

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON NOVEMBER 27, 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	5 min.
	A. Respond to questions and receive legal advice on agenda items		
II.	Litigation		
	A. Raley v. The Board of Adjustment of the City of Plano	Wetherbee	10 min.
	B. Aston Condemnation	Gilliam	5 min.
	C. Royal Condemnations	Gilliam	5 min.
III.	Personnel	Council	10 min.
	A. Evaluation of Council Appointees		

PRELIMINARY OPEN MEETING

I.	Consideration and action resulting from Executive Session discussion:	Council	5 min.
II.	Personnel Appointments Cultural Affairs Commission Global Advisory Committee	Council	5 min.
III.	Mobility Report	Neal	5 min.
IV.	Comprehensive Monthly Financial Report	McGrane	10 min.
V.	Council items for discussion/action on future agendas	Council	5 min.
VI.	Consent and Regular Agenda	Council	5 min.

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|------|-----------------|---------|--------|
| VII. | 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: November 27, 2007

CALL TO ORDER: 7:00 p.m.

INVOCATION: Reverend Alice Coder
First United Methodist Church Plano

PLEDGE OF ALLEGIANCE: Bear Den - Pack 1225
Jackson Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>SPECIAL RECOGNITION</u></p> <p>Special Recognition: Shannon Lee, 2007 Davidson Fellow</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Civil Service Commission</u> Patrick Gallagher</p> <p><u>Library Advisory Board</u> Gilbert Saulter</p> <p><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>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
	<p><u>Approval of Minutes</u></p> <p>(a) November 12, 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. 2007-230-B for Alley Reconstruction Prairie Creek to Jim Bowman Construction, L.P., in the amount of \$321,714. This project consists of reconstruction of the alley east of Cloister Way from 15th Street north to Regal Drive and the Knollwood Drive alley from Prairie Creek Drive to the alley "T" by Meadowbrook Drive.</p> <p>(c) Bid No. 2007-156-C for Water Line Replacement & Fire Hydrant Rehabilitation to Texas Water Products, Inc. in the amount of \$190,484.</p> <p>(d) Bid No. 2007-229-B for Shady Brook Trail at Spring Creek Parkway to JRJ Paving, LP in the amount of \$421,700. This project will complete the trail from Midway Road to the western boundary of the City.</p> <p>Ratification of Proposal</p> <p>(e) Proposal No. 2007-227-C for CSP for Design and Production of the City of Plano Environmental Calendar to Best Press for an annual contract in the amount of \$52,000 with three optional one-year renewals.</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>(f) To approve the purchase of one Mack Tandem Dump Truck (GU713) in the amount of \$113,500 from Dallas Mack Sales, L.P. through an existing contract/agreement with Texas Association School Buyboard Purchase Program, and authorizing the City Manager to execute all necessary documents. (#281-07).</p> <p>(g) To approve the purchase of six Toyota Prius Hybrid Sedans in the amount of \$130,191 from Philpott Motors, Inc. through an existing contract/agreement with TBPC State Contract and authorizing the City Manager to execute all necessary documents. (071-04-25800-4).</p> <p>(h) To approve the purchase of twelve Ford Escape Hybrids in the amount of \$295,188 from Philpott Motors, Inc. through an existing contract/agreement with TBPC State Contract and authorizing the City Manager to execute all necessary documents. (071-80-56100-8).</p> <p>(i) To approve the purchase of three Ford Crown Victoria Police Interceptors in the amount of \$64,170 from Philpott Motors, Inc. through an existing contract/agreement with Tarrant County Joint Venture Contract and authorizing the City Manager to execute all necessary documents. (1-4)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	<p>To approve the purchase and installation of playground equipment for Wagon Wheel Park, Sante Fe Trail, and Arrowhead Park through PISD Contract (2006-77-I/PISD 3693) in the amount of \$192,040; and authorizing the City Manager to execute all necessary documents.</p>	
(k)	<p>Approval of Change Order</p> <p>To Jacobs Civil, Inc., increasing the Professional Services Contract by \$55,065 for the Parker Road and US 75 Interchange Plans, Specifications & Estimates. Contract Modification No. 2 is for additional engineering and landscape design services necessary to complete the construction documents.</p>	
(l)	<p><u>Adoption of Resolutions</u></p> <p>To approve the terms and conditions of an agreement by and between the City of Plano and Boys & Girls Clubs of Collin County, Inc., to occupy and use a portion of the Douglass Community Center to provide recreation and education programs to Collin County youth; and authorizing its execution by the City Manager; and providing an effective date.</p>	
(m)	<p>To approve the terms and conditions of Funding Agreements between the City of Plano, Texas, and various special event sponsorship grants; authorizing the City Manager to execute such agreements with these organizations, and providing an effective date.</p>	
(n)	<p>To approve the terms and conditions of an Interlocal Cooperation Agreement for Library Services by and between the City of Plano and Denton County, Texas providing the terms and conditions for receipt of funding in the amount of \$11,200 from Denton County; authorizing the City Manager to take such action and execute such documents as necessary to effectuate the agreement herein; and providing an effective date.</p>	
(o)	<p>To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and North Texas Municipal Water District (NTMWD) for the design and construction of a wastewater force main in conjunction with Plano's Chaparral Road Widening Project; 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 and the City of Allen, Texas, concerning improvements to Alma Drive from Rowlett Creek to Tatum Drive, authorizing its execution by the City Manager and providing an effective date.</p>	
(q)	<p>To approve a purchase of GIS maintenance expenses as designated in Quotation No. 25275847 in the total amount of \$56,900 from ESRI, a sole source supplier of such equipment; authorizing the City Manager to execute any and all documents necessary to effectuate such purchase; and providing an effective date.</p>	
(r)	<p>To approve and authorize the refunds of Property Tax Overpayments; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(s)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Krypton Solutions, LLC., a Texas Limited Liability Corporation, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
(t)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Optecon LP dba Optical Cabling Systems, a Texas Limited Partnership, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
(u)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and Future Wei Technologies Inc., a Texas Corporation, d/b/a Huawei Technologies (USA) to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
(v)	To approve the terms and conditions of an Economic Development Program Agreement by and between the City of Plano, Texas, and GlobalTec Solutions, LLP, a Texas Limited Liability Partnership, to promote state and local economic development and to stimulate business and commercial activity in the City and County, and authorizing its execution by the City Manager; and providing an effective date.	
<u>Adoption of Ordinances</u>		
(w)	To approve the terms and conditions of a Boundary Adjustment Agreement by and between the City of Plano, Texas, the City of Carrollton, Texas, and the Town of Hebron, Texas, to set the future City limit boundaries and to adjust existing boundaries; authorizing its execution by the City Manager; and providing an effective date.	
(x)	To provide for the Ad Valorem Taxation of Tangible Personal Property in transit or “super freeport” goods pursuant to Section 11.253 of the Texas Tax Code; providing a severability clause; providing a repealer clause; authorizing the City Manager to execute any and all necessary documents; and providing for an effective date.	
(y)	To determine the public use, need and necessity for the acquisition of fee simple title to a 0.044 acre (1,930 square feet) tract of land out of the Hezikia Douglas Survey, Abstract No. 272, addressed as 2500 East Plano Parkway, generally located at the southeast corner of Jupiter Road and Plano Parkway, in the City of Plano, Collin County, Texas, for a right turn lane from Jupiter Road onto Plano Parkway in the City of Plano, Collin County, Texas, authorizing the City Attorney to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(z)	To determine the public use, need and necessity for the acquisition of fee simple title to a 0.0193 acre (842 square feet) tract of land out of the John M. Salmon Survey, Abstract No. 814, generally located at the southeast corner of Ozark Drive and US 75, in the City of Plano, Collin County, Texas, for street right-of-way in the City of Plano, Collin County, Texas, authorizing the City Attorney to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.	
(aa)	To determine the public use, need and necessity for the acquisition of fee simple title to a 0.058 acre (2,535 square feet) tract of land out of the John M. Salmon Survey, Abstract No. 814, generally located at the northeast corner of Ozark Drive and US 75, in the City of Plano, Collin County, Texas, for street right-of-way in the City of Plano, Collin County, Texas, authorizing the City Attorney to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.	
	<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)	Public Hearing and an Ordinance to designate a certain area within the City of Plano as Reinvestment Zone No. 110 for a tax abatement consisting of a 4.144 acre tract of land located approximately at the northeast corner of Summit Avenue and Plano Parkway, in the City of Plano, Texas establishing the boundaries of such zone; ordaining other matters relating thereto; and providing an effective date	
(2)	A Resolution to approve the terms and conditions of an Agreement by and between the City of Plano, and Krypton Solutions, LLC., a Texas corporation, and providing for a business personal property and real property tax abatement, and authorizing its execution by the City Manager and providing an effective date.	
(3)	Public Hearing and an Ordinance as requested in Zoning Case 2007-47 – To repeal in its entirety Ordinance No. 99-4-15; thereby rescinding Specific Use Permit No. 165 for the additional use of Private Club on one lot on 0.9± acre of land located on the east side of U.S. Highway 75, 808± feet north of Parker Road in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(4)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-48 – To repeal in its entirety Ordinance No. 93-10-23; thereby rescinding Specific Use Permit No. 176 for the additional use of Private Club on one lot on 0.1± acre of land located on the west side of U.S. Highway 75, 838± feet north of Parker Road in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p>	
(5)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-49 – To repeal in its entirety Ordinance No. 2001-2-17; thereby rescinding Specific Use Permit No. 178 for the additional use of Private Club on one lot on 0.1± acre of land located on the west side of U.S. Highway 75, 1,450± feet south of 15th Street in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p>	
(6)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-50 – To repeal in its entirety Ordinance No. 91-4-35; thereby rescinding Specific Use Permit No. 182 for the additional use of Private Club on one lot on 2.0± acres of land located at the northeast corner of U.S. Highway 75 and Plano Parkway in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p>	
(7)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-51 – To repeal in its entirety Ordinance No. 93-1-20; thereby rescinding Specific Use Permit No. 201 for the additional use of Private Club on one lot on 0.1± acre of land located on the west side of U.S. Highway 75, 393± feet north of Enterprise Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p>	
(8)	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-52 – To repeal in its entirety Ordinance No. 92-7-31; thereby rescinding Specific Use Permit No. 202 for the additional use of Private Club on one lot on 0.1± acre of land located at the northwest corner of Parker Road and Silverstone Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
<p>(9)</p> <p>(10)</p>	<p>Public Hearing and an Ordinance as requested in Zoning Case 2007-53 – To repeal in its entirety Ordinance No. 95-7-18; thereby rescinding Specific Use Permit No. 204 for the additional use of Private Club on one lot on 1.5± acres of land located on the east side of U.S. Highway 75, 380± feet north of Plano Parkway in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p> <p>Public Hearing and an Ordinance as requested in Zoning Case 2007-54 – To repeal in its entirety Ordinance No. 92-10-22; thereby rescinding Specific Use Permit No. 205 for the additional use of Private Club on one lot on 1.9± acres of land located on the north side of 15th Street, 168± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/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>	



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: 11/26/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i>	11/21/07
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Special Recognition: Shannon Lee - 2007 Davidson Fellow				
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		



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

November 21, 2007

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

Honorable Mayor and City Council:

We will begin our meeting Tuesday evening with legal advice and an update regarding four items of litigation. Also in Executive Session, we will continue the evaluation process of Council appointees.

The Preliminary Open Meeting agenda will consist of a couple of personnel appointments, the Mobility Report, and the Comprehensive Monthly Financial Report.

I look forward to seeing you Tuesday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/cp

Thomas H. Muehlenbeck
City Manager

MEMO

DATE: November 19, 2007

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

FROM: Kristy Land, Assistant City Secretary 

RE: Personnel Appointments -
Worksession Meeting

The following appointments will be considered at the November 27, 2007 Council Meeting.

<u>Executive Meeting</u>	<u>Worksession Meeting</u>
No items to be discussed.	Cultural Affairs Commission Global Advisory Committee

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Transportation Mobility / Safety Report

October 2007

- Traffic Signals:
 - ✓ **Implemented new PM peak signal timing on Avenue K, Park Blvd, and Parker Road. Revisions reduced left-turn and side-street delay**
 - Design New Traffic Signal: Spring Creek Parkway @ Parkwood Blvd (90% completed)
- Traffic Safety:
 - ✓ Meadow Hills Lane (Alley Bumps) - **After completing a successful neighborhood petition process staff removed one out of three sets of alley bumps. Staff returned 1/3 of the initial installation to the neighborhood sponsor who will distribute these funds back to the original participating residents.**
 - ✓ **Several schools have requested NO PARKING signs to address traffic congestion generated by their student pick-up/ drop-off operation. Staff has concerns about the impact on nearby neighborhoods and are working with PISD on a mutually acceptable solution**
 - ✓ **Spring Creek Pkwy @ Alma Drive (Dedicated EB right-turn lane opened to traffic)**
 - ✓ **Spring Creek Pkwy @ Coit Road (Dedicated WB right-turn lane opened to traffic)**
 - ✓ **Parker Road @ K Ave (Dedicated EB right-turn lane opened to traffic)**
 - ✓ **Annual Traffic Safety Report (10% completed)**
 - ✓ **Senior Transportation Services – Investigating the level of provider interest in a Plano Taxi Voucher Program (40% completed)**
 - City-wide Speed Zone Survey Project: 13% completed
 - 2008 Intersection Improvement Project List: **20% completed**
 - Working with TxDOT to review speed limits on SH-190 and US-75 Frontage Roads (Awaiting sign change by TxDOT)
- Safe Streets Program (SSP)
 - ✓ **Discussed SSP services at a Neighborhood Services sponsored meeting with residents**
 - ✓ **Sailmaker Lane: Permanent Plan installed**
 - ✓ **Cross Bend Road: Permanent Plan installed.**
 - ✓ **Rainier Road, Travis Drive, and Lexington Drive: Permanent Plan installations are planned in November.**
 - ✓ **Silverstone Drive, Parkhaven Drive, Mission Ridge Road, and Royal Oaks Drive: Temporary Plans installed.**
 - ✓ **Old Pond Drive, Micarta Drive, Robinson Road, and Russell Creek Drive: Temporary Plan installations are planned for November.**
 - Cross Bend from Tumbil Lane to Coit (Permanent Plan installation scheduled for October 2007)
 - Travis Drive (Permanent Plan installation planned for November 2007)
 - Ranier Road South of Spring Creek Parkway (Permanent Plan installation planned for November 2007)
 - Lexington Drive (Permanent Plan installation planned for November 2007)
 - Silverstone Drive (Temporary Plan installation scheduled for October 2007)
 - Parkhaven Drive (Temporary Plan installation scheduled for October 2007)
 - Mission Ridge from Parker to Matterhorn (Temporary Plan installation scheduled for October 2007)
 - Royal Oaks Drive (Temporary Plan installation scheduled for October 2007)
 - Old Pond Drive (Temporary Plan installation planned for November 2007)
 - Micarta Drive (Temporary Plan installation planned for November 2007)
 - Robinson Road (Temporary Devices Plan installation planned for November 2007)

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- Russell Creek Drive East of Independence (Temporary Plan installation planned for November 2007)
- Enchanted Ridge Drive/Presidio Lane (On hold waiting on response from the sponsor)

Participating Neighborhoods Active in the Program

- Cumberland Trail (**Permanent Plan installed**)
- Crossbend from Tumbriel Lane to Coit (**Permanent Plan installed**)
- Travis Drive (Permanent Plan installation pending)
- Ranier Road South of Spring Creek Parkway (Permanent Plan installation pending)
- Lexington Drive (Permanent Plan installation pending)
- Silverstone Drive (**Permanent Plan installed**)
- Parkhaven Drive (**Temporary Plan installed**)
- Mission Ridge from Parker to Matterhorn (**Temporary Plan installed**)
- Royal Oaks Drive (**Temporary Plan installed**)
- Old Pond Drive (Temporary Plan installation pending)
- Micarta Drive (Temporary Plan installation pending)
- Robinson Road (Temporary Plan installation pending)
- Russell Creek Drive East of Independence (Temporary Plan installation pending)
- Enchanted Ridge Drive/Presidio Lane (On-hold, waiting response from sponsor)

- Long Range Planning:

- ✓ **Formalized procedures for responding to requests for No Parking signs in neighborhoods**
- ✓ **Developing administrative structures for division Laser Fiche filing system (15% completed)**
- ✓ **Staff attends Red-Light Camera Best Management Practices seminar sponsored by NCTCOG**
- ✓ **Staff attends CDA Funding - Project Selection Criteria discussion sponsored by NCTCOG**
- Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

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Preliminary Open Meeting Agenda Item IV

Comprehensive Monthly Financial Report

John McGrane

*POM IV
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07
OCTOBER

city of plano

comprehensive monthly
FINANCE REPORT



ABOUT THIS REPORT

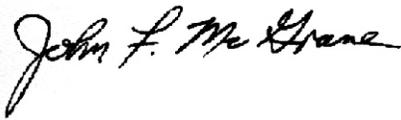
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness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

This report is comprised of five sections:

1. The **Financial Analysis** reports the performance of the major operating funds of the City. Narrative disclosures are used to highlight any significant changes or fluctuations.
- 1A. The **Financial Summary** provides comparative data for major revenue sources and expenditure items.
2. The **Economic Analysis** section contains a summary of the key economic indicators and an in-depth review with graphic illustrations.
3. The **Investment Report** provides a description of investment activity during the month and a summary of interest earnings.
4. The **Quarterly Hotel/Motel Report** provides a summary of Hotel/Motel tax collections during the previous fiscal quarter, as well as comparisons and analyses of tax receipts and occupancy data from the two fiscal years preceding.

We would like to acknowledge those responsible for this report: Allison Friloux for the Financial Summary, Brent Yowell for the Economic Analysis Report, Quarterly Hotel/Motel 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.

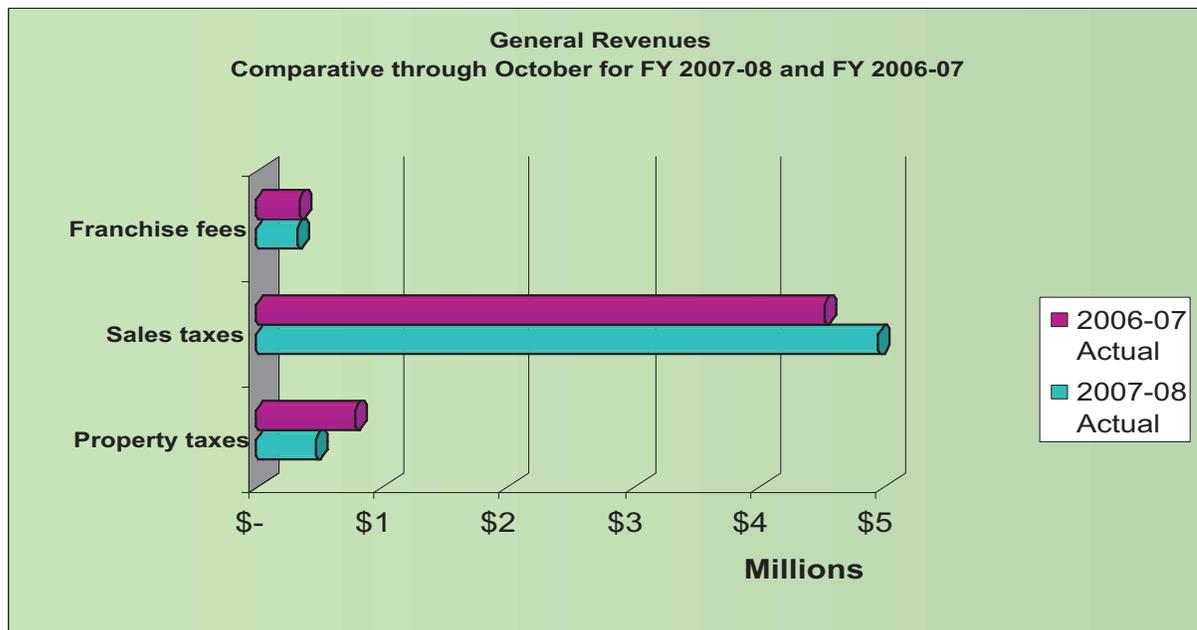
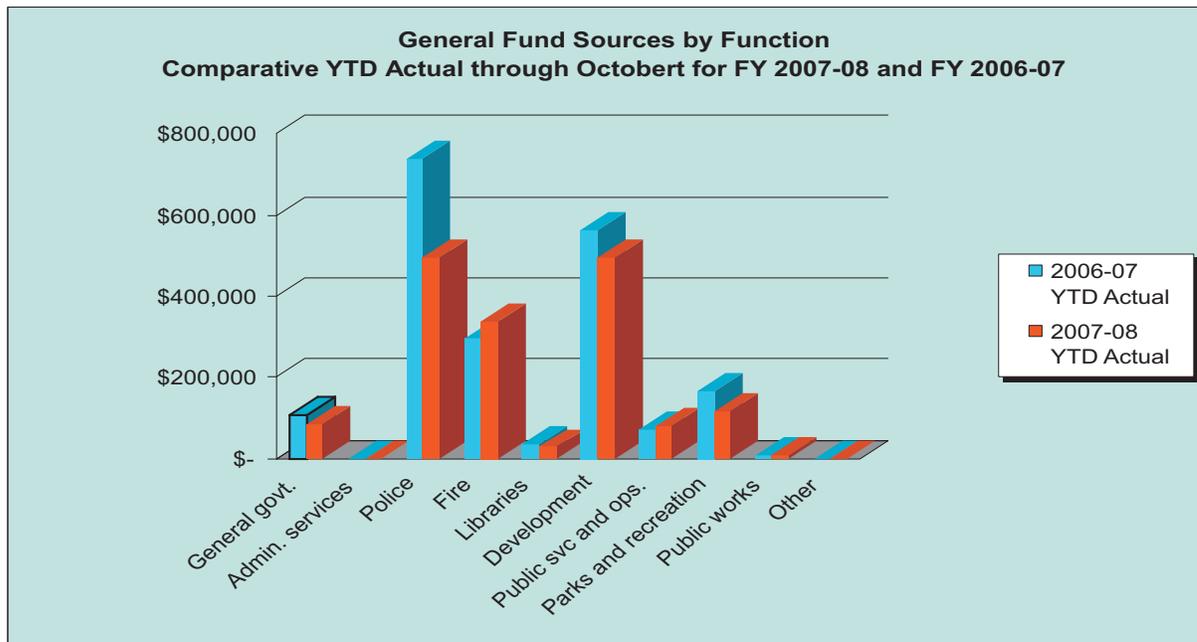


REPORT NOTES OCTOBER, 2007

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.

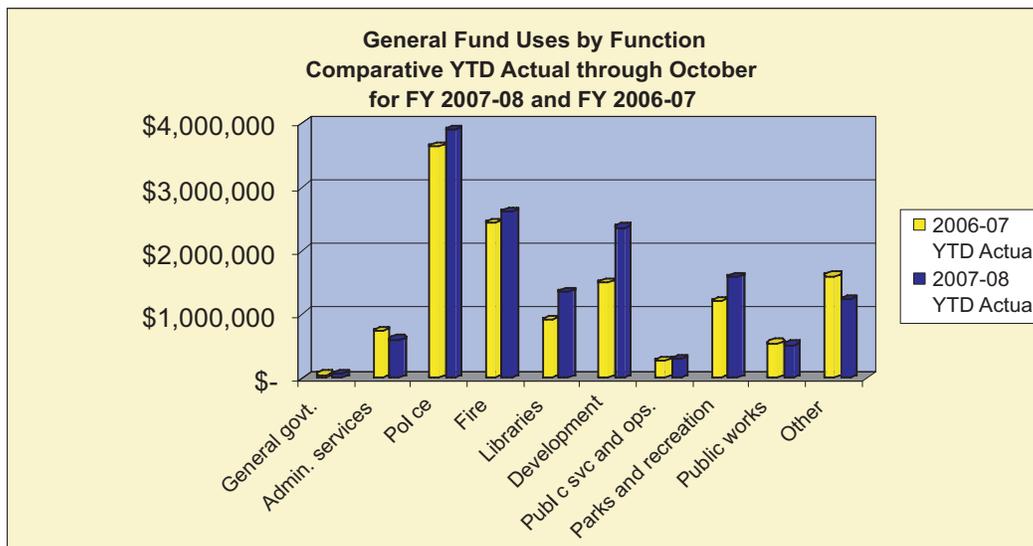
The information in this section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

HIGHLIGHTS OF GENERAL FUND VARIANCES



REPORT NOTES CONTINUED

OCTOBER, 2007



GENERAL GOVERNMENT

- 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.
- The Professional Development Center has encumbered funds of \$5,564 for purchase of a new projector in the current year.

ADMINISTRATIVE SERVICES

- Costs associated with the City's external audit have decreased over prior year due to lower fees, as the City is utilizing a different firm in the current year.
- The Human Resource Department has had a decrease of \$28,196 in encumbrances in the current year for professional consulting services to provide direction to the deferred compensation steering committee regarding contractual issues with the new 457 provider. The contract is nearing completion with a completion date of February 2008.

POLICE

- Court fines and forfeitures decreased year to date over prior year in the amount of \$265,349 due to a decline in citations issued. Citations issued in the current year through October are recorded at 5,992 while citations issued for the same time period in prior year were 6,659. 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.
- Personal services increased over prior year by \$141,881. The increase is primarily attributed to increased civil service employees over last fiscal year.
- The Police department spent \$9,660 for criminal and traffic law publications in the current year which are purchased every other year.
- Funds of \$171,305 are spent and encumbered for laptop computers and installation of this equipment in police vehicles. This is a new project that began in July 2007.
- Refrigerated compartment storage lockers are on order in the current year for the Property/Evidence Unit within the Police department. The cost of these lockers totals \$16,815.
- Replacement of 3 sirens that are part of the existing emergency warning system tower are encumbered in the current year in the amount of \$12,619.

REPORT NOTES CONTINUED

OCTOBER, 2007

POLICE CONT.

- Funds for a new television server are encumbered totaling \$13,250 to provide the ability to stream, record and tune 8 analog television programs simultaneously. This is utilized for any media coverage pertaining to the Plano Police Department to be recorded.
- Expenses for software totaling \$12,103 have been spent in the current year. The jail has purchased new software that electronically monitors the status of prisoners and logs security checks, as well as the Crime Analysis Unit utilizing new staffing management tools.
- Training expenses have increased over prior year by \$18,617 as this is needed on an as needed basis.
- A decrease over prior year of \$277,038 occurred due to timing of encumbrance of funds for the annual maintenance contract for equipment in the Public Safety Communications department. The new maintenance contract was encumbered in November 2007.
- Municipal garage charges to maintain police fleet increased over prior year by \$21,834 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.

FIRE

- Ambulance service revenues increased \$46,881 as compared to prior year primarily due to increased usage of ambulatory services and collections of ambulance revenue.
- Personal services decreased \$99,584 over prior year primarily due to the first payroll in October 2007 being for hours worked in September 2007 and therefore accrued in fiscal year ending 2007.
- Payments for emergency medical advisory services have increased over prior year by \$12,000 due to an increase in fees.
- The Office of Emergency Management and Homeland Security has encumbered funds of \$34,994 for a new project that provides video conferencing capability.
- Replacement charges for fire rolling stock have increased over prior year by \$29,111 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain fire fleet increased over prior year by \$19,054 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- Costs for medical examinations have increased over prior year by \$24,382 primarily attributed to additional types of testing offered to City employees as part of the Wellness Program.
- Costs for training services have increased \$64,514 primarily attributed to additional training courses offered, as well as an increase in personnel.
- Costs and encumbrances for ambulatory services increased as compared to prior year by \$180,000 due to timing of prior year's encumbrances. Orders in prior year were placed in November 2006 as compared to October 2007.

LIBRARIES

- Encumbrances for the service agreement for items such as the libraries self-check machines and security gates have increased \$50,611 due to timing of encumbrances. The purchase order for this year's annual maintenance contract was encumbered in October 2007 compared to December 2006 in prior year.
- Expenditures and encumbrances for library book purchases have increased \$221,796 primarily due to an increase in volume and cost of books ordered in the current year which is reflective in the budget.
- Publication encumbrances and expenditures have increased compared to prior year by \$87,745 primarily due to timing of encumbrances placed.
- Non-print media encumbrances have increased \$51,228 attributed to timing of orders placed.

REPORT NOTES CONTINUED

OCTOBER, 2007

DEVELOPMENT

- Building permit revenues decreased over prior year by \$59,702 due to large projects for commercial and multi-family dwelling complexes occurring in the prior year.
- Facilities Services experienced an increase in expenditures and encumbrances in janitorial services of \$654,442 due to expiration of one of prior year's contracts resulting in month to month payments to the supplier. Additionally, the increase is also attributed to higher rates to comply with Green Building Standards, as well as adding the Tom Muehlenbeck Center facility.
- The Rental Registration department has an increase in expenditures of \$10,367 since this new program began in May 2007. The pilot program was implemented in fiscal year 2006 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.
- The Safe Streets Program has encumbered \$99,332 in October 2007 resulting in an increase over prior as operations began in March 2007.
- Electric and gas payments made from the Facilities Maintenance department have increased over prior year by \$18,839 due to higher rates experienced in the current year.

PUBLIC SERVICES AND OPERATIONS

- Animal adoption revenues have increased over prior October by \$3,475. In October 2006, 141 animals were adopted compared to 187 in the current year.

PARKS AND RECREATION

- Costs associated with the Tom Muehlenbeck Center have been incurred in the current year in the amount of \$86,778 as this new facility opened in the current fiscal year.
- Payments for contractual services for grounds maintenance of park sites and restroom and litter cleanup have increased in the current year by \$35,731. The increase is attributed to contractual changes as well as increased areas serviced.
- Purchase of chemicals for athletic fields has increased over prior year by \$25,268. 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 Center totaling \$40,032.
- In the current year, janitorial services are being utilized primarily for Cox Building Playhouse and Amphitheater at Oak Point Park. These services began in the summer of 2007 and year to date costs are \$11,895.
- Municipal garage charges to maintain parks and recreation fleet increased over prior year by \$37,150 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 \$16,883 due to timing of vehicles received and placed into service.

PUBLIC WORKS

- Due to new projects occurring in October 2007, private developers have had to purchase street signs resulting in increased revenues of \$2,589.
- A decline in the purchase and installation of pavement markings has occurred in the current year in the amount of \$20,972 attributed to higher volume of projects in the previous fiscal year.

REPORT NOTES CONTINUED

OCTOBER, 2007

OTHER

- Payments made in support of social services have decreased \$478,010 due to timing of payments made. Payments of \$495,952 were made in November of the current year while made in October of the previous year in the amount of \$478,010.
- Encumbrances in the prior year in the amount of \$104,475 for a street light audit conducted by an external contractor were incurred.

PROPERTY TAX REVENUES

- Ad valorem tax revenues decreased \$316,135 over prior year primarily attributed to timing of collections.

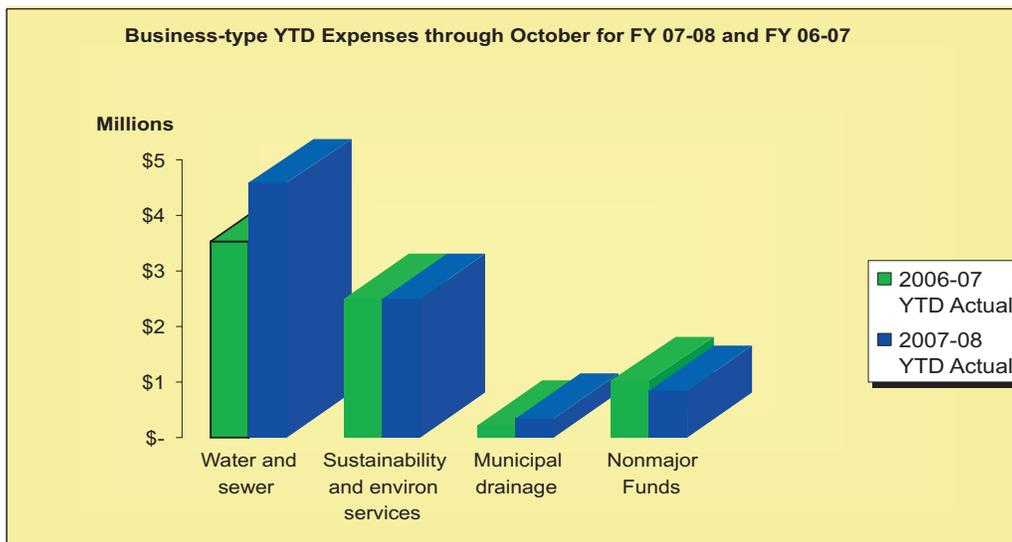
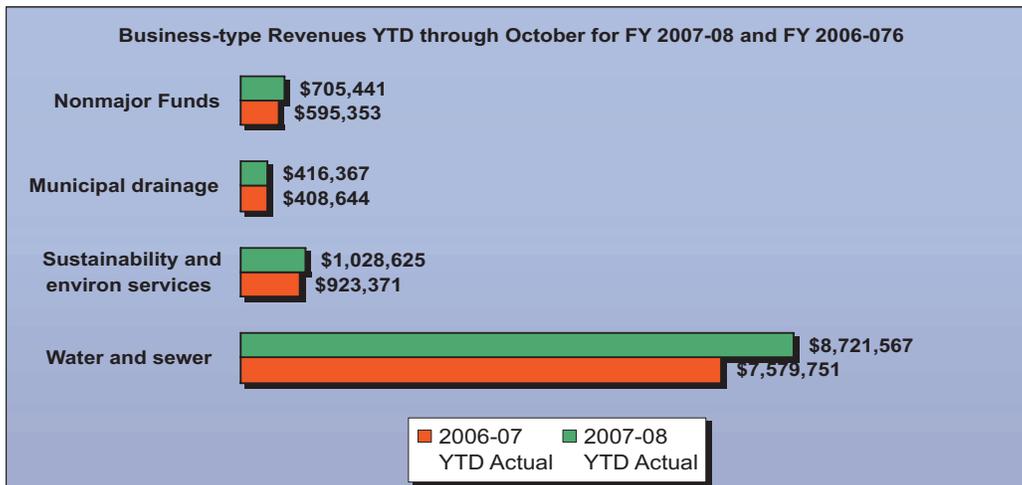
SALES TAX REVENUES

- Sales tax revenues increased over prior year by \$431,464. When comparing the cash received in the months of October 2007 and October 2006, an increase of 9.6% is noted in sales tax revenues.

INTEREST INCOME

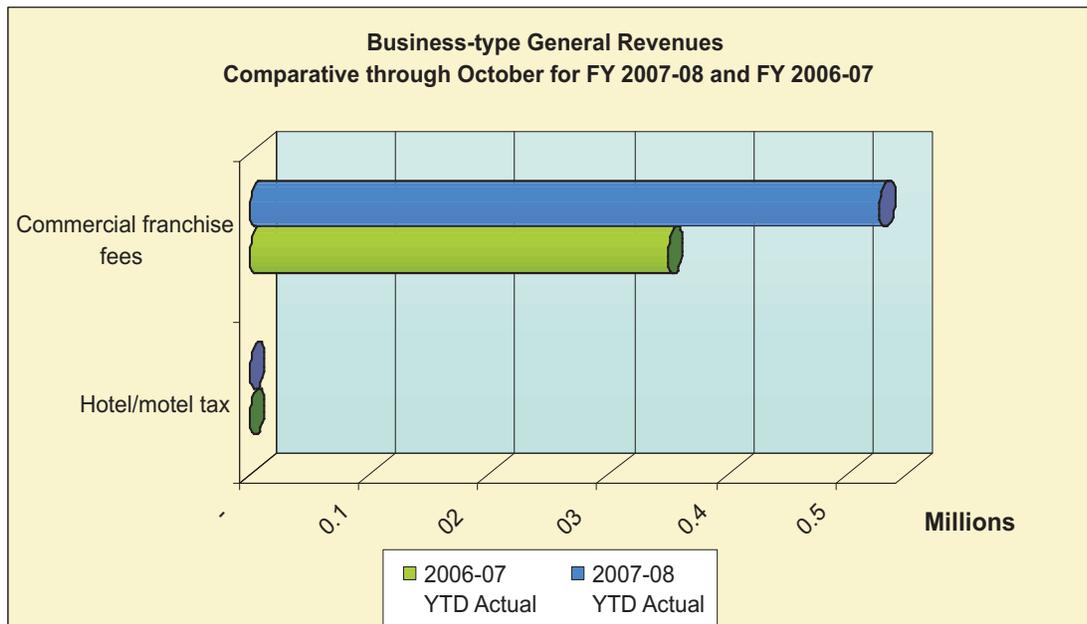
- General Fund interest income increased \$47,684 as compared to prior year due to an increase in interest earned on investments.

HIGHLIGHTS OF BUSINESS-TYPE VARIANCES



REPORT NOTES CONTINUED

OCTOBER, 2007



WATER & SEWER

- Water revenues increased \$1,064,220 while sewer income increased \$90,034 over prior year. Overall water consumption for October 2007 is up as compared to the same time period in the prior year due to water restrictions being lifted in July 2007. Sewer income increased due to a more stable three year winter quarter average as well as increased water consumption by non-residential water users.
- Payment to North Texas Municipal Water District (NTMWD) for services such as wastewater and pre-treatment increased over prior year by \$1,379,311 due to an increase in contractual amounts.
- Expenses and encumbrances to Datamatic.Com for capital outlay and maintenance parts pertaining to the automated meter reading project have decreased over prior year by \$308,967. The current phase of the project is now complete and therefore, replacements will be expensed in the current year. The next phase of the project will begin later in this fiscal year.
- Water meter purchases are lower than prior year by \$55,250. A new program will be implemented over the next several years that will replace water meters and AMR devices. Therefore, water meter replacements have ceased until this program begins.

SUSTAINABILITY AND ENVIRONMENTAL SERVICES

- Commercial franchise fee revenues increased over prior year by \$177,052. Commercial franchise revenues are based upon commercial tonnage disposed, which has increased over prior year, in addition to an increase in the number of commercial entities serviced.
- Residential solid waste revenues are \$85,447 higher than prior year primarily due to an increase in rates for use of 95-gallon carts. The rate increased from \$12.75 per month in the prior year to \$13.85 per month in the current year. Approximately 98% of customers utilize the 95-gallon cart.
- Tipping fee revenues increased over prior year by \$17,022 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.

MUNICIPAL DRAINAGE

- Expenses and encumbrances of \$144,731 are higher than prior year due to timing of encumbrances made for sweeping services. The amount budgeted for the current year is comparable to prior year's budget.

REPORT NOTES CONTINUED

OCTOBER, 2007

CIVIC CENTER

- As a result of an increase in sizeable catered events, as well as increased menu prices, catering revenue for the Civic Center Fund is \$20,818 higher as compared to prior year. Pecan Hollow is also experiencing an increase in catered events as this facility began catering in January 2007. Also, due to the larger events held at Plano Centre in the current year, equipment rental revenues increased \$11,118 due to increased catering.
- Payments made in support of cultural arts have decreased \$302,151 due to timing of payments made. Payments of \$336,735 were made in November in the current year while made in October of the previous year in the amount of \$302,151.

GOLF COURSE

- Golf revenues are lower by \$9,574 primarily due to several days of inclement weather experienced in the current year. Pecan Hollow Golf Course is down approximately 249 rounds of golf as compared to prior year.

RECREATION REVOLVING

- Recreation fee revenues have increased \$33,789 as compared to prior year primarily due to the Tom Muehlenbeck Center opening in the current year as well as increased participation at this year's Christmas Crafts Fair. Due to the opening of the new recreation center and increased participation, costs for contractual services are higher to pay for class instructors.

PROPERTY MANAGEMENT

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

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SECTION 1A

FINANCIAL SUMMARY

*City of Plano
Comprehensive Monthly Finance Report*



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

Function/Program Activities General Fund	Net (Expense) Revenue and Changes in Net Assets			
	General Fund		Business-type Activities	
	Budget	Actual	Budget	Actual
	\$ 844,170	\$ 61,351	\$ 13,329	\$ 24,256
General Fund Activities:				
General government	9,038,063	605,467	(9,038,063)	(605,467)
Administrative services	63,596,577	3,913,221	(53,559,346)	(3,418,347)
Police	42,876,116	2,624,744	(39,024,969)	(2,285,954)
Fire	11,911,444	1,365,544	(11,400,354)	(1,333,285)
Libraries	21,389,456	2,368,475	(16,865,770)	(1,872,466)
Development	4,871,749	308,104	(3,875,944)	(227,447)
Public services and operations	23,374,955	1,584,905	(20,870,378)	(1,470,415)
Parks and recreation	6,106,267	522,772	(6,076,267)	(514,146)
Public works	17,407,930	1,234,712	(17,076,624)	(1,234,712)
Other	201,416,727	14,589,295	(177,774,386)	(12,937,982)
Total General Fund				
Business-type Activities:				
Water and sewer	67,418,780	4,588,246	\$ 31,414,172	\$ 4,133,321
Sustainability and environ services	20,110,852	2,489,817	(5,737,514)	(1,461,192)
Municipal drainage	2,579,209	320,595	2,144,489	95,772
Civic center	7,638,996	527,048	(5,287,407)	(327,811)
Municipal golf course	896,915	62,174	46,135	4,644
Property management	27,000	9,257	51,861	(9,257)
Recreation revolving	2,931,931	184,264	(29,739)	255,122
Downtown center development	45,000	47,918	22,678	(47,918)
Total business-type activities				
Total	\$ 303,265,410	\$ 22,818,614	(177,774,386)	(12,937,982)
			\$ 22,624,675	\$ 2,642,681
			\$ 22,624,675	\$ 2,642,681
				(10,235,301)
				4,632,339
				4,940,022
				-
				-
				847,031
				229,925
				6,480,217
				(3,815,084)
				398,271,411
				\$ 394,456,327

Function/Program Activities	Program Revenues		Actual/ Budget
	Budget	Actual	
	\$ 857,499	\$ 85,607	10.0%
	-	-	-
	10,037,231	494,875	4.9%
	3,851,147	338,791	8.8%
	511,090	32,259	6.3%
	4,523,686	496,009	11.0%
	995,805	80,657	8.1%
	2,504,577	114,490	4.6%
	30,000	8,626	28.8%
	331,306	-	-
	23,642,341	1,651,313	7.0%
	98,832,952	8,721,567	8.8%
	14,373,338	1,028,625	7.2%
	4,723,698	416,367	8.8%
	2,551,589	199,237	7.8%
	943,050	66,818	7.1%
	78,861	-	-
	2,902,192	439,386	15.1%
	67,678	-	-
	124,473,358	10,872,000	8.7%
	\$ 148,115,699	\$ 12,523,313	

Function/Program Activities	Expenses/Expenditures		Actual & Encumb./ Budget
	Budget	Actual/Encumb.	
	\$ 844,170	\$ 61,351	7.3%
	9,038,063	605,467	6.7%
	63,596,577	3,913,221	6.2%
	42,876,116	2,624,744	6.1%
	11,911,444	1,365,544	11.5%
	21,389,456	2,368,475	11.1%
	4,871,749	308,104	6.3%
	23,374,955	1,584,905	6.8%
	6,106,267	522,772	8.6%
	17,407,930	1,234,712	7.1%
	201,416,727	14,589,295	7.2%
	67,418,780	4,588,246	6.8%
	20,110,852	2,489,817	12.4%
	2,579,209	320,595	12.4%
	7,638,996	527,048	6.7%
	896,915	62,174	6.9%
	27,000	9,257	34.3%
	2,931,931	184,264	6.3%
	45,000	47,918	106.5%
	101,848,683	8,229,319	8.1%
	\$ 303,265,410	\$ 22,818,614	

Function/Program Activities	General Revenues		Actual
	Budget	Actual	
	77,466,721	463,239	-
	61,181,328	4,940,022	-
	1,118,849	-	-
	-	-	-
	-	4,518,066	-
	20,388,866	319,979	6,351,573
	2,918,908	202,590	476,750
	163,074,672	5,925,830	11,346,389
	(14,699,714)	(7,012,152)	33,971,064
			554,387
			3,197,068
			352,587,751
			\$ 355,784,819

Function/Program Activities	General Revenues		Actual
	Budget	Actual	
General revenues:			
Property taxes			463,239
Sales taxes			4,940,022
Other taxes			-
Hotel/Motel tax			-
Franchise fees			847,031
Investment income			229,925
Total general revenues			6,480,217
Change in net assets			(3,815,084)
Net assets - beginning			398,271,411
Net assets - ending			\$ 394,456,327

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

	Fiscal Year	Annual Budget	1 Month Actual	Actual/ Budget	Performance Index
REVENUES:					
Ad valorem tax	2008	\$ 77,467,000	463,000	0.6%	7.17
	2007	69,461,000	779,000	1.1%	13.46
	2006	61,823,000	145,000	0.2%	2.81
Sales tax	2008	61,181,000	4,940,000	8.1%	96.89
	2007	57,606,000	4,509,000	7.8%	93.93
	2006	50,590,000	3,971,000	7.8%	94.19
Other revenue	2008	48,069,000	2,174,000	4.5%	54.27
	2007	46,259,000	2,470,000	5.3%	64.07
	2006	44,632,000	2,434,000	5.5%	65.44
TOTAL REVENUE	2008	186,717,000	7,577,000	4.1%	48.70
	2007	173,326,000	7,758,000	4.5%	53.71
	2006	157,045,000	6,550,000	4.2%	50.05
EXPENDITURES & ENCUMBRANCES:					
Current operating	2008	\$ 199,162,000	13,652,000	6.9%	82.26
	2007	188,784,000	12,497,000	6.6%	79.44
	2006	173,594,000	11,051,000	6.4%	76.39
Capital outlay	2008	2,255,000	937,000	41.6%	498.63
	2007	1,466,000	433,000	29.5%	354.43
	2006	1,697,000	348,000	20.5%	246.08
Total expenditures and encumbrances	2008	201,417,000	14,589,000	7.2%	86.92
	2007	190,250,000	12,930,000	6.8%	81.56
	2006	175,291,000	11,399,000	6.5%	78.03
Excess (deficiency) of revenues over (under) expenditures	2008	(14,700,000)	(7,012,000)	-	-
	2007	(16,924,000)	(5,172,000)	-	-
	2006	(18,246,000)	(4,849,000)	-	-
OTHER FINANCING SOURCES (USES)					
Transfers in	2008	16,609,000	1,384,000	8.3%	99.99
	2007	16,397,000	1,366,000	8.3%	99.97
	2006	15,153,000	1,263,000	8.3%	100.02
Transfers out	2008	(21,947,000)	(1,829,000)	8.3%	100.00
	2007	(21,055,000)	(1,755,000)	8.3%	100.02
	2006	(13,270,000)	(1,148,000)	8.7%	103.81
NET CHANGE IN FUND BALANCES	2008	(20,038,000)	(7,457,000)		
	2007	(21,582,000)	(5,561,000)		
	2006	(16,363,000)	(4,734,000)		
FUND BALANCES-BEGINNING	2008		45,684,000		
	2007		48,805,000		
	2006		39,224,000		
FUND BALANCES-ENDING OCTOBER 31	2008		38,227,000		
	2007		43,244,000		
	2006		34,490,000		

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

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>1 Month Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Water and sewer revenue	2008	\$ 96,340,000	8,532,000	8.9%	106.27
	2007	93,434,000	7,381,000	7.9%	94.80
	2006	83,000,000	8,736,000	10.5%	126.30
Other fees and service charges	2008	2,693,000	155,000	5.8%	69.07
	2007	2,556,000	230,000	9.0%	107.98
	2006	<u>2,360,000</u>	<u>157,000</u>	6.7%	79.83
TOTAL REVENUE	2008	99,033,000	8,687,000	8.8%	105.26
	2007	95,990,000	7,611,000	7.9%	95.15
	2006	<u>85,360,000</u>	<u>8,893,000</u>	10.4%	125.02
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	1,245,000	79,000	6.3%	76.14
	2007	80,000	135,000	168.8%	2025.00
	2006	70,000	348,000	497.1%	5965.71
Other expenses & encumbrances	2008	66,174,000	4,509,000	6.8%	81.77
	2007	63,810,000	3,414,000	5.4%	64.20
	2006	<u>58,788,000</u>	<u>2,941,000</u>	5.0%	60.03
Total expenses and encumbrances	2008	67,419,000	4,588,000	6.8%	81.66
	2007	63,890,000	3,549,000	5.6%	66.66
	2006	<u>58,858,000</u>	<u>3,289,000</u>	5.6%	67.06
Excess (deficiency) of revenues over (under) expenses	2008	31,614,000	4,099,000	-	-
	2007	32,100,000	4,062,000	-	-
	2006	26,502,000	5,604,000	-	-
TRANSFERS IN (OUT)					
Transfers in	2008	254,000	21,000	8.3%	99.21
	2007	268,000	22,000	8.2%	98.51
	2006	230,000	19,000	8.3%	99.13
Transfers out	2008	(30,889,000)	(2,574,000)	8.3%	100.00
	2007	(30,208,000)	(2,520,000)	8.3%	100.11
	2006	<u>(28,082,000)</u>	<u>(2,340,000)</u>	8.3%	99.99
CHANGE IN NET ASSETS	2008	\$ 979,000	1,546,000		
	2007	2,160,000	1,564,000		
	2006	(1,350,000)	3,283,000		
TOTAL NET ASSETS-BEGINNING	2008		315,706,000		
	2007		324,871,000		
	2006		<u>317,131,000</u>		
TOTAL NET ASSETS-ENDING OCTOBER 31	2008		317,252,000		
	2007		326,435,000		
	2006		<u><u>320,414,000</u></u>		

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

	Fiscal Year	Annual Budget	1 Month Actual	Actual/ Budget	Performance Index
REVENUES:					
Commerical solid waste franchise	2008	\$ 6,352,000	527,000	8.3%	99.56
	2007	5,901,000	350,000	5.9%	71.17
	2006	5,307,000	390,000	7.3%	88.19
Refuse collection revenue	2008	12,273,000	967,000	7.9%	94.55
	2007	12,078,000	881,000	7.3%	87.53
	2006	11,106,000	869,000	7.8%	93.90
Other fees and service charges	2008	2,100,000	66,000	3.1%	37.71
	2007	1,545,000	43,000	2.8%	33.40
	2006	<u>1,367,000</u>	<u>50,000</u>	3.7%	43.89
TOTAL REVENUE	2008	20,725,000	1,560,000	7.5%	90.33
	2007	19,524,000	1,274,000	6.5%	78.30
	2006	<u>17,780,000</u>	<u>1,309,000</u>	7.4%	88.35
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	142,000	-	-	-
	2007	312,000	-	-	-
	2006	532,000	308,000	57.9%	694.74
Other expenses & encumbrances	2008	19,969,000	2,490,000	12.5%	149.63
	2007	18,531,000	2,488,000	13.4%	161.11
	2006	<u>17,043,000</u>	<u>2,338,000</u>	13.7%	164.62
Total expenses and encumbrances	2008	20,111,000	2,490,000	12.4%	148.58
	2007	18,843,000	2,488,000	13.2%	158.45
	2006	<u>17,575,000</u>	<u>2,646,000</u>	15.1%	180.67
Excess (deficiency) of revenues over (under) expenses	2008	614,000	(930,000)	-	-
	2007	681,000	(1,214,000)	-	-
	2006	205,000	(1,337,000)	-	-
TRANSFERS IN (OUT)					
Transfers in	2008	100,000	8,000	8.0%	96.00
	2007	85,000	7,000	8.2%	98.82
	2006	-	-	-	-
Transfers out	2008	(1,175,000)	(98,000)	8.3%	100.09
	2007	(1,205,000)	(100,000)	8.3%	99.59
	2006	<u>(1,176,000)</u>	<u>(98,000)</u>	8.3%	100.00
CHANGE IN NET ASSETS	2008	\$ (461,000)	(1,020,000)		
	2007	(439,000)	(1,307,000)		
	2006	(971,000)	(1,435,000)		
TOTAL NET ASSETS-BEGINNING	2008		2,308,000		
	2007		1,759,000		
	2006		<u>2,578,000</u>		
TOTAL NET ASSETS-ENDING OCTOBER 31	2008		1,288,000		
	2007		452,000		
	2006		<u>1,143,000</u>		

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

	Fiscal Year	Annual Budget	1 Month Actual	Actual/Budget	Performance Index
REVENUES:					
Fees and service charges	2008	\$ 4,724,000	416,000	8.8%	105.67
	2007	4,700,000	409,000	8.7%	104.43
	2006	4,812,000	402,000	8.4%	100.25
Miscellaneous revenue	2008	125,000	24,000	19.2%	230.40
	2007	109,000	15,000	13.8%	165.14
	2006	47,000	9,000	19.1%	229.79
TOTAL REVENUE	2008	4,849,000	440,000	9.1%	108.89
	2007	4,809,000	424,000	8.8%	105.80
	2006	4,859,000	411,000	8.5%	101.50
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	-	-	-	-
	2007	28,000	-	-	-
	2006	27,000	2,000	7.4%	88.89
Other expenses & encumbrances	2008	2,579,000	321,000	12.4%	149.36
	2007	2,682,000	213,000	7.9%	95.30
	2006	2,561,000	220,000	8.6%	103.08
Total expenses and encumbrances	2008	2,579,000	321,000	12.4%	149.36
	2007	2,710,000	213,000	7.9%	94.32
	2006	2,588,000	222,000	8.6%	102.94
Excess (deficiency) of revenues over (under) expenses	2008	2,270,000	119,000	-	-
	2007	2,099,000	211,000	-	-
	2006	2,271,000	189,000	-	-
TRANSFERS OUT					
Operating transfers out	2008	(2,711,000)	(226,000)	8.3%	100.04
	2007	(2,559,000)	(213,000)	8.3%	99.88
	2006	(2,441,000)	(203,000)	8.3%	99.80
CHANGE IN NET ASSETS					
	2008	(441,000)	(107,000)		
	2007	(460,000)	(2,000)		
	2006	(170,000)	(14,000)		
TOTAL NET ASSETS-BEGINNING					
	2008		21,106,000		
	2007		20,754,000		
	2006		17,924,000		
TOTAL NET ASSETS-ENDING OCTOBER 31					
	2008		20,999,000		
	2007		20,752,000		
	2006		17,910,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH OCTOBER 31 OF FISCAL YEARS 2007, 2006, AND 2005
 NON-MAJOR BUSINESS TYPE FUNDS

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>1 Month Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Hotel/motel tax	2008	\$ 4,518,000	-	-	-
	2007	4,009,000	-	-	-
	2006	3,411,000	75,000	2.2%	26.39
Other revenue	2008	6,695,000	739,000	11.0%	132.46
	2007	6,324,000	612,000	9.7%	116.13
	2006	<u>6,071,000</u>	<u>597,000</u>	9.8%	118.00
TOTAL REVENUE	2008	11,213,000	739,000	6.6%	79.09
	2007	10,333,000	612,000	5.9%	71.07
	2006	<u>9,482,000</u>	<u>672,000</u>	7.1%	85.05
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	81,000	100,000	123.5%	1481.48
	2007	52,000	-	-	-
	2006	5,000	-	-	-
Other expenses & encumbrances	2008	11,659,000	730,000	6.3%	75.14
	2007	10,469,000	1,007,000	9.6%	115.43
	2006	<u>9,521,000</u>	<u>816,000</u>	8.6%	102.85
Total expenses and encumbrances	2008	11,740,000	830,000	7.1%	84.84
	2007	10,521,000	1,007,000	9.6%	114.86
	2006	<u>9,526,000</u>	<u>816,000</u>	8.6%	102.79
Excess (deficiency) of Revenues over (under) expenses	2008	(527,000)	(91,000)	-	-
	2007	(188,000)	(395,000)	-	-
	2006	(44,000)	(144,000)	-	=
TRANSFERS OUT:					
Operating transfers out	2008	(1,121,000)	(93,000)	8.3%	99.55
	2007	(671,000)	(56,000)	8.3%	100.15
	2006	<u>(558,000)</u>	<u>(47,000)</u>	8.4%	101.08
CHANGE IN NET ASSETS	2008	(1,648,000)	(184,000)		
	2007	(859,000)	(451,000)		
	2006	(602,000)	(191,000)		
TOTAL NET ASSETS-BEGINNING	2008		13,468,000		
	2007		12,926,000		
	2006		<u>11,317,000</u>		
TOTAL NET ASSETS-ENDING OCTOBER 31	2008		13,284,000		
	2007		12,475,000		
	2006		<u>11,126,000</u>		

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

	Fiscal Year	Annual Budget	1 Month Actual	Actual/ Budget	Performance Index
REVENUES:					
Miscellaneous revenue	2008	\$ 185,000	45,000	24.3%	291.89
	2007	-	15,000	-	-
	2006	-	14,000	-	-
EXPENSES & ENCUMBRANCES					
Personal services	2008	551,000	26,000	4.7%	56.62
	2007	529,000	27,000	5.1%	61.25
	2006	528,000	22,000	4.2%	50.00
Materials and supplies	2008	24,000	8,000	33.3%	400.00
	2007	26,000	14,000	53.8%	646.15
	2006	23,000	1,000	4.3%	52.17
Contractual / professional and other	2008	6,275,000	25,000	0.4%	4.78
	2007	6,276,000	13,000	0.2%	2.49
	2006	183,000	23,000	12.6%	150.82
Capital outlay	2008	-	-	-	-
	2007	-	7,000	-	-
	2006	-	-	-	-
Total Expenses and Encumbrances	2008	6,850,000	59,000	0.9%	10.34
	2007	6,831,000	61,000	0.9%	10.72
	2006	734,000	46,000	6.3%	75.20
Excess (Deficiency) of Revenues Over (Under) Expenses	2008	(6,665,000)	(14,000)	-	-
	2007	(6,831,000)	(46,000)	-	-
	2006	(734,000)	(32,000)	-	-
TRANSFERS IN					
Operating transfers in	2008	6,850,000	571,000	8.3%	100.03
	2007	6,831,000	569,000	8.3%	99.96
	2006	734,000	61,000	8.3%	99.73
CHANGE IN NET ASSETS					
	2007	185,000	557,000		
	2006	-	523,000		
	2005	-	29,000		
TOTAL NET ASSETS-BEGINNING					
	2008		6,941,000		
	2007		885,000		
	2006		819,000		
TOTAL NET ASSETS-ENDING OCTOBER 31					
	2008		7,498,000		
	2007		1,408,000		
	2006		848,000		

EQUITY IN TREASURY POOL

OCTOBER 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 10/31/07	TOTAL 10/01/07	TOTAL 9/30/07
GENERAL FUND:						
01	General	\$ 91,000	32,607,000	32,698,000	39,348,000	39,348,000
77	Payroll	-	2,044,000	2,044,000	1,894,000	1,894,000
24	City Store	-	9,000	9,000	9,000	9,000
		91,000	34,660,000	34,751,000	41,251,000	41,251,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	5,053,000	5,053,000	4,675,000	4,675,000
		-	5,053,000	5,053,000	4,675,000	4,675,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	526,000	526,000	523,000	523,000
23	Street Enhancement	-	1,516,000	1,516,000	1,507,000	1,507,000
25	1991 Police & Courts Facility	-	1,663,000	1,663,000	1,653,000	1,653,000
27	1991 Library Facility	-	640,000	640,000	637,000	637,000
28	1991 Fire Facility	-	1,954,000	1,954,000	1,943,000	1,943,000
29	Technology Improvements	-	253,000	253,000	252,000	252,000
31	Municipal Facilities	-	417,000	417,000	414,000	414,000
32	Park Improvements	-	4,764,000	4,764,000	4,737,000	4,737,000
33	Street & Drainage Improvement	-	2,576,000	2,576,000	2,454,000	2,454,000
35	Capital Reserve	-	37,294,000	37,294,000	36,993,000	36,993,000
38	DART L.A.P.	-	736,000	736,000	732,000	732,000
39	Spring Creekwalk	-	23,000	23,000	23,000	23,000
52	Park Service Areas	-	5,696,000	5,696,000	5,573,000	5,573,000
53	Creative & Performing Arts	-	2,020,000	2,020,000	2,009,000	2,009,000
54	Animal Control Facilities	-	251,000	251,000	249,000	249,000
59	Service Center	-	126,000	126,000	126,000	126,000
60	Joint Use Facilities	-	576,000	576,000	573,000	573,000
85	Public Arts	-	99,000	99,000	99,000	99,000
110	G.O. Bond Clearing - 1999	-	464,000	464,000	519,000	519,000
190	G.O. Bond Clearing - 2000	-	3,661,000	3,661,000	3,641,000	3,641,000
230	Tax Notes Clearing - 2001	-	2,244,000	2,244,000	2,231,000	2,231,000
240	G.O. Bond Clearing - 2001-A	-	183,000	183,000	182,000	182,000
250	Tax Notes Clearing - 2001-A	-	159,000	159,000	158,000	158,000
270	G.O. Bond Refund/Clearing - 2003	-	1,103,000	1,103,000	1,183,000	1,183,000
310	G.O. Bond Refund/Clearing - 2005	-	1,006,000	1,006,000	1,000,000	1,000,000
093	G.O. Bond Clearing - 2006	-	1,750,000	1,750,000	1,806,000	1,806,000
089	C.O. Bond Clearing - 2006	-	373,000	373,000	371,000	371,000
102	G.O. Bond Clearing - 2007	-	25,181,000	25,181,000	27,382,000	27,382,000
105	Tax Notes Clearing - 2007	-	6,751,000	6,751,000	6,992,000	6,992,000
		-	104,005,000	104,005,000	105,962,000	105,962,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	237,000	237,000	236,000	236,000
34	Sewer CIP	-	8,854,000	8,854,000	9,218,000	9,218,000
36	Water CIP	-	5,305,000	5,305,000	5,121,000	5,121,000
37	Downtown Center Development	-	88,000	88,000	95,000	95,000
41	Water & Sewer - Operating	440,000	(4,550,000)	(4,110,000)	(7,614,000)	(7,614,000)
42	Water & Sewer - Debt Service	-	821,000	821,000	641,000	641,000
43	Municipal Drainage - Debt Service	-	3,018,000	3,018,000	2,805,000	2,805,000
44	W & S Impact Fees Clearing	-	2,716,000	2,716,000	2,731,000	2,731,000
45	Sustainability & Environmental Services	1,000	655,000	656,000	1,019,000	1,019,000
46	Convention & Tourism	4,000	4,187,000	4,191,000	4,172,000	4,172,000
81	Friends of Plano Centre	-	4,000	4,000	4,000	4,000
47	Municipal Drainage	-	4,235,000	4,235,000	4,189,000	4,189,000
48	Municipal Golf Course	-	167,000	167,000	165,000	165,000
49	Property Management	-	388,000	388,000	386,000	386,000
51	Recreation Revolving	-	1,032,000	1,032,000	1,095,000	1,095,000
95	W & S Bond Clearing - 1990	-	-	-	-	-
96	W & S Bond Clearing - 1991	-	-	-	-	-
101	W & S Bond Clearing - 1993A	-	-	-	-	-
103	Municipal Bond Drain Clearing-1995	-	-	-	-	-
104	Municipal Drain Bond Clearing-1996	-	174,000	174,000	173,000	173,000
107	Municipal Drain Bond Clearing-1997	-	-	-	-	-
108	Municipal Drain Bond Clearing-1998	-	-	-	-	-
210	Municipal Drain Bond Clearing-1999	-	-	-	-	-
260	Municipal Drain Rev Bond Clearing - 2001	-	-	-	-	-
280	Municipal Drain Rev Bond Clearing - 2003	-	-	-	-	-
320	Municipal Drain Rev Bond Clearing - 2005	-	298,000	298,000	530,000	530,000
094	Municipal Drain Rev Bond Clearing - 2006	-	1,492,000	1,492,000	1,545,000	1,545,000
330	Municipal Drain Rev Bond Clearing - 2007	-	2,931,000	2,931,000	2,914,000	2,914,000
		445,000	32,052,000	32,497,000	29,425,000	29,425,000

EQUITY IN TREASURY POOL

OCTOBER 2007

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 10/31/07	TOTAL 10/01/07	TOTAL 9/30/07
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	18,000	18,000	22,000	22,000
4	TIF-Mall	-	50,000	50,000	50,000	50,000
5	TIF-East Side	-	7,789,000	7,789,000	7,789,000	7,789,000
11	LLEBG-Police Grant	-	123,000	123,000	123,000	123,000
12	Criminal Investigation	-	1,008,000	1,008,000	1,009,000	1,009,000
13	Grant	-	(461,000)	(461,000)	-	-
14	Wireline Fees	-	312,000	312,000	364,000	364,000
15	Judicial Efficiency	-	115,000	115,000	113,000	113,000
16	Industrial	-	17,000	17,000	17,000	17,000
17	Intergovernmental	-	493,000	493,000	491,000	491,000
18	Government Access/CATV	-	557,000	557,000	571,000	571,000
19	Teen Court Program	-	41,000	41,000	40,000	40,000
20	Municipal Courts Technology	-	1,409,000	1,409,000	1,412,000	1,412,000
55	Municipal Court-Building Security Fees	-	1,250,000	1,250,000	1,244,000	1,244,000
56	911 Reserve Fund	-	7,247,000	7,247,000	7,121,000	7,121,000
57	State Library Grants	-	23,000	23,000	23,000	23,000
67	Disaster Relief	-	1,147,000	1,147,000	1,141,000	1,141,000
68	Animal Shelter Donations	-	129,000	129,000	125,000	125,000
73	Memorial Library	-	213,000	213,000	192,000	192,000
86	Juvenile Case Manager	-	137,000	137,000	136,000	136,000
87	Traffic Safety	-	677,000	677,000	665,000	665,000
88	Child Safety	-	688,000	688,000	679,000	679,000
		-	22,982,000	22,982,000	23,327,000	23,327,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	1,602,000	1,602,000	1,593,000	1,593,000
9	Technology Infrastructure	-	4,110,000	4,110,000	4,087,000	4,087,000
58	PC Replacement	-	1,644,000	1,644,000	1,568,000	1,568,000
61	Equipment Maintenance	-	(4,834,000)	(4,834,000)	(4,933,000)	(4,933,000)
62	Information Technology	-	(40,000)	(40,000)	69,000	69,000
63	Office Services	-	(288,000)	(288,000)	(237,000)	(237,000)
64	Warehouse	-	284,000	284,000	207,000	207,000
65	Property/Liability Loss	-	7,422,000	7,422,000	7,156,000	7,156,000
66	Technology Services	-	11,908,000	11,908,000	11,617,000	11,617,000
71	Equipment Replacement	-	11,620,000	11,620,000	11,371,000	11,371,000
78	Health Claims	-	27,892,000	27,892,000	27,113,000	27,113,000
79	Parkway Service Ctr. Expansion	-	(28,000)	(28,000)	(28,000)	(28,000)
		-	61,292,000	61,292,000	59,583,000	59,583,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	52,000	52,000	52,000	52,000
8	Library Training Lab	-	6,000	6,000	6,000	6,000
69	Collin County Seized Assets	-	274,000	274,000	295,000	295,000
74	Developers' Escrow	-	4,086,000	4,086,000	4,112,000	4,112,000
76	Economic Development	-	7,616,000	7,616,000	7,228,000	7,228,000
84	Rebate	-	1,079,000	1,079,000	1,152,000	1,152,000
		-	13,113,000	13,113,000	12,845,000	12,845,000
TOTAL		\$ 536,000	273,157,000	273,693,000	277,068,000	277,068,000
TRUST FUNDS						
72	Retirement Security Plan	-	70,007,000	70,007,000	70,007,000	70,007,000
TOTAL TRUST FUNDS		\$ -	70,007,000	70,007,000	70,007,000	70,007,000

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

Cash	15,770,000
Local Government Investment Pool	62,504,000
Federal Securities	160,506,000
Certificates of Deposit	32,000,000
Fair Value Adjustment	534,000
Interest Receivable	1,843,000
	<u>273,157,000</u>

HEALTH CLAIMS FUND
THROUGH OCTOBER 31 OF FISCAL YEARS 2008 AND 2007

Health Claims Fund	FY 07-08	FY 06-07	1 Month	FY 07-08	FY 06-07	Year to Date
	October	October	Variance Favorable (Unfavorable)	Total	Total	Variance Favorable (Unfavorable)
Revenues						
Employees Health Ins. Contributions	\$ 197,000	\$ 183,000	14,000	\$ 197,000	\$ 183,000	\$ 14,000
Employers Health Ins. Contributions	1,753,000	1,526,000	227,000	1,753,000	1,526,000	227,000
Contributions for Retirees	51,000	44,000	7,000	51,000	44,000	7,000
Cobra Insurance Receipts	4,000	3,000	1,000	4,000	3,000	1,000
Retiree Insurance Receipts	25,000	34,000	(9,000)	25,000	34,000	(9,000)
Plano Housing Authority	-	6,000	(6,000)	-	6,000	(6,000)
Interest	155,000	75,000	80,000	155,000	75,000	80,000
Total Revenues	2,185,000	1,871,000	314,000	2,185,000	1,871,000	314,000
Expenses						
Insurance	118,000	122,000	4,000	118,000	122,000	4,000
Contracts- Professional Svc.	5,000	8,000	3,000	5,000	8,000	3,000
Contracts- Other	70,000	65,000	(5,000)	70,000	65,000	(5,000)
Health Claims Paid Reinsurance	(83,000)	(15,000)	68,000	(83,000)	(15,000)	68,000
Health Claims - Prescription	273,000	114,000	(159,000)	273,000	114,000	(159,000)
Health Claims Paid -UHC	982,000	875,000	(107,000)	982,000	875,000	(107,000)
Retiree Insurance Paid	11,000	9,000	(2,000)	11,000	9,000	(2,000)
Plano Housing Authority	-	1,000	1,000	-	1,000	1,000
Total Expenses	1,376,000	1,179,000	(197,000)	1,376,000	1,179,000	(197,000)
Net increase (decrease)	\$ 809,000	\$ 692,000	117,000	\$ 809,000	\$ 692,000	117,000
Health Claims Fund Balance - Cumulative	\$ 24,863,000	\$ 16,794,000	8,069,000			

ANALYSIS OF PROPERTY LIABILITY LOSS FUND THROUGH OCTOBER 31 OF FISCAL YEARS 2008, 2007, & 2006

PROPERTY LIABILITY LOSS FUND	Fiscal Year 2008	Fiscal Year 2007	Fiscal Year 2006
Claims Paid per General Ledger	\$ 19,000	58,000	114,000
Net Judgments/Damages/Attorney Fees	13,000	20,000	3,000
Total Expenses	\$ 32,000	78,000	117,000

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
OCTOBER 31, 2007

<u>Project Description</u>	<u>Construction Start (Est.) Complete (Est.)</u>	<u>2007-08 Budget (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	100	2,005	885	1,061	Paving of the eastbound lane is complete and opened to traffic. Work has begun on the westbound side.
<u>15th STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS</u>	01/08 07/08	1,750	1,900	134	13	Final plans have been submitted and are in review by City staff. Project will be bid in the fall to start construction in January.
<u>ALMA-SPICEWOOD TO HEDGECOXE</u>	01/08 08/08	1,100	1,210	78	32	90% construction plans have been received and are being reviewed. Additional engineering design work north of the Rowlett Creek Bridge has been requested by the City of Allen.
<u>ALMA & PARKER DRAINAGE</u>	02/08 08/08	1,227	1,347	81	33	Design is proceeding. Second submittal plans are in review by City staff.
<u>ANIMAL SHELTER EXPANSION</u>	06/08 02/09	1,000	3,755	167	-	Design underway.
<u>CLOISTERS WATER REHAB</u>	08/07 07/08	1,205	1,722	261	977	The water lines in Grandview, Longworth, Kelsey and Desco are in operation and pavement repairs are about 60% complete.
<u>COMMUNICATIONS - Falls to Parker</u>	07/06 10/07	-	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>	02/08 01/09	2,440	3,710	167	42	Pre-final plans have been reviewed by City staff and returned to the consultant for correction. 404 Environmental issue being evaluated. Right of way negotiations underway.
<u>COMMUNICATIONS Parker to Spring Creek Parkway</u>	01/08 12/08	2,550	2,745	114	58	Design proceeding. Pre-final plans have been reviewed by City staff and returned to the consultant for correction. Right of way activity is underway.
<u>DALLAS NORTH TRUNK SEWER I – Independence to Coit</u>	04/07 11/07	-	4,000	2,947	1,022	Pipeline work is complete.
<u>DALLAS NORTH TRUNK SEWER II – Independence to Custer</u>	07/07 12/07	-	1,600	75	1,044	By-pass piping has been installed. 18-inch line has been completed.
<u>DALLAS NORTH TRUNK SEWER III – Pittman Creek to Custer</u>	06/07 12/07	-	2,040	1,159	394	Majority of the pipe has been installed. Manholes are being lined.
<u>FIRE STATION 12/LOGISTICS FACILITY & Emergency Operations Center</u>	12/07 02/09	6,073	12,902	3,216	263	Bidding by construction manager underway.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
OCTOBER 31, 2007

Project Description	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>HAYFIELD, MORTON VALE, THUNDERBIRD & CLOVERHAVEN</u>	07/07 06/08	200	662	348	489	Contractor has completed work on Cloverhaven. The construction on Hayfield is complete. Clean-up is all that remains. The street pavement on Thunderbird is in place. Inlets and the alley approach are yet to be completed. The contractor has started work on Morton Vale and poured the first section of pavement last week.
<u>HEADQUARTERS – Preston to Parkwood</u>	01/08 06/08	700	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 . Project will bid November 26 th .
<u>HIGHLANDS LIFT STATION</u>	09/08 09/09	1,250	2,450	23	175	Design has started.
<u>INDEPENDENCE- MCDERMOTT TO SH 121</u>	06/08 03/09	1,500	1,600	34	67	65% plans have been reviewed by staff and returned to the engineer.
<u>INTERSECTION IMPROVEMENTS – 2004</u>	01/07 12/08	35	912	508	40	All original contract construction is complete except for additional barrier free ramps that will be added on Lookout; Coit @ Legacy: Final plans are complete. ROW acquisition underway; Jupiter, Park, Parker & 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	405	1,038	405	539	Jim Bowman has finished Alma Road at Plano Parkway. Alma Road at Spring Creek Parkway, and Coit Road at Spring Creek. Contract will be held in abeyance until electric and gas companies relocate their facilities at Plano Parkway & Coit.
<u>INTERSECTION IMPROVEMENTS - JUPITER/PLANO PARKWAY</u>	02/08 12/08	550	873	118	6	Final revised schematics and ESA (Categorical Exclusion) approved by TxDOT Dallas. Schematics and CatEx sent to TxDot Austin. TransSystems 90% plans for TxDot McKinney review began on August 31 st . City staff working with affected property owners. Bid opening scheduled March 2008.
<u>INTERSECTION IMPROVEMENTS – Preston and Legacy</u>	01/09 09/09	100	2,504	223	121	Schematic and Environmental Categorical Exclusion awaiting TxDot Austin Approval. 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	31	2,190	158	132	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
STATUS REPORT
OCTOBER 31, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2007-08 Budget (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	100	2,050	150	168	Design proceeding. The fourth submittal of preliminary schematic has been reviewed by City staff and returned to the consultant for correction. It is expected that the completed schematics will be submitted to TxDOT in the near future.
<u>MCDERMOTT – Coit To Ohio</u>	01/08 09/08	3,155	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. TxDOT has requested that sidewalks along the entire project be included in this design/construction project. We are in the process of complying with their request.
<u>TOM MUEHLENBECK RECREATION CENTER</u>	04/06 10/07	-	23,000	21,521	1,028	Punch list items being completed.
<u>OAK POINT PARK VISITOR CENTER COMPLEX</u>	03/08 04/09	4,000	8,000	833	354	Construction documents 90% complete. Looking at a CM at Risk contract.
<u>PARKER ROAD – K Ave. to Raton Ave.</u>	07/07 01/09	2,792	4,420	833	3,443	Contractor has substantially completed work west of K Ave. and has started work east of K Ave.
<u>PARKER ROAD ELEVATED TANK REPAINT</u>	11/07 06/08	800	885	12	422	Contract awarded at September 24 th City Council meeting. MK Painting started work November 1 st .
<u>PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway</u>	10/07 10/08	4,100	5,300	290	3,857	Bids opened on September 27 th . Tiseo Paving Company was low bidder at \$4,145,990.86. Contract was awarded on October 22 nd City Council meeting. Contracts are being processed with a start of construction projected for the first of December.
<u>PLANO PARKWAY – Los Rios to 14th</u>	06/05 10/07	-	3,855	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	447	3,109	2,174	507	All new pavement is in place and open to traffic. Some minor work remains to be accomplished on the signals at the Tollroad.
<u>POLICE ACADEMY RANGE EXPANSION</u>	12/07 06/08	-	3,759	706	2,778	Design underway.
<u>RAILROAD CROSSINGS –Quiet Zones</u>	02/08 10/08	-	1,197	764	14	Bids withdrawn pending agreement with railroads.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
OCTOBER 31, 2007

<u>Project Description</u>	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>RASOR BOULEVARD - Ohio to SH 121</u>	02/08 12/08	2,035	3,724	259	69	95% plans have been received and are being reviewed by City staff.
<u>RIDGEVIEW - Independence to Coit</u>	02/08 12/08	1,800	2,080	6	120	Engineering contract awarded at City Council meeting June 11 th . Notice to proceed issued August 16 th . Kick off meeting was held August 21 st .
<u>SH 121 WATER LINE - Spring Creek Parkway to Dallas North Tollway</u>	01/08 11/07	200	615	-	-	Plans being revised per TxDOT comments.
<u>SHILOH PUMP STATION</u>	11/08 08/09	80	1,680	32	121	Design has started.
<u>SPRINGBROOK - Quill to Janwood</u>	02/08 09/08	1,225	1,381	140	27	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 11/07	-	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	6,250	1,742	12	TXDOT has approved the schematic. Design work is proceeding. Project scheduled for March 2008 letting by TXDOT. ROW is being negotiated.
<u>WINDHAVEN - Spring Creek Parkway to West City Limits</u>	09/08 06/09	300	4,060	90	360	TNP, engineers issued notice to proceed on August 8 th .
<u>WYATT NORTH ADDITION PAVING & WATER</u>	06/07 06/08	1,297	2,386	1,365	668	Tri-Con has completed N Avenue except for sidewalks and drives on west side. Paving of Felix and Francis east of P Avenue are complete. Paving on the north side of Lucas Terrace west of P Avenue is complete. Water work on Lucas Terrace and Felix east of P Avenue is finishing. Tri-Con will begin sidewalk construction on south half of Felix and Francis next week.

SECTION 2

ECONOMIC ANALYSIS

City of Plano

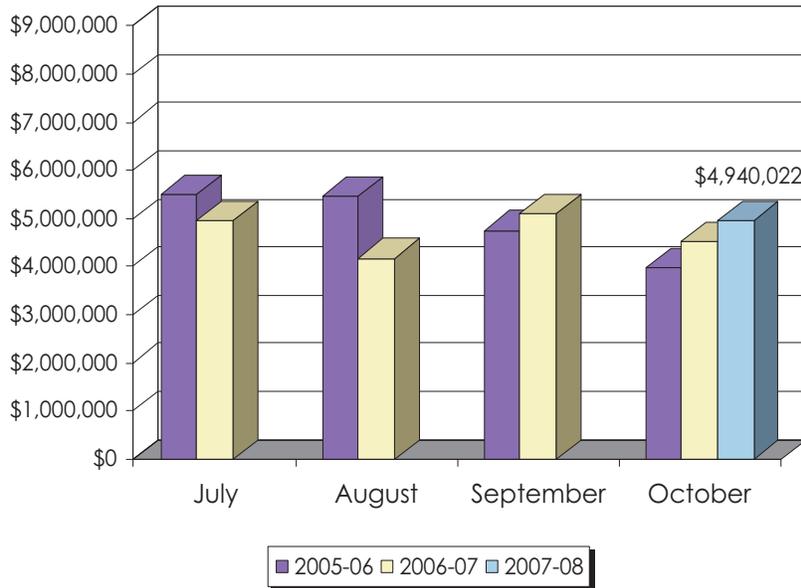
Comprehensive Monthly Finance Report



ECONOMIC ANALYSIS

Sales tax allocation of \$4,940,022 was remitted to the City of Plano in the month of October 2007. This amount represents an increase of 9.57% compared to the amount received in October 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 August by businesses filing monthly returns, reported in September to the State, and received in October by the City of Plano.

Figure I represents actual sales and use tax receipts for the months of July through October for fiscal years 2005-2006, 2006-2007, and 2007-2008.

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

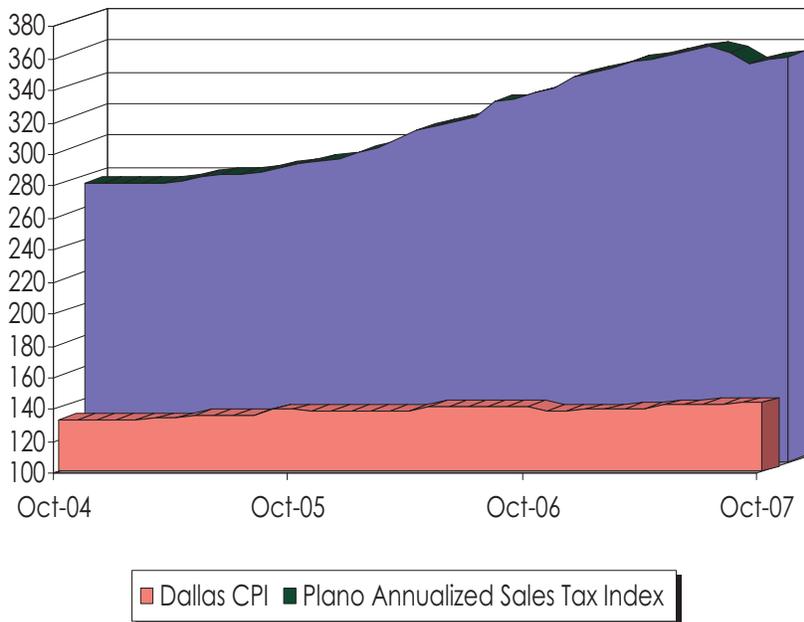


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For October 2007, the adjusted CPI was 143.13 and the Sales Tax Index was 354.78.

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

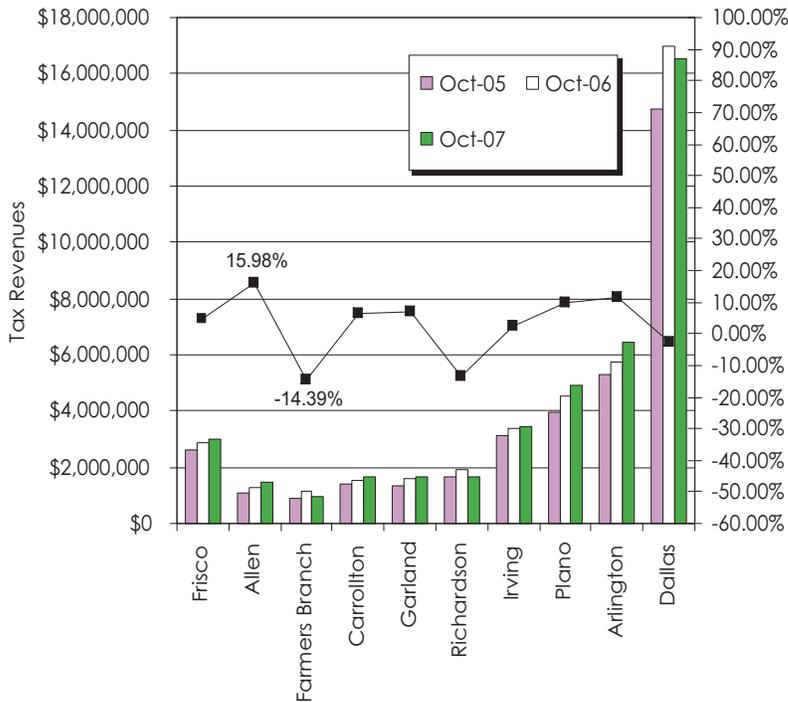
ECONOMIC ANALYSIS

Figure III shows sales tax allocations in the months of October 2005, October 2006 and October 2007 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for

SALES TAX COMPARISONS

CITY OF PLANO AND AREA CITIES

FIGURE III

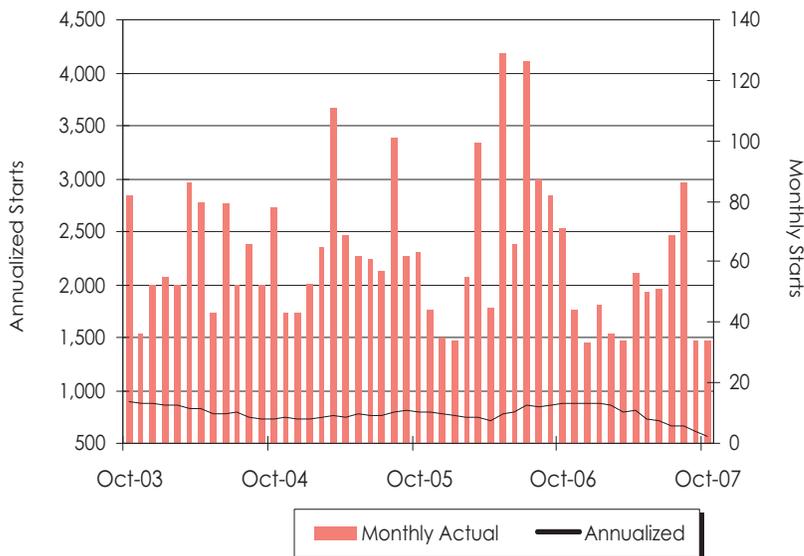


the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of October, the City of Plano received \$4,940,022 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing October 2006 to October 2007, ranged from 15.98% for the City of Allen to -14.39% for the City of Farmers Branch.

SINGLE FAMILY HOUSING STARTS

FIGURE IV



In October 2007, a total of 34 actual single-family housing permits, representing a value of \$6,807,239, were issued. This value represents a 43.82% decrease from the same period a year ago. Annualized single-family housing starts of 573 represent a value of \$122,618,581.

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

ECONOMIC ANALYSIS

YIELD CURVE
FIGURE V

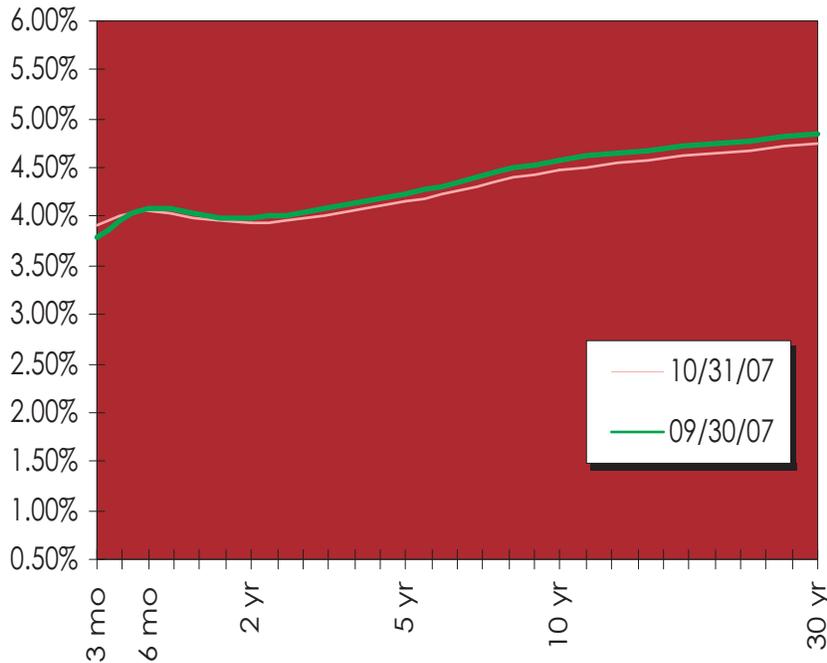


Figure V, left, shows the U.S. Treasury yield curve for October 31, 2007 in comparison to September 30, 2007. All but one of the reported treasury yields decreased in the month of October, with the greatest decrease in reported rates occurring in the 10-year sector at -7 basis points. The only increase in reported rates occurred in the 3-month sector at +1 basis point.

UNEMPLOYMENT RATES
UNADJUSTED RATE COMPARISON
FIGURE VI*

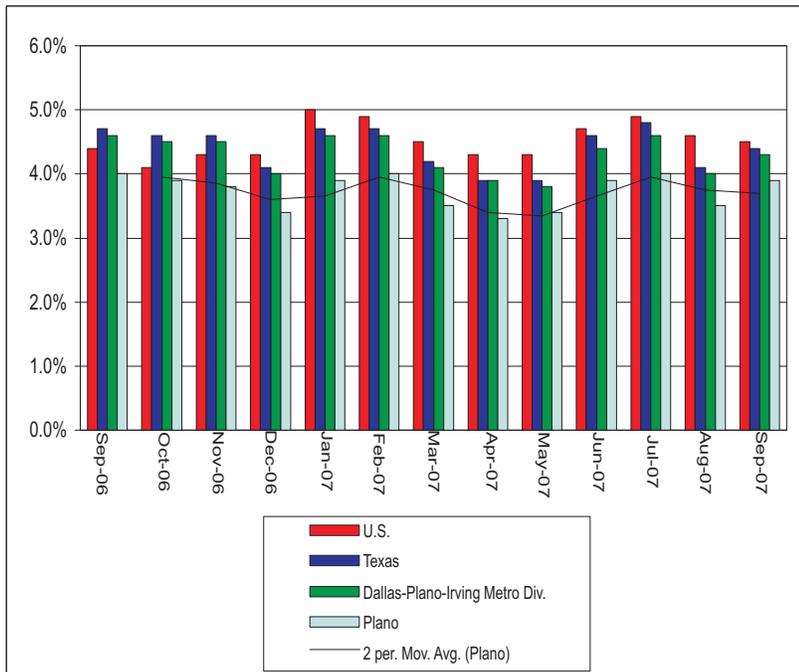


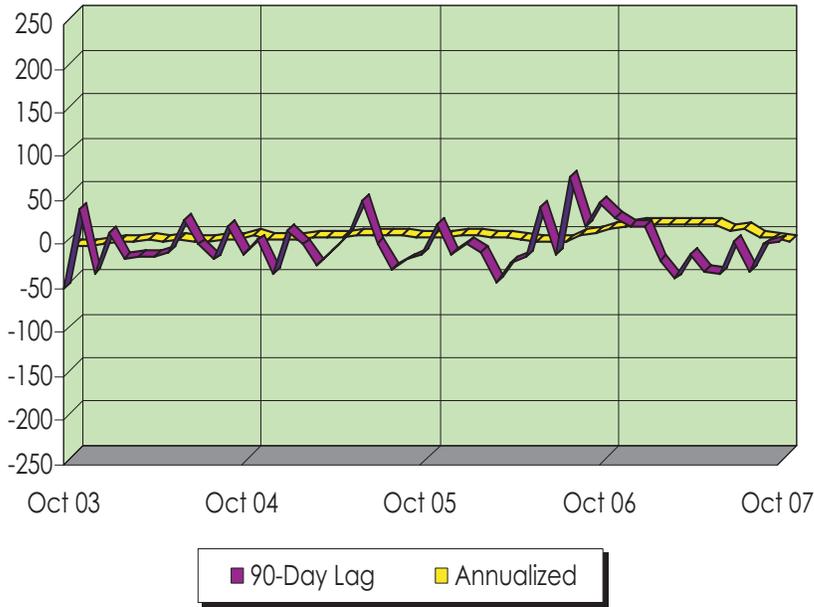
Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from September 2006 to September 2007.

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

ECONOMIC ANALYSIS

Figure VII shows the net difference between the number of housing starts three months ago and new refuse customers in the current month (90-day lag) as well as the average difference between these measures for the past four years (annualized). For the current month, the 90-day lag is 1 home, meaning

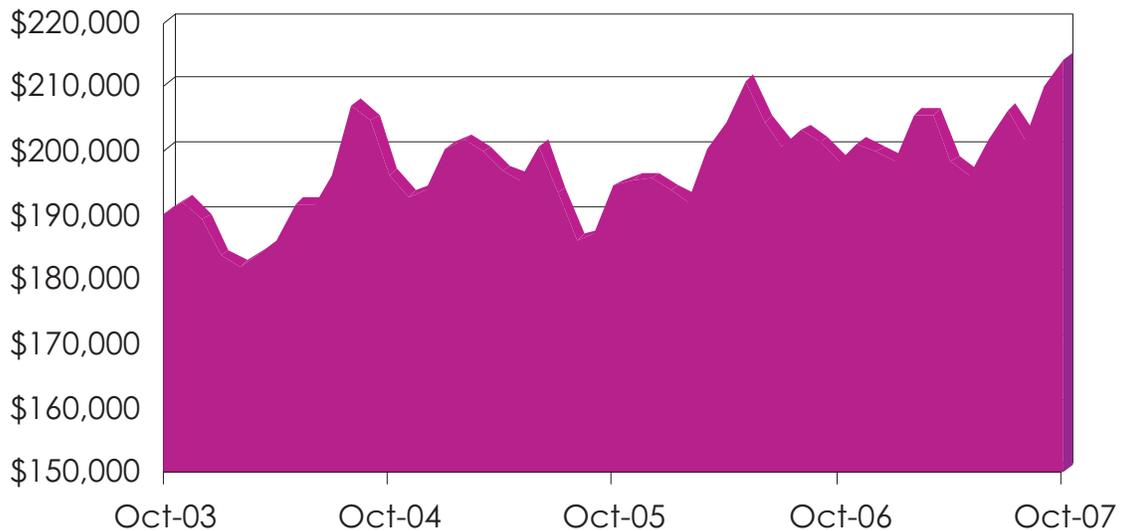
HOUSING ABSORPTION
90-DAY LAG FROM PERMIT DATE
FIGURE VII



that in July 2007 there was 1 more housing start than new refuse customers in October 2007. The annualized rate is -9 which means there was an average of 9 fewer housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes increased 8.04% to \$213,994 when compared to October 2006.

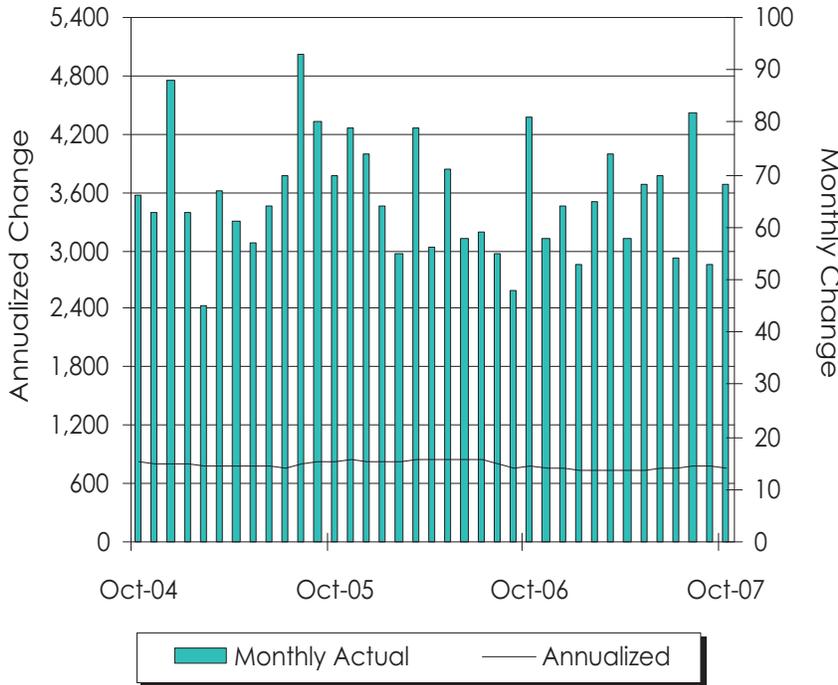
SINGLE-FAMILY NEW HOME VALUE
FIGURE VIII



ECONOMIC ANALYSIS

REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

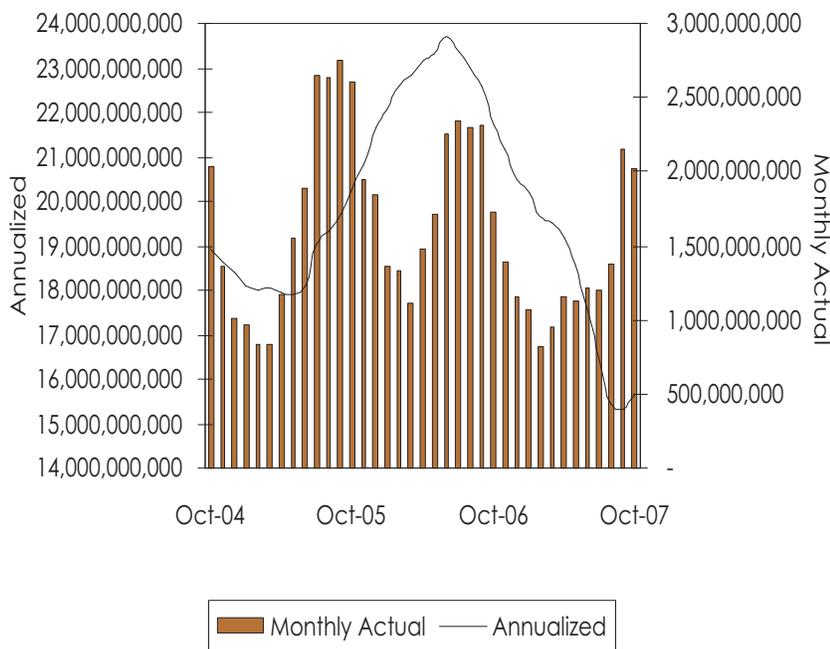


In October, net new refuse collection accounts totaled 68, in comparison to 81 new accounts in October of 2006. This change represents a decrease of 16.05% year-to-year. Annualized new refuse accounts totaled 767, showing a decrease of 12, or a 1.54% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In October, the City of Plano pumped 1,974,161,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 2,021,688,000 gallons among 77,878 billed water accounts while billed sewer accounts numbered 74,173. The minimum daily water pumpage was 49,645,000 gallons, which occurred on Wednesday, October 17th. Maximum daily pumpage was 82,978,000 gallons and occurred on Tuesday, October 2nd. This month's average daily pumpage was 63,683,000 gallons.

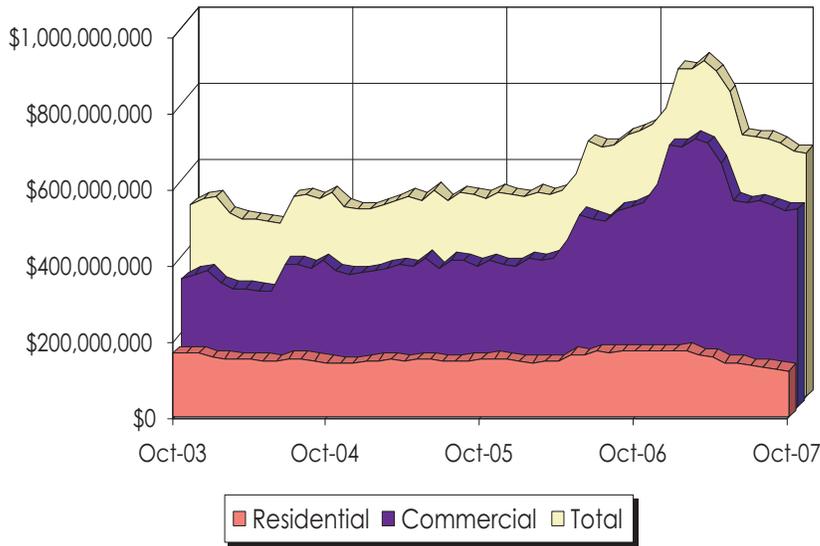
Figure X shows the monthly actual and annualized average for local water consumption.

ECONOMIC ANALYSIS

In October, a total of 162 new construction permits were issued, for properties valued at \$50,859,433. This includes 34 single-family residences, 26 apartment buildings, 12 industrial buildings, 3 office/bank buildings, 1 retail/restaurant/other, 3 other, 51 commercial additions/alterations, 40 interior finish-outs, and 4 demolitions. There were 16 permits issued for pools/spas.

ANNUALIZED BUILDING PERMIT VALUES

FIGURE XI



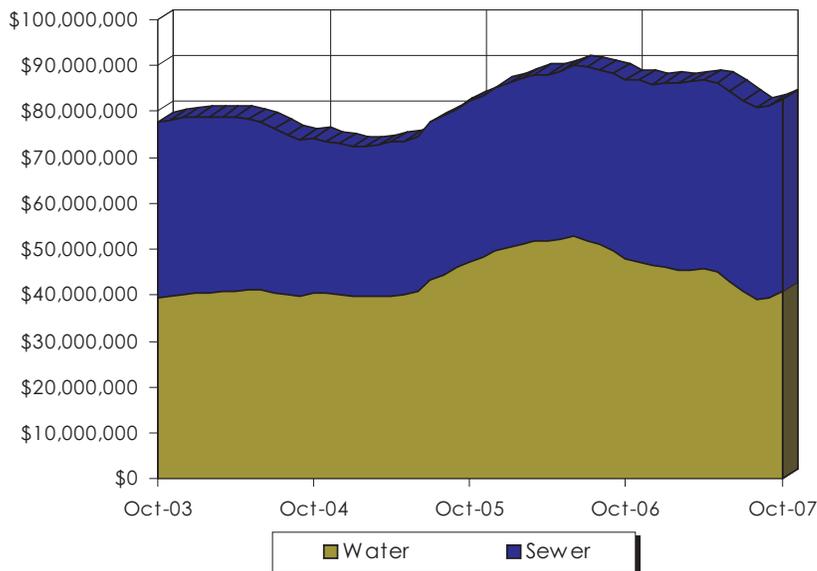
The overall annualized value was \$640,229,836, down 10.01% from the same period a year ago. The annualized value of new residential construction decreased to a value of \$122,618,581, down 29.09% from a year ago. The annualized value of new commercial construction decreased 3.88% to \$517,611,255.*

* 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 October were \$5,189,543 and \$3,672,006, representing an increase of 33.28% and 0.09% respectively, compared to October 2006 revenues. The aggregate water and sewer accounts netted \$8,861,550 for an increase of 17.18%.

ANNUALIZED WATER & SEWER BILLINGS

FIGURE XII



October consumption brought annualized revenue of \$40,871,185 for water and \$41,790,802 for sewer, totaling \$82,661,987. This total represents a decrease of 4.82% compared to last year's annualized revenue.

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

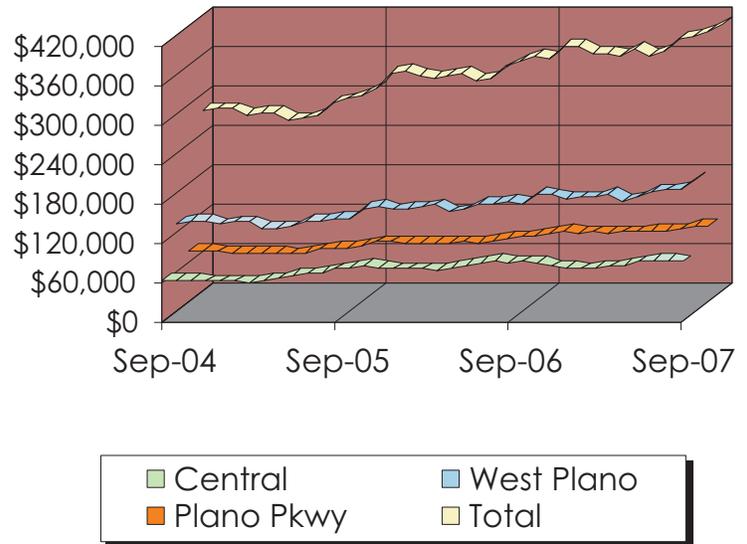
ECONOMIC ANALYSIS

September revenue from hotel/motel occupancy tax was \$470,791. This represents an increase of \$133,400 or 39.54% compared to September 2006. The average monthly revenue for the past six months (see graph) was \$405,819, an increase of 15.40% from the previous year's average. The six-month average for the Central area increased to \$91,634, the West Plano average increased to \$200,070, and the Plano Pkwy average increased to \$114,115 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

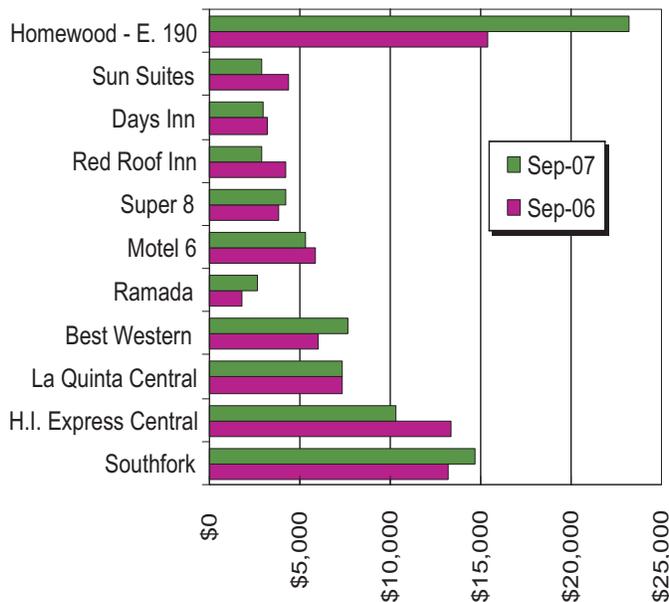
FIGURE XIII



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

HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - CENTRAL

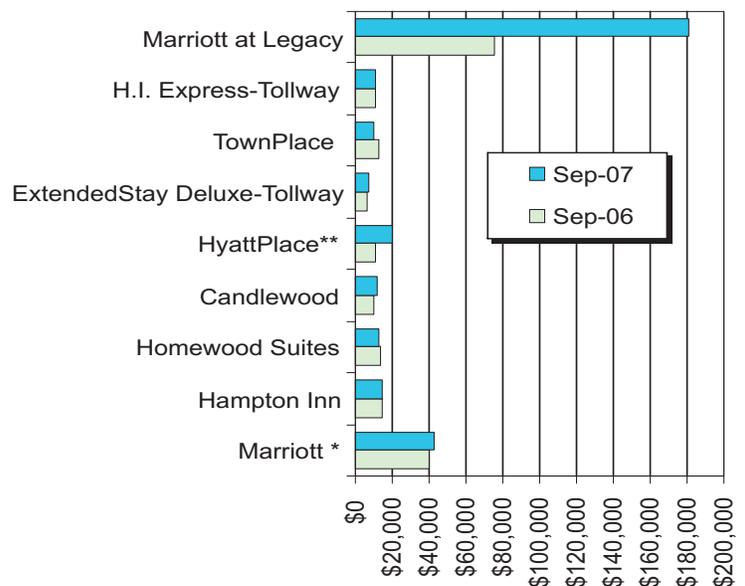
FIGURE XIV



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

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

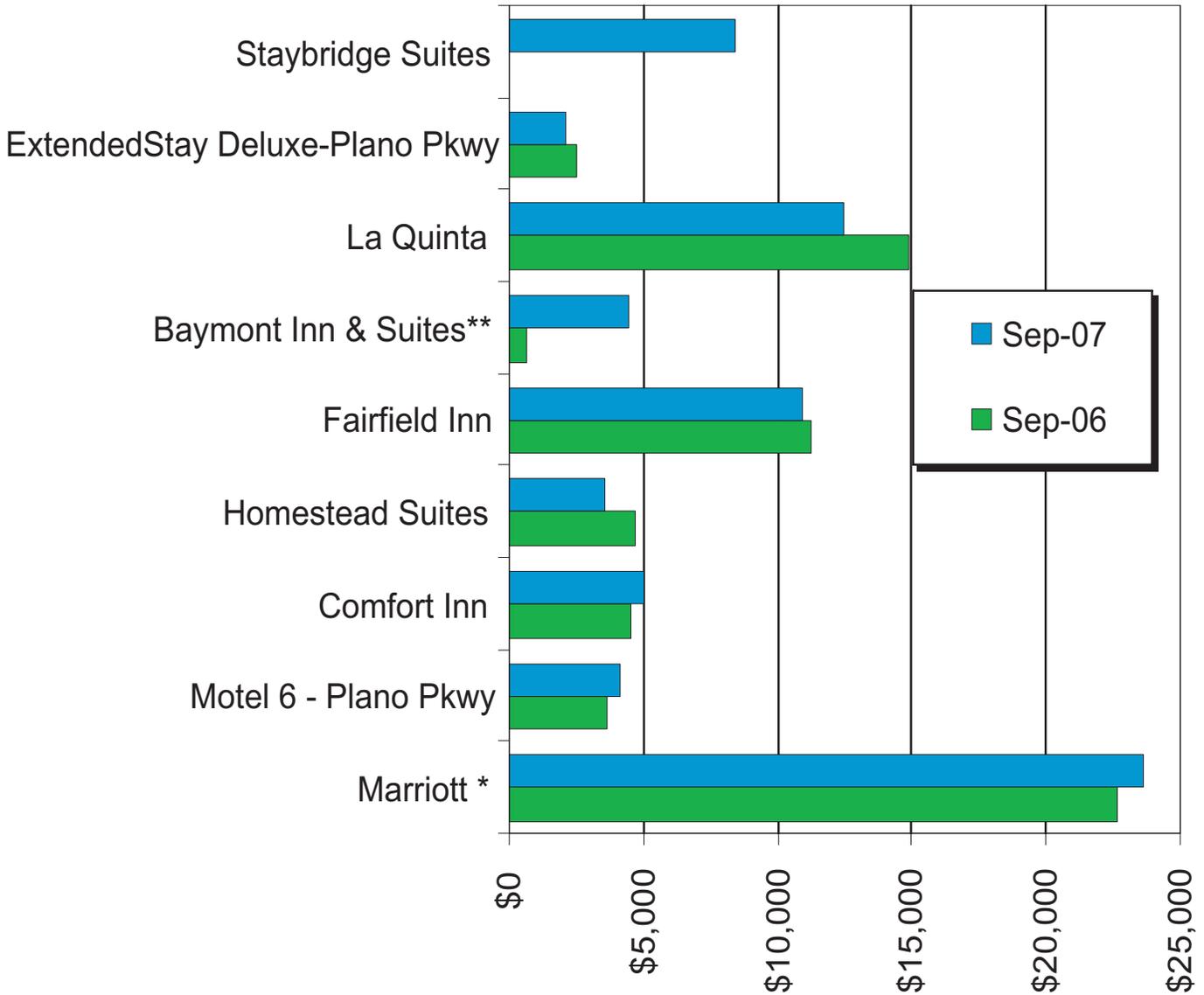
FIGURE XV



* 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) ** Formerly AmeriSuites; Rebranded in May 2007

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) ** Formerly Plano Inn & Suites

SECTION 3

INVESTMENT REPORT

City of Plano

Comprehensive Monthly Finance Report

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



INVESTMENT REPORT

OCTOBER, 2007

Interest received during October totaled \$1,465,568 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

The two-year Treasury note yield fluctuated throughout the month of October, starting at 4.01% and ending at 3.92%.

As of October 31, a total of \$261.8 million was invested in the Treasury Fund. Of this amount, \$57.5 million was General Obligation Bond Funds, \$4.9 million was Municipal Drainage Revenue Bond Funds, and \$199.4 million was in the remaining funds.

<i>Metrics</i>	<i>Current Month Actual</i>	<i>Fiscal YTD</i>	<i>Prior Fiscal YTD</i>	<i>Prior Fiscal Year Total</i>
Funds Invested ¹	\$ 28,250,000.00	\$ 28,250,000.00	\$ 28,560,000.00	\$ 219,706,000.00
Interest Received ²	\$ 1,465,568	\$ 1,465,568	\$ 944,311.00	\$ 12,660,107.00
Weighted Average Maturity (in days) ³	372	372	432	417
Modified Duration ⁴	0.9300		1.0232	
Average 2-Year T-Note Yield ⁵	3.72%		4.55%	

* 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) The length of time (expressed in days) until the average investment in the portfolio will mature.
- (4) Expresses the measurable change in the value of the portfolio in response to a 100-basis-point change in interest rates. The modified duration number in the Prior fiscal YTD column represents current month, prior year.
- (5) Compares 2007 to 2006.

Month-to-Month Comparison

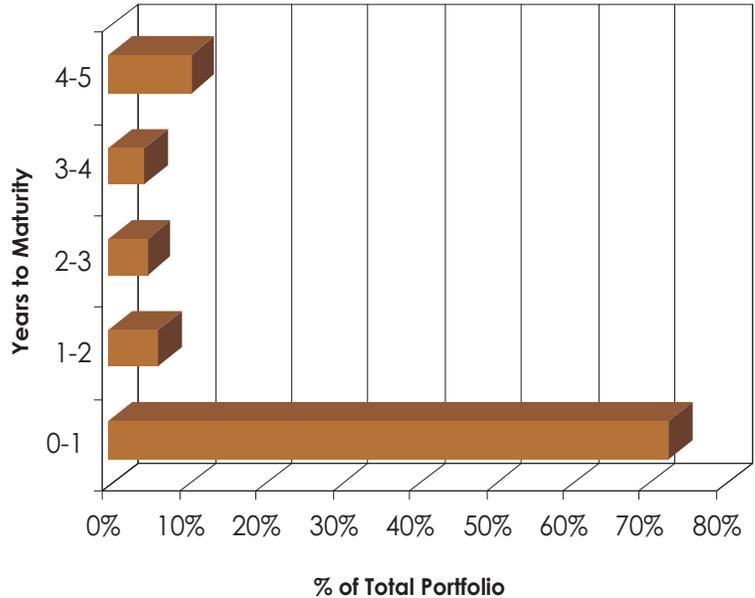
<i>Metrics</i>	<i>Sep-07</i>	<i>Oct-07</i>	<i>Difference</i>
Portfolio Holding Period Yield	4.69%	4.65%	-0.04 (-4 Basis Points)
Average 2-Year T-Note Yield	4.00%	3.72%	-0.28 (-28 Basis Points)

INVESTMENT REPORT

Portfolio Maturity Schedule

Figure I

Years to Maturity*	Face Value	% Total
0-1	\$ 198,849,396	73.14%
1-2	17,710,000	6.51%
2-3	13,585,000	5.00%
3-4	12,495,000	4.60%
4-5	29,220,000	10.75%
Total	<u>\$ 271,859,396</u>	100.00%

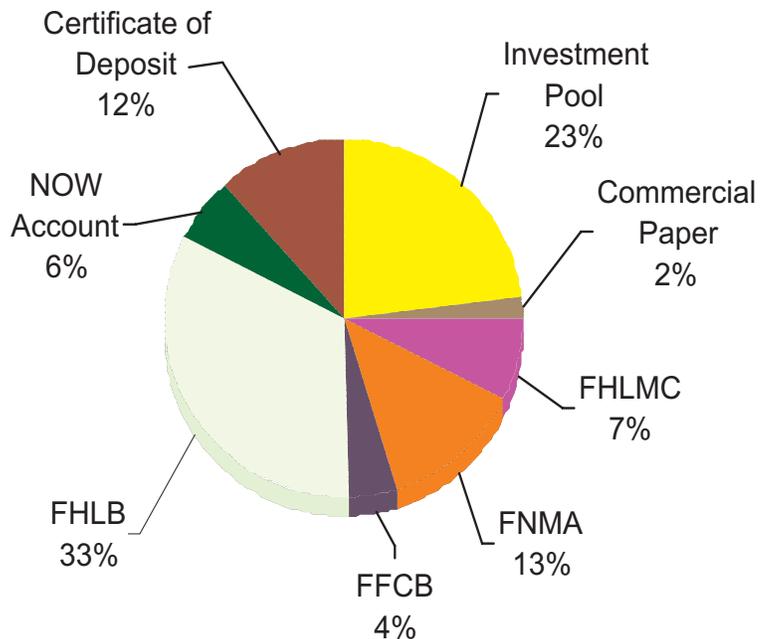


*Does not take into consideration callable issues that can, if called, significantly shorten the Weighted Average Maturity.

Portfolio Diversification

Figure II

Type	Face Value	% Total
Investment Pool	\$ 62,503,955	22.99%
Commercial Paper	5,500,000	2.02%
FHLMC	20,340,000	7.48%
FNMA	34,740,000	12.78%
FFCB	11,060,000	4.07%
FHLB	89,765,000	33.02%
NOW Account	15,950,442	5.87%
Certificate of Deposit	32,000,000	11.77%
Total	<u>\$ 271,859,396</u>	100.00%



INVESTMENT REPORT

Allocated Interest/Fund Balances October 2007

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	202,590.00	202,590.00	\$ 32,404,365.53	12.38%
G.O. Debt Service	27,387.35	27,387.35	5,025,071.73	1.92%
Street & Drainage Improvements	14,162.41	14,162.41	2,562,305.46	0.98%
Sewer CIP	50,880.92	50,880.92	8,802,621.44	3.36%
Capital Reserve	209,157.28	209,157.28	37,084,813.62	14.17%
Water & Sewer Operating	(34,248.85)	(34,248.85)	(4,515,605.98)	-1.72%
Water & Sewer Debt Service	4,114.46	4,114.46	816,577.52	0.31%
W & S Impact Fees Clearing	15,335.90	15,335.90	2,700,655.28	1.03%
Park Service Area Fees	31,727.32	31,727.32	5,664,030.76	2.16%
Property / Liability Loss	41,045.92	41,045.92	7,381,082.52	2.82%
Information Services	66,235.50	66,235.50	11,841,754.45	4.52%
Equipment Replacement	64,731.14	64,731.14	11,554,976.49	4.41%
Developers' Escrow	23,081.69	23,081.69	4,063,273.06	1.55%
G.O. Bond Funds	332,637.18	332,637.18	57,486,043.64	21.96%
Municipal Drainage Bond Clearing	28,313.11	28,313.11	4,866,072.03	1.86%
Other	419,228.49	419,228.49	73,943,719.32	28.25%
Total	\$ 1,493,939.90	\$ 1,493,939.90	\$ 261,778,900.97	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of October 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		Weighted Avg Maturity (Days)	# Securities
			Purchased*	Maturities/ Sold/Called		
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
Sep-07	280,880,178	4.69%	4	13	352	98
Oct-07	271,859,396	4.65%	9	9	372	98

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

INVESTMENT REPORT

**Equity in Treasure Pool
By Major Category
Figure IV**

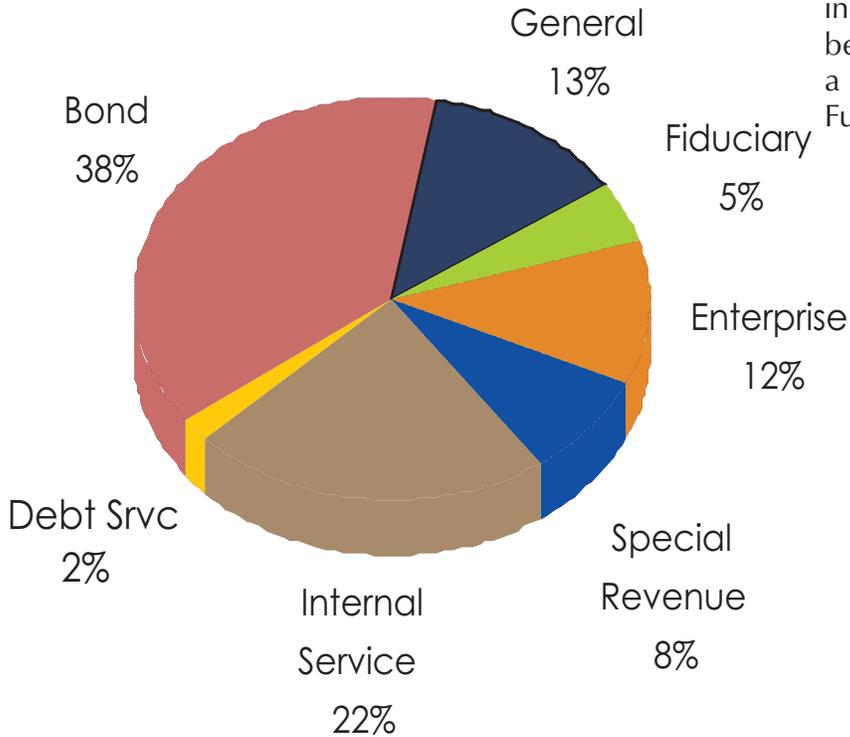
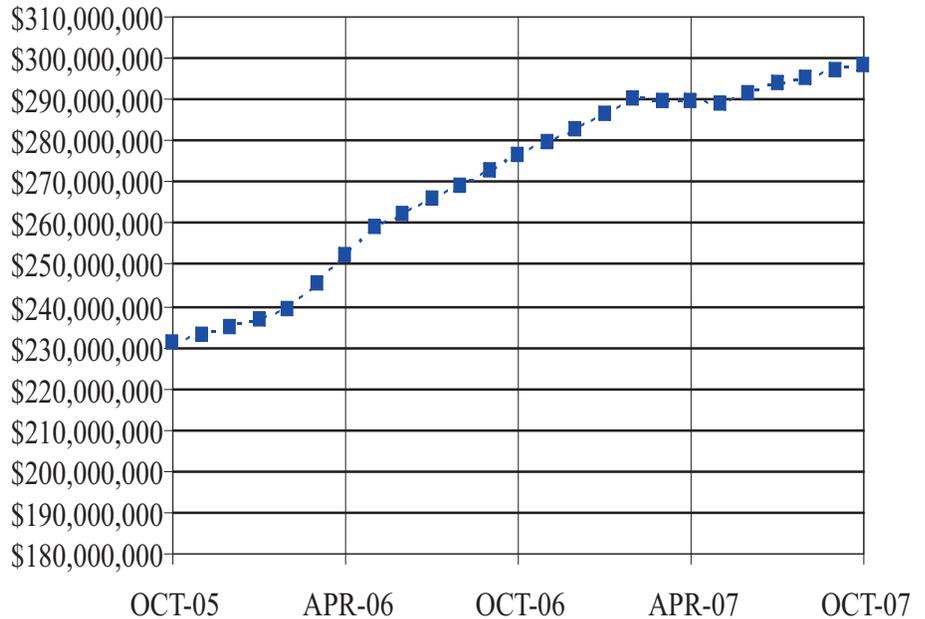


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of October 31, 2007. The largest category are the Bond Funds in the amount of \$104.0 million. Closest behind are the Internal Service Funds with a total of \$61.3 million, and the General Fund with \$34.7 million.

**Annualized Average Portfolio
Figure V**

The annualized average portfolio for October 31, 2007 was \$298,039,526. This is an increase of \$21,777,611 when compared to the October 2006 average of \$276,261,915.

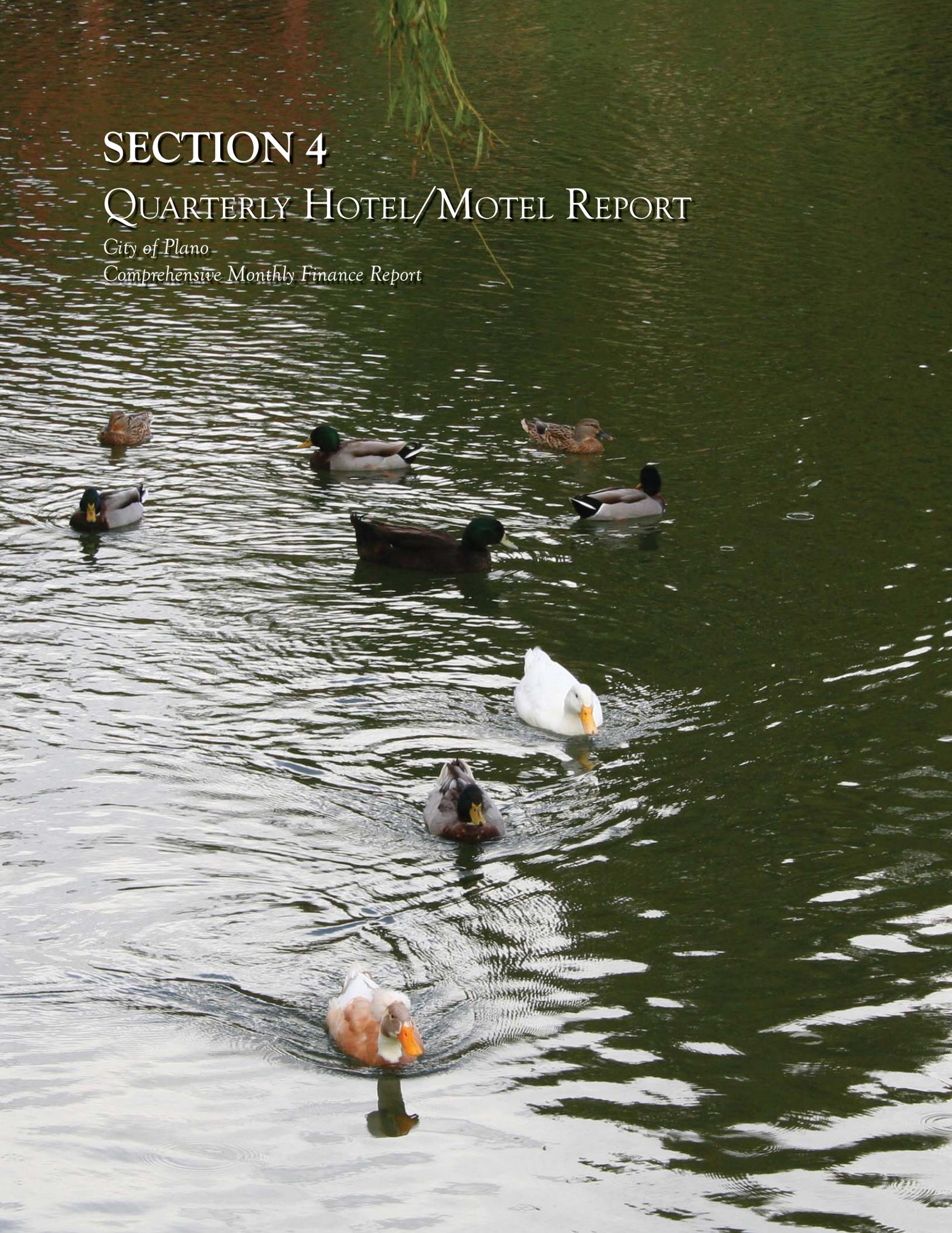


SECTION 4

QUARTERLY HOTEL/MOTEL REPORT

City of Plano

Comprehensive Monthly Finance Report



HOTEL/MOTEL OCCUPANCY TAX REVENUE REPORT

Comparative Quarterly Statistics Quarter Ending 9/30/07 Table I

	2005-06	2005-06	2005-06	2005-06	2006-07	2006-07	2006-07	2006-07
	First	Second	Third	Fourth	First	Second	Third	Fourth
Quarterly Total (Actual)*	\$998,924	\$987,838	\$1,050,774	\$1,059,239	\$1,103,628	\$1,097,477	\$1,195,661	\$1,240,115
Number of Rooms	3,705	3,705	3,705	3,705	3,696	3,687	3,798	3,798
Average Daily Occupancy	2,662	2,555	2,687	2,597	2,542	2,427	2,656	2,569
Actual Revenue per Room	\$270	\$267	\$284	\$286	\$299	\$298	\$315	\$327
Annualized Revenue	\$3,662,312	\$3,835,510	\$3,993,779	\$4,096,776	\$4,201,479	\$4,311,118	\$4,456,005	\$4,636,881
Average Room Rate	\$79	\$78	\$78	\$82	\$87	\$89	\$87	\$92
Average Occupancy Rate	63.25%	62.05%	64.55%	61.81%	60.55%	59.24%	63.09%	60.92%

QUARTERLY HOTEL/MOTEL TAX REVENUE

Total tax receipts of \$1,240,115 were received in the quarter ending September 30, 2007. The number of rooms available in Plano remained static in the fourth quarter of fiscal year 2006-07. Occupancy tax revenues increased by 17.08% when compared to the fourth quarter of fiscal year 2005-2006.

Table I contains the actual quarterly hotel occupancy revenue and data for the first quarter of fiscal year 2005-06 through the fourth quarter of fiscal year 2006-07.

* Quarterly totals may be adjusted at a later date for exemption audit payments.

Comparative Quarterly Statistics

Quarter Ending 6/30/07

Table II

First Quarter

	2004-05	Percent Change	2005-06	Percent Change	2006-07	Percent Change
Ramada	\$ 5,552	-13.12%	\$ 8,519	53.45%	\$ 5,782	-32.13%
Harvey House	\$ 31,387	56.68%	\$ 42,482	35.35%	\$ 39,730	-6.48%
H. I. Express Central	\$ 21,627	-9.62%	\$ 39,965	84.79%	\$ 41,893	4.82%
La Quinta Central	\$ 15,804	-5.50%	\$ 22,623	43.15%	\$ 21,351	-5.63%
Marriott	\$ 116,556	-1.75%	\$ 148,455	27.37%	\$ 182,845	23.16%
Motel 6	\$ 16,759	5.38%	\$ 17,224	2.77%	\$ 17,342	0.69%
Motel 6 - Plano Pkwy	\$ 7,371	10.95%	\$ 10,671	44.76%	\$ 12,381	16.03%
H.I Express	\$ 9,346	20.53%	\$ 12,328	31.91%	\$ 13,331	8.13%
Best Western	\$ 18,578	13.20%	\$ 21,046	13.29%	\$ 19,901	-5.44%
Super 8	\$ 7,362	14.56%	\$ 10,596	43.93%	\$ 11,726	10.67%
Hampton Inn	\$ 29,652	8.90%	\$ 41,095	38.59%	\$ 45,564	10.88%
Mainstay Suites	\$ 11,393	64.15%	\$ 13,468	18.22%	\$ 11,054	-17.93%
Red Roof Inn	\$ 12,602	-2.63%	\$ 14,323	13.66%	\$ 13,514	-5.65%
Days Inn	\$ 8,257	0.32%	\$ 9,744	18.02%	\$ 9,282	-4.75%
Fairfield Inn	\$ 24,529	32.02%	\$ 26,832	9.39%	\$ 35,550	32.49%
Baymont Inn & Suites	\$ 3,090	-56.11%	\$ 4,416	42.89%	\$ 5,075	14.93%
Homewood	\$ 30,469	-2.00%	\$ 34,448	13.06%	\$ 41,658	20.93%
La Quinta	\$ 30,766	15.97%	\$ 39,131	27.19%	\$ 41,235	5.38%
ESA - Plano Pkwy	\$ 7,779	41.04%	\$ 6,929	-10.93%	\$ 7,832	13.04%
Hyatt Place	\$ 36,515	9.64%	\$ 39,833	9.09%	\$ 38,780	-2.64%
Candlewood	\$ 22,462	29.00%	\$ 25,597	13.96%	\$ 24,799	-3.12%
Sun Suites	\$ 9,246	22.67%	\$ 11,382	23.10%	\$ 13,333	17.14%
ESA - Tollway	\$ 18,154	0.25%	\$ 13,211	-27.23%	\$ 17,755	34.39%
Town Place Suites	\$ 20,475	64.97%	\$ 27,925	36.39%	\$ 36,493	30.68%
H.I Express Tollway	\$ 24,257	5.36%	\$ 28,871	19.02%	\$ 33,048	14.47%
Marriott at Legacy	\$ 180,538	25.99%	\$ 280,708	55.48%	\$ 314,789	12.14%
Homewood - E. 190	\$ 26,176	22.51%	\$ 47,099	79.93%	\$ 47,584	1.03%
Staybridge Suites						
Quarter Total	\$ 746,703	13.45%	\$ 998,924	33.78%	\$ 1,103,628	10.48%
Y-T-D Revenues	\$ 746,703	13.45%	\$ 998,924	33.78%	\$ 1,103,628	10.48%

Second Quarter*

	2004-05	Percent Change	2005-06	Percent Change	2006-07	Percent Change
Ramada	\$ 5,243	-27.94%	\$ 7,088	35.19%	\$ 6,025	-15.00%
Harvey House	\$ 27,880	0.02%	\$ 37,354	33.98%	\$ 43,503	16.46%
H. I. Express Central	\$ 27,884	1812.34%	\$ 38,547	38.24%	\$ 46,368	20.29%
La Quinta Central	\$ 15,087	-7.91%	\$ 22,604	49.82%	\$ 19,825	-12.29%
Marriott	\$ 126,933	10.33%	\$ 154,062	21.37%	\$ 178,969	16.17%
Motel 6	\$ 15,608	0.46%	\$ 16,059	2.89%	\$ 14,753	-8.13%
Motel 6 - Plano Pkwy	\$ 6,383	-15.04%	\$ 8,499	33.16%	\$ 11,642	36.98%
H.I Express	\$ 11,167	40.21%	\$ 13,179	18.02%	\$ 11,554	-12.33%
Best Western	\$ 16,149	-16.87%	\$ 20,018	23.96%	\$ 22,719	13.50%
Super 8	\$ 8,286	46.57%	\$ 11,002	32.77%	\$ 10,787	-1.95%
Hampton Inn	\$ 35,917	27.45%	\$ 44,725	24.52%	\$ 52,106	16.50%
Mainstay Suites	\$ 11,291	54.52%	\$ 15,413	36.51%	\$ 11,216	-27.23%
Red Roof Inn	\$ 11,162	-4.80%	\$ 9,923	-11.10%	\$ 14,463	45.74%
Days Inn	\$ 7,271	5.83%	\$ 8,985	23.58%	\$ 9,830	9.40%
Fairfield Inn	\$ 25,502	32.94%	\$ 31,762	24.55%	\$ 38,770	22.06%
Baymont Inn & Suites	\$ 3,382	-29.49%	\$ 4,368	29.17%	\$ 13,307	204.62%
Homewood	\$ 35,186	1.67%	\$ 41,953	19.23%	\$ 45,285	7.94%
La Quinta	\$ 33,459	21.54%	\$ 41,272	23.35%	\$ 42,939	4.04%
ESA - Plano Pkwy	\$ 9,147	33.12%	\$ 7,812	-14.59%	\$ 10,519	34.66%
Hyatt Place	\$ 38,291	11.93%	\$ 42,295	10.46%	\$ 47,204	11.61%
Candlewood	\$ 25,213	26.14%	\$ 30,094	19.36%	\$ 34,652	15.15%
Sun Suites	\$ 8,805	27.71%	\$ 12,562	42.66%	\$ 12,583	0.16%
ESA - Tollway	\$ 14,125	-21.13%	\$ 13,615	-3.61%	\$ 22,500	65.26%
Town Place Suites	\$ 21,328	48.19%	\$ 32,938	54.43%	\$ 39,740	20.65%
H.I Express Tollway	\$ 26,205	7.56%	\$ 32,161	22.73%	\$ 35,861	11.51%
Marriott at Legacy	\$ 203,970	15.97%	\$ 239,670	17.50%	\$ 242,957	1.37%
Homewood - E. 190	\$ 43,765	34.81%	\$ 49,876	13.96%	\$ 57,401	15.09%
Staybridge Suites						
Quarter Total	\$ 814,641	16.83%	\$ 987,838	21.26%	\$ 1,097,477	11.10%
Y-T-D Revenues	\$ 1,561,344	15.19%	\$ 1,986,762	27.25%	\$ 2,201,105	10.79%

Third Quarter*

	2004-05	Percent Change	2005-06	Percent Change	2006-07	Percent Change
Ramada	\$ 7,639	-8.50%	\$ 7,635	-0.06%	\$ 7,806	2.25%
Southfork	\$ 37,470	13.19%	\$ 48,739	30.07%	\$ 50,076	2.74%
H. I. Express Central	\$ 33,456	n/a	\$ 45,456	n/a	\$ 45,807	0.77%
La Quinta Central	\$ 20,720	3.67%	\$ 25,426	22.72%	\$ 20,132	-20.82%
Marriott	\$ 123,874	-4.76%	\$ 140,463	13.39%	\$ 157,594	12.20%
Motel 6	\$ 17,867	1.35%	\$ 21,278	19.09%	\$ 19,623	-7.78%
Motel 6 - Plano Pkwy	\$ 8,344	11.42%	\$ 11,508	37.91%	\$ 12,811	11.32%
Comfort Inn	\$ 14,120	42.88%	\$ 14,840	5.10%	\$ 15,905	7.18%
Best Western	\$ 18,993	-13.21%	\$ 25,376	33.61%	\$ 28,295	11.50%
Super 8	\$ 10,723	74.95%	\$ 11,124	3.74%	\$ 12,831	15.35%
Hampton Inn	\$ 39,348	27.89%	\$ 50,974	29.55%	\$ 57,374	12.56%
Homestead Suites	\$ 14,370	40.53%	\$ 15,721	9.40%	\$ 12,693	-19.26%
Red Roof Inn	\$ 13,642	-5.50%	\$ 13,813	1.26%	\$ 16,016	15.94%
Days Inn	\$ 8,525	-8.93%	\$ 11,835	38.82%	\$ 11,644	-1.61%
Fairfield Inn	\$ 28,685	28.90%	\$ 35,679	24.38%	\$ 40,126	12.46%
Baymont Inn & Suites	\$ 4,992	1.30%	\$ 4,791	-4.03%	\$ 22,375	367.06%
Homewood Suites	\$ 38,965	10.34%	\$ 44,144	13.29%	\$ 50,048	13.37%
La Quinta	\$ 42,082	24.69%	\$ 46,458	10.40%	\$ 36,407	-21.63%
ESA - Plano Pkwy	\$ 8,704	2.20%	\$ 4,049	-53.48%	\$ 10,421	157.34%
Hyatt Place	\$ 40,307	3.82%	\$ 32,760	-18.72%	\$ 58,353	78.12%
Candlewood	\$ 22,611	-18.60%	\$ 29,925	32.35%	\$ 34,106	13.97%
Sun Suites	\$ 11,445	23.34%	\$ 14,012	22.43%	\$ 12,376	-11.68%
ESA - Tollway	\$ 20,304	-2.43%	\$ 23,800	17.22%	\$ 26,921	13.11%
Town Place Suites	\$ 25,864	34.31%	\$ 35,197	36.08%	\$ 41,117	16.82%
H.I Express Tollway	\$ 28,772	6.24%	\$ 36,372	26.41%	\$ 41,907	15.22%
Marriott at Legacy	\$ 202,050	11.11%	\$ 243,679	20.60%	\$ 270,467	10.99%
Homewood - E. 190	\$ 48,634	19.27%	\$ 55,721	14.57%	\$ 62,683	12.49%
Staybridge Suites					\$ 19,749	n/a
Quarter Total	\$ 892,505	13.02%	\$ 1,050,774	17.73%	\$ 1,195,661	13.79%
Y-T-D Revenues	\$ 2,453,849	14.39%	\$ 3,037,536	23.79%	\$ 3,396,766	11.83%

Fourth Quarter*

	2004-05	Percent Change	2005-06	Percent Change	2006-07	Percent Change
Ramada	\$ 9,911	16.88%	\$ 8,310	-16.15%	\$ 7,344	-11.62%
Southfork	\$ 45,000	42.32%	\$ 43,932	-2.37%	\$ 41,720	-5.03%
H. I. Express Central	\$ 35,887	256.85%	\$ 42,178	17.53%	\$ 36,698	-12.99%
La Quinta Central	\$ 22,654	15.81%	\$ 25,077	10.69%	\$ 23,195	-7.50%
Marriott	\$ 153,814	13.02%	\$ 183,932	19.58%	\$ 181,147	-1.51%
Motel 6	\$ 19,606	8.04%	\$ 20,208	3.07%	\$ 18,907	-6.44%
Motel 6 - Plano Pkwy	\$ 10,194	26.64%	\$ 12,664	24.22%	\$ 13,784	8.84%
Comfort Inn	\$ 11,804	16.40%	\$ 14,419	22.15%	\$ 15,534	7.73%
Best Western	\$ 22,676	8.68%	\$ 23,866	5.24%	\$ 26,565	11.31%
Super 8	\$ 12,458	79.79%	\$ 13,725	10.17%	\$ 13,493	-1.69%
Hampton Inn	\$ 41,541	24.01%	\$ 47,645	14.69%	\$ 49,227	3.32%
Homestead Suites	\$ 13,262	26.50%	\$ 15,397	16.10%	\$ 13,872	-9.91%
Red Roof Inn	\$ 14,634	3.80%	\$ 12,293	-15.99%	\$ 10,801	-12.14%
Days Inn	\$ 9,119	-3.30%	\$ 12,260	34.44%	\$ 10,607	-13.48%
Fairfield Inn	\$ 27,852	21.50%	\$ 33,890	21.68%	\$ 36,869	8.79%
Baymont Inn & Suites	\$ 4,649	0.99%	\$ 3,201	-31.14%	\$ 16,411	412.67%
Homewood Suites	\$ 41,407	10.47%	\$ 43,522	5.11%	\$ 45,006	3.41%
La Quinta	\$ 40,027	27.96%	\$ 45,567	13.84%	\$ 37,914	-16.79%
ESA - Plano Pkwy	\$ 8,624	0.96%	\$ 8,076	-6.36%	\$ 8,905	10.27%
Hyatt Place	\$ 41,876	16.75%	\$ 26,047	-37.80%	\$ 59,934	130.10%
Candlewood	\$ 26,348	28.63%	\$ 27,934	6.02%	\$ 34,792	24.55%
Sun Suites	\$ 12,893	20.27%	\$ 14,536	12.74%	\$ 11,807	-18.77%
ESA - Tollway	\$ 19,654	-4.43%	\$ 23,410	19.11%	\$ 24,943	6.55%
Town Place Suites	\$ 34,688	34.64%	\$ 43,803	26.28%	\$ 36,017	-17.78%
H.I Express Tollway	\$ 29,374	15.99%	\$ 35,548	21.02%	\$ 36,950	3.94%
Marriott at Legacy	\$ 200,902	-12.33%	\$ 231,066	15.01%	\$ 333,259	44.23%
Homewood - E. 190	\$ 45,389	2.65%	\$ 46,736	2.97%	\$ 61,377	31.33%
Staybridge Suites					\$ 33,039	n/a
Quarter Total	\$ 956,242	11.92%	\$ 1,059,239	10.77%	\$ 1,240,115	17.08%
Y-T-D Revenues	\$ 3,410,091	13.68%	\$ 4,096,776	20.14%	\$ 4,636,881	13.18%

* Extended Stay - Plano Parkway and Amerisuites closed approximately half it's available rooms for remodeling in the third quarter of fiscal year 2005-06, resulting in substantial percentage decreases in occupancy tax remitted when compared to the same period in the prior fiscal year. Amerisuites rebranded as Hyatt Place in May 2007. Staybridge Suites opened March 19, 2007.

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
November 12, 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 5:07 p.m., Monday, November 12, 2007, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Deputy Mayor Pro Tem Callison arrived at 5:17 p.m. and Council Member Johnson arrived at 5:20 p.m. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 and to discuss Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:28 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.

Personnel Appointments

Civil Service Commission

City Manager Muehlenbeck spoke to a recommendation of Patrick Gallagher and upon a motion made by Council Member Dunlap and seconded by Council Member Johnson, the Council voted 8-0 to appoint Mr. Gallagher as an interim member with a term expiring 2010.

Cultural Affairs Commission

The Council deferred appointment.

Library Advisory Board

Upon a motion made by Council Member Johnson and seconded by Council Member LaRosiliere, the Council voted 8-0 to appoint Gilbert Saulter as an interim member with a term expiring October 2009.

Retirement Security Plan Committee

City Manager Muehlenbeck spoke to a recommendation of Stephen Doud as Chair and upon a motion made by Council Member Dunlap and seconded by Council Member Stahel, the Council voted 8-0 to appoint Mr. Doud as Chair.

Plano Chamber of Commerce Presentation

Brad Shanklin, President and CEO of the Plano Chamber of Commerce spoke to the process of strategic planning and “*Good to Great*” representing the direction of the Chamber. He spoke regarding open discussion of all programs and the four building blocks going forward: having the right people in the right place, prestigious and unique programs, facilitating the success of members and strong community relationships.

Mr. Shanklin reviewed the new board and staff structure reorganized around the components of advocacy, education and networking. He spoke to the reduction in the executive committee, new vice-president of communications and an audit committee in place to ensure adherence to acceptable accounting practices. Mr. Shanklin spoke to retooling events and programs and to addressing facilitation of the success of members in 2008 when a new board is in position. He spoke to building on the relationships with entities in the community, possibly identifying projects to work on with the Council and providing orientation for future elected officials. Mr. Shanklin spoke to the Chamber’s commitment to helping member businesses and working together for success in Plano. He responded to the Council that the next meeting will be held on November 14, 2007.

Discussion and Direction Regarding Workforce Housing Study

Long Range Planning Manager Zimmerman spoke to the adoption of a Workforce Housing Study in December 2006 and to reporting this evening on the implementation status and two conceptual proposals. He spoke to the importance of existing housing stock in meeting the needs of Plano and progress made toward increasing public awareness. Mr. Zimmerman spoke to the study’s recommendation to begin Employer Assisted Housing for City employees, providing the opportunity to receive a one-time grant for closing costs and initial improvements which will require a minimum continued employment and residency in the home.

Mr. Zimmerman further spoke to the objectives of a housing reinvestment incentive program to maintain housing stock affordable to the workforce category, encourage reinvestment and reinforce other efforts to stabilize neighborhoods. He spoke to guidelines including minimum and maximum costs, age of homes, possible reinvestment refund of 10% of the total improvement and the option to implement the program Citywide or targeted geographically. He spoke to programs in other cities and regarding improvements that do not increase the taxable value of the property. Mr. Zimmerman requested direction on the following: whether the two programs serve a valid public purpose, if the basic parameters for the proposed programs are appropriate for the development of more details and whether there a preference for targeting the housing reinvestment program.

The Council stated a concurrence that the programs serve a valid public purpose and that the basic parameters are appropriate for development of details. Mr. Zimmerman stated that a geographically targeted program would offer a concentration of efforts and involvement by the neighborhood. He spoke to a range of 1,000-2,000 homes in an area and Mayor Evans spoke to the benefits in utilizing a targeted area.

City Attorney Wetherbee responded to the Council regarding employer assisted housing and the deference given the Council in determining a public purpose and to ensuring that the reasons are credible and reasonable. She spoke to issues of retention and recruitment as well as commuting concerns and advised that if reasons for adoption are attached, that they should be acceptable to reasonable individuals. Mr. Zimmerman responded to Council Member Dunlap regarding discussions held at the Employee Advisory Committee regarding the issue of Employer Assisted Housing. Mr. Dunlap spoke to community development benefits and assessing the overall benefits when the program is related to granting one employee funding for a down payment. Ms. Wetherbee spoke to the general acceptance and support of low to moderate income programs and the Council expressed concurrence with a targeted approach for the reinvestment program.

Council Items for Discussion/Action on Future Agendas

No further items were discussed.

Consent and Regular Agendas

Council Member Stahel advised that he would be stepping down on Consent Agenda Items "E," to authorize the renewal of the Maintenance Agreement for CommVault Backup Software, in the amount of \$61,096 from Dell; "F," to approve the purchase of servers for the Event Log Management Implementation and blade enclosure, in the amount of \$65,565 from Hewlett Packard Company; "G," to approve of a contract/agreement to obtain Security Consulting Services from Internetwork Experts (INX), in the amount of \$64,299; and "H," to approve purchase from an existing contract/agreement to authorize the purchase of Gartner Membership Seats in the amount of \$51,510 from Gartner.

Council Reports

Council Member Johnson spoke regarding the Arbor Day Celebration at Bob Woodruff Park and the 540 year-old oak tree on the southern portion of the grounds.

Council Member Stahel spoke regarding presentation of a Veteran's Day proclamation at the Senior Center and the number of veterans in attendance and in uniform. He further spoke regarding presentation of a Veteran's Day proclamation at Mathews Elementary School.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting directly into the Regular Session at 7:05 p.m.

Pat Evans, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
November 12, 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
John Gilliam, First Assistant City Attorney
Diane Zucco, City Secretary

Mayor Evans convened the Council directly into the Regular Session from the Preliminary Meeting at 7:05 p.m. on Monday, November 12, 2007, at 7:05 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Dr. Leon Aduddell of First Baptist Church of Plano.

The Pledge of Allegiance was led by the Plano American Legion Honor Guard.

SPECIAL RECONGITIONS AND PROCLAMATIONS

Mayor Evans presented proclamations for Veterans Day and National Adoption Month 2007. Mayor Evans received a \$49,000 grant for the Plano Arts and Cultural Endowment. City Manager Muehlenbeck and City Council recognized Sharon Wright for 20 years of service to the City of Plano.

CERTIFICATES OF APPRECIATION

Mayor Evans presented Certificates of Appreciation to outgoing members of the boards and commissions.

OATHS OF OFFICE

Beth Weingarden and Arnold Picon, P.E. were not present to receive their oaths of office.

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COMMENTS OF PUBLIC INTEREST

Pat Miner, President of the Plano Homeowner's Council (PHC) provided Council with a brief update. He spoke to an increased amount of participation and membership. He stated PHC represents over two-hundred homeowner's associations in Plano and works with state law makers to ensure adequate legislation. He spoke in regards to the organization's bootcamp and positive feedback received. Mr. Miner spoke regarding the monthly meetings that are open to the public and thanked Council and Staff for their support. He invited Council and Staff to the next PHC meeting, December 6, 2007.

Jack Lagos, citizen of the City, spoke to the increase in cost for the Arts of Collin County Center and requested the Arts of Collin County Commission provide a briefing.

CONSENT AGENDA

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

Upon a motion made by Council Member Ellerbe and seconded by Council Member LaRosiliere, 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)]

October 22, 2007
October 29, 2007
November 1, 2007

Approval of Expenditures

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

To reject Bid No. 2007-224-B for Parkwood Boulevard Median Tree Planting and Irrigation and 2004-05 Median Landscaping, Project Nos. 5744 and 5578 to C. Green Scaping, L.P., in the amount of \$269,226. [Consent Agenda Item (B)] (See Exhibit "A")

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

To approve a Engineering Services Agreement contract by and between the City of Plano and Arredondo, Zepeda & Brunz, L.L.C., in the amount of \$128,357, for Engineering Design Services for Plano Parkway, from Midway Road to West City Limits; and authorizing the City Manager to execute all necessary documents. [Consent Agenda Item (C)]

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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 (1) 6-Post Mobile Lifting System (90,000 lb. capacity); (8) Mobile Support Stands (Tall/15,000 lb. capacity); (4) Pairs of Reduction Sleeves (for smaller tire diameter 13" rim); (1) Heavy Duty Air/Hydraulic Transmission Jack; (1) 4-Post Mobile Lifting System (60,000 lb. capacity); (2) 2-Step Air/Hydraulic, 6.7" Head (33,000/66 lb. capacity); (2) 2" Extension for 2-Step; (2) 4" Extension for 2-Step; (2) 14" Extension for 2-Step in the amount of \$101,905 from Automotive Resources, Inc. through an existing contract/agreement with Texas Association of School Board Purchasing Program contract and authorizing the City Manager to execute all necessary documents. (239-05) [Consent Agenda Item (D)]

Approval of Change Order

To Dal-Tech Engineering, Inc., increasing the Professional Services Contract by \$22,700 for the Alma Drive Widening project from Spicewood Drive to Hedgcoxe Road, Contract Modification No. 2. [Consent Agenda Item (I)]

To Ed Bell Construction Company, increasing the contract by \$33,260 for Parker Road – K Avenue to Raton Lane, Change Order No. 1 (Bid No. 2007-109-B). This change order provides for additional driveway, sidewalk, street light, and water line work not set up in the original contract but determined to be a necessary part of the project. [Consent Agenda Item (J)]

Public Improvement Agreement

To approve the terms and conditions of a Public Improvement Agreement by and between the City of Plano, Texas, and Wolverine Equities Company 2000 Highway 190 L.P in the amount of \$100,000 for participation in the Mapleshade Lift Station located south of Mapleshade Lane between Ohio Drive and Coit Road. [Consent Agenda Item (K)]

Adoption of Resolutions

Resolution No. 2007-11-1(R): To approve the terms and conditions of agreements between the City of Plano, Texas, and various Heritage Preservation Organizations which render services that are beneficial to the public and serve a valid public purpose in the total amount of \$677,710; authorizing the City Manager to execute such agreements with these organizations for the provision of support of heritage preservation; and providing an effective date. [Consent Agenda Item (L)]

Resolution No. 2007-11-2(R): To approve the terms and conditions of a cost reimbursement agreement by and between the City of Plano and the Office of the Attorney General of Texas for participation in the Project Safe Neighborhoods Grant; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (M)]

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Resolution No. 2007-11-3(R): To approve the terms and conditions of a First Amendment to Option Contract by and between RH 15th Condos One, LTD. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (N)]

Resolution No. 2007-11-4(R): To find Ron Kress, Michael Nunns, Scott Copeland and Jon Britton are entitled to defense representation pursuant to City Code of Ordinances in connection with the matter of Tray Boswell v. Ron Kress, Michael Nunns, Scott Copeland and Jon Britton; and providing an effective date. [Consent Agenda Item (O)]

Resolution No. 2007-11-5(R): To approve the conveyance of a portion of land by the Arts of Collin County Commission, Inc. to the City of Allen, Collin County, Texas to construct and maintain Exchange Parkway and Ridgeview Drive and related Public Utilities; providing a severability clause; and providing an effective date. [Consent Agenda Item (P)]

Resolution No. 2007-11-6(R): To approve the terms and conditions of a Local Transportation Project Advance Funding Agreement between the State of Texas and the City of Plano for reconstruction of the US 75 and Parker Road interchange; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (Q)]

Resolution No. 2007-11-7(R): To exempt certain municipal-owned vehicles from requirements of Section 721.004 of the Texas Transportation Code; providing a repealer clause and an effective date. [Consent Agenda Item (R)]

Resolution No. 2007-11-8(R): To approve the terms and conditions of an agreement by and between Mid-Continental Restoration Company, Inc. and the City of Plano in the amount of \$65,000 for repairs needed to waterproof the lower floor of the Cox Building in accordance with the plans and specifications as prepared by the City's architects and engineers; approving its execution by the City Manager; and providing an effective date. [Consent Agenda Item (S)]

Adoption of Ordinances

Ordinance No. 2007-11-9: To amend Section II of Ordinance No. 2004-8-11, currently codified as Chapter 6, Article VIII, Plumbing Code, Division 2, Section 6-239, Subsection "Tables 605.4 and 605.5" of the City of Plano Code of Ordinances, by identifying certain materials for "Water-Service-Pipe" and "Water Distribution Pipe" tables in the International Plumbing Code to add, amend and delete the use of certain materials under concrete slabs; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date. [Consent Agenda Item (T)]

Ordinance No. 2007-11-10: To add Section I of Ordinance No. 2004-8-9, currently codified as Chapter 6, Article XX, Residential Code, Division 2, Section 6-710, Subsection "Table P2904.4.1" of the City of Plano Code of Ordinances by identifying certain materials for "Water Service, Supply and Distribution Piping" Section 2904.5.1 of the International Residential Code to add, amend, and delete the use of certain materials under concrete slabs; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, and an effective date. [Consent Agenda Item (U)]

2-4

Ordinance No. 2007-11-11: To repeal Division 3, Sections 12-226, 12-227, 12-228, 12-229, 12-230, 12-231, and 12-232 of Chapter 12, "Motor Vehicles and Traffic," of the City of Plano Code of Ordinances, and replacing with revised and renumbered regulations, which include amended provisions changing the definition of "Junked Vehicle" and "Antique Auto" to conform to State law, allowing a person receiving notice regarding a junked vehicle to request a hearing within 10 days of the date on the notification, and establishing notification procedures for a Public Hearing on towing a Junked Vehicle should the person not respond to the initial notice; and providing a repealer clause, a penalty clause, a severability clause, and an effective date [Consent Agenda Item (V)]

END OF CONSENT

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

To authorize the renewal of the Maintenance Agreement for CommVault Backup Software, in the amount of \$61,096 from Dell, through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-192). [Consent Agenda Item (E)]

To approve the purchase of servers for the Event Log Management Implementation and blade enclosure, in the amount of \$65,565 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 Contract No. DIR-SDD-233). [Consent Agenda Item (F)]

To approve of a contract/agreement to obtain Security Consulting Services from Internetwork Experts (INX), in the amount of \$64,299 through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-239) [Consent Agenda Item (G)]

To approve purchase from an existing contract/agreement to authorize the purchase of Gartner Membership Seats in the amount of \$51,510 from Gartner through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-204) [Consent Agenda Item (H)]

Upon a motion made by Council Member Johnson and seconded by Council Member Ellerbe, the Council voted 7-0 to authorize the renewal of the Maintenance Agreement for CommVault Backup Software, in the amount of \$61,096 from Dell, through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-192); to approve the purchase of servers for the Event Log Management Implementation and blade enclosure, in the amount of \$65,565 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 Contract No. DIR-SDD-233); to approve of a contract/agreement to obtain Security Consulting Services from Internetwork Experts (INX), in the amount of \$64,299 through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-239); and to approve purchase from an existing contract/agreement to authorize the purchase of Gartner Membership Seats in the amount of \$51,510 from Gartner through a Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-204).

Council Member Stahel resumed his place at the bench

A Change Order to Motorola, Inc. through an existing contract/agreement with Houston Galveston Area Council (HGAC), increasing the original contract by \$194,854 for a 300-foot tower with fence to extend the Wireless Mesh Network City Wide Build-Out Phase I. (HGAC Contract No. RA01-06). Change Order No. 1. [Regular Agenda Item (1)]

Director of Technology Services Stephens advised that as part of the design phase of the MotoMesh wireless network, it was determined that the northern portion of Plano lacked an existing facility to provide line-of-sight connectivity to wireless access points to be deployed. He stated that Russell Creek Park was rejected due to state regulations related to the use of park land and the Allen/McKinney water towers were not conducive to the two types of technology which left the Ridgeview Pump Station as the optimal choice. Mr. Stephens reviewed the location and planned construction and spoke to the topography of the land necessitating a higher elevation. He stated that there will be no commercial carrier equipment, but that the tower is designed for City services and is one of the backbone locations.

Mr. Stephens responded to Mayor Evans, stating that the tower will be used for public safety as well as other City services and spoke to the lack of communication north of Legacy Drive. He spoke to the distances between the towers, concerns associated with use of the Allen water tower and addressing current needs for two technologies as well as planning for the future. Mr. Stephens reviewed other current locations for the radio system and advised that the park land would be the last resort if there were no other option available. Radio System Manager Goldsmith provided information on the next generation of two-way radio systems for police and fire department use and the need for a tower in this area of the City. He spoke to the two technologies being addressed; broad band data and the 700/800 two-way radio system.

2-6

Change Order to Motorola (Cont')

City Attorney Wetherbee spoke to the requirements for use of park land including the holding of a Public Hearing and the need for Council to determine that there is no feasible and prudent alternative. City Manager Muehlenbeck spoke to the time-sensitive nature of the request and preparations to move forward. He advised that this request is a supplement with Motorola for a tower that was not included in the contract. Ms. Wetherbee spoke to the item approving funding tied to an existing contract and the location being part of the discussion due to concerns raised in the area. Mr. Muehlenbeck spoke to notices provided to residents in the area.

James Coppinger, citizen of the City, spoke to the strategic plans of the City, to protecting the value of homes and to the American Planning Association's guide to local government's role in tower site selection. He spoke to aesthetics, the planned tower compounding existing challenges, health concerns and the impact on home values. Mr. Coppinger spoke to placing a tower at Custer Road and McDermott Drive with a second tower at Spring Creek Parkway/Legacy Drive and U.S. 75 and to the City doing due diligence in determining alternatives. David Chandler, citizen of the City, spoke to the technical feasibility of utilizing lower towers, the potential that area outside the City will be covered, the small amount of overlap anticipated and better coverage that would be created with two towers. Caroline Chandler, citizen of the City and representing the Ridgeview Ranch Homeowners Association, spoke to the impact on area homes, the devaluation of properties as the pump station has expanded, the possibility of erecting a smaller tower on higher ground, the area covered outside of the City, and two lower towers providing more overlap. She spoke to land available in the Legacy Drive/U.S. 75 area and requested the Council table the item to allow the study of alternatives. John Meade, citizen of the City, spoke to the expansion of the pump station, the effect on property values, and to tabling the item in order to gather more information.

City Manager Muehlenbeck spoke regarding ground storage tanks at the site and the transfer station being in place approximately twenty years. Mr. Coppinger spoke to a second tower in the Legacy Drive/U.S. 75 industrial area and Council Member Ellerbe spoke to homes in that area. Mr. Muehlenbeck spoke to park land in the area which would have restrictions. Mr. Stephens spoke to the need for height to address two-way radio technology, line-of-sight issues and provide connection between towers. He spoke to the MotoMesh utilizing water towers but the radio system having fewer locations and covering more expansive areas. Mr. Stephens reviewed locations and size of towers throughout the City. Mr. Goldsmith spoke to locations of radio towers at Municipal Center, Parkway Services and on west Parker Road. He spoke to the critical need for this tower, antennas directing power where needed, the requirement to be above buildings/obstructions and to the issue being related to line-of-sight.

Executive Director Glasscock spoke to the two systems of voice and data being critical to public safety first responders, replacement of the radio system in 2009-10, a tri-city agreement with Frisco and Allen and to ensuring coverage. He spoke to the City of Frisco withdrawing from the agreement, wireless mesh providing critical elements for the Police and Fire Departments and to the design offering continuous communication and a redundant system. He responded to the Council, stating that Allen will continue in the agreement and that use of the Allen water tower would not work for both systems.

2-7

Change Order to Motorola (Cont')

Council Member LaRosiliere spoke to regarding the need to address public safety issues overriding a personal preference regarding aesthetics.

Upon a motion made by Council Member LaRosiliere and seconded by Mayor Pro Tem Magnuson, the Council voted 8-0 to approve a change order to Motorola, Inc. through an existing contract/agreement with Houston Galveston Area Council (HGAC), increasing the original contract by \$194,854 for a 300-foot tower with fence to extend the Wireless Mesh Network City Wide Build-Out Phase I.

Upon a motion made by Council Member LaRosiliere and seconded by Mayor Pro Tem Magnuson, the Council voted 8-0 to approve a Change Order to Motorola, Inc. through an existing contract/agreement with Houston Galveston Area Council (HGAC), increasing the original contract by \$194,854 for a 300-foot tower with fence to extend the Wireless Mesh Network City Wide Build-Out Phase I. (HGAC Contract No. RA01-06). Change Order No. 1.

A Public Hearing pursuant to House Bill 621, Goods-in-Transit as defined by Texas Tax Code 11.253(a)(2), to take effect on January 1, 2008 which allows the governing body of a taxing unit, after a public hearing, to provide for the continued taxation of such goods-in-transit. [Regular Agenda Item (2)]

Budget Director Rhodes advised the Council that the City currently provides an ad valorem tax exemption to goods that are stored in the City for less than 175 days provided they will eventually be shipped out of state under a process referred to as a Freeport Exemption and removes approximately \$126 million from the City's taxable values or the equivalent of approximately \$600 thousand a year in property tax revenue. She advised that in the 2007 legislative session, House Bill 621 was passed which extends an ad valorem exemption to "goods in transit" that are being shipped to other locations either within or outside the state of Texas and the potential impact to the City of Plano's collection of business personal property tax. She advised that legislation will become effective on January 1, 2008, unless a Public Hearing is called and an ordinance passed to "opt out."

Mayor Evans opened the Public Hearing. No one spoke either for or against the request. The Public Hearing was closed and staff directed to prepare an ordinance.

A Public Hearing by the City Council of the City of Plano, Texas, pursuant to Chapter 26 of the Texas Parks and Wildlife Code pertaining to the use or taking of a portion of a City of Plano park and known as the Preston Meadow park site for a Communications Facilities License Agreement for cellular equipment attached to and at the base of the existing TXU Electric transmission tower. [Regular Agenda Item (3)]

28

Public Hearing pertaining to Preston Meadow park site (Cont')

Director of Customer Utility Services Israelson spoke to the request for a new cellular tower for T-Mobile along the trail system at Preston Meadow Park. He spoke to filling in coverage areas, co-location on the pole and provided information regarding the location and schematic drawings. He advised that the request complies with the Utility Element of the Master Plan and spoke to approval by the Parks and Recreation Planning Board. Mr. Israelson spoke to there being no feasible and prudent alternative to the use of this land, current use as a utility easement and the proposed landscaping barrier. He stated that the project includes all reasonable planning to minimize harm to the land resulting from the use and responded that the height of the tower is 90 feet.

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

Ordinance No. 2007-11-12: To approve a project, requiring the use or taking of a portion of City of Plano public park land, known as the Preston Meadow park site; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date. [Regular Agenda Item (4)]

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, the Council voted 8-0 to approve a project, requiring the use or taking of a portion of City of Plano public park land, known as the Preston Meadow park site; providing for a determination that there is no feasible and prudent alternative to the proposed use or taking of the park land; and that the proposed project includes all reasonable planning to minimize harm to the land and the park and recreation area resulting from the use; and providing an effective date; and further to adopt Ordinance No. 2007-11-12

Resolution No. 2007-11-13(R): To approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and T-Mobile Texas, L.P. by T-Mobile West Corporation, a Delaware corporation, to locate, place, attach, install, and operate, Telecommunications Ground Equipment in certain specific portions of City of Plano public park land, known as the Preston Meadow park site, authorizing its execution by the City Manager; and providing an effective date. [Regular Agenda Item (5)]

Upon a motion made by Council Member Stahel and seconded by Council Member Johnson, the Council voted 8-0 to approve the terms and conditions of a Communications Facilities License Agreement by and between the City of Plano, Texas, and T-Mobile Texas, L.P. by T-Mobile West Corporation, a Delaware corporation, to locate, place, attach, install, and operate, Telecommunications Ground Equipment in certain specific portions of City of Plano public park land, known as the Preston Meadow park site, authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2007-11-13(R).

29

Public Hearing and adoption of Ordinance No. 2007-11-14 as requested in Zoning Case 2007-39 – To repeal in its entirety Ordinance No. 91-4-31; thereby rescinding Specific Use Permit No. 110 for the additional use of Private Club on one lot on 0.1± acre of land, located on the east side of Coit Road, 475± feet north of Park Boulevard in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (6)]

Director of Planning, Phyllis Jarrell stated this zoning request and the following seven pertain to the recession of Private Club Permits that were granted to restaurants for the sale of alcohol. She additionally stated that all of the restaurants have made the transition to Mixed Beverage Permits and no longer need the Specific Use Permit. Ms. Jarrell stated the Planning and Zoning Commission has recommended approval of all of these cases as submitted.

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

Upon a motion made by Council Member LaRosiliere and seconded by Mayor Pro Tem Magnuson, Council voted 7-0 to repeal in its entirety Ordinance No. 91-4-31; thereby rescinding Specific Use Permit No. 110 for the additional use of Private Club on one lot on 0.1± acre of land, located on the east side of Coit Road, 475± feet north of Park Boulevard in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-39; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-14. (Deputy Mayor Pro Tem Callison was away from the bench.)

Public Hearing and adoption of Ordinance No. 2007-11-15 as requested in Zoning Case 2007-40 – To repeal in its entirety Ordinance No. 88-12-23; thereby rescinding Specific Use Permit No. 111 for the additional use of Private Club on one lot on 0.1± acre of land, located on the north side of Plano Parkway, 1,100± feet east of Alma Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (7)]

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

2-10

Ordinance No. 2007-11-15 (Cont')

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Ellerbe, Council voted 8-0 to repeal in its entirety Ordinance No. 88-12-23; thereby rescinding Specific Use Permit No. 111 for the additional use of Private Club on one lot on 0.1± acre of land, located on the north side of Plano Parkway, 1,100± feet east of Alma Drive in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-40; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-15.

Public Hearing and adoption of Ordinance No. 2007-11-16 as requested in Zoning Case 2007-41 – To repeal in its entirety Ordinance No. 86-8-11; thereby rescinding Specific Use Permit No. 115 for the additional use of Private Club on one lot on 0.1± acre of land, located on the north side of Park Boulevard, 755± feet west of Ohio Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (8)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 6)

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

Upon a motion made by Deputy Mayor Pro Tem Callison and seconded by Council Member Ellerbe, Council voted 8-0 to repeal in its entirety Ordinance No. 86-8-11; thereby rescinding Specific Use Permit No. 115 for the additional use of Private Club on one lot on 0.1± acre of land, located on the north side of Park Boulevard, 755± feet west of Ohio Drive in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-41; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-16.

Public Hearing and adoption of Ordinance No. 2007-11-17 as requested in Zoning Case 2007-42 – To further amend Ordinance No. 86-11-32; thereby rescinding Specific Use Permit No. 123 for Private Club but retaining Specific Use Permit No. 126 for Arcade and Specific Use No. 127 for Day Care Center on one lot on 4.2± acres of land, located on the west side of K Avenue, 603± feet north of Park Boulevard in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (9)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 6)

2-11

Ordinance No. 2007-11-17 (Cont')

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

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, Council voted 8-0 to further amend Ordinance No. 86-11-32; thereby rescinding Specific Use Permit No. 123 for Private Club but retaining Specific Use Permit No. 126 for Arcade and Specific Use No. 127 for Day Care Center on one lot on 4.2± acres of land, located on the west side of K Avenue, 603± feet north of Park Boulevard in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-42; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-17.

Public Hearing and adoption of Ordinance No. 2007-11-18 as requested in Zoning Case 2007-43 – To repeal in its entirety Ordinance No. 93-11-22; thereby rescinding Specific Use Permit No. 125 for the additional use of Private Club on one lot on 0.1± acre of land, located on the west side of U.S. Highway 75, 768± feet south of Ruisseau Drive in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (10)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 6)

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

Upon a motion made by Deputy Mayor Pro Tem Callison and seconded by Council Member Johnson, Council voted 8-0 to repeal in its entirety Ordinance No. 93-11-22; thereby rescinding Specific Use Permit No. 125 for the additional use of Private Club on one lot on 0.1± acre of land, located on the west side of U.S. Highway 75, 768± feet south of Ruisseau Drive in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-43; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-43.

2-12

Public Hearing and adoption of Ordinance No. 2007-11-19 as requested in Zoning Case 2007-44 – To repeal in its entirety Ordinance No. 94-8-12; thereby rescinding Specific Use Permit No. 136 for the additional use of Private Club on one lot on 0.1± acre of land, located at the southwest corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (11)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 6)

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

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Johnson, Council voted 8-0 to repeal in its entirety Ordinance No. 94-8-12; thereby rescinding Specific Use Permit No. 136 for the additional use of Private Club on one lot on 0.1± acre of land, located at the southwest corner of Preston Road and Park Boulevard in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-44; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-19.

Public Hearing and adoption of Ordinance No. 2007-11-20 as requested in Zoning Case 2007-45 – To repeal in its entirety Ordinance No. 88-5-29; thereby rescinding Specific Use Permit No. 153 for the additional use of Private Club on one lot on 3.7± acres of land, located on the north side of Plano Parkway, 251± feet east of Preston Road in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (12)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 6)

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

2-13

Ordinance No. 2007-11-20 (Cont')

Upon a motion made by Deputy Mayor Pro Tem Callison and seconded by Mayor Pro Tem Magnuson, Council voted 8-0 to repeal in its entirety Ordinance No. 88-5-29; thereby rescinding Specific Use Permit No. 153 for the additional use of Private Club on one lot on 3.7± acres of land, located on the north side of Plano Parkway, 251± feet east of Preston Road in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-45; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-20.

Public Hearing and adoption of Ordinance No. 2007-11-21 as requested in Zoning Case 2007-46 – To repeal in its entirety Ordinance No. 89-1-15; thereby rescinding Specific Use Permit No. 154 for the additional use of Private Club on one lot on 0.1± acre of land, located on the east side of U.S. Highway 75, 794± feet north of Plano Parkway in the City of Plano, Collin County, Texas, and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano. [Regular Agenda Item (1 3)] (Planning and Zoning Commission recommend approval as submitted and as referenced in Regular Item 6)

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

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Johnson, Council voted 8-0 to repeal in its entirety Ordinance No. 89-1-15; thereby rescinding Specific Use Permit No. 154 for the additional use of Private Club on one lot on 0.1± acre of land, located on the east side of U.S. Highway 75, 794± feet north of Plano Parkway in the City of Plano, Collin County, Texas, as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2007-46; and amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance 2007-11-21.

Resolution No. 2007-11-22(R) of the City Council of the City of Plano, Texas, to cast its ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. [Regular Agenda Item (14)]

City Manager Muehlenbeck spoke to there being 357 votes to cast and earlier direction regarding Roy Wilshire.

2-14

Resolution No. 2007-11-22(R) (Cont')

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, the Council voted 8-0 to cast its ballot for the election of members to the Collin County Central Appraisal District Board of Directors under the provision of the Property Tax Code for Roy Wilshire; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date; and further to adopt Resolution No. 2007-11-22(R)

Resolution No. 2007-11-23(R) of the City Council of the City of Plano, Texas, to cast its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date. [Regular Agenda Item (15)]

City Manager Muehlenbeck spoke the City of Plano having 19 votes to cast.

Upon a motion made by Council Member Stahel and seconded by Mayor Pro Tem Magnuson, the Council voted 8-0 to cast its ballot for the election of members to the Denton Central Appraisal District Board of Directors under the provision of the Property Tax Code for Pearl Ford of the Town of Trophy Club; authorizing the Mayor to execute the ballot for and on behalf of the City of Plano; and providing an effective date; and further to adopt. Resolution No. 2007-11-23(R).

There being no further discussion, Mayor Evans adjourned the meeting at 8:57 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

2-15



**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 type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 11/12/07		Reviewed by Legal <i>MB</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation		Initials	Date
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	11-1-07
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>[Signature]</i>	11/1/07
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 type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER REJECTION OF BID				
CAPTION				
Rejection of Bid for Bid No. 2007-224-B for Parkwood Boulevard Median Tree Planting and Irrigation and 2004-05 Median Landscaping, Project Nos. 5744 and 5578 to C. Green Scaping, L.P., in the amount of \$269,226.00.				
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				
Only one bid was received, from C. Green Scaping, L.P., and it exceeds the project budget of \$225,000. Staff believes that rebidding the project could result in significantly lower bids.				
List of Supporting Documents: Location Map Bid Tabulation		Other Departments, Boards, Commissions or Agencies		

2-16



**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:	11/27/07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	11/13/07	
Dept Signature:	<i>[Signature]</i>	City Manager	11/15/07	
Agenda Coordinator (include phone #):		Irene Pegues (7198)	Project No. 5624	
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. 2007-230-B for Alley Reconstruction Prairie Creek to Jim Bowman Construction, L.P., in the amount of \$321,714.00.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		31,395	418,605	0
Encumbered/Expended Amount		-31,395	-10,625	0
This Item		0	-321,714	0
BALANCE		0	86,266	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of \$321,714, will leave a current year balance of \$86,266 for the Alley Reconstruction – Prairie Creek project:				
STRATEGIC PLAN GOAL: Alley reconstruction relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Staff recommends bid of Jim Bowman Construction, L.P., in the amount of \$321,714.00, be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.				
The second vendor being recommended is Santos Construction, Inc., in the amount of \$327,873.50.				
Engineer's estimate was \$394,000.00.				
The project consists of reconstruction of the alley east of Cloister Way from 15th Street north to Regal Drive and the Knollwood Drive alley from Prairie Creek Drive to the alley "T" by Meadowbrook Drive.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary		N/A		
Location Map				

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CITY OF PLANO
BID TABULATION BID NO. 2007-230-B
ALLEY RECONSTRUCTION – PRAIRIE CREEK –
PROJECT
OCTOBER 18, 2007 @ 3:00 P.M.
BID TABULATION

BIDDER:	TOTAL BID
BOWMAN CONSTRUCTION CO., L.P.	\$ 321,714.00
SANTOS CONSTRUCTION INC.	\$ 327,873.50
ESTRADA CONCRETE CO. LLC.	\$ 338,898.00
TEXAS UNITED EXCAVATORS LLC	\$ 348,148.00
ADVANCED PAVING	\$ 369,994.57

Bid is to be awarded based upon Base Bid.

b-2

b-4



**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: 11/27/07		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration / Michael Rapplear		Initials	Date	
Department Head	Jimmy Foster	Executive Director			
Dept Signature:	<i>J.B. Lee</i>	City Manager	<i>J.M.</i>	<i>11/19/07</i>	
Agenda Coordinator (include phone #): Margie Stephens (X4104)					
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. 2007-156-C Water Line Replacement & Fire Hydrant Rehabilitation to Texas Water Products, Inc. in the amount of \$190,484.19 .

FINANCIAL SUMMARY

<input type="checkbox"/> NOT APPLICABLE	<input type="checkbox"/> OPERATING EXPENSE	<input type="checkbox"/> REVENUE	<input checked="" type="checkbox"/> CIP	
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	12,955	317,045	75,000	405,000
Encumbered/Expended Amount	-12,955	-2,200	0	-15,155
This Item	0	-190,484	0	-190,484
BALANCE	0	124,361	75,000	199,361

FUND(s): WATER CIP

COMMENTS: Funds are included in the 2007-08 Water CIP. This item, in the amount of \$190,484, will leave a current year balance of \$124,361 for the Fire Hydrants, Industrial Water Rehab, and Plano Park #8 projects. STRATEGIC PLAN GOAL: Water line replacement & fire hydrant rehabilitation relate to the City's Goals of Livable and Sustainable Community.

SUMMARY OF ITEM

Staff recommends the bid of Texas Water Products, Inc. in the amount of \$190,484.19 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. This project is for the purchase of materials needed for the replacement and rehabilitation of water lines and fire hydrants at various locations throughout Plano.

This project will involve the addition of fire hydrants where existing spacing is in excess of 500 ft. It will also include the replacement of existing water mains and services to enhance the City's infrastructure. The locations have been determined by the Utility Operations staff who will also perform the work.

The secondary vendor being recommended is Metro Valve and Pipe in the amount of \$202,093.85.

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

CITY OF PLANO

Bid No. 2008-156-C

WATER LINE REPLACEMENT & FIRE HYDRANT REHABILITATION

Bid Recap

Bid opening Date/Time:	Thursday, October 18, 2007 @ 3:00 pm
Number of Vendors Notified:	935
Number of Vendors Viewed:	35

BIDS RECEIVED

Texas Water Products, Inc.
Metro Valve Pipe
Mainline Supply Company
Municipal Water Works Supply, LP
Ferguson Waterworks
Techline, Inc.
HD Supply Waterworks

Matt Burleson
Matt Burleson, Buyer
Purchasing Division

October 19, 2007
Date

SUBMISSION STATEMENT

ALL SUBMISSIONS FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS RECAP SHEET. **HOWEVER, THE LISTING OF A SUBMISSION ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH SUBMISSION OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH SUBMISSION AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF SUBMISSIONS 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 VENDOR UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL SUBMISSIONS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION
CITY OF PLANO TEXAS

c-2

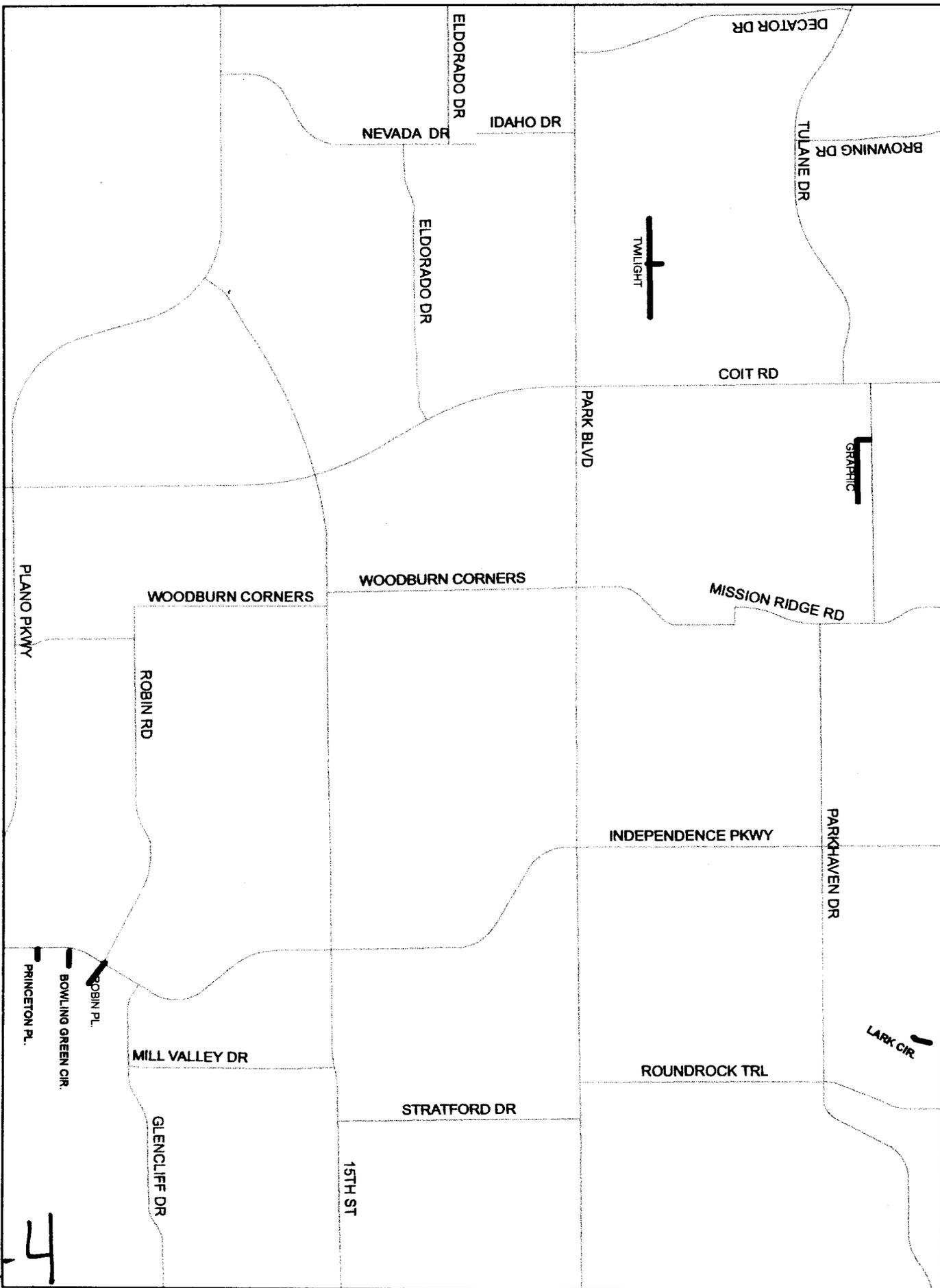
Vendor Totals

Texas Water Products, In.		\$190,484.19 (50/50 items)
Bid Contact	Nicolas Ocura no@texaswaterproducts.com Ph 817-457-9988 Fax 817-654-2007	Address 5825 E. Berry St. Fort Worth, TX 76119
Bid Notes	All PVC Pipe is DR-14 CL200 PVC Pipe, NO C-909 was quoted.	
Agency Notes:	Vendor Notes:	
Metro Valve Pipe		\$202,093.85 (50/50 Items)
Bid Contact	angel m moore mvp2001@prodigy.net Ph 972-620-7741	Address 1641 Keenan Bridge rd Farmers Branch, TX 75234
Agency Notes:	Vendor Notes:	
MAINLINE SUPPLY COMPANY		\$207,462.35 (50/50 Items)
Bid Contact	DONNA D SMITH dsmith@mainlinesupply.net Ph 214-660-3662 Fax 214-660-3626	Address 1519 STEVENS STREET P.O. BOX 181059 DALLAS, TX 75218
Qualifications	HUB	
Agency Notes:	Vendor Notes:	
MUNICIPAL WATER WORKS SUPPLY, LP		\$213,824.80 (50/50 Items)
Bid Contact	Chad Shearer cshearer@waterproductsusa.com Ph 972-636-2600 Fax 972-636-2625	Address 6959 STATE HWY 276 ROYSE CITY, TX 75189
Agency Notes:	Vendor Notes:	
FERGUSON WATERWORKS		\$220,216.74 (50/50 items)
Bid Contact	KENNETH W RUBARTS KENNETH.RUBARTS@FERGUSON.COM Ph 972-880-1153 Fax 972-434-2612	Address 10077 W. UNIVERSITY MCKINNEY, TX 75071
Agency Notes:	Vendor Notes:	
Techline, Inc.		\$222,674.47 (50/50 items)
Bid Contact	Pat M Buckley pbuckley@techline-inc.com Ph 903-482-5321	Address 560 Oil Mill Road P.O. Box 955 Van Alstyne, TX 75495
Agency Notes:	Vendor Notes:	
HD Supply Waterworks		\$224,903.73 (50/50 items)
Bid Contact	Bob G Blackerby bob.blackerby@natlww.com Ph 214-631-9410	Address 4333 Irving Blvd. Dallas, TX 75247
Agency Notes:	Vendor Notes:	

All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

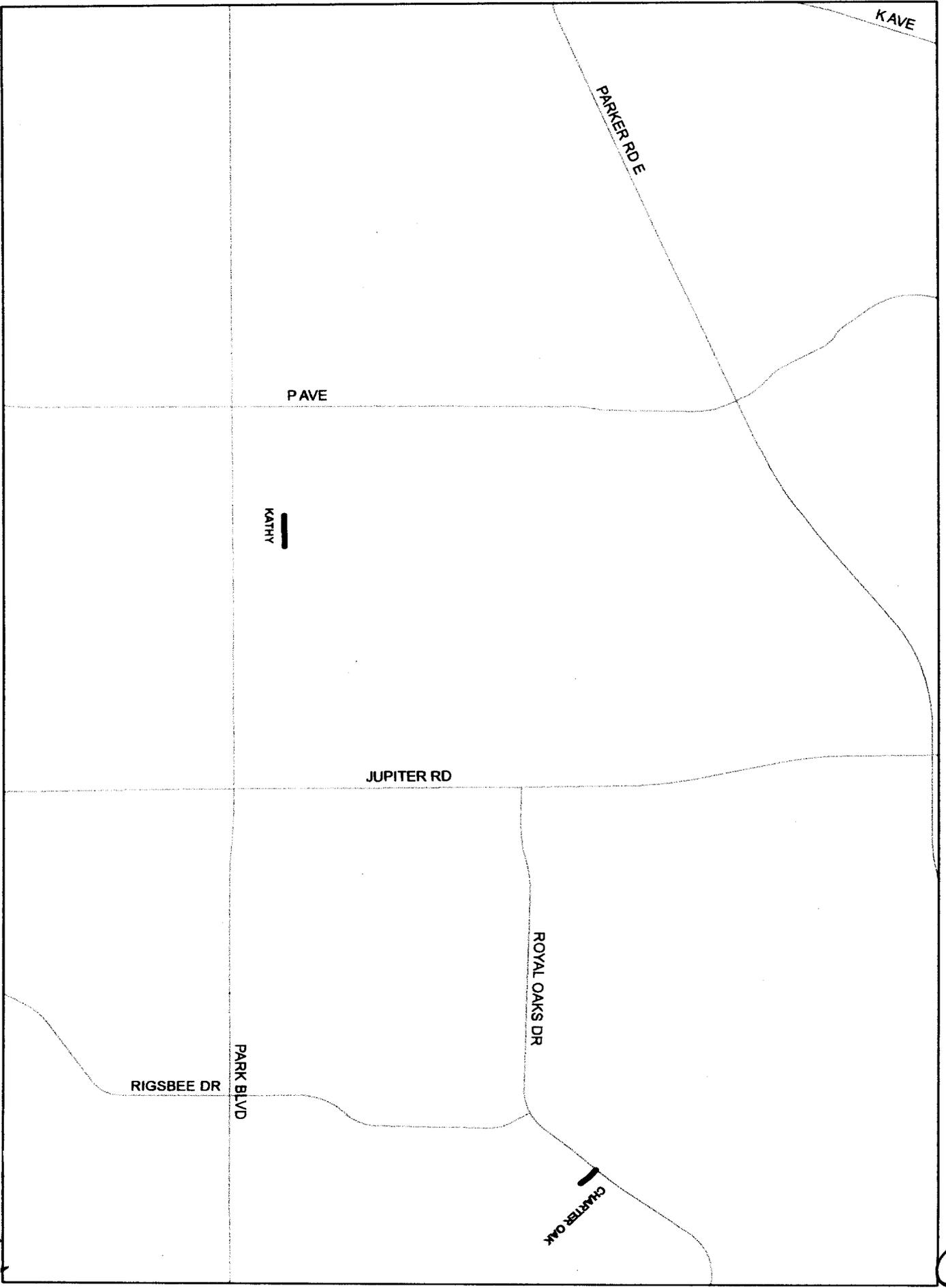
C-3

WATER LINE REPLACEMENT LOCATION MAP 1



WATER LINE REPLACEMENT LOCATION MAP 2

53



K AVE

PARKER R D E

PAVE

KATHY

JUPITER RD

ROYAL OAKS DR

CHARTER OAK

PARK BLVD

RIGSBEE DR



**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: 11/27/07		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	<i>[Signature]</i> 11/14/07	
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 and Conditional Acceptance for Bid No. 2007-229-B for Shady Brook Trail at Spring Creek Parkway to JRJ Paving, LP in the amount of \$421,700.18.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	283,198	4,612,802	0	4,896,000
Encumbered/Expended Amount	-283,198	-216,150	0	-499,348
This Item	0	-421,700	0	-421,700
BALANCE	0	3,974,952	0	3,974,952

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

COMMENTS: Funds are included in the 2007-08 Park Fee & Park Improvement CIP. This item, in the amount of \$421,700, will leave a current year balance of \$3,974,952 for the Trail Connections and Shady Brook Trail Projects.

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

SUMMARY OF ITEM

Staff recommends that the bid received from JRJ Paving, LP in the amount of \$421,700.18 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The bid is below the consultant's estimate of \$450,000 and the project budget of \$450,000. The base bid is for construction of a concrete recreational trail, grading, drainage improvements, sodding, seeding, and erosion control on Shady Brook Trail. This project will complete the trail from Midway Road to the western boundary of the City. JRJ Paving, LP has successfully completed several park facility projects for the City.

In the event the low bidder cannot execute contract documents, staff recommends that the project be re-bid.

Funding is available from the 2007-08 Community Investment Program and the Park Fee Program.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

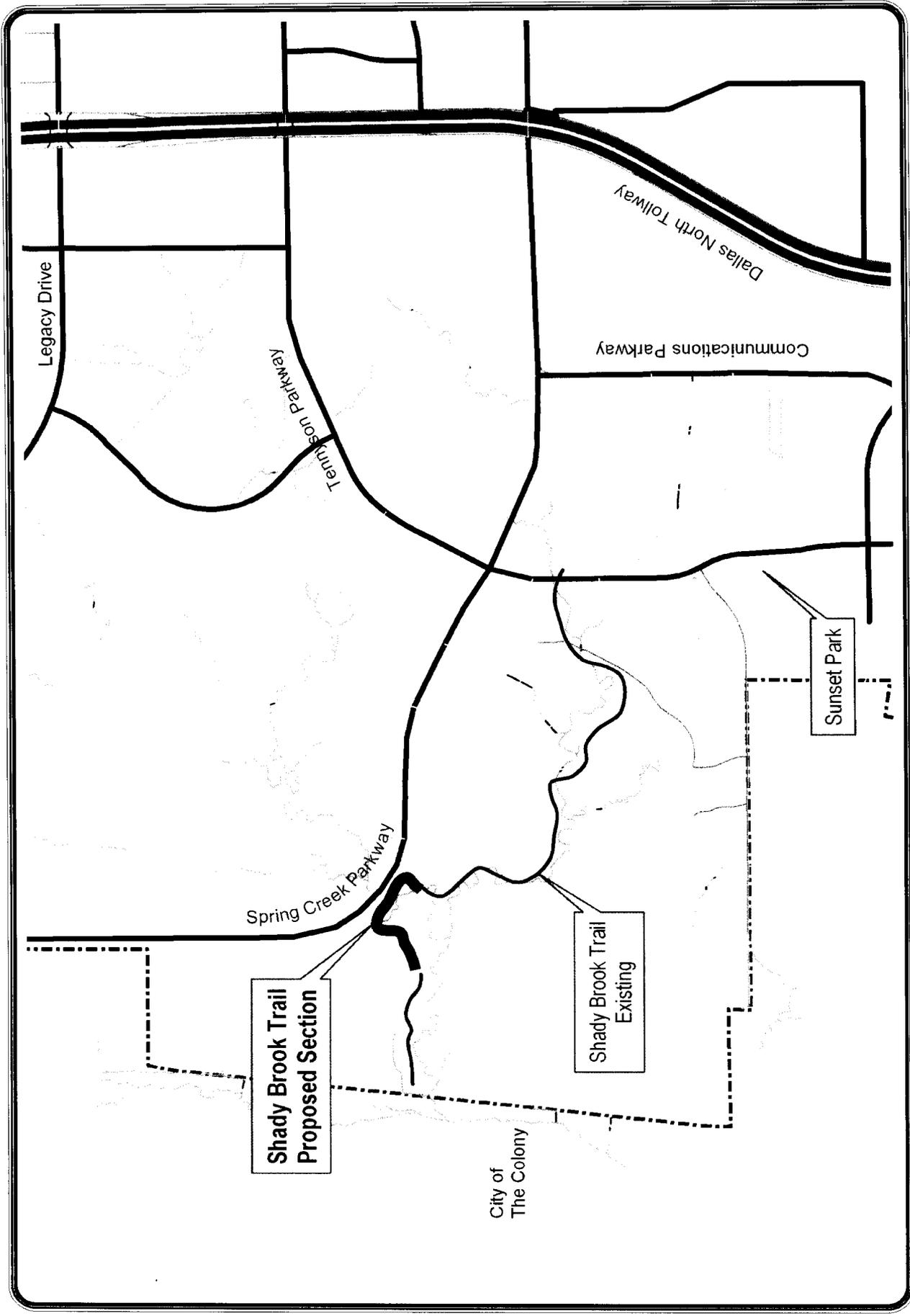
List of Supporting Documents: Location Map Bid Tabulation	Other Departments, Boards, Commissions or Agencies

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Shady Brook Trail @ Spring Creek Parkway

d-3





BID TABULATION

BID NO.: 2007-229-B

SHADY BROOK TRAIL @ SPRING CREEK PARKWAY PROJECT NO. 5618

Monday, October 29, 2007 @ 3:00 PM (CDT)

CONTRACTOR	BID BOND	TOTAL BASE BID
JRJ Paving, LP	Yes	\$421,700.18
JDC Construction	Yes	\$577,000.00

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

Sharron Mason

Sharron Mason, Buyer

October 29, 2007

Date

“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
CITY OF PLANO TEXAS

d-4



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 type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	11.27.07	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Glenna Hayes</i>	City Manager	<i>JR</i>	11/19/07	
Agenda Coordinator (include phone #): Glenna Hayes x 7539					
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 RATIFICATION					
CAPTION					
<i>Ratification of awarded Proposal No 2007-227-C for CSP for Design and Production of the City of Plano Environmental Calendar to Best Press in the amount of \$52,000.00</i>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0		0	
Encumbered/Expended Amount		0	0	0	0
This Item		0		0	
BALANCE		0		0	
FUND(s): SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND					
Comments: This item approves price quotes. Expenditures will be made in the Sustainability Department within approved budget appropriations. The estimated annual amount is \$52,000.					
STRATEGIC PLAN GOAL: Sustainability calendars relate to the City's Goal of Livable and Sustainable Community.					
SUMMARY OF ITEM					
(Annual Contract with Renewals)					
Purchasing staff recommends the ratification of an annual contract with 3 optional one-year renewals awarded to Best Press to Best Press for CSP Design and Production of the City of Plano Environmental Calendar. Contract was originally administratively awarded in the amount of \$47,724 and due to increased requirements now appears to be an estimated annual expenditure of \$52,000. 2007-227-C.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Bid Recap; Award Memo					

Matt Burleson

From: Tiffany Stephens
Sent: Monday, October 22, 2007 8:13 AM
To: Matt Burleson
Subject: RE: CSP Evaluation for 2007-227-C Design and Production of the City of Plano's Environmental Calendars

Matt –
Please award the bid to Best Press. Thank you!

Tiffany Stephens
(972) 769-4264

From: Matt Burleson
Sent: Monday, October 15, 2007 4:32 PM
To: Tiffany Stephens
Cc: Diane Palmer; Mike Ryan
Subject: CSP Evaluation for 2007-227-C Design and Production of the City of Plano's Environmental Calendars

Attached is the CSP evaluation for the above mentioned bid.

Thanks,

Matt Burleson
Buyer/Purchasing Div.
Phone: (972)941-7137
Fax: (972)461-6888
mattb@plano.gov

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

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MEMORANDUM

DATE: November 14, 2007
TO: Steve Tillman, Senior Buyer
FROM: Gloria Marlow, Technical Coordinator
SUBJECT: Request to purchase one (1) Mack Tandem Dump Truck (GU713) through Texas Association School Buyboard Program , Contract #281-07 awarded to Dallas Mack Sales, LP.

Base Price:	\$66,330.00
Published Options:	\$51,352.00
Customer Discount	-\$ 4,582.00
Buyboard Fee:	\$ 400.00
TOTAL COST:	\$113,500.00
 BUDGET AMOUNT:	 \$120,000.00

NOTES: This unit is a replacement for unit #30407 for Dept 742/Streets, Account #071-8421, Supplement #071001 approved per fiscal year budget 06/07.

Please reference Purchase Order Requisition No. 904921 .

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

Cc: Jimmy Foster
Karl Henry
Reid Choate
Bill Zimmerman
Jeff Turner
Diane Palmer
Stephen Teiper

f.3

PLEASE REVIEW THE QUOTATION BELOW. THIS TRUCK CAN BE PURCHASED USING THE BUYBOARD CONTRACT NUMBER 208-04. TO ORDER SEND THIS PURCHASE ORDER TO STEVE FISHER, PH: 1-800-695-2919 EXT. 7153, FAX 800-211-5454.

**PURCHASE ORDERS ARE TO BE MADE OUT TO THE VENDOR:
DALLAS MACK SALES, LP P.O. BOX 569040 DALLAS, TX 75356-9040
ATTN: DAVID CARROUM 800-299-6225 FAX: 214-630-0852**

End User:	CITY OF PLANO, TEXAS	DATE:	11/9/2007
Prepared By:	DAVID CARROUM	CONTRACT	281-07
VENDOR:	DALLAS MACK SALES, LP	ITEM #6	
Description:	2009 MACK "GRANITE" CAB & CHASSIS FOR A DUMPTRUCK		
A Item Base Unit Price, Per BUYBOARD Contract:		A:	66330

B OPTIONS QUOTED

Description	Cost	Description	Cost
1001501 MP7-345C	1250		
2880088 88 GALLON LH TANK	1435		
1364922 ALLISON TRANSMISSION	21177		
2401507 14600# AXLE	2865		
2680446 S440-46, 46,000# AXLE	2650		
2741028 .44 FRAME	2475		
14-15' WARREN DUMPBODY	19500		
		Subtotal From Additional Sheet(s):	

Subtotal B: 51,352

C Unpublished Options (Itemize below, attach additional sheet(s) if necessary)

DESCRIPTION	COST	DESCRIPTION	COST	TOTAL
GOOD CUSTOMER DISCOUNT	-4582			
		Subtotal From Additional Sheet(s):		

Subtotal C: (4,582)

D Miscellaneous Price Adjustments

		Subtotal D:	-

E

	TOTAL PRICE FOR ONE UNIT!!!		113,100
Quantity Ordered		X	1
	TOTAL PRICE FOR UNIT!!!	Subtotal E:	113,100
	BUYBOARD FEE		400

Total Purchase Price (E+F+G): 113,500

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CITY OF PLANO

11/12/07

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P.O. Number 904921 OR
 Cost Center 071

Supplier DALLAS MACK SALES
 P O BOX 569040
 DALLAS TX 75356-9040

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

Ordered 11/12/07 Freight
 Requested 11/12/07 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
MACK TANDEM DUMP TRUCK (GU713) REQUEST TO PURCHASE ONE (1) MACK TANDEM DUMP TRUCK (GU713) THROUGH TEXAS ASSOCIATION SCHOOL BUYBOARD PROGRAM, CONTRACT #281-07 AWARDED TO DALLAS MACK SALES, LP. NOTE: THIS UNIT IS A REPLACEMENT FOR UNIT 30407 FOR DEPT. 742/STREETS, ACCOUNT 071-8421, SUPPLEMENT #071001 APPROVED PER FY BUDGET 06/07. REQUISITION REQUESTED BY GLORIA MARLOW.	1	EA	66,330.0000	66,330.00	11/12/07
PUBLISHED OPTIONS 1000501 MP7-345C	1	EA	1,250.0000	1,250.00	11/12/07
PUBLISHED OPTIONS 2880088 88 GALLON LH TANK	1	EA	1,435.0000	1,435.00	11/12/07
PUBLISHED OPTIONS 1364922 ALLISON TRANSMISSION	1	EA	21,177.0000	21,177.00	11/12/07
PUBLISHED OPTIONS 2401507 14600# AXLE	1	EA	2,865.0000	2,865.00	11/12/07
PUBLISHED OPTIONS 2680446 S440-46, 46,000# AXLE	1	EA	2,650.0000	2,650.00	11/12/07

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CITY OF PLANO

11/12/07

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P.O. Number 904921 OR
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS 2741028 .44 FRAME	1	EA	2,475.0000	2,475.00	11/12/07
PUBLISHED OPTIONS 14-15' WARREN DUMPBODY	1	EA	19,500.0000	19,500.00	11/12/07
UNPUBLISHED OPTION GOOD CUSTOMER DISCOUNT	1	EA	4,582.0000-	4,582.00-	11/12/07
BUYBOARD FEE	1	EA	400.0000	400.00	11/12/07
				Total Order	
TermNet 30 Days				113,500.00	

f-6



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:	11/27/07		Reviewed by Legal <i>WJ</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Fleet & Equipment Services Division			Initials	Date
Department Head	Karl Henry	Jimmy Foster	Executive Director		
Dept Signature:	<i>[Handwritten Signature]</i>		City Manager	<i>[Handwritten Signature]</i>	11/19/07
Agenda Coordinator (include phone #): Linda M. Robinson x4180					
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 six (6) Toyota Prius Hybrid Sedans in the amount of \$130,191.24 from Philpott Motors, Inc. through an existing contract/agreement with TBPC State Contract and authorizing the City Manager or his designee to execute all necessary documents. (071-04-25800-4)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" 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	138,000	0	138,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-130,191	0	-130,191
BALANCE		0	7,809	0	7,809
FUND(S): EQUIPMENT REPLACEMENT FUND AND GENERAL FUND					
COMMENTS: Funds are included in the 2007-08 Budget for the purchase of (1) replacement and (5) new additions to the fleet. Remaining funds to into the Fund balance and will be used for other ERF rolling stock purchases.					
STRATEGIC PLAN GOAL: Hybrid vehicle purchases relate to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Equipment Services requests the purchase of six Toyota Prius Hybrid Sedans through the TBPC Sate Contract awarded to Philpott Motors, Inc. as follows: Two (2) units are new additions to the fleet for Dept 395/Information Services, Supplement #71395006, Budget Amount \$46,000.00; two (2) new additions for Dept 619/Property Standards, Supplement #7619001, Budget Amount \$46,000.00; one (1) replacement for retained unit #32562, Supplement #71552022 and one (1) new addition, Supplement #552008 both for Dept 552/Fire Dept. budgeted at \$23,000.00 each.					
The City is authorized to purchase from a the State Contract list pursuant to Section 271, Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (071-04-25800-4).					
Total purchase price of (6) Toyota Prius Hybrids is \$130,191.24.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Agenda, Vendor Quotes, Requisition					



MEMORANDUM

DATE: November 14, 2007
TO: Steve Tillman, Senior Buyer
FROM: Gloria Marlow, Technical Coordinator
SUBJECT: Request to purchase six (6) Toyota Prius through the TBPC State Contract Commodity Code 071-04-25800-4 awarded to Philpott Motors, Inc.

Base Price: 6 x \$21,698.54 = \$130,191.24
OVERALL BUDGETED AMOUNT: \$138,000.00

NOTES: Two (2) units are new additions to the fleet for Dept 395/Technology Services, Supplement #71395006, Budget Amount \$46,000.00; two (2) new additions for Dept 619/Property Standards, Supplement #7619001, Budget Amount \$46,000.00; one (1) replacement for retained unit #32562, Supplement #71552022 and one (1) new addition, Supplement #552008 both for Dept 552/Fire Dept. budgeted at \$23,000.00 each.

Please reference Purchase Order Requisition No. 904916.

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

Cc: Jimmy Foster
Karl Henry
Reid Choate
Lisa Prunty
Gloria Carter
Mike Malone
Diane Palmer
Stephen Teiper

g-2

CITY OF PLANO

11/09/07

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P.O. Number 904916 OR
 Cost Center 071

Supplier PHILPOTT MOTORS INC
 1400 U S HGHWY 69
 NEDERLAND TX 77627

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

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

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
TOYOTA PRIUS	6	EA	21,698.5400	130,191.24	11/09/07

TBPC STATE CONTRACT
 REQUEST TO PURCHASE SIX (6)
 TOYOTA PRIUS THROUGH THE TBPC
 STATE CONTRACT.
 COMMODITY CODE 071-04-2580004.
 AWARDED TO PHILPOTT MOTORS.
 NOTE:
 TWO (2) UNITS ARE NEW ADDITIONS TO
 THE FLEET FOR DEPT. 395/INFORMATION
 SERVICES, SUPPLEMENT #71395006, BUDGET
 AMOUNT \$46,000.00; TWO (2) NEW ADDITIONS
 FOR DEPT. 619/PROPERTY STANDARDS,
 SUPPLEMENT # 7619001, BUDGET AMOUNT
 \$46,000.00; ONE (1) REPLACEMENT FOR
 RETAINED UNIT 32562, SUPPLEMENT #71552022
 AND ONE (1) NEW ADDITION, SUPPLEMENT #552008
 BOTH FOR DEPT. 552/FIRE DEPT. BUDGETED AT
 \$23,000.00 EACH.
 REQUISITION REQUESTED BY GLORIA MARLOW.

TermNet 30 Days
 Total Order
 130,191.24

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Government and Commercial Sales

1400 US Highway 69 North Nederland, TX 77627 Phone: 1-888-97-FLEET Fax: 1-409-724-0934

Date: 10/23/2007

Prepared by: Richard Hyder
 phone: (409) 727-1451 x1048
 toll free phone: (888) 973-5338
 fax: (409) 724-0934
 email: richard.hyder@philpottmotors.com

Prepared for: City of Plano
 Reid Choate
 phone: 972 769-4182
 fax: 972 461-9349

Proposal:

# of items	Description	Price	Extension
6	2008 Toyota Prius per TBPC contract Commodity Code 071-04-25800-4	\$ 21,698.54	\$ 130,191.24
ALL VEHICLES SUBJECT TO AVAILABILITY		TOTAL:	\$ 130,191.24

Notes:

Please call if you have any questions. Thank you

9.4



**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: 11/27/07		Reviewed by Legal <i>WJ</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services Division		Initials	Date	
Department Head	Karl Henry	Jimmy Foster	Executive Director		
Dept Signature:	<i>[Signature]</i>		<i>[Signature]</i>	<i>11/19/07</i>	
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			
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 twelve (12) Ford Escape Hybrids in the amount of \$295,188.12 from Philpott Motors, Inc. through an existing contract/agreement with TBPC State Contract and authorizing the City Manager or his designee to execute all necessary documents. (071-80-56100-8)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" 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	291,000	0	291,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	295,188	0	295,188
BALANCE		0	-4,188	0	-4,188
FUND(S): EQUIPMENT REPLACEMENT FUND (071)					
COMMENTS: Funds are in the 2007-08 Budget for the purchase of (6) replacements and (6) new additions to the fleet. The shortage will be funded through savings in other ERF rolling stock purchases.					
STRATEGIC PLAN GOAL: Hybrid Vehicle purchases relate to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Equipment Services requests the purchase of twelve Ford Escape Hybrids through the TBPC Sate Contract awarded to Philpott Motors, Inc. as follows: (1)-Dept. 323/Mail Services; Replacement for 00301; (1)-Dept. 552/Fire; Replacement for 98138; (1)-Dept. 743/Signals; Replacement for 02305and (1) Unscheduled Replacement for 01331; (1)-Dept. 769/Backflow Operations; Replacement for 01341 and (1) Unscheduled Replacement for 00321; (1)-Dept. 635/Park Planning; New Addition Supplement # 71635002; (4)-Dept. 721/Engineering; New Additions Supplement # 71721001 and (1)-Dept. 762/Utility District #3; New Addition Supplement # 762002.					
The City is authorized to purchase from a the State Contract list pursuant to Section 271, Subchapter D of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (071-80-56100-8).					
Total purchase price of (12) Ford Escape Hybrids is \$295,188.12.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memo, Agenda, Vendor Quote Sheet, Requisition					

h1



MEMORANDUM

DATE: November 6, 2007
TO: Steve Tillman, Senior Buyer
FROM: Gloria Marlow, Technical Coordinator
SUBJECT: Request to purchase twelve (12) Ford Escape Hybrid through the TBPC State Contract Commodity Code 071-80-56100-8 awarded to Philpott Motors, Inc.

Base Price: 12 x \$24,599.01 = \$295,188.12

OVERALL BUDGETED AMOUNT: \$291,000.00

NOTE: Due to unforeseen mechanical problems 2 units are unscheduled purchases; 6 are new additions to the fleet and 4 are schedule replacements as follows:

- (1)-Dept. 323/Mail Services; Replacement for 00301, Budget amount \$27,000.00
- (1)-Dept. 552/Fire; Replacement for 98138, Budget amount \$27,000.00
- (1)-Dept. 743/Signals; Replacement for 02305, Budget amount \$27,000.00 and (1) Unscheduled Replacement for 01331
- (1)-Dept. 769/Backflow Operations; Replacement for 01341, Budget amount \$27,000.00 and (1) Unscheduled Replacement for 00321
- (1)-Dept. 635/Park Planning; New Addition Supplement # 71635002, Budget amount \$27,000.00
- (4)-Dept. 721/Engineering; New Additions Supplement # 71721001, Budget amount \$108,000.00
- (1)-Dept. 762/Utility District #3; New Addition Supplement # 762002, Budget amount \$48,000.00

Please reference Purchase Order Requisition No: 904900.

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

Cc: Jimmy Foster
Karl Henry
Billie Clayton
Mike Malone
Gary Kirkwood
Gentry Strickland
Steve Schultz
Jessie Davis
Reid Choate
Diane Palmer
Stephen Teiper

h2

TBPC CONTRACT 071-80-56100-8
 FINANCIAL WORKSHEET ATTACHMENT
 REQ # TBD

ITEM #1									
1	Ford Escape Hybrid	323/Mail Services	\$24,599.01	\$27,000.00	071-8421	071001	00301		
ITEM #2									
1	Ford Escape Hybrid	552/Fire	\$24,599.01	\$27,000.00	071-8421	071001	98138		
ITEM #3									
1	Ford Escape Hybrid	743/Signals	\$24,599.01	\$27,000.00	071-8421	071001	02305		
ITEM #4									
1	Ford Escape Hybrid	743/ Signals	\$24,599.01	Unscheduled	071-8421	071001	01331		
ITEM #5									
1	Ford Escape Hybrid	769/Backflow operations	\$24,599.01	\$27,000.00	071-8421	071001	01341		
ITEM #6									
1	Ford Escape Hybrid	769/Backflow operations	\$24,599.01	Unscheduled	071-8421	071001	00321		
ITEM #7									
1	Ford Escape Hybrid	635/Park Planning	\$24,599.01	\$27,000.00	071-8421	71635002	New Addition		
ITEM #8									
4	Ford Escape Hybrid	721/Engineering	\$24,599.01	\$98,396.04	\$108,000.00	071-8421	7121001	New Additions	
ITEM #9									
1	Ford Escape Hybrid	762/Utility District 3	\$24,599.01	\$48,000.00	071-8421	762002	New Addition		
Total			\$295,188.12	291,000.00					

3



Government and Commercial Sales

1400 US Highway 69 North Nederland, TX 77627 Phone: 1-888-97-FLEET Fax: 1-409-724-0934

Date: 10/23/2007

Prepared by: Richard Hyder
phone: (409) 727-1451 x1048
toll free phone: (888) 973-5338
fax: (409) 724-0934
email: richard.hyder@philpottmotors.com

Prepared for: City of Plano
Reid Choate
phone: 972 769-4182
fax: 972 461-9349

Table with 4 columns: # of items, Description, Price, Extension. Row 1: 12, 2008 Ford Escape Hybrid, \$ 24,599.01, \$ 295,188.12. Summary row: ALL VEHICLES SUBJECT TO AVAILABILITY, TOTAL: \$ 295,188.12

Notes: 174

Please call if you have any questions. Thank you

CITY OF PLANO

11/06/07

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P.O. Number 904900 OR
 Cost Center 071

Supplier PHILPOTT MOTORS INC
 1400 U S HGHWY 69
 NEDERLAND TX 77627

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

Ordered 11/06/07 Freight
 Requested 11/06/07 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FORD ESCAPE HYBRIDS	12	EA	24,599.0100	295,188.12	11/06/07

TBPC STATE CONTRACT

REQUEST TO PURCHASE TWELVE (12)
 FORD ESCAPE HYBRID THROUGH THE
 TBPC STATE CONTACT COMMODITY
 CODE 071-80-56100-8. THIS HAS BEEN
 AWARDED TO PHILPOTT MOTORS.
 OVERALL BUDGETED AMOUNT \$291,000.00.
 BASE PRICE 12 X \$24,599.01 = \$295,188.12.

NOTE*****

DUE TO UNFORESEEN MECHANICAL PROBLEMS
 TWO (2) UNITS ARE UNSCHEDULED PURCHASES;
 SIX (6) ARE NEW ADDITIONS TO THE FLEET AND FOUR (4)
 ARE SCHEDULED REPLACEMENTS; AS FOLLOWS:
 ONE (1)-DEPT. 323/MAIL SERVICES; REPLACEMENT FOR 00301,
 BUDGET AMOUNT \$27,000.00.
 ONE (1)-DEPT. 552/FIRE; REPLACEMENT FOR 98138,
 BUDGET AMOUNT \$27,000.00.
 ONE (1)-DEPT. 743/SIGNALS; REPLACEMENT FOR 02305,
 BUDGET AMOUNT \$27,000.00.
 ONE (1) UNSCHEDULED REPLACEMENT FOR 01331.
 ONE (1)-DEPT. 769/BACKFLOW OPERATIONS; REPLACEMENT
 FOR 01341, BUDGET AMOUNT \$27,000.00 AND
 ONE (1) UNSCHEDULED REPLACEMENT FOR 00321.
 ONE (1)-DEPT. 635/PARK PLANNING; NEW ADDITION,
 SUPPLEMENT #71635002,
 BUDGET AMOUNT \$27,000.00.
 FOUR (4)-DEPT. 721/ENGINEERING; NEW ADDITIONS,
 SUPPLEMENT #71721001,
 BUDGET AMOUNT \$108,000.00.

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CITY OF PLANO

11/06/07

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Description	Ordered	UOM	Unit Price	P.O. Number	Extended Price	Request Date
ONE (1)-DEPT. 762/UTILITY DISTRICT #3; NEW ADDITION, SUPPLEMENT #762002. BUDGET AMOUNT \$48,000.00. REQ. REQUESTED BY GLORIA MARLOW.						
TermNet 30 Days				Total Order		295,188.12

h6



**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: 11/27/07		Reviewed by Legal <i>JS</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Fleet & Equipment Services Division			Initials <i>JS</i>	Date <i>11/19/07</i>
Department Head	Karl Henry	Jimmy Foster	Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager		
Agenda Coordinator (include phone #):		Linda M. Robinson x4180			

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

CAPTION

Approval of the purchase of three (3) Ford Crown Victoria Police Interceptors in the amount of \$64,170.00 from Philpott Motors, Inc. through an existing contract/agreement with Tarrant County Joint Venture Contract and authorizing the City Manager or his designee to execute all necessary documents. (1-4)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 07/08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	105,0000	0	105,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-64,170	0	-64,170
BALANCE	0	40,830		40,830

FUND(S): **EQUIPMENT REPLACEMENT FUND (071)**

COMMENTS: Funds are included in the FY 2007-08 budget for the replacement purchase of (3) Ford Crown Victoria Police Interceptors. The balance will be used for other equipment installations to these vehicles and for other rolling stock purchases.

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

SUMMARY OF ITEM

Equipment Services requests the purchase of three Ford Crown Victoria Police Interceptors through the Tarrant County Joint Venture awarded to Philpott Motors, Inc. These units are replacements for #01261, #03223 and #04260 for Dept 532/Police Dept. and funded through Account 071-8421/Supplement 071001.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271, Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (1-4).

Total purchase price including delivery charges is \$64,170.00.

List of Supporting Documents:
Memo, Agenda, Vendor Quotes, Requisition

Other Departments, Boards, Commissions or Agencies

1-1



MEMORANDUM

DATE: November 2, 2007
TO: Steve Tillman, Senior Buyer
FROM: Gloria Marlow, Technical Coordinator
SUBJECT: Request to purchase three (3) Ford Crown Victoria Police Interceptors through the Tarrant County Joint Venture Contract No. 1-4, awarded to Philpott Motors, Inc.

Base Price:	3 x \$19,891.00 =	\$59,673.00
Published Options:	3 x \$ 1,045.00 =	\$ 3,135.00
Unpublished Options:	3 x \$ 154.00 =	\$ 462.00
Delivery Charges:	3 x \$ 300.00 =	\$ 900.00
Total Price		\$64,170.00
BUDGETED AMOUNT:		\$105,000.00

NOTE: These units will replace #01261, #03223 & #04260 for Dept 532/Police Dept. Account 71-8421/Supplement 071001. Balance of funds will be used for the installation of police equipment.

Please reference Purchase Order Requisition No: 904904.

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

Cc: Jimmy Foster
Karl Henry
Greg Rushin
Glen Brashear
Marty Childers
Reid Choate
Diane Palmer
Stephen Teiper

1-2

CITY OF PLANO

11/07/07

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P.O. Number 904904 OR

Cost Center 071

Supplier PHILPOTT MOTORS INC
1400 U S HGHWY 69
NEDERLAND TX 77627

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

Ordered 11/06/07 Freight
Requested 11/06/07 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FORD CROWN VICTORIA	3	EA	19,891.0000	59,673.00	11/06/07

CONTRACT NO. 1-4

REQUEST TO PURCHASE THREE
(3) FORD CROWN VICTORIA POLICE
PURCHASE OF THREE (3) FORD CROWN
VICTORIA POLICE INTERCEPTORS THROUGH THE
TARRANT COUNTY JOINT VENTURE

CONTRACT NO. 1-4.

AWARDED TO PHILPOTT MOTORS, INC.

BASE PRICE \$19,891.00 X 3 = \$59,673.00.

PUBLISHED OPTIONS 3 X \$1,045.00 = \$3,135.00.

UNPUBLISHED OPTIOINS 3 X \$154.00 = \$462.00.

DELIVERY CHARGES 3 X \$300.00 = \$900.00.

TOTAL \$64,170.00.

THE FOLLOWING ITEMS WERE LISTED UNDER
PUBLISHED OPTIONS, BUT THERE ARE NO
CODES OR PRICES:

EXTERIOR--TBD

INTERIOR - CHARCOAL BLACK

CLOTH BUCKET/VINYL REAR

EXTERIOR COLORS:

ONE (1) NORSEA BLUE.

ONE (1) SILVER BIRCH.

ONE (1) LIGHT ICE BLUE.

NOTE: THESE UNITS WILL REPLACE #01261, #03223
& #04260 FOR DEPT. 532/POLICE DEPT.
ACCOUNT 71-8421.
SUPPLEMENT # 071001.

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CITY OF PLANO

11/07/07

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P.O. Number 904904 OR
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
BALANCE OF FUNDS WILL BE USED FOR THE INSTALLATION OF POLICE EQUIPMENT. BUDGETED AMOUNT \$105,000.00. ***** REQUISITION REQUESTED BY GLORIA MARLOW.					
STREET APPEARANCE PKG PUBLISHED OPTIONS CODE 60B	3	EA	138.0000	414.00	11/06/07
COURTESY LAMP DISABLE PUBLISHED OPTIONS CODE 478.	3	EA	10.0000	30.00	11/06/07
DECKLID RELEASE ON DOOR PUBLISHED OPTIONS CODE 61H. ***** **NOTE** CODE 153: FRONT LICENSE BRACKET. I CANNOT LIST THIS AS THERE IS NOT A PRICE ASSOCIATED WITH IT.	3	EA	25.0000	75.00	11/06/07
POWER DRIVER SEAT PUBLISHED OPTIONS CODE 21A.	3	EA	348.0000	1,044.00	11/06/07
POWER PIGTAIL HARNESS PUBLISHED OPTIONS CODE 179.	3	EA	21.0000	63.00	11/06/07
INOP REAR DOORS/HANDLES PUBLISHED OPTIONS CODE 67R.	3	EA	12.0000	36.00	11/06/07
REAR POWER WINDOW DELETE PUBLISHED OPTIONS CODE 948.	3	EA	13.0000	39.00	11/06/07
1-4 REAR MIRRORS	3	EA	33.0000	99.00	11/06/07

CITY OF PLANO

11/07/07

Page - 3

P.O. Number 904904 OR
 Extended Price Request Date

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PUBLISHED OPTIONS CODE 61K.					
SILICONE HOSES W/CLAMPS PUBLISHED OPTIONS CODE 177.	3	EA	289.0000	867.00	11/06/07
FACTORY DRIVERS SPOT PUBLISHED OPTIONS CODE 51A.	3	EA	156.0000	468.00	11/06/07
53M RADIO SUPPRESSION UNPUBLISHED OPTIONS	3	EA	90.0000	270.00	11/06/07
175 HORN/SIREN PREP PKG UNPUBLISHED OPTIONS	3	EA	40.0000	120.00	11/06/07
8 KEYS PER CAR UNPUBLISHED OPTIONS	3	EA	24.0000	72.00	11/06/07
DELIVERY FEE	3	EA	300.0000	900.00	11/06/07

Total Order

TermNet 30 Days

64,170.00

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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: 11/27/07		Reviewed by Legal <i>[Signature]</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation			
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	Date 11/19/07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	Date 11/20/07
Agenda Coordinator (include phone #):		Susan Berger (7255)		

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

CAPTION

To approve the purchase and installation of playground equipment for Wagon Wheel Park, Santa Fe Trail, and Arrowhead Park through PISD Contract (2006-77-I/PISD 3693) in the amount of \$192,040.00; and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,341	330,659	100,000	432,000
Encumbered/Expended Amount	-1,341	0	0	-1,341
This Item	0	-192,040	0	-192,040
BALANCE	0	138,619	100,000	238,619

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

COMMENTS: Funds are included in the 2007-08 Park Improvement CIP. This item, in the amount of \$192,040, will leave a current year balance of \$138,619 for the Playground Replacement Project.

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

SUMMARY OF ITEM

In conjunction with the Collin County Governmental Purchase Forum, Plano ISD sponsored and awarded a contract for playground equipment and installation to Miracle Recreation Equipment Company. The City of Plano requests to purchase playground equipment, wood fiber playground surfacing, and installation from this contract in the amount of \$192,040.00 for Wagon Wheel Park, Santa Fe Trail, and Arrowhead Park.

All competitive bid requirements were met by PISD on behalf of the forum participants. The City of Plano is a participating member of CCGPF.

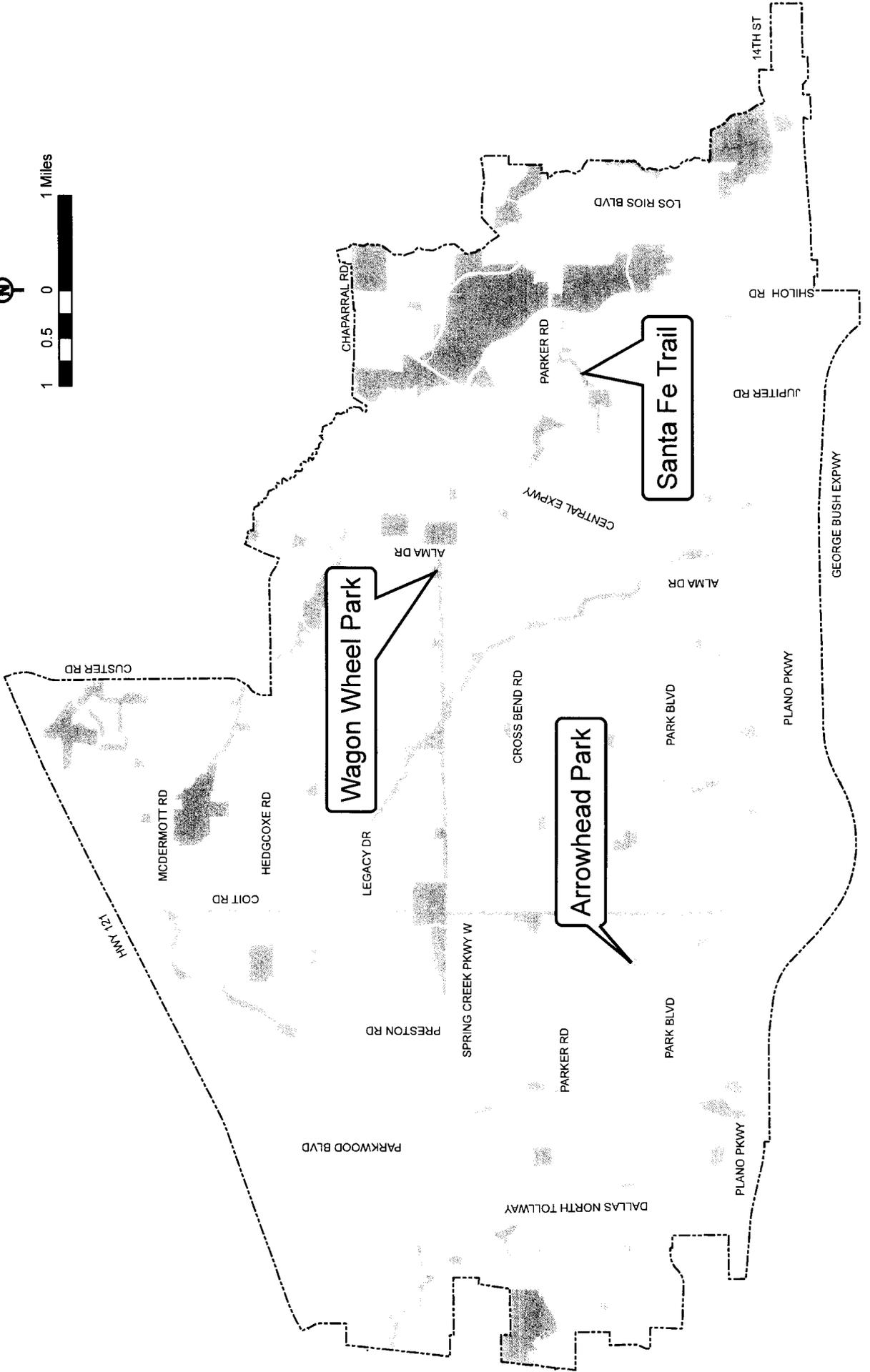
List of Supporting Documents:

Location Map
Quote

Other Departments, Boards, Commissions or Agencies

J-1

Location Map



J-2

webuildfun, inc.

QUOTATION

103 W. McDermott #300
 Allen, TX 75013
 972-727-0653
 972-396-4994 Fax

October 14, 2007

Attn: City of Plano
 Kyle McCutcheon
 469-286-9951



www.miracle-recreation.com

**Project: City of Plano - 3 Playgrounds
 "Playground Renovations"**

Terms: Net 30 Ship Via: Best Way Est. Delivery Date: 4 - 6 Weeks

Item	Description	List Price	Discount	Ext. Price
Wagon Wheel Park				
	Miracle, 2-12 yrs, "Boundless Playground"(CD149995)	\$40,868.00	(6,281.00)	\$34,587.00
	Freight	\$1,550.43	(1,550.43)	\$0.00
	Installation of equipment			\$11,163.00
EWF	Add 12" Engineered Wood Fiber (EWF) in Existing Area (6,954' sq ft)		\$1.75/sq.ft	\$12,170.00
	Remove and Haul off Pea Gravel			\$4,000.00
	Removal of existing playground			\$3,500.00
	230 Linear ft @ \$20/ft to bore underground 6" solid drain pipe			\$4,600.00
	1 ADA concrete ramp			\$850.00
Total				\$70,870.00
Sante Fe Park				
	Miracle, 2-12 yrs., Big Timber - Center Stage (CD155566)	\$45,178.00	(9,245.00)	\$35,933.00
	Freight	\$2,209.62	(2,209.62)	\$0.00
	Installation of Equipment			\$11,163.00
EWF	Add 12" Engineered Wood Fiber (EWF) in Existing Area (5,939' sq ft)		\$1.75/sq.ft	\$10,393.00
	Remove and Haul off Pea Gravel			\$3,500.00
	Removal of existing playground			\$3,500.00
	1 ADA concrete ramp			\$850.00
Total				\$65,339.00
Arrowhead Park				
	Miracle, 2-12 yrs., Big Timber - Center Stage (CD155535)	\$37,804.00	(8,034.00)	\$29,770.00
	Freight	\$1,730.59	(1,730.59)	\$0.00
	Installation of Equipment			\$9,237.00
EWF	Add 12" Engineered Wood Fiber (EWF) in Existing Area (4,499' sq ft)		\$1.75/sq.ft	\$7,874.00
	Remove and Haul off Pea Gravel			\$2,750.00
	Removal of existing playground			\$3,500.00
	50 Linear ft @ \$10/ft to trench 6" solid drainpipe for swing and play area (2 areas)		500.00	\$1,000.00
	2 ADA concrete ramps			\$1,700.00
Total				\$55,831.00
FREIGHT				\$0.00
TOTAL				\$192,040.00

Kris Allen

Prepared By:

-INSTALLATION NOT INCLUDED (UNLESS NOTED ABOVE)

-It is the responsibility of the owner to locate all underground utility lines (Telephone, Computer/Data Lines, Water and Main Water Lines for Irrigation Sprinklers.)

We will make every endeavor to prevent damage to the located utilities but in the event of damage to the utilities that we cannot repair, we will not be held responsible for charges of repair from outside services.

-Rock Clause. In the event solid rock is encountered, an additional charge of \$25.00 per hole will be assessed.

-Prices are guaranteed through December 14, 2007.

-Additional costs will incur to correct any drainage issues.

J-3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	11/27/07	Reviewed by Legal <i>vs</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i> 11/19/07	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 11/20/07	
Agenda Coordinator (include phone #):		Pegues (7198) <i>[Signature]</i> (Project No. 5542)		
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 Jacobs Civil, Inc., increasing the professional services contract by \$55,065.00 for the Parker Road and US 75 Interchange Plans, Specifications & Estimates. Contract Modification No. 2 is for additional engineering and landscape design services necessary to complete the construction documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	691,391	4,732,609	0	5,424,000
Encumbered/Expended Amount	-691,391	-17,456	0	-708,847
This Item	0	-55,065	0	-55,065
BALANCE	0	4,660,088	0	4,660,088
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This item, in the amount of \$55,065 will leave a current year balance of \$4,660,088 for the Parker Road at US75 project.				
STRATEGIC PLAN GOAL: Engineering and landscape design services for interchange construction related to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
Additional design services are required for additional engineering and landscape design services necessary to complete the construction documents for the Parker Road and US 75 Interchange.				
The original contract amount was \$1,289,300.00. The Engineering Department is seeking City Council approval of this second modification because the amount of the modification increase exceeds \$25,000.00. The revised contract amount is \$1,349,370.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification		N/A		

CONTRACT MODIFICATION NO. 2

**PARKER ROAD AND US 75 INTERCHANGE
PLANS, SPECIFICATIONS & ESTIMATES
PROJECT NO. 5542**

**PURCHASE ORDER NO. 102930
CIP NO. 31440**

This shall serve as a Second Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and Jacobs Civil, Inc. (hereinafter "Consultant"), dated November 28, 2005, for Professional Engineering Services for the referenced project (hereinafter "Project").

Services:

This Modification amends the scope of services as originally set forth in the contract as follows:

No.	Description	Cost
1	Embankment slope revisions	\$13,170
2	Temporary shoring design for existing bridge	\$ 8,080
3	ITS coordination	\$ 2,680
4	Landscape design with modular block walls	\$23,815
5	Spring Creek sidewalk improvements sheet incorporation	\$ 4,140
6	Illumination changes along Parker Road	\$ 3,180

Such services shall be completed by January 4, 2008.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$55,065.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do

K.2

mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Original Contract Amount	<u>\$ 1,289,300.00</u>
Contract Amount (Including Previous Modifications)	<u>\$ 1,294,305.00</u>
Amount, Modification No. 2	<u>\$ 55,065.00</u>
Revised Contract Amount	<u>\$ 1,349,370.00</u>
Total Percent Increase Including Previous	<u>4.66%</u>

CITY OF PLANO
OWNER

JACOBS CIVIL INC.
CONSULTANT

By: _____
(signature)

By: _____
(signature)

Print Name: Thomas H. Muehlenbeck

Print Name: Michael Perez

Print Title: City Manager

Print Title: Dir. of Texas Operations

Date: _____

Date: _____

APPROVED AS TO FORM:

By: 
Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of December, 2007, by **MICHAEL PEREZ, DIRECTOR OF TEXAS OPERATIONS**, of **JACOBS CIVIL INC.**, a **MISSOURI** corporation, licensed to do business in the State of Texas, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of December, 2007, by **THOMAS H. MUEHLENBECK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

K.4

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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: 11/27/07		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	<i>[Signature]</i> 11/19/07
Agenda Coordinator (include phone #): Susan Berger (7255)					

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

CAPTION

Approving the terms and conditions of an agreement by and between the City of Plano and Boys & Girls Clubs of Collin County, Inc. to occupy and use a portion of the Douglass Community Center to provide recreation and education programs to Collin County youth; and 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
2007-08, 08/09, 09/10, 10/11, 11/12				
Budget	0	1,000	0	1,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	12,000	0	12,000
BALANCE	0	13,000	0	13,000

FUND(S): **GENERAL FUND**

COMMENTS: Approval of this item will approve a new five-year agreement between the City of Plano and the Boys & Girls Clubs of Collin County, Inc. for the use of the Douglass Community Center. The Boys & Girls Clubs of Collin County, Inc. agrees to make an annual payment that equals 17.5% of the maintenance and utility costs for the center, approximately \$12,000.

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

SUMMARY OF ITEM

Approval is recommended for the terms and conditions set forth in the agreement between the City of Plano, Texas, and the Boys & Girls Clubs of Collin County, Inc. to use a portion of the Douglass Community Center for recreation and education programs. The agreement is for a five (5) year period beginning as of the effective date of this agreement with the City having the option to extend the term of the leases by one (1) additional five year period.

The agreement provides that the Boys & Girls Clubs will make an annual payment that equals 17.5% of the maintenance and utility costs for the center. Additionally, the Boys and Girls Club will provide insurance.

L-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND BOYS & GIRLS CLUBS OF COLLIN COUNTY, INC., TO OCCUPY AND USE A PORTION OF THE DOUGLASS COMMUNITY CENTER TO PROVIDE RECREATION AND EDUCATION PROGRAMS TO COLLIN COUNTY YOUTH; AND 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 Boys & Girls Clubs of Collin County, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (herein called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendance 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 and 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

L-3

**AGREEMENT BETWEEN CITY OF PLANO, TEXAS
AND BOYS & GIRLS CLUBS OF COLLIN COUNTY, INC.**

THIS AGREEMENT made and entered into as of the effective date, as hereinafter provided, by and between the CITY OF PLANO, TEXAS, a home rule municipal corporation of the State of Texas (hereinafter called "City") and BOYS & GIRLS CLUBS OF COLLIN COUNTY, INC., a Texas non-profit corporation (hereinafter called "Licensee").

WHEREAS, the City, pursuant to an agreement with Plano Independent School District ("PISD") dated May 13, 1987, as amended by an agreement dated effective January 1, 1996 (collectively called the "PISD Agreements"), has a right to occupy and use the property at 1111 Avenue H, Plano, Texas, known as the Douglass Community Center which is more particularly described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property") for recreational, educational and public service; and

WHEREAS, Licensee would like to occupy and use a portion of the Property described in Exhibit "B" attached hereto and made a part hereof by reference (the "Premises") to provide recreation and education programs to Collin County youth; and

WHEREAS, the Premises include the exclusive use of the three (3) rooms indicated as Boys & Girls Clubs of Collin County, Inc., and the non-exclusive use of areas indicated as shared areas on Exhibit "B"; and

WHEREAS, the City and Licensee desire to enter into this Agreement to set forth the terms and conditions of Licensee's occupation and use of the Premises.

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, including the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The City hereby grants a license to Licensee to occupy and use the Premises for a period of five (5) years commencing as of the effective date of this Agreement; provided however, that the City shall have the right and option to extend the term hereof by an additional one (1) five (5) year period. However, the City may terminate this license at any time upon giving Licensee six (6) months' written notice of termination. Licensee acknowledges and understands that this Agreement is subject to the PISD Agreements. The Premises are located within a building called the "Douglass Community Center." Licensee shall pay to City maintenance and utility costs equal to seventeen and a half percent (17.5%) of such costs for the Douglass Community Center. Maintenance

and utility costs include cost for labor, repair, parts, supplies and charges paid to public utilities for utilities. Maintenance and utility cost percentages may be adjusted upward to respond to the inflation of such costs. Such costs shall be paid by Licensee to the City on an annual basis, no later than thirty (30) days after receiving written notice from the City of such costs. Licensee shall be responsible for one hundred percent (100%) of its telephone costs.

2. Licensee's use or occupancy of the Premises is limited to the following:

For the months, from September through May:
Monday-Thursday, 2:45 p.m. to 9:00 p.m.
Friday, 2:45 p.m. to 7:00 p.m.

For the months, from June through August:
Monday-Friday, 7:30 a.m. to 7:00 p.m.

Notwithstanding the above, all uses of the building must be scheduled and coordinated with the approval of the City of Plano Parks and Recreation Department.

3. Licensee shall be responsible for any and all damages to the Premises resulting from use or occupancy by Licensee, its agents, servants or invitees.

4. Licensee shall not make any improvements or alterations to the Property without the prior written consent of the City.

5. This Agreement is subject to all matters of record, easements, and utilities located within the Property.

6. Licensee shall not at any time encumber its interest in this Agreement by deed of trust, mortgage or other security instrument, nor shall Licensee suffer or permit any mechanic's liens or other liens to be filed against the Property or any improvements thereon. Licensee shall not assign its interest under this Agreement without prior written consent of the City, which may be withheld.

7. Licensee agrees not to use the Premises, or any part thereof, for any use other than recreation and education programs for youth of Collin County, and shall not use the Premises or Property, or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, State of Texas, or the City of Plano, or other lawful authority having jurisdiction over the Property. Licensee shall not commit any waste. Licensee represents and warrants that its use of the Premises constitutes a recreational, educational or public service use ("Public Purpose") as

contemplated by the PISD Agreements. Licensee shall immediately vacate the Premises should it ever be determined by either the City or PISD, in each's sole opinion, that Licensee's use of the Premises is not a Public Purpose as contemplated by the PISD Agreements.

8. Licensee shall defend, indemnify and hold harmless the City and PISD and its officers, agents and employees, from and against all damages, claims, lawsuits, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of, or resulting from any act or omission of Licensee, or any of its agents, employees, licensees or invitees, or by, or from, any accident on the Property, or fire or other casualty thereon, or occasioned by the failure of Licensee to maintain the Premises in safe condition, or arising from any other cause whatsoever.

9. Licensee, at its own expense, agrees to provide and keep in full force for all terms of this Agreement, bodily injury (including death) and property damage insurance from an insurance company acceptable to the City, covering Licensee, the City and PISD, in an amount of **ONE MILLION DOLLARS (\$1,000,000.00)** for injuries and damages to persons, and in the amount of **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** for property damage arising out of, or in connection with, the occupation, use or condition of the Premises. All such insurance policies shall provide that the insurance policy shall not be canceled by the insurer unless and until at least thirty (30) days written notice of such cancellation is delivered to the City. Licensee shall furnish the City with Certificates of Insurance required by this paragraph in a form acceptable to the City, which includes certificates showing any renewals of such insurance. Such policies and certificates shall also provide for a waiver of subrogation in favor of the City. Such certificates must be delivered to the City before Licensee takes possession of or performs any work on the Property.

10. This Agreement embodies the entire agreement between the parties and cannot be varied or changed except by the written agreement of the parties.

11. All the terms and conditions of this Agreement are hereby made binding on the executors, heirs, administrators, successors and assigns of all parties hereto.

12. All notices permitted hereunder shall be in writing and shall be deemed to have been properly given or served by the deposit of such within the United States Postal Service, or any official successor thereto, designated as registered or certified mail, return receipt requested, bearing adequate postage, at the address set forth below the signature of the pertinent party. Each such notice shall be effective upon being deposited as aforementioned. The time period within which a response to any such notice must be given, however, shall commence to run from the date of receipt thereof by the addressee. Rejection of

or refusal to accept, or the inability to deliver because of change of address of which no notice was given, shall be deemed to be the date of the receipt thereof. Any party shall have the right from time to time, and at any time until the termination hereof, to change its respective address by notifying the other party in writing, and each shall have the right to specify as its address any other address within the United States of America.

13. This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas. All rights and obligations under this Agreement are fully performable in Collin County, Texas.

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

15. The effective date shall be the last date of any signature of a party as set forth below.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the effective date as herein provided.

BOYS & GIRLS CLUBS OF COLLIN COUNTY, INC., a Texas non-profit Corporation

DATE: _____

BY: _____
Christina Alford
CHIEF EXECUTIVE OFFICER

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 _____ of **BOYS & GIRLS CLUBS OF COLLIN COUNTY, INC.**, a Texas corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

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EXHIBIT "A"**THE PROPERTY**

BEING a tract of land in the Joseph Klepper Survey, Abstract No. 213, Collin County, Texas, and being lots 1B, 2, 3, 4, 5, 6, and 7 of Block 2, and lots 2B, 3A, 3B, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 of Block 4 of the Aldridge Addition and lots 1 and 2 of Block 29 of the Original Donation, additions to the City of Plano, Texas and being particularly described as follows:

BEGINNING at a point in the west right-of-way line of "H" Avenue (30' R.O.W.) said point bears S 00°26'45" E, 44.85 feet from the intersection of the south right-of-way of 12th Street with the west right-of-way line of "H" Avenue;

THENCE S 00°26'45" E, a distance of 389.25 feet to a point for corner;

THENCE S 89°33'15" W, a distance of 110.00 feet to a point for corner;

THENCE S 00°26'45" E, a distance of 109.20 feet to a point for corner;

THENCE S 89°33'15" W, a distance of 151.79 to a point for corner;

THENCE N 00°28'25" E, a distance of 239.61 feet along the east right-of-way line of "G" Avenue;

THENCE N 00°51'30", continuing along the east right-of-way line of "G" Avenue, a distance of 195.00 feet to a point for corner;

THENCE N 89°18'06" E, a distance of 95.44 feet to a point for corner;

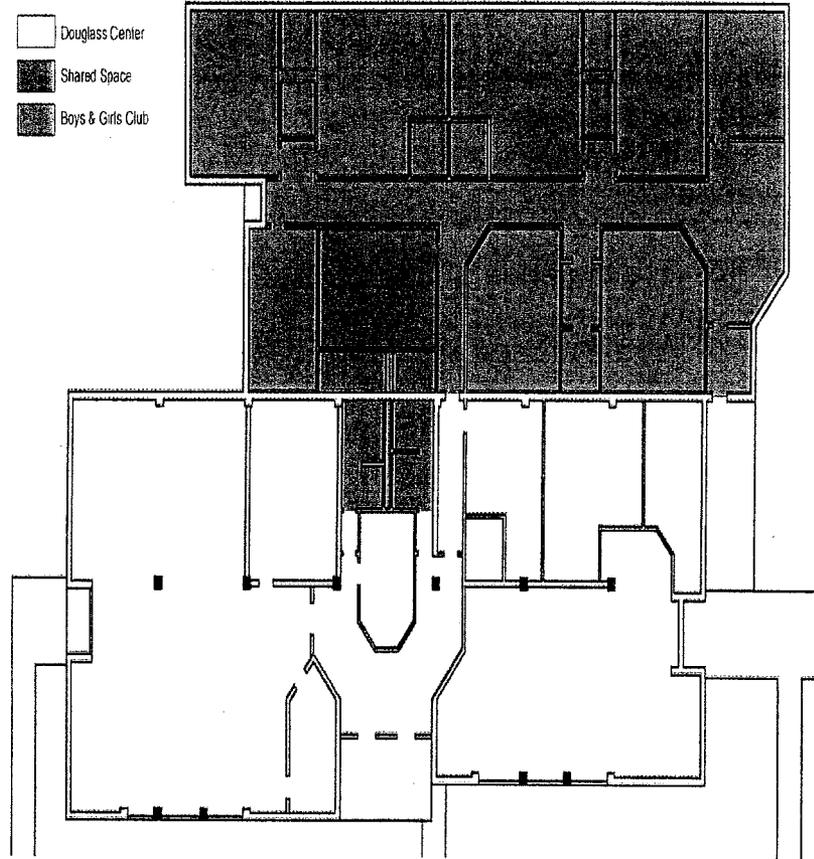
THENCE N 00°43'43" W, a distance of 45.18 feet to a point for corner;

THENCE N 89°18'06" E, a distance of 54.12 feet to a point for corner;

THENCE N 00°26'45" W, a distance of 14.15 feet for corner;

THENCE N 88°48'01" E, a distance of 110.01 feet to the point of beginning and containing 2.530 acres, more or less.

Exhibit "B"
The Premises
Douglass Community Center



6-10



CITY OF PLANO COUNCIL AGENDA ITEM

The previous five-year experience has been a positive one. Many Plano youth benefit from this cooperative venture. On an annual basis the following youth are served in Plano:

- 147 a day in the after school program
- 250-300 a day in the summer program
- 700 children a year through outreach programs inside PISD and the Douglass Community Center
- 1,067 children annually

The Boys & Girls Clubs of Collin County, Inc. currently occupies 3,547 square feet of dedicated space. Additional shared space at Douglass is also available for their use.

List of Supporting Documents:
Agreement

Other Departments, Boards, Commissions or Agencies

1-2



**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: 11/27/07		Reviewed by Legal <i>fm</i>	<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>		<i>SW</i>	<i>11/19/07</i>	
Agenda Coordinator (include phone #):		Susan Berger (7255)			

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

CAPTION

Approving the terms and conditions of funding agreements between the City of Plano, Texas, and various special event sponsorship grants; authorizing the City Manager, or, in his absence, an Executive Director; to execute such agreements with these organizations, 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	281,324	0	281,324
Encumbered/Expended Amount	0	0	0	0
This Item	0	-281,324	0	-281,324
BALANCE	0	0	0	0

FUND(S): **GENERAL/CONVENTION & TOURISM**

COMMENTS: Funds are included in the FY 2007-08 Budget.

STRATEGIC PLAN GOAL: Special event grants relate to the City's goals of "Premier City in Which to Live" and "Service Excellence".

SUMMARY OF ITEM

This resolution establishes funding agreements for eight special events totaling \$281,324, which were approved in the FY 2007-08 budget. Funds will be distributed to each event separately and no earlier than 120 days prior to the event. The special events are:

Asian Heritage Festival	\$ 11,596
Blackland Prairie Festival	\$ 54,500
Plano Balloon Festival	\$144,901
Plano Book Festival	\$ 12,500
Plano International Festival	\$ 28,000
North Texas Soap Box Derby	\$ 11,014
July 4 th Parade	\$ 10,100

m1



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Fiesta Cultural LatinoAmericana \$8,713	
TOTAL \$281,324	
List of Supporting Documents: Funding Agreement Funding Synopsis	Other Departments, Boards, Commissions or Agencies

m-2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF FUNDING AGREEMENTS BETWEEN THE CITY OF PLANO, TEXAS, AND VARIOUS SPECIAL EVENT SPONSORSHIP GRANTS; AUTHORIZING THE CITY MANAGER, OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, TO EXECUTE SUCH AGREEMENTS WITH THESE ORGANIZATIONS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council established the Cultural Affairs Commission for the purpose of considering funding requests from community special events; and

WHEREAS, this Commission considered funding requests, conducted extensive review, and made recommendation for funding to the City Council based on established criteria; and

WHEREAS, the City Council received such recommendations during budget deliberations, conducted a public hearing on the proposed budget and approved and adopted the 2006-2007 budget; and

WHEREAS, the City Council has appropriated \$281,324 for such purposes and finds that the services provided by the eight special events are beneficial to the public and serve a valid public purpose; and

WHEREAS, the City Council desires to enter into Funding Agreements with eight special events, a sample copy is attached hereto by reference as Exhibit "A", which establishes the terms and conditions for funding.

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

Section I. The City Council, after reviewing the terms and conditions of the Funding Agreement and the recommended funding amounts for the below named special events, hereby approves the Agreement and funding amounts, which are proper and in the best interests of the City of Plano.

Special Event Grants:

Asian Heritage Festival	\$ 11,596
Blackland Prairie Festival	\$ 54,500
Plano Balloon Festival	\$144,901
Plano Book Festival	\$ 12,500
Plano International Festival	\$ 28,000
North Texas Soap Box Derby	\$ 11,014
July 4 th Parade	\$ 10,100
Fiesta Cultural LatinoAmericana	\$ 8,713
TOTAL:	\$281,324

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RESOLUTION NO. _____

Page 2

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

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

m-4

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND
_____ (event producer) _____**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and _____, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Contractor"), enter into this funding agreement for _____.

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

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

WHEREAS, the City Council determined that the City should expend the sum of _____ for the purposes outlined in the attachment entitled Special Event Start Up Sponsorship Grant Application (hereinafter referred to as "Application"); and

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

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

**SECTION I
PURPOSES/CONSIDERATION; PRIORITY OF DOCUMENTS**

1.01 Purpose/Consideration.

This Agreement provides the terms and conditions under which City will make available the sum of _____ to support the **__(event date)_____**, 2008.

The City's source of these funds is general fund tax revenues. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in Exhibit "A". City

m-5

SAMPLE AGREEMENT

further agrees to make available City Services as provided in Exhibit "C" in an amount not to exceed _____ to assist with the event __ (set up/take down dates) _____, 2008.

The City will notify Contractor if Contractor's request for City Services exceeds amount indicated in Exhibit "C". Any City Services requested by Contractor that exceed the Exhibit "C" amount will be billed back to Contractor by City. Payments for those additional City Services are to be paid in full within 30 days of the invoice date.

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

1.02 Priority of Documents.

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

**SECTION II
PERMITTED USES OF FUNDS; CONDITIONS OF USE**

2.01 Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Application, which is made a part hereof by reference and incorporated as Exhibit "A". In the event that the amount of funds requested and outlined for expenditure in the Application differs from the amount of funds actually awarded by the City, then Contractor shall submit a Revised Line Item Budget on a form provided by the City which shall be substituted for the original budget submitted with the Application. The Revised Line Item Budget must be submitted no less than 150 days prior to the event date and no funds shall be disbursed by the City to Contractor unless and until the Revised Line Item Budget is

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submitted. The Revised Line Item Budget of Approved Expenditures shall be signed by two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. The Revised Line Item Budget shall be attached hereto and incorporated herein as part of Exhibit "A".

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

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change;
- b. Approved by the Cultural Affairs Commission, as evidenced by the official minutes of the Commission authorizing the change presented by the Contractor's Board;
- c. Approved by the City Manager, or his designee, after submission of the requested change by the Cultural Affairs Commission.

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

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

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

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

m.7

2.04 Unexpended and unencumbered City funds that remain with the Contractor after September 30, 20____, will revert to the City.

**SECTION III
NON-ASSIGNMENT**

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

**SECTION IV
INDEPENDENT CONTRACTOR**

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

**SECTION V
DISBURSEMENT OF FUNDS**

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

_____(**cash amount**)_____ shall be disbursed, lump sum, to _____(**event**)_____ upon execution of the Agreement, approval of any Revised Line Item Budget of Approved Expenditures, and proof of insurance acceptable to the City Risk Manager as required by this Agreement. This disbursement will occur no more than one hundred twenty (120) days prior to the event start date.

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

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

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

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

5.06 Reporting Requirements.

Within sixty (60) days following the event, Contractor agrees to provide a final written Contractor agrees to provide financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the Line Item Budget of Approved Expenditures attached in Exhibit "A", as well as a description of program goals achieved and/or progress of same for the preceding quarter. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

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At the end of the Contract Term or in the event of earlier termination, Contractor shall provide a final written report of its activities and expenditures to the Contract Administrator.

SECTION VI

AFFIDAVIT OF NO PROHIBITED INTEREST

6.01 Contractor acknowledges and represents it is aware of all applicable laws, the City Charter, and the City Code of Conduct regarding prohibited interests, and that the existence of a prohibited interest at any time will render the Contract voidable. At the time of signing this Agreement, a representative of Contractor shall execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "D".

SECTION VII

INSURANCE REQUIREMENTS/INDEMNIFICATION

7.01 Insurance.

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in Exhibit "E". Additionally, this insurance must specifically cover any and all activities occurring on City property, including those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed certificate of insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

m-10

7.02 Employee Dishonesty Bond Requirement Applicable to Contractors Receiving Cash Funds of \$75,000.00 or greater

At its own expense, a Contractor receiving cash funds in the amount of \$75,000.00 or more agrees to maintain during the term of this Agreement, or any extension thereof, an Employee Dishonesty Bond (EDB) in an amount equal to the total dollar amount awarded to Contractor by the City as defined in the grant agreement. A copy of proof of EDB shall be attached to the funding agreement as an additional attachment to Exhibit "D". Bonds shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

Bonds shall be made payable to the City of Plano and shall be maintained by Contractor throughout the contract period. Contractor must provide proof of this EDB to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed bond certificate issued by Contractor's insurance agency is sufficient proof of EDB. Contractor must maintain a current copy of the certificate(s) and provide proof of its current EDB to City throughout the entire term of this Contract. Failure to provide proof of the EDB shall result in the City withholding disbursement of funds to the Contractor until proof is provided as required under this Agreement.

7.03 Indemnification.

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

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City shall have the right to select or to approve defense counsel retained by Contractor to fulfill its obligation to defend and indemnify the City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not a waiver of Contractor's obligation to defend or indemnify the City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor is liable for all costs incurred by City.

**SECTION VIII
TERM**

8.01 The term of this Agreement is _____, 20__ through _____, 20__.
At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

**SECTION IX
TERMINATION**

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

m-12

9.02 In the event Contractor breaches any of the terms or conditions of this Agreement, whether in whole or part, the City may immediately terminate this Agreement by providing written notice to the Contractor, notwithstanding any other provision. Contractor is solely responsible for funds expended contrary to the terms and conditions of this Agreement, and must return the City funds within ten (10) days of the termination.

**SECTION X
MISCELLANEOUS**

10.01 Entire Agreement.

This Agreement and its attachments constitute the entire agreement between the parties. The parties may only modify, amend, or supplement this Agreement through a written instrument executed by both parties.

10.02 Authority

The undersigned represents and warrants that he or she is the duly authorized representative of the Contractor, and that the Board of Trustees (or equivalent) of the Contractor has approved and accepted this Agreement by Board resolution. Contractor at all times shall maintain a copy of the Board resolution for submission to City upon request.

This Agreement does not become or binding on the City of Plano until both the Contractor and the City Manager or his designee have executed it.

10.03 Successors and Assigns

This Contract is binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

10.04 Notice.

Any Notice, Reports or Documents required to be provided by this Agreement shall be in writing and delivered to the parties as follows:

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City – Contract Administrator

Contractor

**INSERT NAME, ADDRESS, TELEPHONE NUMBER AND FAX NUMBER
FOR EACH**

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

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

10.07 Venue.

The parties agree that the laws of the State of Texas govern this Agreement, and which is performable in Collin County, Texas. In the event of breach of this Agreement, venue for all causes of action shall exclusively lie in Collin County, Texas.

**IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR
SIGNATURES ON THIS THE _____ DAY OF _____, 20____.**

BY: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____,
20____ by _____, _____ of
_____, a non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____,
20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO,**
TEXAS, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

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EXHIBIT "A"

CONTRACTOR'S APPLICATION

This exhibit represents only the Budget portion of the application.

The remainder of the application is attached hereto by reference and is on file in the Parks and Recreation Department and may be viewed by contacting that office during normal business hours

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EXHIBIT "B"

GENERAL CONDITIONS OF AGREEMENT

The Contractor agrees to the following general conditions:

- (1) The Contractor must provide reports of its activities as described in Section V, *Disbursement of Funds*, Paragraph 5.07, *Reporting Requirement*, of the Funding Agreement and as otherwise required by the Special Conditions of the Agreement on a format acceptable to the City. Disbursements may cease if reports are not submitted.
- (2) All of Contractor's procedures, records, and reports of programs and accounts shall be available for inspection by a duly authorized representative of the City. The materials shall be made available during regular business hours and not later than three (3) business days after request to do so. An independent audit of Contractor's financial records, paid for by Contractor, shall be furnished to the City upon request.
- (3) The Contractor agrees to on-site inspection of its facilities and/or programs by the City.
- (4) Improper use of funds provided by City may result in the termination of the Agreement, forfeiture of any outstanding monies to be provided by City, recovery of previous payments, recovery of bond payments, requirement for Contractor to provide an Employee Dishonesty Bond for future participation and/or disqualification of Contractor from future participation in grant programs offered or sponsored by or through City.
- (5) Programs, activities, employment opportunities, and other participatory events funded totally or partially by the City of Plano must be made available to all people regardless of race, color, religion, sex, age, national origin, disability, familial status, or political affiliation.
- (6) The Contractor and any person or organization it contracts with shall comply with all applicable laws, regulations, ordinances, and codes of the United States of America, the State of Texas, and the City of Plano.
- (7) The Contractor shall comply with all Federal, State and Local conflict of interest laws, statutes, and regulations; these laws shall apply to all parties and beneficiaries under this Agreement as well as to all officers, employees, and agents of City.
- (8) None of the funds, materials, property, or services provided directly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or for publicity, lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Texas, the City Council of the City of Plano, or any other political body.
- (9) The City shall have the right to review any and all of Contractor's agreements and contracts prior to execution by the Contractor. City further has the right to require the modification, addition, or deletion of such terms and conditions in Contractor's agreements or contracts as it deems necessary to protect the City's interests.

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- (10) For a non-profit corporation in existence for more than one (1) year at the time of the execution of this Agreement, Contractor agrees to provide a sworn statement attesting to the fact that the status of the Contractor is currently valid as a non-profit corporation. All corporations must be in good standing with the Texas Secretary of State.

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SAMPLE AGREEMENT
EXHIBIT "C"

SPECIAL CONDITIONS

The Contractor agrees to the following special conditions:

Public safety for the event will be provided by the Plano Police personnel under the direction of the Plano Police Chief or the Police Chief's designee.

Expenses for City services, i.e., Police, Parks and Recreation, Fire, and Public Works Departments will be appropriated by the City in the amounts listed on the chart below. These expenses shall be considered a part of the grant by the City.

Police	\$ 35,282
Parks	\$ 33,670
Fire	\$ 25,605
Environmental Waste	\$ 3,394
Public Safety Communications	\$ 4,400
Plano Centre Rental	\$ 8,500
Telecommunications	\$ 500
Traffic/Signals	\$ 750
Golf Carts	\$ 1,200
Oak Point Park Rental	\$ 6,600
TOTAL	\$ 119,901

The event shall not be charged by City departments for planning or administrative time performed during regular business hours.

The Contractor must show evidence of all incurred expenses for funds received under this Agreement.

Any surplus of City contributed funds following payment of all qualified expenses shall be remitted to the City of Plano.

Settlement of all qualified expenses and return of surplus funds to the City of Plano shall occur no later than sixty (60) days after the event end date.

The event shall be considered an officially sponsored event of the City of Plano, and as such follow and be subject to all regulations and guidelines of other City of Plano events.

The event shall reserve one (1) voting seat on its Board of Directors or planning committee for an official representative of the City of Plano, designated by the City Manager.

Public Service booth space will be provided by the event to the City of Plano and its departments at no charge subject to space availability.

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SAMPLE AGREEMENT

The event shall require all vendors to comply with applicable laws and regulations and publicly display all appropriate health, fire, sales tax, or other permits.

The event shall provide adequate handicapped parking or transportation.

The event will be responsible for application and completion of the Special Event Permit as proscribed by ordinance.

m-20

SAMPLE AGREEMENT

EXHIBIT "D"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Contractor

By:

Signature

Print Name

Title

Date

STATE OF _____

§
§
§

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 200_.

Notary Public, State of _____

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SAMPLE AGREEMENT

EXHIBIT "E"**INSURANCE**

Contractor shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Contractor, its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The Contractor shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence" form CG 0001). Coverage will include: A) Premises - Operations, B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: They City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insureds" in respect to liability arising out of any activities performed by or on behalf of the Contractor. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Contractor's insurance coverage shall be primary and any insurance or self-insurance shall be in excess of the Contractor's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards the workers compensation policy.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poors rating of A or better.

The Contractor shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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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: 11/27/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Library Administration (681)		Initials	Date
Department Head	Joyce Baumbach	Executive Director		
Dept Signature:	<i>Joyce Baumbach</i>	City Manager	<i>[Signature]</i>	11-13-07
Agenda Coordinator (include phone #): Mary Ann Dunnivant (Ext. 4208)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approving the terms and conditions of an Interlocal Cooperation Agreement For Library Services by and between the City of Plano and Denton County, Texas providing the terms and conditions for receipt of funding in the amount of \$11,200 from Denton County; authorizing the City Manager or his designee to take such action and execute such documents as necessary to effectuate the agreement herein; 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: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	11,200	0	11,200
BALANCE	0	11,200	0	11,200
FUND(S): GENERAL FUND				
COMMENTS: Approval of this Interlocal Cooperative Agreement will result in \$11,200 in revenue from Denton County. The total amount received will be used for the purchase of library services by and between the City of Plano and Denton County.				
STRATEGIC PLAN GOAL: This interlocal agreement to provide library services for Denton County residents relates to the City's Goals of Service Excellence and Premier City in which to live.				
SUMMARY OF ITEM				
Approval of this Interlocal Cooperation Agreement for Library Services between the City of Plano and Denton County is requested for receipt of funding in the amount of \$11,200 from Denton County.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
1. Interlocal Cooperation Agreement for Library Services is attached as Exhibit "A" to the Resolution.				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES BY AND BETWEEN THE CITY OF PLANO AND DENTON COUNTY, TEXAS PROVIDING THE TERMS AND CONDITIONS FOR RECEIPT OF FUNDING IN THE AMOUNT OF \$11,200 FROM DENTON COUNTY; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO TAKE SUCH ACTION AND EXECUTE SUCH DOCUMENTS AS NECESSARY TO EFFECTUATE THE AGREEMENT HEREIN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Cooperation Agreement For Library Services by and between the City of Plano, Texas, and Denton County, Texas, (see Exhibit "A") providing terms and conditions for receipt of funding from Denton County, Texas in the amount of \$11,200; 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.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. 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

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STATE OF TEXAS,

§
§
§

PLANO PUBLIC LIBRARY SYSTEM

COUNTY OF DENTON

**INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES**

THIS AGREEMENT is made and entered into by and between Denton County a political subdivision of Texas, hereinafter referred to as "**COUNTY**," and the City of Plano, a Municipality of Denton County, Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the City of Plano is a duly organized **MUNICIPALITY** of Denton County, Texas engaged in the provision of library service and related services for the benefit of the citizens of **MUNICIPALITY**; and

WHEREAS, COUNTY has requested, and **MUNICIPALITY** has agreed, to provide library services for all residents of **COUNTY**; and

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of V.T.C.A., Government Code Chapter 791, the Interlocal Cooperation Act; and V.T.C.A., Local Government Code Chapter 323, County Libraries.

NOW, THEREFORE, COUNTY and **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2007, through September 30, 2008.

II.

For the purposes and consideration herein stated and contemplated, **MUNICIPALITY** shall provide library services for the residents of **COUNTY** without regard to race, religion, color, age, disability and/or national origin. Upon proper proof by individual(s) of residence in **COUNTY**, Texas, such individual(s) shall be entitled issuance, at no cost, a library card to be used in connection with said library services.

MUNICIPALITY shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.

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2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

COUNTY designates the County Judge to act on behalf of **COUNTY** and serve as liaison officer for **COUNTY** with and between **COUNTY** and **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of **COUNTY'S** employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

MUNICIPALITY shall designate **JOYCE BAUMBACH** to act on behalf of **MUNICIPALITY** and to serve as liaison officer of **MUNICIPALITY** with and between **MUNICIPALITY** and **COUNTY** to insure the performance of all duties and obligations of **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. **JOYCE BAUMBACH** shall provide management of **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

MUNICIPALITY shall provide to **COUNTY** a copy of the annual report submitted to the Texas State Library and shall respond to **COUNTY'S** annual questionnaire as documentation of **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures, and for the coordination of all work performed under the terms and conditions of this

Agreement; shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the MUNICIPALITY stated in this Agreement; and shall give all attention necessary for such proper supervision and direction.

VI.

The MUNICIPALITY agrees that its library department shall assume the functions of a COUNTY library and to provide a librarian who meets the requirements of the MUNICIPALITY'S job description.

VII.

The COUNTY and MUNICIPALITY agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The MUNICIPALITY understands and agrees that the MUNICIPALITY, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents and/or representatives of the COUNTY.

The COUNTY and MUNICIPALITY acknowledge and agree that COUNTY and MUNICIPALITY do not waive any sovereign or governmental immunity available to COUNTY and MUNICIAPLITY under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither MUNICIPALITY nor COUNTY waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either COUNTY or MUNICIPALITY to the following addresses:

The address of COUNTY is:

County Judge, Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

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The address of the **MUNICIPALITY** is: The City of Plano through
Plano Public Library System
2501 Coit Rd.
Plano, Texas 75075
Attention: Joyce Baumbach
Telephone: 972-769-4208

X.

For the full performance of the services above stated, **COUNTY** agrees to pay **MUNICIPALITY** fees as described herein. **COUNTY** shall pay **MUNICIPALITY** fees in the amount of **SIX THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$6,200.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to **MUNICIPALITY** commencing October 1, 2007. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, **COUNTY** agrees to pay **MUNICIPALITY** an amount not to exceed **FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)** in matching funds upon the following conditions:

1. **MUNICIPALITY** shall attempt to secure funding from sources other than **COUNTY**.
2. Upon receipt of additional funding, **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on a quarterly basis.
3. **COUNTY** shall match **MUNICIPALITY'S** additional funding in an amount not to exceed \$10,000.
4. Payment by **COUNTY** to **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of **COUNTY**, and payment shall be satisfied from current revenues of the **COUNTY**.

The **COUNTY** has reviewed the **MUNICIPALITY'S** Library Internet usage operating procedures and finds them in compliance. The **MUNICIPALITY** agrees to keep their Internet policy (See Attachment A attached hereto and incorporated herein for all intents and purposes) in effect for the duration of this agreement.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the

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event of such termination, should MUNICIPALITY be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, COUNTY shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire and integrated Agreement between MUNICIPALITY and COUNTY and supersedes all prior negotiations, representations and/or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both MUNICIPALITY and COUNTY.

XIII.

The validity of 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. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED in triplicate originals in Denton County, Texas, by the authorized representatives.

COUNTY

By _____
Mary Horn, County Judge
Denton County, Texas

Acting on behalf of and by the
authority of the Commissioners
Court of Denton County, Texas

MUNICIPALITY

By _____
Name: _____ Thomas H. Muehlenbeck
Title: _____ City Manager

City Council Meeting
Dated _____

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ATTEST:

ATTEST:

By _____
Denton County Clerk

By _____
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY _____
Assistant District Attorney

BY _____
City Attorney

APPROVED AS TO CONTENT:

BY _____
Director, Library Services

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Denton County under this contract.

James Wells, Denton County Auditor

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205 Internet Policy

(Approved by the Library Advisory Board October 6, 1999)

205.1 **Mission Statement**

The Plano Public Library System ("Library") is to provide and promote open access to cultural, intellectual and informational resources that will enrich and enlighten all segments of our community.

205.2 **Internet Policy**

The Internet is a resource that enables the Library to provide the public access to information beyond the confines of its own collection. Currently, it is an unregulated medium and, while it makes available material that is personally, professionally, culturally and educationally enriching, it also enables the user to access material that may be inaccurate, misleading, offensive, disturbing, and/or illegal.

The Library is not a full service Internet provider. Services which will not be available include, but are not limited to, newsgroups, chatlines, and personal electronic mail accounts. Patrons will not be permitted to load their own software.

The City of Plano disclaims any responsibility to monitor for, or prevent viruses that may be transmitted electronically. Patrons are advised to take precautions for eliminating viruses or other software corruption.

The City of Plano does not promote or condone the use of its computer system for illegal purposes and expressly prohibits the same as well as accessing illegal sites. Further, the City finds there is material on the Internet, while not obscene, is not appropriate for minors due to explicit sexual descriptions or graphics. The City recognizes that minors utilize all Library resources, including Internet, outside of their parents' presence. The City of Plano, through the Library, has a compelling interest to assist parents in protecting the welfare of minors* who are vulnerable and unable to make critical decisions in an informed and mature manner, particularly when viewing illegal material on the Internet. To address these concerns, all but one computer in each library has filtering devices for the purpose of blocking illegal materials for all users including materials that are harmful to minors in accordance with state law.**

Anyone wishing to utilize the Internet must possess a Plano library card. Minors must have a parent make an election for filtering, if any, the child may use. Minors whose parents allowed them to have unrestricted Internet use and adults may access the unfiltered computer if the site(s) desired is not available on the filtered computer.

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Exhibit "A" to Interlocal Cooperation Agreement for Library Services Page 2 of 2

Even filters cannot insure that obscene and other illegal materials are not available. Due to the Internet capability to constantly change and establish new sites, user expertise, and other technology, it is still possible to access illegal, obscene or offensive sites. The City of Plano makes no guarantee that such access will not occur even with the use of filters. The selection of a filtering program is solely within the discretion and judgment of the City. Users must accept responsibility for information displayed or printed during their Internet session.

The City of Plano cannot guarantee that access to sites containing adult entertainment, pornography or illegal activities will be blocked. The City of Plano expressly disclaims any liability or responsibility resulting from the use of its computer system or selection of a filtering program.

*Minors – Persons who are under 18 years of age

**Illegal materials are those that meet the definition of obscenity and harmful materials to minors as defined by the Texas Penal Code Sections 43.21 and 43.24 as follows

The Texas Penal Code defines obscenity as:

“Material the average person applying contemporary community standards would find that taken as a whole, it appeals to prurient interest in sex; and depicts or describes patently offensive representation or descriptions of:

Ultimate sexual acts, normal or perverted, actual or simulated, including sexual intercourse, sodomy, and sexual bestiality; or,

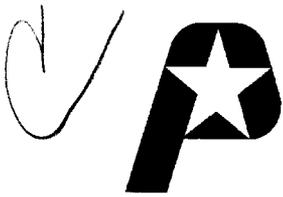
Patently offensive representations or description of masturbation, excretory functions, sadism, masochism, lewd exhibition of the genitals, the male or female genitals in a state of sexual stimulation or arousal, covered male genitals in a discernible turgid state or a device designed and marketed as useful primarily for stimulation of the human genital organs; and,

Taken as a whole, lacks serious literary, artistic, political or [note] and scientific value.”
T.P.C. 43.21.

The Texas Penal Code defines material harmful to minors as material whose dominant theme taken as a whole:

- Appeals to the prurient interest of a minor in sex, nudity, or excretion;
- Is patently offensive to prevailing standards in the adult community as a whole with respect to what is suitable for minors; and,
- Is utterly without redeeming social value for minors. T.P.C. 43.24

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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:	11/27/07	Reviewed by Legal <i>LS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan Unchurch	Executive Director	<i>[Signature]</i>	11/19/07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	11/19/07
Agenda Coordinator (include phone #):		Irene Pegues (7198)	<i>[Signature]</i>	
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				
Interlocal Agreement between the City of Plano and the North Texas Municipal Water District (NTMWD) for the design and construction of a wastewater force main to be constructed in conjunction with Plano's Chaparral Road Widening project.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" 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	2,347,514	0
BALANCE		0	2,347,514	0
FUND(s): SEWER CIP				
COMMENTS: This item allows the City to enter into an interlocal agreement with the North Texas Municipal Water District for the Chaparral Wastewater Force Main project. If this request is approved, NTMWD will remit to the City, \$2,347,514 for design and construction of a wastewater force main in conjunction with Chaparral Road Widening project.				
STRATEGIC PLAN GOAL: Interlocal agreements for sewer main construction relates to the City's Goals of Livable and Sustainable Community.				
SUMMARY OF ITEM				
The NTMWD has requested that Plano add the design and construction of a wastewater force main to our Chaparral Road Widening project. They will pay all costs associated with the design and construction of the force main.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

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 AND NORTH TEXAS MUNICIPAL WATER DISTRICT FOR THE DESIGN AND CONSTRUCTION OF A WASTEWATER FORCE MAIN IN CONJUNCTION WITH PLANO'S CHAPARRAL ROAD WIDENING PROJECT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Agreement by and between the City of Plano, Texas, and North Texas Municipal Water District, for the design and construction of a wastewater force main in conjunction with Plano's Chaparral Road Widening project, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence an Executive Director, should be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

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

02

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

The State of Texas }
County of Collin }

**INTERLOCAL AGREEMENT
FOR
UPPER EAST FORK INTERCEPTOR SYSTEM
UPPER ROWLETT CREEK PARALLEL FORCE MAIN
PROJECT NO. 121**

WHEREAS, the City of Plano, Texas, hereinafter called "*City*" and the North Texas Municipal Water District, hereinafter called "*NTMWD*" desire to enter into an agreement for funding of the design of a wastewater force main from Upper Rowlett Lift Station to Upper Cottonwood Lift Station predominantly within the right-of-way of Chaparral Road, hereinafter called the "*Project*," and,

WHEREAS, the *Project* is needed to meet the increased wastewater flows of the *NTMWD* Upper East Fork Interceptor System, of which the *City* is a participant; and,

WHEREAS, the construction of the *Project* in conjunction with the *City's* Chaparral-Avenue K to East City Limits Project No. 5791 will lessen the inconvenience of and impact on the surrounding neighborhoods, and a joint construction contract with *NTMWD* can be expected to be a cost saving measure for both parties; and,

WHEREAS, the *NTMWD* Board of Directors has approved funding for the design of the *Project*; and,

WHEREAS, the construction cost will be considered by the *NTMWD* Board of Directors for award upon receipt of bids for the project; and,

NOW, THEREFORE, THIS AGREEMENT is hereby made and mutually entered into by the *City* and *NTMWD* for the mutual consideration stated herein as follows:

WITNESSETH:

ARTICLE I.

NTMWD hereby agrees to the following:

1. Provide all costs associated with the *Project*, which includes \$147,514 to the City for *NTMWD's* obligation for the project design. The estimated amount for construction is \$2.2 million.
2. At the request of the *City*, and prior to bid award, transmit to the *City* the *NTMWD's* project funding obligation for construction cost. The *NTMWD's* obligation shall be based on unit price bid by the lowest qualified construction contractor to whom the *City* shall approve and award the overall project construction contract. The scope of this *Project* shall be identified as separate line items or additive alternative bid items of which *NTMWD* may opt to award any combination including none.

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- 3. Funding for any private easements required for construction of the *Project*, and for inspection of the *Project* construction will be funded separately by *NTMWD* from this Interlocal Agreement.

ARTICLE II.

The *City* hereby agrees to the following:

- 1. Provide for the engineering, plans, specifications, construction and administration of the *Project*.
- 2. Allow the *NTMWD* representative to review preliminary and final draft plans, specifications and cost estimates relating to the *Project*, and coordinate with the *City* and *City's* engineering consultant to define scope and alternatives related to the *Project* throughout the design process.
- 3. Allow the *NTMWD* representative (or inspector) access at any time to inspect areas of work being performed for *NTMWD* and provide direct comments to the *City* project engineer.
- 4. Conduct a final inspection with the *NTMWD* representative of the areas of work being provided for *NTMWD* and allow for subsequent inspection to verify that construction discrepancies have been corrected prior to final payment on the *Project*.

ARTICLE III.

The *City* and *NTMWD* agree that if the amount of *NTMWD's* fund obligation for the *Project* is insufficient, *NTMWD*, upon request of the *City*, will supplement the requested amount and transmit the *NTMWD's* obligation to the *City*.

ARTICLE IV.

The *City* and *NTMWD* agree that *NTMWD's* final funding obligation for the *Project* shall be based on the final construction costs and design services for the *Project*.

Executed this _____ day of _____, 2007, by the City of Plano, pursuant to City Council Resolution No. _____, and executed this ____ day of _____, 2007, by North Texas Municipal Water District.

CITY OF PLANO, TEXAS

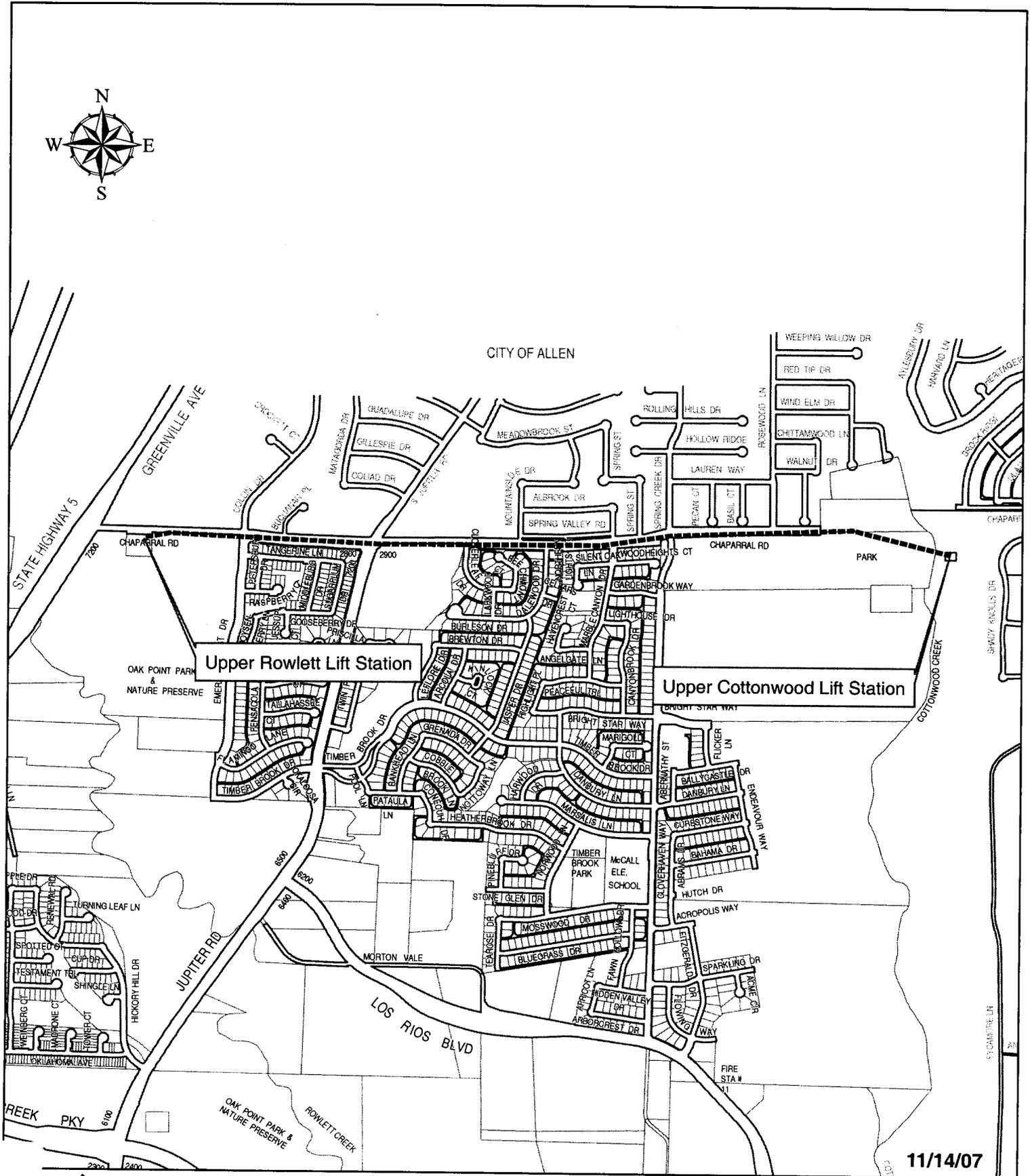
Thomas Muehlenbeck, City Manager

NORTH TEXAS MUNICIPAL WATER DISTRICT

James M. Parks, Executive Director

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Chaparral Road Force Main



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Location Map

**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:	11/27/07	Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>[Signature]</i>	11/27/07
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	11/27/07
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>[Signature]</i>		
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 an Interlocal Cooperative Agreement by and between the City of Plano and the City of Allen, Texas, for the improvements to Alma Drive from Rowlett Creek to Tatum Drive; 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 type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" 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	238,879	0
BALANCE		0	238,879	0
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: This item allows the City to enter into an interlocal agreement with the City of Allen for the Alma Drive –Spicewood to Rowlett Creek project. If this request is approved, Allen will remit to the City \$238,879 for widening of Alma Drive from Rowlett Creek to Tatum Drive.				
STRATEGIC PLAN GOAL: Interlocal agreements for street improvements relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
The City of Allen has requested that Plano add the widening of Alma Drive from Rowlett Creek to Tatum Drive with our proposed widening of Alma Drive. They will pay all costs of design and construction.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

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 AND CITY OF ALLEN, TEXAS, CONCERNING IMPROVEMENTS TO ALMA DRIVE FROM ROWLETT CREEK TO TATUM DRIVE; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council has been presented a proposed Interlocal Agreement by and between the City of Plano, Texas, and City of Allen, Texas, concerning improvements to Alma Drive from Rowlett Creek to Tatum Drive, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or in his absence an Executive Director, should be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

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

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**INTERLOCAL AGREEMENT
BETWEEN CITY OF PLANO AND CITY OF ALLEN
CONCERNING THE IMPROVEMENTS TO ALMA DRIVE
FROM ROWLETT CREEK TO TATUM DRIVE**

THIS AGREEMENT is made between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter referred to as "Plano") and the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation (hereinafter referred to as "Allen"), acting by and through their City Managers or their duly authorized representatives, as follows:

WITNESSETH:

WHEREAS, Plano and Allen (hereinafter the "parties") desire to enter into an agreement concerning the widening of Alma Drive from Rowlett Creek to Tatum Drive, in the City of Allen, Collin County, Texas, and for the payment of the costs thereof (hereinafter the "Project"); and

WHEREAS, the City of Plano has plans to widen Alma Drive, within its current city limits, from Spicewood Drive to Rowlett Creek; and the City of Allen has requested that widening of Alma Drive, within the city limits of Allen, be added to the work to be performed by the City of Plano; and

WHEREAS, the Interlocal Cooperation Act (Texas Government Code Chapter 791) authorizes any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the construction, reconstruction and widening of Alma Drive is a governmental function which will benefit the citizens of both parties; and

WHEREAS, the parties will have current funds available to satisfy their obligations at the time those obligations become due; and

WHEREAS, the parties have determined that the Alma Drive improvements may be constructed most expeditiously and economically by implementing this Agreement as set forth below.

NOW, THEREFORE, this Agreement is made and entered into by Plano and Allen for the mutual consideration stated herein.

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ARTICLE ONE
Project Improvements

The parties agree that the City of Plano will add to design and construction of the following improvements to its Alma Drive widening project:

1. Widen the northbound side of Alma Drive from Rowlett Creek to Tatum Drive from two lanes to three lanes.
2. Add a southbound right-turn lane at Hedgecoxe Road for westbound traffic.

ARTICLE TWO
Design

The City of Plano shall arrange and coordinate the design and construction of the improvements as provided above. All improvements shall be designed to meet or exceed current design standards and shall be constructed in accordance with the plans and specifications approved by the parties.

ARTICLE THREE
Construction Contract

The City of Plano shall prepare plans and specifications for the improvements, accept bids, award a contract to construct the improvements and administer the construction contract. In all such activities, Plano shall comply with all state law requirements. Plano will also provide Allen with a copy of the executed construction contract.

ARTICLE FOUR
Duties and Payment

Allen will reimburse Plano for all costs associated with the public improvements listed in Article One.

ARTICLE FIVE
Maintenance Responsibility

The parties agree that upon completion of the Plano improvements and acceptance of the public improvements herein, Allen will be solely responsible for the maintenance of those public improvements in Article One and for the northbound section of Alma Drive north of Hedgecoxe Road.

ARTICLE SIX
Funding

Plano and Allen agree that the party paying for the performance of governmental functions or services shall make those payments only from current revenues legally available to the paying party at the time the payment becomes due.

ARTICLE SEVEN
Term

This Agreement shall be effective upon approval by the City Council and subsequent execution by the City Manager of each party. The effective date will be the later of the dates this Agreement is executed by the parties. This Agreement shall continue in effect annually until all obligations hereunder are completed and each party has given final acceptance of the Project, in writing, to the other party. This Agreement shall automatically renew annually during this period.

ARTICLE EIGHT
Hold Harmless

8.01 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, attorney's fees, including all expenses of litigation or settlement, or cause 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.

8.02 In the event of joint or concurrent negligence of the parties, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to either party individually under Texas law. Plano shall be responsible for its sole negligence. Allen shall be responsible for its sole negligence. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE NINE
Immunity

It is expressly understood and agreed that, in the execution of this agreement, neither party waives, nor shall be deemed hereby to have waived

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any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

ARTICLE TEN
Notices

All notices required under the provisions of this Agreement must be in writing, hand-delivered or sent by registered or certified mail to the addresses below:

Plano: City of Plano, Texas
Attention: Alan Upchurch, City Engineer
P. O. Box 860358
Plano, TX 75086-0358

With copy to: City of Plano, Texas
Attention: City Attorney
P. O. Box 860358
Plano, TX 75086-0358

Allen: City of Allen, Texas
Attention: John Baumgartner, City Engineer
305 Century Parkway
Allen, TX 75013

With copy to: City of Allen, Texas
Attention: Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith
1800 Lincoln Plaza
Dallas, Texas 75201

The name and address for notification may be changed by notice to the other party.

ARTICLE ELEVEN
Severability

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

ARTICLE TWELVE
Successors and Assigns

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

ARTICLE THIRTEEN
Venue

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

ARTICLE FOURTEEN
Interpretation

This is a negotiated document and should any part of this Agreement be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

ARTICLE FIFTEEN
Remedies, Non-Waiver

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 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.

**ARTICLE SIXTEEN
Entire Agreement**

This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

ATTEST:

CITY OF PLANO, TEXAS

By: _____
Name: Diane Zucco
Title: City Secretary
Date: _____

By: _____
Name: Thomas H. Muehlenbeck
Title: City Manager
Date: _____

Executed on behalf of the City of Plano pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Diane Wetherbee
Title: City Attorney
Date: _____

ATTEST:

CITY OF ALLEN, TEXAS

By: _____
Name: _____
Title: City Secretary
Date: _____

By: _____
Name: Peter H. Vargas
Title: City Manager
Date: _____

Executed on behalf of the City of Allen pursuant to City Council Resolution No. _____

APPROVED AS TO FORM:

By: _____
Name: Peter G. Smith
Title: City Attorney
Date: _____

ACKNOWLEDGMENTS

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 municipal corporation.

Notary Public, State of Texas

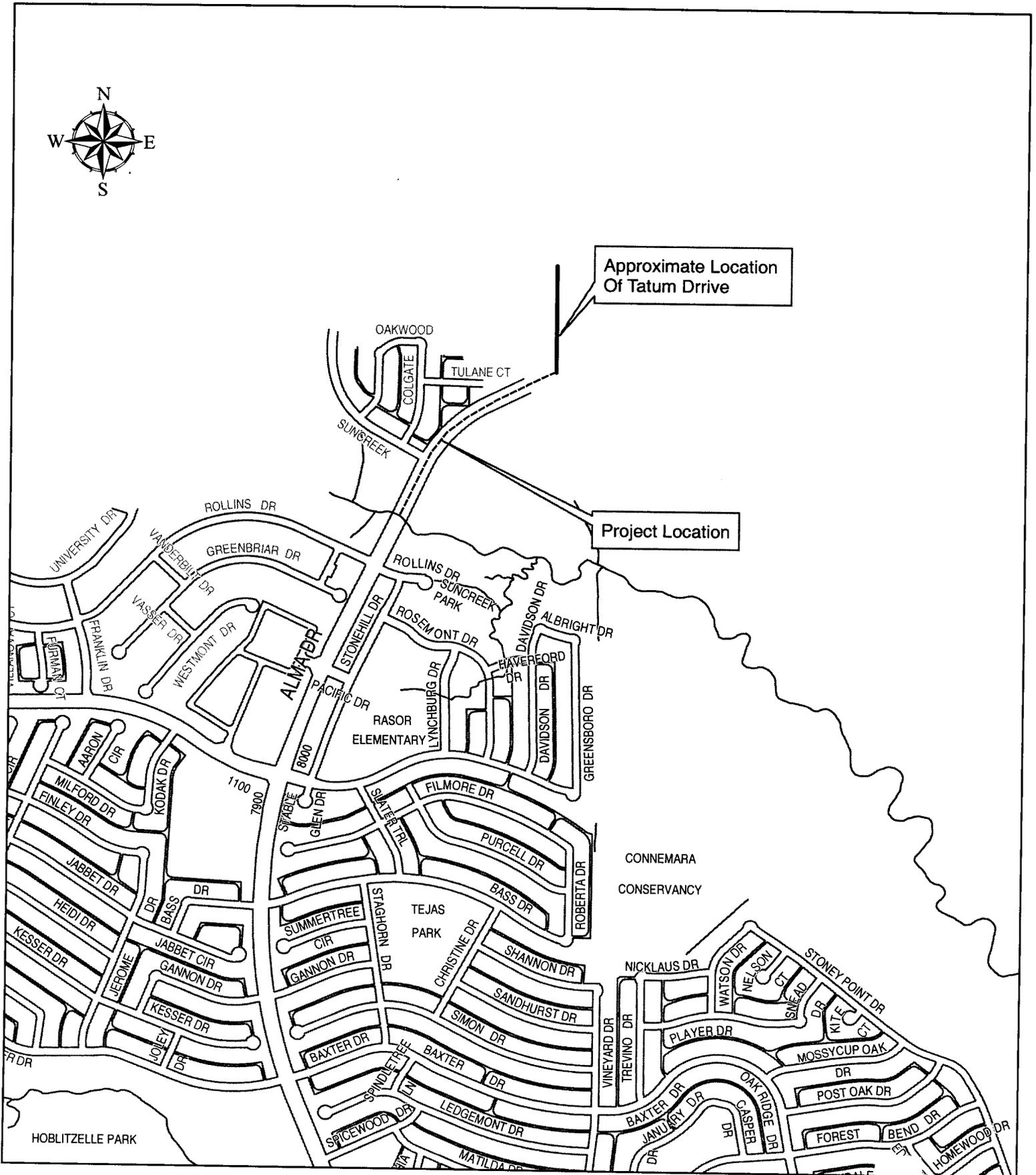
STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2007, by **PETER H. VARGAS**, City Manager of the **CITY OF ALLEN, TEXAS**, a home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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ALMA DRIVE WIDENING



LOCATION MAP

11/1/07
P-11

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

JS

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 <i>ML</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	11/27/07		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		Executive Director	<i>[Signature]</i>	<i>11/15/07</i>
Dept Signature:	<i>P. Jarrell</i>		City Manager	<i>[Signature]</i>	<i>11/16/07</i>
Agenda Coordinator (include phone #): Lynn Trotter, ext. 7156					

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 A PURCHASE OF GIS MAINTENANCE EXPENSES AS DESIGNATED IN QUOTATION NO. 25275847 IN THE TOTAL AMOUNT OF \$56,900 FROM ESRI, A SOLE SOURCE SUPPLIER OF SUCH EQUIPMENT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH PURCHASE; 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	86,889	0	86,889
Encumbered/Expended Amount	0	-989	0	-989
This Item	0	-56,900	0	-56,900
BALANCE	0	29,000	0	29,000

FUND(S): **GENERAL FUND**

COMMENTS: Funds are included in the 2007-08 Planning Department budget. This item, in the amount of \$56,900 will leave a current year balance of \$29,000 to be used for other GIS maintenance expenses.

STRATEGIC PLAN GOAL: GIS maintenance relates to the City's Goal of Service Excellence.

SUMMARY OF ITEM

The item is a sole source vendor item in the amount of \$56,900. The GIS software developer/vendor, Environmental Systems Research Institute (ESRI), holds all contracts and licensing of the use of their software. The item covers annual maintenance, support, and right-to-use licensing for the City's GIS software. The annual maintenance contract covers all GIS software in use within the City with the exception of Public Works, which is covered within their departmental budget.

List of Supporting Documents: Maintenance Quote #25275847 Resolution	Other Departments, Boards, Commissions or Agencies
--	--

2-1



ESRI Inc
380 New York Street
REDLANDS CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 09/04/2007
TO: Ron Reynolds
ORGANIZATION: CITY OF PLANO
PLANNING DEPT
FAX #: 972-941-7396 PHONE #: 972-941-7242
FROM: Erick Arial
FAX #: 909-307-3083 PHONE #: 888-377-4575 Ext. 3341
EMAIL: earial@esri.com

Number of pages transmitted
(including this cover sheet): 6

QUOTATION #25275847

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details about the maintenance program benefits for your licensing, please visit <http://gis.esri.com/software/maintenance/qualifying.cfm>

Customers who have multiple copies of some ESRI products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about ESRI Desktop terms and conditions, please visit http://www.esri.com/legal/pdfs/mla_e204_e300/english.pdf; for information about ESRI Server software, Developer software, or Web services terms and conditions, please visit <http://www.esri.com/legal/pdfs/mls.pdf>

Maintenance fees for ArcIMS, ArcSDE, and ArcGIS Server current with maintenance prior to December 31, 2006 have been transferred to the new ArcGIS Server 9.2 licenses. The ArcGIS Server 9.2 migration policy allows these transferred licenses to be eligible for maintenance fees with no increase in pricing for software maintenance. For detailed information regarding this policy, please visit <http://www.esri.com/software/maintenance/about/announcements.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575.

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**ESRI**

380 New York Street
 REDLANDS, CA 92373
 Phone: 888-377-45753341
 Fax #: 909-307-3083

Quotation

Date: 09/04/2007**Quotation Number:** 25275847**Send Purchase Orders To:**

ESRI, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Erick Arial

Please include the following remittance address on your Purchase Order:

ESRI Inc.
 File #54630
 Los Angeles, CA 90074-4630

CITY OF PLANO
 PLANNING DEPT
 1520 AVE K STE 250
 PLANO TX 75074
Attn: Ron Reynolds

Customer Number: 6245

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Product#	Unit Price	Extended Price
10	2	52384 ArcInfo Concurrent Use Primary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	3,000.00	6,000.00
1010	10	52385 ArcInfo Concurrent Use Secondary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	1,200.00	12,000.00
2010	1	52396 ArcCOGO Floating Primary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	500.00	500.00
3010	1	86497 ArcEditor Concurrent Use Primary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	1,500.00	1,500.00
4010	2	86500 ArcEditor Concurrent Use Secondary Maintenance Start Date: 12/22/2007	1,200.00	2,400.00

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Erick Arial**Ext:** 3341

[ARIALE]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

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ESRI

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45753341
Fax #: 909-307-3083

Quotation

Page 2

Date: 09/04/2007

Quotation Number: 25275847

Item	Qty	Product#	Unit Price	Extended Price
		End Date: 12/21/2008		
5010	3	86500 ArcEditor Concurrent Use Secondary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	1,200.00	3,600.00
6010	3	87194 ArcView Concurrent Use Primary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	700.00	2,100.00
7010	22	87195 ArcView Concurrent Use Secondary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	500.00	11,000.00
8010	1	87232 ArcGIS Spatial Analyst Concurrent Use Primary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	500.00	500.00
9010	1	87233 ArcGIS Spatial Analyst Concurrent Use Secondary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	200.00	200.00
10010	1	87198 ArcGIS 3D Analyst Concurrent Use Primary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	500.00	500.00
11010	2	93094 ArcView with Extension Single Use Primary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	1,000.00	2,000.00
12010	8	87193 ArcView Single Use Secondary Maintenance	300.00	2,400.00

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Issued By: Erick Arial

Ext: 3341

[ARIAL]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

2:4



ESRI

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45753341
Fax #: 909-307-3083

Quotation

Page 3

Date: 09/04/2007

Quotation Number: 25275847

Item	Qty	Product#	Unit Price	Extended Price
		Start Date: 12/22/2007 End Date: 12/21/2008		
13010	1	93303 ArcEditor Single Use Primary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	1,500.00	1,500.00
14010	1	87768 ArcLogistics Route without Data Annual Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	1,000.00	1,000.00
15010	1	100571 ArcGIS Network Analyst Concurrent Use Primary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	500.00	500.00
16010	1	100572 ArcGIS Network Analyst Concurrent Use Secondary Maintenance Start Date: 12/22/2007 End Date: 12/21/2008	200.00	200.00
17010	1	106548 ArcGIS Server Aggregated Migrated Maintenance Bundle	9,000.00	9,000.00
17080	3	106509 ArcGIS Server Standard Enterprise Up to Two Sockets Maximum Two Cores per Socket Migrated Maintenance Start Date: 12/22/2007 End Date: 12/21/2008		
17090	1	106510 ArcGIS Server Basic Enterprise Up to Two Sockets Maximum Two Cores per Socket Migrated Maintenance Start Date: 12/22/2007 End Date: 12/21/2008		

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Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Erick Arial

Ext: 3341

[ARIALE]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

2:5



ESRI

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45753341
Fax #: 909-307-3083

Quotation

Page 4

Date: 09/04/2007

Quotation Number: 25275847

Item	Qty	Product#	Unit Price	Extended Price
------	-----	----------	------------	----------------

Subtotal	56,900.00
Estimated Tax	0.00
Total	\$ 56,900.00

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Erick Arial

Ext: 3341

[ARIALE]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

2-6



ESRI

380 New York Street
REDLANDS, CA 92373
Phone: 888-377-45753341
Fax #: 909-307-3083

Quotation

Page 5

Date: 09/04/2007

Quotation Number: 25275847

Item	Qty	Product#	Unit Price	Extended Price
------	-----	----------	------------	----------------

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

To expedite your order, either attach a copy of this quotation to your purchase order when it is remitted to ESRI, or sign below and return this quotation to indicate your acceptance. ESRI's address and fax number are provided on the first page of this quotation.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax ESRI the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

By signing below, you are authorizing ESRI to issue a software support invoice in the amount of \$ _____ plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if ESRI does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

This quotation is valid for 90 days and is subject to your ESRI License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (ESRI).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. ESRI reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide ESRI with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Erick Arial Ext: 3341

[ARIALE]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

2:7

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A PURCHASE OF GIS MAINTENANCE EXPENSES AS DESIGNATED IN QUOTATION NO. 25275847 IN THE TOTAL AMOUNT OF \$56,900 FROM ESRI, A SOLE SOURCE SUPPLIER OF SUCH EQUIPMENT; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano desires to purchase GIS maintenance products as listed on ESRI Quotation No. 25275847; and

WHEREAS, the equipment must have complete compatibility and interface with previously acquired City equipment; and

WHEREAS, ESRI is the only authorized vendor within the area supporting the City of Plano GIS maintenance needs as listed on Quotation No. 25275847; and

WHEREAS, due to compatibility requirements, the City Council is of the opinion that the specialized equipment is available only from one source, ESRI, and therefore exempt from competitive bid as provided for in V.T.C.A. Local Government Code Section 252.022(a)(7).

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

Section I. The City Council hereby determines and finds that, due to the compatibility requirements, the expenditure authorized hereunder is exempt from competitive bid as a sole source as provided for in V.T.C.A. Local Government Code, Section 252.022(a)(7).

Section II. The City Manager or his designee is hereby authorized to take such action and/or execute such documents as necessary to effectuate the purchase of GIS maintenance expenses as designated in ESRI Quotation No. 25275847 for the sum of \$56,900 from ESRI, the sole source supplier of such materials.

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

DULY PASSED AND APPROVED THIS THE 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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Z:ORD/GIS/ESRI 07-08 (RR)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING AND AUTHORIZING THE REFUNDS OF PROPERTY TAX OVERPAYMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 31.11 of the Texas Property Tax Code authorizes refunds of certain payments of taxes upon application to the City; and

WHEREAS, under said Section 31.11 of the Texas Property Tax Code, refunds must be presented to the governing body of the taxing unit for approval; and

WHEREAS, the City Council has been presented a list of tax payments made, a copy of which is attached hereto, made a part hereof and marked Attachment "A", which payments are requested to be refunded because such payments were erroneous or excessive; and

WHEREAS, upon full review and consideration of the above, and all matters attendant and related thereto, the City Council is of the opinion that the tax payments should be refunded.

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, finds and determines that the tax payments listed in Attachment "A" were paid erroneously or were in excess of taxes due and shall be refunded in accordance with Section 31.11 of the Texas Property Tax Code.

Section II. The Tax Assessor/Collector for the City of Plano, Texas, or her designee, is hereby authorized to take the necessary action to effectuate the refunds approved under this Resolution.

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

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

r:3



**KENNETH L. MAUN
TAX ASSESSOR COLLECTOR**

COLLIN COUNTY
1800 N. GRAVES ST., STE 170
P.O. Box 8006
McKinney, TX 75070-8006
(972) 547-5020
METRO (972) 424-1460 ext. 5020
FAX (972) 547-5053
Email: taxassessor@co.collin.tx.us

October 23, 2007

Plano City
Karen Rhodes
P.O. Box 860358
Plano, TX 75086-0358

Dear Ms. Rhodes:

Please place a request for approval of the following "Overpayment Refund Listing" on the agenda for the next Plano City Council Meeting. The amount of refunds requested for the overpayment listings is: **\$3,045.42**

Each listing and the amounts are as follows:

OPAP#1		OPAP#8
OPAP#2	\$3,045.42	OPAP#9
OPAP#3		OPAP#10
OPAP#4		OPAP#11
OPAP#5		OPAP#12
OPAP#6		OPAP#13
OPAP#7		OPAP#14

The listings represent refunds caused by overpayments.
All requests for refunds of ad valorem taxes are substantiated by documentation that is available upon request.

Please notify our office upon Council approval so that we may issue and mail the checks.

If you have any questions, please let me know.

Sincerely,

Kenneth L. Maun
Tax Assessor Collector

KLM:br
Enclosure

r 4



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	11/27/2007		Reviewed by Legal <i>js</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date	
Department Head	John McGrane		Executive Director		
Dept Signature:	<i>John McGrane</i>		City Manager		
Agenda Coordinator (include phone #):	Brianna Alvarado X7479				

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 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND KRYPTON SOLUTIONS, LLC., A TEXAS LIMITED LIABILITY CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND 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	9,043,750	0	9,043,750
Amount Committed by Council	0	-200,000	-756,250	-956,250
This Item	0	-40,000		-40,000
BALANCE	0	8,803,750	-756,250	8,047,500

FUND(s):

COMMENTS: The Buisness Personal Property is estimated to have an approximate taxable value of not less than \$100,000 and the real property \$2,100,000 in taxable value.

SUMMARY OF ITEM

A request by Krypton Solutions, LLC., a Texas Limited Liability Corporation, for an economic development incentive for the \$2,100,000 property improvements and \$100,000 in business personal property.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND KRYPTON SOLUTIONS,LLC., A TEXAS LIMITED LIABILITY CORPORATION, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and Krypton Solutions, LLC., a Texas Limited Liability Corporation to promote state and local economic development and to stimulate business and commercial activity in the City and County, 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 License Agreement.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

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

DULY PASSED AND APPROVED this the 27th day of November 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Krypton Solutions, LLC., a Texas Limited Liability Corporation, (hereinafter referred to as the "Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of printed circuit board assembly; and

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

WHEREAS, Company agrees to invest Two Million One Hundred Thousand Dollars (\$2,100,000.00); occupy 30,000 square feet of office space located at real property described in Exhibit A (the "Property"); add One Hundred Thousand Dollars (\$100,000.00) in new personal property improvements, and retain 23 job equivalents currently located in the City of Plano add 8 additional new job equivalents, and maintain all 31 job equivalents for the full term of the agreement; and

WHEREAS, the investment in new real and personal property and the transfer of 31 full time jobs to the City of Plano will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

**Article I
Definitions**

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

"Commencement Date" shall mean the earlier of the occupancy of the Property or December 31, 2008, whichever occurs first.

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

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until December 31, 2017, unless sooner terminated as provided herein.

**Article III
Obligations of Company**

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

(a) Complete construction of improvements to and occupancy of the "Property" on or before December 31, 2008 at a cost of not less than Two Million One Hundred Thousand Dollars (\$2,100,000);

(b) Invest One Hundred Thousand Dollars (\$100,000.00) in new personal property improvements at the Property on or before December 31, 2008;

(c) Retain 23 job equivalents currently located in the City of Plano, add 8 additional new job equivalents on or before April 1, 2009 and maintain the 31 job equivalents on the Property until December 31, 2017; and

(d) Use reasonable efforts to utilize Plano hotels as preferred locations for any company sponsored events that involve over-night stays.

**Article IV
Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a one-time cash grant of Forty Thousand Dollars (\$40,000.00) for relocation expenses and the retention, creation and maintenance of a total of 31 full time job equivalents on the Property from December 31, 2008 to December 31, 2017.

4.02 **Grant Payments.** Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company completes the real and personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "B" that it has met its obligations as set forth in Article III above.

4.03 **Refunds.** (a) In the event the Company allows new job equivalents at the Property to fall below 31 for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to One Thousand Two Hundred and Ninety Dollars (\$1,290.00) for each job equivalent that falls below 31. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by January 31, 2010 and by January 31 of each year thereafter during the term of this agreement the actual number of full time job equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "C". All refunds under this Agreement shall be due within 30 days of written demand for payment.

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

**Article V
Termination**

5.01 This Agreement terminates upon any one or more of the following:

- (a) By mutual written agreement of the parties;
- (b) Upon expiration of the Term;
- (c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after

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written notice thereof (provided that such thirty (30) day period shall be extended if the default of a nature that cannot reasonably be cured within such thirty (30) day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

**Article VI
Miscellaneous**

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

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

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

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

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

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With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
Plano, Texas 75086-0358

If intended for the Company (if before the relocation):
Krypton Solutions, LLC.
Attention: Mr. Pankaj Pete Patel
2600 Technology Drive, Suite 200
Plano, Texas 75074

If intended for the Company (if after the relocation):
Krypton Solutions
Attention: Mr. Pankaj Pete Patel
2600 Technology Drive, Suite 200
Plano, Texas 75074

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

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

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

6.08 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this 27th day of November, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

KRYPTON SOLUTIONS LLC., a Texas Limited Liability Corporation

BY: _____
Surenda Patel
President

EXHIBIT "A"
THE PROPERTY
(sheet 1 of 2)

FIELD NOTES

Being a tract of land situated in the J.B. Roundtree Survey, Abstract No. 759, the City of Plano, Collin County, Texas, and being part of that tract of land described in deed to Argent Plano Realty, L.P. recorded in Volume 4850, Page 1586, Deed Records of Collin County, Texas (D.R.C.C.T.), and being part of Block 10 of the Central Plano Industrial Park, Phase III, an addition to the City of Plano, Texas as recorded in Cabinet C, Page 187, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped 'Haff Associates, Inc.' (hereinafter referred to as 'with cap') found in the south right-of-way line of Summit Avenue (a 60-foot right-of-way at this point) for the northeast corner of said Block 10 and the northwest corner of Block 9, of the Central Plano Industrial Park, Phase III, an addition to the City of Plano as recorded in Cabinet K, Page 258 (P.R.C.C.T.), said point also being North 89 degrees 47 minutes 30 seconds West, a distance of 509.58 feet from an 'X' found in the concrete at the intersection of the said south right-of-way line of Summit Avenue and the west right-of-way line of Klein Road (a 60 foot right-of-way);

THENCE North 89 degrees 47 minutes 30 seconds West, along the south right-of-way line of said Summit Avenue and along the north line of said Block 10, a distance of 320.00 feet to a P.K. nail found for the POINT OF BEGINNING;

THENCE South 00 degrees 12 minutes 30 seconds West, departing said south right-of-way line and said north line of Block 10, a distance of 480.00 feet to a 1/2-inch iron rod with cap found for corner;

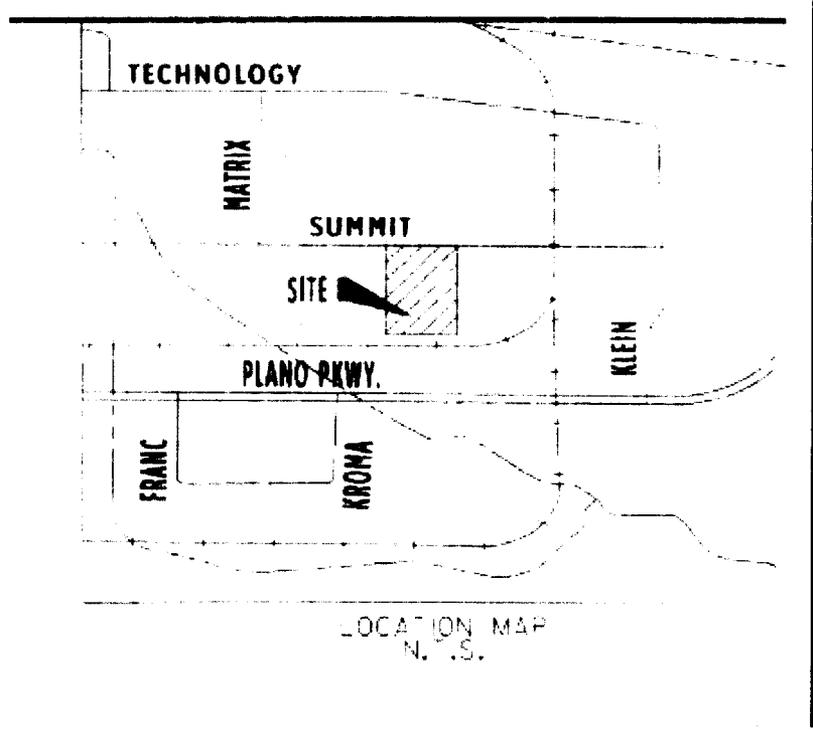
THENCE North 89 degrees 47 minutes 30 seconds West, a distance of 376.08 feet to a 1/2-inch iron rod with cap set for corner on the west line of said Block 10;

THENCE North 00 degrees 12 minutes 30 seconds East, along said west line, a distance of 480.00 feet to a 1/2-inch iron rod with cap found for the northwest corner of said Block 10 on the south right-of-way line of said Summit Avenue;

THENCE South 89 degrees 47 minutes 30 seconds East, along said south right-of-way line of Summit Avenue and along north line of said Block 10, a distance of 376.08 feet to the POINT OF BEGINNING AND CONTAINING 180,518 square feet, or 4.14 acres of land, more or less.

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EXHIBIT "A"
THE PROPERTY
(sheet 2 of 2)



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**EXHIBIT "B"
CERTIFICATE OF COMPLIANCE**

I hereby certify that _____ has hired/transferred/retained 31 full time job equivalents and is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____ (R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

KRYPTON SOLUTIONS LLC, a Texas
Limited Liability Corporation

By: _____

Surenda Patel
President

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 11/27/2007		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	John McGrane		Executive Director		
Dept Signature:	<i>John McGrane</i>		City Manager		
Agenda Coordinator (include phone #):		Brianna Alvarado X7479			
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 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND OPTCONN LP DBA OPTICAL CABLING SYSTEMS, A TEXAS LIMITED PARTNERSHIP, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND 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 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	9,043,750	0	9,043,750
Amount Committed by Council	0	-200,000	-756,250	-956,250
This Item	0	-21,000	0	-21,000
BALANCE	0	8,822,750	-756,250	8,066,500

FUND(S):

COMMENTS: The Business Personal Property is estimated to have an approximate taxable value of not less than \$350,000.

SUMMARY OF ITEM

A request by Optecon LP dba Optical Cabling Systems a Texas Limited Partnership, for an economic development incentive for the transfer of 48 full time jobs, and the creation of 22 additional jobs.

+1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND OPTECONN LP DBA OPTICAL CABLING SYSTEMS, A TEXAS LIMITED PARTNERSHIP, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and Optecon LP dba Optical Cabling Systems a Texas Limited Partnership to promote state and local economic development and to stimulate business and commercial activity in the City and County, 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 License Agreement.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

+2

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

DULY PASSED AND APPROVED this the 27th day of November 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and Optecon LP dba Optical Cabling Systems a Texas Limited Partnership, (hereinafter referred to as the ("Company")), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of manufacturing and installation of fiber optic assemblies; and

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

WHEREAS, Company agrees to occupying 25,969 square feet of office space located at 2621 Summit Avenue, Suite 100, Plano, Texas 75074 (the "Property"); invest/transfer Three Hundred and Fifty Thousand Dollars (\$350,000.00) in personal property/improvements before depreciation allowance; retain or transfer 48 full time jobs from within the City to the Property by September 1, 2007 and employ an additional 22 full time job equivalent positions by December 31, 2008; and

WHEREAS, the investment in new/transferred personal property and the retention or transfer of 48 full time jobs at occupancy and the employment of a combined total of 70 full time equivalent positions by December 31, 2008 to the City of Plano will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the

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receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

**Article I
Definitions**

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

"Commencement Date" shall mean the earlier of the occupancy of the Property or September 1, 2007, whichever occurs first.

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

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until August 31, 2012 unless sooner terminated as provided herein.

**Article III
Obligations of Company**

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

(a) Invest/transfer Three Hundred and Fifty Thousand Dollars (\$350,000.00) in personal property/improvements before depreciation allowance on the Property on or before September 1, 2007; and

(b) Retain or transfer 48 job equivalents from locations within the City of Plano to the Property on or before September 1, 2007 and employ an additional 22 full time job equivalent positions by December 31, 2008 for a combined total of 70 full time job equivalents.

**Article IV
Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a one-time cash grant of Twenty One Thousand Dollars (\$21,000.00) to defray moving and relocation expenses from Company's current offices to the Property and the retention or transfer of 48 full time positions from within the City to the Property by September 1, 2007 and the additional employment of 22 full time job equivalent positions by December 31, 2008 at the Property.

4.02 **Grant Payments.** Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company completes the personal property improvements to the Property and verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has met its obligation to retain or transfer 48 job equivalents from locations within the City of Plano to the Property on or before September 1, 2007 as set forth in subsections (a) and (b) of Article III above.

4.03 **Refunds.**

(a) In the event the Company allows retained and new job equivalents at the Property to fall below - 70 for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to Three Hundred Dollars (\$300.00) for each job equivalent that falls below 70. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer shall certify to the City by December 31, 2008 and by December 31 of each year thereafter during the term of this agreement the actual number of full time job equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within 30 days of written demand for payment.

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

**Article V
Termination**

5.01 This Agreement terminates upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) Upon expiration of the Term;

(c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after

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written notice thereof (provided that such 30 day period shall be extended if the default of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

Article VI Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

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

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

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

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Company Optecon LP dba Optical Cabling Systems
Attention: Mr. Kieran McGrath
2621 Summit Avenue, suite 100
Plano, TX 75074

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

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

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

6.08 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.10 **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.

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6.11 **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 shall survive termination.

6.12 **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this _____ day of November, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

Opteconn LP dba Optical Cabling
Systems, a Texas Limited Partnership

By: _____
Kieran McGrath
President

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EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that Optical Cabling Systems has hired/transferred/retained _____ full time job equivalents and is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____ (R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

Optecon LP dba Optical Cabling Systems a
Texas Limited Parthership

By: _____

Name: Kieran McGrath

Title: President

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

+10

EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that _____ is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____ (R) as of _____. The term of this Agreement is _____, 200__ through _____, 200__. The number of new, transferred or retained job equivalents maintained pursuant to the Agreement for the previous twelve month period ending _____, 200__ is _____. If the number herein reported is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Section _____ of the Agreement. This form is due on _____ of each year this Agreement is in force.

ATTEST:

Optecon LP dba Optical Cabling Systems
a Texas Limited Partnership

By:

Kieran McGrath
President

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget C.S.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Council Meeting Date:	11/27/2007		Reviewed by Legal <i>MP</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane		Executive Director	
Dept Signature:	<i>John McGrane</i>		City Manager	<i>J. Alvarado</i> 11/12/07
Agenda Coordinator (include phone #): Brianna Alvarado X7479				
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 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND FUTURE WEI TECHNOLOGIES INC., A TEXAS CORPORATION, D/B/A HUAWEI TECHNOLOGIES (USA) TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND 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 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	9,043,750	0	9,043,750
Amount Committed by Council	0	-200,000	-756,250	-956,250
This Item	0		-100,000	-100,000
BALANCE	0	8,843,750	-856,250	7,987,500

FUND(S):

COMMENTS: All funds will be paid at the end of the agreement in 2012.

SUMMARY OF ITEM

A request by Future Wei Technologies, Inc. a Texas Corporation, for an economic development incentive for the retention of 75 full time jobs, and the creation of 25 additional jobs.

u-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND FUTURE WEI TECHNOLOGIES INC., A TEXAS CORPORATION, D/B/A HUAWEI TECHNOLOGIES (USA) TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and FutureWei Technologies, Inc. a Texas Corporation d/b/a Huawei Technologies (USA) to promote state and local economic development and to stimulate business and commercial activity in the City and County, 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 License Agreement.

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

u.2

Resolution No. _____

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

DULY PASSED AND APPROVED this the ____ day of November 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and FutureWei Technologies, Inc. a Texas Corporation d/b/a Huawei Technologies (USA), (hereinafter referred to as the "Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of design and development of telecommunications equipment as well as, sales and marketing of its product lines; and

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

WHEREAS, Company agrees to occupy 18,000 square feet of office space located at 1700 Alma Dr., Suite 500, Plano, TX 75075 (the "Property"), create an estimated 25 additional full time positions, and retain 75 full time employees in Plano by December 31, 2008; and

WHEREAS, the retention of 75 full time employees and the addition of an estimated additional 25 full time employees to the City of Plano will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

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**Article I
Definitions**

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

"Commencement Date" shall mean April 1, 2007.

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

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until March 31, 2012, unless sooner terminated as provided herein.

**Article III
Obligations of Company**

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to retain 75 job equivalents and create an estimated additional 25 new job equivalents to the Property on or before December 31, 2008 and to maintain those jobs for the term of this Agreement.

**Article IV
Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a one-time cash grant of Six Hundred Twenty-Five Dollars (\$625.00) for each of the 75 job equivalent positions retained in Plano on the Commencement Date and Six Hundred Twenty-Five dollars (\$625.00) for each additional new job equivalent position created in Plano by December 31, 2008, which sum will not exceed One Hundred Thousand Dollars (\$100,000.00), as long as the company meets its obligations as provided in Article III above throughout the term of this Agreement.

4.02 **Grant Payments.** The total payment shall be calculated in accordance with Article 4.01. The Chief Financial Officer or an officer of equivalent position in the Company shall certify to the City by submitting Exhibit "A" the actual number of full time Job Equivalents at the Property as of April 1, 2007 and December 31, 2008. Exhibit "A" also includes the total number of full time Job Equivalents on December 31, 2009, December 31, 2010, and December 31, 2011. To receive payment the Company shall confirm that, for the term of the Agreement, it has not allowed retained or new Job Equivalents at the Property to fall below the total number of Job Equivalents for which Company seeks a grant payment under this Agreement for 180 consecutive days or more not the result of an Event of Force Majeure. Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company submits Exhibit "A", but no earlier than January 31, 2012, and verifies to the reasonable satisfaction of the City that Company has met its obligations outlined in this section and in Article III.

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

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

- (a) By mutual written agreement of the parties;
- (b) Upon expiration of the Term;
- (c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such thirty (30) day period shall be extended if the default of a nature that cannot reasonably be cured within such thirty (30) day period and further provided that the remedy is being diligently pursued); and
- (d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

**Article VI
Miscellaneous**

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

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

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

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

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
Plano, Texas 75086-0358

If intended for the Company:
FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA)
Attention: Mr. Haibo Lin
1700 Alma Drive, Suite 100
Plano, Texas 75075

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

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

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

6.08 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.10 **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.

6.11 **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 shall survive termination.

6.12 **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

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EXECUTED on this _____ day of November, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Thomas H. Muehlenbeck, CITY
MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

FUTUREWEI TECHNOLOGIES, INC.
d/b/a HUAWEI TECHNOLOGIES (USA),
a Texas Corporation

BY: _____
Haibo Lin
Executive Vice President

EXHIBIT "A"

FINAL CERTIFICATE OF COMPLIANCE

I hereby certify that _____ has hired/transferred/retained 75 full time job equivalents effective as of April 1, 2007 and has added an additional _____ full time equivalents prior to December 31, 2008. Additionally, _____ had a total of _____ full time job equivalents as of December 31, 2009, a total of _____ full time job equivalents by December 31, 2010 and a total of _____ full time job equivalents by December 31, 2011. _____ is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. _____ (R) as of January 31, 2012, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

FUTUREWEI TECHNOLOGIES,
INC. d/b/a HUAWEI TECHNOLOGIES
(USA), a Texas Corporation

By: _____

Name: Haibo Lin
Title: Executive Vice President

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes
Council Meeting Date: 11/27/2007		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date
Department Head	John McGrane	Executive Director		
Dept Signature:	<i>John F. McGrane</i>	City Manager	<i>JM</i>	<i>11/19/07</i>
Agenda Coordinator (include phone #):		Brianna Alvarado X7479		

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 ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND GLOBALTEC SOLUTIONS, LLP, A TEXAS LIMITED LIABILITY PARTNERSHIP, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND 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	9,043,750	0	9,043,750
Amount Committed by Council	0	-200,000	-756,250	-956,250
This Item	0	-376,000	0	-376,000
BALANCE	0	8,467,750	-756,250	7,711,500

FUND(S):

COMMENTS: Company must relocate and occupy 26,000 rentable square feet and transfer 160 jobs.

SUMMARY OF ITEM

A request by GlobalTec Solutions a Texas Limited Liability Partnership, for an economic development incentive for the transfer of 160 jobs.

V-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND GLOBALTEC SOLUTIONS, LLP, A TEXAS LIMITED LIABILITY PARTNERSHIP, TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY AND COUNTY, AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes the governing body of a municipality to make loans and grants of public money to promote local economic development and stimulate business and commercial activity in the municipality; and

WHEREAS, the City Council has been presented a proposed Economic Development Program Agreement by and between the City of Plano, Texas and GlobalTec Solutions a Texas Limited Liability Partnership to promote state and local economic development and to stimulate business and commercial activity in the City and County, 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 License Agreement.

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

DULY PASSED AND APPROVED this the 27th day of November 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and GlobalTec Solutions, LLP, a Texas Limited Liability Partnership, (the "Company"), acting by and through their respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of producing the highest quality decision and analysis products for individual investors; and

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

WHEREAS, the Company agrees to occupy a minimum of 26,000 rentable square feet of office space located at Two Legacy Town Center, 6900 North Dallas Parkway, Suite 600, Plano, Texas 75024, (the "Property"); establish and operate a broadcast studio at the Property ; and transfer from existing offices outside the City to, create at, or so transfer to and create at the Property a total of no less than 160 full time jobs by June 1, 2008; and

WHEREAS, the City has determined that the occupancy of the Property, creation of such a broadcast studio, and the transfer to, creation in, or both transfer to and creation in the City of 160 full time jobs will promote economic development, stimulate commercial activity, and enhance the tax base and economic vitality of the City; and

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

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

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

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

**Article I
Definitions**

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

"Commencement Date" shall mean the earlier of the occupancy of the Property or June 1, 2008, whichever occurs first.

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

"Event of Force Majeure" shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in Plano.

"Job Equivalent" shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

**Article II
Term**

The term of this Agreement shall begin on the Commencement Date and continue until June 1, 2018 unless sooner terminated as provided herein.

**Article III
Obligations of Company**

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

- (a) Establish and operate a broadcast studio at the Property on or before June 1, 2008; and
- (b) Relocate to and occupy at least 26,000 rentable square feet of office space on the Property on or before June 1, 2008; and
- (c) Transfer from locations outside the City to, create in, or so transfer to and create in the City a total of 160 Job Equivalents on or before June 1, 2008.

**Article IV
Economic Development Grant**

4.01 **Grant.** (a) The City agrees to provide the Company a one-time cash grant equal to the lesser of (i) One Hundred and Twenty Thousand Dollars (\$120,000.00), or (ii) the relocation expenses incurred by Company in relocating to the Property, establishing the broadcast studio, or both. Receipts for the expenses described in the preceding sentence must be provided to verify actual costs incurred.

(b) The City agrees to provide the Company a one-time cash grant of Two Hundred and Fifty Six Thousand Dollars (\$256,000.00) for the occupancy of at least 26,000 rentable square feet of space at the Property and the employment of a total of 160 Job Equivalent positions at the Property by June 1, 2008.

4.02 **Grant Payments.** (a) The City shall pay to Company the amount provided for in Section 4.01(a) to the Company within thirty (30) days after delivery by the Company to the City of the required receipts; and (b) Except as otherwise indicated, the City shall pay to Company the amount provided for in Section 4.01 (b) of this Agreement within thirty (30) days after the Company verifies to the City on the Initial Certification attached hereto as Exhibit "A" that it has met its obligations as described in Article III above.

4.03 **Refunds.** (a) In the event that the City has paid to Company the amount provided for in Section 4.01(b) and in the event the Company allows new or transferred Job Equivalents at the Property to fall below a total of 160 for 180 consecutive days during the term of this Agreement, not the result of an Event of Force Majeure, Company shall refund to City an amount equal to Two Thousand Three Hundred and Fifty Dollars (\$2,350.00) for each Job Equivalent that falls below 160. For the purposes of determining whether the City is due a refund under this section, the Company's Chief Financial Officer, or equivalent officer, shall certify to the City by January 31, 2009 and by January 31 of each year thereafter during the term of this agreement the actual number of Job Equivalents at the Property for the preceding calendar year using the Certificate Form attached as Exhibit "B". All refunds under this Agreement shall be due within thirty (30) days of written demand for payment.

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

**Article V
Termination**

5.01 This Agreement terminates upon any one or more of the following:

(a) By mutual written agreement of the parties;

(b) Upon expiration of the Term;

(c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such 30 day period shall be extended if the default of a nature that cannot reasonably be cured within such 30 day period and further provided that the remedy is being diligently pursued); and

(d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

**Article VI
Miscellaneous**

6.01 **Relocation.** The parties agree that during the term of this Agreement the Company may relocate its business, broadcast studio, and 160 or more Job Equivalents from the Property to another location(s) within the city limits of the City of Plano of equal or greater square footage provided that the Company receives prior written consent from the City. The City's consent shall not be unreasonably withheld.

6.02 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of or ownership interests in the Company.

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

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

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

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, TX 75086-0358

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

If intended for the Company: (if before relocation)
GlobalTec Solutions, LLP
Attention: John Dankovchik
15601 N. Dallas Parkway, #200
Addison, Texas 75001

If intended for the Company (if after relocation)
GlobalTec Solutions, LLP
Attention: John Dankovchi
Two Legacy Town Center
6900 North Dallas Parkway, Suite 600
Plano, Texas 75024

With a copy to:
Stephen V. Rosin
General Counsel
15601 N. Dallas Parkway, #200
Addison, Texas 75001

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

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

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

6.09 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

6.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 **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 shall survive termination.

6.13 **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party at the time same is filed with American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation

for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation, unless the other party shall have filed a legal or equitable proceeding without having first requested mediation in which case the party filing such proceeding shall bear said costs. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

EXECUTED on this 27th day of November, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation

Diane Zucco, CITY SECRETARY

By:

Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

GLOBALTEC SOLUTIONS, LLP, a Texas Limited Liability Partnership

Marla K. Storm

By:

John Dankovchik
PRESIDENT

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that GlobalTec Solutions, LLP, has hired/transferred/retained/created a total of 160 Job Equivalents and is in compliance with each other applicable term as set forth in Article III of the Agreement to Resolution No. _____ (R) as of _____, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

GlobalTec Solutions, LLP, a Texas Limited Liability Partnership

By:

Name: John Dankovchik
Title: President

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

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EXHIBIT "B"

ANNUAL CERTIFICATE OF COMPLIANCE

I hereby certify that GlobalTec Solutions, LLP, is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____ (R) as of _____. The term of this Agreement is March 1, 2008 through March 1, 2018. The number of new, transferred, or retained Job Equivalents maintained or created pursuant to the Agreement for the previous twelve month period ending _____, 200__ is _____. If the number herein reported is below the number required to be maintained or created pursuant the Agreement, I certify that the City of Plano has been notified of its right to a refund of the appropriate amount as required by Section 4.03 of the Agreement. This form is due on January 31st of each year this Agreement is in force.

ATTEST:

GlobalTec Solutions, LLP, a Texas Limited Liability Partnership

By:

John Dandkovchik
President

Date

NOTE:

This Certificate of Compliance should be mailed to:

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

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		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: 11/27/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Planning				
Department Head	Phyllis Jarrell	Executive Director	Date		
Dept Signature:	<i>P. Jarrell</i>	City Manager	<i>[Signature]</i>	11/13/07	
Agenda Coordinator (include phone #):		Lynn Trotter, ext. 7156	<i>[Signature]</i>	11/15/07	

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

CAPTION

APPROVING THE TERMS AND CONDITIONS OF A BOUNDARY ADJUSTMENT AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE CITY OF CARROLLTON, TEXAS AND THE TOWN OF HEBRON, TEXAS TO SET THE FUTURE CITY LIMIT BOUNDARIES AND TO ADJUST EXISTING BOUNDARIES ALONG MARSH LANE NORTH OF PLANO PARKWAY; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	114,004,711	0	114,004,711
Encumbered/Expended Amount	0	0	0	0
This Item	0	-28	0	-28
BALANCE	0	114,004,683	0	114,004,683

FUND(S): GENERAL FUND & GENERAL OBLIGATION DEBT FUND

COMMENTS: This item will result in a loss of Ad Valorem Tax revenue in the amount of \$28 per year for the disannexation of property in the City of Plano.

STRATEGIC PLAN GOAL: Boundary adjustments relate to the City's Goal of Premier City in Which to Live.

SUMMARY OF ITEM

The City of Carrollton has requested this adjustment to our mutual boundary along Marsh Lane north of Plano Parkway. A small triangular tract of land (see attached map) was cut off from its parent tract when the east side of Marsh Lane was built. The tract has been consolidated with a 5 acre property to the west., which is being annexed into Carrollton for development of a single-family subdivision. Almost all of the triangular tract will lie within the right-of-way of Marsh Lane when the west side of the road is constructed by the developer of the single-family subdivision. There will be very little, if any, usable property left after the west side of the road is built. It is reasonable for this tract to become part of Carrollton to standardize the boundary in this area. The Town of Hebron also has a 10 foot strip of territory that will need to be adjusted as well. This strip will run along the west side of the centerline of Marsh Lane once the adjustments are made.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Ordinance and Boundary Agreement	

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A BOUNDARY ADJUSTMENT AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS, THE CITY OF CARROLLTON, TEXAS AND THE TOWN OF HEBRON, TEXAS TO SET THE FUTURE CITY LIMIT BOUNDARIES AND TO ADJUST EXISTING BOUNDARIES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR HIS DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Boundary Adjustment agreement by and between the City of Plano, Texas, the City of Carrollton, Texas and the Town of Hebron, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement") and;

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his designee, shall be authorized to execute it on behalf of the City of Plano;

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

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

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

PASSED AND APPROVED THIS THE 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT A

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

BOUNDARY ADJUSTMENT AGREEMENT

This Boundary Adjustment Agreement (“Agreement”) is made and entered into between the City of Carrollton (“Carrollton”), City of Plano (“Plano”) and the Town of Hebron (“Hebron”), municipalities organized under the laws of the State of Texas (collectively, the “cities”) and is to witness the following:

WHEREAS, Carrollton, Plano and Hebron are adjacent municipalities which desire to make mutually agreeable changes in their boundaries of areas that are less than 1,000 feet in width, pursuant to the authority of §43.031 of the Texas Local Government Code; and

WHEREAS, it is the desire of the cities to adjust the boundary limits lines between the municipalities so that the resultant boundary lines among them will be as shown by the map attached hereto as an exhibit; and

WHEREAS, the cities deem such agreement to be beneficial to the public interest and to enhance the future growth and development of each;

Now, therefore, in consideration of the premises and of the agreements contained herein, the cities agree as follows:

I.

BOUNDARY ADJUSTMENT AND RELEASE OF EXTRATERRITORIAL JURISDICTION

The cities agree that this boundary adjustment between them is to establish new boundary lines for each city as described and depicted in Exhibit “A” attached hereto and made part hereof for all purposes, and each, by its official action approving this Agreement, releases and waives any extraterritorial jurisdiction over the areas of land described in Exhibit “A” as being in one of the other cities, as permitted by Section 43.031 of the Texas Local Government Code, so that Exhibit “A” accurately depicts the resulting boundary limits between them.

II.

CHARACTER OF AGREEMENT; BREACH

The parties agree that this Agreement is entered into only for the mutually agreeable adjustment of their boundaries as described herein and is not an interlocal cooperation agreement for the joint performance of any services by the parties. Failure of any city to perform the terms of this Agreement shall constitute a breach hereof, and the aggrieved municipality may file suit in a court of competent of jurisdiction in Denton

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County, Texas, to enforce the provisions of this Agreement, including recovery of court costs and attorney's fees.

III.
PERFORMANCE

The parties agree that the legislative acts to be performed hereunder will be coordinated between them so as to be performed simultaneously or as close thereto as possible, consistent with applicable law.

IV.
SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

In witness whereof, the cities, acting under the authority of their respective governing bodies, have caused this Agreement to be executed in multiple originals as of the date first written above.

CITY OF PLANO, TEXAS

TOWN OF HEBRON, TEXAS

BY: _____
CITY MANAGER

BY: _____
MAYOR

ATTEST:

ATTEST:

CITY SECRETARY

TOWN SECRETARY

CITY OF CARROLLTON, TEXAS

BY: _____
CITY MANAGER

ATTEST:

CITY SECRETARY

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ACKNOWLEDGEMENTS

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me this ____ day of _____, 2007, by Thomas H. Muehlenbeck, City Manager of the City of Plano, Texas, a home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me this ____ day of _____, 2007, by Leonard Martin, City Manager of the City of Carrollton, Texas, a home-rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

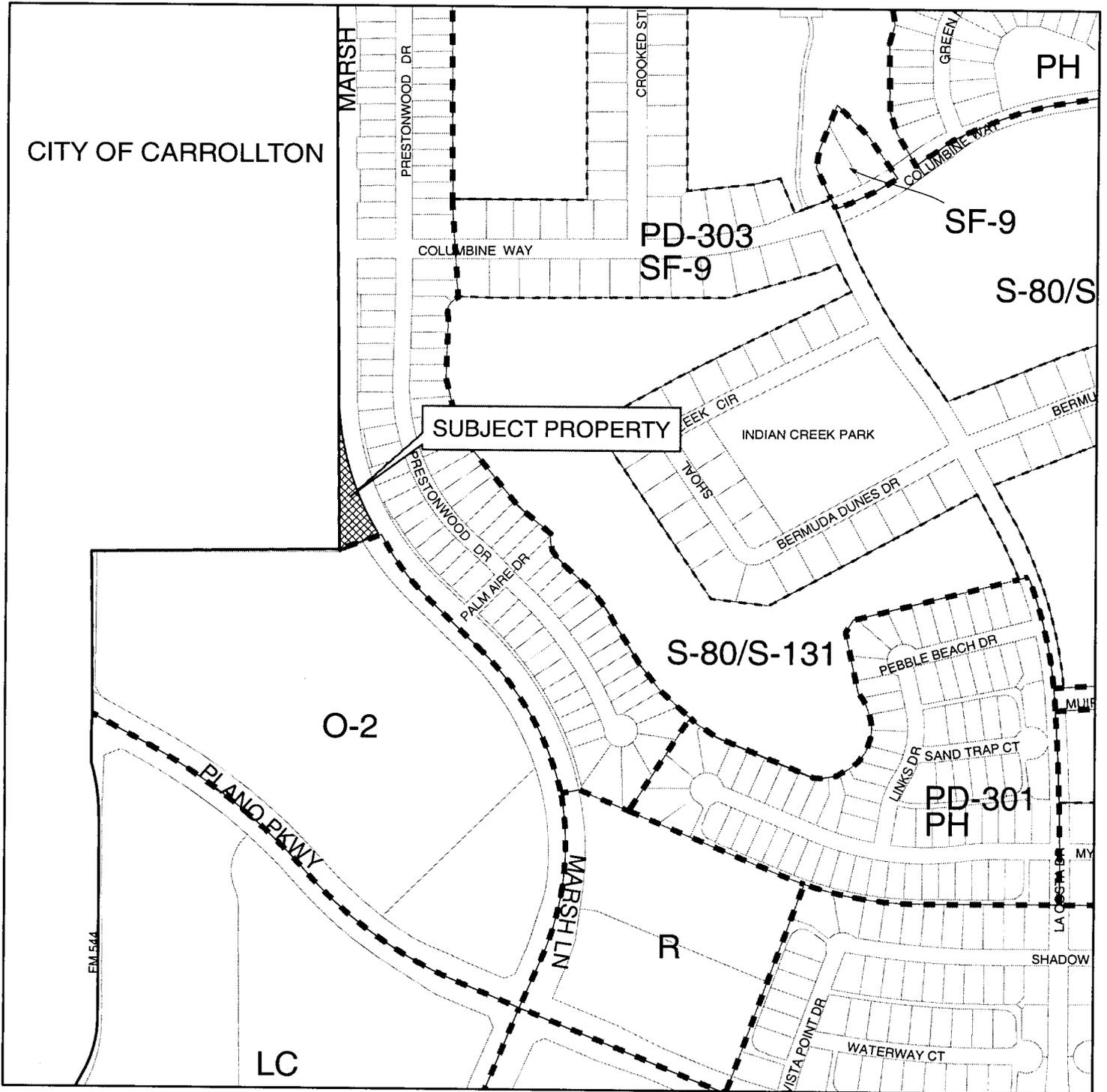
STATE OF TEXAS

COUNTY OF DENTON

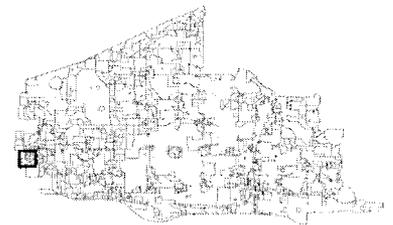
This instrument was acknowledged before me this ____ day of _____, 2007, by Kelly Clem, Mayor of the Town of Hebron, Texas, a general-law municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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BOUNDARY ADJUSTMENT AGREEMENT



○ 200' Notification Buffer

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EXHIBIT "A"
Metes and Bounds Description for a
0.4468 Acre Tract
For a Boundary Adjustment

SITUATED in the State of Texas, County of Denton, being part of the Abiah Dyer Survey, Abstract No. 360, and being all of a called "0.4468 acre tract" as recorded under Document No. 95-0034845 of the Deed Records of Denton County, Texas; with said premises being more particularly described as follows:

COMMENCING at an "X" set in Charles Street (a concrete roadway) marking the northwest corner of said 5.00 acre tract, from which a RPLS 5647 capped iron rod found for reference bears East, 33.84 feet;

THENCE along the north line of a 5.00 acre tract as recorded in Volume 485, Page 595, all of a 2.00 acre "Save & Except" tract as recorded under Document No. 05-112234 and the south line of the Second Replat Gates of Prestonwood Addition as recorded in Volume W, Page 458 of the Plat Records of Denton County, Texas, East, passing at 33.84 feet said reference capped iron rod found and continuing for a total distance of 753.00 feet to a RPLS 5647 capped iron rod found marking the northeast corner of said 5.00 acre tract, the southeast corner of said Second Replat Gates of Prestonwood and being in the west line of a said "0.4468 acre tract"

THENCE with the east line of said Second Replat Gates of Prestonwood Addition and with the the west line of said called "0.4468 acre tract", North, 195.66 feet to a point in the center line of Marsh Lane at the beginning of a curve to the left that has a radius of 850.00 feet, an internal angle of 30°21'49", with a chord bearing of South 15°02'58" East and a chord length of 445.20 feet and the **POINT OF BEGINNING**;

THENCE along said curve to the left along the center line of Marsh Lane an arc length of 450.45 feet to a point in a line that is on the north line of the Village at Prestonwood Addition Volume V, Page 93 as recorded in the Plat Records of Denton County, Texas;

THENCE along the north line of said Village at Prestonwood Addition South 64°15'39" West a distance of 128.33 feet to a point;

THENCE along the east line of said 5.00 acre North 485.66 feet to the place of beginning and containing a called area of 19,462 square feet or 0.4468 acres of land.

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CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	11/27/07	Reviewed by Legal <i>WB</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Budget		Initials	Date	
Department Head	Karen Rhodes	Executive Director			
Dept Signature:	<i>Karen Rhodes</i>	City Manager	<i>[Signature]</i>	11/19/07	
Agenda Coordinator (include phone #): Anita Bell x7194					
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, PROVIDING FOR THE AD VALOREM TAXATION OF TANGIBLE PERSONAL PROPERTY IN TRANSIT OR "SUPER FREEPORT" GOODS PURSUANT TO SECTION 11.253 OF THE TEXAS TAX CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR 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	0	0
BALANCE		0	0	0	0
FUND(s): GENERAL FUND					
COMMENTS: In accordance to the HB 621 procedure, a public hearing was held on November 12, 2007 to discuss an ordinance "opting out" of the "goods in transit" tax exemption. Attached is the ordinance providing for the ad valorem taxation of such goods pursuant to Section 11.253 of the Texas Tax Code.					
STRATEGIC PLAN GOAL: This ordinance to "opt out" of House Bill 621 relates to the City's Goal of Service Excellence and Premier City in which to live.					
SUMMARY OF ITEM					
agHB621					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memo					

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, PROVIDING FOR THE AD VALOREM TAXATION OF TANGIBLE PERSONAL PROPERTY IN TRANSIT OR "SUPER FREEPORT" GOODS PURSUANT TO SECTION 11.253 OF THE TEXAS TAX CODE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the 80th Texas Legislature enacted House Bill 621 to take effect on January 1, 2008, which added Texas Tax Code 11.253 to exempt from taxation certain tangible personal property held temporarily at a location in this state for assembling, storing, manufacturing, processing or fabricating purposes (goods-in-transit) which property has been subject to taxation in the past; and

WHEREAS, Texas Tax Code 11.253(j) as amended allows the governing body of a taxing unit, after conducting a public hearing, to provide for the continued taxation of such goods-in-transit; and

WHEREAS, the City Council of the City of Plano, having conducted a public hearing as required by Section 1-n(d), Article VIII, Texas Constitution, is of the opinion that it is in the best interest of the City to continue to tax such goods-in-transit;

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

SECTION I. The goods-in-transit, as defined by Texas Tax Code 11.253(a)(2), as amended by House Bill 621, enacted by the 80th Texas Legislature, shall remain subject to taxation by the City of Plano, Texas.

SECTION II. The City Manager is authorized to execute any and all necessary documents to effectuate this Ordinance and forward those to the appropriate agencies.

SECTION III. If any section, subsection, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstances is held invalid by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the City Council of the City of Plano, Texas hereby declares it would have enacted such remaining portions despite any invalidity.

X-2

SECTION IV. All provisions of the ordinances of the City of Plano in conflict with the provision of this ordinance are hereby repealed, and all other provisions of the ordinances of the City of Plano, not in conflict with the provision of this ordinance, shall remain in full force and effect.

SECTION V. This ordinance shall become effective immediately upon its passage and approval.

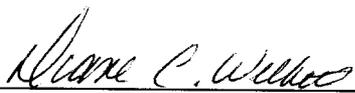
DULY PASSED AND APPROVED this the _____ day of _____, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

X+3

MEMORANDUM

Date: November 27, 2007
To: Honorable Mayor and City Council
From: Karen Rhodes, Budget Director *KMR*
Subject: **House Bill 621**

Currently, the City of Plano provides an ad valorem tax exemption to goods that are stored in the city for less than 175 days provided they will be eventually shipped out of the state. This process is commonly referred to as a Freeport Exemption and was passed by an amendment to the Texas Constitution in November 2001. This exemption currently removes approximately \$126 million from the City's taxable values. This is equivalent to approximately \$600 thousand a year in property tax revenue.

In the 2007 legislative session, the Texas Legislature passed House Bill 621. This legislation will extend an ad valorem exemption to "goods in transit" that are being shipped to other locations either within or outside the state of Texas. The current Freeport exemption applies only to goods shipped outside the state. The bill exempts goods that are stored in a location that is not owned by the owner of the goods and are transferred from that location to another within 175 days.

This piece of legislation was actually intended for warehouses in the El Paso area and as an economic development tool. At the last minute, the bill was changed to include the entire state. Some appraisers are predicting a large fiscal impact for this exemption based on the assumption that many retailers and business owners could transfer or sell their warehouses to other owners thereby qualifying their inventory for the exemption. Currently, the City of Plano collects approximately \$9.2 M in Business Personal Property tax revenue which could ultimately be affected by the exemption. Business Personal Property accounts for 8.1% of the City's total property tax revenue.

The legislation will become effective January 1, 2008, unless the City conducts a public hearing and passes an ordinance "opting out" of the legislation. We conducted the Public Hearing on November 12, 2007. Staff recommends approval of the ordinance and approval to forward the ordinance to the Collin County Central Appraisal District.

X-4



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:	11/27/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		
Dept Signature:	<i>Alan L. Upchurch</i>	City Manager	<i>JAC</i>	11/20/07
Agenda Coordinator (include phone #): Irene 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 to determine the public use, need and necessity for the acquisition of Fee Simple Title to a 0.044 acre (1,930 square feet) tract of land out of the Hezikia Douglas Survey, Abstract No. 272, addressed as 2500 East Plano Parkway, generally located at the southeast corner of Jupiter Road, and Plano Parkway, in the City of Plano, Collin County, Texas, for a right turn lane from Jupiter Road onto Plano Parkway in the City of Plano, Collin County, Texas, authorizing the City Attorney, or her designee, to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	30,575	754,425	0	785,000
Encumbered/Expended Amount	-30,575	-5,863	0	-36,438
This Item	0	-51,737	0	-51,737
BALANCE	0	696,825	0	696,825
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This eminent domain proceeding, in the amount of \$51,737 will leave a current year balance of \$696,825 for the Jupiter/Plano Parkway Intersection project.				
STRATEGIC PLAN GOAL: Public use, need and necessity acquisition for turn lane construction relate to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
The Engineering Department has made a final offer to purchase right of way needed for the Jupiter/Plano Parkway intersection improvements. The offer of \$51,737.00 was based on an appraisal for 1,830 square feet of land. We are under negotiation with the property owner but feel it necessary to request Council authorization to begin eminent domain to acquire the property.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS TO DETERMINE THE PUBLIC USE, NEED AND NECESSITY FOR THE ACQUISITION OF FEE SIMPLE TITLE TO A 0.044 ACRE (1,930 SQUARE FEET) TRACT OF LAND OUT OF THE HEZIKIA DOUGLAS SURVEY, ABSTRACT NO. 272, ADRESSED AS 2500 EAST PLANO PARKWAY, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF JUPITER ROAD AND PLANO PARKWAY, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FOR A RIGHT TURN LANE FROM JUPITER ROAD ONTO PLANO PARKWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AUTHORIZING THE CITY ATTORNEY, OR HER DESIGNEE, TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE THE NEEDED REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas, upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano, and the public at large to acquire certain real property for a right turn lane from Jupiter Road onto Plano Parkway in the City of Plano, Collin County, Texas; and

WHEREAS, the real property to be acquired in fee simple title for such purposes consists of a 0.044 acre (1,930 square feet) tract of land ("Property"), together with improvements thereon and appurtenances thereto; all more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

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

Section I. The City Council hereby finds and determines that there is a public need and it is necessary for the health, safety, and welfare of the City of Plano, Texas to acquire fee simple title to the Property for a right turn lane from Jupiter Road onto Plano Parkway, which shall benefit the public and the citizens of the City of Plano, Texas.

Section II. Prior to filing a Petition in Condemnation, the City Manager and his designees will attempt to agree with the Property owner regarding the compensation to be paid to the Property owner for the acquisition of the Property, by offering the Property owner an amount equal to fair market value.

Section III. It is the intent of the City Council that this Ordinance authorize the condemnation of all Property required by the City's Engineering Department to construct the right turn lane from Jupiter Road onto Plano

dy-2

Parkway in relation to the Project. If it is later determined that there are any errors in the descriptions contained in Exhibit "A", the City Attorney or her designee is authorized to have such errors corrected without the necessity of obtaining a new City Council Ordinance authorizing the condemnation of the corrected Property.

Section IV. All findings of fact, recitations and provisions set out in the preamble of this Ordinance are adopted and made a part of the body of this Ordinance, as if fully set forth herein.

Section V. This Ordinance 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

y + 3

**EXHIBIT "A"
THE PROPERTY**

BEING a tract of land out of the Hezikia Douglas Survey, Abstract No. 272, Collin County, Texas, and being a portion of Lot 2, Block 1, Jupiter Park South Addition, an addition to the City of Plano, as shown on plat recorded in Cabinet F, Page 671, Map Records, Collin County, Texas (MRCCT) and further being a portion of a tract of land described in a Deed to Technology Properties III, LP, recorded in Volume 6064, Page 6106, Deed Records, Collin County, Texas (DRCCT); said tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a capped iron rod found for the Southwest corner of said Lot 2 and the most westerly Northwest corner of Lot 1, Block 1, Jupiter Park South Addition, an addition to the City of Plano, as shown on plat recorded in Cabinet F, Page 657, MRCCT and described in a Deed to Jupiter Parkway Village, Ltd., recorded in Volume 3883, Page 945 and being in the East right-of-way line of Jupiter Road, a variable width right-of-way;

THENCE North 02 degrees 06 minutes 51 seconds West along the common West line of said Lot 2 and the East line of said Jupiter Road, a distance of 175.08 feet to a 5/8 inch iron rod with plastic cap stamped "Transystems" found for the North corner of said Lot 2 and the intersection of the East line of said Jupiter Road and East Plano Parkway, a variable width right-of-way line;

THENCE North 89 degrees 34 minutes 09 seconds East departing said common line and along the common North line of said Lot 2 and the South line of said East Plano Parkway, a distance of 28.92 feet to a 5/8 inch iron rod with plastic cap stamped "Transystems" set in said common line, from which a capped iron rod found for the Northeast corner of said Lot 2 and the Northwest corner of a tract of land described in a Deed to Jalin Ltd., recorded in Volume 5677, Page 3882, DRCCT bears North 89 degrees 34 minutes 09 seconds East, a distance of 171.08 feet;

THENCE South 43 degrees 37 minutes 10 seconds West, a distance of 26.40 feet to a 5/8 inch iron rod with plastic cap stamped "Transystems" set;

THENCE South 02 degrees 06 minutes 51 seconds East, a distance of 156.09 feet to an X-cut set in the South line of said Lot 1-R and a Northerly line of said Lot 1, Block 1;

THENCE South 89 degrees 34 minutes 09 seconds West along the common South line of said Lot 2 and the Northerly line of said Lot 1, Block 1, a distance of

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10.00 feet to the POINT OF BEGINNING and containing 1,930 Square Feet or 0.044 of an acre of land.

JS



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:	11/27/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date
Department Head	Alan L. Upchurch	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	11/20/07
Agenda Coordinator (include phone #): Irene Pegues (7198) <i>[Signature]</i>				
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 to determine the public use, need and necessity for the acquisition of Fee Simple Title to a 0.0193 acre (842 square feet) tract of land out of the John M. Salmon Survey, Abstract No. 814, generally located at the southeast corner of Ozark Drive and US 75 in the City of Plano, Collin County, Texas, for street right-of-way in the City of Plano, Collin County, Texas, authorizing the City Attorney, or her designee, to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2007-08	Prior Year (CIP Only)	Current Year	Future Years
Budget		691,391	4,732,609	0
Encumbered/Expended Amount		-691,391	-17,456	0
This Item		0	-10,104	0
BALANCE		0	4,705,049	0
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This eminent domain proceeding, in the amount of \$10,104 will leave a current year balance of \$4,705,049 for the Parker Road at US 75 project. STRATEGIC PLAN GOAL: Right-of-way acquisition for interchange construction relates to the City's Goal of Safe, Efficient Travel.				
SUMMARY OF ITEM				
The Engineering Department has made a final offer to purchase right of way for the US 75/Parker Road Interchange. The appraised value of 842 square feet is \$10,104.00. We are negotiating with the property owner but feel it necessary to request Council authority to begin eminent domain to acquire the property.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS TO DETERMINE THE PUBLIC USE, NEED AND NECESSITY FOR THE ACQUISITION OF FEE SIMPLE TITLE TO A 0.0193 ACRE (842 SQUARE FEET) TRACT OF LAND OUT OF THE JOHN M. SALMON SURVEY, ABSTRACT NO. 814, GENERALLY LOCATED AT THE SOUTHEAST CORNER OF OZARK DRIVE AND US 75, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FOR STREET RIGHT-OF-WAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AUTHORIZING THE CITY ATTORNEY, OR HER DESIGNEE, TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE THE NEEDED REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas, upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano, and the public at large to acquire certain real property for a street right-of-way in the City of Plano, Collin County, Texas; and

WHEREAS, the real property to be acquired in fee simple title for such purposes consists of a 0.0193 acre (842 square feet) tract of land ("Property"), together with improvements thereon and appurtenances thereto; all more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

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

Section I. The City Council hereby finds and determines that there is a public need and it is necessary for the health, safety, and welfare of the City of Plano, Texas to acquire fee simple title to the Property for a street right-of-way, which shall benefit the public and the citizens of the City of Plano, Texas.

Section II. Prior to filing a Petition in Condemnation, the City Manager and his designees will attempt to agree with the Property owner regarding the compensation to be paid to the Property owner for the acquisition of the Property, by offering the Property owner an amount equal to fair market value.

Section III. It is the intent of the City Council that this Ordinance authorize the condemnation of all Property required by the City's Engineering Department to construct the street right-of-way in relation to the Project. If it is later determined that there are any errors in the descriptions contained in Exhibit "A", the City Attorney or her designee is authorized to have such errors corrected

2-2

without the necessity of obtaining a new City Council Ordinance authorizing the condemnation of the corrected Property.

Section IV. All findings of fact, recitations and provisions set out in the preamble of this Ordinance are adopted and made a part of the body of this Ordinance, as if fully set forth herein.

Section V. This Ordinance 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

23

EXHIBIT "A"
THE PROPERTY

BEING a 842 square foot tract of land out of the John M. Salmon Survey, Abstract No. 814, Collin County, Texas, being a part of that certain called 4,0518 acre tract of land described as Lot 5, Block A on a Final Plat of Royal Addition No. 2, as recorded in Cabinet L, Page 467, Plat Records, Collin County, Texas, and described in a deed to Michael F. Royal, Et Al, as recorded in Volume 902, Page 793, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch steel rebar found for the most northerly angle corner of said 4.0518 acre tract and on the south right-of-way line of Ozark Drive as recorded in Cabinet H, Page 642, said Plat Records;

THENCE, South 70 degrees 15 minutes 40 seconds West, along the common north line of said 4.0518 acre tract and the south right-of-way line of Ozark Drive, a distance of 19.27 feet to a 5/8 inch steel rebar with a Texas Department of Transportation aluminum cap** set for corner on the proposed east right-of-way line of US Highway 75 for the POINT OF BEGINNING;

1) THENCE South 23 degrees 19 minutes 46 seconds West, departing said common line and along said proposed east right-of-way line, a distance of 44.26 feet to a 5/8 inch steel rebar with a Texas Department of Transportation aluminum cap** set for the beginning of a non-tangent curve to the right whose chord bears South 24 degrees 26 minutes 22 seconds West, a chord distance of 118.33 feet;

2) THENCE, Along said proposed east right-of-way line and said non-tangent curve to the right whose radius is 3,053.00 feet, through a central angle of 2 degrees 13 minutes 15 seconds, an arc distance of 118.34 feet, to a 5/8 inch steel rebar with a Texas Department of Transportation aluminum cap** set for end of said curve;

3) THENCE, South 25 degrees 33 minutes 01 seconds West, continuing along said proposed east right-of-way line, a distance of 53.59 feet, to a 5/8 inch steel rebar with a Texas Department of Transportation aluminum cap** set for corner;

4) THENCE, North 63 degrees 47 minutes 01 seconds West, continuing along said proposed east right-of-way line, a distance of 0.39 feet to a 5/8 inch steel rebar found for corner on the common west line of said 4.0518 acre tract and the existing east right of way line of said US Highway 75;

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5) THENCE, North 23 degrees 05 minutes 31 seconds East, along the common west line of said 4.0518 acre tract and said existing east right-of-way line, a distance of 210.84 feet to a point for the common northwest angle corner of said 4.0518 acre tract and the southwest corner of said US 75 right-of-way and said Ozark Drive right-of-way;

6) THENCE, North 70 degrees 15 minutes 40 seconds East, along the common said north line of said 4.0518 acre tract and said south right-of-way line of said Ozark Drive a distance of 7.71 feet to the POINT OF BEGINNING, and containing 842 square feet of land.

**The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

2.5



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:	11/27/07	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director		
Dept Signature:	<i>Alan L. Upchurch</i>	City Manager	<i>[Signature]</i>	11/20/07
Agenda Coordinator (include phone #): Irene 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 to determine the public use, need and necessity for the acquisition of Fee Simple Title to a 0.058 acre (2,535 square feet) tract of land out of the John M. Salmon Survey, Abstract No. 814, generally located at the northeast corner of Ozark Drive and US 75 in the City of Plano, Collin County, Texas, for street right-of-way in the City of Plano, Collin County, Texas, authorizing the City Attorney, or her designee, to file proceedings in eminent domain to acquire the needed real property; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	691,391	4,732,609	0	5,424,000
Encumbered/Expended Amount	-691,391	-17,456	0	-708,847
This Item	0	-37,920	0	-37,920
BALANCE	0	4,677,233	0	4,677,233
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the 2007-08 Street Improvement CIP. This eminent domain proceeding, in the amount of \$37,920 will leave a current year balance of \$4,677,233 for the Parker Road at US 75 project.</p> <p>STRATEGIC PLAN GOAL: Right-of-way acquisition for interchange construction relates to the City's Goal of Safe, Efficient Travel.</p>				
SUMMARY OF ITEM				
<p>The Engineering Department has made a final offer to purchase right of way for the US 75/Parker Road Interchange. The appraised value of 2,535 square feet of land is \$37,920.00. We are negotiating with the property owner but find it necessary to request Council authority to begin eminent domain to acquire the property.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS TO DETERMINE THE PUBLIC USE, NEED AND NECESSITY FOR THE ACQUISITION OF FEE SIMPLE TITLE TO A 0.058 ACRE (2,535 SQUARE FEET) TRACT OF LAND OUT OF THE JOHN M. SALMON SURVEY, ABSTRACT NO. 814, GENERALLY LOCATED AT THE NORTHEAST CORNER OF OZARK DRIVE AND US 75, IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, FOR STREET RIGHT-OF-WAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AUTHORIZING THE CITY ATTORNEY, OR HER DESIGNEE, TO FILE PROCEEDINGS IN EMINENT DOMAIN TO ACQUIRE THE NEEDED REAL PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas, upon consideration of this matter, has determined that there is a public need and necessity for the health, safety, and welfare of the City of Plano, and the public at large to acquire certain real property for a street right-of-way in the City of Plano, Collin County, Texas; and

WHEREAS, the real property to be acquired in fee simple title for such purposes consists of a 0.058 acre (2,535 square feet) tract of land ("Property"), together with improvements thereon and appurtenances thereto; all more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

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

Section I. The City Council hereby finds and determines that there is a public need and it is necessary for the health, safety, and welfare of the City of Plano, Texas to acquire fee simple title to the Property for a street right-of-way, which shall benefit the public and the citizens of the City of Plano, Texas.

Section II. Prior to filing a Petition in Condemnation, the City Manager and his designees will attempt to agree with the Property owner regarding the compensation to be paid to the Property owner for the acquisition of the Property, by offering the Property owner an amount equal to fair market value.

Section III. It is the intent of the City Council that this Ordinance authorize the condemnation of all Property required by the City's Engineering Department to construct the street right-of-way in relation to the Project. If it is later determined that there are any errors in the descriptions contained in Exhibit "A", the City Attorney or her designee is authorized to have such errors corrected

22-2

without the necessity of obtaining a new City Council Ordinance authorizing the condemnation of the corrected Property.

Section IV. All findings of fact, recitations and provisions set out in the preamble of this Ordinance are adopted and made a part of the body of this Ordinance, as if fully set forth herein.

Section V. This Ordinance 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

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EXHIBIT "A"
THE PROPERTY

BEING a 2,535 square foot tract of land out of the John M. Salmon Survey, Abstract No. 814, Collin County, Texas, being a part of that certain called 4.936 acre tract of land described as Lot 1, Block A on a Final Plat of Royal Addition, as recorded in Cabinet L, Page 438, Plat Records, Collin County, Texas, and described in a deed to Michael F. Royal, Et Al, as recorded in Volume 902, Page 793, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch steel rebar found on the south line of said 4.936 acre tract and on the north right-of-way line of Ozark Drive as recorded in Cabinet H, Page 642, said Plat Records;

THENCE, North 62 degrees 40 minutes 20 seconds West, along the common south line of said 4.936 acre tract and the north right-of-way line of Ozark Drive, a distance of 39.19 feet to a point for a corner clip;

THENCE, North 19 degrees 46 minutes 39 seconds West, along said common corner clip and said north right-of-way of Ozark Drive, a distance of 19.41 feet to a 5/8 inch steel rebar with a Texas Department of Transportation aluminum cap** set for corner on the proposed east right-of-way line of US Highway 75 for the POINT OF BEGINNING;

1) THENCE North 19 degrees 46 minutes 39 seconds West, continuing along said common line, a distance of 9.89 feet to a point for corner on the common west line of said 4.936 acre tract and the existing east right of way line of said US Highway 75;

2) THENCE, North 23 degrees 08 minutes 20 seconds East, departing said common line, along the common west line of said 4.936 acre tract and said existing east right-of-way line, a distance of 382.76 feet to a point for the common northwest corner of said 4.936 acre tract and the southwest corner of Lot 2R, Block A, of a Replat of Rader Addition No.2 as recorded in Cabinet L, Page 399, said Plat Records from which an "X" cut in concrete found bears North 85 degrees 40 minutes 10 seconds West at a distance of 0.46 feet;

3) THENCE, South 88 degrees 42 minutes 57 seconds East, along the common said north line of said 4.936 acre tract and the south line of said Lot 2R, Block A, a distance of 4.61 feet to an "X" cut in concrete set for corner on the proposed east right-of-way line of US Highway 75 and the beginning of a non-tangent curve to the left whose chord bears South 22 degrees 13 minutes 34 seconds West, at a distance of 39.63 feet;

22.4

4) THENCE, Along said proposed east right-of-way line and said non-tangent curve to the left having a radius of 3957.00 feet, through a central angle of 00 degrees 34 minutes 26 seconds, for an arc distance of 39.63 feet to a 5/8 inch steel rebar with a Texas Department of Transportation aluminum cap** set for the end of said non-tangent curve to the left;

5) THENCE, South 21 degrees 56 minutes 22 seconds West, continuing along said proposed east right-of-way line, a distance of 74.40 feet to a 5/8 inch steel rebar with a Texas Department of Transportation aluminum cap** set for the beginning of a curve to the right;

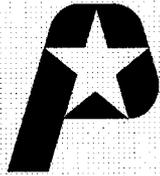
6) THENCE, Continuing along said curve to the right and along said proposed east right-of-way line whose radius is 4043.00 feet, through a central angle of 01 degrees 23 minutes 24 seconds an arc distance of 98.08 feet and whose chord bears South 22 degrees 38 minutes 03 seconds West a distance of 98.08 feet to a 5/8 inch steel rebar with a Texas Department of Transportation aluminum cap** set for end of said curve to the right;

7) THENCE, South 23 degrees 19 minutes 45 seconds West, continuing along said proposed east right-of-way line, a distance of 179.63 feet to the POINT OF BEGINNING, and containing 2,535 square feet of land.

**The monument described and set in this call, if destroyed during construction, may be replaced with a TxDOT Type II Right of Way Marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

ac-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 <i>S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 11/27/07		Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Finance		Initials	Date	
Department Head	John McGrane		Executive Director		
Dept Signature:	<i>John McGrane</i>		City Manager	<i>John</i> 11/12/07	
Agenda Coordinator (include phone #): Brianna Alvarado X7479					

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 110 FOR A TAX ABATEMENT CONSISTING OF A 4.144 ACRE TRACT OF LAND LOCATED APPROXIMATELY AT THE NORTHEAST CORNER OF SUMMIT AVENUE AND PLANO PARKWAY, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; 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	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): GENERAL

COMMENTS: The fiscal impact is contingent upon the value of improvements made to the property. Currently, the Real Property is estimated to have an approximate taxable value of not less than \$2,100,000. The Business Personal Property is estimated to have an approximate taxable value of not less than \$100,000. The Proposed Real Property and Business Property tax abatement on the improvements will begin January 1, 2009 and continue to December 31, 2018, and will be equal to 50% for ten (10) years.

SUMMARY OF ITEM

This is related to the Krypton Solutions, LLC request for tax abatement. This Ordinance creates the geographical zone in which Council will hold a Public Hearing earlier on the same Agenda date. Notice of Public Hearing to be published on November 14, 2007.

List of Supporting Documents:
Ordinance and Public Hearing Notice

INTEROFFICE MEMORANDUM

TO: Thomas H. Muehlenbeck
City Manager

DATE: November 27, 2007

FROM: John F. McGrane
Director of Finance

CC: Cindy Pierce
Exec. Admin. Asst.

SUBJECT: Tax Abatement for Krypton Solutions LLC – Reinvestment Zone 110

Krypton Solutions LLC, is occupying 30,000 square feet of office space in the City of Plano at the Northeast corner of Summit Avenue and Plano Parkway. The building will be used for the assembly of circuit boards and population of electric components on bare circuit boards. Krypton Solutions is creating an additional 31 new jobs during the abatement process.

The tax abatement will be based on the following values; the estimated amount of \$100,000 Business Personal Property, and \$2,100,000 Real Property. This tax abatement will be for a period of ten years, from January 1, 2009 through December 31, 2018, and shall be based on amounts equal to 50% for Real Property and 50% for Business Personal Property.

NOTICE OF PUBLIC HEARING

The City Council of the City of Plano will hold a Public Hearing in the Council Chamber of the Municipal Building, 1520 Avenue K, at 7:00 p.m. on Monday September 10th, 2007, to consider the creation of Reinvestment Zone No. 110 in accordance with V.T.C.A., Tax Code §312.201, as amended for the purpose of considering tax abatement. Said Reinvestment Zone No. 110 being a 4.144 acre tract of land out of the **J.B. Roundtree Survey, Abstract No. 759** in the City of Plano, Collin County Texas, and described in deed to Argent Plano Realty, L.P., recorded in Volume 4850, Page 1586 Deed Records of Collin County, Texas, and with said premises being more particularly described by metes and bounds on file in the Finance Department.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, DESIGNATING A CERTAIN AREA WITHIN THE CITY OF PLANO AS REINVESTMENT ZONE NO. 110 FOR A TAX ABATEMENT CONSISTING OF A 4.144 ACRE TRACT OF LAND LOCATED APPROXIMATELY AT THE NORTHEAST CORNER OF SUMMIT AVENUE AND PLANO PARKWAY, IN THE CITY OF PLANO, TEXAS ESTABLISHING THE BOUNDARIES OF SUCH ZONE; ORDAINING OTHER MATTERS RELATING THERETO; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 27th day of November, 2007, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

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

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

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

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

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

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

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

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

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and

to the land included in the zone and the improvements sought are feasible and practical; and

- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and
- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 110, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2009.

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

- a) Be located wholly within the zone as established herein.
- b) Have a minimum expenditure on personal property improvements equal to or greater than **One Hundred Thousand and No/100 Dollars (\$100,000.00)** and have a minimum expenditure on real property improvements equal to or greater than **Two Million One Hundred Thousand and No/100 Dollars (\$2,100,000.00)**.
- c) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.

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- d) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- e) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

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

- a) Duration of Exemption - ten (10) consecutive tax years beginning with and including the January 1, 2009 assessment date.
- b) Share of taxes abated - percentage of taxes on total value of appraised Personal Property and Improvements at the rate of: 50% for the years 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, and 2018.

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

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

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

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

DULY PASSED AND APPROVED this 27th day of November, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 110
Real Property
Metes and Bounds

FIELD NOTES

Being a tract of land situated in the J.B. Roundtree Survey, Abstract No. 759, the City of Plano, Collin County, Texas, and being part of that tract of land described in deed to Argent Plano Realty, L.P. recorded in Volume 4850, Page 1586, Deed Records of Collin County, Texas (D.R.C.C.T.), and being part of Block 10 of the Central Plano Industrial Park, Phase III, an addition to the City of Plano, Texas as recorded in Cabinet C, Page 187, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-Inch Iron rod with cap stamped 'Haiff Associates, Inc.' (hereinafter referred to as 'with cap') found in the south right-of-way line of Summit Avenue (a 60-foot right-of-way at this point) for the northeast corner of said Block 10 and the northwest corner of Block 9, of the Central Plano Industrial Park, Phase III, an addition to the City of Plano as recorded in Cabinet K, Page 258 (P.R.C.C.T.), said point also being North 89 degrees 47 minutes 30 seconds West, a distance of 509.58 feet from an 'X' found in the concrete at the intersection of the said south right-of-way line of Summit Avenue and the west right-of-way line of Klein Road (a 60 foot right-of-way);

THENCE North 89 degrees 47 minutes 30 seconds West, along the south right-of-way line of said Summit Avenue and along the north line of said Block 10, a distance of 320.00 feet to a P.K. nail found for the POINT OF BEGINNING;

THENCE South 00 degrees 12 minutes 30 seconds West, departing said south right-of-way line and said north line of Block 10, a distance of 480.00 feet to a 1/2-inch Iron rod with cap found for corner;

THENCE North 89 degrees 47 minutes 30 seconds West, a distance of 376.08 feet to a 1/2-inch Iron rod with cap set for corner on the west line of said Block 10;

THENCE North 00 degrees 12 minutes 30 seconds East, along said west line, a distance of 480.00 feet to a 1/2-inch Iron rod with cap found for the northwest corner of said Block 10 on the south right-of-way line of said Summit Avenue;

THENCE South 89 degrees 47 minutes 30 seconds East, along said south right-of-way line of Summit Avenue and along north line of said Block 10, a distance of 376.08 feet to the POINT OF BEGINNING AND CONTAINING 180,518 square feet, or 4.144 acres of land, more or less.

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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: 11/27/07		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	FINANCE		Initials	Date
Department Head	John McGrane		Executive Director	11/15/07
Dept Signature:	<i>John McGrane</i>		City Manager	11/15/07
Agenda Coordinator (include phone #): Brianna Alvarado x7479				
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 AGREEMENT BY AND BETWEEN THE CITY OF PLANO, AND KRYPTON SOLUTIONS,LLC, A TEXAS CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, AND 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 type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2007-2008	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GENERAL				
COMMENTS: The fiscal impact of this item is contingent upon the value of improvements made to the property. Currently, the Real Property is estimated to have an approximate taxable value of not less than \$2,100,000. The Business Personal Property is estimated to have an approximate taxable value of not less than \$100,000. The proposed Real Property and Business Personal Property tax abatement on the improvements will begin January 1, 2009 and continue through the year 2018, and will be equal to 50% for ten (10) years.				
SUMMARY OF ITEM				
A request by Krypton Solutions, LLC for a Tax Abatement. Reinvestment Zone No. 110				

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO, AND KRYPTON SOLUTIONS,LLC, A TEXAS CORPORATION, AND PROVIDING FOR A BUSINESS PERSONAL PROPERTY AND REAL PROPERTY TAX ABATEMENT, AND 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 Tax Abatement Agreement by and between the City of Plano, Texas, the County of Collin, Krypton Solutions, LLC, a Texas Corporation, 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 27th day of November, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

TAX ABATEMENT AGREEMENT

This Agreement is entered into by and between the **City of Plano, Texas**, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "**City**;" and **Krypton Solutions, LLC.**, a Texas corporation, hereinafter referred to as "**Owner**."

WITNESSETH:

WHEREAS, on the 27th day of November, 2007, the City Council of the City of Plano, Texas, passed Ordinance No. _____ establishing **Reinvestment Zone No. 110**, for commercial/industrial tax abatement, hereinafter referred to as the "Ordinance," as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "Áct"; and

WHEREAS, the **City** has adopted a revised policy statement for Tax Abatement by Resolution No. 2007-8-27(R) stating that it elects to be eligible to participate in tax abatement (the "Policy Statement"); and

WHEREAS, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the **City** as contemplated by the Act; and

WHEREAS, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefiting the **City**; and

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, the contemplated improvements to the Real Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said **Reinvestment Zone No. 110** in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City of Plano and all applicable law.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") attached hereto and made a part hereof. At the time of this Agreement, **Krypton Solutions, LLC.** is the **Owner** of the Real Property. This Agreement shall be terminated should the Real Property not be occupied by **Owner**, its successor or its affiliate.

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2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory and supplies, used within **Reinvestment Zone No. 110**, which shall be hereinafter referred to as the "Personalty." The Personalty is presently estimated to have an approximate taxable value of **One Hundred Thousand Dollars (\$100,000)** and is or will be owned by **Owner** or its affiliates. **Owner** shall timely render its personal property value each year to the Central Appraisal District

3. **Owner**, as owner of the Personalty, may not relocate, for purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

4. **Owner** estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in at least 31 full-time equivalent jobs ("Full-Time Jobs") (i.e., scheduled work of at least 40 hours per week by employees and/or independent contractors; for illustration purposes only, if one person is scheduled to work 22 hours per week at the Real Property and another person is scheduled to work 18 hours at the Real Property, then such persons combined would equal one Full-Time Job) at the Development in Plano when the new building is completed. This number is only an estimate. During the term of this Agreement, for purposes of paragraph 7(f), the number of Full-Time Jobs at the Development will be established on January 1 of each year.

IMPROVEMENTS

5. The **Owner** shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as Improvements) consisting primarily of a new building consisting of not less than 30,000 gross square feet of office space with an initial expenditure of not less than **Two Million One Hundred Thousand Dollars (\$2,100,000)** on or before December 31, 2008; provided that **Owner** shall have such additional time to complete the Improvements as may be required in the event of "force majeure" if **Owner** is diligently and faithfully pursuing the completion of the Improvements, or if in the reasonable opinion of the **City**, the **Owner** has made substantial progress toward completion of the initial phase of the Improvements. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of **Owner** including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of **Owner**), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of completion of the Improvements shall be defined as the date a Certificate of Occupancy is issued by the City of Plano.

6. The **Owner** agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and valuable consideration of this Agreement. **Owner** further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof. In further consideration, **Owner** shall from the date a Certificate of Occupancy is issued until the expiration or termination of this Agreement, operate

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and maintain the Real Property (or cause the same to be operated and maintained) for the following described purposes: office building where **Owner** or its affiliates will employ at least a total of 31 full-time equivalent positions, referred to herein as the "Purposes."

DEFAULT

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

(a) The Improvements are not materially completed in accordance with this Agreement;

(b) **Owner** allows its real or personal property taxes owed the **City** or on the Real Property, Improvements, or Personalty to become delinquent;

(c) **Owner** fails to occupy the Improvements for the Purposes set forth in paragraph 6 above on or before December 31, 2008; or

(d) The appraised value of the Improvements to Real Property as of January 1, 2009 is less than the minimum amount set forth in paragraph 5 above;

(e) The appraised value as of January 1, 2009 and on January 1 of each year thereafter during the term of the Personalty located on the Real Property is less than the minimum amount set forth in paragraph 2 above; or

(f) **Owner** fails to meet 75% of its commitment with respect to Full-Time Jobs as provided in paragraph 4 above for any year during the term; or

(g) **Owner** fails to provide annual certification as required in paragraph 10 below.

(h) **Owner** has been convicted of a violation under 8 U.S.C. Section 1324a (f) regarding the unlawful employment of aliens.

8. In the event that the **Owner** defaults under this Agreement then the **City** or shall give the **Owner** written notice of such default and if the **Owner** has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, this Agreement may be terminated by the **City** and . Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 7(b) above and after **Owner** fails to cure same in accordance herewith, this Agreement shall immediately terminate and all taxes due after the event of default shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

9. Upon the occurrence of an event of default under Paragraph 7(b) above and after **Owner** fails to cure same in accordance herewith or upon the occurrence of an event of default under Paragraph 7 (h), this Agreement shall immediately terminate with respect to the tax abatements attributable to the Improvements and/or Personalty and all taxes, including previously abated taxes which would have been paid to the **City** and without the benefit of this Agreement, shall become due and owing to the **City** and , together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

10. On or before the 1st day of November of each calendar year during the term of this Agreement, the **Owner** must provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the Governing Body of the **City** certifying compliance with each applicable term of the Agreement.

ASSIGNMENT

11. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. This Agreement cannot be assigned by **Owner** unless written permission is first granted by the **City**, which permission shall be at the reasonable discretion of the **City**, except under the following conditions:

(a) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by **Owner** to one or more affiliates of **Owner** is permissible without the prior written consent of either the **City**; or

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by **Owner** to successors or assigns is permitted without the prior written consent of the **City** if the successors or assigns agree to be bound by the terms of this Agreement and **Owner** shall continue to conduct business on the subject premises, and shall remain the primary tenant.

Owner agrees to give written notice to the **City** of any assignment or transfer of interest permitted pursuant to subparagraphs (a) and (b) thereof. Upon an assignment or transfer permitted pursuant to subparagraphs (a) or (b), such affiliate, successor or assign shall become "Owner" for all purposes under this Agreement.

ABATEMENT PROVISIONS

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the **City**, a portion of ad valorem real and personal property taxes from the Improvements and Personalty otherwise owed to the **City** and shall be abated as follows:

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(a) The tax abatements as to the Improvements and Personalty, as provided for herein, shall be for a period of ten (10) tax years, from January 1, 2009, through December 31, 2018.

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty percent (50%) of the value of the Improvements and fifty percent (50%) of the value of the Personalty for each tax year from January 1, 2009 through December 31, 2018.

(c) The **Owner** shall have the right to protest and/or contest any assessment of ad valorem taxes with respect to the Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this agreement if assessed values fall below those in paragraphs 2 and 5 as a result of an **Owner** filed protest and/or contest.

NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano
Attention: Ms. Diane C. Wetherbee
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Owner by notice to:

Krypton Solutions LLC.
Attention: Mr. Pakaj Pete Patel
Finance Manager
2600 Technology Drive Suite 200
Plano, Texas 75074

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. The **Owner** further agrees that the **City**, its agents and employees, shall have reasonable right (upon reasonable prior notice to **Owner**) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, **City** shall have the continuing right (upon reasonable prior notice to **Owner**) to inspect the Improvements and Personalty to insure that the Improvements and Personalty are thereafter maintained, operated and occupied in accordance with this Agreement.

15. It is understood and agreed between the parties that the **Owner**, in performing their obligations hereunder, is acting independently, and the **City** assumes no responsibilities or liabilities in connection therewith to third parties and **Owner** agrees to indemnify and hold harmless **City** from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of **Owner's** default of their obligations hereunder.

16. The **City** represents and warrants that the Improvements and Personalty do not include any property that is owned by a member of its council or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 27th day of November, 2007, authorizing the City Manager to execute the Agreement on behalf of the **City**.

18. This Agreement was entered into by **Owner** pursuant to authority granted by its Board of Directors, whereby an authorized officer was authorized to execute this Agreement on behalf of Owner.

19. This instrument shall constitute a valid and binding agreement between the **City** and **Owner** when executed in accordance herewith.

20. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or

2-9

provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

21. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Texas.

22. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

This Agreement is performable in Collin County, Texas. Signed this 27th day of November, 2007.

ATTEST:

CITY OF PLANO, TEXAS

Diane Zucco, CITY SECRETARY

Thomas H. Muehlenbeck, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

2-10

ATTEST:

KRYPTON SOLUTIONS, LLC., a Texas
Corporation

Surenda Patel
President

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 110

Metes and Bounds

FIELD NOTES

Being a tract of land situated in the J.B. Roundtree Survey, Abstract No. 759, the City of Plano, Collin County, Texas, and being part of that tract of land described in deed to Argent Plano Realty, L.P., recorded in Volume 4850, Page 1586, Deed Records of Collin County, Texas (D.R.C.C.T.), and being part of Block 10 of the Central Plano Industrial Park, Phase III, an addition to the City of Plano, Texas as recorded in Cabinet C, Page 187, Plat Records, Collin County, Texas (P.R.C.C.T.) and being more particularly described as follows:

COMMENCING at a 1/2-inch Iron rod with cap stamped 'Haiff Associates, Inc.' (hereinafter referred to as 'with cap') found in the south right-of-way line of Summit Avenue (a 60-foot right-of-way at this point) for the northeast corner of said Block 10 and the northwest corner of Block 9, of the Central Plano Industrial Park, Phase III, an addition to the City of Plano as recorded in Cabinet K, Page 258 (P.R.C.C.T.), said point also being North 89 degrees 47 minutes 30 seconds West, a distance of 509.58 feet from an 'X' found in the concrete at the intersection of the said south right-of-way line of Summit Avenue and the west right-of-way line of Klein Road (a 60 foot right-of-way);

THENCE North 89 degrees 47 minutes 30 seconds West, along the south right-of-way line of said Summit Avenue and along the north line of said Block 10, a distance of 320.00 feet to a P.K. nail found for the POINT OF BEGINNING;

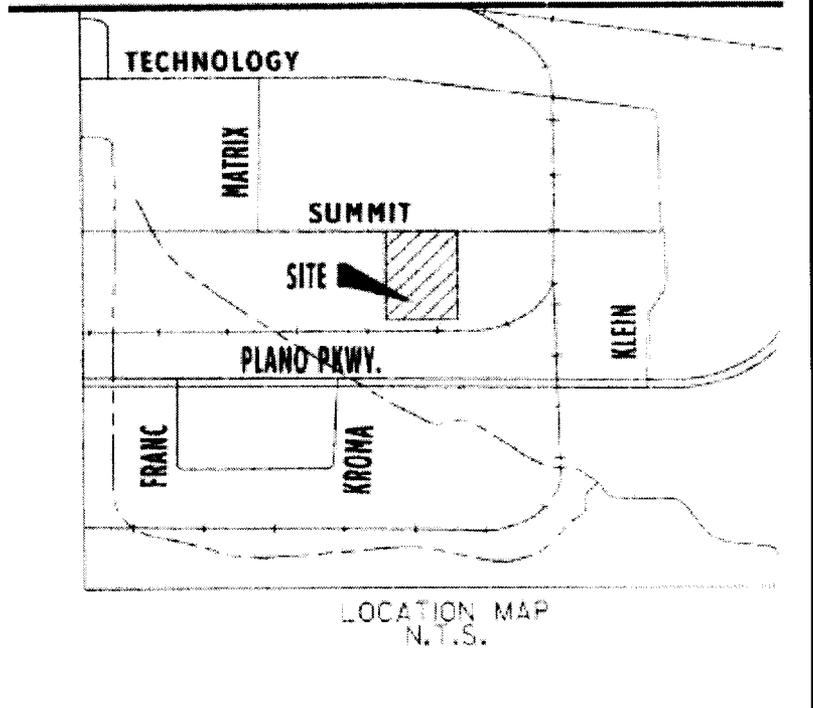
THENCE South 00 degrees 12 minutes 30 seconds West, departing said south right-of-way line and said north line of Block 10, a distance of 480.00 feet to a 1/2-inch Iron rod with cap found for corner;

THENCE North 89 degrees 47 minutes 30 seconds West, a distance of 376.08 feet to a 1/2-inch Iron rod with cap set for corner on the west line of said Block 10;

THENCE North 00 degrees 12 minutes 30 seconds East, along said west line, a distance of 480.00 feet to a 1/2-inch Iron rod with cap found for the northwest corner of said Block 10 on the south right-of-way line of said Summit Avenue;

THENCE South 89 degrees 47 minutes 30 seconds East, along said south right-of-way line of Summit Avenue and along north line of said Block 10, a distance of 376.08 feet to the POINT OF BEGINNING AND CONTAINING 180,518 square feet, or 4.144 acres of land, more or less.

EXHIBIT "B"
THE DEVELOPMENT
REINVESTMENT ZONE NO. 110



**EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 110**

This letter certifies that Krypton Solutions, LLC. is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____ (R) as of _____. The term of this agreement is January 1, 2009, through December 31, 2018. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

KRYPTON SOLUTIONS, LLC

Surenda Patel
PRESIDENT

DATE

**NOTE: This certification form should be mailed to: City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358**

DATE: November 6, 2007
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of November 5, 2007

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2007-47
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to rescind Specific Use Permit #165 for Private Club on one lot on 0.9± acre located on the east side of U.S. Highway 75, 808± feet north of Parker Road. Zoned Corridor Commercial.

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

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 27, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 5, 2007

Agenda Item No. 6

Public Hearing: Zoning Case 2007-47

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #165 for Private Club on one lot on 0.9± acre located on the east side of U.S. Highway 75, 808± feet north of Parker Road. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #165 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

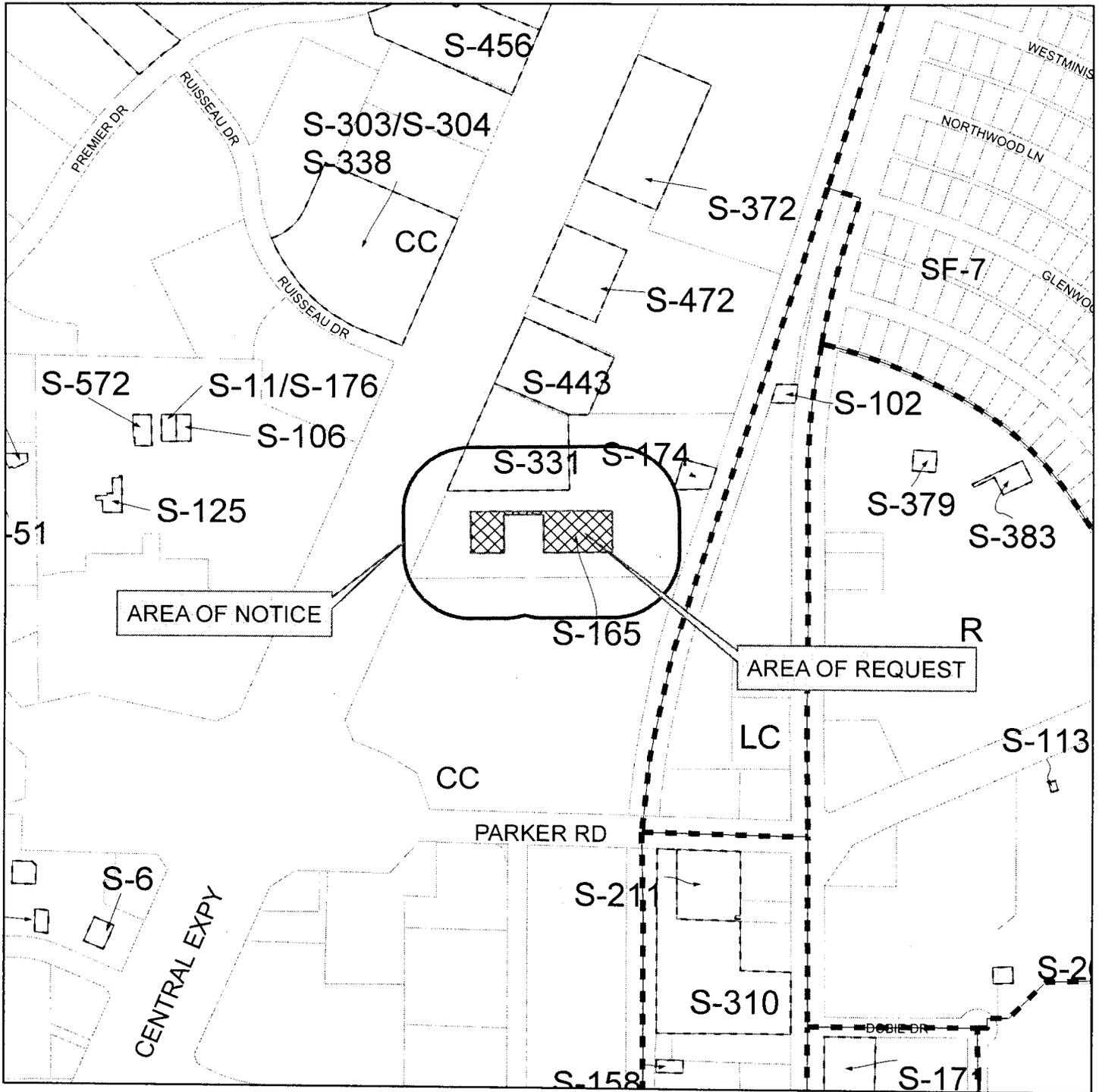
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Mario's Chiquita restaurant with SUP #165 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

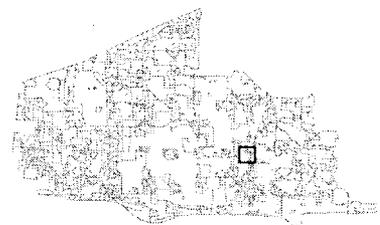
Recommended for approval as submitted.

3-2



Zoning Case #: 2007-47

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #165



○ 200' Notification Buffer



ORDINANCE NO. _____
(Zoning Case 2007-47)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 99-4-15; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 165 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.9± ACRE OF LAND OUT OF THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 75, 808± FEET NORTH OF PARKER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 165 for the additional use of Private Club on one lot on 0.9± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the east side of U.S. Highway 75, 808± feet north of Parker Road in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 165 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Ordinance No. 99-4-15, duly passed and approved by the City Council of the City of Plano, Texas, on April 12, 1999, granting Specific Use Permit No. 165 for the additional use of Private Club on one lot on 0.9± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the east side of U.S. Highway 75, 808± feet north of Parker Road in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 165 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 165 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances 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 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738, Collin County, Texas, and being part of Lot 1, Block A, of the Fairview Farm Marketplace, an addition to the City of Plano, as recorded in Volume G, Page 630 and 631, Map Records, Collin County, Texas, and being more particularly described as follows:

COMMENCING at the southwest corner of the aforesaid addition, said point being in the east line of U.S. Highway 75, a 300 foot right-of-way,

THENCE South $89^{\circ} 40' 25''$ East, along the south line of the aforementioned addition, a distance of 189.86 feet to a point for corner and perpendicular departure from said line;

THENCE North $00^{\circ} 19' 35''$ East, a distance of 76.00 feet to the POINT OF BEGINNING of the herein-described tract;

THENCE North $00^{\circ} 19' 35''$ East, a distance of 129.00 feet to a point for corner;

THENCE South $89^{\circ} 40' 25''$ East, a distance of 425.25 feet to a point for corner;

THENCE South $00^{\circ} 19' 35''$ West, a distance of 129.00 feet to a point for corner;

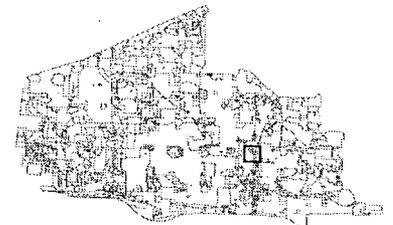
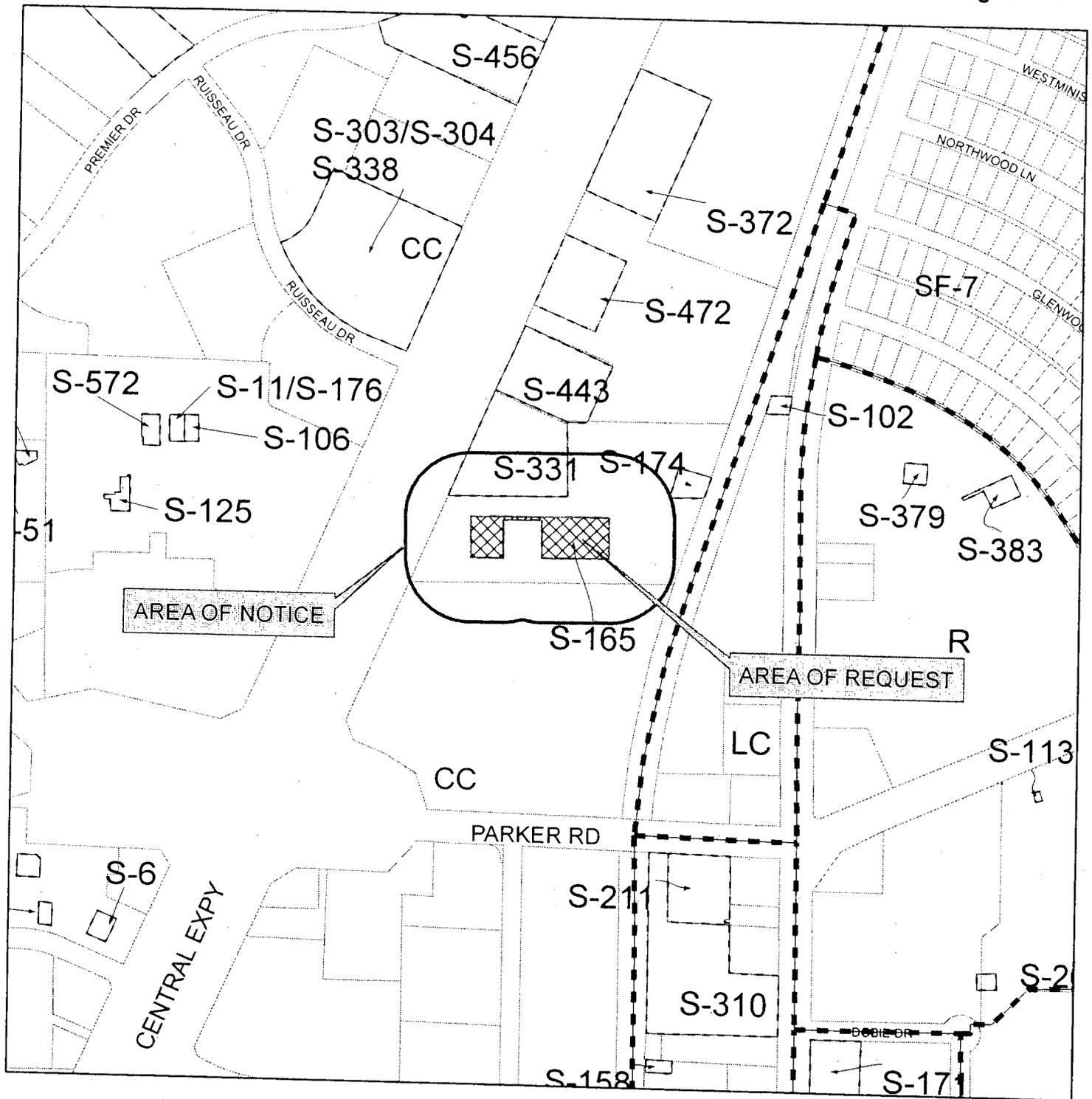
THENCE North $89^{\circ} 40' 25''$ West, a distance of 206.75 feet to a point for corner;

THENCE North $00^{\circ} 19' 35''$ East, a distance of 118.50 feet to a point for corner;

THENCE North $89^{\circ} 40' 25''$ West, a distance of 118.50 feet to a point for corner;

THENCE South $00^{\circ} 19' 35''$ West, a distance of 118.50 feet to a point for corner;

THENCE North $89^{\circ} 40' 25''$ West, a distance of 100.00 feet to the POINT OF BEGINNING and CONTAINING 40,815 square feet or 0.9370 acre of land.



Zoning Case #: 2007-47

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #165

○ 200' Notification Buffer



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DATE: November 6, 2007
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of November 5, 2007

**AGENDA ITEM NO. 7 - PUBLIC HEARING
ZONING CASE 2007-48
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to rescind Specific Use Permit #176 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 838± feet north of Parker Road. Zoned Corridor Commercial.

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

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 27, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 5, 2007

Agenda Item No. 7

Public Hearing: Zoning Case 2007-48

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #176 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 838± feet north of Parker Road. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #176 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

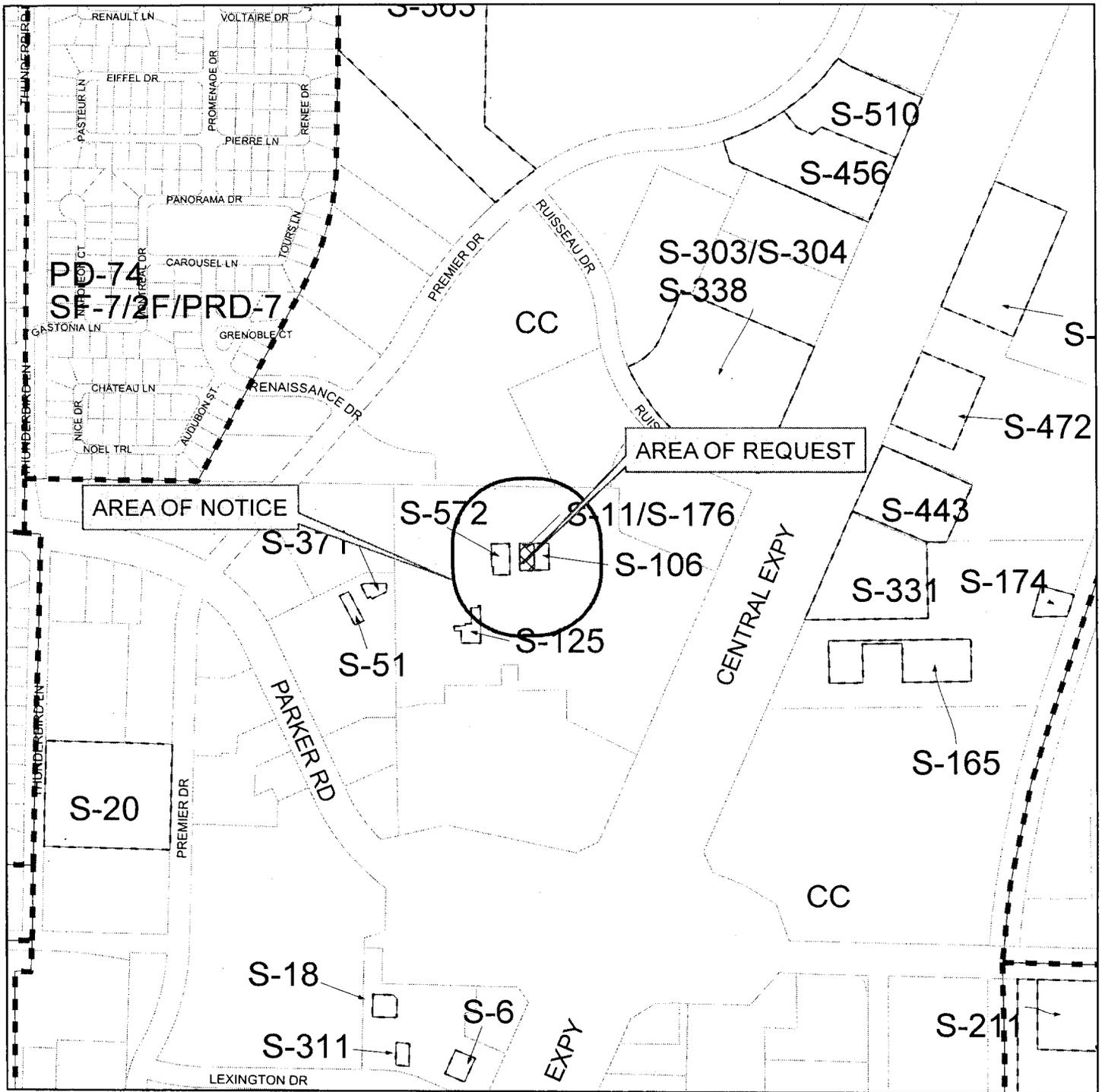
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Greek Isles restaurant with SUP #176 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

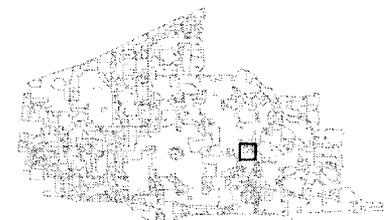
Recommended for approval as submitted.

42



Zoning Case #: 2007-48

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #11 & #176



○ 200' Notification Buffer



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ORDINANCE NO. _____
(Zoning Case 2007-48)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 93-10-23; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 176 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 75, 838± FEET NORTH OF PARKER ROAD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 176 for the additional use of Private Club on one lot on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the west side of U.S. Highway 75, 838± feet north of Parker Road in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 176 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

4-4

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

Section I. Ordinance No. 93-10-23, duly passed and approved by the City Council of the City of Plano, Texas, on October 25, 1993, granting Specific Use Permit No. 176 for the additional use of Private Club on one lot on 0.1± acre of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the west side of U.S. Highway 75, 838± feet north of Parker Road in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 176 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 176 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances 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 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738 and being part of Lot 2, Block 1, of Ruisseau Village, an addition to the City of Plano as recorded in Cabinet D, Page 54 of the Map Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at the most northerly, northeast corner of the aforementioned addition, the following bearing and distances;

THENCE North $87^{\circ} 43' 08''$ West, along the north line of said Ruisseau Village, a distance of 297.98 feet to a point of departure from said line;

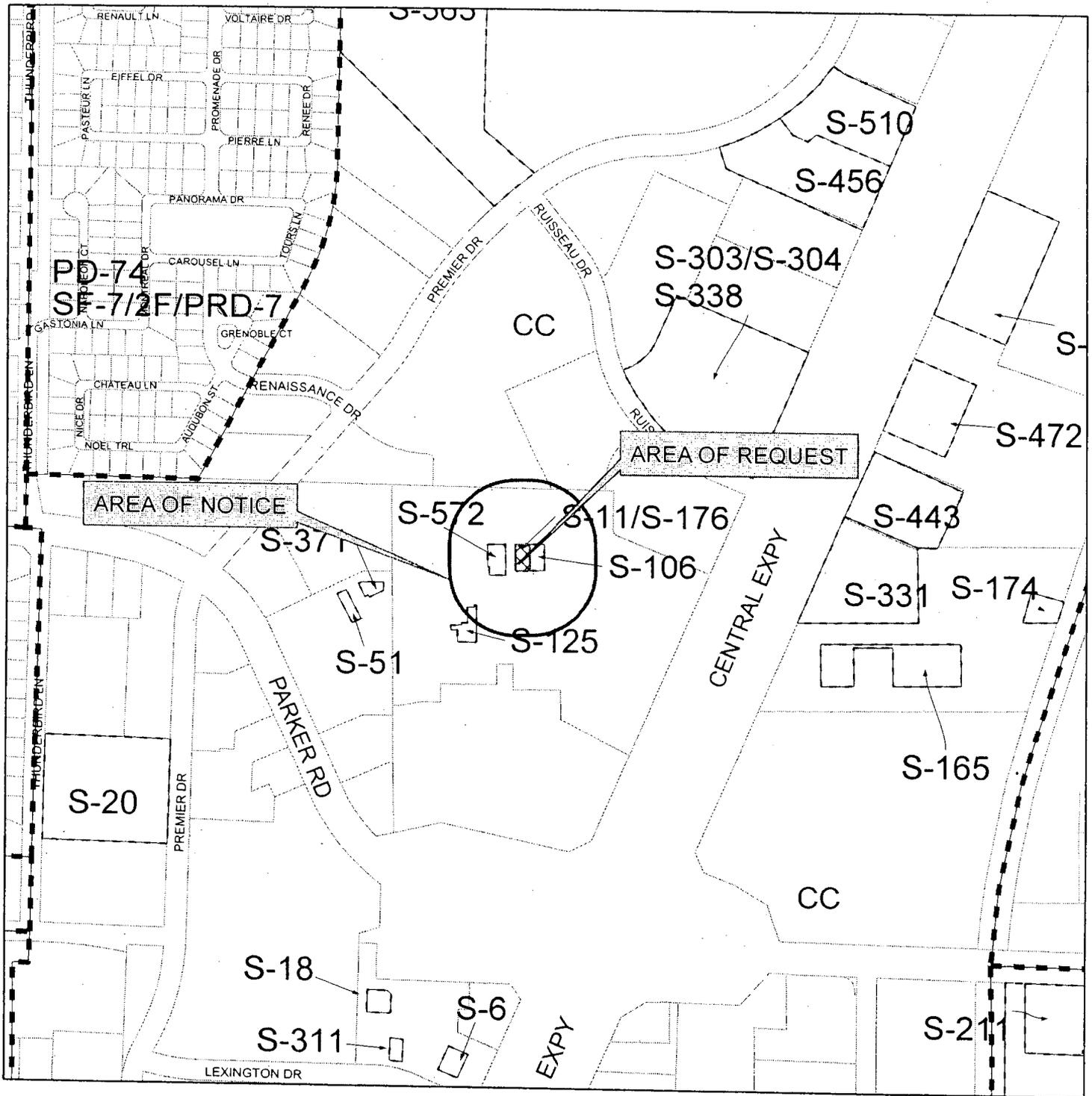
THENCE South $02^{\circ} 16' 52''$ West, a distance of 176.43 feet to the POINT OF BEGINNING of the herein described tract;

THENCE East, a distance of 43.33 feet to a point for corner;

THENCE South, a distance of 82.53 feet to a point for corner;

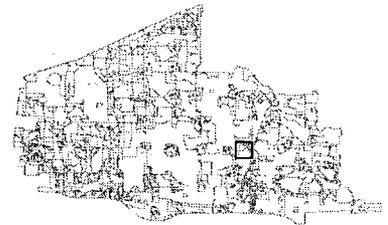
THENCE West, a distance of 43.33 feet to a point for corner;

THENCE North, a distance of 82.53 feet to the POINT OF BEGINNING 3,576 square feet of land.



Zoning Case #: 2007-48

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #11 & #176



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○ 200' Notification Buffer

DATE: November 6, 2007
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of November 5, 2007

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2007-49
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to rescind Specific Use Permit #178 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 1,450± feet south of 15th Street. Zoned Corridor Commercial.

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

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 27, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TF/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 5, 2007

Agenda Item No. 8

Public Hearing: Zoning Case 2007-49

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #178 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 1,450± feet south of 15th Street. Zoned Corridor Commercial.

REMARKS:

This is a city initiated zoning request to rescind Specific Use Permit (SUP) #178 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

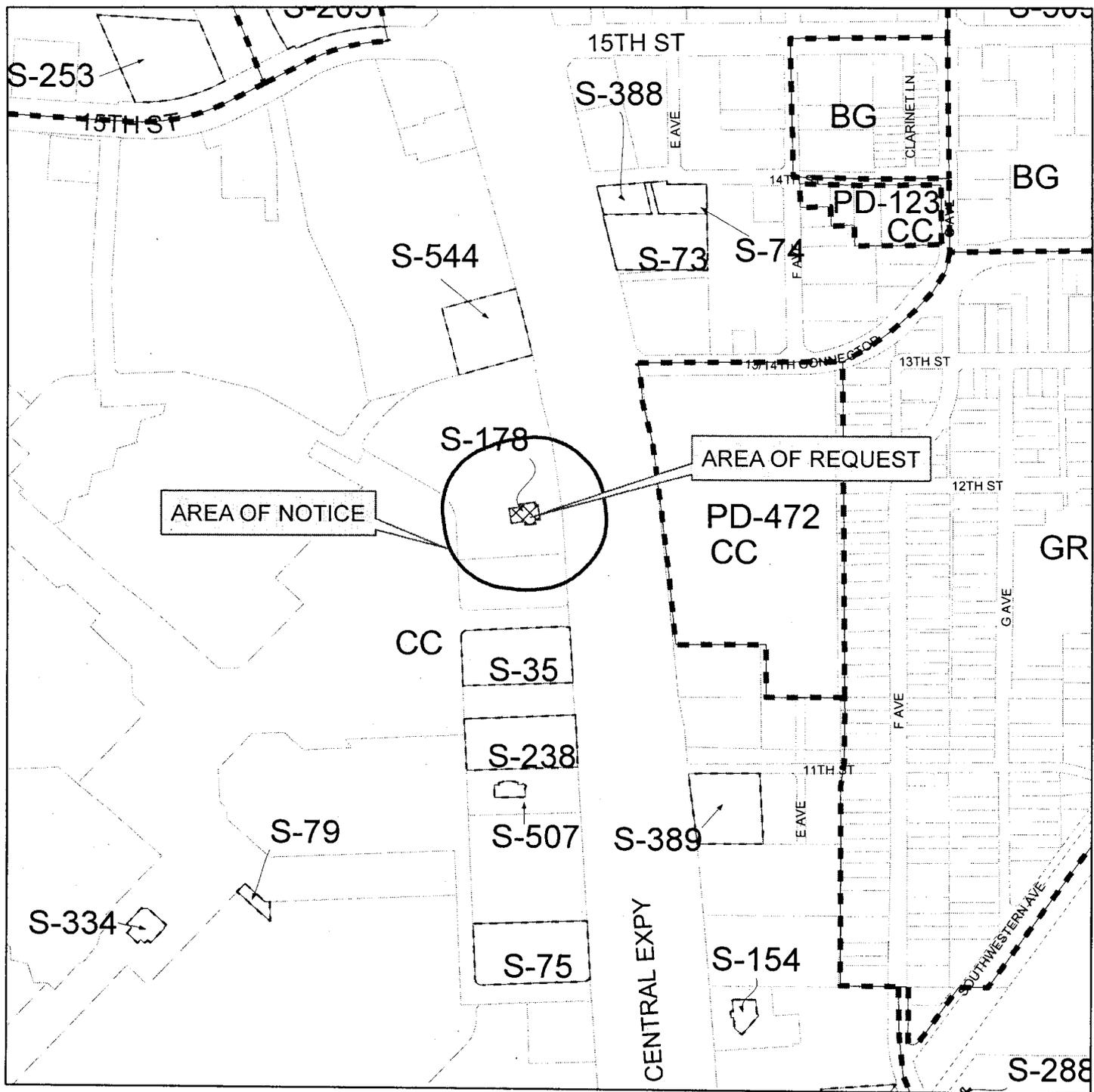
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Chipotle Mexican Grill with SUP #178 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

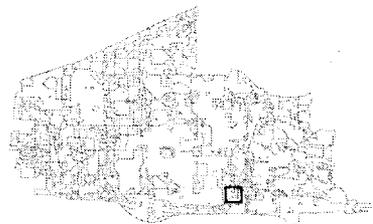
Recommended for approval as submitted.

5-2



Zoning Case #: 2007-49

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #178



○ 200' Notification Buffer



53

ORDINANCE NO. _____
(Zoning Case 2007-49)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 2001-2-17; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 178 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213, LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 75, 1,450± FEET SOUTH OF 15TH STREET IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 178 for the additional use of Private Club on one lot on 0.1± acre of land out of the Joseph Klepper Survey, Abstract No. 213, located on the west side of U.S. Highway 75, 1,450± feet south of 15th Street in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 178 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Ordinance No. 2001-2-17, duly passed and approved by the City Council of the City of Plano, Texas, on February 12, 2001, granting Specific Use Permit No. 178 for the additional use of Private Club on one lot on 0.1± acre of land out of the Joseph Klepper Survey, Abstract No. 213, located on the west side of U.S. Highway 75, 1,450± feet south of 15th Street in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 178 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 178 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances 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 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING all that certain lot, tract or parcel of land situated in the City of Plano, Collin County, Texas, out of the Joseph Klepper Survey, Abstract No. 213, and being a part of Lot 1 in Block A of Janwood Addition, an addition to the City of Plano, Texas, according to the plat thereof as recorded in Cabinet G, Page 723 of the Map Records of Collin County, Texas, and described more particularly by metes and bounds as follows:

COMMENCING at a southeast corner of Lot 1 in Block A, said point being in a curve along the west right-of-way line of U.S. Highway 75 (North Central Expressway);

THENCE northerly along said curve to the left whose radius is 5,569.58 feet and whose chord bears North 05° 19' 10" West at 101.25 feet and at an arc distance of 101.25 feet to a point for corner;

THENCE South 83° 07' West, a distance of 56.30 feet to a PLACE OF BEGINNING of this tract;

THENCE South 83° 07' West, a distance of 13.67 feet to a point for corner;

THENCE South 06° 53' East, a distance of 18.85 feet to a point for corner;

THENCE South 83° 07' West, a distance of 28.43 feet to a point for corner;

THENCE North 06° 53' West, a distance of 18.85 feet to a point for corner;

THENCE South 83° 07' West, a distance of 42.76 feet to a point for corner;

THENCE North 06° 53' West, a distance of 12.33 feet to a point for corner;

THENCE South 83° 07' West, a distance of 11.00 feet to a point for corner;

THENCE North 06° 53' West, a distance of 8.42 feet to a point for corner;

THENCE North 83° 07' East, a distance of 11.00 feet to a point for corner;

THENCE North 06° 53' West, a distance of 3.79 feet to a point for corner;

THENCE North 83° 07' East, a distance of 4.73 feet to a point for corner;

THENCE North 06° 53' West, a distance of 1.75 feet to a point for corner;

THENCE North 83° 07' East, a distance of 5.01 feet to a point for corner;

THENCE North $06^{\circ} 53'$ West, a distance of 5.14 feet to a point for corner;

THENCE North $83^{\circ} 07'$ East, a distance of 15.05 feet to a point for corner;

THENCE South $06^{\circ} 53'$ East, a distance of 6.40 feet to a point for corner;

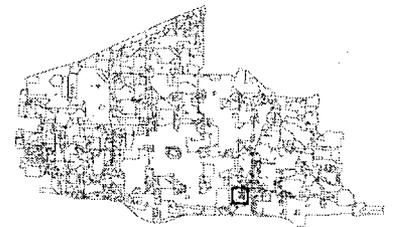
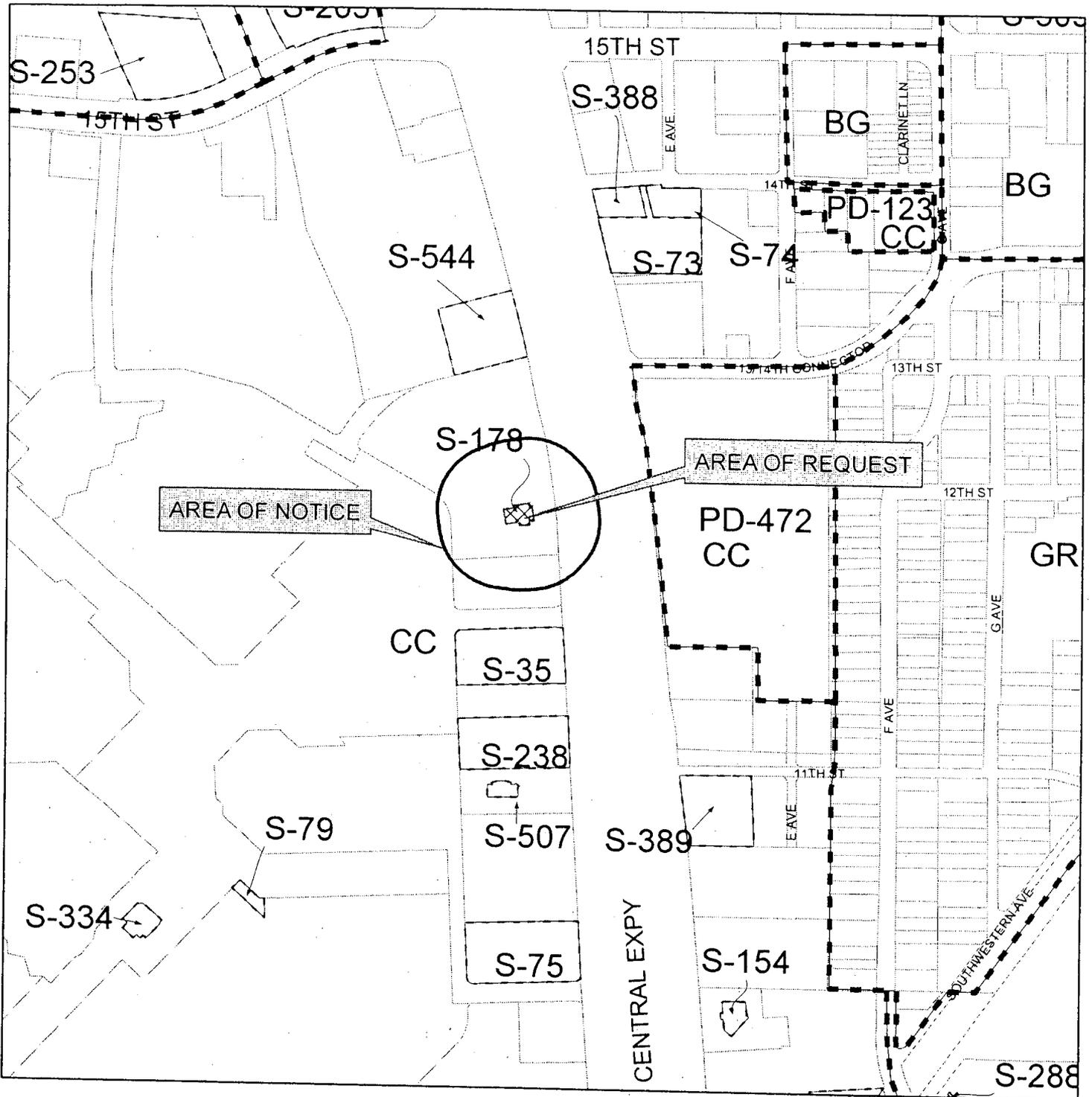
THENCE North $83^{\circ} 07'$ East, a distance of 53.21 feet to a point for corner;

THENCE North $06^{\circ} 53'$ West, a distance of 17.99 feet to a point for corner;

THENCE North $83^{\circ} 07'$ East, a distance of 6.86 feet to a point for corner;

THENCE South $06^{\circ} 53'$ East, a distance of 43.02 feet to the PLACE OF BEGINNING and CONTAINING 2,976 square feet of land.

58



Zoning Case #: 2007-49

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #178



○ 200' Notification Buffer

59

DATE: November 6, 2007
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of November 5, 2007

**AGENDA ITEM NO. 9 - PUBLIC HEARING
ZONING CASE 2007-50
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to rescind Specific Use Permit #182 for Private Club on one lot on 2.0± acres located at the northeast corner of U.S. Highway 75 and Plano Parkway. Zoned Corridor Commercial.

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

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 27, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TF/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 5, 2007

Agenda Item No. 9

Public Hearing: Zoning Case 2007-50

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #182 for Private Club on one lot on 2.0± acres located at the northeast corner of U.S. Highway 75 and Plano Parkway. Zoned Corridor Commercial.

REMARKS:

This is a city initiated zoning request to rescind Specific Use Permit (SUP) #182 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

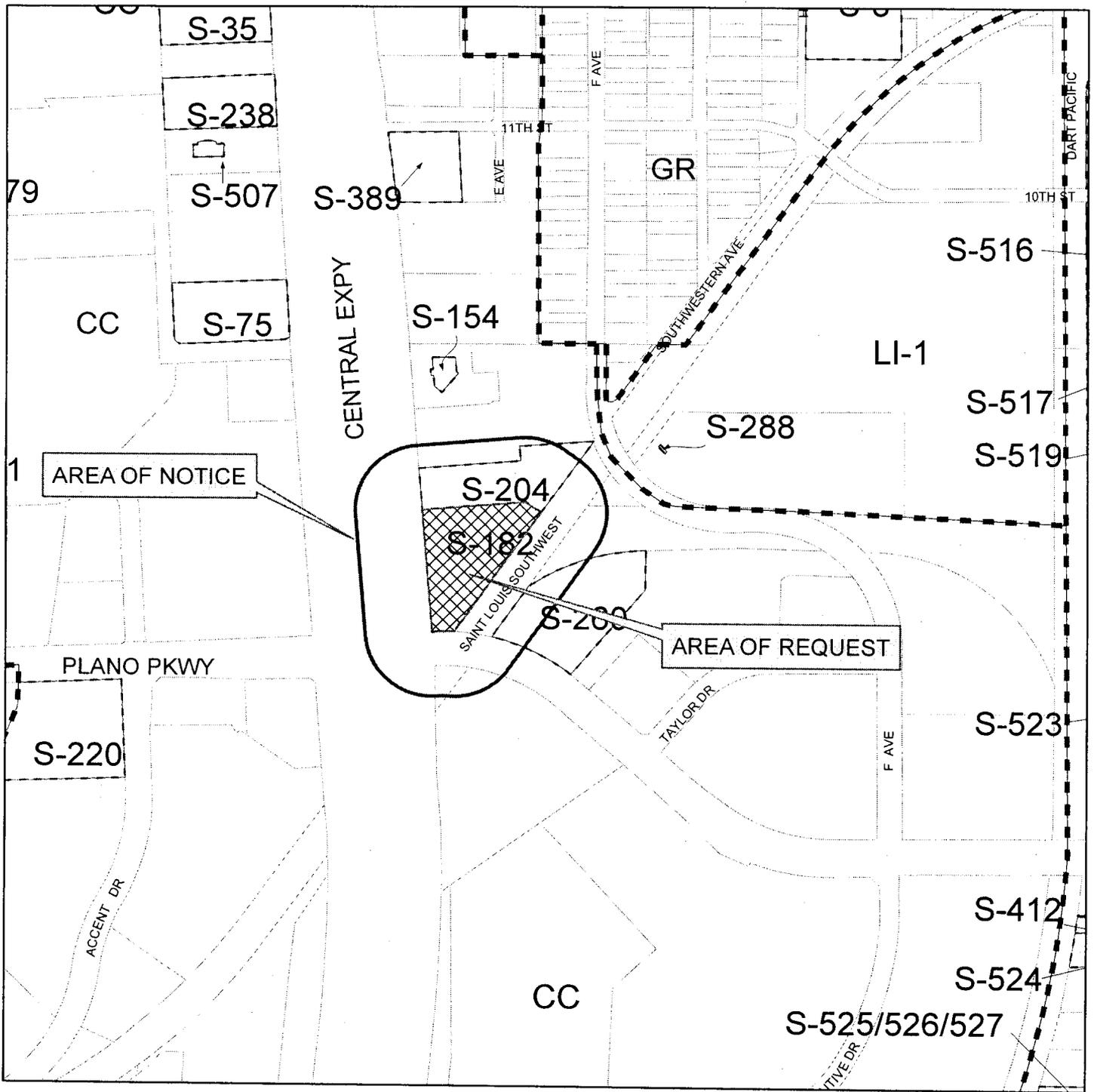
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Olive Garden Italian Restaurant with SUP #182 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

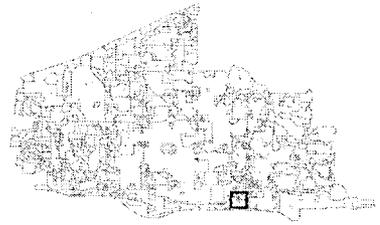
Recommended for approval as submitted.

6-12



Zoning Case #: 2007-50

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #182



○ 200' Notification Buffer



63

ORDINANCE NO. _____
(Zoning Case 2007-50)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 91-4-35; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 182 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 2.0± ACRES OF LAND OUT OF THE SAMUEL KLEPPER SURVEY, ABSTRACT NO. 216, LOCATED AT THE NORTHEAST CORNER OF U.S. HIGHWAY 75 AND PLANO PARKWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 182 for the additional use of Private Club on one lot on 2.0± acres of land out of the Samuel Klepper Survey, Abstract No. 216, located at the northeast corner of U.S. Highway 75 and Plano Parkway in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 182 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

64

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

Section I. Ordinance No. 91-4-35, duly passed and approved by the City Council of the City of Plano, Texas, on February 11, 1991, granting Specific Use Permit No. 182 for the additional use of Private Club on one lot on 2.0± acres of land out of the Samuel Klepper Survey, Abstract No. 216, located at the northeast corner of U.S. Highway 75 and Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 182, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 182 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances 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 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

66

EXHIBIT "A"
LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the Samuel Klepper Survey, Abstract No. 216, being part of an 8.606 acre tract of land as described and recorded in Volume 598, Page 392 of the Collin County Deed Records, and being more particularly described as follows:

COMMENCING for reference at a one-inch iron rod set for corner in the East right-of-way line of U.S. Highway 75, said corner being the Southwest corner of the Stalker Addition, an addition to the City of Plano, as recorded in Cabinet G, Page 295 of the Collin County Plat Records;

THENCE with the East right-of-way line of U.S. Highway 75, South $03^{\circ} 59' 16''$ West, 128.56 feet to a one-inch iron rod set marking the PRINCIPAL PLACE OF BEGINNING and Northwest corner of the premises herein described;

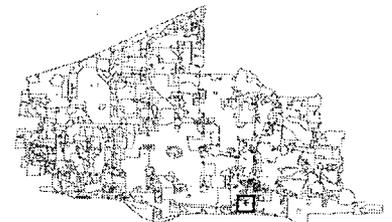
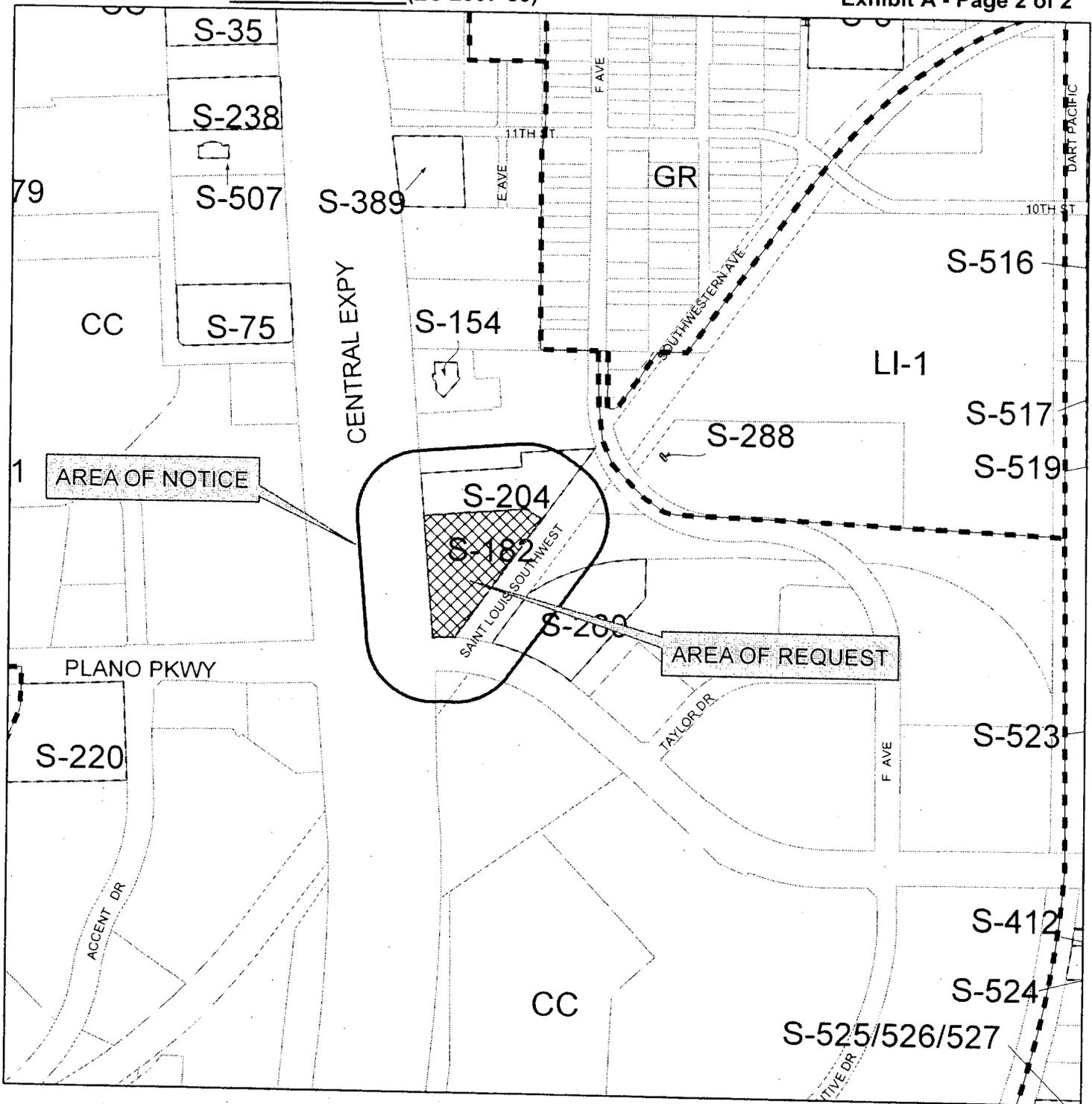
THENCE with the North line of said premises and parallel with the South line of said Addition, North $86^{\circ} 00' 44''$ East, 315.00 feet to a one-inch iron rod set for corner;

THENCE with the Northeast line of said premises, South $54^{\circ} 00' 06''$ East, 54.79 feet to a one-inch iron rod set in the Northwest right-of-way line of the St. Louis & Southwestern Railroad (100' right-of-way) and marking the most Easterly Northeast corner of said premises;

THENCE with the Southeast line of said premises and the Northwest right-of-way line of said railroad, South $35^{\circ} 59' 54''$ West, 450.00 feet to a one-inch iron rod set marking the Southeast corner of said premises, said corner being in the North right-of-way line of Plano Parkway (100' right-of-way);

THENCE with the South line of said premises and the North right-of-way line of Plano Parkway, South $86^{\circ} 00' 44''$ West, 67.81 feet to a one-inch iron rod set marking the Southwest corner of said premises, and marking the intersection of the East right-of-way line of U.S. Highway 75 with the North right-of-way line of Plano Parkway;

THENCE with the West line of said premises and the East right-of-way line of U.S. Highway 75, North $03^{\circ} 59' 16''$ West, 380.00 feet to the principal PLACE OF BEGINNING and CONTAINING 85,062 square feet or 1.953 acres of land.



Zoning Case #: 2007-50

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #182

○ 200' Notification Buffer



68

DATE: November 6, 2007
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of November 5, 2007

**AGENDA ITEM NO. 10 - PUBLIC HEARING
ZONING CASE 2007-51
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to rescind Specific Use Permit #201 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 393± feet north of Enterprise Drive. Zoned Corridor Commercial.

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

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 27, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 5, 2007

Agenda Item No. 10

Public Hearing: Zoning Case 2007-51

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #201 for Private Club on one lot on 0.1± acre located on the west side of U.S. Highway 75, 393± feet north of Enterprise Drive. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #201 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

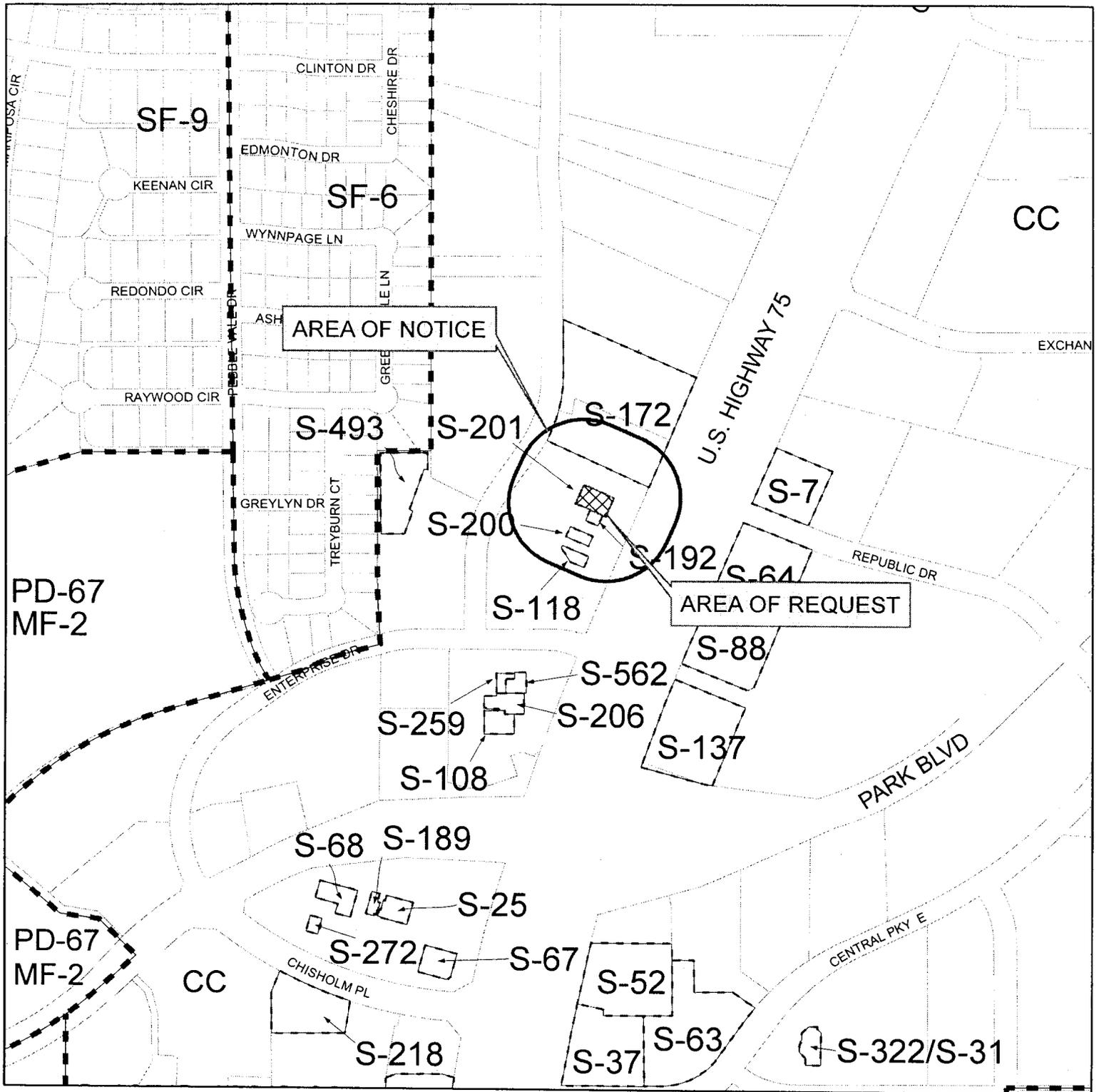
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Mac's Bar and Grill restaurant with SUP #201 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

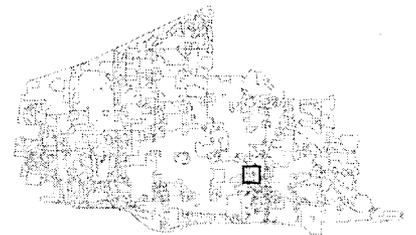
Recommended for approval as submitted.

7-2



Zoning Case #: 2007-51

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #201



○ 200' Notification Buffer **7-3**

ORDINANCE NO. _____
(Zoning Case 2007-51)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 93-1-20; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 201 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND IN THE CENTRAL CENTER SHOPPING CENTER, BLOCK A, LOT 1, LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 75, 393± FEET NORTH OF ENTERPRISE DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 201 for the additional use of Private Club on one lot on 0.1± acre of land in the Central Center Shopping Center, Block A, Lot 1, located on the west side of U.S. Highway 75, 393± feet north of Enterprise Drive in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 201 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Ordinance No. 93-1-20, duly passed and approved by the City Council of the City of Plano, Texas, on January 25, 1993, granting Specific Use Permit No. 201 for the additional use of Private Club on one lot on 0.1± acre of land in the Central Center Shopping Center, Block A, Lot 1, located on the west side of U.S. Highway 75, 393± feet north of Enterprise Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 201 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 201 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances 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 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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EXHIBIT "A"
LEGAL DESCRIPTION

BEING 6,300 square feet located on the first floor of the building within Lot 1, Block A, Central Center Shopping Center, an addition to the City of Plano, Collin County, Texas, according to the plat recorded in Cabinet E, Page 144 of the Map Records of Collin County, Texas. Said 6,300 feet of the first floor being more particularly described by metes and bounds as follows:

BEGINNING at a point located at South 24° 19' 30" West, 72.10 feet;

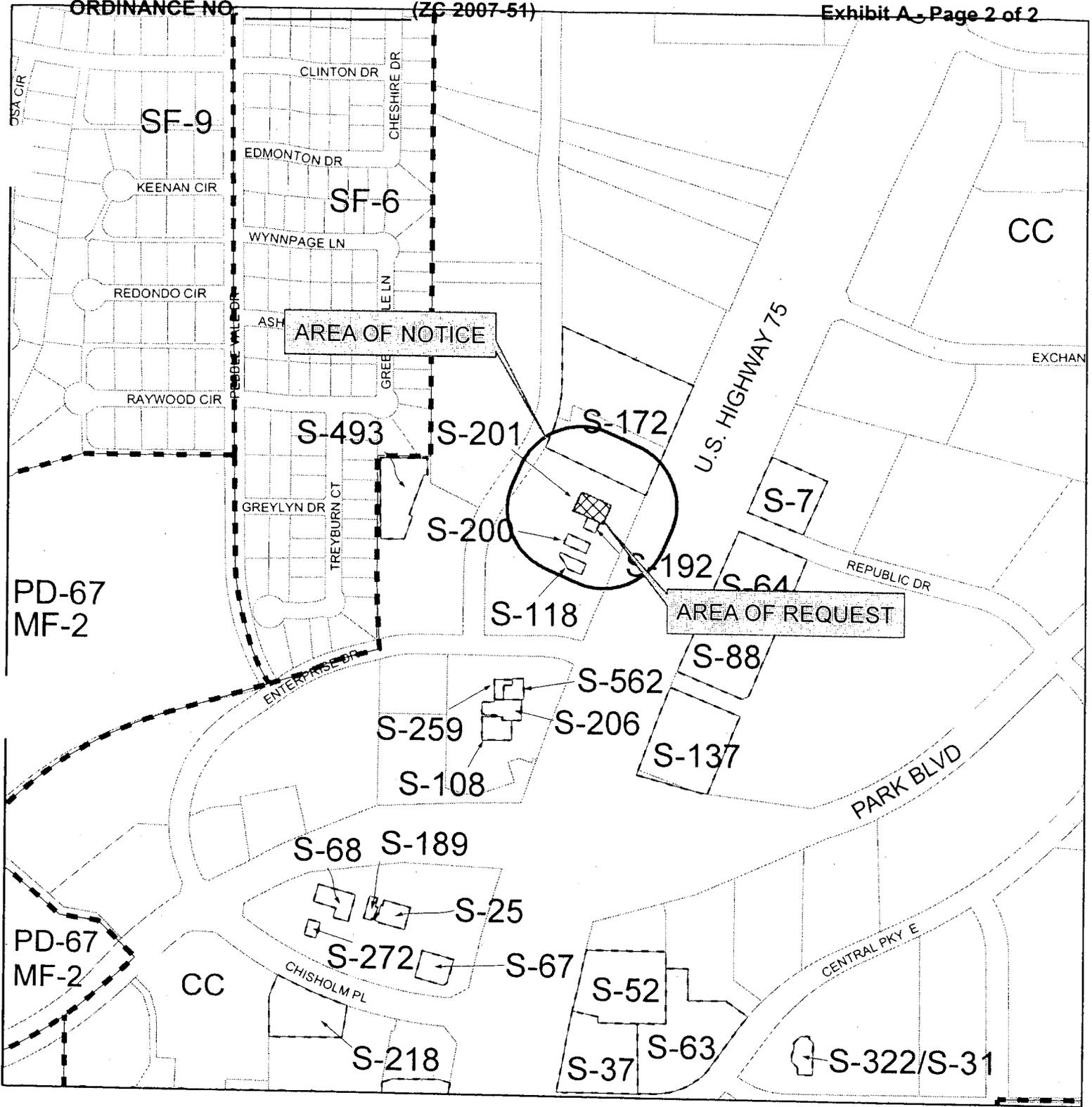
THENCE North 65° 40' 30" West 84.20 feet from the northeast corner of said Lot 1, Block A;

THENCE South 24° 19' 30" West, 63.00 feet to a point;

THENCE North 65° 40' 30" West, 100.00 feet to a point;

THENCE North 24° 19' 30" East, 63.00 feet to a point;

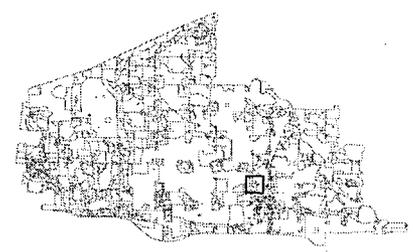
THENCE South 65° 40' 30" East, 100.00 feet to the PLACE OF BEGINNING and CONTAINING 6,300 square feet of land.



Zoning Case #: 2007-51

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #201

7-8



○ 200' Notification Buffer

DATE: November 6, 2007
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of November 5, 2007

**AGENDA ITEM NO. 11 - PUBLIC HEARING
ZONING CASE 2007-52
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to rescind Specific Use Permit #202 for Private Club on one lot on 0.1± acre located at the northwest corner of Parker Road and Silverstone Drive. Zoned Planned Development-90-Retail.

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

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 3 **OPPOSE:** 0

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 27, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 5, 2007

Agenda Item No. 11

Public Hearing: Zoning Case 2007-52

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #202 for Private Club on one lot on 0.1± acre located at the northwest corner of Parker Road and Silverstone Drive. Zoned Planned Development-90-Retail.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #202 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

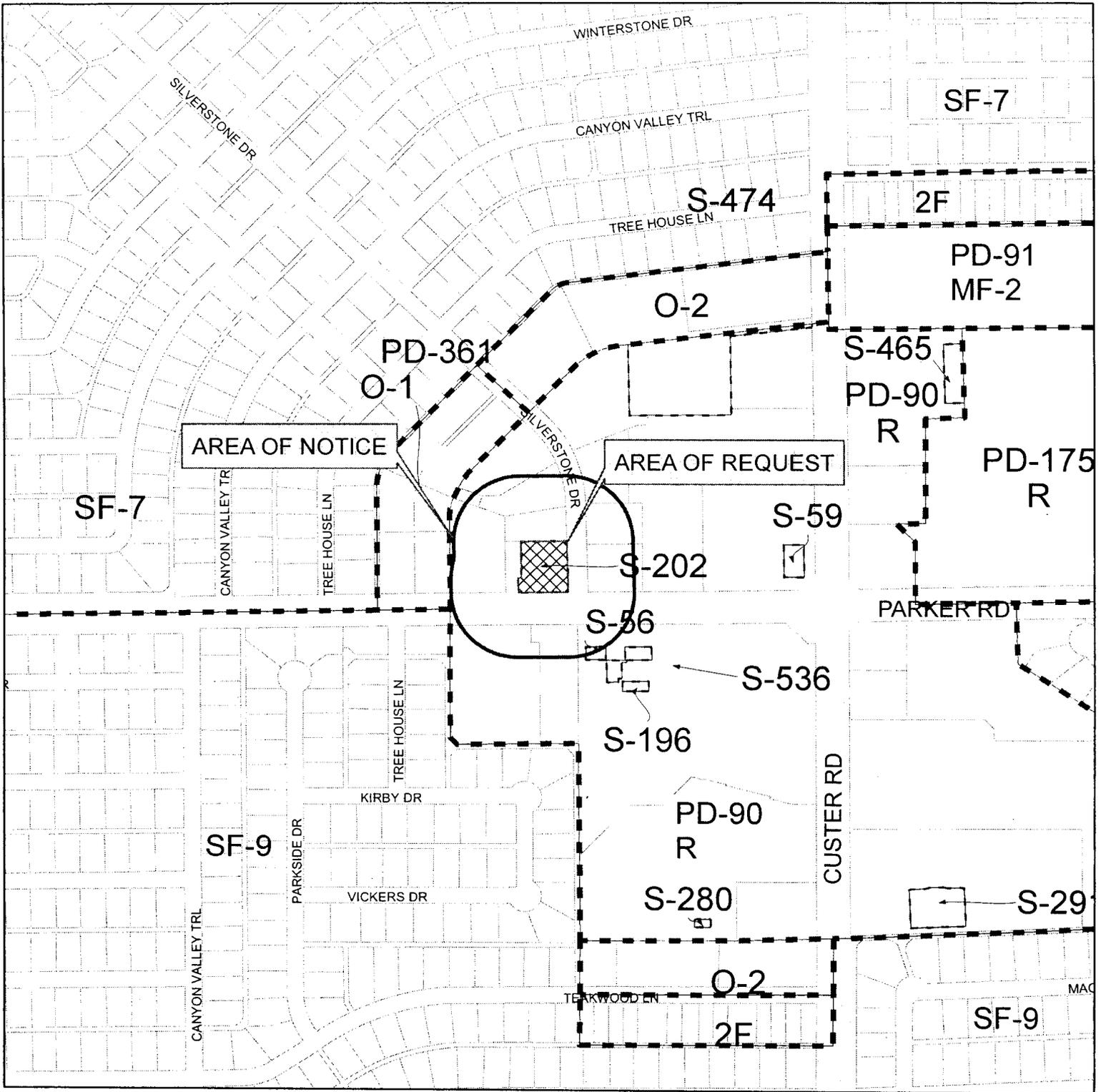
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

El Norte Mexican Grill restaurant with SUP #202 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

8-2



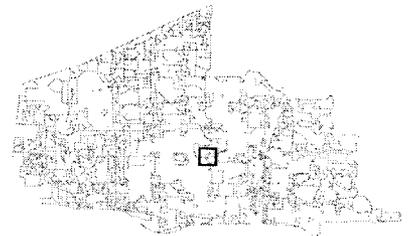
Zoning Case #: 2007-52

Existing Zoning: PLANNED DEVELOPMENT-90-RETAIL w/SPECIFIC USE PERMIT #202



○ 200' Notification Buffer

83



ORDINANCE NO. _____
(Zoning Case 2007-52)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 92-7-31; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 202 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND IN THE PARKER PLAZA WEST, PHASE TWO, BLOCK B, LOT 1, LOCATED AT THE NORTHWEST CORNER OF PARKER ROAD AND SILVERSTONE DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 202 for the additional use of Private Club on one lot on 0.1± acre of land in the Parker Plaza West, Phase Two, Block B, Lot 1, located at the northwest corner of Parker Road and Silverstone Drive in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 202 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Ordinance No. 92-7-31, duly passed and approved by the City Council of the City of Plano, Texas, on July 27, 1992, granting Specific Use Permit No. 202 for the additional use of Private Club on one lot on 0.1± acre of land in the Parker Plaza West, Phase Two, Block B, Lot 1, located at the northwest corner of Parker Road and Silverstone Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-90-Retail with Specific Use Permit No. 202 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 202 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances 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 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

8-6

EXHIBIT "A"
LEGAL DESCRIPTION

BEING part of Lot 1, Block B of Parker Plaza West, Phase Two, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume 12, Page 164 of the Map Records of Collin County, Texas, and being more particularly described as follows:

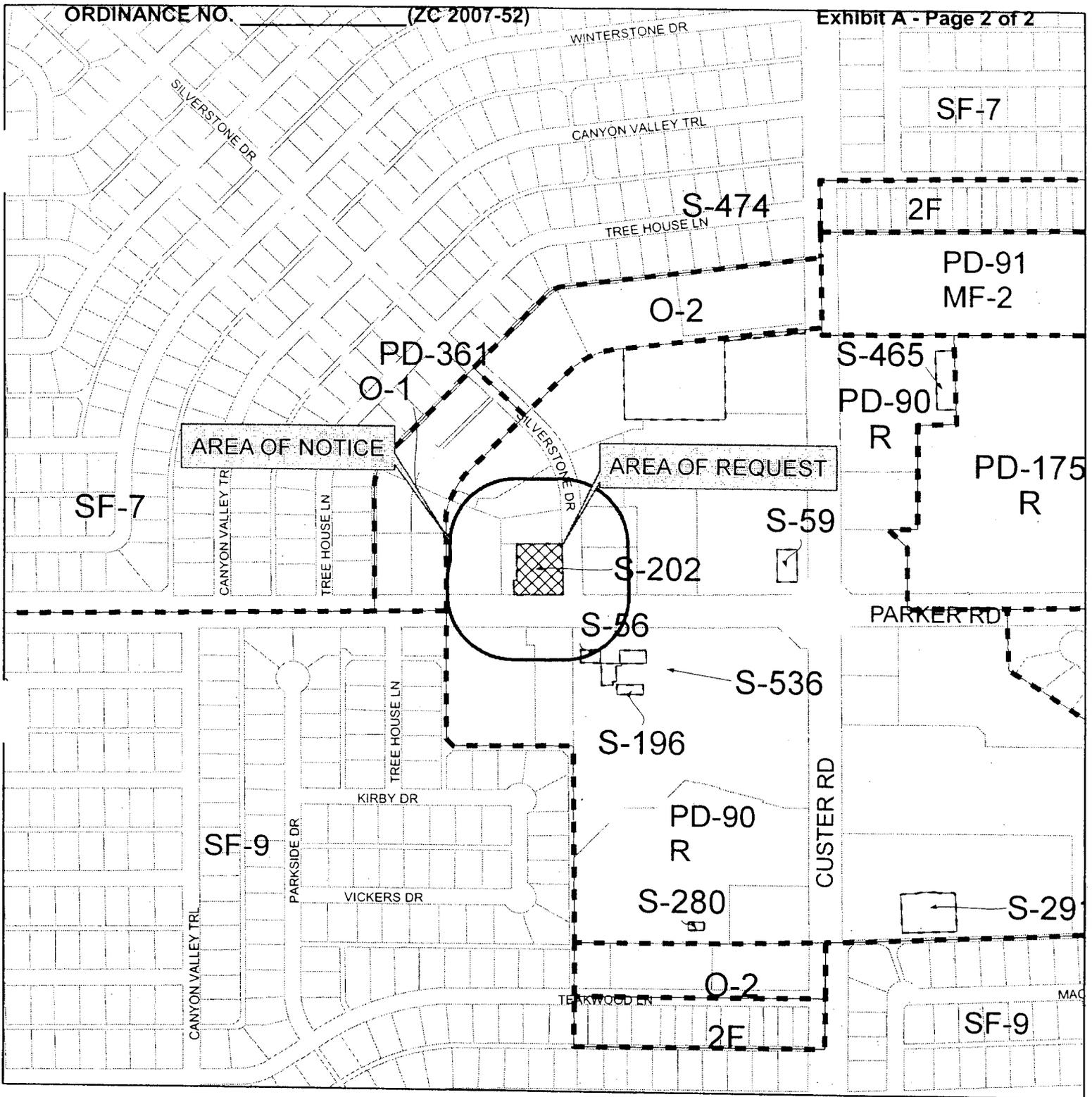
Beginning at the intersection of the north line of Parker Road (a 100' right-of-way), with the west line of Silverstone Drive (a 60' right-of-way), said intersection being the southwest corner of said Lot 1;

THENCE North 89° 56' 30" West along the north line of Parker Road, a distance of 150.00 feet;

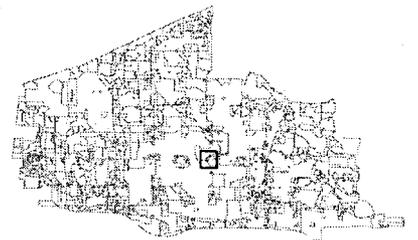
THENCE North 0° 03' 30" East a distance of 150.00 feet;

THENCE South 89° 56' 30" East, a distance of 150.00 feet to the west line of the aforementioned Silverstone Drive;

THENCE South 0° 03' 30" West along the west line of Silverstone Drive, a distance of 150.00 feet to the POINT OF BEGINNING and CONTAINING 2,250 square feet of land.



Planning Case #: 2007-52



Existing Zoning: PLANNED DEVELOPMENT-90-RETAIL w/SPECIFIC USE PERMIT #202



○ 200' Notification Buffer

DATE: November 6, 2007
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of November 5, 2007

**AGENDA ITEM NO. 12 - PUBLIC HEARING
ZONING CASE 2007-53
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to rescind Specific Use Permit #204 for Private Club on one lot on 1.5± acres located on the east side of U.S. Highway 75, 380± feet north of Plano Parkway. Zoned Corridor Commercial.

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

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 27, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 5, 2007

Agenda Item No. 12

Public Hearing: Zoning Case 2007-53

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #204 for Private Club on one lot on 1.5± acres located on the east side of U.S. Highway 75, 380± feet north of Plano Parkway. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #204 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

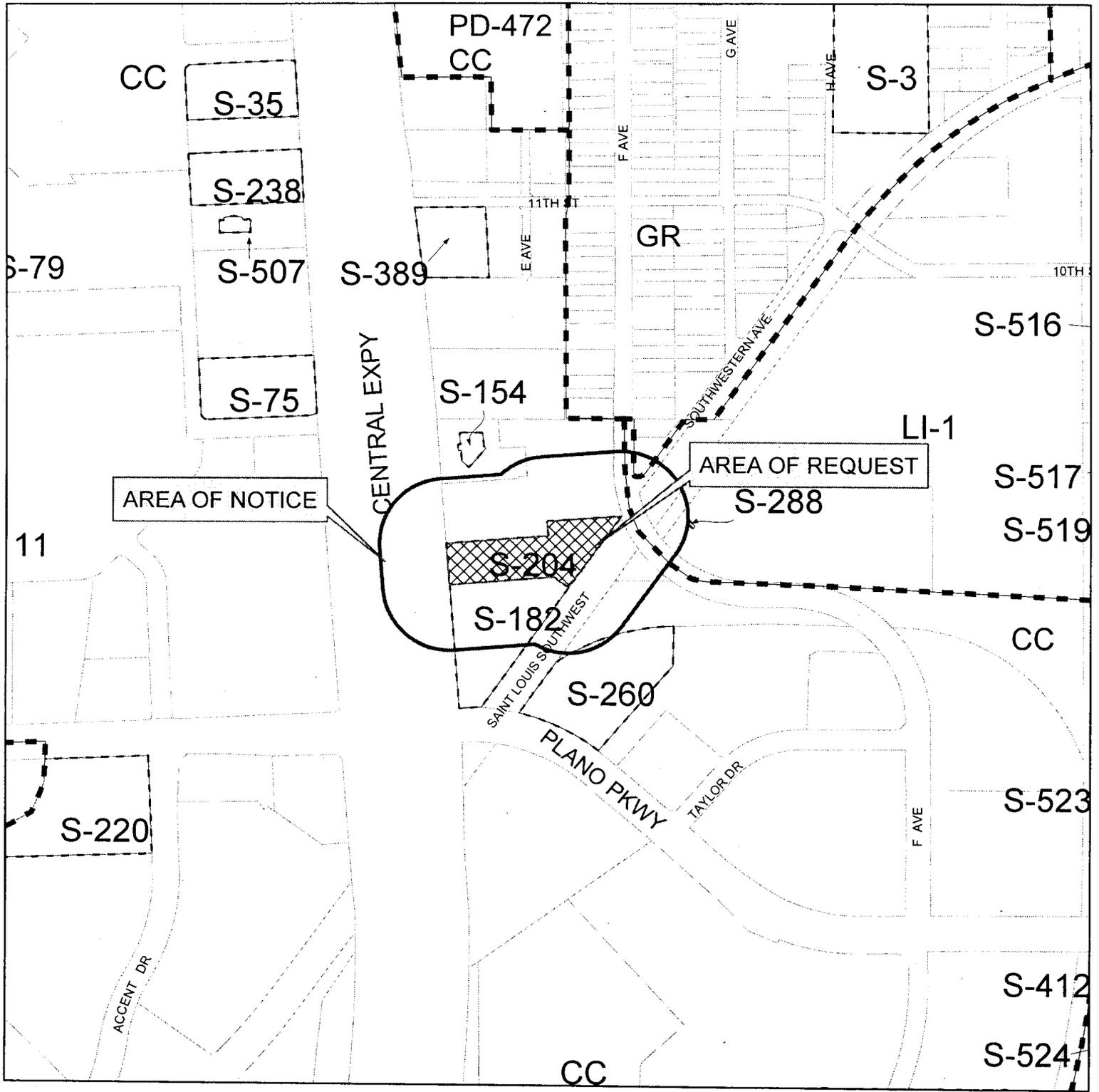
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring/via a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Hooters restaurant with SUP #204 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

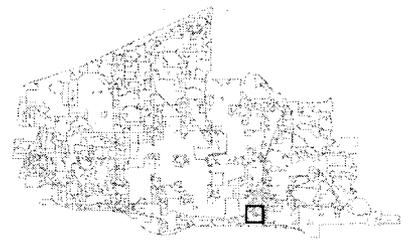
Recommended for approval as submitted.

9-2



Zoning Case #: 2007-53

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #204



○ 200' Notification Buffer

9-3

ORDINANCE NO. _____
(Zoning Case 2007-53)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 95-7-18; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 204 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 1.5± ACRES OF LAND OUT OF THE SAMUEL KLEPPER SURVEY, ABSTRACT NO. 216, LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 75, 380± FEET NORTH OF PLANO PARKWAY IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 204 for the additional use of Private Club on one lot on 1.5± acres of land out of the Samuel Klepper Survey, Abstract No. 216, located on the east side of U.S. Highway 75, 380± feet north of Plano Parkway in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 204 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

9-4

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

Section I. Ordinance No. 95-7-18, duly passed and approved by the City Council of the City of Plano, Texas, on July 10, 1995, granting Specific Use Permit No. 204 for the additional use of Private Club on one lot on 1.5± acres of land out of the Samuel Klepper Survey, Abstract No. 216, located on the east side of U.S. Highway 75, 380± feet north of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial with Specific Use Permit No. 204 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 204 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances 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 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

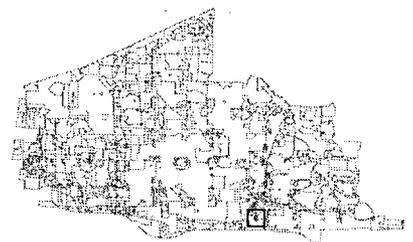
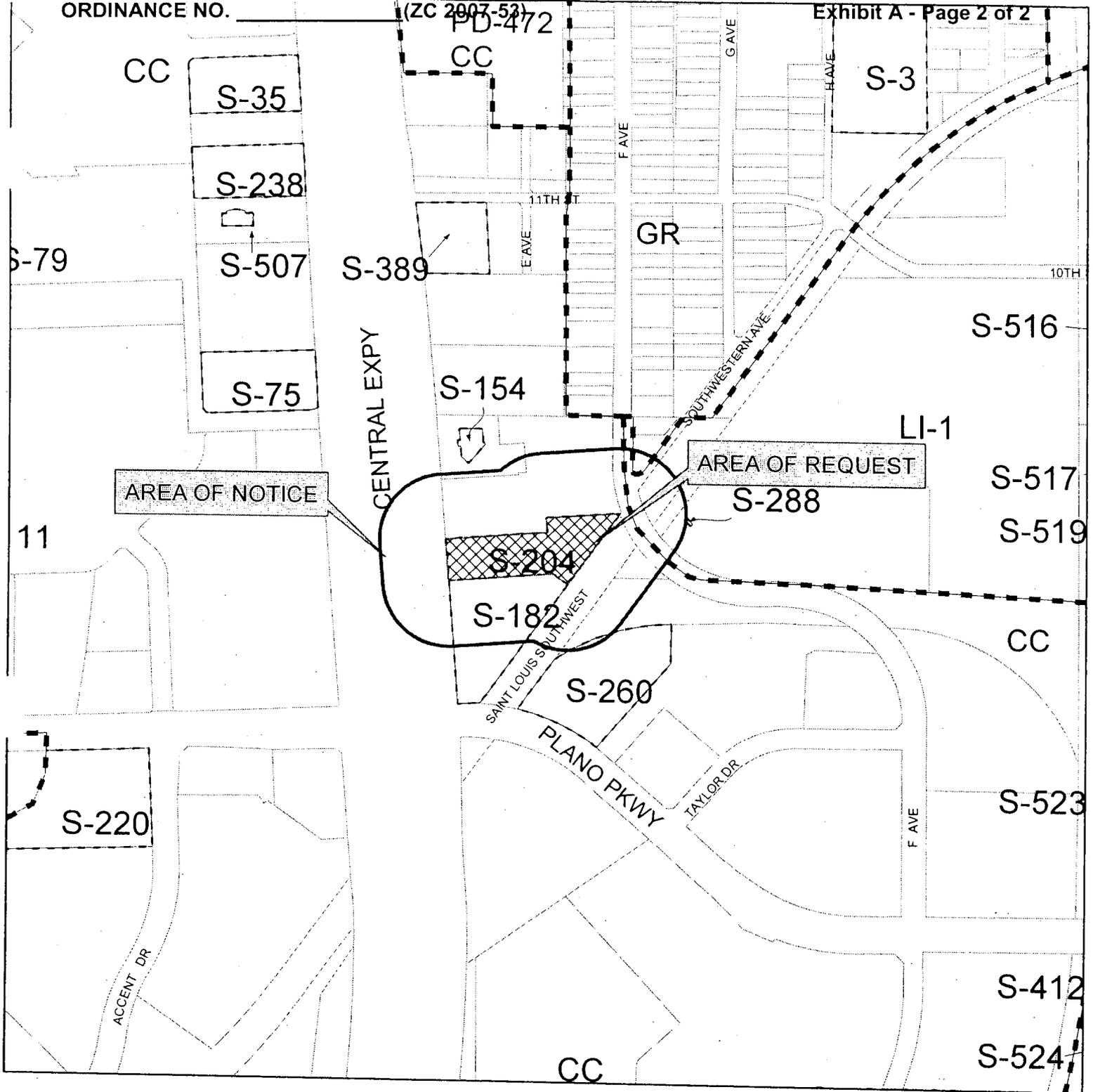
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

9-6

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 2R, Block A, Rooty's Addition, as recorded in Volume N, Page 555 of the Plat Records of Collin County, Texas.



Zoning Case #: 2007-53

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #204

98

○ 200' Notification Buffer

DATE: November 6, 2007
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of November 5, 2007

**AGENDA ITEM NO. 13 - PUBLIC HEARING
ZONING CASE 2007-54
APPLICANT: CITY OF PLANO**

DESCRIPTION:

Request to rescind Specific Use Permit #205 for Private Club on one lot on 1.9± acres located on the north side of 15th Street, 168± feet west of U.S. Highway 75. Zoned Planned Development-469-Corridor Commercial.

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

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: November 27, 2007 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

November 5, 2007

Agenda Item No. 13

Public Hearing: Zoning Case 2007-54

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #205 for Private Club on one lot on 1.9± acres located on the north side of 15th Street, 168± feet west of U.S. Highway 75. Zoned Planned Development-469-Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #205 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

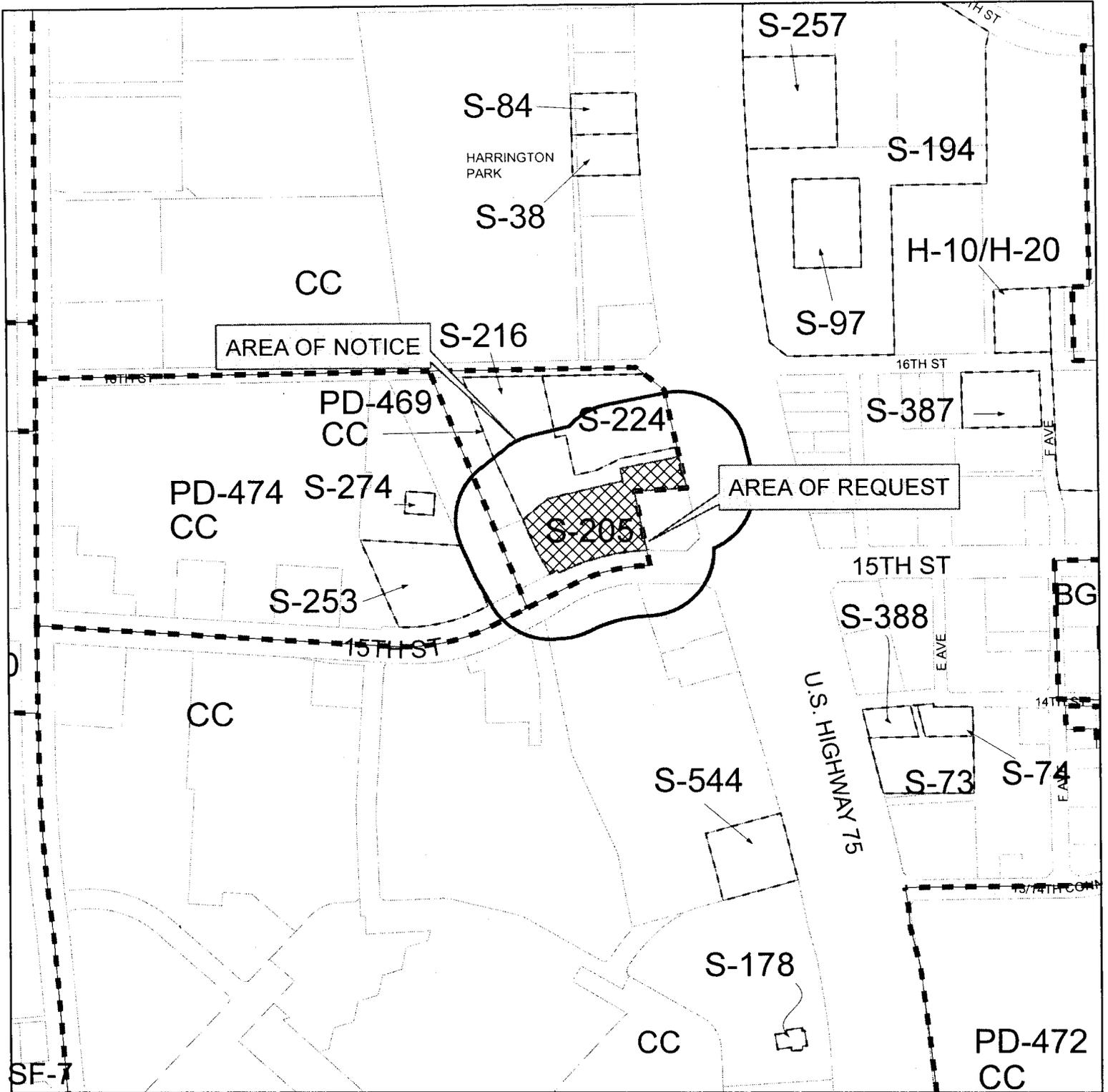
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring/via a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

On the Border restaurant with SUP #205 operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

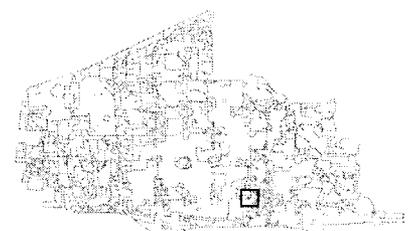
Recommended for approval as submitted.

10-2



Zoning Case #: 2007-54

Existing Zoning: PLANNED DEVELOPMENT-469-CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMIT #205



○ 200' Notification Buffer



10-3

ORDINANCE NO. _____
(Zoning Case 2007-54)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 92-10-22; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 205 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 1.9± ACRES OF LAND OUT OF THE JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213, LOCATED ON THE NORTH SIDE OF 15TH STREET, 168± FEET WEST OF U.S. HIGHWAY 75 IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, AND AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, TO REFLECT SUCH ACTION; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 27th day of November, 2007, for the purpose of considering rescinding Specific Use Permit No. 205 for the additional use of Private Club on one lot on 1.9± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located on the north side of 15th Street, 168± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 27th day of November, 2007; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Ordinance Specific Use Permit No. 205 for the additional use of Private Club would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. Ordinance No. 92-10-22, duly passed and approved by the City Council of the City of Plano, Texas, on October 12, 1992, granting Specific Use Permit No. 205 for the additional use of Private Club on one lot on 1.9± acres of land out of the Joseph Klepper Survey, Abstract No. 213, located on the north side of 15th Street, 168± feet west of U.S. Highway 75 in the City of Plano, Collin County, Texas, presently zoned Planned Development-469-Corridor Commercial with Specific Use Permit No. 205 for Private Club, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 205 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances 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 27TH DAY OF NOVEMBER, 2007.

Pat Evans, MAYOR

ATTEST:

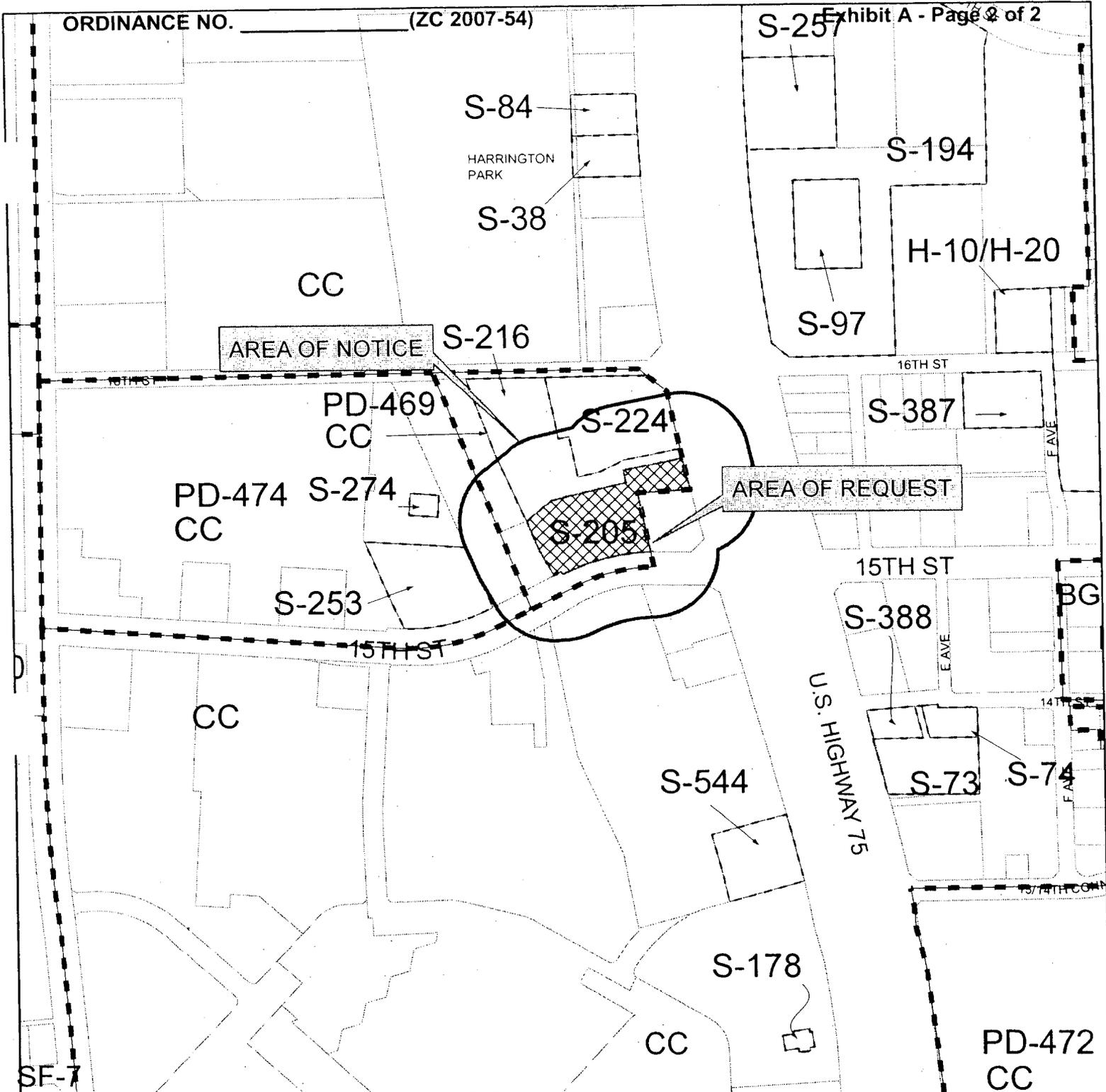
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

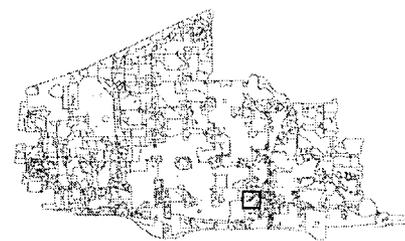
EXHIBIT "A"
LEGAL DESCRIPTION

Restaurants of Spring Creek Addition, Lot 2, City of Plano, as recorded in Cabinet H, Page 339, Plat Records of Collin County, Texas, in the Joseph Klepper Survey, Abstract No. 213.



Zoning Case #: 2007-54

Existing Zoning: PLANNED DEVELOPMENT-469-CORRIDOR COMMERCIAL
w/SPECIFIC USE PERMIT #205



10-8



○ 200' Notification Buffer