

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON SEPTEMBER 24, 2007, 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 | Wetherbee | 10 min. |
| | A. Respond to questions and receive legal advice on agenda items | | |
| II. | Personnel | Council | 10 min. |
| | A. Appointments | | |
| | Board of Adjustment | | |
| | Building Standards Commission | | |
| | Denton Central Appraisal District | | |
| | Heritage Commission | | |
| | Planning and Zoning Commission | | |
| | Plano Housing Authority | | |
| | Retirement Security Plan Committee | | |
| | B. Evaluation of Council Appointees | | |

PRELIMINARY OPEN MEETING

I.	Consideration and action resulting from Executive Session discussion: A. Personnel Appointments Board of Adjustment Building Standards Commission Denton Central Appraisal District Heritage Commission Planning and Zoning Commission Plano Housing Authority Retirement Security Plan Committee	Council	5 min.
II.	Personnel Appointments Transition and Revitalization Commission Parks and Recreation Planning Board Library Advisory Board Community Relations Commission Cultural Affairs Commission Animal Shelter Advisory Committee Global Advisory Committee Keep Plano Beautiful Commission Self Sufficiency Committee Senior Citizens Advisory Board Tax Increment Financing Reinvestment Zone #1 Board Transportation Advisory Committee	Council	10 min.
III.	Mobility Report	Neal	5 min.
IV.	DART Report	Paulk	5 min.
V.	Comprehensive Monthly Financial Report	McGrane	5 min.
VI.	Benefits Plan Review	DiFiore	10 min.
VII.	Bridge and Culvert Report	Foster	10 min.
VIII.	Renewable Energy Credits	Israelson	10 min.
IX.	Council items for discussion/action on future agendas	Council	5 min.
X.	Consent and Regular Agenda	Council	5 min.

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|-----|-----------------|---------|--------|
| XI. | Council Reports | Council | 5 min. |
| | A. | | |
| | B. | | |
- Council May Receive Information, discuss and provide direction on the following reports:
- Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees

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

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



CITY COUNCIL

1520 AVENUE K

DATE: September 24, 2007

CALL TO ORDER: 7:00 p.m.

INVOCATION: Pastor Barry Gin
Plano Chinese Alliance Church

PLEDGE OF ALLEGIANCE: Girl Scout Troup 29

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>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.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p style="text-align: center;"><u>THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING</u></p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>BOARD AND COMMISSION REPORT</u></p> <p>Plano Housing Authority – Helen Macey, Executive Director</p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u></p> <p>September 10, 2007 September 11, 2007 September 14, 2007</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2007-193-B for Police and Courts Building Roof Replacement project to K Post Company, in the amount of \$263,715.</p> <p>(c) Bid No. 2007-164-C for RFP for Group Medicare Supplement Plan to United Retiree Solutions. The term of this contract will be for one year with three City optional one-year renewals.</p> <p>(d) Bid No. 2007-206-B for the Memorial Park Improvements – Veterans’ Memorial to Cole Construction, Inc. in the amount of \$1,612,787.</p> <p>(e) Bid No. 2007-204-B for repainting of Parker Road Elevated Storage Tank to M.K. Painting, Inc., in the amount of \$390,000.</p> <p>Approval of Agreement</p> <p>(f) To approve an agreement by and between the City of Plano and Plano Economic Development Board in the amount of \$849,652 to initiate, promote, monitor and perform activities related to economic development.</p> <p>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).</p> <p>(g) To approve the purchase of support services for servers and printers in the amount of \$42,876 from Hewlett Packard Company through an existing contract/agreement with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-BUSOP-178)</p> <p>(h) To approve the purchase of five 24 Yard Automated Side Loaders in the amount of \$491,123 and two 20 Yard High Compaction Rear Loaders in the amount of \$116,195 from Heil of Texas through the H-GAC Cooperative Purchasing Program, and authorizing the City Manager to execute all necessary documents. (#RC08-06),</p> <p>Approval of Change Order: (Change to current City of Plano contract allowable under State law)</p> <p>(i) To Mario Sinacola & Sons Excavating increasing the contract by \$33,859, Inc., for Dominion Parkway Phase II – Headquarters to Hedcoxe, Change Order No. 1, Bid No. 2006-208-B. This change order is for revising the scope of work to include the construction of a left-turn lane for Capital One on Dominion Parkway and for adjustment of quantities to reflect the actual work done in the field.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(j) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Lucas, Texas, under which the City of Plano will dispatch calls for emergency fire and emergency medical assistance for the City of Lucas; authorizing execution of the agreement by the City Manager; and providing an effective date.</p> <p>(k) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Parker, Texas, under which the City of Plano will dispatch calls for emergency fire and emergency medical assistance for the City of Parker; authorizing execution of the agreement by the City Manager; and providing an effective date.</p> <p>(l) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Lucas, Texas for the City of Lucas' use of the Trunked Radio System owned by the cities of Allen, Frisco, and Plano; authorizing execution of the agreement by the City Manager; and providing an effective date.</p> <p>(m) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Parker, Texas for the City of Parker's use of the Trunked Radio System owned by the cities of Allen, Frisco, and Plano; authorizing execution of the agreement by the City Manager; and providing an effective date.</p> <p>(n) To approve the settlement of the lawsuit styled Michael Avera v. City of Plano, Texas, Civil Action No.: 4:05-CV-481, United States District Court for the Eastern District of Texas, Sherman Division in the amount of \$30,000; authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date.</p> <p>(o) To approve the terms and conditions of Plano/Richardson Police Training Center second amended and restated agreement; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(p) To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(q) To approve the terms and conditions of an Airspace Agreement with Nodenble Associates, LLC, a Delaware Limited Liability Company, for the construction and maintenance of a pedestrian crossing with elevated canopy over Infinity Avenue, a public right-of-way; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To approve the terms and conditions of agreements between the City of Plano and various community organizations for the expenditure of Buffington Community Services Funds in the amount of \$514,900 for the provision of various community services; authorizing its execution by the City Manager; and providing an effective date.	
(s)	To authorize the Cities Aggregation Power Project, Inc. to negotiate on behalf of the City for the purchase of Renewable Energy Credits effective for the 2008 calendar year; authorizing the City Manager to sign the standard form Rec Account Agreement with the Electric Reliability Council of Texas, Inc. ("ERCOT") for the 2008 calendar year; authorizing the City Manager to register the City's ownership of Renewable Energy Credits with the Electric Reliability Council of Texas; committing to budget for the purchase of Renewable Energy Credits to be effective for the 2008 calendar year; and providing an effective date. <u>Adoption of Ordinances</u>	
(t)	To amend Ordinance No. 2007-7-6, codified in subsection entitled "Central Expressway (U.S. Highway 75 Service Roads)" under Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, Motor Vehicles and Traffic, to raise the prima facie maximum speed limit from 45 miles per hour to 50 miles per hour on the section of Central Expressway from Spring Creek Parkway to the northern City limit line; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause and an effective date.	
(u)	To amend Ordinance No. 2006-6-29, currently codified under Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to extend a school zone on McDermott Road beginning at a point two hundred (200) feet east of Enchanted Ridge Drive and continuing in a westerly direction to a point two hundred twenty (220) feet west of Coit Road; to establish a school zone on Coit Road from a point two hundred ninety (290) feet south of McDermott Road to a point two hundred forty (240) feet north of McDermott Road during the time periods of 7:50 a.m. through 8:50 a.m. and 3:45 p.m. through 4:30 p.m. on school days; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.	
(v)	To repeal Ordinance No. 2007-7-3; establishing the number of certain classifications within the Police and Fire Departments for Fiscal Year 2007-08; establishing the authorized number and effective dates of such positions for each classification effective October 1, 2007; establishing a new salary plan for the Police and Fire Departments effective October 1, 2007; and providing a repealer clause, a severability clause and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(w)	<p>To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 7.7± acres, located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from General Office with Specific Use Permit No. 13 for Country Club and Private Club to Single Family Residence-7 with Specific Use Permit No. 13 for Country Club and Private Club; 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. Public Hearing continued on 6/25/07. On 9/10/07 Council voted to establish Single Family-7 Zoning.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>A Resolution to approve revisions to the Policy Statement for Tax Abatement and the Tax Abatement Application of the City of Plano; and providing an effective date. (Tabled from 8/27/07 and 9/10/07)</p>	
(2)	<p>A Review of Annual Performance Report for the use of Federal Funds in 2006-2007.</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2007-17 to amend Section 3.100 (Supplementary Regulations for Principal Uses and Specific Uses), Section 3.800 (Height Regulations), and Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to remove flag and flagpole regulations; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p>	
(4)	<p>An Ordinance to add Division 6, Flags and Flagpoles to Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the City of Plano Code of Ordinances, to provide regulations for flags and flagpoles; providing for penalty, severability; repealing; and publication clauses; and establishing an effective date.</p>	
(5)	<p>A Resolution to nominate a candidate for election to the Denton Central Appraisal District Board of Directors; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/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.</u></p>	



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

September 19, 2007

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 from the City Attorney. Also in Executive Session, we will consider personnel appointments and begin the evaluation process of Council appointees.

The Preliminary Open Meeting agenda will consist of further personnel appointments. We will hear the Mobility Report, DART Report and the Comprehensive Monthly Financial Report. Ms. Anne Difiore with the Hay Group will present the 2008 Benefits Plan Review. Jimmy Foster will provide a report on bridges and culverts in Plano and Mark Israelson will discuss renewable energy credits.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/cp

MEMO

DATE: September 11, 2007

TO: Honorable Mayor and City Council
City Manager Muehlenbeck
City Secretary Zucco

FROM: Kristy Land, Assistant City Secretary

RE: Personnel Appointments -
Executive Meeting and Worksession Meeting

The following appointments will be considered at the September 24, 2007 Council Meeting.

<u>Executive Meeting</u>	<u>Worksession Meeting</u>
Board of Adjustment Building Standards Commission Denton Central Appraisal District (Nomination) Planning and Zoning Commission Plano Housing Authority Retirement Security Plan Committee	Transition and Revitalization Commission Parks and Recreation Planning Board Library Advisory Board Community Relations Commission Cultural Affairs Commission Animal Shelter Advisory Committee Global Advisory Committee Heritage Commission Keep Plano Beautiful Commission Self Sufficiency Committee Senior Citizens Advisory Board Tax Increment Financing Reinvestment Zone #1 Board Transportation Advisory Committee



Transportation Mobility / Safety Report

August 2007

- Traffic Signals:
 - ✓ **Parker @ Independence and Coit: Changed signal operation to improve traffic progression**
 - ✓ **Replaced defective signal communication antenna (due to lightning strike) on White Rock water tank**
 - ✓ **Parker Road @ K Avenue: Opened revised northbound left-turn lane**
 - ✓ **Investigated councilmember concern about excessive vehicle stops on Legacy Drive and Parker Road.**
 - Design Traffic Signal: Spring Creek Parkway @ Parkwood Blvd (**60% completed**)
 - Design Traffic Signal Plano Parkway @ Nevada Drive (**revisions 100% completed**)
 - Develop As-Built traffic signal plans: (**14 out of 206 signal locations completed**)

- Traffic Safety:
 - ✓ **Analyzed year 2020 intersection configuration needs at Plano Pkwy @ Marsh Lane**
 - ✓ **McDermott Road @ Coit Road: Installing school speed zone for FISD**
 - City-wide Speed Zone Survey Project: **13% completed**
 - 2008 Intersection Improvement Project List: **10% completed**
 - Meadow Hills Lane (Alley Bumps): **Revised neighborhood petition due 9-17-07**
 - Working with TxDOT to review speed limits on SH-190 Frontage Roads (Awaiting sign change by TxDOT)

- Safe Streets Program (SSP)
 - Eldorado Drive: **Participation petition forms not received by due date. Staff following up with neighborhood sponsor**
 - Cumberland Trail: Permanent Plan installation is underway.
 - Sailmaker Lane, Cross Bend Road, Rainier Road, Travis Drive, and Lexington Drive: Permanent Plan installations planned for **September 2007**
 - Russell Creek Drive (west of Independence Parkway): **Installation completed.**
 - Peachtree Lane, Silverstone Drive, and Parkhaven Drive: **Temporary Plan installation completed for Peachtree Ln, remaining locations scheduled for September 2007.**

Participating Neighborhoods Active in the Program

- Seabrook Drive (**Permanent Plan installed July 2007**)
- Cumberland Trail (Permanent Plan devices currently being installed)
- Crossbend from Tumbil Lane to Coit (Permanent Plan to be installed **September 2007**)
- Sailmaker Drive (Substitution Plan to be installed **September 2007**)
- Travis Drive (Permanent Plan devices to be ordered)
- Ranier Road South of Spring Creek Parkway (Permanent Plan devices to be ordered)
- Lexington Drive (Permanent Plan devices to be ordered)
- Peachtree Lane (**Temporary Plan installation completed**)
- Silverstone Drive (Permanent Plan installation pending)
- Parkhaven Drive (Permanent Plan installation pending)
- Mission Ridge from Parker to Matterhorn (Temporary Plan devices to be ordered)
- Royal Oaks Drive (Temporary Plan devices to be ordered)
- Old Pond Drive (Temporary Plan devices to be ordered)
- Micarta Drive (Temporary Plan devices to be ordered)

III

- Robinson Road (Temporary Plan devices to be ordered)
- Russell Creek Drive East of Independence (Temporary Plan to be ordered)
- Eldorado Drive (**Neighborhood petition forms not returned by the sponsor**)
- Enchanted Ridge Drive/Presidio Lane (**On-hold, waiting response from sponsor**)

- Long Range Planning:
 - ✓ **Staff attends Advanced Signal Technology course sponsored by NCTCOG**
 - ✓ **Municipal Center Parking lot: Parking violation monitoring temporarily suspended**
 - ✓ **Submit CDA Funding project proposals: (Waiting for response from NCTCOG)**
 - Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

11/10

Preliminary Open Meeting Agenda Item IV

DART Report

Paulk

IWA

Preliminary Open Meeting Agenda Item V

COMFR

McGrane

Va



city of plano
comprehensive monthly

finance report

august

All American

All the Time



ABOUT THIS REPORT

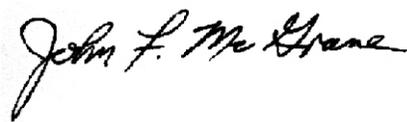
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness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

This report is comprised of four 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.

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

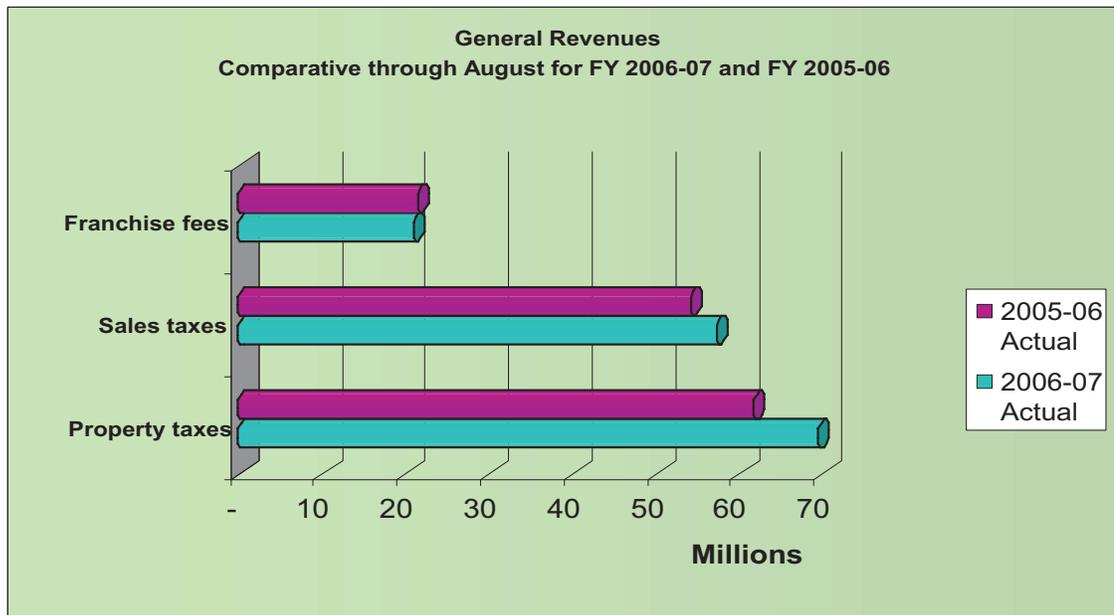
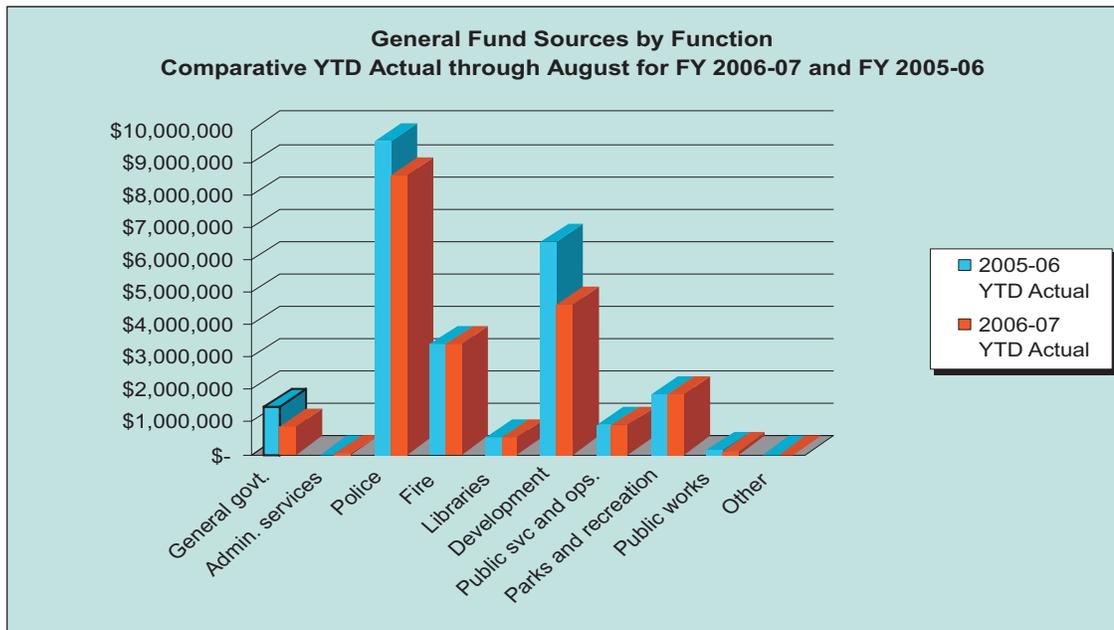
This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

REPORT NOTES AUGUST, 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.

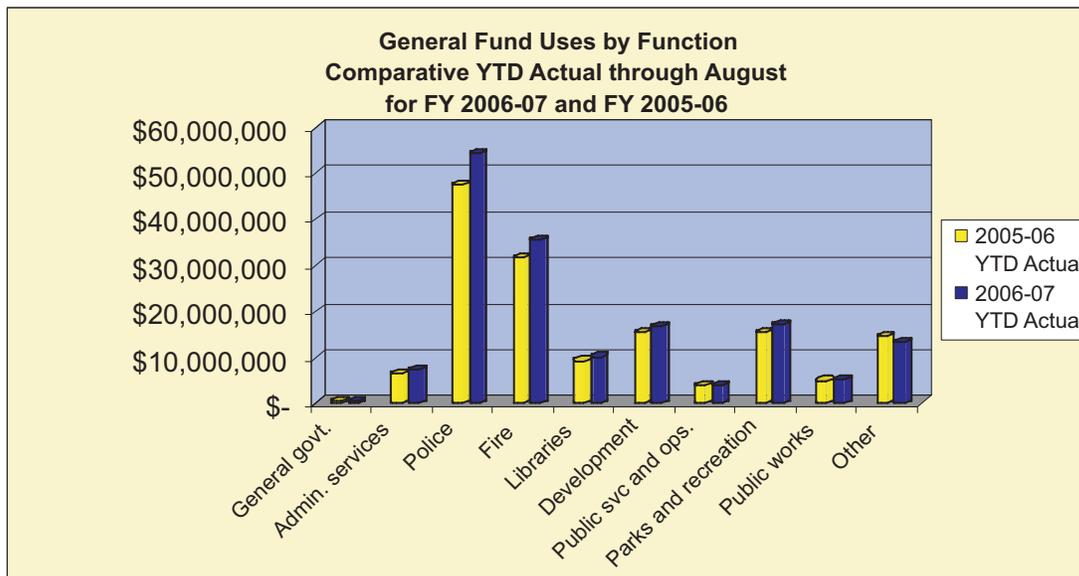
The information in this section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

HIGHLIGHTS OF GENERAL FUND VARIANCES



REPORT NOTES CONTINUED

AUGUST, 2007



GENERAL GOVERNMENT

- In prior year, the General Fund recorded proceeds of \$353,936 from the gain of the sale of Rice Field in January 2006. The sale of Rice Field included 1.895 acres of land previously purchased for \$99,673. The net gain on the sale of Rice Field is \$254,263.
- The City purchased abandoned residential property due to the substandard condition of the home in June 2006 in the amount of \$87,667. The property sold in January 2007 for \$93,853.
- The City received reimbursement from Nextel in October in the amount of \$46,450 to cover employees' salaries in the Legal and Radio Shop departments working on the Nextel rebanding project.
- Personal services for the Professional Development department increased over prior year in the amount of \$78,390. This increase is primarily attributed to two new positions filled in the current year as well as a position upgrade to an existing position.
- The Professional Development Center has entered into agreements with Collin County Community College District, University of Texas at Dallas, Southern Methodist University and Richland College to offer diversity, management and business productivity training to City staff. The total amount of these agreements is \$64,251.

ADMINISTRATIVE SERVICES

- In the current year, the City has entered into an interlocal agreement with the Town of Prosper to provide interim manager services. The City received payment totaling \$19,240 and the agreement is not to exceed \$30,000.
- Payment for City Council members' services increased over prior year in the amount of \$43,419 attributed to the approved increase in the current year stipend amount.
- Personal services for administrative service departments increased over prior year in the amount of \$469,184 attributed to salary and benefit related increases in the current year and mid-year increases in fiscal year 2005-06 to correct compression issues within salary ranges.
- Audit fees for the City's annual audit, performed by Deloitte & Touche LLP, are higher as compared to prior year.
- Costs associated with the May 2006 elections were expended in March 2006 totaling \$19,348. Election costs are not budgeted in the current fiscal year due to lengthening of council member terms.

REPORT NOTES CONTINUED

AUGUST, 2007

ADMINISTRATIVE SERVICES CONT.

- The Human Resource Department has had an increase of \$50,000 in expenditures and 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 new contract began in February 2006 and concludes in February 2008.
- In the current year, services for providing 457 account maintenance for participants are expended in the amount of \$17,220.
- In the current year, the Human Resource Department has services rendered in the amount of \$9,999 to assist in the selection for a health benefits consultant.
- The Human Resource department has paid \$47,911 for legal consultation pertaining to general benefits regarding retiree health care trust 115 and risk pool 172.

POLICE

- Court fines and forfeitures decreased year to date over prior year in the amount of \$1,241,158 due to a decline in citations issued. Citations issued in the current year through August are recorded at 72,573 while citations issued for the same time period in prior year were 89,792. 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. The amount paid and encumbered in the current year is \$130,817 while payments and encumbrances in prior year as of August were \$95,696. The contract in the prior year was terminated in February and therefore, services were provided and paid on a month to month basis until a provider was selected.
- Revenues collected for false alarms increased \$144,534 over prior year. Effective May 2006, the city ordinance was changed to allow fewer false alarms with no charge to customers. The configuration of the false alarm fees also changed utilizing a tiered structure while last year's fees were a flat amount regardless of the number of false alarms.
- Revenues related to emergency 911 calls have decreased \$31,087 primarily attributed to a decline in wireline customers serviced as compared to prior year.
- In the current year, the Police department has received \$88,448 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is an increase of \$20,267.
- Personal services increased over prior year by \$3,125,971. The increase is attributed to increased salary and benefits related expenditures in the current year, as well as increased civil service employees over last fiscal year.
- Funds for new digital video recorders are encumbered in the current year in the amount of \$799,100. These digital video recorders will be installed on all police vehicles. In addition, \$1,020,703 was spent and encumbered in June 2007 for laptop computers and installation of this equipment in police vehicles. These laptops are both new additions and replacements.
- A supplemental emergency event notification system has been purchased this current fiscal year costing \$28,319. This new system will supplement all existing notification methods currently utilized by the City.
- A new asset management system was purchased in the current year costing \$37,045.

REPORT NOTES CONTINUED

AUGUST, 2007

POLICE CONT.

- The Police department has spent and encumbered \$76,667 more in the current year for miscellaneous equipment of which \$29,625 has been expended to purchase fifteen light bars and light/siren control units for police vehicles. The amount re-estimated in the current year is higher than prior year's re-estimate by \$55,077.
- In the current fiscal year, the Police department incurred \$743,573 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.
- Municipal garage charges to maintain police fleet increased over prior year by \$147,749 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 rolling stock have increased over prior year by \$391,531 due to timing of vehicles received and placed into service.
- Replacement charges for police equipment increased \$192,714 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years.
- Expenses and encumbrances for ammunition have increased over prior year by \$36,190. The current fiscal year re-estimate is \$14,000 higher than prior year's re-estimate.
- Training expenses and encumbrances have increased over prior year by \$37,292 as these types of expenses are on an as needed basis. The re-estimated budget is \$51,760 higher than prior year's re-estimate.
- In the prior year, the Police department purchased two new additions to the fleet. A Chevrolet Tahoe was purchased for \$27,542 for park police security and a Ford pickup truck was acquired costing \$23,400. In addition, two new police sedans were placed in service in April 2006 costing \$34,556. Two new police units were purchased in the current year totaling \$101,324.
- In the current year, the Police department has spent \$15,509 more than prior year for outside services assisting in DNA profiling for criminal investigations. Depending on the type of case, more extensive investigation is warranted.

FIRE

- Fire protection plan revenues decreased over prior year by \$49,009 primarily due to fewer required plan reviews for commercial projects and multi-family dwelling units in the current year. These fees are assessed for all commercial buildings, apartments, as well as residential homes of 6,000 square feet or more.
- Revenues related to emergency 911 calls have decreased \$31,087 primarily attributed to a decline in wireline customers serviced as compared to prior year.
- In the current year, the Fire department has received \$13,349 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is an increase of \$9,569.
- Personal services increased \$2,608,168 over prior year. The increase is attributed to increased salary and benefit related expenditures in the current year.
- Payments and encumbrances to Southwest General Services, which is the City's ambulance billing provider, have increased over prior year by \$27,400 attributed to an increase in usage of ambulatory services and collections of ambulance revenue. Contractual payments are based on a percentage of revenues collected for ambulance services.

REPORT NOTES CONTINUED

AUGUST, 2007

FIRE CONT.

- Medical and surgical supplies have increased over prior year by \$50,662 as these types of supplies are purchased on an as needed basis. An additional reason for the increase in medical and surgical supply purchases is due to the opening of Fire Station No. 11 in the current fiscal year. The re-estimated amount for medical and surgical supplies has increased over prior year's re-estimate by \$20,459.
- In the current fiscal year, the Fire department incurred \$287,279 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.
- In the current year, the Fire department has purchased a new Spartan Command Post Mobile Command Center in the amount of \$653,031. In addition, the Fire department purchased a new Tahoe and two ½ ton trucks in the current year costing \$30,339 and \$48,785, respectively.
- Replacement charges for fire rolling stock have increased over prior year by \$57,041 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain fire fleet increased over prior year by \$120,466 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 fire equipment increased \$305,032 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years. In addition, the Fire department is also incurring depreciation expense for equipment that was purchased in prior fiscal year from the fire equipment replacement fund.
- In prior year, capital outlay funds were encumbered to purchase a new rescue tool for Fire Station No. 11 costing \$24,203. Additionally, radios were purchased in the prior year costing \$93,318 while the Fire department has spent \$29,745 on radios in the current year.
- The Fire department funded a portion of a new project last fiscal year in which portable computers are utilized to transmit data, entered from an incident scene, to the emergency rooms at the area hospitals. The amount funded by the Fire department was \$46,770. The majority of the funding was from the Fire department's replacement fund.
- Funds to purchase an Autopulse device, an automatic cardiopulmonary resuscitation (CPR) tool, were spent in prior year costing \$122,128.

LIBRARIES

- Revenues collected for library book fines increased over prior year primarily due to Haggard Library being closed for renovations during the months of July 2004 through December 2005. The amount of revenues collected for library fines for Haggard Library in the current year is \$64,944, an increase of \$23,012 over prior year.
- Personal services increased \$670,386 over prior year attributed to increased salary and benefit related expenditures in the current year.
- Charges for computer replacements for libraries increased over prior year by \$27,221 due to increased budgeted amounts in the current year.
- Costs and encumbrances for publications increased over prior year by \$57,221. The re-estimated amount in the current year is \$77,669 higher than prior year's re-estimated budget.
- In the current fiscal year, libraries incurred \$114,560 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.

REPORT NOTES CONTINUED

AUGUST, 2007

DEVELOPMENT

- Building permit revenues decreased over prior year by \$1,399,326 due to large projects for commercial and multi-family dwelling complexes occurring in the prior year.
- Engineering inspection revenues are down \$565,559 as compared to prior year due to fewer and smaller projects being released in the current year.
- Interlocal plan reviews for the City of Murphy are lower than prior year by \$74,112. Currently, the City of Plano is not performing plan review for the City of Murphy, resulting in a decrease in volume of inspections performed as compared to last year. The number of inspections performed by the City of Plano will continue to decline as the City of Murphy approaches build out.
- Filing fee revenues have decreased \$46,894 primarily due to the decrease in the number of development applications as a result of fluctuations in construction and development activity.
- Rental registration revenue is higher than prior year by \$74,402 due to an adjustment in the specifics of the expanded program as compared to the pilot program. The pilot program was implemented last fiscal year requiring registration of multi-family complexes that were twenty years old and older with five or more dwelling units. The expanded program incorporates the additional registration of multi-family complexes with five or more dwelling units that are ten years old and older. Additionally, timing of collections is also a factor attributing to the increase in revenues. Expenditures have occurred in the current year as this is the first full year of operations for this department. The Rental Registration department purchased two Toyota Prius vehicles in the amount of \$41,386. The total expenditures spent this current year, including the purchase of the two vehicles, amounts to \$142,511.
- In the current year, the Facilities Maintenance department has received \$35,419 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is an increase of \$29,612.
- Personal services increased \$746,085 over prior year attributed to increased salary and benefit related expenditures in the current year.
- Replacement charges for development functioning department's rolling stock have increased over prior year by \$53,164 due to timing of vehicles received and placed into service.
- Facilities Services experienced an increase in expenditures and encumbrances in janitorial services of \$54,928 due to increased rates to comply with Green Building Standards, as well as adding the Tom Muehlenbeck Recreation Center facility. A new contract was awarded on March 30, 2007 to a new vendor.
- Two Toyota Prius vehicles were purchased in the current year for the Property Standards department costing \$44,761. In the prior year, the Property Standards department purchased six Toyota Prius vehicles costing \$132,685 resulting in a decrease in capital outlay of \$87,924 as compared to prior fiscal year.
- The Planning department has paid and encumbered funds for technical review services of the City's zoning and development regulations in the current year which were not performed in the prior year. The amount paid and encumbered is \$85,310.
- A new plotter has been purchased in the current year by the Planning department in the amount of \$27,725. This type of equipment is replaced on an as needed basis.
- In the current fiscal year, development functioning departments incurred \$139,927 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.

REPORT NOTES CONTINUED

AUGUST, 2007

DEVELOPMENT CONT.

- The Safe Streets Program has resumed operations this year and purchased equipment consisting of 110 speed cushions to be used in designated areas in the City. The cost of the speed cushions plus installation totals \$197,139.
- The Engineering department utilized services in the current year for an assessment of traffic movements at various locations throughout the city. The cost of these services is \$8,000. Five Ford Escapes have been purchased in the current year by the Engineering department costing \$123,619. These vehicles are new additions to the fleet.

PUBLIC SERVICES AND OPERATIONS

- Personal costs increased over prior year by \$168,052 attributed to increased salary and benefit related costs in the current year.
- In the current year, the Records Management department purchased a Ford Escape costing \$24,916.
- In the current fiscal year, public services and operations functioning departments incurred \$29,444 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.

PARKS AND RECREATION

- Swim revenues increased \$33,074 over prior year attributed to schools starting approximately three weeks later than prior year, as well as increased attendance.
- In the current year, the parks and recreation departments have received \$73,846 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. As compared to prior year, this is a decrease of \$41,327.
- Personal costs increased over prior year by \$820,468 attributed to increased salary and benefit related costs in the current year. Additionally, the Tom Muehlenbeck Recreation Center and Oak Point Park Nature Preserve facilities are incurring expenses in the current year in preparation of operations beginning. The Tom Muehlenbeck Recreation Center is scheduled to open October 2007 while several programs and services at Oak Point Park Nature Preserve have begun in the current fiscal year.
- In the current fiscal year, parks and recreation departments incurred \$146,080 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.
- The Creative Arts department began the Texas Sundown Concert Series this summer, held at Oak Point Amphitheater, with total costs of \$41,380. Ticket sales for these events are recorded through August at \$7,897.
- In the current year, handicap pads and parking lot striping have been repainted as these types of projects are done on an as needed basis. The amount spent on these projects in the current year is \$10,848.
- Payments for contractual services for grounds maintenance of park sites and restroom and litter cleanup have increased in the current year by \$136,744. The increase is attributed to contractual changes as well as increased areas serviced. Until recent excessive precipitation, drought recovery from prior year warranted off-season cleanup of damaged plant material and turf.

REPORT NOTES CONTINUED

AUGUST, 2007

PARKS AND RECREATION CONT.

- Purchase of chemicals for athletic fields has increased over prior year by \$115,501. 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.
- An integrated customer relationship fitness management tool has been ordered to be utilized at the Tom Muehlenbeck Recreation Center totaling \$40,032. Additionally, funds specified for furniture and small equipment at this new recreation center are encumbered in the amount of \$135,343.
- Expenditures and encumbrances for replacement and installation of exercise equipment for Oak Point Recreation Center have been incurred in the current year costing \$82,635. This is an increase over prior year as equipment is purchased on an as needed basis. Oak Point Recreation Center will also be utilizing an integrated customer relationship fitness management tool costing \$37,804.
- Municipal garage charges to maintain parks and recreation fleet increased over prior year by \$65,739 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 \$170,961 due to timing of vehicles received and placed into service.
- Courtyard Theater purchased new stage and theater equipment in the current year costing \$15,517. current year in addition to increased fuel rates.

PUBLIC WORKS

- In the current year, the streets department has received \$59,046, a decrease of \$12,816, in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property.
- As a result of fewer residential subdivision developments in the current year, street light installation revenues have decreased \$13,879 as compared to prior year.
- Personal costs increased over prior year by \$188,799 attributed to increased salary and benefit related costs in the current year.
- In the current fiscal year, public works departments incurred \$135,050 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.
- Concrete purchases for the Streets department increased over prior year by \$51,146 due to an increase in volume and size of projects worked.
- Contractual services for maintenance and repair for screening walls have increased over prior year by \$25,812. These increases are primarily due to timing of services received and encumbered as compared to prior year. The amount budgeted for these services are comparable to last year.

REPORT NOTES CONTINUED

AUGUST, 2007

OTHER

- In the prior fiscal year, costs and encumbrances for consulting services were incurred in the amount of \$95,000 to update and revise Plano Center's Business Plan.
- Professional services were rendered in prior year to conduct a search for the new Emergency Management Coordinator and Fire Chief costing \$24,621.
- Expenditures for interdepartmental water billings have decreased \$531,374 due to compliance with drought restrictions.
- Technology services charges decreased over prior year by \$312,848 due to lower costs budgeted in the current year.
- Payments made in support of the Blackland Prairie Festival have decreased as compared to prior year by \$32,275. The Blackland Prairie Festival is not being held in the current year. However, \$15,225 will be spent on administrative costs in preparation of next year's event. Additionally, the Plano Book Festival is not scheduled this year resulting in a decrease of \$11,500.
- \$17,800 was spent in the current year for contractual work to administer a service prioritization assessment requesting citizen feedback.
- A transfer of funds of \$205,756 to the Retirement Security Plan was done in July 2007 to ensure that the Plan is appropriately funded. This ordinance was presented and approved by City Council on June 25, 2007.
- Expenditures in the amount of \$104,475 are designated for a street light audit conducted by an external contractor. The contractor is verifying all street lights that TXU Electric has billed the City including confirmation of the lights condition, type and location.
- Payment made to Collin County Central Appraisal District increased over prior year by \$76,508. The City's pro-rata cost is determined by the percent of tax levy for its jurisdiction, in relation to the total tax levy in the county.
- In the current year, the City has hired consultants to perform an operational review of Pecan Hollow Golf Course in the amount of \$19,186.
- As part of the new Live Green in Plano Program, new trash receptacles were purchased in the amount of \$34,791.
- In the current 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 \$7,678,866 over prior year. The amount re-estimated for ad valorem tax revenues in the current year is \$69,461,175, an increase of \$7,638,171 over prior year's original budget.

SALES TAX REVENUES

- Sales tax revenues increased over prior year by \$3,056,938. When comparing the cash received in the months of August 2007 and August 2006, a decrease of 23.4% is noted in sales tax revenues. In August of the current year, an audit adjustment is recorded lowering sales tax revenues by \$1,878,346. The City opted to take the adjustment at one time as opposed to allocating it over a period of time.

REPORT NOTES CONTINUED

AUGUST, 2007

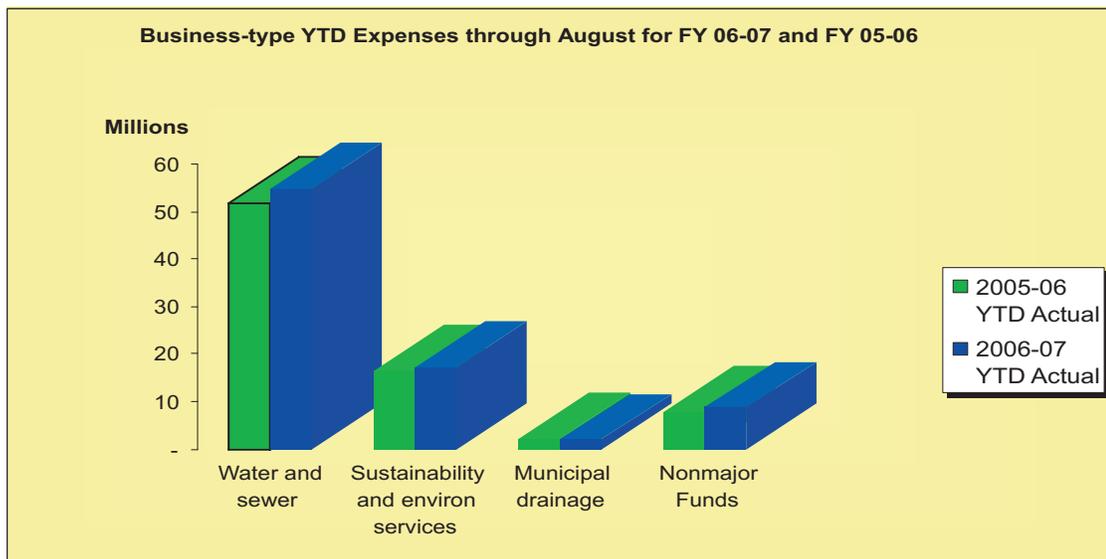
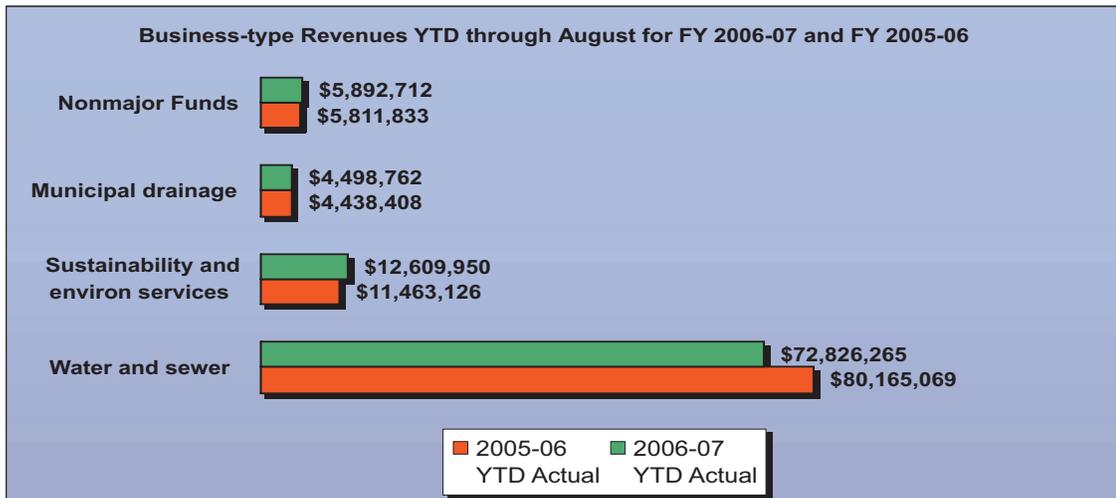
FRANCHISE FEE REVENUES

- Electric franchise fee revenues decreased \$104,583 as compared to prior year. The decrease is primarily attributed to a mild summer therefore, a decline in kilowatt hours used.
- Gas franchise fee revenues are lower than prior year by \$308,641. The decrease in gas franchise collections is the result of natural gas prices being lower than in fiscal year 2005-06.
- Cable television franchise revenues decreased \$143,938 as compared to prior year. The amount re-estimated in the current year is \$309,850 less the prior year's re-estimate primarily due to a decline in subscriptions.

INTEREST INCOME

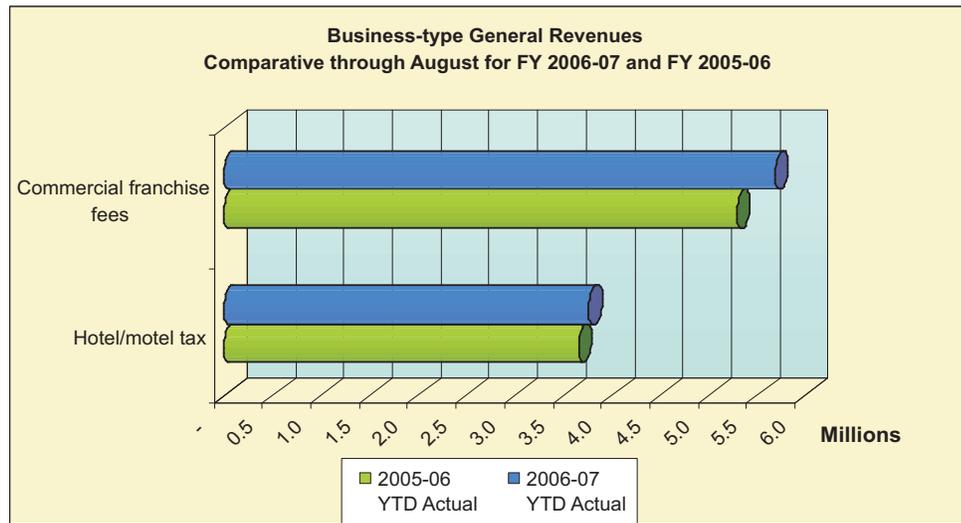
- General Fund interest income increased \$1,148,322 through August 2007 as compared to prior year due to an increase in interest earned on investments.

Highlights of Business-type Variances



REPORT NOTES CONTINUED

AUGUST, 2007



WATER & SEWER

- Water revenues decreased \$10,644,534 while sewer income increased \$3,527,950 over prior year. Overall water consumption through August 2007 is down as compared to the same time period in the prior year due to water restrictions in the current year. Additionally, a large amount of precipitation has fallen over the last several months resulting in lower water revenues. Sewer income increased due to an increase in winter consumption for the winter period 2005-06, which raised the residential winter quarter average for sewer income.
- Sewer tie-on revenues have decreased \$20,725 due to a decline in the number of commercial, residential and multi-family dwelling unit permits issued in the current year.
- Automated Meter Reading (AMR) revenues decreased \$48,000 over prior year due to a decline in new construction in the current fiscal year as these revenues are based on new meters issued to contractors.
- The purchase of Rice Field in February 2005 resulted in expenses increasing \$550,750 in the prior year. In January 2006, Rice Field sold for \$904,686. The General Fund recorded proceeds of \$353,936 from the gain on the sale of land. The sale of Rice Field included 1.895 acres of land previously purchased for \$99,673. The net gain on the sale of Rice Field is \$254,263.
- Personal services increased \$170,980 over prior year primarily attributed to increased salary and benefit related expenditures in the current year.
- Payment to North Texas Municipal Water District (NTMWD) for services such as wastewater and pre-treatment increased over prior year by \$1,312,258 due to an increase in contractual amounts. In addition, payment to NTMWD increased \$1,110,958 for monthly water services. Water service payments to NTMWD increased due to the structure of the contracts in that the City has to pay for the highest utilization although consumption has decreased due to water restrictions.
- In April of the current year, equipment was rented and utilized to repair the sewer line break at Custer and Highway 190 costing \$138,852.
- Expenses and encumbrances to Datamatic.Com for capital outlay and maintenance parts pertaining to the automated meter reading project have increased over prior year by \$576,943. The project will be on-going and maintenance and purchases of replacement FireFly units are expensed in future years.
- Electric payments made from the Water and Sewer fund have decreased \$633,359 over prior year primarily attributed to a mild summer.

REPORT NOTES CONTINUED

AUGUST, 2007

SUSTAINABILITY AND ENVIRONMENTAL SERVICES

- Commercial franchise fee revenues increased over prior year by \$389,777. 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. The re-estimated amount has increased \$484,000 over prior year's re-estimated budget.
- Residential solid waste revenues are \$826,511 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. The current year re-estimate increased \$902,992, reported at \$11,335,259. Approximately 98% of customers utilize the 95-gallon cart.
- Recycling revenues increased over prior year by \$115,688 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 \$210,506 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.
- The City received \$75,375 of sponsorships from various entities in support of an exposition for the new Live Green in Plano Program that was held in May 2007.
- Personal services increased \$545,496 over prior year primarily attributed to increased salary and benefit related expenditures in the current year.
- Total expenses to operate the new Live Green in Plano Program have occurred in the current year in the amount of \$381,128.
- Payment to NTMWD increased \$139,875 over prior year. Payments are based on contractual amounts.
- Replacement charges for environmental waste services rolling stock have increased over prior year by \$139,693 due to timing of vehicles received and placed into service.
- Municipal garage charges to environmental waste fleet increased over prior year by \$152,632 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- The Compost and Marketing department purchased a new truck for composting operations in July 2007 costing \$108,461. Additionally, the Commercial Diversion department purchased a new Toyota Prius in the current year in the amount of \$20,693. This increase is offset by purchases last fiscal year of a new trailer and Mack truck that cost \$64,267 and \$95,510, respectively, for the Compost and Marketing department.
- In the current fiscal year, the Sustainability and Environmental Services departments incurred \$83,315 in workers compensation claims and related administrative expenses. The departmental allocation is a new process performed this fiscal year whereas in prior year, the Risk Management department absorbed all workers compensation costs.
- Capital outlay decreased due to funds encumbered in the prior year to purchase a trommel screen in the amount of \$307,549.

REPORT NOTES CONTINUED

AUGUST, 2007

MUNICIPAL DRAINAGE

- Drainage revenues are \$71,168 higher than prior year primarily due to increased commercial construction in the current year.
- Expenses of \$52,921 were incurred in the prior year for expansion of offices for the storm water technician.
- In the prior year, Municipal Drainage Operations purchased a new walk-behind concrete saw as well as a Ford Hybrid SUV costing \$15,720 and \$25,161, respectively.

CIVIC CENTER

- As a result of an increase in sizeable paying events and seven new events held, catering revenue for the Civic Center Fund has increased \$118,587 as compared to prior year. Of this increase, Pecan Hollow Golf Course has had special events booked in the current year resulting in \$24,129 of revenue. Also, due to the seven new events held at Plano Centre in the current year, service charge and equipment rental revenues increased \$33,048 and \$30,436, respectively.
- Concession revenues are lower by \$28,033 as compared to prior year primarily attributed to the inclement weather experienced during the summer months and the loss of the concessions at Heritage Yards due to the relocation of a major softball tournament.
- Lease fees are up over the same period last year by \$23,073 due to new corporate and religious conventions held and that some of the returning conventions and major trade shows are adding additional days.
- Although the average occupancy rate is down compared to prior year, the average room rates are higher resulting in an increase in hotel/motel tax revenues of \$106,835. Additionally, a new hotel is in operation in the current fiscal year.
- Personal services increased \$127,852 over prior year primarily attributed to increased salary and benefit related expenditures in the current year.
- Advertising costs have increased \$42,064 over prior year attributed to an increase in volume of advertising publications as well as increased fees from media providers.
- In the current year, the Civic Center spent \$7,947 for services to be performed to create certified room diagrams of the banquet halls.
- Contractual services in support of cultural arts and historic preservation increased \$102,892 and \$17,076, respectively, as compared to prior year. Funding for each of these services increased \$14,665 as compared to prior year's re-estimated budget.
- Funds for a replacement phone system are encumbered in the current fiscal year costing \$71,287.
- The Civic Center has purchased and ordered \$206,760 in chairs in the current fiscal year.
- The Civic Center paid for various services such as light repairs in the parking lots as well as new signs in the banquet rooms. Costs such as these increased \$23,976 over prior year.
- Funds of \$18,000 are encumbered in the current year to expand the parking lot at Plano Center.
- Funds are expensed and encumbered in the current year to purchase two refrigerators and a walk-in cooler/freezer costing \$6,216 and \$15,896, respectively.

REPORT NOTES CONTINUED

AUGUST, 2007

GOLF COURSE

- Golf revenues are lower by \$101,724 primarily due to the inclement weather experienced in the current year. Pecan Hollow Golf Course is down approximately 3,832 rounds of golf as compared to prior year.
- Salary expenses decreased primarily due to restructured work schedules of golf employees, which resulted in a decrease of overtime pay of \$17,861 as compared to prior year.

RECREATION REVOLVING

- Recreation fee revenues have increased \$64,985 as compared to prior year due increased class participation. Due to the increased participation experienced in the current year, contractual services have increased to pay for class instructors.

PROPERTY MANAGEMENT

- Contractual services have increased primarily due to payments in the amount of \$51,647 for work related to parking lot improvements and building repairs at Downtown Center North.

SECTION 1A

FINANCIAL SUMMARY

City of Plano
Comprehensive Monthly Finance Report



CITY OF PLANO, TEXAS
STATEMENT OF ACTIVITIES
FOR THE PERIOD ENDED AUGUST 31, 2007

Function/Program Activities General Fund	Expenses/Expenditures			Program Revenues			Net (Expense) Revenue and Changes in Net Assets					
	Budget	Recommended Re-estimate	Actual/Encumb./ Actual/Encumb.	Budget	Recommended Re-estimate	Actual	Budget	Recommended Re-estimate	Actual	Budget	Recommended Re-estimate	Actual
	\$ 706,486	\$ 755,605	\$ 619,759	\$ 818,088	\$ 948,031	\$ 862,596	\$ 111,602	\$ 192,426	\$ 242,837			\$ 242,837
General government	8,000,232	8,337,558	7,190,459	-	-	19,240	(8,000,232)	(8,337,558)	(7,171,219)			(7,171,219)
Administrative services	61,354,148	59,323,446	54,380,391	10,967,892	9,863,881	8,574,856	(50,386,266)	(49,459,565)	(45,805,535)			(45,805,535)
Police	41,442,164	39,984,827	35,626,543	3,569,434	3,872,635	3,416,490	(37,872,730)	(35,112,192)	(32,210,053)			(32,210,053)
Fire	11,113,037	11,572,358	10,165,418	561,541	505,892	537,987	(10,551,496)	(11,066,466)	(9,627,431)			(9,627,431)
Libraries	20,141,080	20,534,368	16,622,315	5,247,015	5,223,869	4,621,392	(14,894,065)	(15,310,499)	(12,000,923)			(12,000,923)
Development	4,653,284	4,805,388	4,006,762	1,011,775	988,704	901,417	(3,638,509)	(3,816,664)	(3,105,345)			(3,105,345)
Public services and operations	20,119,481	20,220,730	17,124,401	2,098,738	1,997,635	1,841,049	(18,020,743)	(18,223,055)	(15,283,352)			(15,283,352)
Parks and recreation	6,032,186	6,234,118	5,324,341	52,349	106,407	106,147	(5,979,837)	(6,127,711)	(5,218,194)			(5,218,194)
Public works	16,690,484	15,529,616	13,253,464	326,059	72,267	-	(16,364,425)	(15,457,349)	(13,253,464)			(13,253,464)
Other	190,248,582	186,297,394	164,313,853	24,652,881	23,379,321	20,881,174	(165,586,701)	(162,718,873)	(143,432,679)			(143,432,679)
Total General Fund												
Business-type Activities:												
Water and sewer	63,889,634	63,442,197	54,945,110	95,790,224	83,982,513	72,626,265				\$ 31,900,580	\$ 20,540,316	\$ 17,881,155
Sustainability and environ services	18,843,084	18,743,917	17,228,754	13,623,028	13,816,580	12,809,950	(5,220,666)	(4,927,337)	(4,619,804)			(4,619,804)
Municipal drainage	2,708,621	2,481,494	1,938,745	4,700,197	4,700,197	4,488,762	1,930,376	2,218,703	2,560,017			2,560,017
Civic center	6,754,704	7,211,082	5,470,024	2,388,813	2,489,355	2,388,753	(4,385,891)	(4,721,707)	(3,081,271)			(3,081,271)
Municipal golf course	902,706	812,191	707,046	965,000	801,000	700,460	62,294	(11,191)	(6,586)			(6,586)
Property management	55,380	74,125	77,784	68,500	78,881	68,017	13,140	4,736	(9,777)			(9,777)
Recreation revolving	2,763,148	2,636,113	2,425,988	2,750,327	2,697,500	2,684,274	(12,821)	61,387	253,286			253,286
Downtown center development	45,000	45,000	46,785	67,678	67,678	51,208	22,678	22,678	4,423			4,423
Total business-type activities												
Total	\$ 286,212,849	\$ 281,744,893	\$ 247,155,099	\$ 145,008,648	\$ 132,213,005	\$ 116,708,863	(165,586,701)	(162,718,873)	(143,432,679)			(130,446,236)
				120,353,767	108,633,684	95,927,689				24,300,500	13,187,585	12,986,443
				\$ 45,008,648	\$ 132,213,005	\$ 116,708,863				24,300,500	13,187,585	12,986,443

General Fund	General Revenues		
	Budget	Recommended Re-estimate	Actual
Property taxes	69,461,175	69,461,175	69,406,315
Sales taxes	57,506,179	61,181,328	57,196,590
Other taxes	876,801	1,113,881	936,518
Hotel/Motel tax	-	-	-
Franchise fees	19,029,151	20,510,013	20,935,244
Investment income	1,700,000	3,218,908	2,649,291
Total general revenues	148,673,106	155,465,105	151,123,958
Change in net assets	(16,923,956)	(7,233,568)	7,691,279
Net assets - beginning			48,804,682
Net assets - ending			\$ 56,495,941

Business-type Activities	General Revenues		
	Budget	Recommended Re-estimate	Actual
Property taxes	-	-	-
Sales taxes	-	-	-
Other taxes	-	-	-
Hotel/Motel tax	-	-	-
Franchise fees	4,008,877	4,407,869	3,765,527
Investment income	5,900,620	6,266,842	5,865,626
Total general revenues	9,909,497	10,674,719	9,631,153
Change in net assets	9,909,497	10,674,719	9,631,153
Net assets - beginning			380,309,234
Net assets - ending			\$ 389,943,387

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH AUGUST 31 OF FISCAL YEARS 2007, 2006, AND 2005
 GENERAL FUND

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	11 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Ad valorem tax	2007	\$ 69,461,000	69,461,000	69,406,000	99.9%	109.00
	2006	61,823,000	61,823,000	61,727,000	99.8%	108.92
	2005	58,007,000	58,007,000	57,729,000	99.5%	108.57
Sales tax	2007	57,606,000	61,181,000	57,197,000	93.5%	101.99
	2006	50,590,000	58,782,000	54,140,000	92.1%	100.48
	2005	48,668,000	50,590,000	47,677,000	94.2%	102.81
Other revenue	2007	46,259,000	48,422,000	45,402,000	93.8%	102.29
	2006	44,632,000	48,234,000	48,194,000	99.9%	109.00
	2005	44,335,000	44,481,000	41,333,000	92.9%	101.37
TOTAL REVENUE	2007	173,326,000	179,064,000	172,005,000	96.1%	104.79
	2006	157,045,000	168,839,000	164,061,000	97.2%	106.00
	2005	151,010,000	153,078,000	146,739,000	95.9%	104.57
EXPENDITURES & ENCUMBRANCES:						
Current operating	2007	\$ 188,784,000	184,221,000	160,300,000	87.0%	94.93
	2006	173,594,000	170,873,000	147,636,000	86.4%	94.26
	2005	165,432,000	159,883,000	138,195,000	86.4%	94.29
Capital outlay	2007	1,466,000	2,077,000	4,014,000	193.3%	210.83
	2006	1,697,000	2,099,000	1,975,000	94.1%	102.65
	2005	1,458,000	2,365,000	1,610,000	68.1%	74.26
Total expenditures and encumbrances	2007	190,250,000	186,298,000	164,314,000	88.2%	96.22
	2006	175,291,000	172,972,000	149,611,000	86.5%	94.36
	2005	166,890,000	162,248,000	139,805,000	86.2%	94.00
Excess (deficiency) of revenues over (under) expenditures	2007	(16,924,000)	(7,234,000)	7,691,000	-	-
	2006	(18,246,000)	(4,133,000)	14,450,000	-	-
	2005	(15,880,000)	(9,170,000)	6,934,000	-	-
OTHER FINANCING SOURCES (USES)						
Transfers in	2007	16,397,000	15,863,000	15,030,000	94.7%	103.36
	2006	15,153,000	16,164,000	13,890,000	85.9%	93.74
	2005	13,789,000	14,213,000	12,640,000	88.9%	97.02
Transfers out	2007	(21,055,000)	(21,095,000)	(18,941,000)	89.8%	97.95
	2006	(13,270,000)	(13,776,000)	(13,261,000)	96.3%	105.01
	2005	(13,339,000)	(13,873,000)	(12,520,000)	90.2%	98.45
NET CHANGE IN FUND BALANCES	2007	(21,582,000)	(12,466,000)	3,780,000		
	2006	(16,363,000)	(1,745,000)	15,079,000		
	2005	(15,430,000)	(8,830,000)	7,054,000		
FUND BALANCES-BEGINNING	2007			48,805,000		
	2006			39,224,000		
	2005			39,497,000		
FUND BALANCES-ENDING AUGUST 31	2007			52,585,000		
	2006			54,303,000		
	2005			46,551,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH AUGUST 31 OF FISCAL YEARS 2007, 2006, AND 2005
 WATER AND SEWER FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>Recommended Re-estimated Budget</u>	<u>11 Months Actual</u>	<u>Actual/ Re-estimate</u>	<u>Performance Index</u>
REVENUES:						
Water and sewer revenue	2007	\$ 93,434,000	81,485,000	70,865,000	87.0%	94.87
	2006	83,000,000	86,275,000	78,030,000	90.4%	98.67
	2005	80,656,000	78,905,000	70,252,000	89.0%	97.13
Other fees and service charges	2007	2,556,000	2,698,000	2,040,000	75.6%	82.49
	2006	2,360,000	3,087,000	2,268,000	73.5%	80.15
	2005	<u>2,188,000</u>	<u>2,186,000</u>	<u>1,853,000</u>	84.8%	92.47
TOTAL REVENUE	2007	95,990,000	84,183,000	72,905,000	86.6%	94.48
	2006	85,360,000	89,362,000	80,298,000	89.9%	98.03
	2005	<u>82,844,000</u>	<u>81,091,000</u>	<u>72,105,000</u>	88.9%	97.00
EXPENSES & ENCUMBRANCES:						
Capital outlay	2007	80,000	397,000	149,000	37.5%	40.94
	2006	70,000	1,927,000	268,000	13.9%	15.17
	2005	1,064,000	1,947,000	1,642,000	84.3%	92.00
Other expenses & encumbrances	2007	63,810,000	63,045,000	54,796,000	86.9%	94.82
	2006	58,788,000	60,194,000	51,739,000	86.0%	93.77
	2005	<u>57,630,000</u>	<u>55,740,000</u>	<u>49,944,000</u>	89.6%	97.75
Total expenses and encumbrances	2007	63,890,000	63,442,000	54,945,000	86.6%	94.48
	2006	58,858,000	62,121,000	52,007,000	83.7%	91.33
	2005	<u>58,694,000</u>	<u>57,687,000</u>	<u>51,586,000</u>	89.4%	97.55
Excess (deficiency) of revenues over (under) expenses	2007	32,100,000	20,741,000	17,960,000	-	-
	2006	26,502,000	27,241,000	28,291,000	-	-
	2005	24,150,000	23,404,000	20,519,000	-	-
TRANSFERS IN (OUT)						
Transfers in	2007	268,000	292,000	246,000	84.2%	91.91
	2006	230,000	333,000	210,000	63.1%	68.80
	2005	469,000	328,000	430,000	131.1%	143.02
Transfers out	2007	(30,208,000)	(35,009,000)	(27,557,000)	78.7%	85.87
	2006	(28,082,000)	(29,463,000)	(25,742,000)	87.4%	95.31
	2005	<u>(28,413,000)</u>	<u>(25,053,000)</u>	<u>(26,045,000)</u>	104.0%	113.41
CHANGE IN NET ASSETS	2007	\$ 2,160,000	(13,976,000)	(9,351,000)		
	2006	(1,350,000)	(1,889,000)	2,759,000		
	2005	(3,794,000)	(1,321,000)	(5,096,000)		
TOTAL NET ASSETS-BEGINNING	2007			324,871,000		
	2006			317,131,000		
	2005			<u>319,626,000</u>		
TOTAL NET ASSETS-ENDING AUGUST 31	2007			315,520,000		
	2006			319,890,000		
	2005			<u>314,530,000</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH AUGUST 31 OF FISCAL YEARS 2007, 2006, AND 2005
 SUSTAINABILITY AND ENVIRONMENTAL SERVICES FUND

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	11 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Commerical solid waste franchise	2007	\$ 5,901,000	6,267,000	5,686,000	90.7%	98.98
	2006	5,307,000	5,783,000	5,296,000	91.6%	99.90
	2005	5,161,000	5,210,000	4,780,000	91.7%	100.09
Refuse collection revenue	2007	12,078,000	12,189,000	11,216,000	92.0%	100.38
	2006	11,106,000	11,263,000	10,276,000	91.2%	99.53
	2005	11,035,000	11,182,000	10,304,000	92.1%	100.53
Other fees and service charges	2007	1,545,000	1,627,000	1,362,000	83.7%	91.32
	2006	1,367,000	1,393,000	1,178,000	84.6%	92.25
	2005	1,113,000	1,249,000	1,045,000	83.7%	91.27
TOTAL REVENUE	2007	19,524,000	20,083,000	18,264,000	90.9%	99.21
	2006	17,780,000	18,439,000	16,750,000	90.8%	99.10
	2005	17,309,000	17,641,000	16,129,000	91.4%	99.74
EXPENSES & ENCUMBRANCES:						
Capital outlay	2007	312,000	460,000	131,000	28.5%	31.07
	2006	532,000	880,000	493,000	56.0%	61.12
	2005	436,000	552,000	477,000	86.4%	94.27
Other expenses & encumbrances	2007	18,531,000	18,284,000	17,099,000	93.5%	102.02
	2006	17,043,000	17,189,000	15,835,000	92.1%	100.50
	2005	15,683,000	16,001,000	13,924,000	87.0%	94.93
Total expenses and encumbrances	2007	18,843,000	18,744,000	17,230,000	91.9%	100.28
	2006	17,575,000	18,069,000	16,328,000	90.4%	98.58
	2005	16,119,000	16,553,000	14,401,000	87.0%	94.91
Excess (deficiency) of revenues over (under) expenses	2007	681,000	1,339,000	1,034,000	-	-
	2006	205,000	370,000	422,000	-	-
	2005	1,190,000	1,088,000	1,728,000	-	-
TRANSFERS IN (OUT)						
Transfers in	2007	85,000	85,000	78,000	91.8%	100.11
	2006	-	-	-	-	-
	2005	-	-	-	-	-
Transfers out	2007	(1,205,000)	(1,180,000)	(1,014,000)	85.9%	93.74
	2006	(1,176,000)	(1,217,000)	(1,078,000)	88.6%	96.63
	2005	(1,160,000)	(1,166,000)	(1,064,000)	91.3%	99.55
CHANGE IN NET ASSETS	2007	\$ (439,000)	244,000	98,000		
	2006	(971,000)	(847,000)	(656,000)		
	2005	30,000	(78,000)	664,000		
TOTAL NET ASSETS-BEGINNING	2007			1,759,000		
	2006			2,578,000		
	2005			2,902,000		
TOTAL NET ASSETS-ENDING AUGUST 31	2007			1,857,000		
	2006			1,922,000		
	2005			3,566,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH AUGUST 31 OF FISCAL YEARS 2007, 2006, AND 2005
 MUNICIPAL DRAINAGE FUND

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	11 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Fees and service charges	2007	\$ 4,700,000	4,700,000	4,490,000	95.5%	104.22
	2006	4,812,000	4,677,000	4,419,000	94.5%	103.07
	2005	4,788,000	4,788,000	4,380,000	91.5%	99.79
Miscellaneous revenue	2007	109,000	145,000	190,000	131.0%	142.95
	2006	47,000	112,000	131,000	117.0%	127.60
	2005	35,000	50,000	72,000	144.0%	157.09
TOTAL REVENUE	2007	4,809,000	4,845,000	4,680,000	96.6%	105.38
	2006	4,859,000	4,789,000	4,550,000	95.0%	103.65
	2005	4,823,000	4,838,000	4,452,000	92.0%	100.39
EXPENSES & ENCUMBRANCES:						
Capital outlay	2007	28,000	28,000	25,000	89.3%	97.40
	2006	27,000	52,000	105,000	201.9%	220.28
	2005	-	2,000	2,000	100.0%	109.09
Other expenses & encumbrances	2007	2,682,000	2,453,000	1,914,000	78.0%	85.12
	2006	2,561,000	2,346,000	1,914,000	81.6%	89.00
	2005	1,969,000	2,112,000	1,636,000	77.5%	84.50
Total expenses and encumbrances	2007	2,710,000	2,481,000	1,939,000	78.2%	85.26
	2006	2,588,000	2,398,000	2,019,000	84.2%	91.85
	2005	1,969,000	2,114,000	1,638,000	77.5%	84.53
Excess (deficiency) of revenues over (under) expenses	2007	2,099,000	2,364,000	2,741,000	-	-
	2006	2,271,000	2,391,000	2,531,000	-	-
	2005	2,854,000	2,724,000	2,814,000	-	-
TRANSFERS IN (OUT)						
Operating transfers in	2007	-	-	-	-	-
	2006	-	-	-	-	-
	2005	-	1,300,000	1,315,000	101.2%	110.35
Operating transfers out	2007	(2,559,000)	(2,623,000)	(2,346,000)	89.4%	97.57
	2006	(2,441,000)	(2,432,000)	(2,100,000)	86.3%	94.20
	2005	(2,514,000)	(2,546,000)	(2,253,000)	88.5%	96.54
CHANGE IN NET ASSETS	2007	(460,000)	(259,000)	395,000		
	2006	(170,000)	(41,000)	431,000		
	2005	340,000	1,478,000	1,876,000		
TOTAL NET ASSETS-BEGINNING	2007			20,754,000		
	2006			17,924,000		
	2005			14,995,000		
TOTAL NET ASSETS-ENDING AUGUST 31	2007			21,149,000		
	2006			18,355,000		
	2005			16,871,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH AUGUST 31 OF FISCAL YEARS 2007, 2006, AND 2005
 NONMAJOR BUSINESS-TYPE FUNDS

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	11 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Hotel/motel tax	2007	\$ 4,009,000	4,408,000	3,766,000	85.4%	93.20
	2006	3,411,000	3,911,000	3,659,000	93.6%	102.06
	2005	2,936,000	3,328,000	2,876,000	86.4%	94.27
Other revenue	2007	6,324,000	6,314,000	6,109,000	96.8%	105.55
	2006	6,071,000	6,094,000	5,923,000	97.2%	106.03
	2005	6,243,000	5,935,000	5,643,000	95.1%	103.72
TOTAL REVENUE	2007	10,333,000	10,722,000	9,875,000	92.1%	100.47
	2006	9,482,000	10,005,000	9,582,000	95.8%	104.48
	2005	9,179,000	9,263,000	8,519,000	92.0%	100.33
EXPENSES & ENCUMBRANCES:						
Capital outlay	2007	52,000	78,000	141,000	180.8%	197.20
	2006	5,000	11,000	8,000	72.7%	79.34
	2005	6,000	8,000	19,000	237.5%	259.09
Other expenses & encumbrances	2007	10,469,000	10,700,000	8,587,000	80.3%	87.55
	2006	9,521,000	9,877,000	7,869,000	79.7%	86.91
	2005	9,069,000	8,689,000	7,602,000	87.5%	95.44
Total expenses and encumbrances	2007	10,521,000	10,778,000	8,728,000	81.0%	88.34
	2006	9,526,000	9,888,000	7,877,000	79.7%	86.90
	2005	9,075,000	8,697,000	7,621,000	87.6%	95.59
Excess (deficiency) of Revenues over (under) expenses	2007	(188,000)	(56,000)	1,147,000	-	-
	2006	(44,000)	117,000	1,705,000	-	-
	2005	104,000	566,000	898,000	-	-
TRANSFERS IN (OUT):						
Operating transfers in	2007	-	-	-	-	-
	2006	-	790,000	684,000	86.6%	94.45
	2005	-	-	-	-	-
Operating transfers out	2007	(671,000)	(689,000)	(614,000)	89.1%	97.22
	2006	(558,000)	(593,000)	(512,000)	86.3%	94.19
	2005	(619,000)	(567,000)	(567,000)	100.0%	109.09
CHANGE IN NET ASSETS	2007	(859,000)	(745,000)	533,000		
	2006	(602,000)	314,000	1,877,000		
	2005	(515,000)	(1,000)	331,000		
TOTAL NET ASSETS-BEGINNING	2007			12,926,000		
	2006			11,317,000		
	2005			11,620,000		
TOTAL NET ASSETS-ENDING AUGUST 31	2007			13,459,000		
	2006			13,194,000		
	2005			11,951,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH AUGUST 31 OF FISCAL YEARS 2007, 2006, AND 2005
 ECONOMIC DEVELOPMENT FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>Re-estimated Budget</u>	<u>11 Months Actual</u>	<u>Actual/ Re-estimate</u>	<u>Performance Index</u>
REVENUES:						
Miscellaneous revenue	2007	\$ -	210,000	259,000	123.3%	134.55
	2006	-	-	46,000	-	-
	2005	-	-	30,000	-	-
						-
EXPENSES & ENCUMBRANCES						
Personal services	2007	529,000	527,000	468,000	88.8%	96.88
	2006	528,000	449,000	392,000	87.3%	95.24
	2005	452,000	439,000	369,000	84.1%	91.70
Materials and supplies	2007	26,000	50,000	41,000	82.0%	89.45
	2006	23,000	58,000	18,000	31.0%	33.86
	2005	23,000	23,000	10,000	43.5%	47.43
Contractual / professional and other	2007	6,276,000	6,334,000	412,000	6.5%	7.10
	2006	183,000	233,000	147,000	63.1%	68.83
	2005	183,000	196,000	120,000	61.2%	66.79
Capital outlay	2007	-	7,000	7,000	100.0%	109.09
	2006	-	-	-	-	-
	2005	-	-	-	-	-
Total Expenses and Encumbrances	2007	<u>6,831,000</u>	<u>6,918,000</u>	<u>928,000</u>	13.4%	14.63
	2006	734,000	740,000	557,000	75.3%	82.11
	2005	<u>658,000</u>	<u>658,000</u>	<u>499,000</u>	75.8%	82.73
Excess (Deficiency) of Revenues Over (Under) Expenses	2007	(6,831,000)	(6,708,000)	(669,000)	-	-
	2006	(734,000)	(740,000)	(511,000)	-	-
	2005	(658,000)	(658,000)	(469,000)	-	-
TRANSFERS IN						
Operating transfers in	2007	6,831,000	6,918,000	6,761,000	97.7%	106.62
	2006	734,000	740,000	612,000	82.7%	90.22
	2005	<u>658,000</u>	<u>658,000</u>	<u>548,000</u>	83.3%	90.85
CHANGE IN NET ASSETS						
	2007	-	210,000	6,092,000		
	2006	-	-	101,000		
	2005	-	-	79,000		
TOTAL NET ASSETS-BEGINNING						
	2007			1,030,000		
	2006			885,000		
	2005			<u>819,000</u>		
TOTAL NET ASSETS-ENDING AUGUST 31						
	2007			7,122,000		
	2006			986,000		
	2005			<u>898,000</u>		

EQUITY IN TREASURY POOL

AUGUST 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 8/31/07	TOTAL 10/01/06	TOTAL 8/31/06
GENERAL FUND:						
01	General	\$ 89,000	46,294,000	46,383,000	42,608,000	47,726,000
77	Payroll	-	1,848,000	1,848,000	1,709,000	1,892,000
994	Plano All-America City	-	-	-	-	(29,000)
24	City Store	-	9,000	9,000	8,000	7,000
		89,000	48,151,000	48,240,000	44,325,000	49,596,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	32,284,000	32,284,000	2,165,000	29,235,000
		-	32,284,000	32,284,000	2,165,000	29,235,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	467,000	467,000	467,000	323,000
23	Street Enhancement	-	1,404,000	1,404,000	1,340,000	1,259,000
25	1991 Police & Courts Facility	-	1,519,000	1,519,000	1,445,000	991,000
27	1991 Library Facility	-	363,000	363,000	346,000	317,000
28	1991 Fire Facility	-	1,331,000	1,331,000	1,271,000	1,078,000
29	Technology Improvements	-	85,000	85,000	85,000	-
31	Municipal Facilities	-	400,000	400,000	379,000	368,000
32	Park Improvements	-	4,379,000	4,379,000	4,166,000	3,665,000
33	Street & Drainage Improvement	-	2,285,000	2,285,000	1,399,000	419,000
35	Capital Reserve	-	36,698,000	36,698,000	33,347,000	32,837,000
38	DART L.A.P.	-	725,000	725,000	706,000	699,000
39	Spring Creekwalk	-	22,000	22,000	21,000	21,000
52	Park Service Areas	-	5,464,000	5,464,000	5,166,000	4,958,000
53	Creative & Performing Arts	-	1,814,000	1,814,000	1,733,000	1,514,000
54	Animal Control Facilities	-	205,000	205,000	195,000	192,000
59	Service Center	-	125,000	125,000	119,000	118,000
60	Joint Use Facilities	-	559,000	559,000	533,000	517,000
85	Public Arts	-	16,000	16,000	15,000	(6,000)
110	G.O. Bond Clearing - 1999	-	657,000	657,000	1,531,000	1,660,000
190	G.O. Bond Clearing - 2000	-	3,815,000	3,815,000	3,641,000	3,759,000
230	Tax Notes Clearing - 2001	-	2,449,000	2,449,000	2,454,000	2,429,000
240	G.O. Bond Clearing - 2001-A	-	191,000	191,000	182,000	188,000
250	Tax Notes Clearing - 2001-A	-	177,000	177,000	207,000	237,000
92	G.O. Bond Refund/Clearing - 2002	-	-	-	-	1,000
270	G.O. Bond Refund/Clearing - 2003	-	1,318,000	1,318,000	1,403,000	1,480,000
310	G.O. Bond Refund/Clearing - 2005	-	974,000	974,000	1,170,000	2,983,000
093	G.O. Bond Clearing - 2006	-	2,748,000	2,748,000	36,075,000	39,025,000
089	C.O. Bond Clearing - 2006	-	428,000	428,000	3,108,000	3,799,000
102	G.O. Bond Clearing - 2007	-	30,306,000	30,306,000	-	-
105	Tax Notes Clearing - 2007	-	7,215,000	7,215,000	-	-
		-	108,139,000	108,139,000	102,504,000	104,831,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	234,000	234,000	131,000	130,000
34	Sewer CIP	-	1,890,000	1,890,000	4,492,000	3,991,000
36	Water CIP	-	4,866,000	4,866,000	4,571,000	4,122,000
37	Downtown Center Development	-	82,000	82,000	69,000	55,000
41	Water & Sewer - Operating	301,000	(3,984,000)	(3,683,000)	8,154,000	6,333,000
42	Water & Sewer - Debt Service	-	5,557,000	5,557,000	2,051,000	3,944,000
43	Municipal Drainage - Debt Service	-	2,513,000	2,513,000	2,579,000	2,244,000
44	W & S Impact Fees Clearing	-	2,862,000	2,862,000	2,447,000	2,957,000
45	Sustainability & Environmental Services	66,000	(745,000)	(679,000)	219,000	(61,000)
46	Convention & Tourism	4,000	4,007,000	4,011,000	3,054,000	2,897,000
81	Friends of Plano Centre	-	4,000	4,000	4,000	4,000
47	Municipal Drainage	22,000	4,111,000	4,133,000	3,705,000	3,709,000
48	Municipal Golf Course	-	108,000	108,000	119,000	31,000
49	Property Management	-	382,000	382,000	365,000	356,000
51	Recreation Revolving	-	901,000	901,000	934,000	965,000
95	W & S Bond Clearing - 1990	-	-	-	184,000	182,000
96	W & S Bond Clearing - 1991	-	-	-	102,000	101,000
101	W & S Bond Clearing - 1993A	-	-	-	275,000	272,000
103	Municipal Bond Drain Clearing-1995	-	-	-	261,000	259,000
104	Municipal Drain Bond Clearing-1996	-	171,000	171,000	164,000	162,000
107	Municipal Drain Bond Clearing-1997	-	-	-	232,000	230,000
108	Municipal Drain Bond Clearing-1998	-	-	-	78,000	77,000
210	Municipal Drain Bond Clearing-1999	-	-	-	145,000	144,000
260	Municipal Drain Rev Bond Clearing - 2001	-	-	-	121,000	120,000
280	Municipal Drain Rev Bond Clearing - 2003	-	-	-	32,000	32,000
320	Municipal Drain Rev Bond Clearing - 2005	-	703,000	703,000	1,359,000	2,059,000
094	Municipal Drain Rev Bond Clearing - 2006	-	1,531,000	1,531,000	1,461,000	1,446,000
330	Municipal Drain Rev Bond Clearing - 2007	-	2,888,000	2,888,000	-	-
		393,000	28,081,000	28,474,000	37,308,000	36,761,000

EQUITY IN TREASURY POOL

AUGUST 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 8/31/07	TOTAL 10/01/06	TOTAL 8/31/06
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	142,000	142,000	268,000	265,000
4	TIF-Mall	-	50,000	50,000	40,000	40,000
5	TIF-East Side	-	8,558,000	8,558,000	5,891,000	6,714,000
11	LLEBG-Police Grant	-	77,000	77,000	70,000	75,000
12	Criminal Investigation	-	1,045,000	1,045,000	811,000	795,000
13	Grant	-	(721,000)	(721,000)	-	(381,000)
14	Wireline Fees	-	365,000	365,000	286,000	274,000
15	Judicial Efficiency	-	112,000	112,000	99,000	97,000
16	Industrial	-	17,000	17,000	16,000	16,000
17	Intergovernmental	-	486,000	486,000	285,000	285,000
18	Government Access/CATV	-	540,000	540,000	225,000	243,000
19	Teen Court Program	-	39,000	39,000	31,000	29,000
20	Municipal Courts Technology	-	1,389,000	1,389,000	1,252,000	1,223,000
55	Municipal Court-Building Security Fees	-	1,229,000	1,229,000	1,143,000	1,150,000
56	911 Reserve Fund	-	6,984,000	6,984,000	5,815,000	5,679,000
57	State Library Grants	-	10,000	10,000	23,000	22,000
67	Disaster Relief	-	1,131,000	1,131,000	1,067,000	1,053,000
68	Animal Shelter Donations	-	122,000	122,000	75,000	71,000
73	Memorial Library	-	188,000	188,000	189,000	188,000
86	Juvenile Case Manager	-	130,000	130,000	95,000	84,000
87	Traffic Safety	-	662,000	662,000	298,000	271,000
88	Child Safety	-	924,000	924,000	552,000	546,000
		-	23,479,000	23,479,000	18,531,000	18,739,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	4,142,000	4,142,000	1,612,000	3,930,000
9	Technology Infrastructure	-	4,030,000	4,030,000	3,846,000	4,615,000
58	PC Replacement	-	1,496,000	1,496,000	1,089,000	1,086,000
61	Equipment Maintenance	-	(4,962,000)	(4,962,000)	-	(4,268,000)
62	Information Technology	-	868,000	868,000	2,137,000	1,599,000
63	Office Services	-	(303,000)	(303,000)	-	(311,000)
64	Warehouse	-	182,000	182,000	301,000	268,000
65	Property/Liability Loss	-	5,030,000	5,030,000	5,338,000	5,337,000
66	Technology Services	-	10,923,000	10,923,000	9,960,000	10,326,000
71	Equipment Replacement	-	12,207,000	12,207,000	4,954,000	9,665,000
78	Health Claims	-	26,042,000	26,042,000	18,934,000	18,307,000
79	Parkway Service Ctr. Expansion	-	(29,000)	(29,000)	173,000	131,000
		-	59,626,000	59,626,000	48,344,000	50,685,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	51,000	51,000	46,000	44,000
8	Library Training Lab	-	6,000	6,000	9,000	9,000
69	Collin County Seized Assets	-	307,000	307,000	299,000	276,000
74	Developers' Escrow	-	4,093,000	4,093,000	3,866,000	3,831,000
76	Economic Development	-	7,219,000	7,219,000	1,134,000	1,122,000
84	Rebate	-	1,142,000	1,142,000	1,181,000	1,170,000
		-	12,818,000	12,818,000	6,535,000	6,452,000
TOTAL		\$ 482,000	312,578,000	313,060,000	259,712,000	296,299,000
		CASH	TRUST INVESTMENTS	TOTAL 8/31/07	TOTAL 10/01/06	TOTAL 8/31/06
TRUST FUNDS						
42	Water & Sewer Reserve	\$ -	-	-	957,000	946,000
72	Retirement Security Plan	-	58,403,000	58,403,000	58,403,000	53,866,000
TOTAL TRUST FUNDS		\$ -	58,403,000	58,403,000	59,360,000	54,812,000

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

Cash	15,153,000
Local Government Investment Pool	74,878,000
Federal Securities	198,251,000
Certificates of Deposit	23,000,000
Fair Value Adjustment	(652,000)
Interest Receivable	1,948,000
	<u>312,578,000</u>

HEALTH CLAIMS FUND THROUGH AUGUST 31 OF FISCAL YEARS 2007 AND 2006

Health Claims Fund	6 month Variance			4 month Variance			1 month Variance			Year to Date Variance		
	FY 06-07 Oct-March	FY 05-06 Oct-March	Favorable (Unfavorable)	FY 06-07 April-July	FY 05-06 April-July	Favorable (Unfavorable)	FY 06-07 August	FY 05-06 August	Favorable (Unfavorable)	FY 06-07 Total	FY 05-06 Total	Favorable (Unfavorable)
Revenues												
Employees Health Ins. Contributions	\$ 1,145,000	\$ 1,056,000	89,000	782,000	716,000	66,000	196,000	179,000	17,000	\$ 2,123,000	\$ 1,951,000	172,000
Employers Health Ins. Contributions	9,945,000	8,883,000	1,062,000	6,936,000	5,986,000	950,000	1,736,000	1,501,000	235,000	18,617,000	16,370,000	2,247,000
Contributions for Retirees	275,000	241,000	34,000	201,000	170,000	31,000	51,000	44,000	7,000	527,000	455,000	72,000
Cobra Insurance Receipts	14,000	17,000	(3,000)	17,000	9,000	8,000	3,000	2,000	1,000	34,000	28,000	6,000
Retiree Insurance Receipts	205,000	166,000	39,000	137,000	111,000	26,000	36,000	28,000	8,000	378,000	305,000	73,000
City Council Receipts	-	4,000	(4,000)	-	-	-	-	-	-	-	4,000	(4,000)
Plano Housing Authority	19,000	23,000	(4,000)	-	16,000	(16,000)	-	4,000	(4,000)	19,000	43,000	(24,000)
Interest	573,000	214,000	359,000	373,000	216,000	157,000	103,000	66,000	37,000	1,049,000	496,000	553,000
Miscellaneous	-	-	-	69,000	-	69,000	-	-	-	69,000	-	69,000
Total Revenues	12,176,000	10,604,000	1,572,000	8,515,000	7,224,000	1,291,000	2,125,000	1,824,000	301,000	22,816,000	19,652,000	3,164,000
Expenses												
Insurance	714,000	641,000	(73,000)	471,000	480,000	9,000	118,000	120,000	2,000	1,303,000	1,241,000	(62,000)
Contracts- Professional Svc.	151,000	117,000	(34,000)	27,000	31,000	4,000	7,000	7,000	-	185,000	155,000	(30,000)
Contracts- Other	583,000	450,000	(133,000)	385,000	310,000	(75,000)	107,000	74,000	(33,000)	1,075,000	834,000	(241,000)
Health Claims Paid Reinsurance	(23,000)	(257,000)	(234,000)	(16,000)	(41,000)	(25,000)	-	(6,000)	(6,000)	(39,000)	(304,000)	(265,000)
Health Claims - Prescription	1,315,000	1,130,000	(185,000)	1,000,000	906,000	(94,000)	271,000	236,000	(35,000)	2,586,000	2,272,000	(314,000)
Health Claims Paid -UHC	5,638,000	5,176,000	(462,000)	3,650,000	3,114,000	(536,000)	1,054,000	836,000	(218,000)	10,342,000	9,126,000	(1,216,000)
Cobra Insurance Paid	2,000	2,000	-	-	-	-	1,000	1,000	-	3,000	3,000	-
Retiree Insurance Paid	55,000	46,000	(9,000)	43,000	35,000	(8,000)	11,000	9,000	(2,000)	109,000	90,000	(19,000)
Plano Housing Authority	3,000	4,000	1,000	-	1,000	1,000	-	1,000	1,000	3,000	6,000	3,000
Total Expenses	8,438,000	7,309,000	(1,129,000)	5,560,000	4,836,000	(724,000)	1,569,000	1,278,000	(291,000)	15,567,000	13,423,000	(2,144,000)
Net increase (decrease)	\$ 3,738,000	\$ 3,295,000	443,000	2,955,000	2,388,000	567,000	556,000	546,000	10,000	\$ 7,249,000	\$ 6,229,000	1,020,000
Health Claims Fund Balance - Cumulative	\$19,841,000	\$13,089,000	6,752,000	\$ 22,795,000	\$ 15,477,000	7,318,000	\$ 23,351,000	\$ 16,023,000	7,328,000			

ANALYSIS OF PROPERTY LIABILITY LOSS FUND THROUGH AUGUST 31 OF FISCAL YEARS 2007, 2006, AND 2005

	Fiscal Year 2007	Fiscal Year 2006	Fiscal Year 2005
<u>PROPERTY LIABILITY LOSS FUND</u>			
Claims Paid per General Ledger	\$ 1,033,000	1,537,000	1,365,000
Net Judgments/Damages/Attorney Fees	703,000	848,000	342,000
Total Expenses	\$ 1,736,000	2,385,000	1,707,000

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
AUGUST 31, 2007

<u>Project Description</u>	<u>Construction Start (Est.) Complete (Est.)</u>	<u>2006-07 Budget (thousands)</u>	<u>2006-07 Re-estimate (thousands)</u>	<u>Total Project Budget (thousands)</u>	<u>Inception to Date Cost (thousands)</u>	<u>Encumbrances (thousands)</u>	<u>Comments:</u>
<u>15th STREET – G Avenue to I Avenue</u>	02/07 11/07	1,450	1,638	2,005	663	1,262	JRJ Paving, LP has excavated the eastbound lanes. Water lines are 100% complete. Contractor has finished the 7x5 box and the junction box. Paving of the eastbound lane is complete. The contractor is delayed because of tree well drain issues and cannot open the new pavement to traffic.
<u>15th STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS</u>	01/08 07/08	1,320	102	1,900	128	19	Pre-final plans have been reviewed by City staff and returned to the consultant for correction. Project will be bid in the fall to start construction in January.
<u>Alma – Spicewood to Hedgcoxe</u>	01/08 08/08	-	110	1,210	42	68	90% construction plans have been received and are being reviewed.
<u>ALMA & PARKER DRAINAGE</u>	02/08 08/08	410	120	1,347	38	76	Design is proceeding. Preliminary plans have been reviewed by City staff and returned to the consultant for correction.
<u>ANIMAL SHELTER EXPANSION</u>	06/08 02/09	1,155	283	3,755	167	7	Proposal for full design pending. Proposal for LEED Certification of existing building is being reviewed.
<u>CLOISTERS WATER REHAB</u>	08/07 07/08	50	440	1,722	95	1,143	Project was awarded to RKM Utility Services, Inc. Pre -con meeting held on July 16 th . Contractor started work the week of August 6 th . The line in Grand view is in place waiting for testing to be put in service.
<u>COMMUNICATIONS - Falls to Parker</u>	07/06 10/07	-	227	637	417	200	Contract is complete except for pavement repair and markings at Chapel Hill, which were added to the original contract. Tree planting will be deleted from the contract.
<u>COMMUNICATIONS Spring Creek to Tennyson</u>	01/08 12/08	1,550	1,131	3,710	164	45	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.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
AUGUST 31, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	2006-07 Re-estimate (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>COMMUNICATIONS Parker to Spring Creek Parkway</u>	01/08 12/08	200	195	2,745	114	49	Design proceeding. Pre-final plans have been submitted and are currently in review by City staff. Right of way activity is underway.
<u>DALLAS NORTH TRUNK SEWER I – Independence to Coit</u>	04/07 10/07	-	4,000	4,000	1,879	2,087	Pipeline has been rehabbed west of Digital.
<u>DALLAS NORTH TRUNK SEWER II – Independence to Custer</u>	07/07 12/07	-	1,600	1,600	74	1,045	Preconstruction meeting was held August 1 st .
<u>DALLAS NORTH TRUNK SEWER III – Pittman Creek to Custer</u>	06/07 10/07	-	2,040	2,040	933	460	Majority of the pipe has been installed.
<u>FIRE STATION 12/LOGISTICS FACILITY & Emergency Operations Center</u>	12/07 02/09	2,000	2,949	12,902	3,111	367	Construction documents 90% complete. Bid packet being prepared by construction management firm. Bids will be opened mid-October.
<u>HAYFIELD, MORTON VALE, THUNDERBIRD & CLOVERHAVEN</u>	07/07 06/08	462	462	662	138	699	Project was awarded to RKM Utility Services, Inc. at the June 11 th City Council meeting. Pre-con was held on June 28 th . Contractor has completed work on Cloverhaven. Water and sanitary sewer are installed on Hayfield. The north side of the road has been replaced with new pavement. Contractor has started utility work on Thunderbird.
<u>HEADQUARTERS – Preston to Parkwood</u>	01/08 06/08	100	300	1,072	39	22	Design services began November 22 nd with Jaster Quintanilla. Project will widen Headquarters from four to six lanes from Parkwood Blvd. to Preston Road. Pre-final plans submitted August 29 th .
<u>HIGHLANDS LIFT STATION</u>	09/08 09/09	-	200	2,450	2	196	Design has started.
<u>INDEPENDENCE- MCDERMOTT TO SH 121</u>	06/08 03/09	-	100	1,600	-	101	65% plans are being reviewed by staff.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
AUGUST 31, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	2006-07 Re-estimate (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>INTERSECTION IMPROVEMENTS – 2004</u>	01/07 12/08	660	742	912	307	240	Construction is complete at the Ohio/Park intersection. Construction is near complete at Lookout and Spring Creek. Construction is near complete at Commerce and Plano Pkwy. All three intersections are open to traffic; Coit at Legacy: Final plans are complete. ROW acquisition underway; Jupiter, Park, Parker and Independence: Design is proceeding. Preliminary plans have been reviewed by City staff and returned to the consultant for correction.
<u>INTERSECTION IMPROVEMENTS – 2005</u>	07/07 02/08	649	438	1,038	236	708	Preconstruction meeting was held on June 25 th . Jim Bowman working on Alma Road Intersections at Plano Parkway and at Spring Creek.
<u>INTERSECTION IMPROVEMENTS - JUPITER/PLANO PARKWAY</u>	02/08 12/08	198	235	873	98	26	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 31 st . City staff working with affected property owners.
<u>INTERSECTION IMPROVEMENTS – Preston and Legacy</u>	01/09 09/09	239	285	2,504	212	132	Schematic and Environmental Categorical Exclusion returned by TxDot McKinney June 4 th . City staff, consultants and TxDOT met to discuss common signing. Preliminary engineering design has begun.
<u>INTERSECTION IMPROVEMENTS - PRESTON/PLANO PARKWAY</u>	01/09 09/09	436	200	2,190	155	135	Parsons Brinkerhoff submitted CAteX and design schematic to TxDot McKinney. Parsons submitted design summary report August 23 rd . City staff and consultants met to discuss common signing. Design will begin after EA approval by TxDOT Dallas.

CURRENT CAPITAL IMPROVEMENT PROJECTS
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<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	2006-07 Re-estimate (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>INTERSECTION IMPROVEMENTS – Spring Creek Parkway and Coit</u>	01/10 09/10	160	160	2,050	144	174	Design proceeding. The second submittal of preliminary schematic plans have been reviewed by City staff and returned to the consultant for correction.
<u>MCDERMOTT – Coit To Ohio</u>	01/08 09/08	3,650	70	4,086	361	7	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.
<u>TOM MUEHLENBECK RECREATION CENTER</u>	04/06 10/07	11,346	15,210	23,000	20,429	1,898	Interior finish out is underway.
<u>OAK POINT PARK VISITOR CENTER COMPLEX</u>	03/08 04/09	4,000	2,000	8,000	693	495	Construction documents 80% complete.
<u>PARKER ROAD – K Ave. to Raton Ave.</u>	07/07 01/09	3,073	1,272	4,420	511	3,762	Construction is underway. Contractor is currently working at the intersection of Parker Road and K Avenue.
<u>PARKER ROAD ELEVATED TANK REPAINT</u>	11/07 06/08	700	69	885	8	30	Project re-bid September 4 th . Project to be awarded at September 24 th City Council meeting.
<u>PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway</u>	10/07 10/08	3,900	1,055	5,300	287	10	Bids will open September 27 th .
<u>PLANO PARKWAY – Los Rios to 14th</u>	06/05 09/07	257	454	3,680	3,705	92	The contractor is installing sod and getting grass established. Contract will be complete after establishment of grass.
<u>PLANO PARKWAY – Tollroad to Park</u>	01/07 10/07	1,861	2,357	3,109	2,054	626	All new pavement is in place and opened to traffic. Contractor is working on some finishing touches such as guard rail and fencing.
<u>POLICE ACADEMY RANGE EXPANSION</u>	12/07 06/08	930	2,905	3,759	620	2,863	Schematic design prepared. Design/build contract awarded to Centennial Construction. Waiting on Richardson approval.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
AUGUST 31, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2006-07 Budget (thousands)	2006-07 Re-estimate (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>RAILROAD CROSSINGS –Quiet Zones</u>	08/07 12/07	-	522	1,197	764	14	Bids withdrawn pending agreement with railroads.
<u>RASOR BOULEVARD - Ohio to SH 121</u>	12/07 08/08	800	585	3,724	194	134	65% plans have been reviewed by City staff and returned to the engineer.
<u>RIDGEVIEW – Independence to Coit</u>	02/08 12/08	-	280	2,080	-	126	Engineering contract awarded at City Council meeting June 11 th . Notice to proceed issued August 16 th . Kickoff meeting was held August 21 st .
<u>SH 121 WATER LINE – Spring Creek Parkway to Dallas North Tollway</u>	01/08 11/07	-	415	615	-	-	Plans being revised per TxDOT comments.
<u>SHILOH PUMP STATION</u>	11/08 08/09	-	100	1,680	1	152	Design has started
<u>SPRINGBROOK – Quill to Janwood</u>	02/08 09/08	75	156	1,381	117	39	Preliminary plans have been reviewed by City staff and returned to the consultant for correction. Right of way activity is underway.
<u>US 75 RAMP IMPROVEMENTS</u>	01/06 09/07	-	1,327	3,429	2,003	-	Work on northbound improvements continues very slowly. Southbound work began with closing of 15 th Street and Parker Road exit ramps.
<u>US 75/PARKER ROAD INTERCHANGE</u>	03/08 09/09	5,000	424	6,250	1,697	50	Comments on the environmental document have been received from TXDOT. TXDOT has approved the schematic. Design work is proceeding. Some delay in the design has occurred due to TXDOT reviews. Project scheduled for February 2008.
<u>WINDHAVEN – Spring Creek Parkway to West City Limits</u>	09/08 06/09	-	160	4,060	53	397	TxDot LGFA off system road project. Project scheduled for completion summer 2009. T NP, engineers issued notice to proceed August 8 th . Contract awarded at June 11 th City Council.
<u>WYATT NORTH ADDITION PAVING & WATER</u>	06/07 06/08	2,130	950	2,386	688	1,342	Work on N Avenue has begun. Water main on N Avenue is complete and half of N Avenue is paved, Tri-Con is working on Felix Avenue.

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SECTION 2

ECONOMIC ANALYSIS

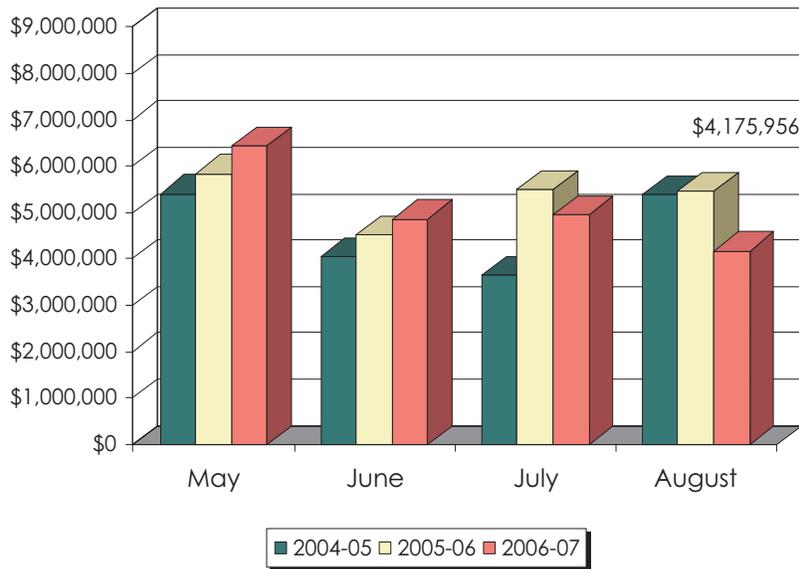
City of Plano
Comprehensive Monthly Finance Report



ECONOMIC ANALYSIS

Sales tax allocation of \$4,175,956 was remitted to the City of Plano in the month of August 2007. This amount represents a decrease of 23.36% compared to the amount received in August 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 June by businesses filing monthly returns, reported in July to the State, and received in August by the City of Plano.

Figure I represents actual sales and use tax receipts for the months of May through August for fiscal years 2004-2005, 2005-2006, and 2006-2007.

ANNUALIZED SALES TAX INDEX
COMPARED TO DALLAS CONSUMER PRICE INDEX
FIGURE II

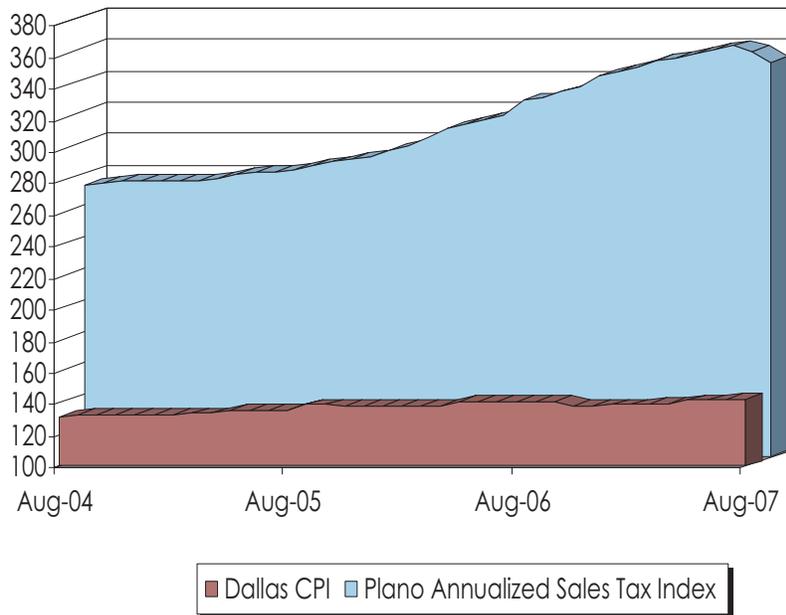


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For August 2007, the adjusted CPI was 142.76 and the Sales Tax Index was 350.53.

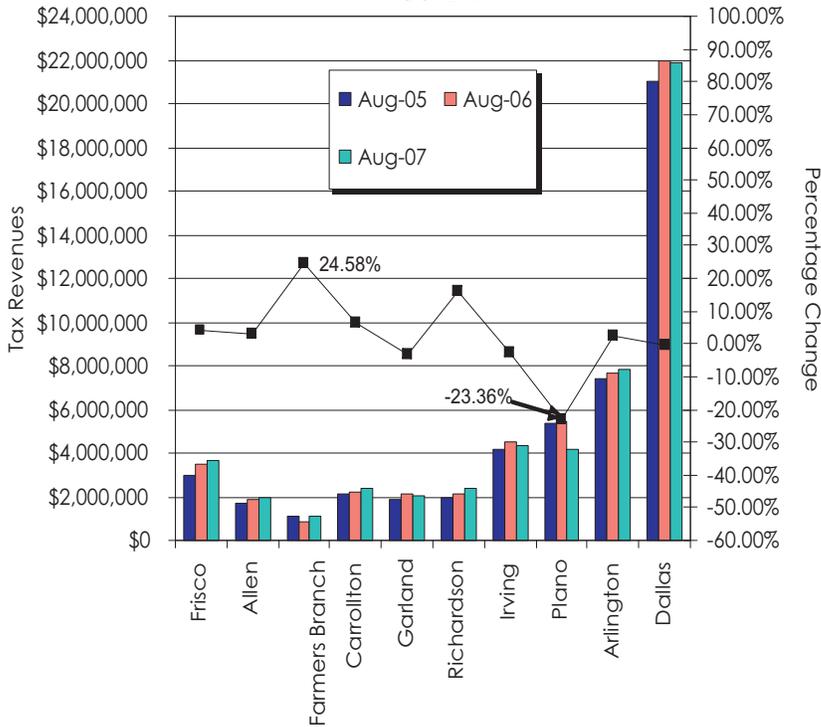
Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

ECONOMIC ANALYSIS

Figure III shows sales tax allocations in the months of August 2005, August 2006 and August 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

SALES TAX COMPARISONS CITY OF PLANO AND AREA CITIES

FIGURE III

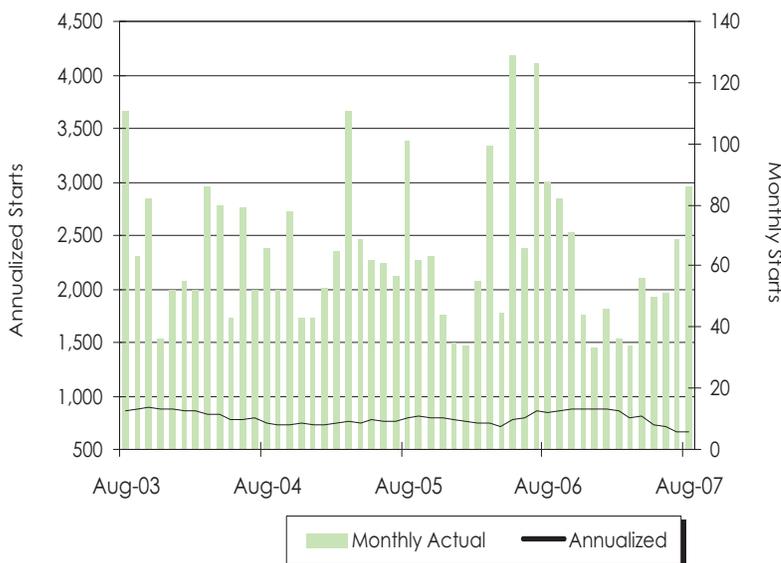


cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of August, the City of Plano received \$4,175,956 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing August 2006 to August 2007, ranged from 24.58% for the City of Farmers Branch to -23.36% for the City of Plano.

SINGLE FAMILY HOUSING STARTS

FIGURE IV



In August 2007, a total of 86 actual single-family housing permits, representing a value of \$13,350,416, were issued. This value represents a 19.60% decrease from the same period a year ago. Annualized single-family housing starts of 658 represent a value of \$132,660,390.

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

ECONOMIC ANALYSIS

YIELD CURVE
FIGURE V

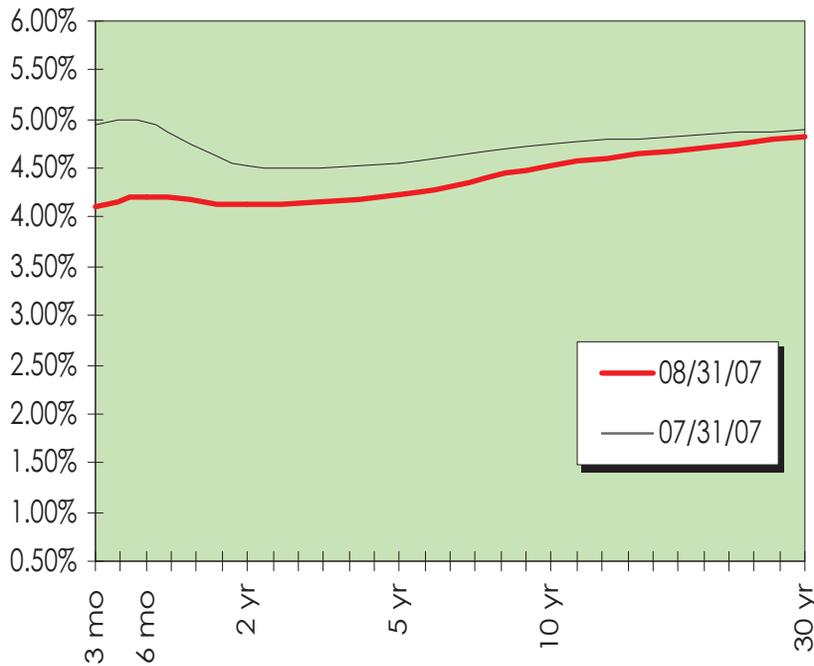


Figure V, left, shows the U.S. Treasury yield curve for August 31, 2007 in comparison to July 31, 2007. All of the reported treasury yields decreased in the month of August, with the greatest decrease in reported rates occurring in the 3-month sector at -77 basis points.

UNEMPLOYMENT RATES
UNADJUSTED RATE COMPARISON
FIGURE VI*

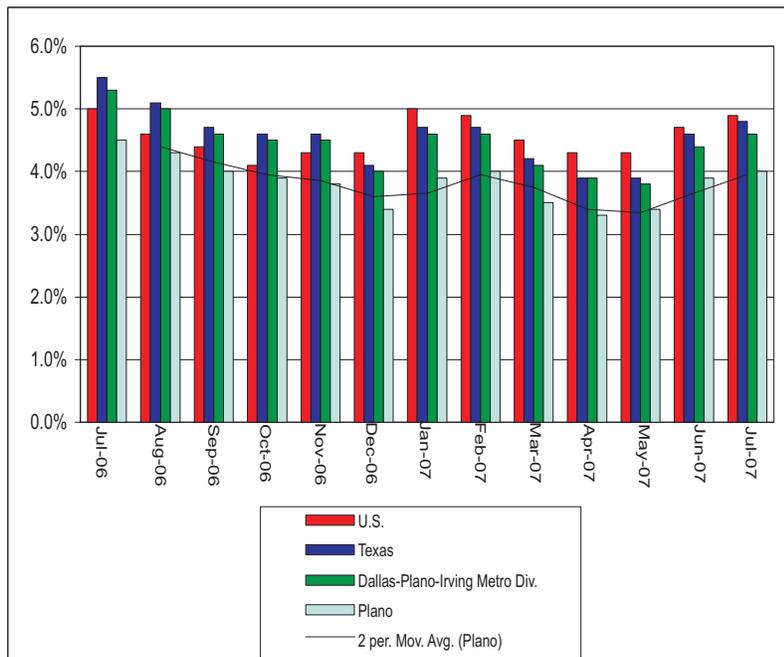


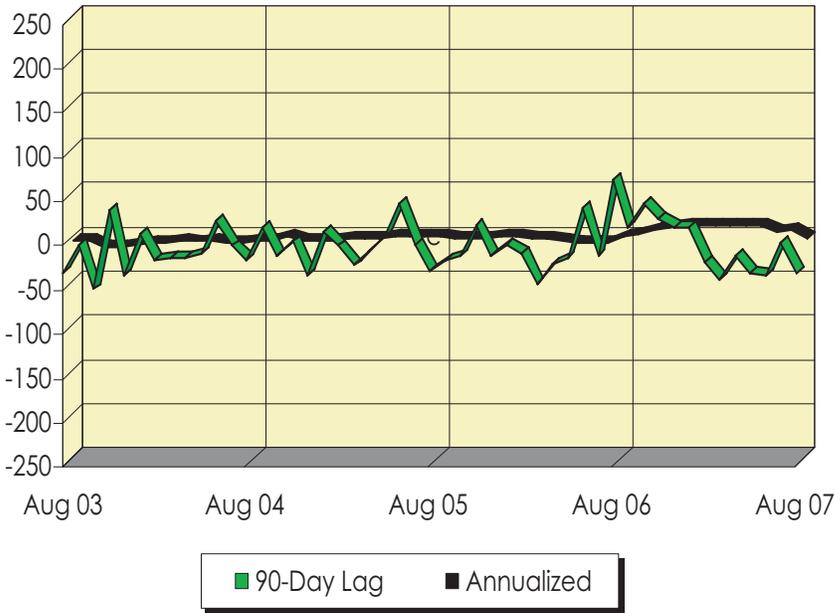
Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from July 2006 to July 2007.

*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).

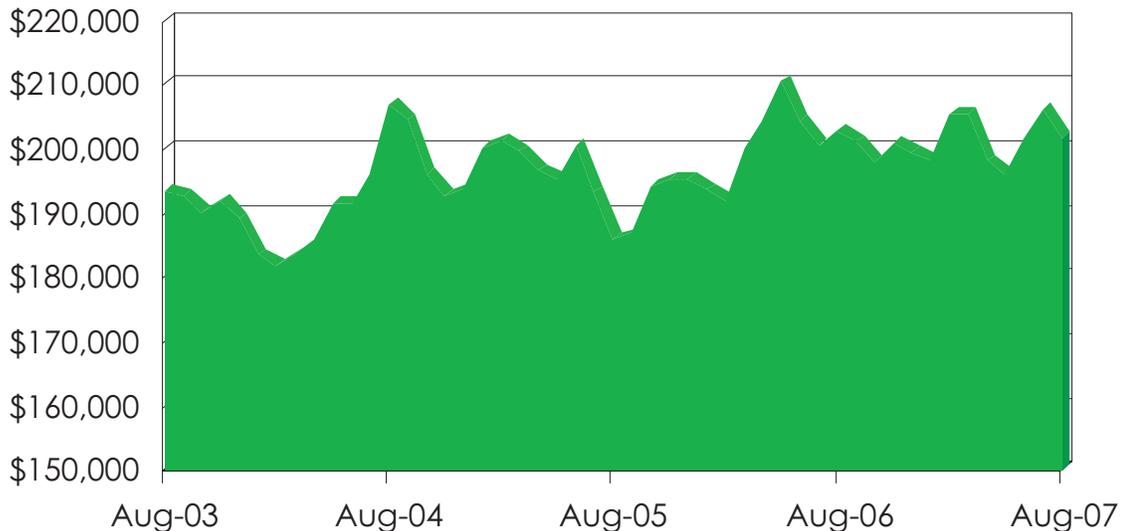
HOUSING ABSORPTION
90-DAY LAG FROM PERMIT DATE
FIGURE VII



For the current month, the 90-day lag is -32 homes, meaning that in May 2007 there were 32 less housing starts than new refuse customers in August 2007. The annualized rate is -4 which means there was an average of 4 fewer housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes decreased 0.65% to \$201,612 when compared to August 2006.

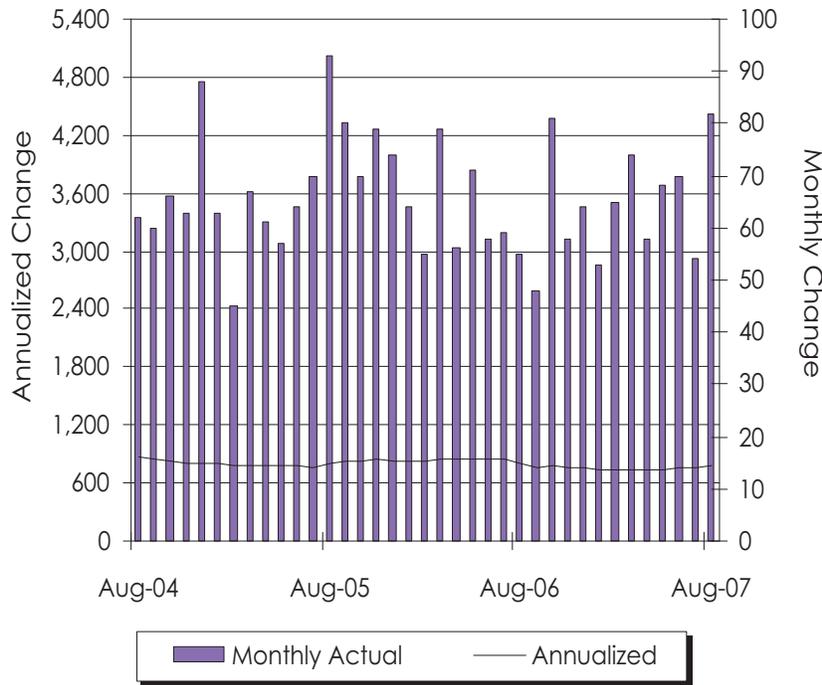
SINGLE-FAMILY NEW HOME VALUE
FIGURE VIII



ECONOMIC ANALYSIS

REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

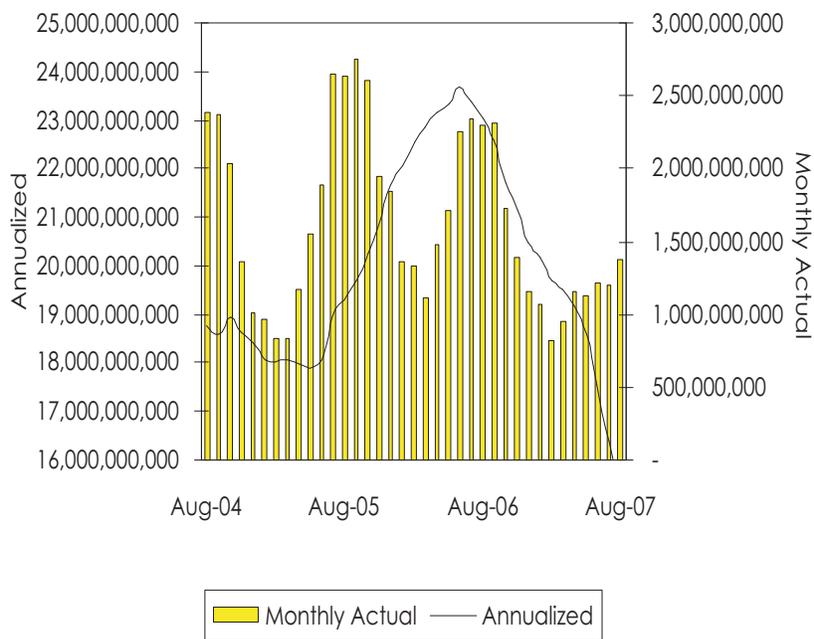


In August, net new refuse collection accounts totaled 82, in comparison to 55 new accounts in August of 2006. This change represents an increase of 49.09% year-to-year. Annualized new refuse accounts totaled 775, showing a decrease of 25, or a -3.13% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In August, the City of Plano pumped 2,440,749,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,379,875,000 gallons among 78,021 billed water accounts while billed sewer accounts numbered 74,317. The minimum daily water pumpage was 45,893,000 gallons, which occurred on Wednesday, August 1st. Maximum daily pumpage was 94,389,000 gallons and occurred on Tuesday, August 14th. This month's average daily pumpage was 78,734,000 gallons.

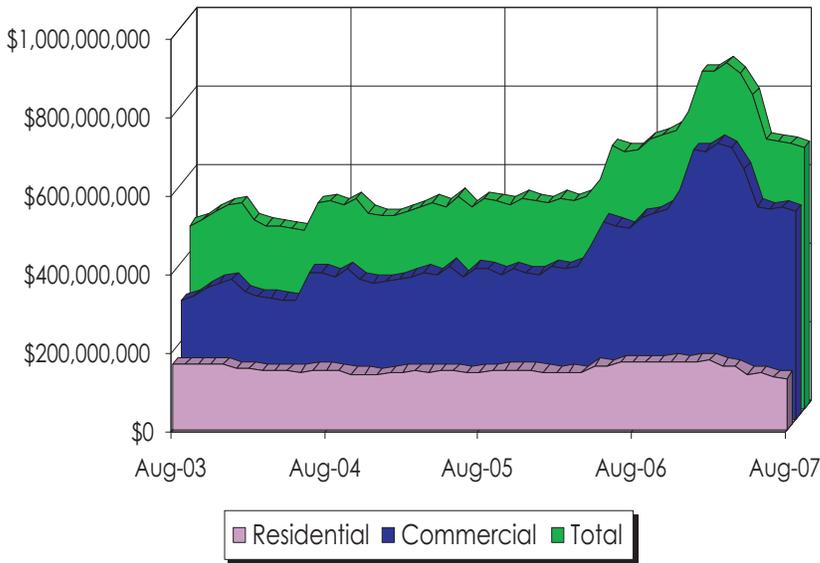
Figure X shows the monthly actual and annualized average for local water consumption.

ECONOMIC ANALYSIS

In August, a total of 154 new construction permits were issued, for properties valued at \$50,807,599. This includes 86 single-family residences, 1 hotel, 1 school, 3 office/bank buildings, 1 other, 29 commercial additions/alterations, and 33 interior finish-outs. There were 22 permits issued for pools/spas.

ANNUALIZED BUILDING PERMIT VALUES

FIGURE XI



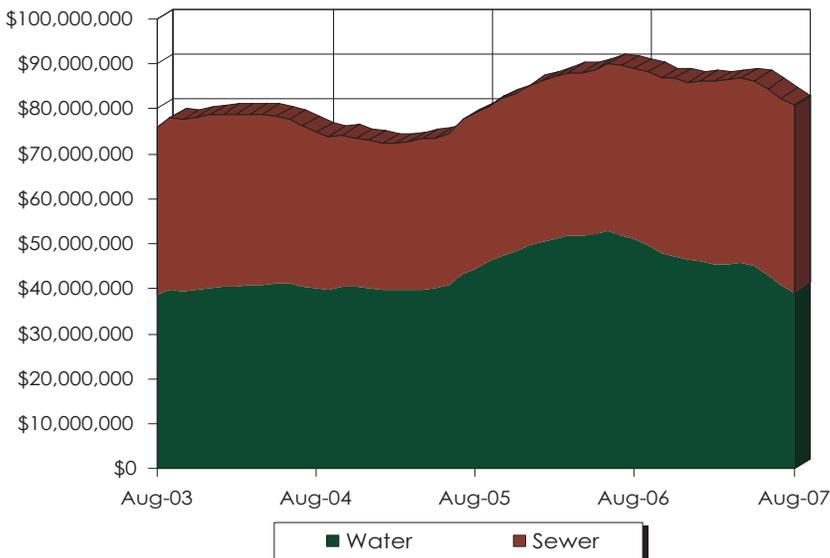
The overall annualized value was \$663,444,080, down 3.45% from the same period a year ago. The annualized value of new residential construction decreased to a value of \$132,660,390, down 22.64% from a year ago. The annualized value of new commercial construction increased 2.93% to \$530,783,690.*

* 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 August were \$3,827,122 and \$3,550,248, representing a decrease of 29.38% and an increase of 1.32% respectively, compared to August 2006 revenues. The aggregate water and sewer accounts netted \$7,377,371 for a decrease of 17.32%.

ANNUALIZED WATER & SEWER BILLINGS

FIGURE XII



August consumption brought annualized revenue of \$39,249,024 for water and \$41,609,109 for sewer, totaling \$80,858,133. This total represents a decrease of 9.15% compared to last year's annualized revenue.

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

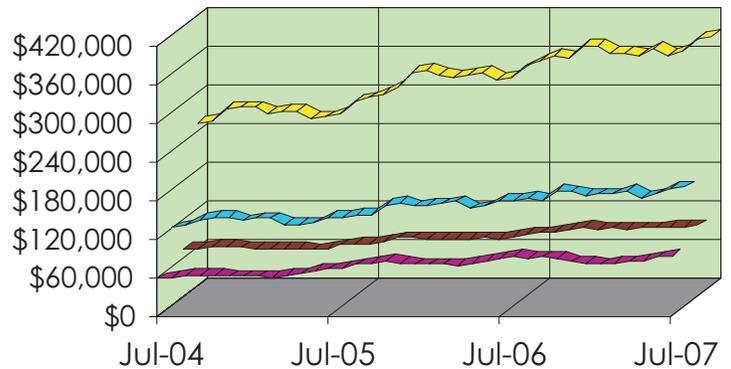
ECONOMIC ANALYSIS

July revenue from hotel/motel occupancy tax was \$377,302. This represents an increase of \$21,155 or 5.94% compared to July 2006. The average monthly revenue for the past six months (see graph) was \$386,178, an increase of 10.79% from the previous year's average. The six-month average for the Central area increased to \$92,615, the West Plano average increased to \$184,528, and the Plano Pkwy average increased to \$109,035 from the prior year.

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

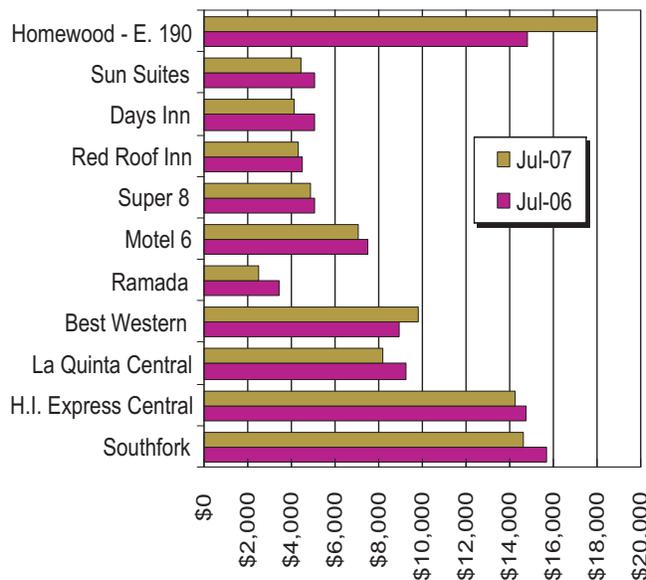
HOTEL/MOTEL OCCUPANCY TAX SIX MONTH TREND

FIGURE XIII



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

HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - CENTRAL FIGURE XIV



*Wellesley Inn & Suites and Studio Plus became ExtendedStay Deluxe hotels in 2005.

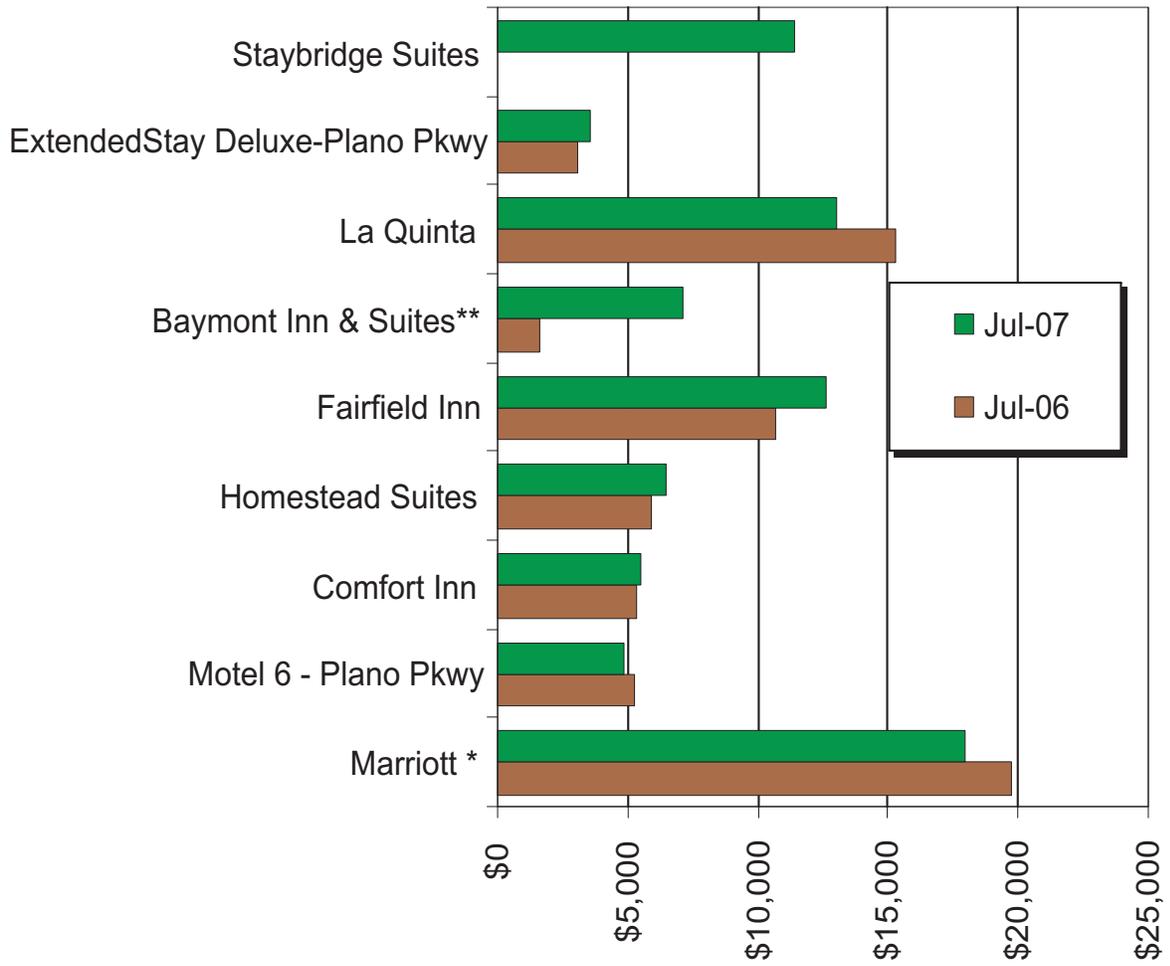
HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - WEST PLANO FIGURE XV



* 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)

ECONOMIC ANALYSIS

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)

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

AUGUST, 2007

Interest received during August totaled \$1,219,943 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 declined throughout the month of August, starting at 4.55 and ending at 4.18.

As of August 31, a total of \$301.0 million was invested in the Treasury Fund. Of this amount, \$62.9 million was General Obligation Bond Funds, \$5.3 million was Municipal Drainage Revenue Bond Funds, and \$232.8 million was in the remaining funds.

Investments	Current Month Actual	Fiscal Y-T-D	Prior Fiscal Y-T-D	Prior Fiscal Year Total
(1) Funds Invested	\$5,000,000	\$208,481,000	\$173,940,000	\$184,140,000
(2) Interest Received	\$1,219,943	\$11,278,173*	\$8,691,884	\$10,076,585
(3) Earnings Potential Factor	90.2%	104.3%	125.6%	124.4%
(4) Investment Potential	104.3%	104.7%	104.7%	104.7%
(5) Actual Aggressive Dividend	\$125,531	\$73,604	\$150,579	\$147,956
(6) Average 2 Year T-Note Yield	4.34		4.90	

* See interest allocation footnote on Page C-3.

- (1) Does not include funds on deposit earning an "earnings credit" rate and/or moneys in investment pools or cash accounts.
- (2) Cash basis.
- (3) Comparison of actual yield of investments to average yield of 2 year Treasury notes for current month.
- (4) Measures the percent of funds invested at month end compared to total available investable funds.
- (5) Difference between amount of interest earned due to aggressive investing of funds, when compared to passive use of funds earning an "earnings credit" rate, during current month.
- (6) Compares 2007 to 2006.

Month-to-Month Comparison

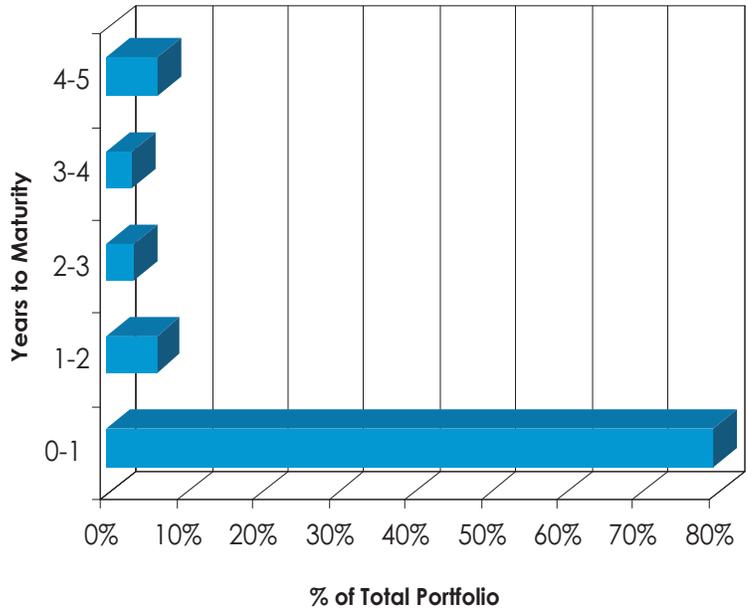
	Jul 07	Aug 07	Difference
Portfolio Holding Period Yield	4.80	4.81	+0.01 (+1 basis point)
Avg. 2-Year T-Note Yield	4.81	4.34	-0.47 (-47 basis points)

INVESTMENT REPORT

Portfolio Maturity Schedule

Figure I

Years to Maturity*	Face Value	% Total
0-1	\$ 250,940,970	79.80%
1-2	20,710,000	6.59%
2-3	11,360,000	3.61%
3-4	10,270,000	3.27%
4-5	21,195,000	6.74%
Total	\$ 314,475,970	100.00%

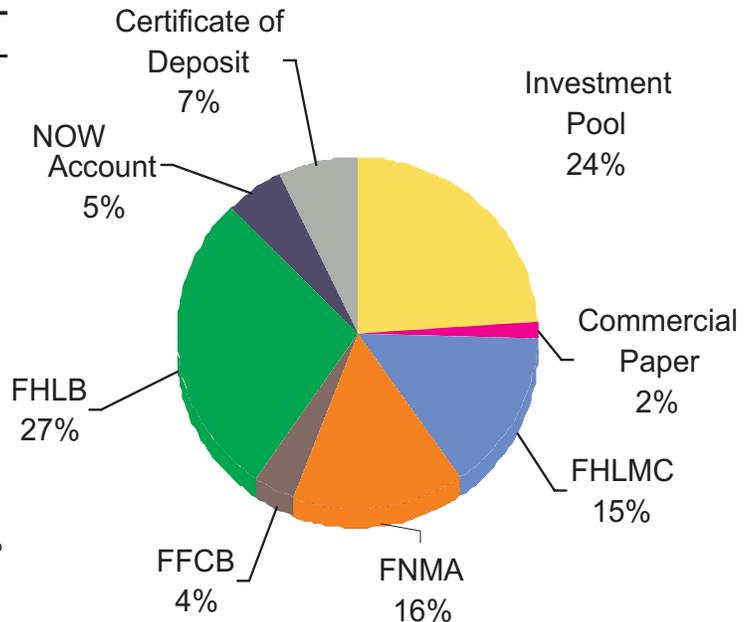


*Does not take into consideration callable issues that can, if called, significantly shorten the Weighted Average Maturity.

Portfolio Diversification

Figure II

Type	Face Value	% Total
Investment Pool	\$ 74,877,957	23.81%
Commercial Paper	5,500,000	1.75%
FHLMC	46,340,000	14.74%
FNMA	48,791,000	15.52%
FFCB	11,060,000	3.52%
FHLB	88,290,000	28.08%
NOW Account	16,617,013	5.28%
Certificate of Deposit	23,000,000	7.31%
Total	\$ 314,475,970	100.00%



INVESTMENT REPORT

Allocated Interest/Fund Balances August 2007

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	193,071.77	2,649,290.68	\$ 46,101,310.65	15.32%
G.O. Debt Service	128,792.07	1,130,181.76	32,155,423.91	10.69%
Street & Drainage Improvements	8,805.67	88,484.00	2,276,632.17	0.76%
Sewer CIP	9,405.58	181,375.99	1,880,920.79	0.63%
Capital Reserve	147,452.01	1,657,402.63	36,551,017.97	12.15%
Water & Sewer Operating	(16,436.97)	78,270.03	(3,968,052.23)	-1.32%
Water & Sewer Debt Service	21,648.48	174,682.95	5,535,722.06	1.84%
W & S Impact Fees Clearing	11,299.18	127,193.24	2,850,653.17	0.95%
Park Service Area Fees	21,753.23	248,091.19	5,441,797.12	1.81%
Property / Liability Loss	20,067.62	229,829.23	5,009,582.31	1.66%
Information Services	43,046.61	477,004.99	10,880,187.78	3.62%
Equipment Replacement	48,091.52	427,280.48	12,159,192.51	4.04%
Developers' Escrow	16,320.75	196,577.37	4,076,917.11	1.35%
G.O. Bond Funds	256,574.85	2,343,453.89	62,906,203.41	20.91%
Municipal Drainage Bond Clearing	21,138.52	177,991.15	5,272,233.42	1.75%
Other	288,674.28	3,111,206.61	71,678,239.28	23.82%
Total	\$ 1,217,265.25	\$ 13,271,477.07	\$ 300,905,125.53	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of August 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		Maturities/ Sold/Called	Weighted Avg Maturity (Days)	# Securities
			Purchased*				
Mar-06	318,399,324	3.89%	13		4	383	161
Apr-06	311,430,085	3.91%	9		5	374	165
May-06	303,581,868	3.98%	4		7	363	162
Jun-06	294,605,647	4.12%	5		15	352	152
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

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

INVESTMENT REPORT

*Equity in Treasury Pool
By Major Category
Figure IV*

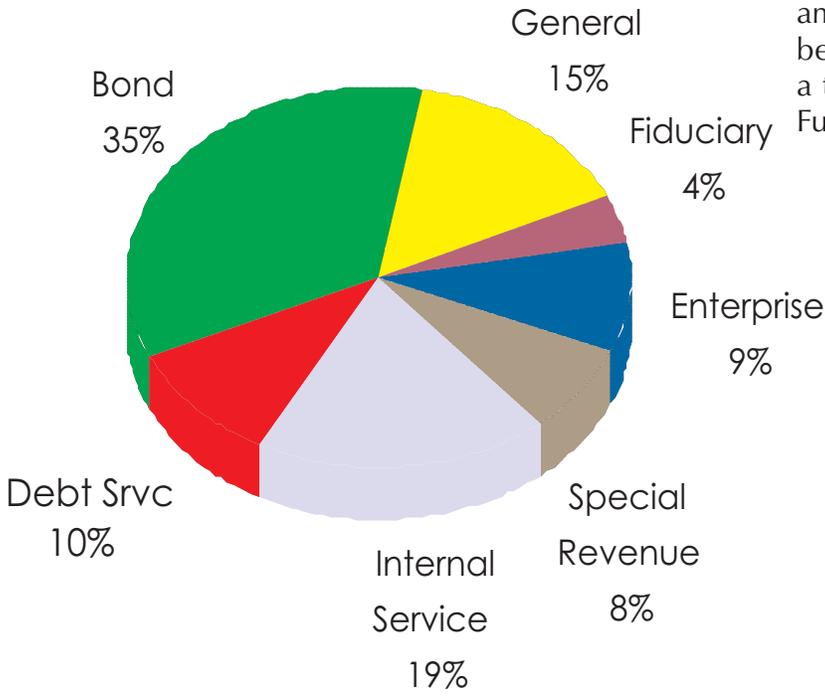
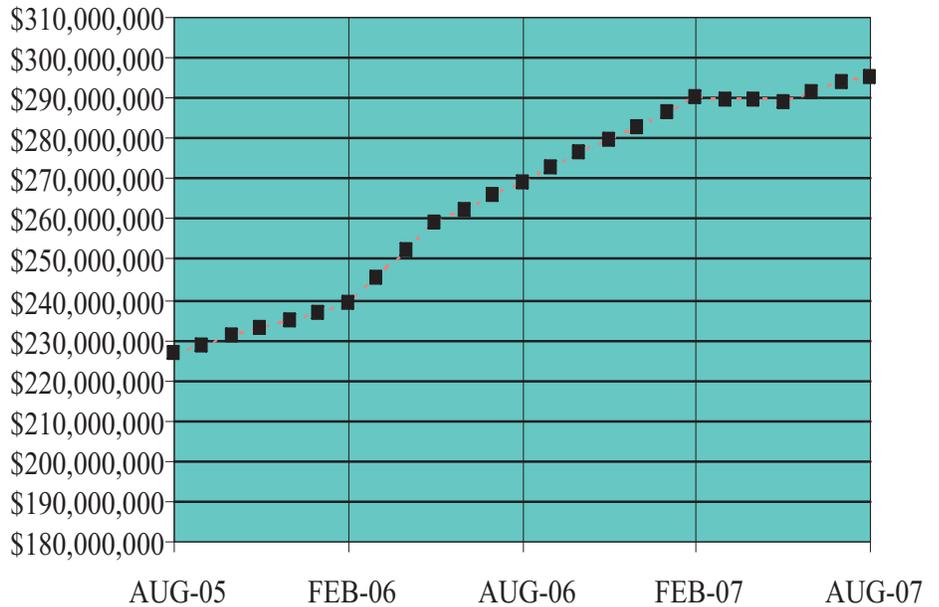


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of August 31, 2007. The largest category are the Bond Funds in the amount of \$108.1 million. Closest behind are the Internal Service Funds with a total of \$59.6 million, and the General Fund with \$48.2 million.

*Annualized Average Portfolio
Figure V*

The annualized average portfolio for August 31, 2007 was \$295,172,711. This is an increase of \$25,944,276 when compared to the August 2006 average of \$269,228,435.





City of Plano

Health Plan Analysis for 2008 Plan Year
September, 2007

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V/B

Table of Contents

- I. Benefits Philosophy
- II. Medical Plan Claims
- III. Summary of Changes for 2008

I. City of Plano Benefits Philosophy Statement

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I. City of Plano Benefits Philosophy Statement

The City desires a long term strategic plan for management of its benefit programs. This strategic plan will involve a philosophy and objectives to be put into place and maintained for the long term.

The philosophical position needs to be established as a touch point upon which future benefit plan designs can be developed.

“The City cares about its employees and will provide a competitive benefit program that offers;

- affordable choices,
- consistent level of cost structures and
- encouragement for healthy living”

Philosophy Implementation Elements Affordable and Simple Choices - Medical

Over a period of 2 to 3 years the following program changes should be implemented and then maintained for the long term

- Healthcare Program with 2 or 3 Medical Options having enough difference among the plans to provide real choices (e.g. differences in deductibles, copays, out-of-pocket maximum, etc.).
- Plan options that are easy for employees to understand and make choices.
- First dollar preventive care coverage in all options with a focus on age and gender specific testing, etc.
- Evaluate alternative medical plan solutions for retirees eligible for Medicare.

Philosophy Implementation Elements Affordable and Simple Choices – Pharmacy Plan

- Prescription Drug plan that is consistent regardless of Medical plan choice.
- Drug design that is based on a coinsurance rather than copay approach, thus giving employees real choices of generic and brand name drugs.
- Capping the potential pharmacy annual costs for all employees similar to healthcare out-of-pocket limits
- Eliminating annual drug deductible.
- Providing more information, easily accessible on the types of drugs, their alternatives, and costs via the WEB.

Philosophy Implementation Elements Affordable and Simple Choices– Dental

- A Dental plan which allows for easy choice of in and out of network at time of service – a PPO approach like the medical plan.
- A single plan which has sufficient network coverage and allows real choice of provider.

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Philosophy Implementation Elements Affordable & Simple Choices - Voluntary Products

- Continue all current programs which have a reasonable level of participation but review vendors and products.
- Consideration of additional voluntary programs in the future:
 - Long Term Care
 - Dependent Life Insurance
 - Others?
- If the City continues offering various voluntary plans, evaluate use of a single administrator for all voluntary product offerings in the future.

Philosophy Implementation Elements Consistent level of Cost Structures

- Employer contributions designed to make all of the options cost neutral to the employees, allowing them choices based on benefits provided and not just costs.
- Continued use of tax efficient FSA spending accounts for all employees.
- Retiree costs.

Philosophy Implementation Elements Encouragement for Healthy Living

- Continued focus on Wellness and Disease Management including on-site counselors, lunch and learn programs, etc.
- Utilize services and products of existing vendors where possible in promoting and communicating wellness.
- Integrate UHC wellness and Medical Center of Plano services to avoid overlap in services and produce higher levels of education and care.

II. Medical Plan Claims

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II. Medical Claims Trended to 2008

- Using a 10% annual trend factor for medical and pharmacy, projected paid claims (assuming no plan design change) for CY 2008 are:

	Total Annual	PEPM *
Medical	\$12,500,000	\$485
Pharmacy	\$3,000,000	\$116
<i>Total</i>	<i>\$15,500,000</i>	<i>\$601</i>
Estimated Administration Expenses	\$3,000,000	\$116
Total Expected Plan Costs	\$18,500,000	\$717

* Assuming flat enrollment

- This represents an increase of 12.5% over 2007.

III. Summary of Changes for 2008

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III. Summary of Changes for 2008

- Medical funding rates (premium equivalent rates) are adequate to meet the budget needs of the health plan but will be adjusted from six to four tiers, which is a more common design.
- City does not have a contribution philosophy, has not changed employee contributions in four years and current contribution amounts create an unbalanced subsidy of the higher cost plan
 - City should examine this position and determine if they want to move toward a more equitable contribution position that more closely mirrors common practice.
- For 2008, increase employee contributions for the Medical plan. A comparison of 2007 rates and contributions to 2008 rates and contributions follows.

Summary of Changes for 2008 continued

▪ 2007 Monthly Premium Equivalent Rates and Contribution:

Option I (\$1000 Deductible)	City	Active Employee	Total
Employee Only	\$268	\$15	\$283
Employee + Spouse	\$658	\$58	\$716
Employee + 2 or less children	\$475	\$41	\$516
Employee + 3 or more children	\$516	\$70	\$586
Employee + Spouse + 2 or less children	\$1,099	\$109	\$1,208
Employee + Spouse + 3 or more children	\$1,135	\$138	\$1,273

Option II (\$500 Deductible)	City	Active Employee	Total
Employee Only	\$669	\$50	\$719
Employee + Spouse	\$1,666	\$130	\$1,796
Employee + 2 or less children	\$1,193	\$100	\$1,293
Employee + 3 or more children	\$1,313	\$160	\$1,473
Employee + Spouse + 2 or less children	\$2,285	\$230	\$2,515
Employee + Spouse + 3 or more children	\$2,574	\$300	\$2,874

▪ 2008 Premium Equivalent Rates and Contributions

Option I	City	Employee	Total
Employee	\$265	\$18	\$283
Employee + Spouse	\$647	\$69	\$716
Employee + Child(ren)	\$471	\$54	\$525
Employee + Family	\$1,086	\$140	\$1,226

Option II	City	Employee	Total
Employee	\$645	\$74	\$719
Employee + Spouse	\$1,604	\$192	\$1,796
Employee + Child(ren)	\$1,155	\$156	\$1,311
Employee + Family	\$2,208	\$353	\$2,561

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Summary of Changes for 2008 continued

- Medical plan changes for 2008 are minor with minimal impact to plan costs. Consideration should be given to the addition of a third option for 2009 which would help City achieve contribution equity, while offering choices to employees.
 - For 2008, modify out-of-network deductible and out-of-pocket maximum to:

	Network Deductible	Non-network Deductible	Network OOP Max	Non-network OOP Max
Option I	\$1,000	\$3,000	\$3,000	\$6,000
Option II	\$500	\$1,500	\$2,500	\$5,000

- Limit vision care to non-routine, medically necessary treatment. The vision exam benefit in the medical plan was a duplicate to the Spectera vision plan.
- All preventive care based on age and gender guidelines paid at 100%

Summary of Changes for 2008 continued

- Pharmacy plan design change to coinsurance instead of co-pays to eliminate the need to adjust co-pays each year, reduce impact of future trend increases and encourage consumer behavior change.

- 2007 Pharmacy Plan – applies to both Medical Options:**

Has three tiers of benefit for retail and mail order: Generic, Preferred Brand, Non-Preferred Brand
Co-pays based on flat dollar amounts per script: <ul style="list-style-type: none"> Retail \$8, \$35, \$50 Mail: \$16, \$70, \$100
\$100 deductible applies to Option 1

17

Summary of Changes for 2008 continued

- 2008 Pharmacy Plan

		Co-Insurance			
	Deductible		Generic	Preferred Brand	Non-Preferred Brand
Plan	None	Retail & Mail	15%	25%	40%
Maximum Annual Out-of-Pocket		\$2,000 per person for all prescriptions			
Retail	Minimum		\$6	\$30	\$45
	Maximum		\$15	\$45	\$60
Mail	Minimum		\$12	\$60	\$90
	Maximum		\$30	\$90	\$120

Summary of Changes for 2008 continued

- Consolidate Dental offering under one PPO plan administered by United Healthcare.
- 2007 Monthly Dental Rates

	Option I (\$1000 Deductible)	City	Active Employee	Total
Fully Insured Cigna DHMO	Employee Only	\$8.59	\$5.68	\$14.27
	Employee + Spouse	\$8.75	\$16.19	\$24.94
	Employee + Children	\$10.97	\$15.25	\$26.22
	Employee + Spouse + Children	\$11.03	\$28.90	\$39.93
Fully Insured Cigna PPO	Employee Only	\$17.36	\$11.22	\$28.58
	Employee + Spouse	\$18.22	\$38.43	\$56.65
	Employee + Children	\$36.80	\$35.01	\$71.81
	Employee + Spouse + Children	\$44.66	\$55.22	\$99.88
Self-Funded UHC MAC w/ \$2000 Max	Employee Only	\$17.00	\$12.00	\$29.00
	Employee + Spouse	\$18.00	\$30.00	\$48.00
	Employee + Children	\$37.00	\$35.00	\$72.00
	Employee + Spouse + Children	\$45.00	\$40.00	\$85.00

5

Summary of Changes for 2008 continued

- 2008 Monthly Dental Rates

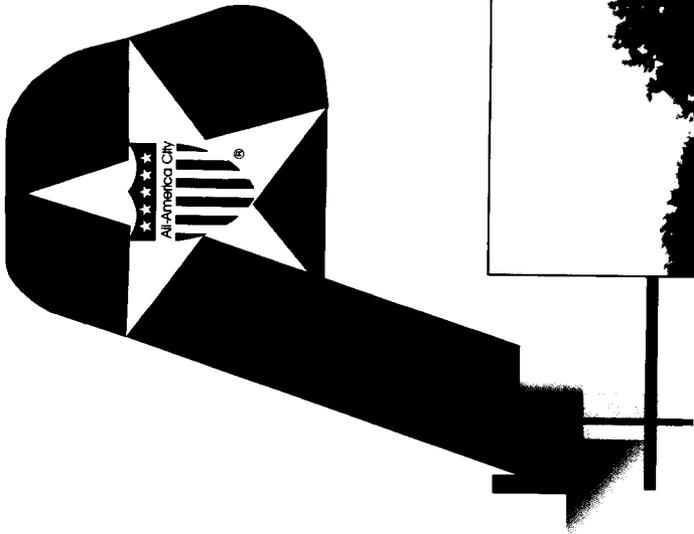
		City Contribution	Employee Contribution	Total
Self-Funded UHC R&C w/ \$2000 Max	Employee Only	\$19.29	\$12.86	\$32.15
	Employee + Spouse	\$32.15	\$32.16	\$64.31
	Employee + Children	\$38.58	\$41.80	\$80.38
	Employee + Spouse + Children	\$55.30	\$66.88	\$122.18

Summary of Changes for 2008 continued

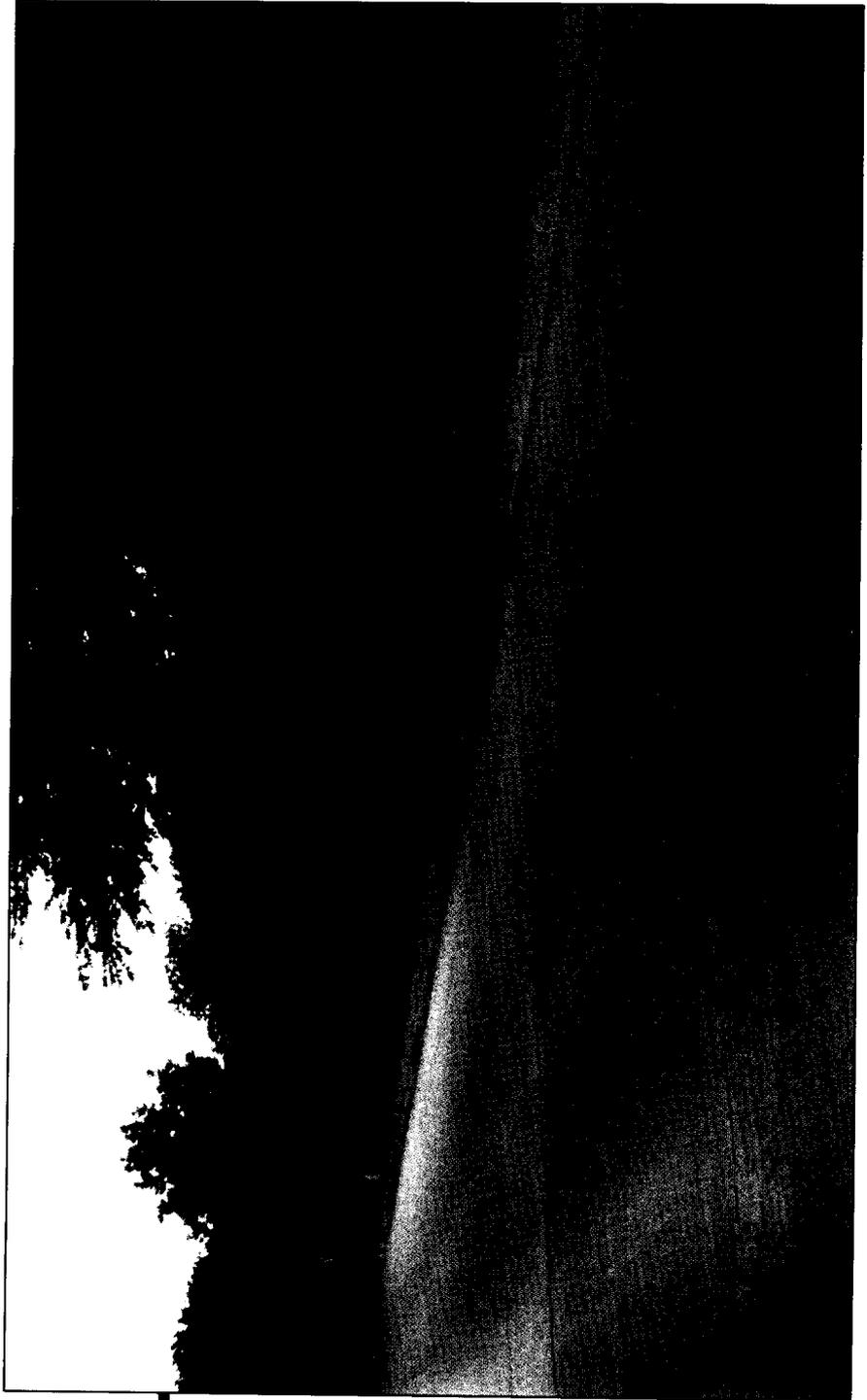
- Offer retirees over age 65 a choice of only Medicare-based plans provided by United Retiree Solution, a United Healthcare company. These choices are:
 - Medicare Supplement
 - Medicare Advantage plan with defined network
- Impact of over age 65 Retiree decision:
 - For retiree: Better benefit plan with minimal out-of-pocket expense, guaranteed issue insurance, no double filing of claims required.
 - For City: GASB liability will be reduced, UHC will bill retirees directly and handle all customer service relieving some staff administrative burden.

Summary of Changes for 2008 continued

- Change the present City policy that prohibits a retiree who leaves the City plan from re-enrolling in the future.
 - A retiree will more likely stay on the City's plan with this rule in place because of the uncertainty of obtaining future coverage.
 - If allowed to re-enroll, a retiree will more likely leave the city's plan for one offered by a new employer with the knowledge that the City plan is available if needed.
 - This will have a positive impact for the City in that it eliminates claims for the years the retiree is off the plan and, since not all the retirees will elect to return, the future liability under GASB will be reduced.
- Eliminate the Cancer Policy due to benefit and cost changes from Allstate and the Pre-Paid Legal Plan which duplicates legal services provided in the EAP.

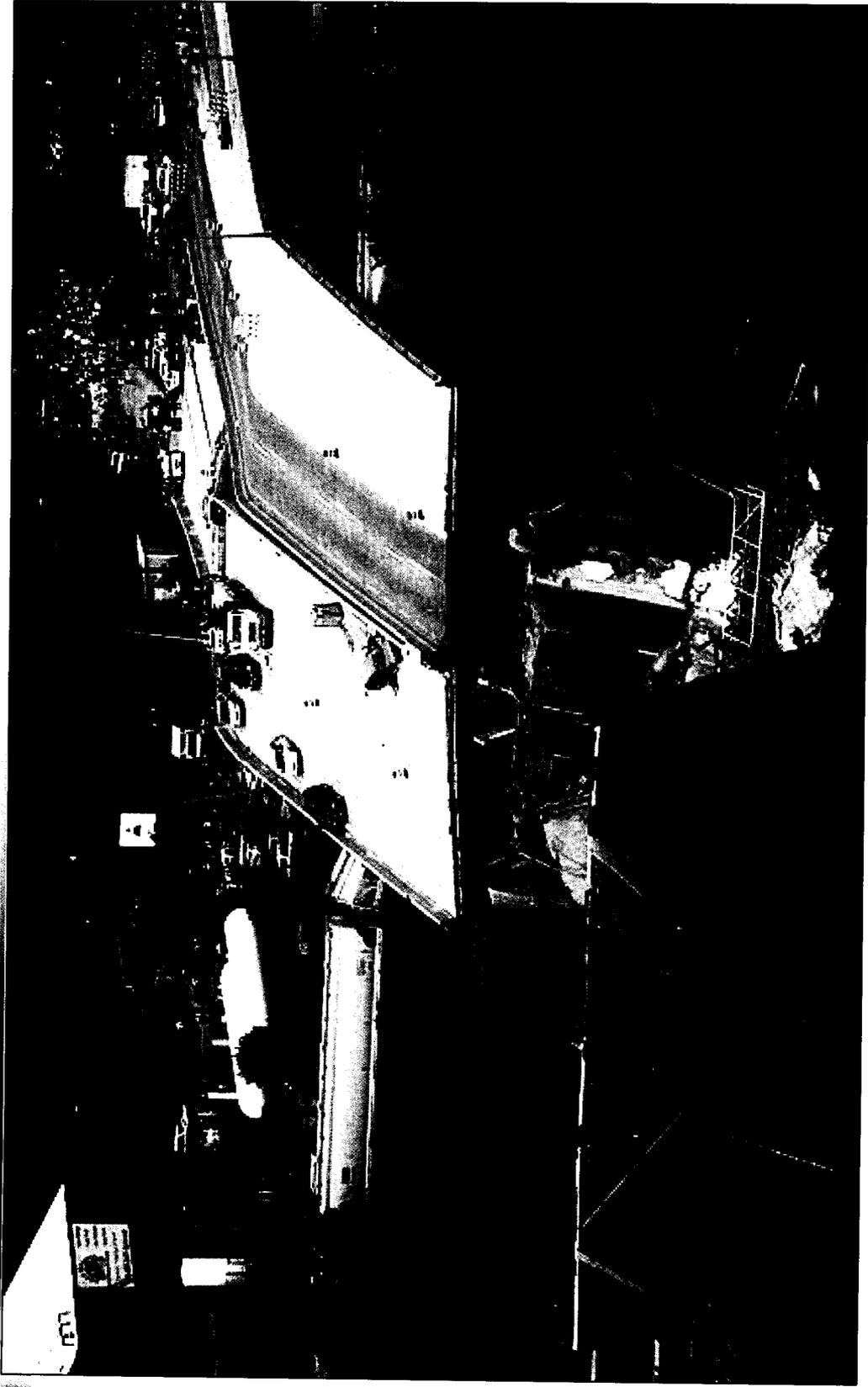


Ratings of Bridges and Culverts City of Plano



VII a

Collapse of Bridge in Minneapolis

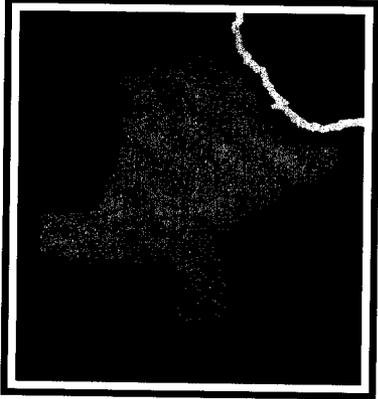


V11b

Nationwide



- **Twelve percent (12%) of the nation's bridges were identified as being structurally deficient.**
- **National Bridge Inventory identified 599,976 bridges, of which 116,086 are on the National Highway System.**
- **Nationwide, 80,000 bridges are considered functionally obsolete and 72,500 are considered structurally deficient.**



Texas

- **TxDOT's records indicate that four percent (4%), or 2,024 of the state's bridges are structurally deficient.**
- **50,000 bridges in Texas, of which 15,302 are part of the National Highway System.**
- **2,024 structurally deficient bridges, of which 445 are part of the State Highway System. 1,579 are off-system structures.**

1/3
x

"Structurally Deficient"

- **Definition: Deck, superstructure, and/or culvert rated 4 or less (poor or worse condition); structural condition (can only carry very low loads) Or waterway adequacy (frequent floods causing traffic delays) rated 2 or less.**

"Functionally Obsolete"

- **Deck geometry rated 3 or less (bridge is too narrow)**
- **Underclearance rated 3 or less**
- **Approach roadway alignment rated 3 or less**
- **Very low load rating**
- **Occasional floods causing traffic delays**

VH
g

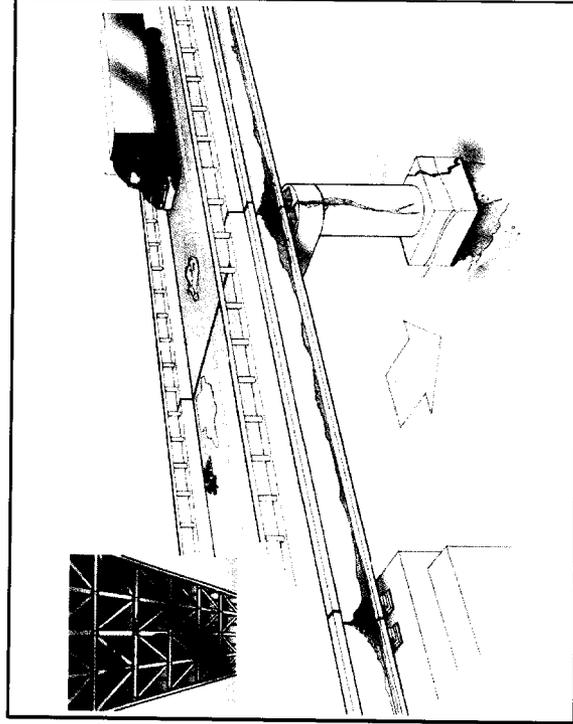
2
vii

"Functionally Obsolete"

Caveats

- **Bridges that qualify as both structurally deficient and functionally obsolete are categorized as structurally deficient.**
- **Bridges built or reconstructed within the last 10 years are not counted by FHWA as structurally deficient or functionally obsolete. (10 year rule)**

How a Bridge Can Become Structurally Deficient



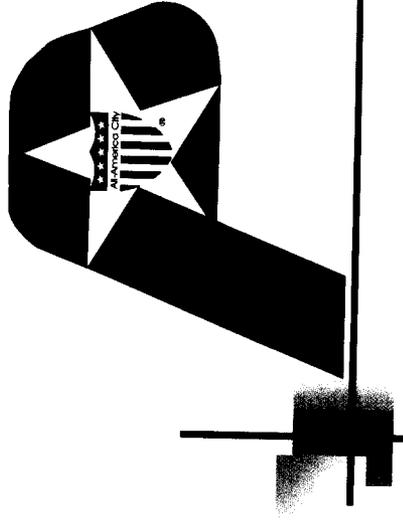
1. Bridge superstructure is susceptible to corrosion, water damage, metal fatigue, and stress caused by vibration.
2. Debris inhibits deck drainage.
3. Standing water promotes deck deterioration.
4. Water and deicers corrode steel reinforcement, causing spalling.
5. Speed, surface roughness, and truck suspension interact to amplify stress.
6. Decay or misalignment of bearings.
7. Surface corrosion.
8. Water movement can scour away soil under foundation.
9. Debris-clogged joint prevents movement necessary to relieve superstructure stresses.
10. Improper drainage causes damage to concrete.
11. Crack in superstructure caused by settling of foundation.

Source: Jana Brenning, *Scientific American*,
March 1993

5/11

"Structurally Deficient"

- **"Structurally deficient" is a technical term used by the Federal Highway Administration to classify and prioritize bridges for federal funding.**
- **Bridges that are unsafe or that present an imminent public danger are closed to the public.**



Plano

- **Every two (2) years TxDOT completes an inspection of all bridges and culverts (over 20 feet in length) in Plano.**
- **There are 52 bridges and 75 box culverts in Plano.**

5/11
K

Bridge Inspection Record

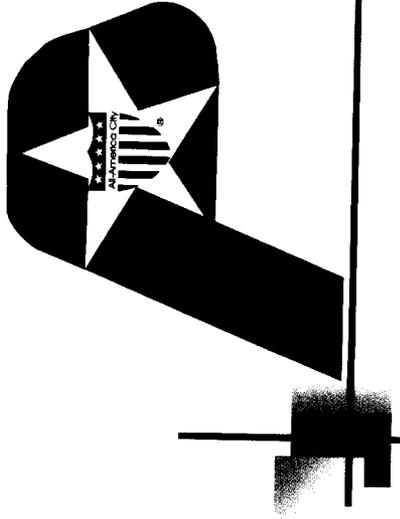
- N Not applicable
- 9 Excellent condition
- 8 Very good condition
- 7 Good condition - some minor problems
- 6 Satisfactory condition - minor deterioration of structural elements (limited)
- 5 Fair condition - minor deterioration of structural elements (extensive)
- 4 Poor condition - deterioration significantly affects structural capacity
- 3 Serious condition - deterioration seriously affects structural capacity
- 2 Critical condition – bridge should be closed until repaired
- 1 Failing condition – bridge closed but repairable
- 0 Failed condition – bridge closed and beyond repair

Elements Inspected Every Two Years

- **Deck** (surface, joints, curbs, railings)
- **Superstructure** (structural members)
- **Substructure** (abutment, foundation)
- **Channel** (banks, bed, aprons, toe walls)
- **Approaches** (embankments, sight distance, guard fence)
- **Miscellaneous** (signs, illumination, warning devices, utilities)

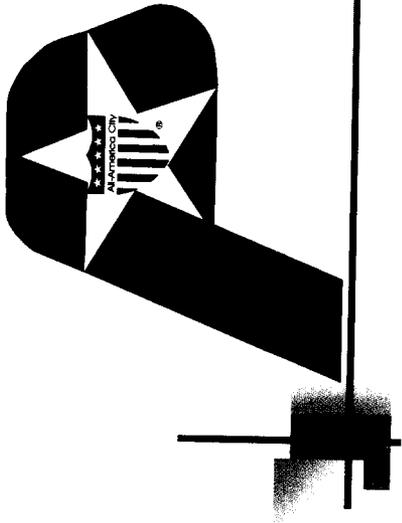
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2/11



Plano

- **Of the 52 bridges inspected in 2005, forty-nine (49) had a rating of 7 or above for all elements.**
- **Three (3) bridges and ten (10) box culverts had a rating of 6 (satisfactory) for an element.**
- **Although the 3 bridges and 10 box culverts were "satisfactory", the City of Plano saw this as an indicator of needed repairs.**



Rehabilitated Culverts

- **Westwood Drive, south of Janwood Drive, over Pittman Creek**
- **Park Blvd., east of Shiloh, over Rowlett Creek**
- **Parker Road, west of Rainier Drive, over Spring Creek**
- **All bridges and culverts with a rating of 6 have been repaired and/or rehabilitated. Plano had none below 6 (satisfactory).**

"Sufficiency Rating"

- **New report issued by TxDOT on August 15, 2007**
- **Confused the issue by implying that "sufficiency rating" and "structurally deficient" were the same.**
- **"Sufficiency rating" is a number calculated for each bridge from numerous variables that evaluate structural adequacy and safety, serviceability and functional obsolescence, and essentiality for public use.**

"Sufficiency Rating"

- Rating values range for 0 (low) to 100 (high).
- For a bridge to qualify for federal Highway Bridge Program funds, the sufficiency rating must be 80 or below and the bridge must be classified as "structurally deficient" or functionally obsolete.
- A "sufficiency rating" does not necessarily mean that the bridge is in need of immediate repair.

"Sufficiency Rating" of Bridges in Collin County

- 8 bridges in Collin County were identified by TxDOT as having "sufficiency ratings" less than 80. Only one was in Plano.
- The Independence Pkwy. culvert over Pittman Creek was mistakenly given a "sufficiency rating" of 70.9.
- This rating was based solely on the assumption that the waterway opening was not adequate.
- Additional information has been given to TxDOT, and the Independence Pkwy. culvert will be taken off the list.

On-System (State-maintained) Bridges in Plano

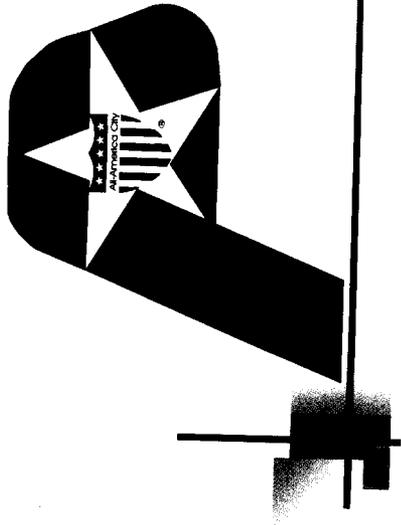
Location Sufficiency Rating

Park Blvd. at U.S. 75	75.2
Plano Pkwy. at U.S. 75	75.6
Preston Rd. at White Rock Creek	77.3
Parker Rd. at U.S. 75	77.8
PGBT Drainage Ditch at Ohio Dr.	78.5
PGBT Connection at U.S. 75	79.0

*** Only those bridges having a sufficiency rating less than 80 are listed above.**

5/11

8/2/11



**"All bridges and culverts
in Plano are structurally
sound." - TxDOT**

- **Traffic safety is the paramount goal of Plano's Public Works Department and Transportation Engineering Department.**
- **In the City of Plano there is not a bridge structure like the one that failed in Minneapolis.**



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MEMORANDUM

DATE: August 31, 2007
TO: Thomas H. Muehlenbeck, City Manager
FROM: James R. Hogan, Executive Director
SUBJECT: Request to Purchase Renewable Energy Credits

The Board of Directors of CAPP (Cities Aggregation Power Project), in which Plano is a member, asked its consultant to evaluate the possibility of CAPP facilitating the purchase or Renewable Energy Credits (RECs) for its membership. On May 9, 2000, the Public Utility Commission of Texas (PUCT) appointed ERCOT as Program Administrator of the Renewable Energy Credits Trading Program

The purpose of the Renewable Energy Credits Trading Program is to ensure that an additional 2,000 megawatts (MW) of generating capacity from renewable energy technologies is installed in Texas by 2009. The CAPP Board feels it is important that the membership have an opportunity to participate in the future of renewable energy.

The City of Plano has made a concerted effort to begin a proactive sustainability program and to find ways to support a diversified electric generation program that fits the vision of that program. The voluntary purchase of RECs helps protect and enhance the Texas environment by ensuring that new renewable energy capacity is built in the most efficient and economical manner. It encourages the development, construction, and operation of renewable energy resources at sites that have the potential for capture and development of resources. The City's purchase of RECs enhances the economic performance of renewable generation and demonstrates demand for renewable energy projects, which will ideally attract additional investment in such projects in Texas.

As electrons flow through the electric grid in Texas any particular generation source can not be traced to the end user. However, RECs make it possible for individual entities to support the expansion of wind-generated energy. When a wind farm generates 1 megawatt-hour of capacity, it produces two things – the actual megawatt hours of energy and one REC. Each is individually marketable; the wind generator can sell the power it produces, as well as the REC. If the REC is sold then the generator registers the REC with ERCOT. These RECs can be purchased from a generator or from traders in the intermediary market.

VIII a

Retail Electric Providers (REPs) are required by law to purchase RECs (a pro-rata share of the statutory goal of renewable energy); others like CAPP cities would do so solely to support and indirectly sponsor renewable energy. This support is the only practical way to contribute towards the State's goal.

With the ongoing sustainability efforts in our organization, staff is recommending that Plano participate in CAPP's program and purchase RECs equivalent to 5% of our current electric demand. Our estimated total annual usage is 57,830,918 kWh; this equates to a one-time payment of \$14,458 for 2,292,000 kWh.

The FY 2007-2008 Budget includes \$10,500,000 for electrical expenses. Funding for this contribution will be blended in that account. With your approval, staff will prepare the necessary council resolution and agenda item for the September 24, 2007 City Council Meeting.

Please let me know if you have questions or need additional information.

VIII b

Discussion/Action Items for Future Council Agendas

2007

October 7 – 10, ICMA Conference, Pittsburgh

October 8

TIF #1 & #2 Boards

Public Hearing: Zoning Case 2007-21 - Request to amend Subsection 2.820 (Corridor Commercial) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and related sections of the Zoning Ordinance pertaining to residential setback requirements of the Corridor Commercial zoning district.

Public Hearing: Zoning Case 2007-23 - Request to rescind Specific Use Permit #35 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 1,837± feet north of Plano Parkway. Zoned Corridor Commercial.

Public Hearing: Zoning Case 2007-24 - Request to rescind Specific Use Permit #37 for Private Club on one lot on 1.2± acres located on the northeast corner of U.S. Highway 75 and Central Parkway. Zoned Corridor Commercial.

Public Hearing: Zoning Case 2007-25 - Request to rescind Specific Use Permit #52 for Private Club on one lot on 1.3± acres located on the east side of U.S. 75, 275± feet north of Central Parkway. Zoned Corridor Commercial.

Public Hearing: Zoning Case 2007-26 - Request to rescind Specific Use Permit #56 for Private Club on one lot on 0.6± acre located on the southwest corner of Custer Road and Parker Road.

Public Hearing: Zoning Case 2007-27 - Request to rescind Specific Use Permit #60 for Private Club on multiple lots on 346.5± acres generally bounded by Parker Road on the north, Tate Avenue and Winding Hollow Lane on the east, King Isle Drive on the west, and State Highway 190 on the south. Zoned Single-Family Residence-9, Planned Development-221-Multifamily Residence-1, Single-Family Residence-7, Planned Development-190-General Office, Planned Development-208-Neighborhood Office, and Planned Development-327-Patio Home with Specific Use Permit #60.

Public Hearing: Zoning Case 2007-28 - Request to rescind Specific Use Permit #63 for Private Club on one lot on 1.6± acres located on the north side of Central Parkway East, 213.2± feet east of U.S. Highway 75.

Public Hearing: Zoning Case 2007-29 - A request for a Specific Use Permit for Private Club on one lot on 0.1± acre located on the east side of Bishop Road, 301± feet north of Lunsford Road. Zoned Planned Development-65-Central Business-1.

IXa

October 22

Youth Advisory Committee
Mobility Report
DART Report
Comprehensive Monthly Financial Report

October 29 – Chamber Joint Meeting, Plano Chamber, 5:30 p.m.

November 1 – District 2 Neighborhood Roundtable, Sockwell Center, 7 p.m.

November 7 – 9, TML Conference, Dallas

November 12

November 13 – 17, NLC Conference, New Orleans

November 22 & 23 – Thanksgiving Holidays

November 27

Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 10

December 18

Mobility Report
DART Report
Comprehensive Monthly Financial Report

December 24 & 25 – Christmas & Winter Holidays

2008

January 1 – New Year's Day

January 14

IX b

January 21 – MLK Holiday

January 28
Mobility Report
DART Report
Comprehensive Monthly Financial Report

February 11

February 25
Mobility Report
DART Report
Comprehensive Monthly Financial Report

***March 4**

March 8 – 12 – NLC Congressional Cities Conference

***March 25**
Mobility Report
DART Report
Comprehensive Monthly Financial Report

April 14

April 28
Mobility Report
DART Report
Comprehensive Monthly Financial Report

May 10 – Election Day

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

May 20 – Canvass Day

IXC

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
September 10, 2007**

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 5:12 p.m., Monday, September 10, 2007, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. 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 Litigation, Section 551.071 and to 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 6:37 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.

Discussion and Direction Rescheduling Certain Council Meetings during 2008

The Council rescheduled the March 10, 2008 meeting to Tuesday, March 4; the March 24, 2008 meeting to Tuesday, March 25; and the May 26, 2008 meeting to Tuesday, May 27.

Council Items for Discussion/Action on Future Agendas

No items were discussed.

Consent and Regular Agendas

Council Member Stahel requested that Consent Agenda Items "C," to approve a Premier Support Service contract in the amount of \$65,010 with Microsoft Corporation; "D," to approve the purchase of Hewlett Packard Servers in the amount of \$61,919 from Hewlett Packard/Brainstorm Networks; and "E," to approve the purchase of Microsoft's Map Point Software to be added to the City's Enterprise Agreement in the amount of \$29,213 from SHI Government Solutions be removed for individual consideration due to possible conflicts of interest.

City Manager Muehlenbeck requested that Regular Agenda Item "5," a resolution to approve revisions to the Policy Statement for Tax Abatement and the Tax Abatement Application of the City remain on the table until the September 24, 2007, Council meeting.

Mayor Pro Tem Magnuson and Council Member Ellerbe requested that Regular Agenda Item "11," an ordinance to repeal Article VI, Historic Landmark Preservation of Chapter 16 of the Code of Ordinance and adopting new and amended provisions for Heritage Resource Preservation be tabled. Mayor Evans requested Council members provide their input to Staff and City Manager Muehlenbeck spoke to bringing the item back at the October 8, 2007, Council meeting.

Council Reports

Council Member Dunlap spoke to attendance at the Information Technology Steering Committee for the National League of Cities (NLC) and discussion of the national broadband deployment strategy. He spoke to presentations from AT&T, Sprint and Verizon regarding options and stated that the committee approved a resolution in opposition to classifying voice-over internet protocol and other internet protocol as an interstate information service and one related to media ownership and municipal policy. He spoke to additional resolutions supporting local franchise authority over video and cable services and another expressing local government support of municipal broadband networks.

Council Member Ellerbe spoke to attendance at the Transportation and Infrastructure Steering Committee of the NLC and discussion of increasing the gas tax, a presentation regarding the possible length of trains and encouraging more funding for rail services. She spoke to the need for funding of roadways and bridges that may be in disrepair. City Manager Muehlenbeck advised that Staff will make a presentation regarding the condition of bridges at the September 24, 2007, Council meeting.

Council Member Johnson spoke to attendance at the Economic Development Steering Committee for NLC and to redevelopment that has occurred in Grand Junction, Colorado (site of the meeting). He spoke to discussion of returning gasoline tax monies to the states where it is collected at a 100% level, discussion of the increased rate of foreclosures and changes in the credit markets. Mr. Johnson spoke to discussion of regional approaches to transportation, water and the arts so that communities come together to solve problems. He spoke to developments in workforce housing and discussion of business incentives.

Council Member Stahel spoke to attendance at Downtown at Sundown in Plano, the level of activity, shops being open later and encouraged attendance at the next event scheduled for the evening of October 13.

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

Pat Evans, Mayor

ATTEST

Diane Zucco, City Secretary

A-3

PLANO CITY COUNCIL
September 10, 2007

COUNCIL MEMBERS

Pat Evans, Mayor
Sally Magnuson, Mayor Pro Tem
Jean Callison, Deputy Mayor Pro Tem
Shep Stahel
Scott Johnson
Loretta L. 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 convened the Council into the Regular Session on Monday, September 10, 2007, at 7:08 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Senior Pastor Bruce Greutz of First Christian Church.

The Pledge of Allegiance was led by Cub Scout Pack 18, Dens 5 & 17 from Saigling Elementary.

SPECIAL RECONGITIONS AND PROCLAMATIONS

Mayor Evans recognized Maria Yienger – Gold Medalist, Texas Amateur Athletic Federation and Hoang-Kim Cung, Miss Texas Junior-Teen and Elizabeth Pospisil, Miss Texas Pre-Teen. Mayor Evans presented proclamations for 2007 – Plano Balloon Festival, Food Safety Awareness Month – 2007 and Join Scouting Night.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

BOARD AND COMMISSION REPORT

Brenda McDonald, Director of Resident & Real Estate Services of the Plano Housing Authority spoke regarding the Self Sufficiency Committee and program, relocation of the Housing Authority allowing enhanced capabilities to provide better service. She spoke to the number of families that have committed to the program through which they become totally self sufficient and free from any and all types of assistance.

R-4

Ms. McDonald spoke to graduates of the program, partnership with the City and benefits provided and identification of other funding sources for non-Plano residents. She spoke to the homeownership program with 42 participants and advised that 24 families have graduated which indicates they are no longer receiving mortgage assistance. Ms. McDonald spoke to celebrating Homeownership Appreciation Month in June and required attendance by candidates in the Plano First Time Home Buyer's Down Payment Assistance Program Workshop. She spoke to the Fall Festival and the Housing Authority being focused on investing in the present to reap dividends in generations to come. Council Member Dunlap spoke to interest in the board expressed by those attending the board/commission receptions.

CONSENT AGENDA

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

Upon the request of Staff, Regular Agenda Item "5" was tabled until the September 24, 2007, Council meeting.

Upon the request of Mayor Pro Tem Magnuson and Council Member Ellerbe, Regular Agenda Item "11" was tabled.

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Callison, 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)]

August 22, 2007 (Joint Council/PISD Meeting)
August 23, 2007 (Special Called Session)
August 23, 2007 (Roundtable)
August 27, 2007

Approval of Expenditures

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

Bid No. 2007-195-B for Median Landscape – 2007 to American Landscape Systems in the amount of \$145,775. The project consists of median landscaping at eight different locations: Plano Parkway – Los Rios Boulevard to 14th Street, Ridgeview Road – Custer Road to Independence Parkway; Plano Parkway – Dallas North Tollway to Park Boulevard; Spring Creek Parkway (Shiloh Road) – Royal Oak Drive to Parker Road; McDermott Road – Custer Road to Coit Road; Midway Road– Parker Road to Spring Creek Parkway; Dominion Parkway – Hedgcoxe Road to Headquarters Drive; and Communications Parkway – Falls Road to Parker Road. [Consent Agenda Item (B)] (See Exhibit "A")

A-5

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 approve the purchase of one John Deere #744J Front End Loader in the amount of \$290,142 from RDO Equipment Company through an existing contract/agreement with H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute all necessary documents. (EM06-07) [Consent Agenda Item (F)]

To approve professional services required for the implementation of LEED EB Certification Program at the Plano Animal Shelter in the amount of \$43,000 from Johnson Controls, Inc., through an existing contract/agreement with TXMAS, and authorizing the City Manager to execute all necessary documents. (TXMAS Contract No. 6-840160). [Consent Agenda Item (G)]

To approve the purchase of Energy Management Systems annual maintenance in the estimated annual amount of \$52,879 from Johnson Controls, Inc. through an existing contract/agreement with TXMAS and authorizing the City Manager to execute all necessary documents. (TXMAS Contract No. 6-840160). This will establish an annual fixed price contract with two optional one-year renewals. [Consent Agenda Item (H)]

To approve the purchase and installation of Energy Management System at the Plano Animal Shelter in the amount of \$69,286 from Johnson Controls, Inc. through an existing contract/agreement with TXMAS, and authorizing the City Manager to execute all necessary documents. (TXMAS Contract No. 6-840160). [Consent Agenda Item (I)]

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 and R-Delta Engineers, Inc., in the amount of \$63,955 for the Screening Wall – 15th Street project, and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (J)]

To approve the terms and conditions of a Professional Services Contract between the City of Plano and Crossroads Family Services in an amount up to \$115,000, wherein Crossroads Family Services will provide services to the Police Department to combat juvenile delinquency and authorizing execution of such agreement by the City Manager, and providing an effective date. [Consent Agenda Item (K)]

To approve and authorize a contract with Newman, Jackson, Bieberstein, Inc. to provide Landscape Architectural Services in conjunction with the Clearview Park renovations in an amount not to exceed \$42,716 and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. [Consent Agenda Item (L)]

A-6

Adoption of Resolutions

Resolution No. 2007-9-1(R): To nominate Roy L. Wilshire for election to the Collin County Central Appraisal District Board of Directors; and providing an effective date. [Consent Agenda Item (M)]

Resolution No. 2007-9-2(R): To adopt the City of Plano Welfare Benefit Plan, delegating amendment authority to the City Manager; and providing an effective date. [Consent Agenda Item (N)]

Resolution No. 2007-9-3(R): To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for an Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by means of a signal light; authorizing the City Manager to execute the Grant Agreement and any other documents necessary to effectuate the action taken; and providing an effective date. [Consent Agenda Item (O)]

Resolution No. 2007-9-4(R): To approve the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Liaison Program: authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (P)]

Adoption of Ordinances

Ordinance No. 2007-9-5: To adopt and enact Supplement Number 79 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date. [Consent Agenda Item (Q)]

END OF CONSENT

Due to possible conflicts of interest, Council Member Stahel stepped down on the following three items, which were considered concurrently.

To approve a Premier Support Service contract in the amount of \$65,010 with Microsoft Corporation through a State of Texas Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-BUSOP-180). [Consent Agenda Item (C)]

To approve the purchase of Hewlett Packard Servers in the amount of \$61,919 from Hewlett Packard/Brainstorm Networks through an existing contract/agreement with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-SDD-223). [Consent Agenda Item (D)]

a-7

To approve the purchase of Microsoft's Map Point Software to be added to the City's Enterprise Agreement in the amount of \$29,213 from SHI Government Solutions through an existing contract/agreement with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents (DIR-SDD-198). [Consent Agenda Item (E)]

Upon a motion made by Council Member Johnson and seconded by Mayor Pro Tem Magnuson, the Council voted 7-0 to approve a Premier Support Service contract in the amount of \$65,010 with Microsoft Corporation; approve the purchase of Hewlett Packard Servers in the amount of \$61,919 from Hewlett Packard/Brainstorm Networks; and approve the purchase of Microsoft's Map Point Software to be added to the City's Enterprise Agreement in the amount of \$29,213 from SHI Government Solutions.

Council Member Stahel resumed his place at the bench.

Ordinance No. 2007-9-6: To approve and adopt the Budget and setting the appropriations for the Fiscal Year beginning October 1, 2007, and terminating September 30, 2008; and providing an effective date. [Regular Agenda Item (1)]

City Manager Muehlenbeck advised the Council that this item sets the operating budget for the next fiscal year including the level of appropriations and transfer of funds as reviewed and adjusted by the City Council.

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Johnson, the Council voted 8-0 to approve and adopt the Budget and setting the appropriations for the Fiscal Year beginning October 1, 2007, and terminating September 30, 2008; and providing an effective date; and further to adopt Ordinance No. 2007-9-6.

Ordinance No. 2007-9-7: To approve and adopt the Community Investment Program and setting the appropriations for 2007-2008; and providing an effective date. [Regular Agenda Item (2)]

City Manager Muehlenbeck advised that projects included in this request have been reviewed by the Council.

Upon a motion made by Council Member Ellerbe and seconded by Council Member Dunlap, the Council voted 8-0 to approve and adopt the Community Investment Program and setting the appropriations for 2007-2008; and providing an effective date; and further to adopt Ordinance No. 2007-9-7.

Ordinance No. 2007-9-8: To approve and adopt the Tax Rate for the Fiscal Year beginning October 1, 2007, and terminating September 30, 2008; and providing an effective date. [Regular Agenda Item (3)]

City Manager Muehlenbeck advised that this item sets the tax rate at 47.35 cents per \$100 of assessed valuation. Mayor Evans spoke to the tax rate being the same as last year and stated that due to increased value of properties, the item must be worded in a specific manner.

A-8

Ordinance No. 2007-9-8 (cont'd)

A motion was made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Callison, that the property taxes be increased by the adopting of a tax rate of 47.35 cents and that this is for the Fiscal Year beginning October 1, 2007 and terminating September 30, 2008; and further to adopt Ordinance No. 2007-9-8. The Council voted 7-1 with Council Member Stahel voting in opposition. The motion carried.

Ordinance No. 2007-9-9: To ratify the Property Tax Revenue increase in the 2007-2008 budget as a result of the City receiving more revenues from property taxes in the 2007-2008 budget than in the previous Fiscal Year; and providing an effective date. [Regular Agenda Item (4)]

City Manager Muehlenbeck spoke to the ordinance being required if more revenue is raised than the previous year. He spoke to the budget raising more total property taxes than last year by \$7,965,972 or 7.37% and stated that of that amount, \$2,689,719 is tax revenue to be raised from new property added to the tax roll this year.

A motion was made by Council Member Ellerbe and seconded by Council Member Johnson, to ratify the Property Tax Revenue increase in the 2007-2008 budget as a result of the City receiving more revenues from property taxes in the 2007-2008 budget than in the previous Fiscal Year; and providing an effective date; and further to adopt Ordinance No. 2007-9-9. The Council voted 7-1 with Council Member Stahel voting in opposition. The motion carried.

A Resolution to approve revisions to the Policy Statement for Tax Abatement and the Tax Abatement Application of the City of Plano; and providing an effective date. Tabled from 8/27/07. [Regular Agenda Item (5)] (This item remained on the table.)

Adoption of City Council Strategic Plan for 2007 – 2022 [Regular Agenda Item (6)]

Executive Director Glasscock spoke to the strategic plan which defines the vision, plan, execution, mission and core beliefs of the Council. He spoke to the vision remaining unchanged: "Plano is a Vibrant, Safe and Sustainable City with Attractive Neighborhoods and Urban Centers, a Vital Economy, a High Degree of Mobility and an Abundance of Educational, Recreational and Cultural Opportunities." Mr. Glasscock spoke to the mission being unchanged: "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."

Mr. Glasscock spoke to the core beliefs remaining the same over the past few years and to the top nine achievements of 2006-07 including economic expansion, "greening" the City, cultural outreach, Legacy Town Center, addressing issues of water, maintaining the financial condition of the City, continuing as a safe city, neighborhood revitalization and leisure opportunities. He spoke to the goals and objectives for 2007-08 being the same as identified in the past and to the policy and management agendas.

A-9

Upon a motion made by Council Member Stahel and seconded by Council Member LaRosiliere, the Council voted 8-0 to adopt the City Council Strategic Plan for 2007-2022.

Public Hearing and adoption of Ordinance No. 2007-9-10 as requested in Zoning Case 2007-15 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 0.4± acre located on the east side of G Avenue, 210± feet south of 15th Street, in the City of Plano, Collin County, Texas, from Downtown Business/Government to Planned Development-197-Downtown Business/ Government; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: RH 15 Condos One, LTD. [Regular Agenda Item (7)]

Director of Planning Jarrell advised the Council that the applicant is seeking to amend zoning on the property to allow for five stories and a maximum seventy-five feet in height. She spoke to plans to construct a condominium building and recommendations that a planned development district not be less than five acres unless establishment is necessary to implement Comprehensive Plan recommendations. Ms. Jarrell spoke to the proposal accommodating an infill property and promoting the mixed-use development concept adopted as part of the Downtown Plano Transit Village Study. She spoke to the additional height allowing the developer to have a reasonable number of units to address market conditions and stated that they would be fee-simple ownership housing and promote a pedestrian mixed-use setting. Ms. Jarrell advised that the Planning and Zoning Commission recommended approval of the request subject to the City Council finding that the establishment of a planned development district is required to implement the Comprehensive Plan and Downtown Plano Study, and subject to: Planned Development-Downtown Business/Government (PD-BG) with the following stipulation: Maximum height for multifamily uses is five story and 75 feet. She responded to the Council that the Zoning Ordinance defines height in terms of the average grade to the tallest point and that the total project is approximately five acres.

Mayor Evans opened the Public Hearing. Steve Merani, representing the applicant, provided the Council an update of sales at 15th Street Village and the demand for larger units, storage space and parking. He spoke to support by neighbors in the area and to the orientation of the building. No one else spoke either for or against the request. The Public Hearing was closed. Council Member Stahel spoke to larger units with more storage and parking being imperative to increased sales.

Upon a motion made by Council Member Stahel and seconded by Council Member Dunlap, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 0.4± acre located on the east side of G Avenue, 210± feet south of 15th Street, in the City of Plano, Collin County, Texas, from Downtown Business/Government to Planned Development-197-Downtown Business/ Government as requested in Zoning Case 2007-15 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2007-9-10.

A-10

Public Hearing and adoption of Ordinance No. 2007-9-11 as requested in Zoning Case 2007-18 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 586 so as to allow the additional use of electrical substation on 3.4± acres of land, located on the east side of Communications Parkway, 900± feet north of Windhaven Parkway in the City of Plano, Collin County, Texas, presently zoned Regional Employment; 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: Oncor Electric Delivery Company. [Regular Agenda Item (8)]

Director of Planning Jarrell advised the Council that this item is a request for the additional use of an electrical substation needed to accommodate growth in the area. She spoke to the substation consisting of various equipment of varying heights, the tallest of which is approximately 46 feet, screening by a masonry wall and landscaping. Ms. Jarrell spoke to the substation being pushed back on the property to increase the distance to the closest residential units and advised that the Planning and Zoning Commission recommended approval as submitted.

Mayor Evans opened the Public Hearing. Dallas Cothrum, representing Oncor Electric Delivery, spoke to growth in the area and to capacity being reached at the Tennyson substation. He spoke to the substation making the City competitive, work with neighborhood groups on the project and development of the landscaping plan. Mr. Cothrum responded to the Council and City Manager regarding coverage in the area and application for a permit within nine months with completion in less than a year. City Manager Muehlenbeck spoke to concerns regarding reliability on the western side of the City with traffic signals being affected. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Callison, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 586 so as to allow the additional use of electrical substation on 3.4± acres of land, located on the east side of Communications Parkway, 900± feet north of Windhaven Parkway in the City of Plano, Collin County, Texas, presently zoned Regional Employment as requested in Zoning Case 2007-18 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2007-9-11.

Public Hearing and adoption of Ordinance No. 2007-9-12 as requested in Zoning Case 2007-19 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 7.1± acres, located on the northeast corner of Parker Road and Willow Bend Drive in the City of Plano, Collin County, Texas, from Estate Development to Single-Family Residence-20; 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: Congregation Anshai Torah. [Regular Agenda Item (8)]

A-11

Ordinance No. 2007-9-12 (cont'd)

Director of Planning Jarrell advised the Council that the applicant is requesting a zoning change to accommodate planned expansion of the religious facility and allow for a lesser front yard setback from both Parker Road and Willow Bend Drive. She spoke to the original request for Single-Family Residence-9 (SF-9) zoning and the Planning and Zoning Commission's recommendation for approval as a Single-Family Residence-20 zoning district. Ms. Jarrell advised that the applicant is in agreement with the recommendation and spoke to consistency of zoning in the area. She responded to Council Member Stahel stating that the primary reason for the request is to change the setback and expand the facility.

Mayor Evans stepped down from the bench due to a possible conflict of interest.

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

Upon a motion made by Council Member Stahel and seconded by Council Member LaRosiliere the Council voted 7-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 7.1± acres, located on the northeast corner of Parker Road and Willow Bend Drive in the City of Plano, Collin County, Texas, from Estate Development to Single-Family Residence-20 as requested in Zoning Case 2007-19 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2007-9-12.

Mayor Evans resumed her place at the bench

Public Hearing and consideration as requested in Zoning Case 2007-11 to establish appropriate zoning for 7.7+ acres located on the southeast side of Country Club Drive, across El Santo Road, 1,600+ feet east of Los Rios Boulevard. The potential zoning may be Patio Home (PH), Single-Family Residence-6 (SF-6), Single-Family Residence-7 (SF-7), Single-Family Residence-9 (SF-9), Single-Family Residence-20 (SF-20), or Estate District (ED) residential zoning. Zoned General Office with Specific Use Permit #13 for Country Club and Private Club. Public Hearing continued on 6/25/07. Applicant: City of Plano. [Regular Agenda Item (10)]

Director of Planning Jarrell advised the Council that this zoning case was initiated by the Planning and Zoning Commission to establish appropriate zoning for the Los Rios Country Club clubhouse property and does not include the golf course. She spoke to the Commission's recommendation that the property be rezoned to Single-Family Residence-9 (SF-9) and to the adequacy of public notice. Ms. Jarrell advised that the Staff republished the notice to include patio home zoning as an alternative and provided a history of the property which is currently zoned Office-2 (O-2). She stated that this case would not affect the Specific Use Permit for a Private Club, that the Future Land Use Plan designates the property appropriate for residential zoning and spoke to other zoning in the area along with topography.

A-12

Zoning Case 2007-11 (cont'd)

Ms. Jarrell responded to the Council stating that the outlet as presently configured would not allow for two streets and that if designed as a cul-de-sac it would comply with the Subdivision Ordinance. She further stated that a development proposal has not been received at this time and that most of the golf course is located within the 100-year floodplain. Development Review Manager Elgin spoke to the challenges of reclamation. Council Member Dunlap spoke to the potential for relocating the clubhouse. Ms. Jarrell advised that there is no need to change the zoning at this time, but that the current designation is an anomaly at this location. She responded to Council Member Dunlap that O-2 would allow for daycare centers or senior living facilities and to Council Member Stahel that three acres would be available if the club wanted to develop and keep the clubhouse, tennis and parking.

Council Member Johnson spoke to the lack of an alternate location for the clubhouse. Ms. Jarrell spoke to the need for an operations building for the golf course should the clubhouse be razed and a proposal in 2006 by the property owner to rezone four acres of the clubhouse property to allow for townhouse development.

Mayor Evans opened the Public Hearing. Thurman R. Jones, representing the Los Rios Neighborhood Association, spoke to the country club's intentions to sell the property, stated concern that they have not met with area homeowners and requested the Council consider SF-9 zoning. Chuck Holley, representing the Los Rios Homeowners Association, spoke regarding prior sale and repurchase of the property, the inability of residents to meet with the country club owners, and the zoning of lots adjacent to golf courses in other areas of the City. He responded to Council Member Ellerbe stating that SF-9 is an appropriate zoning and spoke to patio homes not being representative of the neighborhood. Ms. Ellerbe spoke to the property being undevelopable as SF-9. Mr. Holley responded to Council Member Dunlap stating that if the zoning were to remain the same and something inappropriate were requested, the neighborhood would oppose the development. He spoke to the country club repeatedly declining to meet with area residents.

Susie Krejci, citizen of the City, spoke to protecting the neighborhood, stated that Single-Family Attached (SF-A) zoning would hurt property values and increase traffic. She spoke to the owner refusing to work with the neighborhood and requested SF-9 or SF-7 zoning. Guy Walker, citizen of the City, spoke regarding problems associated with relocating the clubhouse, odors in the area of the waste treatment facilities and to building homes similar to those already in place. Tim Eckert, citizen of the City, spoke to the "greening" of Plano and not looking for areas to pave over. Cathy Putman, citizen of the City, stated concern regarding accessibility for emergency vehicles and Council Member Ellerbe spoke to review of plans by the Fire Department. John Putman, citizen of the City and member of the Los Rios Country Club, spoke to flooding on the course during rains and stated support for the Commission's recommendation. He responded to the Council that membership is at 250-300 with capacity at 450 and spoke to the loss of members as other courses opened. Mr. Putman spoke regarding public play and member play and use of the pool/tennis courts, and dining rooms. No one else spoke either for or against the request. The Public Hearing was closed.

A-13

Ms. Jarrell advised the Council that the country club owner has submitted a letter in opposition to a zoning change so that any action taken to rezone the property would require a three-quarter vote of the Council for approval. Council Member Dunlap stated concern that zoning for residential without a plan leaves open the potential for tear down and vacancy. He stated concern regarding the unresponsiveness of the country club, spoke to O-2 offering some opportunities for development that would be complimentary to the neighborhood and to the lack of economic value in SF-9 zoning. Mr. Dunlap spoke to situations where less desirable development takes place in areas where zoning is not revised. Council Member Johnson spoke to development or sale of the property being the owner's decision and that it can remain as a country club if rezoned. Council Member Ellerbe stated disappointment that there was no communication by the club owners and concern that SF-9 zoning would be undevelopable. Council Member LaRosiliere stated disappointment at the lack of dialogue and spoke regarding considering the density of the area and pricing of homes and to a zoning of SF-6 or SF-7. Mayor Evans spoke to SF-7 giving the opportunity for development and being consistent with the surrounding zoning.

Upon a motion made by Council Member Dunlap and seconded by Council Member Stahel, the Council voted 8-0 to establish Single-Family Residence-7 zoning for 7.7+ acres located on the southeast side of Country Club Drive, across El Santo Road, 1,600+ feet east of Los Rios Boulevard for Zoning Case 2007-11. (An ordinance adopting the zoning will come forward at a future meeting.)

An Ordinance to repeal City of Plano Ordinance Nos. 98-2-26, and 98-8-35, codified as Article VI, Historic Landmark Preservation, of Chapter 16 of the Code of Ordinances of the City of Plano; and adopting new and amended provisions for Heritage Resource Preservation for the City. Pulled and held on 8/13/2007 and tabled on 8/27/2007. [Regular Agenda Item (11)] (Item remained on the table.)

There being no further discussion, Mayor Evans adjourned the meeting at 9:31 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

Q-14



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 09/10/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan L. Upchurch		<i>[Signature]</i>	8/31/07	
Dept Signature:	<i>[Signature]</i>		Executive Director	<i>[Signature]</i>	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	City Manager	8/31/07	
				Project No. 5832	

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

CAPTION

Award/Rejection of Bid Proposal for Best Value Bid No. 2007-195-B for Median Landscape – 2007 to American Landscape Systems in the amount of \$145,775.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	250,000	0	250,000
Encumbered/Expended Amount	0	-959	0	-959
This Item	0	-145,775	0	-145,775
BALANCE	0	103,266	0	103,266

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the Re-Estimated 2006-07 Street Improvement CIP. This item, in the amount of \$145,775, will leave a current year balance of \$103,226 for the Median Landscaping 2007 project.

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

SUMMARY OF ITEM

Staff recommends the bid of American Landscape Systems, in the amount of \$145,775.00, be accepted as the best value bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is C. Greenscaping, L.P., in the amount of \$149,496.60.

Engineer's estimate was \$200,000.00.

The project consists of median landscaping at eight different locations: Plano Parkway - Los Rios to 14th; Ridgeview – Custer to Independence; Plano Parkway – Dallas North Tollway to Park; Spring Creek Parkway (Shiloh Road) – Royal Oak Drive to Parker Road; McDermott – Custer to Coit; Midway – Parker to Spring Creek Parkway; Dominion Parkway – Hedgcoxe to Headquarters; and Communications – Falls to Parker.

Funding is available from the Street Improvement Community Investment Program.

List of Supporting Documents: Bid Summary Location Map	Other Departments, Boards, Commissions or Agencies N/A
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R-14a b1

**PLANO CITY COUNCIL
PLANNING AND ZONING COMMISSION
RETREAT
September 11, 2007**

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

PLANNING & ZONING COMMISSION MEMBERS

Carolyn Kalchthaler, Chair
Maggie Armstrong
Michael Coleman
James Duggan
Jim Norton
Craig Perry
Janet Stovall
Laura Williamson

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

The meeting was called to order following lunch on Tuesday, September 11, 2007 at 12:45 p.m. at Plano Station, 1012 E. 16th Street, Suite 105. All Council Members were present. Deputy Mayor Pro Tem Callison arrived at 12:52 p.m. and Mayor Pro Tem Magnuson arrived at 1:19 p.m. All Planning and Zoning Commissioners were present.

Director of Planning Jarrell advised the group that discussion during the session would be focused on local issues.

Group Discussion of Planning Issues and Potential Development in the Parker Road DART Station area and along the K Avenue Corridor south to the Bush Turnpike DART Station

Long Range Planning Manager Zimmerman provided a chronology of the Parker Road Station area including a special study initiated in 1998 focused on a pedestrian-oriented layout. He advised that the attention of major developers remained along U.S. 75 and spoke to a follow-up plan in 2002 as an overlay to permit dense, compact mixed-use which was denied based on the lack of a specific development plan and concerns regarding additional residential units. Mr. Zimmerman spoke to the costs related to converting DART surface parking to structure negating specific development efforts. He spoke regarding the ownership of tracts in the area and regarding property south of Park Boulevard which may represent an opportunity for residential development.

A-15

Mr. Zimmerman spoke to "End-of-the-Line" issues including there being no timeframe for a northerly extension, DART continuing to expand surface parking, limited examples of successful end-of-the-line transit-oriented districts and the surrounding roadways remaining the focus of development. He spoke to the near-term focus on managing the parking and accessibility to the station, acquiring and consolidating properties, considering a rezoning of the station area to promote development compatible with long-term goals and considering rezoning the area south of Park Boulevard.

Mr. Zimmerman responded to the Council and Commission stating that property immediately adjacent to U.S. 75 would continue as Corridor Commercial even following transit-oriented development near the station. Mayor Evans spoke to creating an area wide enough for a successful project and Mr. Zimmerman spoke to growth of transit development incrementally, even reaching to K. Avenue. Mr. Norton spoke regarding ownership of vacant properties along K Avenue.

Development Review Manager Elgin spoke regarding the wide variety of uses along the K Avenue Corridor including industrial, service and storage, automotive, residential office and retail. He advised regarding issues including the fact that K Avenue is a Commercial Corridor with no direct access to a regional corridor and aesthetics including shallow lot depth and narrow rights-of-way. Mr. Elgin spoke to early development predating landscaping standards and advised that since 2003 there has been installation of entry features, renovation of properties, new construction and improved landscaping. He spoke to the City's role in streetscape improvement including widening of sidewalks and adding street trees and/or street lighting.

Ms. Kalchthaler spoke to developing a theme for the downtown area and Mr. Elgin spoke to concentrating on that location. Ms. Stovall spoke to the possibility of land owners south of Park Boulevard working together on a comprehensive plan. Mayor Evans spoke to contacting the management of large retail centers to determine interest in exchanging pavement for trees. Council Member Stahel spoke to the businesses in the centers not requiring such a high level of parking and to possible trade-offs. City Manager Muehlenbeck advised that Staff would contact owners to determine their interest level. Mr. Elgin advised that there may have been changes in traffic counts since the narrowing of K Avenue.

Ms. Jarrell responded to questions regarding charging for parking along the Parker Road tract, advising that the City has looked at interim uses which could be redeveloped at a later time. Executive Director Turner spoke to DART expanding parking on the "Payless" property and stated that the City is discussing options on its property. He advised that the optimum opportunity for true urban development may not occur until the rail line is extended north to reduce demand at the Parker Road station.

A-16

Ms. Jarrell spoke regarding the Brownfields Stewardship Fund/10th Street Industries properties advising that there has been interest in redevelopment. She spoke to the location being a natural site for a future rail station except that it is in close proximity to other stations. Ms. Jarrell further advised that DART staff has indicated that the mode of train service on the Cottonbelt line has not been determined and spoke to consideration of an access point so that traffic does not affect the Douglass Community. Ms. Jarrell spoke to plans for a hike and bike trail linking the Parker Road and George Bush Turnpike stations. She stated that the site offers opportunity for redevelopment and that the City should act as facilitator, not initiator of projects.

Council Member Dunlap spoke to Plano having a position statement with regard to priorities for DART expansion including: Plano's priorities for DART northward; Plano's priorities for development around the DART station; Plano's position on the east/west development of DART rail; and the scale of planning for the area. Ms. Kalchthaler spoke to the use of incentives and Ms. Jarrell spoke to the development of downtown emphasizing protection of single family housing and looking for opportunities to add more housing and additional residents to support retail and restaurants. Council Member Stahel spoke to mixed-use in the area and the use of incentives.

Ms. Jarrell advised that development will begin closest to the rail line and that K Avenue represents a physical and psychological barrier.

The group took a brief recess at 2:13 p.m. and reconvened at 2:35 p.m.

Group Discussion of the Appropriate Boundaries for and Allowed Uses in the Research Technology Zoning District, which is located in the general area south of 14th Street to the southern City limits and east of Jupiter Road to Rowlett Creek

Senior Planner Perry spoke to issues in the Research Technology (R/T) district including the level of restaurants and retail uses and the appropriateness of its boundaries. She reviewed the purpose of the district to create a low-density employment center and advised regarding current occupancy and rental rates. Ms. Perry reviewed development in the district along with challenges and opportunities to match the amenities and services to the needs of a daytime population and to address vacant/underused properties and evolving market conditions.

Ms. Perry reviewed the locations of restaurants in the area and the options including allowing restaurants without a 10% restriction, rezoning specific locations for retail, or considering retail rezoning requests on an individual basis. She spoke to the Commission's proposal to consider individual requests from property owners for zoning that included restaurant/retail uses if the properties include frontage on the George Bush Turnpike or Renner Road and support the district's primary purpose. Mr. Zimmerman responded to the group regarding the floodplain in the eastern portion of the district and the number of lots with limited access. Ms. Perry spoke to the limited options allowed in R/T zoning when property owners are looking to sell and Mr. Norton spoke to issues related to the gun range.

Mr. Zimmerman spoke to developing a starting point for identifying uses, possibly a planned development. He spoke to rezoning the area east of Los Rios Boulevard and north of the railroad tracks to Light Commercial or Light Industrial and the area east of Los Rios Boulevard and south of Plano Parkway for residential uses.

A-17

Ms. Perry spoke to consideration of uses along George Bush Turnpike and Renner Road only when proposed by a property owner and responded regarding the definition of a restaurant. Mayor Evans spoke to information from the Economic Development Board that there is a need for restaurants in the area. Ms. Perry spoke to making sure that development does not interfere with the R/T district and Mr. Zimmerman spoke to there being eight or nine retail/restaurant sites possible at the location.

Ms. Jarrell spoke to being cautious in mixed-use development, and Ms. Stovall stated concern in opening up residential zoning in the entire district. Council Member Stahel spoke to minimizing the residential component of mixed use and Ms. Kalchthaler spoke to starting a conversation on criteria but not initiating rezoning. Ms. Perry restated the group's consensus to establish criteria and remain flexible and to looking at the previous planned development (PD) proposal as a starting point.

Ms. Williamson requested clarification regarding use of a PD and Deputy Mayor Pro Tem Callison spoke to not implementing Light Industrial zoning and Council Member Stahel urged caution regarding what uses are allowed under a PD.

The group took a brief recess at 3:30 p.m. and reconvened at 3:47 p.m.

Group Discussion of Planning and Development Issues Related to the Update of the Land Use and Transportation Elements of the Comprehensive Plan

Senior Planner Sims spoke to updates of the Economic Development, Land Use, and Transportation elements of the Comprehensive Plan. He provided a recap of discussion during the 2006 retreat and spoke to issues that carry over including population growth and future economic development opportunities. Mr. Sims spoke to regional growth having an impact on local conditions, trends, capacity of the transportation system and balancing the demand for residential and future economic development. He reviewed data on growth projects, advising that there is the potential for 30,000 additional residents in the City.

Mr. Sims spoke to considering changing land use to allow for residential development, increasing the density of single family development, and consideration of urban centers. He spoke to the benefits of a larger population including increased housing opportunities, additional residents to support retail businesses, more efficient use of infrastructure and economic incentives to support redevelopment. Mr. Sims spoke to addressing the job/housing imbalance, creation of mixed-use urban centers and drawbacks including the increase in traffic, upgrades needed to sanitary sewer lines and impact on schools.

Mr. Sims spoke to conditions should the growth not be accommodated including: unmet housing demands, inflated housing values, decreased supply of affordable housing, increased urban sprawl in the region with longer commutes and the difficulty in attracting the workforce required for businesses in the City. He spoke to the over abundance of land zoned for office/retail, the Tri-City Retail Study, the demand for more housing and reviewed undeveloped land in the City.

A-18

Mr. Sims advised the group regarding recent concerns raised related to the amount of office zoning in the City based on the amount available for leases. City Manager Muehlenbeck stated concern regarding residential zoning along S.H. 121 and spoke to residents who would trade in other cities. Ms. Williamson stated concern grouping Office zoning with Retail and Mr. Elgin spoke to the number of religious developments being a possible indicator of the softening of the office market. Mr. Sims spoke to retaining high density at the DART station, Collin Creek Mall and Legacy Town Center. Ms. Jarrell spoke to the potential for residential development at Park Boulevard and Preston Road.

Mayor Evans spoke to removing Office zoning from the calculation and to the need for quality Office developments to continue economic development. Executive Director Turner spoke to the level of vacant land in the City. Ms. Jarrell spoke to the major corridors and the Legacy area and to interest in single family zoning in that area in the future as available land becomes scarce. She spoke to planning ahead and to residential supporting retail and to balancing opportunities. Ms. Jarrell spoke to maintaining workforce housing, incentives for individuals to reinvest in their homes and new housing in older neighborhoods. Council Member Ellerbe spoke to the needs of “empty nesters” and retirees. Ms. Jarrell spoke to being selective in considering mixed-use development and Mr. Turner spoke to uses that are integrated and support one another. Mr. Sims spoke to setting aside as much land as possible for economic development of non-residential uses and Mr. Turner spoke to consideration of major corridors and specific sites for infill.

Nothing further was discussed. The meeting was adjourned at 4:36 p.m.

Pat Evans, MAYOR

Diane Zucco, CITY SECRETARY

Q-19

**PLANO CITY COUNCIL
SPECIAL CALLED WORKSESSION
September 14, 2007**

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 5:00 p.m., Friday, September 14, 2007, in the Council Chambers of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Deputy Mayor Pro Tem Callison.

Ordinance 2007-9-13 to amend Sections 15-3 Prohibited Activities and 15-4 Activities Allowed with a Permit or Facility Use Agreement of Article 1, Chapter 15 Parks and Recreation of the Code of Ordinances of the City of Plano; providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date.

City Attorney Wetherbee spoke to the Parks and Recreation Department allocating uses to facilities that may be reserved and the conflict between those areas and public use and advised that the proposed amendments are designed to address these areas. She spoke to clarifying when people can/cannot enter areas of the park that may have scheduled activities in allocated areas. Ms. Wetherbee spoke to the right to the erection or placement of signs and temporary signs being allowed only on reserved facilities with the Director of Parks retaining the right to decide where they are located to preserve public safety. She spoke to tournaments where there is continuous use of a field and that temporary signs would only be permitted during tournament play. Ms. Wetherbee stated that rather than prohibiting distribution of literature without a permit it will now be limited to commercial/business activities who will need to acquire a permit and not to non-commercial solicitation or distribution of literature. Ms. Wetherbee spoke to making the ordinance consistent with regard to sound amplification and spoke to various other rules/regulations established by the Parks Department that have not been codified but where action may be taken to prohibit the conduct.

A-20

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Stahel, the Council voted 7-0 to amend Sections 15-3 Prohibited Activities and 15-4 Activities Allowed with a Permit or Facility Use Agreement of Article 1, Chapter 15 Parks and Recreation of the Code of Ordinances of the City of Plano with revision to Page 3; providing a repealer clause, a severability clause, a penalty clause, a publication clause and an effective date; and further to adopt Ordinance 2007-9-13.

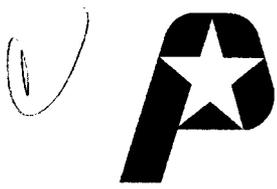
Nothing further was discussed. Mayor Evans adjourned the meeting at 5:05 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

A-21



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/24/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 9/17/07	
Agenda Coordinator (include phone #):		Dianna Wike Ext. 7549			

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No 2007-193-B for Police and Courts Building Roof Replacement project to K Post Company., in the amount of \$263,715.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	306,000	65,000	371,000
Encumbered/Expended Amount	0	-25,472	0	-25,472
This Item	0	-263,715	0	-263,715
BALANCE	0	16,813	65,000	81,813

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the Re-Estimate 2006-07 Capital Reserve Budget. This item, in the amount of \$263,715, will leave a current year balance of \$16,813 for the Police Central project.

STRATEGIC PLAN GOAL: Roof replacement relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Staff recommends bid of K Post Company in the amount of \$263,715.00 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This is for the purchase of Police and Courts Building Roof Replacement Project.

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

CITY OF PLANO

BID NO. 2007-193-B POLICE AND COURTS BUILDING ROOF REPLACEMENT PROJECT

BID RECAP

Bid opening Date/Time: August 29, 2007 @ 3:30pm

Number of Vendors Notified: 503

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 5

K Post Company
A A Applicators, Inc.
Supreme Systems, Inc.
Atlantis Industrial Systems, Inc.
Atlantis Services

Bids Withdrawn 2

Atlantis Industrial Systems, Inc.
Atlantis Services

Recommended Vendor(s):

K Post Company \$263,715.00

Dianna Wike

September 17, 2007

Dianna Wike, Buyer

Date

MEMORANDUM

DATE: September 12, 2007
TO: Dianna Wike, Senior Buyer
FROM: Richard Medlen, Facilities Maintenance Superintendent
SUBJECT: Bid No. 2007-193-B – Police and Courts Building Roof Replacement

I have reviewed the bids submitted for the roof replacement at the Police and Courts Building. I recommend the bid be awarded to K-Post Company, the apparent lowest responsive responsible bidder, which also meets bid specifications, in the amount of \$263,715.00 for the base bid.

The funding for the project is in Capital Reserve Account No. 54458 Police Central. Please contact me if you have any questions.

/ap

xc: Steve Drennan, Conley Group, Inc.
Bill Morris, Facilities Manager
Travis Tadlock, Facilities Construction Coordinator
Bob Kolodziej, Mechanical Operations Supervisor
Diane Palmer, Purchasing Manager
Melody Morgan, CIP Budget Coordinator



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/24/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Mike Ryan</i>	City Manager	<i>MA</i>	<i>9/17/07</i>	
Agenda Coordinator (include phone #)	Sharron Mason, Ext. 7247				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Proposal No. 2007-164-C for RFP for Group Medicare Supplement Plan to United Retiree Solutions.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> 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	0	0	0
BALANCE		0	0	0	0
FUND(S): Health Claim Fund					
COMMENTS: This item will shift claims and administration costs from self insured to a fully insured product while providing a higher level of benefit for the retiree.					
STRATEGIC PLAN GOAL: Insurance for retirees relates to the City's Goal of Service Excellence.					
SUMMARY OF ITEM					
ANNUAL CONTRACT WITH RENEWALS					
Human Resource Staff recommends proposal of United Retiree Solutions be accepted as the best value proposal conditioned upon timely execution of any necessary contract documents. The Group Medicare Supplement Plan will go into effect on January 1, 2008 The plan will be a fully insured Group Medicare Supplement Plan with two (2) options available to the retiree; a high benefit and lower benefit option in combination with a fully insured Part D prescription drug program; and (B) a fully insured Group Medicare Advantage Plan that includes a Part D prescription drug program . The term of this contract will be for one (1) year with three (3) City optional one (1) year renewals, subject to funding and approval by City Management.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memorandum and Proposal Recap					



August 20, 2007

To: Mike Ryan, Purchasing

From: Darlene McAndrew, Human Resources

Re: RFP 2007-164-C

An RFP was released seeking Medicare Supplement and Medicare Advantage plans for our age 65 and older retiree population. A committee was developed to review the bids. The committee was comprised of LaShon Ross, HR Director; Sydney Covey, Compensation & Benefits Manager; Anne Difiore, Consultant with the Hay Group and Darlene McAndrew, Retirement Specialist.

The "kick-off" meeting took place on July 6, 2007. Four bids were provided to the committee, 2 from Humana, 1 from Unicare and 1 from United Retiree Solutions. Each committee member completed their individual matrix which was submitted to Sharron Mason.

The committee members met with Sharron and you on July 25, 2007 for the total weighted score. United Retiree Solutions total weighted score far outweighed the other vendors. The committee members did discuss the various aspects of the bids provided (whether or not they met the specifications; completeness or lack thereof, and the fact that one vendor actually photocopied what appeared to be an enrollment packet for an individual and submitted that as their document). The committee unanimously agreed to move forward with United Retiree Solutions.

On August 17, 2007 the complete 2008 Health Benefits Package was presented to the City Manager and Executive Directors for review and approval. The City Manager gave approval to move forward with United Retiree Solutions effective January 1, 2008.

CITY OF PLANO

BID NO. 2007-164-C

RFP for GROUP MEDICARE SUPPLEMENT PLAN

PROPOSAL TABULATION CORRECTED PROPOSAL TABULATION 9/18/07

Proposal opening Date/Time: June 18, 2007

Total Weighted Score

United Retiree Solutions	3.0625
Humana (Dallas, TX)	1.5625
UniCare	1.5
Humana (Metairie, LA)	0.6875

Based on Total Weighted Technical Score award recommendation to: United Retiree Solutions

“PROPOSAL 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

C-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/24/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell	Executive Director			
Dept Signature:	<i>Don Wendell</i>	City Manager			
Agenda Coordinator (include phone #): Susan Berger (7255)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/rejection of Bid/Proposal for Bid No. 2007-206-B and Conditional Acceptance of lowest responsible Bid/Proposal for the Memorial Park Improvements - Veterans' Memorial to Cole Construction, Inc. in the amount of \$1,612,787.00.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	323,699	2,226,000	1,650,000	4,199,699	
Encumbered/Expended Amount	-323,699	-951,724	0	-1,275,423	
This Item	0	-1,612,787	0	-1,612,787	
BALANCE	0	-338,511	1,650,000	1,311,489	
FUND(S): PARK IMPROVEMENT CIP					
COMMENTS: Funds are included in the Re-Estimated 2006-07 Park Improvement CIP for the Memorial Park and Park Improvements projects. This item, in the amount of \$1,612,787, will be encumbered in the current fiscal year and carry forward into the cash allocations of 2007-08. STRATEGIC PLAN GOAL: Memorial Park construction relates to the City's Goal of "Premier City in Which to Live."					
SUMMARY OF ITEM					
Staff recommends that the bid received from Cole Construction, Inc. in the amount of \$1,612,787.00, which includes the base bid of \$1,517,787.00, Alternate 1 in the amount of \$25,000.00 and Alternate 2 in the amount of \$70,000.00, be accepted as the lowest responsible bid. The base bid is for construction of a Veterans' Memorial in Memorial Park including brick masonry walls with piers, wrought iron rails, concrete pavement, trail improvements, landscaping and irrigation. Alternate 1 is to replace the brick with Leuters stone. Alternate 2 is for the addition of a restroom. The bid also includes the installation of artwork that will be provided by others. In the event Cole Construction, Inc. fails to execute contract documents, staff recommends award of contract to the second low bidder, The Fain Group, Inc., in the amount of \$1,700,256.00 which includes the base bid of \$1,416,704.00, alternate 1 in the amount of \$177,778.00 and alternate 2 in the amount of \$105,774.00.					



CITY OF PLANO COUNCIL AGENDA ITEM

The bid is within the consultant's estimate of \$1,760,000.

References for both Cole Construction, Inc. and The Fain Group, Inc. are acceptable.

List of Supporting Documents:

Location Map

Bid Tabulation

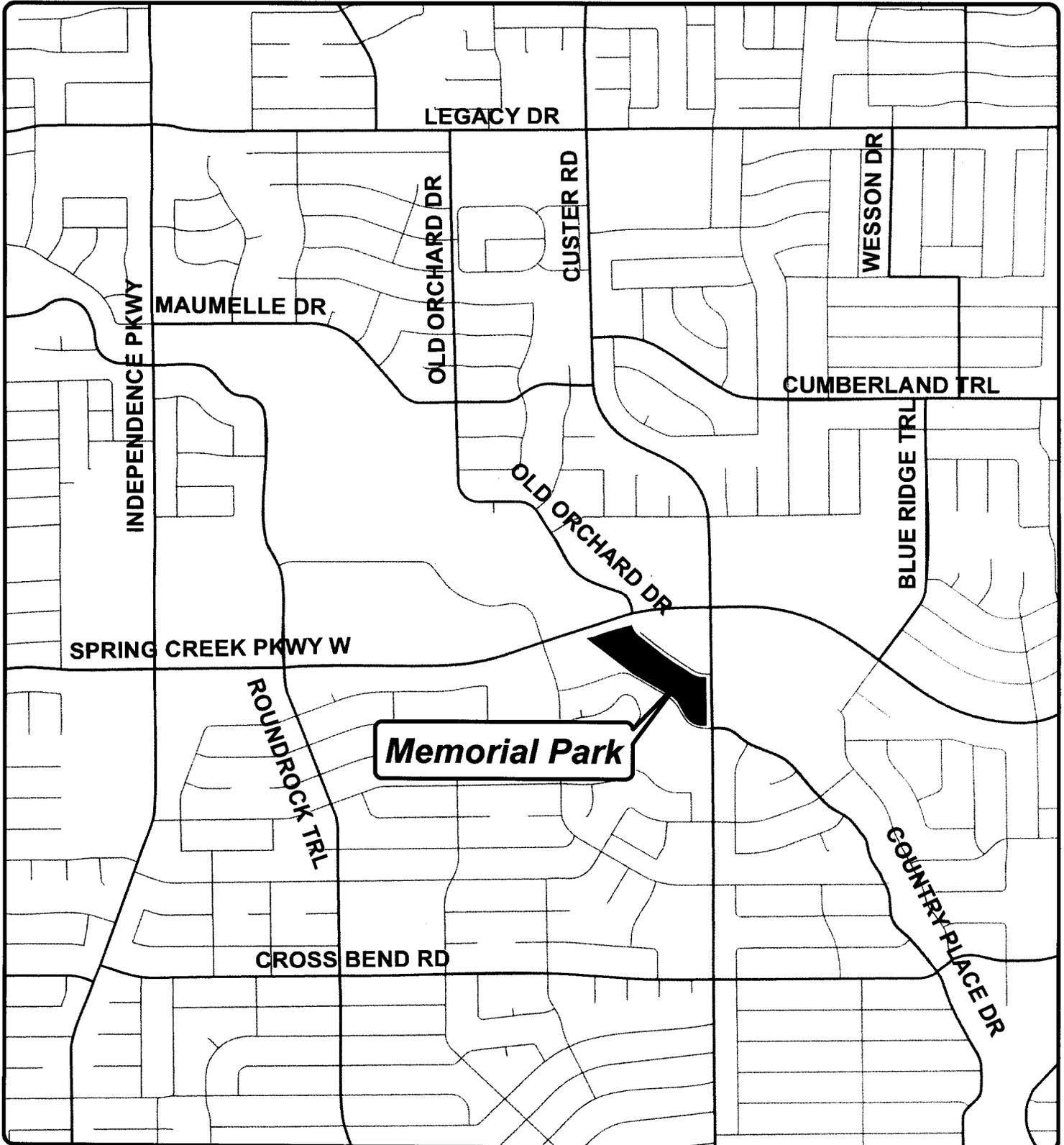
Other Departments, Boards, Commissions or Agencies

d-2

Location Map Memorial Park



0.25 0.125 0 0.25 Miles





CITY OF PLANO COUNCIL AGENDA ITEM

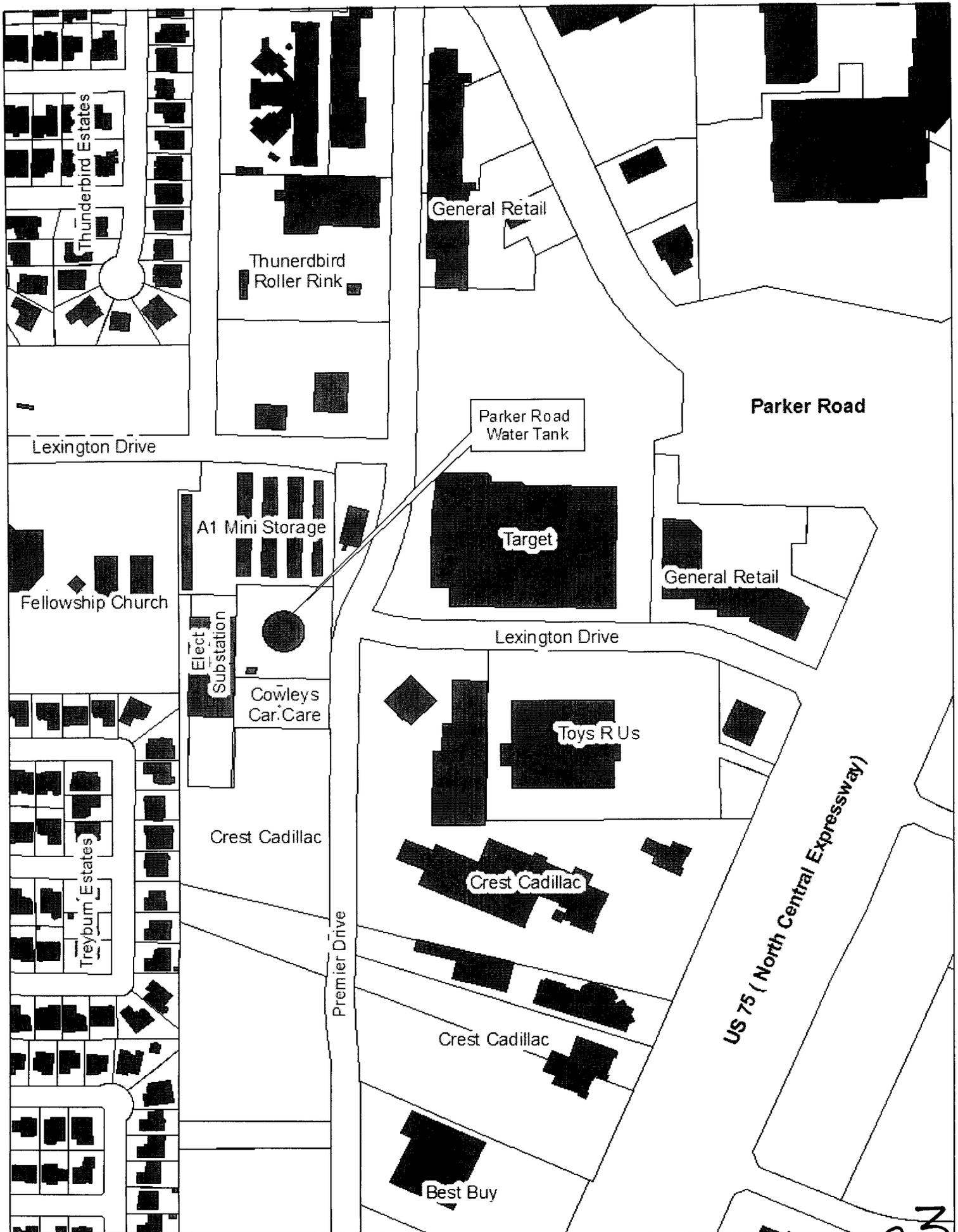
CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/24/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	9/12/07	
Dept Signature:	<i>Alan L. Upchurch</i>	City Manager	9/17/07	
Agenda Coordinator (include phone #):	Irene Pegues (7198)		Project No. 5574	
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award of Bid for Bid No. 2007-204-B for repainting of Parker Road Elevated Storage Tank to M.K. Painting, Inc., in the amount of \$390,000.00.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,033	69,000	800,000	871,033
Encumbered/Expended Amount	-2,033	-41,157	0	-43,190
This Item	0	-390,000	0	-390,000
BALANCE	0	-362,157	800,000	437,843
FUND(S): WATER CIP				
COMMENTS: Funds are included in the Re-Estimated 2006-07 Water CIP for the Parker Road Elevated Tank Repaint project. This item, in the amount of \$390,000, will be encumbered in the current year and carry forward into the cash allocations of 2007-08.				
STRATEGIC PLAN GOAL: Elevated storage tank repainting relates to the City's Goals of Livable and Sustainable Community.				
SUMMARY OF ITEM				
Staff recommends bid of M.K. Painting, Inc., in the amount of \$390,000.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The second vendor being recommended is Tank Pro, Inc., in the amount of \$437,265.00.				
Engineer's estimate was \$700,000.00.				
The project consists of painting the interior and exterior of the Parker Road Elevated Storage Tank, along with miscellaneous minor safety repairs.				
The funding is available from the Water Community Investment Program.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

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BID SUMMARY

August 31, 2007 3:00 pm
Purchasing Room 3Rd Floor City Hall
Parker Road Elevated Storage Tank Repaint
CIP PROJECT NO. 5574
BID No. 2007-204-B

<u>Bidder's Name</u>	<u>Bid Amount</u>	<u>Bidder's Name</u>	<u>Bid Amount</u>
1. M.K Painting, Inc.	<u>\$ 390,000.00</u>	7. George Kountoupes Painting, Co.	<u>\$ 530,200.00</u>
2. Tank Pro, Inc	<u>\$ 437,265.00</u>	8. S & L Painting, Inc.	<u>\$ 567,430.00</u>
3. Jetco, Ltd.	<u>\$ 477,600.00</u>	9. TMI Coating, Inc.	<u>\$ 655,700.00</u>
4. Diamond Enterprises, Inc.	<u>\$ 486,500.00</u>	10. Williams Painting & Sandblasting	<u>\$ 684,522.00</u>
5. Camino Construction	<u>\$ 486,600.00</u>	11. Classic Protective Coatings, Inc.	<u>\$ 771,959.00</u>
6. J.R. Seltzer, Co.	<u>\$ 520,054.00</u>	12. J & W of North Carolina, Inc.	<u>\$ 803,000.00</u>





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/24/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Economic Development	Initials	Date		
Department Head	Sally Bane	Executive Director			
Dept Signature:		City Manager	<i>[Signature]</i>	<i>9/18/07</i>	
Agenda Coordinator (include phone #): Lynne Jones x7109					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input checked="" type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
TO APPROVE AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND PLANO ECONOMIC DEVELOPMENT BOARD IN THE AMOUNT OF \$849,652 TO INITIATE, PROMOTE, MONITOR AND PERFORM ACTIVITIES RELATED TO ECONOMIC DEVELOPMENT.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	849,652	849,652
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-849,652	-849,652
BALANCE		0	0	0	0
FUND(S): GENERAL FUND					
COMMENTS: This item is included in the 2007-08 Budget.					
SUMMARY OF ITEM					
This item approves the agreement with the Plano Economic Development Board to perform activities related to economic development.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Ageconomicdevelopment2007agreement					

**AGREEMENT BETWEEN CITY OF PLANO
AND PLANO ECONOMIC DEVELOPMENT BOARD**

STATE OF TEXAS)
)
COUNTY OF COLLIN) **KNOW ALL PERSONS BY THESE PRESENTS**

THIS AGREEMENT, this day made and entered into by and between the **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and the **PLANO ECONOMIC DEVELOPMENT BOARD, INC., OF PLANO, TEXAS**, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Board");

WHEREAS, it is deemed to be in the best interest of the residents of and the City of Plano to expend public funds for business expansion, redevelopment, attraction, and retention within the corporate limits of the City of Plano; and

WHEREAS, the City of Plano has employees who are knowledgeable in the field of economic development so that these employees can serve a valuable public service by assisting the Board in facilitating business expansion, redevelopment, attraction, and retention within the corporate limits of the City of Plano; and

WHEREAS, the City Council finds that expending public funds for business expansion, attraction, and retention is a valid public purpose; and

WHEREAS, by Ordinance No. 2007-9-6 the Plano City Council authorized that an amount up to **EIGHT HUNDRED FORTY-NINE THOUSAND SIX HUNDRED FIFTY-TWO AND 00/100 DOLLARS (\$849,652)** shall be expended for the purposes as outlined in the attachment entitled "Plano Economic Development Board Program of Work FY 07/08"; and

WHEREAS, the Board has established itself as being able to initiate, promote, monitor and perform activities related to economic development.

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; Designees**

1.01 Purpose/Consideration. The purpose of this Agreement is to provide terms and conditions under which City shall make available personnel and funding, the cumulative value of which shall be an amount up to **EIGHT HUNDRED FORTY-NINE THOUSAND SIX HUNDRED FIFTY-TWO AND 00/100 DOLLARS (\$849,652)** to be used for business expansion, attraction, redevelopment, and retention within the corporate limits of the City of Plano. City's source of these funds is general revenues

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derived from collection of property, sales and other taxes, as well as other sources. In consideration of the City of Plano providing and administering funding in the amount of **EIGHT HUNDRED FORTY-NINE THOUSAND SIX HUNDRED FIFTY-TWO AND 00/100 DOLLARS (\$849,652)** for the 2007-2008 fiscal year, Board shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents. This Agreement consists of: Agreement Between City of Plano and Plano Economic Development Board; Plano Economic Development Board Program of Work FY 07/08, a copy of which is attached hereto and incorporated herein as **Exhibit "A"**; Board's FY 07/08 Proposed Budget Request, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**; General Conditions of Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**, and an Affidavit of No Prohibited Interest, a copy of which is attached hereto and incorporated herein as **Exhibit "D"**. 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.

1.03 Designees of Parties. Whenever used in this Agreement, the terms City, Plano City Manager, and Board shall also include the designees of each of the respective parties.

Section II. Permitted Uses of Funds

2.01. Board shall use any and all funds furnished by City under this Agreement for the purposes outlined in **Exhibits "A" and "B"**. City shall be responsible for administering funds provided hereunder.

a. If during the term of this Agreement, the Board wishes to utilize funds for purposes other than stated in **Exhibits "A" and "B"**, such change will only be allowed as follows:

1. Board, as evidenced by the official minutes of the Board authorizing the change, must first approve all changes;

2. The Board shall submit the request for the change to the City Manager, or his designee, for approval. The request for change shall state the reason for and the amount of the change requested.

3. No expenditure of funds contrary to the terms of this Agreement is permitted until written approval is received from the City Manager or his designee.

2.02 All funds shall be utilized in compliance with the Agreement and attachments hereto. Agreement compliance is defined as:

a. At least 90% of expenses funded by City monies and budgeted in each category of the application must be spent in that category. Notwithstanding the foregoing, funds may be shifted between categories with the approval of the Board and the Plano City Manager or his designee;

b. All other conditions of this Agreement must be met.

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

2.04 Any City grant funds remaining with Board which are not expended or which are unencumbered on September 30, 2008, will revert to the City general revenues. However, upon the written request of Board and the written approval of City, funds remaining with Board on September 30, 2008, may be retained for use as approved by City.

Section III. Obligations of the Parties

3.01 General. City shall loan City employees to Board to be used for those purposes outlined in this agreement, including but not limited to providing administrative functions for Board activities, providing accounting, banking and investment services and acting as the custodian of funds.

3.02 City Employees. City shall loan up to five (5) full time employees to Board for the purpose of conducting economic development activities to fulfill Board's obligations to City as specified in this Agreement (hereinafter "Employee(s)" or "City Employee(s)"). The following Employees shall be provided for the purposes specified below:

- a) One of the Employees shall serve as Executive Director of the Plano Economic Development Board;
- b) One Employee shall deal with issues related to businesses currently operating in Plano and in that capacity shall act as the Director of Business Retention and Expansion;
- (c) One Employee shall act as the Director of Technology Marketing and Redevelopment; and
- (d) Two Employees shall serve as an Administrative Assistants and provide clerical and secretarial support for Board and City Employees.

Section IV. Suspension of Services

Upon thirty (30) days prior written notice to Board, City may temporarily suspend personnel services being provided to Board, either in whole or in part. City may

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exercise these options without cause and without prejudice to any remedy that City may be entitled to at law, in equity, or otherwise under this Agreement.

**Section V.
Quarterly Reports to City**

Staff shall present monthly oral reports of Board's activities to the Plano City Manager, who may require staff to present such reports to the Plano City Council. Each report shall contain information regarding the Board's activities for the previous month, including but not limited to, completed and on-going projects of Board, and any other information as requested by the Plano City Council or City staff. In addition the Board shall present an annual progress report outlining the Board's accomplishments over the previous calendar year. City will provide budget reports to Board upon request.

**Section VI.
Term**

The term of this Agreement shall coincide with the City's fiscal year, October 1, 2007, through September 30, 2008. At the expiration of this Agreement, Board shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including but not limited to the submission of a final report to City.

Board 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 Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**Section VII.
Independent Contractor**

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

**Section VIII.
Disbursement of Funds**

8.01 Funds provided for under this Agreement shall be disbursed as follows:

a. Recurring items such as office supplies, bills such as telephone, copier, mail, etc., shall be funded as soon as practical after October 1, as provided in this Agreement.

b. Non-recurring expenses such as purchases for capital equipment, travel, etc. shall be funded as soon as practical after the expense occurred as provided in this Agreement.

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

Section IX. Affidavit of No Prohibited Interest

Board acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. At the time of execution of this Agreement, a duly authorized representative of Board shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "D"**. By execution, Board acknowledges and accepts that the existence of a prohibited interest at any time during the term of this Agreement will render the Agreement voidable.

Section X. Insurance Requirements/Indemnification

10.01 Insurance. At its own expense, Board agrees to maintain during the term of this Agreement, or any extension thereof, insurance as follows:

a. Commercial General Liability - \$500,000 combines single limit coverage with \$1,000,000 general aggregate covering all premises, contents, and operations and including Personal Injury. The general aggregate limit is to apply per project.

b. The City is to be named as an additional insured in Board's Commercial General Liability policy.

c. A ten (10) day notice of cancellation or nonrenewal in writing shall be furnished by the Board's insurance carrier(s) or insurance agent(s) to the City's Risk Manager.

d. All companies must be authorized to do business in the State of Texas. The City of Plano prefers that all insurance companies be rated "A-VI" by A.M. Best or "A" or better by Standard and Poors.

10.02 Indemnification. Board shall release, defend, indemnify and hold harmless City and its officers, agents and employees, other than City Employees, from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable

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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 Board, its officers, agents, employees, other than City Employees, subcontractors, licensees, invitees or any other third parties for whom Board is legally responsible (hereinafter "Claims"). Board 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 Board in fulfilling its obligation hereunder to defend and indemnify City, unless City expressly waives such right 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 Board's obligation to defend City or as a waiver of Board's obligation to indemnify City pursuant to this Agreement. Board 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 Board fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Board shall be liable for all costs incurred by City.

Section XI. Non-Assignment

Board shall not assign any interest in this Agreement, whether in whole or part, without the prior written approval of the City Council as reflected by a duly authorized resolution. Any such unapproved assignment shall render this Agreement voidable by City.

Section XII. Termination

Either party shall have the right to an early termination of this Agreement by giving the other party written notice of intention of such early termination, with such notice to be given in writing sixty (60) days before the desired early termination date. The right to early termination of this Agreement is specifically reserved to both parties. However, such commitments and obligations of Board existing prior to notice of early termination shall be honored and shall not prejudice the right of Board to pay such costs previously incurred and to be paid out of the funds furnished by City. In the event of such early termination, or at the end of the term of this Agreement, Board agrees to return to City the unused balance of any funds previously disbursed to Board by City pursuant to this Agreement within ten (10) days of either event.

In the event Board breaches any of the terms or conditions of this Agreement, whether in whole or part, City shall have the right to immediately terminate this Agreement by providing written notice to Board, notwithstanding any provisions to the contrary. In the event of termination for breach, Board shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

**Section XIII.
Miscellaneous**

13.01 Entire Agreement/Amendment. This Agreement and its attachments embody the entire agreement between the parties and may only be modified, amended or supplemented in writing if executed by both parties.

13.02 Authorized to Execute/Binding on Board. The undersigned represents and warrants that he or she is the duly authorized representative of Board and that this Agreement has been approved and accepted by the Board of Trustees (or equivalent) of Board pursuant to Board resolution, a certified copy of which is attached hereto.

13.03 Binding on the City of Plano. This Agreement shall not be considered fully executed or binding on the City of Plano until the same shall have been executed by Board, the City Manager or his designate, and the City Secretary, and approved and accepted by the City Council of the City of Plano in open meeting as required by law. After such approval and acceptance, City shall deliver to Board a certified copy of the Resolution as evidence of the authority of the City Manger or his designate to bind the City of Plano to the covenants, terms and provisions of this Agreement and to perform the same in accordance herewith.

The parties agree that they, their officials, successors, legal representatives and administrators are bound to the terms and conditions of this Agreement.

13.04 Notice. Notice as required by this Agreement shall be in writing delivered to the parties as follows:

<u>City</u>	<u>Board</u>
Karen Rhodes c/o Budget Department City of Plano P.O. Box 860358 Plano, Texas 75086-0358	Jim Boswell Chairman Plano Economic Development Board 5601 Granite Parkway, Suite 310 Plano, Texas 75024
Telephone: 972/941-7194 Fax: 972/941-7434	Telephone: 972/208-8300 Fax: 972/208-8305

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

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

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13.07 Venue. In the event of breach of this Agreement, venue for all causes of action shall be instituted and maintained in Collin County, Texas

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS THE _____ DAY OF _____, 2007.

PLANO ECONOMIC DEVELOPMENT BOARD, INC. OF PLANO, TEXAS

Date: _____

By: _____
Jim Boswell
CHAIRMAN, PLANO ECONOMIC DEVELOPMENT BOARD

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____, 2007, by **JIM BOSWELL**, Chairman of **PLANO ECONOMIC DEVELOPMENT BOARD, INC. OF PLANO, TEXAS**, a Texas non-profit 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 _____, 2007 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

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ECONOMIC DEVELOPMENT BOARD

PROGRAM OF WORK
FY 07/08

The Mission of the Plano Economic Development Board is to:

- To identify and recruit businesses which contribute to Plano's economic well being by broadening and diversifying the tax base and creating quality employment opportunities, while maintaining the high quality of life.

- Provide for a vibrant economy through a pro-active business retention and expansion program that encourages Plano companies to grow and expand their presence in Plano.

- Encourage the local economy through a business re-development program that focuses on stimulating new investment in targeted geographic areas.

- Promote a pro-business environment in Plano, in coordination with the City of Plano, Plano Independent School District, Collin County Community College District, Collin County, Plano Chamber of Commerce and other interested parties, through the development of policies and resources that create sustainable competitive advantages.

PROGRAM OF WORK
FY 07/08
ORGANIZATIONAL INITIATIVES

The organizational outreach and business recruitment efforts of the Plano Economic Development Board will include, but are not limited to, the following initiatives:

- Pro-actively market the comparative advantages of Plano, on a local, national, and international basis, as the optimum city for relocation and expansion.
 - Conduct marketing trips to targeted regions.
 - Run marketing campaigns in targeted regions.
 - Direct print advertising campaigns featuring representatives from the Plano business community.
 - Distribute annual Progress Report, aerials map(s) and other collateral materials.

- Redevelop the PEDB website by identifying best-in-class websites, best practices and web developers. Create content to serve the business, real estate and site selection communities.

- Market and distribute the CD/video targeting young professionals.

- Partner with Collin County communities on opportunities to jointly promote the County as an advantageous location for relocations and expansions.

- Secure projects that represent 2,000 employment opportunities for the citizens of the community.

- Network with key members of the real estate brokerage and development community to promote and reinforce Plano's standing as the optimum city for relocation and expansion.
 - Host events to detail recent developments and opportunities.
 - Develop, plan and implement the Broker Recognition and Appreciation Event.
 - Leverage corporate intelligence to enable the PEDB to address concerns and pursue opportunities within the existing business community.
 - Attend trade shows/conferences that pertain to corporate real estate, economic development and professional education.

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- ❑ Participate in international business alliance activities and distribute international materials on Plano.
- ❑ Expand and maintain the Economic Development contact management data base detailing activities, issues, recognitions, correspondence, and project progress of existing and prospective companies.
- ❑ Collaborate with the Collin County Community College District, University of Texas – Dallas, and Southern Methodist University-in-Legacy on opportunities to improve the skills, training and education of Plano's workforce.

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PROGRAM OF WORK
FY 07/08
MARKETING & REDEVELOPMENT

The marketing program of the Plano Economic Development Board will be designed to communicate the advantages of doing business in Plano, and the redevelopment efforts will be tailored to the needs of targeted areas of the community. These initiatives will include, among others, the following:

- Assist in the continued development of the **Research/Technology Crossroads** by both responding to the needs of area developers and real estate professionals, and identifying at least 15 businesses that could benefit from having a presence in Plano.
- Refine and implement an aggressive marketing program and the associated collateral materials designed to encourage relocation or expansion of technology businesses and other desirable employers into targeted areas.
- Form R/T Crossroads subcommittee to develop a program to attract and retain business in the area.
- Work closely with the Director, Business Retention & Expansion and participate in at least 10 interviews with executives of eastern Plano firms. Share information of at risk companies.
- Attend at least three technology trade shows at least two real estate trade shows to communicate the advantages of doing business in Plano. Cultivate four prospects per trade show.
- Monitor Plano's retail sector to identify at least three problematic sites that could benefit from redevelopment and/or adaptive re-use.
- Implement the Buxton study of the intersection of Preston and Park. Attend ICSC events and market to targeted retailers.
- Facilitate a PEDB Committee to study trends and strategies that might be utilized to both maintain and strengthen Plano's retail assets. Work closely with brokers, owners and developers to attract tenants.
- Collaborate with downtown planner to assist development of downtown Plano. Connect downtown retailers with RT employers seeking restaurants and other amenities.

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- ❑ Collaborate with existing businesses, developers and the Guildhall to develop an interactive media/video game cluster in Plano. Develop marketing collateral for prospective companies.
- ❑ Serve as the PEDB liaison for the Plano Transition & Revitalization Commission.

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PROGRAM OF WORK
FY 07/08
RETENTION AND EXPANSION

The Business Retention and Expansion program is designed to sustain positive and ongoing relationships with businesses in Plano that promote a vibrant economy, encourage long term business success, and optimize opportunities for expansion and employment growth. These efforts will include, but are not limited to, the following initiatives:

- Conduct 80 Business Retention & Expansion personal visits with executives of Plano firms to:
 - Determine level of satisfaction with local business climate.
 - Involve Plano's leadership in resolution of problems identified through visitation program as appropriate.
 - Explore plans for existing business expansion/contraction or lease renewal.
 - Identify major suppliers to Plano businesses to promote Plano as a relocation or expansion site.
 - Determine needs for skills development training and initiate next steps.
 - Communicate information gathered with appropriate governmental entities or regional partners.
 - Influence retention rate of 90% or greater.
- Pro-actively seek to identify businesses with leases expiring in less than 12 months and encourage renewal in Plano.
 - Influence renewal rate of 75% or greater.
- Coordinate organize the "Breakfast with the Mayor" program that invites local executives to express their views and concerns to provide an opportunity to enhance business retention efforts.
- Identify opportunities to facilitate relationships between existing Plano businesses and international business partners to promote global commerce and expanded business opportunities.
- Conduct business satisfaction surveys via electronic delivery to:
 - Identify scope of business satisfaction, issues, and plans for growth/expansion.
 - Identify Business Retention & Expansion executive visits.
 - Identify trends in business segments and criticality of issues for follow up and resources.

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- Coordinate annual business appreciation awards to recognize the positive contributions of business and industry in Plano.

CITY OF PLANO
Budget Worksheet - Expenses - 226
As of 08/31/07

R55BWER
COFEXP226

Description	Last Year Audited	Council Budget	Current Budget	Current Actual	Current Re-Estimate	Proposed Budget	Funded Supplement	Proposed Total
00076 Economic Development								
226 Plano Econ Dev Board								
610 PERSONAL SERVICES								
6103 Classified Salaries	326,781	376,304	382,669	338,787	382,669	380,856		380,856
6109 Comp Plan Contingency		17,880				18,127		18,127
6113 Longevity	1,768	1,752	1,752	1,752	1,752	2,012		2,012
6121 RSP	8,873	11,778	11,526	10,153	11,526	11,921		11,921
6122 TMRS	44,345	49,639	52,478	46,674	52,478	51,604		51,604
6123 Group Insurance- Health	52,379	57,616	65,586	60,019	65,586	72,145		72,145
6125 Group Insurance- Life	1,829	3,763	2,845	2,845	2,845	3,809		3,809
6127 Medicare	4,608	5,544	5,483	4,735	5,483	5,613		5,613
6132 Long Term Disability	223	376	329	245	329	381		381
6141 Car Allowance	4,260	4,260	4,260	3,905	4,260	4,260		4,260
610 PERSONAL SERVICES	445,066	528,912	526,928	467,950	526,928	550,728		550,728
620 MATERIALS & SUPPLIES								
6201 Office Supplies	5,153	4,500	4,500	3,956	4,500	4,500		4,500
6202 Postage	2,175	2,500	2,500	1,380	2,500	2,000		2,000
6203 Publications	281	500	500	333	500	500		500
6204 Food	2,522	2,500	2,500	1,574	2,500	2,500		2,500
6208 Minor Apparatus		3,000	26,809	22,998	26,809	1,000		1,000
6219 Promotional Supplies	10,473	11,000	11,000	7,454	11,000	11,000		11,000
6251 Software-Non capital	350	1,000	1,000	796	1,000	1,000		1,000
6252 Hardware-Non capital	431	1,000	1,000	147	1,000	1,000		1,000
620 MATERIALS & SUPPLIES	21,385	26,000	49,809	38,639	49,809	23,500		23,500
630 CONTRACTUAL, PROFESSIONAL								
6303 Communications	3,383	4,600	4,600	1,680	4,600	4,000		4,000
6305 Insurance	1,925	2,000	2,000	2,631	2,000	2,700		2,700
6306 Advertising	112,048	154,000	188,000	66,827	188,000	154,000		154,000
6307 Travel/Professional Dev.	24,380	29,000	29,000	13,619	29,000	29,000		29,000
6312 Contracts- Professional S	10,490	10,500	30,500	9,790	30,500	11,000		11,000
6313 Maintenance Agreements	1,461	1,500	2,400	1,892	2,400	2,472		2,472
6325 Moves/Addts/Changes		2,280	11,480	11,383	11,480	2,767		2,767
6342 PC Replacement Charges	2,048	2,362	2,362	2,165	2,362	750		750
6346 Equipment Rentals	206	750	750	628	750	500		500
6348 Print Shop	1,161	500	500	283	500	65,000		65,000
6353 Leaser/ Space		65,000	59,000	49,324	59,000			
CONTRACTUAL, PROFESSIONAL	157,102	272,492	330,592	160,221	330,592	272,189		272,189

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CITY OF PLANO

Budget Worksheet - Expenses - 226
As of 08/31/07

R55BWER
COEXP226

Description	Last Year Audited	Council Budget	Current Budget	Current Actual	Current Re-Estimate	Proposed Budget	Funded Supplement	Proposed Total
640 SUNDRY								
6443 Associations	1,885	2,235	2,235	1,560	2,235	2,235		2,235
6495 Freight				50				
6499 Miscellaneous	7,581	1,000	1,500	766	1,500	1,000		1,000
640 SUNDRY	9,466	3,235	3,735	2,376	3,735	3,235		3,235
810 CAPITAL OUTLAY								
8411 Furniture & Fixtures			6,599	6,599	6,599			
810 CAPITAL OUTLAY			6,599	6,599	6,599			
226 Plano Econ Dev Board	633,019	830,639	917,663	675,785	917,663	849,652		849,652
00076 Economic Development	633,019	830,639	917,663	675,785	917,663	849,652		849,652

GENERAL CONDITIONS OF AGREEMENT

Page 1 of 2

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V of the Agreement. Disbursements may cease if reports are not submitted.
- (2) All 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, at City's option.
- (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, and/or recovery of previous payments, disqualification from future participation in grant program offered or sponsored by or through City.
- (5) Programs, activities, employment opportunity, etc. fund 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, and said laws shall apply to all parties and beneficiaries under this contract as well as to all officers, employees, and agents of City.

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GENERAL CONDITIONS OF AGREEMENT

Page 2 of 2

- (8) None of the funds, materials, property, or services provided directly under this contract shall be used for any partisan political activity or 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 contracts to be let by the Contractor prior to execution by the Contractor, and to require such terms and conditions as it deems necessary to protect the City's interests to be modified, added, or deleted.
- (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.
- (11) If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- (12) City of Plano will utilize its equipment, materials, and personnel to publish newsletters for Contractor.

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AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **PLANO ECONOMIC DEVELOPMENT BOARD, INC. OF PLANO, TEXAS** (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.

**PLANO ECONOMIC DEVELOPMENT
BOARD, INC. OF PLANO, TEXAS**

By: _____

Jim Boswell
CHAIRMAN

Date

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2007.

Notary Public, State of Texas

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 09/24/07		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services				
Department Head	David Stephens	Executive Director	<i>[Signature]</i>	Date	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	9.17.07	
Agenda Coordinator (include phone #): Lisa Prunty Ext 7342					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT					
CAPTION					
Approval of the purchase of support services for servers and printers in the amount of \$42,875.57 from Hewlett Packard Company through an existing contract/agreement with Department of Information Resources (DIR), and authorizing the City Manager or his designee to execute all necessary documents. (DIR-BUSOP-178)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	2,774,158	2,774,158
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	-42,876	-42,876
BALANCE		0	0	2,731,282	2,731,282
FUND(s): TECHNOLOGY SERVICES FUND (066)					
COMMENTS: Funds are included in the 2007-08 Technology Services budget. The remaining balance will be used throughout the year for other maintenance agreements. STRATEGIC PLAN GOAL: Maintenance support contracts relate to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Technology Services recommends Council approve an expenditure of \$42,875.57 to Hewlett-Packard Company through the Department of Information Resources (DIR) for the maintenance and support of HP printers and servers. 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 the local government to seek competitive bids for the items. (DIR-BUSOP-178)					
List of Supporting Documents: Memo, Quote		Other Departments, Boards, Commissions or Agencies			

Memorandum

To: David Stephens, Director of Information Services
From: Chester M. Helt, Infrastructure Manager
Date: 9/11/2007
Re: Annual HP Maintenance Contract

Technology Services recommends renewing with Hewlett-Packard Company through the Department of Information Resources (DIR) for a Service Agreement on Hewlett Packard equipment. The agreement covers support on HP Net Servers and various models of HP printers located throughout the City.

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 the applicable State Laws requiring local government to seek competitive bids for the maintenance items.

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TRISTAN CROWDER
HEWLETT-PACKARD COMPANY
8000 Foothills Blvd
Roseville CA 95747

09/11/2007

KATHY KARGOL
CITY OF PLANO
DATA PROCESSING
1117 E 15TH ST
PLANO TX 75074-6223

Support Account Reference: 191548_DLO_07VY2
HP Reference Number: 41690491

Dear KATHY KARGOL:

Enclosed you will find a Hewlett-Packard support service quote for your products. Review the services, support items, coverage dates, addresses, and company contacts for accuracy. Please advise HP of any changes prior to submitting your purchase order. Prices will remain valid for 90-days.

To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HP Single Order Terms for Support or purchase agreement with HP and if applicable, Exhibit E24.

Option 1: Provide an open-ended purchase order. An open-ended purchase order allows HP to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a purchase order for the coverage dates specified in the enclosed referenced proposal.

Option 3: Sign and return the attached Signature Authorization Method (SAM) form.

Purchase orders must reference the HP Reference Number and the Support Account Reference. Applicable tax will be added to all products. If your organization is tax-exempt, please send a copy of the tax exemption certificate.

Hewlett-Packard values your business and looks forward to providing you with continued support. If you have any questions or require further assistance, please contact your Contract Admin. at (800) 386-1115 53803 FAX (800) 307-0361

Sincerely,

TRISTAN CROWDER
Contract Admin.

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SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett-Packard Company (HP) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT.**

(1) Customer Information

Company Name

CITY OF PLANO DATA PROCESSING

Equipment Location Address

1117 E 15TH ST

PLANO TX 75074-6223

(2) Contract Information - Check the HP Reference number to accept one quote, or the AMP ID to accept all quotes attached:

HP Reference Number: 41690491

** AMP ID: 670704100

Support Account Reference: 191548_DLO_07VY2

Coverage Period: 10/01/2007 - 09/30/2008

**The enclosed Support Account Overview dated on 09/11/2007 summarizes the quotes contained within the above AMP ID.

Please check if applicable:

This contract is accepted with no revisions. If revisions are required, please contact your Contract Admin. A quote will be re-issued to reflect your changes and associated pricing, if any. A new SAM form will be provided for your authorization.

Check here if your authorization is open-ended. This Support Agreement is for the period stated on HP's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months.

If modifications of the Support Agreement are necessary, HP will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month term. Re-pricing will occur automatically without further authorization.***

(3) Tax Information

Taxable Tax Exempt Exemption # _____ (Attach copy of certificate)

(4) Payment Method Do not enclose Payment. Please select one of the following:

Bill me: Annually Quarterly(must exceed \$2400 annually)
 Semi-Annually(must exceed \$2400 annually) Monthly(must exceed \$2400 annually)

Charge my credit card. Check one: Visa Mastercard American Express

Credit Card Number _____ Exp.Date _____ Cardholder Name(Print) _____ Cardholder's Signature _____

(5) Service Authorization and Terms and Conditions

Customer's signature on this form constitutes authorization for HP to invoice Customer for the service represented in the document(s) referenced in Section (2) above. Subject to HP Single Order Terms for Support or purchase agreement with HP and if applicable, Exhibit E24. Cancellation requires 30 days written notice. Payment is due 30 days from HP's invoice date.

Authorized Signature _____ Date _____ Invoice-To Address (if different from Equipment Location) _____

Printed Name _____ Title _____ E-mail Address _____ Phone/Fax _____

(6) Completed form should be returned to:

Hewlett-Packard Company
8000 Foothills Blvd
Roseville, CA 95747

TRISTAN CROWDER
(800) 386-1115 53803
(800) 307-0361 (FAX)

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Support Account Overview



AMP ID: 670704100
Special Terms and Conditions No: DIRBUS0P

Customer Address:
 CITY OF PLANO
 DATA PROCESSING
 1117 E 15TH ST
 PLANO TX 75074-6223

Hewlett-Packard Address:
 HEWLETT-PACKARD COMPANY
 8000 Foothills Blvd
 Roseville CA 95747

Customer Contact:
 KATHY KARGOL
 Tel: 972-941-7342
 Fax:

HP Contact:
 TRISTAN CROWDER
 Tel: (800) 386-1115 53803
 Fax: (800) 307-0361
 E-mail TRISTAN.CROWDER@HP.COM

The quoted prices are valid for 90 days from: 07/03/2007

For more information on the format of this document visit www.hp.com/go/hpsdocs
 Subject to HP Single Order Terms for Support or purchase agreement with HP and if applicable, Exhibit E24.

Your Support Access Options:

- Visit our web site at < www.itrc.hp.com> for IT Professionals or < www.hp.com/go/bizsupport> for Business Professionals
- Visit < www.esca.hp.com> to manage service agreement online or register to use Support Contract Assistant (SCA)
- For Support, please call: 800-633-3600

Please have your Service Agreement ID and Product#/Serial# available to expedite your support experience.

Support Account Reference	Service Agreement ID	Coverage Period From: To:	Description	Contract Total/USD
191548_DLO_07VY2	1032 6157 7649	10/01/2007 09/30/2008	191548_DLO_07VY2	32,801.34
CITYOF670704100	1033 3179 7928	10/01/2007 09/30/2008	3-670704100	10,074.23
Total Excluding Taxes CITY OF PLANO				42,875.57
Summary of Charges				
Hardware Support				42,875.57
Total Excluding Taxes				42,875.57

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate.
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.
 Refer to the detail document for any applicable state & local tax

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Support Account Detail



Special Terms and Conditions No: DIRBUS0P
 Your PO Reference:
 CCRN Number: 0326157761

Support Account Reference:
 191548_DLO_07VY2

HP Reference Number: 41690491

Equipment Address:
 CITY OF PLANO
 DATA PROCESSING
 1117 E 15TH ST
 PLANO TX 75074-6223

Software Update Address:
 CITY OF PLANO
 DATA PROCESSING
 1117 E 15TH ST
 PLANO TX 75074-6223

Hardware Contact:
 KATHY KARGOL
 Tel: 972-941-7342
 Fax:

Software Contact:
 KATHY KARGOL
 Tel: 972-941-7342
 Fax:

The quoted prices are valid for 90 days from: 07/03/2007
 Coverage from: 10/01/2007 to: 09/30/2008

Service Agreement ID: 1032 6157 7649 For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
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Comment:

Master Agreement # DIR-BUSOP-178 terms and conditions apply. DIR-BUSOP-178 to be included on PO.

HA101AC HP Next Day HW Support
 *** Hardware Support ***

HP Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- Next Cov Day Onsite Response
- Std Office Hrs Std Office Days
- Travel Zone 1

C4110A	HP LaserJet 5000 16ppm printer Please note HP can no longer support this item from: 04/30/2008	USD3004588	04/30/2008	1	10.10
C4112A	HP LaserJet 5000gn 16ppm 1200d printer Please note HP can no longer support this item from: 04/30/2008	USB3052620	04/30/2008	1	10.10
C4139A	HP LaserJet 2100xi Printer Please note HP can no longer support this item from: 10/31/2007	USCD071899	10/31/2007	1	5.51
C4139A	HP LaserJet 2100xi Printer Please note HP can no longer support this item from: 10/31/2007	USDD002661	10/31/2007	1	5.51
C4139A	HP LaserJet 2100xi Printer Please note HP can no longer support this item from: 10/31/2007	USGZ058151	10/31/2007	1	5.51
C4139A	HP LaserJet 2100xi Printer Please note HP can no longer support this item from: 10/31/2007	USGZ233271	10/31/2007	1	5.51
C4172A	HP LaserJet 2100TN Printer Please note HP can no longer support this item from: 10/31/2007	USBB015277	10/31/2007	1	5.51
C4172A	HP LaserJet 2100TN Printer Please note HP can no longer support this item from: 10/31/2007	USCB028824	10/31/2007	1	5.51

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRBUS0P
 Your PO Reference:
 CCRN Number: 0326157761

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
C4172A	HP LaserJet 2100TN Printer Please note HP can no longer support this item from: 10/31/2007	USCB055290	10/31/2007		1	5.51
C4172A	HP LaserJet 2100TN Printer Please note HP can no longer support this item from: 10/31/2007	USCB056488	10/31/2007		1	5.51
C4172A	HP LaserJet 2100TN Printer Please note HP can no longer support this item from: 10/31/2007	USGR026530	10/31/2007		1	5.51
C4172A	HP LaserJet 2100TN Printer Please note HP can no longer support this item from: 10/31/2007	USGR111096	10/31/2007		1	5.51
C4172A	HP LaserJet 2100TN Printer Please note HP can no longer support this item from: 10/31/2007	USGW122438	10/31/2007		1	5.51
C4215A	HP LaserJet 8100 N Printer Please note HP can no longer support this item from: 12/31/2007	USCC005449	12/31/2007		1	16.53
C4215A	HP LaserJet 8100 N Printer Please note HP can no longer support this item from: 12/31/2007	USCC013746	12/31/2007		1	16.53
C4215A	HP LaserJet 8100 N Printer Please note HP can no longer support this item from: 12/31/2007	USDG016685	12/31/2007		1	16.53
C4216A	HP LaserJet 8100 DN Printer Please note HP can no longer support this item from: 12/31/2007	USDC003715	12/31/2007		1	16.53
C4251A	HP LaserJet 4050 Printer Please note HP can no longer support this item from: 10/31/2007	USBB073141	10/31/2007		1	7.34
C4251A	HP LaserJet 4050 Printer Please note HP can no longer support this item from: 10/31/2007	USBB160191	10/31/2007		1	7.34
C4251A	HP LaserJet 4050 Printer Please note HP can no longer support this item from: 10/31/2007	USBC025010	10/31/2007		1	7.34
C4251A	HP LaserJet 4050 Printer Please note HP can no longer support this item from: 10/31/2007	USBC026903	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USBB191010	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USBB191015	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USBB191917	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USBB341530	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USBC160357	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USBD011057	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USBD012476	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USQC067546	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USQF090963	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USQU000498	10/31/2007		1	7.34
C4253A	HP LaserJet 4050 N Printer Please note HP can no longer support this item from: 10/31/2007	USQX070108	10/31/2007		1	7.34

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRBUS0P

Your PO Reference:

CCRN Number: 0326157761

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
	Please note HP can no longer support this item from: 10/31/2007					
C4254A	HP LaserJet 4050 TN Printer	USQF077496	10/31/2007		1	7.34
	Please note HP can no longer support this item from: 10/31/2007					
C4266A	HP LaserJet 8150n printer	JPBLL13625			1	16.53
C4266A	HP LaserJet 8150n printer	JPBLM20298			1	16.53
C4266A	HP LaserJet 8150n printer	JPBLM29893			1	16.53
C4266A	HP LaserJet 8150n printer	JPBTM03593			1	16.53
C4266A	HP LaserJet 8150n printer	JPBTM21846			1	16.53
C4266A	HP LaserJet 8150n printer	USBC010864			1	16.53
C4266A	HP LaserJet 8150n printer	USBC012021			1	16.53
C4266A	HP LaserJet 8150n printer	USBC012023			1	16.53
C4266A	HP LaserJet 8150n printer	USBC012024			1	16.53
C4266A	HP LaserJet 8150n printer	USBD019435			1	16.53
C4266A	HP LaserJet 8150n printer	USBD019441			1	16.53
C4266A	HP LaserJet 8150n printer	USBD023225			1	16.53
C4266A	HP LaserJet 8150n printer	USBD023254			1	16.53
C4266A	HP LaserJet 8150n printer	USBD19515			1	16.53
C4266A	HP LaserJet 8150n printer	USBLL00926			1	16.53
C4266A	HP LaserJet 8150n printer	USBLM01937			1	16.53
C4266A	HP LaserJet 8150n printer	USBLM01938			1	16.53
C4266A	HP LaserJet 8150n printer	USBLM01961			1	16.53
C4266A	HP LaserJet 8150n printer	USBLM01976			1	16.53
C4266A	HP LaserJet 8150n printer	USBLM01982			1	16.53
C4267A	HP LaserJet 8150dn printer	USBD008207			1	16.53
C7058A	HP Laserjet 2200D Printer	CNDRH03632			1	5.51
C7058A	HP Laserjet 2200D Printer	JPGGB56217			1	5.51
C7058A	HP Laserjet 2200D Printer	USBGH00024			1	5.51
C7061A	HP Laserjet 2200dtn Printer	USBGJ94304			1	5.51
C7063A	HP Laserjet 2200DN Printer	JPBGC23283			1	5.51
C7063A	HP Laserjet 2200DN Printer	JPBGG16950			1	5.51
C7063A	HP Laserjet 2200DN Printer	USBGB08749			1	5.51
C7063A	HP Laserjet 2200DN Printer	USBGC16711			1	5.51
C7085A	HP Color Laserjet 4550 Printer	JPPC100293			1	16.53
C7086A	HP Color Laserjet 4550N Printer	SUPMAF01321			1	16.53
C7086A	HP Color Laserjet 4550N Printer	JPNAC15491			1	16.53
C7097A	HP Color Laserjet 8550N Printer	JPMB018743			1	33.98
	Please note HP can no longer support this item from: 11/30/2008					
C7097A	HP Color Laserjet 8550N Printer	JPMB023666			1	33.98
	Please note HP can no longer support this item from: 11/30/2008					
C8050A	HP LaserJet 4100n printer	USLGD00217			1	7.34
C8050A	HP LaserJet 4100n printer	USBDC10855			1	7.34
C8050A	HP LaserJet 4100n printer	SUSBDU12008			1	7.34
C8050A	HP LaserJet 4100n printer	USBGB02546			1	7.34
C8050A	HP LaserJet 4100n printer	USBNJ38033			1	7.34
C8050A	HP LaserJet 4100n printer	USGNK08899			1	7.34
C8050A	HP LaserJet 4100n printer	USJNF13588			1	7.34
C8050A	HP LaserJet 4100n printer	USJNG02463			1	7.34

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRBUSOP

Your PO Reference:

CCRN Number: 0326157761

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
C8050A	HP LaserJet 4100n printer	USJNJ02637		1	7.34
C8050A	HP LaserJet 4100n printer	USJNK31832		1	7.34
C8050A	HP LaserJet 4100n printer	USLND19534		1	7.34
C8050A	HP LaserJet 4100n printer	USLNH25342		1	7.34
C8050A	HP LaserJet 4100n printer	USLNK04626		1	16.53
C4267A	HP LaserJet 8150dn printer	JPBLM60356		1	16.53
C4267A	HP LaserJet 8150dn printer	JPBLM64479		1	16.53
C4267A	HP LaserJet 8150dn printer	JPBLM68772		1	16.53
C9692A	HP color LaserJet 4600n printer	JPDKF34456		1	16.53
C9692A	HP color LaserJet 4600n printer	JPDKB35735		1	16.53
Q1252A	HP DesignJet 5500 printer 42" PS Dye	SG33L14030		1	49.14
Q5991A	HP Color LaserJet 3550n Printer	CNBR204329		1	5.97
Q5401A	HP LaserJet 4250n Printer	CNGXD52550		1	7.34
157829-001	DL380R01 P733-256 128 US	D233JZG2F584		1	32.15
157829-001	DL380R01 P733-256 128 US	D241JZG2H999		1	32.15
157829-001	DL380R01 P733-256 128 US	D241JZG2H492		1	32.15
157829-001	DL380R01 P733-256 128 US	D241JZG2H354		1	32.15
157829-001	DL380R01 P733-256 128 US	D241JZG2G830		1	32.15
Q7534A	HP Color LaserJet 3000n Printer	CNJBL05141	01/22/2008	1	5.97
Q5957A	HP LaserJet 2420d printer	CNGKJ58461		1	5.51
Q5959A	HP LaserJet 2420dn printer	CNGKK64666		1	5.51
Q5401A	HP LaserJet 4250n Printer	CNGXB46468		1	7.34
Q5401A	HP LaserJet 4250n Printer	CNGXC32998		1	7.34
Q5401A	HP LaserJet 4250n Printer	CNGXD77396		1	7.34
Q5987A	HP Color LaserJet 3600n Printer	CNTBB65127		1	5.97
Q5987A	HP Color LaserJet 3600n Printer	CNTBD22210		1	5.97
Q5987A	HP Color LaserJet 3600n Printer	CNTBF02960		1	5.97
Q5987A	HP Color LaserJet 3600n Printer	CNTBF02945		1	5.97
Q5987A	HP Color LaserJet 3600n Printer	CNTBF00205		1	5.97
Q5987A	HP Color LaserJet 3600n Printer	CNTBF02952		1	5.97
Q5959A	HP LaserJet 2420dn printer	JPDGR07276		1	5.51
C4267A	HP LaserJet 8150dn printer	JPDLR88861	10/14/2007	1	16.53
C4111A	HP LaserJet 5000n printer	JPFC664005	04/30/2008	1	10.10
	Please note HP can no longer support this item from: 04/30/2008				
Q5959A	HP LaserJet 2420dn printer	JPGGR04060		1	5.51
Q5959A	HP LaserJet 2420dn printer	JPGGR04088		1	5.51
Q7492A	HP Color LaserJet 4700n Printer	JPGLB04582		1	14.24
Q7492A	HP Color LaserJet 4700n Printer	JPGLB08379		1	14.24
Q7492A	HP Color LaserJet 4700n Printer	JPLL21228		1	14.24
Q7492A	HP Color LaserJet 4700n Printer	JPLLC08071		1	14.24
Q7492A	HP Color LaserJet 4700n Printer	JPLLC20444		1	14.24
Q7492A	HP Color LaserJet 4700n Printer	JPLRB24339		1	14.24
Q7492A	HP Color LaserJet 4700n Printer	JPLLC20136		1	14.24
Q5959A	HP LaserJet 2420dn printer	CNGKK59691		1	5.51

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRBUSOP
 Your PO Reference:
 CCRN Number: 0326157761

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

Discounts

Multi-Year Hdr Disc% -8%	243.52-
HW Spec Neg DiscHdr% -48%	1344.48-
Pre Payment HdrDisc% -4%	58.42-

HA101AC HP Next Day HW Support
 *** Hardware Support ***

HP Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- Next Cov Day Onsite Response
- Std Office Hrs Std Office Days
- Travel Zone 1

C8050A	HP LaserJet 4100n printer	USLJN27866	1	7.34
C9661A	HP Color Laserjet 4600DN Printer	JPAKB03196	1	16.53
C9661A	HP Color Laserjet 4600DN Printer	JPBKF11616	1	16.53
C4266A	HP LaserJet 8150n printer	JPBLL64542	1	16.53
C4266A	HP LaserJet 8150n printer	JPBLL70134	1	16.53
C4266A	HP LaserJet 8150n printer	JPBLL64384	1	16.53
C4266A	HP LaserJet 8150n printer	JPBLL79909	1	16.53
C7131A	HP color LaserJet 5500n printer	JPFK00786	1	33.98
Q1254V	HP DesignJet 5500 printer 60" PS UV	SG2841401C	1	57.41
C7061A	HP Laserjet 2200dtn Printer	CNGRH23875	1	5.51
C7061A	HP Laserjet 2200dtn Printer	JPGGR08647	1	5.51
Q2426A	HP LaserJet 4200n printer	SCNBX311069	1	7.34
Q2426A	HP LaserJet 4200n printer	USBNP05373	1	7.34
Q2432A	HP LaserJet 4300n printer	SCNGY438242	1	10.10
Q2473A	HP LaserJet 2300n	SCN450130ZT	1	5.51
C7779B	HP Designjet 800 Printer (24 inch)	SG4507104X	1	24.80
Q3670A	HP Color LaserJet 4650 DN	JPDAC06689	1	16.53
C4266A	HP LaserJet 8150n printer	JPDLR28765	1	16.53
Q2425A	HP LaserJet 4200 printer	USGNP35662	1	7.34
Q2473A	HP LaserJet 2300n	CN45Q130Y4	1	5.51
Q2473A	HP LaserJet 2300n	CNBGH96564	1	5.51
C7131A	HP color LaserJet 5500n printer	JPLR000427	1	33.98
C4266A	HP LaserJet 8150n printer	JPDLR39048	1	16.53
Q2474A	HP LaserJet 2300d	CNBGH91569	1	5.51
Q1322A	HP color LaserJet 3700n	CNFBB17510	1	5.97
C8547A	HP Color Laserjet 9500hdn	JPLJB02957	1	65.67
C4266A	HP LaserJet 8150n printer	JPDLR42254	1	16.53
C4266A	HP LaserJet 8150n printer	JPDLR42011	1	16.53
Q2473A	HP LaserJet 2300n	JPBGG42187	1	5.51
C4266A	HP LaserJet 8150n printer	JPDLR25802	1	16.53

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Printed on: 9/11/2007



Special Terms and Conditions No: DIRBUS0P
 Your PO Reference:
 CCRN Number: 0326157761

Product No.	Description	Serial No.	Coverage Period from: to:	Qty	Price/USD
-------------	-------------	------------	------------------------------	-----	-----------

Discounts					86.80-
Multi-Year Hdr Disc% -8%					479.20-
HW Spec Neg DiscHdr% -48%					20.80-
Pre Payment HdrDisc% -4%					

HA101AC HP Next Day HW Support
 *** Hardware Support ***

HP Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- Next Cov Day Onsite Response
- Std Office Hrs Std Office Days
- Travel Zone 1

Q2434A	HP LaserJet 4300dtn printer	CNBY815564		1	10.10
Q2474A	HP LaserJet 2300d	JPBDG05505		1	5.51
Q2474A	HP LaserJet 2300d	JPDG05513		1	5.51
Q2434A	HP LaserJet 4300dtn printer	CNBY878228		1	10.10
C8126A	HP Business Inkjet 2300N	CNBDC90196		1	5.97
C9706A	HP Color LaserJet 2500	CNDFC01554	12/31/2007	1	3.22
Please note HP can no longer support this item from: 12/31/2007					
C9662A	HP color LaserJet 4600dtn printer	JPGMC48565		1	16.53
C9661A	HP Color Laserjet 4600DN Printer	JPFMC26472		1	16.53
C9661A	HP Color Laserjet 4600DN Printer	JPFMB44690		1	16.53
C9661A	HP Color Laserjet 4600DN Printer	JPFMC48009		1	16.53
Q2434A	HP LaserJet 4300dtn printer	CNGY400244		1	10.10
Q2434A	HP LaserJet 4300dtn printer	CNGY500375		1	10.10
Q2434A	HP LaserJet 4300dtn printer	CNGY400259		1	10.10
Q2434A	HP LaserJet 4300dtn printer	CNGY502741		1	10.10
Q2426A	HP LaserJet 4200n printer	USGNX03200		1	7.34
C9707A	HP Color LaserJet 2500n	CNGHC30357	12/31/2007	1	3.22
Please note HP can no longer support this item from: 12/31/2007					
Q2474A	HP LaserJet 2300d	CNBFC82646		1	5.51
Q2434A	HP LaserJet 4300dtn printer	CNGY412842		1	10.10
Q2426A	HP LaserJet 4200n printer	USGNX33328		1	7.34
Q1321A	HP color LaserJet 3700	CNCBF00779		1	5.97
Q2426A	HP LaserJet 4200n printer	USGNS38477		1	7.34
Q2426A	HP LaserJet 4200n printer	USGNX39899		1	7.34
C8547A	HP Color Laserjet 9500hdn	JPFJB00098		1	65.67
Q2426A	HP LaserJet 4200n printer	USGNS39584		1	7.34
C8126A	HP Business Inkjet 2300N	CNBGH44450		1	5.97
Q2426A	HP LaserJet 4200n printer	USBNS03726		1	7.34
Q5964A	HP LaserJet 2430n Printer	CNGKK72841		1	5.51

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRBUS0P

Your PO Reference:

CCRN Number: 0326157761

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

Discounts

Multi-Year Hdr Disc% -8%	51.04-
HW Spec Neg DiscHdr% -48%	281.81-
Pre Payment HdrDisc% -4%	12.23-

***** Hardware Support *****

HA151AC HP Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- Named HW Engineer Onsite
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1

P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE	US13239206	1	30.77
	Please note HP can no longer support this item from: 12/31/2008			
P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE	US13239207	1	30.77
	Please note HP can no longer support this item from: 12/31/2008			
P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE	US13239208	1	30.77
	Please note HP can no longer support this item from: 12/31/2008			
P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE	US13239209	1	30.77
	Please note HP can no longer support this item from: 12/31/2008			
P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE	US13239210	1	30.77
	Please note HP can no longer support this item from: 12/31/2008			
P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE	US13239211	1	30.77
	Please note HP can no longer support this item from: 12/31/2008			
P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE	US13239212	1	30.77
	Please note HP can no longer support this item from: 12/31/2008			
P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE	US13239213	1	30.77
	Please note HP can no longer support this item from: 12/31/2008			
P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE	US11336651	1	30.77
	Please note HP can no longer support this item from: 12/31/2008			

HA151AC HP Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- Named HW Engineer Onsite
- 4 Hr Onsite Response
- Std Office Hrs Std Office Days
- Travel Zone 1

C4267A	HP LaserJet 8150dn printer	USCC057850	1	24.80
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Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRBUS0P

Your PO Reference:

CCRN Number: 0326157761

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
P2479A	HP NetServer LC2000r PIII-1000 133FSB M1 Please note HP can no longer support this item from: 12/31/2008	US11131564			1	25.26
P2481AV	HP NetServer LC2000r PIII-1000 133FSB SE Please note HP can no longer support this item from: 12/31/2008	US1029760			1	25.26
HA151AC	HP Hardware Maintenance Onsite Support Hardware Problem Diagnosis Onsite Support Parts and Material provided Named HW Engineer Onsite 4 Hr Onsite Response 24 Hrs Std Office Days 24 hrs, Day 6 24 hrs, Day 7 Holidays Covered Travel Zone 1					
105739-021	DL580/PL64R HP RPS EURO	D224DYVID134			1	0.00
157829-001	DL380R01 P733-256 128 US	D213JZG1L748			1	58.33
HA151AC	HP Hardware Maintenance Onsite Support Hardware Problem Diagnosis Onsite Support Parts and Material provided Named HW Engineer Onsite 4 Hr Onsite Response 24 Hrs Std Office Days 24 hrs, Day 6 24 hrs, Day 7 Holidays Covered Travel Zone 1					
HA151AC	HP Hardware Maintenance Onsite Support Hardware Problem Diagnosis Onsite Support Parts and Material provided Next Cov Day Onsite Response Std Office Hrs Std Office Days Travel Zone 1					
Q5407A	HP LaserJet 4350n printer	USBXN02206			1	10.10
Q5407A	HP LaserJet 4350n printer	USBXP04777			1	10.10
Q5400A	HP LaserJet 4250 printer	USBXS10214			1	7.34
Q5400A	HP LaserJet 4250 printer	CNBXB21086			1	7.34
Q2473A	HP LaserJet 2300n	CNBGG85110			1	5.51
Q1322A	HP color LaserJet 3700n	CNGBX00159			1	5.97
Q5407A	HP LaserJet 4350n printer	CNBXF10223			1	10.10
Q5407A	HP LaserJet 4350n printer	USBXP23637			1	10.10

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRBUS0P
 Your PO Reference:
 CCRN Number: 0326157761

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
Q5957A	HP LaserJet 2420d printer	CNDJC30959			1	5.51
Q5401A	HP LaserJet 4250n Printer	USBXM08254			1	7.34
Q5400A	HP LaserJet 4250 printer	CNBXC45304			1	7.34
Q3704A	HP LaserJet 2550n color printer	CNGHG10409			1	3.22
Q3669A	HP Color LaserJet 4650 N	JPKAB24412			1	16.53
Q5957A	HP LaserJet 2420d printer	CNGJB94182			1	5.51
Q3669A	HP Color LaserJet 4650 N	JPKAC35301			1	16.53
Q5401A	HP LaserJet 4250n Printer	CNDXD07851			1	7.34
Q3669A	HP Color LaserJet 4650 N	JPKAC35942			1	16.53
Q3669A	HP Color LaserJet 4650 N	JPKAC43340			1	16.53
Q3722A	HP LaserJet 9050n Printer	JPCL51V01M			1	34.91
Q3670A	HP Color LaserJet 4650 DN	JPKAD41816			1	16.53
Q3669A	HP Color LaserJet 4650 N	JPKAD52839			1	16.53
Q3669A	HP Color LaserJet 4650 N	JPKAD48924			1	16.53
Q3670A	HP Color LaserJet 4650 DN	JPKAD45500			1	16.53
Q3670A	HP Color LaserJet 4650 DN	JPKAD42246			1	16.53
C4266A	HP LaserJet 8150n printer	JPDLR71580			1	16.53
Q5959A	HP LaserJet 2420dn printer	CNGKK01377			1	5.51
Q5987A	HP Color LaserJet 3600n Printer	CNLBB28639			1	5.97
Q3670A	HP Color LaserJet 4650 DN	JPKAD54000			1	16.53
Q7492A	HP Color LaserJet 4700n Printer	JPLL19139			1	14.24
Q5401A	HP LaserJet 4250n Printer	CNGXD52550			1	7.34
Q7492A	HP Color LaserJet 4700n Printer	JPLLC08506			1	14.24

Discounts

Multi-Year Hdr Disc% -8%	135.44-
HW Spec Neg DiscHdr% -48%	747.73-
Pre Payment HdrDisc% -4%	32.39-

Summary of Charges

Hardware Support	2,966.14
Hardware Support Tax TX	0.00
TOTAL INCLUDING TAX	2,966.14

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Hardware products under warranty

Q7534A	HP Color LaserJet 3000n Printer	CNJBL05141	01/15/2007	01/21/2008	1
C4267A	HP LaserJet 8150dn printer	JPDLR88861	09/14/2006	10/13/2007	1

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Support Account Detail



Special Terms and Conditions No: DIRBUS0P
Your PO Reference:
CCRN Number: 0333179791

Support Account Reference:
CITYOF670704100

HP Reference Number: 41702037

Equipment Address:
 CITY OF PLANO
 DATA PROCESSING
 1117 E 15TH ST
 PLANO TX 75074-6223

Software Update Address:
 CITY OF PLANO
 DATA PROCESSING
 1117 E 15TH ST
 PLANO TX 75074-6223

Hardware Contact:
 KATHY KARGOL
 Tel: 972-941-7342
 Fax:

Software Contact:
 KATHY KARGOL
 Tel: 972-941-7342
 Fax:

The quoted prices are valid for 90 days from: 07/03/2007
Coverage from: 10/01/2007 to: 09/30/2008

Service Agreement ID: 1033 3179 7928 For Support, please call: 800-633-3600

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		

Comment:

Master Agreement # DIR-BUSOP-178 terms and conditions apply. DIR-BUSOP-178 to be included on PO.

HA104AC HP 4 Hour 24x7 HW Support
***** Hardware Support *****

HP Hardware Maintenance Onsite Support

- Hardware Problem Diagnosis
- Onsite Support
- Parts and Material provided
- Named HW Engineer Onsite
- 4 Hr Onsite Response
- 24 Hrs Std Office Days
- 24 hrs, Day 6
- 24 hrs, Day 7
- Holidays Covered
- Travel Zone 1

253864-001	DL380 R02 P1400 512 US	D241JZG2H396	1	59.24
253864-001	DL380 R02 P1400 512 US	D241JZG2H403	1	59.24
253864-001	DL380 R02 P1400 512 US	D241JZG2H717	1	59.24
253864-001	DL380 R02 P1400 512 US	D241JZG2H327	1	59.24
253864-001	DL380 R02 P1400 512 US	D241JZG2H543	1	59.24
253864-001	DL380 R02 P1400 512 US	D241JZG2H440	1	59.24
253864-001	DL380 R02 P1400 512 US	D241JZG2H526	1	59.24
235440-001	ML370R02 P1400 512 US	D224KF52D352	1	59.24
301111-001	DL380R03 X2.8/400 512 US	D329LDN1J101	1	36.74
301111-001	DL380R03 X2.8/400 512 US	D327LDN1K380	1	36.74
253864-001	DL380 R02 P1400 512 US	D241JZG2H358	1	59.24
305460-001	ML370R03 X2.8/400 512 US	D330LDQ2H004	1	36.74

Please refer to the payment schedule for prices to be invoiced yearly in advance.

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Special Terms and Conditions No: DIRBUS0P
 Your PO Reference:
 CCRN Number: 0333179791

Product No.	Description	Serial No.	Coverage Period		Qty	Price/USD
			from:	to:		
301111-001	DL380R03 X2.8/400 512 US	D339LDN1H953			1	36.74
382147-405	HP DL360G4p 2M SCSI RED CTO US Chassis	USE633N7TB			1	8.27
301111-001	DL380R03 X2.8/400 512 US	D327LDN1K394			1	16.53
347905-001	DL580R02 X3000 4M 2P US	EA10LD5Z3W	12/27/2007		1	69.35
302970-B21	HP MSA30 D-B Enclosure ALL	ZW11LMPY3R	12/19/2007		1	32.61
333705-001	DL380R03 X3.2/533-1M US	EBK8KJNZ3T	12/15/2007		1	36.74
302969-B21	HP MSA30 S-B Enclosure ALL	ZM85LMPX3K	12/02/2007		1	32.61

Discounts

Multi-Year Hdr Disc% -8%	152.64-
HW Spec Neg DiscHdr% -48%	842.61-
Pre Payment HdrDisc% -4%	36.52-

Summary of Charges

Hardware Support	876.23
Hardware Support Tax TX	0.00
TOTAL INCLUDING TAX	876.23

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing.
 Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Hardware products under warranty

382147-405	HP DL360G4p 2M SCSI RED CTO US Chassis	USE633N7TB	08/18/2006	08/24/2009	1
301111-001	DL380R03 X2.8/400 512 US	D327LDN1K394	09/05/2006	09/04/2009	1
302970-B21	HP MSA30 D-B Enclosure ALL	ZW11LMPY3R	12/13/2004	12/19/2007	1
333705-001	DL380R03 X3.2/533-1M US	EBK8KJNZ3T	12/13/2004	12/19/2007	1
302969-B21	HP MSA30 S-B Enclosure ALL	ZM85LMPX3K	11/02/2004	12/01/2007	1

Please refer to the payment schedule for prices to be invoiced yearly in advance.

Printed on: 05/17/2007

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Payment Schedule as of 09/11/2007

AMP ID: 670704100

HP Invoice Group No: 60114813

Settlement Period from: 10/01/2007 to: 09/30/2008

Support Account Reference	10/01/2007	09/30/2008
191548 DLO_07Y12	32,801.34	
CITYOF670704100	10,074.24	
Total for the period		
CITY OF PLANO	42,875.58	

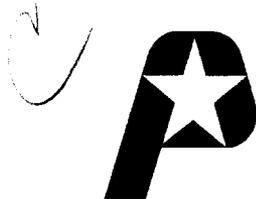
Applicable tax to be added to the invoice.

Print Date 09/11/2007

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Please refer to the payment schedule for prices to be invoiced yearly in advance. Price in USD.

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/24/07		Reviewed by Legal <i>WS</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services			Initials	Date
Department Head:	Karl Henry	Jimmy Foster	Executive Director	<i>[Signature]</i>	9/14/07
Dept Signature:	<i>[Signature]</i>	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	9/14/07
Agenda Coordinator (include phone #):					

ACTION REQUESTED:

<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION	<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> AGREEMENT
<input type="checkbox"/> APPROVAL OF BID	<input type="checkbox"/> AWARD OF CONTRACT	<input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT	

CAPTION

Approval of the purchase of five (5) 24 Yard Automated Side Loaders in the amount of \$491,122.98 and two (2) 20 Yard High Compaction Rear Loaders in the amount of \$116,195.17 from Heil of Texas through the H-GAC Cooperative Purchasing Program, and authorizing the City Manager or his designee to execute all necessary documents. (#RC08-06)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	1,770,000	1,770,000
Encumbered/Expended Amount	0	0	-843,030	-843,030
This Item	0	0	-607,318	-607,318
BALANCE	0	0	319,652	316,652

FUND(S): EQUIPMENT REPLACEMENT FUND (071)

COMMENTS: This is an early order for the purchase of scheduled replacements included in the FY Budget appropriation. The balance of funds will be used for other rolling stock purchases.

STRATEGIC PLAN GOAL: Equipment replacement relates the City's goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services request the purchase of five (5) 24 Yard Automated Side Loaders (C04) and two (2) 20 Yard High Compaction Rear Loaders (B08) through the H-GAC Cooperative Purchasing Program, Contract #RC08-06 awarded to Heil of Texas. Due to the operational demands, these units are scheduled replacements per fiscal year 07/08 approved by Rod Hogan for early replacement for units 00910, 01900, 01905, 01907, 01909, 01911 and 30729 for Dept. 748/Environmental Waste Services.; Account: #071-8421.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 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. (Contract #RC08-06)

Total purchase price of all seven units including admin fees is \$607,318.15



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

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MEMORANDUM

Date: September 6, 2007
To: Steve Tillman, Senior Buyer
From: Gloria Marlow, Technical Coordinator
Subject: Request to purchase five (5) 24 Yard Automated Side Loaders (CO4) and two (2) 20 Yard High Compaction Rear Loaders (B08) through H-GAC Cooperative Purchasing Program, Contract #RC08-06, awarded to Heil of Texas.

	<u>Automated Side Loaders</u>	<u>Rear Loaders</u>
Base Price:	\$75,645.00 x 5 = \$378,225.00	\$43,167.00 x 2 = \$ 86,334.00
Published Options:	\$19,178.00 x 5 = \$ 95,890.00	\$12,347.00 x 2 = \$ 24,694.00
Unpublished Options:	\$ 1,950.00 x 5 = \$ 9,750.00	\$ 1,725.00 x 2 = \$ 3,450.00
H-GAC Admin Fee:	<u>\$ 7,257.98</u>	<u>\$ 1,717.17</u>
Total Purchase Price:	\$491,122.98	\$116,195.17
Total Budgeted Amount:	\$1,125,000.00	\$420,000.00

Note: The Automated Side Loaders are scheduled replacements for units 01905, 01907, 01909, 01911 & 30729 and the Rear Loaders are to replace units 01900 & 00910 for Dept 748/Environmental Waste Services and approved for early replacements by Rod Hogan for fiscal year 07/08 from Account #071-8421.

Please reference Requisition Order No: 904688.

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

Cc: Jimmy Foster
Karl Henry
Nancy Nevil
Robert Smouse
David Goodson
Diane Palmer
Mike Ryan
Stephen Teiper

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PRODUCT PRICING BASED ON CONTRACT

HGAC The following details MUST be provided with any purchase order from an End User to H-Gac.

5-17-07

Customer: CITY OF PLANO
 Product Description: HEIL RAPID RAIL 16YD. AUTOMATED SIDE LOADER

A: Base Price in Bid/Proposal Number RC 08 06 HGAC PRODUCT CODE CO4 \$ 75,645.00

B: Published Options (Itemize each item below)

UP CHARGE TO 24YD BODY	\$ 2,471.00	60-90 GA. GRABBERS	\$ 637.00
O.I.G.A.I. PUMP SYSTEM	\$ 2,122.00	CAMERA BRKT /DUAL FLOODS	\$ 485.00
JOYSTICK CONTROLS	\$ 910.00	SWIVEL MONITOR BRKT	\$ 152.00
REMOTE CONTROLS RH SEAT	\$ 910.00	MUDFLAPS AHEAD OF REAR TIRES	\$ 152.00
ARMREST FOR JOYSTICK	\$ 394.00	FENDERS FOR SINGLE AXLE	\$ 455.00
LIFT FEATHERING KIT	\$ 575.00	HD HOPPER OVERLAY	\$ 2,213.00
3RD EYE CAMERA SYSTEM W/LCD	\$ -	HYD OIL TANK HEATER	\$ 728.00
COLOR MONTOR, 4 CAMERAS	\$ 4,184.00	HOPPER COVER	\$ 819.00
ALL BODY LED LIGHTS	\$ -	HOPPER/LIFT WORK LIGHTS	\$ 334.00
		LED STROBES (4) IN TAILGATE	\$ 1,637.00

Subtotal Column 1: 11,566.00

Subtotal Column 2: \$ 7,612.00

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 19,178.00

C: Subtotal of A + B => \$ 94,823.00

D: Unpublished Options (Itemize each item below, Not to exceed ± 25% of (Unpublished = 2.00 %

CUSTOM BRUSH COVERS	\$ 450.00		
HUSCO SMOOTH SHIFT VALVES	\$ 1,500.00		
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -

Subtotal Column 1: \$ 1,950.00

Subtotal Column 2:

Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 1,950.00

E: Contract Pride Adjustment (If any, explain here) \$ -

F: Total of C + D ± E (Not including H-GAC Fee) => \$ 96,773.00

G: Quantity Ordered (Units x F) => # of Units 5 \$ 483,865.00

H: H-GAC Administrative Fee (From Fee Schedules, Table: 483,865.00 X 1.5% = 7257.98 \$ 7,257.98

I: Non-Equipment Charges & Credits (le: Ext. Warranty, Trade-In, Cost of Factory trips, etc.)

	\$ -
	\$ -

Subtotal of Non-Equipment Charges \$ -

J: TOTAL PURCHASE PRICE INCLUDING (G + H + I) => \$ 491,122.98

Heil of Texas
 300 S. Loop 12
 Irving TX. 75060
 972-438-6488

PLEASE Fax PO's
 to 972-438-5564 and
 713-993-4548

Trey Stamps
 tstamps@heiloftexas.com

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PRODUCT PRICING BASED ON CONTRACT

HGAC The following details MUST be provided with any purchase order from an End User to H-Gac.

5-17-07

Customer: CITY OF PLANO
 Product Description: HEIL PT COMMERCIAL 20 YD. HIGH COMPACTION REAR LOADER

A: Base Price in Bid/Proposal Number: RC 08 06 HGAC PRODUCT CODE: B08 \$ 43,167.00

B: Published Options (Itemize each item below)

FRONT MOUNT PUMP	\$ 3,183.00	MUDFLAPS AHEAD OF REAR TIRES	\$ 152.00
ONE YEAR EXTENDED WARRANTY	\$ 758.00	500 WATT OIL TANK HEATER	\$ 728.00
ALL LED BODY LIGHTS PLUS		BEEPER KIT	\$ 375.00
LED STROBES (4) IN TAILGATE	\$ 1,637.00	IN BODY HYDRAULIC TANK	\$ 725.00
SIDE ACCESS DOOR	\$ 546.00	STEEL SURCHARGE	\$ 1,666.00
		3RD EYE REAR VISION CAMERA	
	\$ -	SYSTEM W/ COLOR LCD MONITOR	\$ 2,577.00
			\$ -
	\$ -		\$ -
Subtotal Column 1:	\$ <u>6,124.00</u>	Subtotal Column 2:	\$ <u>6,223.00</u>

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 12,347.00

C: Subtotal of A + B => \$ 55,514.00

D: Unpublished Options (Itemize each item below, Not to exceed ± 25% of C) Unpublished = 4.00 %

CUSTOM BRUSH COVERS	\$ 450.00		
HOPPER LIP REINFORCEMENT	\$ 375.00		
DESTINATION CHARGE	\$ 900.00		
	\$ -		
	\$ -		
Subtotal Column 1:	\$ <u>1,725.00</u>	Subtotal Column 2:	

Unpublished Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 1,725.00

E: Contract Price Adjustment (If any, explain here) \$ - \$ -

F: Total of C + D ± E (Not including H-GAC Fee) => \$ 57,239.00

G: Quantity Ordered (Units x F) => # of Units 2 \$ 114,478.00

H: H-GAC Administrative Fee (From Fee Schedules, Table: 1.5% X 114478 = 1717.17) \$ 1,717.17

I: Non-Equipment Charges & Credits (ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.)
 \$ -
 \$ -

Subtotal of Non-Equipment Charges \$ -

J: TOTAL PURCHASE PRICE INCLUDING (G + H + I) => \$ 116,195.17

Heil of Texas
 300 S. Loop 12
 Irving TX. 75060
 972-438-6488

PLEASE Fax PO's
 to 972-438-5564 and
 713-993-4548

Trey Stamps
 tstamps@heiloftexas.com

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CITY OF PLANO

09/11/07

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P.O. Number 904688 OR

Cost Center 071

Supplier HEIL OF TEXAS
300 SOUTH LOOP 12
IRVING TX 75060

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

Ordered 09/11/07 Freight
Requested 09/11/07 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
24-YARD AUTOMATED SIDE LOADERS	5	EA	75,645.0000	378,225.00	09/11/07
H-GAC CONTRACT RC08-06 REQUEST TO PURCHASE FIVE (5) 24-YARD AUTOMATED SIDE LOADERS (CO4) AND TWO (2) TWENTY (20) YARD HIGH COMPACTION REAR LOADERS (B08) THROUGH H-GAC COOPERATIVE PURCHASING PROGRAM, CONTRACT #RC08-06. AWARDED TO HEIL OF TEXAS. TOTAL BUDGETED AMOUNT \$1,125,000.00 FOR THE AUTOMATED SIDE LOADERS. TOTAL BUDGETED AMOUNT \$420,000.00 FOR REAR LOADERS. NOTE: THE AUTOMATED SIDE LOADERS ARE SCHEDULED REPLACEMENTS FOR UNITS 01905, 01907, 01909, 01911 AND 30729. THE REAR LOADERS ARE TO REPLACE UNITS 01900 AND 00910. DEPT. 748/ ENVIRONMENTAL WASTE SERVICES. APPROVED FOR EARLY REPLACEMENTS BY ROD HOGAN, EXECUTIVE DIRECTOR, FOR FY 07/08 FROM ACCOUNT 071.8421. REQUISITION REQUESTED BY FLEET & EQUIPMENT SERVICES; GLORIA MARLOW.					
PUBLISHED OPTIONS	5	EA	2,471.0000	12,355.00	09/11/07
UP CHARGE TO 24 YD BODY					
PUBLISHED OPTIONS	5	EA	2,122.0000	10,610.00	09/11/07
O.I.G.A.I. PUMP SYSTEM					

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CITY OF PLANO

09/11/07

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Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	904688 Request Date	OR
PUBLISHED OPTIONS JOYSTICK CONTROLS	5	EA	910.0000	4,550.00	09/11/07	
PUBLISHED OPTIONS REMOTE CONTROLS RH SEAT	5	EA	910.0000	4,550.00	09/11/07	
PUBLISHED OPTIONS ARMREST FOR JOYSTICK	5	EA	394.0000	1,970.00	09/11/07	
PUBLISHED OPTIONS LIFT FEATHERING KIT	5	EA	575.0000	2,875.00	09/11/07	
PUBLISHED OPTIONS CAMERA SYSTEM THIRD (3RD) EYE CAMERA SYSTEM W/LCD COLOR MONITOR, FOUR (4) CAMERAS.	5	EA	4,184.0000	20,920.00	09/11/07	
PUBLISHED OPTIONS ALL BODY LED LIGHTS 60-90 GA. ALL BODY LED LIGHTS 60-90 GA. GRABBERS.	5	EA	637.0000	3,185.00	09/11/07	
PUBLISHED OPTIONS CAMERA BRKT/DUAL FLOODS	5	EA	485.0000	2,425.00	09/11/07	
PUBLISHED OPTIONS SWIVEL MONITOR BRKT	5	EA	152.0000	760.00	09/11/07	
PUBLISHED OPTIONS MUDFLAPS AHEAD OF REAR TIRES	5	EA	152.0000	760.00	09/11/07	
PUBLISHED OPTIONS FENDERS FOR SINGLE AXLE	5	EA	455.0000	2,275.00	09/11/07	
PUBLISHED OPTIONS HD HOPPER OVERLAY	5	EA	2,213.0000	11,065.00	09/11/07	
PUBLISHED OPTIONS HYD OIL TANK HEATER	5	EA	728.0000	3,640.00	09/11/07	

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CITY OF PLANO

09/11/07

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Description	Ordered	UOM	Unit Price	P.O. Number Extended Price	904688 Request Date	OR
PUBLISHED OPTIONS HOPPER COVER	5	EA	819.0000	4,095.00	09/11/07	
PUBLISHED OPTIONS HOPPER/LIFT WORK LIGHTS	5	EA	334.0000	1,670.00	09/11/07	
PUBLISHED OPTIONS LED STROBES (4) IN TAILGATE	5	EA	1,637.0000	8,185.00	09/11/07	
UNPUBLISHED OPTIONS CUSTOM BRUSH COVERS	5	EA	450.0000	2,250.00	09/11/07	
UNPUBLISHED OPTIONS HUSCO SMOOTH SHIFT VALVES	5	EA	1,500.0000	7,500.00	09/11/07	
H-GAC ADMIN. FEE HGAC CONTRACT EM06-07		EA	.0000	7,257.96	09/11/07	
HIGH COMPACTION REAR LOADER 20 YARD TWO (2) HEIL PT COMMERCIAL TWENTY (20) YD. HIGH COMPACTION REAR LOADER.	2	EA	43,167.0000	86,334.00	09/11/07	
PUBLISHED OPTIONS FRONT MOUNT PUMP	2	EA	3,183.0000	6,366.00	09/11/07	
PUBLISHED OPTIONS ONE YEAR EXTENDED WARRANTY	2	EA	758.0000	1,516.00	09/11/07	
PUBLISHED OPTIONS ALL LED BODY LIGHTS PLUS ALL LED BODY LIGHTS PLUS LED STROBES (4) IN TAILGATE.	2	EA	1,637.0000	3,274.00	09/11/07	
PUBLISHED OPTIONS SIDE ACCESS DOOR	2	EA	546.0000	1,092.00	09/11/07	
PUBLISHED OPTIONS	2	EA	152.0000	304.00	09/11/07	

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CITY OF PLANO

09/11/07

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P.O. Number 904688 OR
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
MUDFLAPS AHEAD OF REAR TIRES					
PUBLISHED OPTIONS 500 WATT OIL TANK HEATER	2	EA	728.0000	1,456.00	09/11/07
PUBLISHED OPTIONS BEEPER KIT	2	EA	375.0000	750.00	09/11/07
PUBLISHED OPTIONS IN-BODY HYDRAULIC TANK	2	EA	725.0000	1,450.00	09/11/07
PUBLISHED OPTIONS STEEL SURCHARGE	2	EA	1,666.0000	3,332.00	09/11/07
PUBLISHED OPTIONS 3RD EYE REAR VISION CAMERA 3RD EYE REAR VISION CAMERA SYSTEM W/COLOR LCD MONITOR.	2	EA	2,577.0000	5,154.00	09/11/07
UNPUBLISHED OPTIONS CUSTOM BRUSH COVERS	2	EA	450.0000	900.00	09/11/07
UNPUBLISHED OPTIONS HOPPER LIP REINFORCEMENT	2	EA	375.0000	750.00	09/11/07
UNPUBLISHED OPTIONS DESTINATION CHARGE	2	EA	900.0000	1,800.00	09/11/07
H-GAC ADMIN. FEE CONTRACT #RC08-06		EA	.0000	1,717.17	09/11/07

Total Order

607,318.13

TermNet 30 Days

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/24/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Engineering	Initials	Date		
Department Head	Alan J. Upchurch	Executive Director	9/17/07		
Dept Signature:	<i>[Signature]</i>	City Manager	9/17/07		
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5626		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
To Mario Sinacola & Sons Excavating, Inc., increasing the contract by \$33,858.74, for Dominion Parkway Phase II – Headquarters to Hedgcoxe, Change Order No. 1, Bid No. 2006-208-B.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		6,130	1,994,000	0	2,000,130
Encumbered/Expended Amount		-6,130	-1,777,302	0	-1,783,432
This Item		0	-33,859	0	-33,859
BALANCE		0	182,839	0	182,839
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the Re-Estimated 2006-07 Street Improvement CIP. This change order, in the amount of \$33,859, will leave a current year balance of \$182,839 for the Dominion - Headquarters to Hedgcoxe project.					
STRATEGIC PLAN GOAL: Turn lane construction relates to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
This change order is for revising the scope of work to include the construction of a left-turn lane for Capital One on Dominion Parkway and for adjustment of quantities to reflect the actual work done in the field.					
Staff recommends approval of Change Order No. 1. The contract total will be \$2,115,000.88, which includes change orders of 1.63% of the original contract amount of \$2,081,142.14.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Change Order No. 1		N/A			
Location Map					

CHANGE ORDER NO. 1

**DOMINION PARKWAY PHASE II - HEADQUARTERS TO HEDGCOXE
PROJECT NO. 5626
PURCHASE ORDER NO. 103102
CIP NO. 33-31452
BID NO. 2006-208-B**

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 Dominion Parkway Phase II – Headquarters to Hedgcoxe Project, dated September 11, 2006.

B. DESCRIPTION OF CHANGE

The change order is for the addition of a left-turn lane for Capital One on Dominion Parkway and for adjustment of quantities to reflect the actual work done in the field.

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
6	Median Erosion Control	5,810.00	0.00	SY	\$0.50	-\$2,905.00
7	Rec. Curb Inlet Protection	150.00	151.00	EA	\$150.00	\$150.00
36	Hydrated Lime	264.00	351.85	TN	\$93.00	\$8,170.05
37	6' Lime Stabilized Subgrade	19,555.00	19,720.00	SY	\$1.65	\$272.25
38	7' 4200 PSI Reinf. Conc. Pavement turn lane	18,197.00	18,362.00	SY	\$23.00	\$3,795.00
43	Landscape Maintenance Ramp	5.00	6.00	EA	\$300.00	\$300.00
51	Concrete Pad for Relay	1.00	0.00	EA	\$1,000.00	-\$1,000.00
52	Concrete Pad for Transformer	1.00	0.00	EA	\$1,750.00	-\$1,750.00
53	Concrete Pad for Switchgear	1.00	0.00	EA	\$3,250.00	-\$3,250.00
	Bermuda Sod	0.00	4,100.00	SY	\$3.15	\$12,915.00
60	12' DR-18 C900 PVC Pipe	3,310.00	3,320.00	LF	\$39.16	\$391.60
62	6' DR-14 C900 PVC Pipe	64.00	162.00	LF	\$23.08	\$2,261.84
70	Trench Safety System	4,243.00	4,351.00	LF	\$1.00	\$108.00
	8' 45 deg. Vertical Bend	0.00	32.00	EA	\$300.00	\$9,600.00
	8' 22 1/2 deg. Vertical Bend	0.00	16.00	EA	\$300.00	\$4,800.00
	TOTAL:					\$33,858.74

Original Contract Amount	\$ 2,081,142.14
Contract Amount (Including Previous Change Orders)	\$ 2,081,142.14
Amount, Change Order No. 1	\$ 33,858.74
Revised Contract Amount	\$ 2,115,000.88
Total Percent Increase Including Previous Change Orders	1.63%

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 0 day(s) to this project:

Original Contract Time	<u>120 working days</u>
Amount (Including Previous Change Orders)	<u>120 working days</u>
Amount, Change Order No. 1	<u>0 working days</u>
Revised Contract Time	<u>120 working days</u>
Total Percent Increase Including Previous Change Orders	<u>0.00%</u>

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. 1 to the original contract between themselves, dated September 11, 2006.

CITY OF PLANO

**MARIO SINACOLA & SONS
 EXCAVATING, INC.**

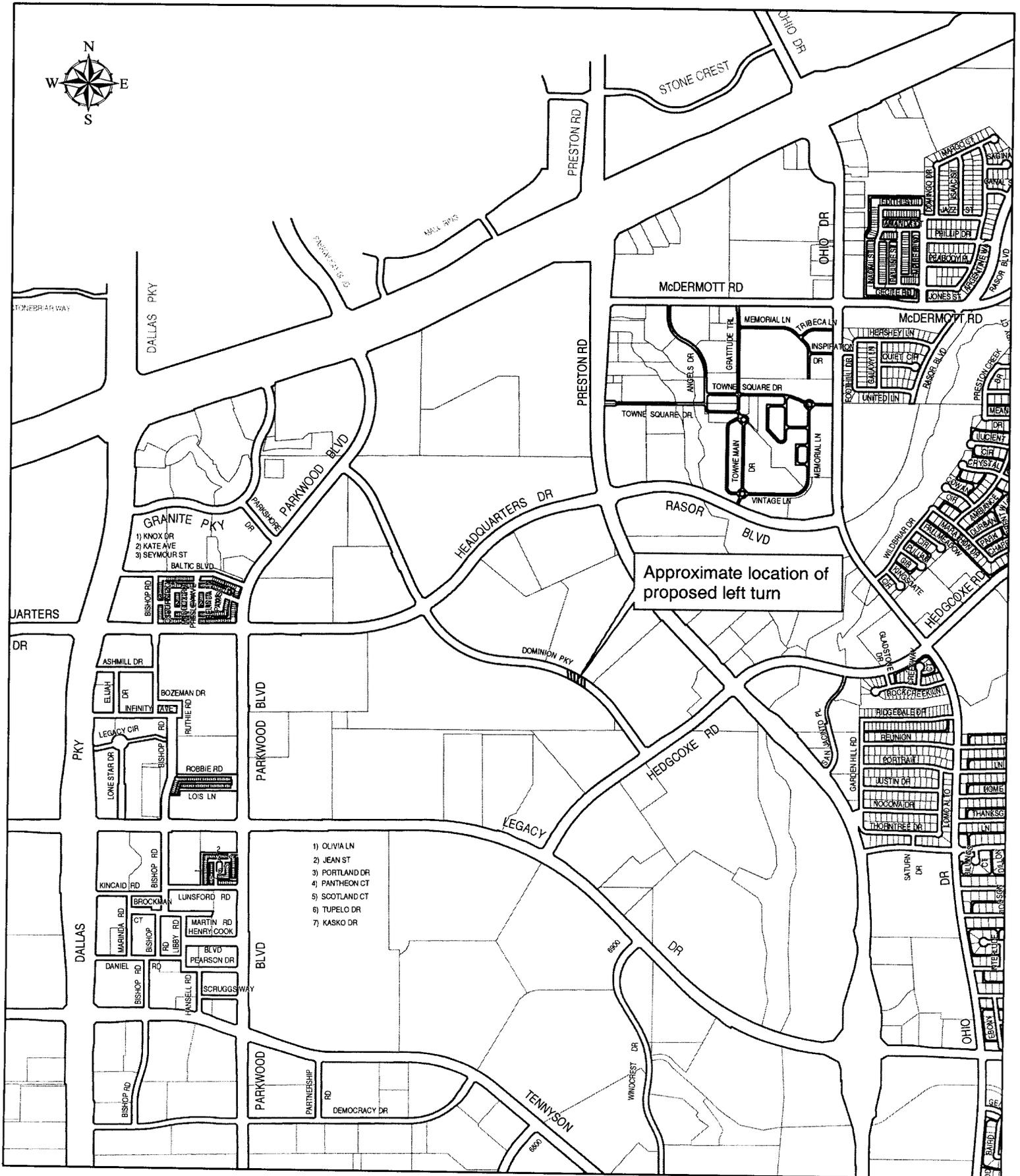
By: _____
(signature)
 Print Name: Thomas H. Muehlenbeck
 Print Title: City Manager
 Date: _____

By: _____
(signature)
 Print Name: _____
 Print Title: _____
 Date: _____

APPROVED AS TO FORM:

By: _____
 Diane C. Wetherbee, City Attorney

Dominion Parkway Left Turn Lane



- 1) KNOX DR
- 2) KATE AVE
- 3) SEYMOUR ST

- 1) OLIVIA LN
- 2) JEAN ST
- 3) PORTLAND DR
- 4) PANTHEON CT
- 5) SCOTLAND CT
- 6) TUPELO DR
- 7) KASKO DR

Approximate location of proposed left turn

LOCATION MAP

09/14/07
1-5



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/24/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Safety Communications	Executive Director	<i>[Signature]</i>	Date
Department Head	Ronald Timmons	City Manager	<i>[Signature]</i>	9.18.07
Dept Signature:	<i>[Signature]</i>	Agenda Coordinator (include phone #): Mark Theurer x7928		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal cooperation agreement by and between the City of Plano, Texas and the City of Lucas, Texas, under which the City of Plano will dispatch calls for emergency fire and emergency medical assistance for the City of Lucas; authorizing execution of the agreement by the City manager or, in his absence, an Executive Director; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	25,500
BALANCE		0	0	25,500
FUND(S): GENERAL FUND				
COMMENTS: Actual revenue is variable and is based on the population estimates for the City of Lucas as found in the annual NCTCOG population estimates. Estimated revenue to be received by the City of Plano from the City of Lucas totals \$25,500.				
STRATEGIC PLAN GOAL: The Emergency Medical Dispatch service agreement relates to the City's goal of "Service Excellence"				
SUMMARY OF ITEM				
Staff requests Council approval of an agreement between the City of Plano and the City of Lucas whereby the City of Plano Public Safety Communications department will provide calltaking and dispatching services for Fire and EMS calls for service for the Lucas Volunteer Fire Department.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Agreement, Exhibit "A"				

J-1

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 AND THE CITY OF LUCAS, TEXAS, UNDER WHICH THE CITY OF PLANO WILL DISPATCH CALLS FOR EMERGENCY FIRE AND EMERGENCY MEDICAL ASSISTANCE FOR THE CITY OF LUCAS; AUTHORIZING EXECUTION OF THE AGREEMENT 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 before it the proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas ("Plano"), and the City of Lucas, Texas ("Lucas"), attached hereto as Exhibit "A" and incorporated herein by reference, which provides the terms and conditions under which Plano will dispatch calls for emergency fire and medical assistance to Lucas (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all related matters, the City Council finds that the proposed Agreement provides for services that protect the health, safety, and welfare of residents, a valid public purpose of interest to each of the entities; and

WHEREAS, the City Council desires to approve the terms and conditions of the Agreement, and to authorize the City Manager or, in his absence, an Executive Director to execute the Agreement on behalf of the City of Plano;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RESOLVES THAT:

Section I. The City Council, after review of the terms and conditions of the Agreement, hereby approves the attached Interlocal Agreement for Dispatch Services for Lucas.

Section II. The City Council also authorizes the City Manager or, in his absence, an Executive Director to execute on behalf of the city of Plano the Agreement and all other documents in connection therewith.

Section III. This Resolution shall become effective the first day of October 2007.

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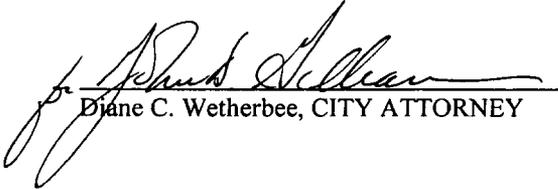
DULY PASSED AND APPROVED this the _____ day of _____
2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

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**AGREEMENT BETWEEN THE CITY OF PLANO AND THE CITY OF LUCAS FOR FIRE
AND EMERGENCY MEDICAL DISPATCH SERVICES**

This Agreement is made between the CITY OF PLANO, TEXAS, a municipal corporation (hereinafter referred to as "Plano"), and the CITY OF LUCAS, TEXAS, a general-law municipality (hereinafter referred to as "Lucas"), 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 and Lucas 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 will provide dispatch services as herein described to Lucas at a fee; and

WHEREAS, Plano and Lucas have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW THEREFORE, Plano and Lucas, 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 three (3) years, beginning on the 1st day of October, 2007, and ending on the 30th day of September, 2010, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Plano or Lucas, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September, 2010.

II. OBLIGATIONS OF PLANO

2.01 Upon transfer of fire and Emergency Medical Services (EMS) calls from the Collin County Sheriff's Office, Plano shall:

- (a) dispatch Lucas fire calls via radio and alpha-numeric pager, or in the event of radio malfunction, dispatch via any other method available; and
- (b) notify an EMS Provider designated by Lucas when necessary and appropriate.

III. OBLIGATIONS OF LUCAS

3.01 The primary Public Safety Answering Point (PSAP) for the City of Lucas shall be the Collin County Sheriff's Office (CCSO). CCSO shall transfer all fire and EMS calls to the Plano Public Safety Communications (PSC) Center. Lucas shall be responsible for maintaining a PSAP for all calls dispatched by Plano under this agreement and shall promptly notify Plano if the PSAP changes.

3.02 Lucas shall identify the phone lines and all equipment necessary to accommodate the transfer of calls from its primary PSAP to Plano PSC.

- 3.03 Lucas shall at all times provide Plano with current and accurate street maps of the entire City of Lucas, including all areas that are served by fire, medical and other emergency personnel. This shall be in ESRI Shapefile format as specified by Plano.
- 3.04 Lucas shall provide a current and accurate listing of all types of apparatus in its possession and shall provide current and accurate response information.
- 3.05 Lucas shall designate and identify its EMS Provider, and shall provide all information necessary for Plano to contact the Lucas EMS Provider. Such information shall always be kept current and accurate.
- 3.06 Lucas shall provide all other information that is unique to Lucas Fire Department operations, regardless of the type of information, and shall immediately notify Plano as to changes or modifications of all such information that is reasonably necessary for Plano to provide services under this Agreement.

IV. EMPLOYMENT RIGHTS NOT ABRIDGED

Employment rights of personnel assigned to either Plano or Lucas under this Agreement are not abridged by the other agency. Participation in this Agreement by Plano and Lucas shall not penalize personnel of either department nor shall it threaten their employment rights, promotional opportunities, training opportunities, or fringe benefits.

V. FEES

- 5.01 The fees to be paid for Fire and Emergency Medical Dispatch Services shall be assessed against Lucas. All fees due hereunder shall be paid from current revenues legally available to Lucas. Lucas agrees to pay Plano according to the following schedule:
 - (a) The annual fee for dispatch services shall be based upon the estimated population for Lucas as identified by the annual Population Estimates published by the North Texas Central Council of Governments (NCTGOC).
 - (b) The fees for dispatching services shall be \$5.00 per Lucas resident per year.
 - (c) Fees shall be calculated based upon the most recently available NCTCOG Population Estimates.

VI. 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 ending September 20, 2010, Lucas agrees to pay Plano the Annual Fees under Article IV within thirty (30) days of the receipt of the invoice.

VII. TERMINATION

- 7.01 This agreement may be terminated as specified below upon the occurrence of any of the following:
 - (a) Either party may terminate this Agreement at any time by giving ninety (90) days advance written notice. Lucas shall pay for all fees incurred through the effective date of termination.

- (b) In the event of any default of any term, this Agreement may be terminated at either party's discretion if the default is not cured within ten (10) days of receipt of written notice identifying the reason for such default.

VIII. 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, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney 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.

IX. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall it 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 or 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.

X. ASSIGNMENT AND SUBLETTING

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

XI. ENTIRE AGREEMENT

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

XII. 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
PO Box 860358
Plano, TX 75086-0358
972-941-7931

Lucas Representative:
CITY OF LUCAS
City Administrator
151 Country Club Road
Lucas, TX 75002
972-727-8999

XIII. 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.

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XIV. 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 contract 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 occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XV. 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.

XVI. 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 either party.

XVII. 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 instance of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII. 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 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 LUCAS, TEXAS

DATE _____

BY: _____
CITY ADMINISTRATOR

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Thomas H. Muehlenbeck, CITY MANAGER

j-7

ACKNOWLEDGEMENTS

STATE OF TEXAS

§

COUNTY OF COLLIN

§

§

This instrument was acknowledged before me on the ___ day of _____ 2007,
by _____, **MAYOR** for the city of **CITY OF LUCAS, TEXAS**, a general law
municipality, 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 _____ 2007,
by **THOMAS H. MUEHLENBECK, CITY MANAGER** for the city of **CITY OF PLANO, TEXAS**, a
home-rule municipal corporation, on behalf of such municipal corporation.

Notary Public, State of Texas

j-8



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/24/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Public Safety Communications	Initials	Date		
Department Head	Ronald Timmons	Executive Director	9.18.07		
Dept Signature:	<i>Sum Carr</i>	City Manager			
Agenda Coordinator (include phone #): Mark Theurer x7928					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal cooperation agreement by and between the City of Plano, Texas and the City of Parker, Texas, under which the City of Plano will dispatch calls for emergency fire and emergency medical assistance for the City of Parker; authorizing execution of the agreement by the City manager or, in his absence, an Executive Director; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	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	0	16,500	16,500
BALANCE		0	0	16,500	16,500
FUND(S): GENERAL FUND					
COMMENTS: Actual revenue is variable and is based on the population estimates for the City of Parker as found in the annual NCTCOG population estimates. Estimated revenue to be received by the City of Plano from the City of Parker totals \$16,500.					
STRATEGIC PLAN GOAL: The Emergency Medical Dispatch service agreement relates to the City's goal of "Service Excellence"					
SUMMARY OF ITEM					
Staff requests Council approval of an agreement between the City of Plano and the City of Parker whereby the City of Plano Public Safety Communications department will provide calltaking and dispatching services for Fire and EMS calls for service for the Parker Volunteer Fire Department.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Agreement, Exhibit "A"					

k-1

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 AND THE CITY OF PARKER, TEXAS, UNDER WHICH THE CITY OF PLANO WILL DISPATCH CALLS FOR EMERGENCY FIRE AND EMERGENCY MEDICAL ASSISTANCE FOR THE CITY OF PARKER; AUTHORIZING EXECUTION OF THE AGREEMENT 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 before it the proposed Interlocal Cooperation Agreement by and between the City of Plano, Texas ("Plano"), and the City of Parker, Texas ("Parker"), attached hereto as Exhibit "A" and incorporated herein by reference, which provides the terms and conditions under which Plano will dispatch calls for emergency fire and medical assistance to Parker (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all related matters, the City Council finds that the proposed Agreement provides for services that protect the health, safety, and welfare of residents, a valid public purpose of interest to each of the entities; and

WHEREAS, the City Council desires to approve the terms and conditions of the Agreement, and to authorize the City Manager or, in his absence, an Executive Director to execute the Agreement on behalf of the City of Plano;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RESOLVES THAT:

Section I. The City Council, after review of the terms and conditions of the Agreement, hereby approves the attached Interlocal Agreement for Dispatch Services for Parker.

Section II. The City Council also authorizes the City Manager or, in his absence, an Executive Director to execute on behalf of the city of Plano the Agreement and all other documents in connection therewith.

Section III. This Resolution shall become effective the first day of October 2007.

K-2

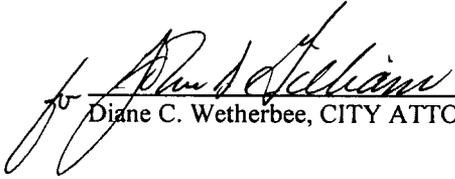
DULY PASSED AND APPROVED this the _____ day of _____
2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

K-3

**AGREEMENT BETWEEN THE CITY OF PLANO AND THE CITY OF PARKER FOR FIRE
AND EMERGENCY MEDICAL DISPATCH SERVICES**

This Agreement is made between the CITY OF PLANO, TEXAS, a municipal corporation (hereinafter referred to as "Plano"), and the CITY OF PARKER, TEXAS, a general-law municipality (hereinafter referred to as "Parker"), 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 and Parker 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 will provide dispatch services as herein described to Parker at a fee; and

WHEREAS, Plano and Parker have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW THEREFORE, Plano and Parker, 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 three (3) years, beginning on the 1st day of October, 2007, and ending on the 30th day of September, 2010, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Plano or Parker, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September, 2010.

II. OBLIGATIONS OF PLANO

- 2.01 Upon transfer of fire and Emergency Medical Services (EMS) calls from the Collin County Sheriff's Office, Plano shall:
- (a) dispatch Parker fire calls via radio and alpha-numeric pager, or in the event of radio malfunction, dispatch via any other method available; and
 - (b) provide pre-arrival EMS instructions when necessary and appropriate, and notify an EMS Provider designated by Parker when necessary and appropriate.

III. OBLIGATIONS OF PARKER

- 3.01 The primary Public Safety Answering Point (PSAP) for the City of Parker shall be the Collin County Sheriff's Office (CCSO). CCSO shall transfer all fire and EMS calls to the Plano Public Safety Communications (PSC) Center. Parker shall be responsible for maintaining a PSAP for all calls dispatched by Plano under this agreement and shall promptly notify Plano if the PSAP changes.
- 3.02 Parker shall identify the phone lines and all equipment necessary to accommodate the transfer of calls from its primary PSAP to Plano PSC.

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- 3.03 Parker shall at all times provide Plano with current and accurate street maps of the entire City of Parker, including all areas that are served by fire, medical and other emergency personnel. This shall be in ESRI Shapefile format as specified by Plano.
- 3.04 Parker shall provide a current and accurate listing of all types of apparatus in its possession and shall provide current and accurate response information.
- 3.05 Parker shall designate and identify its EMS Provider, and shall provide all information necessary for Plano to contact the Parker EMS Provider. Such information shall always be kept current and accurate.
- 3.06 Parker shall provide all other information that is unique to Parker Fire Department operations, regardless of the type of information, and shall immediately notify Plano as to changes or modifications of all such information that is reasonably necessary for Plano to provide services under this Agreement.

IV. EMPLOYMENT RIGHTS NOT ABRIDGED

Employment rights of personnel assigned to either Plano or Parker under this Agreement are not abridged by the other agency. Participation in this Agreement by Plano and Parker shall not penalize personnel of either department nor shall it threaten their employment rights, promotional opportunities, training opportunities, or fringe benefits.

V. FEES

- 5.01 The fees to be paid for Fire and Emergency Medical Dispatch Services shall be assessed against Parker. All fees due hereunder shall be paid from current revenues legally available to Parker. Parker agrees to pay Plano according to the following schedule:
 - (a) The annual fee for dispatch services shall be based upon the estimated population for Parker as identified by the annual Population Estimates published by the North Texas Central Council of Governments (NCTGOC).
 - (b) The fees for dispatching services shall be \$5.00 per Parker resident per year.
 - (c) Fees shall be calculated based upon the most recently available NCTCOG Population Estimates.

VI. 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 ending September 20, 2010, Parker agrees to pay Plano the Annual Fees under Article IV within thirty (30) days of the receipt of the invoice.

VII. TERMINATION

- 7.01 This agreement may be terminated as specified below upon the occurrence of any of the following:
 - (a) Either party may terminate this Agreement at any time by giving ninety (90) days advance written notice. Parker shall pay for all fees incurred through the effective date of termination.

- (b) In the event of any default of any term, this Agreement may be terminated at either party's discretion if the default is not cured within ten (10) days of receipt of written notice identifying the reason for such default.

VIII. 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, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorney 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.

IX. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall it 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 or 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.

X. ASSIGNMENT AND SUBLETTING

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

XI. ENTIRE AGREEMENT

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

XII. 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
PO Box 860358
Plano, TX 75086-0358
972-941-7931

Parker Representative:

CITY OF PARKER
City Administrator
5700 East Parker Road
Parker, TX 75002
972-442-6811

XIII. 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.

XIV. 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 contract 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 occurrence of such event, either party may terminate this Agreement by giving the other party thirty (30) days written notice.

XV. 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.

XVI. 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 either party.

XVII. 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 instance of forbearance by either party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII. 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 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 PARKER, TEXAS

DATE _____

BY: _____
Jerry Tartaglino, MAYOR

CITY OF PLANO, TEXAS

DATE _____

BY: _____
Thomas H. Muehlenbeck, CITY MANAGER

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/24/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Safety Communications		<i>[Signature]</i>	Date
Department Head	Ronald Timmons	Executive Director	<i>[Signature]</i>	9.18.07
Dept Signature:	<i>Susan Carr</i>	City Manager		
Agenda Coordinator (include phone #): Mark Theurer x7928				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal cooperation agreement by and between the City of Plano, Texas and the City of Lucas, Texas for the City of Lucas' use of the Trunked Radio System owned by the Cities of Allen, Frisco, and Plano; authorizing execution of the agreement by the City Manager or, in his absence, an Executive Director; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	12,293
BALANCE		0	0	12,293
FUND(S): INTERLOCAL RADIO FUND				
COMMENTS: Revenue from this agreement will be split between Allen, Frisco, and Plano with Allen and Frisco each receiving a 1/6th share and Plano receiving a 2/3rd share of the revenue. Total amount to be received by the City of Plano from the City of Lucas will be \$12,293.				
STRATEGIC PLAN GOAL: This agreement for use of the 800 Mhz Trunked Radio Communication System relates to the City's goal of "Service Excellence"				
SUMMARY OF ITEM				
Staff requests Council approval of an agreement between the Cities of Allen, Frisco, Plano and the City of Lucas whereby the City of Lucas would be permitted use of the 800 MHz Trunked Radio Communications System that is jointly owned by the Cities of Allen, Frisco, and Plano.				
List of Supporting Documents: Agreement, Exhibit "A"		Other Departments, Boards, Commissions or Agencies		

L-1

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 AND THE CITY OF LUCAS, TEXAS FOR THE CITY OF LUCAS' USE OF THE TRUNKED RADIO SYSTEM OWNED BY THE CITIES OF ALLEN, FRISCO, AND PLANO; AUTHORIZING EXECUTION OF THE AGREEMENT 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 before it the proposed Interlocal Cooperation Agreement by and between the Cities of Allen, Frisco, and Plano, Texas, and the City of Lucas attached hereto as Exhibit "A", providing terms and conditions for the use of the Cities of Plano, Allen and Frisco's trunked radio system by the City of Lucas; and

WHEREAS, the proposed Agreement serves a valid public purpose of interest to the City in that the use of the radio system allows emergency personnel to communicate thereby protecting the health, safety and welfare of residents; 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 of the Agreement should be approved, and that the City Manager or, in his absence, an Executive Director to execute the Agreement on behalf of the City of Plano;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RESOLVES THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano, 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 the first day of October 2007.

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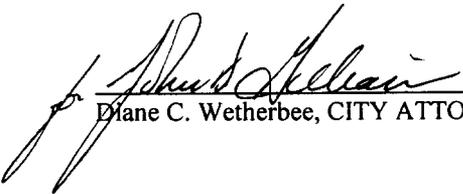
2007. **DULY PASSED AND APPROVED** this the _____ day of _____

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

L-3

AGREEMENT BETWEEN THE CITIES OF ALLEN, FRISCO, PLANO AND THE CITY OF LUCAS FOR THE USE OF THE ALLEN, FRISCO, AND PLANO 800 MHz TRUNKED RADIO COMMUNICATIONS SYSTEM

The CITIES OF PLANO, TEXAS, ALLEN, TEXAS, AND FRISCO, TEXAS, all municipal corporations, (hereinafter referred to as "Cities") and the CITY OF LUCAS, TEXAS, a general-law municipality (hereinafter referred to as "Lucas"), agree as follows:

WHEREAS, the Cities and Lucas are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Interlocal Cooperation Act under Chapter 791 of the Texas Government Code (the "Act") provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the cities of Allen, Frisco, and Plano jointly own, operate, and maintain an 800 MHz trunked communications system exclusive of the radios owned individually by each city (hereinafter referred to as "System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Lucas wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, Lucas and the Cities have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, the Cities and Lucas, 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 three (3) years, beginning on the 1st day of October, 2007, and ending on the 30th day of September, 2010, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Plano or Lucas, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September, 2010.

II. OBLIGATIONS OF LUCAS

2.01 Lucas shall use the System in accordance with this Agreement to provide integration of communications by Lucas between its users on the System for governmental operations.

2.02 When using the System, Lucas shall abide by all applicable federal and state laws and regulations, including any regulations of the Allen, Frisco, and Plano Radio System. When Lucas uses the System for interoperability with Talkgroups other than those provided for by this Agreement, Lucas will also abide by the user rules of those Talkgroups.

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2.03 Lucas must provide a written request to the System Manager to activate radios on the System. Such request must include the model and serial number of the radio, the name of the user, and identifying Talkgroups required in the radio.

2.04 Lucas is responsible for furnishing all its radios, which are compatible with the 800 MHz SmartNet Trunking system, and for the maintenance of the same.

III. OBLIGATIONS OF CITIES

3.01 The Cities will lease to Lucas four (4) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of Lucas. Talkgroups will be established for Lucas by Plano.

3.02 The Plano System Manager will not activate radios on Lucas Talkgroups nor make changes to Lucas radios without first receiving authorization from the designated representative of Lucas, unless in the opinion of Plano, such action is necessary to eliminate harmful interference.

3.03 Plano is also responsible for:

- (1) Coordinating Talkgroups into announcement groups;
- (2) Grouping of Talkgroups to allow transmitting and receiving on all associated Talkgroups (Announcement group), as required by Lucas;
- (3) The operation, maintenance, and control of the System.

IV. FEES

The fees assessed against Lucas and due annually for services and use of the System are as follows:

(1) *Lease radio airtime (per radio, per month)	\$8.56
(2) Lease Talkgroup (per Talkgroup, per month)	\$62.97
(3) Contract services (per month)	\$96.30

*Includes Two Announcement Groups

None of the charges listed above include the cost of maintenance of mobiles, portables, or control stations/points.

The Cities may increase these fees at the beginning of each renewal period by an amount not to exceed seven percent (7%) of the previous year's fees. The Cities will provide 120 days notice to Lucas before increasing the fees.

Total Fees for Annual Service

The Cities will calculate the annual fee due based upon seventy-nine (79) current radio units in service and four (4) Talkgroups. This amount is subject to change when Lucas adds or deletes the number of radios and/or Talkgroups in service. Lucas must notify Allen, Frisco, and Plano in writing of any addition or deletion of radios and/or Talkgroups.

V. PAYMENT DUE

Lucas agrees to pay the Cities the annual fees specified under Article IV. within thirty (30) days of the receipt of the invoice. Should Lucas add radios or Talkgroups to the service within a term, Lucas agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

VI. TERMINATION

6.01 Termination of this Agreement may occur by any of the following:

- (1) Either party may terminate this Agreement at any time by giving ninety (90) days advance written notice. Lucas shall pay for all fees incurred through the effective date of termination.
- (2) If the Cities permanently discontinue the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice.
- (3) In the event of any default of any term, either party may forfeit this Agreement at its discretion if the default is not cured within ten (10) days of written notice.

VII. RELEASE AND HOLD HARMLESS

Each party does hereby agree to waive all claims against, release, and 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 of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party is responsible for its proportionate share of liability.

VIII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, its sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement 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.

IX. ASSIGNMENT

Lucas agrees to retain control and to give full attention to the fulfillment of this Agreement; Lucas cannot assign or sublet this Agreement without the prior written consent of a majority of the Cities. Further, Lucas cannot sublet any part or feature of the work to anyone objectionable to the Cities. Lucas also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve Lucas from its full obligations to the Cities as provided by this Agreement.

X. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Cities and Lucas, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by Lucas and the Cities, except that

execution of an amendment for assignment or subletting only requires the signature of a majority of the Cities.

XI. 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:

Lucas Representative:

Linda Shoup
City Administrator
City of Lucas
151 Country Club Road
Lucas, TX 75002
(972) 727-0091

Plano Representative:

Director
Public Safety Communications
City of Plano
P.O. Box 860358
Plano, TX 75086-0358
(972) 941-7931

Allen Representative:

Police Chief
City of Allen
305 W. McDermott
Allen, Texas 75013
(972) 727-0201

Frisco Representative:

Police Chief
City of Frisco
8750 McKinney Road
Frisco, Texas 75034
(972) 335-5502

XII. 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. Cities have executed this Agreement pursuant to duly authorized action of the City Council of Plano on _____, 200__, the City of Allen on _____, 200__, and the City of Frisco on _____, 200__. Lucas has executed this Agreement pursuant to duly authorized City Council Resolution No. _____, dated _____, 200__.

XIII. 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.

XIV. VENUE

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

XV. INTERPRETATION OF AGREEMENT

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

XVI. 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.

XVII. 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 LUCAS, TEXAS

BY: _____
Charles Fenner
City Administrator

APPROVED AS TO FORM:

_____, City Attorney

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

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CITY OF ALLEN, TEXAS

BY: _____
Peter H. Vargas, City Manager

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

CITY OF FRISCO, TEXAS

BY: _____
George A. Purefoy, City Manager

APPROVED AS TO FORM:

Richard Abernathy, City Attorney

ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 200__, by **CHARLES FENNER**, City Administrator of the **CITY OF LUCAS, TEXAS**, a general-law municipality, 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 _____, 200__ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 200__ by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a _____, on behalf of such _____.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 200__ by **GEORGE A. PUREFOY**, City Manager of the **CITY OF FRISCO, TEXAS**, a _____, on behalf of such _____.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/24/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Safety Communications		Initials	Date	
Department Head	Ronald Timmons	Executive Director			
Dept Signature:	<i>Susan Carr</i>	City Manager			
Agenda Coordinator (include phone #): Mark Theurer x7928					

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 and the City of Parker, Texas for the City of Parker's use of the Trunked Radio System owned by the Cities of Allen, Frisco, and Plano; authorizing execution of the agreement 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	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	8,316	8,316
BALANCE	0	0	8,316	8,316

FUND(S): INTERLOCAL RADIO FUND

COMMENTS: Revenue from this agreement will be split between Allen, Frisco, and Plano with Allen and Frisco each receiving a 1/6th share and Plano receiving a 2/3rd share of the revenue. Total amount to be received by the City of Plano from the City of Parker will be \$8,316.

STRATEGIC PLAN GOAL: This agreement for use of the 800 Mhz Trunked Radio Communication System relates to the City's goal of "Service Excellence"

SUMMARY OF ITEM

Staff requests Council approval of an agreement between the Cities of Allen, Frisco, Plano and the City of Parker whereby the City of Parker would be permitted use of the 800 MHz Trunked Radio Communications System that is jointly owned by the Cities of Allen, Frisco, and Plano.

List of Supporting Documents:
Agreement, Exhibit "A"

Other Departments, Boards, Commissions or Agencies

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 AND THE CITY OF PARKER, TEXAS FOR THE CITY OF PARKER'S USE OF THE TRUNKED RADIO SYSTEM OWNED BY THE CITIES OF ALLEN, FRISCO, AND PLANO; AUTHORIZING EXECUTION OF THE AGREEMENT 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 before it the proposed Interlocal Cooperation Agreement by and between the Cities of Allen, Frisco, and Plano, Texas, and the City of Parker attached hereto as Exhibit "A", providing terms and conditions for the use of the Cities of Plano, Allen and Frisco's trunked radio system by the City of Parker; and

WHEREAS, the proposed Agreement serves a valid public purpose of interest to the City in that the use of the radio system allows emergency personnel to communicate thereby protecting the health, safety and welfare of residents; 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 of the Agreement should be approved, and that the City Manager or, in his absence, an Executive Director to execute the Agreement on behalf of the City of Plano;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, RESOLVES THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano, 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 the first day of October 2007.

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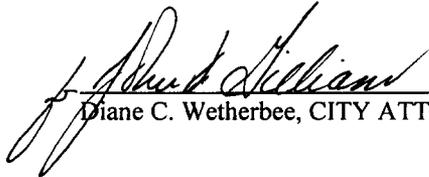
DULY PASSED AND APPROVED this the _____ day of _____
2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

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**AGREEMENT BETWEEN THE CITIES OF ALLEN, FRISCO, PLANO AND THE CITY OF
PARKER FOR THE USE OF THE ALLEN, FRISCO, AND PLANO 800 MHz TRUNKED RADIO
COMMUNICATIONS SYSTEM**

The **CITIES OF PLANO, TEXAS, ALLEN, TEXAS, AND FRISCO, TEXAS**, all municipal corporations, (hereinafter referred to as "Cities") and the **CITY OF PARKER, TEXAS**, a general-law municipality (hereinafter referred to as "Parker"), agree as follows:

WHEREAS, the Cities and Parker are political subdivisions within the State of Texas, each of which engages in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Interlocal Cooperation Act under Chapter 791 of the Texas Government Code (the "Act") provides authority for local governments of the State of Texas to enter into Interlocal agreements with each other regarding governmental functions and services as set forth in the Act; and

WHEREAS, the cities of Allen, Frisco, and Plano jointly own, operate, and maintain an 800 MHz trunked communications system exclusive of the radios owned individually by each city (hereinafter referred to as "System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Parker wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, Parker and the Cities have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, the Cities and Parker, 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 three (3) years, beginning on the 1st day of October, 2007, and ending on the 30th day of September, 2010, unless terminated earlier by either party in accordance with the terms of this Agreement. Unless terminated by either Plano or Parker, as set forth hereafter, this agreement shall automatically renew yearly without further action until its automatic termination on the 30th day of September, 2010.

II. OBLIGATIONS OF PARKER

2.01 Parker shall use the System in accordance with this Agreement to provide integration of communications by Parker between its users on the System for governmental operations.

2.02 When using the System, Parker shall abide by all applicable federal and state laws and regulations, including any regulations of the Allen, Frisco, and Plano Radio System. When Parker uses the System for interoperability with Talkgroups other than those provided for by this Agreement, Parker will also abide by the user rules of those Talkgroups.

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2.03 Parker must provide a written request to the System Manager to activate radios on the System. Such request must include the model and serial number of the radio, the name of the user, and identifying Talkgroups required in the radio.

2.04 Parker is responsible for furnishing all its radios, which are compatible with the 800 MHz SmartNet Trunking system, and for the maintenance of the same.

III. OBLIGATIONS OF CITIES

3.01 The Cities will lease to Parker two (2) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as "Talkgroup"), comparable to a channel on a conventional radio system, for the exclusive use of Parker. Talkgroups will be established for Parker by Plano.

3.02 The Plano System Manager will not activate radios on Parker Talkgroups nor make changes to Parker radios without first receiving authorization from the designated representative of Parker, unless in the opinion of Plano, such action is necessary to eliminate harmful interference.

3.03 Plano is also responsible for:

- (1) Coordinating Talkgroups into announcement groups;
- (2) Grouping of Talkgroups to allow transmitting and receiving on all associated Talkgroups (Announcement group), as required by Parker;
- (3) The operation, maintenance, and control of the System.

IV. FEES

The fees assessed against Parker and due annually for services and use of the System are as follows:

(1) *Lease radio airtime (per radio, per month)	\$8.56
(2) Lease Talkgroup (per Talkgroup, per month)	\$62.97
(3) Contract services (per month)	\$96.30

*Includes Two Announcement Groups

None of the charges listed above include the cost of maintenance of mobiles, portables, or control stations/points.

The Cities may increase these fees at the beginning of each renewal period by an amount not to exceed seven percent (7%) of the previous year's fees. The Cities will provide 120 days notice to Parker before increasing the fees.

Total Fees for Annual Service

The Cities will calculate the annual fee due based upon fifty-five (55) current radio units in service and two (2) Talkgroups. This amount is subject to change when Parker adds or deletes the number of radios and/or Talkgroups in service. Parker must notify Allen, Frisco, and Plano in writing of any addition or deletion of radios and/or Talkgroups.

V. PAYMENT DUE

Parker agrees to pay the Cities the annual fees specified under Article IV. within thirty (30) days of the receipt of the invoice. Should Parker add radios or Talkgroups to the service within a term, Parker agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

VI. TERMINATION

6.01 Termination of this Agreement may occur by any of the following:

- (1) Either party may terminate this Agreement at any time by giving ninety (90) days advance written notice. Parker shall pay for all fees incurred through the effective date of termination.
- (2) If the Cities permanently discontinue the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice.
- (3) In the event of any default of any term, either party may forfeit this Agreement at its discretion if the default is not cured within ten (10) days of written notice.

VII. RELEASE AND HOLD HARMLESS

Each party does hereby agree to waive all claims against, release, and 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 of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement. In the event that a claim is filed, each party is responsible for its proportionate share of liability.

VIII. IMMUNITY

In the execution of this Agreement, none of the parties waive, nor shall be deemed hereby to have waived, its sovereign immunity or any legal or equitable defense to any form of liability. The parties by entering into this Agreement 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.

IX. ASSIGNMENT

Parker agrees to retain control and to give full attention to the fulfillment of this Agreement; Parker cannot assign or sublet this Agreement without the prior written consent of a majority of the Cities. Further, Parker cannot sublet any part or feature of the work to anyone objectionable to the Cities. Parker also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve Parker from its full obligations to the Cities as provided by this Agreement.

X. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Cities and Parker, and supersedes all prior negotiations, representations and/or agreements, either written or oral. The parties may amend this Agreement only by written instrument signed by Parker and the Cities, except that

execution of an amendment for assignment or subletting only requires the signature of a majority of the Cities.

XI. 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:

Parker Representative:

City Administrator
City of Parker
5700 East Parker Road
Parker, TX 75002
(972) 442-6811

Allen Representative:

Police Chief
City of Allen
305 W. McDermott
Allen, Texas 75013
(972) 727-0201

Plano Representative:

Director
Public Safety Communications
City of Plano
P.O. Box 860358
Plano, TX 75086-0358
(972) 941-7931

Frisco Representative:

Police Chief
City of Frisco
8750 McKinney Road
Frisco, Texas 75034
(972) 335-5502

XII. 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. Cities have executed this Agreement pursuant to duly authorized action of the City Council of Plano on _____, 200__, the City of Allen on _____, 200__, and the City of Frisco on _____, 200__. Parker has executed this Agreement pursuant to duly authorized City Council Resolution No. _____, dated _____, 200__.

XIII. 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.

XIV. VENUE

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

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XV. INTERPRETATION OF AGREEMENT

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

XVI. 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.

XVII. 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 PARKER, TEXAS

BY: _____

City Administrator

APPROVED AS TO FORM:

_____, City Attorney

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
City Manager

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

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CITY OF ALLEN, TEXAS

BY: _____
Peter Vargas, City Manager

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

CITY OF FRISCO, TEXAS

BY: _____
George Purefoy, City Manager

APPROVED AS TO FORM:

Richard Abernathy, City Attorney

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ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 200__, by _____, City Administrator of the **CITY OF PARKER, TEXAS**, a general-law municipality, 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 _____, 200__ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 200__ by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a _____, on behalf of such _____.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 200__ by **GEORGE A. PUREFOY**, City Manager of the **CITY OF FRISCO, TEXAS**, a _____, on behalf of such _____.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/24/07		Reviewed by Legal <i>wb</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee		Executive Director	
Dept Signature:	<i>P. Wilkins</i>		City Manager	<i>JKW</i> / <i>9/13/07</i>
Agenda Coordinator (include phone #): Betsy Allen # 7545				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SETTLEMENT OF THE LAWSUIT STYLED MICHAEL AVERA V. CITY OF PLANO, TEXAS, CIVIL ACTION NO.: 4:05-CV-481, UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION IN THE AMOUNT OF THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00); AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH LAWSUIT; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2006-07	Prior Year (CIP Only)	Current Year	Future Years
Budget		0	901,507	0
Encumbered/Expended Amount		0	-715,561	0
This Item		0	-30,000	0
BALANCE		0	155,946	0
FUND(S): PROPERTY & LIABILITY LOSS				
COMMENTS: Funding for this item is available in the approved FY 2006-07 Budget. The remaining balance will be used for other judgments and damages.				
STRATEGIC PLAN GOAL: Approval of this settlement relates to the City's goal of premier city in which to live.				
SUMMARY OF ITEM				
This Resolution approves the settlement of the lawsuit Michael Avera v. City of Plano, Texas.				
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 SETTLEMENT OF THE LAWSUIT STYLED MICHAEL AVERA V. CITY OF PLANO, TEXAS, CIVIL ACTION NO.: 4:05-CV-481, UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS, SHERMAN DIVISION IN THE AMOUNT OF THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00); AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH LAWSUIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is pending in the United States District Court for the Eastern District of Texas, Sherman Division, a lawsuit styled Michael Avera v. City of Plano, Texas, Civil Action No.: 4:05-CV-481 ("Lawsuit"); and

WHEREAS, the parties agreed to settle this Lawsuit for the amount of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** and other good and valuable consideration subject to approval of the City Council; and

WHEREAS, the City Council of the City of Plano hereby finds that it is in the public interest to accept this settlement offer and that the City Manager or his designee shall be authorized to execute any and all documents necessary to consummate the settlement.

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

Section I. City Council approves the settlement of this Lawsuit in the amount of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** pursuant to the terms and conditions of the Settlement Agreement.

Section II. The City Manager or his designee is hereby authorized to execute any and all documents necessary to consummate the settlement.

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

DULY PASSED AND APPROVED this the _____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	09/24/2007	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department		Initials	Date
Department Head	Gregory W. Rushin	Executive Director	<i>[Signature]</i>	<i>9/18/07</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>9/18/07</i>
Agenda Coordinator (include phone #):		Pam Haines, ext 2538		

ACTION REQUESTED:

<input type="checkbox"/> ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION	<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> AGREEMENT
<input type="checkbox"/> APPROVAL OF BID	<input type="checkbox"/> AWARD OF CONTRACT	<input type="checkbox"/> OTHER	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of Plano/Richardson Police Training Center second amended and restated agreement; 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):

COMMENTS:

SUMMARY OF ITEM

The purpose of this Amendment to the Police Academy Operating Agreement is to restate the obligations and responsibilities of the parties and to provide the addition of 2005 series bonds for the construction and expansion of the Academy.

List of Supporting Documents:
Agreement

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF PLANO/RICHARDSON POLICE TRAINING CENTER SECOND AMENDED AND RESTATED AGREEMENT; 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 Plano/Richardson Police Training Center Second Amended and Restated Agreement, 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 _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS	§	PLANO/RICHARDSON POLICE TRAINING CENTER SECOND AMENDED AND RESTATED AGREEMENT
	§	
COUNTIES OF COLLIN	§	
AND DALLAS	§	
	§	

This agreement (the "Agreement") is by and among the **City of Plano**, ("Plano") a Texas home-rule municipal corporation, acting through its duly-authorized City Manager pursuant to Resolution No. _____, passed and approved _____, and the **City of Richardson**, ("Richardson"), a Texas home-rule municipal corporation, acting through its duly-authorized City Manager pursuant to Resolution No. _____, passed and approved _____, (collectively referred to as the "Parties").

WITNESSTH

WHEREAS, the Parties and the City of Garland entered into that certain agreement (the "Original Agreement") on May 31, 1990, attached as **Exhibit "A,"** for the joint operation and maintenance of the Plano/Richardson Police Training Center, formerly known as the Tri-City Police Academy (the "Academy"), located on F.M. 544 in the city limits of Plano; and

WHEREAS, the Parties and the City of Garland entered into that separate construction agreement (the "Construction Agreement"), attached as **Exhibit "B,"** in May 1990 providing the terms and conditions under which the Academy would be constructed and financed; and

WHEREAS, the Original Agreement expired on May 31, 2000 but the Parties and the City of Garland were of the opinion that it was necessary and desirable to continue their joint operation and maintenance of the Academy and so approved a new agreement (the "Operating Agreement") on October 1, 2001, attached as **Exhibit "C";** and

WHEREAS, the Parties and the City of Garland entered into that certain agreement (the "Restated" Agreement), attached as Exhibit "D," on November 23, 2004, for the joint operation and maintenance of the Academy; and

WHEREAS, Garland has withdrawn from the Operating Agreement effective April 30, 2005 ("Withdrawal Date"); and

WHEREAS, a 2005 bond for the Academy has been approved by the voters; and

WHEREAS, the parties desire to amend and restate the Operating Agreement and provide for the debt services on the 2005 bond;

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NOW, THEREFORE, for and in consideration of performance of the mutual covenants, obligations and undertakings by each of the respective parties to this Agreement the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the methods by which the Parties will use, operate, maintain and manage the Academy and for the reimbursement of certain costs upon termination of this Agreement; and to establish the rights and obligations of the Parties with respect to each other and the Academy during the notice of withdrawal period and subsequent to Garland's withdrawal from this Agreement. Following the Withdrawal Date, the term "Parties" shall collectively refer to Richardson and Plano unless the context clearly indicates otherwise.

2. Board of Managers. The Police Chiefs of Plano, Richardson and Garland shall comprise the Board of Managers of the Academy until the Withdrawal Date, after which Garland shall no longer be a member of the Board of Managers or, except as expressly provided herein, subject to any obligation contained in the Construction Agreement, Operating Agreement or this Agreement. Following the Withdrawal Date, the Police Chiefs of Plano and Richardson shall comprise the Board of Managers. The Board of Managers shall have the duty to develop, plan, maintain, operate and generally manage the Academy as well as to develop, implement, and enforce a set of procedures and policies governing operations of the Academy. The Board of Managers may appoint committees as necessary to perform these duties. The Parties agree that, as to Garland, the duties imposed under this section are to be interpreted from the perspective of a party that is withdrawing from participation in the Tri-City Police Academy as of April 30, 2005, and no majority decision of the Board of Managers or committee appointed by it can impose an obligation on Garland inconsistent with the forgoing unless Garland is in favor of the decision. The Parties agree that Garland shall not be responsible for any claim, cause of action or damages arising out of an event that occurs after the Withdrawal Date. The Parties further agree that each will indemnify and contribute to the others for any claim, cause of action or damages resulting from the manner in which they carried out their duties prior to or as of the Withdrawal Date.

3. Training Committee. The Police Chiefs of Plano, Richardson and Garland shall each appoint a representative from their respective departments to the Training Committee of the Academy. On and after the Withdrawal Date, the Training Committee shall consist of four members, two members appointed by the Plano Police Chief and two members appointed by the Richardson Police Chief. The chairperson of the Training Committee shall rotate between the two cities annually. The Chairperson of the Training Committee, or the designated representative, shall be responsible for the day-to-day supervision and operation of the Academy training program. The Parties agree that Garland shall not be responsible for any claim, cause of action or damages resulting from the continuation of any policy or procedure relating to the day-to-day supervision and operation of the Academy training program in effect on or before the Withdrawal Date where the event giving rise to the claim, cause of action or damages occurred on or after the Withdrawal Date.

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4. Facility Management. The buildings comprising the Academy shall be managed by a facility manager appointed by the Plano Police Chief or his designee.

5. Usage of Facilities. The use of the Academy shall be restricted to the Parties except with the prior written unanimous consent of the Board of Managers. Any use by an additional party shall be on a temporary basis only. Additional parties utilizing the facility shall pay all costs associated with such use as determined by the Board of Managers, and shall in writing indemnify and hold Plano, Richardson and Garland harmless from any claim, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers which caused bodily injury, death or property damage occurring at the Academy or while traveling to or from the Academy.

On and after the Withdrawal Date, the use of the Academy shall be restricted to Plano and Richardson, except with the prior written unanimous consent of the Board of Managers. Any use by an additional party shall be on a temporary basis only. Additional parties utilizing the facility shall pay all costs associated with such use as determined by the Board of Managers, and shall in writing indemnify and hold Plano and Richardson harmless from any claim, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers which caused bodily injury, death or property damage occurring at the Academy or while traveling to or from the Academy.

6. Maintenance and Operating Fund. For each fiscal year that this Agreement is in effect there shall be established by the Board of Managers a maintenance and operating fund (the "Fund") for the purpose of meeting all financial obligations relating to operation of the Academy for such fiscal year. However, to account for the withdrawal of Garland, for fiscal year 2004-2005 the Fund shall be established by the Board of Managers (Plano, Richardson and Garland) for the purpose of meeting all financial obligations relating to the Academy for that portion of the fiscal year ending on the Withdrawal Date, and by the Board of Managers (Plano and Richardson) for that portion of the of the Fiscal Year following the Withdrawal Date. Garland shall have no obligation to the Fund for any amount established to meet financial obligations of the Academy for fiscal year 2004-2005 after the Withdrawal Date, or for any fiscal year thereafter. The Fund shall be maintained and administered by Plano using generally accepted accounting and financial standards and practices. Consistent with Chapter 791 of the Texas Government Code, as amended, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

7. Operating Budget. Prior to February 15 of each calendar year that this Agreement is in effect beginning on February 15, 2005, Plano shall cause to be prepared and submitted to Richardson for its approval a proposed operating budget for the ensuing fiscal year. This operating budget shall include all estimated expenses to be incurred in operating the Academy for such year. Personnel costs, if any, included in said budget, shall include only costs directly attributable to supervision, operation, and maintenance of the facility. Garland shall have no obligation for any amount of the operating budget approved for fiscal year 2005-2006, notwithstanding whether it is approved prior to the

Withdrawal Date. Neither shall it have any obligation to pay any amount of the operating budgets approved for subsequent fiscal years.

Beginning with fiscal year 2005-2006 and for each fiscal year thereafter, Plano and Richardson shall proportionally share the operating budget. The individual share of each party shall be determined on a percentage basis by the use of a fraction, the numerator of which shall be the total number of budgeted, full-time authorized personnel (both civil and non-civil service) in the city's police department and the denominator of which is the total number of budgeted, full-time authorized personnel in the two participating police departments. For purposes of this Agreement these numbers shall be the number of budgeted full-time authorized personnel as of January 1 of each calendar year.

On or before October 5 of each calendar year beginning October 5, 2005, Plano and Richardson shall each render one-half (1/2) of their respective share of the Operating Budget to the Fund. Plano shall account, manage, invest, and otherwise treat the Fund as if it were a fund of Plano, but shall segregate all transactions in order to provide for an auditable trail of all transactions. Plano shall prepare an analysis of the performance of the Fund for the prior fiscal year and provide a copy to Richardson. Within five (5) working days after April 1 of each calendar year beginning April 1, 2006, Plano and Richardson shall each render the remaining one-half (1/2) of their respective share of the Operating Budget, adjusted by any surplus or deficit which may have accrued from the prior six calendar months of such fiscal year.

8. Capital Improvement Budget. Plano shall prepare and submit to the Parties a Capital Improvement Budget for the Academy prior to February 15 of each calendar year that this Agreement is in effect. Since Garland is withdrawing from the Operating Agreement, no Capital Improvement Budget for the Academy shall be submitted to Garland for fiscal year 2005-2006, or any fiscal year thereafter, and Garland shall not be responsible for payment of any capital improvement approved in connection with any budgets or any other amounts for capital improvements, whether approved before or after the execution of this Agreement, except for the debt service payments provided in this section and Section 12 of this Agreement. A Capital Improvements Budget shall be prepared and submitted only if capital improvements are anticipated to be made to the Academy during the ensuing fiscal year. Capital Improvements to be constructed on the Academy site shall be constructed only in accordance with the Capital Improvements Budget. Any and all projects planned shall be approved by the city councils of Plano and Richardson before construction may commence or before a contract may be let. All capital improvement costs shall be borne equally by Plano and Richardson.

Debt service on the 1990 series bonds for construction and expansion of the Academy shall be borne equally by Plano, Garland and Richardson up to the Withdrawal Date. Debt service on the 1990 series bonds following the Withdrawal Date and for the 2002, 2003, and 2005 series bonds for construction and expansion of the Academy from the date of their inception shall be borne equally by Plano and Richardson.

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9. Hold Harmless and Indemnification. Each city shall accept responsibility for, and shall hold the other city harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring at the Academy or while traveling to or from the Academy.

10. Overtime. Overtime costs at the Academy which are the direct result of unilateral action by the Parties shall be borne wholly by the city causing the overtime. However, nothing in this section shall be construed to authorize a claim against Garland arising from the submission of its notice of withdrawal or withdrawal from the Operating Agreement.

11. Duration of this Agreement. This Agreement shall be effective on the last date of execution hereof (the "Effective Date") and shall continue until October 1, 2011, unless sooner terminated as provided herein. Richardson may withdraw from this Agreement upon the giving of notice in writing to the Plano twelve (12) calendar months prior to the date of withdrawal. Except as otherwise provided herein, a withdrawing city shall no longer be bound by any of the provisions herein after the date of withdrawal. Garland having given notice of withdrawal pursuant to the Operating Agreement, effective April 30, 2005, Garland shall no further right to withdraw under this Agreement.

Upon the withdrawal of Richardson from this Agreement, the Parties agree that Plano shall continue to own the real property (land) upon which the Academy is located. All improvements, either capital or otherwise, made to the Academy during the term of the Operating Agreement or this Agreement shall become the property of Plano. All capital improvements constructed as a result of the Operating Agreement or during this Agreement shall be appraised to determine their fair market value. Plano shall within 30 days after the Richardson withdrawal date pay to Richardson a sum equal to ½ of the fair market value of all capital improvements made to or in the Academy. If the parties cannot agree upon an appraiser within thirty (30) days after the Richardson notice of withdrawal, then each party shall appoint an appraiser holding the MAI designation or successor, within fifteen (15) days after the expiration of such thirty (30) day period. Each of the two appraisers shall then independently determine the fair market value. If the two appraisers cannot agree upon the fair market value within thirty (30) days after they have been appointed, the fair market value shall be the average of the fair market value determined by each of the two appraisers.

12. Real Property and Improvements. The Parties agree that Plano shall continue to own the real property (land) upon which the Academy is located. All improvements, either capital or otherwise, made to the Academy during the term of the Operating Agreement or this Agreement shall become the property of Plano.

Notwithstanding Garland's withdrawal from this Agreement, or any other provision hereof, Garland, Plano, and Richardson agree to each pay one third (1/3) of the cost of lead remediation at the Academy firing range.

13. Amendment and Assignment. This Agreement may not be amended except in writing by the parties hereto and may not be assigned. The Parties hereby bind themselves, their successors, designees, and legal representatives with respect to the terms, conditions, and obligations of this Agreement, to include the amendments to the Operating Agreement and Construction Agreement contained in this Agreement.

14. Notice. All notices and correspondence shall be mailed or delivered to the Parties as follows:

Plano: Chief of Police
909 14th Street
P.O. Box 860358
Plano, Texas 75086-0358

Richardson: Chief of Police
140 N. Greenville Ave.
P.O. Box 831078
Richardson, Texas 75083-1078

15. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and Collin County shall be the exclusive venue for the bringing of any action to enforce the terms and conditions of this Agreement.

16. Annual Audits. Plano agrees to make all accounting records, transactions, and reports related to the Fund available for inspection by an authorized representative of either Richardson or Garland during normal business hours. Plano further agrees to include all transactions relating to the Fund and other matters regarding the Fund in all financial disclosures, statements, and reports prepared for, or by, Plano and its internal or external auditors. Copies of these reports will be available to Richardson and Garland upon request.

17. Effective Date. The effective date of this Agreement shall be the latest date of any signatory.

18. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement or withdrawal of a party shall survive termination.

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

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

EXECUTED on this _____ day of _____, 2007.

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
City Manager

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

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EXECUTED on this _____ day of _____, 2007.

CITY OF RICHARDSON, TEXAS

By: _____
Bill Keffler
City Manager

ATTEST:

Pamela Schmidt, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

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STATE OF TEXAS

COUNTY OF COLLIN

POLICE ACADEMY OPERATING AGREEMENT

COUNTY OF DALLAS

THIS AGREEMENT, entered into by and between the CITY OF PLANO, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager pursuant to Resolution No. 90-4-22, passed and approved April 23, 1990, (hereinafter referred to as "Plano"); the CITY OF RICHARDSON, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager, pursuant to Resolution No. 90-12, passed and approved, May 14, 1990, (hereinafter referred to as "Richardson"), and the CITY OF GARLAND, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager, pursuant to Resolution No. _____, passed and approved, _____, 19____, (hereinafter referred to as "Garland"),

WITNESSETH:

WHEREAS, Plano currently owns real property within its corporate limits on F.M. 544, being the present location of the Plano Warehouse and pistol range facilities and designated by Plano as the location of a proposed police training facility ("Police Academy"); and

WHEREAS, Plano, Richardson, and Garland are of the opinion that it is necessary and desirable to develop a Police Academy to be used as a joint training facility and in conjunction therewith to construct necessary improvements to the currently existing pistol range; and

WHEREAS, Plano, Richardson, and Garland further consider it necessary and desirable to enter into an agreement to provide terms and conditions under which certain capital improvements shall be constructed on the Police Academy site, and to provide for operation and maintenance of the Police Academy during the term of this Operating Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF PERFORMANCE OF THE MUTUAL COVENANTS, OBLIGATIONS AND UNDERTAKINGS BY EACH OF THE RESPECTIVE PARTIES TO THIS AGREEMENT, PLANO, RICHARDSON AND GARLAND HEREBY AGREE AS FOLLOWS:

1. Purpose. The purpose of this Operating Agreement by and between the cities of Plano, Richardson and Garland is to provide for the construction and use of the Police Academy. Further, this Operating Agreement provides the methods in which certain capital improvements shall be constructed on the site; operation, maintenance and management of the Police Academy during the term of this Operating Agreement; and for reimbursement of certain costs upon termination of this Operating Agreement.
2. Board of Managers. The Police Chiefs of Plano, Richardson and Garland shall comprise the Board of Managers of the Police Academy. This Board of Managers shall have the duty of development, planning, maintenance, operation and general management of the Police Academy facility.
3. Operating Procedures and Policies. The Board of Managers shall be responsible for developing, implementing and enforcing a set of procedures and policies governing operations at the Police Academy.
4. Training Committee. The Chiefs of Plano, Richardson and Garland shall each appoint a representative from their respective department to the Training Committee of the Police Academy.

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Police Academy Operating Agreement

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The Chair of the Training Committee shall rotate among the members of the Committee biennially. The Chairman of the Training Committee, or his designated representative, shall be responsible for the day-to-day supervision and operation of the Police Academy facility shall be the responsibility of the City of Plano's representative.

5. Usage of Facilities. The Police Academy shall be used during the term of this Operating Agreement only by Plano, Richardson and Garland, except with the prior written unanimous consent of the Board of Managers, thereby indicating approval of an additional party to use the facility on a temporary basis. Additional parties utilizing the facility shall pay all costs associated with such use as established by the Board of Managers, and shall in writing indemnify and hold Plano, Richardson and Garland harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers which caused bodily injury, death or property damages occurring at the Police Academy, or travel to and from.
6. Maintenance and Operating Fund. Beginning with fiscal year 1990/91 for each city, there shall be established by the Board of Managers a Maintenance and Operating Fund (the "Fund") for the purpose of meeting all financial obligations relating to operation of the Police Academy for such year. This Fund shall be maintained and administered by Plano using generally accepted accounting and financial standards and practices.
7. Operating Budget. Prior to February 15, 1991, and prior to February 15 of every year thereafter during the term of this Operating Agreement, Plano shall cause to be prepared and submitted to Richardson and Garland for their approval a proposed operating budget for the ensuing year. This operating budget shall include all expenses estimated to be incurred in operating the Police Academy for such year. Personnel costs, if any, included in said budget, shall include only costs directly attributable to supervision, operation, and maintenance of the facility.

The individual share of the operating budget of Plano, Richardson and Garland shall be determined on a percentage basis by use of a fraction, the numerator of which shall be the total number of personnel in the city's police department and the denominator of which is the total number of personnel in the participating police departments. For purposes of this Operating Agreement these numbers shall be the number of budgeted full-time authorized personnel as of January 1 of each year.

Within five (5) working days after the start of the first operating year, Plano, Richardson and Garland shall render their respective shares to the Fund. Plano shall account, manage, invest, and otherwise treat the Fund as if it were a Fund of the City of Plano, but shall segregate all transactions in order to provide for an auditable trail of all transactions.

For all subsequent fiscal years following the first operating year, within five (5) working days of October 1 of the next fiscal year, Plano, Richardson and Garland shall render one-half (1/2) of their respective shares to the fund. Plano shall prepare an analysis of the performance of the Fund for the prior fiscal year and provide Richardson and Garland with a copy of said analysis. Within five (5) working days following April 1 of each fiscal year, Plano, Richardson and Garland shall render the remaining one-half (1/2) of their respective shares, adjusted by any surplus or deficit which may have accrued from the prior fiscal period.

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Police Academy Operating Agreement

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8. Capital Development Funds. Based upon the Police Academy Construction Agreement executed simultaneous to this Operating Agreement, Plano shall provided up to the sum of TWO MILLION THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,325,000.00) for design and construction of buildings and other facilities to be used for classroom, demonstration, and training purposes at the Police Academy. Plano shall select an architect to design these improvements, and shall be responsible for the overall development of the plans and specifications for the improvements. Prior to advertising for bids for construction of the improvements, Richardson and Garland shall have the opportunity to approve the plans and specifications.

Should the costs for construction of the buildings and other facilities agreed to by Plano, Richardson and Garland exceed the funds available through the Construction Agreement, Richardson and Garland will contribute to retiring the deficit through increased payments to be made under this Operating Agreement, said deficit to be shared on a one-third (1/3) basis, as established in the Construction Agreement. Should the deficit be less than \$75,000 Richardson and Garland shall reimburse Plano their entire respective responsibility by no later than the next Operating Agreement payment date (either October 1 or April 1). Should the deficit exceed \$75,000 Richardson and Garland shall reimburse Plano no less than \$25,000 and no more than one-half (1/2) of their respective responsibility by no later than the next Operating Agreement payment date, and the balance at the next subsequent payment date. Any outstanding balance due for construction deficits shall bear interest at the average interest cost of the Series 1990 General Obligation Bonds, from the date of acceptance of the facility to the date of payment.

Should the costs for construction of the buildings and other facilities agreed to by Plano, Richardson and Garland be less than the funds available through the Construction Agreement, Plano shall credit the respective share to the first payment due under the Construction Agreement, and any subsequent payments until such surplus is liquidated.

9. Capital Improvements Budget. Plano shall also prepare and submit to Richardson and Garland a Capital Improvements Budget for the Police Academy prior to February 15, 1991, and prior to February 15 of each year thereafter. This Capital Improvements Budget shall be prepared and submitted only if capital improvements are anticipated to be made to the Police Academy during the ensuing year.

Capital Improvements to be constructed on the Police Academy site in addition to those set out in paragraph 8 above shall be constructed only in accordance with the Capital Improvements Budget. Any and all projects planned shall be approved by each city council before construction may commence or before a contract may be let.

The basis for determining the proportion of expenses to be borne by each city in constructing capital improvements other than the initial one provided for herein shall be the same as for determining the proportion of general operating expenses.

10. Hold Harmless and Indemnification. Each city shall accept responsibility for, and shall hold the other cities harmless from, any claim, cause of action or responsibility, any bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damages occurring at the Police Academy or travel to and from.

Police Academy Operating Agreement

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11. Overtime. Overtime costs at the Police Academy which are the direct result of unilateral action by either Plano, Richardson or Garland shall be borne wholly by the city causing the overtime.
12. Duration of Operating Agreement. This Operating Agreement shall be for a term of ten (10) years from the effective date hereof, and may be renewed in writing by the parties hereto for three (3) additional five (5) year periods. However, Plano, Richardson or Garland may withdraw from the Operating Agreement upon the giving of notice in writing to the others twelve (12) months prior to the date of withdrawal. The city withdrawing shall no longer be bound by any of the provisions herein after the date of withdrawal. However, withdrawal by any city shall not terminate or waive any obligations undertaken by that city prior to the date of withdrawal.

Upon withdrawal from or non-renewal of this Operating Agreement by any city, it is understood that Plano shall continue to own the real property (land) upon which the Police Academy is located. Further, all improvements, either capital or otherwise, made to the Police Academy during the term of this Operating Agreement shall become the property of Plano. All capital improvements constructed as a result of or during this Operating Agreement shall be appraised to determine their current market value. The City of Plano shall reimburse the withdrawing city that percentage of the current market value of all capital improvements which its original contribution bore to their original cost thereby assuming ownership of the withdrawing city's proportionate share of ownership of the facility, less the present value of any amounts due under the Construction Agreement. The percentage of ownership of shares in the facility shall have no bearing on the authority of members of the Board of Managers or the Training Committee.

13. Amendment and Assignment. This Operating Agreement may not be amended except in writing by the parties hereto and may not be assigned. The parties hereto each hereby bind themselves, their successors, designees, and legal representatives with respect to the terms, conditions, and obligations of this Operating Agreement.
14. Notices. All notices and correspondence shall be mailed or delivered to Plano, Richardson and Garland as follows:
- Plano: Chief of Police
909 14th Street
P. O. Box 860358
Plano, Texas 75086-0358
- Richardson: Chief of Police
411 W. Arapaho Road
P. O. Box 831078
Richardson, Texas 75083-1078
- Garland: Chief of Police
200 N. 5th
P. O. Box 469002
Garland, Texas 75046-9002
15. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Operating Agreement and Collin County shall be the exclusive venue for the bringing of any action to enforce the terms and conditions of this Operating Agreement.

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Police Academy Operating Agreement

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- 16. Annual Audit. Plano agrees to make all accounting records, transactions, and reports related to the Fund available for inspection by an authorized representative of either Richardson or Garland during normal business hours. Plano further agrees to include all transactions relating to the fund and other matters regarding the Fund in all financial disclosures, statements, and reports prepared for, or by, the City of Plano and its internal or external auditors, and agrees to make copies of these reports available to Richardson and Garland upon request.
- 17. Effective Date. The effective date of this Operating Agreement shall be the last date of any signatory hereto.

IN WITNESS WHEREOF the parties have made and executed this Operating Agreement on the day and year set opposite their signatures.

CITY OF PLANO, TEXAS

DATE: 5-23-90

BY: *Thomas H. Muehlenbeck*
Thomas H. Muehlenbeck, CITY MANAGER

ATTEST:

Jackie Blakely
Jackie Blakely, CITY SECRETARY

APPROVED AS TO FORM:

Gary F. Chatham
Gary F. Chatham, CITY ATTORNEY

CITY OF RICHARDSON, TEXAS

DATE: 5-31-90

BY: *Bob Hughey*
Bob Hughey, CITY MANAGER

ATTEST:

Paula Miller
Virginia Grubert, CITY SECRETARY
Paula Miller

APPROVED AS TO FORM:

Peter G. Smith
H. Louis Nichols, CITY ATTORNEY
Peter G. Smith

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Police Academy Operating Agreement

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CITY OF GARLAND, TEXAS

DATE: July 24, 1990

BY: James K. Spore
James Spore, CITY MANAGER

ATTEST:

Suzuki Fortney
~~Alice Church, CITY SECRETARY (Assistant)~~
SUZUKIA FORTNEY

APPROVED AS TO FORM:
Charles Hinton
Charles Hinton, CITY ATTORNEY

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EXHIBIT A
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STATE OF TEXAS

COUNTY OF COLLIN

COUNTY OF DALLAS

POLICE ACADEMY CONSTRUCTION AGREEMENT

THIS AGREEMENT, entered into by and between the CITY OF PLANO, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager pursuant to Resolution No. 90-4-22, passed and approved April 23, 1990, (hereinafter referred to as "Plano"); the City of Richardson, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager pursuant to Resolution No. 90-12, passed and approved May 14, 1990, (hereinafter referred to as "Richardson"); and the City of Garland, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager pursuant to Resolution No. _____, passed and approved _____, 19____, (hereinafter referred to as "Garland"),

WITNESSETH:

WHEREAS, Plano currently owns real property within its corporate limits; and

WHEREAS, Plano currently has voted authority (the "Bonds") to issue up to the amount of \$2,325,000 for the construction of a Police Training Academy (the "Academy"); and

WHEREAS, Plano, Richardson and Garland consider it necessary to enter into an agreement providing terms and conditions under which the Academy will be constructed and financed;

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

SECTION I. PURPOSES. The purpose of this Construction Agreement by and between Plano, Richardson and Garland is to provide for the construction of and financing therefore of the Academy.

SECTION II. DEBT ISSUANCE. Plano shall include in its Series 1990 General Obligation Bonds an amount sufficient to fully satisfy construction costs for the Academy.

SECTION III. DEBT SERVICE. Plano shall calculate the total and annual proportionate shares of the debt service of the Bonds on the basis of a one-third (1/3) share for each City, including issuance costs and related fees, such calculation to be performed and information provided to Richardson and Garland no later than ten (10) working days following the closing of the Plano Series 1990 General Obligation Bond Sale. Annual debt service shall be paid over the life of the Bonds in two annual payments, in March and September of each year, including the year in which the Bonds are issued. Plano shall prepare and deliver to Richardson and Garland a Debt Service schedule for the 1990 Series Bonds upon issuance and closure of the sale of said Bonds. Richardson and Garland shall deliver or cause to be delivered sufficient funds to meet their respective obligations. Funds by check must be tendered no fewer than seven (7) working days prior to due dates or wire funds tendered by 2:00 p.m. on the working day immediately prior to due dates. Plano shall deposit Richardson and Garland payments into its General Obligation Bonds Debt Service Fund, for payment to the paying agent/registrars of the 1990 Series General Obligation Bonds.

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SECTION IV. PRE-PAYMENT. Richardson or Garland may elect, at their option, to pre-pay all or a portion of the Debt Service obligation of the Bonds. Pre-payment shall be based upon a calculation of the present value of the then outstanding principal amount of the Bonds and shall be equal to the proportionate responsibility of each party. Should the City of Plano in its sole discretion exercise any call provisions provided for in the issuance documents for the Bonds, the calculation of the present value shall be made to the call date.

SECTION V. HOLD HARMLESS AND INDEMNIFICATION. Each City shall accept responsibility for, and shall hold the other cities harmless from, any claim, cause of action, or responsibility, any bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damages occurring at the Police Academy or travel to and from.

SECTION VI. DURATION OF AGREEMENT. This Construction Agreement shall, upon execution by all Cities, be effective as of the agreement date, and this Construction Agreement shall continue in force and effect until all Bonds including any refunding bonds and all interest thereon shall have been paid or provided for, and thereafter shall continue in force and effect during the entire useful life of the Academy.

SECTION VII. ANNUAL AUDIT. Plano agrees to make all accounting records and reports related to the Series 1990 General Obligation Bonds available for inspection by a duly authorized representative of either Richardson or Garland during normal business hours. Plano further agrees to include all transactions relating to the issuance, payments, and other matters regarding the Bonds, as appropriate, in all financial disclosures, statements, and reports prepared for, or by, the City of Plano and its internal or external auditors, and agrees to make copies of these reports available to Richardson and Garland upon request.

IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES ON THIS _____ DAY OF _____, 19__.

CITY OF PLANO, TEXAS

DATE: 5-23-92

BY: *Thomas H. Muehlenbeck*
Thomas H. Muehlenbeck, CITY MANAGER

ATTEST:

Jackie Blakely
Jackie Blakely, CITY SECRETARY

APPROVED AS TO FORM:

Gary P. Chatham
Gary P. Chatham, CITY ATTORNEY

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Police Academy Construction Agreement

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CITY OF RICHARDSON, TEXAS

DATE: 5-31-90

BY: *Bob Hughey*
Bob Hughey, CITY MANAGER

ATTEST:

Paula Miller
~~Virginia Gruben, CITY SECRETARY~~
Paula Miller

APPROVED AS TO FORM:

Peter G. Smith
~~Mr. Louis Nichols, CITY ATTORNEY~~
Peter G. Smith

CITY OF GARLAND, TEXAS

DATE: MAY 24, 1990

BY: *James K. Spore*
James Spore, CITY MANAGER

ATTEST:

Suzanna Foreney
~~Alice Gausen, CITY SECRETARY (ASSISTANT)~~
SUZANNA FORENEY

APPROVED AS TO FORM:

Charles Hinton
~~Charles Hinton, CITY ATTORNEY~~

STATE OF TEXAS	§	
	§	TRI-CITY POLICE ACADEMY
	§	OPERATING AGREEMENT
COUNTY OF COLLIN	§	
COUNTY OF DALLAS	§	

This Agreement, entered into by and between the City of Plano, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager pursuant to Resolution No. 2001-6-12(R), passed and approved June 25, 2001, (hereinafter referred to as "Plano"); the City of Richardson, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager pursuant to Resolution No. 01-15, passed and approved September 10, 2001, (hereinafter referred to as "Richardson"); and the City of Garland, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager pursuant to Resolution No. 8583, passed and approved July 3, 2001, (hereinafter referred to as "Garland"). The three cities shall be referred to collectively as the "Parties".

WITNESSETH

WHEREAS, the Parties entered into an agreement on May 31, 1990 (hereinafter referred to as the "Original Agreement"), for the joint construction and operation of a police academy located on F.M. 544 in the city limits of Plano (hereinafter referred to as the "Academy"); and

WHEREAS, the Original Agreement expired on May 31, 2000 but the Parties are of the opinion that it is necessary and desirable to continue their joint operation and maintenance of the Academy during the term of this agreement (hereinafter referred to as the "Operating Agreement");

NOW, THEREFORE, for and in consideration of performance of the mutual covenants, obligations and undertakings by each of the respective parties to this agreement, the parties hereby agree as follows:

1. Purpose. The purpose of this Operating Agreement is to provide for the methods by which the Parties will use, operate, maintain and manage the Academy and for the reimbursement of certain costs upon the termination of this Operating Agreement.

2. Board of Managers. The Police Chiefs of Plano, Richardson and Garland shall comprise the Board of Managers of the Academy. This Board of Managers shall have the duty to develop, plan, maintain, operate and generally manage the Academy as well as to develop, implement, and enforce a set of procedures and policies governing operations of the Academy. The Board of Managers may appoint committees as necessary to perform these duties.

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3. Training Committee. The Police Chiefs of Plano, Richardson and Garland shall each appoint a representative from their respective departments to the Training Committee of the Police Academy. The chair of the Training Committee shall rotate among the members of the Committee annually. The Chairman of the Training Committee, or his/her designated representative, shall be responsible for the day-to-day supervision and operation of the Academy training program.

4. Facility Management. The buildings comprising the Academy shall be managed by a facility manager appointed by the Plano Police Chief or his designee.

5. Usage of Facilities. The use of the Academy shall be restricted to the Parties except with the prior written unanimous consent of the Board of Managers. Any use by an additional party shall be on a temporary basis only. Additional parties utilizing the facility shall pay all costs associated with such use as determined by the Board of Managers, and shall in writing indemnify and hold the Parties harmless from any claim, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers which caused bodily injury, death or property damage occurring at the Academy or while traveling to or from the Academy.

6. Maintenance and Operating Fund. Beginning with fiscal year 2001-2002 for each city, there shall be established by the Board of Managers a Maintenance and Operating Fund (the "Fund") for the purpose of meeting all financial obligations relating to operation of the Academy for such year. This Fund shall be maintained and administered by Plano using generally accepted accounting and financial standards and practices. Consistent with Chapter 791 of the Government Code, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

7. Operating Budget. Prior to February 15, 2002, and prior to February 15 of every year thereafter during the term of this Operating Agreement, Plano shall cause to be prepared and submitted to Richardson and Garland for their approval a proposed operating budget for the ensuing year. This operating budget shall include all estimated expenses to be incurred in operating the Academy for such year. Personnel costs, if any, included in said budget, shall include only costs directly attributable to supervision, operation, and maintenance of the facility.

The individual share of each Parties operating budget shall be determined on a percentage basis by use of a fraction, the numerator of which shall be the total number of budgeted, full-time authorized personnel (both civil service and non-civil service) in the city's police department and the denominator of which is the total number of budgeted, full-time authorized personnel in the three participating police departments. For purposes of this Operating Agreement these numbers shall be the number of budgeted full-time authorized personnel as of January 1 of each year.

By October 5 of each operating year beginning October 5, 2001, the Parties shall render one-half (1/2) of their respective shares to the Fund. Plano shall account, manage, invest,

and otherwise treat the Fund as if it were a fund of the City of Plano, but shall segregate all transactions in order to provide for an auditable trail of all transactions. Plano shall prepare an analysis of the performance of the Fund for the prior fiscal year and provide a copy to Richardson and Garland. Within five (5) working days following April 1 of each fiscal year, the Parties shall render the remaining one-half (1/2) of their respective shares, adjusted by any surplus or deficit which may have accrued from the prior fiscal period (six months).

8. Capital Improvement Budget. Plano shall also prepare and submit to Richardson and Garland a Capital Improvements Budget for the Academy prior to February 15 of each year. This Capital Improvements Budget shall be prepared and submitted only if capital improvements are anticipated to be made to the Academy during the ensuing year.

Capital Improvements to be constructed on the Academy site shall be constructed only in accordance with the Capital Improvements Budget. Any and all projects planned shall be approved by each Parties' city council before construction may commence or before a contract may be let.

All capital improvement project costs shall be borne equally by the Parties.

9. Hold Harmless and Indemnification. Each city shall accept responsibility for, and shall hold the other cities harmless from any claim, cause of action or responsibility, any bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring at the Academy or while traveling to or from the Academy.

10. Overtime. Overtime costs at the Academy which are the direct result of unilateral action by one of the Parties shall be borne wholly by the city causing the overtime.

11. Duration of this Operating Agreement. This Operating Agreement shall be for a term of ten (10) years from the effective date hereof. However, Plano, Richardson or Garland may withdraw from this Operating Agreement upon the giving of notice in writing to the others twelve (12) months prior to the date of withdrawal. The city withdrawing shall no longer be bound by any of the provisions herein after the date of withdrawal except for obligations undertaken by that city prior to the date of withdrawal.

Upon withdrawal from or non-renewal of this Operating Agreement by any city, it is understood that Plano shall continue to own the real property (land) upon which the Academy is located. Further, all improvements, either capital or otherwise, made to the Academy during the term of this operating Agreement shall become the property of Plano. All capital improvements constructed as a result of or during this Operating Agreement shall be appraised to determine their current market value. The City of Plano shall reimburse the withdrawing city that percentage of the current market value of all capital improvements which its original contribution bore to their original cost thereby

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assuming ownership of the withdrawing city's proportionate share of ownership of the facility, less the present value of any amounts, if any, due under the Construction Agreement referenced in paragraph 8 of the Original Agreement. The percentage of ownership of shares in the facility shall have no bearing on the authority of members of the Board of Managers or the Training Committee.

12. Amendment and Assignment. This Operating Agreement may not be amended except in writing by the parties hereto and may not be assigned. The Parties hereby bind themselves, their successors, designees, and legal representatives with respect to the terms, conditions, and obligations of this Operating Agreement.

13. Notice. All notices and correspondence shall be mailed or delivered to the Parties as follows:

Plano: Chief of Police
909 14th Street
P.O. Box 860358
Plano, Texas 75086-0358

Richardson: Chief of Police
140 N. Greenville Ave.
P.O. Box 831078
Richardson, Texas 75083-1078

Garland: Chief of Police
217 N. 5th Street
Garland, Texas 75046-9002

14. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Operating Agreement and Collin County shall be the exclusive venue for the bringing of any action to enforce the terms and conditions of this Operating Agreement.

15. Annual Audits. Plano agrees to make all accounting records, transactions, and reports related to the Fund available for inspection by an authorized representative of either Richardson or Garland during normal business hours. Plano further agrees to include all transactions relating to the Fund and other matters regarding the Fund in all financial disclosures, statements, and reports prepared for, or by, Plano and its internal or external auditors, and agrees to make copies of these reports available to Richardson and Garland upon request.

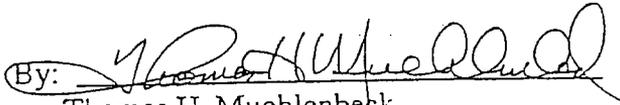
16. Effective Date. The effective date of this Operating Agreement shall be the latest date of any signatory hereto.

IN WITNESS WHEREOF the Parties have made and executed this Operating Agreement on the day and year set opposite their signatures.

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CITY OF PLANO, TEXAS

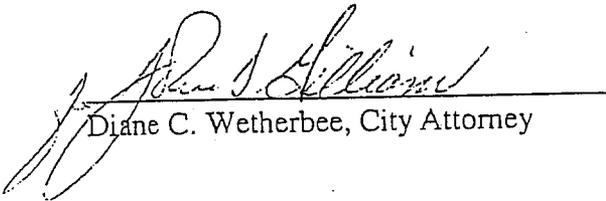
DATE: 9/12/01

By: 
Thomas H. Muehlenbeck

ATTEST:

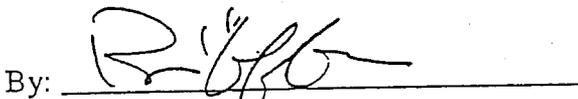

Elaine Bealke, City Secretary

APPROVED AS TO FORM


Diane C. Wetherbee, City Attorney

CITY OF RICHARDSON

DATE: 9-17-01

By: 
Bill Keffler

ATTEST:


Ina E. Garber, City Secretary

APPROVED AS TO FORM:


Peter G. Smith, City Attorney

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CITY OF GARLAND

DATE: 10-1-01

By: Matthew

ATTEST:

[Signature]

APPROVED AS TO FORM INL 53

[Signature]

STATE OF TEXAS

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**TRI-CITY POLICE ACADEMY
AMENDED AND RESTATED
AGREEMENT**

COUNTIES OF COLLIN
AND DALLAS

This agreement (the "Agreement") is by and among the City of Plano, ("Plano") a Texas home-rule municipal corporation, acting through its duly-authorized City Manager pursuant to Resolution No. 2004-9-33 (R), passed and approved September 27, 2004; the City of Richardson, ("Richardson"), a Texas home-rule municipal corporation, acting through its duly-authorized City Manager pursuant to Resolution No. 04-16, passed and approved 11-8-04; the City of Garland, ("Garland"), a Texas home-rule municipal corporation, acting through its duly-authorized City Manager pursuant to Resolution No. 9209, passed and approved Oct 19, 2004, (collectively referred to as the "Parties").

WITNESSTH

WHEREAS, the Parties entered into that certain agreement (the "Original Agreement") on May 31, 1990, for the joint operation and maintenance of a police academy (the "Academy") located on F.M. 544 in the city limits of Plano; and

WHEREAS, the Parties entered into that separate construction agreement (the "Construction Agreement"), attached as **Exhibit "A"**, in May 1990 providing the terms and conditions under which the Academy would be constructed and financed; and

WHEREAS, the Original Agreement expired on May 31, 2000 but the Parties were of the opinion that it was necessary and desirable to continue their joint operation and maintenance of the Academy and so approved a new agreement (the "Operating Agreement") on October 1, 2001, attached as **Exhibit "B"**; and

WHEREAS, Garland has notified Plano and Richardson, pursuant to paragraph 11 of the Operating Agreement, that it intends to withdraw from the Operating Agreement effective April 30, 2005 ("Withdrawal Date"); and

WHEREAS, the parties desire to amend and restate the Operating Agreement and provide for the withdrawal of Garland from the Operating Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of performance of the mutual covenants, obligations and undertakings by each of the respective parties to this Agreement the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the methods by which the Parties will use, operate, maintain and manage the Academy and for the

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reimbursement of certain costs upon termination of this Agreement; and to establish the rights and obligations of the Parties with respect to each other and the Academy during the notice of withdrawal period and subsequent to Garland's withdrawal from this Agreement. Following the Withdrawal Date, the term "Parties" shall collectively refer to Richardson and Plano unless the context clearly indicates otherwise.

2. Board of Managers. The Police Chiefs of Plano, Richardson and Garland shall comprise the Board of Managers of the Academy until the Withdrawal Date, after which Garland shall no longer be a member of the Board of Managers or, except as expressly provided herein, subject to any obligation contained in the Construction Agreement, Operating Agreement or this Agreement. Following the Withdrawal Date, the Police Chiefs of Plano and Richardson shall comprise the Board of Managers. The Board of Managers shall have the duty to develop, plan, maintain, operate and generally manage the Academy as well as to develop, implement, and enforce a set of procedures and policies governing operations of the Academy. The Board of Managers may appoint committees as necessary to perform these duties. The Parties agree that, as to Garland, the duties imposed under this section are to be interpreted from the perspective of a party that is withdrawing from participation in the Tri-City Police Academy as of April 30, 2005, and no majority decision of the Board of Managers or committee appointed by it can impose an obligation on Garland inconsistent with the forgoing unless Garland is in favor of the decision. The Parties agree that Garland shall not be responsible for any claim, cause of action or damages arising out of an event that occurs after the Withdrawal Date. The Parties further agree that each will indemnify and contribute to the others for any claim, cause of action or damages resulting from the manner in which they carried out their duties prior to or as of the Withdrawal Date.

3. Training Committee. The Police Chiefs of Plano, Richardson and Garland shall each appoint a representative from their respective departments to the Training Committee of the Academy. On and after the Withdrawal Date, the Training Committee shall consist of four members, two members appointed by the Plano Police Chief and two members appointed by the Richardson Police Chief. The chairperson of the Training Committee shall rotate between the two cities annually. The Chairperson of the Training Committee, or the designated representative, shall be responsible for the day-to-day supervision and operation of the Academy training program. The Parties agree that Garland shall not be responsible for any claim, cause of action or damages resulting from the continuation of any policy or procedure relating to the day-to-day supervision and operation of the Academy training program in effect on or before the Withdrawal Date where the event giving rise to the claim, cause of action or damages occurred on or after the Withdrawal Date.

4. Facility Management. The buildings comprising the Academy shall be managed by a facility manager appointed by the Plano Police Chief or his designee.

5. Usage of Facilities. The use of the Academy shall be restricted to the Parties except with the prior written unanimous consent of the Board of Managers. Any use by an additional party shall be on a temporary basis only. Additional parties utilizing the

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facility shall pay all costs associated with such use as determined by the Board of Managers, and shall in writing indemnify and hold Plano, Richardson and Garland harmless from any claim, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers which caused bodily injury, death or property damage occurring at the Academy or while traveling to or from the Academy.

On and after the Withdrawal Date, the use of the Academy shall be restricted to Plano and Richardson, except with the prior written unanimous consent of the Board of Managers. Any use by an additional party shall be on a temporary basis only. Additional parties utilizing the facility shall pay all costs associated with such use as determined by the Board of Managers, and shall in writing indemnify and hold Plano and Richardson harmless from any claim, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers which caused bodily injury, death or property damage occurring at the Academy or while traveling to or from the Academy.

6. Maintenance and Operating Fund. For each fiscal year that this Agreement is in effect there shall be established by the Board of Managers a maintenance and operating fund (the "Fund") for the purpose of meeting all financial obligations relating to operation of the Academy for such fiscal year. However, to account for the withdrawal of Garland, for fiscal year 2004-2005 the Fund shall be established by the Board of Managers (Plano, Richardson and Garland) for the purpose of meeting all financial obligations relating to the Academy for that portion of the fiscal year ending on the Withdrawal Date, and by the Board of Managers (Plano and Richardson) for that portion of the of the Fiscal Year following the Withdrawal Date. Garland shall have no obligation to the Fund for any amount established to meet financial obligations of the Academy for fiscal year 2004-2005 after the Withdrawal Date, or for any fiscal year thereafter. The Fund shall be maintained and administered by Plano using generally accepted accounting and financial standards and practices. Consistent with Chapter 791 of the Texas Government Code, as amended, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

7. Operating Budget. Prior to February 15 of each calendar year that this Agreement is in effect beginning on February 15, 2005, Plano shall cause to be prepared and submitted to Richardson for its approval a proposed operating budget for the ensuing fiscal year. This operating budget shall include all estimated expenses to be incurred in operating the Academy for such year. Personnel costs, if any, included in said budget, shall include only costs directly attributable to supervision, operation, and maintenance of the facility. Garland shall have no obligation for any amount of the operating budget approved for fiscal year 2005-2006, notwithstanding whether it is approved prior to the Withdrawal Date. Neither shall it have any obligation to pay any amount of the operating budgets approved for subsequent fiscal years.

Beginning with fiscal year 2005-2006 and for each fiscal year thereafter, Plano and Richardson shall proportionally share the operating budget. The individual share of each party shall be determined on a percentage basis by the use of a fraction, the numerator of

which shall be the total number of budgeted, full-time authorized personnel (both civil and non-civil service) in the city's police department and the denominator of which is the total number of budgeted, full-time authorized personnel in the two participating police departments. For purposes of this Agreement these numbers shall be the number of budgeted full-time authorized personnel as of January 1 of each calendar year.

On or before October 5 of each calendar year beginning October 5, 2005, Plano and Richardson shall each render one-half (1/2) of their respective share of the Operating Budget to the Fund. Plano shall account, manage, invest, and otherwise treat the Fund as if it were a fund of Plano, but shall segregate all transactions in order to provide for an auditable trail of all transactions. Plano shall prepare an analysis of the performance of the Fund for the prior fiscal year and provide a copy to Richardson. Within five (5) working days after April 1 of each calendar year beginning April 1, 2006, Plano and Richardson shall each render the remaining one-half (1/2) of their respective share of the Operating Budget, adjusted by any surplus or deficit which may have accrued from the prior six calendar months of such fiscal year.

8. Capital Improvement Budget. Plano shall prepare and submit to the Parties a Capital Improvement Budget for the Academy prior to February 15 of each calendar year that this Agreement is in effect. Since Garland is withdrawing from the Operating Agreement, no Capital Improvement Budget for the Academy shall be submitted to Garland for fiscal year 2005-2006, or any fiscal year thereafter, and Garland shall not be responsible for payment of any capital improvement approved in connection with any budgets or any other amounts for capital improvements, whether approved before or after the execution of this Agreement, except for the debt service payments provided in this section and Section 12 of this Agreement. A Capital Improvements Budget shall be prepared and submitted only if capital improvements are anticipated to be made to the Academy during the ensuing fiscal year. Capital Improvements to be constructed on the Academy site shall be constructed only in accordance with the Capital Improvements Budget. Any and all projects planned shall be approved by the city councils of Plano and Richardson before construction may commence or before a contract may be let. All capital improvement costs shall be borne equally by Plano and Richardson.

Debt service on the 1990 series bonds for construction and expansion of the Academy shall be borne equally by Plano, Garland and Richardson up to the Withdrawal Date. Debt service on the 1990 series bonds following the Withdrawal Date and for the 2002, and 2003 series bonds for construction and expansion of the Academy from the date of their inception shall be borne equally by Plano and Richardson.

9. Hold Harmless and Indemnification. Each city shall accept responsibility for, and shall hold the other city harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring at the Academy or while traveling to or from the Academy.

Handwritten initials and scribbles, including a large '9' and 'D'.

10. Overtime. Overtime costs at the Academy which are the direct result of unilateral action by the Parties shall be borne wholly by the city causing the overtime. However, nothing in this section shall be construed to authorize a claim against Garland arising from the submission of its notice of withdrawal or withdrawal from the Operating Agreement.

11. Duration of this Agreement. This Agreement shall be effective on the last date of execution hereof (the "Effective Date") and shall continue until October 1, 2011, unless sooner terminated as provided herein. Richardson may withdraw from this Agreement upon the giving of notice in writing to the Plano twelve (12) calendar months prior to the date of withdrawal. Except as otherwise provided herein, a withdrawing city shall no longer be bound by any of the provisions herein after the date of withdrawal. Garland having given notice of withdrawal pursuant to the Operating Agreement, effective April 30, 2005, Garland shall no further right to withdraw under this Agreement.

Upon the withdrawal of Richardson from this Agreement, the Parties agree that Plano shall continue to own the real property (land) upon which the Academy is located. All improvements, either capital or otherwise, made to the Academy during the term of the Operating Agreement or this Agreement shall become the property of Plano. All capital improvements constructed as a result of the Operating Agreement or during this Agreement shall be appraised to determine their fair market value. Plano shall within 30 days after the Richardson withdrawal date pay to Richardson a sum equal to 1/2 of the fair market value of all capital improvements made to or in the Academy. If the parties cannot agree upon an appraiser within thirty (30) days after the Richardson notice of withdrawal, then each party shall appoint an appraiser holding the MAI designation or successor, within fifteen (15) days after the expiration of such thirty (30) day period. Each of the two appraisers shall then independently determine the fair market value. If the two appraisers cannot agree upon the fair market value within thirty (30) days after they have been appointed, the fair market value shall be the average of the fair market value determined by each of the two appraisers.

12. Garland Withdrawal from this Agreement. Upon the withdrawal of Garland from this Agreement on April 30, 2005, the Parties agree that Plano shall continue to own the real property (land) upon which the Academy is located. All improvements, either capital or otherwise, made to the Academy during the term of the Operating Agreement or this Agreement shall become the property of Plano. The Parties further agree that following Garland's payment of its September 2004 and March 2005 debt service payments under Section III of the Construction Agreement, Garland is relieved of any further debt service payments pursuant to the Construction Agreement and any other debt service or other monetary obligations associated with improvements to the Academy or the real property upon which it is located and, in exchange and as consideration for such release of liability, Garland releases any claim to ownership of the Academy or any amounts due Garland for capital improvements it contributed to the Academy up to the Withdrawal Date as a result of or during the Operating Agreement or this Agreement. As further consideration, Garland releases Plano and Richardson, and Plano and Richardson

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releases Garland, for any and all claims arising out of or in connection with the use of the Academy pursuant to Original Agreement, the Construction Agreement, the Operating Agreement and this Agreement.

Plano and Richardson agree that: (1) they will assume equally all debt service for the Plano Series 1990 bonds on and from the Withdrawal Date, and for the 2002 and 2003 General Obligation Bonds from the date of their inception until paid in full; and (2) at the time Richardson elects to withdraw from this Agreement, Plano shall reimburse to Richardson one half (1/2) of the current market value of all capital improvements in the Academy.

Notwithstanding Garland's withdrawal from this Agreement, or any other provision hereof, Garland, Plano, and Richardson agree to each pay one third (1/3) of the cost of lead remediation at the Academy firing range.

12. Amendment and Assignment. This Agreement may not be amended except in writing by the parties hereto and may not be assigned. The Parties hereby bind themselves, their successors, designees, and legal representatives with respect to the terms, conditions, and obligations of this Agreement, to include the amendments to the Operating Agreement and Construction Agreement contained in this Agreement.

13. Notice. All notices and correspondence shall be mailed or delivered to the Parties as follows:

Plano:	Chief of Police 909 14 th Street P.O. Box 860358 Plano, Texas 75086-0358
Richardson:	Chief of Police 140 N. Greenville Ave. P.O. Box 831078 Richardson, Texas 75083-1078
Garland:	Chief of Police 1891 Forest Lane Garland, Texas 75042-7915

14. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement and Collin County shall be the exclusive venue for the bringing of any action to enforce the terms and conditions of this Agreement.

15. Annual Audits. Plano agrees to make all accounting records, transactions, and reports related to the Fund available for inspection by an authorized representative of either Richardson or Garland during normal business hours. Plano further agrees to

include all transactions relating to the Fund and other matters regarding the Fund in all financial disclosures, statements, and reports prepared for, or by, Plano and its internal or external auditors. Copies of these reports will be available to Richardson and Garland upon request.

16. Effective Date. The effective date of this Agreement shall be the latest date of any signatory.

17. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement or withdrawal of a party shall survive termination.

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

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

IN WITNESS WHEREOF the Parties have made and executed this Agreement on the day and year set opposite their signatures.

CITY OF PLANO, TEXAS

Date: 10-15-04

By: James R. Hagan
for: Thomas H. Muehlenbeck
City Manager

ATTEST:

Elaine Bealke
Elaine Bealke, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee
Diane C. Wetherbee, City Attorney

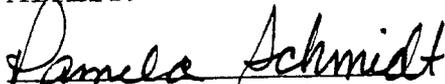
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CITY OF RICHARDSON, TEXAS

Date: 11-23-04

By: 
Bill Keffler
City Manager

ATTEST:

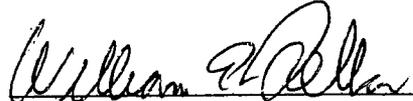

Pamela Schmidt, City Secretary

APPROVED AS TO FORM:

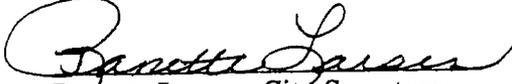

Peter G. Smith, City Attorney

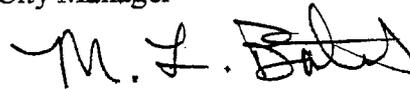
CITY OF GARLAND, TEXAS

Date: 11-4-04

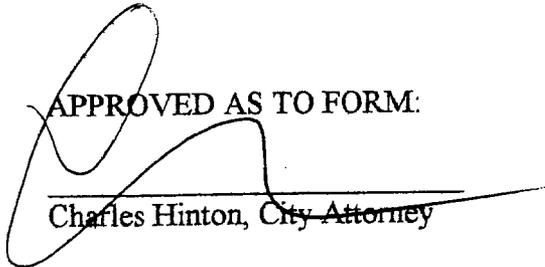
By: 
William E. Dollar
City Manager

ATTEST:


Ragnette Larsen, City Secretary



APPROVED AS TO FORM:


Charles Hinton, City Attorney

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 09/24/2007		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Police Department		<i>nilas</i>	Date	
Department Head	Gregory W. Rushin	Executive Director	<i>[Signature]</i>	<i>9/17/07</i>	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>9/17/07</i>	
Agenda Coordinator (include phone #): Pam Haines, ext 2538					

ACTION REQUESTED:

<input type="checkbox"/> ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION	<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> AGREEMENT
<input type="checkbox"/> APPROVAL OF BID	<input type="checkbox"/> AWARD OF CONTRACT	<input type="checkbox"/> OTHER	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and the Plano Independent School District: providing terms and conditions for the operation of the Police/School Liaison Program: 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: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	301,248	301,248
BALANCE	0	0	301,248	301,248

FUND(S): **GENERAL FUND (01)**

COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department 15% of the total cost of nineteen (19) Police Officers and two (2) Sergeants assigned to the School Liaison Program from October 1, 2007 through September 30, 2008.

SUMMARY OF ITEM

This agreement is for the period October 1, 2007 through September 30, 2008. It is an ongoing agreement in which for the fiscal year 2007-2008, PISD is contributing 15% of the funding for nineteen (19) Plano Police Officers and two (2) Sergeants assigned to the School Liaison Program.

List of Supporting Documents:
Agreement

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE PLANO INDEPENDENT SCHOOL DISTRICT FOR THE OPERATION OF THE POLICE/SCHOOL LIAISON PROGRAM; 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 Agreement by and between City of Plano and Plano Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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 _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2007, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD").

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide twenty-one (21) employees who are certified police officers for the School Liaison Program in the 2007-2008 fiscal year, to be assigned to duties and operational standards described in the 2007-2008 Memo of Understanding, Administrative Guidelines, as well as the Memo of Understanding, Operational Guidelines, respectively attached hereto as Attachment "1" and Attachment "2," and incorporated herein for all purposes. CITY shall also provide administration of Campus Crime Stoppers Program in accordance with Memorandum of Understanding attached hereto as Attachment "3" and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2007, and ending the 30th day of September 2008.

Subject to Section VI availability of funds, this Agreement may be renewed for subsequent fiscal years if PISD provides CITY with written intent of their desire to renew no later than June 15 preceding the fiscal year, AND if CITY provides PISD with written acceptance. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$25,104.04 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 15% of nineteen (19) certified police officers and two (2) sergeants provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

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IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between PISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of PISD employees and shall not be considered in any manner to be PISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide PISD documentation of its coverage, said coverage to meet the approval of PISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide PISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2007-2008 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

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IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

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XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law PISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless PISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Diane Wetherbee, City Attorney

By: _____
Thomas H. Muehlenbeck, City Manager

Approved as to Form:

Plano Independent School District

Attorney for PISD

By: _____
Jeff Bailey

Title: _____
Deputy Superintendent/PISD

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ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2007 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

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the _____ day of _____, 2007 by Jeff Bailey, **Assistant Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

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MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Plano Independent School District
School Year 2007-2008

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following guidelines for the Campus Crime Stoppers Program are effective for the 2007-2008 school year in accordance with other provisions included in the Police/School Liaison Interlocal Agreement governing this Memorandum of Understanding.

1. School Liaison Officers (SLOs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the liaison officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SLOs need to brief all staff members about the program. They will be told when to use the telephone tip number and when to complete a school offense report.
3. Students requesting to call the tip line telephone number while at school should be directed to the S.L.O.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin Chief, Plano Police Department	Date
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Jeff Bailey Deputy Superintendent Plano Independent School District	Date
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MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Plano Independent School District
School Year 2007-2008

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2007-2008:

1. The School Liaison Officer (SLO) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SLO supervisor shall meet with each school principal to determine the most effective hours, for the school and the department, for the SLO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with PISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SLOs.
4. SLO vacancies will be filled according to the procedures of the Plano Police Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SLOs at the time the vacancy occurs.
5. The Department will make every effort to minimize mandatory absences by SLOs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SLO, which will require their absence. The SLO will keep the principal informed of any of these absences when they occur.
6. The SLOs will staff summer school as needed.
7. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to PISD's monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Plano Police Department overtime rate by PISD. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the City of Plano.

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- c. Attendance at other events when such attendance has not been requested by PISD staff pursuant to 7(a), above, and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
8. At the end of the school year, the principal of each school having a liaison officer assigned will be asked to comment on the effectiveness of the officer on a form provided by the Plano Police Department. The appropriate SLO supervisor will be responsible for providing and collecting these forms.
9. All comments, criticisms, suggestions, and recommendations for SLO assignments or performance will be immediately referred, without delay, to the appropriate SLO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
10. The department shall have the final authority in all criminal matters in which SLOs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
11. School administrators must realize that once the police arrive at the scene of an incident, they are in charge of that scene and will make the decisions they feel are appropriate.

Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Plano Police Department.

The officer's actions and options are governed by law and police department policy.

Gregory W. Rushin _____ Date
Chief, Plano Police Department

Jeff Bailey _____ Date
Deputy Superintendent
Plano Independent School District

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MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Plano Independent School District
School Year 2007-2008

The following operational guidelines are adopted for school/police operations during school year 2007-2008. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – Except as noted below, police officers will not file complaints on Class C offenses that they do not witness. School administrators who witness the event may file the complaint with the municipal court.

School Liaison Officers will have complaint forms available at their respective schools. Once the complaint form is completed, it should be submitted to the municipal court clerk for consideration. The City Prosecutor will determine if the complaint will be accepted for prosecution.

If the complaint is accepted, the school administrator will be called as a witness.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

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3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline –Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

Gregory W. Rushin
Chief, Plano Police Department

Date

Jeff Bailey
Deputy Superintendent
Plano Independent School District

Date

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/24/2007		Reviewed by Legal ✓	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Alan Upchurch		Executive Director	9/12/07	
Dept Signature:	<i>Alan Upchurch</i>		City Manager	9/17/07	
Agenda Coordinator (include phone #): <i>[Signature]</i>					

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 AIRSPACE AGREEMENT WITH NODENBLE ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE CONSTRUCTION AND MAINTENANCE OF A PEDESTRIAN CROSSING WITH ELEVATED CANOPY OVER INFINITY AVENUE, A PUBLIC RIGHT-OF-WAY; 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 and future	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	692	692	1,384
BALANCE		0	692	692	1,384

FUND(S): GENERAL FUND

COMMENTS: This airspace agreement is for the use of public right-of-way for a pedestrian canopy. This agreement will generate \$692 per year starting in 2007-08.

STRATEGIC PLAN GOAL: This airspace agreement for private use of right-of-way relates to the City's Goals of Livable and Sustainable Community and Diverse Business Center.

SUMMARY OF ITEM

This Resolution approves an Airspace Agreement elevated pedestrian canopy between two buildings across Infinity Avenue.

List of Supporting Documents:
Location Map

Other Departments, Boards, Commissions or Agencies
n/a

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AIRSPACE AGREEMENT WITH NODENBLE ASSOCIATES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR THE CONSTRUCTION AND MAINTENANCE OF A PEDESTRIAN CROSSING WITH ELEVATED CANOPY OVER INFINITY AVENUE, A PUBLIC RIGHT-OF-WAY; 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 airspace agreement that would allow the construction, use and perpetual maintenance of a pedestrian crossing with elevated canopy crossing over Infinity Avenue, a public right-of-way; 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:

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 _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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AIRSPACE AGREEMENT

THIS **AIRSPACE AGREEMENT** (this "Agreement") made and entered into this _____ day of, 2007, by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, (the City) and **NODENBLE ASSOCIATES, LLC**, a Delaware limited liability company.

WITNESSETH:

WHEREAS, the City has the authority to grant to a private entity the right, license and permission to use the airspace above a city-owned right-of-way, provided the property used is not needed for current or future transportation or other needs; and

WHEREAS, the City has acquired sufficient legal right, title and interest in the right-of-way of Infinity Avenue within the City limits of the City of Plano, Texas, which includes the property described in Exhibit A attached hereto and by reference made a part hereof, (the Property); and

WHEREAS, the City desires to grant to Licensee the right, license and permission to use the airspace above the Property, such airspace being more particularly described in Exhibit B attached hereto and by reference made part hereof (the Airspace), for the purpose of developing, constructing, operating, maintaining, repairing and replacing an elevated canopy, which canopy facility (the Canopy) will span Infinity Avenue right-of-way (hereinafter Street) and connect two separate buildings used by Licensee, such use to be subject to the terms and conditions of this Agreement; and

WHEREAS, the proposed use will not impair the full use and safety of the Street or require or permit vehicular access to such space directly from the established grade line of said Street or interfere with the free flow of traffic on said Street.

NOW, THEREFORE, in consideration of the premises, and the covenants, promises, understandings and agreements made by each party to the other as set forth herein, the City and the Licensee do hereby mutually agree as follows:

1. Recitals

The recitals hereto are true and correct and form an integral part of this Agreement.

2. Property and Term

The City does hereby grant to Licensee the right, license and permission to the exclusive and perpetual use of the Airspace, beginning with the date of this Agreement, and terminating at such time and upon such conditions as set forth herein. The use of the Airspace shall be for the purposes of developing, constructing, operating, maintaining, repairing and replacing the Canopy.

3. Payment

Licensee shall pay the City the sum of Six Hundred Ninety Two and no/100 dollars (\$692.00) annually for the license herein granted, said sum to become due and payable on the 1st day of October each year, in advance, with the first payment due October 1, 2007. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by Licensee if any. Additionally, all

monies owed to the City under this Agreement shall be subject to the assessment of interest at a rate of ten percent (10%) per year from the date after any monies become due until paid in full.

4. Use, Occupancy and Maintenance

(a) The Licensee shall be responsible for developing and operating the Canopy as set forth herein.

(b) The Licensee's proposed use of the Canopy is as follows:

The Canopy will be for the private use of the Licensee, and will be used to transport goods, equipment, staff and guests from a parking garage on the north side of Infinity Avenue to office tenant lease space in a building on the south side of the street, and for other appurtenant needs not inconsistent with this agreement.

(c) Any change in the authorized use of the Airspace shall require prior written approval from the City Engineer, which approval shall not be unreasonably withheld or delayed.

(d) The City, through its duly authorized representative, employees and contractors, may enter the Canopy or the Airspace at any time upon reasonable prior notice for the purpose of inspection, maintenance, or reconstruction of the Street and adjacent facilities owned by the City, when necessary or for the purpose of surveying, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

(e) Licensee, at Licensee's sole cost and expense, shall maintain the Canopy so as to assure that Canopy will be kept in good condition, both as to safety and appearance so as not to be in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the Street use. In the event that Licensee fails to so maintain the Canopy, the City, through its duly authorized representatives, employees and contractors, may enter the Canopy to perform such work, and the cost thereof shall be chargeable to the Licensee and shall be immediately due and payable to the city upon the performance of such work.

(f) The occupancy and use of the Canopy shall not be such as will permit the unreasonable objectionable smoke, fumes, vapor or odors to rise above the grade line of the Street.

(g) The proposed Canopy shall not cause or allow any changes in the existing drainage to the land under the Airspace.

(h) Licensee shall not occupy or use or permit or suffer the Airspace or any part thereof to be occupied or used for any illegal business use or purpose, nor for any business, use or purpose deemed to be hazardous or involving any substance or waste nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future Federal, State or Local laws, orders, directions, ordinances or regulations.

(i) Existing utilities and all corresponding easements within or affecting the Airspace of the Property shall remain in place and Licensee shall not disturb the same.

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(j) The Canopy shall at all times remain the property of the Licensee.

5. Insurance and Indemnification

(a) It is understood and agreed, and a condition hereof, that Licensee shall at all times during the term hereof carry public liability insurance against bodily injury and airspace damage with a company authorized to do business in the State of Texas and satisfactory to the City, protecting Licensee and the City (to be a named additional insured) against any and all claims of injuries to persons or damages to the Airspace as a result of, or arising out of, the construction, use and maintenance by Licensee of the Airspace and Licensee's Canopy improvements and equipment in connection therewith and located therein. Said insurance shall be in amounts of not less than:

\$1,000,000 -Bodily Injury or Death, Per Occurrence

\$1,000,000 -Property Damage, Per Occurrence

Further, Licensee shall pay for and maintain throughout the term hereof, fire and extended coverage insurance on the Canopy within the Airspace, in an amount sufficient to fully repair or rebuild the Canopy in the event of partial or complete destruction and Licensee shall be obligated to rebuild and repair Canopy to its previous condition and any proceeds or such insurance shall first be used solely for this purpose. In the event of damage or destruction to the Canopy during the terms of this license, which damage is either (i) not recoverable under a valid fire and extended coverage insurance policy, or (ii) the result of damage or destruction to any abutting structures which are not reconstructed, Licensee may, in lieu of the obligation to rebuild and repair, terminate this Agreement. In such event, the removal of any remaining portions of the Canopy shall be undertaken by Licensee, at its, sole cost, to the satisfaction of the City Engineer.

Licensee shall carry all such insurance, at its expense, and furnish to the City a certificate of such coverage. Said policies shall bear an endorsement to the effect that no cancellation will be effective without first giving thirty (30) days' written notice to the City. In the event Licensee shall allow said insurance coverage to lapse during the term hereof, then the City Engineer may terminate this Agreement after the City Engineer provides Licensee with written notice and a ten (10) day opportunity to cure, and order the removal of the Canopy at Licensee's sole expense.

(b) It is understood and agreed as a condition hereof, that Licensee's contractors shall at all times while engaged in the construction, alteration, repair or maintenance' of Licensee's improvements within the Airspace, during the term of this Agreement, carry the following minimum insurance with companies' authorized to do business in the State of Texas, to the satisfaction of the City, protecting Licensee and the City against any and all claims for injuries to persons or damage to licensed area, as a result of, or arising out of such construction, alteration, repair or maintenance by Licensee's contractors of the improvements located within the Airspace:

1. Workers' Compensation as required by Texas law.
2. Comprehensive General Liability Insurance, including Independent Contractor's Liability, completed Operations and Contractual Liability, fully insuring each contractor's liability for bodily injury, extended to include Personal Injury liability coverage, and for damages to licensed area of their parties, with the following limits:

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Injury or Death -\$1,000,000
Property Damage -\$1,000,000

The policy shall name Licensee and the City as additional insured and include broad form Property Damage coverage extended to apply to completed operations, XCU exclusions removed.

3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, minimum limit \$1,000,000, such insurance to include coverage for loading and unloading hazards.
4. During initial construction of Licensee's improvements to the licensed area, and during major alterations thereof, Licensee's contractor shall obtain "Umbrella" excess liability coverage insuring the contractor for an amount of not less than \$10,000,000 combined single limit bodily Injury and Property Damage liability, including death, as in excess of the primary coverage required hereinabove, Licensee and the City to be named as additional insured and Licensee's contractor shall also obtain, at no cost to the City, ALL-Risks, Builder's Risk Insurance, insuring against losses resulting from fire, Extended Coverage, Vandalism, and Malicious Mischief, etc., in an amount equal to one hundred percent (100%) of the insurable value of the construction work, Completed Value Form including materials delivered and labor performed for work. This policy shall be written jointly in the names of the Licensee, the City, the contractor, subcontractors and sub-subcontractors, as their interests may appear. The policy shall have endorsement as follows:
 - (a) This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the licensed area.
 - (b) Loss, if any shall be adjusted with and made payable to the Licensee as Trustee for the insured as their interests may appear.

The above insurance shall be at no expense to the City, and the Licensee shall furnish to the City the certificates evidencing such coverage. Said policies shall bear an endorsement to the effect that no cancellation will be effective without first giving ten (10) days written notice to the City. In the event Licensee should allow such insurance coverage to lapse during the term of this license, then the City Engineer may terminate this Agreement after notice to Licensee and a ten (10) day opportunity to cure.

- (c) The Licensee will at all times assume all risk of any nature related to the Canopy, indemnify, defend, and save harmless the City from and against all loss, damage, cost or expense, including reasonable attorney's fees, arising in any manner on account of the exercise or attempted exercises by said Licensee of the aforesaid rights and privileges including, but not limited to, the construction, operation, and maintenance of the Canopy or the Licensee's default under this Agreement except for the gross negligence or willful misconduct of the City, its employees' agents, and/or representatives.

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6. Termination and Revocation

Notwithstanding anything to the contrary in this Agreement, the City shall have the right to terminate this Agreement upon the following terms and conditions:

(a) The City may terminate this Agreement, without liability, in the event the Licensee violates any of the conditions of this Agreement and such violation is not corrected within thirty (30) days after written notice of noncompliance has been given.

(b) The City may terminate this Agreement in the event the construction of improvements to the Street, under the Canopy, requires that the Canopy be removed. The determination of whether such improvements require the Canopy to be removed will be made by a majority decision of a panel of engineers consisting of the City Engineer, an engineer selected by Licensee, and a third engineer agreed upon by each of the parties' engineers. In order to exercise this right of termination, the City must provide notice to the Licensee not less than one year prior to the proposed termination date set forth in such notice. In the event the panel determines that the Canopy needs to be removed, the Licensee agrees that it will be responsible for any additional construction cost incurred by the City made necessary by virtue of the presence of the Canopy.

(c) Upon notice of termination under this paragraph and prior to the termination date, the Licensee shall, at Licensee's sole cost and expense, unless reimbursement is authorized at City's sole discretion, promptly remove, dismantle and/or demolish the Canopy in accordance with the requirements of the City and all applicable building and construction codes, laws, ordinances or regulations.

7. Construction

(a) The Licensee shall observe all Federal, State and Local safety regulations during construction of the Canopy operations. The Licensee must safely conduct the public through the project areas in accordance with the Manual on Uniform Traffic Control Devices by displaying necessary safety devices and taking whatever other measures are required or appropriate.

(b) In case the Licensee fails to meet any of the City requirements, the Licensee will be barred from performing further work under this Agreement and will be required to bring the permitted work into compliance or remove said work from the right-of-way at no cost to the City.

(c) All work shall meet the City's standards and be certified by the City Engineer that the work has been substantially completed in accordance with all City's Standard Specifications for Public Works Construction, and in accordance with all the City's published or promulgated rules, regulations, policies, plans, special provisions, and safety standards pertaining to this type of work. The City Engineer is located at 1520 K Avenue, Plano, Texas 75074, (972)941-7152.

(d) All materials and equipment may be subject to inspection by City after reasonable notice. To the extent owned or controlled by the City, the City shall provide a temporary construction easement, benefiting Licensee, covering that portion of Kincaid Road reasonably necessary during the construction process.

8. Miscellaneous

(a) The Airspace and Licensee's rights under this Agreement shall not be transferred, assigned or conveyed to another party without the prior written consent of the City. Such consent not to be unreasonably withheld, provided that Licensee may make such assignment to an entity wholly owned by a parent entity of Licensee.

(b) During the term of this Agreement, Licensee shall, at Licensee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances and regulations of the United States of America, the State of Texas, county or city governments or lawful authority whatsoever, affecting the Airspace or any part thereof, and of all insurance companies policies covering the Airspace or any part thereof.

(c) This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

(d) Licensee acknowledges that it has reviewed this Agreement, is familiar with its terms and has had adequate opportunity to review this Agreement with legal counsel of Licensee's choosing. Licensee has entered into this Agreement freely and voluntarily. No modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon the City or Licensee unless in writing and signed by both such parties.

(e) Licensee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone and telegraph services, or any other utility or service used in connection with the Canopy.

(f) All notices to the City and Licensee shall be sent at the addresses set forth below:

If to the City:

City of Plano
Attn: City Engineer
P.O. Box 860358
Plano, Texas 75086-0358

If to the Licensee:

TCDFW Investment and Development, Inc.
Mark Allyn
Executive Vice President
2100 Ross Avenue, Suite 400
Dallas, TX 75201
Fax Number (214) 979-5600

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(g) This Agreement may be entered into in conjunction with the issuance of a permit or license by the City that shall authorize Licensee's use of the Airspace for the development, construction, operation, maintenance, repair and replacement of the Canopy. Any inconsistency between the terms and conditions of this Agreement and such permit or license shall be construed in favor of and consistent with the terms and conditions of this Agreement.

(h) This Agreement shall be governed by the laws of the State of Texas, and any applicable laws of the United States of America. All obligations of the parties created by the Agreement are performable in Collin County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF PLANO, TEXAS
a home-rule municipal corporation

Resolution No. _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

NODENBLE ASSOCIATES, LLC
a Delaware limited liability company

BY: TCDFW Investment and Development,
Inc.
a Delaware corporation
Its sole managing member

BY: _____
Mark C. Allyn
Executive Vice President

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ACKNOWLEDGEMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2007 by **Mark C. Allyn**, Executive Vice President of **TCDFW Investment and Development, Inc.**, a Delaware corporation on behalf of such corporation.

Notary Public in and for the
State of Texas

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EXHIBIT "A"

LEGAL DESCRIPTION

0.034 ACRE

BEING at tract of land in the Henry Cook Survey, Abstract No. 183, in the City of Plano, Collin County, Texas and being part of Infinity Avenue (60' ROW) as dedicated by the plat recorded in Volume 2006, Page 440 of the Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in the north right-of-way line of Infinity Avenue (60' ROW) from which the intersection of the north right-of-way line of said Infinity Avenue and the west right-of-way line of Elijah Drive (60' ROW) bears EAST, 18.75 feet;

THENCE SOUTH, a distance of 60.00 feet to a point in the south line of said Infinity Avenue;

THENCE with said south line, **WEST**, a distance of 25.00 feet to a point for corner;

THENCE leaving said south right-of-way line, **NORTH**, a distance of 60.00 feet to a point in the north right-of-way line of said Infinity Avenue;

THENCE with said north right-of-way line, **EAST**, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 1,500 square feet or 0.034 acre of land.

Bearing system based on the monuments found in the north right-of-way line of Infinity Avenue according to the plat recorded in Volume 2006, Page 440 of the Map Records of Collin County, Texas.



EXHIBIT DRAWING
LEGACY TOWN CENTER (NORTH) SHEET 1 OF 2
CITY OF PLANO, COLLIN COUNTY, TEXAS

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DALLAS NORTH TOLLWAY

ELIJAH DRIVE

LOT 1, BLOCK D
LEGACY TOWN CENTER (NORTH)
CABINET 2006, PAGE 516
M.R.C.C.T.

LOT 2, BLOCK C
3.999 ACRES
LEGACY TOWN CENTER (NORTH)
CABINET 2006, PAGE 148
M.R.C.C.T.

POINT OF BEGINNING
18.75' EAST
25.00' EAST

60' ROW
CAB. 2006 PG. 440
M.R.C.C.T.

INFINITY AVENUE

60' ROW
CAB. 2006 PG. 440
M.R.C.C.T.

60.00' NORTH

25.00' WEST

60.00' SOUTH

LOT 4, BLOCK C
LEGACY TOWN CENTER (NORTH)
CABINET 2006, PAGE 516
M.R.C.C.T.

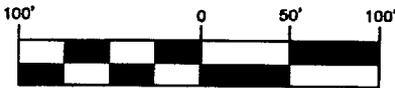
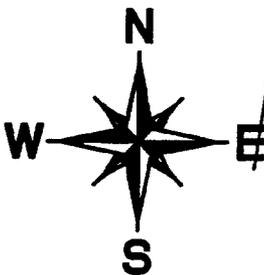


EXHIBIT DRAWING
LEGACY TOWN CENTER (NORTH) SHEET 2 OF 2
CITY OF PLANO, COLLIN COUNTY, TEXAS

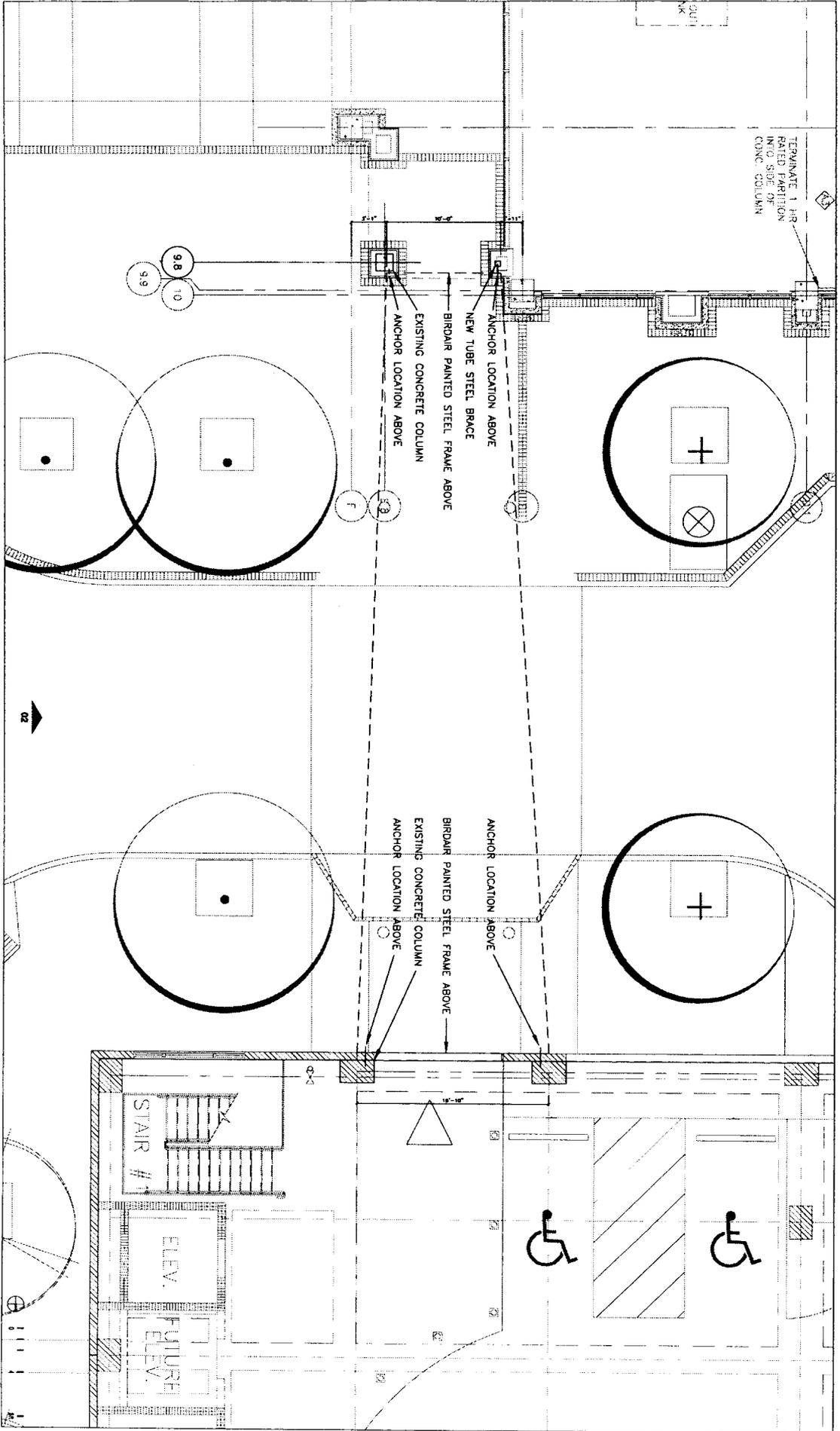


9-12

EXHIBIT "B"

ONE LEGACY CIRCLE

Planned Cross Company PLANO, TX



BIRDAIR CANOPY - GROUND FLOOR PLAN

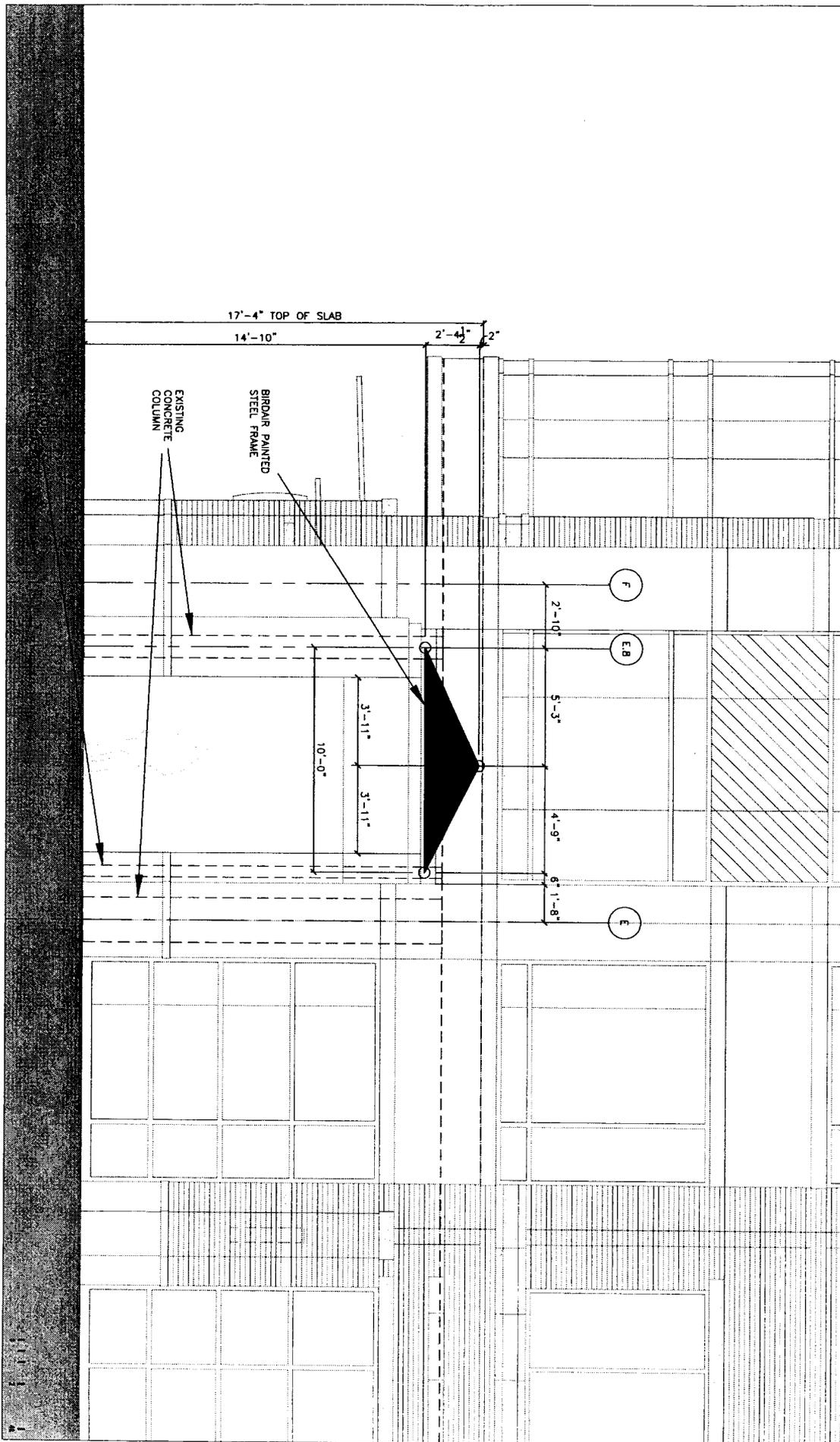
02 AUGUST 2007 #10115

HKS ARCHITECT

9-14

EXHIBIT "B"

ONE LEGACY CIRCLE
Frammeville Iron Company
PLANO, TX



BIRDAR CANOPY - CONNECTION TO BUILDING
02 AUGUST 2007 #1015

HKS
A HOK COMPANY

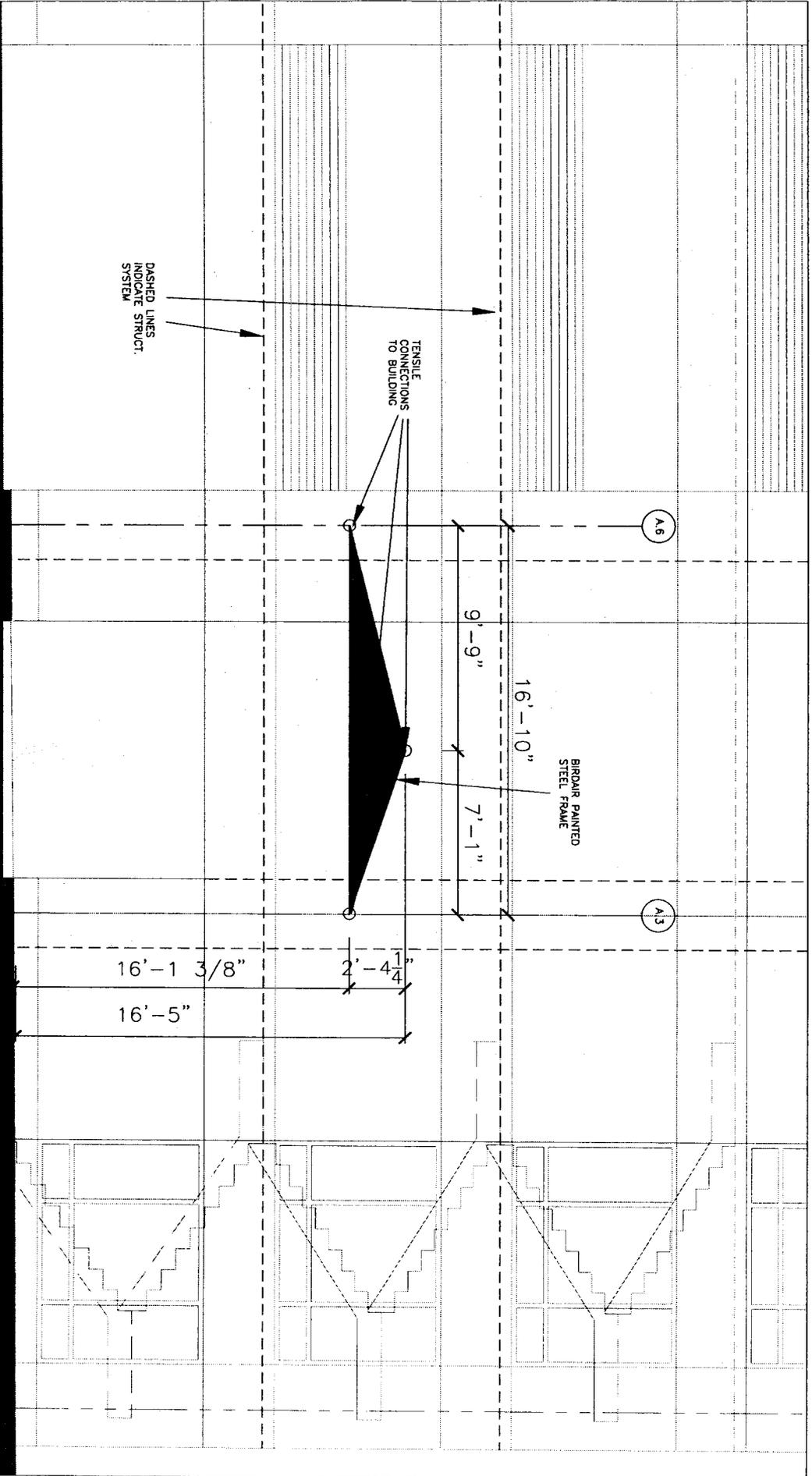
2-15

EXHIBIT "B"

ONE LEGACY CIRCLE

Tenneco Oil & Gas Company

PLANO, TX



BIRDPAIR CANOPY - CONNECTION TO GARAGE

02 AUGUST 2007 #10115

HKS

9-16

EXHIBIT "B"

Jensen & Co. Company

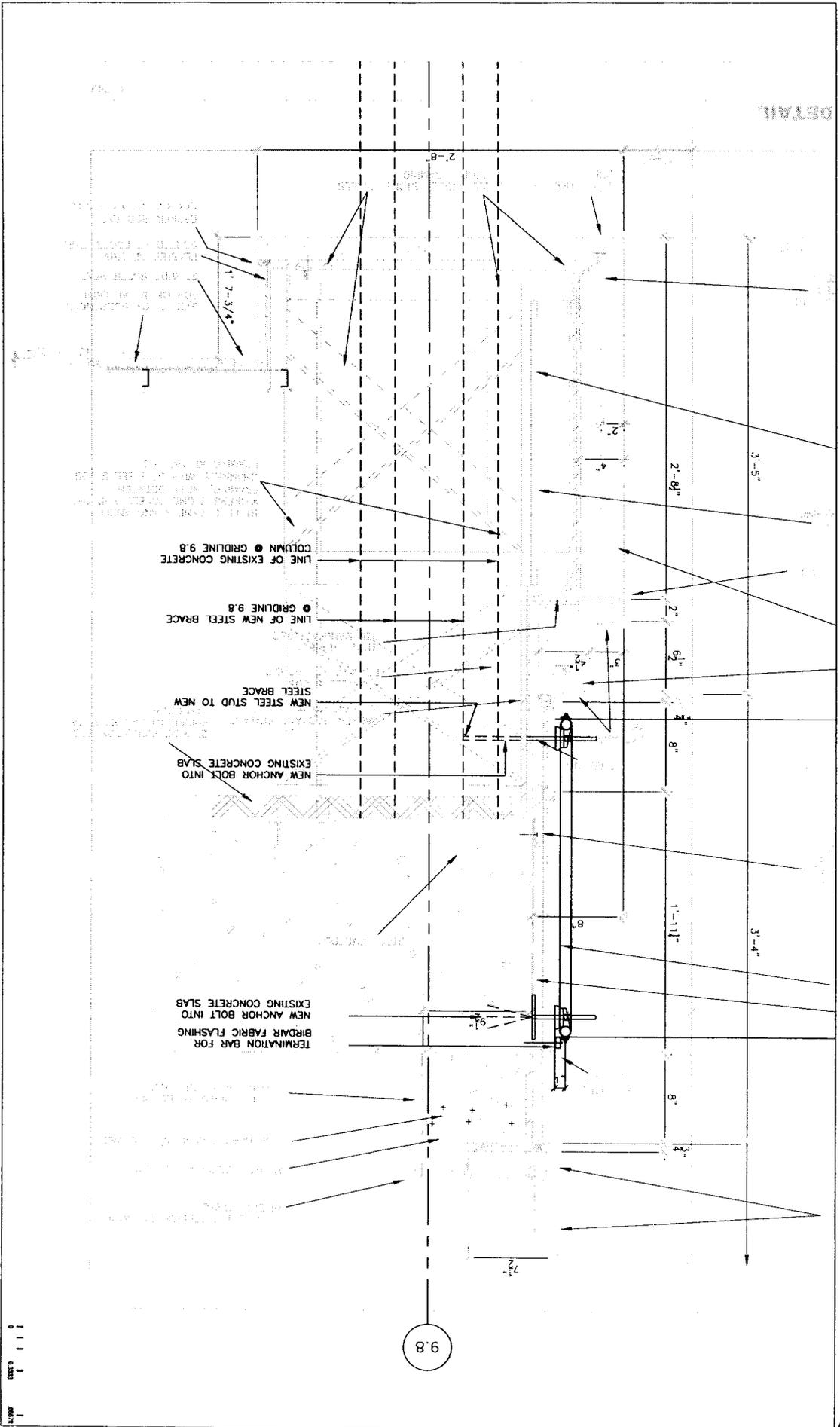
PLANO, TX

ONE LEGACY CIRCLE

BIRDAIR CANOPY - CONNECTION TO BUILDING DETAIL

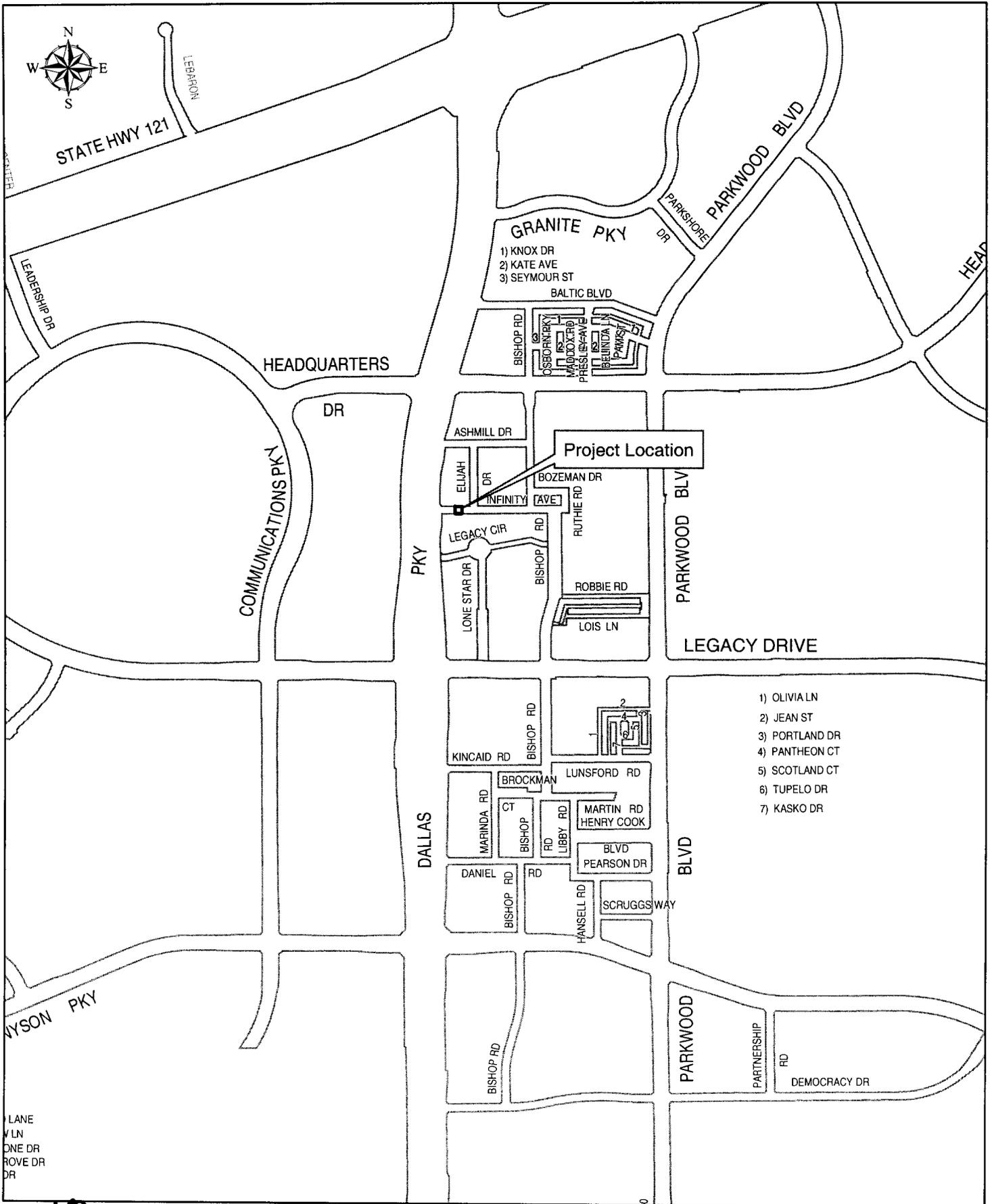
02 AUGUST 2007 #10115

HKS



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INFINITY AVENUE



LOCATION MAP

09/11/07



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable		
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory		
Reviewed by Budget <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable				
Council Meeting Date: 9/24/07		Reviewed by Legal <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
Department: Planning		Initials _____ Date _____		
Department Head: P. Jarrell		Executive Director: <i>[Signature]</i> 9/18/07		
Dept Signature: <i>[Signature]</i>		City Manager: <i>[Signature]</i> 9/18/07		
Agenda Coordinator (include phone #): L. Woodall -- 7156				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
APPROVING THE TERMS AND CONDITIONS OF AGREEMENTS BETWEEN THE CITY OF PLANO AND VARIOUS COMMUNITY ORGANIZATIONS FOR THE EXPENDITURE OF BUFFINGTON COMMUNITY SERVICES FUNDS IN THE AMOUNT OF \$514,900 FOR THE PROVISION OF VARIOUS COMMUNITY SERVICES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	514,900	0	514,900
Encumbered/Expended Amount	0	0	0	0
This Item	0	-514 900	0	-514,900
BALANCE	0	0	0	0
FUND(s): GENERAL FUND				
COMMENTS: Funds are included in the FY 2007-08 budget. Strategic Plan Goal: Community service grants related to the City's goal of "Premier City in Which to Live".				
SUMMARY OF ITEM				
City Council allocated \$505,900 in the 2007-2008 budget for the Buffington Community Services grants for various non-profit agencies, along with an additional \$9,000 for "in-kind" services to cover personnel costs associated with the Race for the Cure, for a total of \$514,900. The various agencies will receive funding on or after October 1, 2007, with the finalization of their signed contracts.				
List of Supporting Documents: Memo, contract, resolution		Other Departments, Boards, Commissions or Agencies		

MEMORANDUM

Date: July 19, 2007
To: Tom Muehlenbeck, City Manager
From: Christina Day, Neighborhood Services Manager 
Subject: Buffington Community Services and In-Kind Funding Recommendations

During the months of January and February, the Community Relations Commission held five public hearings to consider requests for Buffington Community Services Grant (BCSG) funding as well as an in-kind funding request from Susan G. Komen. Next year, we anticipate that the Susan G. Komen funding request will be handled through the Special Events grant process.

The Commission made the following recommendations for the City Council's consideration:

Buffington Community Services Grant:

Agency	Total Grant Request	Recommended BCSG Funding	2006 CS Grant
Assistance Center of Collin County	\$ 93,500	\$ 45,000	\$ 0
ACORN Housing Corporation	\$ 42,000	\$ 0	N/A
Collin Intervention to Youth	\$ 95,806	\$ 40,076	\$ 2,400
Samaritan Inn	\$ 75,000	\$ 50,000	\$ 63,200
Hope's Door	\$ 50,000	\$ 25,000	\$ 40,000
Plano ISD Educ. Foundation/Even Start	\$ 44,000	\$ 15,400	\$ 27,002
Plano ISD Educ. Foundation/Practical Parent Education	\$ 24,000	\$ 8,400	\$ 11,000
Boys and Girls Clubs of Collin County	\$ 30,674	\$ 5,000	\$ 18,000
Collin County Committee on Aging	\$ 55,125	\$ 50,000	\$ 44,000
Community Dental Care	\$ 40,000	\$ 30,000	\$ 25,000
Maurice Barnett Geriatric Wellness	\$ 45,000	\$ 30,000	\$ 30,000
Plano Children's Medical Clinic	\$ 45,000	\$ 35,000	\$ 33,000
Big Brothers Big Sisters of North Texas	\$ 34,354	\$ 6,900	\$ 11,500
Plano International Preschool	\$ 30,000	\$ 0	\$ 0
Journey of Hope	\$ 15,000	\$ 5,000	\$ 0
Assistance League of Greater Collin County	\$ 28,000	\$ 20,000	\$ 25,277
CASA of Collin County	\$ 22,920	\$ 15,000	\$ 10,081
Avenues Counseling Center	\$ 10,000	\$ 2,500	\$ 3,750
God's Food Pantry	\$ 45,000	\$ 37,000	\$ 32,000
Plano Community Charity	\$ 90,020	\$ 40,684	\$ 24,000
Collin County Adult Clinic	\$ 30,000	\$ 15,000	N/A
Child and Family Guidance Centers	\$ 66,431	\$ 9,940	N/A
Family Outreach	\$ 75,000	\$ 10,000	N/A
Forrest Outreach Center	\$ 13,625	\$ 0	\$ 0
Hendrick Academy of Excellence	\$ 30,000	\$ 0	N/A
Journey Home	\$ 30,000	\$ 10,000	\$ 0
Turning Point (Rape Crisis Center)	\$ 0	\$ 0	\$ 20,800
Collin County Children's Advocacy Center	\$ 34,104	\$ 0	\$ 15,000
AIDS Services of North Texas	\$ 60,000	\$ 0	\$ 51,000
Crossroads Family Services	\$ 37,000	\$ 0	\$ 15,000
Totals	\$1,291,559	\$ 505,900	\$ 502,010

In-Kind Services:

Susan G. Komen Race for the Cure	\$ 9,000	\$ 9,000	\$ 6,000
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Xc: Frank Turner, Executive Director of the Development Business Center
 Phyllis Jarrell, Director of Planning
 Anita Bell, Budget and Grant Coordinator

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AGREEMENTS BETWEEN THE CITY OF PLANO AND VARIOUS COMMUNITY ORGANIZATIONS FOR THE EXPENDITURE OF BUFFINGTON COMMUNITY SERVICES FUNDS IN THE AMOUNT OF \$514,900 FOR THE PROVISION OF VARIOUS COMMUNITY SERVICES; 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 proposed Agreements by and between the City of Plano and Community Dental Care, Collin Intervention to Youth (CITY House), the Assistance Center of Collin County, the Samaritan Inn, Plano Children's Medical Clinic, God's Food Pantry, Hope's Door, Big Brothers Big Sisters of North Texas, Maurice Barnett Geriatric Wellness Center, Boys and Girls Club of Collin County, Even Start, Collin County Committee on Aging, Practical Parent Education, CASA of Collin County, Plano Community Charity, Avenues Counseling Center, Journey of Hope, Assistance League of Greater Collin County, Collin County Adult Clinic, Child and Family Guidance Centers, Family Outreach, Journey Home, and Susan G. Komen Breast Cancer Foundation, a sample copy of which is attached hereto as "Exhibit A", which establish the terms and conditions of funding; and

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

WHEREAS, upon full review and consideration of the Agreements, and all matters attendant and related hereto the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his designee, shall be authorized to execute them on behalf of the City of Plano; and

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

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

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

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

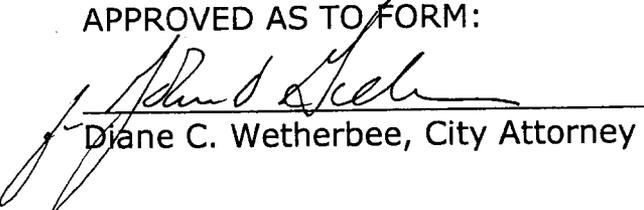
DULY PASSED AND APPROVED THIS THE 24TH DAY OF SEPTEMBER, 2007

Pat Evans, Mayor

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:



Diane C. Wetherbee, City Attorney

**FUNDING AGREEMENT BETWEEN CITY OF PLANO, TEXAS
AND
AGENCYNAME**

THIS AGREEMENT is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter referred to as "City"), and **AGENCYNAME**, a Texas non-profit corporation (hereinafter referred to as "Agency");

WHEREAS, it is deemed to be in the best interest of the residents and the City to expend public funds for Descript1; and

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

WHEREAS, Agency has established itself as being able 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**

The purpose of this Agreement is to provide terms and conditions under which City shall make the sum of up to **DOLLARS1 AND NO/100 DOLLARS (\$)** available to the Agency for the purposes set forth in Exhibit "A" attached hereto and incorporated herein. The City's source of these funds is general revenues derived from the collection of property, sales and other taxes, as well as other sources. In consideration of City providing the above referenced funding specified in the 2007-2008 fiscal year, Agency shall abide by the terms and conditions of this Agreement.

SECTION II
Term

The term of this Agreement is October 1, 2007 through September 30, 2008. At the expiration of this Agreement, the Agency shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including any written documentation requested by City to verify that Agency complied with the terms of this Agreement.

SECTION III
Permitted Uses of Funds; Conditions of Use

The Agency may use any and all funds furnished by the City under this Agreement for the purposes set forth in said Exhibit "A" and for no other purpose. If during the term of this Agreement, the Agency wishes to utilize funds for purposes other than stated in this Agreement, such change may be allowed only upon receiving written approval by the City Manager, or his designee.

The Agency further agrees to abide by the general conditions of the grant as set forth in the "General Conditions of Agreement" (hereinafter referred to as the "General Conditions"), which is attached hereto and incorporated herein for all purposes as Exhibit "B".

Any City funds which have not been expended by the Agency by September 30, 2008, will revert to the City's general revenues. Agency agrees to forward to City a written report by October 10, 2008, providing the total amount of expenditures for the term as defined under Section II above. Any funds not expended by September 30, 2008, shall be returned to the City no later than October 31, 2008.

SECTION IV

Non-Assignment

The Agency shall not assign any interest in this Agreement, whether in whole or part, without prior written approval of the City Council as evidenced by a Resolution properly approved by the Council.

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**SECTION V
Independent Contractor**

The Agency covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the City. Agency shall have exclusive control of and exclusive right to control the details of the services 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. The doctrine of respondent superior shall not apply as between City and Agency, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Agency.

**SECTION VI
Disbursement Of Funds**

Funds provided for under this Agreement shall be disbursed on or before January 31, 2008. Expenses incurred by Agency after this Agreement expires or is terminated will not be reimbursed or funded under this Agreement and the City shall assume no liability for same.

**SECTION VII
Reporting Requirements**

Within thirty (30) days of the close of each preceding quarter of the Agreement term, Agency agrees to provide financial statements sufficiently describing the expenditure of funds provided by the City, as well as a description of program goals achieved and/or progress made toward the achievement of those goals for the preceding quarter. These reports shall be furnished in writing to the Contract Administrator at the following address:

Christina Day, Neighborhood Services Manager
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358
Telephone: 972-941-5262
Fax: 972-941-7396

At the end of the Contract Term or in the event of earlier termination, Contractor shall provide a final written report of its activities and expenditures to the Contract Administrator.

**SECTION VIII
Affidavit of No Prohibited Interest**

Agency acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of signing this Agreement, an authorized representative of Agency shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

**SECTION IX
Insurance Requirements/Indemnification**

1. Insurance. At its own expense, Agency agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "D", a copy of which is attached hereto and incorporated herein. Such insurance shall be evidenced by properly executed certificates of insurance determined to be acceptable to City's Risk Manager and a current copy shall be provided to the Contract Administrator within ten (10) days of execution of this Agreement. A current copy of the certificate(s) shall be maintained by Agency and provided to City throughout the entire term of this Agreement.

2. Indemnification. Agency shall release, defend, indemnify, and hold City and its officers, agents, and employees harmless from and against all damages, injuries (including death), costs, including attorneys' fees and expenses, in any way arising out of, related to, or resulting from Agency's performance of the services under this Agreement or caused by the negligent act or omission of Agency, its officers, agents, employees, subcontractors, licensees, invitees, or any other third parties for whom Agency is legally responsible (hereinafter "Claims"). Agency is expressly required to defend City against all such Claims.

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

This Section is solely for the benefit of the City and Agency and does not create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION X Termination

This Agreement may be terminated early by either party giving the other party written notice, with such notice to be given in writing not less than ninety (90) days before the desired early termination date. Any commitments and obligations of Agency existing prior to notice of early termination shall be honored and shall not prejudice the right of Agency to pay such costs previously incurred and to be paid out of the funds furnished by City. New commitments incurred after notice of termination is given shall not be funded by this Agreement. Notice of termination shall be given when written notice is sent to either party by certified mail, return receipt requested. The date and time of postmark shall be determinative. In the event of such early termination, or at the end of the term of this Agreement, the Agency agrees to return to City both the unused and the unencumbered balance of any funds previously disbursed to the Agency by City pursuant to this Agreement within ten (10) days of either event.

In the event the Agency breaches any of the terms or conditions of this Agreement, whether in whole or part, the City shall have the right to immediately terminate this Agreement by providing written notice to the Agency. In the event of termination for breach, Agency shall be solely responsible for funds expended contrary to the terms and conditions of this Agreement.

**SECTION XI
Miscellaneous**

1. Entire Agreement. This Agreement and its Exhibits embody the entire agreement between the parties and may only be modified, amended or supplemented, in writing if executed by both parties.

2. Authority. The undersigned represents and warrants that he or she is the duly authorized representative of the Agency and that this Agreement has been approved and accepted by the Board of Trustees (or equivalent) of the Agency.

This Agreement shall not be considered fully executed or binding on the City until the same shall been executed by Agency and the City Manager or his designee, and approved and accepted by the City Council of the City of Plano in open meeting as required by law.

3. Successors and Assigns. This Agreement shall be binding upon the parties hereto, their successors, personal representatives and assigns.

4. Waiver. No waiver of the City's rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of the City. The waiver by the City of any breach of any term, covenant or conditions shall not be deemed to be a waiver of any other or subsequent breach of this same or any other term, covenant or condition herein contained.

5. Notices. Notices as required by this Agreement shall be in writing delivered to the parties as follows:

City of Plano, Texas

Agency

Christina Day
Neighborhood Services Manager
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

Title
AGENCYNAME
Caddress
Zip

Telephone: 972-941-5262
Fax: 972-941-7396

Telephone: Cphone
Fax: Cfax

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

7. Interpretation of Agreement. 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.

8. Venue. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

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

AGENCYNAME

Date: _____

By: _____
Name
Title

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2007 by **NAME**, Title of **AGENCYNAME**, a Texas non-profit 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 _____, 2007 by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

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EXHIBIT "A"

PURPOSES

This grant may be used for expenses of 'Description unique to contract'.

Not more than 50% of the grant expenditures may be for staff salary and benefits.

Other prohibited expenditures are as follows:

- A. Social functions, parties, receptions, refreshments, or beverages.
- B. Licensing fees of any kind.
- C. Underwriting, investments, stocks, bonds, or any financial obligation.
- D. Interest and/or depreciation on loans, fines, penalties, or costs of litigation.

EXHIBIT "B"

GENERAL CONDITIONS OF AGREEMENT

The Agency agrees to the following general conditions:

1. All accounting procedures, records, and reports shall be available for inspection by a duly authorized representative of the City of Plano. An independent audit of the Agency's financial records, paid for by Agency, shall be furnished to the City upon request.
2. The Agency agrees to the on-site inspection of its facilities and/or programs by the City.
3. Improper use of funds awarded in the grant may result in the termination of the grant, forfeiture of any outstanding grant award and/or recovery of previous payments.
4. Programs, activities, employment opportunities, etc. 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, handicap, or political affiliation.
5. The Agency 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.
6. The Agency shall comply with all Federal, State, and Local conflict of interest laws, statutes, and regulations, and said laws shall apply to all parties and beneficiaries under this Agreement, as well as to all officers, employees, and agents of City.
7. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or 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.
8. The City shall have the right to review any and all contracts to be let by the Agency prior to execution by the Agency, and to require such terms and conditions as it deems necessary to protect the City's interests to be modified, added, or deleted.
9. This Agreement may not be changed or adjusted without the prior approval of City Manager, or his designee.

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EXHIBIT "C"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **AGENCYNAME** (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.

AGENCYNAME

By: _____
Name
Title

STATE OF TEXAS §
§
COUNTY OF COLLIN §

Subscribed and sworn to before me this ____ day of _____, 2007.

Notary Public, State of Texas

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EXHIBIT "D"

INSURANCE REQUIREMENTS

Agency 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 Agency, its agents, representatives, employees, volunteers, officers, director, or subcontractors.

The Agency 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: The City, its officers, officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" as respects to liability arising out of any activities performed by or on behalf of the Agency. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Agency's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Agency's insurance and shall not contribute with it.

City prefers that insurance be placed with insurers with an A.M. Best rating of A:VI or, a Standard & Poors rating of A or better.

The Agency shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state the 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. All endorsements required shall be attached to the original certificate when submitted.

ATTESTATION

I, **NAME**, am of sound mind and at least eighteen (18) years of age. My position is Title of **AGENCYNAME**. As Title, I am familiar with the activities of **AGENCYNAME**, including its status as a non-profit corporation. I do hereby affirm to the best of my knowledge that **AGENCYNAME** is currently valid as a non-profit corporation, and has not had nor in the reasonably foreseeable future is likely to have its status as a non-profit corporation revoked.

AGENCYNAME

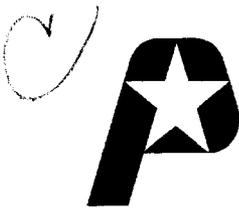
By: _____
Name
Title

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

Subscribed and sworn to before me this ____ day of _____, 2007.

Notary Public, State of Texas

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/24/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Public Svcs/Oper.	Initials	Date	
Department Head	James R. Hogan	Executive Director	<i>[Signature]</i>	9-17-07
Dept Signature:		City Manager	<i>[Signature]</i>	9/17/07
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 OF PLANO, TEXAS, AUTHORIZING THE CITIES AGGREGATION POWER PROJECT, INC. TO NEGOTIATE ON BEHALF OF THE CITY FOR THE PURCHASE OF RENEWABLE ENERGY CREDITS EFFECTIVE FOR THE 2008 CALENDAR YEAR; AUTHORIZING THE CITY MANAGER OR OTHER DESIGNATED CITY OFFICIAL TO SIGN THE STANDARD FORM REC ACCOUNT AGREEMENT WITH THE ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC. ("ERCOT") FOR THE 2008 CALENDAR YEAR; AUTHORIZING THE CITY MANAGER OR OTHER DESIGNATED CITY OFFICIAL TO REGISTER THE CITY'S OWNERSHIP OF RENEWABLE ENERGY CREDITS WITH THE ELECTRIC RELIABILITY COUNCIL OF TEXAS; COMMITTING TO BUDGET FOR THE PURCHASE OF RENEWABLE ENERGY CREDITS TO BE EFFECTIVE FOR THE 2008 CALENDAR YEAR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	10,206,774	10,206,774
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	- 14,458	-14,458
BALANCE	0	0	10,192,316	10,192,316

FUND(s): VARIOUS FUNDS

COMMENTS: Funding for this item is included in the FY 2007-08 Proposed Budget within the Electricity accounts spread among various departments.

STRATEGIC PLAN GOAL: Funding to purchase renewable energy credits relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

Requesting approval to purchase renewable energy credits; will be billed at later date if approved.

List of Supporting Documents: EXHIBIT A "Memorandum to Thomas H. Muehlenbeck	Other Departments, Boards, Commissions or Agencies
---	--

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANO, TEXAS, AUTHORIZING THE CITIES AGGREGATION POWER PROJECT, INC. TO NEGOTIATE ON BEHALF OF THE CITY FOR THE PURCHASE OF RENEWABLE ENERGY CREDITS EFFECTIVE FOR THE 2008 CALENDAR YEAR; AUTHORIZING THE CITY MANAGER OR OTHER DESIGNATED CITY OFFICIAL TO SIGN THE STANDARD FORM REC ACCOUNT AGREEMENT WITH THE ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC. ("ERCOT") FOR THE 2008 CALENDAR YEAR; AUTHORIZING THE CITY MANAGER OR OTHER DESIGNATED CITY OFFICIAL TO REGISTER THE CITY'S OWNERSHIP OF RENEWABLE ENERGY CREDITS WITH THE ELECTRIC RELIABILITY COUNCIL OF TEXAS; COMMITTING TO BUDGET FOR THE PURCHASE OF RENEWABLE ENERGY CREDITS TO BE EFFECTIVE FOR THE 2008 CALENDAR YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas (City) is a member of Cities Aggregation Power Project, Inc. (CAPP), a nonprofit political subdivision corporation dedicated to securing electric power for its 100 members in the competitive retail market; and

WHEREAS, the City is under contract to secure its electric energy needs through CAPP at least through December 31, 2008; and

WHEREAS, the CAPP Board has investigated options to allow CAPP members to voluntarily incorporate support for renewable energy into their overall energy portfolio through the purchase of Renewable Energy Credits (RECs); and

WHEREAS, the cost of RECs voluntarily purchased by the City will be in addition to the contract price for energy paid by the City because the purchase of RECs does not offset the member's cost of electricity but is instead a contribution toward increasing the state's renewable resources; and

WHEREAS, RECs make it possible for the City to monetarily support renewable energy by enhancing the economic performance of renewable generation and demonstrating demand for renewable energy projects, which will ideally attract additional investment in such projects; and

WHEREAS, RECs help ensure the new renewable energy capacity is built in the most efficient and economical manner; and

WHEREAS, additional renewable energy capacity in Texas protects and enhances the Texas environment for the benefit of all current and future Texans; and

WHEREAS, allocating **\$14,458** for the purchase of RECs is approximately equivalent to **5%** of the City's total annual use; and

WHEREAS, it is appropriate to designate the City Manager to execute a contract for the purchase of RECs for the 2008 calendar year and to register the purchase of RECs with the REC program administrator, the Electric Reliability Council of Texas (ERCOT); and

WHEREAS, purchasing RECs for calendar year 2008 will entail a lump sum cash payment by the City when the RECs are purchased, which is likely to occur sometime after October 1, 2007, and before December 31, 2007; and

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

Section I. The City of Plano desires to support the renewable energy market in Texas by voluntarily purchasing RECs for the 2008 calendar year equal to an amount not to exceed **\$14,458.00** and authorizes CAPP consultants to negotiate the purchase of RECs on the City's behalf.

Section II. The Plano City Council appoints the City Manager to execute a contract for the purchase of RECs for the 2008 calendar year and to register the purchase with ERCOT, the statewide administrator of the RECs program.

Section III. A copy of the resolution shall be sent to Geoffrey M. Gay, legal counsel to CAPP.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



P.O. Box 860358
Plano, Texas 75086-0358
(972) 941-7000
Fax (972) 941-0099
www.plano.gov

MEMORANDUM

DATE: August 31, 2007

TO: Thomas H. Muehlenbeck, City Manager

FROM: James R. Hogan, Executive Director

SUBJECT: Request to Purchase Renewable Energy Credits

The Board of Directors of CAPP (Cities Aggregation Power Project), in which Plano is a member, asked its consultant to evaluate the possibility of CAPP facilitating the purchase or Renewable Energy Credits (RECs) for its membership. On May 9, 2000, the Public Utility Commission of Texas (PUCT) appointed ERCOT as Program Administrator of the Renewable Energy Credits Trading Program.

The purpose of the Renewable Energy Credits Trading Program is to ensure that an additional 2,000 megawatts (MW) of generating capacity from renewable energy technologies is installed in Texas by 2009. The CAPP Board feels it is important that the membership have an opportunity to participate in the future of renewable energy.

The City of Plano has made a concerted effort to begin a proactive sustainability program and to find ways to support a diversified electric generation program that fits the vision of that program. The voluntary purchase of RECs helps protect and enhance the Texas environment by ensuring that new renewable energy capacity is built in the most efficient and economical manner. It encourages the development, construction, and operation of renewable energy resources at sites that have the potential for capture and development of resources. The City's purchase of RECs enhances the economic performance of renewable generation and demonstrates demand for renewable energy projects, which will ideally attract additional investment in such projects in Texas.

As electrons flow through the electric grid in Texas any particular generation source can not be traced to the end user. However, RECs make it possible for individual entities to support the expansion of wind-generated energy. When a wind farm generates 1 megawatt-hour of capacity, it produces two things – the actual megawatt hours of energy and one REC. Each is individually marketable; the wind generator can sell the power it produces, as well as the REC. If the REC is sold then the generator registers the REC with ERCOT. These RECs can be purchased from a generator or from traders in the intermediary market.

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Retail Electric Providers (REPs) are required by law to purchase RECs (a pro-rata share of the statutory goal of renewable energy); others like CAPP cities would do so solely to support and indirectly sponsor renewable energy. This support is the only practical way to contribute towards the State's goal.

With the ongoing sustainability efforts in our organization, staff is recommending that Plano participate in CAPP's program and purchase RECs equivalent to 5% of our current electric demand. Our estimated total annual usage is 57,830,918 kWh; this equates to a one-time payment of \$14,458 for 2,292,000 kWh.

The FY 2007-2008 Budget includes \$10,206,774 for electrical expenses. Funding for this contribution will be blended in that account.

Please let me know if you have questions or need additional information.

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 09/24/07		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering			Initials
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i> 9/17/07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 9/17/07	
Agenda Coordinator (include phone #): I. Pegues 7198				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, amending Ordinance No. 2007-7-6, codified in subsection entitled "Central Expressway (U.S. Highway 75 Service Roads)" under Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, Motor Vehicles and Traffic, to raise the prima facie maximum speed limit from 45 miles per hour (45 MPH) to 50 miles per hour (50 MPH) on the section of Central Expressway from Spring Creek Parkway to the northern city limit line; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause and an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
<p>The Texas Department of Transportation (TxDOT) and the Transportation Engineering Division have agreed that raising the speed limit for Central Expressway from 45 MPH to 50 MPH from Spring Creek Parkway to the north city limits line would provide a transition from the 55 MPH speed limit in the City of Allen to the 45 MPH speed limit in the City of Plano. As a result of the studies conducted by TxDOT and based on this agreement, the Transportation Engineering Division recommends establishing a 50 MPH speed limit on Central Expressway from Spring Creek Parkway to the northern city limit line.</p>				
List of Supporting Documents: Map		Other Departments, Boards, Commissions or Agencies		

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2007-7-6, CODIFIED IN SUBSECTION ENTITLED "CENTRAL EXPRESSWAY (U.S. HIGHWAY 75 SERVICE ROADS)" UNDER SECTION 12-74(B) OF CHAPTER 12, MOTOR VEHICLES AND TRAFFIC, OF THE CITY OF PLANO CODE OF ORDINANCES, MOTOR VEHICLES AND TRAFFIC, TO RAISE THE PRIMA FACIE MAXIMUM SPEED LIMIT FROM 45 MILES PER HOUR (45 MPH) TO 50 MILES PER HOUR (50 MPH) ON THE SECTION OF CENTRAL EXPRESSWAY FROM SPRING CREEK PARKWAY TO THE NORTHERN CITY LIMIT LINE; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A PENALTY CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PUBLICATION CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on July 23, 2007 by Ordinance No. 2007-7-6, the City Council of the City of Plano established a prima facie maximum speed limit of 45 miles per hour (45 MPH) on the U.S. Highway 75 service roads within the corporate city limits of the City of Plano, and such Ordinance was codified as subsection "U.S. Highway 75 Service Roads" of Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano; and

WHEREAS, on August 13, 2007 by Ordinance No. 2007-8-6, the City Council of the City of Plano changed the names of the service roads on U.S. Highway 75 to Central Expressway, within the incorporated city limits of the City of Plano thereby changing the subsection title to "Central Expressway (U.S. Highway 75 Service Roads)"; and

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, grants to cities operating under a Home Rule Charter the authority to control the operation of motor vehicles using its streets and to prescribe reasonable and safe prima facie maximum speed limits for the same; and

WHEREAS, the Texas Department of Transportation, based upon a traffic engineering study conducted on September 8, 2006 and a determination that an increase is warranted, requested that the City of Plano adopt an ordinance to increase the maximum prima facie speed limit on Central Expressway from the south city limits line to the north city limits; and

WHEREAS, the City of Allen, Texas has set their speed limit along southbound Central Expressway to 55 miles per hour (55 MPH) from Bethany Drive south to the city limit line; and

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WHEREAS, the Transportation Engineering Division has reached an agreement with the Texas Department of Transportation to raise the speed limit from 45 miles per hour (45MPH) to 50 miles per hour (50 MPH) on northbound and southbound Central Expressway from Spring Creek Parkway to the northern city limit line in order to provide a transition from the 45 miles per hour (45 MPH) speed limit south of Spring Creek to the 55 miles per hour (55 MPH) speed limit in the City of Allen; and

WHEREAS, the City Council hereby finds and determines that it is necessary, based on the speed studies conducted by the Texas Department of Transportation (TxDOT), to change the maximum prima facie speed limits for U.S. Highway 75 Service Roads from Spring Creek Parkway to the northern city limit line in order to provide a transition between speed zones.

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

Section I. The following prima facie maximum speed limits hereafter indicated for motor vehicles are hereby determined and declared to be reasonable and safe, and such maximum speed limits are hereby fixed at the rate of speed indicated for motor vehicles traveling upon the named streets or highways or parts thereof. No motor vehicle shall be operated along or upon said portions of said named streets or highways within the incorporated limits of the City of Plano in excess of the speeds now set forth.

Section II. Ordinance 2007-7-6, duly passed and approved by the City Council of the City of Plano, Texas on July 23, 2007, and codified as subsection entitled "Central Expressway" of Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, is hereby amended to read as follows:

"Central Expressway (U.S. Highway 75 Service Roads):

- (1) Forty-five (45) miles per hour along and upon Central Expressway on both the east and west sides of U.S. Highway 75 from the south city limit line to Spring Creek Parkway.
- (2) Fifty (50) miles per hour along and upon Central Expressway on both the east and west sides of U.S. Highway 75 from Spring Creek Parkway to the north city limits line."

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

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

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

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

Section VII. The repeal of any ordinance or part of any ordinance 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 ordinances at the time of passage of this Ordinance.

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

DULY PASSED AND APPROVED this 24th day of September, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

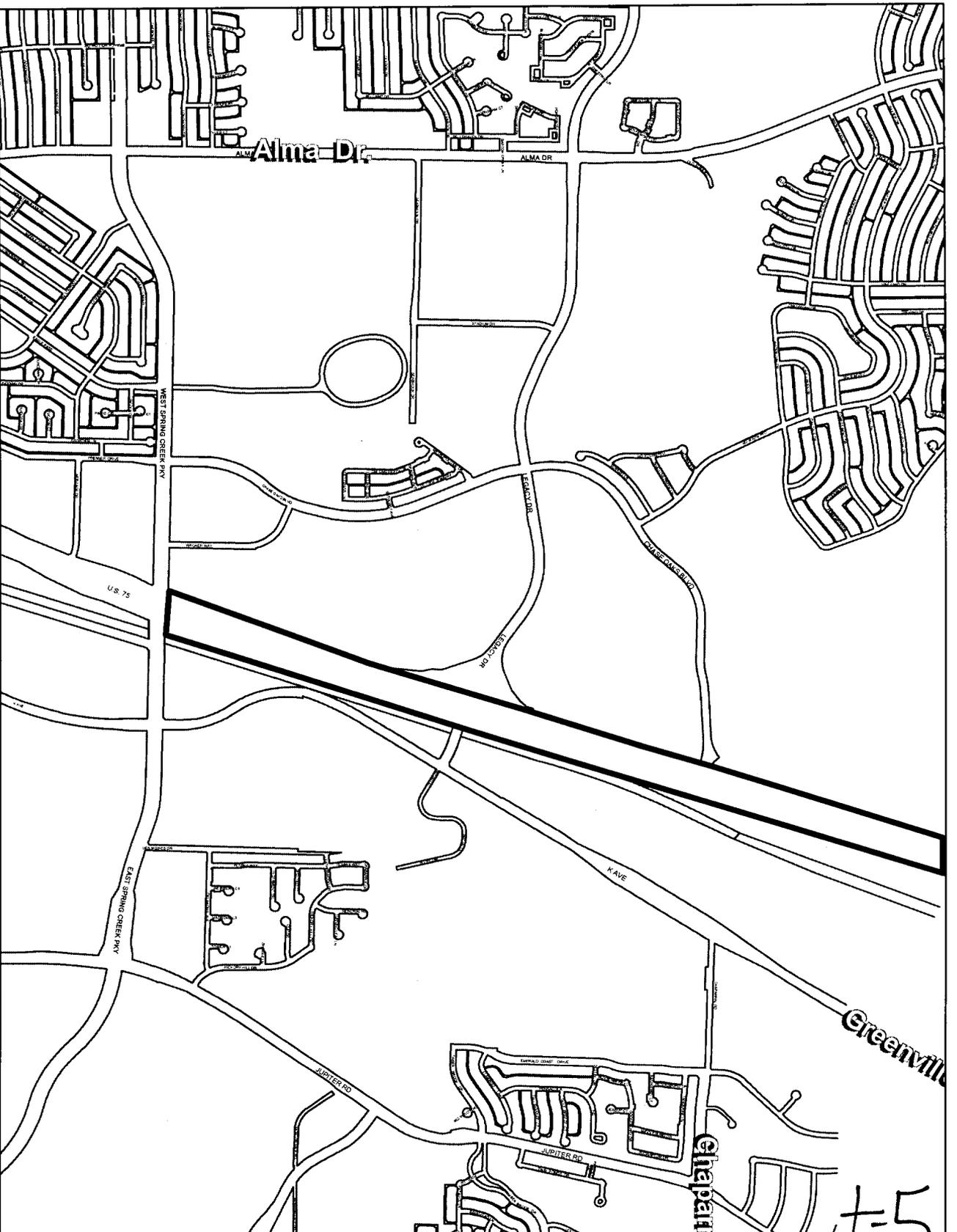
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

t-4

SEPTEMBER
2007

U.S. Highway 75 Service Roads Speed Limit Change





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 09/24/07		Reviewed by Legal <i>wj</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering			Initials
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i> 9/17/07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 9/17/07	
Agenda Coordinator (include phone #): I. Pegues 7198				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Ordinance No. 2006-6-29, currently codified under Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to extend a school zone on McDermott Road beginning at a point two hundred (200) feet east of Enchanted Ridge Drive and continuing in a westerly direction to a point two hundred twenty (220) feet west of Coit Road; to establish a school zone on Coit Road from a point two hundred ninety (290) feet south of McDermott Road to a point two hundred forty (240) feet north of McDermott Road during the time periods of 7:50 a.m. through 8:50 a.m. and 3:45 p.m. through 4:30 p.m. on school days; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	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				
Frisco Independent School District (FISD) has requested to extend the existing school zone on McDermott Road adjacent to Fowler Middle School and to establish a new school zone on Coit Road north and south of McDermott Road. The City of Plano Transportation Engineering Division supports the extension of the school zone and the installation of the new school zone for Fowler Middle School.				
List of Supporting Documents: Map		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING ORDINANCE NO. 2006-6-29, CURRENTLY CODIFIED UNDER CHAPTER 12 (MOTOR VEHICLES AND TRAFFIC), ARTICLE IV (SPEED), SECTION 12-73(d) OF THE CITY OF PLANO CODE OF ORDINANCES, TO EXTEND A SCHOOL ZONE ON McDERMOTT ROAD BEGINNING AT A POINT TWO HUNDRED (200) FEET EAST OF ENCHANTED RIDGE DRIVE AND CONTINUING IN A WESTERLY DIRECTION TO A POINT TWO HUNDRED TWENTY (220) FEET WEST OF COIT ROAD; TO ESTABLISH A SCHOOL ZONE ON COIT ROAD FROM A POINT TWO HUNDRED NINETY (290) FEET SOUTH OF McDERMOTT ROAD TO A POINT TWO HUNDRED FORTY (240) FEET NORTH OF McDERMOTT ROAD DURING THE TIME PERIODS OF 7:50 A.M. THROUGH 8:50 A.M. AND 3:45 P.M. THROUGH 4:30 P.M. ON SCHOOL DAYS; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, A PUBLICATION CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, grants Home-Rule municipalities the authority to alter by ordinance prima facie maximum speed limits from the results of an engineering and traffic investigation on streets and highways located in the municipalities corporate limits; and

WHEREAS, a Traffic Engineer for the City of Plano conducted traffic and engineering studies on McDermott Road and Coit Road, and has concluded that the school zones are necessary for portions of these roads to protect children traveling to and from Fowler Middle School; and

WHEREAS, during specified times when children are traveling to and from school, the City Council finds it necessary and in the best interest of the City and its citizens to alter the prima facie maximum speed limit on portions of McDermott Road and Coit Road, which are all streets and highways within the corporate limits of the City of Plano, Texas; and

WHEREAS, the City Council of the City of Plano finds it is necessary and the best interest of the city and its citizens to extend a school zone on McDermott Road beginning at a point two hundred (200) feet east of Enchanted Ridge Drive and continuing in a westerly direction to a point two hundred twenty (220) feet west of Coit Road, and to establish a school zone on Coit Road from a point two hundred ninety (290) feet south of McDermott Road to a point two hundred forty (240) feet north of McDermott Road; and

WHEREAS, the City Council desires to establish additional 20 mph school zones during the time periods of 7:50 a.m. through 8:50 a.m. and 3:45 p.m. through 4:30 p.m. on school days on certain portions of McDermott Road and Coit Road.

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

Section I. Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, and Ordinance Number 2006-6-29, are hereby amended to read as follow:

“McDermott Road:

- (2) Between a point two hundred (200) feet east of Enchanted Ridge Drive and a point two hundred twenty (220) feet west of Coit Road on school days between 7:50 a.m. and 8:50 a.m. and between 3:45 p.m. and 4:30 p.m. (F)”

Section II. Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73 (d) of the City of Plano Code of Ordinances, and Ordinance Number 2006-6-29, are hereby amended to read as follow:

“Coit Road:

- (3) Between a point two hundred ninety (290) feet south of McDermott Road and a point two hundred forty (240) feet north of McDermott Road on school days between 7:50 a.m. and 8:50 a.m. and between 3:45 p.m. and 4:30 p.m. (F)”

Section III. All other portions of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances shall remain in full force and effect.

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

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

Section VI. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VII. The repeal of any ordinance or part of any ordinance affected by the enactment of this Ordinance shall not be construed as abandoning any action now

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pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section VIII. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this ____ day of _____, 2007.

Pat Evans, MAYOR

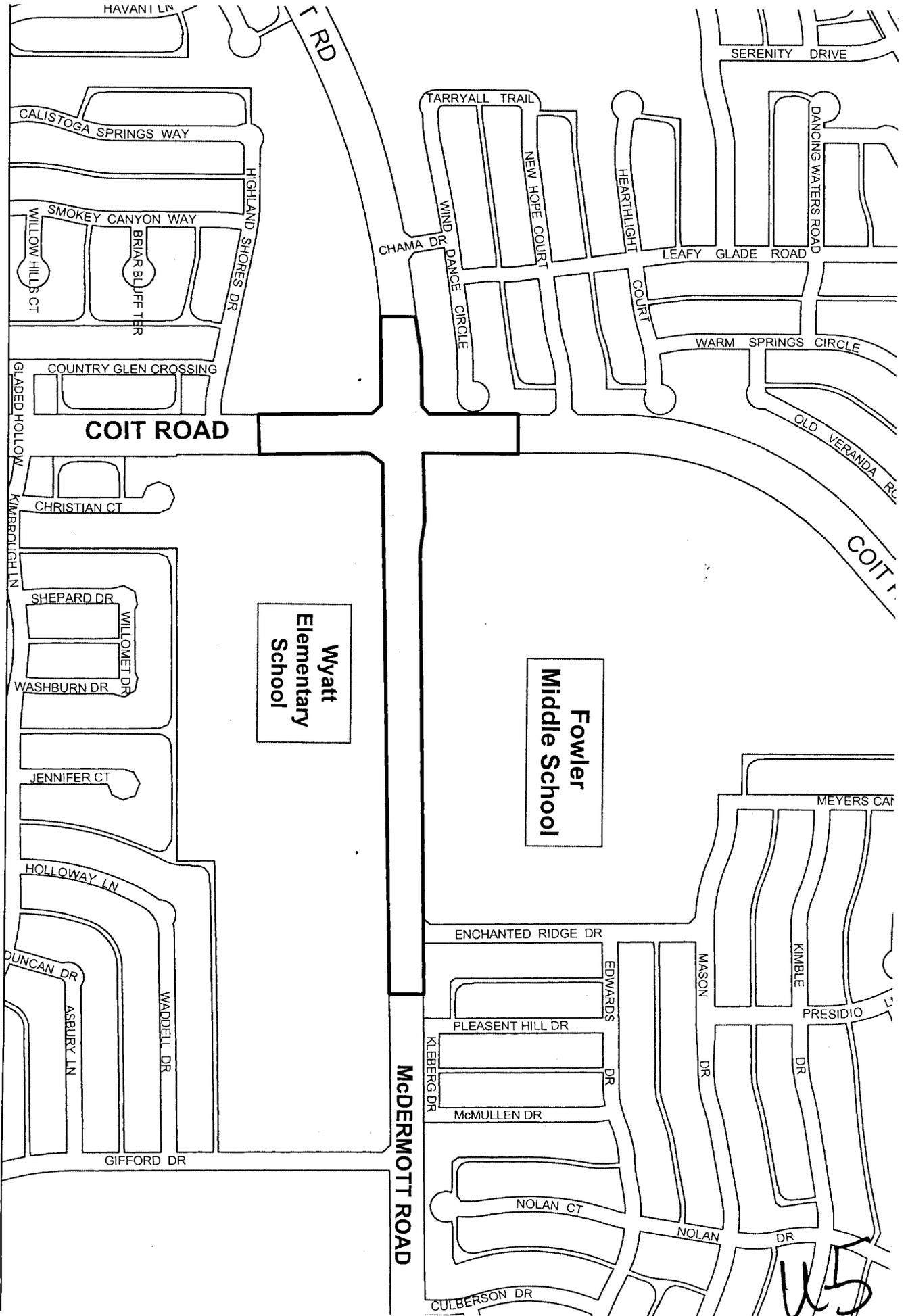
ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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SEPTEMBER
2007

Fowler Middle School Proposed School Zones



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	09/24/07		Reviewed by Legal <i>JS</i>	<input type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Human Resources		Initials	Date
Department Head	LaShon Ross	Executive Director	<i>[Signature]</i>	<i>9/24/07</i>
Dept Signature:	<i>LaShon Ross</i>	City Manager	<i>[Signature]</i>	<i>9/12/07</i>
Agenda Coordinator (include phone #): Darcy Collins, ext. 5155				

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

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 2007-7-3; ESTABLISHING THE NUMBER OF CERTAIN CLASSIFICATIONS WITHIN THE POLICE AND FIRE DEPARTMENTS FOR FISCAL YEAR 2007-08; ESTABLISHING THE AUTHORIZED NUMBER AND EFFECTIVE DATES OF SUCH POSITIONS FOR EACH CLASSIFICATION EFFECTIVE OCTOBER 1, 2007; ESTABLISHING A NEW SALARY PLAN FOR THE POLICE AND FIRE DEPARTMENTS EFFECTIVE OCTOBER 1, 2007; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input type="checkbox"/> CIP	
FISCAL YEAR: 07-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S):

COMMENTS: Increasing the number of authorized Police Officers by 2; increasing the number of authorized Police Sergeants by 2 (1 for the Business District and 1 for Crimes Against Property). Increasing the number of authorized Fire Rescue Specialists by 6; increasing the number of authorized Fire Lieutenants by 1 (Prevention); increasing the number of authorized Fire Captains by 1 (Personnel /Accreditation Officer); increasing the number of Battalion Chiefs by 1 (Special Operations Officer).

STRATEGIC PLAN GOAL: Civil Service personnel relate to the City's goal of "Premier City for Families" with "Service Excellence".

SUMMARY OF ITEM

Requesting approval of 2007-08 Civil Service Compensation and classification plan.

List of Supporting Documents: Attachments A and B	Other Departments, Boards, Commissions or Agencies
--	--

V-1

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 2007-7-3; ESTABLISHING THE NUMBER OF CERTAIN CLASSIFICATIONS WITHIN THE POLICE AND FIRE DEPARTMENTS FOR FISCAL YEAR 2007-08; ESTABLISHING THE AUTHORIZED NUMBER AND EFFECTIVE DATES OF SUCH POSITIONS FOR EACH CLASSIFICATION EFFECTIVE OCTOBER 1, 2007; ESTABLISHING A NEW SALARY PLAN FOR THE POLICE AND FIRE DEPARTMENTS EFFECTIVE OCTOBER 1, 2007; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, on July 23, 2007 by Ordinance No. 2007-7-3; the City Council of the City of Plano, Texas, established classification and salaries for each of the sworn personnel positions within the Police and Fire Departments of the City of Plano; and

WHEREAS, the City Council has since reviewed the salaries for sworn personnel within the Police and Fire Departments of the City of Plano and is of the opinion that such salaries should be increased effective October 1, 2007 as reflected on Exhibits "A" and "B" attached hereto; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective October 1, 2007, and the classification and salary plan for the sworn personnel of the Police and Fire Departments of the City of Plano, Texas as set forth in attached Exhibits "A" and "B" with such salary plan effective October 1, 2007.

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

Section I. Ordinance No. 2007-7-3 duly passed and approved by the City Council of the City of Plano, Texas on July 23, 2007 is repealed in its entirety effective October 1, 2007.

Section II. The number of positions in the City of Plano Police and Fire Departments effective October 1, 2007 and the classification and salary plan of the City of Plano Police and Fire Departments for City of Plano fiscal year 2007-08, effective October 1, 2007, all as set out on attached Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established.

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

V-2

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

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

Section VI. Upon passage, this Ordinance shall become effective October 1, 2007.

DULY PASSED AND APPROVED, this, the _____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

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CITY OF PLANO
 2007-2008 CIVIL SERVICE
 COMPENSATION PLAN
 Effective 10/01/07

FIRE

RANGE	POSITION	# Positions Effective	BASE				24 MOS.
			1	2	3	4	
001	Fire Rescue Specialist**	10/01/07 - 201	STEP:	1	2	3	4
			Monthly:	4544	4864	5358	5852
			Annual:	54,526	58,367	64,299	69,222
			Hourly:	18,7245	20,0438	22,0807	
002	Fire Apparatus Operator**	10/01/07 - 51	Monthly:	5893			
			Annual:	70,711			
			Hourly:	24,2825			
003	Lieutenant**	10/01/07 - 24	Monthly:	6639			
			Annual:	79,666			
			Hourly:	27,3579			
004	Captain**	10/01/07 - 39	Monthly:	7437			
			Annual:	89,245			
			Hourly:	30,6473			
005	Battalion Chief*	10/01/07 - 9	Monthly:	8454	9172		
			Annual:	101,450	110,064		
			Hourly:	48,7740	52,9152		
006	Assistant Fire Chief*	10/01/07 - 4	Monthly:	10,074			
			Annual:	120,888			
			Hourly:	58,1194			

* Hourly rate based on 2080 hours annually
 ** Hourly rate based on 2912 hours annually

CITY OF PLANO
 2007-2008 CIVIL SERVICE
 COMPENSATION PLAN
 Effective 10/01/07

POLICE

RANGE	POSITION	# POSITIONS Effective	Step:	BASE	1 1	2 2	3 3	4 4	5 5	6 6	7 7
001	Police Officer	10/01/07 - 303	Monthly: Annual: Hourly:	4582 54,982 26,4335	4736 56,835 27,3245	4892 58,709 28,2254	5108 61,301 29,4718	5277 63,318 30,4415	5457 65,481 31,4812	5734 68,804 33,0791	
002	Sergeant	10/01/07 - 38	Monthly: Annual: Hourly:	6509 78,106 37,5507		6759 81,108 38,9942					
003	Lieutenant	10/01/07 - 13	Monthly: Annual: Hourly:	7266 87,194 41,9201		7702 92,421 44,4329					
004	Captain	10/01/07 - 4	Monthly: Annual: Hourly:	8279 99,353 47,7660		8776 105,309 50,6291					
005	Asst. Police Chief	10/01/07 - 1	Monthly: Annual: Hourly:	9433 113,201 54,4238		10,051 120,607 57,9840					

Recruit:
 01A
 Monthly: 4245
 Annual: 50,945
 Hourly: 24,4930



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 9/24/07		Reviewed by Legal <i>PM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis M. Jarrell		<i>[Signature]</i>	<i>9/17/07</i>
Dept Signature:	<i>P. Jamell</i>		Executive Director	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Lynn Trotter, Ext. 7156	City Manager	<i>[Signature]</i> <i>9/17/07</i>

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

CAPTION

Adoption of Ordinance No. 2007-9-xx as requested in Zoning Case 2007-11 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 7.7± acres located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from General Office with Specific Use Permit #13 for Country Club and Private Club to Single-Family Residence-7 with Specific Use Permit #13 for Country Club and Private Club 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.

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

At their September 10, 2007, meeting, City Council held a public hearing and approved rezoning this property from General Office to Single-Family Residence-7. This ordinance adopts the zoning change.

List of Supporting Documents:

Ordinance
Follow-up Memo

Other Departments, Boards, Commissions or Agencies

DATE: September 11, 2007
TO: Applicants with Items before City Council
FROM: Tom Elgin, Development Review Manager 
SUBJECT: Results of City Council Meeting of September 10, 2007

**PUBLIC HEARING
ZONING CASE 2007-11
APPLICANT: CITY OF PLANO**

A request to establish appropriate zoning for 7.7± acres located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard.

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

STIPULATIONS:

Approved as Single-Family Residence-7.

TE/dc

xc: Jeffrey Silverstein, Los Rios Golf Course, L.P.
Richard Matkin, Plano Independent School District
Cliff Bormann, Assistant Building Official

ORDINANCE NO. _____
(Zoning Case 2007-11)

AN ORDINANCE OF THE CITY OF PLANO AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, SO AS TO REZONE 7.7± ACRES OUT OF THE ANDREW PIARA SURVEY, ABSTRACT NO. 687, LOCATED ON THE SOUTHEAST SIDE OF COUNTRY CLUB DRIVE, ACROSS EL SANTO ROAD, 1,600± FEET EAST OF LOS RIOS BOULEVARD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FROM GENERAL OFFICE WITH SPECIFIC USE PERMIT NO. 13 FOR COUNTRY CLUB AND PRIVATE CLUB TO SINGLE FAMILY RESIDENCE-7 WITH SPECIFIC USE PERMIT NO. 13 FOR COUNTRY CLUB AND PRIVATE CLUB; 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 24th day of September, 2007, for the purpose of considering rezoning 7.7± acres out of the Andrew Piara Survey, Abstract No. 687, located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from General Office with Specific Use Permit No. 13 for Country Club and Private Club to Single Family Residence-7 with Specific Use Permit No. 13 for Country Club and Private Club; 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 10th day of September, 2007; and

WHEREAS, the City Council is of the opinion and finds that such rezoning would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to rezone 7.7± acres out of the Andrew Piara Survey, Abstract No. 687, located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from General Office with Specific Use Permit No. 13 for Country Club and Private Club to Single Family Residence-7 with Specific Use Permit No. 13 for Country Club and Private Club, said property being described in the legal description on Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

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

Section V. Any 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 24TH DAY OF SEPTEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

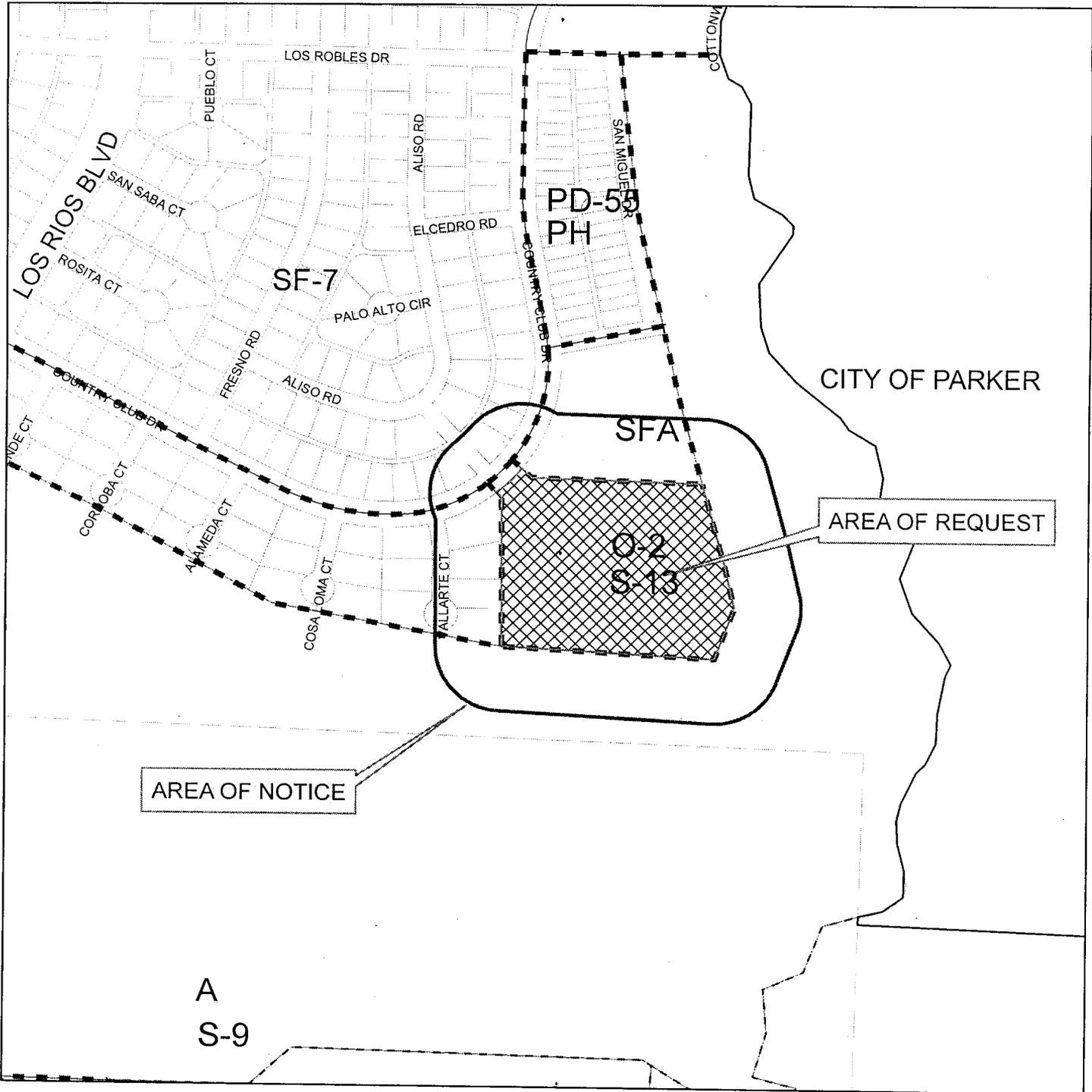
Diane C. Wetherbee, CITY ATTORNEY

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Z:ORD\ZC 2007-11 (TE)

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land located in the Andrew Piara Survey, Abstract No. 687, in the City of Plano, Collin County, Texas, and being more particularly described as follows:

Being all of Lot 2, Block E of the Resubdivision of Lots 1 and 2, Block E of the Los Rios Addition, Phase 1, an addition to the City of Plano, Texas, as recorded in Volume 11, Page 81, of the plat records of Collin County, Texas, and being the southeasterly half of the dedicated right-of-way of Country Club Drive contiguous to said Lot 2, Block E, CONTAINING approximately 7.70 acres of land.



Zoning Case #: 2007-11

Existing Zoning: GENERAL OFFICE
w/SPECIFIC USE PERMIT #13



○ 200' Notification Buffer

W-6

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/24/07		Reviewed by Legal <i>DL</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee		Executive Director	
Dept Signature:	<i>Diane Wetherbee</i>		City Manager	<i>[Signature]</i> 9/17/07
Agenda Coordinator (include phone #): Lynne Jones - 7109				

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 REVISIONS TO THE POLICY STATEMENT FOR TAX ABATEMENT AND THE TAX ABATEMENT APPLICATION OF THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE. (Tabled from 9/10/07)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(s):

COMMENTS:

SUMMARY OF ITEM

This Resolution approves the additional criteria for the tax abatement application required by the Texas legislature in HB 1196, which included a certification regarding undocumented workers. This requirement is effective September 1, 2007. It also contains revisions to reflect current practices on the further review and recommendation process and clarify when information subject to the Public Information Act may be released.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING REVISIONS TO THE POLICY STATEMENT FOR TAX ABATEMENT AND THE TAX ABATEMENT APPLICATION OF THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 25, 2006, by Resolution No. 2006-9-2(R) the City Council adopted a new tax abatement policy establishing criteria for evaluating incentive applications; and

WHEREAS, in HB 1196, the Texas legislature required additional criteria for the tax abatement application which included a certification regarding undocumented workers which requirement is effective September 1, 2007; and

WHEREAS, the tax abatement policy adopted by Resolution No. 2006-9-2(R) does not reflect the current practice of the review and recommendation process and advising an applicant that information provided as part of an application may be subject to release under the Public Information Act but that the applicant and/or city may assert an exception if it considers the information to be protected as confidential or proprietary information; and

WHEREAS, in order to comply with the requirements of the Texas legislature, the City Council wishes to adopt the new Application for Tax Abatement, which is attached to its current Policy Statement for Tax Abatement, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

Section I. The City Council hereby approves the revisions to the Application for Tax Abatement, which is attached to its current Policy Statement for Tax Abatement in compliance with HB 1196, effective September 1, 2007 and ratifies the new review and recommendation process and the addition to the Policy Statement of the practice of advising an applicant of the process for asserting an exception to the release of information deemed confidential or proprietary.

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

1-2

Resolution No. _____

Page 2

DULY PASSED AND APPROVED this the ____ day of _____,
2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO, TEXAS

POLICY STATEMENT FOR TAX ABATEMENTI. General Purpose and Objectives

The City of Plano is committed to the promotion and retention of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as the enhancement and expansion of the local economy generally serve these objectives are generally served by the enhancement and expansion of the local economy, the City of Plano will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in Plano. The City of Plano will consider providing incentives in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Plano is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

II. Criteria

All tax abatements provided by the City of Plano must have as their underlying goal to further economic development in Plano. The goals to be achieved by the granting of the tax abatement should be measurable and be binding upon the recipient of the tax abatement as set forth in an agreement between the City and recipient.

Any person, organization or corporation seeking a tax abatement to foster location, modernization of existing facilities, improvement or expansion of operations within the city limits of Plano, must comply with the following procedures. Nothing within these procedures shall imply or suggest that Plano is under any obligation to provide any incentive to an applicant.

III. Value of Tax Abatements

Following an assessment of the narrative response, the City Manager shall determine whether it is in the best interests of the City to recommend that a tax abatement be offered to the applicant. Additional consideration beyond the criteria will include such items as the degree to which the project/applicant furthers the goals and objectives of the community or meets or compliments a special need identified by the community.

1-4

Tax Abatement shall be offered in two categories: 1) Real Property and/or 2) Business Personal Property. Real property abatements will be offered to applicants that pursue the construction of new or expanded facilities in which to house the applicable project or the modernization of existing facilities. The abatement will apply to the value of improvements made. Business Personal Property abatements will be offered to applicants that pursue the purchase or long-term lease of existing facilities. The abatement will apply to the value of new personal property brought into the taxing jurisdiction.

Once a determination has been made that a tax abatement should be offered, the value and term of the abatement will be determined based upon information provided in the narrative response.

IV. Application

- A. Applicant shall complete the attached "Application for Tax Abatement."
- B. Applicant shall address all criteria questions outlined in the application in narrative format.
- C. Applicant shall prepare a plat showing the precise location of the property to which the tax abatement applies, all roadways within 500 feet of the site, and all existing land uses and zoning within 500 feet of the site, and the address of the property. Fourteen (14) days prior to the public hearing, the applicant must provide a metes and bounds property description and a general address of the property.
- D. Applicant shall complete all forms and information detailed in items A through D above and submit them to the Director of Finance, City of Plano, P. O. Box 860358, Plano, Texas 75086-0358 (email: johnm@plano.gov). Applicant shall also submit a copy of the application to the Executive Director of the Plano Economic Development Board, 4800 Preston Park Boulevard, Suite A-100, Plano, Texas 75093 (email: sallyb@plano.gov).
- E. Any information provided by applicant on the Application Form may be subject to release to the public pursuant to the Texas Public Information Act. It is the responsibility of the applicant to clearly mark information it wishes to protect from release that is

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considered proprietary or confidential. The City will notify the applicant if a request is made for information marked confidential by the applicant so that the applicant may assert to the Texas Attorney General its right to be withheld from release.

- F. Certain information provided to the City in connection with an application may be confidential and not subject to public disclosure until the incentive agreement is executed. The City of Plano, will respond to requests for disclosure as required by law and will assert exceptions on its behalf to disclosure as it deems relevant. The City will make reasonable attempts to notify the Applicant of the request so it may assert its own objections to the Attorney General.

V. Application Review Steps

- A. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- B. The City Manager may use city personnel and third parties to assist in the application review process.
- C. Upon review, the City Manager will determine whether he will recommend a proposed tax abatement to the applicant subject to final Council approval. The proposed incentive by the City Manager is not binding upon the City Council to grant a tax abatement. It is a conditional offer subject to the City Council's approval.
- D. Upon receipt of the proposed offer to be recommended to the City Council, the applicant will have ninety (90) days to accept, reject or request an extension of the proposed offer. All responses and requests shall be made in writing to the City Manager. In certain circumstances, the City Manager may shorten the time frame.
- E. Upon written acceptance by the applicant of the offer, the recommendation of the City Manager with all relevant materials will be forwarded to the City Council.

1-6

- F. The City Council of Plano may consider a resolution calling a public hearing to consider establishment of a tax reinvestment zone.
- G. The City Council of Plano may hold the public hearing and determine whether the project is "feasible and practical and would be of benefit to the land to be included in the zone and to the municipality after the expiration of the tax abatement agreement."
- H. The City Council of Plano may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial tax abatement zone.
- I. The City Council may consider adoption of a resolution approving the terms and conditions of a contract between the City and the applicant governing the provision of the tax abatement.
- J. The governing bodies of Collin County and the Collin County Community College District may consider ratification of and participation in the abatement agreement between the City of Plano and the applicant.
- K. If the tax abatement agreement is approved by the taxing units, the City of Plano will send copies of the agreement to the Office of the Governor Economic Development and Tourism, Office of the Comptroller, and to the State Property Tax Board each April.
- L. Property tax is assessed on January 1 of each year. It is the obligation of the applicant to ensure that all final approvals for the tax abatement agreement have occurred by December 31st of the year prior to the year the improvements are assessed. No tax abatement can be given for improvements that are on the Tax Assessor's Roll before the tax abatement is effective. The applicant should be aware that because of mandatory publication requirements, compliance with the governing body's calendar, and other matters, the process for obtaining approval for a tax abatement with the City of Plano governing body may take as long six weeks as well as additional time to obtain the approval of other participating taxing entities. It is the applicant's responsibility to ensure the follow up of these items and approvals.

1-7

VI. Tax Abatement Agreement Terms

At a minimum, all tax abatements shall include the following provisions:

1. No Business Personalty shall be located from any other City of Plano created reinvestment zone;
2. A minimum number of jobs must be maintained at the time Real Property Improvements are completed;
3. Right of inspection to the premises must be provided to ensure compliance with the Agreement; and
4. The right of recapture of previously abated taxes if Applicant fails to pay taxes for the assessed value for the Real Property and/or Business Personalty.

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CITY OF PLANO, TEXAS

APPLICATION FOR TAX ABATEMENT

1. Applicant Company's Name:
 Company's Representative:
 Title:
 Mailing Address:
 Telephone Number:
 Email Address:
 Website Address:

2. Tenant's Representative:
 Company:
 Mailing Address:
 Telephone Number:
 Email Address:

3. Property Owner:
 Property Owner's Representative:
 Company:
 Mailing Address:
 Telephone Number:
 Email Address:

4. Property Address and/or location description:

5. Property Legal Description (attach metes and bounds):

6. Located within:
 City of Plano
 Plano Independent School District
 Lewisville Independent School District
 Frisco Independent School District
 Collin County
 Denton County

7. Company description and overview (including headquarters location, year founded, products and services, and annual revenue and growth)

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- 8. Applicant business is:
 - Public
 - Private
- 9. Applicant company's four digit NAICS Industry Code: (if known)
- 10. Description of Project:
- 11. Will any zoning changes be necessary to accommodate the project? If yes, please provide additional information: If
- 12. Will development of the project create any negative environmental impact (air quality, water quality, visual quality, etc.)? If yes, please describe the impact: If yes, please describe
- 13. Does the applicant company plan to utilize Plano-based companies in the design, construction and on-going operations of the facility?
- 14. Date projected for occupancy of project/initiation of operations:
- 15. Will applicant company occupy:
 - Existing space:
 - Space currently planned or under construction:
 - Proposed new facility:
- 16. Acreage of site:
- 17. Square footage of occupied space:
- 18. Type of occupancy:
 - Owner Occupied
 - Landlord/Tenant
 If leasing, what is length of lease?
- 19. Applicant business is: (Click on all that apply)
 - Existing Plano company
 - New company to Plano
 - Expanding
 - Relocating from another city in Texas
 - Relocation from out-of-state or country
- 20. Type of tax abatement requested:
 - Real Property improvements

1-10

Business Personal Property improvements

21. Specify other economic assistance requested:

Employment Impact

1. Number of Full-Time Equivalents (FTE) employed by applicant company at occupancy (exclusive of contract employees):
2. Future FTE employment (if applicable):
 Projected FTE employment (milestone) of _____ by _____ (indicate date)
 Projected FTE employment (milestone) of _____ by _____ (indicate date)
3. Is this an existing business in Plano? _____ If yes, what is the FTE employment that will be retained in Plano by this project?
4. Does the applicant company anticipate hiring contract employees? _____ If yes, what is the number of FTE contract employees? _____ What is the median annual salary of the FTE contract employees? _____
5. If applicable, what is the number of FTE positions that will be relocated to Plano from applicant company's other locations?
 Provide location(s) the positions are being relocated from: _____
6. Indicate the applicant company's FTE employment in each category (at occupancy):
 Executive _____
 Professional _____
 Managerial _____
 Technical _____
 General Staff _____
 Production Workers _____
 Total _____
7. What will be the median annual salary of company's FTEs (at occupancy)? _____
8. Projected annual payroll: _____

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Fiscal Impact

	Initial Year	Year (If applicable)	Year (If applicable)
1. What is the value of the Real Property improvements (exclusive of land) that will be added to the tax base?			
2. What is the value of the Business Personal Property improvements that will be added to the tax base?			
TOTAL IMPROVEMENTS	\$	\$	\$

3. If applicable, what is the annual value of inventory eligible for Freeport Exemption?
4. If applicable, what is the annual value of sales that will be subject to sales tax collection by the City of Plano?
5. Will additional infrastructure investment be required from the City of Plano at the proposed site(s)? If yes, detail required improvements including cost estimates.

Community Impact

1. Please summarize the overall economic impact on the City of Plano (sales, real property and business personal property improvements, employment, business sector, etc.).
2. Please describe the necessity in requesting property tax abatement. Describe the competitive, financial or other issues associated with this application.

Certification of No Undocumented Workers

Chapter 2264 of the Texas Government Code requires that each business that submits an application to receive a public subsidy include in the application a statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted

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for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.

I hereby certify that _____ is in compliance with Chapter 2264 of the Texas Government Code.

Signature:

Name:

Title:

Note:

Insertion of '/s/' above the name is acceptable evidence of an electronic signature by the person so signing.

1-13

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING REVISIONS TO THE POLICY STATEMENT FOR TAX ABATEMENT AND THE TAX ABATEMENT APPLICATION OF THE CITY OF PLANO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 25, 2006, by Resolution No. 2006-9-2(R) the City Council adopted a new tax abatement policy establishing criteria for evaluating incentive applications; and

WHEREAS, in HB 1196, the Texas legislature required additional criteria for the tax abatement application which included a certification regarding undocumented workers which requirement is effective September 1, 2007; and

WHEREAS, the tax abatement policy adopted by Resolution No. 2006-9-2(R) does not reflect the current practice of the review and recommendation process and advising an applicant that information provided as part of an application may be subject to release under the Public Information Act but that the applicant and/or city may assert an exception if it considers the information to be protected as confidential or proprietary information; and

WHEREAS, in order to comply with the requirements of the Texas legislature, the City Council wishes to adopt the new Application for Tax Abatement, which is attached to its current Policy Statement for Tax Abatement, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

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

Section I. The City Council hereby approves the revisions to the Application for Tax Abatement, which is attached to its current Policy Statement for Tax Abatement in compliance with HB 1196, effective September 1, 2007 and ratifies the new review and recommendation process and the addition to the Policy Statement of the practice of advising an applicant of the process for asserting an exception to the release of information deemed confidential or proprietary.

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

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Resolution No. _____

Page 2

DULY PASSED AND APPROVED this the ____ day of _____,
2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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CITY OF PLANO, TEXAS

POLICY STATEMENT FOR TAX ABATEMENTI. General Purpose and Objectives

The City of Plano is committed to the promotion and retention of high quality development in all parts of the City and to an ongoing improvement in the quality of life for its citizens. Insofar as the enhancement and expansion of the local economy generally serve these objectives are generally served by the enhancement and expansion of the local economy, the City of Plano will, on a case-by-case basis, give consideration to providing tax abatement as stimulation for economic development in Plano. The City of Plano will consider providing incentives in accordance with the procedures and criteria outlined in this document. Nothing herein shall imply or suggest that the City of Plano is under any obligation to provide tax abatement to any applicant. All applicants shall be considered on a case-by-case basis.

II. Criteria

All tax abatements provided by the City of Plano must have as their underlying goal to further economic development in Plano. The goals to be achieved by the granting of the tax abatement should be measurable and be binding upon the recipient of the tax abatement as set forth in an agreement between the City and recipient.

Any person, organization or corporation seeking a tax abatement to foster location, modernization of existing facilities, improvement or expansion of operations within the city limits of Plano, must comply with the following procedures. Nothing within these procedures shall imply or suggest that Plano is under any obligation to provide any incentive to an applicant.

III. Value of Tax Abatements

Following an assessment of the narrative response, the City Manager shall determine whether it is in the best interests of the City to recommend that a tax abatement be offered to the applicant. Additional consideration beyond the criteria will include such items as the degree to which the project/applicant furthers the goals and objectives of the community or meets or compliments a special need identified by the community.

1-16

Tax Abatement shall be offered in two categories: 1) Real Property and/or 2) Business Personal Property. Real property abatements will be offered to applicants that pursue the construction of new or expanded facilities in which to house the applicable project or the modernization of existing facilities. The abatement will apply to the value of improvements made. Business Personal Property abatements will be offered to applicants that pursue the purchase or long-term lease of existing facilities. The abatement will apply to the value of new personal property brought into the taxing jurisdiction.

Once a determination has been made that a tax abatement should be offered, the value and term of the abatement will be determined based upon information provided in the narrative response.

IV. Application

- A. Applicant shall complete the attached "Application for Tax Abatement."
- B. Applicant shall address all criteria questions outlined in the application in narrative format.
- C. Applicant shall prepare a plat showing the precise location of the property to which the tax abatement applies, all roadways within 500 feet of the site, and all existing land uses and zoning within 500 feet of the site, and the address of the property. Fourteen (14) days prior to the public hearing, the applicant must provide a metes and bounds property description and a general address of the property.
- D. Applicant shall complete all forms and information detailed in items A through D above and submit them to the Director of Finance, City of Plano, P. O. Box 860358, Plano, Texas 75086-0358 (email: johnm@plano.gov). Applicant shall also submit a copy of the application to the Executive Director of the Plano Economic Development Board, 4800 Preston Park Boulevard, Suite A-100, Plano, Texas 75093 (email: sallyb@plano.gov).
- E. Any information provided by applicant on the Application Form may be subject to release to the public pursuant to the Texas Public Information Act. It is the responsibility of the applicant to clearly mark information it wishes to protect from release that is

considered proprietary or confidential. The City will notify the applicant if a request is made for information marked confidential by the applicant so that the applicant may assert to the Texas Attorney General its right to be withheld from release.

- F. Certain information provided to the City in connection with an application may be confidential and not subject to public disclosure until the incentive agreement is executed. The City of Plano, will respond to requests for disclosure as required by law and will assert exceptions on its behalf to disclosure as it deems relevant. The City will make reasonable attempts to notify the Applicant of the request so it may assert its own objections to the Attorney General.

V. Application Review Steps

- A. All information in the application package detailed above will be reviewed for completeness and accuracy. Additional information may be requested as needed.
- B. The City Manager may use city personnel and third parties to assist in the application review process.
- C. Upon review, the City Manager will determine whether he will recommend a proposed tax abatement to the applicant subject to final Council approval. The proposed incentive by the City Manager is not binding upon the City Council to grant a tax abatement. It is a conditional offer subject to the City Council's approval.
- D. Upon receipt of the proposed offer to be recommended to the City Council, the applicant will have ninety (90) days to accept, reject or request an extension of the proposed offer. All responses and requests shall be made in writing to the City Manager. In certain circumstances, the City Manager may shorten the time frame.
- E. Upon written acceptance by the applicant of the offer, the recommendation of the City Manager with all relevant materials will be forwarded to the City Council.

1-18

- F. The City Council of Plano may consider a resolution calling a public hearing to consider establishment of a tax reinvestment zone.
- G. The City Council of Plano may hold the public hearing and determine whether the project is "feasible and practical and would be of benefit to the land to be included in the zone and to the municipality after the expiration of the tax abatement agreement."
- H. The City Council of Plano may consider adoption of an ordinance designating the area described in the legal description of the proposed project as a commercial/industrial tax abatement zone.
- I. The City Council may consider adoption of a resolution approving the terms and conditions of a contract between the City and the applicant governing the provision of the tax abatement.
- J. The governing bodies of Collin County and the Collin County Community College District may consider ratification of and participation in the abatement agreement between the City of Plano and the applicant.
- K. If the tax abatement agreement is approved by the taxing units, the City of Plano will send copies of the agreement to the Office of the Governor Economic Development and Tourism, Office of the Comptroller, and to the State Property Tax Board each April.
- L. Property tax is assessed on January 1 of each year. It is the obligation of the applicant to ensure that all final approvals for the tax abatement agreement have occurred by December 31st of the year prior to the year the improvements are assessed. No tax abatement can be given for improvements that are on the Tax Assessor's Roll before the tax abatement is effective. The applicant should be aware that because of mandatory publication requirements, compliance with the governing body's calendar, and other matters, the process for obtaining approval for a tax abatement with the City of Plano governing body may take as long six weeks as well as additional time to obtain the approval of other participating taxing entities. It is the applicant's responsibility to ensure the follow up of these items and approvals.

1-19

VI. Tax Abatement Agreement Terms

At a minimum, all tax abatements shall include the following provisions:

1. No Business Personalty shall be located from any other City of Plano created reinvestment zone;
2. A minimum number of jobs must be maintained at the time Real Property Improvements are completed;
3. Right of inspection to the premises must be provided to ensure compliance with the Agreement; and
4. The right of recapture of previously abated taxes if Applicant fails to pay taxes for the assessed value for the Real Property and/or Business Personalty.

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CITY OF PLANO, TEXAS

APPLICATION FOR TAX ABATEMENT

1. Applicant Company's Name:
Company's Representative:
Title:
Mailing Address:
Telephone Number:
Email Address:
Website Address:

2. Tenant's Representative:
Company:
Mailing Address:
Telephone Number:
Email Address:

3. Property Owner:
Property Owner's Representative:
Company:
Mailing Address:
Telephone Number:
Email Address:

4. Property Address and/or location description:

5. Property Legal Description (attach metes and bounds):

6. Located within:
City of Plano
Plano Independent School District
Lewisville Independent School District
Frisco Independent School District
Collin County
Denton County

7. Company description and overview (including headquarters location, year founded, products and services, and annual revenue and growth)

1-21

8. Applicant business is:
Public
Private

9. Applicant company's four digit NAICS Industry Code: (if known)

10. Description of Project:

11. Will any zoning changes be necessary to accommodate the project? If yes, please provide additional information:

12. Will development of the project create any negative environmental impact (air quality, water quality, visual quality, etc.)? If yes, please describe the impact:

13. Does the applicant company plan to utilize Plano-based companies in the design, construction and on-going operations of the facility?

14. Date projected for occupancy of project/initiation of operations:

15. Will applicant company occupy:
Existing space:
Space currently planned or under construction:
Proposed new facility:

16. Acreage of site:

17. Square footage of occupied space:

18. Type of occupancy:
Owner Occupied
Landlord/Tenant
If leasing, what is length of lease?

19. Applicant business is: (Click on all that apply)
Existing Plano company
New company to Plano
Expanding
Relocating from another city in Texas
Relocation from out-of-state or country

20. Type of tax abatement requested:
Real Property improvements

1-22

Business Personal Property improvements

21. Specify other economic assistance requested:

Employment Impact

1. Number of Full-Time Equivalents (FTE) employed by applicant company at occupancy (exclusive of contract employees):

2. Future FTE employment (if applicable):
Projected FTE employment (milestone) of _____ by _____ (indicate date)
Projected FTE employment (milestone) of _____ by _____ (indicate date)

3. Is this an existing business in Plano? _____ If yes, what is the FTE employment that will be retained in Plano by this project?

4. Does the applicant company anticipate hiring contract employees? _____ If yes, what is the number of FTE contract employees? _____ What is the median annual salary of the FTE contract employees? _____

5. If applicable, what is the number of FTE positions that will be relocated to Plano from applicant company's other locations?
Provide location(s) the positions are being relocated from: _____

6. Indicate the applicant company's FTE employment in each category (at occupancy):
Executive _____
Professional _____
Managerial _____
Technical _____
General Staff _____
Production Workers _____
Total _____

7. What will be the median annual salary of company's FTEs (at occupancy)? _____

8. Projected annual payroll: _____

1-23

Fiscal Impact

	Initial Year	Year (If applicable)	Year (If applicable)
1. What is the value of the Real Property improvements (exclusive of land) that will be added to the tax base?			
2. What is the value of the Business Personal Property improvements that will be added to the tax base?			
TOTAL IMPROVEMENTS	\$	\$	\$

3. If applicable, what is the annual value of inventory eligible for Freeport Exemption?
4. If applicable, what is the annual value of sales that will be subject to sales tax collection by the City of Plano?
5. Will additional infrastructure investment be required from the City of Plano at the proposed site(s)? If yes, detail required improvements including cost estimates.

Community Impact

1. Please summarize the overall economic impact on the City of Plano (sales, real property and business personal property improvements, employment, business sector, etc.).
2. Please describe the necessity in requesting property tax abatement. Describe the competitive, financial or other issues associated with this application.

Certification of No Undocumented Workers

Chapter 2264 of the Texas Government Code requires that each business that submits an application to receive a public subsidy include in the application a statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted

1-24

for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.

I hereby certify that _____ is in compliance with Chapter 2264 of the Texas Government Code.

Signature:

Name:

Title:

Note:

Insertion of '/s/' above the name is acceptable evidence of an electronic signature by the person so signing.

1-25

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/24/07		Reviewed by Legal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis Jarrell		<i>[Signature]</i>	9/27/07
Dept Signature:	<i>P. Jarrell</i>		Executive Director	<i>[Signature]</i>
Agenda Coordinator (include phone #):		Lynn Woodall, x 7156	City Manager	<i>[Signature]</i>

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

CAPTION

Review of Annual Performance Report for the Use of Federal Funds in 2006-2007.

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 City is required to inform the public regarding the use of federal grant funds provided to the City each year. The attached report describes the goals for the year, and the results which were achieved.

List of Supporting Documents:
Memo, Report

Other Departments, Boards, Commissions or Agencies
Community Relations Commission, Approved 6-0

M E M O R A N D U M

DATE: August 14, 2007
TO: Frank Turner, Executive Director
FROM: Christina Day, Neighborhood Services Manager 
RE: 2006-07 Annual Performance Report

Please find attached the Annual Performance Report for the use of federal funds in Plano in 2006-07. The report is prepared as a requirement for the use of federal funds. Its purpose is to inform the public regarding how the federal funds were used during the year. The report also includes federal funds provided to the Plano Housing Authority.

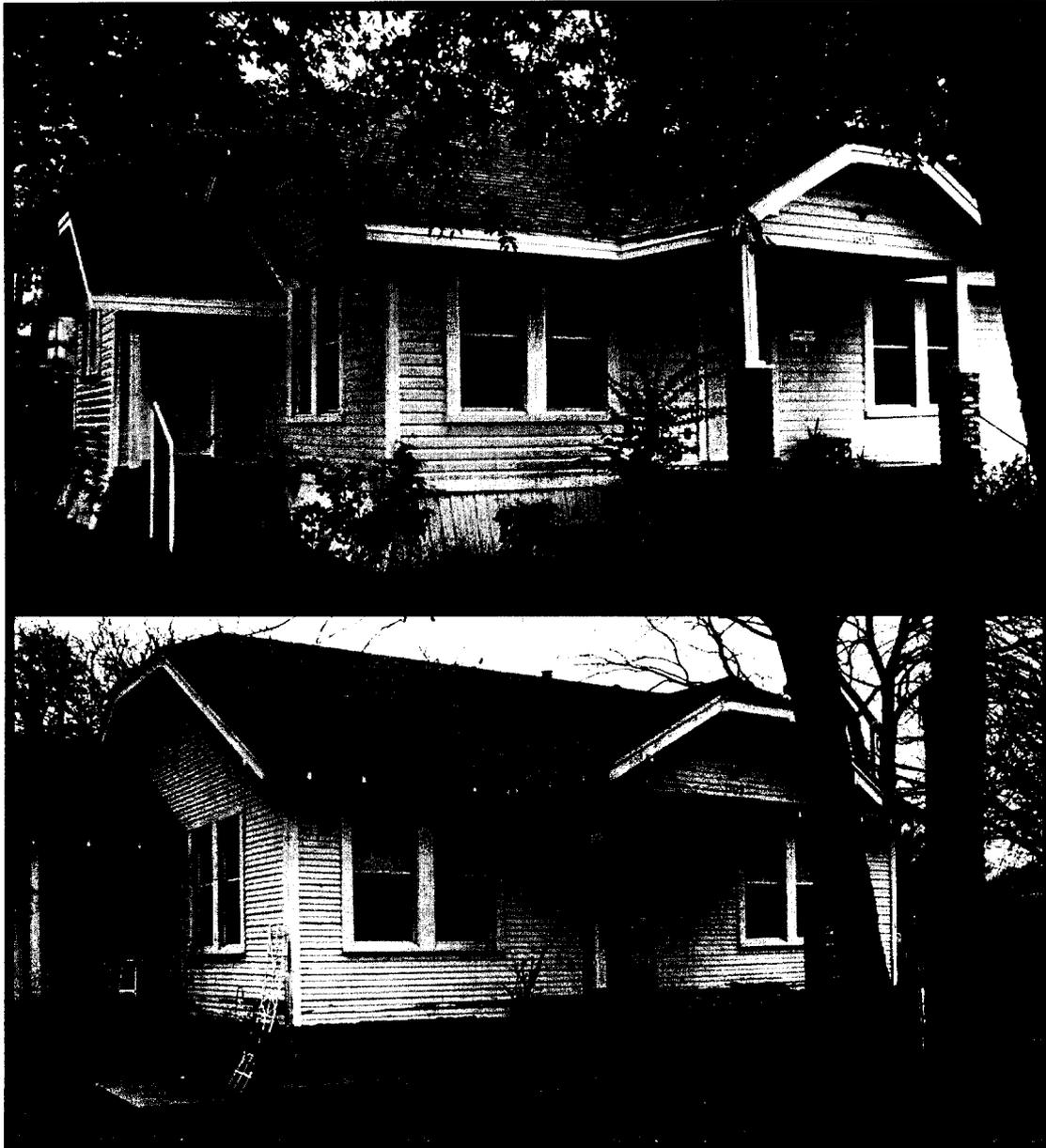
To summarize the report, Plano received \$9,913,688 in federal funds, 92.8% of which was used to provide housing for 2,221 low-to-moderate income Plano residents. In addition, the City of Plano provided \$503,010 in Buffington Community Services funds, of which 23% was spent on housing needs. These accomplishments directly support Goal 1 of the Strategic Plan: Premier City in Which to Live; and the objective to: Assure quality, desirable housing choices for all.

Four new affordable houses were completed, and 50 single-family homes received assistance with housing rehabilitation. Twenty-five first-time homebuyer families were assisted with down payment and closing cost assistance.

In addition to housing needs, the following needs were met through grants with various non-profit organizations or city programs. (Please note that some of the residents who were assisted appear in more than one of the following categories.)

Homeless persons/families	353
Elderly	414
Persons with HIV/AIDS	22
Youth	825
Education/Literacy	193
Health Services	386
Transportation Needs	54
Rent and Utility Assistance	167

2006 Annual Report (CAPER)
of
U.S. Department of Housing and Urban
Development Grant Activities





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Part 1. ANNUAL PERFORMANCE



Resources Made Available

At the start of the 2006 program year, the City of Plano had on hand \$955,415 of unexpended CDBG funds.

The resources anticipated for the period of this report, and the resources actually received and committed to housing needs, are detailed below:

	Anticipated	Expected to Commit	Received	Committed to Housing
CDBG	\$1,293,238	\$1,293,238	\$1,293,238	\$961,778
HOME	462,938	462,938	462,938	462,938
ADDI	10,281	10,281	10,281	10,281
Section 8	7,449,898	7,449,898	7,449,898	7,449,898
Capital Improvement Funds	81,425	81,425	81,425	81,425
Public Housing Subsidy	91,398	91,398	91,398	91,398
FSS Program	21,500	21,500	21,500	21,500
Community Services	503,010	503,010	503,010	0
Total	\$9,913,688	\$9,913,688	\$9,913,688	\$9,195,218

Explanations of the results shown in the above table are as follows:

CDBG funds are received through an entitlement grant. The amount shown as committed to housing includes the year's allocation for housing rehabilitation, homeownership assistance, and lot acquisition and preparation.

HOME funds are also an entitlement grant. HOME funds are required to be used solely for housing. ADDI (American Dream Downpayment Initiative) funds are required to be used for new homebuyers.

Section 8 funds are those provided by HUD as rent subsidies to Section 8 tenants. The Plano Housing Authority (PHA) has 1,162 units of Section 8 housing. Of these units, 160 were provided for Hurricane Katrina evacuees, 260 are portable units from other housing authorities, and 742 are units allocated to the Plano Housing Authority. Capital Improvement Funds for maintenance of the Housing Authority properties are an entitlement grant, based on the age and condition of the PHA's existing units. The Public Housing subsidy is funding provided by HUD to cover the shortfall between rents charged to public housing residents and operating expenses. The Family Self-Sufficiency (FSS) Coordinator conducts the FSS program for the Housing Authority; this program helps participating clients to break the cycle of poverty by obtaining education and job skills which will help them to ultimately move out of the public housing program.

The City of Plano provided \$503,010 in Community Services grants to non-profit organizations, many of which are engaged in activities related to Community Development. Of this amount, \$116,000 was provided to three agencies for housing needs, and \$387,010 was provided for non-housing Community Development needs. For purposes of this calculation, housing needs do not include subsistence payments or emergency shelter expenses.

Part 1. ANNUAL PERFORMANCE



Investment of Available Resources

Goal 1: Increase the supply of affordable single-family housing for the City's extremely low, very low and low income households

	2006-07 Goal	2006-07 Actual
New Infill Housing	7	4
Acquisition & Rehabilitation	2	1
First-Time Homebuyers	7	25

- Provide 7 affordable infill units

Plano Area Habitat for Humanity received \$111,256 in CDBG funds, with which they acquired and prepared lots enabling them to complete four houses. They currently have five houses in progress; several of these are finished, but not closed on.

Christ United Methodist Church received \$40,000 in HOME funds to construct one affordable infill house. The home was completed and sold to a low-income homebuyer during the 2006 program year. However, since the funds were not drawn and the activity was not completed in IDIS until 2007, this accomplishment will be reported in the 2007 report.

- Provide 2 affordable existing homes

The Plano Housing Corporation (CHDO) spent \$30,507 in CDBG funds and \$23,443 in HOME funds during the program year to purchase and rehabilitate one house.

- Assist 7 low-income first-time homebuyers

Using \$118,667 in CDBG and ADDI funds, the First-Time Homebuyers Program assisted 25 families in purchasing their first home. The original goal of 7 units was based on the amount of 2006-07 funding allocated. The actual accomplishments utilized remaining funds from previous years to achieve 25 units.

The geographic distribution for these activities was city-wide in scope. \$2,635,546 in non-federal funds were leveraged, no matching contributions were required or made, and the pattern of actual investment conformed to the planned investment pattern.

Goal 2: Increase the supply of affordable rental housing for the city's extremely and very low income households.

The Plano Housing Authority (PHA) was awarded 160 additional Section 8 units to house evacuees from Hurricane Katrina. The PHA also administered 260 units which were portable from other jurisdictions, as well as the 742 units presently authorized. There were no requests submitted to the State of Texas for Low-Income Housing Tax Credit developments in Plano.

Part 1. ANNUAL PERFORMANCE



The geographic distribution for these activities was City-wide in scope. No non-federal funds were leveraged, no matching contributions were required or made, and the pattern of actual investment conformed to the planned investment pattern.

Goal 3: Preserve existing affordable housing stock.

- Rehabilitate 20 single-family dwelling units

The housing rehabilitation program utilized \$911,223 in CDBG and \$150,215 in HOME funds to rehabilitate 19 single-family homes and to complete 31 emergency home repairs. During the winter months, very few rehabilitation applications were received, with the result that our backlog of projects was cleared out.

- Repair 300 elderly housing units

Plano Community Homes repaired 300 elderly housing units, including the installation of an emergency call system for all residents. The City awaits proper documentation to reimburse them and complete the project.

The geographic distribution for these activities was City-wide in scope. No non-federal funds were leveraged, no matching contributions were required or made, and the pattern of actual investment conformed to the planned investment pattern.

Goal 4: Expand the continuum of housing and services for a variety of special needs populations, including persons who are homeless.

- Provide new housing units for the homeless

Collin Intervention to Youth is completing plans for construction of a new children's shelter. They have received funding for design services, and construction is anticipated in the Fall of 2007.

- Provide rent and utility assistance to special needs populations

LifePath Systems helped 32 people pay for short-term rent and utility expenses. \$29,158 of CDBG funds was used to assist their clients, who are disabled.

- Provide funding to agencies and programs providing assistance to the elderly

Collin County Committee on Aging provided evening meals for 68 indigent elderly clients. The Geriatric Wellness Center provided health care needs for 320 senior citizens. A total of \$74,000 in non-federal funds and \$11,357 in CDBG funds were spent to assist the elderly. In addition, Plano Community Home repaired 300 units of senior housing (noted above).

- Provide funding to agencies and programs providing assistance to HIV and AIDS patients

Part 1. ANNUAL PERFORMANCE



AIDS Service of North Texas spent \$51,000 in non-federal funds and \$1,850 in CDBG funds for food and hygiene products, and the cost of medical expenses, for 22 AIDS and HIV-positive residents.

- Provide funding to agencies and programs providing assistance to the homeless

Hope's Door assisted 24 victims of domestic violence with shelter and counseling with \$15,436 of CDBG funds. The Samaritan Inn provided shelter and services for 112 homeless people with \$7,405 in CDBG funds.

The City also collaborated with the Metro Dallas Homeless Alliance in preparing a Continuum of Care grant to fund the Plan to End Chronic Homelessness. Additionally, the City continues to be an active member of the Collin County Homeless Coalition.

The geographic distribution for these activities was City-wide in scope. No non-federal funds were leveraged, no matching contributions were required or made, and the pattern of actual investment conformed to the planned investment pattern.

Goal 5: Provide funding to organizations that address the economic and social service needs of low income households.

- Provide funding to agencies providing assistance to youth

Communities in Schools provided mentoring and tutoring service to 239 at-risk youth. CITY House offered drug counseling to 123 youth. The Collin County Children's Advocacy Center assisted 326 abused children with \$29,000 and the Boys and Girls Club of Collin County spent \$8,568 providing services to 137 at-risk youth. Overall, \$76,171 was spent for direct youth services. Additionally, \$143,609 was spent for the construction of a youth shelter and building repairs to a current building used by youth. Both projects remain underway.

- Provide funding for education

Plano International Preschool provided nutritious lunches and reduced the cost of summer tuition for 102 low-income clients. Communities in Schools provided mentoring and tutoring service to 196 at-risk youth (reported above). Even Start served 184 people in their family literacy program. Legal Aid of Northwest Texas supported 11 clients. \$57,664 was spent for education.

- Provide literacy training

The City of Plano Library provides literacy training classes to the public. In 2006, 193 people participated in the classes. No federal funds were used to support this service.

- Provide funding for health services

Part 1. ANNUAL PERFORMANCE



Dental Health Programs provided dental services to 12 people, some of whom were elderly. LifePath Systems provided case management services and subsistence payments to 32 clients. Geriatric Wellness Center provided health services to 320 seniors, and AIDS Services made health care available to 22 residents. \$135,000 in non-federal funds were spent on health services.

- Provide funding for agencies providing emergency assistance, including transportation.

Assistance Center of Collin County made funds available for transportation costs for 54 low-income and homeless residents. The Assistance Center also provided emergency rent and utility assistance for 135 residents. \$25,690 in federal funds were spent for emergency assistance. Plano Community Charity spent an additional \$25,000 in non-federal funds for emergency assistance.

The geographic distribution for these activities was City-wide in scope. No non-federal funds were leveraged, no matching contributions were required or made, and the pattern of actual investment conformed to the planned investment pattern.

Part 1. ANNUAL PERFORMANCE



NUMERICAL SUMMARY OF GOALS AND OBJECTIVES

Goal 1: Affordable Single-Family Housing		2006-07 Goal	Actual
	New Infill Housing	7	4 (Additional projects underway)
	Acquisition / Rehabilitation	2	1
	First-Time Homebuyers	7	25
Goal 2: Affordable Rental Housing		2006-07 Goal	Actual
	New Section 8 Units	20	0
	New LIHTC Units	200	0
Goal 3: Preserve Existing Housing		2006-07 Goal	Actual
	Housing Rehabilitation	20	50
	Apartment Rehabilitation	300	0 (Project underway, not complete)
Goal 4: Special Needs Assistance		2006-07 Goal	Actual
	New Homeless Units	16	0 (Project underway, not complete)
	Rent & Utility Assistance	60	167
	Elderly Persons	410	414
	AIDS Patients	43	22
	Homeless Services	300	353
Goal 5: Low-Income Service Needs		2006-07 Goal	Actual
	Youth Services	100	825
	Literacy Training	160	193
	Health Care	125	386
	Transportation Assistance	40	54

Part 1. ANNUAL PERFORMANCE



Variances between goals and actual accomplishments occurred for various reasons. Goal 1 variances are explained above. In Goal 2, we underestimated the number of Section 8 certificates that might be made available, unfortunately, new vouchers were not awarded. In Goal 3, the number of rehabilitation projects includes those which were classified as emergencies. For Goal 4, land acquisition has occurred for the production of a 20 bed youth shelter, however construction remains underway. The other planned accomplishments in Goal 4, as well as those in Goal 5, in most cases were based on the various agencies' grant applications and were too conservative.

Households and Persons Assisted with Housing

For the 2006-2007 period, the City of Plano provided housing assistance to 2,221 individuals and households. 1,162 renters were assisted. These renters received assistance through the Plano Housing Authority's Section 8 certificates and through Plano Community Home. Of these 2,221, 261 individuals were extremely low-income, earning less than 30% of the Dallas area median income, 59 were very low income, and 1,900 were low income. Of these 377 were elderly households.

During the past year, the City also provided assistance to 75 homeowners, including 19 whose income was at or below 30% of Dallas area median income, 18 who earned between 30% and 50% of median, and 38 low-income households between 51% and 80% of median. In addition, 13 homeowner households received handicap modifications.

Through the Homelessness Prevention Program, Assistance Center of Collin County, and LifePath Systems, 187 individuals and families received housing assistance. All recipients were low income with 122 being classified as extremely low income, earning less than 30% of the median income.

32 "non-homeless special needs" individuals received short-term rental assistance from LifePath Systems. Of these, 20 were extremely low-income, ten were very low-income, and two were low-income.

During the year, 264 extremely low-income, 59 very low-income, and 743 low-income individuals and households received housing assistance, 935 of which met the Section 215 definition of affordable housing. (Section 215 defines housing units as actual dwelling units, as opposed to shelter beds). These figures include 32 persons with disabilities.

"Worst-case housing needs" are defined as renters who pay more than half their income for rent, live in seriously substandard housing, are homeless, or have been involuntarily displaced; 287 families and individuals meeting this definition were assisted, primarily through the Samaritan Inn and CITY House.

The geographic distribution for these activities was City-wide in scope, although the majority of the projects were completed in the part of town located east of U. S. Highway 75. \$2,635,546 in non-federal funds were leveraged. We currently estimate an excess of \$327,930 in matching HOME contributions for the year, and the pattern of actual investment conformed to the planned investment pattern.

Ethnicity of Persons Assisted

The following table compares the percentage of low-income households in Plano (2000 Census) with the percentages of each group that received assistance in 2006-2007:

Part 1. ANNUAL PERFORMANCE



Race or Ethnicity	Percent of All Low-Income Households	Percent of Those Assisted
Hispanic / Latino (of any race)	10.1%	15.7%
White	72.8%	60.8%
Black / African American	4.9%	14.7%
American Indian / Alaskan Native	0.3%	0.1%
Asian	10.1%	5.7%
Hawaiian / Other Pacific Islander	0.0%	0.0%
Other Single Race	0.1%	1.9%
Two or More Races	1.6%	1.2%
(Totals do not equal 100% due to rounding error.)		

It is not a goal of the City of Plano to attempt to provide assistance to any ethnic group in proportion to its overall share of the low-income population. Virtually all of our assistance is provided on a first-come basis, although we do attempt to serve those in the worst circumstances first.

Other Actions Taken

Affirmatively Furthering Fair Housing

The City of Plano has worked with the Plano Housing Authority to further fair housing in the placement of renters in rehabilitated units.

Fair housing brochures were placed in utility bill mailers in April and October. The April mailer was expanded to include information on predatory lending. No complaints of housing discrimination were received.

The Equal Housing Opportunity logo is being displayed on all materials sent to persons participating in the City's various housing programs.

The Analysis of Impediments to Fair Housing was updated in 2005. The analysis indicates that the City should increase its fair housing educational and outreach activities, work to better understand the reason for higher loan denial rates east of U. S. 75, continue to deconcentrate low-income housing, and encourage the development of a wide range of housing types to support persons with special needs and facilitate alternative housing types.

Strategies adopted to respond to these concerns include support of Low Income Housing Tax Credit applications (none were approved for Plano), and requests for additional subsidized housing by the Plano Housing Authority. The Housing Authority is selling their owned units, and the residents have found other locations in the area, thereby deconcentrating low-income housing. The Transition and Revitalization Committee has developed various options to maintain workforce housing for our low and moderate income residents, including special needs persons. Staff is working to implement these recommendations.

Part 1. ANNUAL PERFORMANCE



An additional strategy which is being employed is to subsidize lot costs for non-profit housing providers. Accordingly, the City has appropriated CDBG and HOME funds to Plano Area Habitat for Humanity and Christ United Methodist Church to purchase lots and build new housing for low-income families and individuals. These homes are in various stages of development and construction.

Finally, the City has adopted a Neighborhood Empowerment Zone (NEZ) to allow waiver of fees for the construction of affordable housing. Even though the City does not consider its fees to be a substantial contributor to the cost of housing, the NEZ was created to provide further incentive to builders and developers who may be interested in building affordable housing in the older parts of Plano.

Public Policies

As noted in the Consolidated Plan and the Analysis of Impediments to Fair Housing, the City of Plano does not consider its ordinances and standards to constitute barriers to the creation of affordable housing. The Plan indicates that no actions are warranted in this area; therefore no actions have been taken.

Institutional Structure and Underserved Needs

The primary weakness in the institutional structure of service providers identified in the Plan is lack of funds to provide needed services. As requested, the City of Plano has given written support to each organization seeking federal, state, and foundation funds. In addition, the City of Plano has donated City (non-federal) funds to various agencies to assist them in accomplishing their missions.

Intergovernmental Cooperation

Through our personal relationships with individuals involved with local service providers, we have been able to effectively communicate and coordinate our activities with these providers. The Neighborhood Services Division participates in monthly meetings with the Collin County Social Services Association in order to more effectively coordinate with the service providers working in Plano. In addition, we have a good relationship with the Plano Housing Authority, with which much of our coordination is done. The Housing Authority has been very supportive of our efforts. In the past year, we have also worked closely with the Dallas Metro Homeless Alliance to develop a Continuum of Care Grant application for Collin County homeless agencies.

Public Housing Improvements

The Housing Authority is not required to prepare a Performance and Evaluation Report, and therefore no comparison of actions and plans can be made for the Authority.

Public Housing Authority Resident Initiatives

The Resident Council, comprised of Section 8 and public housing residents, is meeting monthly and conducting activities.

Part 1. ANNUAL PERFORMANCE



Lead-Based Paint Hazard Reduction

City staff has been trained in lead-based paint risk assessment and hazard reduction. Both rehabilitation inspectors on staff are licensed lead risk assessors through the State of Texas. All houses built prior to 1978 are inspected for lead hazards prior to rehabilitation, and if hazards exist, their treatment is included in the rehabilitation work at no additional charge to the homeowner.

HOME Program Income

HOME program income amounted to \$50,840. This amount was used for housing rehabilitation; however, due to our staffing situation during the program year, the HOME funds were not drawn until July 2007. Therefore, the activities associated with these funds are not reported in 2006. The funds were used primarily to rehabilitate one owner-occupied home at an expense of \$49,784.

Anti-Poverty Strategy

The PHA Family Self-Sufficiency Program provided assistance to 47 individuals who are in various stages of the program. The program has developed various educational and job training programs in cooperation with other area agencies. In addition, 20 low-income families purchased homes through the CDBG Homeownership Financial Assistance Program, enabling them to begin building equity in real estate.

Program Requirements

To better assist subrecipients in complying with program requirements, the City provides all agencies with information on program rules prior to the application process. A pre-application training session was provided for prospective applicants. Those agencies which are successful in their grant applications attend a mandatory training session, where they receive instructions on record-keeping and other grant requirements. The City has also completed a CDBG/HOME Subrecipient Guide which is provided to all subrecipients.

HOME Affirmative Marketing

The City of Plano does not use HOME funds for rental and homebuyer projects containing five or more units; therefore, HOME affirmative marketing requirements do not apply.

Minority Outreach

In the fourth quarter of 2006, the City of Plano Neighborhood Services sent a letter to all contractors in the "Black Pages" to advise them of the housing rehabilitation program and give them an opportunity to be placed on the bidders list for the following year.

In the first-time homebuyers program, we regularly make presentations to the Collin County Association of Realtors (CCAR) regarding the program. CCAR meetings include realtors and lenders of both genders and all races and ethnicities. Staff worked directly on the CCAR's Housing Opportunity Committee to create an online resource guide for affordable housing programs at <http://www.ccarhousingopportunities.org/>. We also work closely with the Plano Housing Authority to ensure that their clients have access to our programs.

For other purchases, we utilize the State of Texas HUB Contractors List for Dallas, Tarrant, and Collin Counties to insure that the purchases are marketed affirmatively.

Part 2. ASSESSMENT OF ANNUAL PERFORMANCE



Assessment of Plan Goals

In the Housing and Community Development Plan, the City of Plano defined five priorities for the period 2005 through 2010. They are listed below, along with an assessment of how the past year's activities addressed those priorities.

Goal 1: Increase the supply of affordable single-family housing for the City's extremely low, very low and low income households

Habitat for Humanity completed the construction and sale of four new single-family homes.

Plano Housing Corporation purchased, rehabbed, and sold one house.

The City's required first-time homebuyer class was very successful, providing education to 122 people, 25 of whom purchased a home in Plano. The Plano Housing Authority now requires their self-sufficiency participants who are buying a home to take the City's class. The class is taught by a State-certified trainer, with assistance from the real estate and lending communities. The class is regularly taught with the use of a Spanish interpreter.

Goal 2: Increase the supply of affordable rental housing for the city's extremely low and very low income households.

No new Low Income Housing Tax Credit apartments were built, and the PHA was not awarded additional Section 8 vouchers to increase the amount of affordable rental housing.

Goal 3: Preserve existing affordable housing stock.

During this reporting period, the City of Plano completed the rehabilitation and/or emergency repair of 50 dwelling units through CDBG and HOME.

Goal 4: Expand the continuum of housing and services for a variety of special needs populations, including persons who are homeless and at risk of homelessness.

Homeless prevention assistance was provided to 20 families, and the project remains underway.

A major gap in the continuum of care is the lack of transitional housing, where formerly homeless persons can live and receive social service assistance while participating in a self-sufficiency program. The City, in combination with homeless providers and Metro Dallas Homeless Alliance, continues to work with the Alliance to ensure the successful completion of competitive grants that fund transitional housing. Hope's Door continues to provide four transitional housing units, as awarded in the 2006 Continuum of Care grant. In addition, LifePath Systems continues to provide eight permanent supportive housing units, as awarded in the 2006 Continuum of Care grant.

The Plano Community Home has 300 subsidized housing units available for elderly residents. No additional units for special needs persons were funded this year by any agency. However, 45 special needs households received assistance through the Housing Rehabilitation and LifePath programs. The Plano Community Home completed repairs of 300 elderly housing units.

Part 2. ASSESSMENT OF ANNUAL PERFORMANCE



Goal 5: Provide funding to organizations that address the economic and social service needs of low income households.

CDBG grants in the amount of \$297,195 were allocated to 7 agencies, and Community Services grants in the amount of \$503,010 were made to 29 social service agencies. All of the agencies provide services primarily available to low and moderate-income persons.

Assessment of Plan Priorities

As indicated above, CDBG and HOME funds were directed primarily to the priorities and objectives identified in the Consolidated Plan. The majority of assistance was provided to persons and households with 50% or less of area median income, and 98% of all funding was provided to persons and households of low income. No changes in program objectives have been identified as necessary as a result of this year's work program.

A high priority in the Plan was assigned to owner-occupied housing needs. CDBG funds in the amount of \$911,223 and \$150,215 in HOME funds were spent to rehabilitate low-income housing. Plano Housing Corporation spent \$53,950 to purchase and rehabilitate one home. In addition, \$118,667 were provided to assist low-income families to purchase their first home, and \$111,256 were used for the construction of new affordable housing, resulting in a total of \$1,345,311 spent for permanent housing needs.

Rental housing needs were also given a high priority. LifePath Systems provided \$29,158 for rental housing costs for their clients, and the homeless prevention program also provided \$3,474 to assist renters.

Housing for special populations also received a high priority. During the year, Plano Community Homes rehabilitated 300 units of elderly housing.

Emergency Shelters were designated as a high priority. \$126,386 in CDBG funds was awarded to CITY House to provide counseling services and construct an additional emergency shelter, of which the project remains underway. \$22,841 was spent during the 2006-2007 program year by the Samaritan Inn and Hope's Door for services provided in their emergency shelters. Additionally, \$105,600 in Community Service Grant funds was granted to the Samaritan Inn, Hope's Door, and CITY House to continue to assist their emergency shelters. 279 people received assistance.

Special needs populations designated as a high priority were persons with severe mental illness, victims of domestic violence, and at-risk youth. These populations were assisted by LifePath Systems, Hope's Door, Communities in Schools, Boys and Girls Clubs, Children's Advocacy Center, and CITY House. A total of \$260,186 was used to assist 881 people in this category.

All planned actions stated in the Action Plan have been carried out, or are under way, and all stated sources of funding have been pursued. All requested certifications of consistency with the Consolidated Plan have been provided. In no way did the City of Plano act or refuse to act to hinder Consolidated Plan implementation. All funds were used to meet national objectives.

Most rehabilitation activities undertaken involved owner-occupied homes. Work was conducted while the occupants remained in the home, and no one was displaced during the construction work. There was no impact on non-residential uses or structures.

Part 2. ASSESSMENT OF ANNUAL PERFORMANCE



Through the various programs conducted by the City, CDBG funds were used to leverage \$2,635,546 in private funds, through the first-time homebuyers program.

The Housing Rehabilitation Program completed repairs on 47 dwelling units using \$911,223 in CDBG funds. No other public or private funds were involved in these projects.

The housing rehabilitation program includes forgivable and repayable loans to homeowners. The first-time homebuyer program issues all forgivable loans. From these programs, the city has following loans: There are 61 outstanding repayable loans with a balance owed of \$887,916. There are 117 outstanding forgivable loans, with a balance owed of \$1,779,907. There are 40 partially forgivable loans outstanding, with a balance owed of \$485,356. Two loans were foreclosed by the first mortgage holder.

Part 2. ASSESSMENT OF ANNUAL PERFORMANCE



Part 3. APPENDIX



Self-Evaluation

In reviewing the CDBG program, it appears that the activities being funded are having the desired impacts on the needs identified in the Housing and Community Development Plan. Grant expenditures are proceeding as scheduled, so that we are in no danger of reaching the timeliness limit of 1.5 times the grant amount remaining in our line of credit. At this time, no adjustments or changes to strategies or activities are warranted.

Description of Public Comment Process

This annual report was prepared by the Neighborhood Services Division. On September 8, 2007, a notice of Public Hearing was published in the Plano Star-Courier, informing the public of the completion of the report, and of a pending public hearing before the Community Relations Commission to discuss the report. The notice also informed the public that a copy of the report could be obtained at the Neighborhood Services office. The publication of this notice marked the beginning of the public comment period. The Community Relations Commission conducted a public hearing on September 13, 2006, and no citizens appeared at the meeting.

The City Council reviewed the report at a public meeting on September 24, 2007. No citizens appeared at the meeting for this item. The public comment period closed on September 25, 2007.

Public Comments

None received.

Part 3. APPENDIX



2-22

DATE: September 5, 2007
TO: Honorable Mayor & City Council
FROM: Carolyn Kalchthaler, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of September 4, 2007

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2007-17
APPLICANT: CITY OF PLANO**

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Section 3.100 (Supplementary Regulations for Principle Uses and Specific Uses), Section 3.800 (Height Regulations), and Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations), and related sections of the Zoning Ordinance to remove flag and flagpole regulations.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval as submitted.

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

FOR CITY COUNCIL MEETING OF: September 24, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

September 4, 2007

Agenda Item No. 6

Public Hearing: Zoning Case 2007-17

Applicant: City of Plano

DESCRIPTION:

Request to amend Section 1.600 (Definitions) of Article 1 (General Regulations), Section 3.100 (Supplementary Regulations for Principle Uses and Specific Uses), Section 3.800 (Height Regulations), and Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations), and related sections of the Zoning Ordinance to remove flag and flagpole regulations.

REMARKS:

At its May 14, 2007, preliminary open meeting, City Council discussed the regulations for flags and flagpoles presently contained in various sections of the Zoning Ordinance and Code of Ordinances. The existing regulations limit flagpole heights to 50 feet, but provide both the City Council and the Board of Adjustment the authority to approve taller flags and flagpole heights. City Council directed staff to bring back ordinance amendments that would give City Council sole authority to allow flagpoles to exceed 50 feet. This requires moving the flagpole regulations, including those used for commercial signage, out of the Zoning Ordinance and into the Code of Ordinances, since the authority to approve variances to zoning regulations rests with the Board of Adjustment.

To move the flag and flagpole regulations into the Code of Ordinance, staff identified the necessary amendments in Section 1.600 (Definitions) of Article 1 (General Regulations for Principle Uses and Specific Uses), Section 3.100 (Supplementary Regulations), Section 3.800 (Height Regulations), and Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) of the Zoning Ordinance. Please note that a few references to flags and flagpoles will remain in the Zoning Ordinance. These references do not regulate, but establish context to other standards in the Zoning Ordinance. The companion amendments to the Code of Ordinances will be by separate City Council action.

3-2

RECOMMENDATION:

Recommended for approval as follows: (Bold text indicates references proposed to remain in the Zoning Ordinance; proposed deletions are indicated in strikethrough text.)

Definitions

1. Section 1.600 – ‘Lot - **Flag** or Panhandle”

Communications Antennas – Amateur and Commercial

2. Subsection 3.107(4)(d) – “All commercial signs, **flags**, lights and attachments, other than those required for emergency identification, communications operations, structural stability, or as required for flight visibility by the FAA and FCC shall be prohibited on any antenna or antenna support structure. However, lights may remain or be replaced on light standards that are altered or replaced to serve as antenna support structures”.
3. Subsection 3.107(7)(a)(iii) – “A commercial antenna may be totally enclosed within or integrated into the design of any building or building feature permitted in the zoning district. A commercial antenna may be mounted flush to the exterior of a building if it is painted and integrated into the overall architectural design. Commercial antennas may also be totally enclosed within a **flagpole**. ~~meeting the requirements of Subsection 3.803.~~”
4. Subsection 3.107(7)(a)(v) – “In residential districts, only omni, yagi, and small panel antennas not exceeding one foot in width by eight feet in length, mounted flush to the support structure, are allowed. Radio transceivers may also be used if the equipment box does not exceed 8” x 14” x 5”. Other types of antennas may be used only when incorporated or enclosed within a building permitted in the district, or within a **flagpole** or other stealth design, or attached to any existing utility structure exceeding 60 feet in height.”
5. Subsection 3.107(7)(b)(vi) – “A commercial antenna may be mounted on or incorporated into **flagpoles**. ~~The flagpole must meet the requirements of Subsection 3.803.~~”
6. Subsection 3.803 – “~~Flagpoles shall be limited to a maximum height of 50 feet, except that this requirement may be altered or waived if the City Council determines that such alteration or waiver is not detrimental to neighboring property~~”.

Sign Regulations

7. ~~Subsection 3.1601(8)(m) – “Flags and flagpoles under 20 feet in height provided that they comply with all other requirements of this ordinance.”~~
8. ~~Subsection 3.1602 – “Flag – A piece of cloth, canvas, or other light fabric, usually rectangular in shape, containing a distinctive design or message.”~~
9. ~~Subsection 3.1603(2)(i) – “A single flag which shows an emblem or logo of a firm or corporation is allowed on the premises of the firm or corporation when it is erected on a freestanding flagpole with a minimum setback of eight feet behind the property line. In addition to flags, emblems, and insignia of any governmental body and decorative displays for holidays or public demonstrations which do not contain advertising and are used as such are allowed. Maximum height shall not exceed 50 feet.”~~
10. ~~Subsection 3.1603(4)(e) – “No advertising matter shall be displayed on or attached to any freestanding sign. No guys, braces, attachments, banners, **flags**, balloons, or similar devices shall be attached to any sign.”~~
11. ~~Subsection 3.1605(6) “Flag”~~
12. ~~Subsection 3.1605(7)(h) - “Flags”~~

General

~~Flags that display emblems or insignia of any governmental body or decorative display for holidays or public demonstrations that do not contain advertising are allowed.~~

Location

~~Flags may be attached to a building but may not extend above the roof or parapet of the building. Flags on freestanding poles are allowed only in Area B of the district, must have a minimum setback of eight feet behind the property line, and shall not exceed 30 feet in height.~~

ORDINANCE NO. _____
(Zoning Case 2007-17)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 3.100 (SUPPLEMENTARY REGULATIONS FOR PRINCIPAL USES AND SPECIFIC USES), SECTION 3.800 (HEIGHT REGULATIONS), AND SECTION 3.1600 (SIGN REGULATIONS) OF ARTICLE 3 (SUPPLEMENTARY REGULATIONS) AND RELATED SECTIONS OF THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REMOVE FLAG AND FLAGPOLE REGULATIONS; 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 24th day of September, 2007, for the purpose of considering a change in the Zoning Ordinance; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 24th day of September, 2007; and

WHEREAS, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Subsection 3.107 (Communications Antennas - Amateur and Commercial), (7) (Requirements for the Placement of Support Structures and Antennas) (a) (iii) and (vi) of Section 3.100 (Supplementary Regulations for Principal Permitted Uses and Specific Uses) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, such subsections to read in their entirety as follows:

“(7) Requirements for the Placement of Support Structures and Antennas

- (a)(iii) A commercial antenna may be totally enclosed within or integrated into the design of any building or building feature permitted in the zoning district. A commercial antenna may be mounted flush to the exterior of a building if it is painted and integrated into the overall architectural design. Commercial antennas may also be totally enclosed within a flagpole.
- (b)(vi) A commercial antenna may be mounted on or incorporated into flagpoles.”

Section II. Subsection 3.803 of Section 3.800 (Height Regulations) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, to delete the entire subsection.

Section III. Subsection 3.1601 (Administration) (8) (Exempt Signs) (m) of Section 3.1600 (Sign Regulations), of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, to delete the entire subsection, and renumber the remaining standards accordingly.

Section IV. Subsection 3.1602 (Definitions) of Section 3.1600 (Sign Regulations), of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, to delete the following definition:

Flag - A piece of cloth, canvas, or other light fabric, usually rectangular in shape, containing a distinctive design or message.

Section V. Subsection 3.1603 (Design and Construction Specifications) (2) (Freestanding Signs) (i) (Flags) of Section 3.1600 (Sign Regulations), of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, to delete the entire subsection, and renumber the remaining standards accordingly.

Section VI. Subsection 3.1605 (Downtown Sign District) (6) (Table of Permitted Signs) of Section 3.1600 (Sign Regulations), of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, to remove the reference of the word flag from the table;

Section VII. Subsection 3.1605 (Downtown Sign District) (7) (Sign Standards) (h) (Flags) of Section 3.1600 (Sign Regulations), of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended, to delete the entire subsection, and renumber the remaining standards accordingly.

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

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

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

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

PASSED AND APPROVED THIS THE 24TH DAY OF SEPTEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	09/24/07	Reviewed by Legal <i>fm</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>9/24/07</i>
Agenda Coordinator (include phone #): Paige Mims – 5235				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
An ordinance of the City of Plano, Texas adding Division 6, Flags and Flagpoles to Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the City of Plano Code of Ordinances, to provide regulations for flags and flagpoles; providing for penalty, severability; repealing; and publication clauses; and establishing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This ordinance transfers regulations for flags and flagpoles from the Zoning Ordinance into the General Code of Ordinances.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ADDING DIVISION 6, FLAGS AND FLAGPOLES, TO ARTICLE XII, TEMPORARY SIGNS, OF CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS, OF THE CITY OF PLANO CODE OF ORDINANCES, TO PROVIDE REGULATIONS FOR FLAGS AND FLAGPOLES; PROVIDING FOR PENALTY, SEVERABILITY, REPEALING, AND PUBLICATION CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on September 4, 2007, Planning and Zoning Commission approved deletion of several sections from the City of Plano Zoning Ordinance; and

WHEREAS, on September 24, 2007, City Council approved deletion of several sections from the City of Plano Zoning Ordinance as recommended by the Planning and Zoning Commission; and

WHEREAS, the City Council finds that the deleted sections must be added to Chapter 6, Building and Building Regulations, of the City of Plano Code of Ordinances; and

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

Section I. The City Council adds Division 6, Flags and Flagpoles, to Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano verbatim as follows:

“DIVISION 6. FLAGS AND FLAGPOLES

Sec. 6-500. Definitions.

Downtown Sign District – encompasses all properties that are zoned Downtown Business/Government. The Downtown Sign District is further classified into two areas- Area A and Area B. The boundary of Area A is defined as follows:

BEING a 17.86 acre tract of land situated in Collin County, Texas, and being more particularly described as follows:

BEGINNING at the intersection of centerline of Municipal Avenue (variable R-O-W) with the centerline of 15th Street (variable R-O-W) to a point for a corner;

THENCE continuing west along said 15th Street centerline to a point for a corner at the intersection of 15th Street and the centerline of K Avenue (variable R-O-W);

THENCE continuing north along said K Avenue centerline to a point for a corner at the intersection of K Avenue and the centerline of 16th Street (variable R-O-W);

THENCE continuing along said 16th Street centerline to a point for a corner at the intersection of 16th Street and the centerline of the Dallas Area Rapid Transit (DART) R-O-W (variable R-O-W) located in Tract 68 of the Sanford Beck Survey, City of Plano, Collin County, Texas;

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THENCE continuing south a distance of 1,125 feet along said DART R-O-W to a point for a corner intersecting the centerline of 14th Street (variable R-O-W);

THENCE continuing east following along said 14th Street centerline to a point for a corner at the intersection of 14th Street and the centerline of Municipal Avenue;

THENCE continuing north along said Municipal Avenue centerline back to the PLACE OF BEGINNING and containing 17.86 (777,982 square feet) acres of land.

Area B consists of all properties within the Downtown Business/Government zoning that are not within the boundary of Area A.

Flag – a piece of cloth, canvas, or other light fabric, usually rectangular in shape, containing distinctive design or message.

Sec. 6-501. Flag Regulations for the Entire City Excluding Downtown Sign District.

- (a) Flagpoles shall be limited to a maximum height of 50 feet, except that this requirement may be altered or waived if the City Council determines that such alteration or waiver is not detrimental to neighboring property.
- (b) A single flag which shows an emblem or logo of a firm or corporation is allowed on the premises of the firm or corporation when it is erected on a freestanding flagpole with a minimum setback of eight feet behind the property line. In addition to flags, emblems, and insignia of any governmental body and decorative displays for holidays or public demonstrations which do not contain advertising and are used as such are allowed. Maximum height shall not exceed 50 feet.

Sec. 6-502. Flag Regulations for the Downtown Sign District.

- (a) Flags are permitted in each sub-area of the Downtown Sign District.
- (b) Flag standards for the Downtown Sign District are as follows:
 - 1. General
Flags that display emblems or insignia of any governmental body or decorative display for holidays or public demonstrations that do not contain advertising are allowed.
 - 2. Location
Flags may be attached to a building but may not extend above the roof or parapet of the building. Flags on freestanding poles are allowed only in Area B of the district, and must have a minimum setback of 8 feet behind the property line.
 - 3. Height
Flags shall not exceed 30 feet in height, except that this requirement may be altered or waived if the City Council determines that such alteration or waiver is not detrimental to neighboring property.”

Section II. 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(b)

of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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

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

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

DULY PASSED AND APPROVED this ____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:		9/24/07	Reviewed by Legal <i>ML</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager			Initials	Date
Department Head	Thomas H. Muehlenbeck		Executive Director		
Dept Signature:			City Manager	<i>ML</i>	9/18/07
Agenda Coordinator (include phone #):			Kristy Land x5175		
ACTION REQUESTED:			<input type="checkbox"/> ORDINANCE	<input checked="" type="checkbox"/> RESOLUTION	<input type="checkbox"/> CHANGE ORDER
			<input type="checkbox"/> APPROVAL OF BID	<input type="checkbox"/> AWARD OF CONTRACT	<input type="checkbox"/> AGREEMENT
			<input type="checkbox"/> OTHER		
CAPTION					
A resolution of the City Council of the City of Plano, Texas; nominating a candidate for election to the Denton Central Appraisal District Board of Directors; and providing an effective date.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	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		



DENTON CENTRAL APPRAISAL DISTRICT
3911 MORSE STREET, P O BOX 2816
DENTON, TEXAS 76202-2816
WWW.DENTONCAD.COM

SEP 10 2007

TO: Taxing Entities New To DCAD
FROM: Joe Rogers, Chief Appraiser
DATE: September 7, 2007
SUBJECT: House Bill 1010

During the 80th Texas Legislature House Bill 1010 was passed. This bill calls for the appraisal district boundaries to be contiguous with the boundaries of the county in which they operate. The tax calendar, appraisal standards, exemption applications and protest process will remain basically unchanged, except property owners in your taxing jurisdiction that are located in Denton County must conduct all appraisal related business with the Denton Central Appraisal District (DCAD) beginning January 1, 2008.

Beginning in 2008, you will receive your appraisal roll from more than one appraisal district. 2007 and prior years supplemental appraisal rolls will still be maintained by the appraisal district that served you in those years.

Your first quarterly 2008 allocations payment is due by January 1, 2008. The invoices will be mailed December 1, 2007.

DCAD Contacts:

Mr. Rudy Durham, Deputy Chief Appraiser (940) 349-3978
Mrs. Kathy Williams, Director of Finance (940) 349-3974

Questions regarding the effect of HB 1010 on certification of values, appraisal rolls, etc. should be directed to Mr. Durham. Questions regarding the 2008 budget allocations and Board of Directors elections should be directed to Mrs. Williams.

We look forward to working with your office. Let us know if we can assist in this transition.

Attached is information concerning nominations to the Board of Directors.

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DENTON CENTRAL APPRAISAL DISTRICT
3911 MORSE STREET, P O BOX 2816
DENTON, TEXAS 76202-2816
WWW.DENTONCAD.COM

M E M O

TO: Denton County, School Districts and Cities That Levy A Tax
FROM: Joe Rogers, Chief Appraiser
SUBJECT: Request for Nominations for Denton CAD Board of Directors
DATE: September 7, 2007

It is time again for the taxing jurisdictions to select five individuals to serve as the DCAD Board of Directors. Each jurisdiction may nominate up to five people to be considered for the Board of Directors. According to Section 6.03 of the Property Tax Code, it is the chief appraiser's responsibility to initiate this process, which is the purpose of this memo.

Please note that a chief appraiser does not have the authority, or the duty, to investigate, or judge, the qualifications of the nominees. Further, a chief appraiser can not extend the deadline for receiving nominations.

Attached is a nominee form. Please return a form for each nominee by October 15, 2007.

CALENDAR FOR APPOINTMENTS:

1. Prior to October 1st - Each jurisdiction will be advised of the number of votes they are entitled to cast for Board members. (See Attached)
2. Prior to October 15th - The governing body of each jurisdiction may nominate up to five candidate(s) to the DCAD Board of Directors. The number of votes that each jurisdiction has is not relevant in the initial nomination phase.
3. Prior to October 30th - A comprehensive list of the nominees will be compiled and this information will be sent to the taxing jurisdictions in the form of a ballot.
4. Prior to December 15th - The taxing jurisdictions choose by written resolution the candidate, or candidates, of their choice. The jurisdictions then submit the names of their candidates and the votes they cast for each candidate prior to the December 15th deadline.
5. Prior to December 31st - A tabulation of the votes will be forwarded to the jurisdictions. The five candidates that have received the most votes become the Board of Directors as of January 1st.

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SELECTING A NOMINEE

AUTHORITATIVE GUIDELINES - The selection process is set forth in Section 6.03 of the Property Tax Code. This process is not an "election" governed by the Texas Election Code. It is an independent procedure unique to the property tax system.

ELIGIBILITY - An appraisal district director must reside in the appraisal district for at least two years immediately preceding the date he or she takes office. Most residents are eligible to serve as a director. An individual that is serving on the governing body of a city, county, or school district is eligible to serve as an appraisal district's director.

An employee of a taxing unit served by the appraisal district is not eligible to serve as a director. However, if the employee is an elected official, he or she is eligible to serve.

A statute relevant to the Board selection process prohibits nepotism and conflict of interest for appraisal district directors and chief appraisers. In summary, the law states that:

....."a person may not serve as director if closely related to anyone in the appraisal district or if related to anyone who represents owners in the district, or if the person has an interest in a business that contract with the district or a taxing unit. A chief appraiser may not employ someone closely related to a member of the board of directors".

FREQUENCY OF MEETINGS - The applicable statutes require the board of directors to meet not less often than once each calendar quarter.

DENTON CENTRAL APPRAISAL DISTRICT
2007 DISTRIBUTION OF VOTES

JURISDICTIONS		2006 ADJUSTED LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD.....	\$13,938,832.13	1.387%	69
S02	AUBREY ISD.....	\$7,132,299.48	0.710%	35
S05	DENTON ISD.....	\$135,035,952.05	13.437%	673
S07	KRUM ISD.....	\$10,892,550.09	1.084%	54
S08	LAKE DALLAS ISD.....	\$20,470,954.38	2.037%	102
S09	LEWISVILLE ISD.....	\$319,623,115.58	31.805%	1589
S10	LITTLE ELM ISD.....	\$22,248,845.78	2.214%	111
S11	NORTHWEST ISD.....	\$57,704,374.69	5.742%	285
S12	PILOT POINT ISD.....	\$5,980,957.72	0.595%	30
S13	PONDER ISD.....	\$12,593,619.21	1.253%	63
S14	SANGER ISD.....	\$10,469,093.36	1.042%	52
S03	CAROLLTON-FARMERS BRANCH	\$44,201,153.00	4.398%	218
S04	CELINA ISD	\$232,115.88	0.023%	1
S15	ERA ISD	\$3,813.00	0.000%	1
S06	FRISCO ISD	\$45,752,365.87	4.553%	227
S17	PROSPER ISD	\$576,857.30	0.057%	3
S16	SLIDELL ISD	\$374,414.90	0.037%	2
SCHOOL DISTRICTS TOTALS		\$707,231,314.42	70.374%	3515
G01	DENTON COUNTY	\$101,528,025.23	10.103%	504
CITIES:				
C26	TOWN OF ARGYLE.....	\$1,225,812.85	0.122%	6
C01	CITY OF AUBREY.....	\$556,838.62	0.055%	3
C31	TOWN OF BARTONVILLE..	\$341,174.71	0.034%	2
C42	CITY OF DISH	\$62,413.33	0.006%	1
C03	CITY OF THE COLONY...	\$13,437,472.64	1.337%	67
C04	CITY OF CORINTH.....	\$7,189,974.70	0.715%	36
C27	TOWN OF COPPER CANYON	\$243,110.02	0.024%	1
C05	CITY OF DENTON.....	\$34,271,158.47	3.410%	170
C30	TOWN OF DOUBLE OAK...	\$613,982.39	0.061%	3
C07	TOWN OF FLOWER MOUND.	\$25,287,327.02	2.516%	125
C22	TOWN OF HACKBERRY....	\$66,010.00	0.007%	1
C19	TOWN OF HICKORY CREEK	\$978,629.57	0.097%	5
C08	CITY OF HIGHLAND VILLAGE	\$7,633,933.20	0.760%	38
C09	CITY OF JUSTIN.....	\$732,652.27	0.073%	4
C18	CITY OF KRUGERVILLE..	\$199,203.04	0.020%	1
C10	CITY OF KRUM.....	\$855,046.35	0.085%	4
C11	CITY OF LAKE DALLAS..	\$1,944,616.07	0.194%	10
C25	CITY OF LAKEWOOD VILLAGE	\$142,724.66	0.014%	1
C12	CITY OF LEWISVILLE...	\$26,507,069.46	2.638%	132
C13	TOWN OF LITTLE ELM...	\$5,542,328.80	0.551%	28
C23	TOWN OF MARSHALL CREK	\$44,962.94	0.004%	1
C33	TOWN OF NORTHLAKE....	\$354,183.57	0.035%	2
C24	CITY OF OAK POINT....	\$1,203,822.92	0.120%	6
C14	CITY OF PILOT POINT..	\$1,057,382.25	0.105%	5
C15	TOWN OF PONDER.....	\$317,810.58	0.032%	2
C17	CITY OF ROANOKE.....	\$3,555,431.81	0.354%	18
C16	CITY OF SANGER.....	\$2,009,937.89	0.200%	10
C34	TOWN OF SHADY SHORES	\$559,054.66	0.056%	3
C28	CITY OF TROPHY CLUB..	\$2,592,468.33	0.258%	13
C02	CITY OF CARROLLTON	\$25,809,977.00	2.568%	128
	CITY OF CELINA	\$124.71	0.000%	1
C21	CITY OF COPPELL	\$368,092.00	0.037%	2
C20	CITY OF DALLAS	\$6,523,123.00	0.649%	32
C36	CITY OF FORT WORTH	\$4,057,258.48	0.404%	20
C32	CITY OF FRISCO	\$15,700,243.27	1.562%	78
C39	CITY OF GRAPEVINE	\$1,000.83	0.000%	1
C38	CITY OF HASLET	\$226.00	0.000%	1
C29	CITY OF PLANO	\$3,758,562.07	0.374%	19
	TOWN OF PROSPER	\$788.15	0.000%	1
C37	CITY OF SOUTHLAKE	\$452,897.20	0.045%	2
		\$196,198,825.84	19.523%	981
		\$1,004,958,165.49	100.000%	5000

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NOMINATION FORM

Please return this form to DCAD no later than October 15, 2007. Reminder....your jurisdiction may nominate up to five candidates to the Denton Central Appraisal District Board of Directors.

Please include the address and phone number of your nominees.

Name of your jurisdiction: _____

Name of nominee:

Name _____

Address _____

City _____ Zip _____

Phone # (____) _____ - _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, NOMINATING A CANDIDATE FOR ELECTION TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Denton County Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, each voting unit may nominate from one to five candidates in an open meeting for the position of member on the Denton County Central Appraisal District Board of Directors; and

WHEREAS, the City Council desires to nominate _____ to be placed on the ballot for election to the Denton County Central Appraisal District Board of Directors;

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

Section I. The City Council of the City of Plano, Texas, nominates the following person to be placed on the ballot for election to the Denton Central Appraisal District Board of Directors:

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

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____, 2007.

ATTEST:

Pat Evans, MAYOR

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

RESAPPR

5-7

5-8

PRELIMINARY OPEN MEETING

I.	Consideration and action resulting from Executive Session discussion: A. Personnel Appointments Board of Adjustment Building Standards Commission Denton Central Appraisal District Heritage Commission Planning and Zoning Commission Plano Housing Authority Retirement Security Plan Committee	Council	5 min.
II.	Personnel Appointments Transition and Revitalization Commission Parks and Recreation Planning Board Library Advisory Board Community Relations Commission Cultural Affairs Commission Animal Shelter Advisory Committee Global Advisory Committee Keep Plano Beautiful Commission Self Sufficiency Committee Senior Citizens Advisory Board Tax Increment Financing Reinvestment Zone #1 Board Transportation Advisory Committee	Council	10 min.
III.	Mobility Report	Neal	5 min.
IV.	DART Report	Paulk	5 min.
V.	Comprehensive Monthly Financial Report	McGrane	5 min.
VI.	Benefits Plan Review	DiFiore	10 min.
VII.	Bridge and Culvert Report	Foster	10 min.
VIII.	Renewable Energy Credits	Israelson	10 min.
IX.	Council items for discussion/action on future agendas	Council	5 min.
X.	Consent and Regular Agenda	Council	5 min.

- | | | | |
|-----|-----------------|---------|--------|
| XI. | Council Reports | Council | 5 min. |
| | A. | | |
| | B. | | |
- Council May Receive Information, discuss and provide direction on the following reports:
- Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees

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

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



CITY COUNCIL

1520 AVENUE K

DATE: September 24, 2007

CALL TO ORDER: 7:00 p.m.

INVOCATION: Pastor Barry Gin
Plano Chinese Alliance Church

PLEDGE OF ALLEGIANCE: Girl Scout Troup 29

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>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.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p style="text-align: center;"><u>THE CITY SECRETARY RECEIVES SPEAKER CARDS AT THE BEGINNING OF THE MEETING</u></p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>BOARD AND COMMISSION REPORT</u></p> <p>Plano Housing Authority – Helen Macey, Executive Director</p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u></p> <p>September 10, 2007 September 11, 2007 September 14, 2007</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) Bid No. 2007-193-B for Police and Courts Building Roof Replacement project to K Post Company, in the amount of \$263,715.</p> <p>(c) Bid No. 2007-164-C for RFP for Group Medicare Supplement Plan to United Retiree Solutions. The term of this contract will be for one year with three City optional one-year renewals.</p> <p>(d) Bid No. 2007-206-B for the Memorial Park Improvements – Veterans’ Memorial to Cole Construction, Inc. in the amount of \$1,612,787.</p> <p>(e) Bid No. 2007-204-B for repainting of Parker Road Elevated Storage Tank to M.K. Painting, Inc., in the amount of \$390,000.</p> <p>Approval of Agreement</p> <p>(f) To approve an agreement by and between the City of Plano and Plano Economic Development Board in the amount of \$849,652 to initiate, promote, monitor and perform activities related to economic development.</p> <p>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).</p> <p>(g) To approve the purchase of support services for servers and printers in the amount of \$42,876 from Hewlett Packard Company through an existing contract/agreement with Department of Information Resources (DIR), and authorizing the City Manager to execute all necessary documents. (DIR-BUSOP-178)</p> <p>(h) To approve the purchase of five 24 Yard Automated Side Loaders in the amount of \$491,123 and two 20 Yard High Compaction Rear Loaders in the amount of \$116,195 from Heil of Texas through the H-GAC Cooperative Purchasing Program, and authorizing the City Manager to execute all necessary documents. (#RC08-06),</p> <p>Approval of Change Order: (Change to current City of Plano contract allowable under State law)</p> <p>(i) To Mario Sinacola & Sons Excavating increasing the contract by \$33,859, Inc., for Dominion Parkway Phase II – Headquarters to Hedgcoxe, Change Order No. 1, Bid No. 2006-208-B. This change order is for revising the scope of work to include the construction of a left-turn lane for Capital One on Dominion Parkway and for adjustment of quantities to reflect the actual work done in the field.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p> <p>(j) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Lucas, Texas, under which the City of Plano will dispatch calls for emergency fire and emergency medical assistance for the City of Lucas; authorizing execution of the agreement by the City Manager; and providing an effective date.</p> <p>(k) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Parker, Texas, under which the City of Plano will dispatch calls for emergency fire and emergency medical assistance for the City of Parker; authorizing execution of the agreement by the City Manager; and providing an effective date.</p> <p>(l) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Lucas, Texas for the City of Lucas' use of the Trunked Radio System owned by the cities of Allen, Frisco, and Plano; authorizing execution of the agreement by the City Manager; and providing an effective date.</p> <p>(m) To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the City of Parker, Texas for the City of Parker's use of the Trunked Radio System owned by the cities of Allen, Frisco, and Plano; authorizing execution of the agreement by the City Manager; and providing an effective date.</p> <p>(n) To approve the settlement of the lawsuit styled Michael Avera v. City of Plano, Texas, Civil Action No.: 4:05-CV-481, United States District Court for the Eastern District of Texas, Sherman Division in the amount of \$30,000; authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date.</p> <p>(o) To approve the terms and conditions of Plano/Richardson Police Training Center second amended and restated agreement; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(p) To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(q) To approve the terms and conditions of an Airspace Agreement with Nodenble Associates, LLC, a Delaware Limited Liability Company, for the construction and maintenance of a pedestrian crossing with elevated canopy over Infinity Avenue, a public right-of-way; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	To approve the terms and conditions of agreements between the City of Plano and various community organizations for the expenditure of Buffington Community Services Funds in the amount of \$514,900 for the provision of various community services; authorizing its execution by the City Manager; and providing an effective date.	
(s)	To authorize the Cities Aggregation Power Project, Inc. to negotiate on behalf of the City for the purchase of Renewable Energy Credits effective for the 2008 calendar year; authorizing the City Manager to sign the standard form Rec Account Agreement with the Electric Reliability Council of Texas, Inc. (“ERCOT”) for the 2008 calendar year; authorizing the City Manager to register the City's ownership of Renewable Energy Credits with the Electric Reliability Council of Texas; committing to budget for the purchase of Renewable Energy Credits to be effective for the 2008 calendar year; and providing an effective date.	
<u>Adoption of Ordinances</u>		
(t)	To amend Ordinance No. 2007-7-6, codified in subsection entitled “Central Expressway (U.S. Highway 75 Service Roads)” under Section 12-74(b) of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances, Motor Vehicles and Traffic, to raise the prima facie maximum speed limit from 45 miles per hour to 50 miles per hour on the section of Central Expressway from Spring Creek Parkway to the northern City limit line; providing a fine for criminal penalties not to exceed \$200 for each offense; and providing a repealer clause, a penalty clause, a severability clause, a savings clause, a publication clause and an effective date.	
(u)	To amend Ordinance No. 2006-6-29, currently codified under Chapter 12 (Motor Vehicles and Traffic), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to extend a school zone on McDermott Road beginning at a point two hundred (200) feet east of Enchanted Ridge Drive and continuing in a westerly direction to a point two hundred twenty (220) feet west of Coit Road; to establish a school zone on Coit Road from a point two hundred ninety (290) feet south of McDermott Road to a point two hundred forty (240) feet north of McDermott Road during the time periods of 7:50 a.m. through 8:50 a.m. and 3:45 p.m. through 4:30 p.m. on school days; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.	
(v)	To repeal Ordinance No. 2007-7-3; establishing the number of certain classifications within the Police and Fire Departments for Fiscal Year 2007-08; establishing the authorized number and effective dates of such positions for each classification effective October 1, 2007; establishing a new salary plan for the Police and Fire Departments effective October 1, 2007; and providing a repealer clause, a severability clause and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(w)	<p>To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, so as to rezone 7.7± acres, located on the southeast side of Country Club Drive, across El Santo Road, 1,600± feet east of Los Rios Boulevard in the City of Plano, Collin County, Texas, from General Office with Specific Use Permit No. 13 for Country Club and Private Club to Single Family Residence-7 with Specific Use Permit No. 13 for Country Club and Private Club; 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. Public Hearing continued on 6/25/07. On 9/10/07 Council voted to establish Single Family-7 Zoning.</p> <p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>A Resolution to approve revisions to the Policy Statement for Tax Abatement and the Tax Abatement Application of the City of Plano; and providing an effective date. (Tabled from 8/27/07 and 9/10/07)</p>	
(2)	<p>A Review of Annual Performance Report for the use of Federal Funds in 2006-2007.</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2007-17 to amend Section 3.100 (Supplementary Regulations for Principal Uses and Specific Uses), Section 3.800 (Height Regulations), and Section 3.1600 (Sign Regulations) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to remove flag and flagpole regulations; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p>	
(4)	<p>An Ordinance to add Division 6, Flags and Flagpoles to Article XII, Temporary Signs, of Chapter 6, Buildings and Building Regulations, of the City of Plano Code of Ordinances, to provide regulations for flags and flagpoles; providing for penalty, severability; repealing; and publication clauses; and establishing an effective date.</p>	
(5)	<p>A Resolution to nominate a candidate for election to the Denton Central Appraisal District Board of Directors; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/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.</u></p>	