recreation Department
Park Planning

LEGACY GREENBELT-RECREATIONAL TRAIL FROM PRESTON ROAD TO TXU EASEMENT TRANSMISSION LINE

PROJECT NO. 5880

LANDSCAPE ARCHITECT 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 **LA TERRA STUDIO, INC.**, a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **LEGACY GREENBELT-RECREATION TRAIL FROM PRESTON ROAD TO TXU EASEMENT TRANSMISSION LINE** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such Architectural 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 Architect

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

II. Scope of Services

The parties agree that Architect 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 contract modifications orders may be authorized from time to time by the City.

III. Schedule of Work

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

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reasonable control of Architect, 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 Architect 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 Architect and available in City's files.

VI. Insurance

Architect agrees to meet all insurance requirements, and to require all consultants who perform work for Architect 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

Architect 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 Architect and to the extent caused by the negligent act or omission or intentional wrongful act or omission of Architect, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Architect is legally responsible (hereinafter "Claims"). Architect 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 Architect 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 Architect's obligation to defend City or as a waiver of Architect's obligation to indemnify City pursuant to this Agreement. Architect 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 Architect fails to retain counsel within such time period, City

shall have the right to retain defense counsel on its own behalf, and Architect shall be liable for all costs incurred by City.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect 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 Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect 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 Architect 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 Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect 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 Architect 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 Architect shall execute the affidavit shown in Exhibit "E". Architect 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 Architect. In the event of such

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termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect 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, Architect 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 Architect'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, Architect agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

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

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

La Terra Studio, Inc.
2109 Commerce
Dallas, Texas 75201
Attn: Kris Brown, ASLA, President

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 Architect, 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,

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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.

LA TERRA STUDIO , INC.
A Texas Corporation

DATE: 12.21.2007

BY: _____
Kris Brown, ASLA
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 21st day of December, 2007, by **KRIS BROWN, ASLA, PRESIDENT** of **LA TERRA STUDIO, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.

DUSTIN BULLARD
Notary Public, State of Texas
My Commission Expires
June 13, 2010

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

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la terra studio, inc.
2109 commerce ~ dallas ~ texas ~ 75201

la terra studio

EXHIBIT A
SCOPE OF SERVICES

LEGACY GREENBELT TRAIL EXTENSION – PRESTON ROAD TO TXU EASEMENT

OBJECTIVE
The primary objective set-forth includes professional Landscape Architectural services for creating a new section of trail *(approximately 2 miles)* to the City of Plano hike & bike trail system along the Legacy Greenbelt from Preston Road to the existing TXU easement. As of now, there is a total of (4) pedestrian bridges of varying size, one (1) of which will require hydraulic flood analysis. In addition, two (2) new trail shelf improvements will be made. The creation of (2) easement exhibits are also included within the scope of this contract and are defined as such:

~**Trail Easement exhibit (1)** identified herein as "***Crossmark***" provides for services to create a trail easement within this properties boundaries as shown in exhibit {B1} attached. This proposed easement will be approx. 1,300 linear feet.
~**Trail Easement exhibit (2)** identified herein as "***EDS Lakes***" provides for services to create a trail easement within this properties boundaries as shown in exhibit {B2} attached. This proposed easement will be approx. 450 linear feet.

Section I Basic Services
la ***terra*** studio's Scope of Services for the is divided into separate phases listed below:

~A~ Information Gathering / Coordination
~B~ Schematic Design
~C~ Construction Documents / Easement Exhibits
~D~ Procurement Phase
~E~ Construction Phase

A. Information Gathering / Coordination

A.1 Data Collection
la ***terra*** studio will meet with the owner on-site to schematically layout a trail Centerline. Field Data will be recorded using GIS Mapping-grade equipment.

A.2 Data Conversion
la ***terra*** studio will create a base map using the collected field-data together-with city supplied GIS topography, raster and vector data.

A.3 Geotechnical Services
Geotechnical engineering services will be provided for the structural design of the trail segment including bridges, abutments, shelves & trails. An investigational report will be included in the project manual during delivery of the procurement documents.

A.4 Survey For Design
A topographical survey will be included for portions of the trail which require structural or civil engineering, and will be of 'survey grade' accuracy and will be projected onto **NAD 1983 StatePlane Texas North Central FIPS**. Contour interval will be 1'.

A.5 Property Determination
la ***terra*** studio will engage an **RPLS** to determine legal meets-and-bounds for purposes of defining the proposed trail easement and to verify objectives **(1-4)** above are defined as stated.

B. Schematic Design

B.1 Schematic Horizontal Trail Layout

la ***terra*** studio will design the Horizontal Layout for the proposed trail Centerline based on collected field data and other existing conditions.

B.2 Overall Trail Layout Exhibit (DRAFT for City and/or Property Owner)

la ***terra*** studio will create an exhibit that shows the Schematic Horizontal Trail Layout as stated above. This exhibit will illustrate the following elements:

•Trail Easement exhibits (1-2) BEGINNING Point *(NAD 1983 StatePlane Texas North Central FIPS)* •Proposed Trail alignment •Pedestrian Bridge locations, sizing & alignment locations •Perform (HEC-RAS) hydraulic analysis for proposed trail crossings at (1st) bridge crossing (south of Preston Road) and for trail shelf locations at Legacy Drive and Tennyson Parkway •Coordinate hydraulic analysis & modeling with structural design & layout-of creek crossings to ensure zero hydraulic impact. Prepare report of findings for city staff review and approval. •Schematic Grading •Crossings Beneath Existing Roadways & Trail Shelves •Trail Easement exhibits (1-2) END Point *(NAD 1983 StatePlane Texas North Central FIPS)*

B.3 Trail Layout Exhibit For Easements (Deliverables To RPLS)

Upon addressing questions and/or comments made by the City or Property Owner, la ***terra*** studio will create a concluding exhibit that shows the Schematic Horizontal Trail Layout. This exhibit will be delivered to the RPLS for purposes of creating a legal exhibit ultimately defining the trail easements.

B.4 Preliminary Estimate of Probable Cost

la ***terra*** studio will provide an estimate of probable cost related to the proposed improvements.

B.5 Trail Layout (Field Staking)

Proposed trail alignment will be staked in the field by la ***terra*** studio as necessary to facilitate property owner approval.

B.6 Easement Exhibit (DRAFT)

la ***terra*** studio will engage an RPLS to create a DRAFT version of the legal easement exhibit for City and Property Owner review. The easement exhibit will follow standard requirements as-defined-by 'easement by separate entity'.

C. Construction Documents / Easement Exhibit (by separate entity)

C.1 Construction Drawings ~ 60% & 90% Review

la ***terra*** studio will begin production on preliminary Construction Drawings & Details.

***note: One (1) set of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for internal City Review*

~ Proposed Construction Drawing Elements ~

Drawing Set (24"x36") to include:	Site Grading & Drainage Plan
Coversheet	Site Plans & Site Details (City Standard)
Site Locator Map	Structural Engineering Plans/Details (pedestrian bridges & shelves)
Erosion Control Plan	Site Layout Plans
SWPPP	Dimension Control
Demolition Plan	Domestic Water (drinking fount.)

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C.2 Technical Specifications ~ 90% Review

la ***terra*** studio will prepare Technical Specifications for use within the construction Project Manual. CSI format will be used in conjunction with any City of Plano standard specifications issued by staff.

***note: City responsible for providing la terra studio with "front-end" boiler plate contract documents to be included within the Project Manual (see items below)*

C.3 Construction Drawings ~ 100% Review

la ***terra*** studio will finalize production of Construction Drawings & Details.

***note: Three (2) sets of Plans & Specifications will be issued as "Not For Regulatory Approval, Permitting, or Construction" for final internal City Review*

C.4 Project Manual ~ 100% Review

la ***terra*** studio will finalize Technical Specifications and submit (1) unbound Project Manual with the following items:

~Coversheet	**~Maintenance Bond****
~Table of Contents	**~Insurance Requirements****
~Notice to Contractors**	**~Certificate of Insurance****
~Bid Schedule with Unit Pricing	**~Special Conditions****
~Construction Agreement**	**~TCEQ-TPDES Permit Req.****
~Performance Bond**	~Technical Specs
~Payment Bond**	**~Approved Materials List****

C.5 TDLR Plan Review Submittal

la ***terra*** studio will submit (1) plan set to the Texas Department of Licensing & Regulation for accessibility review as required per TDLR regulations. Upon TDLR plan review completion, la terra studio will address and / or make revisions to plans and specifications as required to meet accessibility standards.

***note: Fees for TDLR plan review & EABPRJ registration will be paid for by la terra studio. The City is responsible for TDLR site inspection coordination & fees.*

C.6 Deliverables

Upon final approval of the Construction Documents, la ***terra*** studio will provide the City with one (1) set of signed and sealed plans. Final drawings will also be submitted in the following digital formats: .dxf; .pdf

C.7 Easement Exhibit (FINAL Deliverables)

Upon addressing questions and/or comments made by the City or Property Owner, la ***terra*** studio will authorize the RPLS to submit a concluding legal exhibit to the appropriate entities for final delivery.

D. Procurement (bid phase services)

D.1 Procurement – Bid Phase

Upon final approval of the Construction Documents, la ***terra*** studio will provide the City assistance in bidding and awarding the Procurement Contract.

This will include the following:

- ~ Furnish one (1) set of signed and sealed reproducible plans and a project manual for bidding, plus a digital copy of plans and the assembled project manual in PDF format.
- ~ Plans & Specs. will be picked-up at the office of la ***terra*** studio.
- ~ Attendance at the pre-bid meeting to be held at the City Hall
- ~ Answer contractor inquiries during Bid Phase & Issuance of Addendums
- ~ Provide a bid tabulation of all valid bids received
- ~ A summary of the bid analysis will be provided to the City for use in selection and awarding of the Procurement Contract.

***note: Reproduction costs associated during the Bid Phase will be recouped by a non-refundable fee paid for by prospective bidders*

***note: (1) Bid set will be made available to (1) PUBLIC plan room at no charge if plans are returned in GOOD condition. ~ Plan Room set will be made available on first-come-first-serve-basis ~*

E. Construction Phase

E.1 Construction Phase

la ***terra*** studio will participate in (4) monthly Project Site Visits** with the Project's contractor to generally review the progress of construction and to see if the work completed is generally consistent with the design intent of Landscape Architect's Construction Documents. Site visits will occur in (1) month intervals throughout the life of the project, or as deemed necessary by the City or la terra studio. Following each Project Site Visit, a written "Site Observation" report will be submitted to City staff.

***note: Although Landscape Architect may observe and discuss potential problems, these visits are not construction inspections or a guarantee that there will not be construction deficiencies.*

D.2 Submittals

la ***terra*** studio will Review required contractor submittals, such as shop drawings and samples, but only to determine if they conform to the Landscape Architect's visual, technical, and aesthetic design intent.

Section II Limitations

F.1 Professional Services Limitations

Limitations to professional services not included in basic and/or additional services include, but are not limited to the following:

~ perspective illustrations ~ utility mapping ~ water / sanitary services
~ wetlands determination & 404 permitting ~ planting design ~ irrigation design
~ FEMA map revisions/verification ~ environmental assessments ~ ROW dedication
~ SWPPP maintenance or inspection ~ traffic studies ~ lighting / electrical design

In addition, limitations listed *(above)* can be performed as additional services as defined by Section III (b) *(below)*

Section III Additional Services

A. Information Gathering / Coordination

A.1 Additional Services

a. Hourly Rates

The Landscape Architect will provide Additional Services on an hourly basis with a mutually agreed "not to exceed" total or a mutually agreed upon flat fee in writing. Hourly rates for Additional Services are as follows:

~ Principal ~ Registered Landscape Architect	$110.00/hour
~ Landscape Architect In-training	$ 70.00/hour
~ CAD / GIS Tech.	$ 55.00/hour
~ Administrative	$ 40.00/hour

b. Services

Additional services equal any service not listed as a Basic Service

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STATEMENT OF JURISDICTION

The Texas Board of Architectural Examiners (TBAE) has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas.

TEXAS Board of Architectural Examiners
Architects · Interior Designers · Landscape Architects

TBAE
P.O. Box 12337
Austin, TX 78711-2337
(512) 305 – 9000
http://www.tbae.state.tx.us/active/home.html

la terra studio, inc.
2109 commerce ~ dallas ~ texas ~ 75201

la terra studio

EXHIBIT B

Estimated Schedules and Project Budget

LEGACY GREENBELT TRAIL EXTENSION – PRESTON ROAD TO TXU EASEMENT

Estimated design schedule for the project contained herein shall be approximately 4 months notwithstanding floodway modeling delays (ie. City review time)

Landscape Architect shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

As of the date of this agreement, client's project construction budget is unknown:

$0.00

Client agrees to promptly notify Landscape Architect if Client's schedule or budget changes. Client acknowledges that significant changes to the Project or construction schedule or budget or to the Project's scope may require Additional Services of Landscape Architect.

***Note: The above schedule is for the design team's work effort only and does not include time required for internal review and approval by the City of Plano.*

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la terra studio, inc.
2109 commerce ~ dallas ~ texas ~ 75201

la terra studio

EXHIBIT C
PAYMENT SCHEDULE

LEGACY GREENBELT TRAIL EXTENSION – PRESTON ROAD TO TXU EASEMENT
Client agrees to pay Landscape Architect as follows:

~Basic Services~ (landscape architectural services)

Information Gathering (ref. section I-A)		
	Phase Total	**$ 8,640**
Schematic Design (ref. section I-B)		
	Schematic Horizontal Trail Layout	$ 4,500
	Overall Trail Layout Exhibits	$ 4,360
	Prelim Estimate of Prob. Cost	$ 2,500
	Phase Total	**$11,360**
Construction Documents (ref. section I-C)		
	Drawings 60%	$26,200
	Drawings & Tech. Specs. 90%	$15,500
	Drawings & Proj. Manual 100%	$ 7,300
	TDLR Plan Review	$ 2,300
	Phase Total	**$51,300**
Procurement Phase Services (ref. section I-D)		
	Phase Total	**$ 6,850**
Construction Phase Services (ref. section I-E)		
	Phase Total	**$ 2,500**
TOTAL BASIC SERVICES		**$ 80,650**
Incidental Expenses & Project Allowance (equipment, prints, mileage, postage, courier)		
	Sub Total	**$ 7,600**

~Additional Services~ (sub-consulting services)

Geotechnical Engineering	$10,120
Structural Engineering	$12,000
HEC-RAS Hydraulic Floodplain Analysis & Civil Engineering Services	$52,137
RPLS Professional Services (topo. surveying & easements)	$26,913
TOTAL ESTIMATED ADDITIONAL SERVICES	**$101,170**

Total Basic & Additional Services **$ 189,420**

Invoices will be submitted monthly based on a percentage of completion.

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EXHIBIT D

LANDSCAPE ARCHITECT

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 Architect (hereinafter called "Architect") shall not start work under this contract until the Architect 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 Architect 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 Architect 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 Architect'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 Architect 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 Architect 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 Architect 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 Architect, and the Architect 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. <u>Architect's Insurance - "Occurrence" Basis:</u>

2.1 The Architect 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 Architect 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 Architect 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

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LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.

__ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

_X_ 22. Ten (10) days notice of cancellation, non-renewal, material change or coverage reduction endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_ 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Architect named below. Additionally:

_X_ 26. The above policy(s) carry the following deductibles: 5,000 for Professional

Full limits of coverage available for:
General Liability X 1m/2m Professional Liability 1,000,000
Automobile Liability 1,000,000

_X_ 27. Liability policies are (indicate):

OCCURRENCE [X] CLAIMS MADE [ ]

Signature

12/21/07
Date

TARY SIBELIUS
Insurance Agent (Print)

LA TERRA STUDIO, INC
Name of Insured

12/21/07
Date

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2007

PRODUCER (303)756-9909 FAX (303)756-8818
Keller-Lowry Insurance Inc
1777 S Harrison St #700
Denver, CO 80210
Heupel, Teresa

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED LA TERRA STUDIO, INC.
2109 COMMERCE STREET
DALLAS, TX 75201

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Accident & Indemnity	22357
INSURER B: Hartford Underwriters Ins Co	30104
INSURER C: Zurich American Ins Company	16535
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Blkt AI & Waiver X Per SS00080405 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	34SBAPD2497	09/29/2007	09/29/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	34SBAPD2497	09/29/2007	09/29/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	34WECNX1027	09/25/2007	09/25/2008	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
C		OTHER Professional Liability	EOC427564603	11/13/2007	11/13/2008	$1,000,000 Per Aggregate $1,000,000 Per Claim $5,000 Ded	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Plano, is added as additional insured for general liability subject to the terms, conditions and exclusions of above referenced policy. Waiver of subrogation is added in favor of certificate holder / Project #5880 Legacy Greenbelt-Recreational Trail from Preston Road to TXU Easement Transmission Line

* 10 Day notice of non-payment of premium

CERTIFICATE HOLDER

City of Plano
Attn: Bill Dakin
1409 Avenue K
Plano, TX 75074-6226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL [redacted] MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. [redacted]

AUTHORIZED REPRESENTATIVE
Troy Sibelius, CIC/TMH

©ACORD CORPORATION 1988

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EXHIBIT E

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

La Terra Studio, Inc.
Name of Architect

By: _____
Signature

Kris Brown, ASLA
Print Name

President
Title

12.21.2007
Date

STATE OF TEXAS §
§
COUNTY OF Dallas §

SUBSCRIBED AND SWORN TO before me this 21st day of December, 2007.

DUSTIN BULLARD
Notary Public, State of Texas
My Commission Expires
June 13, 2010

Notary Public, State of Texas

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Public Safety Communications (534)		Initials	Date
Department Head	Ron Timmons	Executive Director		01.19.08
Dept Signature:		City Manager		1/22/08
Agenda Coordinator (include phone #):	Jim Raney x7954			

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

CAPTION

Approval of the purchase of Radio System Infrastructure Replacement-RCC Consultants Inc. - Technical contract to provide Radio system assessment and design. In the amount of $505,383. Funds will be provided by 2008 sale of Certificates of Obligation/Tax Notes. This Contract is an existing contact/agreement with Houston-Galveston area Council, Houston Texas and RCC Consultants,Inc. Houston, Texas. and authorizing the City Manager or his designee to execute all necessary documents. H-GAC #EN11-04.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	7,500,000	0	**7,500,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-505,383	0	**-505,383**
BALANCE	0	6,994,617	0	**6,994,617**

FUND(S): **TECHNOLOGY IMPROVEMENTS (CO'S/TAX NOTES)**

COMMENTS: Funds will be provided by the 2008 sale of Certicates of Obligation/Tax Notes. This item, in the amount of 505,383, will leave a current year allocation of $6,994,617 for the Radio System Infrastructure Replacement project.

STRATEGIC PLAN GOAL: System assessment and design for the radio system infrasture replacement relates to the City's goal of Service Excellence.

SUMMARY OF ITEM

2008 Tax Notes - Radio System Infrastructure Replacement - RCC Consultants Inc. - Technical Contract - to provide system assessment and design. Utilizing an Existing Contract/ agreement with Houston - Galveston area Council, Houston Texas and RCC Consultants, Inc. Houston Texas (H-GAC #EN11-04). Public Safety Communications request the purchase of this Technical Contract to perform a System Assessment and Design for the City Of Plano. The price for this item is $505,383. The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for Items. (Cooperative Entities Contract H-GAC #EN 11-04).

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
RCC CONSULTANTS, INC.

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 **RCC CONSULTANTS, INC.**, a _____ corporation, hereinafter referred to as "Contractor," to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of Contractor to provide consulting services related to the Radio System Replacement/Upgrade Project, hereinafter referred to as the "project"; and

WHEREAS, Contractor desires to render such 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. Engagement

The City hereby agrees to retain Contractor to perform professional services in connection with Radio System Replacement/Upgrade Project 2007 and Contractor agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

Contractor shall provide all labor, supervision, materials and equipment necessary for consulting services for the Radio System Replacement/Upgrade Project. These products and services shall be provided in accordance with the Vendor Contract Between RCC Consultants, Inc. and Houston-Galveston Area Council, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "A"** and the Contractor's Proposal, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**. The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

(a) Vendor Contract between RCC Consultants, Inc. and Houston-Galveston Area Council **(Exhibit "A")**;
(b) Contractor's Proposal **(Exhibit "B")**;
(c) Insurance Requirements **(Exhibit "C)**; and
(d) Affidavit of No Prohibited Interest **(Exhibit "D")**.

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In the event of any conflict or inconsistency between the provisions set forth in this Agreement, priority of interpretation shall be in the following order: Contractor's Proposal **Exhibit "B"** and Vendor's Contract between RCC Consultants, Inc. **Exhibit "A"**.

II.
TERM OF CONTRACT

The initial term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by two additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than thirty (30) days prior to the expiration of the initial term.

III. Schedule of Work

Contractor agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work until completion. However, if additional work is requested by City beyond what is contained in the Scope of Services, the Schedule of Work may be extended by written agreement of the parties.

IV. Compensation/Expenses

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the projects and services delivered. Total compensation under this contract shall not exceed the sum of **FIVE HUNDRED FIVE THOUSAND THREE HUNDRED EIGHTY THREE AND 40/100 DOLLARS ($505,383.40)**. Such compensation shall be paid in phases as set forth below:

Phase I	$ 166,828.94
Phase II	$ 177,289.95
Phase III	$ 161,264.51

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

V. Insurance

Contractor agrees to meet all insurance requirements, and to require all consultants who perform work for Contractor to meet all insurance requirements, as set

forth in **Exhibit "C"**, which is attached hereto and thereby made a part of this Agreement.

VI. Indemnity

Contractor shall release, defend, indemnify and hold the 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 Contractor or caused by the negligent act or omission or intentional wrongful act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor 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 Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Agreement. Contractor shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

VII. Independent Contractor

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor 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 Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

VIII. Assignment and Subletting

Contractor 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. Contractor 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 Contractor from its full obligations to the City as provided by this Agreement.

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IX. Audits and Records

Contractor agrees that at any time during normal business hours and as often as City may deem necessary, Contractor 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 three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

X. Prohibited Interest

Contractor 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 Contractor shall execute the affidavit shown in **Exhibit "D"**. Contractor understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement 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 Contractor. In the event of such termination, Contractor shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Contractor in connection with this Agreement. Contractor shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Ownership of Documents

Upon termination of this Agreement, Contractor shall transfer, assign and make available to City, or its representatives, all property and materials in its possession or control belonging to the City and paid for by the City. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Contractor and City agree that for the purposes of this order the material shall be a work made for hire and the property of the City. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event Contractor hereby assigns all right, title and interest to said material to City for the fees specified herein.

With the exception of the logo developed for the City, any conceptual work done by Contractor is intended for demonstrational purposes only. Stock photography used for the demonstration of creative concepts is not to be reproduced or published in any way without first negotiating usage rights with the appropriate stock image provider.

XIII. Trade Secrets

In conducting business and in anticipation of conducting business with Contractor, it may be necessary for the City to share trade secrets and/or other confidential and/or proprietary information or matter with Contractor. The parties agree that such information and the materials referenced in the Agreement, the results and developments there from are confidential and/or proprietary information belonging to the City. Contractor agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. Contractor will be responsible for its employees or agents complying with the provisions of this Agreement.

XIV. Complete Agreement

This Agreement, including the Exhibits lettered "A" through "C", 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, Contractor agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano, Texas
Public Safety Communications Department
Attn: Ron Goldsmith
P.O. Box 860358
Plano, TX 75086-0358

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

RCC Consultants, Inc.
Attn: Gregory A. Munchrath, P.E.
Senior Vice President & Western Division Manager
10700 North Freeway, Suite 610
Houston, Texas 77037

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.

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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. Agreement Interpretation:

This is a negotiated Agreement, should any part be in dispute, the parties agree that the terms of 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 Contractor, 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.

RCC CONSULTANTS, INC., a _____ corporation

By: _____
Name: _____
Title: _____

Date: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

_____
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 _____, 2008, by _____, _____ of **RCC CONSULTANTS, INC.**, a _____ 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 _____, _____, 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

The Exhibits to the Contract by and between the City of Plano and RCC Consultants, Inc. are available in the Public Safety Communications Department during business hours

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		1/18/08
Agenda Coordinator (include phone #):	Dianna Wike, Ext. 5512			

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

CAPTION

Purchase from Existing Contract/Agreement to authorize the purchase of Plano Centre Roof Replacement in the amount of $279,824.57 from Weatherproofing Technologies, Inc., Tremco, Inc., and its subsidiaries, through The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager or his designee to execute all necessary documents. (TCPN Contract No. R4812)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

2007-08 FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	41,913	971,087	103,000	**1,116,000**
Encumbered/Expended Amount	-41,913	-308,244	0	**-350,157**
This Item	0	-279,825	0	**-279,825**
BALANCE	0	383,018	103,000	**486,018**

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2007-08 Capital Reserve Fund. This item, in the amount of $279,825, will leave the current year balance of $383,018 for the Plano Centre project.

STRATEGIC PLAN GOAL: Roof replacement at municipal facilities relates to the City's Goals of Premier City in which to live and Service Excellence.

SUMMARY OF ITEM

Staff recommends purchase of Plano Centre Roof Replacement, from Weatherproofing Technologies, Inc., Tremco, Inc. and its subsidiaries, in the amount of $279,824.57.00 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TCPN # R4812)

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memorandum	

MEMORANDUM

DATE: January 17, 2008

TO: Diane Wike, Senior Buyer

FROM: Richard Medlen, Facilities Maintenance Superintendent

SUBJECT: Plano Centre Roof Replacement

I am recommending the approval of the attached proposal from Weatherproofing Technologies Inc., Tremco Incorporated and its subsidiaries to replace approximately 45,000 square feet of the roof at the Plano Centre utilizing the TCPN contract #R4812 in the amount of $279,824.57. The funding for the project is CIP account #54423 and there is sufficient funding for this project. The financial work sheet will be done by Melody Morgan.

Please let me know if you have any questions.

/lcp

xc: Bill Morris, Facilities Manager
Melody Morgan, CIP Budget Coordinator
Bob Kolodziej, Facilities Maintenance Operations Supervisor
Alan Upchurch, City Engineer
Jim Stroup, Plano Centre Manager

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Purchasing		Initials	Date
Department Head	Mike Ryan	Executive Director		
Dept Signature:		City Manager		1/18/08
Agenda Coordinator (include phone #):	Dianna Wike, Ext. 5512			

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

CAPTION

Purchase from Existing Contract/Agreement to authorize the purchase of Carpet Replacement at the Schimelpfenig Library in the amount of $115,070.20 from Gomez Floor Covering, Inc., through Buy Board Cooperative Purchasing contract, and authorizing the City Manager or his designee to execute all necessary documents. (Buy Board Contract No. 241-06)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

2007-08 FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	7,542	171,458	85,000	**264,000**
Encumbered/Expended Amount	-7,542	-191	0	**-7,733**
This Item	0	-115,070	0	**-115,070**
BALANCE	0	56,197	85,000	**141,197**

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2007-08 Capital Reserve Fund. This item, in the amount of $115,070, will leave the current year balance of $56,197 for the Schimelpfenig Library project.

STRATEGIC PLAN GOAL: Library carpet replacement relates to the City's Goals of Premier City in which to live and Service Excellence.

SUMMARY OF ITEM

Staff recommends purchase of Carpet Replacement at the Schimelpfenig Library, Gomez Floor Covering, Inc., in the amount of $115,070.20 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (Buy Board #241-06)

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memorandum	

Dianna Wike

From: Richard Medlen
Sent: Thursday, January 17, 2008 11:03 AM
To: Dianna Wike
Cc: Melody Morgan; Travis Tadlock; Bob Kolodziej; Glen Pourciau; Joyce Baumbach
Subject: FW: 21-109 City of Plano Schimelpfnig Library 1st & 2nd floor.xls
Attachments: 21-109 City of Plano Schimelphig Library 1st & 2nd floor.xls

I am recommending approval of the carpet replacement at Schimelpfenig Library utilizing the attached proposal from Gomez Floor Covering, Inc.thorough the Buyboard Cooperative Purchasing Contract number 241-06 for the amount of $115,070.20. The project is funded thorough CIP account number 54432. Please let me know if you have any questions.

From: Jeff Carter [mailto:jcarter@gomezfc.com]
Sent: Wednesday, January 09, 2008 3:32 PM
To: Richard Medlen
Subject: 21-109 City of Plano Schimelphig Library 1st & 2nd floor.xls

<<...>>

Mr. Medlen,

Here is you new quote for Schimelphig library.

Jeff Carter
Gomez Floor Covering, Inc.
(214) 905-1901 Phone
(214) 905-1904 Fax
JCARTER@GOMEZFC.COM

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering Department		Initials	Date
Department Head	Upchurch	Executive Director		1.22.08
Dept Signature:		City Manager		1/22/08
Agenda Coordinator (include phone #):	Irene Pegues (7198)			Project No. 5629
ACTION REQUESTED:	☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT			
	☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER - EXISTING CONTRACT			

CAPTION

Approval of the purchase of material testing services for Parkwood Boulevard Widening – Park Boulevard to Spring Creek Parkway, in the amount of $68,914.00, from GME Consulting Services, Inc., through an existing contract/agreement (2008-16-D), and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	83,140	5,071,860	0	**5,155,000**
Encumbered/Expended Amount	-83,140	-3,857,287	0	**-3,940,427**
This Item	0	-68,914	0	**-68,914**
BALANCE	**0**	**1,145,659**	**0**	**1,145,659**

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

COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of $68,914, will leave a current year balance of $1,145,659 for the Parkwood Boulevard Widening – Park Boulevard to Spring Creek Parkway Project.

STRATEGIC PLAN GOAL: Materials testing for street widening and extension relate to the City's Goal of Safe, Efficient Travel.

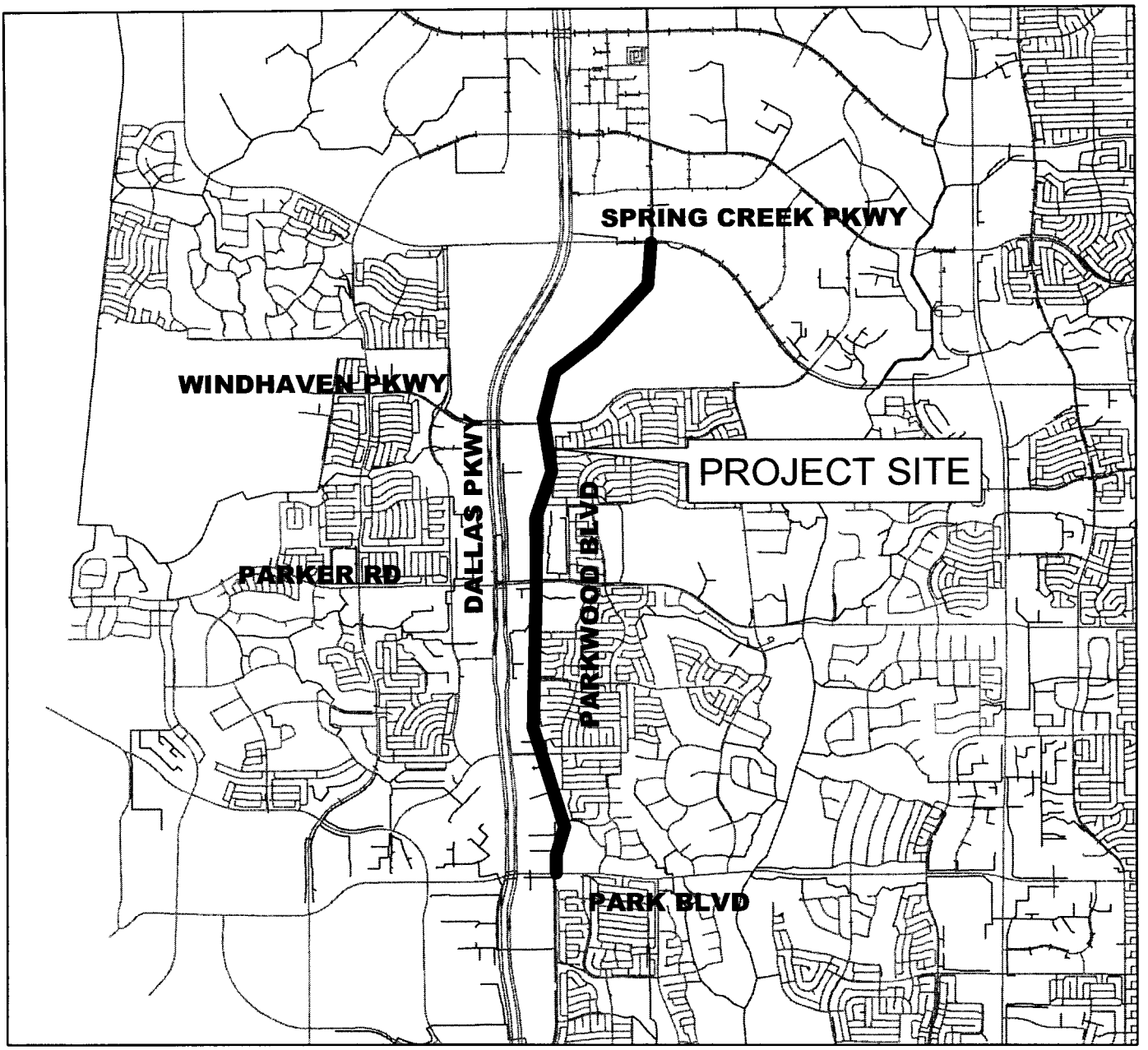
SUMMARY OF ITEM

This agreement with GME Consulting Services, Inc,. is for engineering material testing for Parkwood Boulevard Widening-Park Boulevard to Spring Creek. The contract fee is for $68,914.00.

Funding is available from the Street Improvement Community Investment Program; therefore, staff recommends approval.

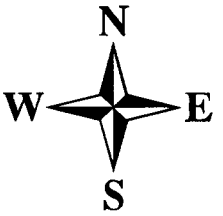
List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Exhibit "C"	N/A

PARKWOOD BLVD.
WIDENING - PARK TO SPRING CREEK
PROJECT NO. 5629



CITY OF PLANO

ENGINEERING DEPARTMENT



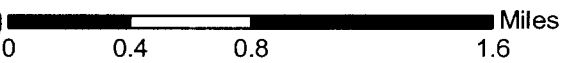


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			EXHIBIT "C"			
			COST ESTIMATE & FEE SCHEDULE			
			GME Consulting Services, Inc.			
			Construction Testing Budget Estimate			
			Parkwood Boulevard Widening - Proj. 5629			
			Proposal No. P07.05.0093			
			12-Dec-07			
				Unit	Unit Price	Quantity	Subtotal
Task 1. Site Earthwork Testing							
A. Proofrolling Inspection							
Assumptions: 3 trips of 4 hours per trip							
1. Senior Engineering Technician				hr	$ 38.00	13	$ 494.00
B. General Site Fill Testing							
Given: 26,000 cy of fill; Avg depth in areas 2'-4'							
2 weeks fill placement							
Assumptions: 10 trips; 4 hrs/trip							
1. Senior Engineering Technician				hr	$ 38.00	44	$ 1,672.00
2. Nuclear Gauge Rental				day	$ 70.00	11	$ 770.00
C. Pavement Subgrade Testing							
Given: Area of lime stabilization = 61,000 sy							
Assumptions: 15 trips at 4 hours per trip							
1. Senior Engineering Technician				hr	$ 38.00	66	$ 2,508.00
2. Nuclear Gauge Rental				day	$ 70.00	17	$ 1,190.00
E. Utility Backfill Testing							
Given: 1900 lf 8" water line avg 6' deep							
3100 lf storm line; avg depth of 4'							
50 days installation; 30 days testing							
Assumptions: 35 trips; 4hrs per trip							
1. Senior Engineering Technician				hr	$ 38.00	150	$ 5,700.00
2. Nuclear Gauge Rental				day	$ 70.00	40	$ 2,800.00
F. Laboratory Testing							
1. Standard Proctors (ASTM D-698)				ea	$ 120.00	7	$ 840.00
2. Atterberg Limits (ASTM D 4318)				ea	$ 45.00	12	$ 540.00
3. Lime Treated Proctors	Same as standard			ea	$ 120.00	6	$ 720.00
G. Trip Charges for Earthwork							
1. Trip Charge				ea	$ 45.00	70	$ 3,150.00
				Subtotal Task 1			**$ 20,384.00**
Task 2. Concrete Pavement Testing							
Given: 40,000 sy 8" pavement in new section;3000 sy/day							
8900 cy; 15 pours @ 670 cy/pour							
18,000 sy in widening section; 50 pours							
4000 cy; 80 cy/pour							
Assumptions: 7 hrs/pour for large pours; 4 hrs/pour for small pours							
A. New Section Pours							
Given: 8900 cy; 15 pours							
Assumptions: 7 hrs/pour; 6 sets of 4 cyls/pour							

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1. Senior Engineering Technician	hr	$ 38.00	115	$ 4,370.00
2. Concrete Cylinder Tests	ea	$ 14.00	400	$ 5,600.00
B. Widening Pours				
Given: 4000 cy; 50 pours				
Assumptions: 4 hrs/pour; 1 set of 4 cyls/pour				
1. Senior Engineering Technician	hr	$ 38.00	220	$ 8,360.00
2. Concrete Cylinder Tests	ea	$ 14.00	220	$ 3,080.00
C. Miscellaneous Pours				
Given: 75 miscellaneous pours; < 100cy/pour				
Assumptions: 3 hrs/pour				
1. Senior Engineering Technician	hr	$ 38.00	250	$ 9,500.00
2. Concrete Cylinder Tests	ea	$ 14.00	330	$ 4,620.00
D. Cylinder Pickup				
Given: 140 pours				
Assumptions: 100 trips for cylinder pickup (some will				
occur on the same day of a pour or other activity)				
2 hrs/trip				
1. Senior Engineering Technician	hr	$ 38.00	220	$ 8,360.00
2. Concrete Cylinder Tests	ea	$ 14.00	110	$ 1,540.00
E. Trip Charges for Concrete				
1. Trip Charge	ea	$ 45.00	30	$ 1,350.00
	Subtotal Task 5			**$ 46,780.00**
Task 3. Project Management				
Given: 2 hours per month for 6 months				
Assumptions: None				
1. Senior Engineer	hr	$ 125.00	14	$ 1,750.00
	Subtotal Task 8			**$ 1,750.00**
Grand Total Tasks 1-3	**Grand Total**			**$ 68,914.00**

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
☐ Consent ☐ Regular ☐ Statutory			Reviewed by Purchasing	☒ Yes	☐ Not Applicable
			Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08		Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Fleet & Equipment Services Division			Initials	Date
Department Head	Karl Henry	Jimmy Foster	Executive Director		1/18/08
Dept Signature:			City Manager		1/18/08
Agenda Coordinator (include phone #):	Linda M. Robinson x4180				

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER PURCHASE OFF EXISTING CONTRACT

CAPTION

Approval of the purchase of four (4) Chevrolet one Ton Cab/Chassis with Dump Beds in the amount of $139,620.00 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program and authorizing the City Manager or his designee to execute all necessary documents. (VE03-06)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	172,000	0	**172,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-139,620	0	**-139,620**
BALANCE	0	**32,380**	0	**32,380**

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: Funds are included in the FY 2007-08 adopted budget for the new addition of (1) replacement (1), and (2) retained Chevrolet One-Ton Cab/Chassis with Dump Beds. The balance of funds will be used for other rolling stock and equipment purchases.

STRATEGIC PLAN GOAL: Replacement equipment purchases relate to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services requests the purchase of four (4) Chevrolet One Ton Cab/Chassis with Dump Beds through the HGAC Cooperative Purchase Program awarded to Caldwell Country Chevrolet. as follows: One (1) unit is a new addition for Dept 643/Park Support Services, Supplement #643002, Budget Amount $40,000.00. One (1) unit is a replacement for retained unit #36011 for Dept. 637/Athletic Field Maint., Supplement #71637001, Budget Amount $44,000.00. And two (2) units are for retained units #35006 and #36026 for Dept. 648/Ground Maint. District #2, Supplement #71638001, Budget Amount $88,000.00.

The City is authorized to purchase from a Local Cooperative Organization list pursuant to Section 271, Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (VE03-06).

Total purchase price of all (4) Chevrolet Pick-up's including H-GAC fee is $139,620.00.

CITY OF PLANO
COUNCIL AGENDA ITEM

List of Supporting Documents: Memo, Agenda, Vendor Quote, CRO	Other Departments, Boards, Commissions or Agencies

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Plano
All-America City
1994

MEMORANDUM

Date: January 16, 2008

To: Nancy Corwin, Buyer

FROM: Marlow, Technical Coordinator

Subject: Request to purchase four (4) Chevrolet One Ton Cab/Chassis with Dump Beds through the HGAC Cooperative Purchase Program, Contract #VE03-06, awarded to Caldwell Country Chevrolet

Base Price:	$19,446.00 x 4 =	$77,784.00
Published Options:	$ 9,547.00 x 4 =	$38,188.00
Unpublished Options:	$ 5,355.00 x 4 =	$21,420.00
Delivery Fee:	$ 407.00 x 4 =	$ 1,628.00
H-GAC Fee:		$ 600.00
PURCHASE PRICE:		**$139,620.00**
TOTAL BUDGET AMOUNT:		**$172,000.00**

Notes: One (1) unit is a new addition for Dept 643/Park Support Services, Supplement #643002, Budget Amount $40,000.00.
One (1) unit is a replacement for retained unit #36011 for Dept. 637/Athletic Field Maint, Supplement #71637001, Budget Amount $44,000.00.
Two (2) units are for retained units #35006 and #36026 for Dept. 648/Ground Maint. Dist #2, Supplement #71648001, Budget Amount $88,000.00.

Please reference CRO No: 369785

Feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Shellene Beach
Kevin Murray
Diane Palmer
Stephen Teiper

K-3

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	1/11/2008

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 14	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A13	Description:	2008 CHEVROLET 1 TON 3500 SILVERADO CHASSIS CC36403/84CA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 19,446.00 ✓

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUTOMATIC MT1	✓ 876	SPECIAL PALTFORM DUMP STEEL FLOOR DPFB12	✓ 4585
LIMITED SLIP LOCKING DIFFERNTIAL G80	✓ 265	LIFTGATE FOR PLATFORM 911050TP36	✓ 2269
LT215/85R16D ZYK	✓ 384		
POWER WINDOWS 5B5 •	✓ 738		
POWER TOW MIRRORS 6P3	✓ 268		
POWER DOOR LOCKS AU3	✓ 162		
6.0L V8 @ 312 HP	INCL	Subtotal From Additional Sheet(s):	
		Subtotal B:	9547

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SPECIAL BODY MODIFICATION W/SPACE PAK	✓ 5355		
HIDEAWAYS SPECIAL BODY REQUIREMENTS	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	✓ 5355

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 18%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	407

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 34755

Quantity Ordered:	4	X Subtotal of A + B + C + D:	34755	= Subtotal E:	139020

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

K-4

Delivery Date:	120-180 DAYS	H. Total Purchase Price (E+F+G):	139620

CITY OF PLANO

01/14/08
Page - 1

P.O. Number 369785 OC
Cost Center 071

Supplier BABY JACK II AUTOMOTIVE LTD
CALDWELL COUNTRY CHEVROLET-PONTIAC
P O BOX 27
CALDWELL TX 77836

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 01/14/08 Freight
Requested 01/14/08 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEV. 1-T C/C WITH DUMP BEDS	4	EA	19,446.0000	77,784.00	01/14/08
INVOICE TO FOLLOW					
REQUEST TO PURCHASE FOUR (4) CHEVROLET ONE (1) TON CAB AND CHASSIS WITH DUMP BEDS THROUGH THE HGAC COOPERATIVE PURCHASE PROGRAM. CONTRACT # VE03-06. AWARDED TO CALDWELL COUNTRY CHEVROLET. NOTES: ONE (1) UNIT IS A NEW ADDITION FOR DEPT. 643/PARK SUPPORT SERVICES. SUPPLEMENT # 643002. BUDGET AMOUNT $40,000.00. ONE (1) UNIT IS A REPLACEMENT FOR RETAINED UNIT 36011 FOR DEPT. 637/ ATHLETIC FIELD MAINTENANCE. SUPPLEMENT # 71637001. BUDGET AMOUNT $ 44,000.00. TWO (2) UNITS ARE FOR RETAINED UNITS 35006 AND 36026. DEPT. 648/GROUND MAINTENANCE SERVICES. SUPPLEMENT # 71648001. BUDGET AMOUNT $88,000.00. CRO REQUESTED BY GLORIA MARLOW.					
PUBLISHED OPTIONS	4	EA	876.0000	3,504.00	01/14/08
AUTOMATIC MT1					

K-5

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS LIMITED SLIP LOCK. DIFF. G80 LIMITED SLIP LOCKING DIFFERENTIAL G80.	4	EA	265.0000	1,060.00	01/14/08
PUBLISHED OPTIONS LT215/85R16D ZYK	4	EA	384.0000	1,536.00	01/14/08
PUBLISHED OPTIONS POWER WINDOWS SB5	4	EA	738.0000	2,952.00	01/14/08
PUBLISHED OPTIONS POWER TOW MIRRORS 6P3	4	EA	268.0000	1,072.00	01/14/08
PUBLISHED OPTIONS POWER DOOR LOCKS AU3	4	EA	162.0000	648.00	01/14/08
PUBLISHED OPTIONS SPECIAL PLATFORM DUMP FLOOR SPECIAL PLATFORM DUMP STEEL FLOOR DPFB12.	4	EA	4,585.0000	18,340.00	01/14/08
PUBLISHED OPTIONS LIFTGATE FOR PLATFORM LIFTGATE FOR PLATFORM 911050TP36. ********** INCLUDED: 6.0L V8 @ 312 HP.	4	EA	2,269.0000	9,076.00	01/14/08
UNPUBLISHED OPTIONS SPECIAL BODY MODIFICATION SPECIAL BODY MODIFICATION W/SPACE PAK. ********** INCLUDED: HIDEAWAYS SPECIAL BODY REQUIREMENTS.	4	EA	5,355.0000	21,420.00	01/14/08
DELIVERY FEE INVOICE TO FOLLOW	4	EA	407.0000	1,628.00	01/14/08

K-6

P.O. Number 369785 OC

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
INCLUDED: EXTERIOR COLOR WHITE. 5 YEAR/100,000 POWERTRAIN WARRANTY.					
HGAC ADMIN. FEES INVOICE TO FOLLOW	1	EA	600.0000	600.00	01/14/08

Total Order

TermNet 30 Days 139,620.00

K-7

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Fleet & Equipment Services Division		Initials	Date
Department Head	Karl Henry Jimmy Foster	Executive Director		1/18/08
Dept Signature:		City Manager		1/18/08
Agenda Coordinator (include phone #):	Linda M. Robinson x4180			

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER PURCHASE OFF EXISTING CONTRACT

CAPTION

Approval of the purchase of fifteen Chevrolet Pick-Up Trucks in the amount of $475,635.00 from Caldwell Country Chevrolet through an existing contract/agreement with HGAC Cooperative Purchase Program and authorizing the City Manager or his designee to execute all necessary documents. (VE03-06)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	533,000	0	**533,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-475,635	0	**-475,635**
BALANCE	0	**57,365**	0	**57,365**

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: Funds are included in the FY 2007-08 adopted budget for the purchase of (10) Chevrolet Cab/Chassis with Utility Bodies and (5) Chevrolet Colorado pick-up trucks. The remaining balance of funds will be used for other equipment and rolling stock purchases.

STRATEGIC PLAN GOAL: Replacement equipment purchases relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services requests the purchase of ten (10) Chevrolet Cab/Chassis with Utility Bodies and five (5) Chevrolet Colorado Pick-Up's through the HGAC Cooperative Purchase Program awarded to Caldwell Country Chevrolet. as follows: **Three (3) ¾-Ton Chevy Extended Cab /Chassis with Utility Body (A10)** for: Dept 644/Ground Maint Dist #1: (1) replacement for unit #01350, Budget Amount $40,000.00. Dept 764Pumping Facilities: (1) replacement for unit #01332, Budget Amount $40,000.00. Dept 765/Meter Services/Police Dept: (1) replacement for unit #01337, Budget Amount $25,000.00. **Two (2) 1-Ton Chevrolet Regular Cab/Chassis with Utility Body (A12) for:** Dept 634/Park Field Services, (1) to replace unit #99343, Budget Amount $29,000.00 and (1) to replace retained unit #36035, Budget Amount $25,000.00, Supplement #71634001. **One (1) 1-Ton Chevrolet Extended Cab/Chassis with Utility Body (A14)** for: Dept.643/Park Support Services, (1) replacement for unit #97035, Budget Amount $48,000.00 **Three (3) 1-Ton Chevrolet Crew Cab/Chassis with Utility Body (A14) for:** Dept 742/Street, (1) replacement for unit #01363, Budget Amount $44,000.00.Dept 744/Signs & Markings, (1) replacement for unit #99361. Budget Amount $38,000.00. Dept 767/Utility Cut Services: (1) replacement for unit #00366, Budget Amount $44,000.00. **One (1) 1-Ton**

CITY OF PLANO
COUNCIL AGENDA ITEM

Chevrolet Crew Cab/Chassis with Utility Body (A14) for: Dept 742/Streets (1) replacement unit for #55302, Budget Amount $74,000.00. Funds will be carried over from fiscal year 06-07. **Four (4) ¼-Ton Extended Cab Chevrolet Colorado Pick Up (A23) for**: Dept 422/Park Field Services, (4) replacements for units #00304, #01327, #01328 and #01329, Budget Amount $20,000.00 each. **One (1) ¼-Ton Chevrolet Colorado Crew Cab Pick Up (A23) for:** Dept 637/Athletic Field Maintenance, (1) replacement unit for #01354, Budget Amount $27,000.00.

The City is authorized to purchase from a Local Cooperative Organization list pursuant to Section 271, Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (VE03-06).

Total purchase price of all (15) Chevrolet Pick-up's is $479,635.00.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo, Agenda, Vendor Quotes, CRO	

G-2

Plano
All-America City
1994

MEMORANDUM

Date: January 9, 2008

To: Nancy Corwin, Buyer

From: Gloria Marlow, Technical Coordinator

Subject: Request to purchase ten (10) Chevrolet Cab/Chassis with Utility Bodies and five (5) Chevrolet Colorado Pick Up's through the HGAC Cooperative Purchase Program, Contract #VE03-06, awarded to Caldwell Country Chevrolet for the departments as follows:

ITEM 1: **Three (3) ¾-Ton Chevy Extended Cab /Chassis with Utility Body (A10)** for:
Dept 644/Ground Maint Dist #1: (1) replacement for unit #01350, Budget Amount $40,000.00.
Dept 764Pumping Facilities: (1) replacement for unit #01332, Budget Amount $40,000.00.
Dept 765/Meter Services: (1) replacement for unit #01337, Budget Amount $25,000.00

Base Price:	$18,110.00 x 3 =	$54,330.00
Published Options:	$12,815.00 x 3 =	$38,445.00
Unpublished Options:	$ 4,355.00 x 3 =	$13,065.00
Delivery:	$ 407.00 x 3 =	$ 1,221.00
PURCHASE PRICE:		**$107,061.00**

ITEM 2: **Two (2) 1-Ton Chevrolet Regular Cab/Chassis with Utility Body (A12) for:**
Dept 634/Park Field Services: (1) to replace unit #99343, Budget Amount $29,000.00 and (1) to replace retained unit #36035, Budget Amount $25,000.00, Supplement #71634001.

Base Price:	$19,380.00 x 2 =	$38,760.00
Published Options:	$ 8,286.00 x 2 =	$16,572.00
Unpublished Options:	$ 4,355.00 x 2 =	$ 8,710.00
Delivery Fee:	$ 407.00 x 2 =	$ 814.00
PURCHASE PRICE:		**$64,856.00**

L-3

ITEM 3: **One (1) 1-Ton Chevrolet Extended Cab/Chassis with Utility Body (A14)** for: Dept.643/Park Support Services: (1) replacement for unit #97035, Budget Amount $48,000.00.

Base Price:	$23,621.00
Published Options:	$ 7,888.00
Unpublished Options:	$ 2,955.00
Delivery Fee:	$ 407.00
PURCHASE PRICE:	**$34,871.00**

ITEM 4: **Three (3) 1-Ton Chevrolet Crew Cab/Chassis with Utility Body (A14) for:**
Dept 742/Street: (1) replacement for unit #01363, Budget Amount $44,000.00.
Dept 744/Signs & Markings: (1) replacement for unit #99361. Budget Amount $38,000.00
Dept 767/Utility Cut Services: (1) replacement for unit #00366, Budget Amount $44,000.00

Base Price:	$23,621.00 x 3 =	$70,863.00
Published Options:	$ 9,823.00 x 3 =	$29,469.00
Unpublished Options:	$ 4,355.00 x 3 =	$13,065.00
Delivery Fee:	$ 407.00 x 3 =	$ 1,221.00
PURCHASE PRICE:		**$114,618.00**

ITEM 5: **One (1) 1-Ton Chevrolet Crew Cab/Chassis with Utility Body (A14) for:**
Dept 742/Streets: (1) replacement unit for #55302, Budget Amount $74,000.00. Funds will be carried over from fiscal year 06-07.

Base Price:	$23,621.00
Published Options:	$15,031.00
Unpublished Options:	$ 5,446.00
Delivery Fee:	$ 407.00
H-GAC Fee:	$ 600.00
PURCHASE PRICE:	**$45,105.00**

ITEM 6: **Four (4) ¼-Ton Extended Cab Chevrolet Colorado Pick Up (A23) for**:
Dept 422/Customer & Utility Services: (4) replacements for units #00304, #01327, #01328 and #01329, Budget Amount $20,000.00 each.

Base Price:	$14,996.00 x 4 =	$59,984.00
Published Options:	$ 2,591.00 x 4 =	$10,364.00
Unpublished Options:	$ 3,948.00 x 4 =	$15,792.00
Package Discount	$ 500.00 x 4 =	- $ 2,000.00
Delivery Fee:	$ 407.00 x 4 =	$ 1,628.00
PURCHASE PRICE:		**$85,768.00**

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ITEM 7: **One (1) ¼-Ton Chevrolet Colorado Crew Cab Pick Up (A23) for:**
Dept 637/Athletic Field Maintenance: (1) replacement unit for #01354,
Budget Amount $27,000.00.

Base Price:	$14,996.00
Published Options:	$ 7,005.00
Unpublished Options:	$ 3,948.00
Package Discount:	- $ 3,000.00
Delivery Fee:	$ 407.00
PURCHASE PRICE:	**$23,356.00**

TOTAL PURCHASE PRICE FOR ALL (15) UNITS: **$475,635.00**

Please reference CRO No. **369719**.

Feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Johnny Kemp
Shellene Beach
Gentry Strickland
Bill Zimmerman
Gary Kirkwood
Diane Palmer
Stephen Teiper

D-1044(01350) - $40,000
B-764(01332) - $40,000
B-765(01337) - $25,000

Item #1

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	12/27/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 1	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A10	Description:	2080 CHEVROLET HD2500 EXT CHASSIS CAB

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 18,110.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUTOMATIC MT1	876	UTILITY BODY KNAPHEIDE 696D38FJ T5680	4639
LIMITED SLIP LOCKING DIFFERNTIAL G80	265	LIFTGATE EDL64V 1300# 541040TP	2135
LT245/75R16E SPARE ZHH	334		
POWER WINDOWS 5B5	738		
POWER TOW MIRRORS 6P3	268		
POWER DOOR LOCKS AU3	162		
TOW PACKAGE Z82	188	Subtotal From Additional Sheet(s):	
EXTENDED CAB 953	3210	Subtotal B:	12815

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SPECIAL BODY OPTIONS W/WIGWAG/LIBERTY BA	4355		
HIDEAWAYS SPECIAL BODY REQUIREMENTS	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	4355

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 14%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	407

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 35687

Quantity Ordered:	3	X Subtotal of A + B + C + D:	35687	=	Subtotal E:	107061

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 0

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date:	120-150 DAYS	H. Total Purchase Price (E+F+G):	107061

6-6

D-634 (99343) - $48,000
(36035) $25,000

ITEM #2

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	12/27/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 2	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A12	Description:	2008 CHEVROLET 1 TON 3500 SILVERADO CHASSIS CC36003/60CA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 19,380.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUTOMATIC MT1	876	UTILITY BODY KNAPHEIDE 6108D54FJ T60DW94	5593
LIMITED SLIP LOCKING DIFFERNTIAL G80	265		
LT215/85R16D ZYK	384		
POWER WINDOWS 5B5	738		
POWER TOW MIRRORS 6P3	268		
POWER DOOR LOCKS AU3	162		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	8286

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SPECIAL BODY OPTIONS W/WIGWAG/LIBERTY BA	4355		
HIDEAWAYS SPECIAL BODY REQUIREMENTS	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	4355

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 16%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	407

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 32428

Quantity Ordered:	2	X Subtotal of A + B + C + D:	32428	=	Subtotal E:	64856

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 0

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date:	**120-150 DAYS**	**H. Total Purchase Price (E+F+G):**	64856

L-7

D-643(97035) $48,000 ITEM #3

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	12/27/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 3	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A14	Description:	2008 CHEVROLET 1 TON EXT 3500 SILVERADO /60CA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,621.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUTOMATIC MT1	876	UTILITY BODY KNAPHEIDE 6108D54FJ T56DW94	5195
LIMITED SLIP LOCKING DIFFERNTIAL G80	265		
LT215/85R16D ZYK	384		
POWER WINDOWS 5B5	738		
POWER TOW MIRRORS 6P3	268		
POWER DOOR LOCKS AU3	162		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	7888

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SPECIAL BODY OPTIONS W/WIGWAG/LIBERTY BA	4355		
HIDEAWAYS SPECIAL BODY REQUIREMENTS	INCL		
EXTENDED CAB 953	-1400	Subtotal From Additional Sheet(s):	
		Subtotal C:	2955

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 9%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	407

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 34871

Quantity Ordered: 1 X **Subtotal of A + B + C + D:** 34871 = **Subtotal E:** 34871

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 0

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 120-150 DAYS **H. Total Purchase Price (E+F+G):** 34871

L-8

D-742 (013663) - 44,000
1744 (99361) - 38,000
767 (00366) - 44,000

ITEM #4

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	12/27/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A14	Description:	2008 CHEVROLET 1 TON CREWCAB CHASSIS CC30943/56CA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,621.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUTOMATIC MT1	876	UTILITY BODY KNAPHEIDE 696D54FJ T56DW94	5195
LIMITED SLIP LOCKING DIFFERNTIAL G80	265	LIFTGATE EDL64V 1300# 541040TP	1935
LT215/85R16D ZYK	384		
POWER WINDOWS 5B5	738		
POWER TOW MIRRORS 6P3	268		
POWER DOOR LOCKS AU3	162		
6.0L V8 GAS	INCL	Subtotal From Additional Sheet(s):	
		Subtotal B:	9823

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SPECIAL BODY OPTIONS W/WIGWAG/LIBERTY BA	4355		
HIDEAWAYS SPECIAL BODY REQUIREMENTS	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	4355

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 13%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	407

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 38206

Quantity Ordered:	3	X Subtotal of A + B + C + D:	38206	= Subtotal E:	114618

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 0

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date:	120-150 DAYS	H. Total Purchase Price (E+F+G):	114618

69

D-742 (55302) - $74,000
Carry over from FY06/07

ITEM #5

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	12/27/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 5	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A14	Description:	2008 CHEVROLET 1 TON CREWCAB CHASSIS CC30943/56CA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,621.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUTOMATIC ALLISON HD MW7	1836	UTILITY BODY KNAPHEIDE 696D54FJ T56DW94	5195
LIMITED SLIP LOCKING DIFFERNTIAL G80	265	LIFTGATE EDL64V 1300# 541040TP	1935
LT215/85R16D ZYK	384		
POWER WINDOWS 5B5	738		
POWER TOW MIRRORS 6P3	268		
POWER DOOR LOCKS AU3	162		
6.6L DURAMAX LLY	4248	Subtotal From Additional Sheet(s):	
		Subtotal B:	15031

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SPECIAL BODY OPTIONS W/WIGWAG/LIBERTY BA	5446		
HIDEAWAYS SPECIAL BODY REQUIREMENTS	INCL		
MILLER BLUE STAR 145DX KOHLER 10HP	INCL	Subtotal From Additional Sheet(s):	
		Subtotal C:	5446

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 14%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	407

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 44505

Quantity Ordered: 1 X **Subtotal of A + B + C + D:** 44505 = **Subtotal E:** 44505

F. H-GAC Fee Calculation (From Current Fee Tables) ✓ **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 120-150 DAYS **H. Total Purchase Price (E+F+G):** 45105

C10

D-422-(00304), (01328)
$20,000 ea. (01327), (01329)

ITEM #6

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	12/27/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 6	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A23	Description:	2008 CHEVROLET EXT CAB CS15653

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 14,996.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUTOMATIC M30	876		
AIR CONDITION C67	INCL		
3.5L L5 LK5	835		
POWER WINDOWS, LOCKS & MIRRORS ZQ6	880		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	2591

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PRIORITY LED L/B,LHSPOT,HIDEAWAY STROBE	3186	C56 RKI, 43S RKI, WG3 RACK	762
HIDEAWAY STROBES SWITCHES	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	3948

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 22%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
PACKAGE DISCOUNT	-500	Subtotal D:	-93

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 21442

Quantity Ordered:	4	X Subtotal of A + B + C + D:	21442	= Subtotal E:	85768

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 0

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date:	90-120 DAYS	H. Total Purchase Price (E+F+G):	85768

G-11

D-637(01354) $27,000

ITEM #7

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	12/27/2007

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	CITY OF PLANO ITEM 7	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	REID CHOATE	Prepared By:	AVERYT KNAPP
Phone:	972-769-4182	Phone:	979-567-6116
Fax:	972-461-9349	Fax:	979-567-0853
Email:	REIDC@PLANO.GOV	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A23	Description:	2008 CHEVROLET COLORADO CREW

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 14,996.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUTOMATIC M30	876		
AIR CONDITION C67	INCL		
3.5L L5 LK5	835		
POWER WINDOWS, LOCKS & MIRRORS ZQ6	880		
FOUR DOOR VERSION 643	4414		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	7005

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PRIORITY LED L/B,LHSPOT,HIDEAWAY STROBE	3186	C56 RKI, 43S RKI, WG3 RACK	762
HIDEAWAY STROBES SWITCHES	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	3948

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 18%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	407	5YEAR/100,000 POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL		
PACKAGE DISCOUNT	-3000	Subtotal D:	-2593

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 23356

Quantity Ordered:	1	X Subtotal of A + B + C + D:	23356	= Subtotal E:	23356

F. H-GAC Fee Calculation (From Current Fee Tables) Subtotal F: 0

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost		
				Subtotal G:	0

Delivery Date:	90-120 DAYS	H. Total Purchase Price (E+F+G):	23356

C-12

CITY OF PLANO

01/09/08
Page - 1

P.O. Number 369719 OC
Cost Center 071

Supplier BABY JACK II AUTOMOTIVE LTD
CALDWELL COUNTRY CHEVROLET-PONTIAC
P O BOX 27
CALDWELL TX 77836

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 01/09/08 Freight
Requested 01/09/08 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
CHEVROLET 3/4 T. EXT. C/C W/UB	3	EA	18,110.0000	54,330.00	01/09/08
HGAC CONTRACT # VE03-06					
ITEM 1.					
REQUEST TO PURCHASE TEN					
(10) CHEVROLET CAB/CHASSIS					
WITH UTILITY BODIES AND FIVE					
(5) CHEVROLET COLORADO					
PICK UPS THROUGH THE HGAC					
COOPERATIVE PURCHASE PROGRAM;					
CONTRACT # VE03-06.					
AWARDED TO CALDWELL COUNTRY					
CHEVROLET FOR THE FOLLOWING					
DEPARTMENTS:					
THREE (3) 3/4 TON CHEVY EXTENDED CAB/					
CHASSIS WITH UTILITY BODY (A10) FOR:					
DEPT. 644/GROUND MAINT. DIST. 1:					
ONE (1) REPLACEMENT FOR UNIT 01350.					
BUDGET AMOUNT $40,000.00.					
DEPT. 764/PUMPING FACILITIES:					
ONE (1) REPLACEMENT FOR UNIT 01332.					
BUDGET AMOUNT $$40,000.00.					
DEPT. 765/METER SERVICES:					
ONE (1) REPLACEMENT FOR UNIT 01337.					
BUDGET AMOUNT $25,000.00.					
CRO REQUESTED BY GLORIA MARLOW.					
PUBLISHED OPTIONS	3	EA	876.0000	2,628.00	01/09/08
AUTOMATIC MT1					
PUBLISHED OPTIONS	3	EA	265.0000	795.00	01/09/08

C13

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
LOCKING DIFFERENTIAL G80					
PUBLISHED OPTIONS	3	EA	334.0000	1,002.00	01/09/08
LT245/75R16E SPARE ZHH					
PUBLISHED OPTIONS	3	EA	738.0000	2,214.00	01/09/08
POWER WINDOWS 5B5					
PUBLISHED OPTIONS	3	EA	268.0000	804.00	01/09/08
POWER TOW MIRRORS 6P3					
PUBLISHED OPTIONS	3	EA	162.0000	486.00	01/09/08
POWER DOOR LOCKS AU3					
PUBLISHED OPTIONS	3	EA	188.0000	564.00	01/09/08
TOW PACKAGE Z82					
PUBLISHED OPTIONS	3	EA	3,210.0000	9,630.00	01/09/08
EXTENDED CAB 953					
PUBLISHED OPTIONS	3	EA	4,639.0000	13,917.00	01/09/08
KNAPHEIDE UTILITY BODY UTILITY BODY KNAPHEIDE 696D38FJ T5680.					
PUBLISHED OPTIONS	3	EA	2,135.0000	6,405.00	01/09/08
LIFTGATE EDL64V 1300#541040TP					
UNPUBLISHED OPTIONS	3	EA	4,355.0000	13,065.00	01/09/08
SPECIAL BODY OPTIONS W/WIGWAG/LIBERTY BA. ********** INCLUDED: HIDEAWAYS SPECIAL BODY REQUIREMENTS.					
DELIVERY FEE	3	EA	407.0000	1,221.00	01/09/08
INVOICE TO FOLLOW INCLUDED: EXTERIOR COLOR WHITE.					

L-14

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
5 YEAR/100,000 POWERTRAIN WARRANTY.					
CHEV. REG. C/C W/UTILITY BODY ITEM 2 TWO (2) 1-TON CHEVROLET REGULAR CAB AND CHASSIS WITH UTILITY BODY (A12) FOR: DEPT. 634/PARK FIELD SERVICES. ONE (1) TO REPLACE UNIT 99343. BUDGET AMOUNT $29,000.00. ONE (1) TO REPLACE UNIT 36035. BUDGET AMOUNT $25,000.00. SUPPLEMENT # 71634001.	2	EA	19,380.0000	38,760.00	01/09/08
PUBLISHED OPTIONS AUTOMATIC MT1	2	EA	876.0000	1,752.00	01/09/08
PUBLISHED OPTIONS LIMITED SLIP LOCKING DIFF. G80 LIMITED SLIP LOCKING DIFFERENTIAL G80.	2	EA	265.0000	530.00	01/09/08
PUBLISHED OPTIONS LT215/85R16D ZYK	2	EA	384.0000	768.00	01/09/08
PUBLISHED OPTIONS POWER WINDOWS 5B5	2	EA	738.0000	1,476.00	01/09/08
PUBLISHED OPTIONS POWER TOW MIRRORS 6P3	2	EA	268.0000	536.00	01/09/08
PUBLISHED OPTIONS POWER DOOR LOCKS AU3	2	EA	162.0000	324.00	01/09/08
PUBLISHED OPTIONS KNAPHEIDE UTILITY BODY UTILITY BODY KNAPHEIDE 6108D54FJ T60DW94.	2	EA	5,593.0000	11,186.00	01/09/08
UNPUBLISHED OPTIONS	2	EA	4,355.0000	8,710.00	01/09/08

L-15

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
SPECIAL BODY OPTIONS W/WIGWAG/LIBERTY BA. ********** INCLUDED: HIDEAWAYS SPECIAL BODY REQUIREMENTS.					
DELIVERY FEE INVOICE TO FOLLOW INCLUDED: EXTERIOR COLOR WHITE. 5 YEAR/100,000 POWERTRAIN WARRANTY.	2	EA	407.0000	814.00	01/09/08
CHEVROLET 1-T EXT. C/CW/UB ITEM 3 ONE (1) 1-TON CHEVROLET EXTENDED CAB/CHASSIS WITH UTILITY BODY (A14) FOR: DEPT. 643/PARK SUPPORT SERVICES. ONE (1) REPLACEMENT FOR UNIT 97035. BUDGET AMOUNT $48,000.00.	1	EA	23,621.0000	23,621.00	01/09/08
PUBLISHED OPTIONS AUTOMATIC MT1	1	EA	876.0000	876.00	01/09/08
PUBLISHED OPTIONS LIMITED SLIP LOCKING DIFF. G80 LIMITED SLIP LOCKING DIFFERENTIAL G80.	1	EA	265.0000	265.00	01/09/08
PUBLISHED OPTIONS LT215/85R16D ZYK	1	EA	384.0000	384.00	01/09/08
PUBLISHED OPTIONS POWER WINDOWS 5B5	1	EA	738.0000	738.00	01/09/08
PUBLISHED OPTIONS POWER TOW MIRRORS 6P3	1	EA	268.0000	268.00	01/09/08

L-16

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS POWER DOOR LOCKS AU3	1	EA	162.0000	162.00	01/09/08
PUBLISHED OPTIONS KNAPHEIDE UTILITY BODY UTILITY BODY KNAPHEIDE 6108D54FJ T56DW94.	1	EA	5,195.0000	5,195.00	01/09/08
UNPUBLISHED OPTIONS SPECIAL BODY OPTIONS W/WIGWAG AG/LIBERTY BA.	1	EA	4,355.0000	4,355.00	01/09/08
UNPUBLISHED OPTIONS EXTENDED CAB 953 INCLUDED: HIDEAWAYS SPECIAL BODY REQUIREMENTS.	1	EA	1,400.0000-	1,400.00-	01/09/08
DELIVERY FEE INVOICE TO FOLLOW INCLUDED: EXERIOR COLOR WHITE. 5 YEAR/100,000 POWERTRAIN WARRANTY.	1	EA	407.0000	407.00	01/09/08
CHEVROLET 1-T CREW C/C W U/B ITEM 4 THREE (3) 1-TON CHEVROLET CREW CAB/CHASSIS WITH UTILITY BODY (A14) FOR: DEPT. 742/STREETS. ONE (1) REPLACEMENT FOR UNIT 01363. BUDGET AMOUNT $44,000.00. DEPT. 744/SIGNS & MARKINGS. ONE (1) REPLACEMENT FOR UNIT 99361. BUDGET AMOUNT $38,000.00. DEPT. 767/UTILITY CUT SERVICES. ONE (1) REPLACEMENT FOR UNIT 00366. BUDGET AMOUNT $44,000.00.	3	EA	23,621.0000	70,863.00	01/09/08

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS AUTOMATIC MT1	3	EA	876.0000	2,628.00	01/09/08
PUBLISHED OPTIONS LIMITED SLIP LOCKING DIFF. G80 LIMITED SLIP LOCKING DIFFERENTIAL G80.	3	EA	265.0000	795.00	01/09/08
PUBLISHED OPTIONS LT215/85R16D ZYK	3	EA	384.0000	1,152.00	01/09/08
PUBLISHED OPTIONS POWER WINDOWS 5B5	3	EA	738.0000	2,214.00	01/09/08
PUBLISHED OPTIONS POWER TOW MIRRORS 6P3	3	EA	268.0000	804.00	01/09/08
PUBLISHED OPTIONS POWER DOOR LOCKS AU3	3	EA	162.0000	486.00	01/09/08
PUBLISHED OPTIONS KNAPHEIDE UTILITY BODY UTILITY BODY KNAPHEIDE 696D54FJ T56DW94.	3	EA	5,195.0000	15,585.00	01/09/08
PUBLISHED OPTIONS LIFTGATE EDL64V 1300#541040TP INCLUDED: 6.0L V8 GAS.	3	EA	1,935.0000	5,805.00	01/09/08
PUBLISHED OPTIONS SPECIAL BODY OPTIONS W/WIGWAG/LIBERTY BA.	3	EA	4,355.0000	13,065.00	01/09/08
DELIVERY FEE INVOICE TO FOLLOW INCLUDED: EXTERIOR COLOR WHITE. 5 YEAR/100,000 POWERTRAIN	3	EA	407.0000	1,221.00	01/09/08

L-18

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
WARRANTY.					
CHEVROLET 1-T CREW C/C W U/B ITEM 5 ONE (1) 1-TON CHEVROLET CREW CAB/CHASSIS WITH UTILITY BODY (A14) FOR: DEPT. 742/STREETS. ONE (1) REPLACEMENT FOR UNIT 55302. BUDGET AMOUNT $74,000.00. FUNDS WILL BE CARRIED OVER FROM FY06/07.	1	EA	23,621.0000	23,621.00	01/09/08
PUBLISHED OPTIONS AUTOMATIC ALLISON HD MW7	1	EA	1,836.0000	1,836.00	01/09/08
PUBLISHED OPTIONS LIMITED SLIP LOCKING DIFF. G80 LIMITED SLIP LOCKING DIFFERENTIAL G80.	1	EA	265.0000	265.00	01/09/08
PUBLISHED OPTIONS LT215/85R16D ZYK	1	EA	384.0000	384.00	01/09/08
PUBLISHED OPTIONS POWER WINDOWS 5B5	1	EA	738.0000	738.00	01/09/08
PUBLISHED OPTIONS POWER TOW MIRRORS 6P3	1	EA	268.0000	268.00	01/09/08
PUBLISHED OPTIONS POWER DOOR LOCKS AU3	1	EA	162.0000	162.00	01/09/08
PUBLISHED OPTIONS 6.6L DURAMAX LLY	1	EA	4,248.0000	4,248.00	01/09/08
PUBLISHED OPTIONS KNAPHEIDE UTILITY BODY UTILITY BODY KNAPHEIDE 696D54FJ T56DW94.	1	EA	5,195.0000	5,195.00	01/09/08

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS LIFTGATE EDL64V 1300#541040TP	1	EA	1,935.0000	1,935.00	01/09/08
UNPUBLISHED OPTIONS SPECIAL BODY OPTIONS W/WIGWAG/LIBERTY BA. ********** INCLUDED: HIDEAWAYS SPECIAL BODY REQUIREMENTS. MILLER BLUE STAR 145DX KOHLER 10HP.	1	EA	5,446.0000	5,446.00	01/09/08
DELIVERY FEE INVOICE TO FOLLOW INCLUDED: EXTERIOR COLOR WHITE. 5 YEAR/100,000 POWERTRAIN WARRANTY.	1	EA	407.0000	407.00	01/09/08
HGAC FEE INVOICE TO FOLLOW		EA	.0000	600.00	01/09/08
1/4 T. EXT. CREW C/C W/UB ITEM 6 FOUR (4) 1/4 TON EXTENDED CAB CHEVROLET COLORADO PICK UP (A23) FOR: DEPT. 422/CUSTOMER & UTILITY SERVICES: REPLACING UNITS 00304, 01327, 01328 AND 01329. BUDGET AMOUNT $20,000.00 EACH.	4	EA	14,996.0000	59,984.00	01/09/08
PUBLISHED OPTIONS AUTOMATIC M30	4	EA	876.0000	3,504.00	01/09/08
PUBLISHED OPTIONS 3.5L L5 LK5	4	EA	835.0000	3,340.00	01/09/08
PUBLISHED OPTIONS	4	EA	880.0000	3,520.00	01/09/08

C-20

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
POWER WINDOWS, LOCKS & MIRRORS ZQ6. ********** INCLUDED: AIR CONDITION C67.					
UNPUBLISHED OPTIONS PRIORITY LED HIDEAWAY STROBE PRIORITY LED L/B, LHSPOT, HIDEAWAY STROBE. ********** INCLUDED: HIDEAWAY STROBES SWITCHES.	4	EA	3,186.0000	12,744.00	01/09/08
UNPUBLISHED OPTIONS C56 RKI, 43S RKI, WG3 RACK	4	EA	762.0000	3,048.00	01/09/08
DELIVERY INVOICE TO FOLLOW INCLUDED: EXTERIOR COLOR WHITE. 5 YEAR/100,000 POWERTRAIN WARRANTY.	4	EA	407.0000	1,628.00	01/09/08
UNPUBLISHED OPTIONS PACKAGE DISCOUNT	4	EA	500.0000-	2,000.00-	01/09/08
1/4 T. CHEV. COLORADO PICKUP ITEM 7 ONE (1) 1/4 TON CHEVROLET COLORADO CREW CAB PICKUP (A23) FOR: DEPT. 637/ATHLETIC FIELD MAINTENANCE. REPLACING UNIT 01354. BUDGET AMOUNT $27,000.00.	1	EA	14,996.0000	14,996.00	01/09/08
PUBLISHED OPTIONS AUTOMATIC M30 INCLUDED: AIR CONDITION C67.	1	EA	876.0000	876.00	01/09/08

L-21

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS 3.5L L5 LK5	1	EA	835.0000	835.00	01/09/08
PUBLISHED OPTIONS POWER WINDOWS, LOCKS & MIRRORS ZQ6.	1	EA	880.0000	880.00	01/09/08
PUBLISHED OPTIONS FOUR DOOR VERSION 643	1	EA	4,414.0000	4,414.00	01/09/08
UNPUBLISHED OPTIONS PRIORITY LED HIDEAWAY STROBE PRIORITY LED L/B, LHSPOT, HIDEAWAY STROBE. ********** INCLUDED: HIDEAWAY STROBES SWITCHES.	1	EA	3,186.0000	3,186.00	01/09/08
UNPUBLISHED OPTIONS C56 RKI, 43S RKI, WG3 RACK	1	EA	762.0000	762.00	01/09/08
DELIVERY INVOICE TO FOLLOW	1	EA	407.0000	407.00	01/09/08
PACKAGE DISCOUNT INVOICE TO FOLLOW INCLUDED: EXTERIOR COLOR WHITE. 5 YEAR/100,000 POWERTRAIN WARRANTY.	1	EA	3,000.0000-	3,000.00-	01/09/08

	Total Order
TermNet 30 Days	475,635.00

L-22

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
☐ Consent ☐ Regular ☐ Statutory			Reviewed by Purchasing	☒ Yes	☐ Not Applicable
			Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08		Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Fleet & Equipment Services			Initials	Date
Department Head	Karl Henry	Jimmy Foster	Executive Director		1/18/08
Dept Signature:			City Manager		1/18/08
Agenda Coordinator (include phone #):	Linda M. Robinson x4180				

ACTION REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☐ CHANGE ORDER ☐ AGREEMENT ☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☒ OTHER PURCHASE OFF EXITING CONTRACT

CAPTION

Approval of the purchase of one (1) Jacobsen Wide Area Mower in the amount of $77,745.22 from Luber Bros. through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager or his designee to execute all necessary documents. (#225-05)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	65,000	0	**65,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-77,745	0	**-77,745**
BALANCE	0	-12,745	0	**-12,745**

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: Funds are included in the FY 2007-08 adopted budget for the (1) Jacobsen Wide Area Mower for Ground Maintenance Services. The additional funds ($12,745) needed for the replacement unit will be funded through savings in the Equipment Replacement Fund.

STRATEGIC PLAN GOAL: Replacement equipment purchases relate to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of one (1) Jacobsen Wide Area Mower through the Texas Association School Buyboard Purchase Program, awarded to Luber Bros. This is a replacement for unit #01170 for Dept 644/Ground Maint. District #1, from Account #071-8421, Supplement #642001.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 271, Subchapter F of the Texas Local Govt. Code and by doing so satisfies any State law requiring local governments to seek competitive bids for items. (#225-05)

Total purchase price for this unit is $77,745.22

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo, Agenda, Vendor Quote, CRO	

REV 08/98 M-1

MEMORANDUM

DATE: January 9, 2008

TO: Nancy Corwin, Buyer

FROM: Gloria Marlow, Technical Coordinator

SUBJECT: Request to purchase one (1) Jacobsen (HR9016) Turbo Wide Area Mower through Texas Association School Buyboard Program, Contract #225-05 awarded to Luber Bros.

Base Price:	$84,774.00
Published Options:	$ 1,915.00
Unpublished Options:	$12,728.47
Less Buyboard Discount:	-$21,672.25
TOTAL COST:	**$77,745.22**
BUDGET AMOUNT:	**$65,000.00**

NOTES: This is a replacement for unit #01170 for Dept 644/Ground Maint. District #1, Account 071-8421, Supplement #071001 approved per budget fiscal year 07/08. Additional funds will be funded through savings in the Equipment Replacement Fund.

Please reference CRO No. **369695**.

Please feel free to call me if you have any questions at extension 4185.

Cc: Jimmy Foster
Karl Henry
Reid Choate
Shellene Beach
Kym Hughes
Diane Palmer
Stephen Teiper

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Luber Bros.

Oklahoma City, OK **Dallas, TX**

Tulsa, OK **Houston, TX**

"Preferred" Equipment Supplier for the
2006 Senior PGA Championship & 2007 PGA Championship

Quotation

Customer: City of Plano
Attn.: Gloria Marlow
Phone: (972) 769-4185
Fax: (972) 461-6820

Date: 12/4/2007
Acct. Type:
E-mail:
Mobile:

QTY	MODEL #	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	70528	Jacobsen HR9016 Turbo Wide Area Mower, 90HP Kubota Diesel, 16' Cutting Width, 4WD, Hydraulic Deck Drive	$ 84,774.00	$ 84,774.00
				Inc.
1	71055	Leaf Mulcher Kit (Complete for Three Decks)	$ 1,915.00	$ 1,915.00
				$ 86,689.00
			Less BuyBoard Discount	***$ (21,672.25)***
1	9016CAB	Enclosed Cab including: A/C, Road Light Kit, Front Wiper Kit,	$ 12,264.00	$ 12,264.00
1	5003564	Accessory Wiring Harness	$ 464.47	$ 464.47
		Outside Mirrors, Directional Flashers, Work Lights, Rear View		Inc.
		Mirror, and Installation		Inc.
			Total	**$ 77,745.22**

Pricing Above Offered Through BuyBoard Contract #225-05
"Grounds Maintenance Equipment"

QUOTATION VALID FOR 30 DAYS

Accepted By: _____

Date: _____

PO # : _____

Luber Bros. Inc

David Walker
Gov't Sales & Marketing
(cell) 469-688-3917

davidwalker@luber.com

www.luber.com

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01/08/08

CITY OF PLANO

Page - 1

P.O. Number 369695 OC

Cost Center 071

Supplier LUBER BROTHERS INC
6801 NW 50TH
BETHANY OK 73008

Ship To CITY OF PLANO
FLEET & EQUIPMENT SERVICES DIVISION
4200 W PLANO PARKWAY
PLANO TX 75093

Ordered 01/08/08 Freight

Requested 01/08/08 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
JACOBSEN TURBO WIDE AREA MOWER	1	EA	84,774.0000	84,774.00	01/08/08
BUYBOARD CONTRACT #225-05 REQUEST TO PURCHASE ONE (1) JACOBSEN (HR9016) TURBO WIDE AREA MOWER, 90 HP KUBOTA DIESEL, 16' CUTTING WIDTH, 4WD, HYDRAULIC DECK DRIVE. MODEL # 70528. ********** THROUGH TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM, CONTRACT #225-05. AWARDED TO LUBER BROTHERS. NOTES: THIS IS A REPLACEMENT FOR UNIT 01170, DEPT. 644/GROUND MAINTENANCE, DISTRICT #1. ACCOUNT # 071-8421. SUPPLEMENT # 071001. BUDGETED AMOUNT $65,000.00. APPROVED PER FY07/08 BUDGET. CRO REQUESTED BY GLORIA MARLOW.					
PUBLISHED OPTIONS	1	EA	1,915.0000	1,915.00	01/08/08
LEAF MULCHER KIT LEAF MULCHER KIT. (COMPLETE FOR THREE DECKS). MODEL 71055.					

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P.O. Number 369695 OC

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
UNPUBLISHED OPTIONS	1	EA	12,264.0000	12,264.00	01/08/08
ENCLOSED CAB					
ENCLOSED CAB INCLUDING: A/C, ROAD LIGHT KIT AND FRONT WIPER KIT. MODEL # 9016CAB.					
UNPUBLISHED OPTIONS	1	EA	464.4700	464.47	01/08/08
ACCESSORY WIRING HARNESS					
ACCESSORY WIRING HARNESS. MODEL # 5003564. ********** INCLUDED ITEMS: OUTSIDE MIRRORS, DIRECTIONAL FLASHERS, WORK LIGHTS, REAR VIEW MIRROW AND INSTALLATION.					
LESS BUYBOARD DISCOUNT		EA	.0000	21,672.25-	01/08/08
INVOICE TO FOLLOW					

	Total Order
TermNet 30 Days	77,745.22

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☒ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☐ Yes	☒ Not Applicable
Department:	Engineering Department		Initials	Date
Department Head	Alan Upchurch	Executive Director		1/18/08
Dept Signature:		City Manager		1/18/08
Agenda Coordinator (include phone #):	Irene Pegues (7198)			(Project No. 4808)
ACTION REQUESTED:	☐ ORDINANCE ☐ RESOLUTION ☒ CHANGE ORDER ☐ AGREEMENT			
	☐ APPROVAL OF BID ☐ AWARD OF CONTRACT ☐ OTHER			

CAPTION

To Mario Sinacola & Sons Excavating, Inc., increasing the contract by $48,374.70 for the Los Rios Boulevard – Phase 1 (Jupiter Road to Parker Road), Change Order No. 10. (Original Bid #B096-04)

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	106,436	152,564	0	**259,000**
Encumbered/Expended Amount	-106,436	-101,189	0	**-207,625**
This Item	0	-48,375	0	**-48,375**
BALANCE	**0**	**3,000**	**0**	**3,000**

FUND(S): STREET IMPROVEMENTS CIP & WATER CIP

COMMENTS: Funds are included in the 2007-08 Street Improvements CIP & Water CIP. This item, in the amount of $48,375, will leave a current year balance of $3,000 for the Los Rios – Jupiter to Parker Streets and Water projects.

STRATEGIC PLAN GOAL: Street and water main construction relates to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This change order is for additional work necessary to complete the street paving, storm sewer improvements, and water mains on the project and to process the final payment.

Staff recommends approval of Change Order No. 10. The contract total will be $4,694,078.15, which includes change orders of 10.19% of the original contract amount of $4,259,891.78.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Change Order No. 10 Location Map	N/A

0128-LosRiosBlvd-1-JupiterToParker(DF)

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CHANGE ORDER NO. 10

LOS RIOS BOULEVARD – PHASE I
(JUPITER ROAD TO PARKER ROAD)
PROJECT NO. 4808
PURCHASE ORDER NO. 102629
CIP NOS. 31378, 68944, 10212 AND 22340
BID NO. B096-04

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 **MARIO SINACOLA & SONS EXCAVATING, INC.** for the **LOS RIOS BOULEVARD – PHASE I (JUPITER ROAD TO PARKER ROAD) PROJECT**, dated **MAY 24, 2004.**

B. DESCRIPTION OF CHANGE

The change order is for structural modifications to headwall C of the existing project to provide cast-in-place concrete wingwalls and to rectify final constructed quantities.

C. EFFECT OF CHANGE

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

ITEM NO.	*ITEM DESCRIPTION*	*ORIGINAL QUANTITY*	*REVISED QUANTITY*	*UNIT*	*UNIT PRICE*	*AMOUNT OF CHANGE*
	31378					
8	Hydrated lime	376.8	486	TN	$85.00	$9,282.00
19	Construction entrance	3	4	EA	$1,500.00	$1,500.00
29	Sediment basin	3	4	EA	$12,000.00	$12,000.00
76	Concrete for Headwalls	164.0	192.5	C.Y.	$710.00	$20,235.00
	68944					
304	12" water main	7,989	8,128	LF	$29.30	$4,072.70
310	12" gate valve	22	23	EA	$1,285.00	$1,285.00
	TOTAL:					**$48,374.70**

Original Contract Amount	$ 4,259,891.78
Contract Amount (Including Previous Change Orders)	$ 4,645,703.45
Amount, Change Order No. 10	**$ 48,374.70**
Revised Contract Amount	**$ 4,694,078.15**
Total Percent Increase Including Previous Change Orders	**10.19%**

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D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 0 days to this project:

Original Contract Time	275 working days
Amount (Including Previous Change Orders)	320 working days
Amount, Change Order No. 10	**0** working days
Revised Contract Time	**320** working days
Total Percent Increase Including Previous Change Orders	**16.36%**

E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and **MARIO SINACOLA & SONS EXCAVATING, INC.** do hereby agree to append this Change Order No. 10 to the original contract between themselves, dated **MAY 24, 2004.**

OWNER: **CITY OF PLANO**	**CONTRACTOR:** **MARIO SINACOLA & SONS EXCAVATING, INC.**
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 _____, 2008, by _____, _____ of **MARIO SINACOLA & SONS EXCAVATING, INC.** a **Michigan** corporation licensed to do business in Texas, 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 _____, 2008, 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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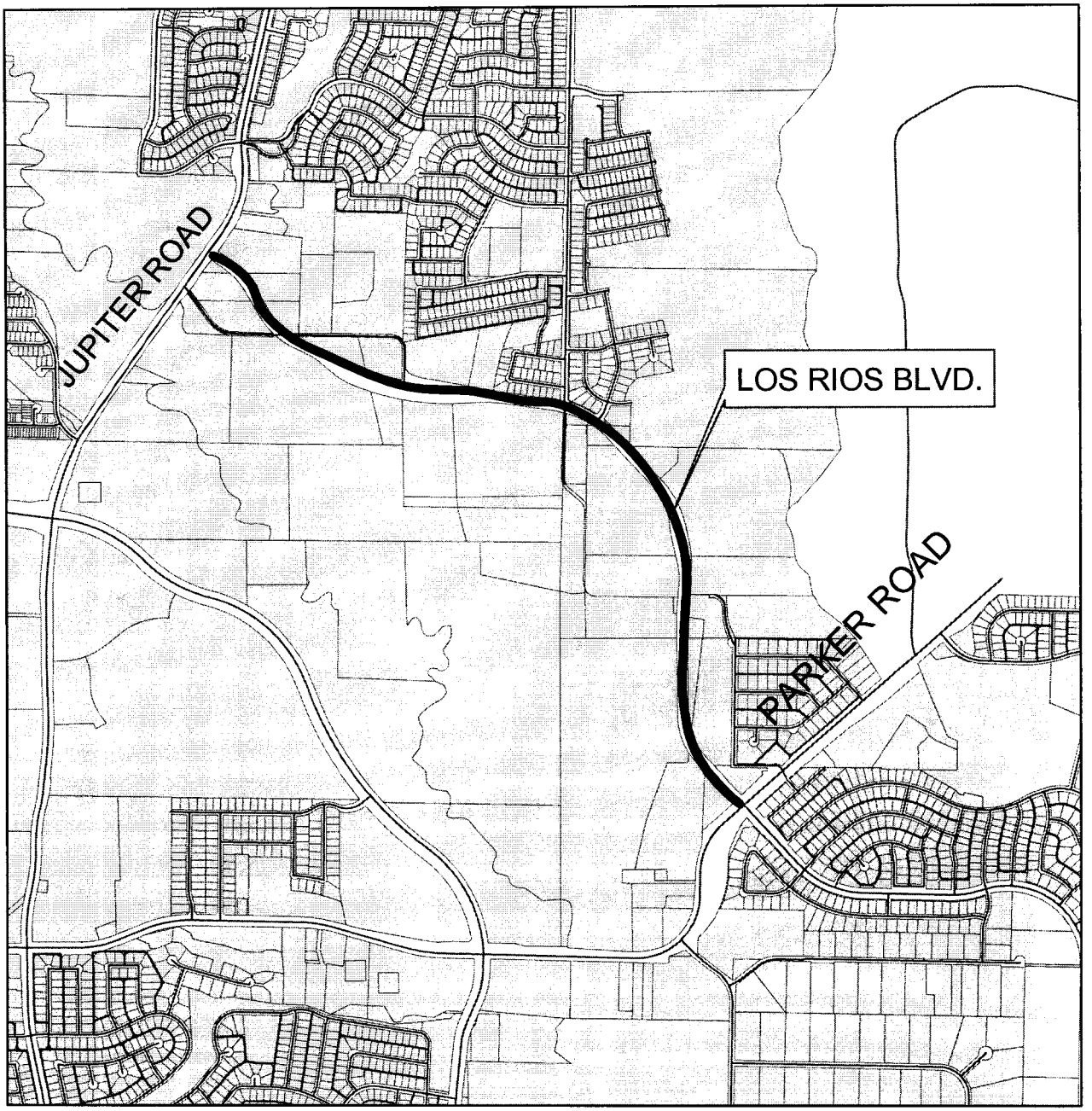
LOS RIOS BOULEVARD - PHASE 1
JUPITER ROAD TO PARKER ROAD
PROJECT #4808



CITY OF PLANO

ENGINEERING DEPARTMENT

N

1,900 950 0 1,900 Feet

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	**1/28/08**	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director		1/18/08
Dept Signature:	Don Wendell	City Manager		1/18/08
Agenda Coordinator (include phone #):	**Susan Berger (7255)**			

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

CAPTION

Approving the terms and conditions of the funding agreement between the City of Plano, Texas, and Historic Downtown Plano Association whereby the City will provide funding in part for the 2008 Downtown at Sundown event; authorizing the City Manager, or, in his absence, an Executive Director; to execute such agreement; and providing an effective date.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: **2007-08**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	40,000	0	**40,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-40,000	0	**-40,000**
BALANCE	0	0	0	**0**

FUND(S): **GENERAL**

COMMENTS: The FY 2007-08 Budget includes $40,000 which is appropriated for the 2008 Downtown at Sundown event. This item, if approved, would designate $28,660 to support the FY 2007-08 Downtown at Sundown event. An additional $11,340 will be allocated to assist with the events which will be held the second Saturday of each month, March through November 2008.

STRATEGIC PLAN GOAL: This item relates to the City's Goal of "Premier City in Which to Live."

SUMMARY OF ITEM

This resolution establishes a funding agreement between the City of Plano, Texas, and the Historic Downtown Plano Association to provide partial funding for the 2008 Downtown at Sundown event in the amount of $40,000, which was approved in the FY 2008-09 budget.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Funding Agreement	

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE FUNDING AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS, AND HISTORIC DOWNTOWN PLANO ASSOCIATION WHEREBY THE CITY WILL PROVIDE FUNDING IN PART FOR THE 2008 DOWNTOWN AT SUNDOWN EVENT; AUTHORIZING THE CITY MANAGER, OR, IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council received Urban-Town Center Grant requests during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2007-08 budget; and

WHEREAS, the City Council desires to enter into Funding Agreement with Historic Downtown Plano Association is attached hereto by reference as Exhibit "A" which establishes the terms and conditions for funding.

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

Section I. The City Council, after reviewing the terms and conditions of the Funding Agreement and the maximum recommended funding amount for the below named organizations, hereby approves the Agreement and funding amount, which render services that are beneficial to the public and serve a valid public purpose.

Section II. The City Manager, or in his absence the Executive Director is hereby authorized to execute such Agreement on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement, and to act in behalf of the City with regard to its terms and conditions.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2008.

_____
Pat Evans, MAYOR

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ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

FUNDING AGREEMENT BETWEEN CITY OF PLANO AND HISTORIC DOWNTOWN PLANO ASSOCIATION

The **CITY OF PLANO,** a Texas home rule municipal corporation (hereinafter referred to as "City"), and **HISTORIC DOWNTOWN PLANO ASSOCIATION,** a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Contractor"), enter into this funding agreement for performance of the **2008 DOWNTOWN@SUNDOWN** event.

WHEREAS, the City Council finds that the expenditure of public funds to **Historic Downtown Plano Association,** is in the best interest of the residents and the City of Plano; and

WHEREAS, the City Council finds that expending public funds for the purpose stated above is a valid public purpose; and

WHEREAS, the City Council determined that the City should expend the sum of **FORTY THOUSAND AND NO/100 DOLLARS ($40,000.00)** for the purposes outlined in the FY 2007-2008 Application for Urban/Town Center Event Grant (attached hereto as **Exhibit "A"** and hereinafter referred to as "Application"); and

WHEREAS, Contractor has established itself as having the ability to perform such activities.

NOW, THEREFORE, for and in consideration of the covenants, obligations, and undertakings of each of the respective parties to the Agreement, the parties hereby agree as follows:

SECTION I
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS

1.01 <u>Purpose/Consideration.</u>

This Agreement provides the terms and conditions under which City will make available the cash sum of **TWENTY EIGHT THOUSAND SIX HUNDRED AND SIXTY AND**

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NO/100 DOLLARS ($28,660.00), to support the **FY 2007-2008 Downtown @ Sundown** event. The City's source of these funds is general revenues derived from collection of property, sales and other taxes, as well as other sources. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in **Exhibit "A".**

City further agrees to make available City Services as provided in **Exhibit "C"** in an amount not to exceed **ELEVEN THOUSAND THREE HUNDRED FOURTY AND NO/100 DOLLARS ($11,340.00)** to assist with the events which will be held the second Saturday of each month, March through November 2008. The City will notify Contractor if Contractor's request for City Services exceeds amount indicated in **Exhibit "C"**. Any City Services requested by Contractor that exceed the **Exhibit "C"** amount will be billed back to Contractor by City. Payments for those additional City Services are to be paid in full within 30 days of the invoice date.

In consideration of the City of Plano providing the funding specified for the 2007-08 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

1.02 <u>Priority of Documents.</u>

This Agreement consists of: Agreement between City of Plano and Contractor; Application; Special Conditions; General Conditions; Affidavit of No Prohibited Interest; Insurance, and Employee Dishonesty Bond when required. The documents are complementary, and what is called for by one shall be binding as if called for by all. In the event of inconsistency in any provisions of the documents, the inconsistency shall be resolved by giving precedence to the documents in the order in which they are listed above.

SECTION II
PERMITTED USES OF FUNDS; CONDITIONS OF USE

2.01 Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as **Exhibit "A"**. In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a Revised Line Item Budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The Revised Line Item Budget must be submitted no less than 150 days prior to the event date and no funds shall be disbursed by the City to Contractor unless and until the revised line item budget is submitted. The Revised Line Item Budget of Approved Expenditures shall be signed by two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. The Revised Line Item Budget shall be attached hereto and incorporated herein as part of **Exhibit "A"**.

1. Subsequent to the initial contract submittal, should the Contractor wish to utilize funds for a purpose other than those stated in **Exhibit "A"**, the Contractor must submit an additional Revised Line Item Budget of Approved Expenditures and request approval from the Contractor's Board, Cultural Affairs Commission, and City Manager. No change may occur unless:

a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;

b. Approved by the Cultural Affairs Commission, as evidenced by the official minutes of the Commission authorizing the change presented by the Contractor's Board;

c. Approved by the City Manager, or his designee, after submission of the requested change by the Cultural Affairs Commission.

Contractor cannot expend any funds for a purpose not listed in the funding application until receipt of written approval from the City Manager or his designee.

2.02 All expenditures of City funds must comply with the Agreement and attachments hereto. Agreement compliance is defined as:

1. At least 90% of expenses budgeted in each category of the Application and funded by City monies must be spent in that category;
2. Contractor must meet all other conditions of this Agreement.

2.03 Contractor agrees to the general conditions of the grant as set forth in the attachment entitled "General Conditions of Agreement" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as **Exhibit "B"**.

2.04 Unexpended and unencumbered City funds that remain with the Contractor sixty (60) days after the last day of the event will revert to the City.

SECTION III
NON-ASSIGNMENT

3.01 Contractor may not assign any interest in this Agreement, whether in whole or part, without prior approval of the City Council, as reflected by a duly authorized resolution.

SECTION IV
INDEPENDENT CONTRACTOR

4.01 The City enters into this Agreement with Contractor for the purposes enumerated in Section I. Contractor asserts and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of the City. Contractor has exclusive control over the details of the activity, and is responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants. The doctrine of respondeat superior does not apply as between City and Contractor, its officers, agents, employees, contractors,

subcontractors and consultants. Further, this agreement does not create a partnership or joint enterprise between City and Contractor.

SECTION V
DISBURSEMENT OF FUNDS

5.01 The City will disburse funds provided under this Agreement as follows:

TWENTY THOUSAND AND NO/100 DOLLARS ($20,000.00) shall be paid upon approval of the grant by the City Council. The remaining **EIGHT THOUSAND SIX HUNDRED AND SIXTY AND NO/100 DOLLARS ($8,660.00)** shall be paid to Contractor upon proof that they have achieved a minimum of fifty percent (50%) of their FY 2007-2008 revenue budget goal (excluding City grant funds). This disbursement will occur no earlier than July 15, 2008.

5.02 Expenses incurred after the termination date will not be reimbursed under this Agreement and the City shall assume no liability for same.

5.03 Failure to submit a Revised Line Item Budget as required in Section II of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City.

5.04 [APPLICABLE ONLY TO CASH GRANTS OF $75,000 OR MORE] Failure to submit an Employee Dishonesty Bond as required in Section VII of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City as required.

5.05 Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of

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the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

5.06 Reporting Requirements.

Within sixty (60) days following the event, Contractor agrees to provide a final written report of its activities and expenditures along with associated financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Application attached in **Exhibit "A",** as well as a description of program goals achieved and/or progress toward those goals. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

SECTION VI
AFFIDAVIT OF NO PROHIBITED INTEREST

6.01 Contractor acknowledges and represents it is aware of all applicable laws, the City Charter, and the City Code of Conduct regarding prohibited interests, and that the existence of a prohibited interest at any time will render the Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D"**.

SECTION VII
INSURANCE REQUIREMENTS/INDEMNIFICATION

7.01 Insurance.

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in **Exhibit "E"**. Additionally, this insurance must specifically cover any and all activities occurring on City

property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator no less than 120 days prior to the event. A properly executed Certificate of Insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

7.02 Employee Dishonesty Bond Requirement Applicable to Contractors Receiving Cash Funds of $75,000.00 or greater

At its own expense, a Contractor receiving cash funds in the amount of $75,000.00 or more agrees to maintain during the term of this Agreement, or any extension thereof, an Employee Dishonesty Bond (EDB) in an amount equal to the total dollar amount awarded to Contractor by the City as defined in the grant agreement. A copy of proof of EDB shall be attached to the funding agreement as an additional attachment to **Exhibit "E"**. Bonds shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

Bonds shall be made payable to the City of Plano and shall be maintained by Contractor throughout the contract period. Contractor must provide proof of this EDB to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed bond certificate issued by Contractor's insurance agency is sufficient proof of EDB. Contractor must maintain a current copy of the certificate(s) and provide proof of its current EDB to City throughout the entire term of this Contract. Failure to provide proof of the EDB shall result in the City withholding disbursement of funds to the Contractor until proof is provided as required under this Agreement.

7.03 Indemnification.

Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including

attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor must defend City against all such Claims.

City shall have the right to select or to approve defense counsel retained by Contractor to fulfill its obligation to defend and indemnify the City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not a waiver of Contractor's obligation to defend or indemnify the City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor is liable for all costs incurred by City.

SECTION VIII
TERM

8.01 The term of this Agreement is March 1, 2008, through November 9, 2008. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

SECTION IX
TERMINATION

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date.

After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision. Contractor is solely responsible for funds expended contrary to the terms and conditions of this Agreement, and must return to the City all funds provided pursuant to this agreement within ten (10) days of the termination.

SECTION X
MISCELLANEOUS

10.01 Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

10.02 Authority

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

10.03 Successors and Assigns

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

10.04 Notice.

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

City – Contract Administrator
Dana Conklin
Marketing and Special Events Manager
City of Plano
P O Box 860358
Plano, TX 75086-0358
972-941-7250
972-941-7118 (fax)

Contractor
Historic Downtown Plano Assoc.
Rick Baldelli, President
1100 14th St
Plano, TX 75074
972-424-7272

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

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

10.07 Venue.

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 20_____.

_____

BY: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

_____
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 _____, 20____ by _____, _____ of _____, a non-profit corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public in and for the
State of Texas

EXHIBIT "A"

CONTRACTOR'S APPLICATION

Budget for 2007-08 Grant Request

Please complete the following by providing information for your FY 2007-08 request and attach a copy of your complete budget for the year of your request.

Revenue:

	Total Overall Event Budget	City Cash Requested	% of Total Overall Event Budget	City In-Kind Requested
Sponsorships*	$57,000	$28,660	33%	$11,340
Corporate	$17,000	X	9%	X
Foundations		X		X
Individual		X		X
In-Kind Sponsorships **	$106,925	0	62%	
Fees	$27,600	0	16%	
Admission	0	X		X
Vendors (non-sponsor)	$21,000	X	12%	X
Vendors (sponsor)	0	X		X
Parking	0	X		X
Other (specify)		X		X
Grand Total	$172,525	$28,660	17%	$11,340

*Sponsorship defined as cash-only in keeping with sponsor levels established by event.
**Includes any sponsorships of services balanced against event costs. (i.e. media value, contract services)

Expenses:

	Total Overall Event Budget	City Cash Requested	% of Total Overall Event Budget	City In-Kind Requested
Contracted City Services*	$11,340	X	9%	$11,340
Contracted Services other than City	$1,800		1%	
Rental Expenses	$51,300		11%	
In-Kind Services other than City		X		X
Advertising & Promotion	$35,688	$20,000	42%	
Insurance	0			
Other	$9,000		7%	
Entertainment	$13,500	$8,660	11%	
Grand Total	$122,628	$28,660	100%	$11,340

*Typically provided as in-kind services only. These will be calculated in accordance with Fair Labor Standards Act.

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EXHIBIT "B"

GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

(1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.07, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.

(2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.

(3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.

(4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.

(5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.

(6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.

(7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.

(8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.

(9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.

(10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.

EXHIBIT "C"

SPECIAL CONDITIONS

The Contractor agrees to the following special conditions:

Public safety for the event will be provided by the Plano Police personnel under the direction of the Plano Police Chief or the Police Chief's designee.

Expenses for City services, i.e., Police, Parks and Recreation, Fire, and Public Works Departments will be appropriated by the City in the amounts listed on the chart below. These expenses shall be considered a part of the grant by the City.

Police	$ 6,930
Parks	$ 4,410
TOTAL	**$ 11,340**

The event shall not be charged by City departments for planning or administrative time performed during regular business hours.

The Contractor must show evidence of all incurred expenses for funds received under this Agreement.

Any surplus of City contributed funds following payment of all qualified expenses shall be remitted to the City of Plano.

Settlement of all qualified expenses and return of surplus funds to the City of Plano shall occur no later than sixty (60) days after the event end date.

The event shall be considered an officially sponsored event of the City of Plano, and as such follow and be subject to all regulations and guidelines of other City of Plano events.

The event shall reserve one (1) voting seat on its Board of Directors or planning committee for an official representative of the City of Plano, designated by the City Manager.

Public Service booth space will be provided by the event to the City of Plano and its departments at no charge subject to space availability.

The event shall require all vendors to comply with applicable laws and regulations and publicly display all appropriate health, fire, sales tax, or other permits.

The event shall provide adequate handicapped parking or transportation.

The event will be responsible for application and completion of the Special Event Permit as proscribed by ordinance.

EXHIBIT "D"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

_____
Name of Contractor

By: _____
Signature

_____
Print Name

_____
Title

_____
Date

STATE OF _____ §
§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 200_.

_____
Notary Public, State of _____

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EXHIBIT "E"

INSURANCE

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than $500,000 per occurrence, $1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	**1/28/08**	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		01.18.08
Dept Signature:		City Manager		1/18/08
Agenda Coordinator (include phone #):	**Irene Pegues (7198)**			

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

CAPTION

To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County, Texas, for the widening of Headquarters Drive from Parkwood Drive to Preston Road.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2007-08**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	410,000	0	**410,000**
BALANCE	0	410,000	0	**410,000**

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

COMMENTS: This item allows the City to enter into an interlocal agreement with Collin County for the Headquarters – Parkwood to Preston project. If this request is approved, Collin County will remit to the City $410,000 for widening of Headquarters from Parkwood Drive to Preston Road.

STRATEGIC PLAN GOAL: Interlocal agreements for street improvements relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This Agreement provides for Collin County to remit to the City the sum of $410,000 for the widening of Headquarters Drive from Parkwood Drive to Preston Road. Half of the County funds will be provided after a notice to proceed is issued, the remaining half when the project is half completed. These funds were allocated from the 2003 Collin County Bond Program.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map	N/A

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS, PROVIDING FOR THE WIDENING OF HEADQUARTERS DRIVE FROM PARKWOOD DRIVE TO PRESTON ROAD; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, and Collin County, Texas, providing terms and conditions for the widening of Headquarters Drive from Parkwood Drive to Preston Road, 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, should be authorized to execute it on behalf of the City of Plano.

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

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

Section II. The City Manager, or 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.

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

DULY PASSED AND APPROVED the _____ day of _____, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO AND COLLIN COUNTY, TEXAS CONCERNING THE WIDENING OF HEADQUARTERS DRIVE FROM PARKWOOD DRIVE TO PRESTON ROAD

2003 COLLIN COUNTY BOND PROJECT #03-61

WHEREAS, the County of Collin, Texas ("County") and the City of Plano, Texas ("City") desire to enter into an agreement concerning the widening of Headquarters Drive from Parkwood Drive to Preston Road (the "Project") in Plano, Collin County, Texas; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the City and County have determined that the improvements may be constructed most economically by implementing this agreement.

NOW, THEREFORE, this agreement is made and entered into by the County and the City upon and for the mutual consideration stated herein.

WITNESSETH:

ARTICLE I.

The City shall arrange to construct the widening of Headquarters Drive from Parkwood Drive to Preston Road, hereinafter called the "Project". The Project shall consist of widening from four lanes to six lanes, a distance of approximately 4000 feet. All improvements shall be designed to meet or exceed the current Collin County design standards and shall be constructed in accordance with the plans and specifications approved by the City.

ARTICLE II.

The City shall prepare plans and specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, the City shall comply with all state statutory requirements. The City shall provide the County with a copy of the executed construction contract(s) for the Project.

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ARTICLE III.

The City will acquire no real property in the vicinity of the improvements for use as right-of-way.

ARTICLE IV.

The City estimates the total actual cost of the project to be $820,000. The County agrees to fund up to one half of the total cost to construct the improvements in an amount not to exceed $410,000. The County shall remit 50 percent of this amount, $205,000, to the City within thirty (30) days after the City issues a Notice to proceed to the lowest responsible bidder and the City requests payment. The County will remit the remaining 50 percent within thirty (30) days after receipt of notice from the City that the Project is 50 percent complete. Following completion of the Project, the City shall provide a final accounting of expenditures for the Project. If the actual cost to construct the Project is less than the estimated amount set forth herein, the City shall remit the County 50 percent of the difference between the estimated cost and the actual cost. The Commissioners Court may revise this payment schedule based on the progress of the Project. The "total cost of the Project" shall include engineering, construction, inspection, testing, street lighting, and construction administration costs including contingencies.

ARTICLE V.

The County and City agree that there is a total of $410,000 committed to the Project out of the $500,000 that was allocated to the Project in the 2003 Collin County Bond Program. County and City agree that the remaining funds may be reallocated to a mutually agreed upon project.

ARTICLE VI.

The City shall prepare for the County an itemized statement specifying Project costs that have been incurred to date and submit detailed Project cost and progress reports every thirty (30) days until Project completion.

ARTICLE VII.

The City and County agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party.

ARTICLE VIII.

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

ARTICLE IX.

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

ARTICLE X.

SEVERABILITY. The provisions of this agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the agreement shall be enforced as if the invalid provision had never been included.

ARTICLE XI.

ENTIRE AGREEMENT. This agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ARTICLE XII.

SUCCESSORS AND ASSIGNS. This agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this agreement without the written consent of the other party.

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ARTICLE XIII.

IMMUNITY. It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

ARTICLE XIV.

TERM. This agreement shall be effective upon execution by both parties and shall continue in effect annually until final acceptance of the Project. This agreement shall automatically renew annually during this period.

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF COLLIN, TEXAS

By: _____
Name: Ron Harris
Title: County Judge
Date: _____

Executed on this _____ date of _____, 2008, by the County of Collin, pursuant to Commissioners' Court Order No. _____

ATTEST:

By: _____
Name: Diane Zucco
Title: City Secretary
Date: _____

CITY OF PLANO, TEXAS

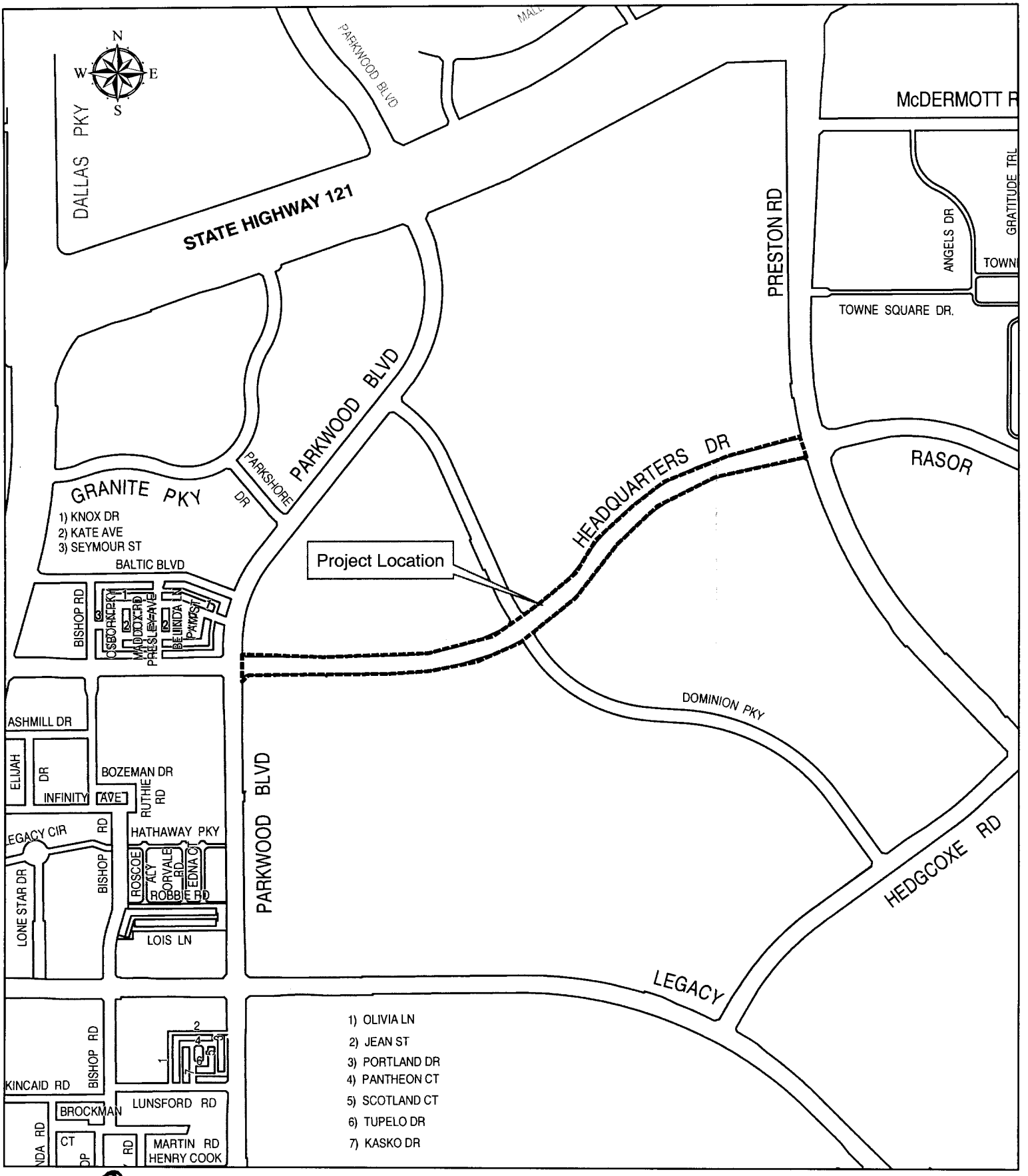
By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Date: _____

Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

By: D. Wetherbee
Name: Diane Wetherbee
Title: City Attorney
Date: 1/18/08

HEADQUARTERS DRIVE



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LOCATION MAP

01/17/08

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Public Safety Communications		Initials	Date
Department Head	Ron Timmons	Executive Director		01-19-08
Dept Signature:		City Manager		1/22/08
Agenda Coordinator (include phone #):	Jim Raney #7954			

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, APPROVING THE TERMS AND CONDITIONS OF A QUOTE BY AND BETWEEN THE CITY OF PLANO AND MOTOROLA THE SOLE SOURCE PROVIDER OF PUBLIC SAFETY COMMUNICATIONS PORTABLE AND MOBILE RADIO COMMUNICATIONS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	7,500,000	0	**7,500,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-131,131	0	**-131,131**
BALANCE	0	7,368,869	0	**7,368,869**

FUND(S): **TECHNOLOGY IMPROVEMENTS (CO'S/TAX NOTES)**

COMMENTS: Funds will be provided by the 2008 sale of Certificates of Obligation/Tax Notes. This item, in the amount of $131,131, will leave a current year allocation of $7,368,869 for Radio System Infrastructure Replacement project.

STRATEGIC PLAN GOAL: Purchase/Upgrade of radios and software for radio replacement relates to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Public Safety Communications (534) request the purchase of radios and radio upgrades to Radio Rebanding to replace radio that will not reband on our Motorola Smartnet System. Software for the radios is a sole source purchase from Motorola. The funds for this purchase will be provided by the 2008 sale of Certificates of Obligation/Tax Notes. The price for this purchase is $131,131.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Sole Source Letter	

MOTOROLA

January 3, 2008

City of Plano, Texas
Attn: Jim Raney
925-22nd Street,# 100-C
Plano, Texas, 75074

Jim,

The City of Plano utilizes a Motorola SMARTNET Communications system. SMARTNET is a Motorola trademark for the software development tailored to public safety agencies. This technology is available only through Motorola's Direct Distribution Channel. Dealers and other distribution channels cannot offer the SMARTNET technology in the radio equipment they may sell to Public Safety agencies. For this reason, Motorola is a sole source provider for the City of Plano's portable and mobile radio communications needs.

If you should have any questions or require additional information, please do not hesitate to call me at (972)-977-8022.

Regards,

MOTOROLA, Inc.

Becky Smartt

Becky Smartt
Motorola, Inc.
Account Manager
Office: 972-277-4628

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A QUOTE BY AND BETWEEN THE CITY OF PLANO AND MOTOROLA THE SOLE SOURCE PROVIDER OF PUBLIC SAFETY COMMUNICATIONS PORTABLE AND MOBILE RADIO COMMUNICATIONS; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Safety Communications Department of the City of Plano utilizes a portable and mobile radio communications system developed by Motorola; and

WHEREAS, Motorola is the sole source provider of software support, maintenance, upgrade and update services for the portable and mobile radio communications; and

WHEREAS, the City Council has been presented a Quote from Motorola for the purchase of SMARTNET Communications system, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Quote"); and,

WHEREAS, upon full review and consideration of the Quote and all matters attendant and related thereto, the City Council is of the opinion that the Quote should be approved, and that the City Manager or his designee shall be authorized to execute any and all documents necessary to purchase the SMARTNET Communications System 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 City Council hereby finds and determines that Motorola is the sole source provider of the support, maintenance, upgrade and update services for the portable and mobile radio communications system utilized by Public Safety Communications and, thus, the purchase of such SMARTNET Communications System is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7).*

Section II. The City Manager, or in his absence, an Executive Director, is hereby authorized to execute any and all documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Quote.

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

DULY PASSED AND APPROVED this _____ day of _____, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A" TO RESOLUTION NO. _____

MOTOROLA

Date: Jan. 09, 2008

Customer Connection Quotation

1307 E Algonquin Rd Schaumburg, IL 60196

Quote #:

Prepared By: Becky Smartt **Phone:** (97) 977-8022 **Fax:** (972) 277-4681

CUSTOMER #:

PREPARED FOR :	Jim Raney	Bill To Please Provide	Ship to Please Provide
COMPANY :	City of Plano Texas	Address:	Address:
PHONE :	972-941-7942	,	
FAX :			

Equipment Details and Pricing

Qty.	Model	Description		Unit Price	Total Price
		REBANDING SUBSCRIBER UPGRADE QUOTE			
41	XTS5000 II	XTS 2500 RB UPGRADE TO XTS 5000 MODEL II FULL VERSION			
41	Q393RUGD	RUGGED NiCAD FM BATTERY	$	40.00	$1,640.00
41	H499	RUGGEDIZED HOUSING	$	210.00	$8,610.00
41	H64	YELLOW HOUSING	$	21.00	$861.00
41	P25	ASTRO P25 UPGRADE	$	704.00	$28,864.00
44	XTS5000 II	XTS 2500 RB UPGRADE TO XTS 5000 MODEL II FULL VERSION			
44	P25	ASTRO P25 UPGRADE	$	704.00	$30,976.00
68	XTL 2500 RB	XTL 2500 RB UPGRADE TO XTL 5000 w/05 CONTROL HEAD FULL VERSION	$	885.00	$60,180.00
		QUOTE TOTAL			**$131,131.00**

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal. If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged. Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Public Safety Communications		Initials	Date
Department Head	Ron Timmons	Executive Director		01-19-08
Dept Signature:	Ronald P. Timmons	City Manager		1/22/08
Agenda Coordinator (include phone #):	Jim Raney x 7954			

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, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE CITY OF ALLEN, TEXAS AND THE CITY OF WYLIE, TEXAS PROVIDING TERMS AND CONDITIONS FOR PARTICIPATION IN A COMMUNICATION CONSULTING SERVICE FOR A RADIO SYSTEM REPLACEMENT/UPGRADE PROJECT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; 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	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): TECHNOLOGY IMPROVEMENTS (CO'S/TAX NOTES)

COMMENTS: This item allows the City to enter into an interlocal agreement with the City of Allen and the City of Wylie for the Radio System Infrastructure Replacement project. If this request is approved, Allen and Wyllie will remit to the City a total of $171,830, $85,915 each, for communitcation consulting services associated with Radio System Replacement/Upgrades.

STRATEGIC PLAN GOAL: Interlocal agreements for street improvements relate to the City's Goal of Safe, Efficient Travel.

SUMMARY OF ITEM

This Resolution approves an Interlocal Agreement by and between the City of Plano, the City of Allen and the City of Wylie for participation a communication consulting service for radio system replacement/upgrade project.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE CITY OF ALLEN, TEXAS AND THE CITY OF WYLIE, TEXAS PROVIDING TERMS AND CONDITIONS FOR PARTICIPATION IN A COMMUNICATION CONSULTING SERVICE FOR A RADIO SYSTEM REPLACEMENT/UPGRADE PROJECT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas, the City of Allen, Texas and the City of Wylie, Texas containing terms and conditions for the provision of governmental services, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

Section II. The City Manager, or 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 from and after its passage.

DULY PASSED AND APPROVED this the _____ day of _____, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS, THE CITY OF ALLEN, TEXAS AND THE CITY OF WYLIE, TEXAS FOR PARTICIPATION IN COMMUNICATIONS CONSULTING SERVICES FOR RADIO SYSTEM REPLACEMENT/UPGRADE PROJECT

This Agreement is made between the CITY OF PLANO, TEXAS, a municipal corporation (hereinafter referred to as "Plano"), the CITY OF ALLEN, TEXAS, a home rule municipal corporation (hereinafter referred to as "Allen") and the CITY OF WYLIE, a municipal corporation (hereinafter referred to Wylie), as follows:

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

WHEREAS, Plano, Allen and Wylie are political subdivisions within the State of Texas and are all engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the parties desire to enter into an agreement under which Plano, Allen and Wylie will hire a consultant to evaluate an upgrade and/or replacement to the radio system; and

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

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

I. TERM

The term of this Agreement is for a period of one year to be renewed automatically for additional one year terms until the completion of the consulting project as attached hereto in Exhibit "A" unless terminated earlier by either party in accordance with the terms of this Agreement.

II. OBLIGATIONS OF THE PARTIES

Plano agrees to enter into a consulting agreement for replacement and/or upgrade of the radio system with RCC Consultants, Inc. for the scope of work which is attached hereto as Exhibit "A". Plano will pay the consultant for the total cost of the project and Allen and Wylie agree to reimburse Plano for a share of the consulting work to be performed in accordance with the terms of this Agreement. Allen and Wylie agree to fully cooperate with Plano and RCC Consultants, Inc. the consultants to the extent necessary to complete the project. The contract will begin upon execution of this Agreement by all parties.

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III. FEES

The fees to be paid for the services and use of the System shall be assessed against Allen and Wylie in three phases as outlined below. All fees due hereunder shall be paid from current revenues legally available to Allen and Wylie. Allen and Wylie agree to pay Plano fees for the radio consultant services for the radio system replacement/upgrade project according to the following schedule:

A. Phase I – Radio System Assessment – The first phase of the consulting project consists of a radio system assessment. The total cost for Phase I of the project is $166,828.00. Allen agrees to pay $28,360.92 to Plano as reimbursement for this phase of the project. Wylie agrees to pay $28,360.92 to Plano as reimbursement for this phase of the project.

B. Phase II – Detailed Radio System Design and RFP Development - The second phase of the consulting project consists of a detailed radio system design and RFP development. The total cost for Phase II of the project is $177,289.95. Allen agrees to pay $30,139.29 to Plano as reimbursement for this phase of the project. Wylie agrees to pay $30,139.29 to Plano as reimbursement for this phase of the project.

C. Phase III – System Implementation Assistance - The third phase of the consulting project consists of system implementation assistance. The total cost for Phase III of the project is $161,264.51. Allen agrees to pay $27,414.97 to Plano as reimbursement for this phase of the project. Wylie agrees to pay $27,414.97 to Plano as reimbursement for this phase of the project.

IV. PAYMENTS DUE

All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party. For the term of the Agreement, Allen and Wylie agree to pay Plano the fees specified under Article III within thirty (30) days of the completion of each phase of the project for which Plano will issue an invoice. Upon receipt of the invoice, Wylie and Allen will remit the amounts due within thirty (30) days to Plano. In the event of early termination of the contract with RCC Consultants, Inc., Allen and Wylie agree to pay 1/6 of any expenses incurred for work performed through the date of the termination of the Agreement.

V. TERMINATION

6.01 This Agreement may be terminated as specified below upon the occurrence of any of the following:

(a) Any party may terminate this Agreement in writing within ninety (90) days after the completion of Phase 1. Allen and Wylie will be responsible for the cost of Phase 1 even if termination occurs. Allen and Wylie shall pay for all fees incurred through the effective date of termination.

VI. RELEASE AND HOLD HARMLESS

Each party agrees to waive all claims against, to release, and to hold harmless the other party and its respective officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason or injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party shall be responsible for its proportionate share of liability. Allen and Wylie agree to waive all claims against and hold harmless Plano in the event of early termination of the Agreement with RCC Consultants, Inc.

VII. IMMUNITY

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

VIII. ASSIGNMENT AND SUBLETTING

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

IX. ENTIRE AGREEMENT

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

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X. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either party in writing and delivered in person or send via certified mail to the other party at the following respective addresses:

Plano Representative:
CITY OF PLANO
Director of Public Safety Communications
P.O. Box 860358
Plano, Texas 75086-0358
(972) 941-7931

Allen Representative:
CITY OF ALLEN
Chief of Police
305 Century Parkway
Allen, Texas 75013
(214) 509-4100

Wylie Representative
CITY OF WYLIE
Fire Chief
2000 State Highway 78 North
Wylie, Texas 75098
(972) 442-8100

XI. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

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

XII. SEVERABILITY

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

XIII. VENUE

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

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XIV. INTERPRETATION OF AGREEMENT

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

XV. REMEDIES

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

XVI. SUCCESSORS AND ASSIGNS

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

EXECUTED on the dates indicated below:

CITY OF ALLEN, TEXAS

DATE _____ BY: _____

_____

TITLE: _____

CITY OF WYLIE, TEXAS

DATE _____ BY: _____

_____

TITLE: _____

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CITY OF PLANO, TEXAS

DATE _____ BY: _____
Thomas H. Muehlenbeck
CITY MANGER

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2008, by _____, _____ for the **City of Allen, Texas,** a home rule municipal corporation, on behalf of such municipality.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2008, by _____, _____ for the **City of Wylie,** a municipal corporation, on behalf of such municipality.

_____
Notary Public, State of Texas

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STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2008, by **THOMAS H. MUEHLENBECK, City Manager** of the **City of Plano, Texas**, a home-rule municipal corporation, on behalf of such municipal corporation.

_____
Notary Public, State of Texas

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The Exhibits to the Interlocal Agreement by and between the City of

Plano, the City of Allen and the City of Wylie

are available in the Public

Safety Communications Department during business hours

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/2008	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Customer and Utility Services			Date
Department Head	Mark Israelson	Executive Director		1-23-08
Dept Signature:		City Manager		1/23/08
Agenda Coordinator (include phone #):	**Nancy Rodriguez x7510**			

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, APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ST. ELIZABETH ANN SETON PARISH TO LOCATE, PLACE, ATTACH, INSTALL, OPERATE, AND MAINTAIN A COMMUNICATIONS SYSTEM CONSISTING OF CONDUIT AND FIBER IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☒ REVENUE ☐ CIP

FISCAL YEAR: **2007-08 thru 2018**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	0	0	**0**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	11,590	0	**11,590**
BALANCE	0	11,590	0	**11,590**

FUND(S): GENERAL FUND (01)

COMMENTS: This agreement is for the use of public right-of-way for a ten-year period with optional renewals. This will generate a lump sum payment in the current year in the amount of $11,590 which equates to $1,159 per year for the ten-year period.

STRATEGIC PLAN GOAL: Right-of-way use agreements relate to the City's Goal of "Diverse Business Center."

SUMMARY OF ITEM

This Resolution approves a Public Right-of-Way Use Agreement with St. Elizabeth Seton for work that St. Elizabeth Seton desires to do in the City's rights-of-way to connect a communications system existing at its parish office with another facility owned by them across Independence Parkway.

CITY OF PLANO
COUNCIL AGENDA ITEM

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
n/a	n/a

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A PUBLIC RIGHT-OF-WAY USE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ST. ELIZABETH ANN SETON PARISH TO LOCATE, PLACE, ATTACH, INSTALL, OPERATE, AND MAINTAIN A COMMUNICATIONS SYSTEM CONSISTING OF CONDUIT AND FIBER IN CERTAIN SPECIFIC PORTIONS OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Public Right-of-Way Use Agreement by and between the City of Plano, Texas and St. Elizabeth Ann Seton Parish(hereinafter called "Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; 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 should be authorized to execute the Agreement 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.

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

DULY PASSED AND APPROVED on this the ____ day of _____, 2008.

_____
PAT EVANS, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

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PUBLIC RIGHT-OF-WAY USE AGREEMENT

This Agreement is made this the _____ day of _____, 2008, by and between the **City of Plano, Texas** ("City"), a Texas home rule municipal corporation, and **St. Elizabeth Ann Seton Parish** ("Company").

RECITALS:

WHEREAS, Company desires to locate, place, attach, install, operate and maintain, subject to the terms of this Public Right-of-Way Use Agreement, a communications system consisting of conduit and fiber (hereinafter called "Structure") under Independence Parkway located in Plano, Collin County, Texas, as shown on the attached Exhibit "A," for the purpose of connecting its communications system between two facilities; and

WHEREAS, the City will allow Company to use the Public Rights-of-Way under the terms of this Agreement.

NOW, THEREFORE, the City and Company agree as follows:

1. Definitions.

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

(a) *Affiliate* shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

(b) *Company* shall mean St. Elizabeth Ann Seton Parish only and shall not include any Affiliate or third party.

(c) *City* shall mean the area within the corporate limits of the City of Plano, Texas, and the governing and administrative body thereof.

(d) *Effective Date* shall mean the date of execution by the City.

(e) *Person* shall mean an individual, corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.

(f) *Public Rights-of-Way* shall mean only those portions of the public rights-of-way and street crossings in the City identified in Exhibit "A" of this Agreement, which is attached hereto and hereby made a part of this Agreement for all purposes.

(g) *Structure* shall mean Company's communications systems consisting of conduit and fiber located under Independence Parkway in Plano, Collin County, Texas.

2. **Grant of Rights**.

2.1 General Use of Public Rights-of-Way.

Subject to the terms and conditions set forth in this Agreement, the City Charter, and the ordinances of the City, the City hereby grants Company a non-exclusive license to locate, place, attach, install, operate and maintain its Structure in the Public Rights-of-Way, as defined in Section 1 hereof. Company hereby acknowledges and agrees that the location, attachment, installation, operation, maintenance, removal, reattachment, reinstallation, relocation and/or replacement of Structure or any other structure or equipment constitutes an actual use of the Public Rights-of-Way, that the City has the right to manage and regulate the use of such Public Rights-of-Way, and that the City is entitled to recover reasonable compensation from Company on account of such use of the Public Rights-of-Way.

Both the City and Company ("Parties") hereby acknowledge and agree that this Agreement addresses only the use of the Public Rights-of-Way by Company to locate, place, attach, install, operate and maintain its Structure and does not grant

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Company or any Affiliate or contractor of the Company the use of the Public Rights-of-Way for any other reason. If Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company contends that Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company wishes to construct and/or install additional facilities in any of the City's public rights-of-way other than the Public Rights-of-Way defined in Section 1, Company shall first notify the City in writing and shall obtain a written permit or agreement for the use of the Public Rights-of-Way in that respect.

2.2 Scope. Any and all rights granted to Company under this Agreement, which shall be exercised at Company's sole cost and expense, shall be subject and subordinate to the prior and continuing right of City, its successors and assigns, to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other Person or Persons having the legal right to use such Public Rights-of-Way. In addition, any and all rights granted to Company under this Agreement shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Company a real property interest in land, including, but not limited to, any fee, leasehold interest, or easement. Any work performed by or on behalf of Company shall be subject to the prior and customary review and regulation by the City. Company shall not allow any liens, including, but not limited to, mechanic's or materialman's liens, to be enforced against City's premises by reason of any such work.

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2.3 Non-exclusive. This Agreement and all rights granted to Company herein are strictly non-exclusive. The City reserves the right to grant other and future agreements, consents and franchises for the use of public rights-of-way in the City, including the Public Rights-of-Way used by Company pursuant to this Agreement, to other Persons as the City deems appropriate. This Agreement does not establish any priority for the use of the Public Rights-of-Way by Company or by any present or future franchisees, users or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees, users and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4 Other Permits. This Agreement does not relieve Company of any obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, repair, or maintenance of the Structure.

3. **Term.**

This License shall continue in force for a period of ten (10) years from the Effective Date and may thereafter be renewed for such time and upon such terms as the parties may then agree. If any law or agency rule or regulation is adopted that affects the City's ability or right to manage the Public Rights-of-Way, Company agrees to meet with the City and to negotiate with diligence and in good faith an agreement or amendment to this Agreement that reasonably resolves the City's and Company's concerns regarding such law or agency rule or regulation.

4. **Fees and Payments.**

4.1 Public Right-of-Way Use Fee. On the Effective Date and on each anniversary of the Effective Date thereafter as adjusted by Section 4.2 below, Company shall pay the City as compensation for its use of the Public Rights-of-Way, the sum of ONE THOUSAND ONE HUNDRED FIFTY NINE DOLLARS ($1,159.00), which represents (i) ONE DOLLAR AND FIFTY CENTS ($1.50) per linear foot of the Public Rights-of-Way at 106 linear feet equaling ONE HUNDRED FIFTY NINE DOLLARS ($159.00) per year plus (ii) ONE THOUSAND DOLLARS ($1,000.00) per public street crossing per year. Company hereby acknowledges and agrees that the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement.

4.2 Fee Adjustment. At the first anniversary of the Effective Date of this Agreement and for each year thereafter for the remainder of the Term the Public Right-of-Way Use Fee shall be increased by three percent (3%). The three percent (3%) increase shall be cumulative from year to year such that the Right-of-Way Use Fee due on each anniversary date shall be determined by multiplying the Right-of-Way Use Fee (as previously adjusted) for the preceding year by the multiplier 1.03.

4.3 Other Payments. In addition to the Right-of-Way Use Fees, Company shall pay the City all sums that may be due the City for property taxes, license fees, permit fees, or other taxes, charges or fees that the City may from time to time impose.

4.4 Interest. All sums due the City under this Agreement that are not paid when due shall bear interest at the rate of ten percent (10%) per annum, computed monthly.

4.5 Company acknowledges that it understands that this Agreement and the fee charged in Section 4.1 above relate only to the Public Rights-of-Way specifically identified in Exhibit "A." Additional portions of the public rights-of-way and/or street crossings shall require a new license and an additional fee.

5. **Use of Public Rights-of-Way**

5.1 Construction and Maintenance. In all matters relating to this Agreement, Company shall comply with the City of Plano Right-of-Way Management Ordinance, as adopted by Ordinance No. 2001-3-20 and as amended from time to time, and all other pertinent laws, rules, and regulations of the City and the State of Texas. Approval by City of this Agreement shall not constitute a warranty by City that Company's plans conform with federal, state and/or local codes and regulations applicable thereto. Company shall comply with all laws or ordinances of the City of Plano, including, but not limited to, those relating to building and excavation permits.

5.2 Work by Others; Alterations Required if Needed to Conform with Public Improvements. The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid sanitary sewer, gas, water, electric, telephone and television cable and other pipelines or cables and conduits and to do and permit to be done any underground and overhead installation that may be deemed necessary or proper by the governing body of the City in, across,

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along, over or under any of Company's Public Rights-of-Way and to change any curb or sidewalk or the grade of any street. In permitting such work to be done, the City shall not be liable to Company, except to the extent provided under the Texas Tort Claims Act. Nothing herein shall relieve any other person or corporation from any liability for damage to the facilities or the Structure.

5.3 Testing. Company shall cooperate with City in making any test or tests it requires of any installation or condition that, in its reasonable judgment, may have adverse effects on any of the facilities of the City. All costs incurred by the test(s), or any corrections thereof, shall be borne by Company.

5.4 Location, Use or Purpose Changes. No change in the location, use or purpose of the Public Rights-of-Way shall be made by Company without City's written approval.

6. **Miscellaneous Obligations of Company.**

6.1 Removal of Structure. Upon the termination or expiration of this Agreement, Company's right to use Public Rights-of-Way under this Agreement shall cease and Company shall immediately discontinue use of the Structure. Within six (6) months following such termination or expiration and in accordance with directions from the City, Company shall remove the Structure, including, but not limited to, all supporting structures, poles, transmission and distribution Structures and other appurtenances, fixtures or property from the Public Rights-of-Way. If Company has not removed all Structure facilities and equipment from the Public Rights-of-Way within six (6) months following termination or expiration of this Agreement, the City may deem all of the Company's Structure facilities and

equipment remaining in the Public Rights-of-Way abandoned and, at the City's sole but reasonable discretion, (i) take possession of and title to such property; and/or (ii) take any and all legal action necessary to compel Company to remove such property.

Within six (6) months following termination or expiration of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal of the Structure. If Company has not restored all such property within this time, the City, at the City's sole but reasonable discretion, may perform or have performed any necessary restoration work, in which case Company shall, within 10 days following receipt of an itemized invoice, reimburse the City for any and all costs incurred in performing or having performed such restoration work.

7. **Indemnification and Insurance.**

7.1 **Disclaimer of Liability. EXCEPT TO THE EXTENT PROVIDED BY THE TEXAS TORT CLAIMS ACT, THE CITY SHALL NOT AT ANY TIME BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE WHATSOEVER THAT ARISES OUT OF THE ATTACHEMENT, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION, CONDITION OR DISMANTLING OF THE STRUCTURE.**

7.2 Indemnification. Company shall provide to the City the indemnification set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended. Company further releases and indemnifies the City from and

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against any and all liability, cost and expense, including attorney's fees for loss of or damage to the City's property and for injury to or death of Persons (including, but not limited to, the property and employees of each of the parties hereto) arising or resulting from a breach of this Agreement by Company, whether or not caused or contributed to by any act or omission, negligence or otherwise, of any employee or agent of City.

7.3 **Assumption of Risk**. **COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, AGENTS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CITY–CONTROLLED PROPERTY OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC RIGHTS-OF-WAY. IN ADDITION, COMPANY HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE CITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES INCURRED OR ASSERTED BY COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, AND ARISING FROM THE ATTACHMENT, INSTALLATION, OPERATION, MAINTENANCE, CONDITION, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE.**

7.4 Insurance. Company shall comply with the insurance requirements set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended.

8. **Termination.** This Agreement shall terminate:

A. at the end of the term provided for in Section 3 above;

B. upon abandonment of the Public Rights-of-Way or discontinuance of use thereof;

C. upon failure of Company to correct any default under this Agreement after expiration of the applicable cure period as set out in Section 9 and 10 below.

9. **Defaults**.

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an "Event of Default" under this Agreement:

9.1 Failure to Pay Right-of-Way Use Fees. An Event of Default shall occur if Company fails to pay any Right-of-Way Use Fee on or before the respective due date.

9.2 Breach. An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations, or warranties set forth in this Agreement or fails to perform any duty or obligation required by this Agreement.

9.3 Violations of the Law. An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City; provided, however, that no Event of Default shall be deemed to occur or exist during the pendency of any legal action which the City or Company may initiate against the other under or in connection with such law, ordinance, rule or regulation.

10. **Uncured Defaults and Remedies**.

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10.1 Notice of Default and Opportunity to Cure. If an Event of Default occurs, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from the date it receives written notice from the City to cure the Event of Default. For any other Event of Default, Company shall have sixty (60) calendar days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an "Uncured Default" and the City immediately may exercise the remedies provided in Section 10.2.

10.2 Remedies for Uncured Defaults. Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative and without limitation to any other rights or remedies the City may have:

10.2.1 Termination of Agreement. Upon the occurrence of an Uncured Default, the City may terminate this Agreement immediately upon written notice to Company. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have not further force or effect. Company shall remain obligated to pay, and the City shall retain any, Right-of-Way Use Fees and any other payments due up

to the date of termination. In this event, Company shall comply with the provisions of Section 6.1 of this Agreement. The City's right to terminate this Agreement under this Section does not and shall not be construed to constitute any limitation on the City's right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement.

10.2.2. Legal Action Against Company. Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity for injunctive relief or specific performance of any of the provisions of this Agreement that, as a matter of equity, are specifically enforceable.

11. **Assignment of Agreement.**

The rights granted by this Agreement inure to the benefit of Company. Except to an Affiliate of the Company, Company shall not (i) assign, transfer, sell, or otherwise convey any of its rights, privileges, duties or interests as granted to Company by this Agreement; or (ii) lease to any Person or allow use by any Person other than Company all or any portion of its Structure unless (i) Company first notifies the City in writing; (ii) Company obtains the City's advance written consent, which consent shall not unreasonably be withheld; and (iii) such Person enters into a written agreement with the City relating to that Person's use of the Public Rights-of-Way, including terms for any compensation that the City may charge for such use. In the event Company assigns or transfers the Agreement to an Affiliate of Company, Company shall provide City with written notice thereof.

12. **Notices**.

12.1 All notices that shall or may be given pursuant to this Agreement shall be in writing and delivered or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile transmission, if a hard copy of the same is followed by delivery through the U.S. Mail or by overnight delivery service as just described, addressed as follows:

If to the City:

City of Plano
Attn: Customer Utility Services
P.O. Box 861991
1520 Avenue K, Suite 120
Plano, TX 75086-1991
Fax Number (972) 461-9331

With a copy to:
City of Plano
Attn: City Attorney
P.O. Box 860358
1520 Avenue K, Suite 340
Plano, TX 75086-0358
Fax Number (972) 424-0099

If to Company:
St. Elizabeth Ann Seton Parish
Attn: Rev. Monsignor Henry V. Petter
2701 Piedra Drive
Plano, TX 75023
Fax Number 972-985-7573

12.2 Date of Notices; Changing Notice Address. Notices shall be deemed given three (3) days after deposit in the mail; or the next day in the case of facsimile, or overnight delivery. Either party may from time to time designate any other

address for this purpose by written notice to the other party delivered in the manner set forth above.

13. **No Waiver**.

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

14. **Miscellaneous Provisions**.

14.1 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.2 Severability of Provisions. If any one or more of the Provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provision(s) of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.

14.3 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for the trial of such action shall be vested exclusively in the state courts of Texas, County of Collin, or in the United States District Court for the Eastern District of Texas.

14.4 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold consent.

14.5 Waiver of Breach. The waiver by either party of any breach or violation of any Provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Agreement.

14.6 Representations and Warranties. Each of the parties to this Agreement represent and warrant that at the time of signing of this Agreement it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

14.7 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

14.8 No Third Party Beneficiaries. This Agreement is for the benefit of Company, any transferee or assignee in accordance with the provisions contained herein, and the City, and not for the benefit of any third party. No Provision of this Agreement shall be construed as creating any third party beneficiaries.

14.9 Force Majeure. City and Company shall not be required to perform any covenant or obligation in this Agreement, nor be liable to the other in damages, so long as the cause of such failure to perform, or delay in performance, is caused or prevented by an act of God or force majeure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

LICENSOR:
CITY OF PLANO, TEXAS,
A Home Rule Municipal Corporation

By Authority of Resolution
No._____

By: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

_____
Diane Wetherbee, CITY ATTORNEY

LICENSEE:
ST. ELIZABETH ANN SETON PARISH

_____
By: Rev. Monsignor Henry V. Petter
Title: Pastor

ATTEST:

_____

_____

DATE

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ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 200__, by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO**, **TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

_____
Notary Public in and for the State of Texas

STATE OF _____ §
§
COUNTY OF _____§

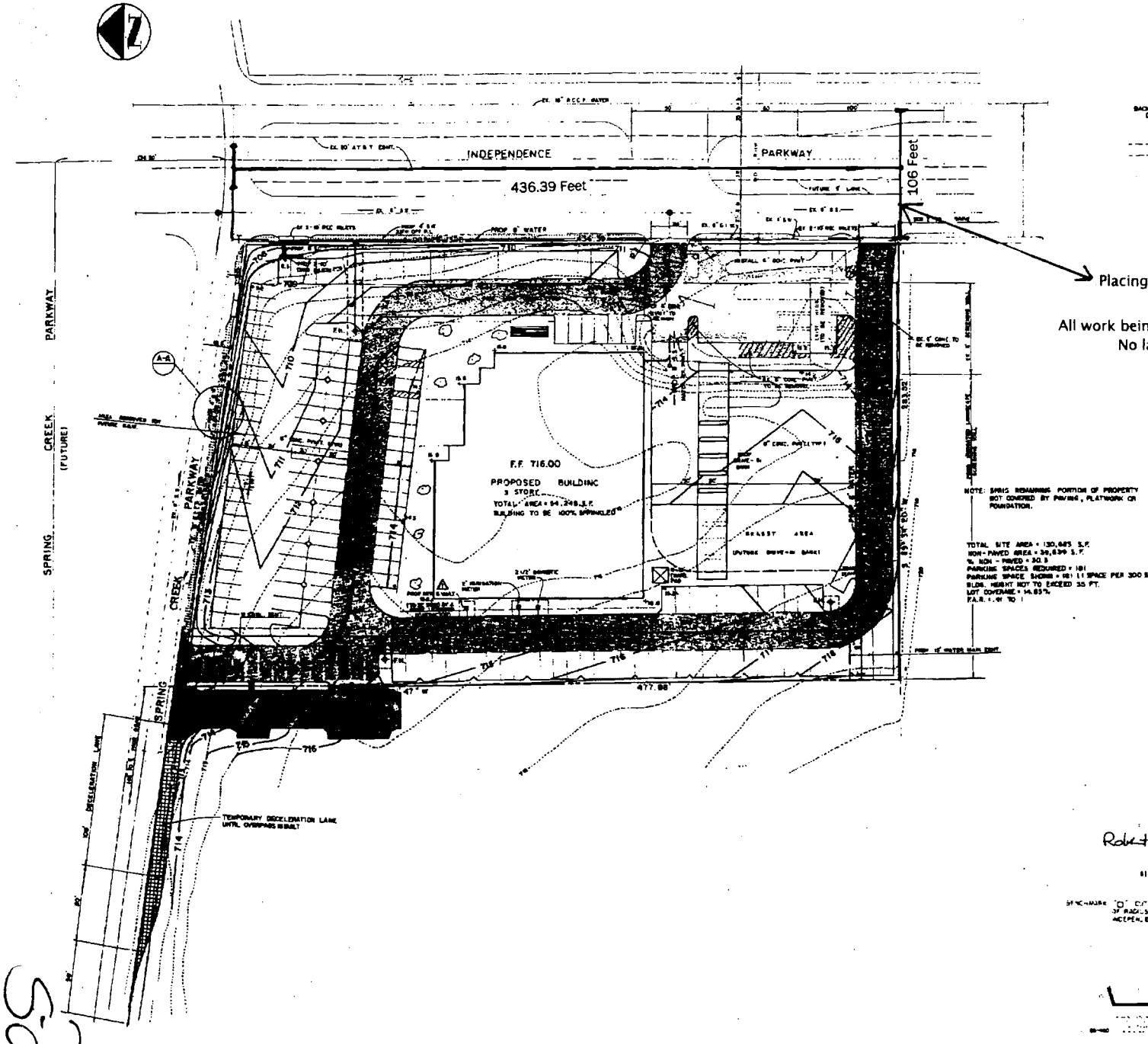
This instrument was acknowledged before me on the ____ day of _____, 200__, by Terry Wooliscroft of **St. Elizabeth Seton,** a Texas Religious Organization under 501(C)(3), on behalf of said company.

_____
Notary Public in and for
The State of _____

Exhibit "A"

Site Features Map

Exhibit "A"



Verified 10-14-96 SRK

AS-BUILT INFORMATION PROVIDED BY BM TRI-DAL, INC. Robert Wright 9-29-96

Robert J. Wright

11-26-85

BENCHMARK "D" CUT IN TOP OF CONC. CENTER OF RADIUS, 4" S.E. CORNER OF INDEPENDENCE & SPRING CREEK. ELEV 703.75

AS-BUILT DRAWING

1. 9-29-96 AS-BUILT
2. 11-26-85 ISSUED FOR CONSTRUCTION
3. 10-25-85 ISSUED FOR CITY REVIEW
4. 10-11-85 ISSUED FOR CITY REVIEW
5. 9-25-85 ISSUED FOR CLIENT REVIEW

SITE PLAN (1)

INDEPENDENCE BANK ADDITION I

CITY OF PLANO, TEXAS

DRAWN	DESIGN	DATE	SCALE	NOTES	FILE	NUMBER
RWLE	RWLE	9-25-85	1"=30'			

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☒ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Customer and Utility Services		Initials	Date
Department Head	Mark Israelsen	Executive Director		1-16-09
Dept Signature:		City Manager		1/16/08
Agenda Coordinator (include phone #):	**Nancy Rodriguez X7510**			

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

CAPTION

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ("CITY") APPROVING A SETTLEMENT AGREEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "THE COMPANY") REGARDING THE COMPANY'S STATEMENT OF INTENT TO CHANGE GAS RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL; 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	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

The purpose of this Ordinance is to endorse the Settlement Agreement between ACSC and Atmos Energy regarding the Company's Statement of Intent to increase rates and to approve tariffs that implement the terms of the settlement Agreement.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Cover Memorandum	

REV 08/98

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Memorandum

TO: Plano City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark Israelson, Director Customer and Utility Services

DATE: January 28, 2008

RE: Atmos Energy Settlement Agreement

The City of Plano, along with 150 other cities served by Atmos Energy Mid-Tex Division ("Atmos" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). Since October, ACSC members have worked diligently with Atmos representatives to explore options to address Atmos' latest request to increase rates by $52 million and to resolve other outstanding issues. The ordinance and tariffs (Attachment B to the Ordinance) reflect the agreement reached between ACSC and Atmos Mid-Tex to reduce Atmos' requested increase by more than 80 percent and ensure that the Company is able to provide safe and reliable natural gas service. The Settlement Agreement (Attachment A to the Ordinance) also provides rate certainty for customers by resolving outstanding appeals, creates a new process for expedited rate review by the cities, eliminates piecemeal ratemaking, reimburses ACSC for rate case expenses associated with the GRIP surcharge cases, and avoids the necessity of costly litigation. The ACSC Executive Committee recommends that ACSC members approve the Settlement Agreement.

Purpose of the Ordinance:

The purpose of the Ordinance is to endorse the Settlement Agreement between ACSC and Atmos regarding the Company's Statement of Intent to increase rates and to approve tariffs that implement the terms of the Settlement Agreement.

Approval of the Ordinance will result in a $10 million increase in Atmos' revenues. This is an 80 percent reduction of the $52 million increase requested by Atmos in its Statement of Intent. In addition, the tariffs approved by the Ordinance will replace the current piecemeal ratemaking GRIP surcharge system with an expedited rate review process that ensures that cities can review all components of future Company rate change requests. The Settlement Agreement also resolves all outstanding issues between ACSC and Atmos, including six appeals currently pending in Texas courts.

Procedural History and Background on Atmos Rate Increases Since 2004:

On September 20, 2007, Atmos filed with the City the Company's Statement of Intent to increase natural gas rates system-wide by approximately $52 million. The City suspended the October 25th Effective Date to work with other ACSC members to analyze the schedules and evidence offered by Atmos to support its request to increase rates. In order to facilitate approval of this Ordinance and the attached tariffs, Atmos Mid-Tex has agreed to extend the deadline for final city action until March 1, 2008.

Atmos' rate request represents the seventh increase in natural gas rates for customers in the Atmos Mid-Tex service area since 2004. Four rate increases are the result of Gas Reliability Infrastructure Program (GRIP) surcharges enacted pursuant to the Texas Utilities Code § 104.301. A primary complaint of cities around the state regarding GRIP filings is that it is piecemeal ratemaking and only looks at changes in the utility's invested capital, rather than a more comprehensive review of all components affecting rates charged. Cities thus far have been unsuccessful in defeating GRIP at the Legislature and in court.

In addition to the four GRIP surcharges, base rates charged to customers served by Atmos Mid-Tex have increased as the result of two system-wide cost of service rate filings since 2004. The Company's current request to increase base rates would be the third system-wide cost of service increase for customers in Atmos Mid-Tex's service area since 2004.

In the most recent cost of service rate request, GUD No. 9670, the Railroad Commission of Texas ("RRC" or "Commission") issued an order in March, 2007, approving new system-wide rates for customers of Atmos Mid-Tex. Residential customers were impacted disproportionally by the Commission's final order, with residential rates increasing by $10 million annually, despite an overall system-wide rate increase of $5 million.

System-wide rates charged to residential customers in the Atmos Mid-Tex region were also increased by several million dollars in 2004 in GUD No. 9400. In GUD Nos. 9400 and 9670, the hearings examiners that heard the testimony and evaluated the evidence recommended that rates be reduced for customers. However, in both cases, the Railroad Commission reversed key decisions of its own hearings examiners, ultimately issuing final orders that approved rate increases instead of the recommended rate reductions.

Reasons Justifying Settlement:

During the time that the City has retained original jurisdiction in this case, consultants working on behalf of ACSC members have investigated the support for the Company's requested rate increase. While the evidence does not support the $52 million increase requested by the Company, ACSC consultants agree that the Company can justify an increase in revenues of at least $8 million and that there is a reasonably high probability that the RRC would award an increase of at least $10 million.

A contested case proceeding before the RRC on the Company's current application will take several months and cost ratepayers millions of dollars in rate case expenses and would not likely produce a request more favorable than that to be produced by the settlement. The ACSC Executive Committee recommends that ACSC members take action to approve the Settlement Agreement. This Settlement Agreement achieves several desirable outcomes, including:

- Reverses rate design decisions that unfairly impact residential ratepayers
- Does away with piecemeal ratemaking problems inherent to the GRIP surcharge process
- Eliminates exposure to potential court reversal of the multi-million dollar Poly-1 Pipe disallowance (Atmos' issue on appeal in Docket No. 9400)
- Avoids uncertainty and potential negative consequences of Railroad Commission rate review (in the two most recent rate cases affecting Atmos Mid-Tex customers, the Commission has reversed rate reductions recommended by its own hearings examiners in favor of rate increases)

- Implements an expedited rate review process that includes the cities and allows review of all aspects of Atmos' cost of service

- Requires Atmos to reimburse ACSC for more than $500,000 paid to litigate GRIP surcharge cases

- Protects ACSC members and their citizens from the remote possibility that a litigated outcome or settlement with other parties produces a result more favorable than the ordinance passed by ACSC members by including a Most Favored Nations provision in the Settlement Agreement.

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph approves all findings in the ordinance.

2. This section adopts the Settlement Agreement in all respects and finds it to be just, reasonable and in the public interest.

3. This section adopts the attached Tariffs in all respects and finds the rates set pursuant to the attached Tariffs to be just, reasonable and in the public interest. Note that only new tariffs or existing tariffs that are being revised are attached to the Ordinance. Existing tariffs that are not being changed in any way are not attached to the Ordinance.

4. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.

5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.

7. This section is a "Most Favored Nations" clause, which protects the City by mandating that if a Final Order or subsequent settlement agreement approved in any proceeding addressing the issues raised in Atmos' Statement of Intent filing result in rates, revenues, terms and conditions, or benefits that would be more beneficial to the ACSC Cities than the terms of this Settlement Agreement, the City may, at its option, implement and benefit from such more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the ACSC Cities. However, the section makes it clear that application of the Most Favored Nations provision does not affect the approval of the Rider RRM, Rider CEE, Rider GCR and the Rider WNA, which shall continue according to their terms.

8. This section provides for an effective date upon passage.

9. This paragraph directs that a copy of the signed resolution be sent to a representative of the Company and legal counsel for ACSC.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ("CITY") APPROVING A SETTLEMENT AGREEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "THE COMPANY") REGARDING THE COMPANY'S STATEMENT OF INTENT TO CHANGE GAS RATES IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "the Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, on or about September 20, 2007, Atmos Mid-Tex, pursuant to Gas Utility Regulatory Act § 104.102 filed with the City a Statement of Intent to increase system-wide gas rates by approximately $52 million, such increase to be effective in all municipalities exercising original jurisdiction within its Mid-Tex Division service area effective on October 25, 2007; and

WHEREAS, the City took action to suspend the October 25, 2007 Effective Date and to coordinate a response to Atmos' filing with more than 150 other similarly situated municipalities through the Atmos Cities Steering Committee ("ACSC") (such participating cities are referred to herein as "ACSC Cities"); and

WHEREAS, Atmos has agreed to extend the October 25, 2007, Effective Date such that the City's jurisdiction over this matter ends March 1, 2008; and

WHEREAS, the Railroad Commission of Texas ("RRC" or the "Commission") in GUD No. 9670, issued an Order approving new system-wide rates for customers of Atmos Energy's Mid-Tex Division in March 2007, which increased residential base rates by approximately $10 million annually; and

WHEREAS, ACSC and Atmos have each appealed the RRC's decision in Atmos' most recent system-wide rate increase as well as the decision rendered in GUD No. 9400 to the Travis County District Court; and

WHEREAS, Atmos and ACSC have been in continuing disagreement, dispute, and litigation over the application of Section 104.301 of the Texas Utilities Code and the resulting rate increases ("GRIP surcharges") established by the RRC; and

WHEREAS, Atmos filed its application for its fourth GRIP surcharge in four years on May 31, 2007, seeking to increase the rates of all customers by approximately $12 million annually; and

WHEREAS, the ACSC Cities desire to avoid the litigation expense that would result from another lengthy contested rate case proceeding before the RRC as well as the prosecution of the appeals in various courts of the GRIP surcharges and the two previous system-wide rate decisions; and

WHEREAS, ACSC desires to recoup certain costs it previously incurred in connection with GRIP-related proceedings (costs which Atmos contends are not reimbursable rate case expenses under the Texas Utilities Code), as well as costs incurred in connection with this proceeding; and

WHEREAS, on October 18, 2007, more than 60 ACSC members met in Arlington with officers and executives of Atmos to discuss various issues, including rate making, resulting in a mutual pledge to work toward settlement; and

WHEREAS, ACSC members designated a Settlement Committee made up of ACSC representatives to work with ACSC attorneys and consultants to formulate and review reasonable settlement positions to resolve outstanding matters with Atmos, including the pending rate increase request; and

WHEREAS, the Settlement Committee and lawyers representing ACSC met several times with the Company to negotiate a Settlement Agreement resolving the issues raised in the Company's Statement of Intent filing as well as all outstanding appeals of the two prior rate cases and various GRIP filings; and

WHEREAS, the Settlement Committee, as well as ACSC lawyers and consultants believe existing rates are unreasonable and should be changed; and

WHEREAS, the ACSC Executive Committee recommends ACSC members approve the negotiated Settlement Agreement and attached tariffs; and

WHEREAS, the attached tariffs provide for an expedited rate review process as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, the expedited rate review process as provided by the Rate Review Mechanism Tariff eliminates piecemeal ratemaking, the ACSC's major objection to the current GRIP process; and

WHEREAS, the attached tariffs implementing new rates are consistent with the Settlement Agreement and are just, reasonable, and in the public interest; and

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WHEREAS, it is the intention of the parties that ACSC Cities receive the benefit of any Settlement Agreement that Atmos enters into with other entities arising out of its Statement of Intent or any associated appeals of a decision entered by the Railroad Commission regarding the Company's request to increase rates; and

WHEREAS, the Settlement Agreement as a whole is in the public interest.

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds that the Settlement Agreement, **which is attached hereto and incorporated herein as Attachment A,** is in the public interest and is hereby endorsed in all respects.

Section 3. That existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs, **which are attached hereto and incorporated herein as Attachment B,** are just and reasonable and are hereby adopted.

Section 4. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That if ACSC Cities determine any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent Settlement Agreement approved in any proceeding addressing the issues raised in Atmos' Statement of Intent would be more beneficial to the ACSC Cities than the terms of the attached Settlement Agreement, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the ACSC Cities. However, approval of the attached Rider RRM, Rider CEE, Rider GCR and the Rider WNA shall not be affected by the application of the provisions contained in this section, it being the understanding and the intent of the parties hereto that such tariffs shall continue according to their terms.

Section 8. That this Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective for customer bills delivered on or after March 1, 2008.

Section 9. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Joe T. Christian, Director of Rates, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Blevins Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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DULY PASSED AND APPROVED this _____ day of _____, 2008.

_____
PAT EVANS, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee
Diane C. Wetherbee, CITY ATTORNEY

ATTACHMENT A

STATEMENT OF INTENT FILED BY ATMOS ENERGY, CORP., MID-TEX DIVISION ON SEPTEMBER 20, 2007

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between Atmos Energy Corp.("Atmos" or "the Company") and the Atmos Cities Steering Committee ("ACSC"), whose members include the Cities of Abilene, Addison, Allen, Alvarado, Angus, Anna, Argyle, Arlington, Bedford, Bellmead, Benbrook, Beverly Hills, Blue Ridge, Bowie, Boyd, Bridgeport, Brownwood, Buffalo, Burkburnett, Burleson, Caddo Mills, Carrollton, Cedar Hill, Celeste, Celina, Cisco, Cleburne, Clyde, College Station, Colleyville, Colorado City, Comanche, Coolidge, Coppell, Corinth, Corral City, Crandall, Crowley, Dalworthington Gardens, Denison, DeSoto, Duncanville, Eastland, Edgecliff Village, Emory, Ennis, Euless, Everman, Fairview, Farmers Branch, Farmersville, Fate, Flower Mound, Forest Hill, Fort Worth, Frisco, Frost, Gainesville, Garland, Garrett, Grand Prairie, Grapevine, Haltom City, Harker Heights, Haskell, Haslet, Heath, Hewitt, Highland Park, Highland Village, Honey Grove, Hurst, Iowa Park, Irving, Justin, Kaufman, Keene, Keller, Kemp, Kennedale, Kerrville, Killeen, Krum, Lakeside, Lake Worth, Lancaster, Lewisville, Lincoln Park, Little Elm, Malakoff, Mansfield, McKinney, Melissa, Mesquite, Midlothian, Murphy, Newark, Nocona, North Richland Hills, Northlake, Oak Leaf, Ovilla, Palestine, Pantego, Paris, Parker, Pecan Hill, Plano, Ponder, Pottsboro, Prosper, Putnam, Quitman, Red Oak, Reno (Parker County), Richardson, Richland Hills, Roanoke, Robinson, Rockwall, Roscoe, Rowlett, Sachse, Saginaw, Seagoville, Sherman, Snyder, Southlake, Springtown, Stamford, Stephenville, Sulphur Springs, Sweetwater, Temple, Terrell, The Colony, Throckmorton, Tyler, University Park, Venus, Vernon, Waco, Watauga, Waxahachie, Westlake, Westworth Village, Whitesboro, White Settlement, Wichita Falls, Woodway, and Wylie (collectively "ACSC Cities").

WHEREAS, the Settlement Agreement resolves all issues relating to the Atmos Energy Corp., Mid-Tex Division Statement of Intent filed with the ACSC Cities on September 20, 2007, in a manner that Atmos and ACSC ("the Signatories") believe is consistent with the public interest, and the Signatories represent diverse interests;

WHEREAS, the Signatories believe that a fully contested hearing in the case would be time-consuming and entail substantial additional expense for all parties and that the public interest will be served by adoption of an ordinance consistent with the Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to and recommend for approval by the ACSC Cities the following Settlement Terms as a means of fully resolving all issues raised in the September 20, 2007 Statement of Intent filed by Atmos on behalf of its Mid-Tex division:

Settlement Terms

1. Atmos and the ACSC Cities agree to the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. Said tariffs should allow Atmos an additional $10 million in annual revenue by implementation of rates shown in

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the proof of revenues attached as Exhibit B. Atmos and the ACSC Cities further agree that the rates, terms, and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Texas Utilities Code. The gas rates, terms and conditions established by this Settlement Agreement shall be effective for bills rendered on or after March 1, 2008.

2. The net plant amounts shown in the attached Exhibit B are reasonable for the plant that is used and useful in providing gas utility service.

3. Included as part of Exhibit A is a Rate Review Mechanism ("Rider RRM") that provides for an annual rate adjustment to reflect changes in billing determinants, operating and maintenance expense, depreciation expense, other taxes expense, and revenues as well as changes in capital investment and associated changes in gross revenue related taxes. Atmos agrees that effective with the implementation of the first RRM rate adjustment, Atmos shall file with the ACSC Cities a revised Rate R-Residential Sales Tariff to reduce the customer charge per bill from $10.69 per month to $7.00 per month and to increase the volumetric portion of the rate (shown as $1.271 in Exhibit A) to the appropriate level to reflect reduction in customer charge from $10.69 to $7.00, as well as to reflect any change resulting from the RRM implementation. The first RRM rate adjustment is expected to occur October 1, 2008. Atmos and the ACSC Cities agree that following the initial RRM adjustment any subsequent implementation of RRM adjustments shall be supported as described in the Rider RRM, and shall limit changes to residential and commercial customer charge to no more than 20%. Further, the parties agree that any approved adjustment in excess of the 20% limitation on the residential and commercial customer charge shall be recovered through the volumetric portion of the rate.

4. With respect to the RRM, Atmos and the ACSC Cities agree that the rate increase limitations set forth in Rider RRM under Calculation of Rate Adjustment, subpart (c) shall not preclude Atmos from recovering any excluded costs during a subsequent Evaluation Period in which the 5% limitation for O&M expenses or net plant investment, respectively, is not reached or in a subsequent Statement of Intent case. To the extent that Atmos seeks to recover any excluded costs during a subsequent Evaluation Period in which the 5% limitation for O&M expenses or net plant investment, respectively, is not reached or in a subsequent Statement of Intent case, Atmos shall identify these costs as a specific line item in the schedule accompanying the RRM rate adjustment filing.

5. With respect to the RRM, Atmos further agrees to pay all reasonable and necessary expenses of each entity having original jurisdiction that are incurred to review the Company's annual RRM filings. Atmos further agrees that in calculating the proposed rate for any Rate Effective Period, the Company shall not include: (1) any external legal, expert, or consultant costs to prepare and/or provide supportive information related to its filing; or (2) reimbursements to original jurisdiction entities.

6. Notwithstanding paragraph 5 of this Settlement Agreement, Atmos and ACSC agree that in the event of an appeal of an original jurisdiction entity's decision regarding a proposed RRM adjustment, recovery of rate case expenses shall be determined according to Chapters 103 and 104, TEX. UTIL. CODE ANN. Further, in the event of such appeal(s),

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Atmos shall recover any reimbursement made to the original jurisdiction entity through a surcharge to customer rates whether such reimbursements are made during the initial review period or appeal period.

7. Atmos agrees that it will make no filings on behalf of its Mid-Tex division under the provisions of TEX. UTIL. CODE ANN. § 104.301 while the Rider RRM is in place, and any such filings pending at the time the RRM is approved will be trued-up for revenue and rate base components prior to implementation of the annual RRM. In the event that a regulatory authority fails to act or enters an adverse decision regarding the proposed annual RRM adjustment, the Railroad Commission of Texas shall, pursuant to the provisions of the Texas Utilities Code, have exclusive appellate jurisdiction to review the action or inaction of the regulatory authority exercising exclusive original jurisdiction over the RRM request. In addition, the Signatories agree that this Settlement Agreement shall not be construed as a waiver of the ACSC Cities' right to initiate a show cause proceeding or the Company's right to file a Statement of Intent under the provisions of the Texas Utilities Code.

8. Atmos and the ACSC Cities commit that during the Initial Implementation Period, as defined in the RRM tariff, Atmos and the ACSC Cities will not devote resources or efforts to advocate statutory changes involving rate stabilization mechanisms or the Gas Reliability Infrastructure Plan that is currently codified under TEX. UTIL. CODE §104.301.

9. Atmos and the ACSC Cities agree that the gas cost portion of uncollectible expense shall be recovered through the Company's Rider GCR rather than through base rates. The change in accounting for the gas cost portion of uncollectible expense (including both the accrual of expense and write-off of accounts) shall become effective with the implementation of the first RRM rate adjustment. The first RRM rate adjustment is expected to occur October 1, 2008. In calculating the rate for the first Rate Effective Period, the Company shall utilize the same methodology as used in the Company's September 20, 2007 Statement of Intent with the only modification being to exclude the effects of the gas cost portion of uncollectible expense from the base rate calculation.

10. Atmos and the ACSC Cities further agree that expense associated with lost and unaccountable gas shall, based on an annual period, be recoverable through the Company's Rider GCR up to a maximum of five (5) percent of the quantity of metered gas, as provided under Commission Rule 7.5525, Lost and Unaccounted for Gas. Such change shall be effective with the complete 12 month reporting period ending June 30, 2008.

11. Included as part of Exhibit A to this Settlement Agreement is a new gas conservation program tariff (Rider CEE) that will be effective October 1, 2008. Atmos and the ACSC Cities agree that Atmos will fund $1 million of the allowable expenses incurred annually, with a customer rate component providing the remainder $1 million of funding. All customer-supplied funds will, prior to the commencement of the program, be used toward program implementation efforts and, upon implementation, be applied directly to the gas conservation materials and supplies.

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12. Atmos and the ACSC Cities agree that the Company's requested revision of its weather normalization adjustment ("WNA") mechanism is appropriate, as modified by ACSC, and should be approved as set forth in Exhibit A to this Settlement Agreement. Specifically, the revision excludes non-weather sensitive commercial customers and modifies the WNA mechanism to calculate the WNA adjustment based on weather stations at a regional level rather than under the current practice of associating all customers with a single weather location for purposes of determining the WNA adjustment.

13. Atmos and the ACSC Cities agree that the three-year gas cost review process that is currently in effect for the Mid-Tex division should be eliminated. Atmos and the ACSC Cities further agree to collaborate to establish an alternate process wherein the prudence of gas costs recovered through the Rider GCR can be addressed. Until an agreed upon replacement mechanism has been established, the current gas cost review process shall remain in effect, unless changed by order of the Commission.

14. It is the intention of the Signatories that the ACSC Cities receive the benefit of any settlement agreement that Atmos enters into with other entities arising out of GUD No. 9672 (consolidated cases) or any associated appeals of GUD No. 9672. Therefore, Atmos agrees that if the rates, revenues, terms and conditions, or benefits accruing to the settling entity would be more beneficial to the ACSC Cities than the terms of this Settlement Agreement, as determined by the ACSC Cities, such more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the ACSC Cities. Similarly, if the Final Order in GUD No. 9672 or orders resulting from any associated appeals are determined by the ACSC Cities to result in rates, revenues, terms and conditions, or benefits that are more beneficial than the terms or this Settlement Agreement, such more favorable terms, revenues, terms and conditions shall additionally accrue to the ACSC Cities. However, the Signatories agree that the approval of the Rider RRM, the Rider WNA, the Rider CEE, and the Rider GCR, as shown in Exhibit A hereto, shall not be affected by the application of the "most favored nations" provisions contained in this paragraph, it being the understanding and the intent of the Signatories hereto that such tariffs shall continue in effectiveness according to their terms. The Signatories further agree that the agreement reflected in paragraph 10 of this Settlement Agreement shall not be affected by the application of the "most favored nations" provisions contained in this paragraph.

15. Atmos agrees to reimburse the ACSC Cities previously incurred rate case expenses within 30 days of the date the last ACSC City ordinance approving this Settlement Agreement is entered, and any additional rate case expenses incurred through the date of the entry of the last ACSC City ordinance, within 30 days of receipt of invoices.

16. Atmos agrees to reimburse the ACSC Cities for expenses associated with all 2003, 2004, 2005, and 2006 GRIP filings and related court appeals up to $567,213 within 30 days of the date the last ACSC City ordinance approving this Settlement Agreement is entered.

17. Atmos and the ACSC Cities further agree that all expenses reimbursed pursuant to paragraphs 15 and 16 of this Settlement Agreement, as well as all reasonable rate case

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expenses directly incurred by Atmos in connection with the September 20, 2007 Statement of Intent filed on behalf of its Mid-Tex Division through February 29, 2008, shall be recoverable through a surcharge to customer rates within the ACSC Cities. With respect to the rate case expenses directly incurred by Atmos, the amount to be recovered through the surcharge to customers within the ACSC Cities shall be determined on a pro rata basis, consistent with the ACSC Cities' percentage of total Mid-Tex residential load (52%). The surcharge shall be recovered over a twelve month period beginning in April of 2008.

18. Within 30 days of the date the last ACSC City ordinance approving this Settlement Agreement is entered, Atmos and the ACSC Cities agree to file a Notice of Non-Suit or Motion to Dismiss, whichever is applicable, in the following proceedings:

Cause No. D-1-GN-06-000337 (Consolidated), *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas. This case includes the following cases:

a. Cause No. D-1-GN-06-000333; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

b. Cause No. D-1-GN-06-000334; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

c. Cause No. D-1-GN-06-000335; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

d. Cause No. D-1-GN-06-000336; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

e. Cause No. D-1-GN-06-000332; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

f. Cause No. D-1-GN-05-002182; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

g. Cause No. D-1-GN-06-004206; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

Cause No. D-1-GN-06-001612; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

Cause No. D-1-GN-06-001852; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

Cause No. D-1-GV-06-000603; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

Cause No. D-1-GV-06-000605; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

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Cause No. D-1-GN-06-004518; *Atmos Cities Steering Committee v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

Cause Number: 03-06-00580-CV; *Atmos Energy Corporation, as successor by merger to TXU Gas Company, Allied Coalition of Cities, and City of Dallas v. Railroad Commission of Texas*; In the Third District Court of Appeals at Austin, Texas.

Cause No. D-1-GN-07-002871, *Atmos Cities Steering Committee v. Railroad Commission of Texas*, In the 53rd District Court, Travis County, Texas.

Cause No. D-1-GN-07-002796, *Atmos Energy Corporation v. Railroad Commission of Texas*, In the 250th District Court, Travis County, Texas.

Cause No. GV5-00875; *Allied Coalition of Cities v. The Railroad Commission of Texas*, In the 345th District Court, Travis County, Texas.

19. Atmos and the ACSC Cities agree that Atmos may make all future filings, including, but not limited to, the annual RRM adjustment and any Statement of Intent filing with the ACSC Cities on an electronic basis, rather than by paper copy. Electronic Filings shall fulfill the requirements of TEX. UTIL. CODE §104.103. The appropriate ACSC Cities representative shall provide a list of the ACSC Cities to Atmos by March 1, 2008, and agrees to notify Atmos of any change in the ACSC Cities Coalition within 30 days of the effective date of any such change in order for Atmos to maintain adequate service records. Atmos further agrees to make paper copies of filings available to any ACSC City that requests a copy.

20. Atmos and the ACSC Cities agree that the ACSC Cities should pass ordinances approving the Settlement Agreement and establish rates and services for the ACSC Cities consistent with those set forth in Exhibit A to this Settlement Agreement.

21. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if any ACSC City enters an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal.

22. The Signatories agree that all negotiations, discussions and conferences related to the Settlement Agreement are privileged, inadmissible, and not relevant to prove any issues associated with the September 20, 2007 Statement of Intent filed by Atmos on behalf of its Mid-Tex Division pursuant to Texas law.

23. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by the ACSC Cities of an order implementing this Settlement Agreement.

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24. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and, except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.

25. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

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SETTLEMENT AGREEMENT
STATEMENT OF INTENT FILED BY ATMOS ENERGY, CORP.,
MID-TEX DIVISION ON SEPTEMBER 20, 2007 WITH THE ACSC COALITION OF CITIES

Agreed to this 9th day of January, 2008.

ATMOS ENERGY CORP., MID-TEX DIVISION

By: John A. Paris
John A. Paris
President, Mid-Tex Division

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SETTLEMENT AGREEMENT
STATEMENT OF INTENT FILED BY ATMOS ENERGY, CORP.,
MID-TEX DIVISION ON SEPTEMBER 20, 2007

Agreed to this 9th day of January, 2008.

ATTORNEY FOR ATMOS CITIES STEERING COMMITTEE, WHOSE MEMBERS INCLUDE THE CITIES OF ABILENE, ADDISON, ALLEN, ALVARADO, ANGUS, ANNA, ARGYLE, ARLINGTON, BEDFORD, BELLMEAD, BENBROOK, BEVERLY HILLS, BLUE RIDGE, BOWIE, BOYD, BRIDGEPORT, BROWNWOOD, BUFFALO, BURKBURNETT, BURLESON, CADDO MILLS, CARROLLTON, CEDAR HILL, CELESTE, CELINA, CISCO, CLEBURNE, CLYDE, COLLEGE STATION, COLLEYVILLE, COLORADO CITY, COMANCHE, COOLIDGE, COPPELL, CORINTH, CORRAL CITY, CRANDALL, CROWLEY, DALWORTHINGTON GARDENS, DENISON, DESOTO, DUNCANVILLE, EASTLAND, EDGECLIFF VILLAGE, EMORY, ENNIS, EULESS, EVERMAN, FAIRVIEW, FARMERS BRANCH, FARMERSVILLE, FATE, FLOWER MOUND, FOREST HILL, FORT WORTH, FRISCO, FROST, GAINESVILLE, GARLAND, GARRETT, GRAND PRAIRIE, GRAPEVINE, HALTOM CITY, HARKER HEIGHTS, HASKELL, HASLET, HEATH, HEWITT, HIGHLAND PARK, HIGHLAND VILLAGE, HONEY GROVE, HURST, IOWA PARK, IRVING, JUSTIN, KAUFMAN, KEENE, KELLER, KEMP, KENNEDALE, KERRVILLE, KILLEEN, KRUM, LAKESIDE, LAKE WORTH, LANCASTER, LEWISVILLE, LINCOLN PARK, LITTLE ELM, MALAKOFF, MANSFIELD, MCKINNEY, MELISSA, MESQUITE, MIDLOTHIAN, MURPHY, NEWARK, NOCONA, NORTH RICHLAND HILLS, NORTHLAKE, OAK LEAF, OVILLA, PALESTINE, PANTEGO, PARIS, PARKER, PECAN HILL, PLANO, PONDER, POTTSBORO, PROSPER, PUTNAM, QUITMAN, RED OAK, RENO (PARKER COUNTY), RICHARDSON, RICHLAND HILLS, ROANOKE, ROBINSON, ROCKWALL, ROSCOE, ROWLETT, SACHSE, SAGINAW, SEAGOVILLE, SHERMAN, SNYDER, SOUTHLAKE, SPRINGTOWN, STAMFORD, STEPHENVILLE, SULPHUR SPRINGS, SWEETWATER, TEMPLE, TERRELL, THE COLONY, THROCKMORTON, TYLER, UNIVERSITY PARK, VENUS, VERNON, WACO, WATAUGA, WAXAHACHIE, WESTLAKE, WESTWORTH VILLAGE, WHITESBORO, WHITE SETTLEMENT, WICHITA FALLS, WOODWAY, AND WYLIE.

By: Geoffrey M. Gay
Geoffrey Gay

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EXHIBIT A
TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RATE SCHEDULE:	TABLE OF CONTENTS	
APPLICABLE TO:	Entire System	REVISION DATE: February 1, 2008
EFFECTIVE DATE: February 1, 2008		PAGE: 1 OF 1

I. UTILITY OPERATIONS

II. CITIES AND COUNTIES SERVED

III. DEFINITIONS

IV. GAS SERVICE RATES & RIDERS

Rate R - Residential Sales
Rate C - Commercial Sales
Rate I - Industrial Sales
Rate T - Transportation
Rider CT – Competitive Transport
Rider GCR - Gas Cost Recovery
Rider FF - Franchise Fee Adjustment
Rider SUR – Surcharges
Rate LEP – Line Extension Policy
Rate M - Miscellaneous Charges
Rider RA - Retention Adjustment
Rider TAX - Tax Adjustment
Rider WNA – Weather Normalization Adjustment
Rider RRM – Rate Review Mechanism
Rider CEE – Conservation and Energy Efficiency

V. SERVICE RULES AND REGULATIONS

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RATE SCHEDULE:	Rate R - Residential Sales	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 1 OF 1

RATE R - RESIDENTIAL SALES

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 10.69 per month
Commodity Charge – All Mcf	$1.2710 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RATE SCHEDULE:	Rate C - Commercial Sales	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 1 OF 1

RATE C - COMMERCIAL SALES

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 3,000 Mcf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 20.28 per month
Commodity Charge - All Mcf	$ 0.7104 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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EXHIBIT A

TARIFF FOR GAS SERVICE **ATMOS ENERGY CORP., MID-TEX DIVISION**

RATE SCHEDULE:	**Rate I - Industrial Sales**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **February 1, 2008**		**PAGE: 1 OF 2**

RATE I - INDUSTRIAL SALES

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 344.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.2200 per MMBtu
Next 3,500 MMBtu	$ 0.1600 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0493 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RATE SCHEDULE:	Rate I - Industrial Sales	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 2 OF 2

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

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EXHIBIT A

TARIFF FOR GAS SERVICE **ATMOS ENERGY CORP., MID-TEX DIVISION**

RATE SCHEDULE:	**Rate T – Transportation**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **February 1, 2008**		**PAGE: 1 OF 2**

RATE T - TRANSPORTATION

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 344.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.2200 per MMBtu
Next 3,500 MMBtu	$ 0.1600 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0493 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RATE SCHEDULE:	Rate T - Transportation	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 2 OF 2

Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RIDER:	Rider GCR - Gas Cost Recovery	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: October 1, 2008		PAGE: 1 OF 3

Rider GCR - Gas Cost Recovery

Applicable to Rate R, Rate C, and Rate I for all gas sales made by Company, and applicable to Rate R, Rate C, Rate I, and Rate T for recovery of Pipeline System costs. The total gas cost recovery amount due is determined by adding the gas cost calculated in Section (a) below and the pipeline cost calculated in Section (b) below.

The amount due for gas cost (Section (a)) is determined by multiplying the Gas Cost Recovery Factor (GCRF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on an Mcf basis. For Customers receiving service under Rate I, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual costs.

The amount due for pipeline cost (Section (b)) is determined by multiplying the Pipeline Cost Factor (PCF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on an Mcf basis. For Customers receiving service under Rate I and Rate T, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual costs.

(a) Gas Cost

Method of Calculation

The monthly gas cost adjustment is calculated by the application of a Gas Cost Recovery Factor (GCRF), as determined with the following formula:

GCRF = Estimated Gas Cost Factor (EGCF) + Reconciliation Factor (RF) + Taxes (TXS) + Adjustments (ADJ)

EGCF = Estimated cost of gas, including lost and unaccounted for gas attributed to residential, commercial, and industrial sales, and any reconciliation balance of unrecovered gas costs, divided by the estimated total residential, commercial, and industrial sales.

RF = Calculated by dividing the difference between the Actual Gas Cost Incurred, inclusive of interest, over the preceding twelve-month period ended June 30 and the Actual Gas Cost Billed over that same twelve-month period by the estimated total residential, commercial, and industrial sales for the succeeding October through June billing months.

Actual Gas Cost Incurred = The sum of the costs booked in Atmos Energy Corp., Mid-Tex Division account numbers 800 through 813 and 858 of the NARUC Uniform System of Accounts, including the net impact of injecting and withdrawing gas from storage. Also includes a credit or debit for any out-of-period adjustments or unusual or nonrecurring costs typically considered gas costs and a credit for amounts received as Imbalance Fees or Curtailment Overpull Fees.

Actual Gas Cost Billed = EGCF multiplied by the monthly volumes billed to Residential, Commercial and Industrial Sales customers, less the total amount of gas cost determined to have been uncollectible and written off which remain unpaid for each month of the reconciliation period.

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RIDER:	Rider GCR - Gas Cost Recovery	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: October 1, 2008		PAGE: 2 OF 3

Any amount remaining in the reconciliation balance after the conclusion of the period of amortization will be maintained in the reconciliation balance and included in the collection of the next RF.
Atmos Energy shall file annual reports with the Commission, providing by month the following amounts: Gas Cost Written Off. Margin Written Off, Tax and Other Written Off, Total Written Off, Gas Cost Collected and Margin Collected.

TXS = Any statutorily imposed assessments or taxes applicable to the purchase of gas divided by the estimated total residential, commercial, and industrial sales.

ADJ = Any surcharge or refund ordered by a regulatory authority, inclusive of interest, divided by the estimated total residential, commercial, and industrial sales.

(b) Pipeline Cost

Method of Calculation

Each month, a Pipeline Cost Factor (PCF) is calculated separately for each Pipeline Cost Rate Class listed below. The formula for the PCF is:

PCF = PP / S, where:

PP = (P - A) x D, where:

P = Estimated monthly cost of pipeline service calculated pursuant to Rate CGS

D = Pipeline service allocation factor for the rate class as approved in the Company's most recent rate case, as follows:

Pipeline Cost Rate Class	Allocation Factor (D)
Rate R - Residential Service	.634783
Rate C - Commercial Service	.302805
Rate I - Industrial Service and Rate T - Transportation Service	.062412

A = Adjustment applied in the current month to correct for the difference between the actual and estimated pipeline cost revenue of the second preceding month, calculated by the formula:

A = R - (C - A2), where:

R = Actual revenue received from the application of the PP component in the second preceding month.

C = Actual pipeline costs for the second preceding month.

A2 = The adjustment (A) applied to the PP component in the second preceding month.

S = Estimated Mcf or MMBtu for the rate class for the current billing month.

The PCF is calculated to the nearest 0.0001 cent.

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RIDER:	**Rider GCR - Gas Cost Recovery**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **October 1, 2008**		**PAGE: 3 OF 3**

The Pipeline Cost to be billed is determined by multiplying the Mcf or MMBtu used by the appropriate PCF. The Pipeline Cost is determined to the nearest whole cent.

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RIDER:	Rider WNA – Weather Normalization Adjustment	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: November 1, 2008		PAGE: 1 OF 3

RIDER WNA – Weather Normalization Adjustment

Provisions for Adjustment

The base rate per Mcf (1,000,000 Btu) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, and commercial bills based on meters read during the revenue months of November through April.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Mcf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i	=	any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
$WNAF_i$	=	Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Mcf
R_i	=	base rate of temperature sensitive sales for the ith schedule or classification approved by the entity exercising original jurisdiction.
HSF_i	=	heat sensitive factor for the ith schedule or classification calculated as the slope of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification and weather station as part of the RRM filing.
NDD	=	billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
ADD	=	billing cycle actual heating degree days.
Bl_i	=	base load sales for the ith schedule or classification calculated as the y-intercept of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification

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RIDER:	Rider WNA – Weather Normalization Adjustment	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: November 1, 2008		PAGE: 2 OF 3

and weather station as part of the RRM filing.

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = \quad WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

Filings with Entities Exercising Original Jurisdiction

As part of its annual RRM filing the Company will file (a) a copy of each computation of the Weather Normalization Adjustment Factor, (b) a schedule showing the effective date of each such Weather Normalization Adjustment, (c) a schedule showing the factors of values used in calculating such Weather Normalization Adjustment and (d) a random sample and audit of thirty (30) actual customer bills, with customer information deleted, for each rate schedule or classification to which the WNA was applied in the preceding 12 month period. To the extent that source data is needed to audit the WNA application, such data will be provided by the Company as part of the annual RRM filing.

If the RRM is discontinued, as provided in the Rider RRM tariff, the information required herein to be filed with the entities exercising original jurisdiction shall be filed on March 1 of each year.

Base Use/Heat Sensitivity (HSF) Factors

	Residential		Commercial	
Weather Station	Base use Mcf	HSF Mcf/HDD	Base use Mcf	HSF Mcf/HDD
Abilene	1.14	.0131	8.11	.0631
Austin	1.31	.0136	18.05	.0669
Dallas	1.57	.0185	18.08	.0925
Waco	1.20	.0138	10.97	.0606
Wichita Falls	1.27	.0147	11.58	.0581

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RIDER:	**Rider WNA – Weather Normalization Adjustment**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **November 1, 2008**		**PAGE: 3 OF 3**

Sample $WNAF_i$ Calculation:

$$.1533 \text{ per Mcf} = 1.2267 \times \frac{(.0131 \times (30-17))}{(1.14 + (.0131 \times 17))}$$

Where

i	=	Residential Single Block Rate Schedule
R_i	=	1.2267 per MCF (Rate R - Final Order GUD No. 9670)
HSF_i	=	.0131 (Residential - Abilene Area)
NDD	=	30 HDD (Simple ten-year average of Actual HDD for Abilene Area – 9/15/06 – 10/14/06)
ADD	=	17 HDD (Actual HDD for Abilene Area – 9/15/06 – 10/14/06)
BI_i	=	1.14 Mcf (Residential - Abilene Area)

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RIDER:	Rider RRM – Rate Review Mechanism	
APPLICABLE TO:	Entire Mid-Tex Division	REVISION DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 1 of 5

RIDER RRM – RATE REVIEW MECHANISM

Purpose:

This mechanism is designed to provide annual earnings transparency. If, through the implementation of the provisions of this mechanism, it is determined that rates should be decreased or increased, then rates will be adjusted accordingly in the manner set forth herein. The rate adjustments implemented under this mechanism will reflect annual changes in the Company's cost of service and rate base. This adjustment will be authorized for an Initial Implementation Period. With the conclusion of the final rate adjustment, if any, for the Initial Implementation Period, each entity having original jurisdiction may revoke, amend, or approve Subsequent Implementation Period(s) for, the mechanism.

Definitions

a) The **Annual Evaluation Date** shall be the date the Company will make its annual filing under this mechanism. The Annual Evaluation Date shall be no later than March 1, of each year. This filing shall be effective in electronic form where practicable. The initial filing shall be made March 31, 2008.

b) **Audited Financial Data** shall mean the Company's books and records related to the Company's Mid-Tex operating area and shared services operations. Audited Financial Data shall not require the schedules and information provided under this tariff to undergo a separate financial audit by an outside auditing firm similar to the Company's annual financial audit.

c) The **Evaluation Period** is defined as the twelve month period ending December 31, of each calendar year. The initial Evaluation Period shall be calendar year 2007.

d) The **Rate Effective Period** is defined as the earlier of the twelve month period for which rates determined under this mechanism will be in effect or subsequent rates are implemented.

e) **Per Connection Basis** is defined as the average number of connections during the Evaluation Period.

f) **Initial Implementation Period** is defined as the three (3) year period commencing with the Company's filing under this mechanism for the calendar year 2007, effective October 1, 2008, and shall conclude with the implementation of rate adjustments, if any, for the third Rate Effective Period.

g) **Subsequent Implementation Period** is defined as any three (3) year period after the conclusion of the Initial Implementation Period.

h) **Final Order** is defined as the most recent order establishing the Company's latest effective rates for the area in which the mechanism is implemented, and shall include municipal rate ordinances and resolutions.

Rate Review Mechanism

The Company shall file with each regulatory authority having original jurisdiction over the Company's rates the schedules specified below for the Evaluation Period, with the filing to be made by the Annual

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RIDER:	Rider RRM – Rate Review Mechanism	
APPLICABLE TO:	Entire Mid-Tex Division	REVISION DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 2 of 5

Evaluation Date following the end of the Evaluation Period. The schedules, which will be based upon the Company's Audited Financial Data, as adjusted, and provided in the same format as Atmos' rate filing with municipalities on September 20, 2007, will include the following:

a) Company's actual gross plant in service, accumulated depreciation, accumulated deferred income taxes, inventory, working capital, and other rate base components. The ratemaking treatments, principles, findings and adjustments included in the Final Order will apply. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained where applicable. Cash working capital will be calculated using the lead/lag days approved in the Final Order.

b) The Company's depreciation expense, operating and maintenance expense, income taxes, and taxes other than income taxes. Depreciation rates will be those approved in the Final Order, or the rate most recently approved. All calculation methodologies will be those approved in the Final Order, or in the most recent order addressing the methodology. In addition, the Company shall exclude from operating and maintenance expense the type of expenses related to employee expense accounts disallowed in the GUD No. 9670 Final Order.

c) Return on Equity (ROE) shall be maintained at 9.6%.

d) Cost of debt will reflect actual cost. Capital structure will be the actual Evaluation Period ending ratio of long-term debt and equity, with percentage equity not to exceed the percentage established in the Final Order in G.U.D. No. 9670 (48.1% equity).

e) All applicable accounting and pro forma adjustments along with all supporting workpapers.

f) Pro-forma adjustments to update and annualize costs and revenue billing determinants for the Rate Effective Period.

g) Pro-forma or other adjustments required to properly account for atypical, unusual, or nonrecurring events.

h) Shared Services allocation factors may be recalculated each year based on the latest component factors, but the methodology used will be that approved in the Final Order.

Calculation of Rate Adjustment

a) The Company shall provide additional schedules indicating the following revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. These schedules shall identify the rate adjustments necessary for both a true-up of revenue for the Evaluation Period and the setting of prospective rates for the Rate Effective Period. The net result of these rate adjustments shall be reflected in the proposed new rates to be established for the Rate Effective Period. In calculating the required rate adjustments, such adjustments will be made pro-ratably to the customer charge and usage charge based upon actual revenue generated, as adjusted under the Company's approved Weather Normalization Adjustment (WNA) Rider. Provided,

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RIDER:	Rider RRM – Rate Review Mechanism	
APPLICABLE TO:	Entire Mid-Tex Division	REVISION DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 3 of 5

however, that neither the Residential nor the Commercial customer charges may increase more than 20% per year.

b) If Company's earnings during the Evaluation Period exceed 9.6% return on common equity, the Company shall calculate an adjustment to rates to refund the revenue required to achieve a return on equity of 9.6% for the Evaluation Period. If Company's earnings during the Evaluation Period are below 9.6% return on common equity, the Company shall calculate an adjustment in rates to collect the additional revenue required to increase its return on equity for the Evaluation Period to 9.6%. The Company will calculate an adjustment for the Rate Effective Period to refund or collect this difference.

c) The Company will adjust rates for the Rate Effective Period to include recovery of any known and measurable changes to operating and maintenance costs including, but not limited to, all payroll and compensation expense, all benefit expense, all pension expense, insurance costs, materials and supplies, bad debt costs, all medical expense, transportation and building and lease costs for the Rate Effective Period. Additionally, utility plant for the Rate Effective Period will be established by using the Evaluation Period ending balances, including associated changes in depreciation and amortization expense and taxes. In calculating the Company's known and measurable changes for prospective RRM adjustment purposes, the following limitations will apply, on a Per Connection Basis.

1. Operating and Maintenance expenses for the Rate Effective Period, cannot increase more than 5% per connection per year without specific identification and justification. The beginning Operation and Maintenance expense for the 2007 RRM filing (the initial filing) will be $161 million.
2. Net plant investment for the Rate Effective Period cannot increase more than 5% per connection per year without specific identification. However, in performing a cap test to verify compliance, Company shall exclude any changes in net plant investment associated with federal, state, or local mandates related to safety, compliance, or road moves.

d) The Company also shall provide a schedule demonstrating the "proof of revenues" relied upon to calculate the proposed rate for the Rate Effective Period. The proposed rates shall conform as closely as is practicable to the revenue allocation principles approved in the Final Order.

Attestation

A sworn statement shall be filed by the Company's Chief Officer in Charge of Mid-Tex Operations affirming that the filed schedules are in compliance with the provisions of this mechanism and are true and correct to the best of his/her knowledge, information and belief. No testimony shall be filed.

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RIDER:	Rider RRM – Rate Review Mechanism	
APPLICABLE TO:	Entire Mid-Tex Division	REVISION DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 4 of 5

Evaluation Procedures

The regulatory authority having original jurisdiction over the Company's rates shall have ninety (90) days to review the Company's filed schedules. The Company will be prepared to provide supplemental information as may be requested to ensure adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within ten (10) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the schedules into compliance with the above provisions.

During and following the ninety (90) day review period and a thirty (30) day response period, the Company and the regulatory authority will work collaboratively and come to agreement on, the proposed adjustments to the Company's schedule and proposed rates. Once agreement has been reached by the Company and the regulatory authority, the regulatory authority shall authorize an increase or decrease to the Company's rates so as to achieve the revenue levels indicated for both the Evaluation Period and Rate Effective Period. If, at the end of the thirty (30) day response period, the Company and the regulatory authority have not reached agreement on the proposed adjustments, the Company shall have the right to appeal the regulatory authority's action or inaction to the Railroad Commission of Texas. Upon the filing of any appeal, the Company shall have the right to implement the proposed RRM rate adjustment, subject to refund.

If approved by the entity exercising original jurisdiction, the rates established pursuant to the Rate Review Mechanism for the first Rate Effective Period shall be effective on October 1, 2008. Thereafter, rates established pursuant to the Rate Review Mechanism for subsequent Rate Effective Periods, if approved as provided herein, shall be effective on July 15 of each year.

Reconsideration and Appeal

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

Notice

Notice of the annual Rate Review Mechanism filing shall be provided to all affected customers of the Atmos Mid-Tex Division in accordance with the provisions of this section no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. Company may provide notice either by mailing or otherwise delivering the notice with its billing statements. Notice by mail shall be presumed to be complete three days after the date of deposit of the paper upon which such notice is written, enclosed in a post-paid, properly addressed wrapper, in a post office or official depository under the care of the United States Postal Service. The notice to customers shall include the following information:

a) a description of the proposed revision of rates and schedules;

b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RIDER:	Rider RRM – Rate Review Mechanism	
APPLICABLE TO:	Entire Mid-Tex Division	REVISION DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 5 of 5

c) the service area or areas in which the proposed rate adjustment would apply;

d) the date the proposed rate adjustment was filed with the regulatory authority; and

e) the Company's address, telephone number and website where information concerning the proposed rate adjustment may be obtained.

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EXHIBIT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RIDER:	Rider CEE – Conservation & Energy Efficiency	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 1 OF 1

RIDER CEE – Conservation & Energy Efficiency

Purpose

Atmos Energy Mid-Tex is proposing to institute a complete Conservation & Energy Efficiency program which will offer assistance to qualified customer segments in reducing energy consumption and lowering energy utility bills. The proposal is one where Atmos Energy shareholders will fund a percentage of the allowable expenses incurred annually, with a customer rate component providing the remainder of the funding. Following is a high-level, concept summary of the proposal. Atmos Energy Mid-Tex Division proposes to work with the communities it serves to develop the details of a new tariff and programs addressing conservation and energy efficiency.

Synopsis:

Voucher system to provide free energy savings materials and supplies to qualifying customers of Atmos Mid-Tex. Qualified Customers will receive up to two hundred dollars ($200.00) worth of caulking, weather-stripping, sheathing, sealing, water heater blankets, and like materials, other energy saving devices such as clock-thermostats, set-back devices ("covered items") from approved suppliers / retailers. Company will undertake efforts to enlist support from community groups, including its own Employee Action Program, to assist customers with installation. If it is determined that professional installation capabilities are necessary, the parties will agree on labor assistance amounts.

Eligibility

Low Income – Low-income rate-payers that qualify for heating bill assistance through LIHEAP agencies and all agencies that distribute Atmos "Share the Warmth" funds. Agencies that allocate assistance funds denote customer as Low Income, a status that lasts for one year.

Senior Citizen – Primary account holder can request eligibility through ATM call center or web-site. Customer provides primary SSN which is verified through Social Security Administration. And account holder that is or turns 65 years old in that year becomes eligible.

Funding

Initial program funding will be at two million dollars ($2,000,000). Atmos Energy shareholders will contribute one million dollars ($1,000,000.00) to this initiative annually with ratepayers providing one million dollars ($1,000,000.00) per year. It is proposed that the program operate on an October 1 through September 30 year, with benefits being capped at the two million dollar level for the initial program period.

Administration:

A third-party administrator will coordinate qualification of customers, voucher distribution, subsequent verification and reimbursement of eligible expenditures and general program administration. Program administration expenses will be funded from the annual approved budget.

Program audits will be conducted and the results provided to any interested party within 120 days of the end of each program year to determine effectiveness.

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ATMOS ENERGY CORP., MID-TEX DIVISION
REVENUE REQUIREMENTS BY SERVICE CLASS
TEST YEAR ENDING JUNE 30, 2007
EXHIBIT B TO SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY AND THE ACSC CITIES

Line No.	Description	Current Revenues	Proposed Revenues [1]	Proposed Change	Percent Change
	(a)	(b)	(c)	(d)	(e)
1					
2	Residential (Base Revenue)	$ 277,485,494	$ 280,887,686	$ 3,402,192	1.23%
3	Residential (Rider GCR)	625,991,761	625,991,761	-	0.00%
4	Residential (Rider FF & Rider TAX)	52,488,696	52,686,332	197,637	0.38%
5	Total Residential	$ 955,965,951	$ 959,565,779	$ 3,599,828	0.38%
6					
7	Commercial (Base Revenue)	$ 59,666,416	$ 65,119,647	$ 5,453,231	9.14%
8	Commercial (Rider GCR)	399,910,917	399,910,917	-	0.00%
9	Commercial (Rider FF & Rider TAX)	26,699,748	27,016,551	316,803	1.19%
10	Total Commercial	$ 486,277,080	$ 492,047,115	$ 5,770,035	1.19%
11					
12	Industrial/Transportation (Base Revenue)	$ 8,461,218	$ 9,057,219	$ 596,001	7.04%
13	Industrial/Transportation (Rider GCR)	33,616,178	33,616,178	-	0.00%
14	Industrial/Transportation (Rider FF & Rider TAX)	2,444,541	2,479,166	34,625	1.42%
15	Total Industrial/Transportation	$ 44,521,937	$ 45,152,563	$ 630,625	1.42%
16					
17	Other Revenue (Base Revenue)	$ 17,418,758	$ 17,418,758	$ -	0.00%
18	Other Revenue (Rider GCR)	-	-	-	0.00%
19	Other Revenue (Rider FF & Rider TAX)	1,011,966	1,011,966	-	0.00%
20	Total Other Revenue	$ 18,430,724	$ 18,430,724	$ -	0.00%
21					
22	Base Revenue	$ 363,031,887	$ 372,483,310	$ 9,451,423	2.60%
23	Rider GCR	1,059,518,856	1,059,518,856	-	0.00%
24	Rider FF & Rider TAX	82,644,951	83,194,015	549,064	0.66%
25	Total Operating Revenues	$ 1,505,195,693	$ 1,515,196,181	$ 10,000,488	0.66%
26					

27 Note:
28 [1] Proposed Revenues are the result of the application of the proposed rates to billing determinants.

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ATMOS ENERGY CORP., MID-TEX DIVISION
REVENUE REQUIREMENTS
TEST YEAR ENDING JUNE 30, 2007
Settlement Proposal

Line No.	Description	Ref		Base Revenue	Rider GCR	Rider FF & Rider TAX	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1							
2	Rider GCR Part A	Schedule H		$ -	$ 976,143,417	$ -	$ 976,143,417
3	Rider GCR Part B	Schedule I			83,375,439		83,375,439
4	Total Rider GCR				$ 1,059,518,856		$ 1,059,518,856
5							
6	Operation and Maintenance Expenses	Schedule F-1		$ 150,891,394			$ 150,891,394
7							
8	Taxes Other than Income Taxes	Schedule F-5		20,756,918		$ 83,194,015	103,950,933
9							
10	Depreciation and Amortization Expense	Schedule F-3		79,148,614			79,148,614
11							
12	Interest on Customer Deposits	Schedule F-7		1,593,388			1,593,388
13							
14	Rate Base	Schedule B	$ 1,123,773,895				
15	Rate of Return	Schedule G	7.79%				
16				87,535,806			87,535,806
17							
18	Income Taxes	Schedule F-6		32,556,703			32,556,703
19							
20	**Revenue Requirements**			$ 372,482,822	$ 1,059,518,856	$ 83,194,015	$ 1,515,195,693
21							
22	Current Revenues	Schedule A					$ 1,505,195,693
23							
24	Proposed Change						$ 10,000,000

1.40

ATMOS ENERGY CORP., MID-TEX DIVISION
SUMMARY PROOF OF REVENUE AT PROPOSED RATES
TEST YEAR ENDING JUNE 30, 2007

Line	Description		Total	Reference
	(a)		(b)	(c)
	Rate R			
1	Rate Characteristics:			
2	Customer Charge		$10.69	CCS
3				
4	Consumption Charge ($/Mcf)		$1.2710	CCS
5				
6	Rider GCR Part A		$7.5520	Schedule H
7	Rider GCR Part B		$0.5990	Schedule I
8				
9	Billing Units (1):			
10	Bills		17,144,647	WP_J-1.1
11	Total MCF		76,798,906	WP_J-1.1
12				
13	Present Revenue:			
14	Customer Charge	$	183,276,276	
15	Consumption Charge		97,611,410	
16	Base Revenue	$	280,887,686	
17	Rider GCR Part A		579,988,302	
18	Rider GCR Part B		46,003,459	
19	Subtotal	$	906,879,447	
20	Revenue Related Taxes		52,686,332	
21				
22	Total Proposed Revenue- Rate R	$	959,565,779	
23				
24	Note 1: See Billing Determinants Study for details.			

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ATMOS ENERGY CORP., MID-TEX DIVISION
SUMMARY PROOF OF REVENUE AT PROPOSED RATES
TEST YEAR ENDING JUNE 30, 2007

Line	Description		Total	Reference
	(a)		(b)	(c)
	Rate C			
1	Rate Characteristics:			
2	Customer Charge		$20.28	CCS
3				
4	Consumption Charge ($/Mcf)		$0.7104	CCS
5				
6	Rider GCR Part A		$7.5520	Schedule H
7	Rider GCR Part B		$0.5001	Schedule I
8				
9	Billing Units (1):			
10	Bills		1,471,279	WP_J-1.2
11	Total MCF		49,665,131	WP_J-1.2
12				
13	Present Revenue:			
14	Customer Charge	$	29,837,538	
15	Consumption Charge		35,282,109	
16	Base Revenue	$	65,119,647	
17	Rider GCR Part A		375,072,987	
18	Rider GCR Part B		24,837,930	
19	Subtotal	$	465,030,564	
20	Revenue Related Taxes		27,016,551	
21				
22	Total Proposed Revenue- Rate C	$	492,047,115	
23				
24	Note 1: See Billing Determinants Study for details.			

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ATMOS ENERGY CORP., MID-TEX DIVISION
SUMMARY PROOF OF REVENUE AT PROPOSED RATES
TEST YEAR ENDING JUNE 30, 2007

Line	Description		Total	Reference
	(a)		(b)	(c)
	Rate I &T			
1	Rate Characteristics:			
2	Customer Charge		$344.75	CCS
3				
4	Block 1 ($/MMBTU)		$0.2200	CCS
5	Block 2 ($/MMBTU)		$0.1600	CCS
6	Block 3 ($/MMBTU)		$0.0493	CCS
7				
8	Rider GCR Part A		$7.5520	Schedule H
9	Rider GCR Part B		$0.2804	Schedule I
10				
11	Consumption Characteristics:			
12	Block 1 (First 1,500 MMBTU)		0.21691	(1)
13	Block 2 (Next 3,500 MMBTU)		0.24651	(1)
14	Block 3 (Over 5,000 MMBTU)		0.53657	(1)
15				
16	Billing Units (1):			
17	Bills		11,542	WP_J-1.3
18	Block 1		9,694,939	WP_J-1.3
19	Block 2		11,018,084	WP_J-1.3
20	Block 3		23,982,442	WP_J-1.3
21	Total MMBTU		44,695,465	
22				
23	Sales Volumes		2,858,579	WP_J-1.3
24				
25	Present Revenue:			
26	Customer Charge	$	3,979,105	
27	Block 1		2,132,887	
28	Block 2		1,762,893	
29	Block 3		1,182,334	
30	Base Revenue	$	9,057,219	
31	Rider GCR Part A		21,082,128	
32	Rider GCR Part B		12,534,050	
33	Subtotal	$	42,673,397	
34	Revenue Related Taxes		2,479,166	
35				
36	Total Proposed Revenue- Rate I&T	$	45,152,563	
37				
38	Note 1: See Billing Determinants Study for details.			

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TARIFF FOR GAS SERVICE

ATTACHMENT B

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RATE SCHEDULE:	TABLE OF CONTENTS	
APPLICABLE TO:	Entire System	REVISION DATE: February 1, 2008
EFFECTIVE DATE: February 1, 2008		PAGE: 1 OF 1

I. UTILITY OPERATIONS

II. CITIES AND COUNTIES SERVED

III. DEFINITIONS

IV. GAS SERVICE RATES & RIDERS

Rate R - Residential Sales
Rate C - Commercial Sales
Rate I - Industrial Sales
Rate T - Transportation
Rider CT – Competitive Transport
Rider GCR - Gas Cost Recovery
Rider FF - Franchise Fee Adjustment
Rider SUR – Surcharges
Rate LEP – Line Extension Policy
Rate M - Miscellaneous Charges
Rider RA - Retention Adjustment
Rider TAX - Tax Adjustment
Rider WNA – Weather Normalization Adjustment
Rider RRM – Rate Review Mechanism
Rider CEE – Conservation and Energy Efficiency

V. SERVICE RULES AND REGULATIONS

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RATE SCHEDULE:	**Rate R - Residential Sales**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **February 1, 2008**		**PAGE: 1 OF 1**

RATE R - RESIDENTIAL SALES

Application
Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 10.69 per month
Commodity Charge – All Mcf	$1.2710 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RATE SCHEDULE:	**Rate C - Commercial Sales**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **February 1, 2008**		**PAGE: 1 OF 1**

RATE C - COMMERCIAL SALES

Application
Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 3,000 Mcf.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	$ 20.28 per month
Commodity Charge - All Mcf	$ 0.7104 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

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TARIFF FOR GAS SERVICE **ATMOS ENERGY CORP., MID-TEX DIVISION**

RATE SCHEDULE:	**Rate I - Industrial Sales**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **February 1, 2008**		**PAGE: 1 OF 2**

RATE I - INDUSTRIAL SALES

Application
Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 344.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.2200 per MMBtu
Next 3,500 MMBtu	$ 0.1600 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0493 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RATE SCHEDULE:	**Rate I - Industrial Sales**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **February 1, 2008**		**PAGE: 2 OF 2**

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
An Agreement for Gas Service may be required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

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RATE SCHEDULE:	**Rate T – Transportation**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **February 1, 2008**		**PAGE: 1 OF 2**

RATE T - TRANSPORTATION

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 344.75 per month
First 0 MMBtu to 1,500 MMBtu	$ 0.2200 per MMBtu
Next 3,500 MMBtu	$ 0.1600 per MMBtu
All MMBtu over 5,000 MMBtu	$ 0.0493 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Rate Review Mechanism: Plus or Minus an amount for rates as calculated in accordance with Rider RRM.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company the greater of (i) $0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative

RATE SCHEDULE:	**Rate T - Transportation**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **February 1, 2008**		**PAGE: 2 OF 2**

Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index
In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive service under Rate **T**, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

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RIDER:	Rider GCR - Gas Cost Recovery	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: October 1, 2008		PAGE: 1 OF 3

Rider GCR - Gas Cost Recovery

Applicable to Rate R, Rate C, and Rate I for all gas sales made by Company, and applicable to Rate R, Rate C, Rate I, and Rate T for recovery of Pipeline System costs. The total gas cost recovery amount due is determined by adding the gas cost calculated in Section (a) below and the pipeline cost calculated in Section (b) below.

The amount due for gas cost (Section (a)) is determined by multiplying the Gas Cost Recovery Factor (GCRF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on an Mcf basis. For Customers receiving service under Rate I, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual costs.

The amount due for pipeline cost (Section (b)) is determined by multiplying the Pipeline Cost Factor (PCF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on an Mcf basis. For Customers receiving service under Rate I and Rate T, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual costs.

(a) Gas Cost

Method of Calculation

The monthly gas cost adjustment is calculated by the application of a Gas Cost Recovery Factor (GCRF), as determined with the following formula:

GCRF = Estimated Gas Cost Factor (EGCF) + Reconciliation Factor (RF) + Taxes (TXS) + Adjustments (ADJ)

EGCF = Estimated cost of gas, including lost and unaccounted for gas attributed to residential, commercial, and industrial sales, and any reconciliation balance of unrecovered gas costs, divided by the estimated total residential, commercial, and industrial sales.

RF = Calculated by dividing the difference between the Actual Gas Cost Incurred, inclusive of interest, over the preceding twelve-month period ended June 30 and the Actual Gas Cost Billed over that same twelve-month period by the estimated total residential, commercial, and industrial sales for the succeeding October through June billing months.

Actual Gas Cost Incurred = The sum of the costs booked in Atmos Energy Corp., Mid-Tex Division account numbers 800 through 813 and 858 of the NARUC Uniform System of Accounts, including the net impact of injecting and withdrawing gas from storage. Also includes a credit or debit for any out-of-period adjustments or unusual or nonrecurring costs typically considered gas costs and a credit for amounts received as Imbalance Fees or Curtailment Overpull Fees.

Actual Gas Cost Billed = EGCF multiplied by the monthly volumes billed to Residential, Commercial and Industrial Sales customers, less the total amount of gas cost determined to have been uncollectible and written off which remain unpaid for each month of the reconciliation period.

Any amount remaining in the reconciliation balance after the conclusion of the period of amortization will be maintained in the reconciliation balance and included in the collection of the next RF.
Atmos Energy shall file annual reports with the Commission, providing by month the following amounts: Gas Cost Written Off. Margin Written Off, Tax and Other Written Off, Total Written Off, Gas Cost Collected and Margin Collected.

TXS = Any statutorily imposed assessments or taxes applicable to the purchase of gas divided by the estimated total residential, commercial, and industrial sales.

ADJ = Any surcharge or refund ordered by a regulatory authority, inclusive of interest, divided by the estimated total residential, commercial, and industrial sales.

(b) Pipeline Cost

Method of Calculation

Each month, a Pipeline Cost Factor (PCF) is calculated separately for each Pipeline Cost Rate Class listed below. The formula for the PCF is:

PCF = PP / S, where:

PP = (P - A) x D, where:

P = Estimated monthly cost of pipeline service calculated pursuant to Rate CGS

D = Pipeline service allocation factor for the rate class as approved in the Company's most recent rate case, as follows:

Pipeline Cost Rate Class	Allocation Factor (D)
Rate R - Residential Service	.634783
Rate C - Commercial Service	.302805
Rate I - Industrial Service and Rate T - Transportation Service	.062412

A = Adjustment applied in the current month to correct for the difference between the actual and estimated pipeline cost revenue of the second preceding month, calculated by the formula:

A = R - (C - A2), where:

R = Actual revenue received from the application of the PP component in the second preceding month.

C = Actual pipeline costs for the second preceding month.

A2 = The adjustment (A) applied to the PP component in the second preceding month.

S = Estimated Mcf or MMBtu for the rate class for the current billing month.

The PCF is calculated to the nearest 0.0001 cent.

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TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RIDER:	**Rider GCR - Gas Cost Recovery**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **October 1, 2008**		**PAGE: 3 OF 3**

The Pipeline Cost to be billed is determined by multiplying the Mcf or MMBtu used by the appropriate PCF. The Pipeline Cost is determined to the nearest whole cent.

RIDER:	Rider WNA – Weather Normalization Adjustment	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: November 1, 2008		PAGE: 1 OF 3

RIDER WNA – Weather Normalization Adjustment

Provisions for Adjustment

The base rate per Mcf (1,000,000 Btu) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, and commercial bills based on meters read during the revenue months of November through April.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Mcf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed in cents per Mcf

R_i = base rate of temperature sensitive sales for the ith schedule or classification approved by the entity exercising original jurisdiction.

HSF_i = heat sensitive factor for the ith schedule or classification calculated as the slope of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification and weather station as part of the RRM filing.

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

Bl_i = base load sales for the ith schedule or classification calculated as the y-intercept of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification

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RIDER:	Rider WNA – Weather Normalization Adjustment	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: November 1, 2008		PAGE: 2 OF 3

and weather station as part of the RRM filing.

The Weather Normalization Adjustment for the jth customer in ith rate schedule is computed as:

$WNA_i = \quad WNAF_i \times q_{ij}$

Where q_{ij} is the relevant sales quantity for the jth customer in ith rate schedule.

Filings with Entities Exercising Original Jurisdiction

As part of its annual RRM filing the Company will file (a) a copy of each computation of the Weather Normalization Adjustment Factor, (b) a schedule showing the effective date of each such Weather Normalization Adjustment, (c) a schedule showing the factors of values used in calculating such Weather Normalization Adjustment and (d) a random sample and audit of thirty (30) actual customer bills, with customer information deleted, for each rate schedule or classification to which the WNA was applied in the preceding 12 month period. To the extent that source data is needed to audit the WNA application, such data will be provided by the Company as part of the annual RRM filing.

If the RRM is discontinued, as provided in the Rider RRM tariff, the information required herein to be filed with the entities exercising original jurisdiction shall be filed on March 1 of each year.

Base Use/Heat Sensitivity (HSF) Factors

	Residential		Commercial	
Weather Station	Base use Mcf	HSF Mcf/HDD	Base use Mcf	HSF Mcf/HDD
Abilene	1.14	.0131	8.11	.0631
Austin	1.31	.0136	18.05	.0669
Dallas	1.57	.0185	18.08	.0925
Waco	1.20	.0138	10.97	.0606
Wichita Falls	1.27	.0147	11.58	.0581

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP., MID-TEX DIVISION

RIDER:	**Rider WNA – Weather Normalization Adjustment**	
APPLICABLE TO:	**Entire System**	**REVISION:** **DATE:**
EFFECTIVE DATE: **November 1, 2008**		**PAGE: 3 OF 3**

Sample $WNAF_i$ Calculation:

$$.1533 \text{ per Mcf} = 1.2267 \times \frac{(.0131 \times (30-17))}{(1.14 + (.0131 \times 17))}$$

Where

i	=	Residential Single Block Rate Schedule
R_i	=	1.2267 per MCF (Rate R - Final Order GUD No. 9670)
HSF_i	=	.0131 (Residential - Abilene Area)
NDD	=	30 HDD (Simple ten-year average of Actual HDD for Abilene Area – 9/15/06 – 10/14/06)
ADD	=	17 HDD (Actual HDD for Abilene Area – 9/15/06 – 10/14/06)
BI_i	=	1.14 Mcf (Residential - Abilene Area)

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TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RIDER:	Rider RRM – Rate Review Mechanism	
APPLICABLE TO:	Entire Mid-Tex Division	REVISION DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 1 of 5

RIDER RRM – RATE REVIEW MECHANISM

Purpose:

This mechanism is designed to provide annual earnings transparency. If, through the implementation of the provisions of this mechanism, it is determined that rates should be decreased or increased, then rates will be adjusted accordingly in the manner set forth herein. The rate adjustments implemented under this mechanism will reflect annual changes in the Company's cost of service and rate base. This adjustment will be authorized for an Initial Implementation Period. With the conclusion of the final rate adjustment, if any, for the Initial Implementation Period, each entity having original jurisdiction may revoke, amend, or approve Subsequent Implementation Period(s) for, the mechanism.

Definitions

a) The **Annual Evaluation Date** shall be the date the Company will make its annual filing under this mechanism. The Annual Evaluation Date shall be no later than March 1, of each year. This filing shall be effective in electronic form where practicable. The initial filing shall be made March 31, 2008.

b) **Audited Financial Data** shall mean the Company's books and records related to the Company's Mid-Tex operating area and shared services operations. Audited Financial Data shall not require the schedules and information provided under this tariff to undergo a separate financial audit by an outside auditing firm similar to the Company's annual financial audit.

c) The **Evaluation Period** is defined as the twelve month period ending December 31, of each calendar year. The initial Evaluation Period shall be calendar year 2007.

d) The **Rate Effective Period** is defined as the earlier of the twelve month period for which rates determined under this mechanism will be in effect or subsequent rates are implemented.

e) **Per Connection Basis** is defined as the average number of connections during the Evaluation Period.

f) **Initial Implementation Period** is defined as the three (3) year period commencing with the Company's filing under this mechanism for the calendar year 2007, effective October 1, 2008, and shall conclude with the implementation of rate adjustments, if any, for the third Rate Effective Period.

g) **Subsequent Implementation Period** is defined as any three (3) year period after the conclusion of the Initial Implementation Period.

h) **Final Order** is defined as the most recent order establishing the Company's latest effective rates for the area in which the mechanism is implemented, and shall include municipal rate ordinances and resolutions.

Rate Review Mechanism

The Company shall file with each regulatory authority having original jurisdiction over the Company's rates the schedules specified below for the Evaluation Period, with the filing to be made by the Annual

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RIDER:	Rider RRM – Rate Review Mechanism	
APPLICABLE TO:	Entire Mid-Tex Division	REVISION DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 2 of 5

Evaluation Date following the end of the Evaluation Period. The schedules, which will be based upon the Company's Audited Financial Data, as adjusted, and provided in the same format as Atmos' rate filing with municipalities on September 20, 2007, will include the following:

a) Company's actual gross plant in service, accumulated depreciation, accumulated deferred income taxes, inventory, working capital, and other rate base components. The ratemaking treatments, principles, findings and adjustments included in the Final Order will apply. Regulatory adjustments due to prior regulatory rate base adjustment disallowances will be maintained where applicable. Cash working capital will be calculated using the lead/lag days approved in the Final Order.

b) The Company's depreciation expense, operating and maintenance expense, income taxes, and taxes other than income taxes. Depreciation rates will be those approved in the Final Order, or the rate most recently approved. All calculation methodologies will be those approved in the Final Order, or in the most recent order addressing the methodology. In addition, the Company shall exclude from operating and maintenance expense the type of expenses related to employee expense accounts disallowed in the GUD No. 9670 Final Order.

c) Return on Equity (ROE) shall be maintained at 9.6%.

d) Cost of debt will reflect actual cost. Capital structure will be the actual Evaluation Period ending ratio of long-term debt and equity, with percentage equity not to exceed the percentage established in the Final Order in G.U.D. No. 9670 (48.1% equity).

e) All applicable accounting and pro forma adjustments along with all supporting workpapers.

f) Pro-forma adjustments to update and annualize costs and revenue billing determinants for the Rate Effective Period.

g) Pro-forma or other adjustments required to properly account for atypical, unusual, or nonrecurring events.

h) Shared Services allocation factors may be recalculated each year based on the latest component factors, but the methodology used will be that approved in the Final Order.

Calculation of Rate Adjustment

a) The Company shall provide additional schedules indicating the following revenue deficiency/sufficiency calculations using the methodology accepted in the Final Order. These schedules shall identify the rate adjustments necessary for both a true-up of revenue for the Evaluation Period and the setting of prospective rates for the Rate Effective Period. The net result of these rate adjustments shall be reflected in the proposed new rates to be established for the Rate Effective Period. In calculating the required rate adjustments, such adjustments will be made pro-ratably to the customer charge and usage charge based upon actual revenue generated, as adjusted under the Company's approved Weather Normalization Adjustment (WNA) Rider. Provided,

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however, that neither the Residential nor the Commercial customer charges may increase more than 20% per year.

b) If Company's earnings during the Evaluation Period exceed 9.6% return on common equity, the Company shall calculate an adjustment to rates to refund the revenue required to achieve a return on equity of 9.6% for the Evaluation Period. If Company's earnings during the Evaluation Period are below 9.6% return on common equity, the Company shall calculate an adjustment in rates to collect the additional revenue required to increase its return on equity for the Evaluation Period to 9.6%. The Company will calculate an adjustment for the Rate Effective Period to refund or collect this difference.

c) The Company will adjust rates for the Rate Effective Period to include recovery of any known and measurable changes to operating and maintenance costs including, but not limited to, all payroll and compensation expense, all benefit expense, all pension expense, insurance costs, materials and supplies, bad debt costs, all medical expense, transportation and building and lease costs for the Rate Effective Period. Additionally, utility plant for the Rate Effective Period will be established by using the Evaluation Period ending balances, including associated changes in depreciation and amortization expense and taxes. In calculating the Company's known and measurable changes for prospective RRM adjustment purposes, the following limitations will apply, on a Per Connection Basis.

1. Operating and Maintenance expenses for the Rate Effective Period, cannot increase more than 5% per connection per year without specific identification and justification. The beginning Operation and Maintenance expense for the 2007 RRM filing (the initial filing) will be $161 million.
2. Net plant investment for the Rate Effective Period cannot increase more than 5% per connection per year without specific identification. However, in performing a cap test to verify compliance, Company shall exclude any changes in net plant investment associated with federal, state, or local mandates related to safety, compliance, or road moves.

d) The Company also shall provide a schedule demonstrating the "proof of revenues" relied upon to calculate the proposed rate for the Rate Effective Period. The proposed rates shall conform as closely as is practicable to the revenue allocation principles approved in the Final Order.

Attestation

A sworn statement shall be filed by the Company's Chief Officer in Charge of Mid-Tex Operations affirming that the filed schedules are in compliance with the provisions of this mechanism and are true and correct to the best of his/her knowledge, information and belief. No testimony shall be filed.

RIDER:	Rider RRM – Rate Review Mechanism	
APPLICABLE TO:	Entire Mid-Tex Division	REVISION DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 4 of 5

Evaluation Procedures

The regulatory authority having original jurisdiction over the Company's rates shall have ninety (90) days to review the Company's filed schedules. The Company will be prepared to provide supplemental information as may be requested to ensure adequate review by the relevant regulatory authority. The Company shall not unilaterally impose any limits upon the provision of supplemental information and such information shall be provided within ten (10) working days of the original request. The regulatory authority may propose any adjustments it determines to be required to bring the schedules into compliance with the above provisions.

During and following the ninety (90) day review period and a thirty (30) day response period, the Company and the regulatory authority will work collaboratively and come to agreement on, the proposed adjustments to the Company's schedule and proposed rates. Once agreement has been reached by the Company and the regulatory authority, the regulatory authority shall authorize an increase or decrease to the Company's rates so as to achieve the revenue levels indicated for both the Evaluation Period and Rate Effective Period. If, at the end of the thirty (30) day response period, the Company and the regulatory authority have not reached agreement on the proposed adjustments, the Company shall have the right to appeal the regulatory authority's action or inaction to the Railroad Commission of Texas. Upon the filing of any appeal, the Company shall have the right to implement the proposed RRM rate adjustment, subject to refund.

If approved by the entity exercising original jurisdiction, the rates established pursuant to the Rate Review Mechanism for the first Rate Effective Period shall be effective on October 1, 2008. Thereafter, rates established pursuant to the Rate Review Mechanism for subsequent Rate Effective Periods, if approved as provided herein, shall be effective on July 15 of each year.

Reconsideration and Appeal

Orders issued pursuant to this mechanism are ratemaking orders and shall be subject to appeal under Sections 102.001(b) and 103.021, et seq., of the Texas Utilities Code (Vernon 2007).

Notice

Notice of the annual Rate Review Mechanism filing shall be provided to all affected customers of the Atmos Mid-Tex Division in accordance with the provisions of this section no later than forty-five (45) days after the Company makes its annual filing pursuant to this tariff. Company may provide notice either by mailing or otherwise delivering the notice with its billing statements. Notice by mail shall be presumed to be complete three days after the date of deposit of the paper upon which such notice is written, enclosed in a post-paid, properly addressed wrapper, in a post office or official depository under the care of the United States Postal Service. The notice to customers shall include the following information:

a) a description of the proposed revision of rates and schedules;

b) the effect the proposed revision of rates is expected to have on the rates applicable to each customer class and on an average bill for each affected customer;

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RIDER:	Rider RRM – Rate Review Mechanism	
APPLICABLE TO:	Entire Mid-Tex Division	REVISION DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 5 of 5

c) the service area or areas in which the proposed rate adjustment would apply;

d) the date the proposed rate adjustment was filed with the regulatory authority; and

e) the Company's address, telephone number and website where information concerning the proposed rate adjustment may be obtained.

RIDER:	Rider CEE – Conservation & Energy Efficiency	
APPLICABLE TO:	Entire System	REVISION: DATE:
EFFECTIVE DATE: February 1, 2008		PAGE: 1 OF 1

RIDER CEE – Conservation & Energy Efficiency

Purpose

Atmos Energy Mid-Tex is proposing to institute a complete Conservation & Energy Efficiency program which will offer assistance to qualified customer segments in reducing energy consumption and lowering energy utility bills. The proposal is one where Atmos Energy shareholders will fund a percentage of the allowable expenses incurred annually, with a customer rate component providing the remainder of the funding. Following is a high-level, concept summary of the proposal. Atmos Energy Mid-Tex Division proposes to work with the communities it serves to develop the details of a new tariff and programs addressing conservation and energy efficiency.

Synopsis:

Voucher system to provide free energy savings materials and supplies to qualifying customers of Atmos Mid-Tex. Qualified Customers will receive up to two hundred dollars ($200.00) worth of caulking, weather-stripping, sheathing, sealing, water heater blankets, and like materials, other energy saving devices such as clock-thermostats, set-back devices ("covered items") from approved suppliers / retailers. Company will undertake efforts to enlist support from community groups, including its own Employee Action Program, to assist customers with installation. If it is determined that professional installation capabilities are necessary, the parties will agree on labor assistance amounts.

Eligibility

Low Income – Low-income rate-payers that qualify for heating bill assistance through LIHEAP agencies and all agencies that distribute Atmos "Share the Warmth" funds. Agencies that allocate assistance funds denote customer as Low Income, a status that lasts for one year.

Senior Citizen – Primary account holder can request eligibility through ATM call center or web-site. Customer provides primary SSN which is verified through Social Security Administration. And account holder that is or turns 65 years old in that year becomes eligible.

Funding

Initial program funding will be at two million dollars ($2,000,000). Atmos Energy shareholders will contribute one million dollars ($1,000,000.00) to this initiative annually with ratepayers providing one million dollars ($1,000,000.00) per year. It is proposed that the program operate on an October 1 through September 30 year, with benefits being capped at the two million dollar level for the initial program period.

Administration:

A third-party administrator will coordinate qualification of customers, voucher distribution, subsequent verification and reimbursement of eligible expenditures and general program administration. Program administration expenses will be funded from the annual approved budget.

Program audits will be conducted and the results provided to any interested party within 120 days of the end of each program year to determine effectiveness.

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CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☐ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:		City Manager	JM	1/25/08
Agenda Coordinator (include phone #):	Brianna Alvarado X7479			

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS TO CONSIDER AND TAKE ACTION ON AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF PLANO, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2008; LEVYING A TAX IN PAYMENT THEREOF; AWARDING THE SALE THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	41,295,000	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

The sale of $41,295,000 in General Obligation Bonds, Series 2008, is for various permanent public improvements and public purposes, including a recreation center, parks and athletic facilities, public safety and street improvements and for the payment of professional services of attorneys, financial advisors and other professionals in connection with the projects and the issuance of the Bonds.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies

BOND ORDINANCE

CITY OF PLANO, TEXAS

GENERAL OBLIGATION BONDS

SERIES 2008

Adopted January 28, 2008

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AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF PLANO, TEXAS, GENERAL OBLIGATION BONDS, SERIES 2008; LEVYING A TAX IN PAYMENT THEREOF; AWARDING THE SALE THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the bonds hereinafter authorized were duly and favorably voted, as required by the Constitution and laws of the State of Texas, at an election held in the City of Plano, Texas (the "City"), on May 7, 2005; and

WHEREAS, at said election and elections held on May 2, 1998 and May 5, 2001, the following are among the purposes and amounts of the bonds which were authorized, reflecting any amount previously issued pursuant to each voted authorization, the amount therefrom being issued pursuant to this ordinance (this "Ordinance"), and the balance that remains unissued after the issuance of the bonds herein authorized, to wit:

Purpose	Amount Voted	Amount Previously Issued	Amount Being Issued	Unissued Balance
1998 Election				
Creative and Performing Arts Facilities	$ 19,402,000	$ 5,210,000	$ -0-	$14,192,000
1998 Subtotal	$ 19,402,000	$ 5,210,000	$ -0-	$14,192,000
2001 Election				
Preston & Legacy Overpass	$ 3,500,000	$ -0-	$ -0-	$ 3,500,000
2001 Subtotal	$ 3,500,000	$ -0-	$ -0-	$ 3,500,000
2005 Election				
Fire Fighting, Emergency and Logistics Facilities	$ 21,700,000	$ 5,025,000	$ 8,720,000	$ 7,955,000
Parks & Recreation Facilities	$ 57,775,000	$21,470,000	$12,000,000	$24,305,000
Recreation Center	$ 6,600,000	$ -0-	$ 645,000	$ 5,955,000
Street Improvements	$ 55,372,000	$20,332,000	$20,000,000	$15,040,000
2005 Subtotal	$141,447,000	$46,827,000	$41,365,000	$53,255,000
Total	$164,349,000	$52,037,000[1]	$41,365,000	$70,947,000

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its bonds in a single series at this time; and

---

[1] Includes premium received with respect to the City's General Obligation Bonds, Series 2002, General Obligation Bonds, Series 2004, and General Obligation Refunding and Improvement Bonds, Series 2005, allocated on a pro rata basis among all projects for which such bonds were issued.

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02(a) of this Ordinance.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Plano, Texas, General Obligation Bonds, Series 2008."

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office in East Syracuse, New York, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Initial Bond" means the Initial Bond authorized by Section 3.04(d) of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1, commencing September 1, 2008.

"Letter of Representations" means the Blanket Letter of Representations between the City and DTC.

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" means each person whom the SEC or its staff has determined to be a Nationally Recognized Municipal Securities Information Repository within the meaning of the Rule from time to time.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially The Bank of New York Trust Company, N.A., or any successor thereto as provided in this Ordinance.

"Purchaser" has the meaning given to such term in Section 7.01(a).

"Record Date" means the fifteenth day of the month next preceding an Interest Payment Date.

"Register" means the bond register specified in Section 3.06(a) of this Ordinance.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"SID" means any person designated by the State of Texas or an authorized department, officer or agency thereof, as and determined by the SEC or its staff to be a state information depository within the meaning of the Rule from time to time.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Bonds as the same become due and payable and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) If the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars' valuation of taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the City most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds when and as due and payable in accordance with their terms and this Ordinance.

(d) If the lien and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption.

Section 2.02. Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account, to be designated the "City of Plano, Texas, General Obligation Bonds, Series 2008, Interest and Sinking Fund."

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization.

The City's bonds to be designated "City of Plano, Texas, General Obligation Bonds, Series 2008," are hereby authorized to be issued and delivered in accordance with Chapter 1331, Texas Government Code, as amended, and Section 9.22 of the Charter of the City. The Bonds shall be issued in the aggregate principal amount of $41,295,000 to pay the costs of issuing the Bonds and to make the following permanent public improvements authorized in the following amounts: from the 2005 authorization (i) $8,720,000 for acquiring, constructing and equipping new fire stations, a logistics facility and emergency operations facilities; improving, expanding, renovating, reconfiguring and equipping existing fire stations and emergency operations facilities; purchasing fire fighting vehicles and equipment; the acquisition of land; (ii) $12,000,000 for renovating, constructing, developing, improving, expanding, equipping and acquiring land and needed rights-of-way for parks and recreation facilities; (iii) $645,000 improving, renovating, expanding, furnishing and equipping the Carpenter Park Recreation Center and (iv) $20,000,000 for developing, engineering, constructing, reconstructing, improving, repairing, extending, expanding and enhancing streets, thoroughfares, alleys, sidewalks, bridges, intersections, and other public ways, including participation in joint projects with federal, state and local public entities and agencies, computerized signalization and monitoring equipment and other traffic controls, grade separations, street lighting, noise abatements, necessary and related storm drainage facilities and improvements, and the acquisition of any needed rights-of-way therefor (collectively, the "Project").

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated January 15, 2008. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof,

and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on September 1 in the years and in the principal amounts set forth in the following schedule:

Years	Principal Amount	Interest Rates	Years	Principal Amount	Interest Rates
2009			2019		
2010			2020		
2011			2021		
2012			2022		
2013			2023		
2014			2024		
2015			2025		
2016			2026		
2017			2027		
2018			2028		

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption, from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption. Interest on the Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be given at least five Business Days prior to the Special Record Date to each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of such notice either by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the Register.

(c) Interest on each Bond shall be paid by to each Owner by (i) wire transfer to the bank account, if any, for such Owner on file with the Paying Agent/Registrar pursuant to such Owner's written instructions and at the risk and expense of such Owner, (ii) by check dated as of

the Interest Payment Date, and sent on or before the Interest Payment Date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or (iii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid at the risk and expense of such Owner.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Bond (the "Initial Bond") representing the entire principal amount of all Bonds, payable in stated installments to the Purchaser, or its designee, manually signed by the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond at the Designated Payment/Transfer Office with such endorsement or

other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption, in whole or in part, within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; then, upon the presentation and surrender of the Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and shall authenticate and deliver in exchange therefor Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10. Book-Entry Only System.

(a) The definitive Bonds shall be initially issued in the form of a separate typewritten fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of such Bonds shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys or representatives duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Letter of Representations previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations of the City to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.02. Optional Redemption.

(a) The City reserves the option to redeem Bonds maturing on and after September 1, 2018, in whole or any part, before their respective scheduled maturity dates, on March 1, 2018, or on any date thereafter, such redemption date or dates to be fixed by the City, at a price equal to the principal amount of the Bonds called for redemption plus accrued interest to the date fixed for redemption.

(b) If less than all of the Bonds are to be redeemed pursuant to an optional redemption, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(c) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Bonds to be redeemed.

Section 4.03. Partial Redemption.

(a) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. If such a Bond is to be partially redeemed, the Paying Agent/Registrar shall treat each $5,000 portion of the Bond as though it were a single Bond for purposes of selection for redemption.

(b) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, such exchange being without charge.

(c) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.04. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed either by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.05. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.07. Lapse of Payment.

Money set aside for the redemption of Bonds and remaining unclaimed by the Holders of such Bonds shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Trust Company, N.A. is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than 60 days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by one or more of the methods for giving notice of redemption set forth in Section 4.04(a), stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association ("CUSIP Numbers")) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Bonds.

The form of the Bond, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bonds.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas
CITY OF PLANO, TEXAS
GENERAL OBLIGATION BONDS
SERIES 2008

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____	September 1, ____	January 15, 2008	_____ ___

The City of Plano, Texas (the "City"), in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2008.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in East Syracuse, New York, of The Bank of New York Trust Company, N.A., as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond shall be paid either by (i) wire transfer to the bank account, if any, of the registered owner on file with the Paying Agent/Registrar pursuant to such registered owner's written instructions and at the risk and expense of such registered owner, (ii), by check dated as of the interest payment date, and sent on or before the interest payment date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the physical address of such owner as appears in the registration books of the Paying Agent/Registrar or (iii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid, provided that the registered owner

shall bear all risk and expense of such interest payment method. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be given at least five Business Days prior to the Special Record Date to each owner of a Bond appearing in the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of such notice either by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the registration books of the Paying Agent/Registrar.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $41,295,000 (herein referred to as the "Bonds"), issued pursuant to this ordinance (the "Ordinance") for the purpose of providing funds to make certain permanent public improvements and to pay the costs of issuing the Bonds.

The City has reserved the option to redeem the Bonds maturing on or after September 1, 2018, in whole or in part before their respective scheduled maturity dates, on March 1, 2018, or on any date thereafter, at a price equal to the principal amount of the Bonds so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice, not less than 30 days before the date fixed for redemption, to the registered owner of each Bond or portion thereof to be redeemed either by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the Register. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; then, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law and has been authorized by a vote of the properly qualified electors of the City; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that ad valorem taxes upon all taxable property in the City have been levied for and pledged to the payment of the debt service requirements of the Bonds, within the limit prescribed by law.

IN WITNESS WHEREOF, the City has caused this Bond to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

City Secretary, City of Plano, Texas	Mayor, City of Plano, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Plano, Texas, and that this Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK TRUST COMPANY, N.A., as Paying Agent/Registrar

Dated: _____ By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

_____

_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

Signature Guaranteed By:

_____

_____

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER:" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Years	Principal Installments	Interest Rate

(Information to be inserted from schedule
in Section 3.02 of this Ordinance)

(iii) the Initial Bond shall be numbered T-1.

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Bonds as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Bonds.

Section 6.04. Legal Opinion.

The approving legal opinions of Vinson & Elkins L.L.P., Dallas, Texas, Bond Counsel, may be printed on the reverse side of or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement.

(a) The Bonds, having been duly advertised for public sale and a bid or bids received pursuant thereto, are hereby officially sold and awarded to _____ (the "Purchaser"), having submitted the bid which produced the lowest true interest cost to the City for a purchase price equal to the principal amount thereof, plus a premium of $_____ plus accrued interest thereon to the date of initial delivery. The Bonds shall initially be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are each hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The City Secretary of the City is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Purchaser is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the provisions and terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and

approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) $9,500).

Section 7.02. Control and Delivery of Bonds.

(a) The Mayor of the City is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The remaining proceeds of the Bonds shall be deposited to a special construction fund and shall be used to pay the costs of the Project and the costs of issuing the Bonds. Of the $_____ premium, $_____ shall be applied to pay the costs of issuing the Bonds and $_____ shall be applied to pay the costs of the Project.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund created by this Ordinance and the special construction fund for the Project, at the option of the City, may be invested in such securities or obligations as permitted under applicable law. The City's Director of Finance, and any other officer of the City authorized to make investments on behalf of the City, are hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and the special construction fund for the

Project, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in either the Interest and Sinking Fund or the special construction fund for the Project is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.03(b) hereof shall be credited to the fund or account where deposited until completion of the Project; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds.

On or before each Interest Payment Date for the Bonds and while any of the Bonds are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Bonds as will accrue or mature on the applicable Interest Payment Date, maturity date or date of prior redemption.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.

The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, for purposes of federal income tax purposes. In particular, the City covenants and agrees to comply with each requirement of Sections 9.03 through 9.10, inclusive; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.03 through 9.10, inclusive, if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in Sections 9.03 through 9.10, inclusive, will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.10, inclusive.

Section 9.04. No Private Use or Payment and No Private Loan Financing.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover the City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations and the Regulations promulgated thereunder.

Section 9.05. No Federal Guarantee.

The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

Section 9.06. No Hedge Bonds.

The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

Section 9.07. No-Arbitrage Covenant.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

Section 9.08. Arbitrage Rebate.

If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 9.09. Information Reporting.

The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

Section 9.10. Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Sections 9.03 through 9.09, inclusive, shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Bonds may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to each NRMSIR and to any SID, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to each NRMSIR and to any SID.

(b) If the City changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(d) Any filing required to be made pursuant to this Article may be made through the facilities of DisclosureUSA or such other central post office as may be approved in writing by the SEC for such purpose. Any such filing made through such central post office will be deemed to have been filed with each NRMSIR and SID or MSRB as if such filing had been made directly to such entity.

Section 12.02. Material Event Notices.

(a) The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax exempt status of the Bonds;

(vii) modifications to rights of Owners;

(viii) bond calls;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Bonds; and

(xi) rating changes.

(b) The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide

any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains outstanding except as permitted in this Section and Section 12.03(e). The City may, without consent of or notice to

any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Bonds holding a majority in aggregate principal amount of the Bonds then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Bonds, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (ii) give any preference to any Bond over any other Bond, or (iii) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02. Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary of the City and the City Secretary of the City shall insert such changes into this Ordinance as if approved on the date hereof.

FINALLY PASSED, APPROVED AND EFFECTIVE this January 28, 2008.

_____
Mayor, City of Plano

ATTEST:

_____
City Secretary
City of Plano, Texas

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

2. Statistical and financial data set forth in Tables numbered 1 through 6 and 8 through 14, each inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☐ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:		City Manager		1/23/08
Agenda Coordinator (include phone #):	**Brianna Alvarado X7479**			

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS TO CONSIDER AND TAKE ACTION ON AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF PLANO, TEXAS, TAX NOTES, SERIES 2008; LEVYING A TAX IN PAYMENT THEREOF; AWARDING THE SALE THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	17,075,000	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

The sale of $17,075,000 in Tax Notes, Series 2008, is for upgrading software and equipment for police and fire and for the payment of professional services of attorneys, financial advisors and other professionals in connection with the projects and the issuance of the Notes.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies

REV 08/98

2-1

TAX NOTES ORDINANCE

CITY OF PLANO, TEXAS

TAX NOTES

SERIES 2008

Adopted: January 28, 2008

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Exhibit A - Description of Annual Disclosure of Financial Information A-1

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF PLANO, TEXAS, TAX NOTES, SERIES 2008; LEVYING A TAX IN PAYMENT THEREOF; AWARDING THE SALE THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, under the provisions of Chapter 1431, Texas Government Code, as amended (the "Act"), the City of Plano, Texas (the "City"), is authorized to issue the notes hereinafter authorized (the "Notes") to pay contractual obligations incurred or to be incurred for the purposes specified in this ordinance (this "Ordinance"); and

WHEREAS, this governing body (the "City Council") of the City, hereby finds and determines that it is necessary and in the best interest of the City and its citizens to issue such Notes for the purposes herein described and that such Notes shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City; and

WHEREAS, the Notes hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Notes, as required by the Act; and

WHEREAS, it is affirmatively found that this City Council is authorized to proceed with the issuance and sale of such Notes as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Notes in a single series at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance is considered is open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; therefore,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

"Business Day" means any day other than a Saturday, Sunday or legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are generally authorized or obligated by law or executive order to close.

"Closing Date" means the date of the initial delivery of and payment for the Notes.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office in East Syracuse, New York, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" means any event of default as defined in Section 10.01 of this Ordinance.

"Fiscal Year" means the fiscal year of the City ending on September 30 of each year.

"Initial Note" means the Initial Note authorized by Section 3.04(d) of this Ordinance.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 7.03(a) of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Notes is scheduled to be paid, such dates being March 1 and September 1, commencing September 1, 2008.

"Letter of Representations" means the Blanket Letter of Representations between the City and DTC.

"MSRB" means the Municipal Securities Rulemaking Board.

"Note" means any of the Notes.

"Note Date" means the date designated as the date of the Notes by Section 3.02(a) of this Ordinance.

"Notes" means the City's Tax Notes authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Plano, Texas, Tax Notes, Series 2008."

"NRMSIR" means each person whom the SEC or its staff has determined to be a Nationally Recognized Municipal Securities Information Repository within the meaning of the Rule from time to time.

"Owner" means the person who is the registered owner of a Note or Notes, as shown in the Register.

"Paying Agent/Registrar" means initially The Bank of New York Trust Company, N.A., or any successor thereto as provided in this Ordinance.

"Project" means (i) the acquisition, implementation and installation of software, hardware and other equipment for a public safety wireless mesh network to provide wireless connectivity for City personnel and (ii) the acquisition, implementation and installation of radio system infrastructure including a radio tower, storage building and equipment.

"Purchaser" has the meaning given to such term in Section 7.01(a).

"Record Date" means the fifteenth day of the month next preceding an Interest Payment Date.

"Register" means the certificate register specified in Section 3.06(a) of this Ordinance.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"SID" means any person designated by the State of Texas or an authorized department, officer or agency thereof, as and determined by the SEC or its staff to be a state information depository within the meaning of the Rule from time to time.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Notes as the same become due and payable and remaining unclaimed by the Owners of such Notes for 90 days after the applicable payment date.

Section 1.02. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) If the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE NOTES

Section 2.01. Tax Levy for Payment of the Notes.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Notes, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Notes, being (i) the interest on the Notes, and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent per annum (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter while the Notes or interest thereon remain outstanding and unpaid, a tax within legal limitations on each $100 assessed valuation of taxable property in the City that is sufficient to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and deposited in the Interest and Sinking Fund for the payment of the debt service requirements on the Notes, and the tax shall not be diverted to any other purpose.

(d) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Notes when and as due and payable in accordance with their terms and this Ordinance.

(e) If the liens and provisions of this Ordinance shall be released in a manner permitted by Article XI hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Notes, there shall be subtracted the amount of any Notes for which money has been deposited in accordance with Article XI herein.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.01. Authorization.

The City's Tax Notes to be designated "City of Plano, Texas, Tax Notes, Series 2008" (the "Notes"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas and the Charter of the City, particularly the Act and Chapter 9.22 of the Charter of the City. The Notes shall be issued in the aggregate principal amount of $17,075,000 for the public purposes of (i) paying the costs of the Project and (ii) paying for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Notes.

Section 3.02. Date, Denomination, Maturities and Interest.

(a) The Notes shall be dated January 15, 2008. The Notes shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Note, which shall be numbered T-1.

(b) The Notes shall mature on March 1 in the years and in the principal amounts set forth in the following schedule:

Years	Principal Amount	Interest Rates	Years	Principal Amount	Interest Rates
2009	$		2013	$	
2010			2014		
2011			2015		
2012					

(c) Interest shall accrue and be paid on each Note respectively until its maturity, from the later of the Note Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until maturity. Interest on the Notes shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Notes shall be paid in lawful money of the United States of America.

(b) Interest on the Notes shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the

City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be given at least five Business Days prior to the Special Record Date to each Owner of a Note appearing on the Register at the close of business on the last Business Day next preceding the date of such notice either by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the Register.

(c) Interest on each Note shall be paid to each Owner by (i) wire transfer to the bank account, if any, for such Owner on file with the Paying Agent/Registrar pursuant to such Owner's written instructions and at the risk and expense of such Owner, (ii) by check dated as of the Interest Payment Date, and sent on or before the Interest Payment Date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or (iii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid at the risk and expense of such Owner.

(d) The principal of each Note shall be paid to the Owner thereof on the maturity date upon presentation and surrender of such Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Notes shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Notes to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment date shall be applied to the next payment or payments on the Notes thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Notes, shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Notes for any further payment of such unclaimed moneys or on account of any such Notes, subject to Title 6 of the Texas Property Code.

Section 3.04. Execution and Registration of Notes.

(a) The Notes shall be executed on behalf of the City by the Mayor and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of said

officers, and such facsimile seal on the Notes shall have the same effect as if the official seal of the City had been manually impressed upon each of the Notes.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Notes ceases to be such officer before the authentication of such Notes or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Note of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Note of Paying Agent/Registrar on all of the Notes. In lieu of the executed Note of Paying Agent/Registrar described above, the Initial Note delivered at the Closing Date shall have attached thereto the Comptroller's Registration Note substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Note shall be evidence that the Note has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Note (the "Initial Note") representing the entire principal amount of all Notes, payable in stated installments to the Purchaser, or its designee, manually signed by the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Note, the Paying Agent/Registrar shall cancel the Initial Note and deliver to DTC on behalf of the Purchaser one registered definitive Note for each year of maturity of the Notes in the aggregate principal amount of all Notes for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except interest will be paid to the person in whose name such Note is registered on the Record Date or Special Record Date, as applicable), whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Note shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Notes remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the "Register") in

which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Notes in accordance with this Ordinance.

(b) The ownership of a Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Note shall be effective until entered in the Register.

(c) The Notes shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Note or Notes of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Notes presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Notes exchanged for other Notes in accordance with this Section.

(d) Each exchange Note delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Notes. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Note.

Section 3.07. Cancellation.

All Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records shall be made regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Notes in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Notes.

(a) Following the delivery and registration of the Initial Note and pending the preparation of definitive Notes, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Notes that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Notes in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Notes may determine, as evidenced by their signing of such temporary Notes.

(b) Until exchanged for Notes in definitive form, such Notes in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Notes in definitive form; then, upon the presentation and surrender of the Notes in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Notes in temporary form and shall authenticate and deliver in exchange therefor Notes of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Notes in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Notes.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note if it has become due and payable or may pay such Note when it becomes due and payable.

(e) Each replacement Note delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

Section 3.10. Book-Entry Only System.

(a) The definitive Notes shall be initially issued in the form of a separate typewritten fully registered Note for each of the maturities thereof. Upon initial issuance, the ownership of such Notes shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.11 hereof, all of the outstanding Notes shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than a Noteholder, as shown on the Register, of any notice with respect to the Notes, or (iii) the payment to any DTC Participant or any other person, other than a Noteholder, as shown in the Register of any amount with respect to principal of or interest on the Notes. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Register as the absolute owner of such Note for the purpose of payment of principal of and interest on the Notes, for the purpose of all matters with respect to such Note, for the purpose of registering transfer with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Notes only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys or representatives duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Notes to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Letter of Representations previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Notes.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations of the City to DTC, and that it is in the best interest of the beneficial owners of the Notes that they be able to obtain certificated Notes, or in the event DTC discontinues the services described herein, the Issuer or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Notes shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Notes are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Notes, and all notices with respect to such Notes, shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE IV

NO REDEMPTION OF NOTES BEFORE MATURITY

Section 4.01. No Redemption.

The Notes shall not be subject to redemption before scheduled maturity.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

The Bank of New York Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Notes.

Section 5.02. Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Notes.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Notes are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination.

The City, upon not less than 60 days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05. Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar to be sent to each Owner by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the Register.

Section 5.06. Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Notes to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE NOTES

Section 6.01. Form Generally.

(a) The Notes, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or

required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association ("CUSIP Numbers")) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Notes, as evidenced by their execution thereof.

(b) Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.

(c) The definitive Notes shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

(d) The Initial Note submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02. Form of the Notes.

The form of the Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows:

(a) Form of Notes.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas
CITY OF PLANO, TEXAS
TAX NOTES
SERIES 2008

INTEREST RATE:	MATURITY DATE:	NOTE DATE:	CUSIP NUMBER:
_____	March 1, ____	January 15, 2008	_____ ___

The City of Plano, Texas (the "City"), in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Note Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing September 1, 2008.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the designated office in East Syracuse, New York, of The Bank of New York Trust Company, N.A., as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note shall be paid either by (i) wire transfer to the bank account, if any, of the registered owner on file with the Paying Agent/Registrar pursuant to such registered owner's written instructions and at the risk and expense of such registered owner, (ii), by check dated as of the interest payment date, and sent on or before the interest payment date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the physical address of such owner as appears in the registration books of the Paying Agent/Registrar or (iii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid, provided that the registered owner shall bear all risk and expense of such interest payment method. For the purpose of the payment

of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the "Record Date," which shall be the fifteenth day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be given at least five Business Days prior to the Special Record Date to each owner of a Note appearing in the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of such notice either by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the registration books of the Paying Agent/Registrar.

If the date for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

This Note is one of a series of fully registered notes specified in the title hereof issued in the aggregate principal amount of $17,075,000 (herein referred to as the "Notes"), issued pursuant to a certain ordinance of the City Council of the City (the "Ordinance") for the purposes of paying the costs of the Project as described in the Ordinance and for the payment of professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Notes.

The Notes and the interest thereon are payable from the levy of a direct and continuing ad valorem tax, within the limit prescribed by law, against all taxable property in the City as described and provided in the Ordinance.

This Note is not subject to redemption prior to maturity.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; then, one or more new fully registered Notes of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the

Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note is overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Notes have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Note to be executed by the manual or facsimile signature of the Mayor of the City and countersigned by the manual or facsimile signature of the City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Note.

_____	_____
City Secretary, City of Plano, Texas	Mayor, City of Plano, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Notes if such certificate on the Initial Note is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Note has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the City of Plano, Texas, and that this Note has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Note if the executed Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Note of this series of Notes was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Notes referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK TRUST COMPANY, N.A., as Paying Agent/Registrar

Dated: _____ By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee):

_____

_____

(Social Security or other identifying number: _____) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Note shall be in the form set forth in paragraphs (a) through (d) of this Section, except for the following alterations:

(i) immediately under the name of the Note, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER:" shall be deleted;

(ii) in the first paragraph of the Note, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on March 1 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

Years	Principal Installments	Interest Rate
	(Information to be inserted from schedule in Section 3.02 of this Ordinance)	

(iii) the Initial Note shall be numbered T-1.

Section 6.03. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Notes. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Notes shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys approving said Notes as to legality are to be held responsible for CUSIP Numbers incorrectly printed on the Notes.

Section 6.04. Legal Opinion.

The approving legal opinions of Vinson & Elkins L.L.P., Dallas, Texas, Bond Counsel, may be attached to each Note over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 6.05. Municipal Bond Insurance. If municipal bond guaranty insurance is obtained with respect to the Notes, the Notes, including the Initial Note, may bear an appropriate legend, as provided by the insurer.

ARTICLE VII

SALE AND DELIVERY OF NOTES, CREATION OF FUNDS, DEPOSIT OF PROCEEDS

Section 7.01. Sale of Notes, Official Statement.

(a) The Notes, having been duly advertised for public sale and a bid or bids received pursuant thereto, are hereby officially sold and awarded to _____ (the "Purchaser"), having submitted the bid which produced the lowest true interest cost to the City for a purchase

price equal to the principal amount thereof, plus a premium of $_____, plus accrued interest thereon to the date of initial delivery. The Notes shall initially be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Notes, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and City Secretary of the City are each hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The City Secretary of the City is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Notes by the Purchaser is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of Notes, as they may deem appropriate in order to consummate the delivery of the Notes in accordance with the provisions and terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Notes to the Attorney General of the State of Texas for examination and approval of such Notes, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Notes or (ii) $9,500).

Section 7.02. Control and Delivery of Notes.

(a) The Mayor of the City is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Notes shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for

the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 7.03. Creation of Funds.

The City hereby establishes the following funds or accounts:

(a) the City of Plano, Texas, Tax Notes, Series 2008, Interest and Sinking Fund (the "Interest and Sinking Fund"); and

(b) the City of Plano, Texas, Tax Notes, Series 2008, Project Fund (the "Project Fund").

Section 7.04. Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Notes from the Note Date to the Closing Date shall be deposited to the Interest and Sinking Fund.

(b) The remainder of the proceeds of the Notes shall be deposited to a Project Fund and shall be used to pay the costs of the Project and the costs of issuing the Notes.

Section 7.05. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 of this Ordinance shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Notes.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Notes plus the aggregate amount of interest due and that will become due and payable on such Notes, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Notes as such become due and payable.

Section 7.06. Project Fund.

The Project Fund shall be used for the purposes set forth in Section 3.01 and for paying expenses incurred in connection with the issuance and delivery of the Notes.

Section 7.07. Excess Note Proceeds.

Upon completion of the Project any amount (exclusive of that amount retained for the payment of costs of such improvements not then due and payable) that remains in the Project Fund shall be transferred to the credit of the Interest and Sinking Fund and segregated in a special escrow account to be used to pay principal of and interest on the Notes on the next ensuing Interest Payment Date.

ARTICLE VIII

INVESTMENTS

Section 8.01. Investments.

(a) Money in the Interest and Sinking Fund and the Project Fund created by this Ordinance, at the option of the City, may be invested in such securities or obligations as permitted under applicable law. The City's Director of Finance, and any other officer of the City authorized to make investments on behalf of the City, are hereby authorized and directed to execute and deliver, on behalf of the City, any and all investment agreements, guaranteed investment contracts or repurchase agreements in connection with the investment of moneys on deposit in the Interest and Sinking Fund and the Project Fund, but only to the extent such investment agreements, guaranteed investment contracts or repurchase agreements are authorized investments under applicable law.

(b) Any securities or obligations in which money in either the Interest and Sinking Fund or the Project Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from the investment of funds deposited pursuant to Section 7.04(b) hereof shall be credited to the Project Fund until completion of the Project; thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Notes.

On or before each Interest Payment Date for the Notes and while any of the Notes are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of the Notes as will accrue or mature on the applicable Interest Payment Date or maturity date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Note; the City will promptly pay or cause to be paid the principal of and interest on each Note on the dates and at the places and manner prescribed in such Note; and the City will, at the times and in the manner prescribed

by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Notes; all action on its part for the creation and issuance of the Notes has been duly and effectively taken; and the Notes in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Provisions Concerning Federal Income Tax Exclusion.

The City intends that the interest on the Notes shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Notes to be includable in the gross income, as defined in section 61 of the Code, for purposes of federal income tax purposes. In particular, the City covenants and agrees to comply with each requirement of Sections 9.03 through 9.10, inclusive; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.03 through 9.10, inclusive, if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Notes or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in Sections 9.03 through 9.10, inclusive, will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in Sections 9.03 through 9.10, inclusive.

Section 9.04. No Private Use or Payment and No Private Loan Financing.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Notes are delivered, that the proceeds of the Notes will not be used in a manner that would cause the Notes to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover the City covenants and agrees that it will make such use of the proceeds of the Notes, including interest or other investment income derived from Note proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Notes will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations and the Regulations promulgated thereunder.

Section 9.05. No Federal Guarantee.

The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Notes to be "federally guaranteed" within the meaning of section 149(b) of the Code and the applicable

Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

Section 9.06. No Hedge Bonds.

The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Notes to be "hedge bonds" within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

Section 9.07. No-Arbitrage Covenant.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Notes are delivered, the City will reasonably expect that the proceeds of the Notes will not be used in a manner that would cause the Notes to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Notes including interest or other investment income derived from Note proceeds, regulate investments of proceeds of the Notes, and take such other and further action as may be required so that the Notes will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

Section 9.08. Arbitrage Rebate.

If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Notes (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Notes as may be required to calculate the amount earned on the investment of the gross proceeds of the Notes separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Notes which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Notes or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Notes that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 9.09. Information Reporting.

The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Notes are issued, an information statement concerning the Notes, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

Section 9.10. Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Sections 9.03 through 9.09, inclusive, shall survive the defeasance and discharge of the Notes.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, which default materially and adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Notes then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge.

The Notes may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Annual Reports.

(a) The City shall provide annually to each NRMSIR and to any SID, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to each NRMSIR and to any SID.

(b) If the City changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is

available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(d) Any filing required to be made pursuant to this Article may be made through the facilities of DisclosureUSA or such other central post office as may be approved in writing by the SEC for such purpose. Any such filing made through such central post office will be deemed to have been filed with each NRMSIR and SID or MSRB as if such filing had been made directly to such entity.

Section 12.02. Material Event Notices.

(a) The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Notes, if such event is material within the meaning of the federal securities laws:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax exempt status of the Notes;

(vii) modifications to rights of Owners;

(viii) bond calls;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Notes; and

(xi) rating changes.

(b) The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 12.01 of this Ordinance by the time required by such Section.

Section 12.03. Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Notes within the meaning of the Rule, except that the City in any event will give

notice of any deposit made in accordance with Article XI that causes Notes no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Notes, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Notes at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY NOTE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Notes in the primary offering of the Notes in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Notes consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Notes. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains outstanding except as permitted in this Section and Section 12.03(e). The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Notes holding a majority in aggregate principal amount of the Notes then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Notes, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Notes, reduce the principal amount thereof, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Notes, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Notes required to be held by Owners for consent to any such amendment, addition, or rescission.

Section 13.02. Attorney General Modification.

In order to obtain the approval of the Notes by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Notes and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary of the City and the City Secretary of the City shall insert such changes into this Ordinance as if approved on the date hereof.

FINALLY PASSED, APPROVED AND EFFECTIVE this January 28, 2008.

_____
Mayor, City of Plano

ATTEST:

_____
City Secretary
City of Plano, Texas

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XII of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

2. Statistical and financial data set forth in Tables numbered 1 through 6 and 8 through 14, each inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☐ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget	☐ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☐ Yes	☐ Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:		City Manager		1/23/08
Agenda Coordinator (include phone #):	**Brianna Alvarado X7479**			

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS TO CONSIDER AND TAKE ACTION ON AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF PLANO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE BONDS, SERIES 2008; AWARDING THE SALE THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

FINANCIAL SUMMARY

☒ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,085,000	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

The sale of $2,085,000 in Municipal Drainage Utility System Revenue Bonds is for various drainange and erosion projects throughout the City and to fund a debt reserve fund and to pay the cost of issuance associated with the sale of the Bonds.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies

REV 08/98

3-1

BOND ORDINANCE

CITY OF PLANO, TEXAS
MUNICIPAL DRAINAGE UTILITY SYSTEM
REVENUE BONDS
SERIES 2008

Adopted: January 28, 2008

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Exhibit A - Description of Annual Disclosure of Financial Information

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF CITY OF PLANO, TEXAS, MUNICIPAL DRAINAGE UTILITY SYSTEM REVENUE BONDS, SERIES 2008; AWARDING THE SALE THEREOF; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, pursuant to authority conferred by Subchapter C of Chapter 402 of the Texas Local Government Code, the City Council (the "City Council") of the City of Plano, Texas (the "City"), established the City of Plano, Texas, Municipal Drainage Utility System (the "System");

WHEREAS, the City has previously issued its municipal drainage utility system revenue bonds (the "Previously Issued Bonds"), payable from the Revenues (as hereinafter defined) of the System;

WHEREAS, the City has reserved the right and option to issue, under certain conditions, Additional Bonds (as hereinafter defined), payable from the Revenues, on a parity as to lien and right with such Previously Issued Bonds;

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of System revenue bonds to finance the costs of drainage improvements, including the acquisition, construction and repair of structures, equipment and facilities for the System;

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

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

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.01 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance, the following terms shall have the meanings specified below:

"Act" means Subchapter C of Chapter 402 of the Texas Local Government Code, as amended.

"Accountant" means a certified public accountant.

"Additional Bonds" means revenue bonds or other evidences of indebtedness issued or entered into, as the case may be, in the future in accordance with the terms and conditions

provided in Section 9.02 hereof and, by their terms, are equally and ratably secured by a parity lien on and pledge of the Revenues of the System.

"Average Annual Debt Service" means an amount which, at the time of computation, is derived by dividing the total amount of Debt Service to be paid over a period of years as the same is scheduled to become due and payable by the number of years taken into account in determining the total Debt Service. Capitalized interest payments provided from bond proceeds shall be excluded in making the aforementioned computation.

"Bonds" means the "City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2008," dated January 15, 2008, authorized by this Ordinance.

"City" means the incorporated municipality known as the City of Plano located in Collin and Denton Counties, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Credit Facility" means (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, provided that a Rating Agency having an outstanding rating on such obligations would rate such obligations which are fully insured by a standard policy issued by the issuer in its two highest generic rating categories for such obligations; and (ii) a letter or line of credit issued by any financial institution, provided that a Rating Agency having an outstanding rating on the Bonds would rate the Bonds in its two highest generic rating categories for such obligations if the letter or line of credit proposed to be issued by such financial institution secured the timely payment of the entire principal amount of the Bonds and the interest thereon.

"Debt Service" means as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations required to be redeemed or prepaid as to principal prior to maturity, the principal amounts thereof will be redeemed prior to maturity in accordance with such applicable mandatory redemption.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named herein, its office in East Syracuse, New York, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Fiscal Year" means the twelve-month financial accounting period used by the City in connection with the operation of the System which may be any twelve consecutive month period established by the City.

"Government Obligations" means direct obligations of the United States of America, including obligations the principal of and interest on which are fully and unconditionally guaranteed by the United States of America, and United States Treasury obligations such as its State and Local Government Series in book-entry form.

"Initial Bond" means the initial bond authorized by Section 3.04(d) of this Ordinance.

"Interest Payment Date" means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being May 15 and November 15 of each year, commencing November 15, 2008.

"Letter of Representations" means the Blanket Letter of Representation between the City and DTC.

"Maturity Date" means the date specified in Section 3.02 hereof on which the principal of the Bonds is due and payable.

"Net Revenues" means, with respect to any period, Revenues of the System remaining after deducting the System's Operating and Maintenance Expenses for such period.

"Operating and Maintenance Expenses" means all current expenses of operating and maintaining the System, including all salaries, labor, materials, and administrative costs, allocable under generally accepted accounting principles, to the System. Depreciation charges and other costs and disbursements which may be capitalized under generally accepted accounting principles shall not be considered Operating and Maintenance Expenses.

"Outstanding" means when used in this Ordinance with respect to Bonds, Previously Issued Bonds or any Additional Bonds, as the case may be, as of the date of determination, all Bonds, Previously Issued Bonds and any Additional Bonds theretofore sold, issued and delivered by the City, except:

(1) Bonds, Previously Issued Bonds or any Additional Bonds cancelled or delivered to the transfer agent or registrar for cancellation in connection with the exchange or transfer of such obligations;

(2) Bonds, Previously Issued Bonds or any Additional Bonds paid or deemed to be paid in accordance with the provisions of Section 9.08 hereof; and

(3) Bonds, Previously Issued Bonds or any Additional Bonds that have been mutilated, destroyed, lost, or stolen and replacement bonds have been registered and delivered in lieu thereof.

"Owner" means the person who is the registered owner of a Bond, a Previously Issued Bond, or an Additional Bond, as applicable.

"Paying Agent/Registrar" means initially The Bank of New York Trust Company, N.A., or any successor thereto as provided in this Ordinance.

"Previously Issued Bonds" means the bonds of the following issues of the City to be outstanding upon the issuance of the Bonds herein authorized:

(1) Municipal Drainage Utility System Revenue Improvement and Refunding Bonds, Series 1998, dated March 15, 1998;

(2) Municipal Drainage Utility System Revenue Bonds, Series 1999, dated January 15, 1999;

(3) Municipal Drainage Utility System Revenue Bonds, Series 2001, dated September 15, 2001;

(4) Municipal Drainage Utility System Revenue Bonds, Series 2003, dated May 1, 2003;

(5) Municipal Drainage Utility System Revenue Refunding and Improvement Bonds, Series 2005, dated May 15, 2005;

(6) Municipal Drainage Utility System Revenue Bonds, Series 2006, dated February 1, 2006; and

(7) Municipal Drainage Utility System Revenue Bonds, Series 2007, dated May 1, 2007.

"Purchaser" means the initial purchaser of the Bonds designated in Section 8.01(a).

"Rating Agency" means any nationally recognized securities rating agency which has assigned a rating to the Bonds.

"Record Date" means the last business day of the month next preceding an Interest Payment Date.

"Register" means the register specified in Section 3.06(a) of this Ordinance.

"Required Reserve" means the total amount required to be maintained in the Reserve Fund under the provisions of Section 7.04 hereof.

"Reserve Fund Obligations" means cash or investment securities of any of the type or types permitted under Section 7.06 of this Ordinance.

"Revenues" means all annual income, receipts and revenues of every nature derived or received from the operation and ownership (excluding restricted gifts, grants in aid of construction and any amounts received from drainage charges specifically provided by ordinance for contribution to the funding of future drainage system construction) of the System, including earnings and income derived from the investment or deposit of moneys in any special funds or accounts created and established for the payment and security of the Bonds and the Previously Issued Bonds and other obligations payable solely from and secured only by a lien on and pledge of the Revenues of the System.

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"System" means all land, easements and interest in land, together with all structures, equipment and facilities used in draining benefited property (within the meaning of the Act), including, but not limited to, bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses.

Section 1.02 Findings.

(a) The declarations, determinations and findings declared, made and found in the preambles to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01 Pledge of Security.

The City hereby covenants and agrees that all of the Revenues of the System are hereby irrevocably pledged to the payment of the Bonds, the Previously Issued Bonds and Additional Bonds, if issued, and the interest thereon, including the establishment and maintenance of the special funds created and established by this Ordinance, all as hereinafter provided. It is hereby ordained that the Previously Issued Bonds, the Bonds and the interest thereon shall constitute a first lien on such Revenues of the System and be valid and binding in accordance with the terms hereof without any filing or recording thereof (except in the official records of the City), physical delivery of such Revenues or further act by the City, and the lien created on the Revenues for the payment and security of the Bonds shall be prior in right and claim as to any other indebtedness, liability or obligation of the City or the System.

Section 2.02 Rates and Charges.

For the benefit of the Owners of the Previously Issued Bonds and the Bonds and in accordance with the provisions of the Act and other applicable laws of the State of Texas, the City hereby expressly stipulates and agrees, while any of the Previously Issued Bonds and the Bonds are Outstanding, to establish, maintain and impose drainage charges for services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Revenues in each Fiscal year sufficient to pay:

(1) Operating and Maintenance Expenses of the System;

(2) Debt Service on the Previously Issued Bonds, the Bonds and any Additional Bonds then Outstanding;

(3) any required deposits to the Reserve Fund and any contingency fund created for the payment and security of the Previously Issued Bonds, the Bonds and any Additional Bonds; and

(4) all other indebtedness payable from and/or secured in whole or in part by a lien on and pledge of the Revenues of the System.

Section 2.03 Bonds as Special Obligations.

The Bonds and the Previously Issued Bonds are special obligations of the City payable from the pledged Revenues and the Owners thereof shall never have the right to demand payment thereof out of funds raised or to be raised by taxation.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The City's bonds to be designated the "City of Plano, Texas, Municipal Drainage Utility System Revenue Bonds, Series 2008" are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including the Act. The Bonds shall be issued in the aggregate principal amount of $2,085,000 for the purpose of providing funds to (i) pay the costs of drainage improvements, including the acquisition, construction, repair of structures, equipment and facilities for the System, (ii) make a deposit to the Reserve Fund, and (iii) pay the costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated January 15, 2008, shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on May 15 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
2009			2019		
2010			2020		
2011			2021		
2012			2022		
2013			2023		
2014			2024		
2015			2025		
2016			2026		
2017			2027		
2018			2028		

(c) Interest shall accrue and be paid on each Bond respectively until its maturity, or earlier redemption, from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable on each Interest Payment Date until maturity or prior redemption and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

(a) The principal of and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be given at least five Business Days prior to the Special Record Date to each Owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of such notice either by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the Register.

(c) Interest on each Bond shall be paid to each Owner by (i) wire transfer to the bank account, if any, for such Owner on file with the Paying Agent/Registrar pursuant to such Owner's written instructions and at the risk and expense of such Owner, (ii) by check dated as of the Interest Payment Date, and sent on or before the Interest Payment Date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or (iii) by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid at the risk and expense of such Owner.

(d) The principal of each Bond shall be paid to the Owner thereof on the due date (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Bond at the designated office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(f) Unclaimed payments of amounts due hereunder that remain unclaimed by the Owners after the applicable payment or redemption date shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such unclaimed payments pertain. Subject to Title 6, Texas Property Code, payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment on the Bonds thereafter coming due; to the extent any such moneys remain after the retirement of all outstanding Bonds, such moneys shall be paid to the City to be used for any lawful purpose.

Thereafter, neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the City, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Bond (the "Initial Bond"), representing the entire principal amount of the Bonds, payable in stated installments to the Purchaser or its designee, such Initial Bond to be executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser one typewritten Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and

receiving payment of the interest thereon (subject to the provisions herein that for the Bonds interest is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated/Payment Transfer Office a register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred and exchanged only upon the presentation and surrender of the Bond to the Paying Agent/Registrar. A Bond may be assigned by the execution of an assignment form on the Bond or by other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office of the Paying Agent/Registrar, or sent by United States mail, first class, postage prepaid, to the new registered owner or his designee. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

Section 3.07 Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are

authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the Securities Exchange Act of 1934.

Section 3.08 Temporary Bonds.

(a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.10 Book-Entry-Only System.

(a) The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the Letter of Representations.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on Bonds, for the purpose of giving notices of redemption and other

matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys or representatives duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the registered owner at the close of business on the Record Date or Special Record Date, as applicable, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Letter of Representations previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the Letter of Representations.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.02 Optional Redemption.

(a) The City reserves the option to redeem the Bonds maturing on and after May 15, 2018, in whole or in part, before their respective scheduled maturity dates, on November 15, 2017, or on any date thereafter, such redemption date or dates to be fixed by the City, at a redemption price equal to the principal amount thereof plus accrued interest to the redemption date.

(b) The City, at least 45 days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Bonds to be redeemed.

Section 4.03 Partial Redemption.

(a) If less than all of the Bonds subject to redemption are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturities and in such principal amounts, for redemption.

(b) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each $5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the City in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.04 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed either by (i) electronic means to the electronic address, if

any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The Paying Agent/Registrar shall also send notice of redemption to two national information services that disseminate notices of redemption by a secured means that permits the Paying Agent/Registrar to verify the date of mailing. The Paying Agent/Registrar shall send a second notice of redemption to each Owner not more than 90 days after the redemption date, if such Owner is required to and has not presented Bonds for redemption within 30 days of the redemption date.

Section 4.05 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date, and the Paying Agent/ Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of such Bond to the date of redemption from the money set aside for such purpose. Interest on any such Bond called for redemption shall be paid to the Owner in accordance with the provisions of Section 3.03 of this Ordinance.

Section 4.06 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption; thereafter, unless the City defaults in its obligation to make provision for the payment of the principal thereof and accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for the payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear or accrue interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.07 Limitation on Transfer.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, that such limitation shall not apply to the uncalled principal balance of a Bond called for redemption in part.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The Bank of New York Trust Company, N.A., is hereby appointed as the initial Paying Agent/Registrar for the Bonds.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The signature of the Mayor shall be attested by the City Secretary of the City.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04 Termination.

The City, upon not less than 60 days notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by one or more of the methods for giving notice of redemption set forth in Section 4.04(a), stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article with such appropriate insertions, omissions, substitutions and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association ("CUSIP Numbers")) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds, if any, shall be typewritten, photocopied, printed, lithographed or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof, except that so long as DTC is the securities depository for the Bonds as described in Section 3.10 hereof, the definitive Bonds may be typewritten and photocopied or otherwise reproduced.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of the Bonds.

The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying

Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as follows:

(a) Form of Bonds.

REGISTERED
No. _____

REGISTERED:
$_____

United States of America
State of Texas
Counties of Collin and Denton
CITY OF PLANO, TEXAS
MUNICIPAL DRAINAGE UTILITY SYSTEM
REVENUE BOND
SERIES 2008

INTEREST RATE:	MATURITY DATE:	BOND DATE:	CUSIP NUMBER:
_____	May 15, ____	January 15, 2008	_____ ___

The City of Plano, Texas (the "City"), in the Counties of Collin and Denton, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Bond Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on May 15 and November 15 of each year, commencing November 15, 2008.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the designated office in East Syracuse, New York, of The Bank of New York Trust Company, N.A., as Paying Agent/Registrar (the "Designated Payment/Transfer Office"), or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

Interest on this Bond is payable to the registered owner of this Bond on or before the interest payment date either by (i) wire transfer to the bank account, if any, for such registered owner on file with the Paying Agent/Registrar pursuant to such registered owner's written instructions and at the risk and expense of such registered owner, (ii) by check dated as of the interest payment date, and sent on or before the interest payment date by first-class United States mail, postage prepaid, by the Paying Agent/Registrar to the registered owner at the physical address of such owner as appears in the registration books of the Paying Agent/Registrar or (iii)

by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid, provided that the registered owner shall bear all risk and expense of such interest payment method. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled payment date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be given at least five Business Days prior to the Special Record Date to each owner of a Bond appearing in the registration books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of such notice either by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the registration books of the Paying Agent/Registrar.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of $2,085,000,000 (herein referred to as the "Bonds"), issued pursuant to Subchapter C, Chapter 402, Texas Local Government Code, as amended, and a certain ordinance of the City (the "Ordinance"). Capitalized terms used herein and not otherwise defined shall have the meaning assigned thereto in the Ordinance. The Bonds are being issued for the purpose of providing funds to make certain improvements to the System, to make a deposit to the reserve fund and to pay the costs of issuing the Bonds.

The Bonds, together with certain outstanding parity lien revenue bonds of the City (the "Previously Issued Bonds"), constitute special obligations of the City and are payable solely from and equally secured by a first lien on and pledge of the Revenues of the System. The Bonds and the Previously Issued Bonds do not constitute a legal or equitable pledge, charge, lien or encumbrance upon any property of the City or the System, except with respect to the Revenues.

The City expressly reserves the right to issue additional revenue obligations in all things on a parity with the Bonds and the Previously Issued Bonds, payable solely from and equally secured by a first lien on and pledge of the Revenues of the System; provided, however, that any and all such additional obligations may be so issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Ordinance to which reference is hereby made for more complete and full particulars.

The City has reserved the option to redeem the Bonds maturing on and after May 15, 2018, in whole or in part before their respective scheduled maturity dates, on November 15, 2017, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed either by (i) electronic means to the electronic address, if any, on file with the Paying Agent/Registrar, or (ii) first-class United States mail, postage prepaid, at the physical address shown on the Register. Notice having been so given, the Bonds or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice, and from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within 45 days of the date fixed for redemption; provided, however, that such limitation shall not apply to the uncalled principal balance of a Bond called for redemption in part.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the "Record Date" or the "Special Record Date", as applicable) and for all other purposes, whether or not this Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds to render the same lawful and valid have been properly done and have happened in regular and due time, form and manner as required by law; that the Bonds do not exceed any constitutional or statutory limitation; and that provision has been made for the payment of the principal of and interest on the Bonds by irrevocably pledging the Revenues of the System, as hereinabove recited.

The owner hereof shall never have the right to demand payment of this Bond out of any funds raised or to be raised by taxation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signatures of the Mayor and City Secretary of the City, and the official seal of the City has been duly impressed or placed in facsimile on this Bond.

_____	_____
City Secretary, City of Plano, Texas	Mayor, City of Plano, Texas

[SEAL]

(b) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such Certificate on the Initial Bond is fully executed.

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding special obligation of the City of Plano, Texas, payable from the revenues pledged to its payment by and in the ordinance authorizing same, and that said Bond has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

_____
Comptroller of Public Accounts of
the State of Texas

[SEAL]

(c)

Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of Bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Bonds referred to in the within-mentioned Ordinance.

THE BANK OF NEW YORK TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Dated: _____ By: _____
Authorized Signature

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED _____ (the "Transferor"), the undersigned, hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee:

_____

_____

(Social Security or Federal Employer Identification No. _____) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ as attorney to transfer the within bond on the books kept for registration therefor, with full power of substitution in the premises.

_____

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner satisfactory to the Paying Agent/Registrar.

Date: _____
Signature Guaranteed:

_____
Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Section, except for the following alterations:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and the words "CUSIP NUMBER:" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date specified above" shall be deleted and the following will be inserted: "on May 15 in each of the years, in the principal installments, and bearing interest at the per annum rates in accordance with the following schedule:

Years	Principal Installments	Interest Rates"

(Information to be inserted from schedule in Section 3.02 of this Ordinance)

(iii) the Initial Bond shall be numbered T-1.

Section 6.03 CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP Numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the City nor bond counsel to the City are to be held responsible for CUSIP Numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinions of Vinson & Elkins L.L.P., Dallas, Texas, may be printed on the reverse side of or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

FUNDS AND ACCOUNTS

Section 7.01 Creation of Funds.

All revenues derived from the operation of the System shall be kept separate from other funds of the City. To that end, creation of the following special Funds is hereby confirmed:

(a) "City of Plano, Texas Municipal Drainage Utility System Fund," hereinafter called the "System Fund."

(b) "City of Plano, Texas Municipal Drainage Utility System Reserve Fund," hereinafter called the "Reserve Fund."

(c) "City of Plano, Texas Municipal Drainage Utility System Bond Fund," hereinafter called the "Bond Fund."

Section 7.02 System Fund.

(a) The City hereby covenants and agrees that the Revenues of the System (excluding earnings and income derived from investments held in the Bond Fund and the Reserve Fund) shall be deposited as collected to the credit of the System Fund. All revenues deposited in the System Fund shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

First: To the payment of the amounts required to be deposited in the Bond Fund for the payment of Debt Service on the Bonds and the Previously Issued Bonds as the same becomes due and payable.

Second: To the payment of the amounts required to be deposited in the Reserve Fund to maintain the Required Reserve in accordance with the provisions of this Ordinance or any other ordinance relating to the issuance of Additional Bonds.

(b) Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be transferred to the City's general fund or used for any lawful purpose.

Section 7.03 Bond Fund.

(a) Moneys on deposit in the Bond Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds and the Previously Issued Bonds as the same becomes due and payable. The City hereby covenants that there shall be deposited into the Bond Fund from the System Fund an amount sufficient to pay the principal of and interest on the Bonds and the Previously Issued Bonds when due, either at maturity or prior redemption. Deposits to the Bond Fund shall be made in substantially equal monthly installments on or before the 10th day of each month, beginning the month next following the delivery of the Bonds to the Purchaser.

(b) The required monthly deposits to the Bond Fund for the payment of principal of and interest on the Bonds shall continue to be made as hereinabove provided until (i) the total amount on deposit in the Bond Fund and the Reserve Fund is equal to the amount required to fully pay and discharge all Outstanding Bonds or (ii) the Bonds are no longer Outstanding.

(c) Accrued interest and premium, if any, received from the sale of the Bonds, as well as earnings derived from the investment of moneys in the Bond Fund, shall be deposited to the credit of the Bond Fund and taken into consideration in determining the amount of the monthly deposits hereinabove required to be deposited in the Bond Fund from the Revenues of the System.

Section 7.04 Reserve Fund.

(a) All funds deposited to the credit of the Reserve Fund (excluding investment or deposit earnings and income which may be transferred to the System Fund during such periods as there is on deposit in the Reserve Fund the Required Reserve) shall be used solely for the payment of the principal of and interest on the Bonds and the Previously Issued Bonds when due (whether at maturity or upon a mandatory redemption date) to the extent that other funds available for such purposes are insufficient, and, in addition, may be used to the extent not required to maintain the "Required Reserve," to pay, or provide for the payment of, the final principal amount of a series of Additional Bonds, if issued, that is no longer deemed to be "Outstanding" as such term is defined herein.

(b) The total amount to be maintained in the Reserve Fund by reason of the issuance of the Bonds shall be an amount equal to the Average Annual Debt Service for the Bonds and the Previously Issued Bonds (calculated on a Fiscal Year basis), and hereinafter referred to as the "Required Reserve."

(c) When Additional Bonds are issued, the Required Reserve shall be increased, if required, to an amount equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all bonds Outstanding, as determined on the date of issuance of each series of Additional Bonds, and annually following each principal payment date or redemption date for the Bonds, the Previously Issued Bonds and any Additional Bonds Outstanding, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of Section 148 of the Code and regulations promulgated thereunder.

(d) While cash and investments in the Reserve Fund total not less than the Required Reserve, no deposits need be made to the credit of the Reserve Fund. If and when the Reserve Fund at any time contains less than the Required Reserve, the City covenants and agrees to cure the deficiency in the Required Reserve by making monthly deposits on or before the 10th day of each month to said Fund from the Revenues in amounts equal to not less than 1/60th of the then total Required Reserve to be maintained in said Fund until the total Required Reserve then to be maintained in said Fund has been fully restored. The City further covenants and agrees that, subject only to the payments to be made to the Bond Fund, the Revenues shall be applied and appropriated and used to maintain the Required Reserve and to cure any deficiency in such amounts as required by the terms of this Ordinance and any other ordinance pertaining to the issuance of Additional Bonds.

(e) During such time as the Reserve Fund contains the total Required Reserve, the City may, at its option, withdraw all surplus in the Reserve Fund in excess of the Required Reserve and deposit such surplus in the System Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(f) At any time after all of the Previously Issued Bonds dated on or before May 1, 2003, have been paid, refunded or cancelled and are no longer outstanding, the provisions of

subparagraphs (g) through (n) of this Section 7.04 shall apply and the provisions contained in (a) through (e) above shall be of no force and effect.

(g) The City covenants and agrees that it will continuously maintain in the Reserve Fund an amount of Reserve Fund Obligations equal to not less than the Average Annual Debt Service on the Bonds and the Previously Issued Bonds (the "Required Reserve"), and that upon issuance of Additional Bonds, the Required Reserve shall be increased, if required, to an amount equal to the lesser of (i) the Average Annual Debt Service (calculated on a Fiscal Year basis) for all bonds Outstanding, as determined on the date of issuance of each series of Additional Bonds, and annually following each principal payment date or redemption date for the Bonds, the Previously Issued Bonds and any Additional Bonds Outstanding, as the case may be, or (ii) the maximum amount in a reasonably required reserve fund that can be invested without restriction as to yield pursuant to Subsection (d) of Section 148 of the Code and regulations promulgated thereunder. For so long as the funds on deposit in the Reserve Fund are equal to the Required Reserve, no additional deposit need be made therein, but should the Reserve Fund at any time contain less than the Required Reserve, then, subject and subordinate to making the required deposits to the credit of the Bond Fund, the City shall restore such deficiency by depositing additional Reserve Fund Obligations into the Reserve Fund in monthly installments of not less than 1/60th of the Required Reserve on or before the 10th day of each month following such deficiency, termination, or expiration. The money on deposit in the Reserve Fund shall be used solely for the purpose of paying the principal of and interest on the Bonds, the Previously Issued Bonds and any Additional Bonds at any time there are not sufficient moneys on deposit in the Bond Fund.

(h) The City may, at its option, withdraw all surplus in the Reserve Fund over the Required Reserve and deposit the same in the System Fund; provided, however, that to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(i) For the purpose of determining compliance with the requirements of subsection (g) of this Section, Reserve Fund Obligations shall be valued each year as of the last day of the City's fiscal year at their cost or market value, whichever is lower, except that any direct obligations of the United States (State and Local Government Series) held for the benefit of the Reserve Fund in book-entry form shall be continuously valued at their par value or face principal amount.

(j) To the extent permitted by, and in accordance with applicable law and upon approval of the Attorney General of the State of Texas, the City may replace or substitute a Credit Facility for cash or investment securities, of any of the type or types permitted by Section 7.06 hereof, on deposit in the Reserve Fund or in substitution or replacement of any existing Credit Facility. Upon such replacement or substitution, cash or investment securities of any of the types permitted by Section 7.06 hereof, on deposit in the Reserve Fund which, taken together with the face amount of any existing Credit Facilities, are in excess of the Required Reserve may be withdrawn by the City, at its option, and transferred to the System Fund; provided that the face amount of any Credit Facility may be reduced at the option of the City in lieu of such transfer. However, to the extent such surplus monies constitute bond proceeds,

including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used. Any interest due on any reimbursement obligation under the Credit Facility shall not exceed the highest lawful rate of interest which may be paid by the City.

(k) If the City is required to make a withdrawal from the Reserve Fund, the City shall promptly notify the issuer of such Credit Facility of the necessity for a withdrawal from the Reserve Fund, and shall make such withdrawal first from available moneys or investment securities then on deposit in the Reserve Fund, and next from a drawing under any Credit Facility to the extent of such deficiency.

(l) In the event of a deficiency in the Reserve Fund, or in the event that on the date of termination or expiration of any Credit Facility there is not on deposit in the Reserve Fund sufficient Reserve Fund Obligations, all in an aggregate amount at least equal to the Required Reserve, then the City shall, after making required deposits to the Bond Fund in accordance with the terms of this Ordinance, satisfy the Required Reserve by depositing additional Reserve Fund Obligations into the Reserve Fund in monthly installments of not less than 1/60th of the Required Reserve on or before the 10th day of each month following such deficiency, termination or expiration.

(m) In the event of the redemption or defeasance of any of the Outstanding Bonds, any Reserve Fund Obligations on deposit in the Reserve Fund in excess of the Required Reserve may be withdrawn and transferred, at the option of the City, to the System Fund, as a result of (i) the redemption of the Outstanding Bonds, or (ii) funds for the payment of the Outstanding Bonds having been deposited irrevocably with the paying agent or place of payment therefor in the manner described in this Ordinance, the result of such deposit being that such Outstanding Bonds no longer are deemed to be Outstanding under the terms of this Ordinance. However, to the extent such surplus monies constitute bond proceeds, including interest and income derived therefrom, such amounts shall not be deposited to the System Fund and shall only be used for the purposes for which bond proceeds may be used.

(n) In the event there is a draw upon the Credit Facility, the City shall reimburse the issuer of such Credit Facility for such draw in accordance with the terms of any agreement pursuant to which the Credit Facility is issued from Net Revenues; however, such reimbursement from Net Revenues shall be subject to the provisions of subparagraph (k) hereof, and shall be subordinate and junior in right of payment to the payment of principal of and premium, if any, and interest on the Bonds.

Section 7.05 Deficiencies; Excess Revenues.

(a) If on any occasion there shall not be sufficient Revenues of the System to make the required deposits into the Bond Fund and the Reserve Fund, then such deficiency shall be cured as soon as possible from the next available Revenues of the System, or from any other sources available for such purpose.

(b) Subject to making the required deposits to the Bond Fund and the Reserve Fund in accordance with the provisions of this Ordinance, the ordinances authorizing the issuance of

the Previously Issued Bonds, or any ordinance authorizing the issuance of Additional Bonds, the excess Revenues may be transferred to the City's general operating fund or used by the City for any lawful purpose.

Section 7.06 Security of Funds.

(a) Money in any Fund may, at the option of the City, be invested in funds and obligations authorized and identified in the Public Funds Investment Act, as amended (to the extent such funds and obligations are also authorized under the City's investment policy), or other applicable law; provided, however, that until such time as the Previously Issued Bonds dated on or before May 1, 2003, are no longer Outstanding, the investment of moneys held in the Bond Fund and the Reserve Fund shall be restricted to time deposits or certificates of deposit secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, including investments held in book-entry form, in direct obligations of the United States of America and obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations. All deposits and investments shall be made in such a manner that the money required to be expended from any Fund will be available at the proper time or times and, until such time as the Previously Issued Bonds dated on or before May 1, 2003, are no longer Outstanding, the maximum stated maturity for any investment acquired with money in the Reserve Fund shall be limited to five (5) years from the date of the investment of such money. Investments (except State and Local Government Series investments held in book-entry form, which shall at all times be valued at cost) shall be valued in terms of current market value within 45 days of the close of each Fiscal Year and, with respect to investments held for the account of the Reserve Fund, within 30 days of the date of passage of each ordinance authorizing the issuance of Additional Bonds. All interest and income derived from deposits and investments in the Bond Fund immediately shall be credited to, and any losses debited to, the Bond Fund. All interest and interest income derived from deposits in and investments of the Reserve Fund shall, subject to the limitations provided in Section 7.04 hereof, be credited to and deposited in the System Fund. All investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or any Previously Issued Bonds.

(b) To the extent amounts deposited to the credit of any Funds referenced herein are not invested, such uninvested amounts shall be secured in the manner and to the fullest extent required by laws of the State of Texas for the security of public funds.

ARTICLE VIII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01 Sale of Bonds; Official Statement.

(a) The Bonds, having been duly advertised for public sale and a bid or bids received pursuant thereto, are hereby officially sold and awarded to _____ (the "Purchaser"), having submitted the bid which produces the lowest true interest cost to the City for a purchase price

equal to the principal amount thereof, plus accrued interest thereon to the date of initial delivery. The Bonds shall initially be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Bonds, and any addenda, supplement or amendment thereto, and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted and the Preliminary Official Statement is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Mayor and the City Secretary of the City are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Purchaser. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Mayor of the City and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The City Secretary of the City is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement, and the preliminary public offering of the Bonds by the Purchaser is hereby ratified, approved and confirmed.

(c) All officers of the City are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of sale therefor. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount to be the lesser of (i) 1/10th of 1% of the principal amount of the Bonds or (ii) $9,500).

(d) The obligation of the Purchaser to accept delivery of the Bonds is subject to the Purchaser being furnished with the final, approving opinion of Bond Counsel for the City, which opinions shall be dated and delivered on the Closing Date.

Section 8.02 Control and Delivery of Bonds.

(a) The Mayor is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant City Secretary, respectively, shall be authorized to execute such documents and take such actions, and

the performance of such duties by the Mayor Pro Tem and the Assistant City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

Section 8.03 Deposit of Proceeds.

(a) All amounts received on the Closing Date as accrued interest on the Bonds from the Bond Date to the Closing Date shall be deposited to the Bond Fund and applied to the first payment of interest due on the Bonds.

(b) An amount equal to $_____ shall be deposited to the Reserve Fund.

(c) The remaining balance received on the Closing Date shall be deposited to a special construction account of the City and shall be used to pay the costs of drainage improvements, including the acquisition, construction, repair of structures, equipment and facilities for the System and the costs of issuing the Bonds.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of Bonds.

While any of the Bonds are Outstanding, the Director of Finance (or other designated financial officer of the City) shall cause to be transferred to the Paying Agent/Registrar, from funds on deposit in the Bond Fund, and, if necessary, in the Reserve Fund, amounts sufficient to fully pay and discharge promptly as each installment of interest and principal of the Bonds accrues or matures or comes due by reason of redemption prior to maturity; such transfer of funds to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar for the Bonds at the close of the last business day next preceding the date of payment for the Bonds.

Section 9.02 Issuance of Additional Parity Bonds.

(a) Subject to the provisions hereinafter appearing as to conditions precedent which must be satisfied, the City reserves the right to issue, from time to time as needed, Additional Bonds for any authorized purpose, including the issuance of refunding bonds. Such Additional Bonds may be issued in such form and manner as now or hereafter authorized by the laws of the State of Texas for the issuance of evidences or instruments, and should new methods or financing techniques be developed that differ from those now available and in normal use, the City reserves the right to employ the same in its financing arrangements provided that the following conditions precedent for the authorization and issuance of the same are satisfied, to wit:

(i) The officer of the City then having the primary responsibility for the financial affairs of the City shall have executed a certificate stating (a) that, to the best of his knowledge and belief, the City is not then in default as to any covenant, obligation or agreement contained in any ordinance or other proceeding relating to any obligations of

the City payable from and secured by a lien on and pledge of the Revenues of the System that would materially affect the security or payment of such obligations and (b) either (i) payments into all special Funds maintained for the payment and security of all outstanding obligations payable from and secured by a lien on and pledge of the Revenues of the System have been made and that the amounts on deposit in such special Funds equal or exceed the amounts then required to be on deposit therein or (ii) the application of the proceeds of sale of such obligations then being issued will cure any such deficiency;

(ii) The Additional Bonds shall be scheduled to mature or be payable as to principal on May 15 or November 15 (or both) in each year the same are to be outstanding or during the term thereof; and

(iii) The Reserve Fund shall contain the Required Reserve amount on the date of issuance of the proposed Additional Bonds after giving effect to the issuance thereof.

(b) In addition to the conditions precedent that must be satisfied pursuant to Subsection (a) above, so long as the Previously Issued Bonds dated on or prior to May 1, 2003 remain Outstanding, the condition precedent set forth in subdivision (i) below must be satisfied. Once the Previously Issued Bonds dated on or prior to May 1, 2003 are no longer Outstanding, the condition precedent in subdivision (ii) below must be satisfied.

(i) The City has secured a certificate or opinion of an Accountant to the effect that, according to the books and records of the City, the Revenues for the last completed Fiscal Year, or for 12 consecutive months out of the 18 months, immediately preceding the date of issuance of the Additional Bonds (the date of issuance being the date of delivery of all or a portion of the Additional Bonds to the initial purchasers) are at least equal to (i) 1.00 times the Operating and Maintenance Expenses during such period of review and (ii) 1.10 times the maximum annual Debt Service for all Outstanding Bonds, Outstanding Previously Issued Bonds and any Outstanding Additional Bonds after giving effect to the issuance of the Additional Bonds then being issued. In making a determination of the Revenues, the Accountant may take into consideration a change in the charges for services afforded by the System that became effective at least 60 days prior to the last day of the period for which Revenues are determined and, for purposes of satisfying the above Revenues test, make a pro forma determination of the Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the Accountant.

(ii) The City has secured a certificate or opinion of an Accountant to the effect that, according to the books and records of the City, the Net Revenues for the last completed Fiscal Year, or for 12 consecutive months out of the 18 months immediately preceding the month in which the ordinance authorizing the issuance of the then proposed Additional Bonds is passed, are at least equal to 1.25 times the Average Annual Debt Service for all Outstanding Bonds, Outstanding Previously Issued Bonds and any Outstanding Additional Bonds after giving effect to the issuance of the Additional Bonds then being issued. In making a determination of the Net Revenues, the Accountant may

take into consideration a change in the charges for services afforded by the System that became effective at least 60 days prior to the last day of the period for which Net Revenues are determined and, for purposes of satisfying the above Net Revenues test, make a pro forma determination of the Net Revenues of the System for the period of time covered by his certification or opinion based on such change in charges being in effect for the entire period covered by the certificate or opinion of the Accountant.

Section 9.03 Issuance of Obligations of Inferior Lien and Pledge.

The City hereby reserves the right to issue obligations payable from and secured by a lien on and pledge of the Revenues of the System, junior and subordinate in rank and dignity to the lien and pledge securing the payment of the Bonds and the Previously Issued Bonds, as may be authorized by the laws of the State of Texas.

Section 9.04 Refunding Bonds.

The City reserves the right to issue refunding bonds to refund all or any part of the Bonds and the Previously Issued Bonds (pursuant to any law then available) upon such terms and conditions as the City Council of the City may deem to be in the best interest of the City and its inhabitants, and if less than all of such Bonds and the Previously Issued Bonds then Outstanding are refunded, the conditions precedent prescribed (for the issuance of Additional Bonds) set forth in Section 9.02 hereof shall be satisfied and the certificate or opinion of the Accountant required in Section 9.02 shall give effect to the Debt Service of the proposed refunding bonds (and shall not give effect to the Debt Service on the bonds being refunded following their cancellation or provisions being made for their payment).

Section 9.05 Maintenance and Operation - Insurance.

In regard to the operations and properties of the System, the City agrees to carry and maintain liability and property damage insurance of the kind and in the amounts customarily carried by municipal corporations in Texas on such kind of properties; provided, however, the City, in lieu of and/or in combination with carrying such insurance, may self-insure against all perils and risks by establishing self-insurance reserves. Annually each year, not later than the end of each Fiscal Year, the City shall prepare or cause to be prepared by a person competent and knowledgeable in such matters a written evaluation of the adequacy of such self-insurance and/or insurance coverage and of any recommended changes in regard to the City's insurance/self-insurance policies, practices and procedures.

Section 9.06 Records - Accounts - Accounting Reports.

The City hereby covenants, reaffirms and agrees that so long as any of the Bonds, or any interest thereon, remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the operation of the System separate and apart from all other records and accounts in which complete and correct entries shall be made of all transactions relating to said System, and that the Owner or Owners of any of such Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts and data relating thereto, and to inspect the System and all properties comprising same. The City further agrees that within 60 days following the close of

each Fiscal Year it will cause an audit of such books and accounts to be made by an independent firm of Accountants, showing the receipts and disbursements for account of the System for the Fiscal Year.

Each such audit, in addition to whatever other matters may be thought proper by the firm of Accountants, shall particularly include the following:

(a) a detailed statement of the income and expenditures of the System for such Fiscal Year.

(b) A balance sheet as of the end of such Fiscal Year.

(c) The Accountants' comments regarding the manner in which the City has carried out the requirements of this Ordinance and his recommendations for any changes or improvements in the operation, records and accounts of the System.

(d) A list of the insurance policies in force at the end of the Fiscal Year on the System properties, setting out as to each policy the amount thereof, the risk covered, the name of the insurer, and the policy's expiration date.

(e) Until such time as the Previously Issued Bonds dated on or prior to May 1, 2003, are no longer Outstanding, a list of the securities which have been on deposit as security for the money in the interest and sinking fund portion of the Bond Fund throughout the Fiscal Year, a list of the securities, if any, in which the reserve portion has been invested, and a statement of the manner in which money in the System Fund has been secured in such Fiscal Year.

Expenses incurred in making the audits above referred to are to be regarded as maintenance and operating expenses and paid as such. Copies of the aforesaid annual audit shall be furnished to the original purchasers of the Bonds and any subsequent Owner upon written request. At the close of the first six-month period of each Fiscal Year, the City Secretary of the City is hereby directed to furnish a copy of an operating and income statement in reasonable detail covering such period to any bondholder upon written request therefor, received not more than 30 days after the close of said six-month period. Any Owner shall have the right to discuss with the Accountant making the annual audit the contents thereof and to ask for such additional information as he may reasonably require.

Section 9.07 Sale or Lease of Properties.

The City, to the extent and in the manner authorized by law, may sell or exchange for consideration representing the fair value thereof, as determined by the City Council of the City, any property of the System which is obsolete, damaged or worn out or otherwise unsuitable. The proceeds of any sale of properties of the System shall be deposited in the System Fund.

Section 9.08 Satisfaction of Obligation of City.

(a) If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Ordinance, then the pledge of the Revenues of the System under this Ordinance and all other

obligations of the City to the Owners shall thereupon cease, terminate, and become void and be discharged and satisfied.

(b) Bonds or any principal amount thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or any authorized escrow agent, or (ii) noncallable Government Obligations shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Obligations have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the stated maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Obligations will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or regulations adopted pursuant thereto.

(c) Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Obligations held in trust by the Paying Agent/Registrar or any authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the stated maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall, upon the request of the City, be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to Title 6 of the Texas Property Code.

Section 9.09 Bonds as Negotiable Instruments.

Each of the Bonds shall be deemed and construed to be an "Investment Security" and, as such, a negotiable instrument, within the meaning of Article 8 of the Texas Uniform Commercial Code.

Section 9.10 Special Covenants.

The City further covenants and agrees by and through this Ordinance as follows:

(i) It has the lawful power to pledge the Revenues of the System to the payment of the Bonds to the extent provided herein and has lawfully exercised said power under the Constitution and laws of the State of Texas, including the Act, and that the Bonds issued hereunder, together with the Previously Issued Bonds and any

Additional Bonds, shall be ratably secured in such manner that no one bond shall have preference over any other bond of said issues.

(ii) The Revenues of the System have not been in any manner pledged or encumbered to the payment of any debt or obligation of the City or the System, save and except for the Bonds and the Previously Issued Bonds; provided that the City has reserved the right pursuant to Section 9.03 hereof to issue subordinate lien obligations.

(iii) To exercise and pursue with due diligence available remedies provided by law for the collection of delinquent drainage charges, including the power under Section 402.050 of the Act to discontinue all utility services, particularly water and sewer services provided by the City to a user of benefited property who is delinquent in the payment of drainage charges.

Section 9.11 Ordinance a Contract - Amendments.

This Ordinance shall constitute a contract with the Owners from time to time, be binding on the City, and shall not be amended or repealed by the City while any Bond remains Outstanding except as permitted in this Section and Section 11.03(e). The City, may, without the consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, to cure any ambiguity, inconsistency, or formal defect or omission herein and to provide additional security for the payment of the Bonds. In addition, the City may, with the written consent from the owners holding a majority in aggregate principal amount of the Bonds then Outstanding (excluding Bonds acquired by or held for the account of the City) affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the written consent of all Owners of Bonds then Outstanding, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required to be held for consent to any such amendment, addition, or rescission.

Section 9.12 Provisions Concerning Federal Income Tax Exclusion.

The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable regulations promulgated thereunder (the "Regulations"). The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the Owners thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of Sections 9.12 through 9.19, inclusive; provided, however, that the City shall not be required to comply with any particular requirement of Sections 9.12 through 9.19, inclusive, if the City has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the City has received a Counsel's Opinion to the effect

that compliance with some other requirement set forth in Sections 9.12 through 9.19 will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in such Sections.

Section 9.13 No Private Use or Payment and No Private Loan Financing.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. The City covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 9.14 No Federal Guaranty.

The City covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 9.15 Bonds are not Hedge Bonds.

The City covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 9.16 No Arbitrage Covenant.

The City shall certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the City covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

Section 9.17 Arbitrage Rebate.

If the City does not qualify for an exception to the requirements of Section 148(f) of the Code, the City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the "gross proceeds" of the Bonds (within the meaning

of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the City will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issue of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 9.18 Information Reporting.

The City covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 9.19 Continuing Obligation.

Notwithstanding any other provision of this Ordinance, the City's obligations under the covenants and provisions of Section 9.12 through 9.18, inclusive, shall survive the defeasance and discharge of the Bonds.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Remedies in Event of Default.

In addition to all rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City:

(a) defaults in payments to be made to the Bond Fund or the Reserve Fund as required by this Ordinance; or

(b) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance,

the Owners of any of the Bonds shall be entitled to a writ of mandamus issued by a court of property jurisdiction, compelling and requiring the City and its officers to observe and perform any covenant, condition or obligation prescribed in this Ordinance. No delay or omission to

exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

The specific remedy herein provided shall be cumulative of all other existing remedies and the specification of such remedy shall not be deemed to be exclusive.

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.01 Annual Reports.

(a) The City shall provide annually to each NRMSIR and to any SID, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the City of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID. Thereafter, when and if audited financial statements become available, the City shall provide such audited financial statements as required to each NRMSIR and to any SID.

(b) If the City changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

Section 11.02 Material Event Notices.

(a) The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

(i) principal and interest payment delinquencies;

(ii) nonpayment related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax exempt status of the Bonds;

(vii) modifications to rights of Owners;

(viii) Bond calls;

(ix) defeasance;

(x) release, substitution, or sale of property securing repayment of the Bonds; and

(xi) rating changes.

(b) The City shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with Section 11.01 of this Ordinance by the time required by such Section.

Section 11.03 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with Article XI that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH

BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the City so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 11.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(f) Any filing required to be made pursuant to this Article may be made through the facilities of DisclosureUSA or such other central post office as may be approved in writing by the SEC for such purpose. Any such filing made through such central post office will be deemed to have been filed with each NRMSIR and SID or MSRB as if such filing had been made directly to such entity.

ARTICLE XII

ATTORNEY GENERAL MODIFICATION

Section 12.01 Attorney General Modification.

In order to obtain the approval of the Bonds by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Bonds and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary of the City and the City Secretary of the City shall insert such changes into this Ordinance as if approved on the date hereof.

FINALLY ADOPTED, APPROVED AND EFFECTIVE this January 28, 2008.

_____
Mayor, City of Plano, Texas

ATTEST:

_____
City Secretary
City of Plano, Texas

Signature Page for Bond Ordinance

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article XI of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Article are as specified (and included in the Appendix or other headings of the Official Statement referred to) below:

1. The portions of the financial statements of the City appended to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

2. Statistical and financial data set forth in Tables numbered 1 through 7, inclusive.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 6 PUBLIC HEARING
ZONING CASE 2007-66
APPLICANT: PLANO INDEPENDENT SCHOOL DISTRICT

Request for a Specific Use Permit for 80-foot Commercial Antenna Support Structure on one lot on 0.1± acre located at the southwest corner of 14th Street and Shiloh Road. Zoned Light Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

xc: Richard Matkin, Plano Independent School District
Peter Kavanaugh, Zone Systems, Inc.

Z:PAC/01-28-08-CC

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 6

Public Hearing: Zoning Case 2007-66

Applicant: Plano Independent School District (PISD)

DESCRIPTION:

Request for a Specific Use Permit for 80-foot Commercial Antenna Support Structure on one lot on 0.1± acre located at the southwest corner of 14th Street and Shiloh Road. Zoned Light Commercial.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for an 80-foot Commercial Antenna Support Structure. A commercial antenna is defined as any antenna system that provides, directly or indirectly for a fee, telecommunications services to the public or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. The purpose and intent of a specific use permit is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

The current zoning is Light Commercial (LC). The LC district is intended to provide for a wide array of retail, office, and service uses to meet the needs of local residents and businesses. Some automobile related uses and limited assembly, which address local service and employment opportunities, are also included in LC districts.

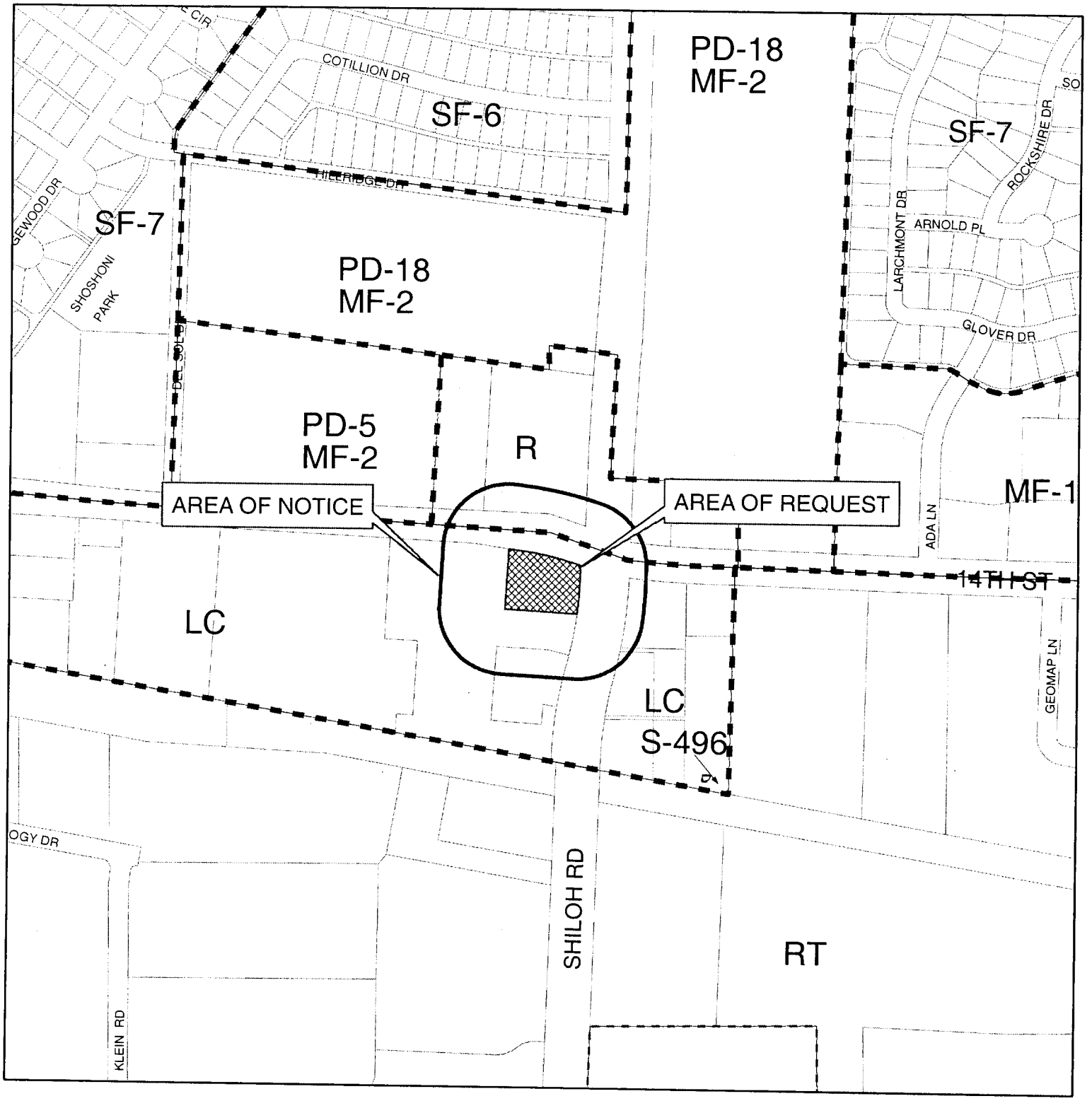
The applicant is proposing an 80-foot commercial antenna support structure. A 60-foot support structure is allowed by right in the LC district. With approval of an SUP, the maximum height may be increased to 120 feet. The applicant is requesting an additional 20 feet in height to provide adequate coverage and to allow future collocation for multiple carriers.

The proposed site for the 80-foot commercial antenna support structure is currently in use by PISD as an administrative building. The site is surrounded by vacant land to the west, a religious school to the east, retail uses to the north, and industrial uses and railroad to the south. The operation of an 80-foot commercial antenna support structure should not negatively affect neighboring uses and will allow for future collocation of additional carriers.

RECOMMENDATIONS:

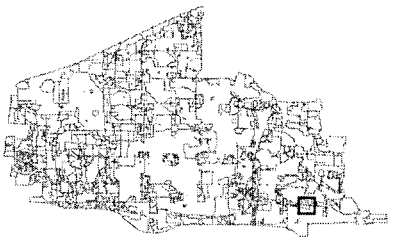
Recommended for approval as submitted.

4-3



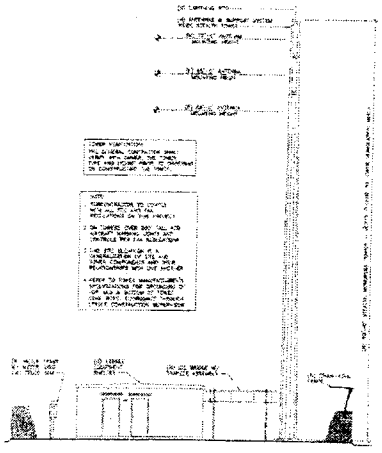
Zoning Case #: 2007-66

Existing Zoning: LIGHT COMMERCIAL



200' Notification Buffer

4-4



1 SITE ELEVATION

NUMBER	DIRECTION	DISTANCE
L1	N 80°11'22" W	245.53'
L2	N 09°48'38" E	30.12'
L3	N 02°34'50" E	20.87'
L4	S 87°05'10" E	50.00'
L5	S 02°54'50" W	26.72'
L6	N 80°11'22" W	50.36'
L7	N 09°48'38" E	8.12'
L8	N 09°48'38" E	22.00'
L9	S 80°11'22" E	49.82'
L10	S 80°11'22" E	57.83'
L11	N 03°10'52" E	29.04'
L12	S 86°49'08" E	12.00'
L13	N 03°10'52" E	82.48'
L14	S 86°49'08" E	43.18'
L15	S 03°52'27" W	29.31'
L16	N 80°11'22" W	57.83'
L17	N 80°11'22" W	49.79'
L18	N 80°11'22" W	235.83'
L19	N 80°11'22" W	10.00'
L20	S 80°11'22" E	10.00'
L21	S 09°48'38" W	30.12'
L22	N 03°10'52" E	53.00'
L23	S 86°49'08" E	50.00'
L24	N 75°57'38" W	64.62'
L25	S 01°31'38" W	18.42'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	38°37'48"	20.00	13.48	13.23	N 80°40'03" E
C2	38°27'29"	44.00	29.53	28.98	N 80°34'53" E
C3	68°37'48"	30.00	50.90	44.81	N 51°29'45" E
C4	01°57'15"	1210.93	34.25	34.25	S 08°24'17" W
C5	72°18'31"	30.51	38.51	36.00	S 57°14'48" W
C6	91°08'43"	55.56	88.39	79.36	S 57°36'01" W
C7	38°27'29"	22.00	14.77	14.49	S 80°34'53" W
C8	38°34'37"	42.00	26.28	27.75	S 80°38'27" W

Internal Site Area

BEING a tract of land situated in the Eli Yeamans Survey, Abstract No. 1043, City of Plano, Collin County, Texas, also being situated in Lot 1, Shiloh/544 Addition, an addition to the City of Plano, Collin County, Texas, same being out of and a portion of that certain tract of land conveyed to Plano Independent School District by Special Warranty Deed dated May 22, 1997 and recorded in Volume Vol. 3930, Page 1920, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said Lot 1, Shiloh/544 Addition, same being the intersection of the west right-of-way line of Shiloh Road (125' right-of-way), with the northern most right-of-way line of the St. Louis and Southwestern Railroad Property (100' right-of-way);

THENCE along the said northern most right-of-way line, North 80 degrees 11 minutes 22 seconds West, a distance of 245.53 feet to a Point;

THENCE through the interior of the said Lot 1, Shiloh/544 Addition, North 09 degrees 48 minutes 38 seconds East, a distance of 30.12 feet to the southwestern corner of the Lease Area described hereon and the Point of BEGINNING hereof;

THENCE continuing through the interior of said Lot 1, Shiloh/544 Addition, the following four (4) courses:

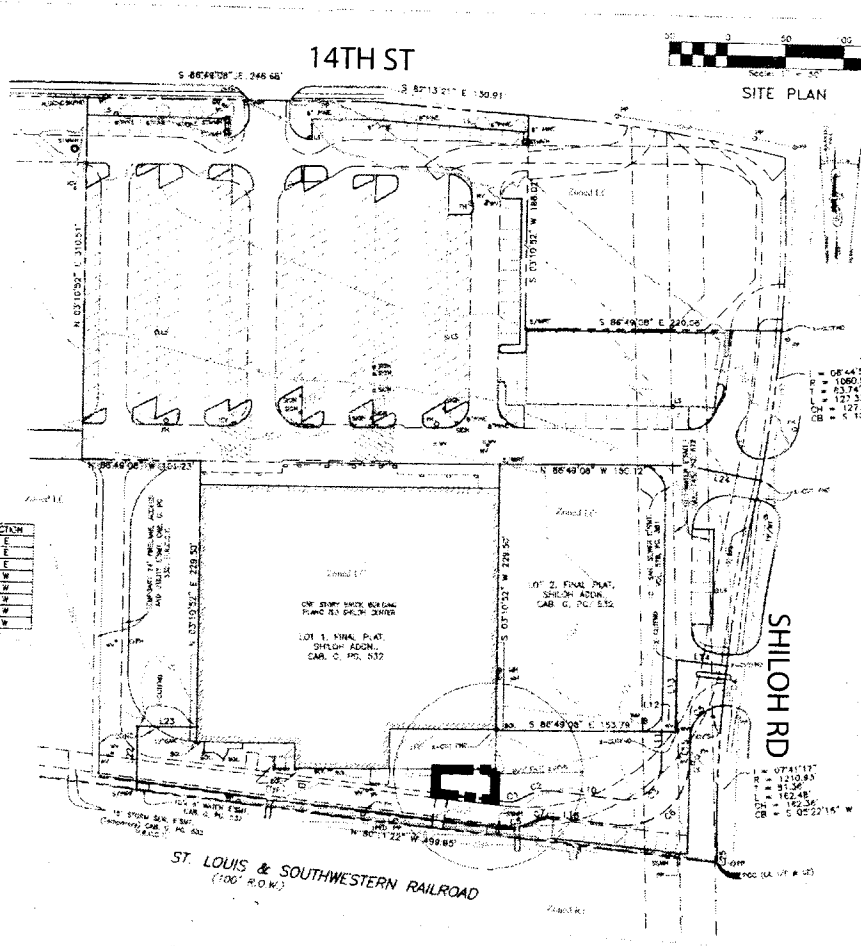
1. North 02 degrees 34 minutes 50 seconds East, a distance of 20.87 feet to the northwest corner of the Lease Area described hereon, same being an east-west fence line;

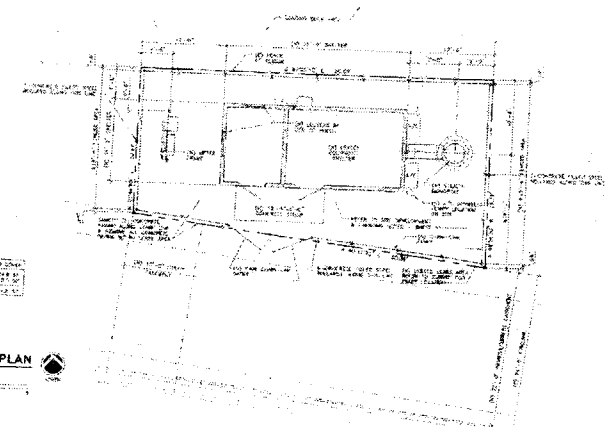
2. Along the said fence line, South 87 degrees 05 minutes 10 seconds East, a distance of 50.00 feet to a point at a fence corner, same being the northeast corner of the Lease Area described hereon;

3. South 02 degrees 54 minutes 50 seconds West, a distance of 26.72 feet to the southeast corner of the Lease Area described hereon;

4. North 80 degrees 11 minutes 22 seconds West, a distance of 50.36 feet to the POINT OF BEGINNING hereof and containing 0.0272 acres or 1,185 square feet of land, more or less.

"Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case."





1 DETAIL SITE PLAN

SPECIFIC USE PERMIT
ANTENNAE SUPPORT STRUCTURE
ZC-2007-66

SHILOH/544 ADDITION, LOT 1
ZONED LIGHT COMMERCIAL (LC)
0.02 AC (1,185 SF)
ELI YEAMANS SURVEY, ABSTRACT NO. 1043
COLLIN COUNTY, TEXAS

1ST SUBMITTAL: 11-21-07
2ND SUBMITTAL: 12-6-07

5h

ORDINANCE NO. _____
(Zoning Case 2007-66)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 590 SO AS TO ALLOW THE ADDITIONAL USE OF AN 80-FOOT COMMERCIAL ANTENNA SUPPORT STRUCTURE ON 0.1± ACRE OF LAND SITUATED IN THE ELI YEAMANS SURVEY, ABSTRACT NO. 1043, LOCATED AT THE SOUTHWEST CORNER OF 14TH STREET AND SHILOH ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED LIGHT COMERCIAL; 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 28th day of January, 2008, for the purpose of considering granting Specific Use Permit No. 590 for the additional use of an 80-foot Commercial Antenna Support Structure on 0.1± acre of land situated in the Eli Yeamans Survey, Abstract No. 1043, located at the southwest corner of 14th Street and Shiloh Road in the City of Plano, Collin County, Texas, presently zoned Light Commercial; 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 28th day of January, 2008; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 590 for the additional use of an 80-foot Commercial Antenna Support Structure on 0.1± acre of land situated in the Eli Yeamans Survey, Abstract No. 1043, located at the southwest corner of 14th Street and Shiloh Road 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. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 590 for the additional use of an 80-foot Commercial Antenna Support Structure on 0.1± acre of land situated in the Eli Yeamans Survey, Abstract No. 1043, located at the southwest corner of 14th Street and Shiloh Road in the City of Plano, Collin County, Texas, presently zoned Light Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

4-8

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Eli Yeamans Survey, Abstract No. 1043, City of Plano, Collin County, Texas, also being situated in Lot 1, Shiloh/544 Addition, an addition to the City of Plano, Collin County, Texas, same being out of and a portion of that certain tract of land conveyed to Plano Independent School District by Special Warranty Deed dated May 22, 1997, and recorded in Volume 3920, Page 1920, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said Lot 1, Shiloh/544 Addition, same being the intersection of the west right-of-way line of Shiloh Road (125 foot right-of-way), with the northernmost right-of-way line of the St. Louis and Southwestern Railroad Property (100 foot right-of-way);

THENCE along the said northernmost right-of-way line, North 80° 11' 22" West, a distance of 245.63 feet to a point;

THENCE through the interior of the said Lot 1, Shiloh/544 Addition, North 09° 48' 38" East, a distance of 30.12 feet to the southwestern corner of the Lease Area described hereon and the POINT OF BEGINNING hereof;

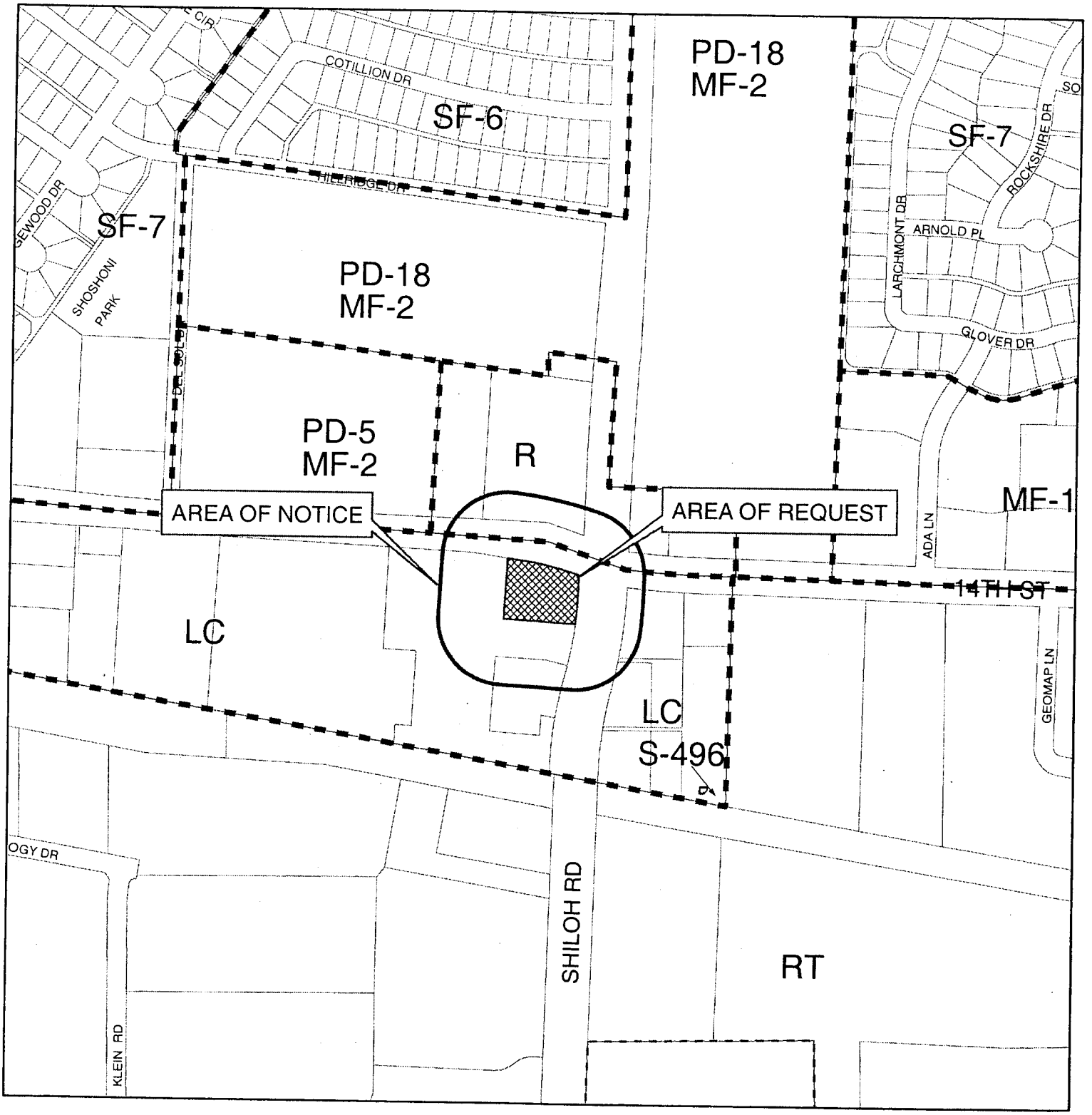
THENCE continuing through the interior of said Lot 1, Shiloh/544 Addition, the following four (4) courses:

North 02° 54' 50" East, a distance of 20.67 feet to the northwest corner of the Lease Area described hereon, same being on a east-west fence line;

Along the said fence line, South 87° 05' 10" East, a distance of 50.00 feet to a point at a fence corner, same being the northwest corner of the Lease Area described hereon;

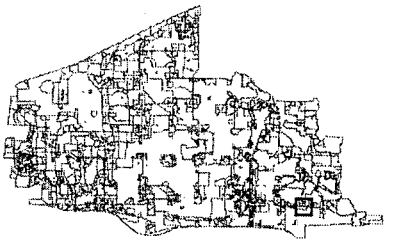
South 02° 54' 50" West, a distance of 26.72 feet to the southeast corner of the Lease Area described hereon;

North 80° 11' 22" West, a distance of 50.36 feet to the POINT OF BEGINNING hereof and CONTAINING 0.0272 acres or 1,185 square feet of land, more or less.



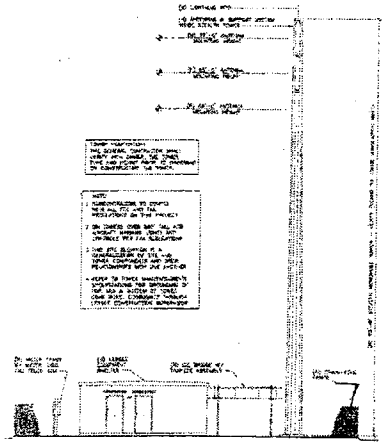
Zoning Case #: 2007-66

Existing Zoning: LIGHT COMMERCIAL



200' Notification Buffer

410



1 SITE ELEVATION

NUMBER	DIRECTION	DISTANCE
L1	N 80°11'22" W	245.63'
L2	N 09°48'38" E	30.12'
L3	N 02°34'50" E	20.87'
L4	S 87°05'10" E	50.00'
L5	S 02°34'50" W	28.72'
L6	N 80°11'22" W	50.38'
L7	N 09°48'38" E	8.12'
L8	N 09°48'38" E	22.00'
L9	S 80°11'22" E	49.82'
L10	S 80°11'22" E	57.83'
L11	N 03°10'52" E	79.04'
L12	S 86°49'08" E	12.00'
L13	N 03°10'52" E	62.48'
L14	S 80°47'08" E	43.18'
L15	S 03°52'27" W	29.31'
L16	N 80°11'22" W	57.83'
L17	N 80°11'22" W	49.78'
L18	N 80°11'22" W	235.83'
L19	N 80°11'22" W	10.00'
L20	S 80°11'22" E	10.00'
L21	S 09°48'38" W	30.12'
L22	N 03°10'52" E	55.00'
L23	S 86°49'08" E	50.00'
L24	N 75°57'38" W	64.82'
L25	S 01°31'38" W	18.42'

NUMBER	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD DIRECTION
C1	36°37'48"	20.00	13.48	13.23	N 86°40'03" E
C2	36°27'29"	44.00	28.98	28.48	N 80°34'53" E
C3	85°37'48"	30.00	44.81	40.74	N 51°29'45" E
C4	01°37'15"	1210.93	34.25	34.25	S 08°24'17" W
C5	72°18'31"	30.51	38.51	36.00	S 52°14'48" W
C6	81°08'43"	55.26	88.38	79.96	S 57°38'01" W
C7	36°27'29"	22.00	14.00	14.49	S 80°34'53" W
C8	38°34'37"	42.00	28.28	27.75	S 80°38'27" W

Antennae Site Area

BEING a tract of land situated in the Eli Yeamans Survey, Abstract No. 1043, City of Plano, Collin County, Texas, also being situated in Lot 1, Shiloh/544 Addition, an addition to the City of Plano, Collin County, Texas, same being out of and a portion of that certain tract of land conveyed to Plano Independent School District by Special Warranty Deed dated May 22, 1997 and recorded in Volume 3835, Page 1920, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at the southeast corner of said Lot 1, Shiloh/544 Addition, same being the intersection of the west right-of-way line of Shiloh Road (125' right-of-way), with the northern most right-of-way line of the St. Louis and Southwestern Railroad Property (100' right-of-way);

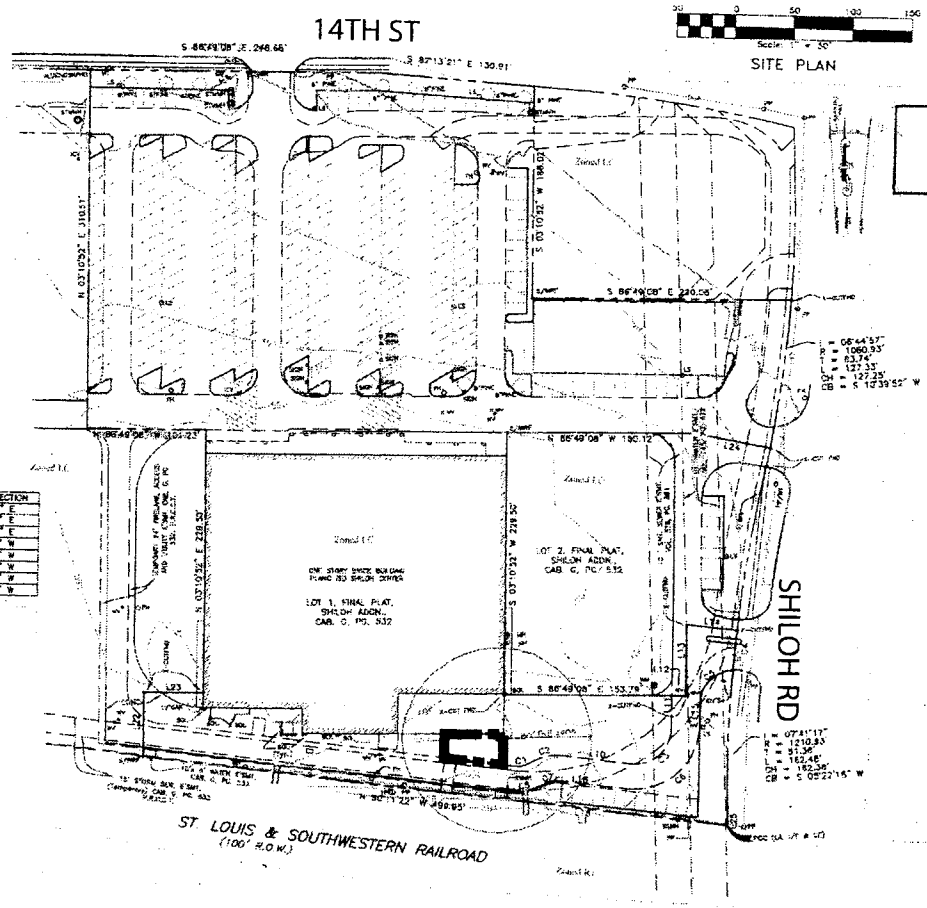
THENCE along the said northern most right-of-way line, North 80 degrees 11 minutes 22 seconds West, a distance of 245.63 feet to a Point;

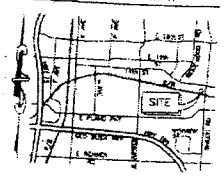
THENCE through the interior of the said Lot 1, Shiloh/544 Addition, North 09 degrees 48 minutes 38 seconds East, a distance of 30.12 feet to the southeastern corner of the Lease Area described herein and the POINT OF BEGINNING hereof;

THENCE continuing through the interior of said Lot 1, Shiloh/544 Addition, the following four (4) courses:

1. North 02 degrees 34 minutes 50 seconds East, a distance of 20.87 feet to the northwest corner of the Lease Area described herein, same being on a east-west fence line;
2. Along the said fence line, South 87 degrees 05 minutes 10 seconds East, a distance of 50.00 feet to a point at a fence corner, same being the northeast corner of the Lease Area described herein;
3. South 02 degrees 34 minutes 50 seconds West, a distance of 28.72 feet to the southeast corner of the Lease Area described herein;
4. North 80 degrees 11 minutes 22 seconds West, a distance of 50.38 feet to the POINT OF BEGINNING hereof and containing 0.0272 acres or 1,185 square feet of land, more or less.

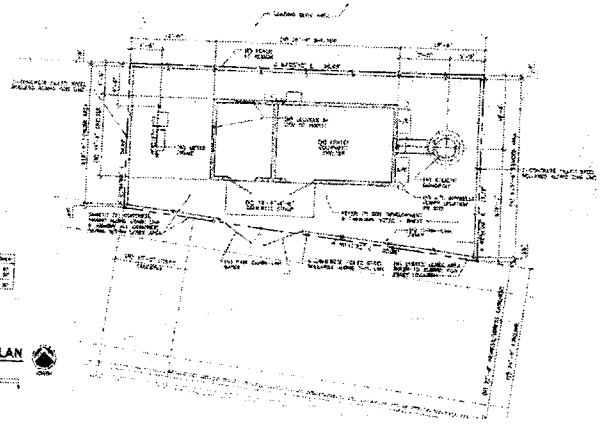
"Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case."





CITY STAMPS

verizon wireless



1 DETAIL SITE PLAN

SPECIFIC USE PERMIT
ANTENNAE SUPPORT STRUCTURE
ZC-2007-66

SHILOH/544 ADDITION, LOT 1
ZONED LIGHT COMMERCIAL (LC)
0.02 AC (1,185 SF)
ELI YEAMANS SURVEY, ABSTRACT NO. 1043
COLLIN COUNTY, TEXAS

1ST SUBMITTAL: 11-21-07
2ND SUBMITTAL: 12-6-07

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 7 PUBLIC HEARING
ZONING CASE 2007-67
APPLICANT: D'VINE WINE

Request for a Specific Use Permit for Winery on one lot on 0.1± acre located at the northeast corner of McDermott Road and Preston Road. Zoned Regional Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

xc: Marcus Schmitz, D'Vine Wine of Plano
Russ Nicholson, OTR
Brian Wright, Bohannan Huston, Inc.

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 7

Public Hearing: Zoning Case 2007-67

Applicant: D'Vine Wine

DESCRIPTION:

Request for a Specific Use Permit for Winery on one lot on 0.1± acre located at the northeast corner of McDermott Road and Preston Road. Zoned Regional Commercial.

REMARKS:

The current zoning is Regional Commercial (RC). The RC district is intended to provide for retail and service uses at appropriate nodes within the corridor or specified tollways and expressways serving Plano and surrounding communities, in addition to office and limited manufacturing uses. The district's standards are designed to ensure compatibility between various uses within a corridor and surrounding residential neighborhoods.

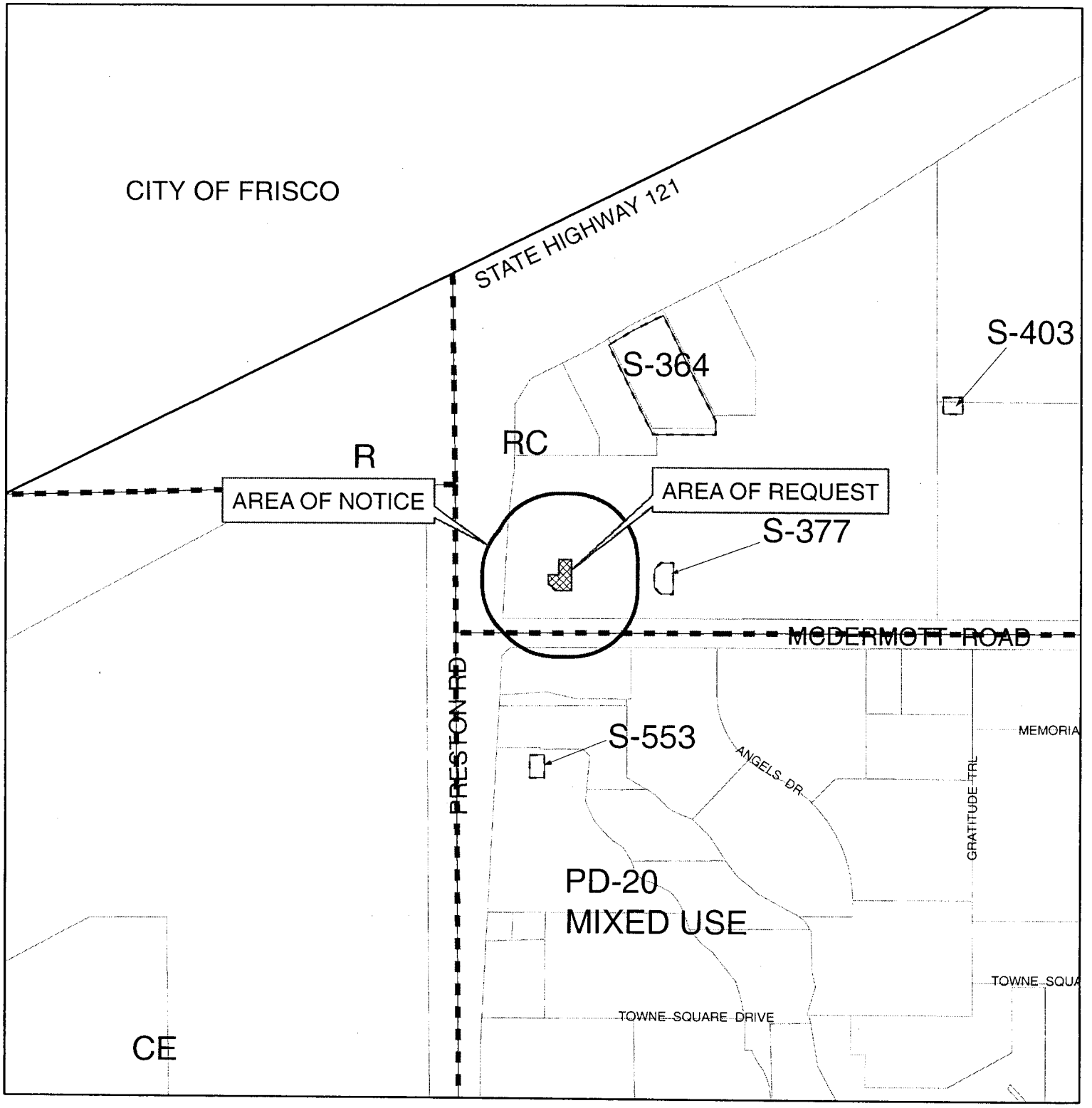
The requested zoning is Specific Use Permit (SUP) for Winery. A winery is a wine-making facility that: (1) ferments juices from grapes and/or other fruit, (2) blends wines, and (3) manufactures, bottles, labels and packages wine, and/or performs any other activity authorized by Chapter 16, Winery Permit, of the Texas Alcoholic Beverage Code as amended. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

The applicant is proposing a winery in a 4,250 square foot lease space in a retail strip center. The proposed winery will ferment juices into wine from fruit grown off-premise, bottle and package wine, and sell wine for on-premise and off-premise consumption. The applicant may also have wine tasting.

A winery is consistent with the restaurants and retail shops located in the retail center. There is adequate parking and circulation for this proposed use.

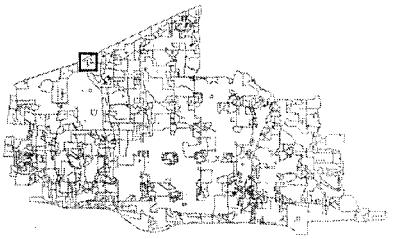
RECOMMENDATION:

Recommended for approval as submitted.



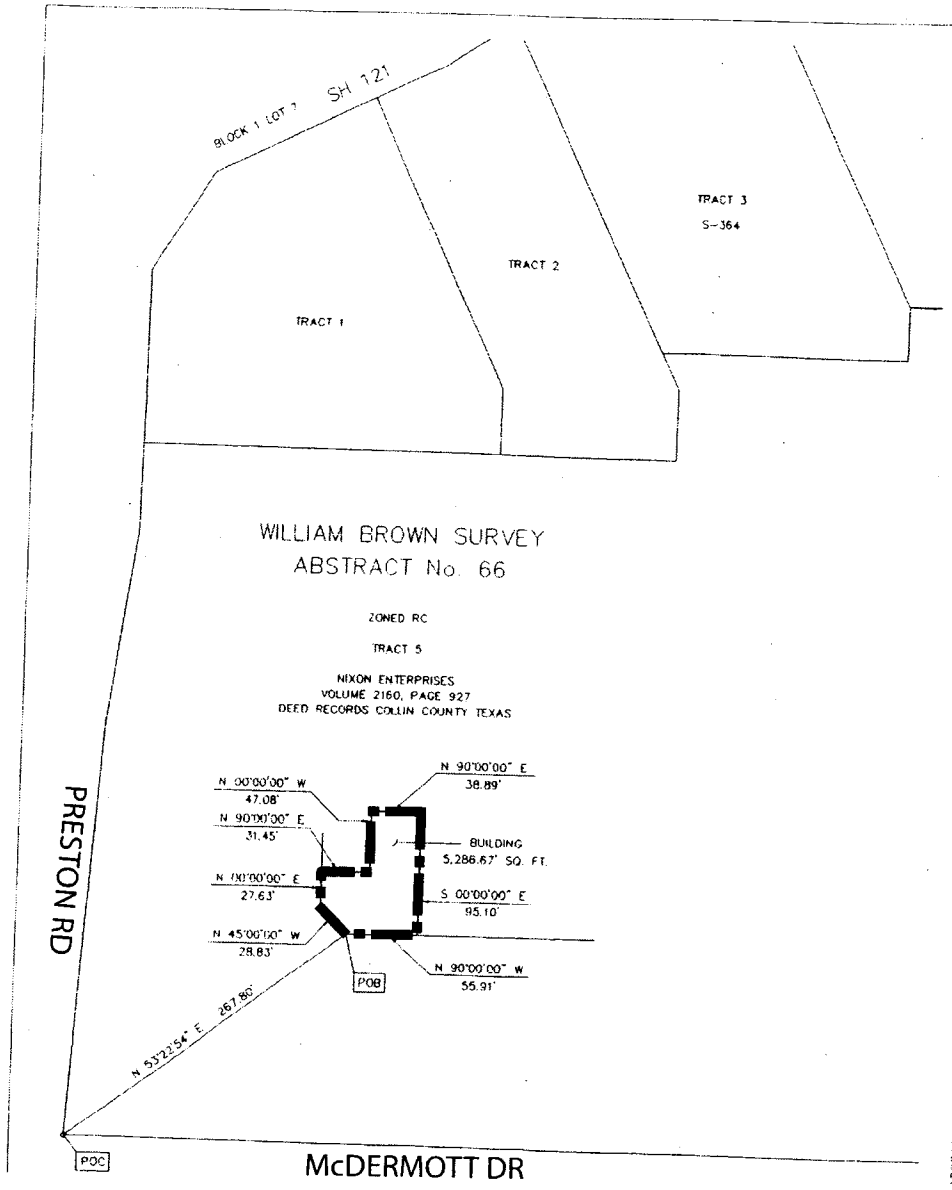
Zoning Case #: 2007-67

Existing Zoning: REGIONAL COMMERCIAL/
PRESTON ROAD & STATE HIGHWAY 121 OVERLAY DISTRICTS



○ 200' Notification Buffer

5-4



METES AND BOUNDS DESCRIPTION
OF A 5,286.67 SQ. FT. LEASE
IN THE WILLIAM BROWN SURVEY, ABSTRACT No. 66
COLLIN COUNTY, TEXAS

Being a portion of that certain tract of land situated in the William Brown Survey, Abstract No. 66, Collin County, Texas, being a portion of Tract 5, as described in a deed to Nixon Enterprises as recorded in Volume 2160, Page 927 of the Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at the Southwest corner of said Tract 5, same being on the north line of McDermott Drive and on the east line of Preston Road;

Thence N 53°22'54" E, 267.80' to the POINT of BEGINNING;

Thence N 45°00'00" W a distance of 28.83' to a point for corner;

Thence N 00°00'00" E a distance of 27.63' to a point for corner;

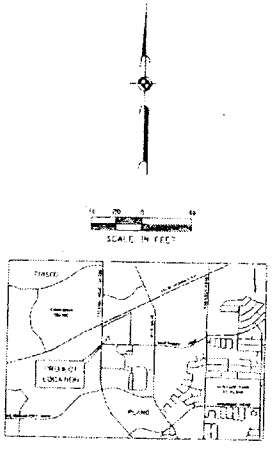
Thence N 90°00'00" E a distance of 31.45' to a point for corner;

Thence N 00°00'00" W a distance of 47.08' to a point for corner;

Thence N 90°00'00" E a distance of 38.89' to a point for corner;

Thence S 00°00'00" E a distance of 95.10' to a point for corner;

Thence N 90°00'00" W a distance of 55.91' to the Point of Beginning, having an area of 5,286.67 square feet or 0.121 acres more or less.



ZONING CASE #2007 67

ZONING EXHIBIT
SUP FOR A WINERY
PRESTON VILLAGE SHOPPING CENTER
0.121 ACRES

BEING A PORTION OF TRACT 5
SITUATED IN THE
WILLIAM BROWN SURVEY
ABSTRACT No. 66
CITY OF PLANO, COLLIN COUNTY, TEXAS

Bohannan ▲ Huston

APPROVAL OF THE CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT, OR PLAN. APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON SET THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON FUTURE PLATS OF PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING

OWNER:
9600 PRESTON ROAD
SUITE 110
PLANO, TEXAS
(214) 618-5646

55

ORDINANCE NO. _____
(Zoning Case 2007-67)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 591 SO AS TO ALLOW THE ADDITIONAL USE OF WINERY ON 0.1± ACRE OF LAND OUT OF THE WILLIAM BROWN SURVEY, ABSTRACT NO. 66, LOCATED AT THE NORTHEAST CORNER OF PRESTON ROAD AND MCDERMOTT ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED REGIONAL 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.

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 28th day of January, 2008, for the purpose of considering granting Specific Use Permit No. 591 for the additional use of Winery on 0.1± acre of land out of the William Brown Survey, Abstract No. 66, located at the northeast corner of Preston Road and McDermott Road in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; 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 28th day of January, 2008; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 591 for the additional use of Winery on 0.1± acre of land out of the William Brown Survey, Abstract No. 66, located at the northeast corner of Preston Road and McDermott Road 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. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 91, allowing the additional use of Winery on 0.1± acre of land out of the William Brown Survey, Abstract No. 66, located at the northeast corner of Preston Road and McDermott Road in the City of Plano, Collin County, Texas, presently zoned Regional Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

Being a portion of that tract of land situated in the William Brown Survey, Abstract No. 66, Collin County, Texas, being a portion of Tract 5, as described in a deed to Nixon Enterprises as recorded in Volume 2160, Page 927 of the Deed Records of Collin County, Texas and being more particularly described as follows:

COMMENCING at the southwest corner of said Tract 5, same being on the north line of McDermott Drive and on the east line of Preston Road;

THENCE North 53° 22' 54" East, 267.80 feet to the POINT OF BEGINNING;

THENCE North 45° 00' 00" West, a distance of 28.83 feet to a point for corner;

THENCE North 00° 00' 00" East, a distance of 27.63 feet to a point for corner;

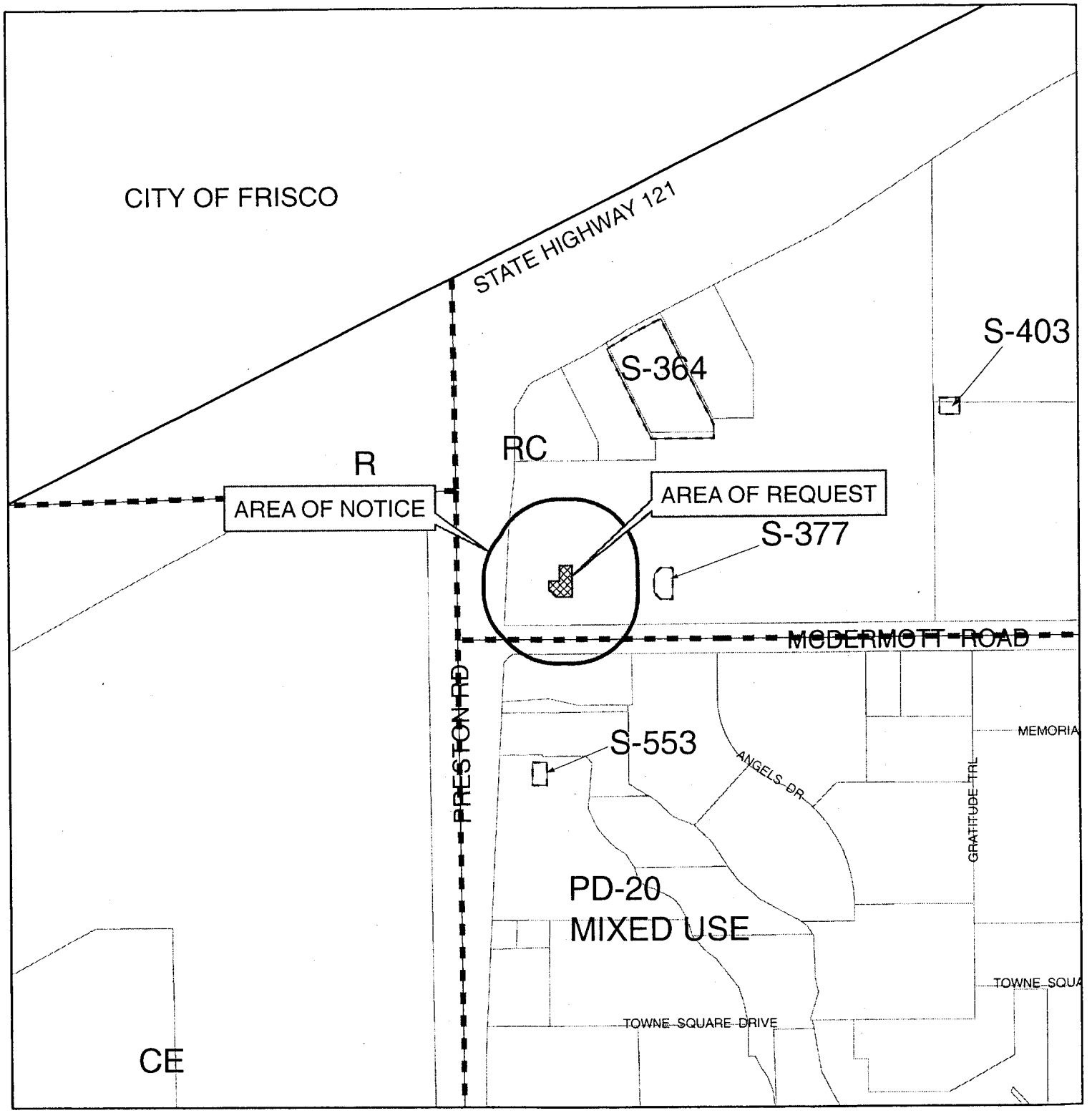
THENCE North 90° 00' 00" East, a distance of 31.45 feet to a point for corner;

THENCE North 00° 00' 00" West, a distance of 47.08 feet to a point for corner;

THENCE North 90° 00' 00" East, a distance of 38.89 feet to a point for corner;

THENCE South 00° 00' 00" East, a distance of 95.10 feet to a point for corner;

THENCE North 90° 00' 00" West, a distance of 55.91 feet to the POINT OF BEGINNING, having an area of 5,286.67 square feet or 0.121 acres, more or less.

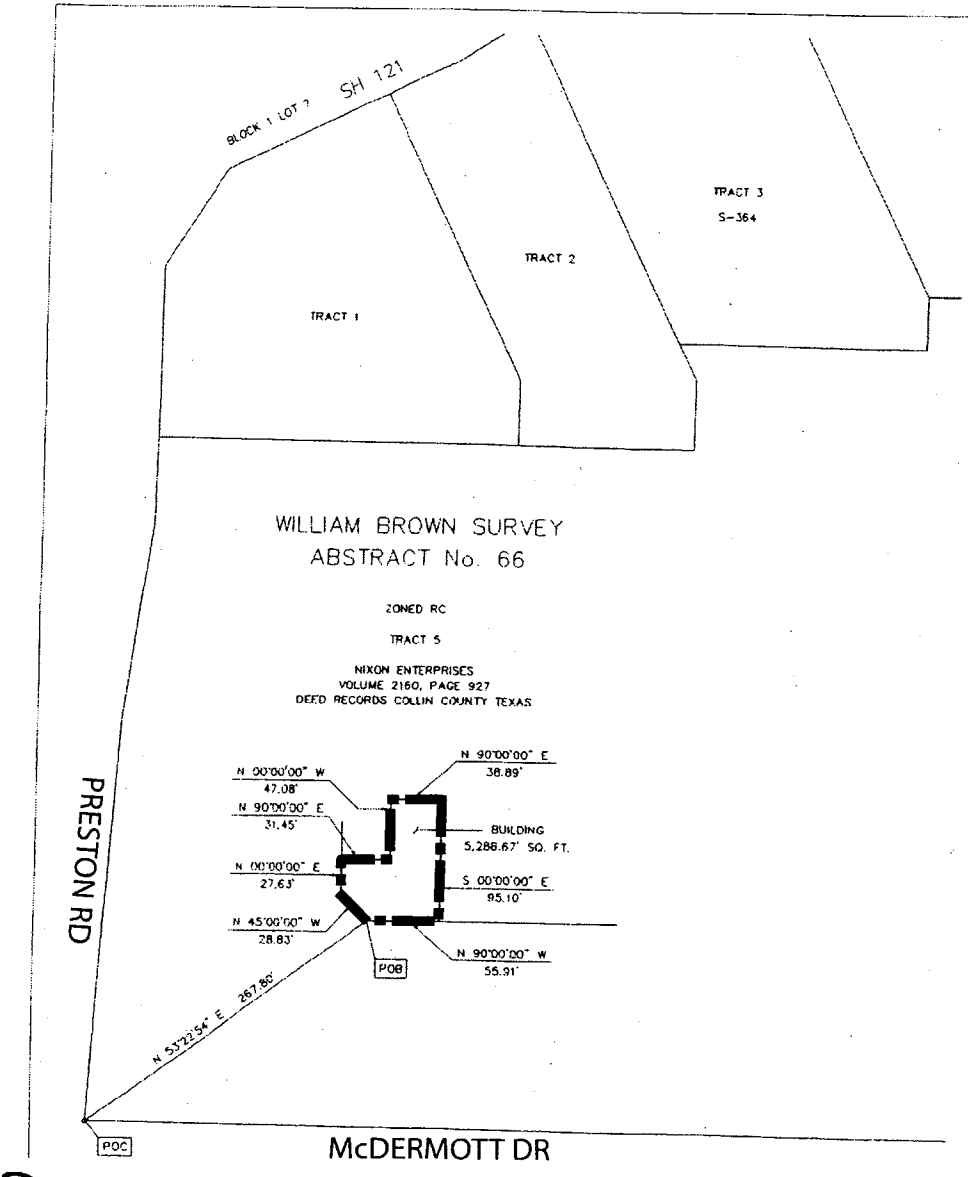


Zoning Case #: 2007-67

Existing Zoning: REGIONAL COMMERCIAL/
PRESTON ROAD & STATE HIGHWAY 121 OVERLAY DISTRICTS

○ 200' Notification Buffer

5-10



METES AND BOUNDS DESCRIPTION
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COLLIN COUNTY, TEXAS

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COMMENCING at the Southeast corner of said Tract 5, same being on the north line of McDermott Drive and on the east line of Preston Road;

Thence N 53°22'54" E, 267.80' to the POINT of BEGINNING;

Thence N 45°00'00" W a distance of 28.83' to a point for corner;

Thence N 00°00'00" E a distance of 27.63' to a point for corner;

Thence N 90°00'00" E a distance of 31.45' to a point for corner;

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Thence N 90°00'00" E a distance of 38.89' to a point for corner;

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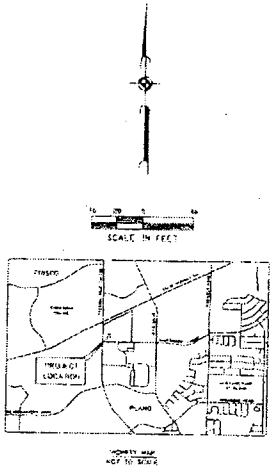
Thence N 90°00'00" W a distance of 55.91' to the Point of Beginning, having an area of 5,286.67 square feet or 0.121 acres more or less.



ZONING CASE #2007 67

ZONING EXHIBIT
SUP FOR A WINERY
PRESTON VILLAGE SHOPPING CENTER
0.121 ACRES

BEING A PORTION OF TRACT 5
SITUATED IN THE
WILLIAM BROWN SURVEY
ABSTRACT No. 66
CITY OF PLANO, COLLIN COUNTY, TEXAS

Bohannan ▲ Huston

APPROVAL OF THE CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAT OR PLAN, APPROVAL OF DEVELOPMENT STANDARDS SHOWN HEREON OR THE IMITATION OF THE DEVELOPMENT PROCESS. PLANNING & ZONING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDIES, PLATS OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

OWNER:
9600 PRESTON ROAD
SUITE 100
PLANO, TEXAS
(214) 618-3410

5-11

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 8 PUBLIC HEARING
ZONING CASE 2007-68
APPLICANT: PARK BOULEVARD CENTER LIMITED

Request for a Specific Use Permit for Kennel with Indoor Pens and Commercial Pet Sitting on one lot on 0.1± acre located at the southeast corner of Los Rios Boulevard and Park Boulevard. Zoned General Office with Specific Use Permit #484 for Veterinary Clinic and Specific Use Permit #57 for Restaurant.

APPROVED: 5-2 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 1

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

STIPULATIONS:

Recommended for approval as submitted. Commissioners who voted in opposition were concerned about the short distance between site and the residential uses to the south.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

xc: David Mott, Chisholm Realty
Fred Bemenderfer, Roome Land Surveying, Inc.
Michelle Stewart, Dogtown

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 8

Public Hearing: Zoning Case 2007-68

Applicant: Park Boulevard Center Limited

DESCRIPTION:

Request for a Specific Use Permit for Kennel with Indoor Pens and Commercial Pet Sitting on one lot on 0.1± acre located at the southeast corner of Los Rios Boulevard and Park Boulevard. Zoned General Office with Specific Use Permit #484 for Veterinary Clinic and Specific Use Permit #57 for Restaurant.

REMARKS:

The requested zoning is a Specific Use Permit (SUP) for Kennel with Indoor Pens and Commercial Pet Sitting. Kennel (Indoor Pens)/Commercial Pet Sitting is defined as an establishment with indoor pens in which more than six dogs or domesticated animals are housed during the day or overnight, groomed, bred, boarded, exercised, trained, or sold for commercial purposes. Animal transportation service may be provided. The applicant is requesting the SUP to operate a day care for dogs.

The current zoning is General Office with Specific Use Permit #484 for Veterinary Clinic and Specific Use Permit #57 for Restaurant (O-2 w/SUP #484 and #57). The General Office district is intended to allow for a variety of low-, mid- and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established.

The proposed site for the request is a lease space in a multi-tenant building. Two existing parking spaces will be converted into a fenced outdoor area for the dogs. The tenant space is located at the southern corner of the multi-tenant building. To the east, the property has not been developed and is vacant. To the north, northwest and west,

6-2

the properties have been partially developed as retail, convenience store, restaurant, and office uses. A masonry wall separates the proposed use from the existing residential use to the south.

The operation of a kennel with indoor pens and commercial pet sitting is compatible with the existing dry cleaning, church, and medical office uses within the multi-tenant building and can provide a service to the area's residents.

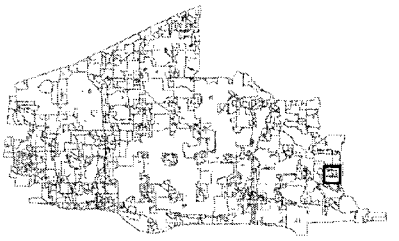
RECOMMENDATIONS:

Recommended for approval as submitted.

A

COVINA
DOTTIE DR
MARIA DR
SF-9
MESA DR
LOS RIOS BLVD
CHARLENE DR
PEGGY LN
VERDE DR
SONORA DR
LAVACA DR
2F
MARYANNE LN
JEKER DR
S-254
CONCHO DR
AREA OF NOTICE
PD-13
R
AREA OF REQUEST
R
PARK BLVD
S-484
MOLLY LN
SUSAN CIR
PD-6
R
O-2
S-57
AMY LN
2F
ANGELINA DR
MEDINA DR
PALO DURO DR
PHYLLIS LN
DONNA DR
COUNTRY CLUB DR
DIANE DR
HONDO DR
LOTTIE LN
NETCH DR
SF-7
DRIFTWOOD DR
NETCH DR
LOS ROBLES CT
LOS ROBLES DR

plano gis

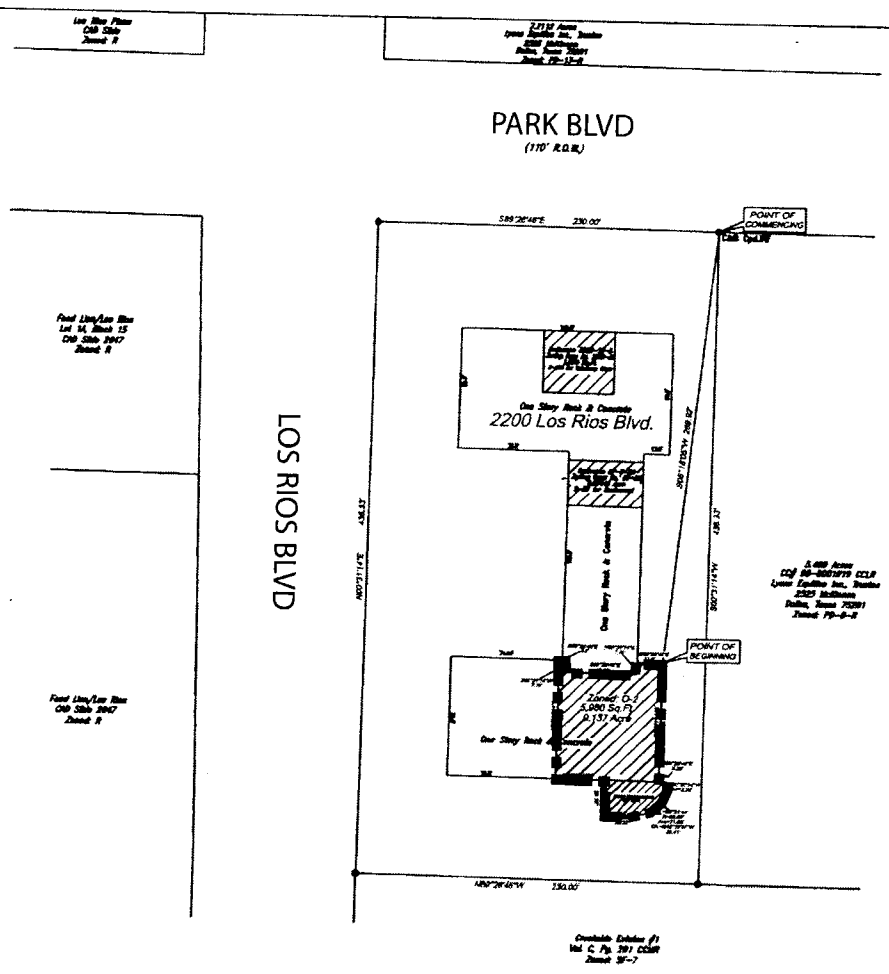


Zoning Case #: 2007-68

Existing Zoning: GENERAL OFFICE w/SPECIFIC USE PERMITS #484 & #57

○ 200' Notification Buffer

64



Property Description

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Andrew Piara Survey, Abstract No. 687, being part of Lot 1, Block 1 of Park Rios Addition, an addition to the City of Plano as recorded in Volume F, Page 181 of the Collin County Map Records with said premises being more particularly described as follows:

COMMENCING at a Carter & Burgess capped iron rod found in the south right-of-way line of Park Boulevard marking the northeast corner of said Lot 1;

THENCE South 05°18'05" West, 299.92 feet to the northeast corner of an existing masonry building and the POINT OF BEGINNING for the herein described premises;

THENCE with the east line of said premises along the east facing of said masonry building, South 00°31'14" West, 80.00 feet to the southeast corner of said building;

THENCE South 89°28'46" East, 5.20 feet to a point on the west edge of an existing concrete curbing;

THENCE with the west edge of said concrete curbing as follows: South 00°31'14" West, 5.20 feet to the beginning of a curve to the right; Southwesterly along said curve having a central angle of 90°31'14" with a radius of 20.00 feet, for an arc distance of 31.60 feet (chord = South 45°15'37" West, 28.41 feet) to the end of said curbing;

THENCE West, 20.22 feet to a point in an existing concrete parking area;

THENCE North 00°14'52" West, 23.35 feet to a point in the south facing of the aforementioned existing building;

THENCE with the south facing of said existing building, North 89°28'46" West, 33.85 feet to the most westerly southwest corner of said premises;

THENCE passing through the interior of said building along a west line of said premises, North 00°31'14" East, 80.00 feet to the northwest corner of said premises;

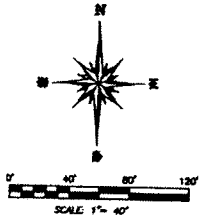
THENCE along the south facing of an interior wall, South 89°28'46" East, 2.50 feet to an interior corner of an existing wall;

THENCE with the west facing of an interior wall, South 00°31'14" West, 7.75 feet to an interior corner of said wall;

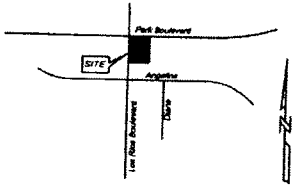
THENCE along the south facing of said interior wall, South 89°28'46" East, 49.00 feet to an interior wall corner;

THENCE with the east facing of said interior wall, North 00°31'14" East, 7.75 feet to an interior wall corner;

THENCE with the south facing of an interior wall, South 89°28'46" East, 17.70 feet to the point of beginning and containing 5,980 square feet or 0.137 acre of land.



ZC-2007-68
Specific Use Permit
Kennel with Indoor Pens & Commercial Pet Sitting
Part of Lot 1, Block 1
Park Rios Addition
recorded in Volume F, Page 181 C.C.M.R.
an Addition to the City of Plano
Andrew Piara Survey, Abstract No. 687
Collin County, Texas
November 2007



VICINITY MAP
Not to Scale

Note: Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning and Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

Tenant	Owner	Surveyor
Dogtown 837 Baxter Drive Plano, TX 75025 (P)214-934-9170 (Fax) NA Attn: Michelle Stewart	Park Blvd. Center Ltd. 4230 LBJ Freeway #129 Dallas, TX 75244 (P)818-222-7776 (Fax) 818-222-7616 Agent: Gene Cason	Roome Land Surveying 2000 Ave G, Suite 810 Plano, Texas 75074 Ph. (972) 423-4372 Fax (972) 423-7523 Attn: Fred Bernanderler

P:\ACS\00700\ACS77167.dwg

ROOME LAND SURVEYING, INC.
2000 AVENUE G
SUITE 810
PLANO, TX 75074
Phone Number (972) 423-4372
Fax Number (972) 423-7523

95

ORDINANCE NO. _____
(Zoning Case 2007-68)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 592 SO AS TO ALLOW THE ADDITIONAL USE OF KENNEL (INDOOR PENS) / COMMERCIAL PET SITTING ON 0.1± ACRE OF LAND BEING PART OF LOT 1, BLOCK 1 OF THE PARK RIOS ADDITION, AS RECORDED IN THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, LOCATED AT THE SOUTHEAST CORNER OF LOS RIOS BOULEVARD AND PARK BOULEVARD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED GENERAL OFFICE WITH SPECIFIC USE PERMIT #484 FOR VETERINARY CLINIC AND SPECIFIC USE PERMIT #57 FOR RESTAURANT; 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 28th day of January, 2008, for the purpose of considering granting Specific Use Permit No. 592 for Kennel (Indoor Pens) / Commercial Pet Sitting on 0.1± acre of land being part of Lot 1, Block 1 of the Park Rios Addition, as recorded in the Plat Records of Collin County, Texas, located at the southeast corner of Los Rios Boulevard and Park Boulevard in the City of Plano, Collin County, Texas, presently zoned General Office with Specific Use Permit #484 for Veterinary Clinic and Specific Use Permit #57 for Restaurant; 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 28th day of January, 2008; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 592 for the additional use of Kennel (Indoor Pens) / Commercial Pet Sitting on 0.1± acre of land being part of Lot 1, Block 1 of the Park Rios Addition, as recorded in the Plat Records of Collin County, Texas, located at the southeast corner of Los Rios Boulevard and Park Boulevard 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. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 592, allowing the additional use of Kennel (Indoor Pens) / Commercial Pet Sitting on 0.1± acre of land being part of Lot 1, Block 1 of the Park Rios Addition, as recorded in the Plat Records of Collin County, Texas, located at the southeast corner of Los Rios Boulevard and Park Boulevard in the City of Plano, Collin County, Texas, presently zoned General Office with Specific Use Permit #484 for Veterinary Clinic and Specific Use Permit #57 for Restaurant, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, 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 City of Plano, being part of the Andrew Piara Survey, Abstract No. 687, being part of Lot 1, Block 1 of Park Rios Addition, an addition to the City of Plano as recorded in Volume F, Page 181 of the Collin County Map Records with said premises being more particularly described as follows:

COMMENCING at a Carter & Burgess capped iron rod found in the south right-of-way line of Park Boulevard marking the northeast corner of said Lot 1;

THENCE South 06° 18' 05" West, 289.92 feet to the northeast corner of an existing masonry building and the POINT OF BEGINNING for the herein described premises;

THENCE with the east line of said premises along the east facing of said masonry building, South 00° 31' 14" West, 80.00 feet to the southeast corner of said building and the southeast corner of said premises;

THENCE with the south facing of said building and the south line of said premises, North 89° 28' 46" West, 69.00 feet to the southwest corner of said premises;

THENCE passing through the interior of said building along a west line of said premises, North 00° 31' 14" East, 80.00 feet to the northwest corner of said premises;

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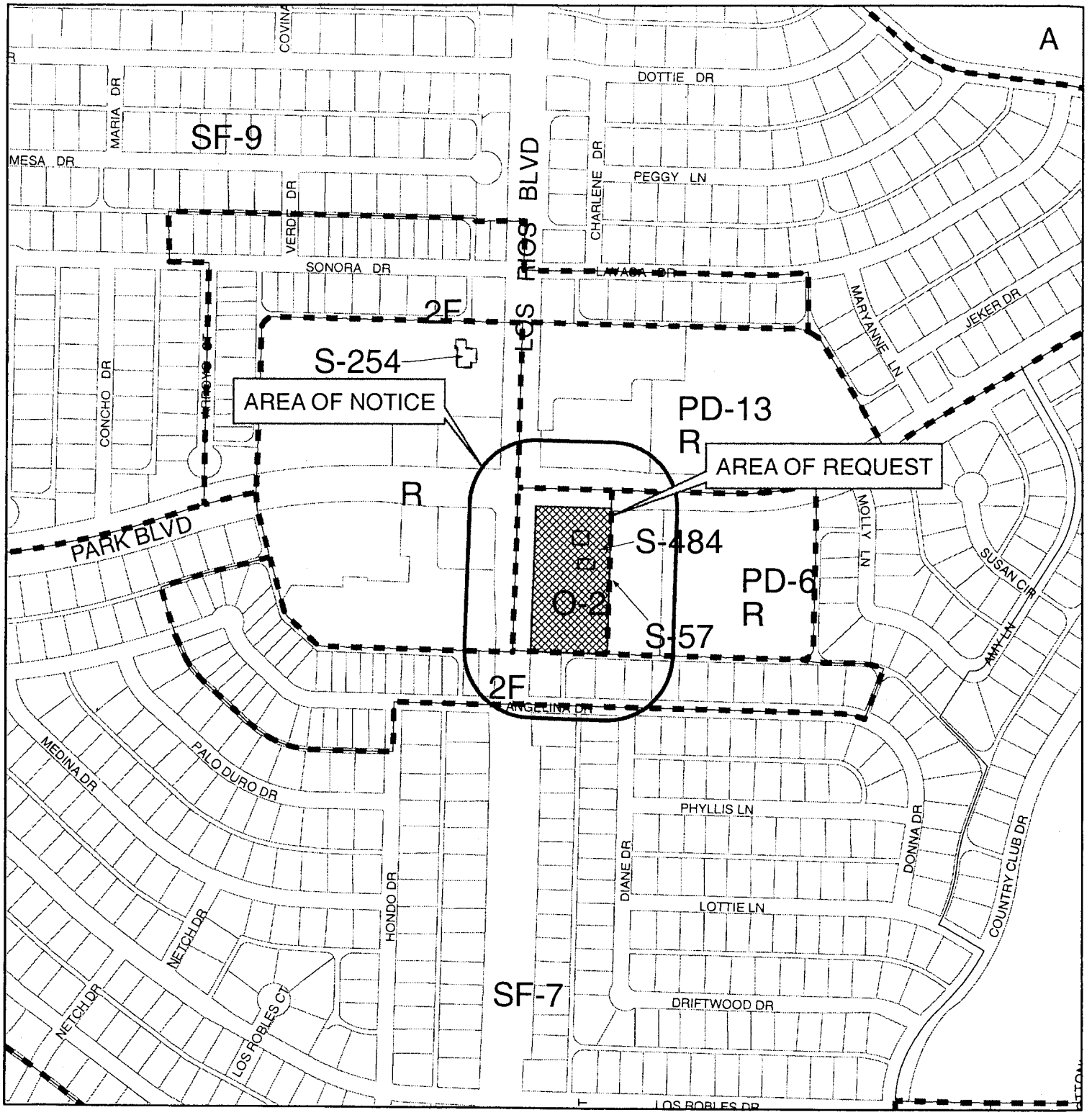

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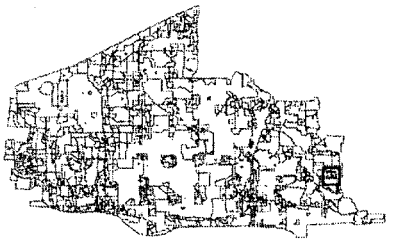
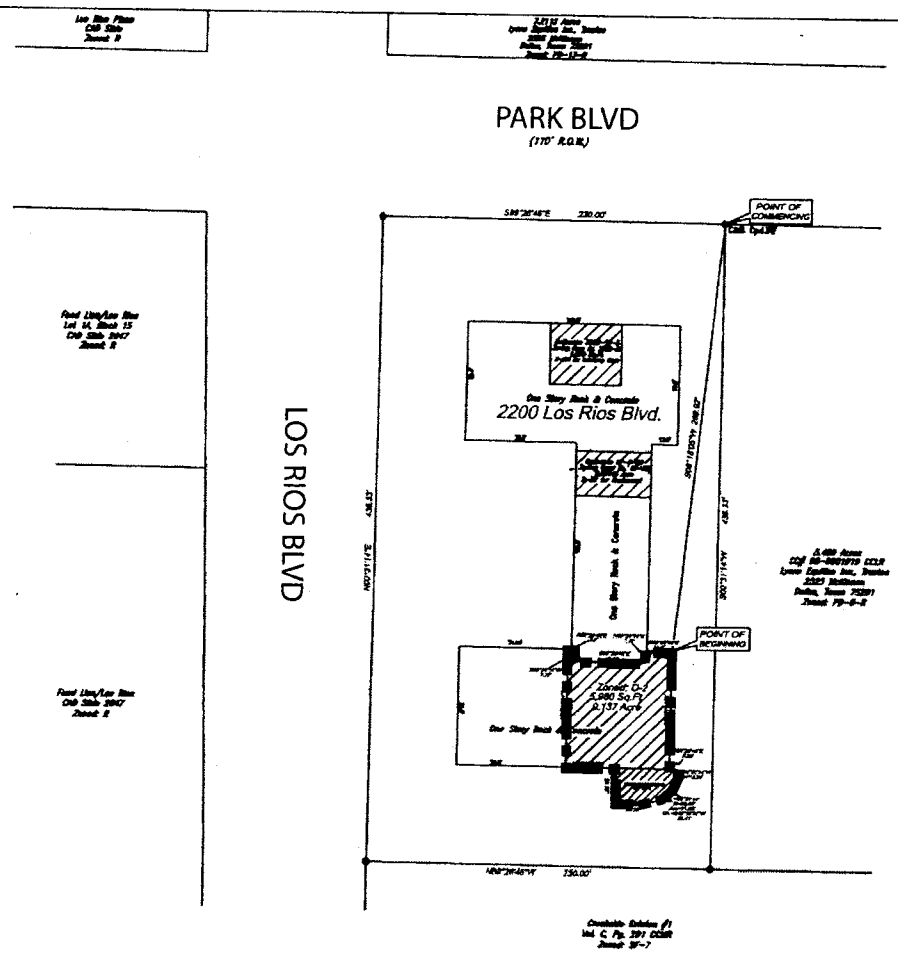


Zoning Case #: 2007-68

Existing Zoning: GENERAL OFFICE w/SPECIFIC USE PERMITS #484 & #57

○ 200' Notification Buffer

6-10



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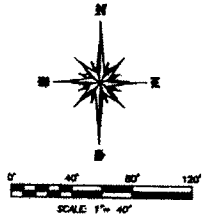

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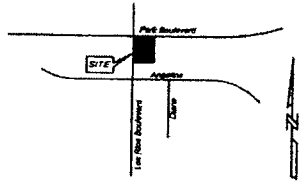

VICINITY MAP
Not to Scale

Note: Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning and Zoning Commission and/or City Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.

Tenant	Owner	Surveyor
Dogtown 837 Baxter Drive Plano, TX 75025 (P)214-934-9170 (Fax) NA Attn: Michelle Stewart	Park Blvd. Center Ltd. 4230 LBJ Freeway #129 Dallas, TX 75244 (P)818-222-7776 (Fax) 818-222-7618 Agent: Gene Cason	Roome Land Surveying 2000 Ave G, Suite 810 Plano, Texas 75074 Ph. (972) 423-4372 Fax (972) 423-7523 Attn: Fred Bernanderler

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ROOME LAND SURVEYING, INC.
2000 AVENUE G
SUITE 810
PLANO, TX 75074
Phone Number (972) 423-4372
Fax Number (972) 423-7523

119

CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	☐ Yes	☒ Not Applicable
☐ Consent ☐ Regular ☐ Statutory		Reviewed by Budget C.S.	☒ Yes	☐ Not Applicable
Council Meeting Date:	1/28/08	Reviewed by Legal	☒ Yes	☐ Not Applicable
Department:	Development Business Center		Initials	Date
Department Head	Frank F. Turner	Executive Director		1-23-08
Dept Signature:		City Manager		1/23/08

Agenda Coordinator (include phone #): **Sherry Jackson Ext#7122**

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, APPROVING THE TERMS AND CONDITIONS OF A LETTER AGREEMENT BY AND BETWEEN PINNACLE AMS DEVELOPMENT COMPANY, LLC AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☒ OPERATING EXPENSE ☐ REVENUE ☐ CIP

FISCAL YEAR: **2007-08**	**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): PROPERTY MANAGEMENT FUND

COMMENTS: Funding for this item is available within the Property Management Fund balance in an amountnot to exceed $25,000.

STRATEGIC PLAN GOAL: Providing funding for this Agreement relates to the City's Goal of Livable and Sustainable Community.

SUMMARY OF ITEM

Letter Agreement provides that the City and Pinnacle will enter into an exclusive non-binding period of negotiation for the development of the property bounded on the west by Avenue I, on the north by 15th Street, and the east by DART right-of-way and on the south by 14th Street as a mixed-use urban development. The City will reimburse Pinnacle in an amount not to exceed $25,000 for the preparation of any studies or plans related to public improvements associated with the development of property.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Exhibit A - Letter Agreement	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A LETTER AGREEMENT BY AND BETWEEN PINNACLE AMS DEVELOPMENT COMPANY, LLC AND THE CITY OF PLANO; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed letter agreement for potential redevelopment of approximately 3.0 acres located in the City of Plano and bounded on the west by Avenue I, on the north by 15th Street, on the east by the Dallas Rapid Area Transit right-of-way and on the south by 14th Street between Pinnacle AMS Development Company, LLC and the City of Plano, 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 _____, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

7-2 N:\ORD&RES\res-approval-Pinnacle AMS.doc(1/22/08-JG)

Exhibit "A" to Resolution No.

city of plano

January ____, 2008

Pinnacle AMS Development Company, LLC
Attention: Kent Plemons
14001 Dallas Parkway, Suite 750
Dallas, Texas 75240

Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

Re: Letter Agreement – Downtown Redevelopment
926 E. 15th Street

Dear Mr. Plemons:

The purpose of this letter is to memorialize the agreement between the City of Plano ("City") and Pinnacle AMS Development Company, LLC "("Pinnacle") for the potential redevelopment of approximately 3.0 acres ("Property") located in the City of Plano and bounded on the west by Avenue I, on the north by 15th Street, on the east by the Dallas Rapid Area Transit right-of-way, and on the south by 14th Street. The terms of the agreement are as follows:

City and Pinnacle agree to enter into an exclusive non-binding period of negotiations for the acquisition and development of the Property as a mixed-use urban development. The Property consists of approximately 3.0 acres of which approximately 1.5 is owned by the City of Plano and approximately 1.5 acres is owned by J&A Family Partners, Ltd. ("Eisenberg Skate Park"). Pinnacle will acquire and consolidate the two tracts. The mixed-use development ("Project") on the combined 3+ acre site will contain not less than 200,000 square feet of gross floor area, 200 residential units and approximately 15,000 square feet of non-residential leasable space, as the design permits. The project is to include 100 parking spaces for the city's exclusive use and at the city's discretion and cost inclusion of approximately 10,000 square feet building area for municipal occupancy. The project is to be designed in accordance with the City's goals for downtown Plano and the principles of transit-oriented development. The period of negotiation shall expire on May 1, 2008 but may be extended for additional periods of 30 days upon mutual consent.

At the conclusion of the period of negotiations the parties should have a proposed conceptual plan for the development of the Property that includes a building space program, preliminary site plan, preliminary facade elevations, a parking plan and a street and pedestrian plan. Also, the parties will have a proposed development agreement that encompasses the terms and conditions for the acquisition of the Property, a construction schedule with

P.O. Box 860358
no, Texas 75086-0358
972-941-7000
www.plano.gov

Printed on Recycled Paper

performance standards, enumeration of the project elements to be conveyed for public benefit, delineation of the public and private responsibilities for the design and construction of the Project, any incentives (financial or otherwise) provided by City to facilitate completion of the Project, and provisions related to the rights and remedies of the parties in the event of default. Approval of the proposed plan(s) and development agreement shall be by mutual acceptance, including the affirmative action by the City Council.

Pinnacle will solicit the involvement of area property owners, businesses and residents in the design process, including a minimum of two open design work sessions. The City and Pinnacle acknowledge that the Project is located in Tax Increment Financing District 2 and may use the authority and other benefits of the district. City will reimburse Pinnacle in an amount not to exceed $25,000 for the preparation of any studies or plans related to public improvements associated with the development of the Property. City shall have the right to use any studies or plans for which Pinnacle receives a reimbursement from the City.

This agreement, subsequent contracts or permits may not be assigned without permission of the City except to a new entity that includes Pinnacle as a substantial partner or owner.

The City shall not be responsible for any costs incurred by Pinnacle pursuant to this agreement except as expressly provided herein. Nothing in this agreement shall obligate either party to enter into further agreements.

Sincerely,

_____
Thomas H. Muehlenbeck
City Manager

Accepted and Agreed to on this the _____ day of _____, 2008.

Pinnacle AMS Development
Company, LLC

By: _____

Public Hearing and Consideration of Ordinances Requested in Zoning Cases 2007-58, 2007-60 and 2007-62 through 2007-65 all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific User Permit for an additional use of a Private Club and the applicant is the City of Plano.

(8a) **Zoning Case 2007-58** – To rescind Specific Use Permit #137 for a Private Club on one lot on 1.4+ acres located at the northeast corner of U.S. Highway 75 and Park Boulevard. Zoned Corridor Commercial.

(8b) **Zoning Case 2007-60** – To rescind Specific Use Permit #206 for Private Club on one lot on 0.1± acre located at the southwest corner of U.S. Highway 75 and Enterprise Drive. Zoned Corridor Commercial.

(8c) **Zoning Case 2007-62** – To rescind Specific Use Permit #212 for Private Club on one lot on 2.2± acres located at the northwest corner of Preston Road and Park Boulevard. Zoned Planned Development-68-Retail.

(8d **Zoning Case 2007-63** – To rescind Specific Use Permit #216 for Private Club on one lot on 2.3± acres located on the west side of U.S. Highway 75, 270± feet north of 15th Street. Zoned Planned Development-469-Corridor Commercial.

(8e) **Zoning Case 2007-64** – To rescind Specific Use Permit #224 for Private Club on one lot on 2.1± acres located at the southwest corner of U.S. Highway 75 and 16th Street. Zoned Planned Development-469-Corridor Commercial.

(8f) **Zoning Case 2007-65** – To rescind Specific Use Permit #257 for Private Club on one lot on 0.1± acre located on the east side of U.S. Highway 75, 230± feet south of 18th Street. Zoned Corridor Commercial.

All locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; 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. Applicant: City of Plano

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 9A PUBLIC HEARING
ZONING CASE 2007-58
APPLICANT: CITY OF PLANO

Request to rescind Specific Use Permit #137 for Private Club on one lot on 1.4± acres located at the northeast corner of U.S. Highway 75 and Park Boulevard. Zoned Corridor Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 1

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TMF/dc

Z:PAC/01-28-08-CC

9a-1

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 9A

Public Hearing: Zoning Case 2007-58

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #137 for Private Club on one lot on 1.4± acres located at the northeast corner of U.S. Highway 75 and Park Boulevard. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #137 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

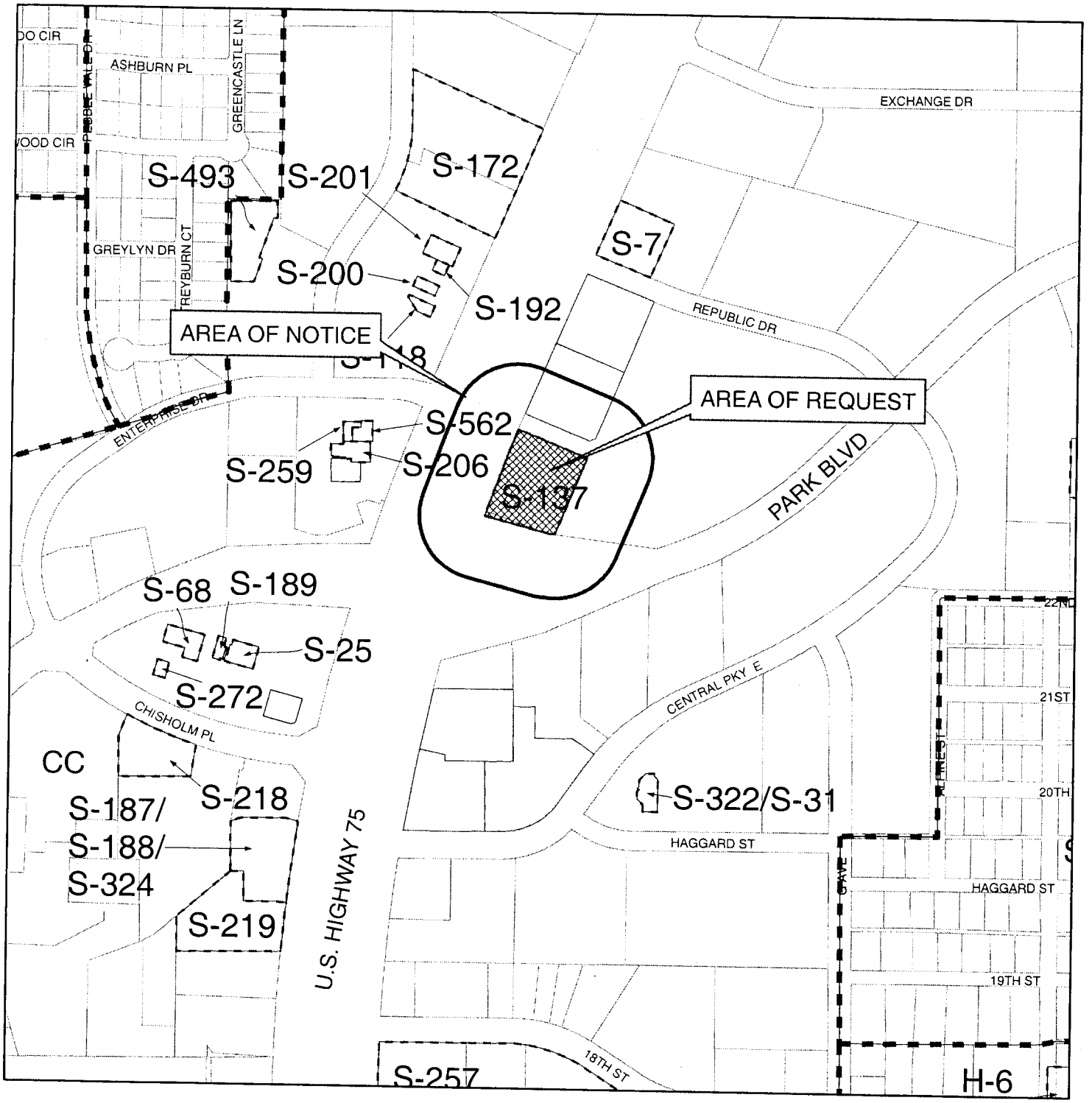
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Zander's House operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

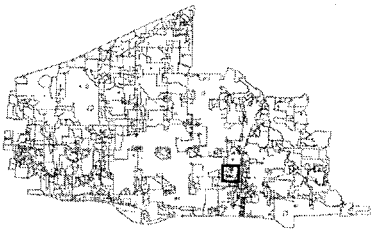
Recommended for approval as submitted.

8-2



Zoning Case #: 2007-58

Existing Zoning: CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMIT #137



○ 200' Notification Buffer

ORDINANCE NO. _____
(Zoning Case 2007-58)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 85-12-29; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 137 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 1.4± ACRES OF LAND OUT OF THE JOHN SALMON SURVEY, ABSTRACT NO. 814, LOCATED AT THE NORTHEAST CORNER OF U.S. HIGHWAY 75 AND PARK BOULEVARD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 28th day of January, 2008, for the purpose of considering rescinding Specific Use Permit No. 137 for the additional use of Private Club on one lot on 1.4± acres of land out of the John Salmon Survey, Abstract No. 814, located at the northeast corner of U.S. Highway 75 and Park Boulevard in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of January, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 137 for the additional use of Private Club 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. Ordinance No. 85-12-29, duly passed and approved by the City Council of the City of Plano, Texas, on December 23, 1985, granting Specific Use Permit No. 137 for the additional use of Private Club on one lot on 1.4± acres of land out of the John Salmon Survey, Abstract No. 814, located at the northeast corner of U.S. Highway 75 and Park Boulevard in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 137 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 137 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the John Salmon Survey, Abstract No. 814, Collin County, Texas, and being out of Tract 1 of the Busiek-Park Boulevard Addition, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 10, Page 71 of the Collin County Plat Records which said Busiek-Park Boulevard Addition was vacated by instrument as filed for record in Volume 1323, Page 133 of the Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found iron rod for a corner at the most westerly southwest corner of Lot 1, Block 1, Central Park Addition, an addition to the City of Plano, as filed for record in Plat Cabinet "C", Page 367, of the Plat Records of Collin County, Texas; said point also lying on the east right-of-way line of U.S. Highway 75, (320 feet wide);

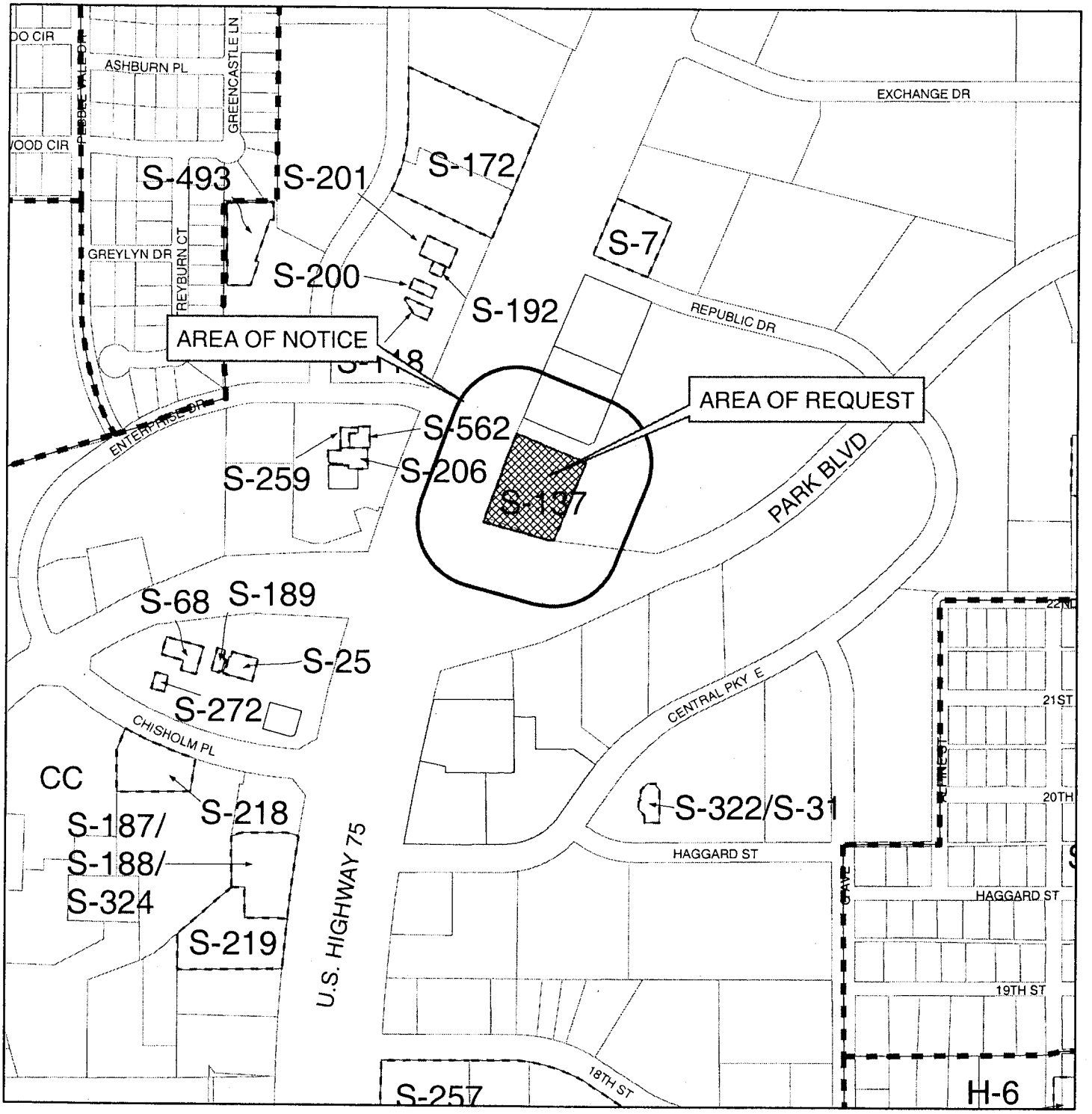
THENCE South, 67° 11' 32" East, departing said east right-of-way line of U.S. Highway 75, a distance of 225.91 feet to a found iron rod for a corner;

THENCE South, 22° 48' 28" West, a distance of 251.40 feet to a set iron rod for a corner in the north right-of-way line of Park Boulevard (variable right-of-way);

THENCE North, 82° 35' 50" West, a distance of 20.30 feet along said north right-of-way line of Park Boulevard to a found iron rod for corner;

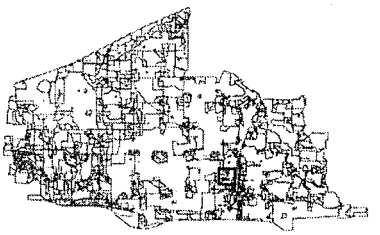
THENCE North, 69° 46' 30" West, a distance of 200.90 feet to a found iron rod for a corner at the intersection of the said east right-of-way line of U.S. Highway 75 and the north right-of-way line of Park Boulevard, said point lying on a circular curve to the right having a tangent of 133.00 feet whose back tangent bears South, 20° 13' 30" West, and having a radius of 5,569.58 feet;

THENCE in a northeasterly direction along said circular curve to the right and said east right-of-way line of U.S. Highway 75 through a central angle of 02° 44' 09", an arc distance of 265.94 feet to the POINT OF BEGINNING and CONTAINING 58,450 square feet or 1.342 acres of land, more or less.



Zoning Case #: 2007-58

Existing Zoning: CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMIT #137



○ 200' Notification Buffer

8á8

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 9C PUBLIC HEARING
ZONING CASE 2007-60
APPLICANT: CITY OF PLANO

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

Request to rescind Specific Use Permit #206 for Private Club on one lot on 0.1± acre located at the southwest corner of U.S. Highway 75 and Enterprise Drive. Zoned Corridor Commercial.

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TMF/dc

Z:PAC/01-28-08-CC

8b-1

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 9C

Public Hearing: Zoning Case 2007-60

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #206 for Private Club on one lot on 0.1± acre located at the southwest corner of U.S. Highway 75 and Enterprise Drive. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #206 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

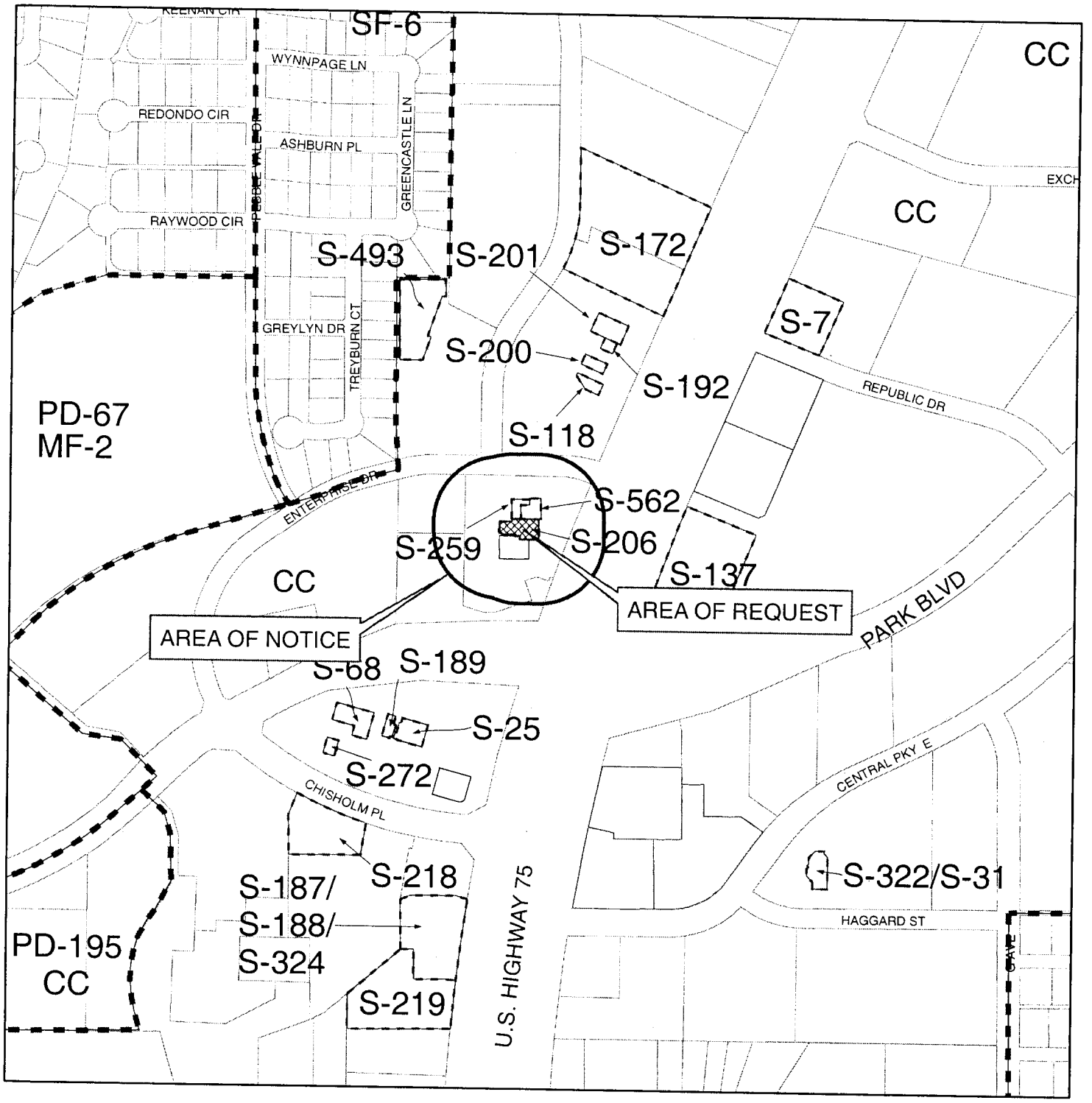
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Tomo Sushi Bar and Grill operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

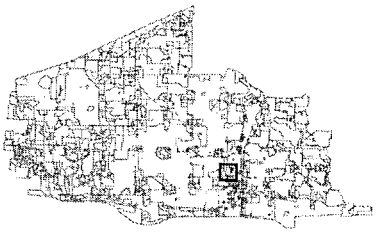
Recommended for approval as submitted.

8b-2



Zoning Case #: 2007-60

Existing Zoning: CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMIT #206



○ 200' Notification Buffer

8b-3

ORDINANCE NO. _____
(Zoning Case 2007-60)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 92-11-44; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 206 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND ON LOT 1, BLOCK A, CENTRAL CENTER RETAIL ADDITION, AS RECORDED IN THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, LOCATED AT THE SOUTHWEST CORNER OF U.S. HIGHWAY 75 AND ENTERPRISE DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 28th day of January, 2008, for the purpose of considering rescinding Specific Use Permit No. 206 for the additional use of Private Club on one lot on 0.1± acre of land on Lot 1, Block A, Central Center Retail Addition, as recorded in the Plat Records of Collin County, Texas, located at the southwest corner of U.S. Highway 75 and Enterprise Drive in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of January, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 206 for the additional use of Private Club 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. Ordinance No. 92-11-44, duly passed and approved by the City Council of the City of Plano, Texas, on November 23, 1992, granting Specific Use Permit No. 206 for the additional use of Private Club on one lot on 0.1± acre of land on Lot 1, Block A, Central Center Retail Addition, as recorded in the Plat Records of Collin County, Texas, located at the southwest corner of U.S. Highway 75 and Enterprise Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 206 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 206 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

8b-6

EXHIBIT "A"
LEGAL DESCRIPTION

BEING 6,457 square feet located in Lot 1, Block A, Central Center Retail Addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet F, Page 374 of the Plat Records of Collin County, Texas, and being more particularly described by metes and bounds, as follows:

BEGINNING at a point lying 53.00 feet east and 145.10 feet south of the northwest corner of said Lot 1;

THENCE East, 38.30 feet;

THENCE North, 8.00 feet;

THENCE East, 82.00 feet;

THENCE South, 64.00 feet;

THENCE West, 58.00 feet;

THENCE North, 11.00 feet;

THENCE West, 17.00 feet

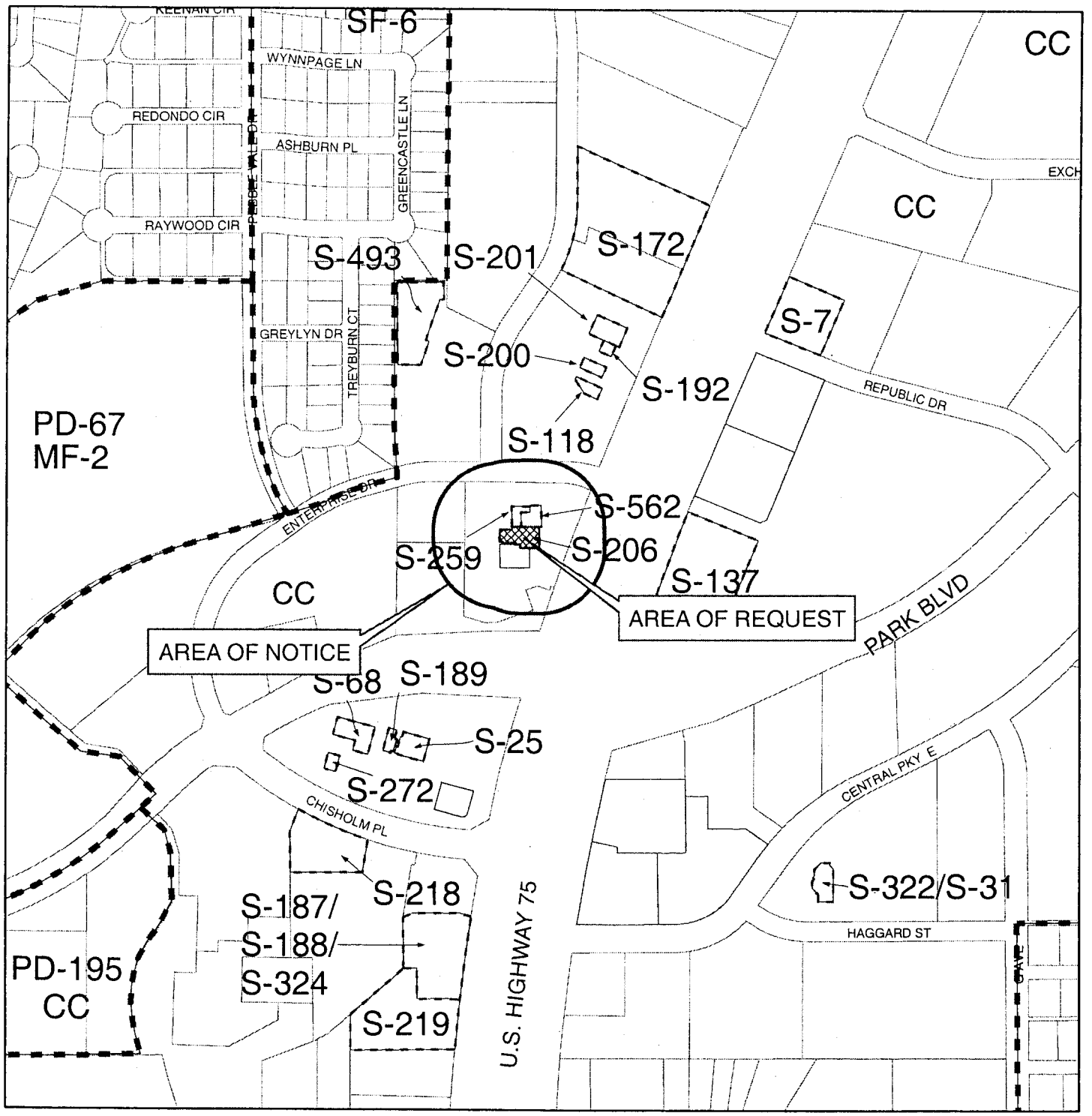
THENCE North, 5.00 feet;

THENCE West, 39.30 feet;

THENCE North, 4.00 feet;

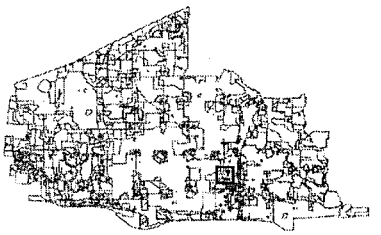
THENCE West, 6.00 feet;

THENCE North, 36.00 feet to THE POINT OF BEGINNING and CONTAINING 6,457 square feet of land.



Zoning Case #: 2007-60

Existing Zoning: CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMIT #206



○ 200' Notification Buffer

8b-8

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 9E PUBLIC HEARING
ZONING CASE 2007-62
APPLICANT: CITY OF PLANO

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

Request to rescind Specific Use Permit #212 for Private Club on one lot on 2.2± acres located at the northwest corner of Preston Road and Park Boulevard. Zoned Planned Development-68-Retail.

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/dc

Z:PAC/01-28-08-CC

8C-1

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 9E

Public Hearing: Zoning Case 2007-62

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #212 for Private Club on one lot on 2.2± acres located at the northwest corner of Preston Road and Park Boulevard. Zoned Planned Development-68-Retail.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #212 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

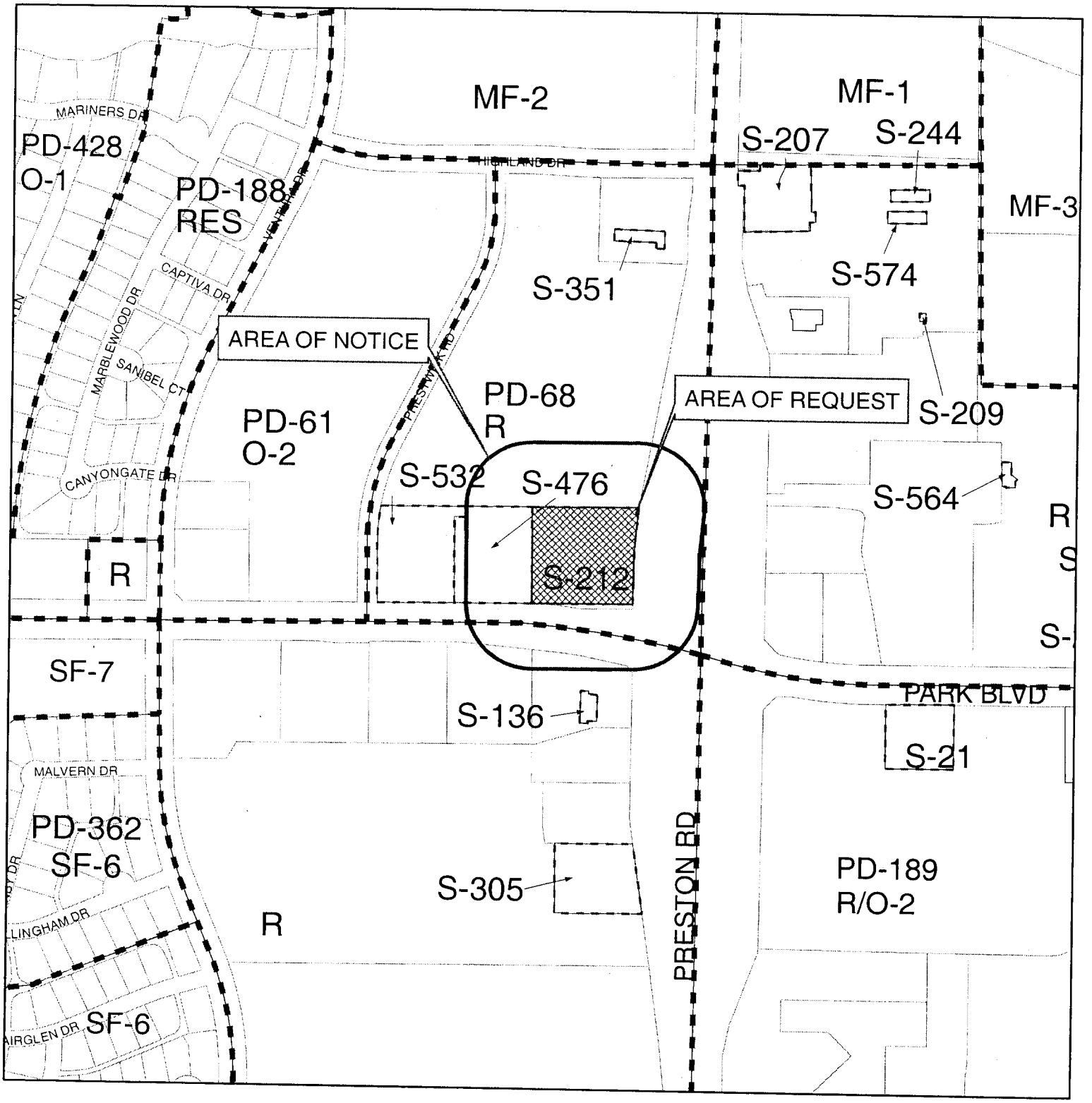
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Romano's Macaroni Grill restaurant operates with a Mixed Beverage Permit directly from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

8c-2



Zoning Case #: 2007-62

Existing Zoning: PLANNED DEVELOPMENT-68-RETAIL w/SPECIFIC USE PERMIT #212/ PRESTON ROAD OVERLAY DISTRICT

200' Notification Buffer

8c-3

ORDINANCE NO. _____
(Zoning Case 2007-62)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 92-12-22; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 212 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 2.2± ACRES OF LAND OUT OF THE LAWSON CLARK SURVEY, ABSTRACT NO. 217 AND THE J.T. COTTON SURVEY, ABSTRACT NO. 202, LOCATED AT THE NORTHWEST CORNER OF PRESTON ROAD AND PARK BOULEVARD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 28th day of January, 2008, for the purpose of considering rescinding Specific Use Permit No. 212 for the additional use of Private Club on one lot on 2.2± acres of land out of the Lawson Clark Survey, Abstract No. 217 and the J.T. Cotton Survey, Abstract No. 202, located at the northwest corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of January, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 212 for the additional use of Private Club 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. Ordinance No. 92-12-22, duly passed and approved by the City Council of the City of Plano, Texas, on December 14, 1992, granting Specific Use Permit No. 212 for the additional use of Private Club on one lot on 2.2± acres of land out of the Lawson Clark Survey, Abstract No. 217 and the J.T. Cotton Survey, Abstract No. 202, located at the northwest corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, presently zoned Planned Development-68-Retail with Specific Use Permit No. 212 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 212 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

8c-6

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land located in the Lawson Clark Survey, Abstract No. 217, and the J.T. Cotton Survey, Abstract No. 202, Collin County, Texas, and being a portion of the 22.682 acre tract of land conveyed to Bright Banc Savings Association, by the Substitute Trustee's Deed recorded in Volume 2910, Page 738 of the Deed Records of Collin County, Texas. Said 2.22907 acres of land being more particularly described as follows:

COMMENCING at a 1/2" iron rod found at the intersection of the east line of Prestwick Road (a 60' R.O.W.) with the north line of the West Park Boulevard (a variable width R.O.W.) thence South 89° 38' 00" East along said north line of West Park Boulevard 383.60 feet to a 1/2" iron rod found, said iron rod being the beginning of a curve to the right having a central angle of 03° 23' 45", a radius of 1,492.39 feet, tangent of 44.24 feet, chord bearing of North 87° 56' 07" West, 88.44 for an arc length of 88.45 feet to a 1/2" iron rod set for the point of beginning of this description;

THENCE North 00° 22' 00" East departing of the north line of West Park Boulevard a distance of 300.12 feet to a 1/2" iron rod set for corner;

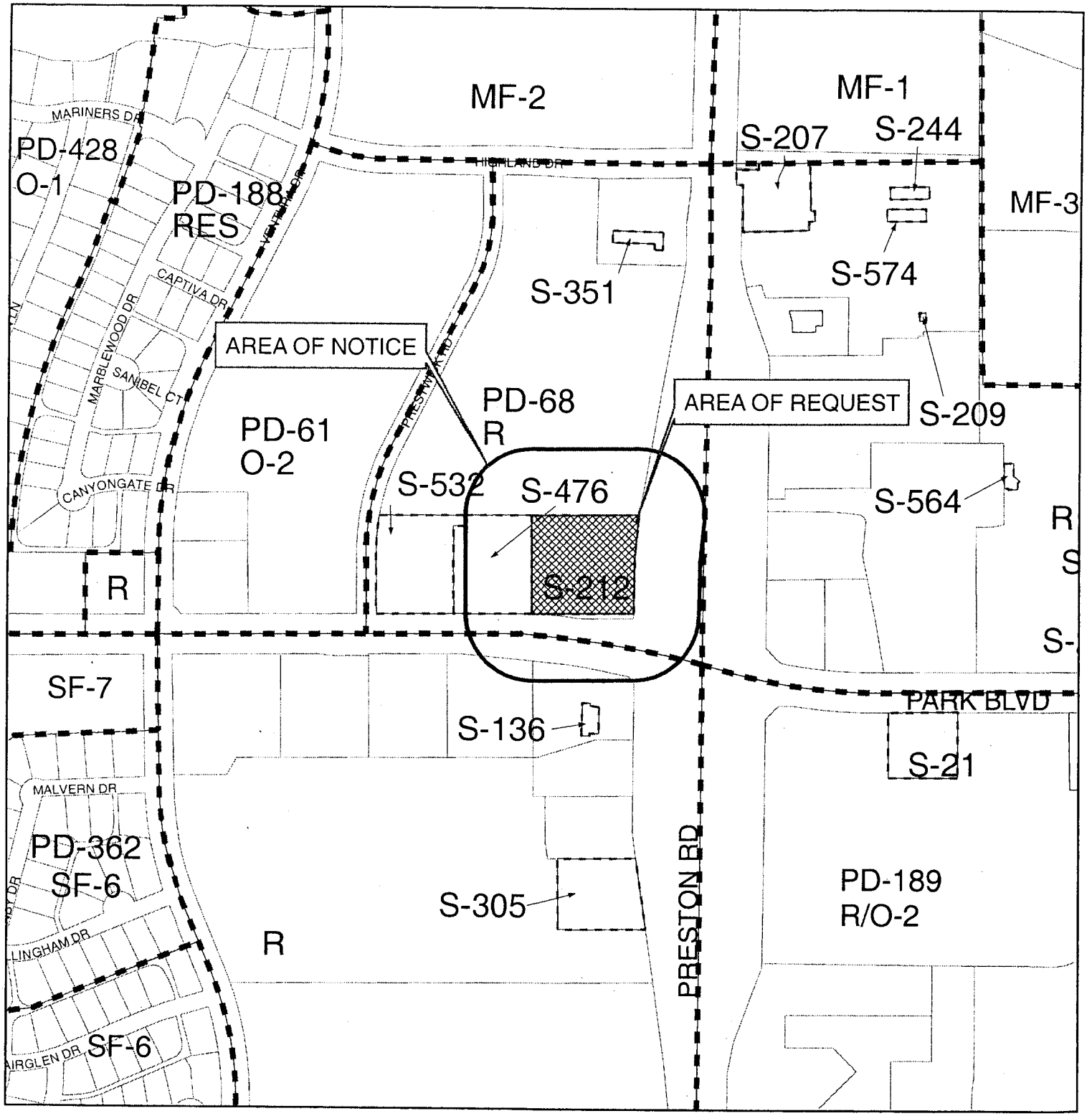
THENCE South 89° 38' 00" East, a distance of 325.97 feet to a 1/2" iron rod set in the proposed west line of Preston Road (a variable width R.O.W.), said iron rod being in a curve to the left having a central angle of 07° 39' 17", a radius of 1,157.50 feet, a tangent of 77.44 feet and a chord bearing of South 05° 36' 30" West, 154.53 feet;

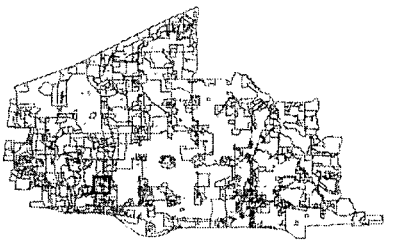
THENCE along said proposed west line of Preston Road and along said curve to the left for an arc length of 154.64 feet to a 1/2" iron rod set for corner;

THENCE South 01° 46' 51" West along the proposed west line of Preston Road a distance of 158.67 feet to a 1/2" iron rod set at the intersection of the proposed west line of Preston Road with the north line of West Park Boulevard;

THENCE North 89° 38' 00" West along the north line of West Park Boulevard a distance of 185.28 feet to a 1/2" iron rod found for corner, said iron rod being the beginning of a curve to the left having a central angle of 04° 44' 04", a radius of 1,492.39 feet, a tangent of 61.69 feet, and a chord bearing of North 83° 52' 12" West, 123.28 feet;

THENCE along said north line of West Park Boulevard and along said curve to the left for an arc length 123.32 feet to the POINT OF BEGINNING and containing 97,098 square feet which is 2.22907 acres of land, more or less.





Zoning Case #: 2007-62

Existing Zoning: PLANNED DEVELOPMENT-68-RETAIL w/SPECIFIC USE PERMIT #212/ PRESTON ROAD OVERLAY DISTRICT

○ 200' Notification Buffer

8C-8

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 9F PUBLIC HEARING
ZONING CASE 2007-63
APPLICANT: CITY OF PLANO

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

Request to rescind Specific Use Permit #216 for Private Club on one lot on 2.3± acres located on the west side of U.S. Highway 75, 270± feet north of 15th Street. Zoned Planned Development-469-Corridor Commercial.

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/dc

Z:PAC/01-28-08-CC

8d-1

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 9F

Public Hearing: Zoning Case 2007-63

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #216 for Private Club on one lot on 2.3± acres located on the west side of U.S. Highway 75, 270± feet north of 15th Street. Zoned Planned Development-469-Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #216 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

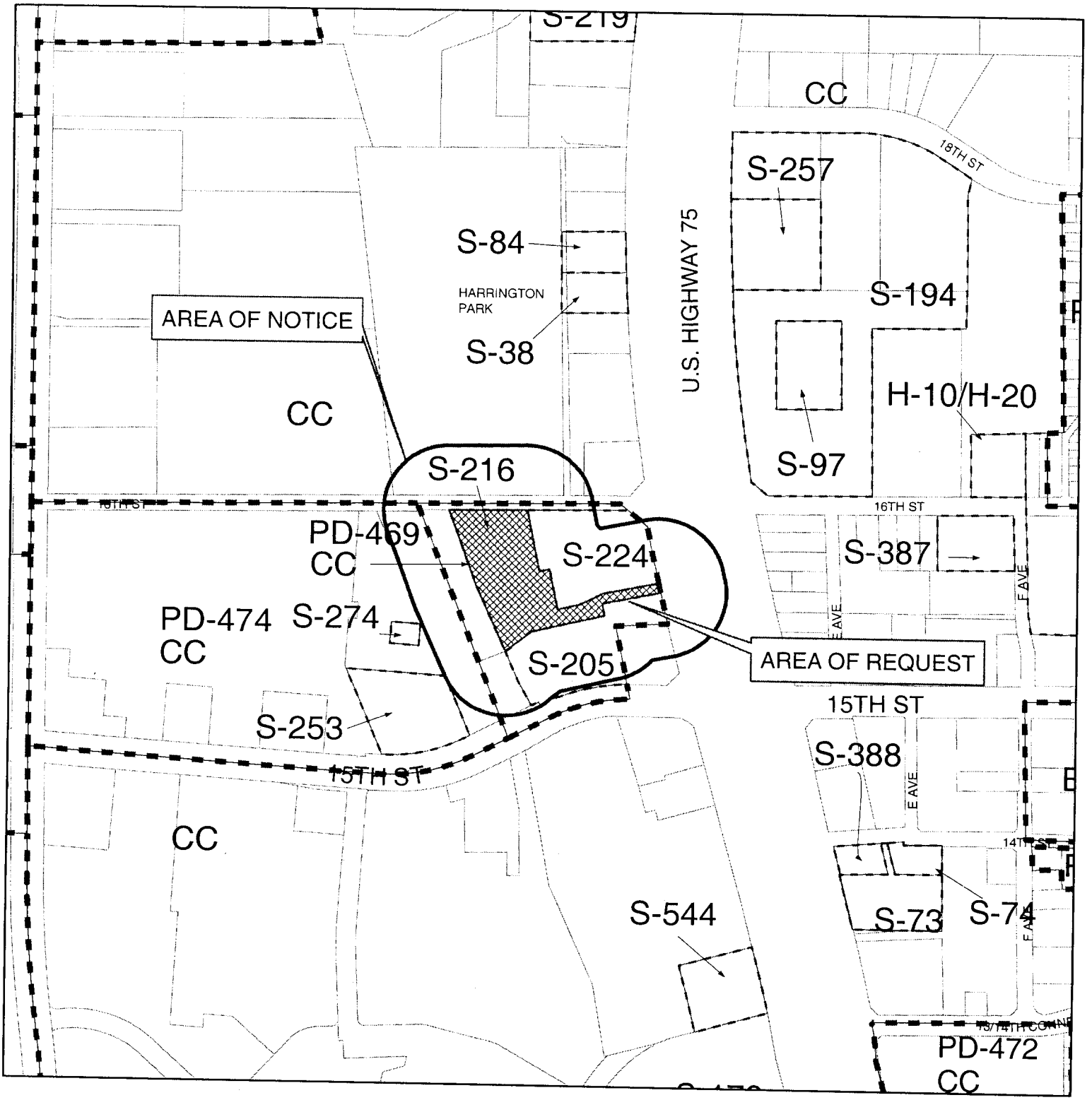
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Outback Steakhouse restaurant operates with a Mixed Beverage Permit directly from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

8d-2



Zoning Case #: 2007-63

Existing Zoning: PLANNED DEVELOPMENT-469-CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #216

○ 200' Notification Buffer

8d-3

ORDINANCE NO. _____
(Zoning Case 2007-63)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 93-2-35; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 216 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 2.3± ACRES OF LAND OUT OF THE JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213, LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 75, 270± FEET NORTH OF 15TH STREET IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 28th day of January, 2008, for the purpose of considering rescinding Specific Use Permit No. 216 for the additional use of Private Club on one lot on 2.3± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located on the west side of U.S. Highway 75, 270± feet north of 15th Street in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of January, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 216 for the additional use of Private Club 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. Ordinance No. 93-2-35, duly passed and approved by the City Council of the City of Plano, Texas, on February 22, 1993, granting Specific Use Permit No. 216 for the additional use of Private Club on one lot on 2.3± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located on the west side of U.S. Highway 75, 270± feet north of 15th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-469-Corridor Commercial with Specific Use Permit No. 216 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 216 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

8d-6

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 2.251 acre tract of land situated in the City of Plano, Collin County, Texas, out of the Joseph Klepper Survey, Abstract No. 213, being a portion of Lot 3 and Lot 4 of a Replat of The Restaurants of Spring Creek Addition, an Addition to the City of Plano, according the Revised Map thereof recorded in Volume H, Page 474, of the Map Records of Collin County, Texas, said tract being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap for the southeast corner of Lot 1 of said Replat of The Restaurants of Spring Creek Addition, being the most easterly northeast corner of said Lot 3, and being in the westerly right-of-way line of U.S. Highway 75 (variable width right-of-way), said corner being in a curve to the left having a radius of 5,904.58 feet and along a chord that bears South 11° 35' 46" East, 30.00 feet;

THENCE southeasterly along said curve to the left and the westerly right-of-way line of said U.S. Highway 75, through a central angle of 00° 17' 28" and an arc distance of 30.00 feet to the most easterly corner of said Lot 3, being the northeast corner of Lot 2 of said Replat of The Restaurants of Spring Creek Addition, a 5/8" iron rod with a cap stamped "Carter and Burgess" for corner;

THENCE leaving the westerly right-of-way line of said U.S. Highway 75, along and with the north line of said Lot 2, being the south line of said Lot 3, the following four courses and distances:

> South 79° 25' 17" West, 180.41 feet to a 5/8" iron rod with a cap stamped "Carter and Burgess" for corner;
>
> South 10° 34' 43" East, 38.17 feet to a 5/8" iron rod with a cap stamped "Carter and Burgess" for corner;
>
> South 77° 30' 00" West, 230.02 feet to a 5/8" iron rod with a cap stamped "Carter and Burgess" for corner;
>
> South 51° 40' 11" West, 100.14 feet to the common corner of Lot 2, Lot 3, Lot 5, and Lot 6 of said Replat of The Restaurants of Spring Creek Addition, a 5/8" iron rod with a cap stamped "Carter and Burgess" for corner;

THENCE North 23° 22' 42" West 219.58 feet along and with the west line of said Lot 3, being the east line of said Lot 5 to the northwest corner of said Lot 3 being the southwest corner of said Lot 4, and 5/8" iron rod stamped "Carter and Burgess" for corner;

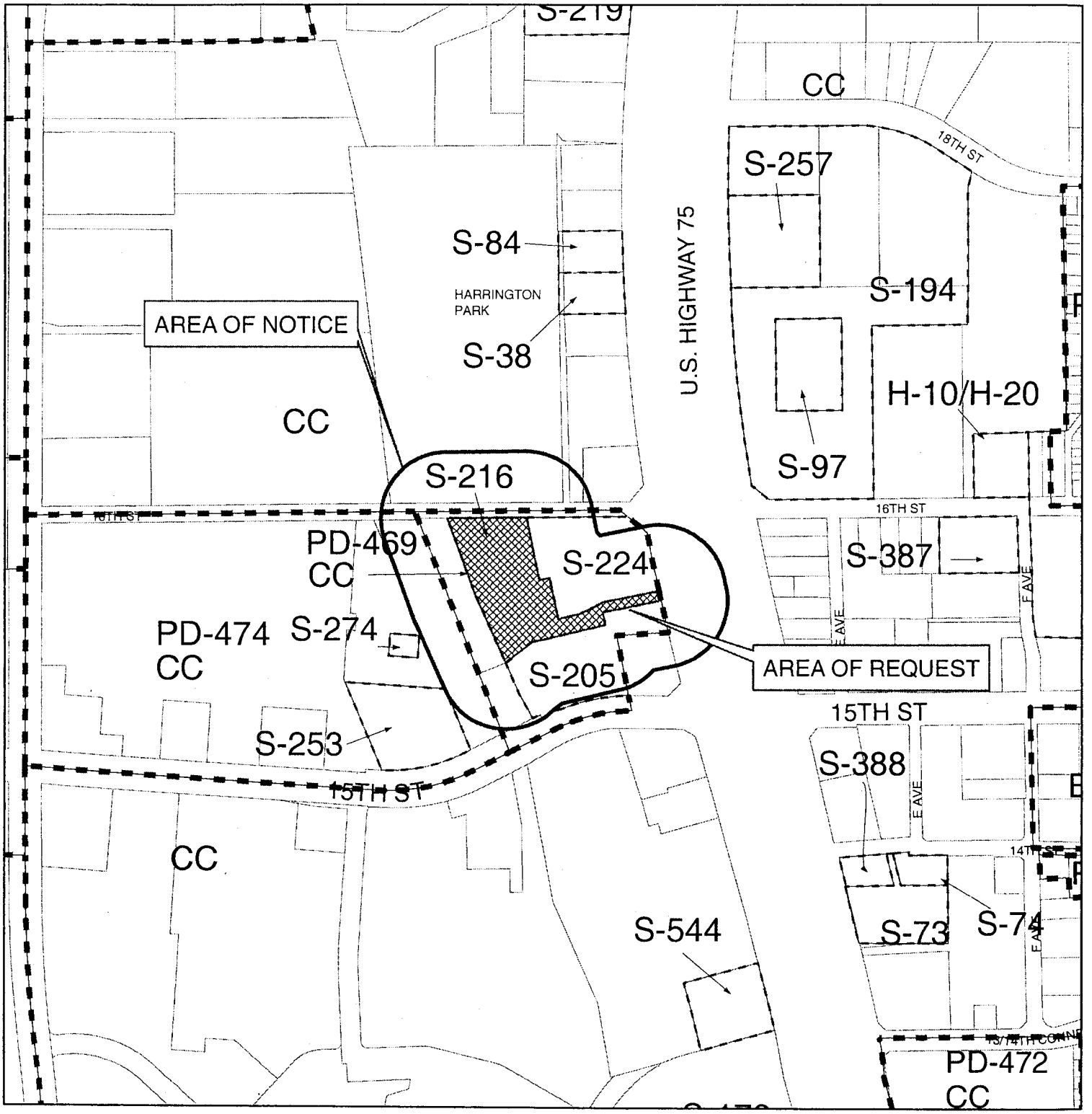
THENCE North 19° 16' 18" West 246.10 feet along and with the west line of said Lot 4, Block 1 and the east line of said Lot 5 to the northwest corner of said Lot 4, being the northeast corner of said Lot 5, and also being in the southerly right-of-way line of 16th Street (a 45.0 foot right-of-way), and 5/8" iron rod stamped "Carter and Burgess" for corner;

THENCE North 89° 36' 00" East, 237.74 feet along and with the north line of said Lot 4 and the south right-of-way line of 16th Street to a 5/8" iron rod stamped "Carter and Burgess" for corner;

THENCE leaving the southerly right-of-way line of said 16th Street crossing said Lot 4 and said Lot 3 the following five courses and distances:

> South 10° 34' 43" East, 189.65 feet to a 5/8" iron rod with a cap stamped "Carter and Burgess" for corner;
>
> North 79° 25' 17" East, 32.00 feet to a 5/8" iron rod stamped "Carter and Burgess" for corner;
>
> South 10° 34' 43" East, 126.01 feet to a 5/8" iron rod stamped "Carter and Burgess" for corner;
>
> North 77° 30' 00" East, 69.54 feet to a 5/8" iron rod stamped "Carter and Burgess" for corner;
>
> North 64° 30' 00" East, 79.43 feet to a 5/8" iron rod stamped "Carter and Burgess" for corner set in the South line of said Lot 1;

THENCE North 79° 25' 17" East, 171.98 feet along and with the south line of said Lot 1 to the POINT OF BEGINNING and CONTAINING 2.251 acres or 98,034 square feet of land, more or less.



Zoning Case #: 2007-63

Existing Zoning: PLANNED DEVELOPMENT-469-CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #216

○ 200' Notification Buffer

8d-9

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 9G PUBLIC HEARING
ZONING CASE 2007-64
APPLICANT: CITY OF PLANO

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

Request to rescind Specific Use Permit #224 for Private Club on one lot on 2.1± acres located at the southwest corner of U.S. Highway 75 and 16th Street. Zoned Planned Development-469-Corridor Commercial.

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

Z:PAC/01-28-08-CC

8e-1

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 9G

Public Hearing: Zoning Case 2007-64

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #224 for Private Club on one lot on 2.1± acres located at the southwest corner of U.S. Highway 75 and 16th Street. Zoned Planned Development-469-Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #224 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

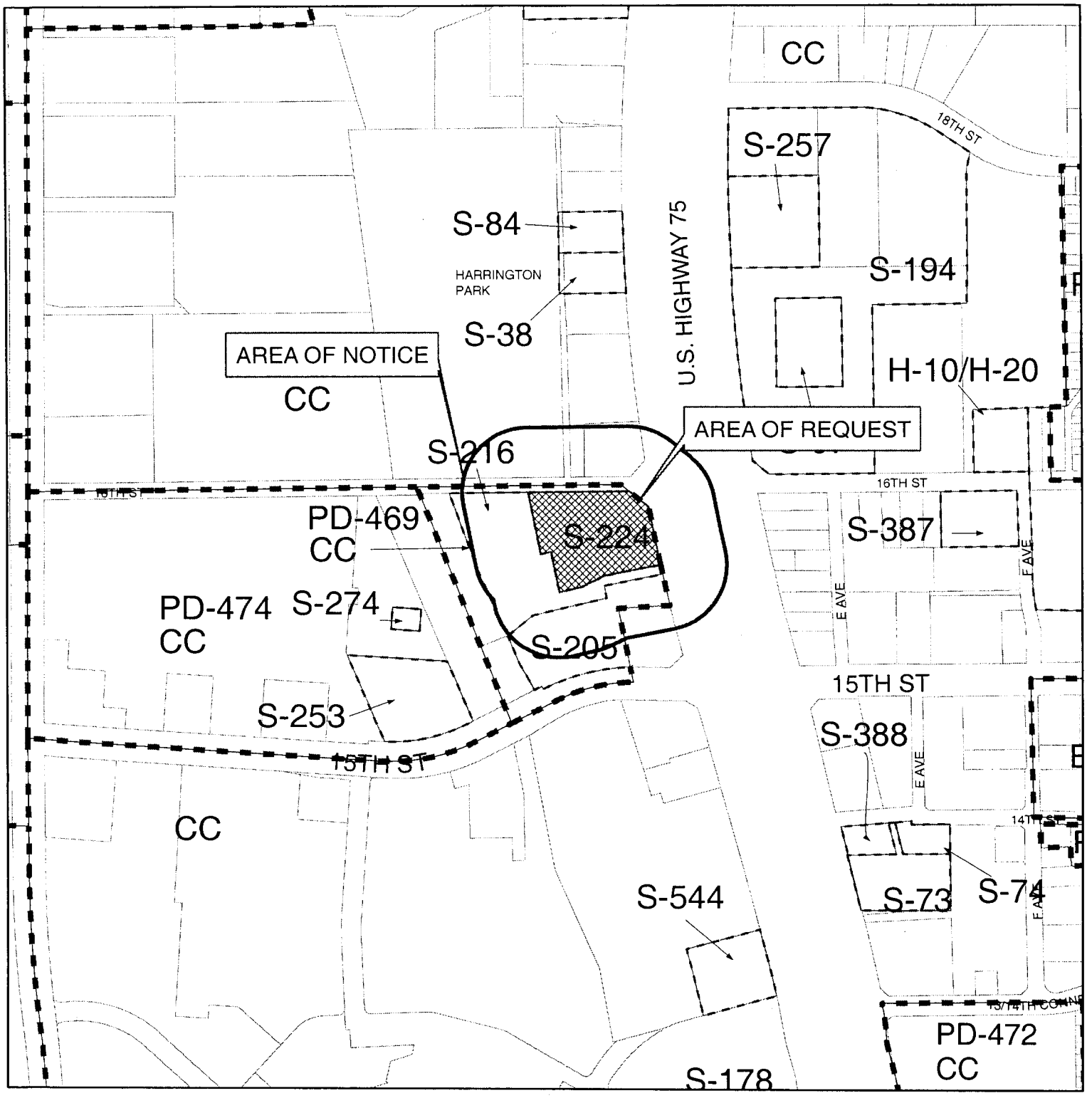
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring/via a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Spaghetti Warehouse restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. The property owner concurs with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

8e-2



Zoning Case #: 2007-64

Existing Zoning: PLANNED DEVELOPMENT-469-CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #224

○ 200' Notification Buffer

8e-3

ORDINANCE NO. _____
(Zoning Case 2007-64)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 93-7-10; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 224 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 2.1± ACRES OF LAND ON LOT 1R, BLOCK 1 OF THE RESTAURANTS OF SPRING CREEK ADDITION AS RECORDED IN THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, LOCATED AT THE SOUTHWEST CORNER OF U.S. HIGHWAY 75 AND 16TH STREET IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 28th day of January, 2008, for the purpose of considering rescinding Specific Use Permit No. 224 for the additional use of Private Club on one lot on 2.1± acres of land on Lot 1R, Block 1 of the Restaurants of Spring Creek Addition, as recorded in the Plat Records of Collin County, Texas, located at the southwest corner of U.S. Highway 75 and 16th Street in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of January, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 224 for the additional use of Private Club 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.

8e-4

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

Section I. Ordinance No. 93-7-10, duly passed and approved by the City Council of the City of Plano, Texas, on July 12, 1993, granting Specific Use Permit No. 224 for the additional use of Private Club on one lot on 2.1± acres of land on Lot 1R, Block 1 of the Restaurants of Spring Creek Addition, as recorded in the Plat Records of Collin County, Texas, located at the southwest corner of U.S. Highway 75 and 16th Street in the City of Plano, Collin County, Texas, presently zoned Planned Development-469-Corridor Commercial with Specific Use Permit No. 224 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 224 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY, 2008.

_____
Pat Evans, MAYOR

ATTEST:

_____
Diane Zucco, CITY SECRETARY

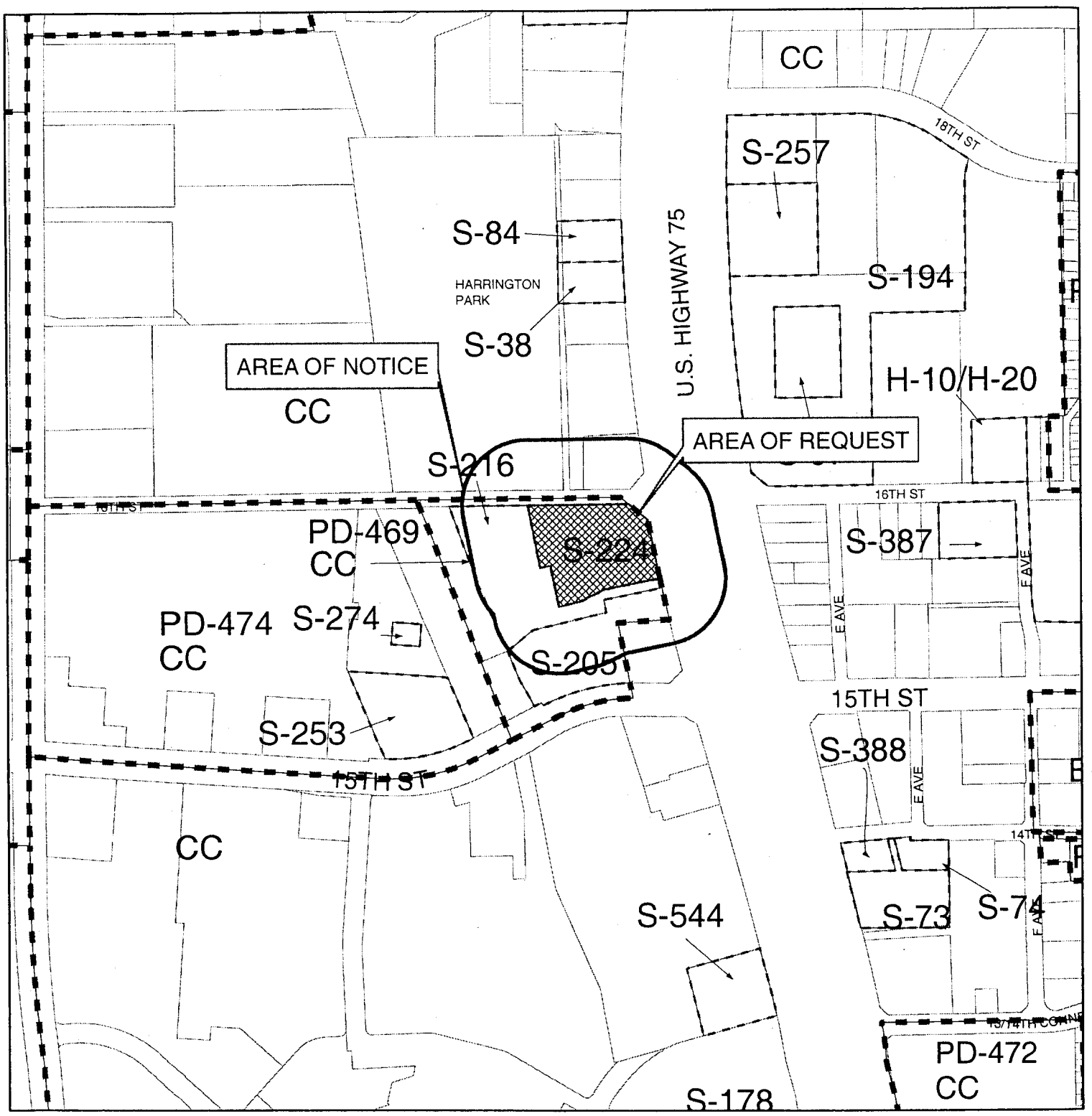
APPROVED AS TO FORM:

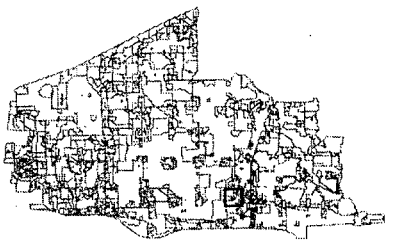
_____
Diane C. Wetherbee, CITY ATTORNEY

8e-6

EXHIBIT "A"
LEGAL DESCRIPTION

BEING Block 1, Lot 1R, out of the Restaurants of Spring Creek Addition, City of Plano, as recorded in Cabinet H, Page 653, Plat Records of Collin County, Texas, in the Joseph Klepper Survey, Abstract No. 213, Collin County, Texas.





Zoning Case #: 2007-64

Existing Zoning: PLANNED DEVELOPMENT-469-CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #224

○ 200' Notification Buffer

8e-8

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 9H PUBLIC HEARING
ZONING CASE 2007-65
APPLICANT: CITY OF PLANO

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

Request to rescind Specific Use Permit #257 for Private Club on one lot on 0.1± acre located on the east side of U.S. Highway 75, 230± feet south of 18th Street. Zoned Corridor Commercial.

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

Z:PAC/01-28-08-CC

8f-1

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 9H

Public Hearing: Zoning Case 2007-65

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #257 for Private Club on one lot on 0.1± acre located on the east side of U.S. Highway 75, 230± feet south of 18th Street. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #257 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

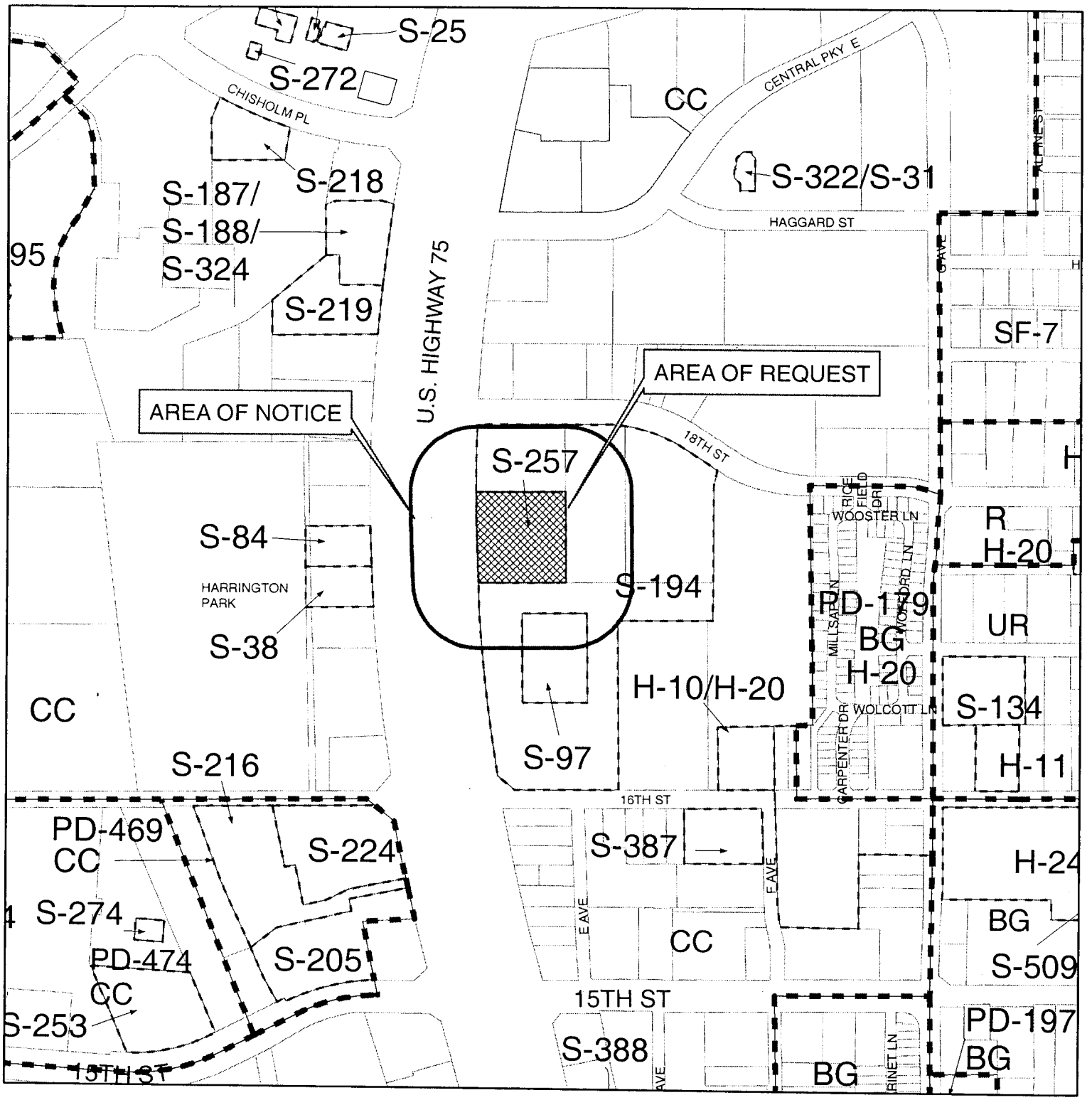
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring/via a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

SUP #257 was granted to El Chico restaurant which is no longer in existence. Since El Chico is no longer in operation at this site, staff recommends that the SUP be rescinded. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

8f-2



Zoning Case #: 2007-65

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #257

200' Notification Buffer

8 of 3

ORDINANCE NO. _____
(Zoning Case 2007-65)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 94-5-29; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 257 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE J. KLEPPER SURVEY, ABSTRACT NO. 213, LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 75, 230± FEET SOUTH OF 18TH STREET IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; 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 28th day of January, 2008, for the purpose of considering rescinding Specific Use Permit No. 257 for the additional use of Private Club on one lot on 0.1± acre of land out of the J. Klepper Survey, Abstract No. 213, located on the east side of U.S. Highway 75, 230± feet south of 18th Street in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of January, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 257 for the additional use of Private Club 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. Ordinance No. 94-5-29, duly passed and approved by the City Council of the City of Plano, Texas, on May 23, 1994, granting Specific Use Permit No. 257 for the additional use of Private Club on one lot on 0.1± acre of land out of the J. Klepper Survey, Abstract No. 213, located on the east side of U.S. Highway 75, 230± feet south of 18th Street in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 257 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 257 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

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

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

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

PASSED AND APPROVED THIS THE 28TH DAY OF JANUARY, 2008.

_____
Pat Evans, MAYOR

ATTEST:

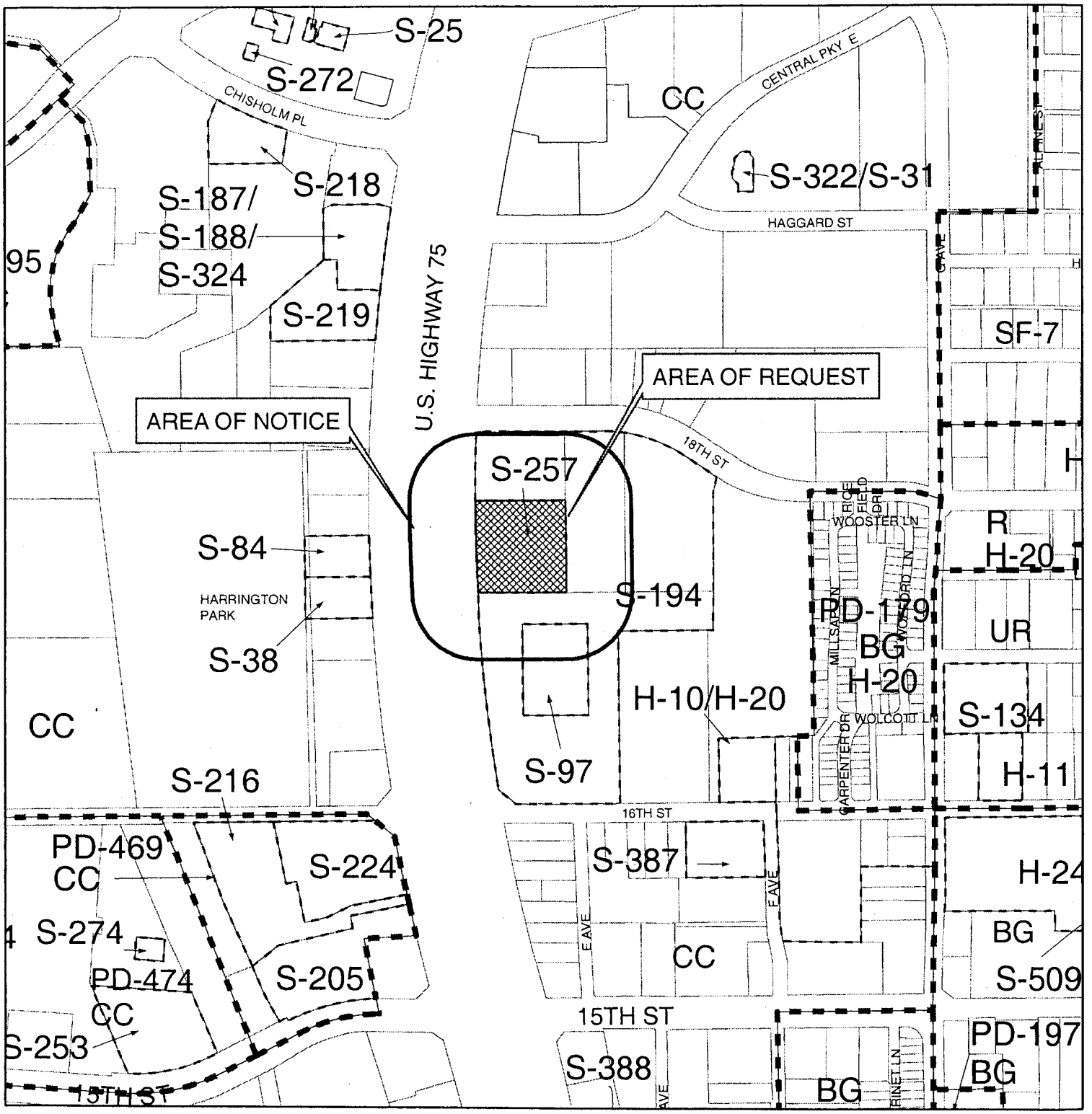
_____
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

_____
Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

North Central Addition, Block 1, Lot 3b, as recorded in Volume I, Page 210, of the Plat Records of Collin County, Texas.



Zoning Case #: 2007-65

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #257

200' Notification Buffer

8f-8

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 9B PUBLIC HEARING
ZONING CASE 2007-59
APPLICANT: CITY OF PLANO

Request to rescind Specific Use Permit #195 for Private Club on one lot on 0.1± acre located 240± feet north of Park Boulevard, 75± feet west of Ohio Drive. Zoned Retail.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

Z:PAC/01-28-08-CC

9-1

Re: Zoning Case 2007-59 January 23, 2008

Mr. Frank Turner
Mr. Tom Elgin

Subsequent to the Planning & Zoning Commission meeting on January 7, 2008 and publication of the notice of public hearing for the City Council meeting of January 28, 2008, Planning staff determined that there was an error in the public notification for zoning case 2007-59 for the City Council meeting. Therefore, this zoning case cannot be considered by the City Council at this time. Staff will distribute a corrected property owners notice and will schedule this case for a future City Council meeting.

Ms. Phyllis Jarrell, Director of Planning, will be present at the City Council meeting to address any questions regarding this item.

Sincerely,

Eric Hill
Planner, Development Review

9-2

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 9B

Public Hearing: Zoning Case 2007-59

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #195 for Private Club on one lot on 0.1± acre located 240± feet north of Park Boulevard, 750± feet west of Ohio Drive. Zoned Retail.

REMARKS:

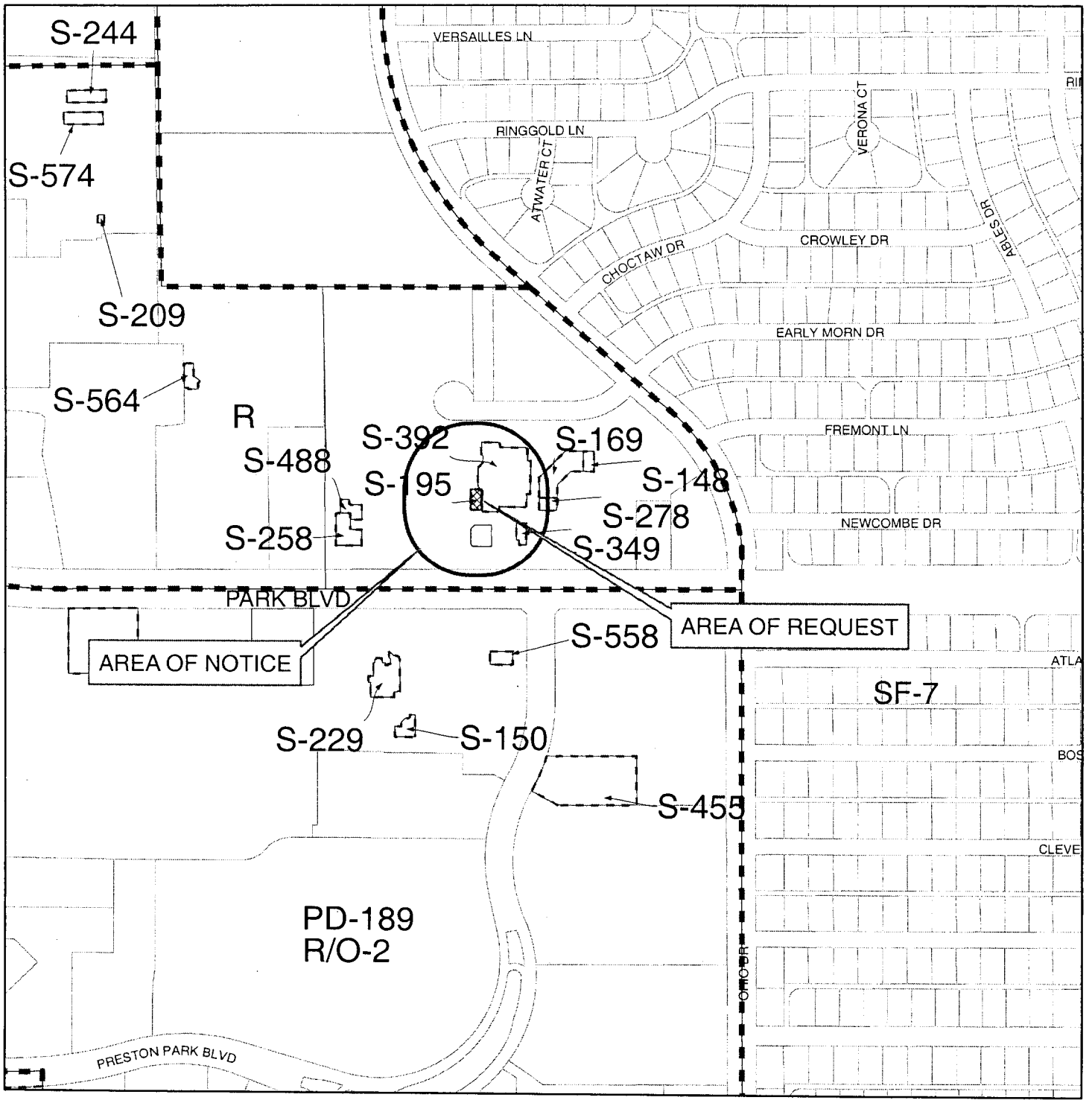
This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #195 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

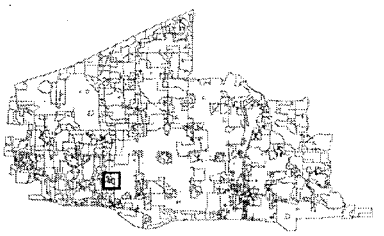
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Joe's Pizza restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.





Zoning Case #: 2007-59

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #195/
PRESTON ROAD OVERLAY DISTRICT

○ 200' Notification Buffer

9-4

DATE: January 8, 2008

TO: Honorable Mayor & City Council

FROM: James Duggan, Chairman, Planning & Zoning Commission

SUBJECT: Results of Planning & Zoning Commission Meeting of January 7, 2008

AGENDA ITEM NO. 9D PUBLIC HEARING
ZONING CASE 2007-61
APPLICANT: CITY OF PLANO

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

Request to rescind Specific Use Permit #207 for Private Club on one lot on 0.1± acre located on the east side of Preston Road, 1,370± feet north of Park Boulevard. Zoned Retail.

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: January 28, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

Z:PAC/01-28-08-CC

RECEIVED

JAN 18 2008

CITY SECRETARY'S OFFICE

Re: Zoning Case 2007-61

January 18, 2008

Mr. Frank Turner
Mr. Tom Elgin

Subsequent to the Planning & Zoning Commission meeting on January 7, 2008 and publication of the notice of public hearing for the City Council meeting of January 28, 2008, Planning staff determined that there was an error in the public notification for zoning case 2007-61 for the Planning & Zoning Commission meeting. Therefore, this zoning case cannot be considered by the City Council at this time. Staff will distribute a corrected property owners notice and send this zoning case back to the Planning & Zoning Commission for reconsideration.

Ms. Phyllis Jarrell, Director of Planning, will be present at the City Council meeting to address any questions regarding this item.

Sincerely,

Eric Hill
Planner, Development Review

10-2

CITY OF PLANO

PLANNING & ZONING COMMISSION

January 7, 2008

Agenda Item No. 9D

Public Hearing: Zoning Case 2007-61

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #207 for Private Club on one lot on 0.1± acre located on the east side of Preston Road, 1,370± feet north of Park Boulevard. Zoned Retail.

REMARKS:

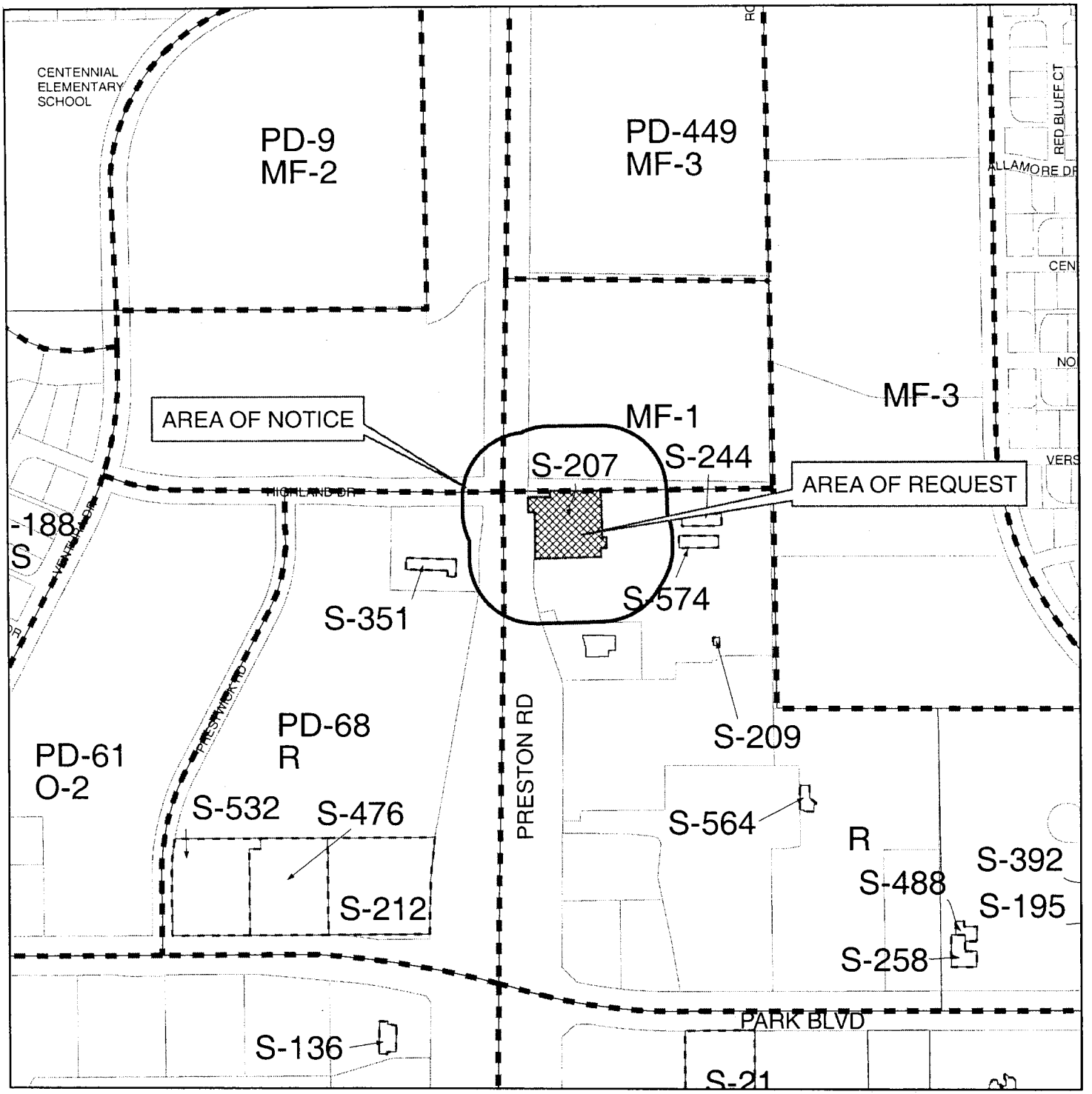
This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #207 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

T.G.I. Friday's restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2007-61

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #207/
PRESTON ROAD OVERLAY DISTRICT

200' Notification Buffer

10-4