

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON FEBRUARY 25, 2008, FOLLOWED BY PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

Mission Statement: The mission of the City of Plano is to provide outstanding services and facilities, through cooperative efforts with our citizens, that contribute to the quality of life in our community.

EXECUTIVE SESSION

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

PRELIMINARY OPEN MEETING

- | | | | |
|------|---|---------|---------|
| I. | Consideration and action resulting from Executive Session discussion: | Council | 5 min. |
| II. | Personnel Appointments
Global Advisory Committee
Senior Citizens Advisory Committee | Council | 10 min. |
| III. | DART Report | Paulk | 10 min. |
| IV. | Mobility Report | Neal | 10 min. |

V.	Comprehensive Monthly Financial Report	McGrane	10 min.
VI.	Council items for discussion/action on future agendas	Council	5 min.
VII.	Consent and Regular Agenda	Council	5 min.
VIII.	Council Reports	Council	5 min.
	A. Council May Receive Information, discuss and provide direction on the following reports:		
	B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees		

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

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



CITY COUNCIL

1520 AVENUE K

DATE: February 25, 2008

CALL TO ORDER: 7:00 p.m.

INVOCATION: Senior Pastor Al Krummenacher
Grace Presbyterian Church

PLEDGE OF ALLEGIANCE: Girl Scout Troup 1332
Bethany Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>CERTIFICATES OF APPRECIATION</u></p> <p><u>Global Advisory Committee</u> Jim Falk</p> <p><u>Senior Citizens Advisory Board</u> Mary Jane Ketcham</p> <p><u>OATHS OF OFFICE</u></p> <p><u>Community Relations Commission</u> Mary Jane Ketcham</p> <p><u>Library Advisory Board</u> Pearl Garza Fracchia</p> <p><u>BOARD AND COMMISSION REPORT</u></p> <p>Keep Plano Beautiful Commission – John Caldwell, Chair</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>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<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> <p><u>Approval of Minutes</u></p> <p>(a) February 11, 2008</p> <p><u>Approval of Expenditures</u></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>(b) To authorize the purchase of Rooftop Air-conditioning units at Harrington Library in the amount of \$119,334 from Trane U.S., Inc. through The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4669)</p> <p>(c) To authorize the purchase of (3) Rooftop Air-conditioning units at Liberty Park Recreation Center in the amount of \$63,873 from Trane U.S., Inc. through The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager to execute all necessary documents. (TCPN Contract No. R4669)</p> <p><u>Approval of Contract</u></p> <p>(d) To approve an Engineering Services Contract by and between the City of Plano and Freese and Nichols, Inc., in the amount of \$96,907 for the Pond Study – Flood Control Structures and authorizing the City Manager to execute all necessary documents. Project No. 5849.</p> <p><u>Approval of Change Order</u></p> <p>(e) To Hencie International, Inc., increasing the contract by \$150,661 for the 2006-2007 Arterial Concrete Pavement Rehabilitation Project, 15th Street-Coit Road to Central Expressway, Project No. 5802, Change Order No. 1, Bid No. 2007-121-B.</p> <p><u>Adoption of Resolutions</u></p> <p>(f) To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Adams Golf, Inc.; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(g)	To establish a Section 115 Trust to comply with the requirements of Governmental Accounting Standard Board Statement No. 45; appointing Wells Fargo Bank, N.A. as Institutional Trustee and the Frost National Bank, N.A. as Investment Manager for the trust; approving the Section 115 Trust Agreement and Investment Management Agreement; authorizing the City Manager and City Risk Pool Trustees to take any action as necessary to effectuate the operation of the trust and providing an effective date.	
(h)	To approve the settlement of the lawsuit styled City of Plano, Texas v. Turner Heritage Investments, Cause No. 004-2322-06, Collin County Court at Law No. 4, in the amount of \$3,400,000; authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date.	
<u>Adoption of Ordinances</u>		
(i)	To adopt and enact Supplement Number 81 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code: and providing an effective date.	
<u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u>		
<p>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.</p>		
<p>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.</p>		
(1)	Public Hearing regarding a tax exempt financing by the Riesel Cultural Facilities Corporation for the benefit of Collin Intervention to Youth, Inc. in a principal amount not to exceed \$2,250,000.	
(2)	A Resolution to approve a Tax Exempt Financing by the Riesel Cultural Facilities Corporation for the Benefit of Collin Intervention To Youth, Inc. regarding certain facilities to be located in the City of Plano, Texas; and providing an effective date.	
(3)	Public Hearing and Consideration of an Ordinance as Requested in Zoning Case 2007-83 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 593 so as to allow the additional use of Truck/Bus Leasing on one lot on 1.7± acres of land located at the southwest corner of U.S. Highway 75 and Chase Oaks Boulevard in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: Capps Van & Truck.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(4)	<p>Public Hearing and Consideration of Ordinances as Requested in Zoning Cases 2007-75 – 2007-82 all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano.</p>	
(4a)	<p>Zoning Case 2007-75 – To rescind Specific Use Permit No. 309 for Private Club on one lot on 0.1± acre located 100± feet north of Plano Parkway, 550± feet west of Preston Road. Zoned Planned Development-457 Retail/General Office.</p>	
(4b)	<p>Zoning Case 2007-76 – To rescind Specific Use Permit No. 331 for Private Club on one lot on 2.0± acres located on the east side of U.S. Highway 75, 800± feet north of Parker Road. Zoned Corridor Commercial.</p>	
(4c)	<p>Zoning Case 2007-77 – To rescind Specific Use Permit No. 334 for Private Club on one lot on 0.1± acre located 1,050± feet north of Plano Parkway and 800± feet east of Alma Drive. Zoned Corridor Commercial.</p>	
(4d)	<p>Zoning Case 2007-78 – To rescind Specific Use Permit No. 349 for Private Club on one lot on 0.1± acre located 75± feet north of Park Boulevard, 600± feet west of Ohio Drive. Zoned Retail.</p>	
(4e)	<p>Zoning Case 2007-79 – To rescind Specific Use Permit No. 356 for Private Club on one lot on 0.1± acre located 85± feet north of Park Boulevard, 410± feet west of Coit Road. Zoned Retail.</p>	
(4f)	<p>Zoning Case 2007-80 – To rescind Specific Use Permit #362 for Private Club on one lot on 1.7± acres located on the east side of Dallas North Tollway, 1,150± feet south of Parker Road. Zoned Regional Employment.</p>	
(4g)	<p>Zoning Case 2007-81 – To rescind Specific Use Permit No. 364 for Private Club on one lot on 1.5± acres located on the south side of State Highway 121, 260± feet east of Preston Road. Zoned Regional Commercial.</p>	
(4h)	<p>Zoning Case 2007-82 – To rescind Specific Use Permit #365 for Private Club on one lot on 1.9± acres located on the east side of Dallas North Tollway, 1,230± feet south of Windhaven Parkway. Zoned Regional Employment.</p>	
	<p>All of the above locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(5)	<p>Public Hearing and Consideration of an Ordinance as Requested in Zoning Case 2007-74 – To rezone 121.7± acres located on the south side of 14th Street, north side of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road from Research/Technology Center to Light Commercial and discussion and direction on the availability of restaurants and retail in the portion of the Research Technology Center District adjacent to Renner Road and State Highway 190. Applicant: City of Plano.</p> <p>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.</p>	



Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahei
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

February 20, 2008

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

Honorable Mayor and City Council:

We will begin Executive Session on Monday at 5:00 p.m. with legal advice and discussion of one item of litigation from the City Attorney. We will also discuss potential business prospects.

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

I look forward to seeing you on Monday.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/cp

MEMO

DATE: February 21, 2008

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 February 25, 2008 Council Meeting.

<p><u>Executive Meeting</u></p> <p>No items to be discussed.</p>	<p><u>Worksession Meeting</u></p> <p>Global Advisory Committee –</p> <ul style="list-style-type: none">• Interim Appointment Expires 10/10 (James N. Falk Resignation)• Chair• Determine designation of terms <p>Senior Citizens Advisory Committee –</p> <ul style="list-style-type: none">• Interim Appointment Expires 10/08 (Mary Jane Ketcham Resignation)• Interim Appointment Expires 10/09 (Annette S. Vineyard Resignation)
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IIa

Preliminary Open Meeting Agenda Item III

DART Report

Paulk

III-a



Transportation Engineering Division

Transportation Mobility / Safety Report

January 2008

- Traffic Signals:
 - ✓ **Midway Road @ McKamy Trail – Design New Traffic Signal: (5% completed)**
 - ✓ **Razor Road @ Ohio Drive: Design New Traffic Signal (5% completed)**
 - ✓ **Razor Road @ McDermott Road: Design New Traffic Signal (5% completed)**
 - Completed 3 As-Built Traffic Signal Plans
 - Spring Creek Parkway @ Parkwood Blvd - Design New Traffic Signal: (90% completed)

- Traffic Safety:
 - ✓ **14th Street @ J Avenue: Installing traffic safety signing to increase driver awareness of pedestrians crossing to/from the DART Patron/Downtown Parking-lot.**
 - Continued discussions with TAC on parking issues generated by youth sports organizations utilizing city parks/fields, and by parents dropping-off/picking-up their children at PISD schools. **Researching options to fund a traffic officer who will circulate to problem spots and assist with traffic control during pick-up/drop-off periods.**
 - Annual Traffic Safety Report (90% completed)
 - City-wide Speed Zone Survey Project: 30% completed
 - 2008 Intersection Improvement Project List: 40% completed

- Safe Streets Program (SSP)
 - ✓ **Neighborhood Involvement: Staff participated in the Neighborhood Services Workshop held 1/26/08 at Municipal Center**
 - ✓ **Began study of Neighborhood Parking Lane Design to determine its effectiveness at reducing traffic speed and collisions.**
 - ✓ **Peachtree Lane: Neighborhood meeting held. Comment period ends 2/08.**
 - ✓ **Silverstone Drive: Neighborhood meeting to discuss Permanent Plan planned for 2/08.**

Participating Neighborhoods Active in the Program

- Cumberland Trail (Permanent Plan installed)
- Crossbend from Tumbil Lane to Coit (Permanent Plan installed)
- Travis Drive (Permanent Plan installed)
- Ranier Road South of Spring Creek Parkway (Permanent Plan installed)
- Lexington Drive (Permanent Plan installed)
- Peachtree Lane: **Comment period ends 2/08**
- Silverstone Drive (**Public meeting held 2/08**)
- Parkhaven Drive (**Public meeting planned for 3/08**)
- Mission Ridge from Parker to Matterhorn (**Public meeting planned for 3/08**)
- Royal Oaks Drive (Temporary Plan installed)
- Old Pond Drive (Temporary Plan installed)
- 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:
 - ✓ **Evaluating future lane needs on Los Rios Boulevard between Parker Road and Plano Parkway**

IV-a

- Thoroughfare Standards Rules and Regulations – **Final draft completed**
- Senior Transportation/Taxi Voucher program – Response to RFP being evaluated
- Develop structure for division Laser Fiche filing system (**25%** completed)
- Attended monthly DRMC, RTC, TAC, STTC, and ITE meetings

iv-b

Preliminary Open Meeting Agenda Item V

CMFR

McGrane

V-a

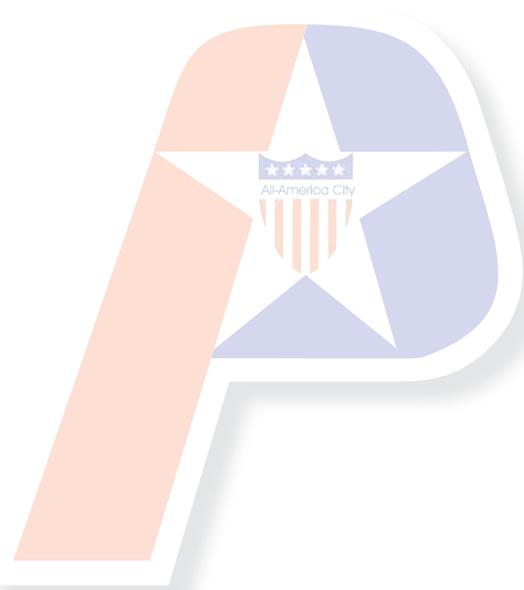


CITY OF PLANO'S COMPREHENSIVE MONTHLY FINANCE REPORT



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JANUARY 2008



ABOUT THIS REPORT

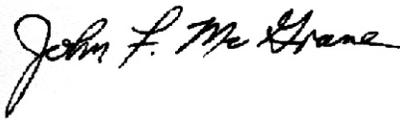
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness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

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24,30	24,30	Orange s
13,20	13,02	Orange s
1,89	1,63	Orange s
13,00	12,00	Orange s
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3,45 A	3,45 A	Orange s
24,10	23,50	Orange s
53,30	53,55	Orange s
26,80	26,89	Orange s
48,99	49,00	Orange s
16,75	16,46	Orange s
27,40	26,60	Orange s
58,20	58,20	Orange s
1,89	31,68	Orange s
75	9,75	Orange s
20	157,90	Orange s

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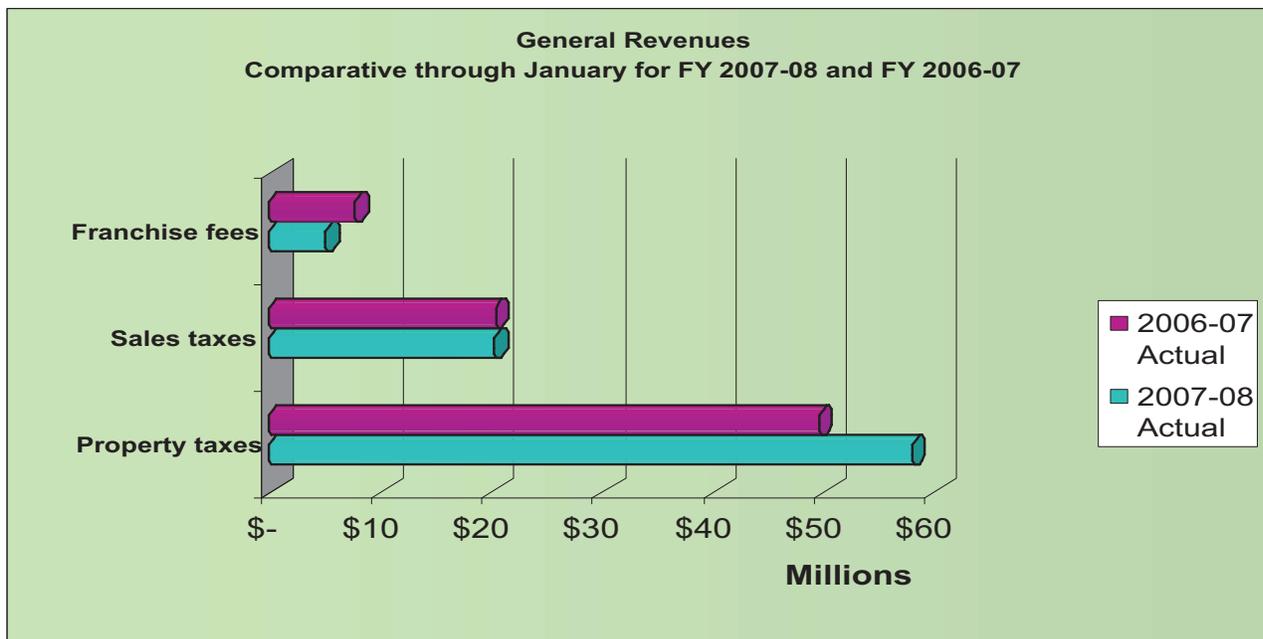
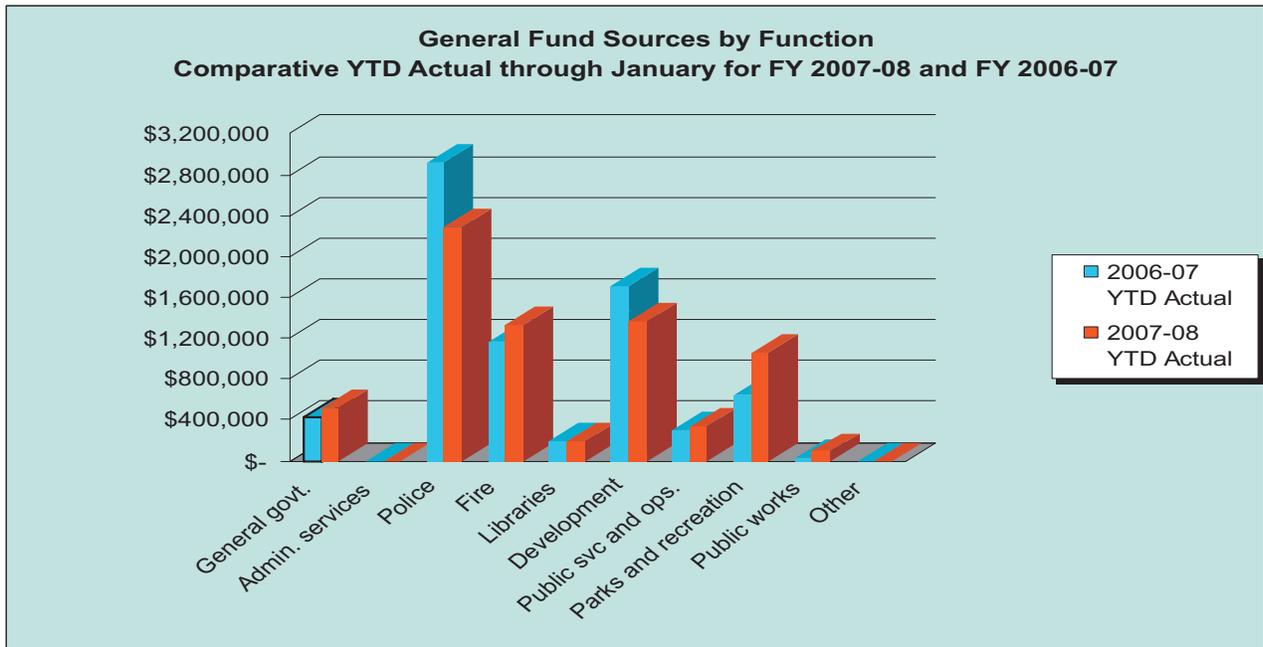


REPORT NOTES JANUARY, 2008

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.

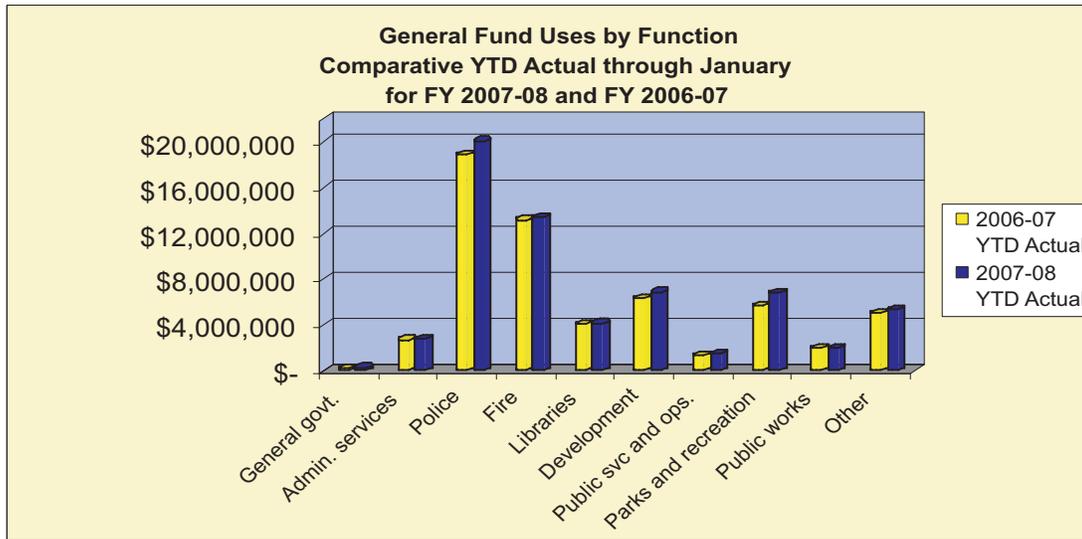
The information in this section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

HIGHLIGHTS OF GENERAL FUND VARIANCES



REPORT NOTES CONTINUED

JANUARY, 2008



GENERAL GOVERNMENT

- Costs associated with tuition reimbursement have increased over prior year by \$17,142 attributed to an increase in budget which allows for reimbursement up to 100%.
- The Professional Development Center department has purchased a new projector in the current year costing \$6,414.
- The Professional Development Center department began the Onboarding Program in June 2006 and due to the fact that specific classes are offered late in the year, only two were offered in prior fiscal year. The Onboarding Program is a 6 month orientation program for new City employees. In the current year, the Onboarding Program is in full operation and therefore, a total of 36 classes will be offered. Therefore, the cost of contractual services for instructors has increased over prior year.

ADMINISTRATIVE SERVICES

- The Human Resource Department has had an increase in postage costs in the current year in the amount of \$10,348. This increase is primarily due to benefit related materials mailed to employees' homes, whereas in prior year it was sent through the City's internal mail.

POLICE

- Court fines and forfeitures decreased year to date over prior year in the amount of \$737,964 due to a decline in citations issued. Citations issued in the current year through January are recorded at 24,227 while citations issued for the same time period in prior year were 24,675. The decrease in citations and fines and forfeiture revenues is offset by an increase in collections from the City's internal and external collection agencies. This section of the Courts department is a state mandated function that began in April 2006. Warrants greater than 90 days from the issuance date that are not collected by the City are turned over to a service provider to pursue collections. The external provider is paid based on the number of warrants collected.
- Personal services increased over prior year by \$781,754. The increase is primarily attributed to increased pay and benefit related costs as well as an increase in civil service employees over last fiscal year. Additionally, a portion of this increase is due to retiree payouts being \$178,769 higher over prior year.
- In the current year, the Police department has purchased vehicular radio modems costing \$14,581.

REPORT NOTES CONTINUED

JANUARY, 2008

POLICE CONT.

- In the current fiscal year, the Police department incurred \$197,431 in workers compensation claims and related administrative expenses. The departmental allocation process began in February of prior year whereas prior to that, the Risk Management department absorbed all workers compensation costs.
- The Police department spent \$9,660 for criminal and traffic law publications in the current year which are purchased every other year.
- Refrigerated compartment storage lockers have been purchased in the current year for the Property/Evidence Unit within the Police department. The cost of these lockers totals \$16,815.
- Replacement of 3 sirens that are part of the existing emergency warning system tower are encumbered in the current year in the amount of \$12,619.
- Funds for a new television server have been spent totaling \$13,350 to provide the ability to stream, record and tune 8 analog television programs simultaneously. This is utilized for any media coverage pertaining to the Plano Police Department to be recorded.
- Expenses and encumbrances for software totaling \$32,406 have been incurred in the current year. The jail has purchased new software that electronically monitors the status of prisoners and logs security checks. Additionally, various units within the Police department are utilizing new staffing management tools.
- Training expenses have increased over prior year by \$35,851. Training is done on an as needed basis.
- Municipal garage charges to maintain police fleet increased over prior year by \$86,812 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- Replacement charges for police equipment increased \$48,852 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years. Additionally, a larger volume and amount of equipment is being depreciated in the current year.

FIRE

- Ambulance service revenues increased \$134,704 as compared to prior year primarily due to increased usage of services and collections of ambulance revenue.
- Personal services increased \$338,358 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Payments for emergency medical advisory services have increased over prior year by \$12,000 due to an increase in fees.
- The Office of Emergency Management and Homeland Security has spent funds in the amount of \$34,994 for a new project that provides video conferencing capability.
- Replacement charges for fire rolling stock have increased over prior year by \$116,444 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain fire fleet increased over prior year by \$93,359 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- Replacement charges for fire equipment increased \$29,017 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years.

REPORT NOTES CONTINUED

JANUARY, 2008

FIRE CONT.

- In the current fiscal year, the Fire department has incurred \$89,069 in workers compensation claims and related administrative expenses. The departmental allocation process began in February of prior year whereas prior to that, the Risk Management department absorbed all workers compensation costs.
- Costs for medical examinations have increased over prior year by \$23,077 primarily attributed to additional types of testing offered to City employees as part of the Wellness Program.
- Costs for training services have increased \$64,625 primarily attributed to additional training courses offered, as well as an increase in personnel.
- Costs and encumbrances for ambulance services increased as compared to prior year by \$96,841 due to timing of prior year's encumbrances.
- In the prior year, the Fire department purchased a new Spartan Command Post Mobile Command Center in the amount of \$652,893 resulting in a decrease in capital outlay expenditures.

LIBRARIES

- Personal services increased \$145,329 over prior year primarily due to increased salary and benefit related costs experienced in the current year.

DEVELOPMENT

- Building permit revenues decreased over prior year by \$310,127 due to large commercial projects occurring in the prior year.
- Facilities Services experienced an increase in expenditures and encumbrances in janitorial services of \$447,573 due to the expiration of one of the prior year's contracts resulting in month to month payments to the supplier. Additionally, the increase is also attributed to higher rates to comply with Green Building Standards, as well as adding the Tom Muehlenbeck Center facility.
- Two new cargo vans have been added to the Facilities Maintenance department fleet in the current year costing \$57,398.
- Demolition costs of \$9,192 have been incurred in the current year due to a property owner failing to make necessary repairs. Therefore, this substandard property was ordered by the Building Standards Commission to be demolished.
- The Safe Streets Program has spent and encumbered \$128,541 through January of the current year resulting in an increase over prior year as operations resumed in March 2007. Costs for this program consist of purchases for traffic calming devices as well as preparation and installation of speed cushions.
- Four Toyota Prius vehicles were purchased in the prior period for the Property Standards and Rental Registration departments costing \$82,152.
- A new plotter was purchased in the prior year by the Planning department in the amount of \$27,725. This type of equipment is replaced on an as needed basis.

PUBLIC SERVICES AND OPERATIONS

- Animal adoption revenues have increased \$14,008 prior year primarily due to an average increase of \$12.30 per animal adoption. The average adoption fee is approximately \$60 per animal.
- Lease fees pertaining to rental of space on City property and/or facilities have increased over prior year by \$13,131. The City terminated the contract of a lease-management company that was responsible for four sites and retained a portion of the fees. As a result, the City now receives the entire fee directly from the communication companies. Additionally, one lease site was added in the current year which also attributes to the increase of lease fee revenues.

REPORT NOTES CONTINUED

JANUARY, 2008

PUBLIC SERVICES AND OPERATIONS CONT.

- Reimbursements to the Health department from the Municipal Drainage Fund have decreased \$48,649 due to a full time storm water program administrator position being moved to the Municipal Drainage Fund in the current year. This position was budgeted in the General Fund in the prior year.
- Medical and surgical supplies and medical services at the animal shelter have increased \$6,611 and \$6,463, respectively, due to requirement for all adopted animals to be spayed or neutered before leaving the animal shelter.

PARKS AND RECREATION

- The Parks and Recreation department has experienced an increase in membership revenues of \$484,226 which is primarily attributed to the opening of the Tom Muehlenbeck Center in November of the current year.
- A portion of membership fees is used to fund replacement recreation equipment at the various facilities. Due to membership fee revenues being higher in the current year, attributed to the Tom Muehlenbeck Center opening in November, revenues generated for replacement equipment have increased \$107,578 as compared to prior year.
- The Courtyard Theater received a donation from Plano Arts and Cultural Endowment in the amount of \$49,000 in the current year which is to be used to purchase new interior lighting and equipment.
- In the current year, the Parks and Recreation cost centers have received \$31,861 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. Collections received through January in prior year were \$87,983 primarily attributed to a playground being destroyed by a fire.
- Personal services increased \$307,683 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Design services to prepare construction plans, specifications, details and special provisions and to perform other related consulting services in connection with waterproofing the Cox Building occurred in the current year costing \$9,900, while \$1,800 is encumbered to complete this project. Recently, the Cox Building has had some water damage on the first floor which the City leases from Plano Independent School District (PISD). Once the City pays the initial costs, PISD will reimburse the City as PISD is the owner of the Cox Building and the City is a tenant.
- Advertising costs associated with the Creative Arts Division have increased over prior year by \$9,603 primarily attributed to the City sponsoring more of its own events as opposed to rental of facilities in prior year.
- To promote parks and recreation center facilities, a guide was mailed to residents to provide information about the various locations. This is a new expenditure that did not occur in the prior year. The approximate cost of the brochure and postage is \$31,000.
- Expenditures and encumbrances, including personal costs, associated with the Tom Muehlenbeck Center have been incurred in the current year in the amount of \$402,922 as this new facility opened in November of the current fiscal year. A portion of these expenditures was for purchase of an integrated customer relationship fitness management tool totaling \$40,032.
- Costs and encumbrances related to the Senior Trans Program have increased over prior year attributed to timing of encumbrances. The annual contractual amount is the same as prior year.
- Expenditures and encumbrances for contractual services for grounds maintenance of park sites and restroom and litter cleanup have increased in the current year by \$71,268. The increase is attributed to contractual changes as well as increased areas serviced.

REPORT NOTES CONTINUED

JANUARY, 2008

PARKS AND RECREATION CONT.

- Purchase of chemicals for athletic fields has increased over prior year by \$18,271. Efforts to recover from the drought, increase athletic program participation and meet the demand for higher quality fields have resulted in a need to improve athletic fields. Therefore, the Athletic Fields Maintenance department has increased purchases of fertilizer to cover 400 acres of athletic fields. The 2007-08 budget increased over prior year's re-estimate by \$23,948.
- In the current year, Carpenter Park Recreation Center has two replacement elliptical cross trainers costing \$12,493.
- Municipal garage charges to maintain parks and recreation fleet increased over prior year by \$81,418 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 \$61,877 due to timing of vehicles received and placed into service.
- Highpoint Tennis Center has spent and encumbered funds for a security system in the current year costing \$38,642.

PUBLIC WORKS

- In the current year, the Streets and Signals departments have received \$60,627 in insurance and damage receipts from the Property Liability Loss Fund pertaining to events that have resulted in damage to City property. Collections received through January in prior year were \$5,681.
- Replacement charges for public works rolling stock have increased over prior year by \$33,380 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain public works fleet increased over prior year by \$10,296 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- Contractual services for maintenance and repair of screening walls have increased over prior year by \$22,789. These increases are primarily due to timing of services received and encumbered as compared to prior year. The amount budgeted for these services are comparable as compared to last year.
- Personal services decreased \$88,908 over prior year primarily due to \$16,823 being paid in prior year for vacation buy back in the Streets and Signs and Markings departments. In the current year, vacation buy back is postponed until May 2008. Additionally, these departments have experienced a reorganization resulting in lower salaries residing in these departments in the current year as compared to prior period.

OTHER

- Payments made in support of social services have increased \$66,338 primarily due to increased funding in the current year.
- Electric payments have decreased over prior year by \$47,094 primarily due to a mild summer experienced in the current year.
- Expenditures for interdepartmental water billings have increased \$89,346 due to watering restrictions being lifted in July 2007.
- Technology services charges increased over prior year by \$38,060 due to higher costs budgeted in the current year.
- Expenditures in the prior year in the amount of \$104,475 for a street light audit conducted by an external contractor were incurred.
- \$17,800 was encumbered in the prior year for contractual work to administer a service prioritization assessment requesting citizen feedback.
- In the prior year, the City spent \$67,100 for 4,650 courses of Tamiflu vaccinations to be reserved for City employees and their immediate families in the event of a pandemic influenza outbreak.

REPORT NOTES CONTINUED

JANUARY, 2008

PROPERTY TAX REVENUES

- Ad valorem tax revenues increased \$8,338,825 over prior year primarily attributed to an increase in existing property values in addition to new property coming on-line in the current year. Additionally, timing of payments received also contributes to the increase.

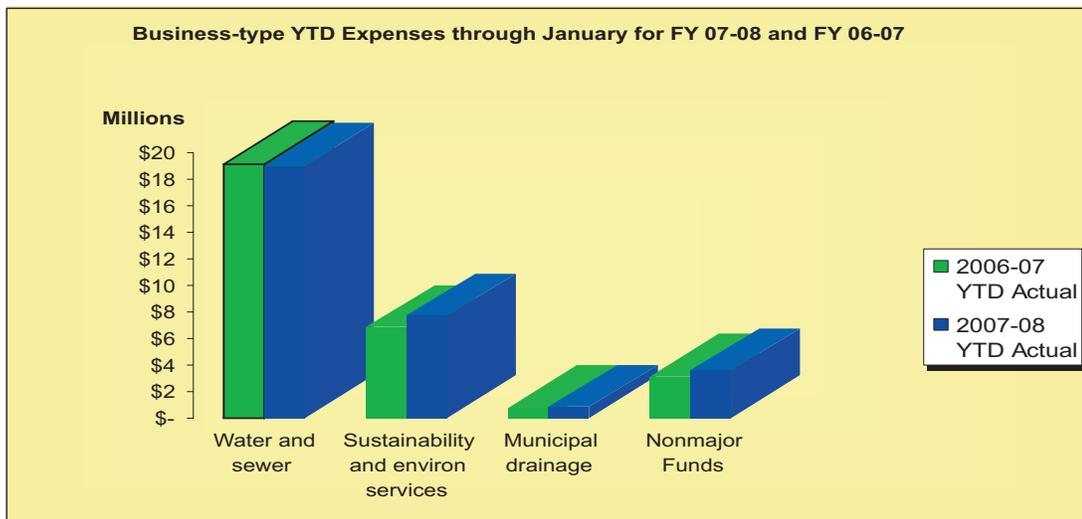
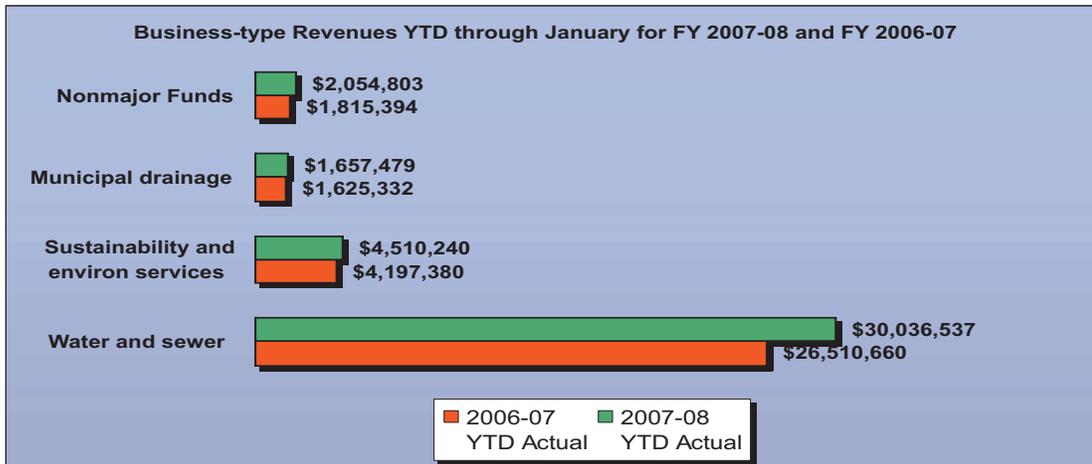
SALES TAX REVENUES

- Sales tax revenues decreased over prior year by \$86,207 due to a decline in the utility and telecommunication industries business. When comparing the cash received in the months of January 2008 and January 2007, an increase of 5.3% is noted in sales tax revenues.

FRANCHISE FEE REVENUES

- Electric franchise fee revenues decreased \$82,058 as compared to prior year. The decrease is primarily attributed to a mild summer therefore, a decline in kilowatt hours used.
- Gas franchise fee revenues are lower than prior year by \$2,401,282. The decrease in gas franchise collections is primarily due to timing of payment received. Payment in the current year was received in February 2008.
- Telephone franchise revenues decreased \$230,270 as compared to prior year primarily due to a decline in traditional subscription customer base.

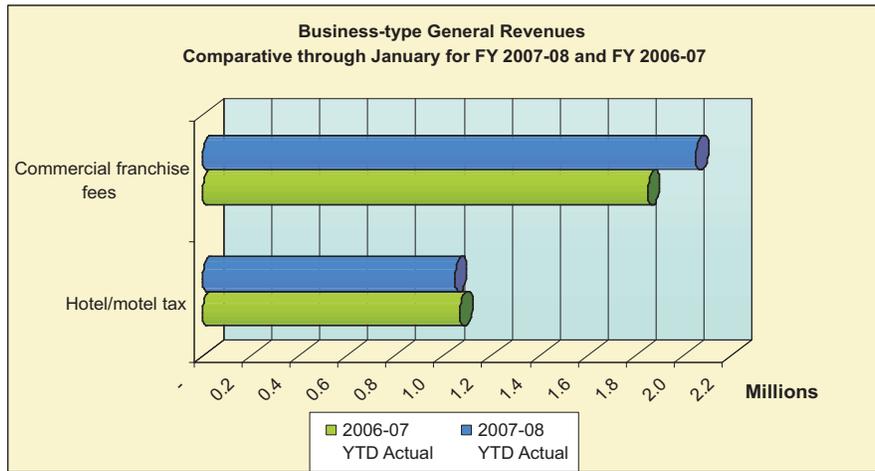
HIGHLIGHTS OF BUSINESS-TYPE VARIANCES



REPORT NOTES CONTINUED

JANUARY, 2008

HIGHLIGHTS OF BUSINESS-TYPE VARIANCES



WATER AND SEWER

- Water and sewer revenues increased over prior year by \$2,487,905 and \$919,184, respectively. Overall water consumption for the current year is up as compared to the same time period in the prior year due to water restrictions being lifted in July 2007. Sewer income increased due to a more stable three year winter quarter averaging as well as increased water consumption by non-residential water users.
- Water penalty revenues have increased over prior year by \$92,963 primarily due to an increase in water bills of late paying customers, as a result of watering restrictions being lifted.
- Expenses and encumbrances to Datamatic.Com for capital outlay and maintenance parts pertaining to the automated meter reading project have decreased over prior year by \$581,432. 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 \$91,141. A new program will be implemented over the next several years that will replace water meters and AMR devices. Therefore, water meter replacements have ceased until this program begins.
- Services for debris hauling have increased over prior year by \$135,895 due to timing of encumbrances. In prior year, the City encumbered funds for debris hauling services beginning in June 2007.
- Payment to North Texas Municipal Water District (NTMWD) for water services increased over prior year by \$402,172 due to an increase in contractual amounts.

SUSTAINABILITY AND ENVIRONMENTAL SERVICES

- Commercial franchise fee revenues increased over prior year by \$201,282. 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 \$116,814 higher than prior year primarily due to an increase in rates for use of 95-gallon carts. The rate increased from \$12.75 per month in the prior year to \$13.85 per month in the current year. Approximately 98% of customers utilize the 95-gallon cart.
- Recycling revenues increased over prior year by \$132,122 primarily due to an increase in the market. Due to the nature of the recycling business, the recycling market fluctuates and when comparing year to date revenues over last year, the recycling market has increased.
- Tipping fee revenues increased over prior year by \$59,679 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.
- A new John Deere Front End Loader was added to the Compost Operations department in the current year costing \$290,242.

REPORT NOTES CONTINUED

JANUARY, 2008

SUSTAINABILITY AND ENVIRONMENTAL SERVICES CONT.

- Payment to NTMWD increased \$141,095 over prior year. Payments are based on contractual amounts.
- The Sustainability department printed and distributed 75,000 calendars to employees and Plano residents to promote The Live Green in Plano Program as well as collection services provided to residents. The cost of printing and postage totaled \$64,509.
- Municipal garage charges to environmental waste fleet increased over prior year by \$114,367 attributed to a larger volume of rolling stock serviced by the Equipment Services department in the current year in addition to increased fuel rates.
- In the current fiscal year, the Sustainability and Environmental Services cost centers have incurred \$118,025 in workers compensation claims and related administrative expenses. The departmental allocation process began in February of prior year whereas prior to that, the Risk Management department absorbed all workers compensation costs.
- Replacement charges for environmental waste services rolling stock have increased over prior year by \$63,070 due to timing of vehicles received and placed into service.
- Costs for equipment rentals have been incurred in the current year to manage a fire that occurred in October 2007 at the Melissa Compost Site totaling \$27,173. Additional expenses are expected but have not been billed to the City.

MUNICIPAL DRAINAGE

- Expenses and encumbrances are higher than prior year by \$37,476 due to timing of encumbrances made for sweeping services. The amount budgeted for the current year is comparable to prior year's budget.

CIVIC CENTER

- Inside catering revenues at Plano Centre have increased \$77,921 attributed to a large corporate customer spending \$20,000 more in the current year as well as several corporate holiday events purchasing food this year. As a result, food costs to the City have increased over prior year by \$34,520.
- Concession revenues increased over prior year by \$35,829 primarily due to the opening of the Tom Muehlenbeck Center in the current year generating revenues of approximately \$23,000.
- Personal services increased \$68,772 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Payments made in support of cultural arts and historic preservation have increased \$34,584 and \$66,811, respectively, due to increased funding in the current year as compared to prior year's re-estimate.
- Funds totaling \$17,100 have been spent in the current year to expand the parking lot at Plano Center. Funds for a replacement phone system have been spent in the current fiscal year costing \$71,582.

GOLF COURSE

- Golf revenues are higher than prior year by \$21,148 primarily due to milder weather as compared to prior year and possibly increased promotional efforts. Year to date rounds of golf played are recorded at 13,894 compared to 13,156 in prior year.
- In efforts to increase business at Pecan Hollow Golf Course in the current year, promotional efforts consisted of representation at a regional golf show, in addition to flyers being printed and distributed. These advertising costs totaled \$3,656.

REPORT NOTES CONTINUED

JANUARY, 2008

RECREATION REVOLVING

- Recreation revenues increased over prior year by \$90,088 primarily as a result of the Tom Muehlenbeck Center opening in the current fiscal year. Revenues generated year to date at the Tom Muehlenbeck Center are \$71,098.
- Costs for personal services increased \$52,656 primarily due to the opening of the Tom Muehlenbeck Center in November 2007.
- Expenses and encumbrances for printing of the Leisure Catalog have increased \$86,592 primarily due to timing of encumbrances. Additionally, the Leisure Catalog increased in pages, printing and distribution to accommodate programs located at the Tom Muehlenbeck Center. The cost of these additional expenses totals \$14,066.

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.

CITY OF PLANO, TEXAS
STATEMENT OF ACTIVITIES
FOR THE PERIOD ENDED JANUARY 31, 2008

Function/Program Activities General Fund	Expenses/Expenditures			Program Revenues			Net (Expense) Revenue and Changes in Net Assets			
	Budget	Actual & Encumb./ Budget		Budget	Actual	Actual/Budget	General Fund		Business-type Activities	
		Budget	Actual				Budget	Actual	Budget	Actual
General Fund Activities:										
General government	\$ 844,170	\$ 278,788	33.0%	\$ 857,499	\$ 522,886	61.0%	\$ 13,329	\$ 244,088	\$ -	\$ 244,088
Administrative services	9,038,063	2,719,358	30.1%	-	-	-	(9,038,063)	(2,719,358)	(2,719,358)	(2,719,358)
Police	63,596,577	20,092,725	31.6%	10,037,231	2,285,569	22.8%	(53,559,346)	(17,807,136)	(17,807,136)	(17,807,136)
Fire	42,876,116	13,431,287	31.3%	3,851,147	1,327,784	34.5%	(39,024,969)	(12,103,503)	(12,103,503)	(12,103,503)
Libraries	11,911,444	4,141,315	34.8%	511,090	194,010	38.0%	(11,400,354)	(3,947,305)	(3,947,305)	(3,947,305)
Development	21,389,456	6,879,973	32.2%	4,523,686	1,365,559	30.2%	(16,865,770)	(5,514,414)	(5,514,414)	(5,514,414)
Public services and operations	4,871,749	1,436,993	29.5%	995,805	335,345	33.7%	(3,875,944)	(1,101,648)	(1,101,648)	(1,101,648)
Parks and recreation	23,374,955	6,754,764	28.9%	2,504,577	1,054,762	42.1%	(20,870,378)	(5,700,002)	(5,700,002)	(5,700,002)
Public works	6,106,267	2,039,105	33.4%	30,000	91,243	304.1%	(6,076,267)	(1,947,862)	(1,947,862)	(1,947,862)
Other	17,407,930	5,414,750	31.1%	331,306	-	-	(17,076,624)	(5,414,750)	(5,414,750)	(5,414,750)
Total General Fund	201,416,727	63,189,058	31.4%	23,942,341	7,177,178	30.4%	(177,774,386)	(56,011,880)	(56,011,880)	(56,011,880)
Business-type Activities:										
Water and sewer	67,418,780	19,034,371	28.2%	98,832,952	30,036,537	30.4%	\$ 31,414,172	\$ 11,002,166	\$ 11,002,166	\$ 11,002,166
Sustainability and environ services	20,110,852	7,669,861	38.1%	14,373,338	4,510,240	31.4%	(5,737,514)	(3,159,621)	(3,159,621)	(3,159,621)
Municipal drainage	2,579,209	756,709	29.3%	4,723,698	1,657,479	35.1%	2,144,489	900,770	900,770	900,770
Civic center	7,838,996	2,456,280	31.3%	2,551,589	861,300	33.8%	(5,287,407)	(1,594,980)	(1,594,980)	(1,594,980)
Municipal golf course	896,915	282,769	31.5%	943,050	212,673	22.6%	46,135	(70,096)	(70,096)	(70,096)
Property management	27,000	21,766	80.6%	78,861	20,213	25.6%	51,861	(1,553)	(1,553)	(1,553)
Recreation revolving	2,931,931	731,958	25.0%	2,902,192	943,247	32.5%	(29,739)	211,289	211,289	211,289
Downtown center development	45,000	47,918	106.5%	67,678	17,370	0.26	22,678	(30,548)	(30,548)	(30,548)
Total business-type activities	101,848,683	31,001,632	30.4%	124,473,358	38,259,059	30.7%	(177,774,386)	(56,011,880)	(56,011,880)	(56,011,880)
Total	\$ 303,265,410	\$ 94,190,690		\$ 148,115,699	\$ 45,436,237					

General Revenues		
Budget	Actual	Actual/Budget
77,466,721	57,936,530	74.8%
61,181,328	20,274,909	33.1%
1,118,849	272,141	24.3%
-	-	-
20,388,866	5,072,709	24.9%
2,918,908	571,942	19.6%
163,074,672	84,128,231	51.6%
(14,689,714)	28,116,361	191.5%
	45,683,660	311.9%
	\$ 73,800,011	506.1%

General Revenues		
Budget	Actual	Actual/Budget
-	-	-
-	-	-
-	-	-
-	-	-
4,518,066	1,049,405	23.2%
6,351,573	2,054,640	32.3%
476,760	156,873	32.9%
11,346,389	3,260,918	28.7%
33,971,064	10,518,345	30.9%
352,587,751	352,587,751	100.0%
\$ 363,106,096	\$ 363,106,096	100.0%

General revenues:		
Budget	Actual	Actual/Budget
77,466,721	57,936,530	74.8%
61,181,328	20,274,909	33.1%
1,118,849	272,141	24.3%
-	-	-
20,388,866	5,072,709	24.9%
2,918,908	571,942	19.6%
163,074,672	84,128,231	51.6%
(14,689,714)	28,116,361	191.5%
	45,683,660	311.9%
	\$ 73,800,011	506.1%

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JANUARY 31 OF FISCAL YEARS 2008, 2007, AND 2006
 GENERAL FUND

	Fiscal Year	Annual Budget	4 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Ad valorem tax	2008	\$ 77,467,000	57,937,000	74.8%	224.37
	2007	69,461,000	49,598,000	71.4%	214.21
	2006	61,823,000	45,274,000	73.2%	219.69
Sales tax	2008	61,181,000	20,275,000	33.1%	99.42
	2007	57,606,000	20,361,000	35.3%	106.04
	2006	50,590,000	17,583,000	34.8%	104.27
Other revenue	2008	48,069,000	13,093,000	27.2%	81.71
	2007	46,259,000	16,000,000	34.6%	103.76
	2006	<u>44,632,000</u>	<u>10,822,000</u>	24.2%	72.74
TOTAL REVENUE	2008	186,717,000	91,305,000	48.9%	146.70
	2007	173,326,000	85,959,000	49.6%	148.78
	2006	<u>157,045,000</u>	<u>73,679,000</u>	46.9%	140.75
EXPENDITURES & ENCUMBRANCES:					
Current operating	2008	\$ 199,162,000	62,104,000	31.2%	93.55
	2007	188,784,000	57,837,000	30.6%	91.91
	2006	173,594,000	54,411,000	31.3%	94.03
Capital outlay	2008	2,255,000	1,085,000	48.1%	144.35
	2007	1,466,000	1,600,000	109.1%	327.42
	2006	<u>1,697,000</u>	<u>1,016,000</u>	59.9%	179.61
Total expenditures and encumbrances	2008	201,417,000	63,189,000	31.4%	94.12
	2007	190,250,000	59,437,000	31.2%	93.72
	2006	<u>175,291,000</u>	<u>55,427,000</u>	31.6%	94.86
Excess (deficiency) of revenues over (under) expenditures	2008	(14,700,000)	28,116,000	-	-
	2007	(16,924,000)	26,522,000	-	-
	2006	(18,246,000)	18,252,000	-	-
OTHER FINANCING SOURCES (USES)					
Transfers in	2008	16,609,000	5,536,000	33.3%	99.99
	2007	16,397,000	5,466,000	33.3%	100.01
	2006	15,153,000	5,051,000	33.3%	100.00
Transfers out	2008	(21,947,000)	(7,432,000)	33.9%	101.59
	2007	(21,055,000)	(7,189,000)	34.1%	102.43
	2006	<u>(13,270,000)</u>	<u>(4,763,000)</u>	35.9%	107.68
NET CHANGE IN FUND BALANCES	2008	(20,038,000)	26,220,000		
	2007	(21,582,000)	24,799,000		
	2006	(16,363,000)	18,540,000		
FUND BALANCES-BEGINNING	2008		45,684,000		
	2007		48,805,000		
	2006		<u>39,224,000</u>		
FUND BALANCES-ENDING JANUARY 31	2008		71,904,000		
	2007		73,604,000		
	2006		<u>57,764,000</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JANUARY 31 OF FISCAL YEARS 2008, 2007, AND 2006
 WATER AND SEWER FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>4 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Water and sewer revenue	2008	\$ 96,340,000	29,161,000	30.3%	90.81
	2007	93,434,000	25,768,000	27.6%	82.74
	2006	83,000,000	27,550,000	33.2%	99.58
Other fees and service charges	2008	2,693,000	858,000	31.9%	95.58
	2007	2,556,000	850,000	33.3%	99.77
	2006	<u>2,360,000</u>	<u>817,000</u>	34.6%	103.86
TOTAL REVENUE	2008	99,033,000	30,019,000	30.3%	90.94
	2007	95,990,000	26,618,000	27.7%	83.19
	2006	<u>85,360,000</u>	<u>28,367,000</u>	33.2%	99.70
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	1,245,000	109,000	8.8%	26.27
	2007	80,000	150,000	187.5%	562.50
	2006	70,000	356,000	508.6%	1525.71
Other expenses & encumbrances	2008	66,174,000	18,925,000	28.6%	85.80
	2007	63,810,000	19,061,000	29.9%	89.61
	2006	<u>58,788,000</u>	<u>17,299,000</u>	29.4%	88.28
Total expenses and encumbrances	2008	67,419,000	19,034,000	28.2%	84.70
	2007	63,890,000	19,211,000	30.1%	90.21
	2006	<u>58,858,000</u>	<u>17,655,000</u>	30.0%	89.99
Excess (deficiency) of revenues over (under) expenses	2008	31,614,000	10,985,000	-	-
	2007	32,100,000	7,407,000	-	-
	2006	26,502,000	10,712,000	-	-
TRANSFERS IN (OUT)					
Transfers in	2008	254,000	85,000	33.5%	100.39
	2007	268,000	89,000	33.2%	99.63
	2006	230,000	77,000	33.5%	100.43
Transfers out	2008	(30,889,000)	(10,296,000)	33.3%	100.00
	2007	(30,208,000)	(10,079,000)	33.4%	100.10
	2006	<u>(28,082,000)</u>	<u>(9,361,000)</u>	33.3%	100.00
CHANGE IN NET ASSETS	2008	\$ 979,000	774,000		
	2007	2,160,000	(2,583,000)		
	2006	(1,350,000)	1,428,000		
TOTAL NET ASSETS-BEGINNING	2008		315,706,000		
	2007		324,871,000		
	2006		<u>317,131,000</u>		
TOTAL NET ASSETS-ENDING JANUARY 31	2008		316,480,000		
	2007		322,288,000		
	2006		<u>318,559,000</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JANUARY 31 OF FISCAL YEARS 2008, 2007, AND 2006
 SUSTAINABILITY AND ENVIRONMENTAL SERVICES FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>4 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Commerical solid waste franchise	2008	\$ 6,352,000	2,055,000	32.4%	97.06
	2007	5,901,000	1,853,000	31.4%	94.20
	2006	5,307,000	1,743,000	32.8%	98.53
Refuse collection revenue	2008	12,273,000	4,167,000	34.0%	101.86
	2007	12,078,000	3,915,000	32.4%	97.24
	2006	11,106,000	3,638,000	32.8%	98.27
Other fees and service charges	2008	2,100,000	351,000	16.7%	50.14
	2007	1,545,000	272,000	17.6%	52.82
	2006	<u>1,367,000</u>	<u>261,000</u>	19.1%	57.28
TOTAL REVENUE	2008	20,725,000	6,573,000	31.7%	95.15
	2007	19,524,000	6,040,000	30.9%	92.81
	2006	<u>17,780,000</u>	<u>5,642,000</u>	31.7%	95.20
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	142,000	345,000	243.0%	728.87
	2007	312,000	21,000	0.07	-
	2006	532,000	268,000	50.4%	151.13
Other expenses & encumbrances	2008	19,969,000	7,325,000	36.7%	110.05
	2007	18,531,000	6,776,000	36.6%	109.70
	2006	<u>17,043,000</u>	<u>6,434,000</u>	37.8%	113.25
Total expenses and encumbrances	2008	20,111,000	7,670,000	38.1%	114.41
	2007	18,843,000	6,797,000	36.1%	108.22
	2006	<u>17,575,000</u>	<u>6,702,000</u>	38.1%	114.40
Excess (deficiency) of revenues over (under) expenses	2008	614,000	(1,097,000)	-	-
	2007	681,000	(757,000)	-	-
	2006	205,000	(1,060,000)	-	-
TRANSFERS IN (OUT)					
Transfers in	2008	100,000	33,000	33.0%	99.00
	2007	85,000	28,000	32.9%	98.82
	2006	-	-	-	-
Transfers out	2008	(1,175,000)	(392,000)	33.4%	100.09
	2007	(1,205,000)	(402,000)	33.4%	100.08
	2006	<u>(1,176,000)</u>	<u>(392,000)</u>	33.3%	100.00
CHANGE IN NET ASSETS	2008	\$ (461,000)	(1,456,000)		
	2007	(439,000)	(1,131,000)		
	2006	(971,000)	(1,452,000)		
TOTAL NET ASSETS-BEGINNING	2008		2,308,000		
	2007		1,759,000		
	2006		<u>2,578,000</u>		
TOTAL NET ASSETS-ENDING JANUARY 31	2008		852,000		
	2007		628,000		
	2006		<u>1,126,000</u>		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JANUARY 31 OF FISCAL YEARS 2008, 2007, AND 2006
 MUNICIPAL DRAINAGE FUND

	Fiscal Year	Annual Budget	4 Months Actual	Actual/ Budget	Performance Index
REVENUES:					
Fees and service charges	2008	\$ 4,724,000	1,657,000	35.1%	105.23
	2007	4,700,000	1,625,000	34.6%	103.72
	2006	4,812,000	1,596,000	33.2%	99.50
Miscellaneous revenue	2008	125,000	73,000	58.4%	175.20
	2007	109,000	63,000	57.8%	173.39
	2006	47,000	32,000	68.1%	204.26
TOTAL REVENUE	2008	4,849,000	1,730,000	35.7%	107.03
	2007	4,809,000	1,688,000	35.1%	105.30
	2006	4,859,000	1,628,000	33.5%	100.51
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	-	-	-	-
	2007	28,000	-	-	-
	2006	27,000	4,000	14.8%	44.44
Other expenses & encumbrances	2008	2,579,000	757,000	29.4%	88.06
	2007	2,682,000	726,000	27.1%	81.21
	2006	2,561,000	757,000	29.6%	88.68
Total expenses and encumbrances	2008	2,579,000	757,000	29.4%	88.06
	2007	2,710,000	726,000	26.8%	80.37
	2006	2,588,000	761,000	29.4%	88.21
Excess (deficiency) of revenues over (under) expenses	2008	2,270,000	973,000	-	-
	2007	2,099,000	962,000	-	-
	2006	2,271,000	867,000	-	-
TRANSFERS OUT					
Operating transfers out	2008	(2,711,000)	(904,000)	33.3%	100.04
	2007	(2,559,000)	(853,000)	33.3%	100.00
	2006	(2,441,000)	(812,000)	33.3%	99.80
CHANGE IN NET ASSETS	2008	(441,000)	69,000		
	2007	(460,000)	109,000		
	2006	(170,000)	55,000		
TOTAL NET ASSETS-BEGINNING	2008		21,106,000		
	2007		20,754,000		
	2006		17,924,000		
TOTAL NET ASSETS-ENDING JANUARY 31	2008		21,175,000		
	2007		20,863,000		
	2006		17,979,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JANUARY 31 OF FISCAL YEARS 2008, 2007, AND 2006
 NON-MAJOR BUSINESS TYPE FUNDS

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>4 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Hotel/motel tax	2008	\$ 4,518,000	1,049,000	23.2%	69.65
	2007	4,009,000	1,072,000	26.7%	80.22
	2006	3,411,000	1,121,000	32.9%	98.59
Other revenue	2008	6,695,000	2,151,000	32.1%	96.39
	2007	6,324,000	1,884,000	29.8%	89.37
	2006	6,071,000	1,812,000	29.8%	89.54
TOTAL REVENUE	2008	11,213,000	3,200,000	28.5%	85.61
	2007	10,333,000	2,956,000	28.6%	85.82
	2006	9,482,000	2,933,000	30.9%	92.80
EXPENSES & ENCUMBRANCES:					
Capital outlay	2008	81,000	99,000	122.2%	366.67
	2007	52,000	1,000	1.9%	5.77
	2006	5,000	-	-	-
Other expenses & encumbrances	2008	11,659,000	3,442,000	29.5%	88.57
	2007	10,469,000	3,122,000	29.8%	89.46
	2006	9,521,000	2,772,000	29.1%	87.34
Total expenses and encumbrances	2008	11,740,000	3,541,000	30.2%	90.49
	2007	10,521,000	3,123,000	29.7%	89.05
	2006	9,526,000	2,772,000	29.1%	87.30
Excess (deficiency) of Revenues over (under) expenses	2008	(527,000)	(341,000)	-	-
	2007	(188,000)	(167,000)	-	-
	2006	(44,000)	161,000	-	-
TRANSFERS OUT:					
Operating transfers out	2008	(1,121,000)	(374,000)	33.4%	100.09
	2007	(671,000)	(223,000)	33.2%	99.70
	2006	(558,000)	(186,000)	33.3%	100.00
CHANGE IN NET ASSETS					
	2008	(1,648,000)	(715,000)		
	2007	(859,000)	(390,000)		
	2006	(602,000)	(25,000)		
TOTAL NET ASSETS-BEGINNING					
	2008		13,468,000		
	2007		12,926,000		
	2006		11,317,000		
TOTAL NET ASSETS-ENDING JANUARY 31					
	2008		12,753,000		
	2007		12,536,000		
	2006		11,292,000		

MONTHLY FINANCIAL SUMMARY REPORT
 THROUGH JANUARY 31 OF FISCAL YEARS 2008, 2007, AND 2006
 ECONOMIC DEVELOPMENT FUND

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>4 Months Actual</u>	<u>Actual/ Budget</u>	<u>Performance Index</u>
REVENUES:					
Miscellaneous revenue	2008	\$ 185,000	149,000	80.5%	241.62
	2007	-	47,000	-	-
	2006	-	21,000	-	-
EXPENSES & ENCUMBRANCES					
Personal services	2008	551,000	169,000	30.7%	92.01
	2007	529,000	166,000	31.4%	94.14
	2006	528,000	129,000	24.4%	73.30
Materials and supplies	2008	24,000	26,000	108.3%	325.00
	2007	26,000	21,000	80.8%	242.31
	2006	23,000	6,000	26.1%	78.26
Contractual / professional and other	2008	6,275,000	150,000	2.4%	7.17
	2007	6,276,000	61,000	1.0%	2.92
	2006	183,000	47,000	25.7%	77.05
Capital outlay	2008	-	-	-	-
	2007	-	7,000	-	-
	2006	-	-	-	-
Total Expenses and Encumbrances	2008	<u>6,850,000</u>	<u>345,000</u>	5.0%	15.11
	2007	6,831,000	255,000	3.7%	11.20
	2006	<u>734,000</u>	<u>182,000</u>	24.8%	74.39
Excess (Deficiency) of Revenues Over (Under) Expenses	2008	(6,665,000)	(196,000)	-	-
	2007	(6,831,000)	(208,000)	-	-
	2006	(734,000)	(161,000)	-	-
TRANSFERS IN					
Operating transfers in	2008	6,850,000	2,283,000	33.3%	99.99
	2007	6,831,000	2,277,000	33.3%	100.00
	2006	<u>734,000</u>	<u>245,000</u>	33.4%	100.14
CHANGE IN NET ASSETS					
	2007	185,000	2,087,000		
	2006	-	2,069,000		
	2005	-	84,000		
TOTAL NET ASSETS-BEGINNING					
	2008		6,941,000		
	2007		885,000		
	2006		<u>819,000</u>		
TOTAL NET ASSETS-ENDING JANUARY 31					
	2008		9,028,000		
	2007		2,954,000		
	2006		<u>903,000</u>		

EQUITY IN TREASURY POOL

JANUARY 2008

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 1/31/08	TOTAL 10/01/07	TOTAL 1/31/07
GENERAL FUND:						
01	General	\$ 92,000	66,011,000	66,103,000	39,348,000	65,988,000
77	Payroll	-	1,996,000	1,996,000	1,894,000	1,922,000
24	City Store	-	9,000	9,000	9,000	8,000
		92,000	68,016,000	68,108,000	41,251,000	67,918,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	32,652,000	32,652,000	4,675,000	28,134,000
		-	32,652,000	32,652,000	4,675,000	28,134,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	532,000	532,000	523,000	(622,000)
23	Street Enhancement	-	1,533,000	1,533,000	1,507,000	1,363,000
25	1991 Police & Courts Facility	-	1,682,000	1,682,000	1,653,000	1,474,000
27	1991 Library Facility	-	648,000	648,000	637,000	352,000
28	1991 Fire Facility	-	1,977,000	1,977,000	1,943,000	1,292,000
29	Technology Improvements	-	256,000	256,000	252,000	86,000
31	Municipal Facilities	-	422,000	422,000	414,000	387,000
32	Park Improvements	-	4,818,000	4,818,000	4,737,000	4,235,000
33	Street & Drainage Improvement	-	2,576,000	2,576,000	2,454,000	1,899,000
35	Capital Reserve	-	38,563,000	38,563,000	36,993,000	34,835,000
38	DART L.A.P.	-	745,000	745,000	732,000	717,000
39	Spring Creekwalk	-	23,000	23,000	23,000	22,000
52	Park Service Areas	-	5,770,000	5,770,000	5,573,000	5,199,000
53	Creative & Performing Arts	-	2,043,000	2,043,000	2,009,000	1,575,000
54	Animal Control Facilities	-	254,000	254,000	249,000	199,000
59	Service Center	-	128,000	128,000	126,000	121,000
60	Joint Use Facilities	-	582,000	582,000	573,000	542,000
85	Public Arts	-	100,000	100,000	99,000	16,000
110	G.O. Bond Clearing - 1999	-	409,000	409,000	519,000	1,342,000
190	G.O. Bond Clearing - 2000	-	3,704,000	3,704,000	3,641,000	3,702,000
230	Tax Notes Clearing - 2001	-	1,419,000	1,419,000	2,231,000	2,495,000
240	G.O. Bond Clearing - 2001-A	-	185,000	185,000	182,000	185,000
250	Tax Notes Clearing - 2001-A	-	161,000	161,000	158,000	186,000
270	G.O. Bond Refund/Clearing - 2003	-	1,053,000	1,053,000	1,183,000	1,389,000
310	G.O. Bond Refund/Clearing - 2005	-	1,017,000	1,017,000	1,000,000	945,000
093	G.O. Bond Clearing - 2006	-	964,000	964,000	1,806,000	22,348,000
089	C.O. Bond Clearing - 2006	-	377,000	377,000	371,000	2,543,000
102	G.O. Bond Clearing - 2007	-	20,911,000	20,911,000	27,382,000	-
105	Tax Notes Clearing - 2007	-	6,722,000	6,722,000	6,992,000	-
		-	99,574,000	99,574,000	105,962,000	88,827,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	240,000	240,000	236,000	134,000
34	Sewer CIP	-	7,479,000	7,479,000	9,218,000	4,340,000
36	Water CIP	-	5,137,000	5,137,000	5,121,000	4,328,000
37	Downtown Center Development	-	98,000	98,000	95,000	70,000
41	Water & Sewer - Operating	347,000	(4,025,000)	(3,678,000)	(7,614,000)	4,860,000
42	Water & Sewer - Debt Service	-	1,361,000	1,361,000	641,000	3,176,000
43	Municipal Drainage - Debt Service	-	3,155,000	3,155,000	2,805,000	2,876,000
44	W & S Impact Fees Clearing	-	2,894,000	2,894,000	2,731,000	2,807,000
45	Sustainability & Environmental Services	27,000	(169,000)	(142,000)	1,019,000	(841,000)
46	Convention & Tourism	10,000	3,774,000	3,784,000	4,172,000	3,054,000
81	Friends of Plano Centre	-	4,000	4,000	4,000	4,000
47	Municipal Drainage	9,000	4,332,000	4,341,000	4,189,000	3,869,000
48	Municipal Golf Course	-	82,000	82,000	165,000	56,000
49	Property Management	-	406,000	406,000	386,000	385,000
51	Recreation Revolving	-	1,014,000	1,014,000	1,095,000	790,000
95	W & S Bond Clearing - 1990	-	-	-	-	187,000
96	W & S Bond Clearing - 1991	-	-	-	-	104,000
101	W & S Bond Clearing - 1993A	-	-	-	-	280,000
103	Municipal Bond Drain Clearing-1995	-	-	-	-	266,000
104	Municipal Drain Bond Clearing-1996	-	176,000	176,000	173,000	166,000
107	Municipal Drain Bond Clearing-1997	-	-	-	-	236,000
108	Municipal Drain Bond Clearing-1998	-	-	-	-	79,000
210	Municipal Drain Bond Clearing-1999	-	-	-	-	148,000
260	Municipal Drain Rev Bond Clearing - 2001	-	-	-	-	123,000
280	Municipal Drain Rev Bond Clearing - 2003	-	-	-	-	32,000
320	Municipal Drain Rev Bond Clearing - 2005	-	301,000	301,000	530,000	858,000
094	Municipal Drain Rev Bond Clearing - 2006	-	997,000	997,000	1,545,000	1,485,000
330	Municipal Drain Rev Bond Clearing - 2007	-	2,965,000	2,965,000	2,914,000	-
		393,000	30,221,000	30,614,000	29,425,000	33,872,000

EQUITY IN TREASURY POOL

JANUARY 2008

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 1/31/08	TOTAL 10/01/07	TOTAL 1/31/07
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	331,000	331,000	22,000	272,000
4	TIF-Mall	-	50,000	50,000	50,000	40,000
5	TIF-East Side	-	7,793,000	7,793,000	7,789,000	5,891,000
11	LLEBG-Police Grant	-	120,000	120,000	123,000	71,000
12	Criminal Investigation	-	943,000	943,000	1,009,000	925,000
13	Grant	-	(621,000)	(621,000)	-	(309,000)
14	Wireline Fees	-	349,000	349,000	364,000	307,000
15	Judicial Efficiency	-	118,000	118,000	113,000	107,000
16	Industrial	-	18,000	18,000	17,000	17,000
17	Intergovernmental	-	587,000	587,000	491,000	472,000
18	Government Access/CATV	-	667,000	667,000	571,000	331,000
19	Teen Court Program	-	45,000	45,000	40,000	36,000
20	Municipal Courts Technology	-	1,427,000	1,427,000	1,412,000	1,278,000
55	Municipal Court-Building Security Fees	-	1,265,000	1,265,000	1,244,000	1,189,000
56	911 Reserve Fund	-	7,560,000	7,560,000	7,121,000	6,239,000
57	State Library Grants	-	23,000	23,000	23,000	10,000
67	Disaster Relief	-	1,161,000	1,161,000	1,141,000	1,098,000
68	Animal Shelter Donations	-	141,000	141,000	125,000	89,000
73	Memorial Library	-	280,000	280,000	192,000	200,000
86	Juvenile Case Manager	-	138,000	138,000	136,000	106,000
87	Traffic Safety	-	787,000	787,000	665,000	356,000
88	Child Safety	-	789,000	789,000	679,000	899,000
		-	23,971,000	23,971,000	23,327,000	19,624,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	1,621,000	1,621,000	1,593,000	2,541,000
9	Technology Infrastructure	-	4,158,000	4,158,000	4,087,000	3,911,000
58	PC Replacement	-	1,589,000	1,589,000	1,568,000	1,341,000
61	Equipment Maintenance	-	(5,131,000)	(5,131,000)	(4,933,000)	(215,000)
62	Information Technology	-	(62,000)	(62,000)	69,000	1,974,000
63	Office Services	-	(297,000)	(297,000)	(237,000)	76,000
64	Warehouse	-	186,000	186,000	207,000	207,000
65	Property/Liability Loss	-	8,254,000	8,254,000	7,156,000	4,894,000
66	Technology Services	-	11,585,000	11,585,000	11,617,000	9,759,000
71	Equipment Replacement	-	12,665,000	12,665,000	11,371,000	6,394,000
78	Health Claims	-	29,496,000	29,496,000	27,113,000	21,440,000
79	Parkway Service Ctr. Expansion	-	(29,000)	(29,000)	(28,000)	(12,000)
		-	64,035,000	64,035,000	59,583,000	52,310,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	55,000	55,000	52,000	49,000
8	Library Training Lab	-	7,000	7,000	6,000	8,000
69	Collin County Seized Assets	-	291,000	291,000	295,000	313,000
74	Developers' Escrow	-	4,106,000	4,106,000	4,112,000	4,556,000
75	Plano Economic Development Trust	-	693,000	693,000	-	-
76	Economic Development	-	8,462,000	8,462,000	7,228,000	3,223,000
84	Rebate	-	1,047,000	1,047,000	1,152,000	1,139,000
		-	14,661,000	14,661,000	12,845,000	9,288,000
TOTAL		\$ 485,000	333,130,000	333,615,000	277,068,000	299,973,000
TRUST FUNDS						
42	Water & Sewer Reserve	-	-	-	-	960,000
72	Retirement Security Plan	-	70,008,000	70,008,000	70,007,000	58,403,000
TOTAL TRUST FUNDS		\$ -	70,008,000	70,008,000	70,007,000	59,363,000

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At January 31, 2008 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	27,713,000
Local Government Investment Pool	143,572,000
Federal Securities	125,933,000
Certificates of Deposit	34,000,000
Fair Value Adjustment	586,000
Interest Receivable	1,326,000
	<u>333,130,000</u>

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

Health Claims Fund	2 month			1 month			1 month			Year to Date		
	FY 07-08	FY 06-07	Variance	FY 07-08	FY 06-07	Variance	FY 07-08	FY 06-07	Variance	FY 07-08	FY 06-07	Variance
	Oct-Nov	Oct-Nov	Favorable (Unfavorable)	December	December	Favorable (Unfavorable)	January	January	Favorable (Unfavorable)	Total	Total	Favorable (Unfavorable)
Revenues												
Employees Health Ins. Contributions	\$ 394,000	\$ 369,000	25,000	\$ 249,000	\$ 195,000	54,000	\$ 252,000	\$ 194,000	58,000	\$ 895,000	\$ 758,000	137,000
Employers Health Ins. Contributions	3,502,000	3,069,000	433,000	1,531,000	1,722,000	(191,000)	1,540,000	1,717,000	(177,000)	6,573,000	6,508,000	65,000
Contributions for Retirees	104,000	88,000	16,000	50,000	44,000	6,000	59,000	46,000	13,000	213,000	178,000	35,000
Cobra Insurance Receipts	9,000	6,000	3,000	4,000	2,000	2,000	8,000	2,000	6,000	21,000	10,000	11,000
Retiree Insurance Receipts	56,000	60,000	(4,000)	61,000	32,000	29,000	40,000	45,000	(5,000)	157,000	137,000	20,000
Plano Housing Authority	-	8,000	(8,000)	-	3,000	(3,000)	-	4,000	(4,000)	-	15,000	(15,000)
Interest	296,000	146,000	150,000	114,000	100,000	14,000	73,000	91,000	(18,000)	483,000	337,000	146,000
Total Revenues	4,361,000	3,746,000	615,000	2,009,000	2,098,000	(89,000)	1,972,000	2,099,000	(127,000)	8,342,000	7,943,000	399,000
Expenses												
Insurance	238,000	244,000	6,000	119,000	122,000	3,000	114,000	116,000	2,000	471,000	482,000	11,000
Contracts- Professional Svc.	10,000	42,000	32,000	8,000	26,000	18,000	49,000	45,000	(4,000)	67,000	113,000	46,000
Contracts- Other	161,000	146,000	(15,000)	77,000	89,000	12,000	76,000	141,000	65,000	314,000	376,000	62,000
Health Claims Paid Reinsurance	(118,000)	(15,000)	103,000	(14,000)	6,000	20,000	(211,000)	38,000	249,000	(343,000)	29,000	372,000
Health Claims - Prescription	536,000	383,000	(153,000)	287,000	266,000	(21,000)	214,000	274,000	60,000	1,037,000	923,000	(114,000)
Health Claims Paid -UHC	2,025,000	1,663,000	(362,000)	1,069,000	807,000	(262,000)	1,427,000	1,016,000	(411,000)	4,521,000	3,486,000	(1,035,000)
Cobra Insurance Paid	1,000	1,000	-	-	-	-	1,000	-	(1,000.00)	2,000	1,000	(1,000)
Retiree Insurance Paid	21,000	18,000	(3,000)	10,000	9,000	(1,000)	14,000	9,000	(5,000)	45,000	36,000	(9,000)
Retiree Insurance Paid- Medicare	-	-	-	-	-	-	25,000	-	(25,000)	25,000	-	(25,000)
Plano Housing Authority	-	1,000	1,000	-	-	-	-	1,000	1,000	-	2,000	2,000
Total Expenses	2,874,000	2,483,000	(391,000)	1,556,000	1,325,000	(231,000)	1,709,000	1,640,000	(69,000)	6,139,000	5,448,000	(691,000)
Net increase (decrease)	\$ 1,487,000	\$ 1,263,000	224,000	453,000	773,000	(320,000)	263,000	459,000	(196,000)	\$ 2,203,000	\$ 2,495,000	(292,000)
Health Claims Fund Balance - Cumulative	\$ 25,541,000	\$ 17,365,000	8,176,000	\$ 25,994,000	\$ 18,137,000	7,857,000	\$ 26,257,000	\$ 18,597,000	7,660,000			

ANALYSIS OF PROPERTY LIABILITY LOSS FUND THROUGH JANUARY 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	\$ 240,000	343,000	579,000
Net Judgments/Damages/Attorney Fees	236,000	266,000	295,000
Total Expenses	\$ 476,000	609,000	874,000

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JANUARY 31, 2008

Project Description	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>14th STREET – K Avenue to Ridgewood</u>	09/08 09/09	5,580	8,080	-	-	Engineering design contract being processed.
<u>15th STREET – G Avenue to US 75</u>	06/09 09/10	400	1,954	-	255	Engineering design kick off meeting scheduled for the week of February 11 th .
<u>15th STREET – G Avenue to I Avenue</u>	02/07 03/08	100	2,005	1,045	941	All street pavement except the northwest quadrant of G Avenue and 15th Street is in place. Contractor is working on sidewalk on the north side of the project.
<u>15th STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS</u>	03/08 10/08	1,750	1,900	137	1,406	Construction contract was awarded at the January 14 th City Council meeting. Contracts are with the contractor for execution.
<u>Alley Reconstruction - 15th Place and Belcamp</u>	09/08 06/09	-	535	-	49	Hayden Consultants started the design.
<u>ALMA-SPICEWOOD TO HEDGE COXE</u>	05/08 12/08	1,100	1,210	78	55	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. Contract modification has been processed and work is continuing.
<u>ALMA & PARKER DRAINAGE</u>	07/08 01/09	1,227	1,347	81	33	Design is proceeding. Second submittal plans were reviewed by City staff and returned to the consultant for correction.
<u>ANIMAL SHELTER EXPANSION</u>	06/08 02/09	1,000	3,755	191	344	Design underway. Schematic to be revised to show 5,000 SF addition.
<u>BAFFIN BAY AND MORTON VALE</u>	03/09 09/09	90	841	-	104	Engineering design contract was awarded at the January 14 th City Council meeting. Contract execution is now complete. The engineer's Notice to Proceed will be issued in the near future.
<u>CHAPARRAL – Avenue K to East City Limits</u>	06/08 12/08	997	2,212	61	178	A joint meeting was held to resolve the geometric configuration of Jupiter and Chaparral Road. PBS&J is designing the NTMWD force main. First review is in for City of Plano and Allen review and due February 4 th .
<u>CLOISTERS WATER REHAB</u>	08/07 07/08	1,205	1,722	858	398	The water lines in Grandview, Longworth, Kelsey and Desco are in operation and pavement repairs are complete. Work on the Macao Place section is completed. Water main installation on Flagstone is complete and pavement repairs are completed. Parkhaven section is completed except for cleanup. Hillbrier Circle is 90% complete.
<u>COMMUNICATIONS Spring Creek to Tennyson</u>	12/08 12/09	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.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JANUARY 31, 2008

<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>COMMUNICATIONS Parker to Spring Creek Parkway</u>	06/08 02/09	2,550	2,745	156	16	Design proceeding. Final plans have been submitted and are currently in review by City staff. Right of way activity is underway.
<u>DALLAS NORTH TRUNK SEWER III – Pittman Creek to Custer</u>	06/07 02/08	-	2,040	1,221	288	All the pipe line and tie-ins have been completed.
<u>FIRE STATION 12/LOGISTICS FACILITY & Emergency Operations Center</u>	06/08 04/09	6,073	12,902	3,251	12,298	Pre-construction meeting set for February 20 th .
<u>FIRE STATION 13</u>	07/08 06/09	2,000	4,256	108	302	Design is underway. Hisaw is working on a price for construction manager contract.
<u>HAYFIELD, MORTON VALE, THUNDERBIRD & CLOVERHAVEN</u>	07/07 06/08	200	662	709	128	Contractor has completed work on Cloverhaven. The construction on Hayfield is complete. Thunderbird is complete except for some clean-up. Work on Morton Vale is complete except for guard rail and clean-up.
<u>HEADQUARTERS – Preston to Parkwood</u>	03/08 09/08	700	1,072	51	728	Contract awarded at the January 14 th City Council meeting to McMahon Contracting. City staff is preparing contracts for signature.
<u>HIGHLANDS LIFT STATION</u>	09/08 09/09	1,250	2,450	34	164	Design has started.
<u>INDEPENDENCE- MCDERMOTT TO SH 121</u>	06/08 03/09	1,500	1,600	76	24	90% plans are being reviewed by staff.
<u>INTERSECTION IMPROVEMENTS 2004</u>	04/08 12/08	35	912	511	50	Coit at Legacy: ROW acquisition underway. Construction contract was awarded at the January 28 th City Council meeting. Contracts are being prepared; Jupiter/Park/Parker/Independence: Design is proceeding. Pre-final plans have been submitted and are in review by City staff.
<u>INTERSECTION IMPROVEMENTS – 2005</u>	07/07 04/08	405	1,038	408	537	Jim Bowman has finished Alma Road at Plano Parkway Alma Road at Spring Creek Parkway, and Coit Road at Spring Creek. Plano Parkway & Coit phase one outside lane construction has begun.
<u>INTERSECTION IMPROVEMENTS - JUPITER/PLANO PARKWAY</u>	06/08 12/08	550	873	119	6	Final revised schematics and ESA (Categorical Exclusion) approved by TxDOT Dallas. Schematics and CatEx sent to TxDot Austin. TransSystems 90% plans for TxDot McKinney review began on August 31 st . City staff working with affected property owners. Bid opening scheduled March 20 th . City staff is preparing bid documents.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JANUARY 31, 2008

<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>INTERSECTION IMPROVEMENTS – Preston and Legacy</u>	01/09 09/09	100	2,504	251	94	Schematic and Environmental Categorical Exclusion awaiting TxDOT Austin Approval. City staff, consultants and TxDOT met to discuss common signing. Engineering design has begun. Contract modification being negotiated for two additional traffic signals.
<u>INTERSECTION IMPROVEMENTS - PRESTON/PLANO PARKWAY</u>	01/09 09/09	31	2,190	159	131	Parsons Brinkerhoff submitted CAEx 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 and Austin.
<u>INTERSECTION IMPROVEMENTS – Spring Creek Parkway and Coit</u>	01/10 09/10	100	2,050	164	153	Design proceeding. Preliminary schematic plan has been completed. The revised environmental report is currently in review by City staff. It is expected that these items will be submitted together to TxDOT in the near future.
<u>JUPITER ELEVATED TANK REPAINT</u>	11/08 05/09	-	425	-	30	Design is underway. Painting will be let for bid in June or July.
<u>MCDERMOTT – Coit To Ohio</u>	11/08 09/09	3,155	4,086	365	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 have complied with their request and are waiting for approvals from TxDOT.
<u>OAK POINT PARK VISITOR CENTER COMPLEX</u>	03/08 04/09	7,000	8,000	669	231	Construction documents 95% complete. Looking at a CME Risk contract. Nabholz is re-bidding project.
<u>P AVENUE, 18TH STREET & BELLE VIEW ADDITION</u>	11/08 09/09	130	985	27	167	Design is underway by RKM Engineers. Sidewalk survey has been completed. The City will not construct additional sidewalks.
<u>PARKER ROAD – K Ave. to Raton Ave.</u>	07/07 01/09	2,792	4,420	1,053	3,257	Construction is underway. Roadway widening on the north side of Parker from K Avenue to east of P Avenue is currently underway.
<u>PARKER ROAD ELEVATED TANK REPAINT</u>	11/07 06/08	800	885	256	183	MK Painting started work November 1 st . Inside tank priming and painting is almost complete. Outside tank will be painted along with the logo on Parker Road elevated tank and Dallas North tank depending on weather.

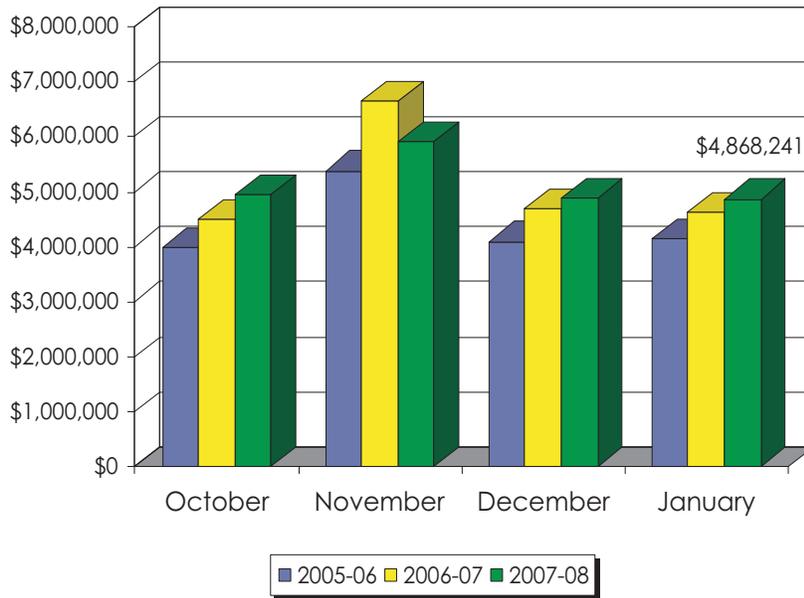
CURRENT CAPITAL IMPROVEMENT PROJECTS
 STATUS REPORT
 JANUARY 31, 2008

<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>PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway</u>	01/08 12/08	4,100	5,300	291	3,926	Preconstruction meeting was held on December 6 th . Start of construction is set for January 22 nd .
<u>PLANO PARKWAY - Midway to West City Limits</u>	09/08 06/09	100	1,200	-	128	Consultant has started design to widen Plano Parkway from four lanes to six lanes.
<u>POLICE ACADEMY RANGE EXPANSION</u>	12/07 06/08	-	3,759	769	2,715	Construction has begun.
<u>RAILROAD CROSSINGS -Quiet Zones</u>	05/08 10/08	-	1,197	764	14	Reviewing agreement with KCS relating to insurance requirements.
<u>RASOR BOULEVARD - Ohio to SH 121</u>	06/08 04/09	2,035	3,724	295	59	95% plans have been received and are being reviewed by City staff.
<u>RIDGEVIEW - Independence to Coit</u>	06/08 03/09	1,800	2,080	38	88	Design proceeding.
<u>SCREENING WALL - Desert Garden</u>	09/08 04/09	-	401	-	54	Hayden Consultants started the design.
<u>SH 121 WATER LINE - Spring Creek Parkway to Dallas North Tollway</u>	06/08 12/08	200	615	-	-	Plans being revised per TxDOT comments.
<u>SHILOH PUMP STATION</u>	11/08 08/09	80	1,680	96	56	Design has started.
<u>SPRINGBROOK - Quill to Janwood</u>	07/08 02/09	1,225	1,381	152	15	Pre-final plans have been reviewed by City staff and returned to the consultant for correction. Right of way acquisition is complete.
<u>US 75 RAMP IMPROVEMENTS</u>	01/06 02/08	-	3,429	2,005	-	All ramps are opened. Street lights to be repaired.
<u>US 75/PARKER ROAD INTERCHANGE</u>	04/08 10/09	5,000	6,250	1,743	67	TXDOT has approved the schematic. Design work is proceeding. Project scheduled for March 2008 letting by TXDOT. ROW is being negotiated.
<u>WINDHAVEN - Spring Creek Parkway to West City Limits</u>	03/09 03/10	300	4,060	154	296	Schematic has been received.
<u>WYATT NORTH ADDITION PAVING & WATER</u>	06/07 06/08	1,297	2,386	1,633	412	Tri-Con has completed N Avenue, Felix, Francis and Lucas Terrace west of P Avenue. Paving on Lucas Terrace and Felix east of P Avenue is underway.

ECONOMIC ANALYSIS

Sales tax allocation of \$4,868,241 was remitted to the City of Plano in the month of January 2008. This amount represents an increase of 5.30% compared to the amount received in January 2007.

SALES TAX
ACTUAL MONTHLY REVENUE
FIGURE I



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

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

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

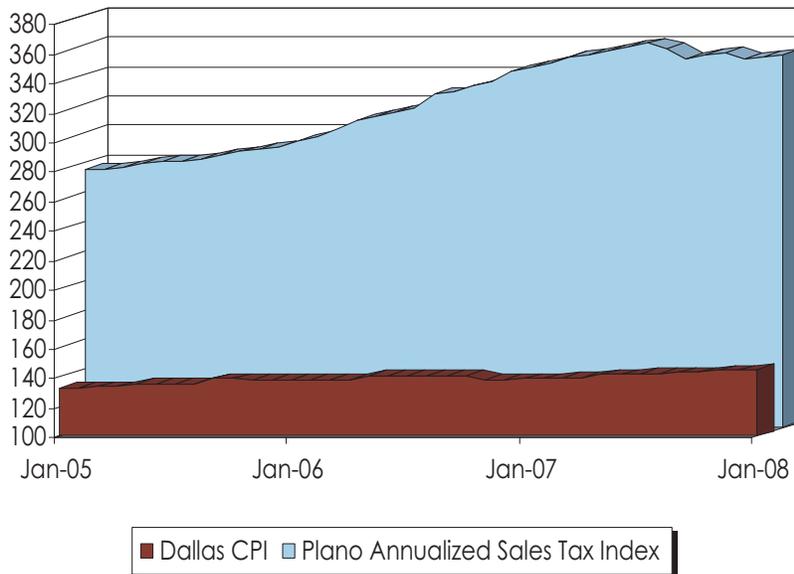


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For January 2008, the adjusted CPI was 144.82 and the Sales Tax Index was 353.17.

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

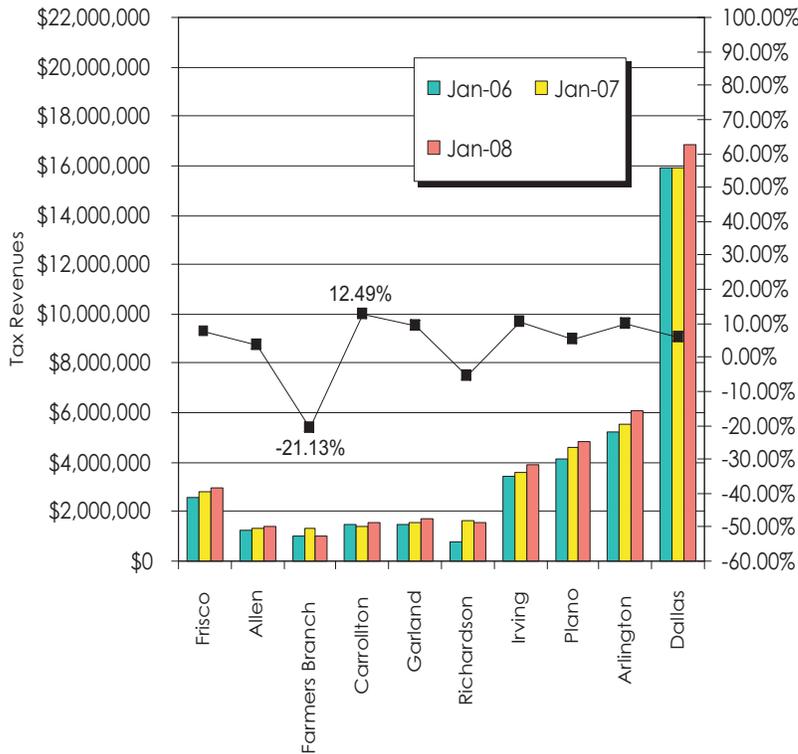
ECONOMIC ANALYSIS

F Figure III shows sales tax allocations in the months of January 2006, January 2007 and January 2008 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for the

SALES TAX COMPARISONS

CITY OF PLANO AND AREA CITIES

FIGURE III

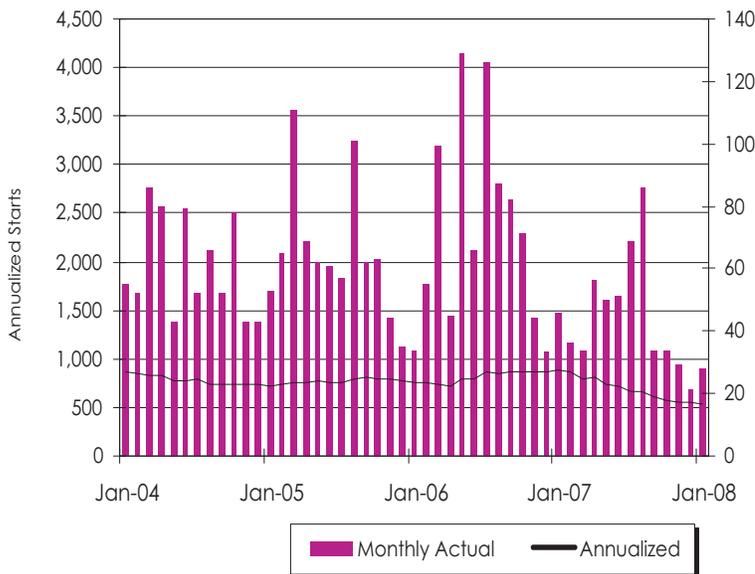


cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of January, the City of Plano received \$4,868,241 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing January 2007 to January 2008, ranged from 12.49% for the City of Carrollton to -21.13% for the City of Farmers Branch.

SINGLE FAMILY HOUSING STARTS

FIGURE IV



In January 2008, a total of 28 actual single-family housing permits, representing a value of \$7,410,982, were issued. This value represents a 20.79% decrease from the same period a year ago. Annualized single-family housing starts of 528 represent a value of \$119,150,172.

Figure IV above shows actual single-family housing starts versus annualized housing starts for January 2004 through January 2008.

ECONOMIC ANALYSIS

YIELD CURVE

FIGURE V

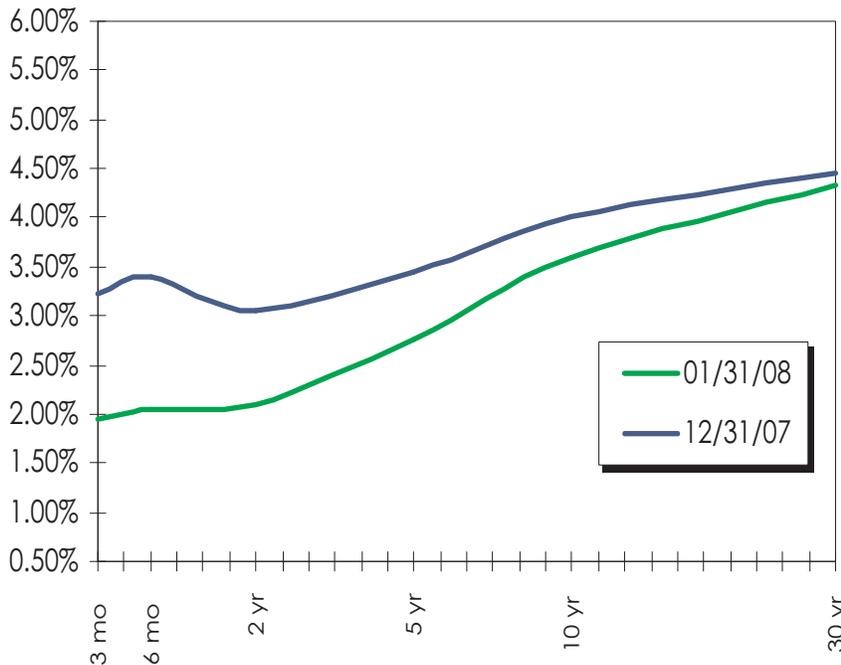


Figure V, left, shows the U.S. Treasury yield curve for January 31, 2008 in comparison to December 31, 2007. All of the reported treasury yields decreased in the month of January, with the greatest decrease in reported rates occurring in the 3-month sector at -131 basis points.

UNEMPLOYMENT RATES UNADJUSTED RATE COMPARISON FIGURE VI*

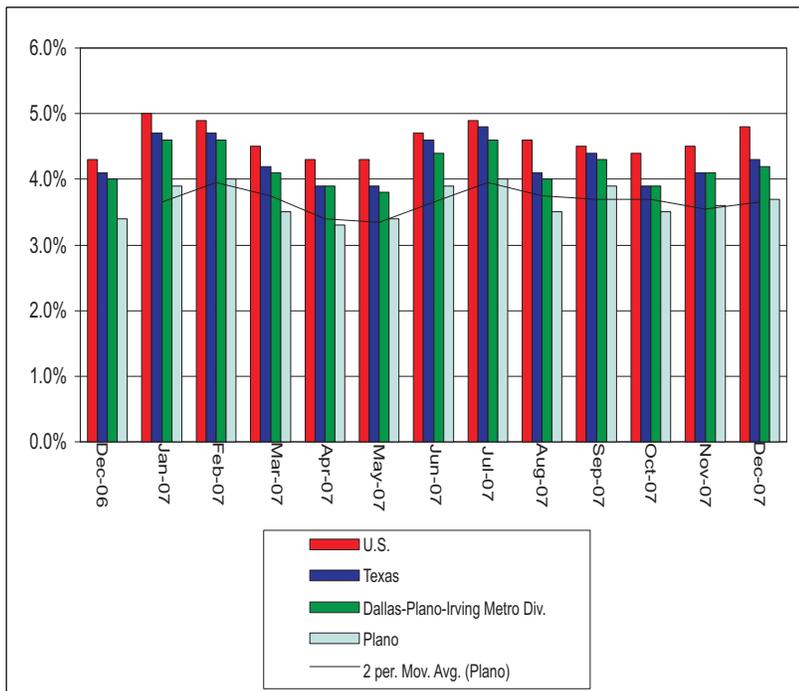


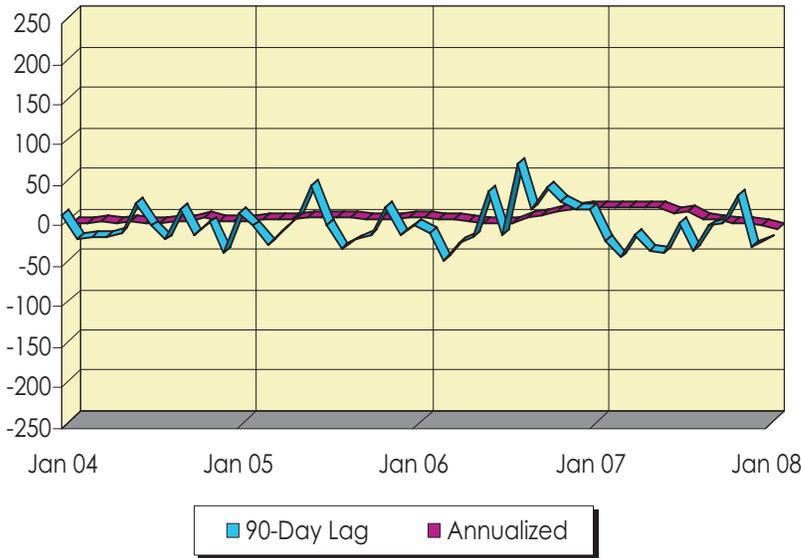
Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from December 2006 to December 2007.

*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 -19

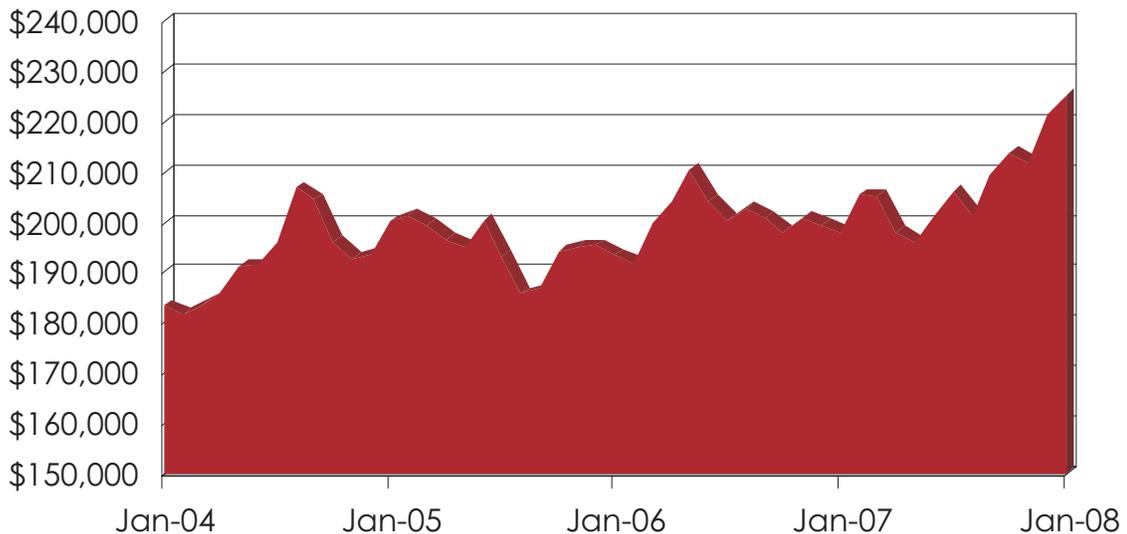
HOUSING ABSORPTION
90-DAY LAG FROM PERMIT DATE
FIGURE VII



homes, meaning that in October 2007 there were 19 less housing starts than new refuse customers in January 2008. The annualized rate is -15 which means there was an average of 15 fewer housing starts than new garbage customers per month over the past year.

The annualized average declared construction value of new homes increased 13.91% to \$225,663 when compared to January 2007.

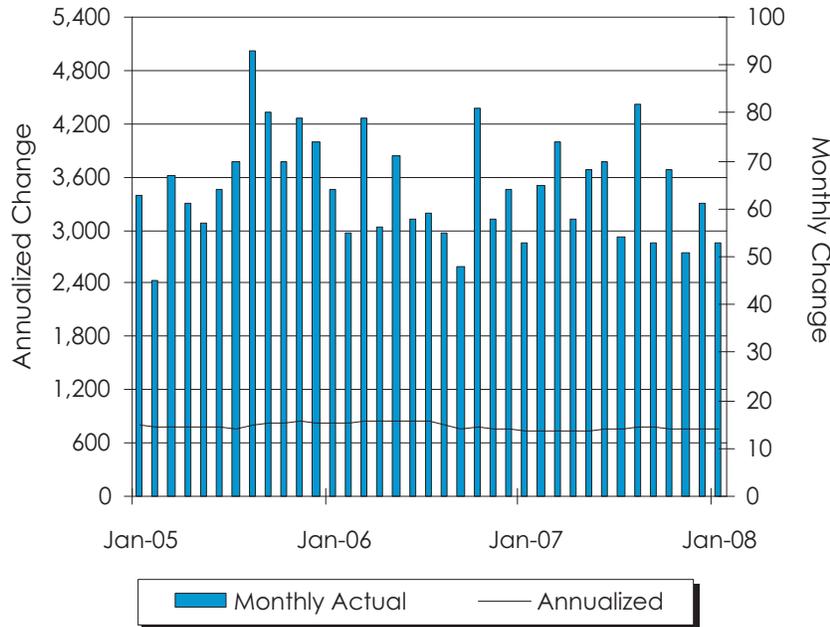
SINGLE-FAMILY NEW HOME VALUE
FIGURE VIII



ECONOMIC ANALYSIS

REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

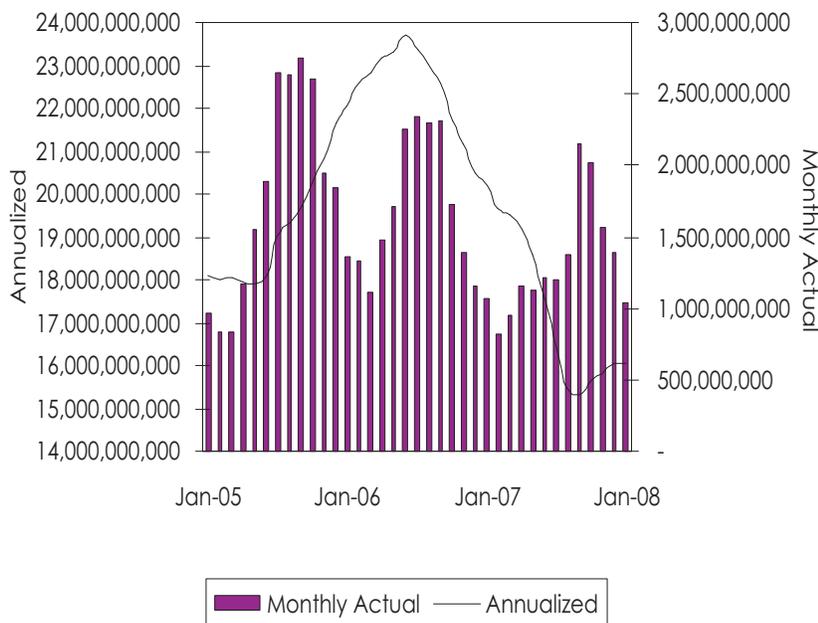


In January, net new refuse collection accounts totaled 53, in comparison to 53 new accounts in January of 2007. This represents no percentage change on a year-to-year basis. Annualized new refuse accounts totaled 757, showing an increase of 20, or a 2.71% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In January, the City of Plano pumped 1,245,968,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 1,040,369,400 gallons among 78,220 billed water accounts while billed sewer accounts numbered 74,518. The minimum daily water pumpage was 34,327,000 gallons, which occurred on Friday, January 25th. Maximum daily pumpage was 45,187,000 gallons and occurred on Saturday, January 12th. This month's average daily pumpage was 40,193,000 gallons.

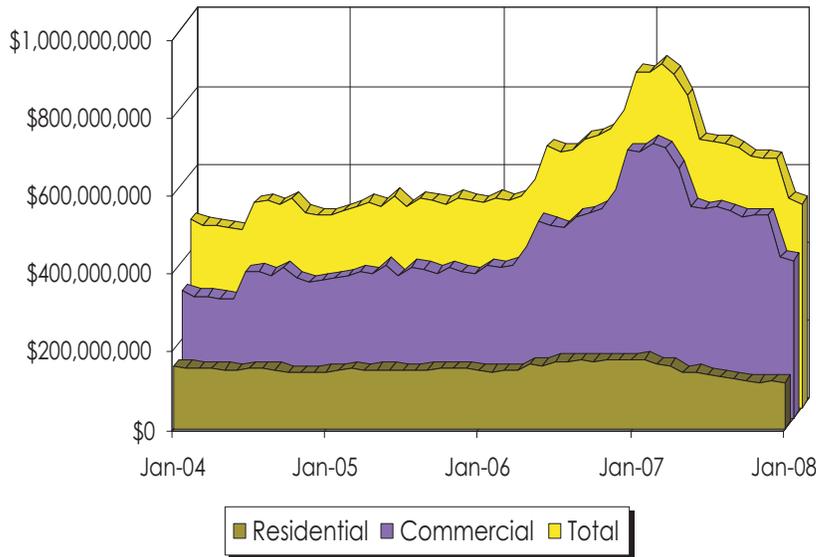
Figure X shows the monthly actual and annualized average for local water consumption.

ECONOMIC ANALYSIS

In January, a total of 110 new construction permits were issued, for properties valued at \$31,819,967. This includes 28 single-family residences, 1 amusement center, 10 office/bank building, 3 retail/restaurant/other, 2 other, 35 commercial additions/alterations, 30 interior finish-outs, and 1 demolition. There were 13 permits issued for pools/spas. The overall annualized value was \$521,998,694,

ANNUALIZED BUILDING PERMIT VALUES

FIGURE XI



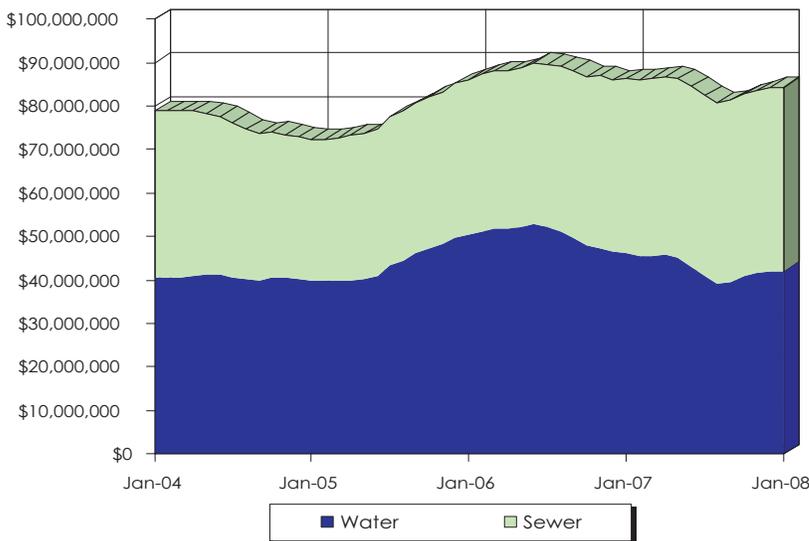
down 39.22% from the same period a year ago. The annualized value of new residential construction decreased to a value of \$119,150,172, down 31.89% from a year ago. The annualized value of new commercial construction decreased 41.10% to \$402,848,522.*

* 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 January were \$2,767,064 and \$3,557,890, representing an increase of 0.33% and 1.40% respectively, compared to January 2007 revenues. The aggregate water and sewer accounts netted \$6,324,954 for an increase of 0.93%. January consumption

ANNUALIZED WATER & SEWER BILLINGS

FIGURE XII



brought annualized revenue of \$42,028,303 for water and \$42,317,030 for sewer, totaling \$84,345,333. This total represents a decrease of 2.22% compared to last year's annualized revenue.

Figure XII represents the annualized billing history of water and sewer revenues for January 2004 through January 2008.

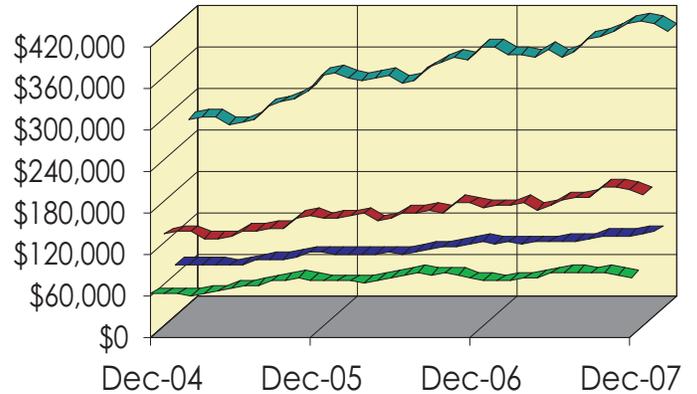
ECONOMIC ANALYSIS

December revenue from hotel/motel occupancy tax was \$323,051. This represents an increase of \$35,608 or 12.39% compared to December 2006. The average monthly revenue for the past six months (see graph) was \$393,854, an increase of 9.33% from the previous year's average. The six-month average for the Central area increased to \$84,716, the West Plano average increased to \$189,381, and the Plano Pkwy average increased to \$119,757 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

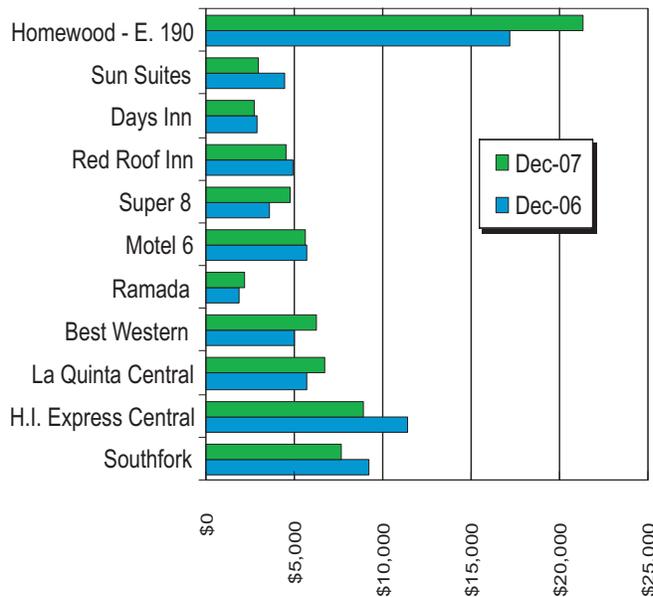
FIGURE XIII



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

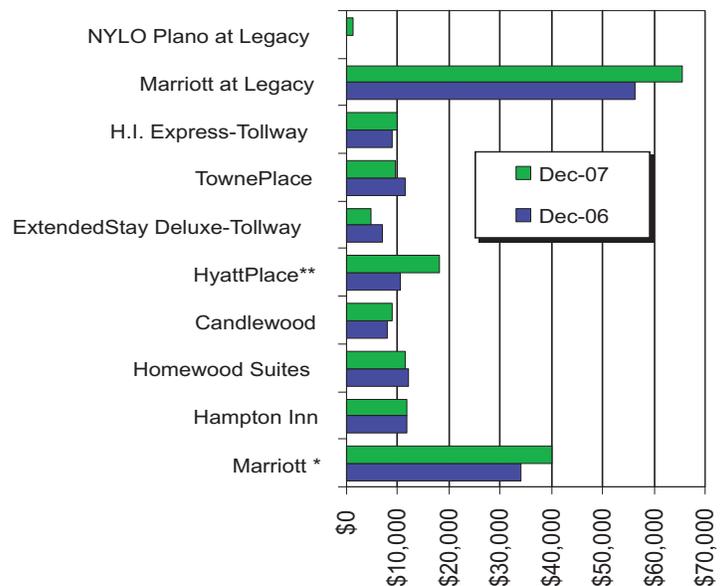
HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - CENTRAL

FIGURE XIV



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

FIGURE XV

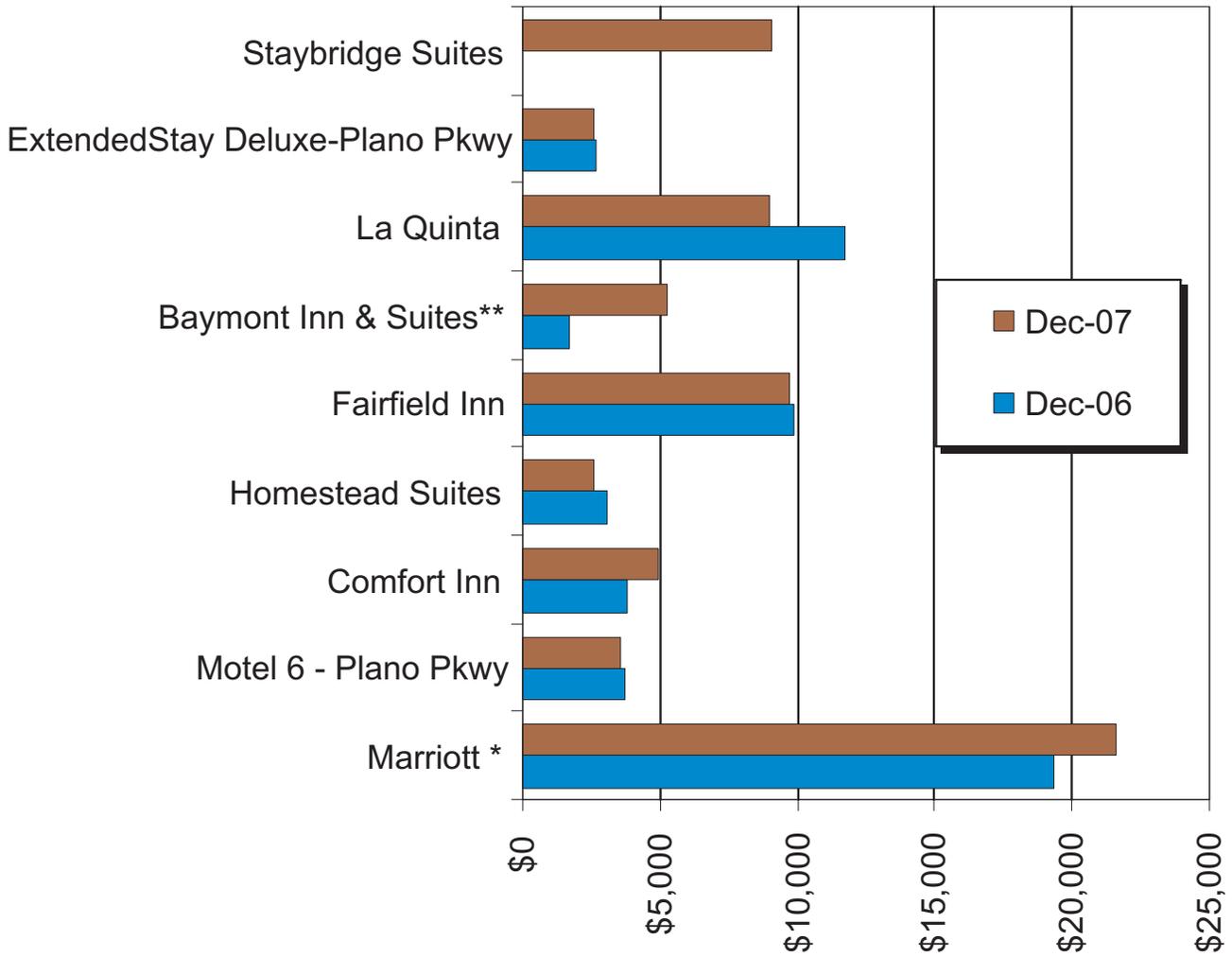


* Since August 2005, Marriott International Tax Revenue Numbers On This Graph Represent Two (2) Marriott-Owned Hotels (Courtyard By Marriott 1ND and Residence Inn #323) **Formerly AmeriSuites

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.



21.05	21.05	Orange
22.85	22.85	Orange
24.70	24.70	Orange
26.40	26.40	Orange
28.30	28.30	Orange
13.20	13.02	Orange
1.69	1.63	Orange
13.00	12.00	Orange
28.10	29.00	Orange
3.45 A	3.45 A	Orange
24.10	23.50	Orange
53.30	53.55	Orange
26.80	26.89	Orange
48.99	49.00	Orange
16.75	16.46	Orange
27.40	26.60	Orange
8.20	58.20	Orange
.89	31.68	Orange
75	9.75	Orange
0	157.90	Orange



INVESTMENT REPORT

JANUARY, 2008

Interest received during January totaled \$678,382 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

The two-year Treasury note yield declined throughout the month of January, starting at 3.02% and ending at 2.16%.

As of January 31, a total of \$322.5 million was invested in the Treasury Fund. Of this amount, \$51.9 million was General Obligation Bond Funds, \$4.4 million was Municipal Drainage Revenue Bond Funds, and \$266.2 million was in the remaining funds.

Metrics	Current Month Actual	Fiscal YTD	Prior Fiscal YTD	Prior Fiscal Year Total
Funds Invested ¹	\$ 0 *see Note 1	\$ 46,750,000	\$ 94,560,000	\$ 219,706,000
Interest Received ²	\$ 678,382	\$ 4,469,414	\$ 3,617,304	\$ 12,660,107
Weighted Average Maturity (in days) ³	271		306	416
Modified Duration ⁴	0.6721		0.7957	0.8801
Average 2-Year T-Note Yield ⁵	2.44%		4.85%	4.00%

* See interest allocation footnote on Page C-3.

- (1) Does not include funds on deposit earning a "NOW" rate, and/or moneys in investment pools or cash accounts.
- (2) Cash Basis.
- (3) The length of time (expressed in days) until the average investment in the portfolio will mature. The Prior fiscal YTD column represents current month, prior year.
- (4) Expresses the measurable change in the value of the portfolio in response to a 100-basis-point (1%) change in interest rates. The modified duration number in the Prior fiscal YTD column represents current month, prior year.
- (5) Compares 2007 to 2006.

Month-to-Month Comparison

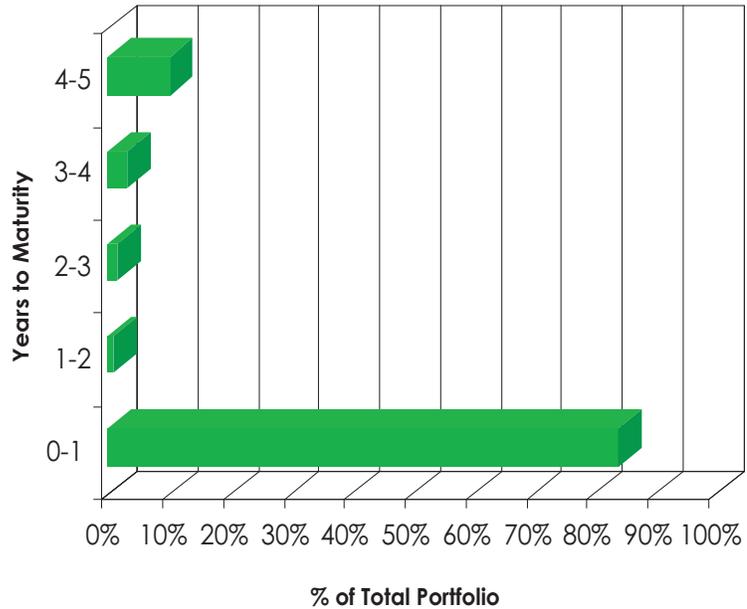
Metrics	Dec-07	Jan-08	Difference
Portfolio Holding Period Yield	4.38%	3.89%	-0.49 (-49 Basis Points)
Average 2-Year T-Note Yield	3.12%	2.44%	-0.68 (-68 Basis Points)

INVESTMENT REPORT

Portfolio Maturity Schedule

Figure I

Years to Maturity*	Face Value	% Total
0-1	\$ 279,173,593	84.16%
1-2	3,300,000	0.99%
2-3	5,060,000	1.53%
3-4	10,480,000	3.16%
4-5	33,720,000	10.16%
Total	\$ 331,733,593	100.00%

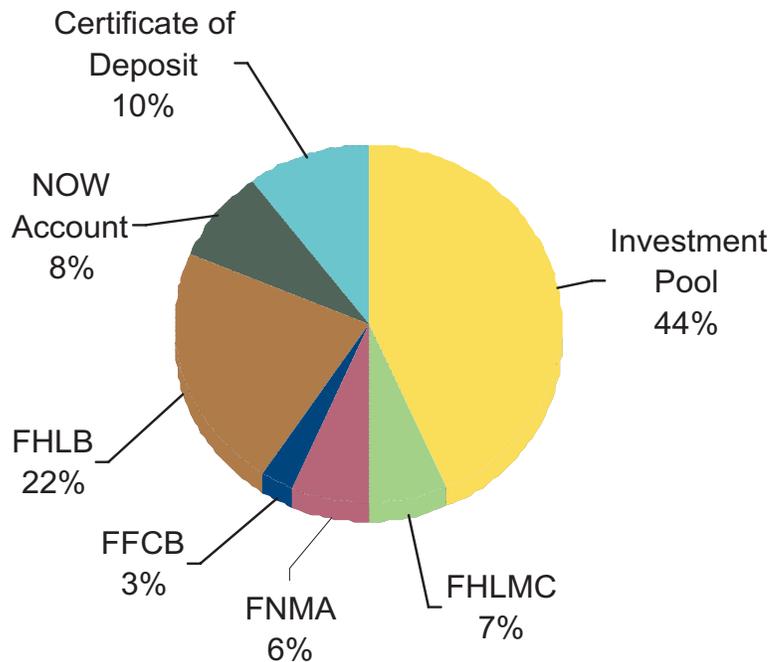


*Does not take into consideration callable issues that can, if called, significantly shorten the Weighted Average Maturity.

Portfolio Diversification

Figure II

Type	Face Value	% Total
Investment Pool	\$ 143,572,436	43.28%
Commercial Paper	0	0.00%
FHLMC	22,340,000	6.73%
FNMA	21,240,000	6.40%
FFCB	9,060,000	2.73%
FHLB	73,855,000	22.26%
NOW Account	27,666,156	8.34%
Certificate of Deposit	34,000,000	10.25%
Total	\$ 331,733,593	100.00%



INVESTMENT REPORT

Allocated Interest/Fund Balances January 2008

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	129,850.45	571,942.20	\$ 65,881,111.45	20.43%
G.O. Debt Service	65,123.69	171,880.32	32,587,080.85	10.10%
Street & Drainage Improvements	6,497.90	43,777.62	2,569,963.27	0.80%
Sewer CIP	18,706.31	143,423.80	7,459,852.55	2.31%
Capital Reserve	96,715.29	644,747.88	38,466,764.34	11.93%
Water & Sewer Operating	219.75	(17,569.08)	(4,024,998.36)	-1.25%
Water & Sewer Debt Service	3,210.21	16,257.73	1,357,392.78	0.42%
W & S Impact Fees Clearing	7,208.62	47,596.26	2,886,334.68	0.89%
Park Service Area Fees	14,540.41	97,771.62	5,755,410.73	1.78%
Property / Liability Loss	20,470.33	129,570.66	8,233,352.75	2.55%
Information Services	29,893.38	202,948.93	11,555,557.12	3.58%
Equipment Replacement	31,199.85	204,369.19	12,633,925.90	3.92%
Developers' Escrow	10,358.45	70,226.99	4,096,104.25	1.27%
G.O. Bond Funds	133,446.30	966,125.20	51,905,168.52	16.09%
Municipal Drainage Bond Clearing	11,306.70	81,996.31	4,427,268.11	1.37%
Other	194,016.53	1,286,354.71	76,633,937.74	23.76%
Total	\$ 770,324.25	\$ 4,651,660.66	\$ 322,521,370.78	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of January 31, 2008, allocated interest to these funds may include an adjustment to fair value as required by GASB 31.

Portfolio Statistics

Month	Total Invested (End of Month)	Portfolio Yield	# Securities		Maturities/ Sold/Called	Weighted Avg Maturity (Days)	# Securities
			Purchased*				
Aug-06	299,366,214	4.34%	12		19	370	144
Sep-06	263,471,841	4.27%	4		11	416	137
Oct-06	255,697,996	4.28%	9		11	432	135
Nov-06	246,150,463	4.26%	5		12	410	128
Dec-06	266,240,259	4.33%	1		2	362	127
Jan-07	307,286,661	4.48%	12		6	306	133
Feb-07	327,903,076	4.54%	3		4	261	132
Mar-07	312,190,094	4.52%	6		7	259	131
Apr-07	308,567,825	4.50%	5		6	248	130
May-07	292,825,559	4.49%	8		7	259	131
Jun-07	328,244,921	4.68%	6		14	255	123
Jul-07	319,849,907	4.80%	4		18	305	109
Aug-07	314,475,970	4.81%	3		5	301	107
Sep-07	280,880,178	4.69%	4		13	352	98
Oct-07	271,859,396	4.65%	9		9	372	98
Nov-07	267,923,119	4.50%	0		13	336	85
Dec-07	297,081,403	4.38%	5		5	330	85
Jan-08	331,733,593	3.89%	0		7	271	78

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

INVESTMENT REPORT

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

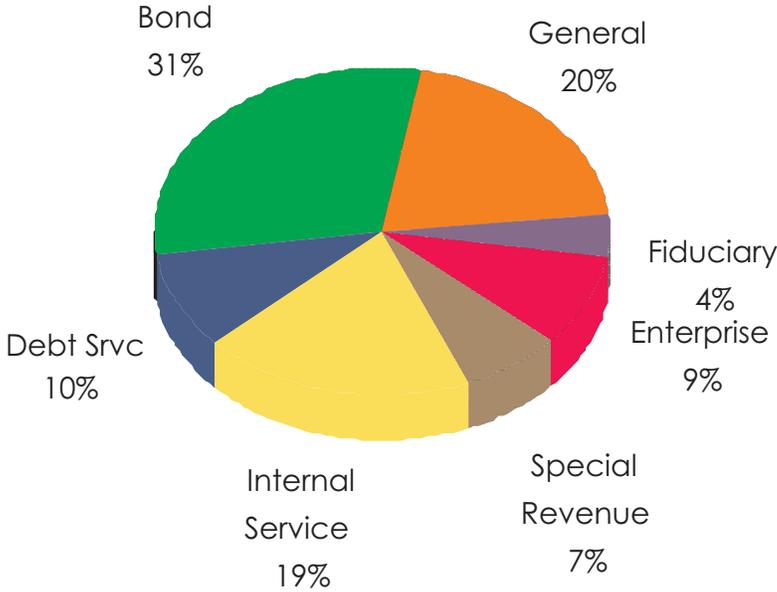
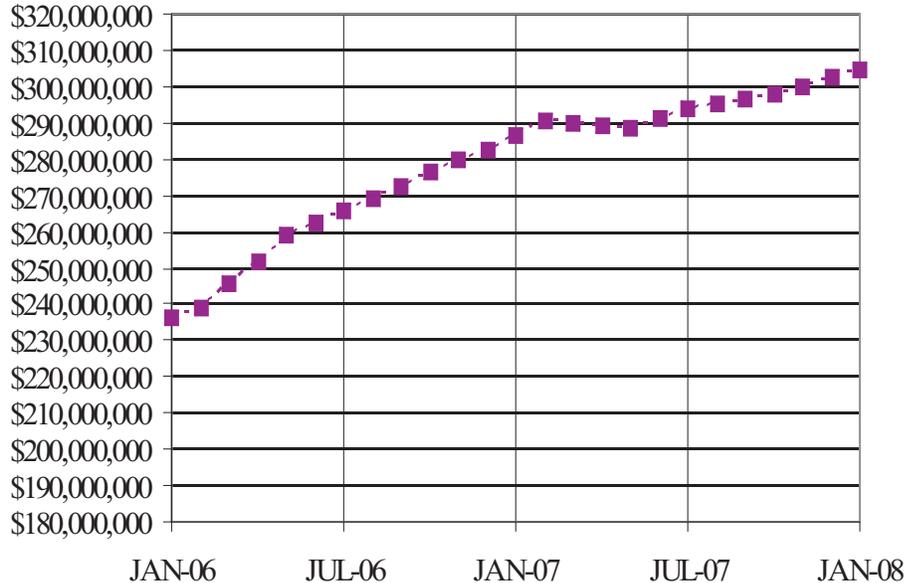


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of January 31, 2008. The largest category are the Bond Funds in the amount of \$99.6 million. Closest behind is the General Fund with a total of \$68.0 million, and the Internal Service Funds with \$64.0 million.

Annualized Average Portfolio
Figure V

The annualized average portfolio for January 31, 2008 was \$304,461,253. This is an increase of \$18,030,393 when compared to the January 2007 average of \$286,430,861.



SECTION 4

QUARTERLY HOTEL/MOTEL REPORT

City of Plano

Comprehensive Monthly Finance Report



11.40	11.40	Opt bus
11.90	11.90	Opt bus
12.20	12.20	Opt inc
12.97	12.97	Opt mic
13.20	13.20	Opt tech
13.95	13.95	Orange
14.80	14.80	Orange
15.85	15.85	Orange
16.60	16.60	Orange
17.30	17.30	Orange
18.20	18.20	Orange
19.00	19.00	Orange
20.00	20.00	Orange
21.05	21.05	Orange
22.85	22.85	Orange
24.70	24.70	Orange
26.70	26.70	Orange
28.40	28.40	Orange
29.30	29.30	Orange
30.02	30.02	Orange
31.63	31.63	Orange
32.00	32.00	Orange
34.50	34.50	Orange
35.55	35.55	Orange
36.89	36.89	Orange
39.00	39.00	Orange
41.46	41.46	Orange
43.60	43.60	Orange
45.20	45.20	Orange
46.89	46.89	Orange
48.68	48.68	Orange
50.68	50.68	Orange
52.90	52.90	Orange
55.30	55.30	Orange
57.80	57.80	Orange
60.40	60.40	Orange
63.10	63.10	Orange
65.90	65.90	Orange
68.80	68.80	Orange
71.80	71.80	Orange
74.90	74.90	Orange
78.10	78.10	Orange
81.40	81.40	Orange
84.80	84.80	Orange
88.30	88.30	Orange
91.90	91.90	Orange
95.60	95.60	Orange
99.40	99.40	Orange
103.30	103.30	Orange
107.30	107.30	Orange
111.40	111.40	Orange
115.60	115.60	Orange
120.00	120.00	Orange
124.60	124.60	Orange
129.40	129.40	Orange
134.40	134.40	Orange
139.60	139.60	Orange
145.00	145.00	Orange
150.60	150.60	Orange
156.40	156.40	Orange
162.40	162.40	Orange
168.60	168.60	Orange
175.00	175.00	Orange
181.60	181.60	Orange
188.40	188.40	Orange
195.40	195.40	Orange
202.60	202.60	Orange
210.00	210.00	Orange
217.60	217.60	Orange
225.40	225.40	Orange
233.40	233.40	Orange
241.60	241.60	Orange
250.00	250.00	Orange
258.60	258.60	Orange
267.40	267.40	Orange
276.40	276.40	Orange
285.60	285.60	Orange
295.00	295.00	Orange
304.60	304.60	Orange
314.40	314.40	Orange
324.40	324.40	Orange
334.60	334.60	Orange
345.00	345.00	Orange
355.60	355.60	Orange
366.40	366.40	Orange
377.40	377.40	Orange
388.60	388.60	Orange
400.00	400.00	Orange
411.60	411.60	Orange
423.40	423.40	Orange
435.40	435.40	Orange
447.60	447.60	Orange
460.00	460.00	Orange
472.60	472.60	Orange
485.40	485.40	Orange
498.40	498.40	Orange
511.60	511.60	Orange
525.00	525.00	Orange
538.60	538.60	Orange
552.40	552.40	Orange
566.40	566.40	Orange
580.60	580.60	Orange
595.00	595.00	Orange
609.60	609.60	Orange
624.40	624.40	Orange
639.40	639.40	Orange
654.60	654.60	Orange
670.00	670.00	Orange
685.60	685.60	Orange
701.40	701.40	Orange
717.40	717.40	Orange
733.60	733.60	Orange
750.00	750.00	Orange
766.60	766.60	Orange
783.40	783.40	Orange
800.40	800.40	Orange
817.60	817.60	Orange
835.00	835.00	Orange
852.60	852.60	Orange
870.40	870.40	Orange
888.40	888.40	Orange
906.60	906.60	Orange
925.00	925.00	Orange
943.60	943.60	Orange
962.40	962.40	Orange
981.40	981.40	Orange
1000.60	1000.60	Orange
1020.00	1020.00	Orange
1039.60	1039.60	Orange
1059.40	1059.40	Orange
1079.40	1079.40	Orange
1099.60	1099.60	Orange
1120.00	1120.00	Orange
1140.60	1140.60	Orange
1161.40	1161.40	Orange
1182.40	1182.40	Orange
1203.60	1203.60	Orange
1225.00	1225.00	Orange
1246.60	1246.60	Orange
1268.40	1268.40	Orange
1290.40	1290.40	Orange
1312.60	1312.60	Orange
1335.00	1335.00	Orange
1357.60	1357.60	Orange
1380.40	1380.40	Orange
1403.40	1403.40	Orange
1426.60	1426.60	Orange
1450.00	1450.00	Orange
1473.60	1473.60	Orange
1497.40	1497.40	Orange
1521.40	1521.40	Orange
1545.60	1545.60	Orange
1570.00	1570.00	Orange
1594.60	1594.60	Orange
1619.40	1619.40	Orange
1644.40	1644.40	Orange
1669.60	1669.60	Orange
1695.00	1695.00	Orange
1720.60	1720.60	Orange
1746.40	1746.40	Orange
1772.40	1772.40	Orange
1798.60	1798.60	Orange
1825.00	1825.00	Orange
1851.60	1851.60	Orange
1878.40	1878.40	Orange
1905.40	1905.40	Orange
1932.60	1932.60	Orange
1960.00	1960.00	Orange
1987.60	1987.60	Orange
2015.40	2015.40	Orange
2043.40	2043.40	Orange
2071.60	2071.60	Orange
2100.00	2100.00	Orange
2128.60	2128.60	Orange
2157.40	2157.40	Orange
2186.40	2186.40	Orange
2215.60	2215.60	Orange
2245.00	2245.00	Orange
2274.60	2274.60	Orange
2304.40	2304.40	Orange
2334.40	2334.40	Orange
2364.60	2364.60	Orange
2395.00	2395.00	Orange
2425.60	2425.60	Orange
2456.40	2456.40	Orange
2487.40	2487.40	Orange
2518.60	2518.60	Orange
2549.00	2549.00	Orange
2580.60	2580.60	Orange
2611.40	2611.40	Orange
2642.40	2642.40	Orange
2673.60	2673.60	Orange
2705.00	2705.00	Orange
2736.60	2736.60	Orange
2768.40	2768.40	Orange
2800.40	2800.40	Orange
2832.60	2832.60	Orange
2865.00	2865.00	Orange
2897.60	2897.60	Orange
2930.40	2930.40	Orange
2963.40	2963.40	Orange
2996.60	2996.60	Orange
3030.00	3030.00	Orange
3063.60	3063.60	Orange
3097.40	3097.40	Orange
3131.40	3131.40	Orange
3165.60	3165.60	Orange
3200.00	3200.00	Orange
3234.60	3234.60	Orange
3269.40	3269.40	Orange
3304.40	3304.40	Orange
3339.60	3339.60	Orange
3375.00	3375.00	Orange
3410.60	3410.60	Orange
3446.40	3446.40	Orange
3482.40	3482.40	Orange
3518.60	3518.60	Orange
3555.00	3555.00	Orange
3591.60	3591.60	Orange
3628.40	3628.40	Orange
3665.40	3665.40	Orange
3702.60	3702.60	Orange
3740.00	3740.00	Orange
3777.60	3777.60	Orange
3815.40	3815.40	Orange
3853.40	3853.40	Orange
3891.60	3891.60	Orange
3930.00	3930.00	Orange
3968.60	3968.60	Orange
4007.40	4007.40	Orange
4046.40	4046.40	Orange
4085.60	4085.60	Orange
4125.00	4125.00	Orange
4164.60	4164.60	Orange
4204.40	4204.40	Orange
4244.40	4244.40	Orange
4284.60	4284.60	Orange
4325.00	4325.00	Orange
4365.60	4365.60	Orange
4406.40	4406.40	Orange
4447.40	4447.40	Orange
4488.60	4488.60	Orange
4529.00	4529.00	Orange
4570.60	4570.60	Orange
4611.40	4611.40	Orange
4652.40	4652.40	Orange
4693.60	4693.60	Orange
4735.00	4735.00	Orange
4776.60	4776.60	Orange
4818.40	4818.40	Orange
4860.40	4860.40	Orange
4902.60	4902.60	Orange
4945.00	4945.00	Orange
4987.60	4987.60	Orange
5030.40	5030.40	Orange
5073.40	5073.40	Orange
5116.60	5116.60	Orange
5160.00	5160.00	Orange
5203.60	5203.60	Orange
5247.40	5247.40	Orange
5291.40	5291.40	Orange
5335.60	5335.60	Orange
5380.00	5380.00	Orange
5424.60	5424.60	Orange
5469.40	5469.40	Orange
5514.40	5514.40	Orange
5559.60	5559.60	Orange
5605.00	5605.00	Orange
5650.60	5650.60	Orange
5696.40	5696.40	Orange
5742.40	5742.40	Orange
5788.60	5788.60	Orange
5835.00	5835.00	Orange
5881.60	5881.60	Orange
5928.40	5928.40	Orange
5975.40	5975.40	Orange
6022.60	6022.60	Orange
6070.00	6070.00	Orange
6117.60	6117.60	Orange
6165.40	6165.40	Orange
6213.40	6213.40	Orange
6261.60	6261.60	Orange
6310.00	6310.00	Orange
6358.60	6358.60	Orange
6407.40	6407.40	Orange
6456.40	6456.40	Orange
6505.60	6505.60	Orange
6555.00	6555.00	Orange
6604.60	6604.60	Orange
6654.40	6654.40	Orange
6704.40	6704.40	Orange
6754.60	6754.60	Orange
6805.00	6805.00	Orange
6855.60	6855.60	Orange
6906.40	6906.40	Orange
6957.40	6957.40	Orange
7008.60	7008.60	Orange
7060.00	7060.00	Orange
7111.60	7111.60	Orange
7163.40	7163.40	Orange
7215.40	7215.40	Orange
7267.60	7267.60	Orange
7320.00	7320.00	Orange
7372.60	7372.60	Orange
7425.40	7425.40	Orange
7478.40	7478.40	Orange
7531.60	7531.60	Orange
7585.00	7585.00	Orange
7638.60	7638.60	Orange
7692.40	7692.40	Orange
7746.40	7746.40	Orange
7800.60	7800.60	Orange
7855.00	7855.00	Orange
7909.60	7909.60	Orange
7964.40	7964.40	Orange
8019.40	8019.40	Orange
8074.60	8074.60	Orange
8130.00	8130.00	Orange
8185.60	8185.60	Orange
8241.40	8241.40	Orange
8297.40	8297.40	Orange
8353.60	8353.60	Orange
8410.00	8410.00	Orange
8466.60	8466.60	Orange
8523.40	8523.40	Orange
8580.40	8580.40	Orange
8637.60	8637.60	Orange
8695.00	8695.00	Orange
8752.60	8752.60	Orange
8810.40	8810.40	Orange
8868.40	8868.40	Orange
8926.60	8926.60	Orange
8985.00	8985.00	Orange
9043.60	9043.60	Orange
9102.40	9102.40	Orange
9161.40	9161.40	Orange
9220.60	9220.60	Orange
9280.00	9280.00	Orange
9339.60	9339.60	Orange
9399.40	9399.40	Orange
9459.40	9459.40	Orange
9519.60	9519.60	Orange
9579.00	9579.00	Orange
9638.60	9638.60	Orange
9698.40	9698.40	Orange
9758.40	9758.40	Orange
9818.60	9818.60	Orange
9879.00	9879.00	Orange
9939.60	9939.60	Orange
10000.00	10000.00	Orange



HOTEL/MOTEL OCCUPANCY TAX REVENUE REPORT

Comparative Quarterly Statistics Quarter Ending 1/31/08 Table I

	2005-06 Second	2005-06 Third	2005-06 Fourth	2006-07 First	2006-07 Second	2006-07 Third	2006-07 Fourth	2007-08 First
Quarterly Total (Actual)*	\$987,838	\$1,050,774	\$1,059,239	\$1,103,628	\$1,097,477	\$1,195,661	\$1,240,115	\$1,123,540
Number of Rooms	3,705	3,705	3,705	3,696	3,687	3,798	3,798	3,972
Average Daily Occupancy	2,555	2,687	2,597	2,542	2,427	2,656	2,569	2,410
Actual Revenue per Room	\$267	\$284	\$286	\$299	\$298	\$315	\$327	\$283
Annualized Revenue	\$3,835,510	\$3,993,779	\$4,096,776	\$4,201,479	\$4,311,118	\$4,456,005	\$4,636,881	\$4,656,793
Average Room Rate	\$78	\$78	\$82	\$87	\$89	\$87	\$92	\$90
Average Occupancy Rate	62.05%	64.55%	61.81%	60.55%	59.24%	63.09%	60.92%	56.08%

QUARTERLY HOTEL/MOTEL TAX REVENUE

Quarterly Hotel / Motel Tax Revenue

Total tax receipts of \$ 1,123,540 were received in the quarter ending December 31, 2007. The number of rooms available in Plano increased in the first quarter of fiscal year 2007-08, due to the addition of a new hotel. Occupancy tax revenues increased by 1.80% when compared to the first quarter of fiscal year 2006-2007.

Table I contains the actual quarterly hotel occupancy revenue and data for the second quarter of fiscal year 2005-06 through the first quarter of fiscal year 2007-08.

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

Comparative Quarterly Statistics

Quarter Ending 1/31/08

Table II

Table II

	First Quarter					Second Quarter						
	2005-06	Percent Change	2006-07	Percent Change	2007-08	2005-06	Percent Change	2006-07	Percent Change	2007-08	Percent Change	
Ramada	\$ 8,519	53.45%	\$ 5,782	-32.13%	\$ 7,616	31.73%	\$ 7,088	35.19%	\$ 6,025	-15.00%	\$ -	0.00%
Harvey House	\$ 42,482	35.35%	\$ 39,730	-6.48%	\$ 34,176	-13.98%	\$ 37,354	33.98%	\$ 43,503	16.46%	\$ -	0.00%
H. I. Express Central	\$ 39,965	84.79%	\$ 41,893	4.82%	\$ 38,261	-8.67%	\$ 38,547	38.24%	\$ 46,368	20.29%	\$ -	0.00%
La Quinta Central	\$ 22,623	43.15%	\$ 21,351	-5.63%	\$ 20,792	-2.62%	\$ 22,604	49.82%	\$ 19,825	-12.29%	\$ -	0.00%
Marriott	\$ 148,455	27.37%	\$ 182,845	23.16%	\$ 193,373	5.76%	\$ 154,062	21.37%	\$ 178,969	16.17%	\$ -	0.00%
Motel 6	\$ 17,224	2.77%	\$ 17,342	0.69%	\$ 17,712	2.13%	\$ 16,059	2.89%	\$ 14,753	-8.13%	\$ -	0.00%
Motel 6 - Plano Pkwy	\$ 10,671	44.76%	\$ 12,381	16.03%	\$ 11,580	-6.47%	\$ 8,499	33.16%	\$ 11,642	36.98%	\$ -	0.00%
H.I Express	\$ 12,328	31.91%	\$ 13,331	8.13%	\$ 16,431	23.25%	\$ 13,179	18.02%	\$ 11,554	-12.33%	\$ -	0.00%
Best Western	\$ 21,046	13.29%	\$ 19,901	-5.44%	\$ 23,110	16.13%	\$ 20,018	23.96%	\$ 22,719	13.50%	\$ -	0.00%
Super 8	\$ 10,596	43.93%	\$ 11,726	10.67%	\$ 14,016	19.53%	\$ 11,002	32.77%	\$ 10,787	-1.95%	\$ -	0.00%
Hampton Inn	\$ 41,095	38.59%	\$ 45,564	10.88%	\$ 45,800	0.52%	\$ 44,725	24.52%	\$ 52,106	16.50%	\$ -	0.00%
Mainstay Suites	\$ 13,468	18.22%	\$ 11,054	-17.93%	\$ 10,218	-7.56%	\$ 15,413	36.51%	\$ 11,216	-27.23%	\$ -	0.00%
Red Roof Inn	\$ 14,323	13.66%	\$ 13,514	-5.65%	\$ 13,517	0.02%	\$ 9,923	-11.10%	\$ 14,463	45.74%	\$ -	0.00%
Days Inn	\$ 9,744	18.02%	\$ 9,282	-4.75%	\$ 9,136	-1.57%	\$ 8,985	23.58%	\$ 9,830	9.40%	\$ -	0.00%
Fairfield Inn	\$ 26,832	9.39%	\$ 35,550	32.49%	\$ 37,245	4.77%	\$ 31,762	24.55%	\$ 38,770	22.06%	\$ -	0.00%
Baymont Inn & Suites	\$ 4,416	42.89%	\$ 5,075	14.93%	\$ 19,004	274.50%	\$ 4,368	29.17%	\$ 13,307	204.62%	\$ -	0.00%
Homewood	\$ 34,448	13.06%	\$ 41,658	20.93%	\$ 43,671	4.83%	\$ 41,953	19.23%	\$ 45,285	7.94%	\$ -	0.00%
La Quinta	\$ 39,131	27.19%	\$ 41,235	5.38%	\$ 35,572	-13.73%	\$ 41,272	23.35%	\$ 42,939	4.04%	\$ -	0.00%
ESA - Plano Pkwy	\$ 6,929	-10.93%	\$ 7,832	13.04%	\$ 7,328	-6.44%	\$ 7,812	-14.59%	\$ 10,519	34.66%	\$ -	0.00%
Hyatt Place	\$ 39,833	9.09%	\$ 38,780	-2.64%	\$ 63,717	64.30%	\$ 42,295	10.46%	\$ 47,204	11.61%	\$ -	0.00%
Candlewood	\$ 25,597	13.96%	\$ 24,799	-3.12%	\$ 31,795	28.21%	\$ 30,094	19.36%	\$ 34,652	15.15%	\$ -	0.00%
Sun Suites	\$ 11,382	23.10%	\$ 13,333	17.14%	\$ 9,233	-30.75%	\$ 12,562	42.66%	\$ 12,583	0.16%	\$ -	0.00%
ESA - Tollway	\$ 13,211	-27.23%	\$ 17,755	34.39%	\$ 18,798	5.88%	\$ 13,615	-3.61%	\$ 22,500	65.26%	\$ -	0.00%
TownePlace Suites	\$ 27,925	36.39%	\$ 36,493	30.68%	\$ 35,251	-3.40%	\$ 32,938	54.43%	\$ 39,740	20.65%	\$ -	0.00%
H.I Express Tollway	\$ 28,871	19.02%	\$ 33,048	14.47%	\$ 35,066	6.10%	\$ 32,161	22.73%	\$ 35,861	11.51%	\$ -	0.00%
Marriott at Legacy	\$ 280,708	55.48%	\$ 314,789	12.14%	\$ 240,694	-23.54%	\$ 239,670	17.50%	\$ 242,957	1.37%	\$ -	0.00%
Homewood - E. 190	\$ 47,099	79.93%	\$ 47,584	1.03%	\$ 58,743	23.45%	\$ 49,876	13.96%	\$ 57,401	15.09%	\$ -	0.00%
Staybridge Suites					\$ 30,318	n/a					\$ -	n/a
NYLO Plano at Legacy					\$ 1,367	n/a					\$ -	n/a
Quarter Total	\$ 998,924	33.78%	\$ 1,103,628	10.48%	\$ 1,122,173	1.68%	\$ 987,838	16.83%	\$ 1,097,477	11.10%	\$ -	0.00%
Y-T-D Revenues	\$ 998,924	33.78%	\$ 1,103,628	10.48%	\$ 1,122,173	1.68%	\$ 1,986,762	15.19%	\$ 2,201,105	10.79%	\$ 1,122,173	-49.02%

	Third Quarter					Fourth Quarter						
	2005-06	Percent Change	2006-07	Percent Change	2007-08	2005-06	Percent Change	2006-07	Percent Change	2007-08	Percent Change	
Ramada	\$ 7,635	-0.06%	\$ 7,806	2.25%	\$ -	0.00%	\$ 8,310	-16.15%	\$ 7,344	-11.62%	\$ -	0.00%
Southfork	\$ 48,739	30.07%	\$ 50,076	2.74%	\$ -	0.00%	\$ 43,932	-2.37%	\$ 41,720	-5.03%	\$ -	0.00%
H. I. Express Central	\$ 45,456	n/a	\$ 45,807	n/a	\$ -	0.00%	\$ 42,178	17.53%	\$ 36,698	-12.99%	\$ -	0.00%
La Quinta Central	\$ 25,426	22.72%	\$ 20,132	-20.82%	\$ -	0.00%	\$ 25,077	10.69%	\$ 23,195	-7.50%	\$ -	0.00%
Marriott	\$ 140,463	13.39%	\$ 157,594	12.20%	\$ -	0.00%	\$ 183,932	19.58%	\$ 181,147	-1.51%	\$ -	0.00%
Motel 6	\$ 21,278	19.09%	\$ 19,623	-7.78%	\$ -	0.00%	\$ 20,208	3.07%	\$ 18,907	-6.44%	\$ -	0.00%
Motel 6 - Plano Pkwy	\$ 11,508	37.91%	\$ 12,811	11.32%	\$ -	0.00%	\$ 12,664	24.22%	\$ 13,784	8.84%	\$ -	0.00%
Comfort Inn	\$ 14,840	5.10%	\$ 15,905	7.18%	\$ -	0.00%	\$ 14,419	22.15%	\$ 15,534	7.73%	\$ -	0.00%
Best Western	\$ 25,376	33.61%	\$ 28,295	11.50%	\$ -	0.00%	\$ 23,866	5.24%	\$ 26,565	11.31%	\$ -	0.00%
Super 8	\$ 11,124	3.74%	\$ 12,831	15.35%	\$ -	0.00%	\$ 13,725	10.17%	\$ 13,493	-1.69%	\$ -	0.00%
Hampton Inn	\$ 50,974	29.55%	\$ 57,374	12.56%	\$ -	0.00%	\$ 47,645	14.69%	\$ 49,227	3.32%	\$ -	0.00%
Homestead Suites	\$ 15,721	9.40%	\$ 12,693	-19.26%	\$ -	0.00%	\$ 15,397	16.10%	\$ 13,872	-9.91%	\$ -	0.00%
Red Roof Inn	\$ 13,813	1.26%	\$ 16,016	15.94%	\$ -	0.00%	\$ 12,293	-15.99%	\$ 10,801	-12.14%	\$ -	0.00%
Days Inn	\$ 11,835	38.82%	\$ 11,644	-1.61%	\$ -	0.00%	\$ 12,260	34.44%	\$ 10,607	-13.48%	\$ -	0.00%
Fairfield Inn	\$ 35,679	24.38%	\$ 40,126	12.46%	\$ -	0.00%	\$ 33,890	21.68%	\$ 36,869	8.79%	\$ -	0.00%
Baymont Inn & Suites	\$ 4,791	-4.03%	\$ 22,375	367.06%	\$ -	0.00%	\$ 3,201	-31.14%	\$ 16,411	412.67%	\$ -	0.00%
Homewood Suites	\$ 44,144	13.29%	\$ 50,048	13.37%	\$ -	0.00%	\$ 43,522	5.11%	\$ 45,006	3.41%	\$ -	0.00%
La Quinta	\$ 46,458	10.40%	\$ 36,407	-21.63%	\$ -	0.00%	\$ 45,567	13.84%	\$ 37,914	-16.79%	\$ -	0.00%
ESA - Plano Pkwy	\$ 4,049	-53.48%	\$ 10,421	157.34%	\$ -	0.00%	\$ 8,076	-6.36%	\$ 8,905	10.27%	\$ -	0.00%
Hyatt Place	\$ 32,760	-18.72%	\$ 58,353	78.12%	\$ -	0.00%	\$ 26,047	-37.80%	\$ 59,934	130.10%	\$ -	0.00%
Candlewood	\$ 29,925	32.35%	\$ 34,106	13.97%	\$ -	0.00%	\$ 27,934	6.02%	\$ 34,792	24.55%	\$ -	0.00%
Sun Suites	\$ 14,012	22.43%	\$ 12,376	-11.68%	\$ -	0.00%	\$ 14,536	12.74%	\$ 11,807	-18.77%	\$ -	0.00%
ESA - Tollway	\$ 23,800	17.22%	\$ 26,921	13.11%	\$ -	0.00%	\$ 23,410	19.11%	\$ 24,943	6.55%	\$ -	0.00%
TownePlace Suites	\$ 35,197	36.08%	\$ 41,117	16.82%	\$ -	0.00%	\$ 43,803	26.28%	\$ 36,017	-17.78%	\$ -	0.00%
H.I Express Tollway	\$ 36,372	26.41%	\$ 41,907	15.22%	\$ -	0.00%	\$ 35,548	21.02%	\$ 36,950	3.94%	\$ -	0.00%
Marriott at Legacy	\$ 243,679	20.60%	\$ 270,467	10.99%	\$ -	0.00%	\$ 231,066	15.01%	\$ 333,259	44.23%	\$ -	0.00%
Homewood - E. 190	\$ 55,721	14.57%	\$ 62,683	12.49%	\$ -	0.00%	\$ 46,736	2.97%	\$ 61,377	31.33%	\$ -	0.00%
Staybridge Suites			\$ 19,749	n/a	\$ -	0.00%			\$ 33,039	n/a	\$ -	0.00%
NYLO Plano at Legacy					\$ -	n/a					\$ -	n/a
Quarter Total	\$ 1,050,774	17.73%	\$ 1,195,661	13.79%	\$ -	0.00%	\$ 1,059,239	11.92%	\$ 1,240,115	17.08%	\$ -	0.00%
Y-T-D Revenues	\$ 3,037,536	23.79%	\$ 3,396,766	11.83%	\$ 1,122,173	-66.96%	\$ 4,096,776	13.68%	\$ 4,636,881	13.18%	\$ 1,122,173	-75.80%

* 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. NYLO Plano at Legacy opened December 18, 2007.

Discussion/Action Items for Future Council Agendas

2008

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

***March 4**

Transportation Advisory Committee

March 8 – 12 – NLC Congressional Cities Conference

***March 25 – Council Candidate Briefing, 8:30 a.m., TRA**

Cultural Affairs Commission

Mobility Report

DART Report

Comprehensive Monthly Financial Report

3-Year Financial Forecast

Public Hearing: Zoning Case 2007-61 - Request to rescind Specific Use Permit #207 for Private Club on one lot on 1.0± acre located on the east side of Preston Road, 1,370± feet north of Park Boulevard. Zoned Retail. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-01 - Request to rescind Specific Use Permit #367 for Private Club on one lot on 0.9± acre located on the north side of 18th Street, 200± feet west of K Avenue. Zoned Downtown Business/Government. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-02 - Request to rescind Specific Use Permit #372 for Private Club on one lot on 2.3± acres located on the east side of U.S. Highway 75, 1,660± feet north of Parker Road. Zoned Corridor Commercial. **Applicant: City of Plano**

Discussion/Action Items for Future Council Agendas

2008

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

***March 4**

Transportation Advisory Committee

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Public Hearing: Zoning Case 2007-61 - Request to rescind Specific Use Permit #207 for Private Club on one lot on 1.0± acre located on the east side of Preston Road, 1,370± feet north of Park Boulevard. Zoned Retail. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-01 - Request to rescind Specific Use Permit #367 for Private Club on one lot on 0.9± acre located on the north side of 18th Street, 200± feet west of K Avenue. Zoned Downtown Business/Government. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-02 - Request to rescind Specific Use Permit #372 for Private Club on one lot on 2.3± acres located on the east side of U.S. Highway 75, 1,660± feet north of Parker Road. Zoned Corridor Commercial. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-03 - Request to rescind Specific Use Permit #373 for Private Club on one lot on 0.1± acre located on the north side of Spring Creek Parkway, 625± feet west of Coit Road. Zoned Retail. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-04 - Request to rescind Specific Use Permit #392 for Private Club on one lot on 0.7± acre located at the northwest corner of Park Boulevard and Ohio Drive. Zoned Retail. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-05 - Request to rescind Specific Use Permit #397 for Private Club on one lot on 0.2± acre located on the west side of Dallas North Tollway, 1,340± feet north of Parker Road. Zoned Regional Commercial. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-06 - Request to rescind Specific Use Permit #401 for Private Club on one lot on 1.5± acres located on the west side of Dallas North Tollway, 1,200± feet north of Parker Road. Zoned Regional Commercial. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-07 - Request to rescind Specific Use Permit #405 for Private Club on one lot on 0.1± acre located 380± feet west of Coit Road, 750± feet north of Spring Creek Parkway. Zoned Retail. **Applicant: City of Plano**

Public Hearing: Zoning Case 2008-08 - Request to rescind Specific Use Permit #408 for Private Club on one lot on 0.2± acre located 50± feet west of Preston Road, 50± feet north of Lorimar Drive. Zoned Planned Development-447-Retail/Multifamily Residence-2. **Applicant: City of Plano**

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

April 2 – VIP Recognition Program, 7 p.m.

April 4 – Oak Point Park Nature Preserve Groundbreaking, 10 a.m.

April 12 – Live Green Expo, Plano Centre

April 14
Public Art Committee

April 26 – FD Appreciation Picnic, Bob Woodruff Park, 12 – 5 p.m.

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

May 10 – Election Day

May 12

Heritage Commission

Law Enforcement Memorial Service, 1 p.m.

May 20 – Canvass Day

May 26 – Memorial Day – Memorial Day Observance, 8:30 a.m.

May 27

Planning and Zoning Commission

Mobility Report

DART Report

Comprehensive Monthly Financial Report

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

June 9

Transition and Revitalization Commission

June 21 – Runoff Election, if necessary

June 23

Board of Adjustment

Mobility Report

DART Report

Comprehensive Monthly Financial Report

June 25 – City Council Retreat

June 27 – 29 – TCMA Conference, Arlington, Texas

June 30 – Runoff Canvass, if necessary

July 4 – Independence Day

July 28

Building Standards Commission

Mobility Report

DART Report

Comprehensive Monthly Financial Report

***July 30**

Budget Council Meeting

August 11

Retirement Security Plan Committee

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

August 25

Parks and Recreation Planning Board

Mobility Report

DART Report

Comprehensive Monthly Financial Report

September 1 – Labor Day

September 8

Self Sufficiency Committee

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

September 22

Plano Housing Authority

Mobility Report

DART Report

Comprehensive Monthly Financial Report

October 13

TIF, No 1 & 2

October 27

Youth Advisory Commission

Mobility Report

DART Report

Comprehensive Monthly Financial Report

October 29 – 31 – TML Annual Conference, San Antonio

November 10

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

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

November 24

Mobility Report

DART Report

Comprehensive Monthly Financial Report

November 27 & 28 – Thanksgiving Holidays

December 8

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

December 22

Mobility Report

DART Report

Comprehensive Monthly Financial Report

December 25 & 26 – Christmas & Winter Holidays

KEEP PLANO BEAUTIFUL

Accomplishments & Benefits
January – December, 2007



Mission Statement

Keep Plano Beautiful is a City Council appointed commission that empowers individuals to take responsibility for enhancing their community through litter awareness and prevention and community beautification.

WHO WE ARE...

COMMISSION

- John Caldwell, Chair
- Kelly Carlson
- Karen Mitchell
- Zach Overton
- Paul Pathrose
- Rob SipII
- David Shipp
- Chris White

COUNCIL LIAISON

- Lee Dunlap

STAFF LIAISONS

- Heather Merchant
- Casey Eckert

GOAL I

Increase Community Involvement
and Awareness Through Expanded
Public Relations



Environmental Community Awards

Volunteers...Linking the environment and community

- Recognition of schools and community partners
- 27 elementary and middle schools submitted ECA applications



Parade Participation



"Luey"
July 4th Parade



Christmas Parade

Plano Balloon Festival



An opportunity to expose thousands of Plano residents to our anti-littering message

GOAL II

Create a More Beautiful and Litter-free Community

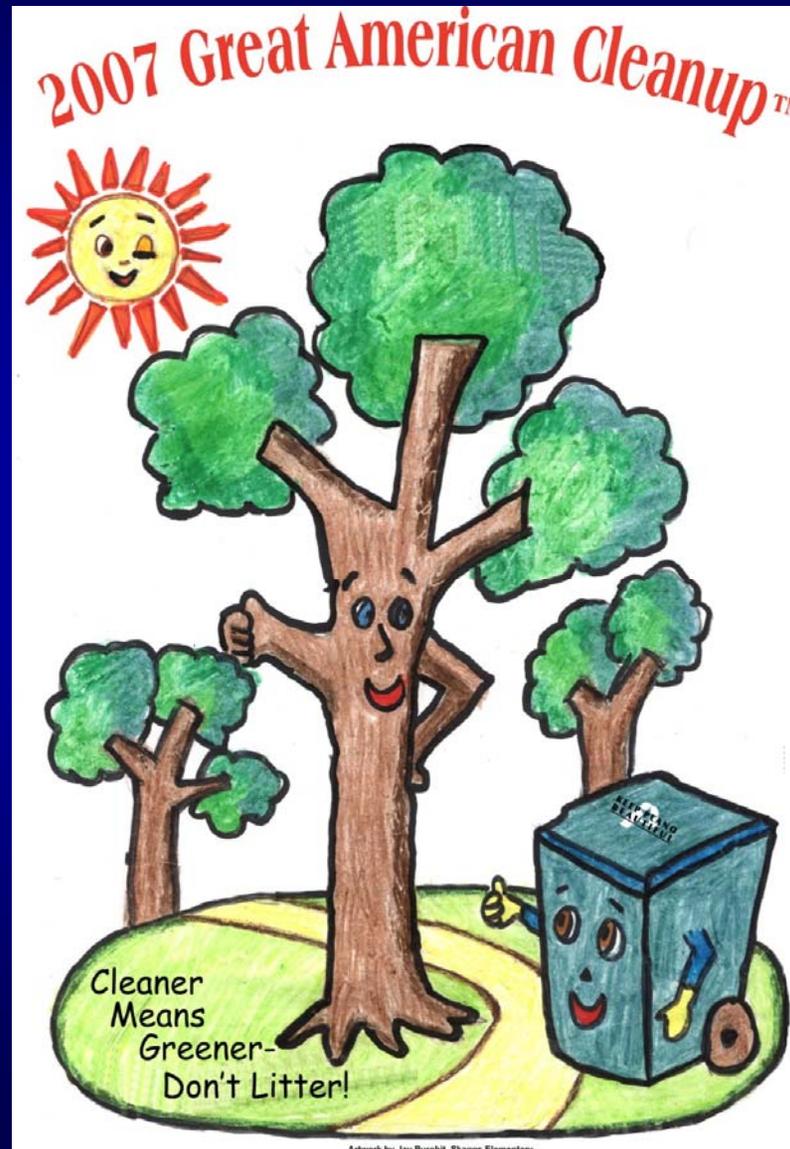


GREAT AMERICAN CLEANUP

- 22nd annual event, held each year in April
- 1,847 volunteers donated over 4,615 hours to clean our city
- 4.36 tons of litter were collected



2007 GAC T-Shirt Design



Adopt-A-Highway Program

- 61 participating businesses
- 83 roadways cleaned quarterly
- 133 cleanups resulted in 803 bags of litter being removed from Plano streets
- 456 volunteers donated 1,368 hours



HOA Beautification Grant Program



2007 HOA Grant Awardees

•Estates of Forest Creek	\$1,000.00
•Estates of Prestonridge	\$1,000.00
•Hunters Glen North	\$ 500.00
•Wentworth Estates	\$1,000.00
• TOTAL	\$3,500.00

HOA Neighborhood Dumpster Program



Cigarette Litter Education Program



Other Beautification Accomplishments

- Litter Index – Winter 2007 – 1.23
- 115 presentations, festivals, and parade involvement reached 28,245 students and citizens
- 3 Habitat for Humanity homes received free mulch and compost
- 17 yards were cleaned and miscellaneous yard chores performed during the Yard Spruce-Up Day in 2007 – 47 yards to date (from 2005)

GOAL III

Create Business Resource Support



Other Contributors

- Cadbury Schweppes Americas Beverage
- Texas Pure Products

Volunteer Corps



Partner with local businesses and community organization to build a volunteer base

www.keepplanobeautiful.org

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
February 11, 2008**

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans called the meeting to order at 6:07 p.m., Monday, February 11, 2008, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Evans then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, discuss Real Estate, Section 551.072 and to discuss Economic Development, Section 551.087, 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 6:57 p.m. in the Council Chambers where the following matters were discussed. Council Member Johnson was not present during the Preliminary Open Meeting.

Consideration and Action Resulting From Executive Session

No items were brought forward for consideration.

Personnel Appointments

Community Relations Commission

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Deputy Mayor Pro Tem Callison, the Council voted 7-0 to appoint Mary Jane Ketcham to an interim position.

Library Advisory Board

Upon a motion made by Council Member LaRosiliere and seconded by Mayor Pro Tem Magnuson, the Council voted 7-0 to appoint Pearl Garza Fracchia to an interim position.

Senior Citizens Advisory Board

Upon a motion made by Council Member Dunlap and seconded Council Member LaRosiliere, the Council voted 7-0 to appoint Dee Taylor as Chair of the board. The Council deferred consideration of the appointment of a member.

Council Items for Discussion/Action on Future Agendas

Mayor Pro Tem Magnuson requested an update on the Research/Technology District.

Consent and Regular Agendas

No items were discussed.

Council Reports

No reports were presented.

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 6:59 p.m.

Pat Evans, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
February 11, 2008

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans convened the Council into the Regular Session on Monday, February 11, 2008, 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 Reverend Clint Kerley of Christ Church Plano.

The Pledge of Allegiance was led by Cub Scout Pack 265 of Huffman Elementary.

PROCLAMATIONS & SPECIAL RECOGNITION

Mayor Evans recognized visiting delegates from Sister City San Pedro Garza Garcia and the Plano Senior Citizens Center for the accreditation by the National Institute of Senior Centers. She presented a proclamation for Dental Health and Children's Dental Health Month.

CERTIFICATES OF APPRECIATION

Ms. Ketcham was not present to receive her certificate of appreciation.

BOARD AND COMMISSION REPORT

Animal Shelter Advisory Committee Board Member Pylar Pinkston spoke to the role of the state mandated group to assist the City in communicating community awareness regarding services, programs, state regulations, and coordinating reviewing/making recommendations. Ms. Pinkston spoke to meetings, encouraging citizen input, and specific topics that include City ordinances, stray animal holding periods, animal service officer training, and the Feral Cat Management Program. She spoke to the Trap Neuter Release (TNR) Pilot Program developed to address complaints regarding the number of feral cats and joint efforts with a non-profit agency to implement the program at no cost to the City. She spoke to the upcoming recommendations to update animal regulations to incorporate recent changes in state law, continuing to evaluate and expand the TRN program, to expediting construction of the animal shelter expansion, and requested addressing the high turnover rate in Animal Services. Director of Health Collins responded to Council Member Stahel regarding the TNR and the City's high adoption rate. Ms. Pinkston spoke to the lack of TNR programs in other cities and Plano setting a precedent.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Mayor Evans and Council Member Johnson spoke to the recognition of grants for the Plano Public Library System.

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

Approval of Minutes [Consent Agenda Item (A)]

January 28, 2008

Approval of Expenditures

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

Bid No. 2008-30-B for the 2006-2007 Park and Trail Improvements, Project No. 5760, to Green Scaping in the amount of \$247,514. The project includes planting 245 trees and renovating irrigation systems at Arrowhead, Caddo, Hackberry and Westwood Parks. [Consent Agenda Item (B)] (Exhibit "A")

Bid No. 2008-47-B for Bluebonnet Trail Extension – Midway Road to Ohio Drive, Project No. 5535, to Irricon in the amount of \$1,669,269. The project is for the construction of hike and bike trail along Spring Creek Parkway from Midway Road to east of Windcrest Drive and from Preston Road to Ohio Drive. [Consent Agenda Item (C)] (Exhibit "B")

Bid No. 2008-57-B for the Coyote Creek and Parkwood Green Parks Construction Project to C. Green Scaping, LP in the amount of \$255,103. The project includes a 900 linear foot pedestrian trail along Woodway Lane in Coyote Creek Park and widening of Notre Dame Drive adjacent to Parkwood Green Park for 25 parking spaces with some sidewalk, landscaping, and irrigation included. [Consent Agenda Item (D)] (Exhibit "C")

RFP No. 2008-49-B for Compensation Study to Hay Group, Inc. in the amount of \$95,000. [Consent Agenda Item (E)] (Exhibit "D")

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

To authorize the purchase Terminal Box and Controls Upgrade at the Plano Municipal Center in the amount of \$86,619 from Johnson Controls, Inc., through Texas Multiple Award Schedule (TXMAS) contract, and authorizing the City Manager to execute all necessary documents. (TXMAS-6-840160) [Consent Agenda Item (F)]

To approve the purchase of three New Holland Tractors with attachments in the amount of \$78,888 from Landmark Corporation through an existing contract/agreement with HGAC Cooperative Purchase Program and authorizing the City Manager to execute all necessary documents. (GR-01-08) [Consent Agenda Item (G)]

Approval of Change Order

To McMahon Contracting, L.P., increasing the contract by \$200,091 for the 2006-2007 Residential Concrete Pavement Rehabilitation Project, Zones F3, F4, I6, & N2, Project No. 5833, Change Order No. 1, Bid No. 2007-186-B. [Consent Agenda Item (H)]

Adoption of Resolutions

Resolution No. 2008-2-1(R): To authorize the City Manager to enter into a Joint Election Agreement with the Plano Independent School District, Frisco Independent School District and Collin County Community College District for the purpose of conducting a Joint Election on May 10, 2008; and providing an effective date. [Consent Agenda Item (I)]

Resolution No. 2008-2-2(R): To approve receipt of a gift in the amount of \$20,000 from Plano Public Library Foundation for purchase of materials for Plano Public Library System for the Genealogy, Local History, Texana, and Archives Collection; and authorizing the City Manager to execute all necessary documents to receive the gift; and providing an effective date. [Consent Agenda Item (J)]

Resolution No. 2008-2-3(R): To approve receipt of a gift in the amount of \$50,000 from Collin County Genealogical Society, Inc. for purchase of materials for Plano Public Library System for the Genealogy, Local History, Texana, and Archives Collection; and authorizing the City Manager to execute all necessary documents to receive the gift; and providing an effective date. [Consent Agenda Item (K)]

Resolution No. 2008-2-4(R): To authorize receipt of a gift in the amount of \$50,000 from Collin County Genealogical Society, Inc. for naming the meeting room in the Genealogy, Local History, Texana, and Archives area located at Haggard Library, a facility of the Plano Public Library System, for Jeanette Bickley Bland (1929-2004); and providing an effective date. [Consent Agenda Item (L)]

Resolution No. 2008-2-5(R): To approve the terms and conditions of the Landscape Maintenance Agreement between the City of Plano, Texas, and the State of Texas; authorizing the City Manager to execute such Agreement; and providing an effective date. [Consent Agenda Item (M)]

Resolution No. 2008-2-6(R): To approve the terms and conditions of the Landscape Maintenance Agreement between the City of Plano, Texas, and the City of Frisco; authorizing the City Manager to execute such Agreement; and providing an effective date. [Consent Agenda Item (N)]

Resolution No. 2008-2-7(R): To amend Resolution No. 2002-9-25(R) establishing the Multi-Cultural Outreach Roundtable to expand the Mayor's ability to appoint Co-Chairs and to clarify the role of the Co-Chairs; and providing an effective date. [Consent Agenda Item (O)]

Resolution No. 2008-2-8(R): To appoint Bryan K. Gallerson and Jack M. Pepper to serve for two year terms as investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date. [Consent Agenda Item (P)]

Resolution No. 2008-2-9(R): To approve a process for evaluation of Municipal Setting Designation Applications submitted to the City of Plano; and providing an effective date. [Consent Agenda Item (Q)]

Adoption of Ordinances

Ordinance No. 2008-2-10: To order an Election to be held on May 10, 2008 for the purpose of electing four (4) members of Council, Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5, and Place No. 7, to the City Council to hold office for a period of three years; designating locations of polling places; ordering notices of election to be given as prescribed by law in connection with such election; and providing an effective date. [Consent Agenda Item (R)]

END OF CONSENT AGENDA

Approval of a Professional Services Contract with Gibbs Planning Group to provide retail consulting services for Downtown Plano, Parker Road Station and other areas in the DART Rail/K Avenue corridor, in an amount not to exceed \$40,000, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract. [Regular Agenda Item (1)]

Director of Planning Jarrell spoke to the request for a gap analysis at last year's Strategic Planning meeting in efforts to assist with the continuing evolution of Downtown Plano. Ms Jarrell spoke to the two components of the proposed contract to include the analysis to identify additional retail which downtown Plano may support and additionally meet with downtown merchants, property owners, City Council, and hold a public meeting regarding the latest trends in urban retail.

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Ellerbe, the Council voted 8-0 to approve a Professional Services Contract with Gibbs Planning Group to provide retail consulting services for Downtown Plano, Parker Road Station and other areas in the DART Rail/K Avenue corridor, in an amount not to exceed \$40,000, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.

Public Hearing and adoption of Ordinance No. 2008-2-11 – To amend Section 21-205 of Article VI. Impact Fees, of Chapter 21. Utilities, of the City of Plano Code of Ordinances to limit the application of the ordinance to the issuance of all Building Permits for Capital Improvements on Preliminary Plats approved by the City of Plano on or before February 18, 2008 and cease collection of all fees on and after February 18, 2009; providing a severability clause, a repealing clause; and establishing an effective date. [Regular Agenda Item (2)]

Senior Planner Sims provided a brief presentation covering the definition of Impact Fees (a charge to a developer/builder for extending or expanding infrastructure to serve new development), history of Plano's Impact Fee Program, current status of the program, receipt of public input, and issues and benefits relating to a phase out of the program. Mr. Sims spoke to collection rates and the current balance. He spoke to the issues for program discontinuation including basic infrastructure in place, re-focus on infill/redevelopment, non-DART cities having greater resources and to a slowing of the City's growth. Mr. Sims spoke to public input and direction of discussion with the Developers' Council, Homeowners' Council, City Council, and Planning and Zoning Commission (Impact Fee Advisory Committee). Mr. Sims spoke to the phase-out process and continuance of fee collections for building permits with preliminary plats approved by the City on or before February 18, 2008 and ceasing collection of impact fees on February 18, 2009.

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

Ordinance No. 2008-2-11 (Con't)

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Stahel, the Council voted 8-0 to amend Section 21-205 of Article VI. Impact Fees, of Chapter 21. Utilities, of the City of Plano Code of Ordinances to limit the application of the ordinance to the issuance of all Building Permits for Capital Improvements on Preliminary Plats approved by the City of Plano on or before February 18, 2008 and cease collection of all fees on and after February 18, 2009; providing a severability clause, a repealing clause; and establishing an effective date; and further to adopt Ordinance No. 2008-2-11.

Public Hearing and adoption of Ordinance No. 2008-2-12 – To amend the “Economic Development Element” of the Comprehensive Plan originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas; and providing an effective date. Applicant: City of Plano [Regular Agenda Item (3)]

Senior Planner Sims spoke to the update of “Economic Development Element” of the Comprehensive Plan to reflect current trends and issues since the last update in 2001, matching the present format of the Comprehensive Plan, and serving as a general guide for economic development. Mr. Sims spoke to the update process, revisions, and advised that the request was recommended for approval as submitted by the Planning and Zoning Commission. City Manager Muehlenbeck spoke to the need to consider sustaining land for commercial development or corporate relocations.

Mayor Evans stated concern that recommended size restrictions on mixed-use developments may discourage future requests. Ms. Jarrell advised that the document represents recommendations and considerations of the Urban Center Study Report. She spoke to requests being considered on an individuation basis. Council Member Stahel and Director of Planning Jarrell spoke to linking services with housing.

Long Range Planning Manager Zimmerman spoke to the Urban Center Mixed Use Policy statement providing much greater detail for addressing concerns than the Economic Development Element. The Council discussed acreage at Park Boulevard and Preston Road. Mr. Zimmerman spoke to the importance of retail, office development and the ability to add multi-family development to projects.

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

Ordinance No. 2008-2-12 (Con't)

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Ellerbe, the Council voted 8-0 to amend the "Economic Development Element" of the Comprehensive Plan originally adopted by Resolution No. 86-11-22(R) providing procedures approving the utilization of said chapter as revised and amended by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development within the City of Plano, Texas as recommended by the Planning and Zoning Commission; and providing an effective date; and further to adopt Ordinance No. 2008-2-12.

Public Hearing and Consideration of an Ordinance as Requested in Zoning Case 2007-57 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 589 so as to allow the additional use of Day Care Center on 0.5± acre of land located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Tabled 12/10/2007 & 1/14/2008. Applicant: University of Gymnastics [Regular Agenda Item (4)]

Upon a motion made by Deputy Mayor Pro Tem Callison and seconded by Council Member Dunlap, the Council voted 8-0 to remove Zoning Case 2007-57 from the table. Planning Director Jarrell stated the applicant requested to withdraw the case from consideration.

Upon a motion made by Mayor Pro Tem Magnuson and seconded by Council Member Dunlap, the Council voted 8-0 to accept the applicant's withdrawal of Zoning Case 2007-57 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 589 so as to allow the additional use of Day Care Center on 0.5± acre of land located 100± feet west of N Avenue, 370± feet south of Plano Parkway in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1.

Public Hearing and Adoption of Ordinances Requested in Zoning Cases 2007-59, 2007-69 – 2007-73 all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano. The repeal of each will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. [Regular Agenda Item (5)]

Ordinance No. 2008-2-13 as requested in Zoning Case 2007-59 – Request to rescind Specific Use Permit #195 for Private Club on one lot on 0.1± acre located 240± feet north of Park Boulevard, 740± feet west of Ohio Drive. Zoned Retail. [Regular Agenda Item (5a)]

Ordinances Requested in Zoning Cases 2007-59, 2007-69 – 2007-73 (Con't)

Ordinance No. 2008-2-14 as requested in Zoning Case 2007-69 – Request to rescind Specific Use Permit #258 for Private Club on one lot on 0.1± acre located on the north side of Park Boulevard, 1,370± feet east of Preston Road. Zoned Retail. [Regular Agenda Item (5b)]

Ordinance No. 2008-2-15 as requested in Zoning Case 2007-70 – Request to rescind Specific Use Permit #260 for Private Club on one lot on 2.3± acres located on the north side of Plano Parkway, 200± feet east of U.S. Highway 75. Zoned Corridor Commercial. [Regular Agenda Item (5c)]

Ordinance No. 2008-2-16 as requested in Zoning Case 2007-71 – Request to rescind Specific Use Permit #264 for Private Club on one lot on 1.3± acres located on the east side of Preston Road, 550± feet north of Parker Road. Zoned Planned Development 184-Retail/Office-2. [Regular Agenda Item (5d)]

Ordinance No. 2008-2-17 as requested in Zoning Case 2007-72 – Request to rescind Specific Use Permit #274 for Private Club on one lot on 1.0± acre located 390± feet north of 15th Street, 755± feet west of U.S. Highway 75. Zoned Planned Development-474-Corridor Commercial. [Regular Agenda Item (5e)]

Ordinance No. 2008-2-18 as requested in Zoning Case 2007-73 – Request to rescind Specific Use Permit #305 for Private Club on one lot on 1.2± acres located on the west side of Preston Road, 670± feet south of Park Boulevard. Zoned Retail. [Regular Agenda Item (5f)]

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

Mayor Evans opened the Public Hearing. No one spoke either for or against the requests. 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 adopt all the ordinances listed below as recommended by the Planning and Zoning Commission and as designated by their Zoning Case Number. The repeal of each will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

Zoning Case 2007-59 – Request to rescind Specific Use Permit #195 for Private Club on one lot on 0.1± acre located 240± feet north of Park Boulevard, 740± feet west of Ohio Drive; and further to adopt Ordinance No. 2008-2-13. [Regular Agenda Item (5a)]

Ordinances Requested in Zoning Cases 2007-59, 2007-69 – 2007-73 (Con't)

Zoning Case 2007-69 – Request to rescind Specific Use Permit #258 for Private Club on one lot on 0.1± acre located on the north side of Park Boulevard, 1,370± feet east of Preston Road; and further to adopt Ordinance No. 2008-2-14.

Zoning Case 2007-70 – Request to rescind Specific Use Permit #260 for Private Club on one lot on 2.3± acres located on the north side of Plano Parkway, 200± feet east of U.S. Highway 75; and further to adopt Ordinance No. 2008-2-15.

Zoning Case 2007-71 – Request to rescind Specific Use Permit #264 for Private Club on one lot on 1.3± acres located on the east side of Preston Road, 550± feet north of Parker Road; and further to adopt Ordinance No. 2008-2-16.

Zoning Case 2007-72 – Request to rescind Specific Use Permit #274 for Private Club on one lot on 1.0± acre located 390± feet north of 15th Street, 755± feet west of U.S. Highway 75; and further to adopt Ordinance No. 2008-2-17.

Zoning Case 2007-73 – Request to rescind Specific Use Permit #305 for Private Club on one lot on 1.2± acres located on the west side of Preston Road, 670± feet south of Park Boulevard; and further to adopt Ordinance No. 2008-2-18.

There being no further discussion, Mayor Evans adjourned the meeting at 8:02 p.m.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, City Secretary

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 2/25/08		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>Dianna Wike</i>	City Manager	<i>[Signature]</i>	<i>2/18/08</i>
Agenda Coordinator (include phone #): Dianna Wike, Ext. 5512				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT				
CAPTION				
Purchase from Existing Contract/Agreement to authorize the purchase of Rooftop Air-conditioning units at Harrington Library in the amount of \$119,334.00 from Trane U.S., Inc. through The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager or his designee to execute all necessary documents. (TCPN Contract No. R4669)				
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	350	198,650	0	199,000
Encumbered/Expended Amount	-350	0	0	-350
This Item	0	-119,334	0	-119,334
BALANCE	0	79,316	0	79,316
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2007-08 Capital Reserve. This item, in the amount of \$119,334, will leave a current year balance of \$79,316 for the Harrington Library project.				
STRATEGIC PLAN GOAL: Rooftop air-conditioning replacement relates to the City's Goals of "Premier City in Which to Live" and "Service Excellence".				
SUMMARY OF ITEM				
Staff recommends purchase of Rooftop Air-conditioning units at Harrington Library, and the installation thereof, from Trane U.S., Inc. in the amount of \$119,334.00 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TCPN # R4669)				
List of Supporting Documents: Memorandum		Other Departments, Boards, Commissions or Agencies		

MEMORANDUM

TO: Dianna Wike, Sr. Buyer
FROM: Richard Medlen
DATE: February 8, 2008
SUBJECT: Harrington Library Rooftop Equipment Replacement

I am recommending the approval of the proposal from Trane utilizing their TCPN Contract Number 02-10097-08-010 for the Rooftop Air-conditioning units at Harrington Library. This will replace the existing rooftop air-conditioning units with more energy efficient units that utilize environmental refrigerant R410A, and energy saving CO2 sensors.

This project was budgeted in Capital Reserve account # 54440, and sufficient funds are available for the project. The Financial Summary Work Sheet will be provided by Melody Morgan.

Please contact me if you have any questions.

/rmt

cc: Alan Upchurch, City Engineer
Elizabeth Dorrance, Budget Analyst II
Melody Morgan, CIP Budget Coordinator
Bruce Shaulis, Facilities Maint. Operation Supervisor
Anne Womack, Library Manager

b-2



**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: 2/25/08		Reviewed by Legal ^{WJ}	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan			Executive Director	
Dept Signature:	<i>Dianna Wike</i>			City Manager	<i>[Signature]</i>
Agenda Coordinator (include phone #): Dianna Wike, Ext. 5512					

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

CAPTION

Purchase from Existing Contract/Agreement to authorize the purchase of (3) Rooftop Air-conditioning units at Liberty Park Recreation Center in the amount of \$63,873.00 from Trane U.S., Inc. through The Cooperative Purchasing Network (TCPN) contract, and authorizing the City Manager or his designee to execute all necessary documents. (TCPN Contract No. R4669)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	4,730	146,270	0	151,000
Encumbered/Expended Amount	-4,730	-287	0	-5,017
This Item	0	-63,873	0	-63,873
BALANCE	0	82,110	0	82,110

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2007-08 Capital Reserve. This item, in the amount of \$63,873, will leave a current year balance of \$82,110 for the Liberty Park Recreation Center project.

STRATEGIC PLAN GOAL: Rooftop air-conditioning replacement relates to the City's Goals of "Premier City in Which to Live" and "Service Excellence".

SUMMARY OF ITEM

Staff recommends purchase of (3) Rooftop Air-conditioning units at Liberty Park Recreation Center, and the installation thereof, from Trane U.S., Inc. in the amount of \$63,873.00 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TCPN # R4669)

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

TO: Dianna Wike, Sr. Buyer

FROM: Richard Medlen,
Facilities Maintenance Superintendent

DATE: February 13, 2008

SUBJECT: Liberty Park Recreation Center Rooftop Equipment Replacement

I am recommending the approval of the proposal from Trane utilizing their TCPN Contract Number 02-10097-08-005 for the replacement of three (3) Rooftop Air-conditioning units at Liberty Park Recreation Center for \$63,873. This will replace the existing rooftop air-conditioning units with more energy efficient units that utilize environmental refrigerant R410A.

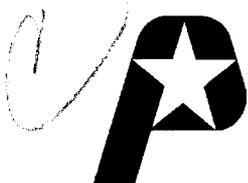
This project was budgeted in Capital Reserve account # 54479, and sufficient funds are available for the project. The Financial Summary Work Sheet will be provided by Melody Morgan.

Please contact me if you have any questions.

/rmt

cc: Alan Upchurch, City Engineer
Elizabeth Dorrance, Budget Analyst II
Melody Morgan, CIP Budget Coordinator
Bruce Shaulis, Facilities Maint. Operation Supervisor

C-2



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: 2/25/08		Reviewed by Legal <i>WS</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>	<i>2/15/08</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>2/18/08</i>
Agenda Coordinator (include phone #): Irene Pegues (7198)		(Project No. 5849)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Approval of an engineering services contract by and between the City and Freese and Nichols, Inc., in the amount of \$96,907, for the Pond Study – Flood Control Structures and authorizing the City Manager or his designee to execute all necessary 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
Budget		0	50,000	100,000
Encumbered/Expended Amount		0	0	0
This Item		0	-96,907	0
BALANCE		0	-46,907	100,000
TOTALS				
				150,000
				-96,907
				53,093
FUND(S): MUNICIPAL DRAINAGE FUND				
COMMENTS: Funds are included in the 2007-08 Municipal Drainage CIP. This item, in the amount of \$96,907, will exceed the current year balance by \$46,907 for the Flood Control Structure Evaluation project. The overage will be funded through savings and reallocation from the Erosion Control project.				
STRATEGIC PLAN GOAL: Pond studies relates to the City's Goal of Livable and Sustainable Community.				
SUMMARY OF ITEM				
This agreement with Freese and Nichols, Inc., is for an engineering feasibility study for retrofitting seven City of Plano maintained ponds for additional pollutant removal, as required by our storm water permit. The contract fee is for \$96,907.00, and is detailed as follows:				
Engineering Study		\$95,989.00		
Reimbursable		918.00		
TOTAL		\$96,907.00		
Funding is available from the 2007-08 Municipal Drainage Community Investment Program. Staff feels the fee is reasonable for a study of this nature.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Engineering Services Agreement		N/A		
Location Map				

POND STUDY – FLOOD CONTROL STRUCTURES

PROJECT NO. 5849

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **POND STUDY – FLOOD CONTROL STRUCTURES** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. DBE/HUB PARTICIPATION

Engineer shall meet the 20% participation goal established by the Texas Department of Transportation ("TxDOT") for Disadvantaged Business Enterprises and Historically Underutilized Businesses ("DBE/HUB") in the performance of this Contract. If Engineer does not satisfy this goal in its performance of this Contract, Engineer shall document in writing all good faith efforts made to comply with this goal.

V. Compensation and Method of Payment

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

VI. Information to be Provided by the City

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

VII. Insurance

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

VIII. Indemnity

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

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

IX. Independent Contractor

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

X. Assignment and Subletting

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

XI. Audits and Records/Prohibited Interest

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

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

XII. Contract Termination

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

XIII. Engineer's Opinion of Probable Construction Costs

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

XIV. Ownership of Documents

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

XV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This

Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XVI. Mailing of Notices

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

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

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

Freese and Nichols, Inc.
1701 North Market Street, Suite 500 - LB 51
Dallas, TX 75202
Attn: Mike Wayts

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVII. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

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D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

FREESE AND NICHOLS, INC.
A TEXAS Corporation

DATE: _____

BY: _____
Alan Greer
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:



Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2008, by **ALAN GREER, Vice President**, of **Freese and Nichols, Inc.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2008, by **THOMAS H. MUEHLENBECK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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EXHIBIT "A"

SCOPE OF SERVICES

POND STUDY - FLOOD CONTROL STRUCTURES

PROJECT #5849

Determine the feasibility and expected probable construction costs of retrofitting seven City of Plano maintained ponds for additional pollutant removal from the City's storm water system. The seven ponds that are included in this evaluation include Shawnee Park, Stoney Hollow Park, Lake 9-Arbor Hills Nature Preserve, Biofilter 10- Arbor Hills Nature Preserve, Archgate Park, Russell Creek Park, and White Rock Trail Park. This scope of work will produce a study that utilizes and expands upon the previously completed study entitled "Existing Structure Evaluations for Storm Water Quality Retrofit" completed by the City of Plano in December 2003.

We have completed the proposal for Basic Services as described below.

SCOPE OF SERVICES

Freese and Nichols, Inc., (hereinafter called "Engineer") will render the following professional services shown by task below in connection with the development of the Project:

BASIC SERVICES

PHASE 1:

1. Meet with OWNER to kickoff project and obtain data needed for the analysis including:
 - a. Construction documents and any subsequent modifications to the ponds;
 - b. GIS information including aerial orthophotography, planimetric mapping, topography, land-use, soils, drainage boundaries, storm system infrastructure and other utility information;
 - c. Past and current water quality samples taken within proximity of each of the ponds.
2. Delineate drainage boundary for each of the seven ponds and prepare a unit hydrograph hydrological model consistent with OWNER requirements.
3. Perform field inspection of ponds to verify existing conditions and potential visible pollutants.
4. Conduct a pedestrian survey of the property to identify water bodies.

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Observations will be documented to enable FNI Scientists to evaluate whether any water bodies found would be considered jurisdictional under USACE regulations and to identify the type of water body, i.e., emergent or forested wetland, open water, stream.

5. Meet with the Parks Department and maintenance staff to determine history of pollutants at each of the ponds and evaluate existing City pond sampling and testing results.
6. Based upon field visits, staff knowledge and land use determine typical classification of pollutants conveyed to each of the ponds.
7. Using iSWM (integrated Storm Water Management) design criteria evaluate current water quality benefits provided to the watershed by each of the ponds.
8. Meet with OWNER to discuss results of existing analysis and obtain OWNER initial direction for evaluating alternative retrofits.
9. Evaluate potential additional water quality benefits from retrofit alternatives such as trash racks, baffles, addition of littoral shelves, inlet and outlet velocity controls, stabilization of pond slopes, forebays, addition of temporary water quality volume, and increasing overall pond volume.
10. Meet with OWNER to discuss results of alternative analysis and obtain OWNER direction for finalizing one alternative retrofit recommendation for each pond.
11. Prepare opinion of probable construction costs for the final retrofit alternative proposed for each pond location.
12. Prepare five copies of draft and final report that summarizes data collection, environmental considerations and potential permitting requirements, existing analysis, alternative analysis, and opinion of probable costs.

PHASE 2:

Upon completion of Phase 1, at the OWNER'S discretion, an amendment to this scope of services will be negotiated by FNI and OWNER for design of recommended pond improvements the City has funding to pursue at that time.

ADDITIONAL SERVICES:

Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Water quality sampling and testing.
- B. If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this AGREEMENT.

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- C. TCEQ Approvals or Water Impoundment Permits are not included.
- D. Construction Plans or specifications are not included unless specifically stated in contract.
- E. Additional services relating to un-permitted fill, hazardous waste, and any other environmental consideration are not included.
- F. Environmental Protection Agency or other agency approvals or submittals not specified in the above scope of services are not included.
- G. Public Meetings are not included.
- H. Field surveying required for the preparation of designs and drawings.
- I. Field layouts or the furnishing of construction line and grade surveys.
- J. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- K. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by OWNER.
- L. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of FNI.
- M. Preparing Operation and Maintenance Manuals or conducting operator training.
- N. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- O. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- P. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

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- Q. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- R. Providing Basic or Additional Services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- S. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- T. Provide Geotechnical investigations, studies and reports.

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EXHIBIT "B"

SCHEDULE OF WORK



EXHIBIT B - Schedule for Plano Water Quality Pond Retrofit Study

Task	Weeks	Running Weeks
Notice to Proceed	0	
Finish Existing Condition Analyses and Meet with Owner	16	16
Finish Alternative Analyses and Meet with Owner	12	28
Submit Draft Report	4	32
Owner Review	2	34
Submit Final Report	2	36

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EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

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CITY OF PLANO
POND WQ STUDY

ITEMIZED FEE CALCULATION



Prepared By: MLI
Date: 1/17/2008

ITEM #	TASK	QA/QC & Client Rep		PROJECT MANAGER		LEAD DESIGN ENGINEER		CADD/DWG/IS TECH		ADMIN		TOTAL	
		HRS.	COST	HRS.	COST	HRS.	COST	HRS.	COST	HRS.	COST	HOURS	COST
BASIC SERVICES													
1	Project Set up and Kick-Off Meeting	2		8		4		2		16		16	\$1,918
2	Review Project Data and Setup Files and Basemaps			2		8		24		34		34	\$2,980
3	Develop UH Models			8		128		16		152		152	\$14,848
4	Perform Field Inspection of Pond			8		16		20		24		24	\$2,576
5	Environmental Site Assessment and Coordination of Permitting Needs			4		60				88		88	\$8,788
6	Meet with Peds on History of Problems			2		12				18		18	\$2,072
7	Classify Pollutants			4		12				20		20	\$2,464
8	Calculate Current SW Removal Benefits			8		60				68		68	\$6,888
9	Model on Existing			2		12				19		19	\$2,135
10	Evaluate Alternatives			20		112		40		172		172	\$16,736
11	Meet on Alternatives			2		12				19		19	\$2,135
12	Finalize Alternative			4		10		22		92		92	\$9,314
13	Prepare Order of Probable Construction Cost			8		60				73		73	\$7,735
14	Prepare and Deliver Reports			4		56		30		4		106	\$10,466
15	Revise Deliverables from Client Comments			2		4		12		2		50	\$4,934
	SUBTOTAL CONCEPTUAL ENGINEERING			30		108		638		164		11	\$95,989
1													
2													
	SUBTOTAL for PRELIMINARY ENGINEERING												
	TOTAL SHEETS												
1													
2													
	SUBTOTAL for PRE-FINAL ENGINEERING												
	TOTAL SHEETS												
1													
2													
	SUBTOTAL for FINAL ENGINEERING												
	TOTAL SHEETS												
1													
2													
	SUBTOTAL for BID PHASE												

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1									
2									
SUBTOTAL FOR CONSTRUCTION PHASE									
SUBTOTAL FOR PROJECT LABOR									
1									
1	Printing & Reproduction	# of Sheets	# of Copies	Unit Price	Total				
	Concept Plans			\$4.40					
	Preliminary Plans			\$4.40					
	Final Plans			\$4.40					
	Bid Plans			\$4.40					
	Construction Phase Drawings			\$4.40					
	Record Drawings			\$16.50					
	Mylars			\$77					
	Report				\$462				\$462
2	Mileage	# of Meetings	Miles / Meeting	Unit Price	Total	Sub-Total			\$81
		4	40	\$0.505	\$81				\$81
3	Carrier and Postage	# of Deliveries		Unit Price	Total	Sub-Total			\$75
		3		\$25	\$75				\$75
4	Photos and Misc GPS RENTAL				Total	Sub-Total			\$300
					\$300				\$300
SUBTOTAL for PROJECT EXPENSES									
SUBTOTAL for SUBS									
SUBTOTAL FOR PROJECT EXPENSES									
PROJECT TOTAL									
									\$918
									\$96,907

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EXHIBIT "D"

ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.

1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.

- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the

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

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

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

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

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

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

2.2 Professional Errors and Omissions

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

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

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of **FREESE AND NICHOLS, INC.**, (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.

FREESE AND NICHOLS, INC.
Name of Consultant

By: _____
Signature

Alan Greer
Print Name

Vice President
Title

Date

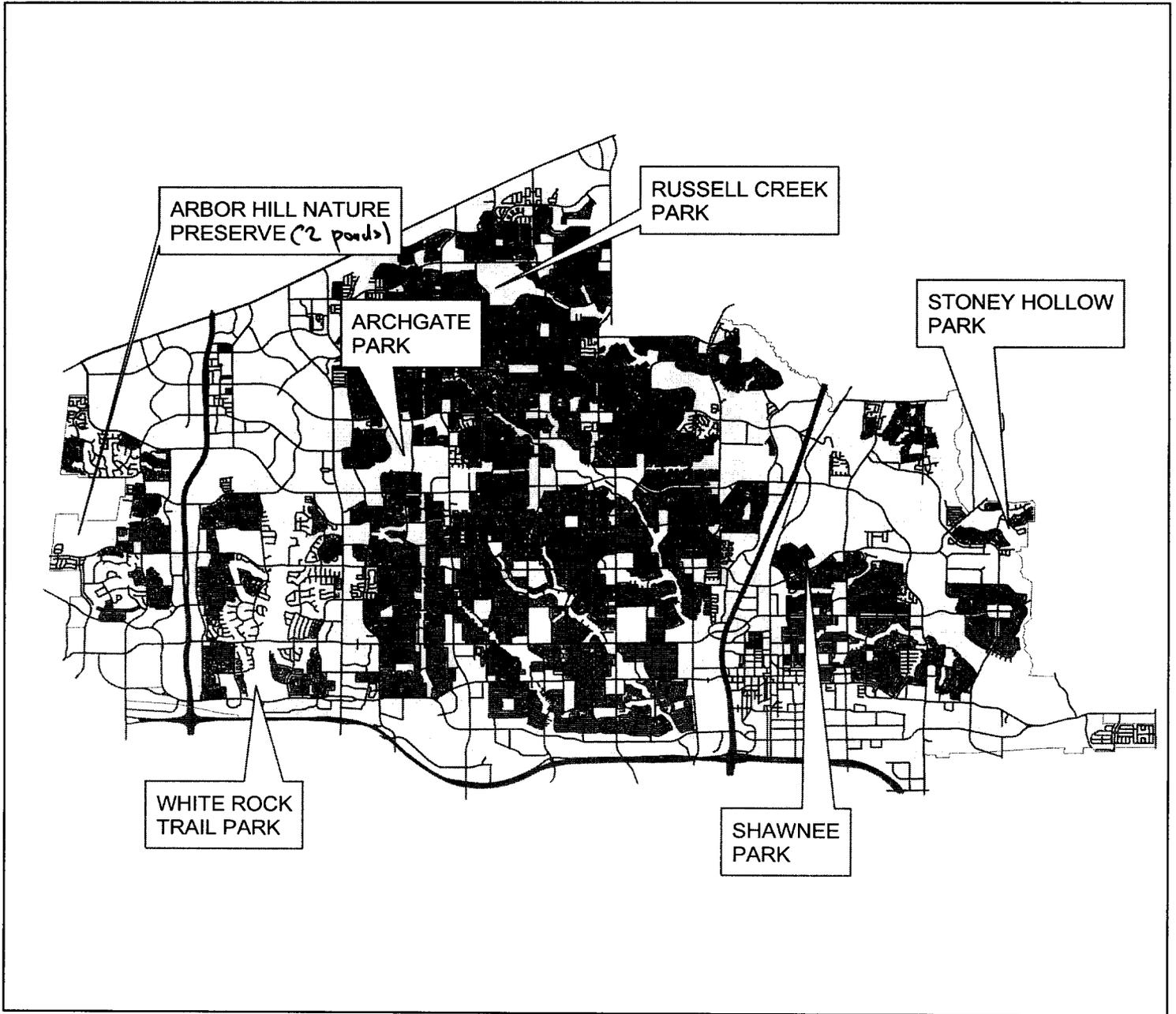
STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2008.

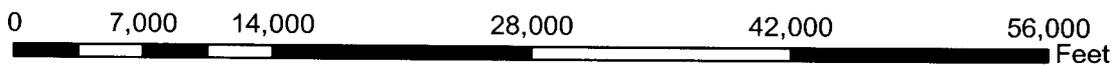
Notary Public, State of Texas

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POND STUDY FLOOD CONTROL STRUCTURES PROJECT #5849



CITY OF PLANO
ENGINEERING DEPARTMENT



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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:	2/25/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Public Works Administration / Michael Rapplean	Initials	Date	
Department Head	Jimmy Foster	Executive Director	<i>[Signature]</i>	2-19-08
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	2/18/08
Agenda Coordinator (include phone #): Margie Stephens (X4104)				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input checked="" type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
<i>To Hencie International, Inc., increasing the contract by \$150,661.05 for the 2006-2007 Arterial Concrete Pavement Rehabilitation Project, 15th Street-Coit to Central Expressway, Project No. 5802, Change Order No. 1, Bid No. 2007-121- B.</i>				
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		2,982,520	3,517,480	2,300,000
Encumbered/Expended Amount		-2,982,520	-1,449,487	0
This Item		0	-150,661	0
BALANCE		0	1,917,332	2,300,000
FUND(s): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2007-08 Capital Reserve. This item, in the amount of \$150,661, will leave a current year balance of \$1,917,332 for the Arterial Concrete Repair project. STRATEGIC PLAN GOAL: Arterial concrete repair relates to the City's Goals of Safe, Efficient Travel and Premier City in which to Live.				
SUMMARY OF ITEM				
This change order is for additional concrete street pavement repairs on 15th Street. As the Project progressed, repair areas became larger and new areas of deteriorated pavement were found in the project area. This change order will enable the contractor to complete pavement repairs on 15th Street. Staff recommends approval of Change Order No. 1. The total Contract will be \$778,786.05, which is a 23.99% increase of the original contract amount of \$628,125.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Change Order No. 1				

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D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 38 working day(s) to this project:

Original Contract Time	<u>160 working days</u>
Amount (Including Previous Change Orders)	<u>160 working days</u>
Amount, Change Order No. 1	<u>38 working days</u>
Revised Contract Time	<u>198 working days</u>
Total Percent Increase Including Previous Change Orders	<u>23.75%</u>

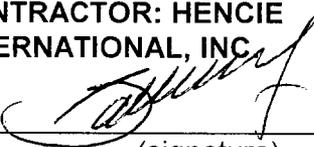
E. AGREEMENT

By the signatures below, duly authorized agents of the City of Plano, Texas and Hencie International, Inc., do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated May 14, 2007.

OWNER: CITY OF PLANO

CONTRACTOR: HENCIE INTERNATIONAL, INC

By: _____
(signature)

By:  _____
(signature)

Print Name: _____

Print Name: Sabeeh Fatehdin.

Print Title: _____

Print Title: V.P.

Date: _____

Date: 2-11-08.

APPROVED AS TO FORM:

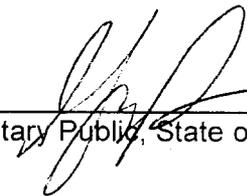
By: _____
Diane C. Wetherbee, City Attorney

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ACKNOWLEDGMENTS

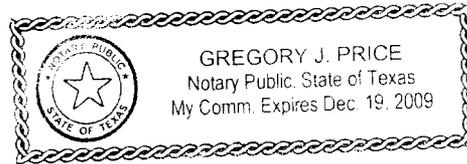
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of February, 2008, by **SABEEL FATEHDIN, VICE PRESIDENT** of **HENCIE INTERNATIONAL, INC.** a Texas Corporation, on behalf of said Corporation.



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §



This instrument was acknowledged before me on the _____ day of _____, 2008, by **THOMAS H MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

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**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:	2/25/2008		Reviewed by Legal <i>pu</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Finance		Initials	Date	
Department Head	John McGrane		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 2/18/08	
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 INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ADAMS GOLF, INC.; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	9,043,750	0	9,043,750
Amount Approved by Council	0	-911,000	-856,250	-1,767,250
This Item	0	-533,680	0	-533,680
BALANCE	0	7,599,070	0	6,742,820

FUND(S):

COMMENTS: The company agrees to occupying 118,118 square feet of office space located at 2801 East Plano Parkway, Plano, Texas 75074 and 2800 Technology Drive, Plano Texas 75074, for the transfer of 144 full time jobs .

SUMMARY OF ITEM

A request by Adams Golf, Inc., a Delaware Corporation, for an economic development incentive for the transfer of 144 full time jobs.

List of Supporting Documents:
Economic Development Incentive Agreement

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND ADAMS GOLF, INC.; 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 Economic Development Incentive Agreement By and Between the City of Plano, Texas and Adams Golf, Inc., a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this 25th day of February, 2008.

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 Adams, Golf, Inc., a Delaware Corporation (the "Company"), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the design, assembly, marketing and distribution of premium quality, technologically innovative golf clubs and accessories; 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, the Company has agreed to initially occupy 118,118 square feet of floor space located at two locations: 2801 East Plano Parkway, Plano, Texas 75074 and 2800 Technology Drive, Plano, Texas 75074 (the "Premises") for a term of not less than 5 years; and

WHEREAS, the Company has agreed to continue to occupy at least 118,118 square feet of space either at the Premises or at alternative location(s) in the City of Plano so long as the total occupied square footage of space equals or exceeds 118,118 square feet (collectively, the "Property"); and to retain, transfer or create 144 full time jobs on the Property by September 1, 2008 and maintain those positions for the full term of this Agreement; and

WHEREAS, the retention, creation or transfer of 144 full time jobs at occupancy 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 Premises or September 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 on the Premises or alternative locations in the City of Plano 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, 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) Occupy 118,118 square feet of floor space on the Premises on or before September 1, 2008; and

(b) Retain, create or transfer 144 Job Equivalents to the Premises on or before September 1, 2008 and maintain those Job Equivalents on the Premises or at an alternative location in the City of Plano for the full term of this Agreement.

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(c) Use reasonable efforts to place all Company managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.

**Article IV
Economic Development Grant**

4.01 **Grant.** The City agrees to provide the Company a one-time cash grant of Five Hundred Fifty Three Thousand Six Hundred Eighty Dollars (\$553,680.00) to defray moving and relocation expenses from Company's current offices to the Premises and the retention, transfer or creation of 144 full time positions on the Premises-by September 1, 2008 and their maintenance for the term of this Agreement as provided in Section 4.03 below.

4.02 **Grant Payments.** Except as otherwise indicated, payment under this Agreement shall be paid 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 set forth in Article III above.

4.03 **Refunds.**

(a) In the event the Company allows Job Equivalents on the Property to fall below 144 Job Equivalents 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 Thousand Eight Hundred Forty Five Dollars (\$3,845.00) for each job equivalent that falls below 144. 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, 2009 and by January 31 of each year thereafter during the term of this Agreement the actual number of Job Equivalents on 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 written notice thereof (provided that such 30 day period shall be extended if the default is 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:

Adams Golf, Inc.
Attention: Eric Logan, Chief Financial Officer
2801 E. Plano Parkway
Plano, TX 75074

With a copy to:
T. Andrew Dow
WINSTEAD PC
1201 Elm Street, Suite 5400
Dallas, TX 75270

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 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,

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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.

EXECUTED on this 25th day of February, 2008.

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

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ATTEST:

ADAMS GOLF, INC., a Delaware
Corporation

By:

Eric Logan
Chief Financial Officer

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EXHIBIT "A"

CERTIFICATE OF COMPLIANCE

I hereby certify that ADAMS GOLF, INC., has occupied at least 118,118 square feet of floor on the Premises and has hired/transferred/retained 144 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:

ADAMS GOLF, INC., a Delaware Corporation

By:

Eric Logan
Chief Financial Officer

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"

CERTIFICATE OF COMPLIANCE

I hereby certify that Adams Golf, Inc., is in compliance with each applicable term as set forth in the Agreement to Resolution No. _____ (R) as of _____. Job Equivalents on the Property has not fallen below _____ for any 180 consecutive day period since the commencement of this Agreement. 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 4.03 of the Agreement. This form is due on January 31 of each year this Agreement is in force.

ATTEST:

ADAMS GOLF, INC., a Delaware Corporation

By:

Eric Logan
Chief Financial Officer

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 checked="" type="checkbox"/> Yes	<input 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: 2/25/08		Reviewed by Legal <i>JH</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>JM</i>	<i>2/18/08</i>	
Agenda Coordinator (include phone #): January Cook X7376					

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, ESTABLISHING A SECTION 115 TRUST TO COMPLY WITH THE REQUIREMENTS OF GOVERNMENTAL ACCOUNTING STANDARD BOARD STATEMENT NO. 45; APPOINTING WELLS FARGO BANK, N.A. AS INSTITUTIONAL TRUSTEE AND THE FROST NATIONAL BANK, N.A. AS INVESTMENT MANAGER FOR THE TRUST; APPROVING THE SECTION 115 TRUST AGREEMENT AND INVESTMENT MANAGEMENT AGREEMENT; AUTHORIZING THE CITY MANAGER AND CITY RISK POOL TRUSTEES TO TAKE ANY ACTION AS NECESSARY TO EFFECTUATE THE OPERATION OF THE TRUST AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S): HEALTH CLAIMS FUND

COMMENTS: This Resolution establishes a three (3) year contract with two (2) one (1) year renewal periods with Wells Fargo Bank, N.A. and The Frost National Bank, N.A. to comply with the requirements of GASB 45. The financial impact of this item is unknown at this time.

STRATEGIC PLAN GOAL: A Section 115 Trust relates to the City's goal of "Service Excellence."

SUMMARY OF ITEM

This will establish a Section 115 Trust to comply with GASB 45 requirements, appoint Wells Fargo Bank, N.A. as Institutional Trustee and The Frost National Bank, N.A. as Investment Manager to provide services pursuant to the terms and conditions of their respective agreements, approve the terms and conditions of the two agreements and authorize the City Manager and Risk Pool Trustees to take action as necessary to perform duties and responsibilities under the Trust.

List of Supporting Documents: Resolution	Other Departments, Boards, Commissions or Agencies
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**CITY OF PLANO
COUNCIL AGENDA ITEM**

Attachment 1 Attachment 2 Memo Trustee Memo Investment Manager Recap Trustee Recap Investment Manager	

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ESTABLISHING A SECTION 115 TRUST TO COMPLY WITH THE REQUIREMENTS OF GOVERNMENTAL ACCOUNTING STANDARD BOARD STATEMENT NO. 45; APPOINTING WELLS FARGO BANK, N.A. AS INSTITUTIONAL TRUSTEE AND THE FROST NATIONAL BANK, N.A. AS INVESTMENT MANAGER FOR THE TRUST; APPROVING THE SECTION 115 TRUST AGREEMENT AND INVESTMENT MANAGEMENT AGREEMENT; AUTHORIZING THE CITY MANAGER AND CITY RISK POOL TRUSTEES TO TAKE ANY ACTION AS NECESSARY TO EFFECTUATE THE OPERATION OF THE TRUST AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano (hereinafter "Employer") has established a risk pool (hereafter "Risk Pool") for the purpose of funding and providing certain benefits to its eligible employees and retirees; and

WHEREAS, Employer has appointed the risk pool trustees (hereinafter "Risk Pool Trustees") to administer the Risk Pool; and

WHEREAS, the Governmental Accounting Standard Board ("GASB") Statement No. 45 requires certain financial reporting by governmental employers who provide post-employment benefits to their retirees; and

WHEREAS, Employer offers post-employment healthcare benefits to its eligible retirees, and therefore, Employer and Risk Pool Trustees wish to establish the Section 115 Trust ("hereinafter "Trust") under the Risk Pool to fund related liabilities in accordance with GASB Statement No. 45; and

WHEREAS, Employer and Risk Pool Trustees have determined that Wells Fargo, N.A. is most qualified to serve as Institutional Trustee for the Trust and should be appointed; and

WHEREAS, Employer and Risk Pool Trustees have determined that The Frost National Bank, N.A. is most qualified to serve as Investment Manager for the Trust and should be appointed; and

WHEREAS, the Trust requires Employer, as Plan Administrator, and the Risk Pool Trustees to perform certain duties and responsibilities with respect to the Trust on behalf of Employer and the Risk Pool.

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

Section I. Employer hereby establishes the Section 115 Trust effective March 1, 2008, which will be operated in accordance with the City of Plano Section 115 Trust document, marked as Attachment "1" attached hereto and incorporated herein by reference.

Section II. The City Council hereby appoints Wells Fargo, N.A. as Institutional Trustee for the Section 115 Trust to provide trustee services pursuant to the terms and conditions described in said Trust document.

Section III. The City Council hereby appoints The Frost National Bank, N.A. as Investment Manager for the Section 115 Trust to provide investment management services pursuant to the terms and conditions described in the Trust document referenced above and the Investment Management Agreement, marked as Attachment "2" attached hereto and incorporated herein by reference.

Section IV. The City Council hereby approves the terms and conditions of the Section 115 Trust Agreement referenced as Attachment "1" above and Investment Management Agreement referenced as Attachment "2" above.

Section IV. The City Manager and Risk Pool Trustees are hereby authorized to take any action as necessary to effectuate the operation of the Trust.

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

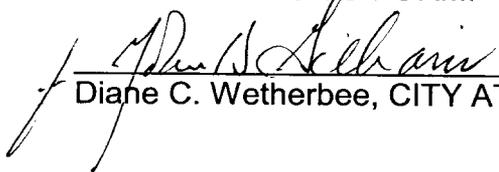
DULY PASSED AND APPROVED this the ____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

DIANE ZUCCO, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

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**CITY OF PLANO
SECTION 115 TRUST**

Effective as of March 1, 2008

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THIS TRUST AGREEMENT is made and entered into at as of the Effective Date by and among the City, the Risk Pool, the City in its capacity as Plan Administrator, and the Section 115 Trustee.

RECITALS

WHEREAS, the City has established the Plan and, pursuant to Chapter 172, has established the Risk Pool for the purpose of funding certain benefits under the Plan;

WHEREAS, the Plan Administrator is responsible for administering the Plan;

WHEREAS, pursuant to the terms of the Plan and Chapter 172, the City and the Risk Pool Trustees are authorized to enter into this Trust Agreement for purposes of funding certain Plan benefits under the Risk Pool, including health benefits for eligible retirees and their dependents;

WHEREAS, the City and the Risk Pool intend that the Trust created by this Trust Agreement shall be part of the Risk Pool, that the Trust shall be classified as an ordinary trust pursuant to Treasury regulation section 301.7701-4(a), and that the income of the Trust shall be excluded from the gross income of the Risk Pool and the Employers (including the City) pursuant to Code section 115(1); and

WHEREAS, the City and the Risk Pool wish the Section 115 Trustee to hold and administer the Trust Fund, and the Section 115 Trustee is willing to hold and administer the Trust Fund pursuant to the terms of this Trust Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the City, Risk Pool, Plan Administrator, and Section 115 Trustee agree as follows:

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ARTICLE I. DEFINITIONS AND INTERPRETATION**1.01 Definitions**

(a) “Affiliate” means an agency or instrumentality constituting an integral part of the City, an organization described in Code section 501(c)(3) which is affiliated with the City and whose income is excluded from gross income under Code section 115(l), or a separate political subdivision (within the meaning of Treasury Regulation section 1.103-1(b)) which is affiliated with the City; provided that no entity shall be considered an Affiliate if such entity’s participation in the Plan would cause the Plan to cease to be a “governmental plan” as defined by section 3(32) of ERISA or if such entity’s participation in the portions of the Plan funded by the Trust would cause any income of the Trust not to be excludable from gross income under section 115(1) of the Code.

(b) “Chapter 172” means Chapter 172 of the Texas Local Government Code, as amended.

(c) “City” means the City of Plano, Texas.

(d) “Code” means the Internal Revenue Code of 1986, as amended.

(e) “Council” means the elected governing authority of the City.

(f) “Effective Date” means March 1, 2008.

(g) “Employer” means the City and each Affiliate of the City which is an “Employer” under the terms of the Plan.

(h) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(i) “Investment Manager” means an investment manager appointed by the Risk Pool Trustees in accordance with Section 4.04.

(j) “Participant” means a “Participant” in the portions of the Plan that are funded through the Trust, as such term is defined by the Plan.

(k) “Plan” means the City of Plano Welfare Benefit Plan (including all schedules, appendices, and instruments incorporated by reference herein), as amended from time to time.

(l) “Plan Administrator” means the applicable “Plan Administrator” of the portions of the Plan that are funded through the Trust, as such term is defined by the Plan.

(m) “Risk Pool” means the risk pool (as defined by Chapter 172) established by the City pursuant to the terms of the Plan.

(n) “Risk Pool Trustees” means the trustees of the Risk Pool who are appointed by the City pursuant to the Plan.

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(o) “Section 115 Trustee” means the trustee who executes this Trust Agreement and any successors to such trustee.

(p) “Term” means the period commencing on the Effective Date and ending on the day before the third anniversary of the Effective Date; provided that the Term shall be extended for an additional one-year period beginning on the third anniversary of the Effective Date unless a party hereto provides notice to the other parties at least ninety (90) days in advance of such third anniversary of its intent to terminate the Term as of the day before such third anniversary; and further provided that if not earlier terminated, the Term shall be extended for an additional one-year period beginning on the fourth anniversary of the Effective Date unless a party hereto provides notice to the other parties at least ninety (90) days in advance of such fourth anniversary of its intent to terminate the Term as of the day before such fourth anniversary.

(q) “Trust” means the City of Plano Section 115 Trust as established pursuant to this Trust Agreement and as amended from time to time.

(r) “Trust Agreement” means this instrument, as amended from time to time.

(s) “Trust Fund” All money and property, of every kind and character, including principal and income, held by the Section 115 Trustee under the Trust.

1.02 Interpretation

(a) All references herein to “Article” or “Section” shall mean the appropriate Article or Section of this Trust Agreement, unless otherwise required by the context.

(b) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Trust Agreement as a whole (including all schedules and appendices hereto) and not to any particular provision of the Trust Agreement. The word “including” and words of similar import when used in this Trust Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive.

(c) The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Trust, nor in any way shall affect the Trust Agreement or the construction of any provision thereof.

(d) If there is no Risk Pool or if the Risk Pool terminates or is dissolved, all references herein to the Risk Pool shall be deemed to refer to the City, and all references herein to the Risk Pool Trustees shall be deemed to refer to the City Manager of the City.

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ARTICLE II. CONTRIBUTIONS TO THE TRUST FUND**2.01 Receipt of Contributions**

The Employer shall deliver to the Section 115 Trustee the amounts of money, and the property other than money, that are contributed to the Trust Fund by the Employer and, if applicable, by Participants. The Employer in its sole discretion shall determine when such deliveries occur (but shall endeavor to deliver any such contributions, if any, not later than the end of the Trust fiscal year following the Trust fiscal year in which the amounts are segregated from the general assets of the Employer and designated as contributions to the Trust Fund). Nothing herein shall be construed to require the Employers or the Risk Pool to fund benefits under the Plan through the Trust or to contribute any particular amount to the Trust Fund, and the amount of any such contributions, if any, shall be determined in the sole discretion of the Employers.

2.02 Obligations of the Section 115 Trustee

The Section 115 Trustee shall be accountable for all contributions delivered to it pursuant to Section 2.01. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested, and administered by the Section 115 Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income. The Section 115 Trustee shall have no duty to determine that the amounts received comply with the provisions of the Plan or that the Trust Fund is adequate to provide the benefits stipulated in the Plan. The Section 115 Trustee shall have no duty, expressed or implied, to compel any contribution by an Employer, but shall be responsible only for property received by the Section 115 Trustee under this Trust Agreement.

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ARTICLE III. PAYMENTS FROM THE TRUST FUND

3.01 Payments Directed by the Plan Administrator

Payments shall be made from the Trust Fund by the Section 115 Trustee only by written direction of the Plan Administrator or by written direction of one or more of the persons authorized in writing by the Plan Administrator to give the instructions. The Section 115 Trustee shall be fully protected in making payments from the Trust Fund in accordance with the Plan Administrator's directions. The Section 115 Trustee shall have no responsibility to see to the application of the payments or to ascertain whether any directions of the Plan Administrator comply with the terms of the Plan. The Section 115 Trustee shall have no liability under this Trust for actions taken on payments from the Trust Fund when following the Plan Administrator's directions, or for any failure to act in the absence of direction by the Plan Administrator.

3.02 Essential Government Function

The income of the Trust shall accrue to the benefit of the Risk Pool, the City, and the Employers for the purpose of performing an essential government function (or an exempt function in the case of an Employer which is an eligible Code section 501(c)(3) organization): providing benefits under the Plan to Participants. Notwithstanding anything herein to the contrary, except for incidental benefits to Participants, no part of the net earnings of the Trust shall inure to the benefit of any private person.

3.03 Impossibility of Diversion

Except as provided in Section 8.03, it shall be impossible at any time for any part of the principal or income of the Trust Fund to be used for or diverted to purposes other than providing benefits to the Participants and paying taxes and administrative expenses of the Plan and Trust in accordance with Sections 5.02 and 5.03. Except as provided in Section 8.03 or in subsections (a) or (b) below, the Employers shall have no beneficial interest in the Trust Fund or any part thereof, and no part of the Trust Fund shall ever revert or be repaid to an Employer.

(a) If the income of the Trust is not or ceases to be excludable under Code section 115(1), then upon receipt of written directions from the Risk Pool Trustees to do so, the Section 115 Trustee shall pay over to the Employers the net assets then held under the Trust Fund, after having first deducted therefrom all expenses, fees and taxes then accrued. The immediately preceding sentence shall be void and have no effect if it would, in and of itself, cause the income of the Trust to fail to be excludable under Code section 115(1).

(b) If a contribution is made to the Trust Fund based on a mistake of fact, the Section 115 Trustee shall, upon written notification from the Employer which made such contribution, return such contribution to the Employer.

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ARTICLE IV. INVESTMENT OF THE TRUST FUND**4.01 Investment Authority**

The Trust Fund may be invested and reinvested without distinction between principal and income. The Section 115 Trustee shall invest the Trust Fund in accordance with the Texas Public Funds Investment Act of 1987 (Subchapter A, Chapter 2256, of the Texas Government Code) to the extent such act is applicable to the Risk Pool and the Trust and is not inconsistent with Chapter 172; provided, however, that investments shall not be limited to those authorized by such act but shall include, in addition to such investments, any investment authorized by the Texas Trust Code (Subtitle B, Title 9, Property Code). To avoid the possibility of doubt and notwithstanding anything herein to the contrary, the Section 115 Trustee may invest the Trust Fund in any investment authorized by the Texas Trust Code. Subject to the foregoing and the Section 115 Trustee's obligations under Sections 4.03 and 4.04:

(a) the Section 115 Trustee is authorized to retain or sell property contributed to the Trust Fund and to invest and maintain investment of part or all of the Trust Fund in any common or preferred stocks, bonds (including United States retirement plan bonds), common or pooled stock funds or mutual funds, whether managed by the Section 115 Trustee or others, insurance contracts, notes, debentures, mortgages, or any other property, whether real, personal or mixed and regardless of where located, in the same manner that a prudent man would do under similar circumstances with due regard for the purposes of the portion of the Plan funded by the Trust;

(b) the Section 115 Trustee may hold a reasonable portion of the Trust Fund in cash pending investment or payment of expenses or benefits; and

(c) the Section 115 Trustee shall keep cash, other than cash held under subsection (b) above, earning a reasonable interest rate in accounts in any banking or similar financial institution which is supervised by the United States or a State or in demand notes and interests in demand notes, Treasury Bills, short-term negotiable commercial paper, or similar short-term investment funds.

4.02 Establishment of Trust Funding Policy

With respect to the portions of the Plan funded by the Trust, the Risk Pool Trustees shall establish and carry out a funding policy consistent with the purposes of such portions of the Plan and the requirements of applicable law. The funding policy may be changed by the Risk Pool Trustees as appropriate. As part of the funding policy, the Risk Pool Trustees shall direct the Section 115 Trustee and any applicable Investment Manager(s) to exercise its investment discretion to provide sufficient cash assets in an amount determined by the Plan Administrator and the Risk Pool Trustees, under the funding policy then in effect, to be necessary to meet the liquidity requirements for the administration of the portions of the Plan funded by the Trust.

4.03 Section 115 Trustee's Adherence to Trust Funding Policy

To the extent all investment responsibility for the Trust Fund has not been delegated to Investment Manager(s), the discretion of the Section 115 Trustee in investing and reinvesting the principal and income of the Trust Fund shall be subject to the funding policy, and any changes in

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the funding policy that the Risk Pool Trustees may adopt in accordance with Section 4.02 and communicate to the Section 115 Trustee in writing. It is the duty of the Section 115 Trustee to act strictly in accordance with the funding policy, and any changes in the funding policy, that are communicated to the Section 115 Trustee by the Risk Pool Trustees in writing.

4.04 Investment Manager

The Risk Pool Trustees may appoint, in writing, one or more Investment Manager(s) to whom is delegated the authority to manage, acquire, invest, or dispose of all or any part of the Trust Fund. Such appointment and delegation shall be evidenced by a written agreement pursuant to which the Investment Manager agrees to assume fiduciary responsibility for the investment of all or a portion of the Trust Fund and to comply with the funding policy established in accordance with Section 4.02. With regard to the assets entrusted to the care of an Investment Manager, the Investment Manager shall provide written instructions and directions to the Trustee regarding the investment of such assets, and, notwithstanding anything herein to the contrary, the Trustee shall be entitled to rely upon and shall invest such assets in accordance with such direction. The Trustee shall have no power to invest, acquire, hold, dispose of, borrow or exercise any rights incident to the ownership of assets entrusted to the care of an Investment Manager except at the direction of the Investment Manager.

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ARTICLE V. POWERS OF TRUSTEE**5.01 Powers**

The Section 115 Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Trust Agreement, shall have the following powers and authorities. Subject to the provisions of Section 4.04, such powers and authorities shall be exercised in the Section 115 Trustee's sole discretion.

(a) Acquire and hold property. To purchase, or subscribe for, any securities or other property and to retain the same in trust.

(b) Dispose of property. To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Section 115 Trustee, by private contract or at public auction. Any sale or other disposition may be made for cash or upon credit, or partly for cash and partly upon credit. No person dealing with the Section 115 Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any sale or other disposition by the Section 115 Trustee.

(c) Exercise rights under securities. To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options, and to make any incidental payments; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any related assessments or charges; and generally to exercise any of the powers of an owner of the stock, bonds, securities, or other property held as part of the Trust Fund.

(d) Hold securities through nominees. To cause any securities or other property held as part of the Trust Fund to be registered in the Section 115 Trustee's own name(s) or in the name of one or more of the Section 115 Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Section 115 Trustee shall at all times show that all the investments are part of the Trust Fund.

(e) Borrow funds. To borrow or raise money for the purposes of the Trust in the amount, and upon the terms and conditions, that the Section 115 Trustee deem advisable. For any borrowed sum, the Section 115 Trustee may issue a promissory note as Section 115 Trustee, and may secure the repayment of any borrowed funds by pledging all, or any part, of the Trust Fund. No person lending money to the Section 115 Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing.

(f) Hold cash. To keep any portion of the Trust Fund in cash or cash balances that the Section 115 Trustee may, at various times, deem to be in the best interests of this Trust, without liability for interest on the cash, notwithstanding that the Trustee or an affiliate of the Trustee may benefit directly or indirectly from such uninvested amounts. It is acknowledged that the Trustee's handling of such amounts is consistent with usual and customary banking and

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fiduciary practices, and any earnings realized by the Trustee or its affiliates will be compensation for its bank services in addition to its regular fees.

(g) Hold certain property temporarily. To accept and retain, for a period of time that the Section 115 Trustee deem advisable, any securities or other property received or acquired by it as Section 115 Trustee, whether or not the securities or other property would normally be purchased as investments under this Trust.

(h) Execute instruments. To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers granted in this Trust.

(i) Settle claims. To settle, compromise, or submit to arbitration any claims, debts, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings.

(j) Employ agents. To employ suitable agents, attorneys, accountants, custodians and financial counsel, and other persons (any of whom may also render services to the Plan and any Employer) reasonably necessary for the proper administration of the Trust Fund, and to pay their reasonable expenses and compensation.

(k) Acquire foreclosed real estate. To acquire real estate by purchase, exchange, or as the result of any foreclosure, liquidation, or other salvage of any investment previously made under this Trust ("foreclosed real estate"); to hold the foreclosed real estate in the manner and upon the terms that the Section 115 Trustee deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years the foreclosed real estate or any other real estate constituting a part of the Trust Fund, upon the terms and conditions that the Section 115 Trustee deem proper, using other trust assets for any of the purposes if deemed advisable.

(l) Invest in savings accounts. To invest funds of the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest.

(m) Invest in government obligations. To invest in Treasury Bills and other forms of United States government obligations.

(n) Exercise conversion and subscription rights. If any bonds, notes, stocks, or other securities held by the Section 115 Trustee shall entitle the holder to an option or privilege to convert it into bonds, notes, stocks, or other securities, or if the right or privilege is given to the holder to subscribe for additional or other bonds, notes, stocks, or other securities, the Section 115 Trustee is authorized to exercise the options, rights and privileges from time to time and to make the conversions and subscriptions, to make the required payment, and to hold the acquired securities as investments of the Trust Fund.

(o) Invest in certificates of deposit. To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations.

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(p) Necessary and implied powers. To do all acts, take all actions, and exercise all rights and privileges, although not specifically mentioned in this section, that the Section 115 Trustee deem necessary to administer the Trust Fund, and to carry out the purposes of this Trust.

5.02 Compensation and Expenses.

(a) The Section 115 Trustee shall be entitled to reasonable compensation for services rendered under this Trust Agreement as trustee of the Trust in accordance with the fee schedule set forth as Appendix A.

(b) The Plan Administrator shall be entitled to reasonable compensation for services rendered with respect to the portions of the Plan funded by the Trust and to reimbursement of all reasonable and necessary taxes and expenses (including reasonable fees for agents, attorneys, accountants, custodians and other persons rendering services to the Plan Administrator) incurred in connection with the discharge of its responsibilities with respect to such portions of the Plan. The Risk Pool Trustees shall determine whether the compensation and expenses of the Plan Administrator are payable hereunder and shall provide written direction to the Section 115 Trustee with respect to such payments.

(c) Each Investment Manager, if any, shall be entitled to reasonable compensation for services rendered under this Trust Agreement in accordance with the written appointment agreement for such Investment Manager.

(d) An individual serving as Section 115 Trustee and/or Plan Administrator who already receives full-time compensation from the Employer shall not receive compensation from the Trust except for reimbursement of expenses properly and actually incurred.

(e) Any compensation and/or reimbursement payable in accordance with the foregoing shall be paid from the Trust Fund unless first paid by the Employer without reservation of a right of reimbursement from the Trust.

5.03 Taxes paid from Trust Fund.

All taxes of any and all kinds that may be levied or assessed under any applicable State or Federal laws upon the Trust Fund or its income (excluding taxes, if any, upon benefits paid to Participants or their beneficiaries, heirs, executors, administrators or assigns) shall be paid from the Trust Fund.

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ARTICLE VI. TRUSTEE DUTIES

6.01 Standard of Care

The Section 115 Trustee shall discharge its duties under this Trust solely in the interest of Participants and their beneficiaries and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Plan and the Trust, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. Nothing contained in this Trust shall, nor shall be construed to, reduce the standard of care or any responsibility, obligation, or duty imposed on the Section 115 Trustee under Chapter 172 or any other applicable law.

6.02 Accounts and Records

(a) Maintenance of accounts and records. The Section 115 Trustee shall maintain accurate and detailed records and accounts of all properties of the Trust Fund and all investments, receipts, disbursements, and other transactions under this Trust. The Trustee shall take all necessary steps to secure such records and accounts from the risk of fire, storm, theft, unauthorized access, or any other potential casualty or misappropriation.

(b) Inspection and audit. All the accounts, books, and records of the Trust shall be open at all reasonable time to inspection and audit by the Risk Pool Trustees or a representative thereof properly designated by the Risk Pool Trustees. The Section 115 Trustee shall, at the written direction of the Risk Pool Trustees, submit the accounts, books, and records of the Trust to auditors designated by the Risk Pool Trustees.

(c) Submission of quarterly reports. Within fifteen (15) business days following the close of each fiscal quarter of the Trust, the Section 115 Trustee shall file with the Risk Pool Trustees (and provide copies to the Plan Administrator and the City) a written report setting forth all investments, receipts, disbursements, and other transactions carried out by the Trust during the period. Transactions may be reported on a settlement basis provided settlement occurs within the normal period required by the NASD or other applicable regulatory authority. The report shall include a listing of the Trust Fund assets and the fair market value of the Trust Fund assets at the end of the period and any other information required under Chapter 172 and other applicable laws.

(d) Approval of quarterly reports. The Risk Pool Trustees may approve any quarterly accounting by the Section 115 Trustee by giving the Section 115 Trustee written notice of the approval. Failure by the Risk Pool Trustees to disapprove the quarterly accounting within ninety (90) days after its receipt shall be deemed an approval. The Section 115 Trustee shall have the right at its own expense to have the accounts settled by judicial proceedings if so elected.

(e) Attendance at quarterly meetings. The Section 115 Trustee shall attend at least quarterly meetings (which, in the sole discretion of the Risk Pool Trustees, may be by telephone

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conference) with the Risk Pool Trustees or their designated staff to discuss the Trust and coordination with any designated Investment Managers for the Trust.

6.03 Limitation on Section 115 Trustee's Liability

The Plan Administrator shall administer the Plan as provided therein (including making all determinations as to the right of any person to benefits under the Plan), and the Section 115 Trustee shall not be responsible in any respect for administering the Plan, nor shall the Section 115 Trustee be responsible for the adequacy of contributions to the Trust Fund to meet or discharge any payments or liabilities under the Plan or for the investment of any portion of the Trust Fund for which an Investment Manager is appointed. The Section 115 Trustee shall be entitled conclusively to rely upon any notice, instruction, direction, or other communication of the City, the Employers, the Plan Administrator, the Investment Manager(s), and/or the Risk Pool Trustees.

6.04 Indemnification and Release.

The Section 115 Trustee shall indemnify and hold harmless the City, the Employers, the Plan, the Risk Pool, and the Risk Pool Trustees from and against any and all loss, damage, penalty, liability, cost, and expense (including reasonable attorneys' fees and disbursements) that may be incurred by, imposed upon, or asserted against any of the foregoing by reason of any claim, regulatory proceeding, or litigation arising from the Section 115 Trustee's negligence, bad faith, error, mistake, breach of fiduciary duty, or material breach of this Agreement, which causation shall be determined without regard to the characterization of a claim by the applicable court or agency.

The City, the Employers, the Risk Pool, and the Risk Pool Trustees shall release the Section 115 Trustee from and against any and all loss, damage, penalty, liability, cost, and expense (including reasonable attorneys' fees and disbursements) that may be incurred by, imposed upon, or asserted against the Section 115 Trustee by reason of its taking action pursuant to a direction, notice, writing or consent contemplated herein or its failing to act in the absence of such a direction, notice, writing or consent, unless such action or failure to act constitutes negligence of the Section 115 Trustee.

6.05 Insurance

For the duration of this Agreement, the Section 115 Trustee shall procure and maintain insurance for the faithful performance of its duties under this Trust Agreement and shall provide to the Risk Pool Trustees a certificate of insurance showing the Risk Pool and Trust as additional insureds under such insurance. Such insurance shall satisfy the requirements set forth on Appendix B.

6.06 No Prohibited Interest

The Section 115 Trustee agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of the Section 115 Trustee shall execute the affidavit set forth on Appendix C. The Section 115

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Trustee understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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ARTICLE VII. TRUSTEE APPOINTMENT, REMOVAL, AND RESIGNATION**7.01 Removal**

The Risk Pool Trustees may remove the Section 115 Trustee at any time after the end of the Term by giving at least ninety (90) days' written notice of the intended action to the Section 115 Trustee and the City; provided that such removal may be effective as of the date notice is provided (or any other agreed date) if agreed in writing by the Section 115 Trustee.

In the event of a material breach of this Trust Agreement by the Section 115 Trustee, the Risk Pool Trustees may remove the Section 115 Trustee during the Term by giving at least thirty (30) days' written notice of the intended action to the Section 115 Trustee; provided that such removal shall not be effective if such breach is cured prior to the effective date of the removal. The Section 115 Trustee may not be involuntarily removed during the Term except in accordance with this Section or Section 8.04.

7.02 Resignation

The Section 115 Trustee may resign at any time after the end of the Term by giving at least ninety (90) days' written notice of the intended action to the City and the Risk Pool Trustees; provided that such resignation may be effective as of the date notice is provided (or any other agreed date) if agreed in writing by the Risk Pool Trustees.

In the event of a material breach of this Trust Agreement by the City, Risk Pool Trustees, or Plan Administrator, the Section 115 Trustee may resign during the Term by giving at least thirty (30) days' written notice of the intended action to the City and the Risk Pool Trustees; provided that such resignation shall not be effective if such breach is cured prior to the effective date of the resignation. The Section 115 Trustee may not resign during the Term except in accordance with the immediately preceding sentence of this paragraph.

7.03 Report by Section 115 Trustee.

On the removal or resignation of the Section 115 Trustee, the Section 115 Trustee shall within ninety (90) days following the effective date of the removal or resignation, file with the Risk Pool Trustees (and provide copies to the Plan Administrator and the City) (a) a written statement of accounts and proceedings concerning the acts of the Section 115 Trustee with respect to the Trust Fund since the date of the last annual statement and report of the Section 115 Trustee and (b) any other report or information required by Chapter 172 or other applicable law.

7.04 Successor Section 115 Trustee.

(a) Appointment and powers. On the removal or resignation of the Section 115 Trustee, a successor shall be appointed by the Risk Pool Trustees. The successor Section 115 Trustee shall have the same rights, duties, powers (including, but not limited to, discretionary powers), and immunities as the predecessor Section 115 Trustee being succeeded. Any resigning or removed Section 115 Trustee shall execute all documents and do all acts necessary to vest the rights, duties, and powers in the successor Section 115 Trustee.

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(b) Limitation on liability. In no event shall any such successor Section 115 Trustee be liable on account of any act or failure to act of any predecessor Section 115 Trustee or have any duty to make any inquiry or investigation as to any act or omission occurring prior to the appointment of the successor Section 115 Trustee. Each successor Section 115 Trustee shall demonstrate acceptance of this Trust by executing this Trust Agreement or an addendum to this Trust Agreement.

(c) Transfer and statement of expenses. A resigning or removed Section 115 Trustee shall transfer and deliver all of the assets of the Trust Fund to the successor Section 115 Trustee, and shall promptly forward to the Risk Pool Trustees an itemized statement setting forth any expenses and other sums that it is entitled to be paid under the provisions of this Trust Agreement.

(d) Corporate trustee. If a corporate Section 115 Trustee at any time merges or consolidates with, or sells or transfers substantially all of its assets and business to, another corporation, the corporation resulting from or surviving the merger or consolidation or the transferee corporation, as the case may be, shall then become the successor Section 115 Trustee without necessity for appointment to the position.

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ARTICLE VIII. AMENDMENT AND TERMINATION**8.01 Amendment**

The City may amend this Trust Agreement from time to time, in whole or in part, without notice to any party by resolution of the Council or by written action of a delegate thereof who is specifically authorized by resolution of the Council to amend the Trust Agreement; provided, however, that no amendment that affects the rights or duties of the Section 115 Trustee may be made without the written consent of the Section 115 Trustee.

8.02 Termination

The City may terminate this Trust at any time by resolution of the Council. The City shall provide written notice of the termination to the Section 115 Trustee; provided that failure to provide such notice shall not affect the termination effective date.

8.03 Payment of Funds on Liquidation

(a) Priority of payment. Upon the termination of the Trust, the affairs of the Trust shall be wound up as soon as may be reasonably practicable and the Trust Fund, or the liquidation proceeds of the Trust Fund, shall be paid out and distributed by the Section 115 Trustee in the following order unless a judgment or decree of a court of competent jurisdiction or any applicable law shall mandate a contrary application or unless a contrary application is required for the income of the Trust to be excluded under Code section 115(l).

(i) Administration expenses. First, to the payment of all compensation, expenses, and taxes payable in accordance with Sections 5.02 and 5.03.

(ii) Payment of benefits. Second, to the payment of Plan benefits to Participants and their beneficiaries and to other eligible recipients of Plan benefits as the Plan Administrator shall direct the Section 115 Trustee in writing.

(iii) Distribution to Employers. Third, to the Employers in proportion to their respective contributions (as the Risk Pool Trustees shall direct the Section 115 Trustee in writing) for a public purpose (or for an exempt purpose in the case of an Employer which is an organization described in Code section 501(c)(3) whose income is excluded from gross income under Code section 115(l)).

(iv) Distribution to eligible recipients. Fourth, any remaining Trust Fund assets, if any, shall be distributed to one or more Affiliates or other political subdivisions (as the Risk Pool Trustees shall direct the Section 115 Trustee in writing) for a public purpose (or for an exempt purpose in the case of an organization described in Code section 501(c)(3) whose income is excluded from gross income under Code section 115(l)).

(b) Limitation on liability. Upon making the payments in accordance with subsection (a), the Section 115 Trustee shall be relieved from all further liability for all amounts paid under this Section.

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8.04 Liquidation powers

From and after the date of the termination of the Trust and until the final distribution of the Trust Fund has been completed, the Section 115 Trustee shall continue to have all of the powers provided under this Trust that may be necessary or expedient for the orderly liquidation and distribution of the Trust Fund. The Section 115 Trustee shall be deemed removed upon the completion of the final distribution of the Trust Fund and shall provide the report required by Section 7.03 within ninety (90) days after such deemed removal.

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ARTICLE IX. OTHER PROVISIONS**9.01 Limited Effect of Plan and Trust**

Neither the establishment of the Plan nor the Trust nor any modification therefor, nor the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or any other person any legal or equitable right against the Section 115 Trustee, the Plan Administrator, the Risk Pool, the Employers, or any officer, employee, or representative thereof, except as may otherwise be specifically provided in the Plan or in the Trust.

9.02 Protective Clause

None of the Section 115 Trustee, Plan Administrator, Employers, or Risk Pool shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part. None of the Section 115 Trustee, Plan Administrator, Employers, or Risk Pool in any way guarantees the payment of any benefit which may be or become due to any person under the Plan.

9.03 Nonalienation

The benefits payable from this Trust under the Plan are intended for the payment of benefits for the persons entitled to them under the Plan, and, except as specifically provided in the Plan, (a) shall not be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, or seizure and (b) shall not be subject in any manner to attachment, lien, or other process to secure payment of the debts and obligations of the persons to whom they are or may become payable, including but not limited to any debts or obligations having their origin in matters relating to marital relationships, alimony, or child support.

9.04 Governing Law

The validity and effect of the Trust and the rights and obligations of the Section 115 Trustee, Risk Pool, City, Employers, Plan Administrator, and all other persons affected by this Trust shall be construed and determined in accordance with the laws of the State of Texas without giving effect to the conflicts of laws principles thereof.

9.05 Severability

If any provision of this Trust is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of the Trust, and the Trust shall be construed and enforced as if such invalid or unenforceable provision had not been included herein. In the event that the making of any payment or the provision of any other benefit required under the Trust is held to be in conflict with or in violation of any State or Federal statute, rule, or decision or otherwise invalid or unenforceable, such conflict, violation, invalidity, or unenforceability shall not prevent any other payment or benefit from being made or provided under the Trust, and in the event that the making of any payment in full or the provision of any other benefit required under the Trust

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in full would be in conflict with or in violation of any State or Federal statute, rule or decision or otherwise invalid or unenforceable, then such conflict, violation, invalidity or unenforceability shall not prevent such payment or benefit from being made or provided in part, to the extent that it would not be in conflict with or in violation of any State or Federal statute, rule or decision or otherwise invalid or unenforceable, and the maximum payment or benefit that would not be in conflict with or in violation of any State or Federal statute, rule or decision or otherwise invalid or unenforceable, shall be made or provided under the Trust.

9.06 Notices and Writing Requirement

Notices, reports, and statements sent by regular mail shall be deemed duly given, made or delivered, when deposited in the mail, addressed to the recipient's last known address. Any writing contemplated herein shall include a writing by electronic means, including e-mail, electronic data transfer and facsimile.

9.07 Binding Effect

This Trust shall be binding upon all persons having or claiming to have any interest under the Plan or this Trust, their heirs, executors, administrators, conservators and assigns, and upon the City, the Employers, the Risk Pool, the Section 115 Trustee, and their respective successors and assigns.

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IN WITNESS WHEREOF, the City, Risk Pool, Plan Administrator, and Section 115 Trustee have caused this Trust Agreement to be executed by their respective duly authorized representatives on this _____ day of _____, 2008.

CITY OF PLANO

By: _____

Title: _____

RISK POOL

By: _____

Title: _____

CITY OF PLANO, AS PLAN ADMINISTRATOR

By: _____

Title: _____

TRUSTEESHIP ACCEPTED on this _____ day of _____, 2008.

TRUSTEE

WELLS FARGO BANK, N.A.

By: _____

Title: _____

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Appendix A for Attachment 1 (Pg. 1 of 1)**INSTITUTIONAL TRUST SERVICES - TRUST AND CUSTODY FEE SCHEDULE
City of Plano**EFFECTIVE: August 26, 2007

<u>TRUSTEE/CUSTODY SERVICE FEES</u>		<u>FEE PER ANNUM</u>
Administration		
Asset Based Market Value Fee	First \$10 million	0.2 (20 basis points)
	Next \$20 million	0.15 (15 basis points)
	Next \$20 million	0.1 (10 basis points)
	Over \$50 million	0.05 (5 basis points)
	Base Fee for Domestic Assets, ADRs and Mutual Funds	\$ 2,000.00
or	Base Fee for Global Securities, Domestic Assets and Mutual Funds	\$ 4,000.00
	MINIMUM ANNUAL FEE	\$ 10,000.00
	Web-Based On-Line	\$ 750.00

<u>TRANSACTION/ASSET MAINTENANCE FEES</u>	<u>CHARGE PER TRANSACTION/ASSET</u>
Domestic Depository Settlements (& ADRs)	\$ 15.00
Global Settlements	\$ 25.00
Mutual Fund Settlements	\$ 15.00
Manual Physical Settlements	\$ 50.00
ACH/Checks	\$ 5.00
Wires	\$ 10.00

NOTES:

There is no fund settlement transaction charge for assets held in a Wells Fargo Fund.

There is no charge for the collection of interest income and dividends.

FLOAT DISCLOSURE

Wells Fargo will receive compensation (so-called "Float") from the use of uninvested funds by Wells Fargo or its affiliates which accrues on payments made from your account (such as distributions and expense payments) and on contributions or other funds received too late in the day to be invested same-day for your account. Float on distribution payments begins to accrue as of the check date, when funds are transferred to a separate check clearing account, and ends on the date the check clears against this separate account or is returned to your account, if the account governing document so provides. Periodic payments, such as pension checks, are generally mailed five business days before the actual date on the check. In these instances, funds are not transferred to the separate check clearing account, and consequently Float does not begin to accrue, until the check date (i.e., five days from the mail date). Nonperiodic payments are generally mailed on check date. Earnings on the Float depend on the specific investment, the current rate, which is generally the Federal Funds rate or a money market rate, and the period of time during which the funds are available. The handling of uninvested cash by Wells Fargo is consistent with usual and customary banking and fiduciary practices, and any float earnings realized by Wells Fargo or any affiliate will be compensation for its services in addition to those reflected in this schedule.

EXTRAORDINARY SERVICES

Wells Fargo may be entitled to additional fees for extraordinary services necessary to administer your account or as required by the account governing documents, company or regulatory authorities. The time spent by Wells Fargo and any applicable additional fees will be discussed with you in advance of the work being completed.

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Appendix B for Attachment 1 (Pg. 1 of 3)**INSURANCE REQUIREMENTS**

The insurance required by Section 6.05 shall satisfy the following requirements.

1. The insurance company providing the coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors, and must be acceptable to the Risk Pool Trustees.
2. The insurance coverage must satisfy all applicable requirements of the Texas Department of Insurance and the Texas Insurance Code.
3. The insurance must, at a minimum, provide the following types and amounts of coverages and must contain the following provisions.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; OR \$1,000,000 combined single limits	Trust and Risk Pool Trustees to be listed as additional insureds and provided 30-day notice of cancellation or material change in coverage.
Professional Liability	\$500,000 each occurrence, \$1,000,000 general aggregate	Trust and Risk Pool Trustees to be listed as additional insureds and provided 30-day notice of cancellation or material change in coverage.

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Appendix B for Attachment 1 (Pg. 2 of 3)

ACORD		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) 04/29/07
ISSUER Wells Fargo Insurance Services Southeast, Inc. 1100 Johnson Ferry Road Suite 250 Atlanta, GA 30342		1-804-531-5400 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			COMPANIES AFFORDING COVERAGE COMPANY A Superior Guaranty Insurance Co. of Vermont COMPANY B (Reinsured by Steadfast Insurance Company) COMPANY C COMPANY D
INSURED Wells Fargo & Company and Its Subsidiaries Including Wells Fargo Bank, N.A. Wells Fargo Center (MAC N9305-144) Sixth & Marquette Minneapolis, MN 55479					
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROF				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR PARTNERS/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - DISEASE \$
A B	OTHER Professional Liability	406-1FIC110	04/01/07	04/01/10	Each Occurrence 100,000,000 Aggregate 100,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: WELLS FARGO RFP					
CERTIFICATE HOLDER THE CITY OF PLANO, TEXAS 520 AVENUE K, S PLANO, TX 75074 ACORD 204 (1/88)			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Louis A. ...</i> ACORD CORPORATION 1988		

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Appendix B for Attachment 1 (Pg. 3 of 3)

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 06/29/07	
PRODUCER Wells Fargo Insurance Services Southeast, Inc. 1100 Johnson Ferry Road Suite 250 Atlanta, GA 30362			1-404-531-5400		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Wells Fargo & Company and Its Subsidiaries including Wells Fargo Bank, N.A. Wells Fargo Center (MAC #9305-144) Sixth & Marquette Minneapolis, MN 55479						COMPANIES AFFORDING COVERAGE	
						COMPANY A Old Republic Insurance Co.	
						COMPANY B	
						COMPANY C	
						COMPANY D	
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	HWEX 57393	04/01/07	04/01/10	GENERAL AGGREGATE	\$10,000,000	
					PRODUCTS - COMP/OP AGG	\$10,000,000	
					PERSONAL & ADY INJURY	\$10,000,000	
					EACH OCCURRENCE	\$10,000,000	
					FIRE DAMAGE (Any one fire)	\$100,000	
					MED EXP (Any one person)	\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT	\$	
					BODILY INJURY (Per person)	\$	
					BODILY INJURY (Per accident)	\$	
					PROPERTY DAMAGE	\$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$	
					OTHER THAN AUTO ONLY	\$	
					EACH ACCIDENT	\$	
					AGGREGATE	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$	
					AGGREGATE	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE REGION (TOR): PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS	OTHER	
					E. EACH ACCIDENT	\$	
					E. DISEASE - POLICY LIMIT	\$	
					E. DISEASE - DISEASE	\$	
	OTHER						
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS EX: WELLS FARGO RFP THE CITY OF PLANO IS ADDITIONAL INSURED ON GENERAL LIABILITY AS RESPECTS LIABILITY ARISING OUT OF NAMED INSURED'S ACTIONS AS REQUIRED BY WRITTEN CONTRACT.							
CERTIFICATE HOLDER THE CITY OF PLANO, TEXAS 1520 AVENUE K, S PLANO, TX 75074 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Levi Reed</i>			
ACORD 26-6 (M06)				ACORD CORPORATION 1998			

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Appendix C for Attachment 1 (Pg. 1 of 1)

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of Wells Fargo Bank, N.A. (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.

MARY SCHMIOT - WELLS FARGO
Name of Contractor

By: Mary Schmiot
Signature

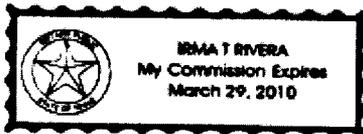
MARY SCHMIOT
Print Name

VICE PRESIDENT
Title

6-27-07
Date

STATE OF Texas §
COUNTY OF Harris §

SUBSCRIBED AND SWORN TO before me this 27th day of June, 2007.



Irma Rivera
Notary

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INVESTMENT MANAGEMENT AGREEMENT

This agreement (this "Agreement") is entered into effective as of this _____ day of _____, 2008 (the "Effective Date"), between the Risk Pool Trustees (as hereinafter defined) acting on behalf of the Risk Pool in accordance with Section 4.04 of the Trust Agreement (as hereinafter defined) and The Frost National Bank, N.A. (the "Manager").

WITNESSETH

WHEREAS, the City of Plano, Texas (the "City") maintains the City of Plano Welfare Benefit Plan (as amended, the "Plan") for the benefit of eligible employees and retirees of the City;

WHEREAS, pursuant to the terms of the Plan the City has established a risk pool (as defined by Chapter 172 of the Texas Local Government Code, as amended ("Chapter 172")) (the "Risk Pool") for purposes of funding certain benefits under the Plan;

WHEREAS, in accordance with the Plan the City has appointed trustees of the Risk Pool (the "Risk Pool Trustees") who are responsible for supervising the operation of the Risk Pool;

WHEREAS, in accordance with the Plan and Chapter 172, the City and the Risk Pool Trustees have established the City of Plano Section 115 Trust (the "Section 115 Trust") for purposes of funding certain Plan benefits under the Risk Pool, including health benefits for eligible retirees and their dependents;

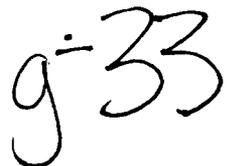
WHEREAS, the City and the Risk Pool Trustees have entered into a trust agreement effective as of March 1, 2008 (as amended, the "Trust Agreement") with Wells Fargo Bank, N.A. as trustee of the Section 115 Trust (including any successor, the "Trustee");

WHEREAS, Section 4.04 of the Trust Agreement provides that the Risk Pool Trustees may appoint an investment manager to manage, acquire, invest, or dispose of all or any part of the money and property (of every kind and character, including principal and income) held from time to time under the Trust (the "Trust Fund"); and

WHEREAS, the Risk Pool Trustees have established a funding policy for the Trust in accordance with Section 4.02 of the Trust Agreement and as part of the funding policy have established an investment policy for the portion of the Trust Fund subject to this Agreement (as amended, the "Investment Policy");

WHEREAS, the Manager has represented to the Risk Pool Trustees that it is qualified to serve as the investment manager of the portion of the Trust Fund subject to this Agreement in accordance with the terms of the Trust Agreement, Chapter 172, and all other applicable laws;

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and intending to be legally bound hereby, the parties hereto agree as follows:



1. Appointment. The Risk Pool Trustees hereby appoint and retain the Manager as the sole investment manager of the portion of the Trust Fund that is designated from time to time by the Risk Pool Trustees as part of the investment management account of the Manager (the "Account"), and the Manager agrees to serve as investment manager and fiduciary of the Account in accordance with and subject to the terms of this Agreement beginning on the Effective Date and continuing until the Agreement is terminated in accordance with Section 7.

(a) Nothing in this Agreement shall constitute a commitment by the Risk Pool Trustees to designate or maintain any minimum amount of assets or minimum portion of the Trust Fund in the Account.

(b) The services of the Manager and its personnel to be provided under this Agreement are not exclusive, and the Manager may provide services to others and engage in other activities, but the Manager will allocate such personnel and devote such efforts as are necessary for it to carry out its duties under this Agreement.

(c) Immediately after receiving notice from the Risk Pool Trustees, the Manager shall remove from the Account such amounts as are designated for removal from time to time by the Risk Pool Trustees; provided, however, that all trades executed but not settled prior to such notice shall be settled prior to removal from the Account. The Manager shall not be responsible for the investment or management of amounts removed from the Account and credited to the Trustee or a successor investment manager.

2. Investment Authority and Responsibility of the Manager. The Manager, as investment manager and fiduciary of the Account and agent for the Trust, shall have the authority and responsibility to direct the Trustee as to the management, acquisition, investment, and disposition of the Account in accordance with Section 4.04 of the Trust Agreement, the terms of the Investment Policy, and all applicable laws.

(a) The Manager shall have the power generally to perform any acts necessary to enable the Manager to carry out its obligations under this Agreement. With respect to the Account, the Manager shall have the sole power, authority, and discretion to direct the Trustee with respect to all of the power and authority that would otherwise be exercised by the Trustee under Section 5.01 of the Trust Agreement, a copy of which is attached hereto as Exhibit A, including the power to direct the Trustee as to the voting of proxies.

(b) The Manager, in its sole discretion, shall direct the Trustee as to the investment and reinvestment of the Account in accordance with this Agreement and in compliance with the terms of and subject to the permissible investments designated under the Investment Policy as set forth on Exhibit B. The Risk Pool Trustees shall provide the Manager with any amendments to the Investment Policy that are adopted or effective after the Effective Date, and each amendment provided to the Manager shall be considered part of Exhibit B as of the later to occur of (i) the effective date of the amendment and (ii) the date the amendment is provided to the Manager.

(c) The Manager may give advice and take action in the performance of its duties with respect to any of its clients which may differ from the advice given, or the timing or

nature of action taken, with respect to the Account, so long as the Manager adheres to a policy of allocating investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall impose upon the Manager any obligation to purchase or sell for the Account any security or other property which the Manager purchases or sells for its own account or the account of any other client if, in the opinion of the Manager, such transaction or investment appears unsuitable, impracticable or undesirable for the Account taking into account the Investment Policy.

(d) The Trustee, and not the Manager, shall be responsible for the custody of the portion of the Trust Fund that constitutes the Account.

3. Representations by the Manager. The Manager represents and warrants to the Risk Pool Trustees that

- (a) It is a fiduciary with respect to the Account;
- (b) It is a bank as defined under the Investment Advisers Act of 1940; and
- (c) It has the power to manage, invest, acquire, and dispose of the assets of the Trust subject to the Account.

4. Standard of Care. The Manager shall discharge its duties under this Agreement solely in the interest of participants in the portions of the Plan that are funded through the Trust and their beneficiaries and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Plan and the Trust, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust Fund in accordance with the Investment Policy so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. Nothing contained in this Agreement shall reduce the standard of care or any responsibility, obligation, or duty imposed on the Manager under Chapter 172 or any other applicable law.

5. Compensation of the Manager. The Manager shall be entitled to reasonable compensation for services rendered under this Agreement in accordance with the fee schedule set forth on Exhibit C. Such fees shall be paid from the Trust Fund in accordance with Section 5.02 of the Trust Agreement unless first paid by the Risk Pool or the City without reservation of a right of reimbursement from the Trust. Fees for any partial period of service under this Agreement shall be pro-rated. No fees or expense reimbursements shall be payable to Manager except in accordance with Exhibit C.

6. Indemnification and Release.

(a) The Manager shall release, defend, indemnify and hold the Trust, Risk Pool, Risk Pool Trustees, and City and their respective officers, agents and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties") harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any

way arising out of, related to, or resulting from the breach of this Agreement by the Manager or caused by the negligent act or omission or intentional wrongful act or omission of the Manager or its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom the Manager is legally responsible (hereinafter "Claims"), except to the extent that any such Claims are due to the negligent act or omission or intentional wrongful act or omission of the applicable Indemnified Party. The Manager is expressly required to defend the Indemnified Parties against all such Claims. In the event an Indemnified Party is a named party to a suit arising out of the subject matter of this Agreement, the Indemnified Party shall have reasonable input into the selection of defense counsel to be retained by the Manager in fulfilling its obligation hereunder to defend and indemnify the Indemnified Party. The Indemnified Party reserves the right to provide a portion or all of its own defense at the Indemnified Party's cost; however, the Indemnified Party is under no obligation to do so. Any such action by the Indemnified Party shall not be construed as a waiver of the Manager's obligation to defend the Indemnified Party or as a waiver of the Manager's obligation to indemnify the Indemnified Party pursuant to this Agreement. The Manager shall retain defense counsel within ten business days after the Indemnified Party's written notice that the Indemnified Party is invoking its right to indemnification under this Agreement. If the Manager fails to retain counsel within such time period, the Indemnified Party shall have the right to retain defense counsel on its own behalf, and the Manager shall be liable for all reasonable costs incurred by the Indemnified Party. The Indemnified Parties who are not parties to this Agreement shall be third party beneficiaries of this Section of the Agreement.

(b) The Risk Pool and the Risk Pool Trustees shall release the Manager from and against any and all loss, damage, penalty, liability, cost, and expense (including reasonable attorneys' fees and disbursements) that may be incurred by, imposed upon, or asserted against the Manager by reason of its taking action pursuant to a direction, notice, writing or consent contemplated herein or its failing to act in the absence of such a direction, notice, writing or consent, unless such action or failure to act constitutes negligence of the Manager.

7. Term of Agreement. The initial term of this Agreement shall be the period (the "Term") commencing on the Effective Date and ending at the close of business on the day before the third anniversary of the Effective Date. Either party may terminate this Agreement at any time after the end of the Term by providing at least 30 days written notice to the other party of its intent to terminate the Agreement. The provisions of this Agreement shall remain in effect until the effective date of the termination of the Agreement.

(a) In the event of a material breach of this Agreement by the Manager or the occurrence of an removal event specified below, the Risk Pool Trustees may remove the Manager during the Term by giving at least thirty (30) days' written notice of the intended action to the Manager; provided that such removal shall not be effective if such breach or removal event is cured prior to the effective date of the removal. Any failure of the Manager to comply with the terms of the Investment Policy shall constitute a material breach of this Agreement for purposes of this Section. The following events, as determined in the sole discretion of the Risk Pool Trustees, shall constitute removal events: (i) the indictment or conviction of the Manager or any of its directors or executive officers of any crime involving moral turpitude or any crime (other than a vehicular offense) which could reflect in some material fashion unfavorably upon the Manager, without regard to whether such crime or alleged crime relates specifically to the

Account or this Agreement; (ii) the commencement of bankruptcy or insolvency proceeding with respect to the Manager; (iii) the commencement of an investigation of the Manager by the Office of the Comptroller of the Currency, the Texas Department of Banking, the Securities Exchange Commission, or any similar regulatory authority based on allegations of fraud, mismanagement, or similar misfeasance or nonfeasance of duty by the Manager, without regard to whether such allegations relates specifically to the Account or this Agreement; and (iv) the commission of any fraud, embezzlement, or similar conduct involving moral turpitude by the Manager or any of its directors or executive officers, without regard to whether such conduct relates specifically to the Account or this Agreement. The Manager shall immediately notify the Risk Pool Trustees of the occurrence of any event which might reasonably be considered a removal event.

(b) In the event of a material breach of this Agreement by the Risk Pool Trustees, the Manager may resign during the Term by giving at least thirty (30) days' written notice of the intended action to the Risk Pool Trustees; provided that such resignation shall not be effective if such breach is cured prior to the effective date of the resignation.

(c) Upon the termination of the Agreement, the Manager shall within 30 days following the effective date of the termination file with the Risk Pool Trustees (and provide copies to the Trustee) (i) a written statement of accounts and proceedings concerning the acts of the Manager with respect to the Account since the date of the last quarterly statement and report of the Manager in accordance with Section 8 and (ii) any other report or information required pursuant to Chapter 172 or other applicable law.

(d) After the termination of the Agreement, the Manager shall cooperate with the Risk Pool Trustees in transferring records and other information relating to the management and investment of the Account to the Trustee or to the successor investment manager designated by the Risk Pool Trustees.

(e) Upon the termination of the Agreement, the Manager shall promptly forward to the Risk Pool Trustees and the Trustee an itemized statement setting forth any compensation it is entitled to be paid under the provisions of this Trust Agreement. Fees for any partial period shall be pro-rated. The Manager shall not be entitled to any additional compensation for services provided pursuant to this Section 7 in connection with the termination of the Agreement.

8. Manager Records and Reports.

(a) The Manager shall maintain accurate and detailed records and accounts of all investments of the Account and all investments, receipts, disbursements, and other transactions under the Account. The Manager shall take all necessary steps to secure such records and accounts from the risk of fire, storm, theft, unauthorized access, or any other potential casualty or misappropriation.

(b) After the end of each quarter during the term of this Agreement, the Manager shall render a statement of all Account transactions during the quarter to the Risk Pool Trustees and the Trustee, together with a portfolio analysis of the Account and performance

comparisons related thereto. The Manager shall also furnish to the Risk Pool Trustees and the Trustee such additional reports with respect to the Account as they shall reasonably request from time to time. On a quarterly basis, within thirty (30) days following the end of the quarter, the Manager shall also deliver to the Risk Pool Trustees and the Trustee a report of all transactions in the Account during the prior quarter and a listing of each investment in the portfolio and its net asset value at the end of said quarter. The Manager shall make all such records open to inspection and audit at all reasonable times by the Risk Pool Trustees or their designated audit representative. Transaction reports may be rendered on a settlement basis provided settlement occurs within the normal period required by the NASD or other applicable regulatory authority.

(c) To the extent requested by the Risk Pool Trustees or the Trustee, the Manager will arrange to have brokers who effect transactions for the Account send to the Risk Pool Trustees and Trustee confirmations of purchases and sales.

(d) The Manager shall attend at least quarterly meetings (which, in the sole discretion of the Risk Pool Trustees, may be by telephone conference) with the Risk Pool Trustees or their designated staff to discuss the Account, the investment outlook for the Account, and coordination with the Trustee.

(e) The Risk Pool Trustees shall cause the Trustee to provide the Manager with an appraisal of the assets in the Account as of the last business or trading day of each quarter, together with a transaction statement for the quarter listing all transactions occurring during the quarter as well as opening and closing cash balances. This statement shall include any accrued income calculations and may be rendered on a settlement basis provided settlement occurs within the normal period required by the NASD or other applicable regulatory authority. The Manager shall be responsible for reconciliation of the Account with the Trustee on a quarterly basis, and shall promptly notify the Risk Pool Trustees of all unresolved material differences.

(f) The Manager shall promptly notify the Risk Pool Trustees in writing (i) of any change in the Manager's representations in this Agreement during the term of this Agreement; (ii) of any change in the key investment professionals providing services to the Account; (iii) of any change in the senior portfolio management team of the Account; (iv) of any change in approach to the management of the Account; (v) of any other material change in the Manager's business activities or circumstances, including changes affecting the Manager's equity capital; (vi) of any action taken by the Manager that is contrary to or inconsistent with this Agreement, including the Investment Policy; and (vii) of the commencement by any governmental regulatory or law enforcement agency of any investigation, examination or other proceeding directly involving the Manager, its owners, or employees, except such investigations, examinations or other proceedings as are routinely conducted in the ordinary course of the Manager's business.

(g) As soon as practicable after the close of each calendar year, the Manager shall certify to the Risk Pool Trustees that the Manager has not deviated from the Investment Policy. If the Manager is unable to provide such certification, the Manager shall provide the Risk Pool Trustees with a detailed written explanation of the reasons for the failure to provide the certification.

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(h) Prior to recommending or directing any investment for the Account with respect to which the Manager or any of its affiliates may receive a fee, discount, or other remuneration or benefit (including "soft dollars") from any person (including the entity selling or benefiting from the investment or any other third party such as a broker or fund manager), Manager shall identify and provide a written description to the Risk Pool Trustees of the arrangement with such person. In the event Manager fails to disclose any such arrangement in advance of any such investment, the amount of any such fee, discount, or other remuneration or benefit provided to or for the benefit of Manager or its affiliate shall be itemized and deducted from any fees otherwise payable to Manager pursuant to Section 5.

9. Information from the Risk Pool Trustees. The Risk Pool Trustees agree to furnish the Manager with such information and documentation as the Manager may reasonably require from time to time to enable it to carry out its obligations under this Agreement.

(a) The Risk Pool Trustees shall provide the Manager with a completed IRS Form W-9 or substitute form for the Trust upon request by the Manager.

(b) The Risk Pool Trustees shall provide with Manager with identification information required by the USA Patriot Act upon request by the Manager.

10. Confidentiality.

(a) The Manager shall maintain in strictest confidence the investment advice and information it furnishes to or receives from the Risk Pool Trustees in connection with this Agreement; provided, however, that the Manager shall be permitted to disclose or communicate to a proper party any information received from the Risk Pool Trustees or developed by the Manager under the terms of this Agreement, if such disclosure or communication is necessary to carry out the purposes of this Agreement or is required by law. Before such disclosure or communication, the Manager, unless prohibited by law, shall notify the Risk Pool Trustees of the information to be disclosed or communicated and the party to whom that information will be disclosed or communicated. The terms of this Section shall not be interpreted so as to prevent the Manager from providing investment advice to other clients who share comparable investment objectives with the Account, or to prohibit the Manager from utilizing the Manager's investment experience or performance with respect to the Account on an undisclosed basis for use in composite performance presentations.

(b) Manager shall not share information about this Agreement and the services provided hereunder with affiliates of the Manager, except as allowed by law, such as to provide customer service or protect the identity of the Risk Pool Trustees. Manager shall not allow its affiliated companies to use shared information for marketing purposes.

(c) The Manager shall not disclose the name, address, and security positions of the Trust or the Risk Pool Trustees to companies in which the Trust owns securities as part of the Account and that are registered in "nominee" or "street" name.

(d) The Manager hereby approves of periodic reports by the Risk Pool Trustees of the Manager's investment program and investment results hereunder, recognizing that such reports may be public records available to the media and the public.

11. Disputed Matters. In order to facilitate an efficient and economical resolution of any disputed matter arising under this Agreement, the parties hereto agree that prior to the instigation of litigation by either of the parties; they will use their best efforts to resolve such dispute by first mediating the dispute in good faith and second, by using such other alternative dispute resolution procedures (other than binding arbitration) as may be mutually agreed to by the parties from among the procedures provided in "Alternate Methods of Dispute Resolution," Texas Civil Practice and Remedies Code.

12. Insurance. During the term of this Agreement, the Manger shall procure and maintain insurance for the faithful performance of its duties under this Agreement and shall provide to the Risk Pool Trustees a certificate of insurance showing the Risk Pool and Trust as additional insureds under such insurance. Such insurance shall satisfy the requirements set forth on Exhibit D.

13. No Prohibited Interest. The Manager agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of the Manager shall execute the affidavit set forth on Exhibit E. The Manager understands and agrees that the existence of a prohibited interest during the term of this Agreement shall render the Agreement voidable.

14. Authority. Each of the parties to this Agreement represents that it is duly authorized and empowered to execute, deliver and perform this Agreement, that such action does not materially conflict with or violate any provision of law, rule or regulation, contract, deed of trust, or other instrument to which it is a party or to which any of its property is subject, and that this Agreement is a valid and binding obligation, enforceable against such party in accordance with its terms.

(a) The Manager shall from time to time certify to the Risk Pool Trustees and the Trustee the name of the person or persons authorized to act on its behalf and shall provide a specimen of his or their signatures. Any person so certified shall be an authorized representative of the Manager for purposes of this Agreement, and his authority to act on behalf of the Manager shall continue until notice to the contrary is given by the Manager and received by the Risk Pool Trustees and the Trustee.

(b) The Risk Pool Trustees may from time to time designate the person or persons to act on their behalf in giving instructions, directions, notices, or other communications to the Manager and shall certify the name of such person or persons to the Manager and provide a specimen of his or their signatures. The authority of any such person to act on behalf of the Risk Pool Trustees shall continue until notice to the contrary is given to the Manager.

15. Amendments and Waivers. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by the Risk Pool Trustees and the Manager, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. To the maximum extent permitted by law, (a) no waiver that may be given

by a party shall be applicable except in the specific instance for which it was given and (b) no notice to or demand on one party shall be deemed to be a waiver of any obligation of such party or the right of the party giving such notice or demand to take further action without notice or demand.

16. Successors and Assigns. This Agreement may not be assigned by any party hereto without the prior written consent of the other party; provided, that the Manager may assign its rights and duties hereunder in whole or in part to one or more of its affiliates, but no such assignment shall relieve Manager from its obligations hereunder in the event such assignee should fail to perform any of the obligations hereunder. Subject to the foregoing, all of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

17. Governing Law. This Agreement and the Exhibits hereto shall be governed by and interpreted and enforced in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas.

18. Counterparts. This Agreement may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. The parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile signatures which shall be deemed original signatures thereof.

19. Third Party Beneficiaries. No provision of this Agreement is intended to confer upon any person other than the parties hereto any rights or remedies hereunder; except that the provisions of Section 6(a) are intended for the benefit of the Indemnified Parties specified therein, and, in such case, the intended third party beneficiaries of such Section shall have the right to enforce such Section in their own names.

20. Entire Agreement. This Agreement and the documents, instruments and other agreements specifically referred to herein or delivered pursuant hereto or thereto set forth the entire understanding of the parties with respect to the Account. All Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement. Any and all previous agreements and understandings between or among the parties regarding the subject matter hereof, whether written or oral, are superseded by this Agreement.

21. Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

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22. Notices. Any notice, direction, instruction, acknowledgment, or other communication contemplated by this Agreement, including directions provided to the Trustee, shall be in writing. Such communications sent by U.S. mail shall be deemed duly given, made or delivered, when deposited in the mail, addressed to the recipient's address as provided below, and sent by certified or registered mail, postage prepaid. All other communications shall be deemed duly given when received by the recipient. Any writing contemplated herein shall include a writing by electronic means, including e-mail, electronic data transfer, and facsimile. To be valid, a communication must be addressed as follows:

(a) If to the Risk Pool Trustees, to:

Risk Pool Trustees
City of Plano
P.O. Box 860358
Plano, Texas 75086-0358
Attn: Mr. John McGrane, Finance Director
Facsimile: (972) 422-0318
Email: johnm@plano.gov

(b) If to the Trustee, to:

Wells Fargo Bank
1445 Ross Avenue, Suite 410
Dallas, Texas 75202
Attn: Jim Allen, Vice President
Phone: (214) 777-4009
Facsimile: (214) 740-1541
Email: jim.allen@wellsfargo.com

(c) If to the Manager, to:

Frost Bank
P.O. Box 2950
San Antonio, Texas 78299-2950
Attn: Mark Freeman, Executive VP
Phone: (800) 438-4891 Ext. 54364
Facsimile: (210) 220-5937
Email: mfreeman@frostbank.com

or to such other address or to the attention of such person or persons as the recipient party has specified by prior written notice to the sending party. If more than one method for sending notice as set forth above is used, the earliest notice date established as set forth above shall control.

23. Interpretation.

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(a) All captions contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

(b) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning. The meaning assigned to each defined term herein shall also apply for purposes of each Exhibit to this Agreement except as otherwise specified in the Exhibit.

(c) The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including Exhibits) and not to any particular provision of this Agreement. The word "include," "includes," and "including" when used in this Agreement shall be deemed to be followed by the words "without limitation," unless otherwise specified.

(d) When a reference is made in this Agreement to a Section, paragraph, or Exhibit, such reference is to a Section, paragraph, or Exhibit to this Agreement unless otherwise specified.

(e) A reference to any party to this Agreement or any other agreement or document shall include such party's predecessors, successors and permitted assigns.

(f) Reference to any law means such law as amended, modified, codified, replaced, or reenacted, and all rules and regulations promulgated thereunder.

(g) The parties have participated jointly in the negotiation and drafting of this Agreement. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation hereof.

IN WITNESS WHEREOF, the Risk Pool Trustees and the Manager have caused this Trust Agreement to be executed by their respective duly authorized representatives on this _____ day of _____, 2008 effective as of the Effective Date.

RISK POOL TRUSTEES

[Name]

[Name]

[Name]

MANAGER

THE FROST NATIONAL BANK, N.A.

By: _____

Title: _____

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 1 of 28)

**CITY OF PLANO
SECTION 115 TRUST**

Effective as of March 1, 2008

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 2 of 28)

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 4 of 28)

THIS TRUST AGREEMENT is made and entered into at as of the Effective Date by and among the City, the Risk Pool, the City in its capacity as Plan Administrator, and the Section 115 Trustee.

RECITALS

WHEREAS, the City has established the Plan and, pursuant to Chapter 172, has established the Risk Pool for the purpose of funding certain benefits under the Plan;

WHEREAS, the Plan Administrator is responsible for administering the Plan;

WHEREAS, pursuant to the terms of the Plan and Chapter 172, the City and the Risk Pool Trustees are authorized to enter into this Trust Agreement for purposes of funding certain Plan benefits under the Risk Pool, including health benefits for eligible retirees and their dependents;

WHEREAS, the City and the Risk Pool intend that the Trust created by this Trust Agreement shall be part of the Risk Pool, that the Trust shall be classified as an ordinary trust pursuant to Treasury regulation section 301.7701-4(a), and that the income of the Trust shall be excluded from the gross income of the Risk Pool and the Employers (including the City) pursuant to Code section 115(1); and

WHEREAS, the City and the Risk Pool wish the Section 115 Trustee to hold and administer the Trust Fund, and the Section 115 Trustee is willing to hold and administer the Trust Fund pursuant to the terms of this Trust Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein, the City, Risk Pool, Plan Administrator, and Section 115 Trustee agree as follows:

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 5 of 28)**ARTICLE I. DEFINITIONS AND INTERPRETATION****1.01 Definitions**

(a) “Affiliate” means an agency or instrumentality constituting an integral part of the City, an organization described in Code section 501(c)(3) which is affiliated with the City and whose income is excluded from gross income under Code section 115(l), or a separate political subdivision (within the meaning of Treasury Regulation section 1.103-1(b)) which is affiliated with the City; provided that no entity shall be considered an Affiliate if such entity’s participation in the Plan would cause the Plan to cease to be a “governmental plan” as defined by section 3(32) of ERISA or if such entity’s participation in the portions of the Plan funded by the Trust would cause any income of the Trust not to be excludable from gross income under section 115(1) of the Code.

(b) “Chapter 172” means Chapter 172 of the Texas Local Government Code, as amended.

(c) “City” means the City of Plano, Texas.

(d) “Code” means the Internal Revenue Code of 1986, as amended.

(e) “Council” means the elected governing authority of the City.

(f) “Effective Date” means March 1, 2008.

(g) “Employer” means the City and each Affiliate of the City which is an “Employer” under the terms of the Plan.

(h) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

(i) “Investment Manager” means an investment manager appointed by the Risk Pool Trustees in accordance with Section 4.04.

(j) “Participant” means a “Participant” in the portions of the Plan that are funded through the Trust, as such term is defined by the Plan.

(k) “Plan” means the City of Plano Welfare Benefit Plan (including all schedules, appendices, and instruments incorporated by reference herein), as amended from time to time.

(l) “Plan Administrator” means the applicable “Plan Administrator” of the portions of the Plan that are funded through the Trust, as such term is defined by the Plan.

(m) “Risk Pool” means the risk pool (as defined by Chapter 172) established by the City pursuant to the terms of the Plan.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 6 of 28)

(n) “Risk Pool Trustees” means the trustees of the Risk Pool who are appointed by the City pursuant to the Plan.

(o) “Section 115 Trustee” means the trustee who executes this Trust Agreement and any successors to such trustee.

(p) “Term” means the period commencing on the Effective Date and ending on the day before the third anniversary of the Effective Date; provided that the Term shall be extended for an additional one-year period beginning on the third anniversary of the Effective Date unless a party hereto provides notice to the other parties at least ninety (90) days in advance of such third anniversary of its intent to terminate the Term as of the day before such third anniversary; and further provided that if not earlier terminated, the Term shall be extended for an additional one-year period beginning on the fourth anniversary of the Effective Date unless a party hereto provides notice to the other parties at least ninety (90) days in advance of such fourth anniversary of its intent to terminate the Term as of the day before such fourth anniversary.

(q) “Trust” means the City of Plano Section 115 Trust as established pursuant to this Trust Agreement and as amended from time to time.

(r) “Trust Agreement” means this instrument, as amended from time to time.

(s) “Trust Fund” All money and property, of every kind and character, including principal and income, held by the Section 115 Trustee under the Trust.

1.02 Interpretation

(a) All references herein to “Article” or “Section” shall mean the appropriate Article or Section of this Trust Agreement, unless otherwise required by the context.

(b) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Trust Agreement as a whole (including all schedules and appendices hereto) and not to any particular provision of the Trust Agreement. The word “including” and words of similar import when used in this Trust Agreement shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive.

(c) The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Trust, nor in any way shall affect the Trust Agreement or the construction of any provision thereof.

(d) If there is no Risk Pool or if the Risk Pool terminates or is dissolved, all references herein to the Risk Pool shall be deemed to refer to the City, and all references herein to the Risk Pool Trustees shall be deemed to refer to the City Manager of the City.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 7 of 28)**ARTICLE II. CONTRIBUTIONS TO THE TRUST FUND****2.01 Receipt of Contributions**

The Employer shall deliver to the Section 115 Trustee the amounts of money, and the property other than money, that are contributed to the Trust Fund by the Employer and, if applicable, by Participants. The Employer in its sole discretion shall determine when such deliveries occur (but shall endeavor to deliver any such contributions, if any, not later than the end of the Trust fiscal year following the Trust fiscal year in which the amounts are segregated from the general assets of the Employer and designated as contributions to the Trust Fund). Nothing herein shall be construed to require the Employers or the Risk Pool to fund benefits under the Plan through the Trust or to contribute any particular amount to the Trust Fund, and the amount of any such contributions, if any, shall be determined in the sole discretion of the Employers.

2.02 Obligations of the Section 115 Trustee

The Section 115 Trustee shall be accountable for all contributions delivered to it pursuant to Section 2.01. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested, and administered by the Section 115 Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income. The Section 115 Trustee shall have no duty to determine that the amounts received comply with the provisions of the Plan or that the Trust Fund is adequate to provide the benefits stipulated in the Plan. The Section 115 Trustee shall have no duty, expressed or implied, to compel any contribution by an Employer, but shall be responsible only for property received by the Section 115 Trustee under this Trust Agreement.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 8 of 28)**ARTICLE III. PAYMENTS FROM THE TRUST FUND****3.01 Payments Directed by the Plan Administrator**

Payments shall be made from the Trust Fund by the Section 115 Trustee only by written direction of the Plan Administrator or by written direction of one or more of the persons authorized in writing by the Plan Administrator to give the instructions. The Section 115 Trustee shall be fully protected in making payments from the Trust Fund in accordance with the Plan Administrator's directions. The Section 115 Trustee shall have no responsibility to see to the application of the payments or to ascertain whether any directions of the Plan Administrator comply with the terms of the Plan. The Section 115 Trustee shall have no liability under this Trust for actions taken on payments from the Trust Fund when following the Plan Administrator's directions, or for any failure to act in the absence of direction by the Plan Administrator.

3.02 Essential Government Function

The income of the Trust shall accrue to the benefit of the Risk Pool, the City, and the Employers for the purpose of performing an essential government function (or an exempt function in the case of an Employer which is an eligible Code section 501(c)(3) organization): providing benefits under the Plan to Participants. Notwithstanding anything herein to the contrary, except for incidental benefits to Participants, no part of the net earnings of the Trust shall inure to the benefit of any private person.

3.03 Impossibility of Diversion

Except as provided in Section 8.03, it shall be impossible at any time for any part of the principal or income of the Trust Fund to be used for or diverted to purposes other than providing benefits to the Participants and paying taxes and administrative expenses of the Plan and Trust in accordance with Sections 5.02 and 5.03. Except as provided in Section 8.03 or in subsections (a) or (b) below, the Employers shall have no beneficial interest in the Trust Fund or any part thereof, and no part of the Trust Fund shall ever revert or be repaid to an Employer.

(a) If the income of the Trust is not or ceases to be excludable under Code section 115(1), then upon receipt of written directions from the Risk Pool Trustees to do so, the Section 115 Trustee shall pay over to the Employers the net assets then held under the Trust Fund, after having first deducted therefrom all expenses, fees and taxes then accrued. The immediately preceding sentence shall be void and have no effect if it would, in and of itself, cause the income of the Trust to fail to be excludable under Code section 115(1).

(b) If a contribution is made to the Trust Fund based on a mistake of fact, the Section 115 Trustee shall, upon written notification from the Employer which made such contribution, return such contribution to the Employer.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 9 of 28)**ARTICLE IV. INVESTMENT OF THE TRUST FUND****4.01 Investment Authority**

The Trust Fund may be invested and reinvested without distinction between principal and income. The Section 115 Trustee shall invest the Trust Fund in accordance with the Texas Public Funds Investment Act of 1987 (Subchapter A, Chapter 2256, of the Texas Government Code) to the extent such act is applicable to the Risk Pool and the Trust and is not inconsistent with Chapter 172; provided, however, that investments shall not be limited to those authorized by such act but shall include, in addition to such investments, any investment authorized by the Texas Trust Code (Subtitle B, Title 9, Property Code). To avoid the possibility of doubt and notwithstanding anything herein to the contrary, the Section 115 Trustee may invest the Trust Fund in any investment authorized by the Texas Trust Code. Subject to the foregoing and the Section 115 Trustee's obligations under Sections 4.03 and 4.04:

(a) the Section 115 Trustee is authorized to retain or sell property contributed to the Trust Fund and to invest and maintain investment of part or all of the Trust Fund in any common or preferred stocks, bonds (including United States retirement plan bonds), common or pooled stock funds or mutual funds, whether managed by the Section 115 Trustee or others, insurance contracts, notes, debentures, mortgages, or any other property, whether real, personal or mixed and regardless of where located, in the same manner that a prudent man would do under similar circumstances with due regard for the purposes of the portion of the Plan funded by the Trust;

(b) the Section 115 Trustee may hold a reasonable portion of the Trust Fund in cash pending investment or payment of expenses or benefits; and

(c) the Section 115 Trustee shall keep cash, other than cash held under subsection (b) above, earning a reasonable interest rate in accounts in any banking or similar financial institution which is supervised by the United States or a State or in demand notes and interests in demand notes, Treasury Bills, short-term negotiable commercial paper, or similar short-term investment funds.

4.02 Establishment of Trust Funding Policy

With respect to the portions of the Plan funded by the Trust, the Risk Pool Trustees shall establish and carry out a funding policy consistent with the purposes of such portions of the Plan and the requirements of applicable law. The funding policy may be changed by the Risk Pool Trustees as appropriate. As part of the funding policy, the Risk Pool Trustees shall direct the Section 115 Trustee and any applicable Investment Manager(s) to exercise its investment discretion to provide sufficient cash assets in an amount determined by the Plan Administrator and the Risk Pool Trustees, under the funding policy then in effect, to be necessary to meet the liquidity requirements for the administration of the portions of the Plan funded by the Trust.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 10 of 28)**4.03 Section 115 Trustee's Adherence to Trust Funding Policy**

To the extent all investment responsibility for the Trust Fund has not been delegated to Investment Manager(s), the discretion of the Section 115 Trustee in investing and reinvesting the principal and income of the Trust Fund shall be subject to the funding policy, and any changes in the funding policy that the Risk Pool Trustees may adopt in accordance with Section 4.02 and communicate to the Section 115 Trustee in writing. It is the duty of the Section 115 Trustee to act strictly in accordance with the funding policy, and any changes in the funding policy, that are communicated to the Section 115 Trustee by the Risk Pool Trustees in writing.

4.04 Investment Manager

The Risk Pool Trustees may appoint, in writing, one or more Investment Manager(s) to whom is delegated the authority to manage, acquire, invest, or dispose of all or any part of the Trust Fund. Such appointment and delegation shall be evidenced by a written agreement pursuant to which the Investment Manager agrees to assume fiduciary responsibility for the investment of all or a portion of the Trust Fund and to comply with the funding policy established in accordance with Section 4.02. With regard to the assets entrusted to the care of an Investment Manager, the Investment Manager shall provide written instructions and directions to the Trustee regarding the investment of such assets, and, notwithstanding anything herein to the contrary, the Trustee shall be entitled to rely upon and shall invest such assets in accordance with such direction. The Trustee shall have no power to invest, acquire, hold, dispose of, borrow or exercise any rights incident to the ownership of assets entrusted to the care of an Investment Manager except at the direction of the Investment Manager.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 11 of 28)**ARTICLE V. POWERS OF TRUSTEE****5.01 Powers**

The Section 115 Trustee, in addition to all powers and authorities under common law, statutory authority, and other provisions of this Trust Agreement, shall have the following powers and authorities. Subject to the provisions of Section 4.04, such powers and authorities shall be exercised in the Section 115 Trustee's sole discretion.

(a) Acquire and hold property. To purchase, or subscribe for, any securities or other property and to retain the same in trust.

(b) Dispose of property. To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Section 115 Trustee, by private contract or at public auction. Any sale or other disposition may be made for cash or upon credit, or partly for cash and partly upon credit. No person dealing with the Section 115 Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any sale or other disposition by the Section 115 Trustee.

(c) Exercise rights under securities. To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options, and to make any incidental payments; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any related assessments or charges; and generally to exercise any of the powers of an owner of the stock, bonds, securities, or other property held as part of the Trust Fund.

(d) Hold securities through nominees. To cause any securities or other property held as part of the Trust Fund to be registered in the Section 115 Trustee's own name(s) or in the name of one or more of the Section 115 Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Section 115 Trustee shall at all times show that all the investments are part of the Trust Fund.

(e) Borrow funds. To borrow or raise money for the purposes of the Trust in the amount, and upon the terms and conditions, that the Section 115 Trustee deem advisable. For any borrowed sum, the Section 115 Trustee may issue a promissory note as Section 115 Trustee, and may secure the repayment of any borrowed funds by pledging all, or any part, of the Trust Fund. No person lending money to the Section 115 Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing.

(f) Hold cash. To keep any portion of the Trust Fund in cash or cash balances that the Section 115 Trustee may, at various times, deem to be in the best interests of this Trust,

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 12 of 28)

without liability for interest on the cash, notwithstanding that the Trustee or an affiliate of the Trustee may benefit directly or indirectly from such uninvested amounts. It is acknowledged that the Trustee's handling of such amounts is consistent with usual and customary banking and fiduciary practices, and any earnings realized by the Trustee or its affiliates will be compensation for its bank services in addition to its regular fees.

(g) Hold certain property temporarily. To accept and retain, for a period of time that the Section 115 Trustee deem advisable, any securities or other property received or acquired by it as Section 115 Trustee, whether or not the securities or other property would normally be purchased as investments under this Trust.

(h) Execute instruments. To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers granted in this Trust.

(i) Settle claims. To settle, compromise, or submit to arbitration any claims, debts, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings.

(j) Employ agents. To employ suitable agents, attorneys, accountants, custodians and financial counsel, and other persons (any of whom may also render services to the Plan and any Employer) reasonably necessary for the proper administration of the Trust Fund, and to pay their reasonable expenses and compensation.

(k) Acquire foreclosed real estate. To acquire real estate by purchase, exchange, or as the result of any foreclosure, liquidation, or other salvage of any investment previously made under this Trust ("foreclosed real estate"); to hold the foreclosed real estate in the manner and upon the terms that the Section 115 Trustee deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years the foreclosed real estate or any other real estate constituting a part of the Trust Fund, upon the terms and conditions that the Section 115 Trustee deem proper, using other trust assets for any of the purposes if deemed advisable.

(l) Invest in savings accounts. To invest funds of the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest.

(m) Invest in government obligations. To invest in Treasury Bills and other forms of United States government obligations.

(n) Exercise conversion and subscription rights. If any bonds, notes, stocks, or other securities held by the Section 115 Trustee shall entitle the holder to an option or privilege to convert it into bonds, notes, stocks, or other securities, or if the right or privilege is given to the holder to subscribe for additional or other bonds, notes, stocks, or other securities, the Section 115 Trustee is authorized to exercise the options, rights and privileges from time to time and to

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 13 of 28)

make the conversions and subscriptions, to make the required payment, and to hold the acquired securities as investments of the Trust Fund.

(o) Invest in certificates of deposit. To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations.

(p) Necessary and implied powers. To do all acts, take all actions, and exercise all rights and privileges, although not specifically mentioned in this section, that the Section 115 Trustee deem necessary to administer the Trust Fund, and to carry out the purposes of this Trust.

5.02 Compensation and Expenses.

(a) The Section 115 Trustee shall be entitled to reasonable compensation for services rendered under this Trust Agreement as trustee of the Trust in accordance with the fee schedule set forth as Appendix A.

(b) The Plan Administrator shall be entitled to reasonable compensation for services rendered with respect to the portions of the Plan funded by the Trust and to reimbursement of all reasonable and necessary taxes and expenses (including reasonable fees for agents, attorneys, accountants, custodians and other persons rendering services to the Plan Administrator) incurred in connection with the discharge of its responsibilities with respect to such portions of the Plan. The Risk Pool Trustees shall determine whether the compensation and expenses of the Plan Administrator are payable hereunder and shall provide written direction to the Section 115 Trustee with respect to such payments.

(c) Each Investment Manager, if any, shall be entitled to reasonable compensation for services rendered under this Trust Agreement in accordance with the written appointment agreement for such Investment Manager.

(d) An individual serving as Section 115 Trustee and/or Plan Administrator who already receives full-time compensation from the Employer shall not receive compensation from the Trust except for reimbursement of expenses properly and actually incurred.

(e) Any compensation and/or reimbursement payable in accordance with the foregoing shall be paid from the Trust Fund unless first paid by the Employer without reservation of a right of reimbursement from the Trust.

5.03 Taxes paid from Trust Fund.

All taxes of any and all kinds that may be levied or assessed under any applicable State or Federal laws upon the Trust Fund or its income (excluding taxes, if any, upon benefits paid to Participants or their beneficiaries, heirs, executors, administrators or assigns) shall be paid from the Trust Fund.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 14 of 28)

ARTICLE VI. TRUSTEE DUTIES

6.01 Standard of Care

The Section 115 Trustee shall discharge its duties under this Trust solely in the interest of Participants and their beneficiaries and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Plan and the Trust, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. Nothing contained in this Trust shall, nor shall be construed to, reduce the standard of care or any responsibility, obligation, or duty imposed on the Section 115 Trustee under Chapter 172 or any other applicable law.

6.02 Accounts and Records

(a) Maintenance of accounts and records. The Section 115 Trustee shall maintain accurate and detailed records and accounts of all properties of the Trust Fund and all investments, receipts, disbursements, and other transactions under this Trust. The Trustee shall take all necessary steps to secure such records and accounts from the risk of fire, storm, theft, unauthorized access, or any other potential casualty or misappropriation.

(b) Inspection and audit. All the accounts, books, and records of the Trust shall be open at all reasonable time to inspection and audit by the Risk Pool Trustees or a representative thereof properly designated by the Risk Pool Trustees. The Section 115 Trustee shall, at the written direction of the Risk Pool Trustees, submit the accounts, books, and records of the Trust to auditors designated by the Risk Pool Trustees.

(c) Submission of quarterly reports. Within fifteen (15) business days following the close of each fiscal quarter of the Trust, the Section 115 Trustee shall file with the Risk Pool Trustees (and provide copies to the Plan Administrator and the City) a written report setting forth all investments, receipts, disbursements, and other transactions carried out by the Trust during the period. Transactions may be reported on a settlement basis provided settlement occurs within the normal period required by the NASD or other applicable regulatory authority. The report shall include a listing of the Trust Fund assets and the fair market value of the Trust Fund assets at the end of the period and any other information required under Chapter 172 and other applicable laws.

(d) Approval of quarterly reports. The Risk Pool Trustees may approve any quarterly accounting by the Section 115 Trustee by giving the Section 115 Trustee written notice of the approval. Failure by the Risk Pool Trustees to disapprove the quarterly accounting within ninety (90) days after its receipt shall be deemed an approval. The Section 115 Trustee shall have the right at its own expense to have the accounts settled by judicial proceedings if so elected.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 15 of 28)

(e) Attendance at quarterly meetings. The Section 115 Trustee shall attend at least quarterly meetings (which, in the sole discretion of the Risk Pool Trustees, may be by telephone conference) with the Risk Pool Trustees or their designated staff to discuss the Trust and coordination with any designated Investment Managers for the Trust.

6.03 Limitation on Section 115 Trustee's Liability

The Plan Administrator shall administer the Plan as provided therein (including making all determinations as to the right of any person to benefits under the Plan), and the Section 115 Trustee shall not be responsible in any respect for administering the Plan, nor shall the Section 115 Trustee be responsible for the adequacy of contributions to the Trust Fund to meet or discharge any payments or liabilities under the Plan or for the investment of any portion of the Trust Fund for which an Investment Manager is appointed. The Section 115 Trustee shall be entitled conclusively to rely upon any notice, instruction, direction, or other communication of the City, the Employers, the Plan Administrator, the Investment Manager(s), and/or the Risk Pool Trustees.

6.04 Indemnification and Release.

The Section 115 Trustee shall indemnify and hold harmless the City, the Employers, the Plan, the Risk Pool, and the Risk Pool Trustees from and against any and all loss, damage, penalty, liability, cost, and expense (including reasonable attorneys' fees and disbursements) that may be incurred by, imposed upon, or asserted against any of the foregoing by reason of any claim, regulatory proceeding, or litigation arising from the Section 115 Trustee's negligence, bad faith, error, mistake, breach of fiduciary duty, or material breach of this Agreement, which causation shall be determined without regard to the characterization of a claim by the applicable court or agency.

The City, the Employers, the Risk Pool, and the Risk Pool Trustees shall release the Section 115 Trustee from and against any and all loss, damage, penalty, liability, cost, and expense (including reasonable attorneys' fees and disbursements) that may be incurred by, imposed upon, or asserted against the Section 115 Trustee by reason of its taking action pursuant to a direction, notice, writing or consent contemplated herein or its failing to act in the absence of such a direction, notice, writing or consent, unless such action or failure to act constitutes negligence of the Section 115 Trustee.

6.05 Insurance

For the duration of this Agreement, the Section 115 Trustee shall procure and maintain insurance for the faithful performance of its duties under this Trust Agreement and shall provide to the Risk Pool Trustees a certificate of insurance showing the Risk Pool and Trust as additional insureds under such insurance. Such insurance shall satisfy the requirements set forth on Appendix B.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 16 of 28)

6.06 No Prohibited Interest

The Section 115 Trustee agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of the Section 115 Trustee shall execute the affidavit set forth on Appendix C. The Section 115 Trustee understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 17 of 28)

ARTICLE VII. TRUSTEE APPOINTMENT, REMOVAL, AND RESIGNATION

7.01 Removal

The Risk Pool Trustees may remove the Section 115 Trustee at any time after the end of the Term by giving at least ninety (90) days' written notice of the intended action to the Section 115 Trustee and the City; provided that such removal may be effective as of the date notice is provided (or any other agreed date) if agreed in writing by the Section 115 Trustee.

In the event of a material breach of this Trust Agreement by the Section 115 Trustee, the Risk Pool Trustees may remove the Section 115 Trustee during the Term by giving at least thirty (30) days' written notice of the intended action to the Section 115 Trustee; provided that such removal shall not be effective if such breach is cured prior to the effective date of the removal. The Section 115 Trustee may not be involuntarily removed during the Term except in accordance with this Section or Section 8.04.

7.02 Resignation

The Section 115 Trustee may resign at any time after the end of the Term by giving at least ninety (90) days' written notice of the intended action to the City and the Risk Pool Trustees; provided that such resignation may be effective as of the date notice is provided (or any other agreed date) if agreed in writing by the Risk Pool Trustees.

In the event of a material breach of this Trust Agreement by the City, Risk Pool Trustees, or Plan Administrator, the Section 115 Trustee may resign during the Term by giving at least thirty (30) days' written notice of the intended action to the City and the Risk Pool Trustees; provided that such resignation shall not be effective if such breach is cured prior to the effective date of the resignation. The Section 115 Trustee may not resign during the Term except in accordance with the immediately preceding sentence of this paragraph.

7.03 Report by Section 115 Trustee.

On the removal or resignation of the Section 115 Trustee, the Section 115 Trustee shall within ninety (90) days following the effective date of the removal or resignation, file with the Risk Pool Trustees (and provide copies to the Plan Administrator and the City) (a) a written statement of accounts and proceedings concerning the acts of the Section 115 Trustee with respect to the Trust Fund since the date of the last annual statement and report of the Section 115 Trustee and (b) any other report or information required by Chapter 172 or other applicable law.

7.04 Successor Section 115 Trustee.

(a) Appointment and powers. On the removal or resignation of the Section 115 Trustee, a successor shall be appointed by the Risk Pool Trustees. The successor Section 115 Trustee shall have the same rights, duties, powers (including, but not limited to, discretionary

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 18 of 28)

powers), and immunities as the predecessor Section 115 Trustee being succeeded. Any resigning or removed Section 115 Trustee shall execute all documents and do all acts necessary to vest the rights, duties, and powers in the successor Section 115 Trustee.

(b) Limitation on liability. In no event shall any such successor Section 115 Trustee be liable on account of any act or failure to act of any predecessor Section 115 Trustee or have any duty to make any inquiry or investigation as to any act or omission occurring prior to the appointment of the successor Section 115 Trustee. Each successor Section 115 Trustee shall demonstrate acceptance of this Trust by executing this Trust Agreement or an addendum to this Trust Agreement.

(c) Transfer and statement of expenses. A resigning or removed Section 115 Trustee shall transfer and deliver all of the assets of the Trust Fund to the successor Section 115 Trustee, and shall promptly forward to the Risk Pool Trustees an itemized statement setting forth any expenses and other sums that it is entitled to be paid under the provisions of this Trust Agreement.

(d) Corporate trustee. If a corporate Section 115 Trustee at any time merges or consolidates with, or sells or transfers substantially all of its assets and business to, another corporation, the corporation resulting from or surviving the merger or consolidation or the transferee corporation, as the case may be, shall then become the successor Section 115 Trustee without necessity for appointment to the position.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 19 of 28)**ARTICLE VIII. AMENDMENT AND TERMINATION****8.01 Amendment**

The City may amend this Trust Agreement from time to time, in whole or in part, without notice to any party by resolution of the Council or by written action of a delegate thereof who is specifically authorized by resolution of the Council to amend the Trust Agreement; provided, however, that no amendment that affects the rights or duties of the Section 115 Trustee may be made without the written consent of the Section 115 Trustee.

8.02 Termination

The City may terminate this Trust at any time by resolution of the Council. The City shall provide written notice of the termination to the Section 115 Trustee; provided that failure to provide such notice shall not affect the termination effective date.

8.03 Payment of Funds on Liquidation

(a) Priority of payment. Upon the termination of the Trust, the affairs of the Trust shall be wound up as soon as may be reasonably practicable and the Trust Fund, or the liquidation proceeds of the Trust Fund, shall be paid out and distributed by the Section 115 Trustee in the following order unless a judgment or decree of a court of competent jurisdiction or any applicable law shall mandate a contrary application or unless a contrary application is required for the income of the Trust to be excluded under Code section 115(l).

(i) Administration expenses. First, to the payment of all compensation, expenses, and taxes payable in accordance with Sections 5.02 and 5.03.

(ii) Payment of benefits. Second, to the payment of Plan benefits to Participants and their beneficiaries and to other eligible recipients of Plan benefits as the Plan Administrator shall direct the Section 115 Trustee in writing.

(iii) Distribution to Employers. Third, to the Employers in proportion to their respective contributions (as the Risk Pool Trustees shall direct the Section 115 Trustee in writing) for a public purpose (or for an exempt purpose in the case of an Employer which is an organization described in Code section 501(c)(3) whose income is excluded from gross income under Code section 115(l)).

(iv) Distribution to eligible recipients. Fourth, any remaining Trust Fund assets, if any, shall be distributed to one or more Affiliates or other political subdivisions (as the Risk Pool Trustees shall direct the Section 115 Trustee in writing) for a public purpose (or for an exempt purpose in the case of an organization described in Code section 501(c)(3) whose income is excluded from gross income under Code section 115(l)).

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 20 of 28)

(b) Limitation on liability. Upon making the payments in accordance with subsection (a), the Section 115 Trustee shall be relieved from all further liability for all amounts paid under this Section.

8.04 Liquidation powers

From and after the date of the termination of the Trust and until the final distribution of the Trust Fund has been completed, the Section 115 Trustee shall continue to have all of the powers provided under this Trust that may be necessary or expedient for the orderly liquidation and distribution of the Trust Fund. The Section 115 Trustee shall be deemed removed upon the completion of the final distribution of the Trust Fund and shall provide the report required by Section 7.03 within ninety (90) days after such deemed removal.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 21 of 28)

ARTICLE IX. OTHER PROVISIONS

9.01 Limited Effect of Plan and Trust

Neither the establishment of the Plan nor the Trust nor any modification therefor, not the creation of any fund or account, nor the payment of any benefits, shall be construed as giving to any Participant or any other person any legal or equitable right against the Section 115 Trustee, the Plan Administrator, the Risk Pool, the Employers, or any officer, employee, or representative thereof, except as may otherwise be specifically provided in the Plan or in the Trust.

9.02 Protective Clause

None of the Section 115 Trustee, Plan Administrator, Employers, or Risk Pool shall be responsible for the validity of any contract of insurance issued in connection with the Plan or Trust or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part. None of the Section 115 Trustee, Plan Administrator, Employers, or Risk Pool in any way guarantees the payment of any benefit which may be or become due to any person under the Plan.

9.03 Nonalienation

The benefits payable from this Trust under the Plan are intended for the payment of benefits for the persons entitled to them under the Plan, and, except as specifically provided in the Plan, (a) shall not be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, or seizure and (b) shall not be subject in any manner to attachment, lien, or other process to secure payment of the debts and obligations of the persons to whom they are or may become payable, including but not limited to any debts or obligations having their origin in matters relating to marital relationships, alimony, or child support.

9.04 Governing Law

The validity and effect of the Trust and the rights and obligations of the Section 115 Trustee, Risk Pool, City, Employers, Plan Administrator, and all other persons affected by this Trust shall be construed and determined in accordance with the laws of the State of Texas without giving effect to the conflicts of laws principles thereof.

9.05 Severability

If any provision of this Trust is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of the Trust, and the Trust shall be construed and enforced as if such invalid or unenforceable provision had not been included herein. In the event that the making of any payment or the provision of any other benefit required under the Trust is held to be in conflict with or in violation of any State or Federal statute, rule, or decision or otherwise

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 22 of 28)

invalid or unenforceable, such conflict, violation, invalidity, or unenforceability shall not prevent any other payment or benefit from being made or provided under the Trust, and in the event that the making of any payment in full or the provision of any other benefit required under the Trust in full would be in conflict with or in violation of any State or Federal statute, rule or decision or otherwise invalid or unenforceable, then such conflict, violation, invalidity or unenforceability shall not prevent such payment or benefit from being made or provided in part, to the extent that it would not be in conflict with or in violation of any State or Federal statute, rule or decision or otherwise invalid or unenforceable, and the maximum payment or benefit that would not be in conflict with or in violation of any State or Federal statute, rule or decision or otherwise invalid or unenforceable, shall be made or provided under the Trust.

9.06 Notices and Writing Requirement

Notices, reports, and statements sent by regular mail shall be deemed duly given, made or delivered, when deposited in the mail, addressed to the recipient's last known address. Any writing contemplated herein shall include a writing by electronic means, including e-mail, electronic data transfer and facsimile.

9.07 Binding Effect

This Trust shall be binding upon all persons having or claiming to have any interest under the Plan or this Trust, their heirs, executors, administrators, conservators and assigns, and upon the City, the Employers, the Risk Pool, the Section 115 Trustee, and their respective successors and assigns.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 23 of 28)

IN WITNESS WHEREOF, the City, Risk Pool, Plan Administrator, and Section 115 Trustee have caused this Trust Agreement to be executed by their respective duly authorized representatives on this _____ day of _____, 2008.

CITY OF PLANO

By: _____

Title: _____

RISK POOL

By: _____

Title: _____

CITY OF PLANO, AS PLAN ADMINISTRATOR

By: _____

Title: _____

TRUSTEESHIP ACCEPTED on this _____ day of _____, 2008.

TRUSTEE

WELLS FARGO BANK, N.A.

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By: _____

Title: _____

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 24 of 28)**Appendix A for Attachment 1 (Pg. 1 of 1)****INSTITUTIONAL TRUST SERVICES - TRUST AND CUSTODY FEE SCHEDULE
City of Plano**EFFECTIVE: August 26, 2007

		<u>FEE PER ANNUM</u>
<u>TRUSTEE/CUSTODY SERVICE FEES</u>		
Administration		
Asset Based Market Value Fee	First \$10 million	0.2 (20 basis points)
	Next \$20 million	0.15 (15 basis points)
	Next \$20 million	0.1 (10 basis points)
	Over \$50 million	0.05 (5 basis points)
	Base Fee for Domestic Assets, ADRs and Mutual Funds	\$ 2,000.00
or	Base Fee for Global Securities, Domestic Assets and Mutual Funds	\$ 4,000.00
	MINIMUM ANNUAL FEE	\$ 10,000.00
	Web-Based On-Line	\$ 750.00

<u>TRANSACTION/ASSET MAINTENANCE FEES</u>		<u>CHARGE PER TRANSACTION/ASSET</u>
Domestic Depository Settlements (& ADRs)	\$	15.00
Global Settlements	\$	25.00
Mutual Fund Settlements	\$	15.00
Manual Physical Settlements	\$	50.00
ACH/Checks	\$	5.00
Wires	\$	10.00

NOTES:

There is no fund settlement transaction charge for assets held in a Wells Fargo Fund.

There is no charge for the collection of interest income and dividends.

FLOAT DISCLOSURE

Wells Fargo will receive compensation (so-called "Float") from the use of uninvested funds by Wells Fargo or its affiliates which accrues on payments made from your account (such as distributions and expense payments) and on contributions or other funds received too late in the day to be invested same-day for your account. Float on distribution payments begins to accrue as of the check date, when funds are transferred to a separate check clearing account, and ends on the date the check clears against this separate account or is returned to your account, if the account governing document so provides. Periodic payments, such as pension checks, are generally mailed five business days before the actual date on the check. In these instances, funds are not transferred to the separate check clearing account, and consequently Float does not begin to accrue, until the check date (i.e., five days from the mail date). Nonperiodic payments are generally mailed on check date. Earnings on the Float depend on the specific investment, the current rate, which is generally the Federal Funds rate or a money market rate, and the period of time during which the funds are available. The handling of uninvested cash by Wells Fargo is consistent with usual and customary banking and fiduciary practices, and any float earnings realized by Wells Fargo or any affiliate will be compensation for its services in addition to those reflected in this schedule.

EXTRAORDINARY SERVICES

Wells Fargo may be entitled to additional fees for extraordinary services necessary to administer your account or as required by the account governing documents, company or regulatory authorities. The time spent by Wells Fargo and any applicable additional fees will be discussed with you in advance of the work being completed.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 25 of 28)

Appendix B for Attachment 1 (Pg. 1 of 3)

INSURANCE REQUIREMENTS

The insurance required by Section 6.05 shall satisfy the following requirements.

1. The insurance company providing the coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors, and must be acceptable to the Risk Pool Trustees.
2. The insurance coverage must satisfy all applicable requirements of the Texas Department of Insurance and the Texas Insurance Code.
3. The insurance must, at a minimum, provide the following types and amounts of coverages and must contain the following provisions.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; OR \$1,000,000 combined single limits	Trust and Risk Pool Trustees to be listed as additional insureds and provided 30-day notice of cancellation or material change in coverage.
Professional Liability	\$500,000 each occurrence, \$1,000,000 general aggregate	Trust and Risk Pool Trustees to be listed as additional insureds and provided 30-day notice of cancellation or material change in coverage.

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 26 of 28)

Appendix B for Attachment 1 (Pg. 2 of 3)

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YY) 04/29/07
ISSUER Wells Fargo Insurance Services Southeast, Inc. 1100 Johnson Ferry Road Suite 250 Atlanta, GA 30342			1-404-531-5400 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			COMPANIES AFFORDING COVERAGE
INSURED Wells Fargo & Company and Its Subsidiaries including Wells Fargo Bank, N.A. Wells Fargo Center (MAC #9305-144) Sixth & Marquette Minneapolis, MN 55479			COMPANY A Superior Guaranty Insurance Co. of Vermont			COMPANY B (Reinsured by Steadfast Insurance Company)
			COMPANY C			COMPANY D
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CD LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROF				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTO <input type="checkbox"/> SCHEDULED AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTO				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$	
	UMBRELLA LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE FIRM/RETIREE <input type="checkbox"/> PARTNER/EXECUTIVE <input type="checkbox"/> OFFICERS AND				<input type="checkbox"/> WE STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - DISEASE \$	
A	OTHER Professional Liability	404-1FIC110	04/01/07	04/01/10	Each Occurrence 100,000,000 Aggregate 100,000,000	
DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: WELLS FARGO RFP						
CERTIFICATE HOLDER THE CITY OF PLANO, TEXAS 1520 AVENUE K, S PLANO, TX 75074 ACORD 20-8 (1/98)			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Louis Acord</i>			
			ACORD CORPORATION 1998			

ACORD 20-8 (1/98)
5563084

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EXHIBIT A FOR ATTACHMENT 2 (Pg. 27 of 28)

Appendix B for Attachment 1 (Pg. 3 of 3)

ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY)
ISSUER Wells Fargo Insurance Services Southeast, Inc. 1100 Johnson Ferry Road Suite 250 Atlanta, GA 30342					06/29/07
INSURED Wells Fargo & Company and its Subsidiaries including Wells Fargo Bank, N.A. Wells Fargo Center (NAE 85105-144) Sixth & Marquette Minneapolis, MN 55479					THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	WFFEX 57393	04/01/07	04/01/10	GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMPROP AGG \$ 10,000,000 PERSONAL & ADY INJURY \$ 10,000,000 EACH OCCURRENCE \$ 10,000,000 FIRE DAMAGE (Any one fire) \$ 200,000 MED EMP (Any one person) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SHARED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR PARTNER/EXECUTIVE OFFICERS ARE <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS \$ OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - DISEASE \$
	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS RE: WELLS FARGO RFP THE CITY OF PLANO IS ADDITIONAL INSURED ON GENERAL LIABILITY AS RESPECTS LIABILITY ARISING OUT OF NAMED INSURED'S ACTIONS AS REQUIRED BY WRITTEN CONTRACT.					
CERTIFICATE HOLDER THE CITY OF PLANO, TEXAS 1520 AVENUE K, S PLANO, TX 75074 ACORD 25-S (NR)			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Luis Alvarez</i> ACORD CORPORATION 1988		

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6548821

EXHIBIT A FOR ATTACHMENT 2 (Pg. 28 of 28)

Appendix C for Attachment 1 (Pg. 1 of 1)

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of Wells Fargo Bank, N.A. (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.

MARY SCHMIOT - WELLS FARGO
Name of Contractor

By: Mary Schmiot
Signature

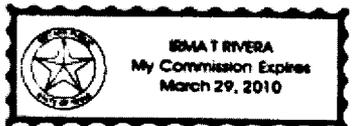
MARY SCHMIOT
Print Name

VICE PRESIDENT
Title

6-27-07
Date

STATE OF Texas §
COUNTY OF Harris §

SUBSCRIBED AND SWORN TO before me this 27th day of June, 2007.



Isma Rivera
Notary

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EXHIBIT B FOR ATTACHMENT 2 (Pg. 1 of 6)

INTERIM STATEMENT OF
INVESTMENT OBJECTIVES AND POLICIES
CITY OF PLANO SECTION 115 TRUST

Adopted: January 23, 2008

Introduction

This Interim Statement of Investment Objectives and Policies (this "Policy") is adopted by the Risk Pool Trustees as of the date specified above. All capitalized terms used herein and not otherwise defined shall have the meaning specified by the City of Plano Section 115 Trust (the "Trust"). In the event of any conflict between the terms of this Policy and the terms of the Trust Agreement, the terms of the Trust Agreement shall be controlling.

Purpose

The Risk Pool Trustees have established this Policy for the purpose of identifying on an interim basis the risk and return objectives for the Trust and providing interim guidelines, limitations, and directions for the investment of the assets of the Trust. This Policy provides such objective, guidelines, limitations, and directions for the initial assets contributed to the Trust pending the adoption of a comprehensive investment policy for the Trust Fund.

This document represents the conclusions and decisions made after a deliberate and focused review of the Plan's investment objectives, risk tolerance levels, time horizons, income needs, taxation, and other investment concerns, taking into account the requirements of applicable law. Notwithstanding anything contained herein to the contrary, the Risk Pool Trustees may waive any requirement, limitation, or provision of this Policy to the extent the Risk Pool Trustees determines in their discretion that such waiver is prudent and consistent with their fiduciary obligations under applicable law.

Relationship to Trust and Funding Policy

The City has established a Risk Pool to fund certain benefits under the Plan. The Trust has been established under the Risk Pool to fund certain Plan benefits, including health benefits for eligible Participants and their dependents.

The Risk Pool Trustees have adopted this Policy in accordance with Section 4.02 of the Trust Agreement as a component of the overall Trust funding policy (the "Funding Policy"). The Funding Policy includes separate guidelines for determining contributions to the trust as well as anticipated disbursements from the Trust Fund. As part of the Funding Policy, this Policy includes guidelines for maintaining sufficient liquidity to fund such disbursements.

Responsibilities of the Risk Pool Trustees

The responsibilities of the Risk Pool Trustees under this Policy include:

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EXHIBIT B FOR ATTACHMENT 2 (Pg. 2 of 6)

- Establishing reasonable and consistent investment objectives, policies, and guidelines which are incorporated in this Policy;
- Evaluating the Investment Manager and, to the extent deemed necessary by the Risk Pool Trustees, recommending additional and/or replacement Investment Managers;
- Regularly evaluating the performance of the Investment Manager to assure compliance with the guidelines set forth in this Policy and achievement of the investment objectives set forth in this Policy;
- Establishing and applying proper control procedures for monitoring the investment of the Trust Fund in accordance with this Policy; and
- Regularly reviewing this Policy and making any revisions deemed necessary or appropriate by the Risk Pool Trustees.

The Risk Pool Trustees intend to measure portfolio management performance quarterly and to evaluate performance over a three to five year period or full market cycle. Nevertheless, the Risk Pool Trustees may terminate the Investment Manager prior to such time if the Investment Manager is under-performing consistently with no adequate plan for improvement. Furthermore, the Risk Pool Trustees retain the right to terminate the Investment Manager at any time for any reason, subject only to any notice required under the terms of the applicable agreement with the Investment Manager.

The Risk Pool Trustees shall not make or control specific investment decisions. The Investment Manager (or if none, the Section 115 Trustee) shall be solely responsible for the investment of the portion of the Trust Fund with respect to which the Investment Manager has been retained.

The Risk Pool Trustees shall avoid any conflict of interest or self-dealing in the selection of the Investment Manager. No Risk Pool Trustee may be affiliated with, or receive any compensation or other economic benefit, directly or indirectly, from the Investment Manager or any investment selected by the Investment Manager. A Risk Pool Trustee shall not be considered to have such a conflict solely because the trustee has funds invested in the same investment vehicles as the Trust or has an account at or receives services from the same bank or other institution as the Trustee or the Investment Manager.

Investment Objective

The investment objective for the Trust is to achieve an average annual rate of return equal to or above the targeted annual rate of return (including interest, dividends, and capital gains and after deducting management, administrative, and transaction costs) of seven percent (7%) for the aggregate investments over an evaluation period of three to five years or a full market cycle.

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EXHIBIT B FOR ATTACHMENT 2 (Pg. 3 of 6)

The Risk Pool Trustees do not expect that the investment objective will change frequently. Short-term changes in the financial markets generally will not require an adjustment in the investment objective.

To the extent the targeted annual rate of return exceeds the expected return in the Funding Policy, the Risk Pool Trustees anticipate that the targeted and expected rates of return will converge in the future as the policies are evaluated based on actual experience.

Investment Philosophy

The assets of the Fund shall be invested in a manner that is consistent with Section 4.01 of the Trust Agreement, generally accepted standards of fiduciary responsibility, and the requirements of applicable law. The Investment Manager shall observe the safeguards that would guide a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. All transactions undertaken on behalf of the Trust Fund shall be for the exclusive benefit of the Participants and their beneficiaries.

The Trust is generally exempt from Federal income taxes under section 115 of the Internal Revenue Code of 1986, as amended. Therefore, income tax efficiencies are generally not a factor and should not affect investment decisions regarding the Trust Fund. However, the Trust Fund should be invested in a manner that does not generate unrelated business taxable income, excise taxes, or other taxable income under federal or state law.

The Trust Fund shall be actively managed by the Investment Manager on a fully discretionary basis subject to the terms of this Policy and provided that the level of asset turnover and trading action is prudent taking into account expenses incurred. To the extent prudent the Trust Fund should be essentially fully invested at all times.

Asset Allocation

Taking into consideration the long term performance and risk characteristics of various asset classes and balancing the risk and rewards of market behavior with the long term objectives of the Trust, the Risk Pool Trustees have selected the following assets classes for the investment of the assets of the trust:

<u>Asset Class</u>	<u>Allocation Range</u>
Cash Equivalents	0-5%
Fixed Income	25-40%
Domestic Equity	45-60%
International Equity	5-15%

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EXHIBIT B FOR ATTACHMENT 2 (Pg. 4 of 6)

Based on the Trust's investment horizon, risk tolerances, performance expectations, the Investment Manager shall maintain the Trust's investments within the acceptable allocation ranges (as a percentage of total assets of the Trust) set forth above.

Notwithstanding the allocation range specified above, the amount of assets invested in cash equivalents shall not be less than the amount required to cover current liabilities. Short-term liquidity requirements should be covered by current contributions to the Trust from retired Participants. Such cash contributions from retired Participants should be invested in cash or other short-term investment funds (cash equivalents, including certificates of deposit and money market funds) to fund current benefits payable to such Participants, subject to the maximum allocation range for cash equivalents described above.

Equity investments shall be further maintained within the following market capitalization guidelines:

<u>Market Capitalization</u>	<u>Allocation Range</u>
Total Large Cap	40-60%
Total Medium Cap	25-40%
Total Small Cap	3-20%

The Investment Manager should maintain the Plan's investments within the acceptable ranges set forth above and with the long-term goal of achieving the target allocations; provided, however, that the Investment Manager may deviate from the acceptable ranges set forth above if such deviation is consistent with the Investment Manager's duty of prudence under this Policy and applicable law and if written notice of such deviation is promptly provided to the Risk Pool Trustees. Such notice must be separate from the periodic reports the Investment Manager regularly provides to the Risk Pool Trustees and must specify that a deviation has occurred and explain the reason for and expected duration of such deviation.

Consistent with the desire for prudent diversification, this Policy is based on the assumption that the volatility of each asset class should not differ significantly from its respective market. Consequently, it is expected that the volatility of the total portfolio, in aggregate, will be reasonably close to the volatility of a weighted composite of market indices.

Diversification

Investment diversification is important to minimize the risk of large losses to the Trust Fund. It shall be the responsibility of the Investment Manager to maintain a diversified portfolio and acceptable balance between various industries, market sectors, credit ratings, maturity ranges, and other appropriate measures of diversification, including country and region allocations for international investments. No percentage of the portfolio in common stocks should exceed the S&P 500 percentage allocation for each individual classification.

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EXHIBIT B FOR ATTACHMENT 2 (Pg. 5 of 6)Investment Guidelines and Limitations

The Investment Manager shall comply with the specific investment guidelines set forth below unless, in a particular case, the manager determines that compliance with such guidelines would clearly not be prudent or would not be consistent with its fiduciary obligations or applicable law. In each such case, the Investment Manager shall promptly notify the Risk Pool Trustees of the investments which are outside the scope of the guidelines set forth below, the reasons for making such investment, and the expected duration of such investments.

Only the following types of readily marketable investments are permitted.

- Cash equivalents, including certificates of deposit at U.S. banks, money market and similar bank accounts, and money market mutual funds;
- Corporate bonds, including convertibles;
- Commercial paper;
- U.S. Government and agency securities;
- Common and preferred stocks; and
- Mutual funds.

The Investment Manager shall

- emphasize quality in security selection;
- avoid the risk of large loss through diversification;
- not invest in any assets that would subject the Trust to any state or federal unrelated business income tax or that would generate unrelated business taxable income for the Trust;
- not invest any portion of the Trust Fund beyond the reach of the United States courts;
- periodically review asset holdings for general compliance with this Policy;
- invest idle cash on a daily basis through an automatic interest bearing sweep vehicle; and
- effect transactions for the Plan subject to the “best price in execution” available to the Investment Manager.

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EXHIBIT B FOR ATTACHMENT 2 (Pg. 6 of 6)

Amendment

This Policy shall be reviewed annually by the Risk Pool Trustees to ensure that it remains relevant and effective within prevailing economic conditions and other conditions affecting the Trust Fund and the Funding Policy. Such evaluation shall generally occur within 90 days after the end of each fiscal year of the Trust.

The Risk Pool Trustees may amend this Policy at any time by a written instrument duly adopted by the Risk Pool Trustees and provided to the Investment Manager.

Funding Policy: The City of Plano will fund at its discretion the annual pre funding requirement as stated in the latest actuarial study provided to the City. It is anticipated that the funding will take place annually at the beginning of each fiscal year unless the City chooses to adopt an alternate funding schedule.

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EXHIBIT C FOR ATTACHMENT 2 (Pg. 1 of 1)

MANAGER FEES

Asset Based Fees

Amount in the Account

Annual Fee

First \$10,000,000 in the Account
Over \$10,000,000 in the Account

50 basis points (.0050)
35 basis points (.0035)

The minimum annual asset based fee shall be \$20,000. The annual asset based fee shall be prorated and paid quarterly based on the amount in the Account as of the first day of each calendar quarter. The fee due for a calendar quarter shall be paid within 30 days after the end of the quarter.

Fees for Extraordinary Services

If the Risk Pool Trustees request that the Manager provide an extraordinary service not otherwise required to be provided under the Agreement, the Manager may charge an additional fee, measured by time and responsibility involved. Any such fee must be agreed to in advance and in writing by the Risk Pool Trustees and shall be paid within 30 days after the extraordinary service is completed or at such other time as is agreed to by the parties.

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EXHIBIT D FOR ATTACHMENT 2 (Pg. 1 of 2)**INSURANCE REQUIREMENTS**

The insurance required by Section 12 shall satisfy the following requirements.

4. The insurance company providing the coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors, and must be acceptable to the Risk Pool Trustees.
5. The insurance coverage must satisfy all applicable requirements of the Texas Department of Insurance and the Texas Insurance Code.
6. The insurance must, at a minimum, provide the following types and amounts of coverages and must contain the following provisions.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	\$1,000,000 each occurrence, \$5,000,000 general aggregate; OR \$1,000,000 combined single limits	Trust and Risk Pool Trustees to be listed as additional insureds and provided 30-day notice of cancellation or material change in coverage.
Professional Liability	\$1,000,000 each occurrence, \$1,000,000 general aggregate	Trust and Risk Pool Trustees to be listed as additional insureds and provided 30-day notice of cancellation or material change in coverage.

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EXHIBIT D FOR ATTACHMENT 2 (Pg. 1 of 2)

ACORD. CERTIFICATE OF LIABILITY INSURANCE				OP ID SD CULLE-1	DATE (MM/DD/YYYY) 01/31/08	
PRODUCER Frost Insurance - San Antonio 10000 IH-10, Suite 200 San Antonio TX 78230 Phone: 210-220-6420 Fax: 210-220-6460		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED Cullen/Frost Bankers Inc. 100 W. Houston Street San Antonio TX 78205		INSURERS AFFORDING COVERAGE		NAIC #		
		INSURER A St Paul Guardian Ins. Co.				
		INSURER B St Paul Mercury Ins Company				
		INSURER C				
		INSURER D				
		INSURER E				
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	FS06304461	11/06/07	11/06/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 5000000 PRODUCTS - COMPAG AGG \$ 5000000 Emp Ben. 1000000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO OWN - BALK ACCIDENT \$ OWNED AUTO - BALK \$ AUTO OWN - BALK \$
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> INTERRUPTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNER/EXECUTIVE OFFICER-MEMBER EXCLUDED? Yes, describe under SPECIAL PROVISIONS below				WORKERS COMPENSATION PER \$ PER \$ \$ \$
		OTHER				\$ \$ \$
B		Bankers Prof. Liab	591CM119	11/06/07	11/06/08	Occurrence 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Ref: RFQ 2007-172-C Section 115 Trust - Investment Manager Services. City of Plano is shown as additional insured						
CERTIFICATE HOLDER CITYPLA City of Plano P.O. Box 860358 Plano TX 75086-0358				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>George Marie Derrings</i>		

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EXHIBIT E FOR ATTACHMENT 2 (Pg. 1 of 1)

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of FREST BANK (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.

FREST BANK
Name of Contractor

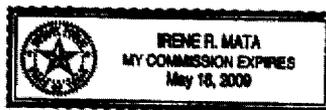
By: [Signature]
Signature

MARK FREEMAN
Print Name

EXECUTIVE VICE PRESIDENT
Title

6/27/07
Date

STATE OF Texas §
COUNTY OF Denton §



SUBSCRIBED AND SWORN TO before me this 5th day of July, 2007

[Signature]
Notary

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INTEROFFICE MEMORANDUM

City of Plano

Date: 10/2/07

To: John McGrane, Finance Director

From: Denise Tacke, Controller

Subject: Recommendation of Award for RFQ No. 2007-171-C RFQ for Section 115 Trust – Trustee Bank Services

The City of Plano solicited qualifications for Trustee Bank Services for the organization's Section 115 Trust (The Trust), to be established in 2007. The Trust will be established to comply with the requirements of Governmental Accounting Standards Board Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions. The City of Plano offers post-employment healthcare benefits to retirees under the same plan as active employees. As such, the City has determined to advance fund the post-employment benefits and as such will establish a trust to process payments made for healthcare benefits on behalf of retirees and deposit contributions made by retirees. Claims paid on behalf of retirees for 2006 were approximately \$1,800,000. The estimated initial contribution to the Trust is estimated to be approximately \$7,600,000. Contributions will be made annually to fund the Trust.

The contract term will be three years with two optional renewal periods of one year each. The selected vendor will be responsible for providing the following services:

- Hold trust funds for the Trust.
- Fund transfers (buy/sells) as deemed necessary by the Investment Manager.
- Process monthly retiree health benefit payments.
- Prepare and file year end 1099's.
- Prepare and provide monthly reports as follows:
- Attend quarterly meetings to be held at Municipal Center, 1520 Ave K and present cash position report to the Trustees.

The City of Plano received four responses to the RFQ. A committee of three City staff members from the Accounting and Human Resources Department reviewed each submission utilizing the evaluation criteria set forth in the RFQ.

Of the four proposals received, two firms garnered the highest overall scores. Frost Bank and Wells Fargo Bank both earned four out of a possible five points. However, Frost Bank is the recommended vendor for RFQ No. 2007-172-C RFQ for Section 115 Trust – Investment Manager Services. The evaluation committee does not feel that it is in the City's best interest to award both contracts to the same vendor.

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After final review and evaluation of all proposals submitted, the decision of the committee is to recommend award of contract to Wells Fargo Bank, N.A. in the amount based on the proposed fee schedule for the initial three year contract term.

Please do not hesitate to contact me should you have any questions.

Thank You

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INTEROFFICE MEMORANDUM

City of Plano

Date: 10/2/07

To: John McGrane, Finance Director

From: Denise Tacke, Controller

Subject: Recommendation of Award for RFQ No. 2007-172-C RFQ for Section 115 Trust – Investment Manager Services

The City of Plano solicited qualifications for Investment Manager Services for the organization's Section 115 Trust (The Trust), to be established in 2007. The Trust will be established to comply with the requirements of Governmental Accounting Standards Board Statement 45, Accounting and Financial Reporting by Employers for Post-employment Benefits Other than Pensions. The City of Plano offers post-employment healthcare benefits to retirees under the same plan as active employees. As such, the City has determined to advance fund the post-employment benefits and as such will establish a trust to process payments made for healthcare benefits on behalf of retirees and deposit contributions made by retirees. Claims paid on behalf of retirees for 2006 were approximately \$1,800,000. The estimated initial contribution to the Trust is estimated to be approximately \$7,600,000. Contributions will be made annually to fund the Trust.

The contract term will be three years with two optional renewal periods of one year each. The selected vendor will be responsible for providing the following services:

- Authority to manage, acquire, invest or dispose of all or any part of the Trust Fund.
- Comply with funding policy established for the Trust.
- Provide written instructions and directions to the Trustee regarding the investment of assets.
- Prepare and provide monthly reports
- Attend quarterly meetings to be held at Municipal Center, 1520 Ave K and present investment report to the Trustees.

The City of Plano received six responses to the RFQ. A committee of three City staff members from the Accounting and Human Resources Department reviewed each submission utilizing the evaluation criteria set forth in the RFQ.

Of the six proposals received, one firm garnered the highest overall score. Frost Bank earned 3.83 out of a possible five points.

After final review and evaluation of all proposals submitted, the decision of the committee is to recommend award of contract to Frost Bank in a fee based schedule of 50 basis points (.0050)

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for the first \$10,000,000 and 35 basis points (.0035) for any amount over \$10,000,000 with a minimum annual fee of \$20,000 for the initial three year contract term.

Please do not hesitate to contact me should you have any questions.

Thank You

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CITY OF PLANO

Request for Qualifications No. 2007-171-C RFQ for Section 115 Trust – Trustee Bank Services

RECAP

Opening Date/Time: July 10, 2007 @ 3:00pm

Number of Vendors Notified: 1,175

Vendors Submitting “No Response”

None

Vendors Submitting Proposal

Comerica Bank	3.33
Frost Bank	4.00
The Bank of New York Trust Company, N.A.	2.67
Wells Fargo Bank, N.A.	4.00

Recommended Vendor

Wells Fargo Bank, N.A.

January M. Cook

January M. Cook, CPPB
Senior Buyer
Purchasing Division

February 4, 2008

Date

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CITY OF PLANO

Request for Qualifications No. 2007-172-C RFQ for Section 115 Trust – Investment Manager Services

RECAP

Opening Date/Time: July 10, 2007 @ 3:30pm

Number of Vendors Notified: 1,182

Vendors Submitting “No Response”

None

Vendors Submitting Proposal

BAA Capital Advisors, Inc.	2.67
Comerica Bank	3.33
Frost Bank	3.83
JPMorgan Asset Management	3.50
PFM Asset Management LLC	2.50
Raymond James Financial Services, Inc.	2.67

Recommended Vendor

Frost Bank

January M. Cook

January M. Cook, CPPB
Senior Buyer
Purchasing Division

February 4, 2008

Date

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	2/25/08		Reviewed by Legal <i>ML</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date	
Department Head	Diane Wetherbee		Executive Director		
Dept Signature:	<i>Diane Wetherbee</i>		City Manager	<i>ML</i>	<i>2/18/08</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109					

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SETTLEMENT OF THE LAWSUIT STYLED CITY OF PLANO, TEXAS V. TURNER HERITAGE INVESTMENTS, CAUSE NO. 004-2322-06, COLLIN COUNTY COURT AT LAW NO. 4, IN THE AMOUNT OF \$3,400,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH LAWSUIT; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,674,126	13,563,874	0	15,238,000
Encumbered/Expended Amount	-1,674,126	-9,185	0	-1,683,311
This Item	0	-1,761,333	0	-1,761,333
BALANCE	0	11,793,356	0	11,793,356

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the Park Improvement CIP. The total amount of this item is \$3,400,000. The amount of \$1,638,667 was previously awarded by the court and paid, leaving a current year payment of \$1,761,333 for the remainder of this acquisition. The current year balance of \$11,793,356 will be used for other White Rock Creek Land Acquisitions.

STRATEGIC PLAN GOAL: Park land acquisition relates to the City's Goal of Premier City in Which to Live

SUMMARY OF ITEM

The City sought the condemnation of 29.9 acres for use as a City park. The parties have reached agreement and the City will acquire the property from the landowner for \$3,400,000.00. The City previously deposited into the registry of the Court the amount of \$1,638,667.00, which was withdrawn by Turner Heritage. The balance due Turner Heritage is \$1,761,333.00.

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

h1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE SETTLEMENT OF THE LAWSUIT STYLED CITY OF PLANO, TEXAS V. TURNER HERITAGE INVESTMENTS, CAUSE NO. 004-2322-06, COLLIN COUNTY COURT AT LAW NO. 4, IN THE AMOUNT OF \$3,400,000.00; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO SETTLE SUCH LAWSUIT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is pending in Collin County Court at Law Number Four, a lawsuit styled City of Plano, Texas v. Turner Heritage Investments, Cause No. 004-2322-06 ("Lawsuit"); and

WHEREAS, the parties agreed to settle this Lawsuit for the amount of **THREE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,400,000.00)** and other good and valuable consideration subject to approval of the City Council; and

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

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

Section I. City Council approves the settlement of this Lawsuit in the amount of **THREE MILLION FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,400,000.00)** pursuant to the terms and conditions of the Settlement Agreement.

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

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

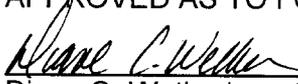
DULY PASSED AND APPROVED this the _____ day of _____, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

h2



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/25/08		Reviewed by Legal <i>AW</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	City Secretary		Initials	Date
Department Head	Diane Zucco		Executive Director	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 2/18/08
Agenda Coordinator (include phone #): Sharon Kotwitz - x7120				
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				
To adopt and enact Supplement Number 81 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

11

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 81 TO THE CODE OF ORDINANCES FOR THE CITY OF PLANO; PROVIDING FOR AMENDMENT TO CERTAIN SECTIONS OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 81;

WHEREAS, The City Council wishes to adopt the ordinance codification version appearing in Supplement 81 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement 81 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 25th day of February, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

0
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/25/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee		Executive Director	
Dept Signature:	<i>D. Wetherbee</i>		City Manager	<i>[Signature]</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
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 PUBLIC HEARING				
CAPTION				
Public Hearing regarding a tax exempt financing by the Riesel Cultural Facilities Corporation for the benefit of Collin Intervention to Youth, Inc. in a principal amount not to exceed \$2,250,000.				
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				
On January 15, 2008, an attorney acting on behalf of the Collin Intervention To Youth, Inc., ("City House") requested that the City of Plano assist City House in obtaining tax exempt financing to construct a 10,000 square foot building at 6525 Independence Parkway to be used as an emergency children's shelter for children infant to 9 years of age. City House is also seeking funding for two transitional temporary housing facilities for males and females aged 18 through 21 to be located at 829 N. Clinton and 823 Snapdragon Lane. The City of Plano funds or credit <u>will not</u> be used to finance this project. The Internal Revenue Code requires that the city where the project will be located approve the issuance of the financing for the project.				
List of Supporting Documents: 2/18/08 Memo from Dan Pleitz		Other Departments, Boards, Commissions or Agencies		



**NAMAN HOWELL
SMITH & LEE**

A REGISTERED LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW

MEMORANDUM

from

Dan Pleitz

(254) 755-4100

Fax (254) 754-6331

E-mail: pleitz@namanhowell.com

TO: Mr. John Gilliam **VIA EMAIL johng@plano.gov**
Assistant City Attorney
City of Plano, Texas

DATE: February 18, 2008

RE: Tax Exempt Financing for City House

John:

Thank you for taking the time to visit with me on the phone today about this proposed transaction. Our firm has been contacted by Regions Equipment Finance Corporation ("Regions") about tax exempt financing for a Texas nonprofit corporation, Collin Intervention To Youth, Inc. The corporation is more commonly known as "City House". The new facility, to be financed at a maximum cost not to exceed \$2,250,000, is an emergency children's shelter to be located at 6525 Independence Parkway there in Plano. City House is entitled to the benefits of tax exempt financing because it is a 501(c)(3) charitable corporation and these types of corporations can finance tax exempt under Section 145 of the Internal Revenue Code.

Regions is affiliated with a bank. Under the provisions of Section 265 of the Internal Revenue Code, for tax exempt transactions to be "bank qualified"¹ the entity that facilitates the tax exempt financing must be located in a city where the aggregate amount of tax exempt financing of this type does not exceed \$10,000,000 in 2008 (the year in which this financing will be accomplished). Our firm works with a number of small cities in Central Texas and has determined that the City of Riesel, Texas will

¹ Under Section 265, the financing can still be tax exempt in a city that issues more than \$10,000,000 in tax exempt debt in any one year/2008, but there is a penalty imposed on any "financial institution" that makes such a loan.

qualify since it will do less than \$10,000,000 in financing this year. This allows Regions to provide the best possible low interest rate to City House.

As a matter of state law, the proper entity to provide this financing is a "cultural facilities corporation" under Article 1528m, *Tex. Rev. Civ. Stat.* We have used these corporations before to finance similar public benefit projects including facilities for a YMCA and Goodwill Industries.

While financings of this type are often evidenced by bonds, the Cultural Facilities Act provides that for a housing project like the shelter, such a corporation has all the powers of a Texas nonprofit corporation created under Section 53.35(b)² of the *Texas Education Code*. Among those powers is the ability to enter into another type of "obligation" or a "lease" (see Article 1528m, Section 4(c)) to evidence the financing. Regions prefers to use a lease agreement to accomplish the financing.

The involvement for the City of Plano in this transaction is limited but it is also essential. Under the provisions of Section 147(f) of the Internal Revenue Code, for this financing to be accomplished on a tax exempt basis, it must be approved both by the "issuer city" where the financing is to originate (in this case, Riesel) and also by the "host" city or county where the new City House project will be located (in this case, Plano). Section 147(f) provides a specific procedure by which Plano's approval is to be sought:

1. First, there has to be a notice published about a public hearing to be held in Plano regarding this project. I have enclosed a form notice for your consideration.
2. Second, after the public hearing (which has to be published first in a newspaper at least 14 days before the hearing date), either the Mayor (if elected at large) or the entire Plano City Council has to give its approval to the financing.

We have assumed that the City Council would be the correct approving body and I have enclosed a resolution to give you an idea of what such an approval might look like.

This financing imposes absolutely no liability on the City of Plano whatsoever and there is also no cost to the City of Plano. Our firm would be happy to provide the city with an opinion that the city has no liability whatsoever in regard to this financing. This also does not count in any way against the City of Plano's bonding authority (although it does count against the \$10,000,000 limit in Riesel for 2008).

The documents will make it abundantly clear that the entire liability to repay this indebtedness falls on City House and in no event falls on the City of Plano, the City of Riesel or any other governmental entity whatsoever. Additionally, City House will provide an indemnity in favor of both the City of Riesel and the City of Plano in regard to their involvement in this matter. Finally, we cannot imagine any legal theory under

² Now recodified as Sections 53.35(b), 53A.35(b), and 53B.35(b).

13

which Plano would have liability in regard to this transaction since its only involvement is merely to give the approval required by Section 147(f) of the Internal Revenue Code.

We have participated in financings of this type since 1982 and would be happy to speak with any member of your staff about this financing or the proposed project.

1-4



**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 type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/25/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	Legal		Initials	Date
Department Head	Diane Wetherbee		Executive Director	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 2/18/08
Agenda Coordinator (include phone #): Lynne Jones - 7109				

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A TAX EXEMPT FINANCING BY THE RIESEL CULTURAL FACILITIES CORPORATION FOR THE BENEFIT OF COLLIN INTERVENTION TO YOUTH, INC. REGARDING CERTAIN FACILITIES TO BE LOCATED IN THE CITY OF PLANO, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Collin Intervention To Youth, Inc., ("City House") is seeking tax exempt financing to construct a 10,000 square foot building to be used as an emergency children's shelter for children infant to 9 years of age. City House is also seeking funding for transitional temporary housing facilities for males and females aged 18 through 21. The City of Plano funds or credit will not be used to finance this project. The Internal Revenue Code requires that the city where the project will be located approve the issuance of the financing for the project.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

2-1

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING A TAX EXEMPT FINANCING BY THE RIESEL CULTURAL FACILITIES CORPORATION FOR THE BENEFIT OF COLLIN INTERVENTION TO YOUTH, INC. REGARDING CERTAIN FACILITIES TO BE LOCATED IN THE CITY OF PLANO, TEXAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Collin Intervention To Youth, Inc., a Texas nonprofit corporation (hereinafter "City House") desires to finance, or refinance indebtedness previously incurred to finance, the following: (i) the construction and equipping of an approximate 10,000 square foot building which will be used as an emergency children's shelter primarily for children ranging in age from infants to nine years old to be located at 6525 Independence Parkway, Plano, Texas which said facility shall also include kitchen, laundry and administrative facilities as well as a children's playground; (ii) transitional temporary housing facility for males ages eighteen through twenty-one at which facility residents can stay up to 18 months, said facility being located at 829 North Clinton Drive, Plano, Texas; and (iii) a transitional temporary housing facility for females ages eighteen through twenty-one at which facility residents can stay up to 18 months, said facility being located at 833 Snapdragon Lane, Plano, Texas (collectively, the "Project"); and

WHEREAS, City House desires to finance the Project through a tax exempt financing to be evidenced by a Financing and Lease Agreement to be entered into among the Riesel Cultural Facilities Corporation, Collin Intervention To Youth, Inc., and Regions Equipment Finance Corporation, and related Special Project Revenue Note of the Riesel Cultural Facilities Corporation, with the maximum principal amount to be financed for the Project being \$2,250,000; and

WHEREAS, City House has requested that the City of Plano give its approval with regard to the financing solely for the purpose of satisfying the provisions of Section 147(f) of the Internal Revenue Code of 1986 as amended (which requires that the issuance of the financing be approved by the jurisdiction in which the Project is located); and

WHEREAS, the City of Plano, Texas (the "City") is willing to consider City House's request in order that the financing may be accomplished.

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

2-2

Section I. Solely for the purpose of satisfying the provisions of Section 147(f) of the Internal Revenue Code of 1986 as amended, the City hereby approves the financing evidenced by the Financing Agreement and Lease, and related Special Project Revenue Note of the Riesel Cultural Facilities Corporation, to finance the Project as defined above. The owner and user of the Project shall be Collin Intervention To Youth, Inc. and the maximum principal amount of the financing shall be \$2,250,000.

Section II. This Resolution is passed on the express understanding and representation by City House that the financing does not and will not constitute in any way a liability or obligation of the City in any manner whatsoever, and that the City shall have no liability whatsoever for the City House Project.

The approval of this Resolution by the City Council is further conditioned upon the addition of the following language to the Financing and Lease Agreement and the Special Project Revenue Note:

“Notwithstanding any other provision herein or in any other document, this [Financing and Lease Agreement] [Special Project Revenue Note] is not issued by the City of Plano, Texas; the City of Plano is not a party hereto; and this [Financing and Lease Agreement] [Special Project Revenue Note] does not constitute a liability or other obligation of the City of Plano in any respect. By accepting this [Financing and Lease Agreement] [Special Project Revenue Note], Regions Equipment Finance Corporation, and each of its successors and assigns, agrees that the City of Plano, Texas, has no liability or other obligation whatsoever hereunder, that the City of Plano has not provided any information whatsoever relating hereto, to the project to be financed, to the project sponsors or managers, to the project’s feasibility or financial matters, or any other subject matter, and that Regions Equipment Finance Corporation, and its successors and assigns, are not relying upon the City of Plano in any respect whatsoever.”

Section III. The City does not by this resolution waive any requirement of the City relating to the zoning, construction, operation or maintenance of the City House Project.

Section IV. It is officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and that notice of the time, place and subject matter of this meeting has been given in the manner required by law.

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

2-4

DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2007-83
APPLICANT: CAPPS VAN & TRUCK**

Request for Specific Use Permit for Truck/Bus Leasing on one lot on 1.7± acres located at the southwest corner of U.S. Highway 75 and Chase Oaks Boulevard. Zoned Corridor Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

xc: Mike Bramlett, Capps Van & Truck

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda Item No. 8

Public Hearing: Zoning Case 2007-83

Applicant: Capps Van & Truck

DESCRIPTION:

Request for Specific Use Permit for Truck/Bus Leasing on one lot on 1.7± acres located at the southwest corner of U.S. Highway 75 and Chase Oaks Boulevard. Zoned Corridor Commercial.

REMARKS:

The request is for a Specific Use Permit (SUP) for truck/bus leasing. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. The Zoning Ordinance defines truck/bus leasing as the rental of new or used panel trucks, vans, trailers, recreation vehicles, or motor-driven buses in operable condition and where no repair work is being done.

The current zoning of the property is Corridor Commercial (CC). The CC district is intended to provide for retail, service, office, and limited manufacturing uses within major regional transportation corridors. Truck/bus leasing use requires approval of an SUP in the CC district.

To the north of the property is the Chase Oaks Golf Course zoned Single-Family Residence-9 (SF-9) w/SUP #62 & 107 for a golf course and private club. To the west and south is a movie theater, restaurant, and office development zoned CC. The nearest residential properties are a multifamily development 1,250± feet west of the subject property and an independent living facility 1,470± feet southwest of the subject property.

3-2

The proposed truck/bus leasing use is an expansion of an existing automobile leasing and renting business. It is complimentary to the existing automobile leasing business and is compatible with adjacent uses.

RECOMMENDATION:

Recommended for approval as submitted.

ORDINANCE NO. _____
(Zoning Case 2007-83)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2006-4-24, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 593 SO AS TO ALLOW THE ADDITIONAL USE OF TRUCK/BUS LEASING ON ONE LOT ON 1.7± ACRES OF LAND OUT OF THE DANIEL ROWLET SURVEY, ABSTRACT NO. 738, LOCATED AT THE SOUTHWEST CORNER OF U.S. HIGHWAY 75 AND CHASE OAKS BOULEVARD IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED CORRIDOR COMMERCIAL; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 25th day of February, 2008, for the purpose of considering granting Specific Use Permit No. 593 for the additional use of Truck/Bus Leasing on one lot on 1.7± acres of land out of the Daniel Rowlet Survey, Abstract No. 738, located at the southwest corner of U.S. Highway 75 and Chase Oaks Boulevard in the City of Plano, County, Texas, presently zoned Corridor Commercial; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 25th day of February, 2008; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 593 for the additional use of Truck/Bus Leasing on one lot on 1.7± acres of land out of the Daniel Rowlet Survey, Abstract No. 738, located at the southwest corner of U.S. Highway 75 and Chase Oaks Boulevard in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 593, allowing the additional use of Truck/Bus Leasing on one lot on 1.7± acres of land out of the Daniel Rowlet Survey, Abstract No. 738, located at the southwest corner of U.S. Highway 75 and Chase Oaks Boulevard in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances 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 25TH DAY OF FEBRUARY, 2008.

Pat Evans, MAYOR

ATTEST:

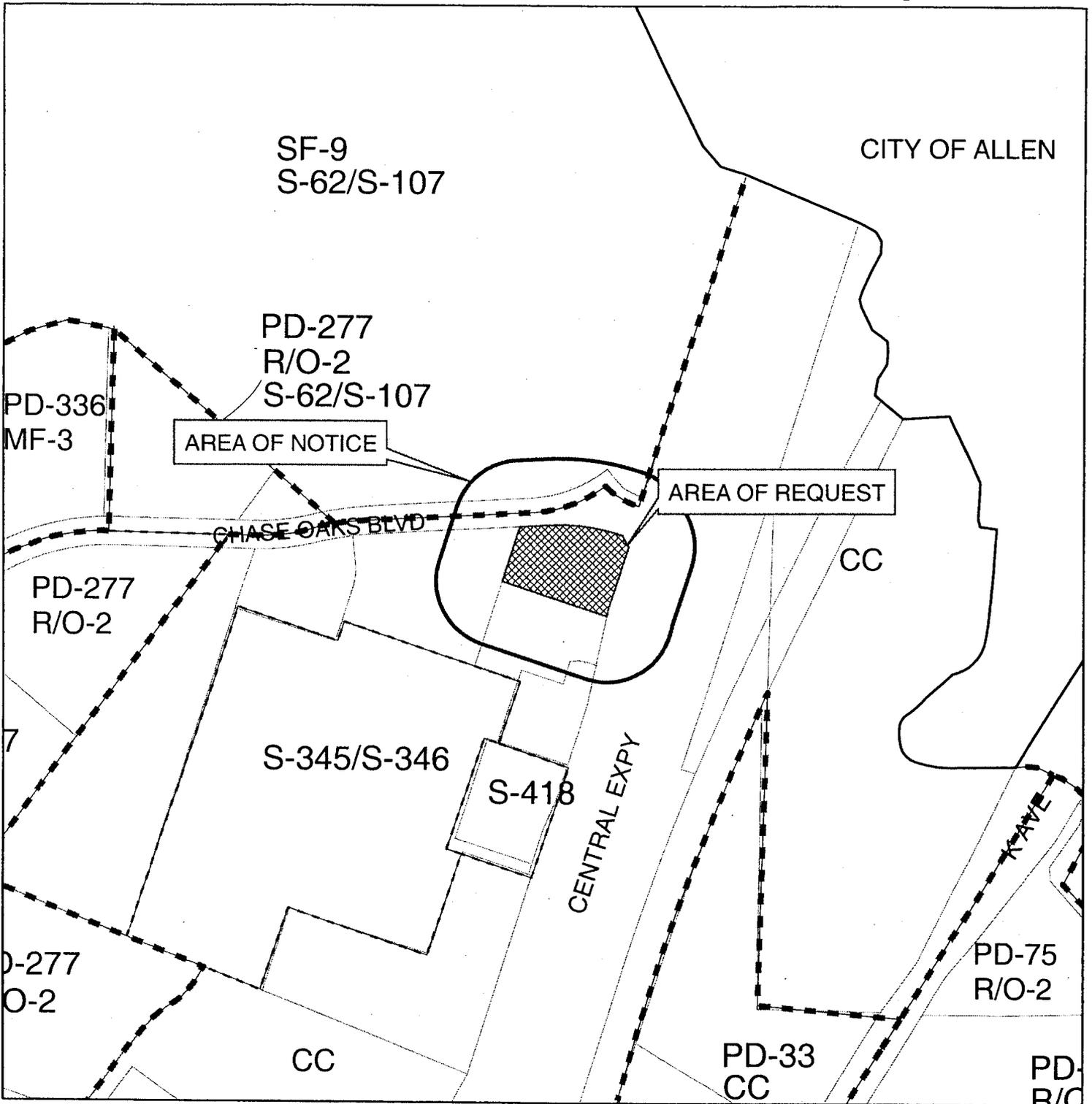
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

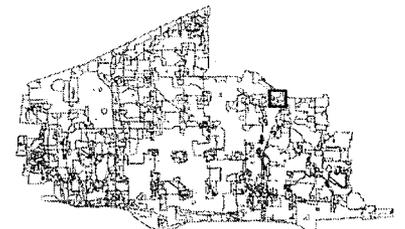
EXHIBIT "A"
LEGAL DESCRIPTION

Being a tract of land situated in the Daniel Rowlet Survey, Abstract No. 738, in the City of Plano, Collin County, Texas, and being all of Block A, Lot 3R of Legacy Central Theater Addition, an addition to the City of Plano, Texas, according to the map or plat thereof recorded in Volume 2006, Page 443 of the Plat Records of Collin County, Texas, as filed on July 10, 2006, comprising 1.7113 acres.



Zoning Case #: 2007-83

Existing Zoning: CORRIDOR COMMERCIAL



3-10

○ 200' Notification Buffer

(4) **Public Hearing and Consideration of Ordinances as Requested in Zoning Cases 2007-75 – 2007-82** all of which are limited to the repeal of certain Specific Use Permits for Private Clubs. The following ordinances are proposed to be repealed which, if approved, will result in the rescission of the Specific Use Permit for an additional use of a Private Club and the applicant is the City of Plano.

- (4a) **Zoning Case 2007-75** – To rescind Specific Use Permit No. 309 for Private Club on one lot on 0.1± acre located 100± feet north of Plano Parkway, 550± feet west of Preston Road. Zoned Planned Development-457 Retail/General Office.
- (4b) **Zoning Case 2007-76** – To rescind Specific Use Permit No. 331 for Private Club on one lot on 2.0± acres located on the east side of U.S. Highway 75, 800± feet north of Parker Road. Zoned Corridor Commercial.
- (4c) **Zoning Case 2007-77** – To rescind Specific Use Permit No. 334 for Private Club on one lot on 0.1± acre located 1,050± feet north of Plano Parkway and 800± feet east of Alma Drive. Zoned Corridor Commercial.
- (4d) **Zoning Case 2007-78** – To rescind Specific Use Permit No. 349 for Private Club on one lot on 0.1± acre located 75± feet north of Park Boulevard, 600± feet west of Ohio Drive. Zoned Retail.
- (4e) **Zoning Case 2007-79** – To rescind Specific Use Permit No. 356 for Private Club on one lot on 0.1± acre located 85± feet north of Park Boulevard, 410± feet west of Coit Road. Zoned Retail.
- (4f) **Zoning Case 2007-80** – To rescind Specific Use Permit #362 for Private Club on one lot on 1.7± acres located on the east side of Dallas North Tollway, 1,150± feet south of Parker Road. Zoned Regional Employment.
- (4g) **Zoning Case 2007-81** – To rescind Specific Use Permit No. 364 for Private Club on one lot on 1.5± acres located on the south side of State Highway 121, 260± feet east of Preston Road. Zoned Regional Commercial.
- (4h) **Zoning Case 2007-82** – To rescind Specific Use Permit #365 for Private Club on one lot on 1.9± acres located on the east side of Dallas North Tollway, 1,230± feet south of Windhaven Parkway. Zoned Regional Employment.

All of the above locations are located within the City of Plano, Collin County, Texas, and the repeal of each ordinance will amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, to reflect such action; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

4-1

DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA ITEM NO. 7A - PUBLIC HEARING
ZONING CASE 2007-75
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #309 for Private Club on one lot on 0.1± acre located 100± feet north of Plano Parkway, 550± feet west of Preston Road. Zoned Planned Development-457-Retail/General Office.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

421

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda Item No. 7A

Public Hearing: Zoning Case 2007-75

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #309 for Private Club on one lot on 0.1± acre located 100± feet north of Plano Parkway, 550± feet west of Preston Road. Zoned Planned Development-457-Retail/General Office.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #309 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.

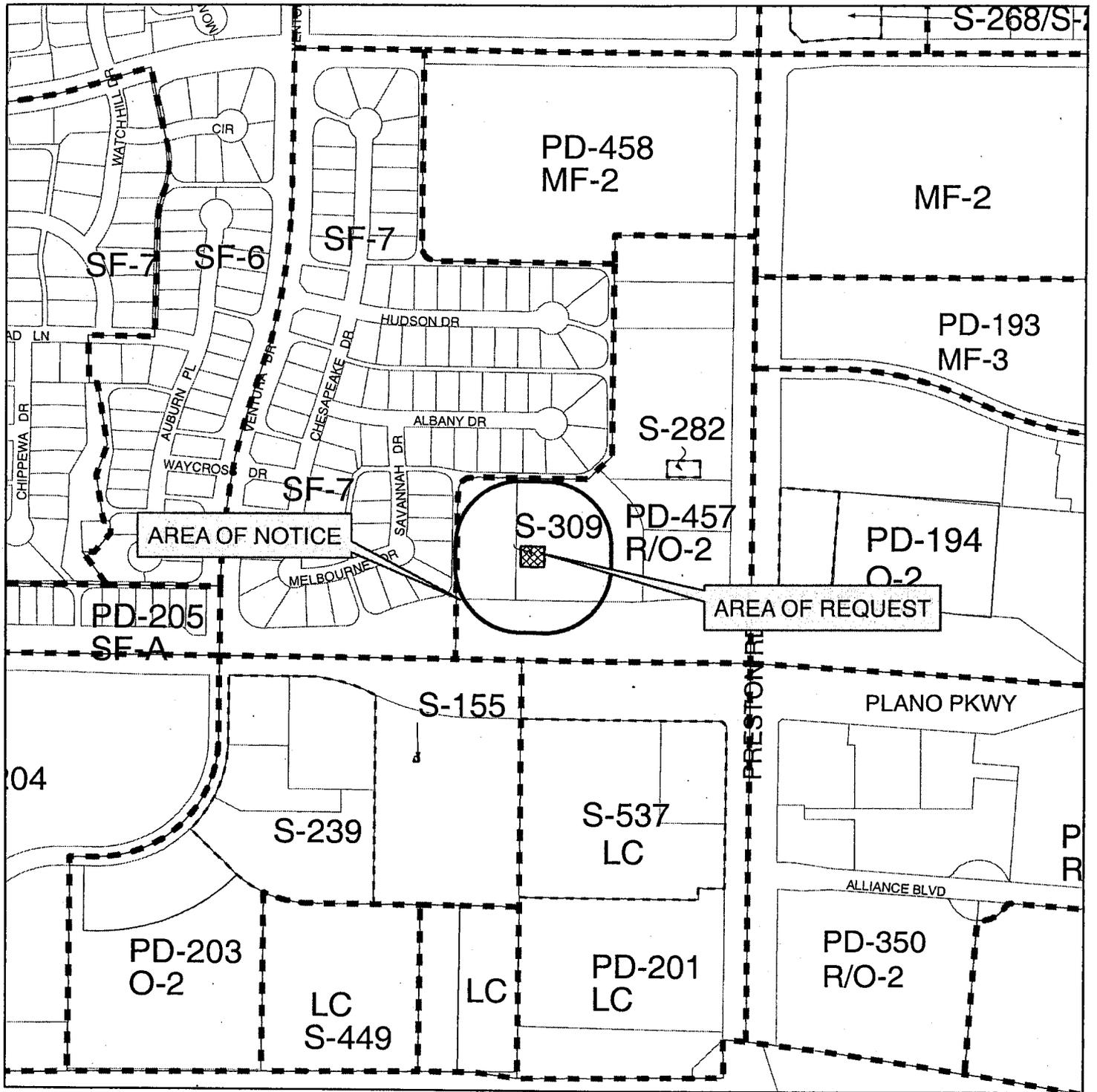
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to 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.

Red, Hot & Blue restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

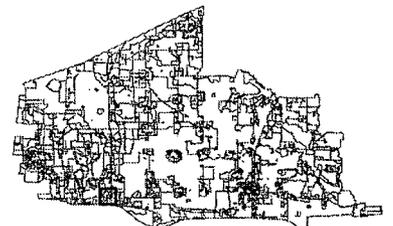
Recommended for approval as submitted.

42-2



Zoning Case #: 2007-75

Existing Zoning: PLANNED DEVELOPMENT-457-RETAIL/GENERAL OFFICE
w/SPECIFIC USE PERMIT #309



○ 200' Notification Buffer

423



ORDINANCE NO. _____
(Zoning Case 2007-75)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 95-9-40; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 309 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE LEWIS WETZEL SURVEY, ABSTRACT NO. 971, LOCATED 100± FEET NORTH OF PLANO PARKWAY, 550± FEET WEST 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.

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 25th day of February, 2008, for the purpose of considering rescinding Specific Use Permit No. 309 for the additional use of Private Club on one lot on 0.1± acre of land out of the Lewis Wetzel Survey, Abstract No. 971, located 100± feet north of Plano Parkway, 550± feet west of Preston 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 25th day of February, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 309 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. 95-9-40, duly passed and approved by the City Council of the City of Plano, Texas, on September 25, 1995, granting Specific Use Permit No. 309 for the additional use of Private Club on one lot on 0.1± acre of land out of the Lewis Wetzel Survey, Abstract No. 971, located 100± feet north of Plano Parkway, 550± feet west of Preston Road in the City of Plano, Collin County, Texas, presently zoned Planned Development-457-Retail/General Office, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 309 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 25TH DAY OF FEBRUARY, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

42-6

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land out of the Lewis Wetzel Survey, Abstract No. 971, in the City of Plano, Collin County, Texas, and being part of Lot 3R, Block 1, Preston Parkway Center, an addition to the City of Plano, Texas, according to the plat thereof recorded in Cabinet I, Slide 563 of the Map Records of Collin County, Texas, and being more particularly described as follows:

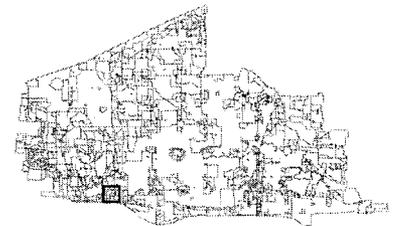
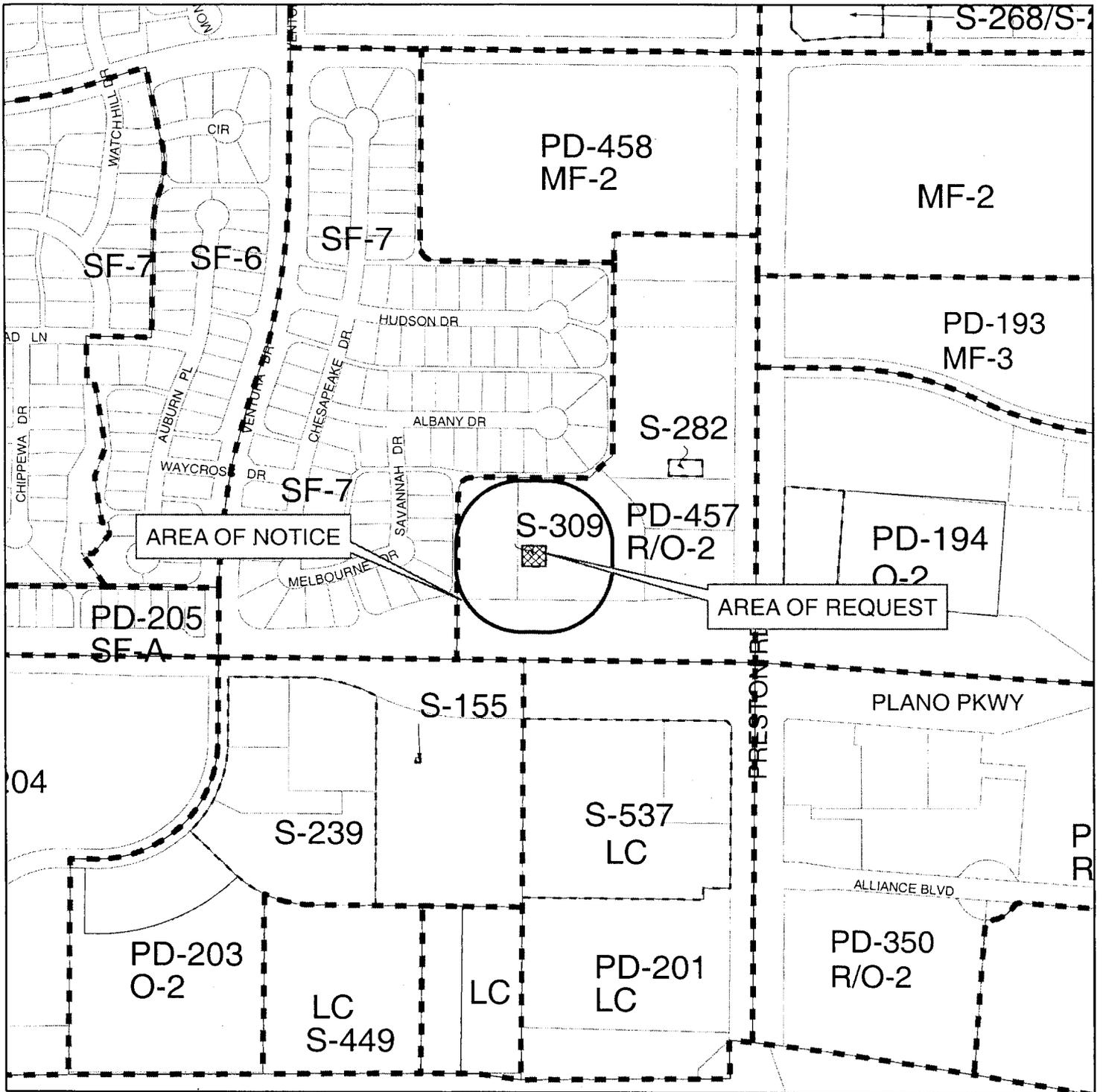
COMMENCING at an X in concrete found for the Southwest corner of the aforementioned addition; THENCE with the West line of said addition, North $01^{\circ} 05' 32''$ East, a distance of 103.04 feet to a point for corner; THENCE leaving said West line, South $88^{\circ} 54' 28''$ East, a distance of 14.68 feet to the POINT OF BEGINNING;

THENCE North $01^{\circ} 05' 32''$ East, a distance of 63.16 feet to a point for corner;

THENCE South $88^{\circ} 54' 28''$ West, a distance of 70.00 feet to a point for corner;

THENCE South $01^{\circ} 05' 32''$ West, a distance of 63.16 feet to a point for corner;

THENCE North $88^{\circ} 54' 28''$ West, a distance of 70.00 feet to the POINT OF BEGINNING and CONTAINING 4,421 square feet or 0.1015 acre of land.



Zoning Case #: 2007-75

Existing Zoning: PLANNED DEVELOPMENT-457-RETAIL/GENERAL OFFICE
w/SPECIFIC USE PERMIT #309

42-8

○ 200' Notification Buffer

DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA ITEM NO. 7B - PUBLIC HEARING
ZONING CASE 2007-76
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #331 for Private Club on one lot on 2.0± acres located on the east side of U.S. Highway 75, 800± feet north of Parker Road. Zoned Corridor Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

4b-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda Item No. 7B

Public Hearing: Zoning Case 2007-76

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #331 for Private Club on one lot on 2.0± acres located on the east side of U.S. Highway 75, 800± feet north of Parker Road. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #331 for Private Club. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established for such use during the review of an SUP application.

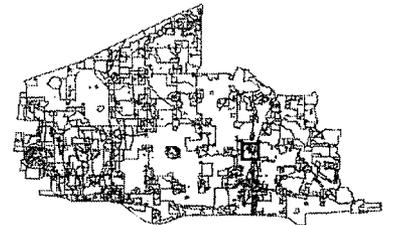
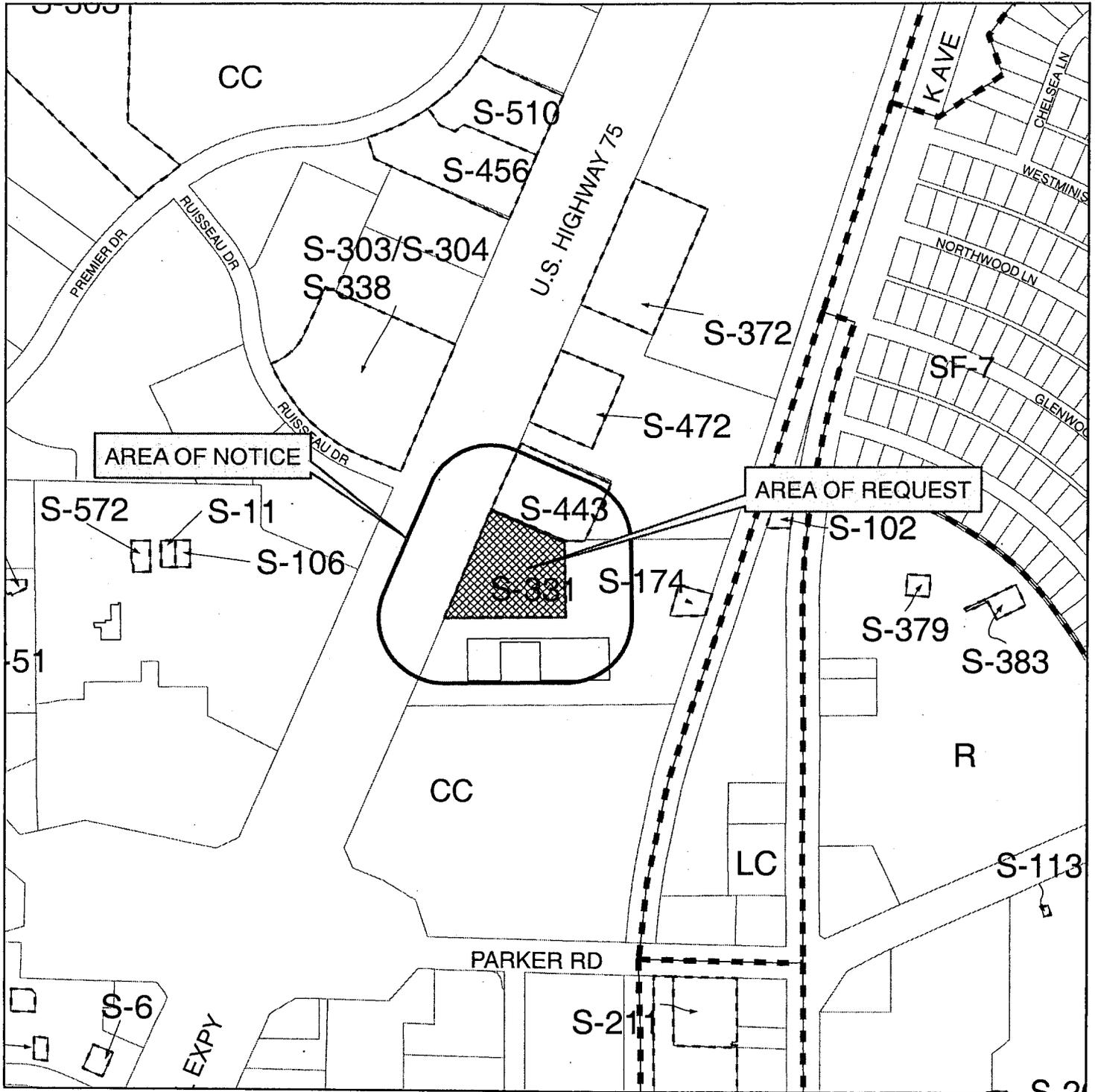
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Joe's Crab Shack restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

46-2



Zoning Case #: 2007-76

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #331

○ 200' Notification Buffer

4b-3



ORDINANCE NO. _____
(Zoning Case 2007-76)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 97-9-10; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 331 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 2.0± ACRES OF LAND OUT OF THE DANIEL ROWLETT SURVEY, ABSTRACT NO. 738, LOCATED ON THE EAST SIDE OF U.S. HIGHWAY 75, 800± 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 25th day of February, 2008, for the purpose of considering rescinding Specific Use Permit No. 331 for the additional use of Private Club on one lot on 2.0± acres of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the east side of U.S. Highway 75, 800± 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 25th day of February, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 331 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.

465

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

Section I. Ordinance No. 97-9-10, duly passed and approved by the City Council of the City of Plano, Texas, on September 8, 1997, granting Specific Use Permit No. 331 for the additional use of Private Club on one lot 2.0± acres of land out of the Daniel Rowlett Survey, Abstract No. 738, located on the east side of U.S. Highway 75, 800± feet north of Parker Road in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 331 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.

46-6

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

PASSED AND APPROVED THIS THE 25TH DAY OF FEBRUARY, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

467

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Daniel Rowlett Survey, Abstract No. 738, in the City of Plano, Collin County, Texas; said tract being part of Lot 2R, Block A of a "Replat of Fairview Farm Marketplace – Lot 2R, Block A" an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet J, Page 481 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING, at a 1-inch iron rod in concrete found for the most Southwest corner of said Lot 2R, said point being on the Easterly right-of-way of the U.S. Highway 75 (300-foot wide, commonly known as North Central Expressway), said point also being the most Westerly Northwesterly corner of Fairview Farm Marketplace – Lot 1R, Block A, an addition to the City of Plano, Collin County, Texas, as recorded in Cabinet J, Page 482 of the Plat Records of Collin County, Texas;

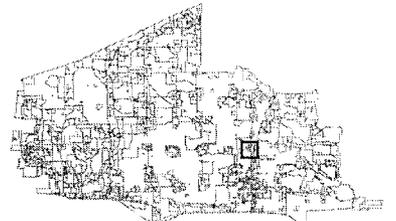
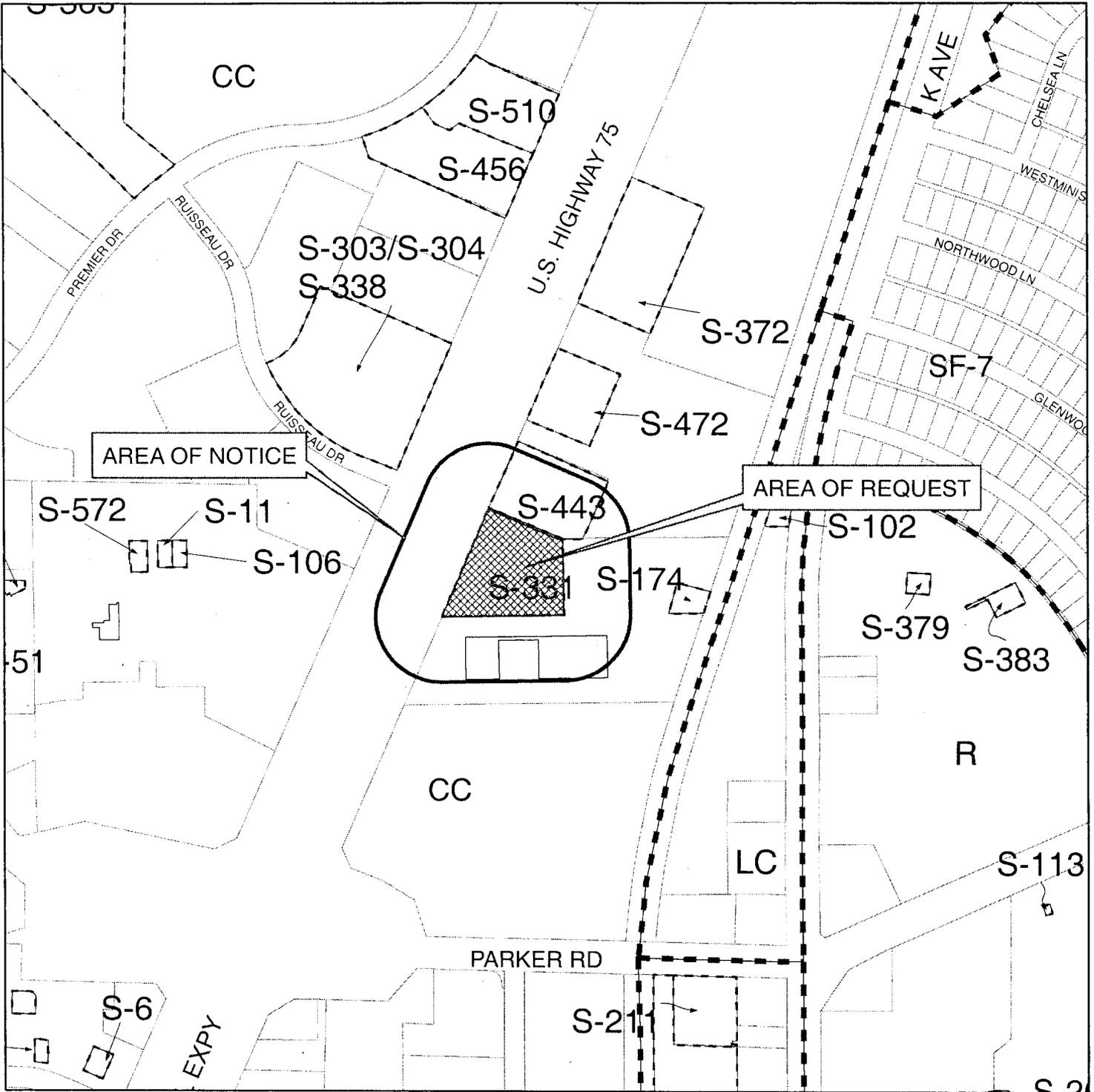
THENCE North 24° 15' 35" East, with said East line of U.S. Highway 75, a distance of 364.13 feet to a 5/8-inch iron rod with "Gonzalez & Schneeberg" yellow plastic cap set for corner;

THENCE South 65° 44' 25" East, leaving said East line of U.S. Highway 75, a distance of 240.98 feet to a 5/8-inch iron rod with "Gonzalez & Schneeberg" yellow plastic cap set for corner;

THENCE South 00° 19' 35" West, passing at 31.06 feet a 1-inch iron rod in concrete found for the most Northerly Northwest corner of said Lot 1R, said point also being a common corner of said Lot 2R, continuing, with a common line of said Lots 2R and 1R, in all a distance of 235.06 feet to a 1-inch iron rod in concrete found for a common corner of said Lots 2R and 1R;

THENCE North 89° 40' 25" West, continuing with said common line of Lots 1R and 2R, a distance of 367.68 feet to the POINT OF BEGINNING;

CONTAINING 87,118 square feet or 2.0000 acres of land, more or less.



Zoning Case #: 2007-76

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #331

○ 200' Notification Buffer



4b-9

DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA ITEM NO. 7C - PUBLIC HEARING
ZONING CASE 2007-77
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #334 for Private Club on one lot on 0.1± acre located 1,050± feet north of Plano Parkway and 800± feet east of Alma Drive. Zoned Corridor Commercial.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TMF/dc

4c-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda Item No. 7C

Public Hearing: Zoning Case 2007-77

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #334 for Private Club on one lot on 0.1± acre located 1,050± feet north of Plano Parkway and 800± feet east of Alma Drive. Zoned Corridor Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #334 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.

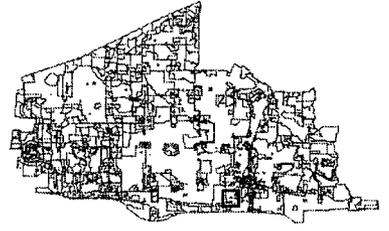
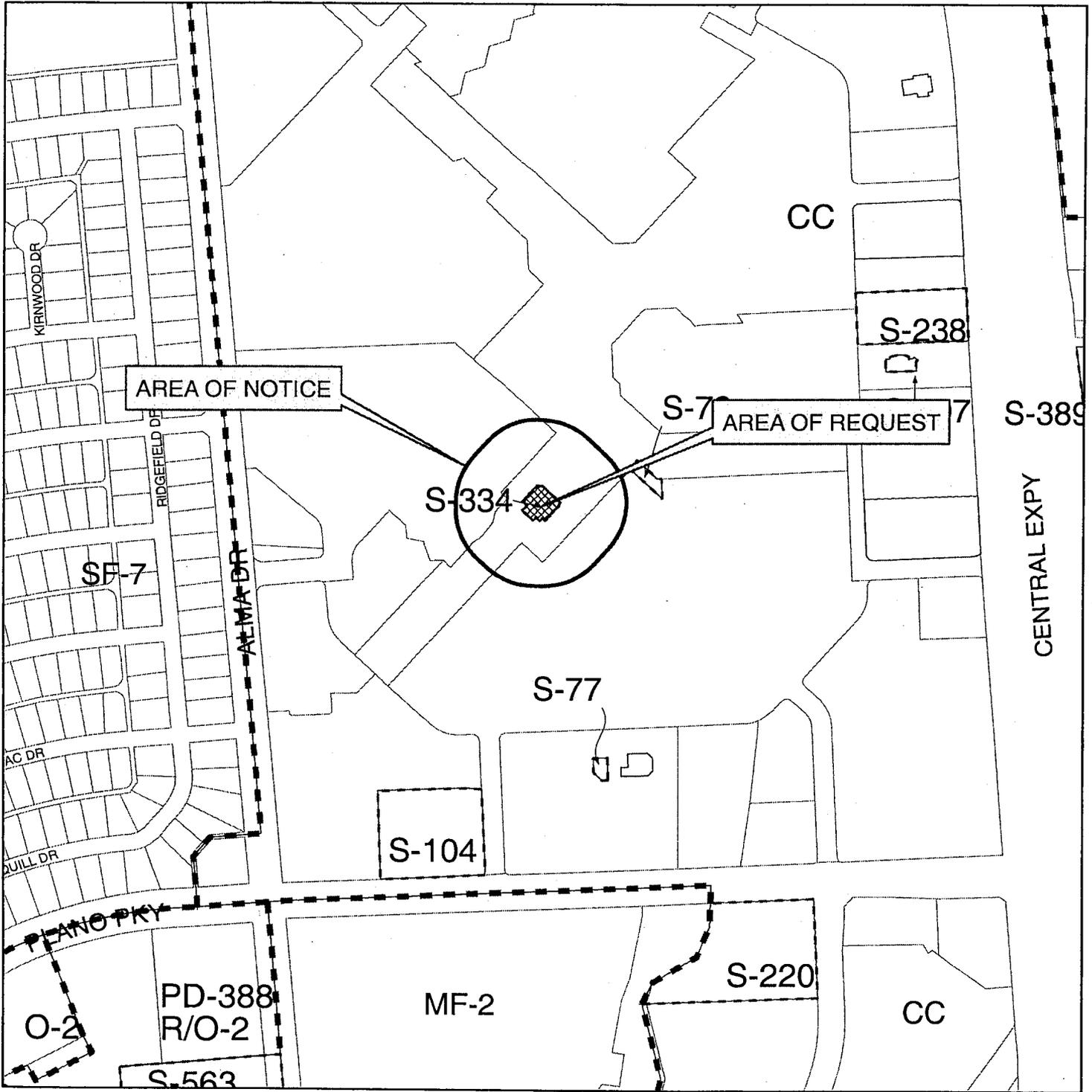
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to 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.

Tino's Cantina restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

Recommended for approval as submitted.

4c-2



Zoning Case #: 2007-77

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #334

○ 200' Notification Buffer

403



ORDINANCE NO. _____
(Zoning Case 2007-77)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 97-10-25; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 334 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE SAMUEL KLEPPER SURVEY, ABSTRACT NO. 216 AND THE JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213, LOCATED 1,050± FEET NORTH OF PLANO PARKWAY AND 800± 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.

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 25th day of February, 2008, for the purpose of considering rescinding Specific Use Permit No. 334 for the additional use of Private Club on one lot on 0.1± acre of land out of the Samuel Klepper Survey, Abstract No. 216 and the Joseph Klepper Survey, Abstract No. 213, located 1,050± feet north of Plano Parkway and 800± feet east of Alma 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 25th day of February, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 334 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. 97-10-25, duly passed and approved by the City Council of the City of Plano, Texas, on October 13th, 1997, granting Specific Use Permit No. 334 for the additional use of Private Club on one lot on 0.1± acre of land out of the Samuel Klepper Survey, Abstract No. 216 and the Joseph Klepper Survey, Abstract No. 213, located 1,050± feet north of Plano Parkway and 800± feet east of Alma Drive in the City of Plano, Collin County, Texas, presently zoned Corridor Commercial, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 334 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 25TH DAY OF FEBRUARY, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

406
Z:ORDIN(2007-77 (TMF)

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the City of Plano, Collin County, Texas, and being part of the Samuel Kelper Survey, Abstract No. 216 and part of the Joseph Klepper Survey, Abstract No. 213 and being part of Block A, Lot 1 of Regional Mall Addition, an addition to the City of Plano as recorded in Volume C Page 319 of the Map Records of Collin County, Texas, and being more full described as follows:

COMMENCING at the intersection of the Easterly line of Alma Road (100-feet wide) and the Northerly line of Plano Parkway (100-feet wide); thence North $04^{\circ} 08' 24''$ West along the Easterly line of Alma Road a distance of 661.55 feet to a point for a corner; thence North $88^{\circ} 34' 36''$ East, a distance of 303.97 feet to a point in the Southwesterly line of Ring Road for a corner; thence North $43^{\circ} 34' 36''$ East, a distance of 688.64 feet to the POINT OF BEGINNING;

THENCE South $46^{\circ} 25' 24''$ East, a distance of 18.85 feet to a point for corner;

THENCE South $43^{\circ} 34' 36''$ West, a distance of 21.17 feet to a point for corner;

THENCE South $46^{\circ} 25' 24''$ East, a distance of 45.06 feet to a point for corner;

THENCE North $43^{\circ} 34' 36''$ East, a distance of 14.17 feet to a point for corner;

THENCE South $46^{\circ} 25' 24''$ East, a distance of 16.25 feet to a point for corner;

THENCE North $43^{\circ} 34' 36''$ East, a distance of 11.83 feet to a point for corner;

THENCE South $46^{\circ} 25' 24''$ East, a distance of 11.18 feet to a point for corner;

THENCE North $43^{\circ} 34' 36''$ East, a distance of 61.67 feet to a point for corner;

THENCE North $46^{\circ} 25' 24''$ West, a distance of 2.67 feet to a point for corner;

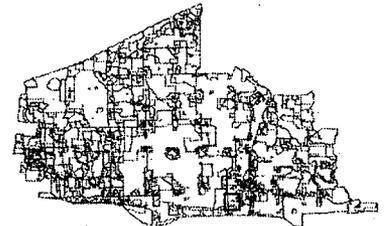
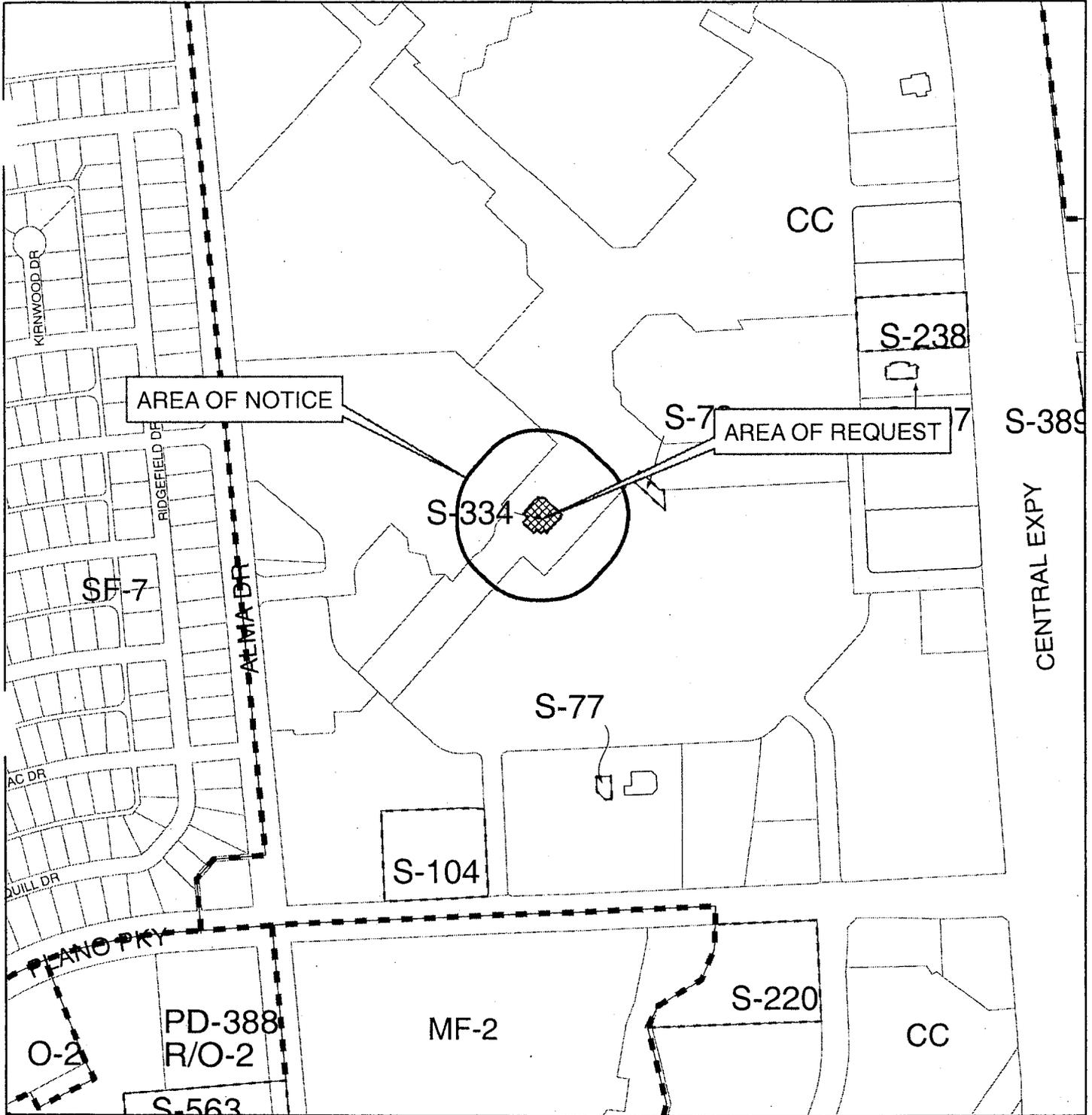
THENCE North $43^{\circ} 34' 36''$ East, a distance of 10.00 feet to a point for corner;

THENCE North $46^{\circ} 25' 24''$ West, a distance of 75.00 feet to a point for corner;

THENCE South $88^{\circ} 34' 36''$ West, a distance of 14.14 feet to a point for corner;

THENCE North $46^{\circ} 25' 24''$ West, a distance of 3.67 feet to a point for corner;

THENCE South $43^{\circ} 34' 36''$ West, a distance of 66.50 feet to the PLACE OF BEGINNING and CONTAINING 7,887.70 square feet of area.



Zoning Case #: 2007-77

Existing Zoning: CORRIDOR COMMERCIAL w/SPECIFIC USE PERMIT #334

408

○ 200' Notification Buffer

DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA ITEM NO. 7D - PUBLIC HEARING
ZONING CASE 2007-78
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #349 for Private Club on one lot on 0.1± acre located 75± feet north of Park Boulevard, 600± feet west of Ohio Drive. Zoned Retail.

APPROVED: 6-0 **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: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dc

4d-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda Item No. 7D

Public Hearing: Zoning Case 2007-78

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #349 for Private Club on one lot on 0.1± acre located 75± feet north of Park Boulevard, 600± feet west of Ohio Drive. Zoned Retail.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #349 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.

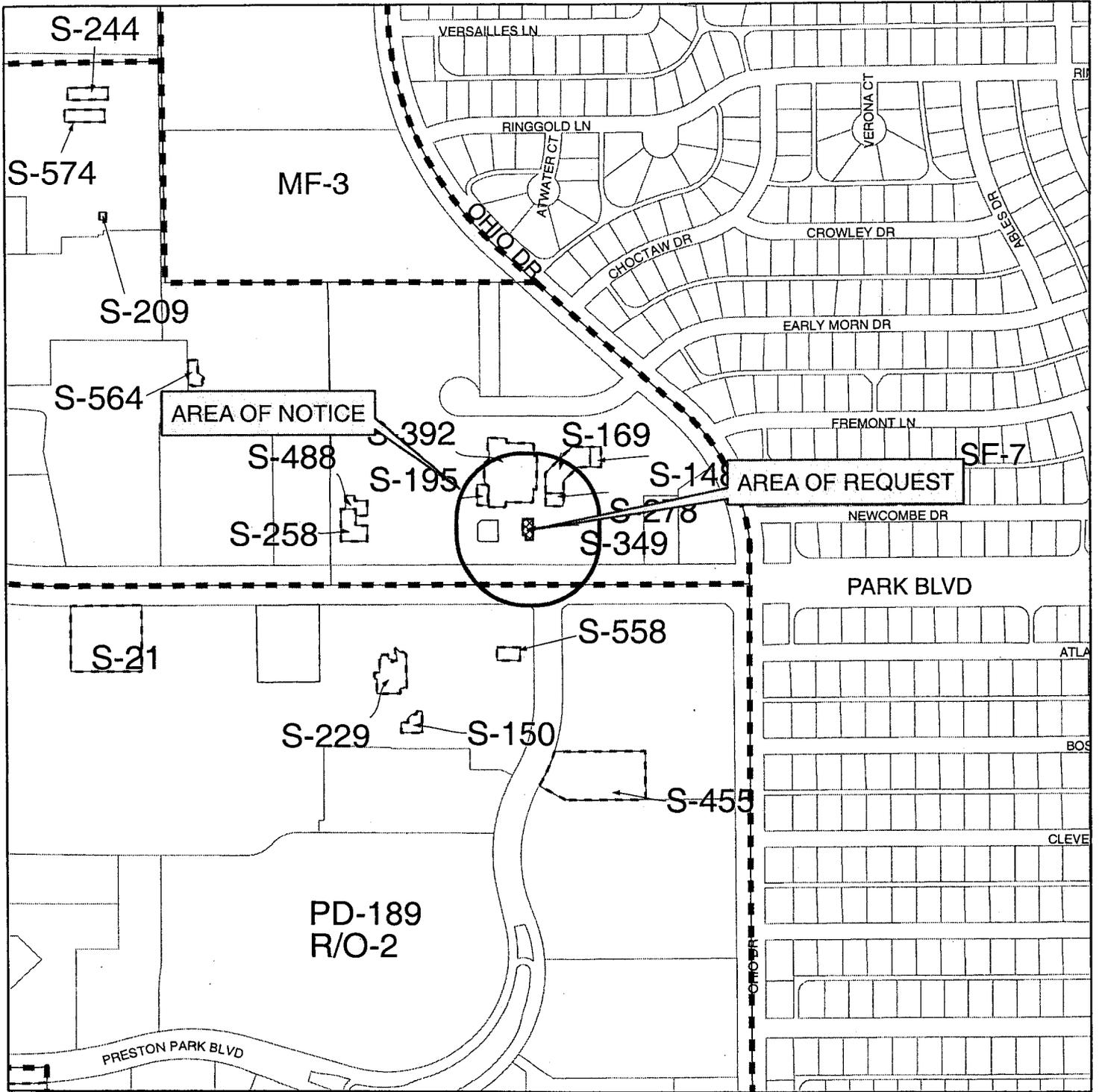
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to 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.

Rockfish Seafood Grill restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded, since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received a response from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

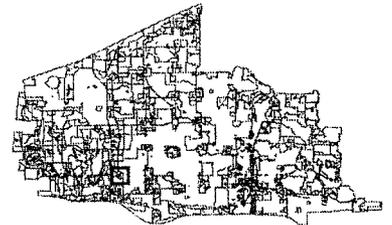
Recommended for approval as submitted.

4d-2



Zoning Case #: 2007-78

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #349



○ 200' Notification Buffer

4d-3



ORDINANCE NO. _____
(Zoning Case 2007-78)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 98-2-29; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 349 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE T. J. COTTON SURVEY, ABSTRACT NO. 200, LOCATED 75± FEET NORTH OF PARK BOULEVARD, 600± 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.

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 25th day of February, 2008, for the purpose of considering rescinding Specific Use Permit No. 349 for the additional use of Private Club on one lot on 0.1± acre of land out of the T. J. Cotton Survey, Abstract No. 200, located 75± feet north of Park Boulevard, 600± feet west of Ohio 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 25th day of February, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 349 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.

4d-4
ZORDZC2007-78 (EH)

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

Section I. Ordinance No. 98-2-29, duly passed and approved by the City Council of the City of Plano, Texas, on February 23, 1998, granting Specific Use Permit No. 349 for the additional use of Private Club on one lot on 0.1± acre of land out of the T. J. Cotton Survey, Abstract No. 200, located 75± feet north of Park Boulevard, 600± feet west of Ohio Drive in the City of Plano, Collin County, Texas, presently zoned Retail, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 349 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 25TH DAY OF FEBRUARY, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

4d-6

EXHIBIT "A"
LEGAL DESCRIPTION

BEING 1809.5335 square feet of restaurant lease space, owned by Berkley Partners Limited, leased to RMD Enterprises, Inc., out of the T. J. Cotton Survey, Abstract No. 200, located in Lot 1R, Block 1, Berkley Square, an addition to the City of Plano, Texas, as recorded in Volume F, Page 330, Plat Records of Collin County, Texas, and being more fully described by metes and bounds as follows:

COMMENCING at the Southwest corner of Lot 1R, Block 1, Berkley Square Addition, same being the Southwest corner of Lot 2-R, Block 1 of said addition;

THENCE North 89° 25' 00" West, along the North line of West Park Boulevard, a distance of 332.90 feet;

THENCE North 00° 35' 00" East, 75.19 to the Southwest corner of said lease space and being the POINT OF BEGINNING;

THENCE following the column lines of said lease space the following:

North 89° 15' 58" West, a distance of 20.58 feet;

North 00° 44' 02" East, a distance of 14.83 feet;

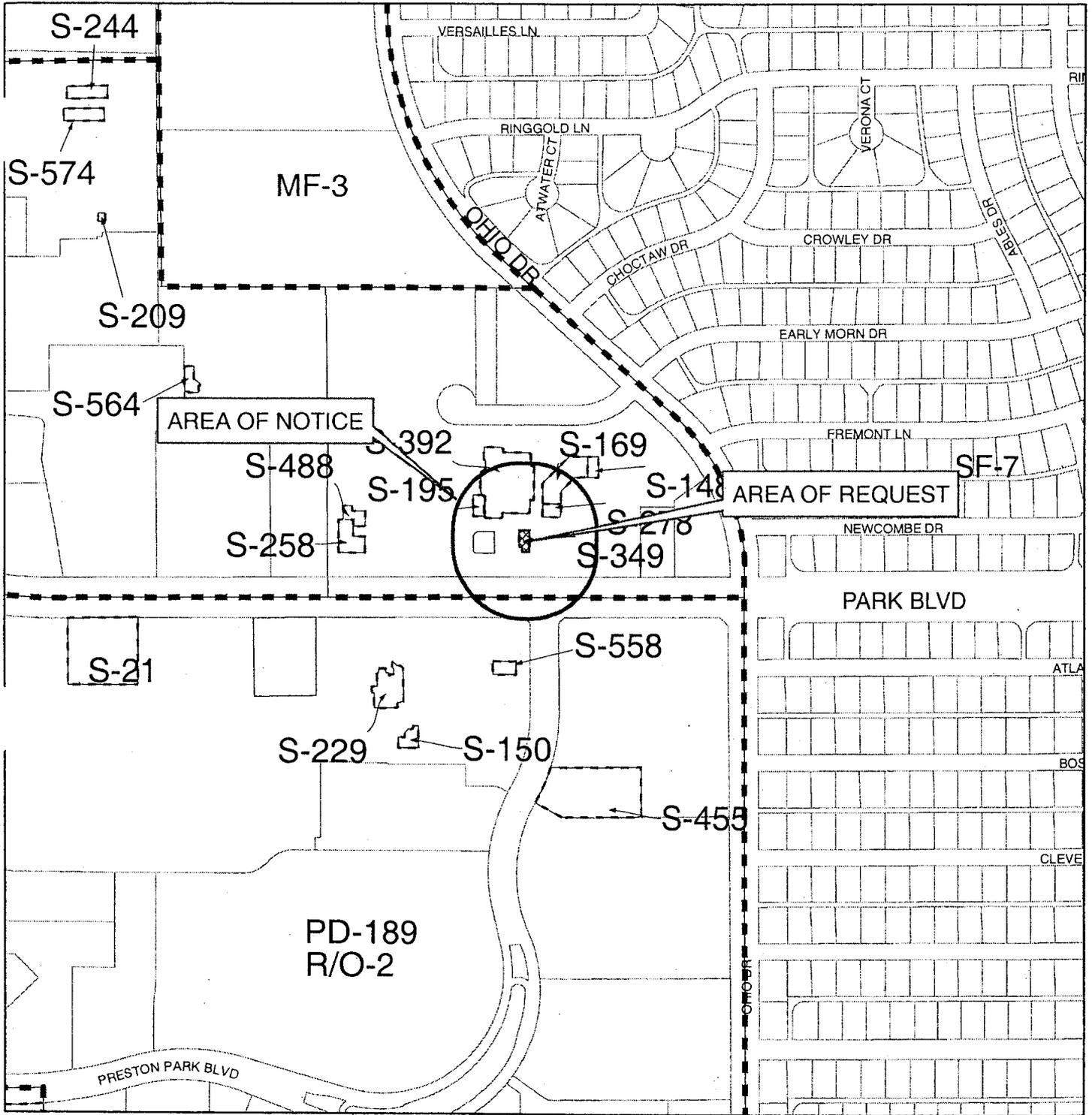
North 89° 15' 58" West, a distance of 9.00 feet;

North 00° 44' 02" East, a distance of 49.95 feet;

South 89° 15' 58" East, a distance of 29.85 feet;

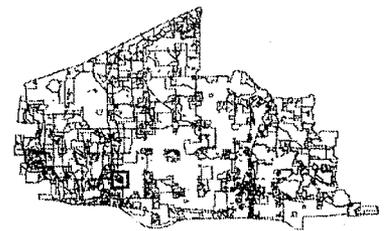
South 00° 44' 02" West, a distance of 64.81 feet to the POINT OF BEGINNING said restaurant lease space CONTAINING 1,809.5335 square feet.

4d-7



Zoning Case #: 2007-78

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #349



○ 200' Notification Buffer

428

DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA ITEM NO. 7E - PUBLIC HEARING
ZONING CASE 2007-79
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #356 for Private Club on one lot on 0.1± acre located 85± feet north of Park Boulevard, 410± feet west of Coit Road. Zoned Retail.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda Item No. 7E

Public Hearing: Zoning Case 2007-79

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #356 for Private Club on one lot on 0.1± acre located 85± feet north of Park Boulevard, and 410± feet west of Coit Road. Zoned Retail.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #356 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.

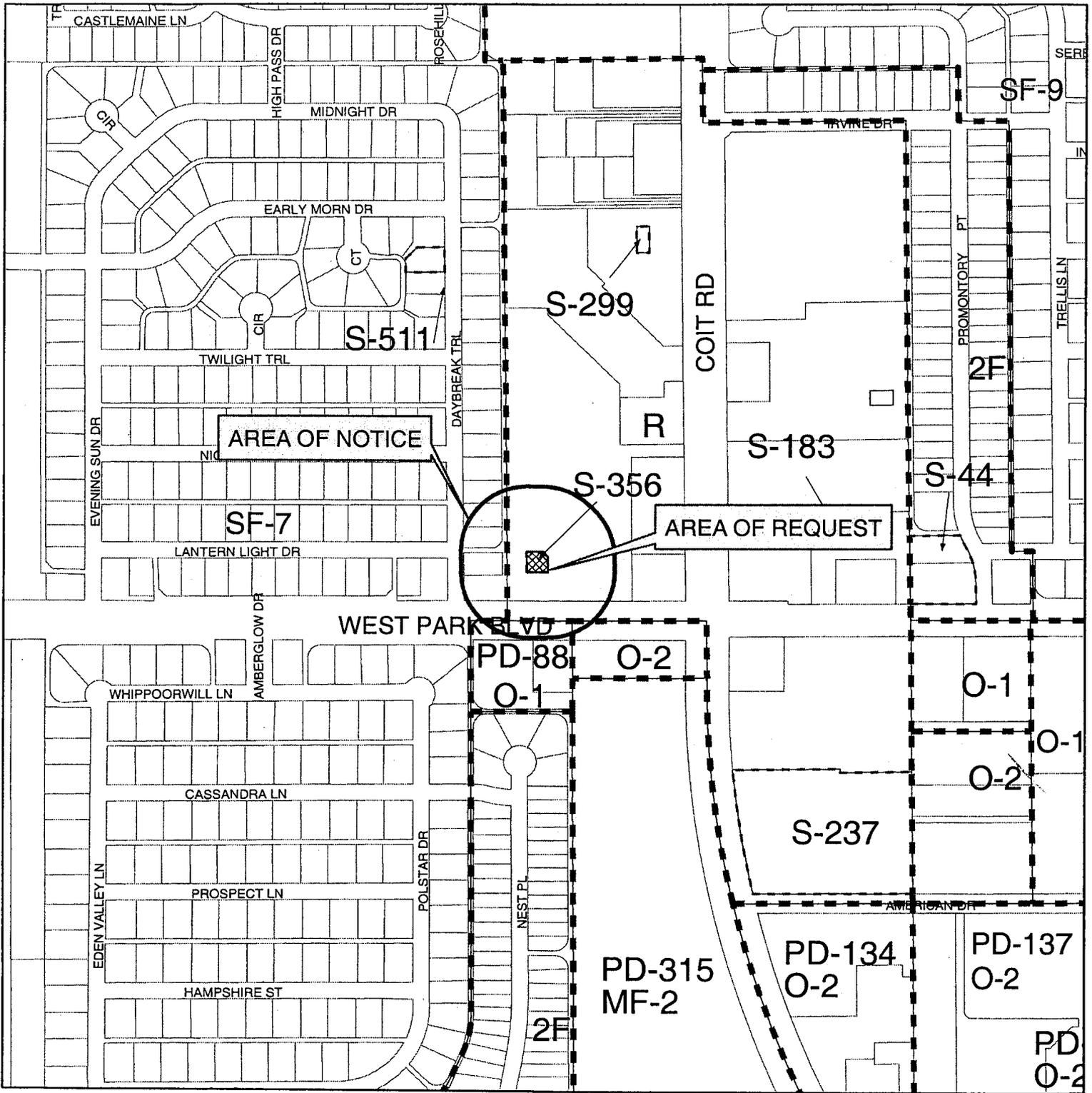
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to 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.

Mi Jakalito Mexican restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received any responses from the property owner as to whether or not they concur with the removal of the SUP.

RECOMMENDATION:

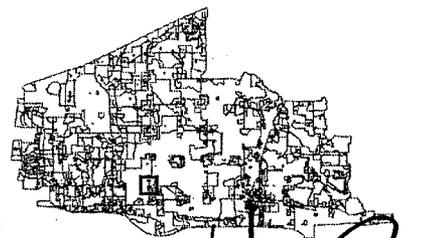
Recommended for approval as submitted.

4e-2



Zoning Case #: 2007-79

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #356



○ 200' Notification Buffer

423

ORDINANCE NO. _____
(Zoning Case 2007-79)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 98-5-38; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 356 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 0.1± ACRE OF LAND OUT OF THE T. J. COTTON SURVEY, ABSTRACT NO. 202, LOCATED 85± FEET NORTH OF PARK BOULEVARD, 410± FEET WEST OF COIT 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 25th day of February, 2008, for the purpose of considering rescinding Specific Use Permit No. 356 for the additional use of Private Club on one lot on 0.1± acre of land out of the T. J. Cotton Survey, Abstract No. 202, located 85± feet north of Park Boulevard, 410± feet west of Coit 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 25th day of February, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 356 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.

4e4

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

Section I. Ordinance No. 98-5-38, duly passed and approved by the City Council of the City of Plano, Texas, on May 26, 1998, granting Specific Use Permit No. 356 for the additional use of Private Club on one lot on 0.1± acre of land out of the T. J. Cotton Survey, Abstract No. 202, located 85± feet north of Park Boulevard, 410± feet west of Coit Road in the City of Plano, Collin County, Texas, presently zoned Retail, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 356 is hereby rescinded.

Section II. It is hereby directed that the Comprehensive Zoning Ordinance, No. 2006-4-24, as heretofore amended, be revised and amended (which is retained in electronic record format), to reflect the action and zoning classification established by this Ordinance.

Section III. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. The repeal of any ordinance or part of ordinances affectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

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

PASSED AND APPROVED THIS THE 25TH DAY OF FEBRUARY, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

4e-6
Z:ORD\ZC2007-79 (TE)

EXHIBIT "A"
LEGAL DESCRIPTION

SITUATED in the State of Texas, County of Collin and City of Plano, being part of the T. J. Cotton Survey, Abstract No. 202, being part of Lot 1A of the second replat of 544 Coit Addition, an addition to the City of Plano recorded in Cabinet F, Page 614 of the Collin County Map Records and being more particularly described by metes and bounds as follows:

COMMENCING for reference at an "X" found in the North right-of-way line of West Park Boulevard (F.M. 544) marking the most Southerly Southeast corner of said addition and the Southwest corner of Lot 2, Block a of 544 Coit Addition, an addition to the City of Plano recorded in Cabinet B, Page 269 of the Collin County Map Records;

THENCE with the East line of Lot 1A and the West line of said Lot 2, Block A of 544 Coit Addition, North 91.18 feet to a point;

THENCE South 89° 59' 32" West, 251.87 feet to the principle PLACE OF BEGINNING and Southeast corner of the premises herein described, said corner being the Southeast corner of a one-story brick building;

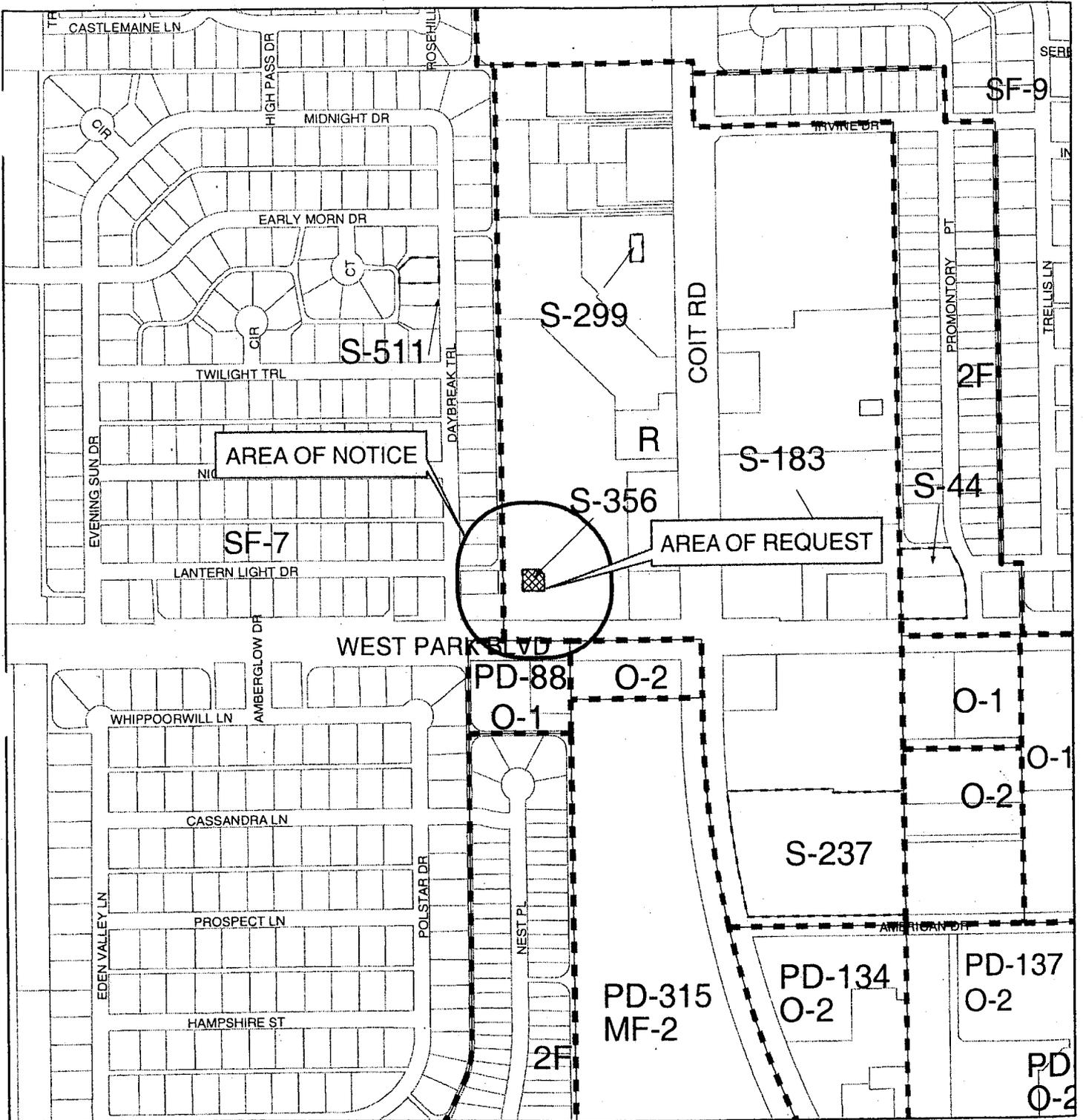
THENCE with the South facing of said brick building and the South line of said premises, South 89° 59' 32" West, 64.85 feet to the Southwest corner of said premises;

THENCE passing through said brick building along the West line of said premises, North 00° 00' 28" West, 63.60 feet to the point marking the Northwest corner of said premises;

THENCE along the North line of said premises, passing through a portion of said one-story brick building and along the North facing of said building, North 89° 59' 32" East, 49.47 feet to a Northeast corner of said premises and said building;

THENCE with the Northeasterly line of said premises and the Northeasterly facing of said building, South 44° 53' 08" East, 21.79 feet to the most Easterly Northeast corner of said premises and said building;

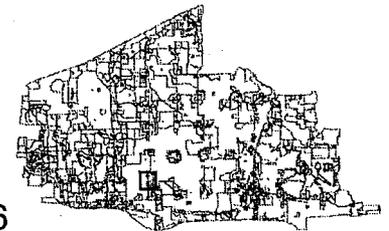
THENCE with the East line of said premises and East facing of said building, South 00° 00' 28" East, 48.16 feet to the principle PLACE OF BEGINNING and CONTAINING 4,006 square feet or 0.092 acre of land.



Zoning Case #: 2007-79

Existing Zoning: RETAIL w/SPECIFIC USE PERMIT #356

4e-8



○ 200' Notification Buffer



DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA ITEM NO. 7F - PUBLIC HEARING
ZONING CASE 2007-80
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #362 for Private Club on one lot on 1.7± acres located on the east side of Dallas North Tollway, 1,150± feet south of Parker Road. Zoned Regional Employment.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 1

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/dc

4f-1

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda Item No. 7F

Public Hearing: Zoning Case 2007-80

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #362 for Private Club on one lot on 1.7± acres located on the east side of Dallas North Tollway, 1,150± feet south of Parker Road. Zoned Regional Employment.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #362 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.

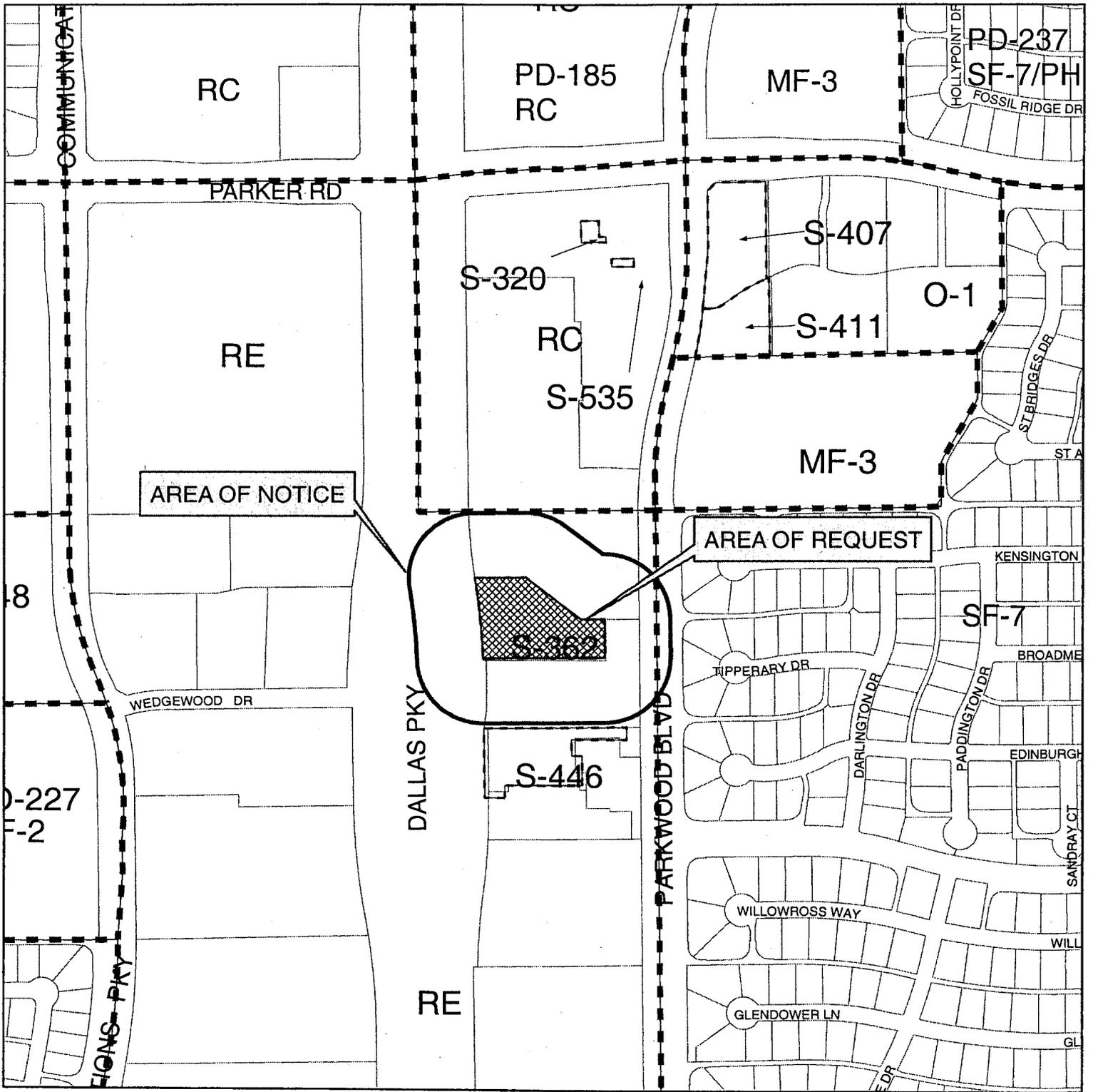
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for a Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to 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.

Saltgrass Steakhouse restaurant operates with a Mixed Beverage Permit from TABC. Therefore, for "housekeeping" purposes, staff recommends that the Private Club SUP be rescinded since the SUP is not necessary for the restaurant to sell alcoholic beverages. Staff has not received 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.

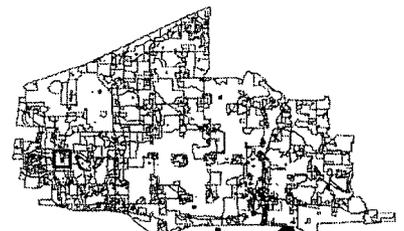
4f-2



Zoning Case #: 2007-80

Existing Zoning: REGIONAL EMPLOYMENT w/SPECIFIC USE PERMIT #362

○ 200' Notification Buffer



413

ORDINANCE NO. _____
(Zoning Case 2007-80)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 98-10-21; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 362 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 1.7± ACRES OF LAND OUT OF THE J. H. MOUNTS SURVEY, ABSTRACT NO. 610, LOCATED ON THE EAST SIDE OF DALLAS NORTH TOLLWAY, 1,150± FEET SOUTH 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 25th day of February, 2008, for the purpose of considering rescinding Specific Use Permit No. 362 for the additional use of Private Club on one lot on 1.7± acres of land out of the J. H. Mounts Survey, Abstract No. 610, located on the east side of Dallas North Tollway, 1,150± feet south 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 25th day of February, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 362 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. 98-10-21, duly passed and approved by the City Council of the City of Plano, Texas, on October 26, 1998, granting Specific Use Permit No. 362 for the additional use of Private Club on one lot on 1.7± acres of land out of the J. H. Mounts Survey, Abstract No. 610, located on the east side of Dallas North Tollway, 1,150± feet south of Parker Road in the City of Plano, Collin County, Texas, presently zoned Regional Employment, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 362 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 25TH DAY OF FEBRUARY, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

4f.6

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 1.686 acre tract of land situated in the J. H Mounts Survey, Abstract No. 610, City of Plano, Collin County, Texas; said tract being Lot 4R, Block A, Parkway Hills Addition, an addition to the City of Plano, Texas, according to the conveyance plat recorded in Volume K, Page 255 of the Map Records of Collin County, Texas; said 1.686 acre tract being more particularly described as follows:

COMMENCING at a 1-inch iron rod found in the East right-of-way line of the Dallas North Tollway (a variable width right-of-way), as conveyed to the Texas Turnpike Authority by deed recorded in Volume 2841, Page 719 of the land Records of Collin County, Texas; said point being the Southwest corner of a tract of land described in deed to Randall's Property, Inc., recorded in County Clerk Document No. 95-007033 of the Deed Records of Collin County, Texas; said point also being the Northwest corner of Lot 1R, Block A, Parkway Hills Addition, an addition to the City of Plano, Texas, according to the conveyance plat recorded in Volume J, Page 980 of the Map Records of Collin County, Texas; said point also being the beginning of a curve to the left whose center bears North $87^{\circ} 58' 53''$ East, a distance of 1,899.86 feet from said point;

THENCE in a Southerly direction along the said East line of the Dallas North Tollway and along said curve to the left through a central angle of $06^{\circ} 11' 51''$, an arc distance of 205.50 feet to a cut "+" set at the POINT OF BEGINNING; said point also being the Southwest corner of said Lot 1R; said point also being the Northwest corner of said Lot 4R;

THENCE North $89^{\circ} 54' 03''$ East, departing the said East line of the Dallas North Tollway and along the South line of said Lot 1R and the North line of said Lot 4R, a distance of 156.00 feet to a cut "+" set for corner;

THENCE South $52^{\circ} 15' 33''$ East, continuing along the said South line of Lot 1R and the said North line of Lot 4R, a distance of 208.88 feet to a cut "+" set for corner;

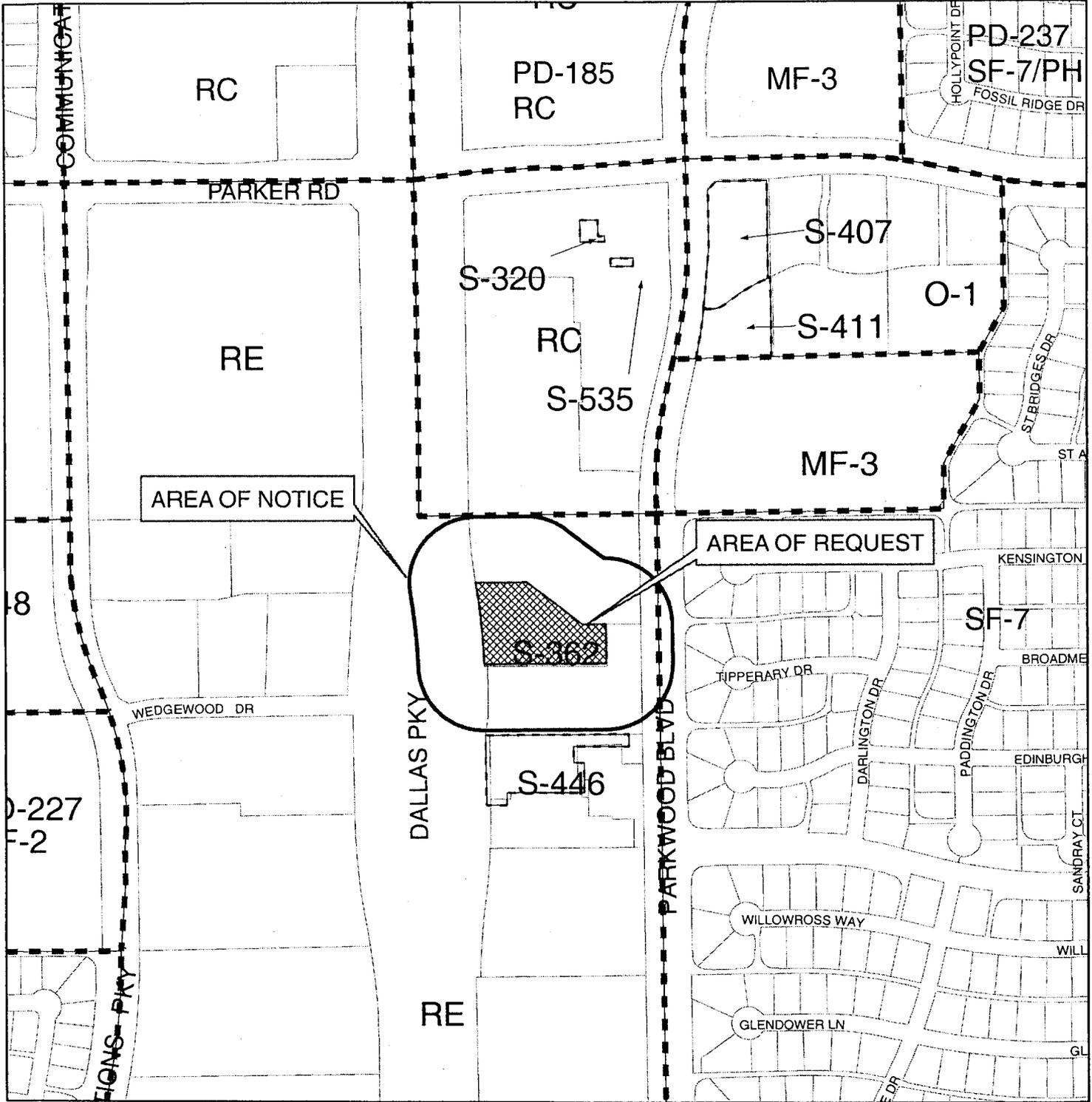
THENCE North $89^{\circ} 54' 03''$ East, continuing along the said South line of Lot 1R and the said North line of Lot 4R, a distance of 72.17 feet to a cut "+" found for corner; said point being the Easternmost Northeast corner of said Lot 4R, said point also being the Westernmost Northwest corner of Lot 7, Block A, Parkway Hills Addition, an addition to the City of Plano, Texas, according to the conveyance plat recorded in Volume K, Page 255 of the Map Records of Collin County, Texas;

THENCE South $00^{\circ} 08' 50''$ East, departing the said South line of Lot 1R and along the said East line of Lot 4R, a distance of 117.70 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found for corner; said point being in the Southeast corner of said Lot 4R;

THENCE South $89^{\circ} 54' 03''$ West, along the said South line of Lot 4R and along the said North line of Lot 7, a distance of 371.03 feet to a 1/2-inch iron rod with "Pacheco Koch" cap found in the said East line of the Dallas North Tollway, said point being the Southwest corner of Lot 4R; said point also being the Westernmost Northwest corner of said Lot 7; said point also being on a curve to the left whose center bears South $88^{\circ} 24' 34''$ West, a distance of 1,919.86 feet from said point;

THENCE in a Northerly direction, along the said East line of the Dallas North Tollway and along the said curve to the left through a central angle of $07^{\circ} 00' 01''$, an arc distance of 234.57 feet to a cut "+" set for the beginning of a reverse curve to the right whose center bears North $81^{\circ} 24' 33''$ East, a distance of 1,899.88 feet from said point;

THENCE in a northerly direction along the said East line of the Dallas North Tollway and along said curve to the right through a central angle of $00^{\circ} 22' 30''$, an arc distance of 12.44 feet to the POINT OF BEGINNING and CONTAINING 73,463 square feet or 1.686 acres of land, more or less.

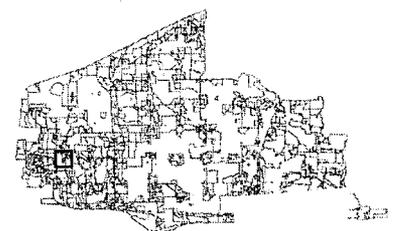


Zoning Case #: 2007-80

Existing Zoning: REGIONAL EMPLOYMENT w/SPECIFIC USE PERMIT #362

○ 200' Notificat:

4 for 9



DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA ITEM NO. 7G - PUBLIC HEARING
ZONING CASE 2007-81
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #364 for Private Club on one lot on 1.5± acres located on the south side of State Highway 121, 260± feet east of Preston Road. Zoned Regional Commercial with Specific Use Permit #364.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

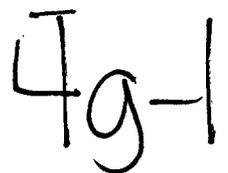
STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc



CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda Item No. 7G

Public Hearing: Zoning Case 2007-81

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #364 for Private Club on one lot on 1.5± acres located on the south side of State Highway 121, 260± feet east of Preston Road. Zoned Regional Commercial.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #364 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.

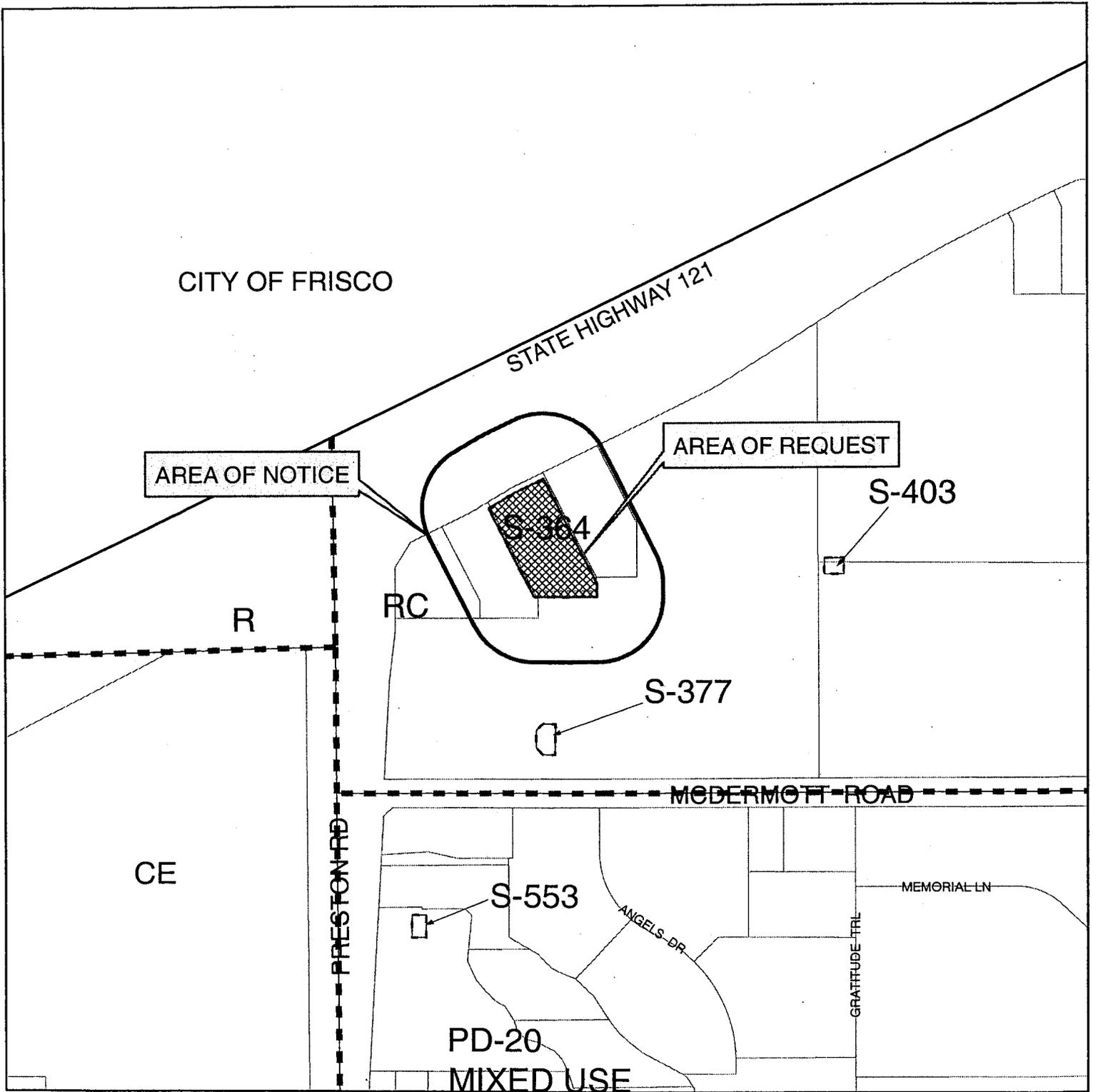
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring 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 Mexican Cafe 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.

4g-2



Zoning Case #: 2007-81

Existing Zoning: REGIONAL COMMERCIAL w/SPECIFIC USE PERMIT #364

○ 200' Notification Buffer

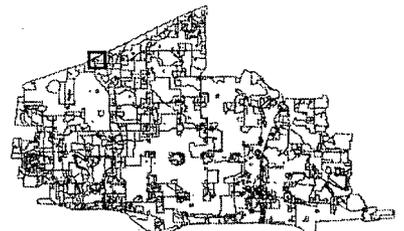


Fig-3

ORDINANCE NO. _____
(Zoning Case 2007-81)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 98-10-23; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 364 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 1.5± ACRES OF LAND OUT OF THE WILLIAM BROWN SURVEY, ABSTRACT NO. 66, LOCATED ON THE SOUTH SIDE OF STATE HIGHWAY 121, 260± 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.

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 25th day of February, 2008, for the purpose of considering rescinding Specific Use Permit No. 364 for the additional use of Private Club on one lot on 1.5± acres of land out of the William Brown Survey, Abstract No. 66, located on the south side of State Highway 121, 260± feet east of Preston 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 25th day of February, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No.364 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.

494
Z:ORDINANCE 2007-81 (BT)

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

Section I. Ordinance No. 98-10-23, duly passed and approved by the City Council of the City of Plano, Texas, on October 26, 1998, granting Specific Use Permit No. 364 for the additional use of Private Club on one lot on 1.5± acres of land out of the William Brown Survey, Abstract No. 66, located on the south side of State Highway 121, 260± feet east of Preston Road in the City of Plano, Collin County, Texas, presently zoned Regional Commercial, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 364 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 25TH DAY OF FEBRUARY, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

49-6

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 1.529 acre tract of land situated in the William Brown Survey, Abstract No. 66, City of Plano, Collin County, Texas, and being a portion of a called 60.677 acre tract of land described in Exhibit D of the deed to Mixon Enterprises recorded in Volume 2160, Page 927, Deed Records of Collin County, Texas, said 1.529 acre tract of land being more particularly described as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "Beasley RPLS 4050" found for the most Northerly Northwest corner of said 60.677 acre tract of land and being in the Southeasterly right-of-way line of State Highway 121 (a called 120-foot right-of-way);

THENCE North $64^{\circ} 16' 07''$ East along said Southeasterly right-of-way line, a distance of 128.78 feet to a point for corner;

THENCE South $25^{\circ} 43' 53''$ East, a distance of 247.44 feet to a 1/2-iron rod set for the POINT OF BEGINNING;

THENCE North $59^{\circ} 46' 01''$ East, a distance of 86.99 feet to a 1/2-inch iron rod set for corner;

THENCE North $64^{\circ} 20' 29''$ East, a distance of 101.95 feet to a 1/2-inch iron rod set for corner;

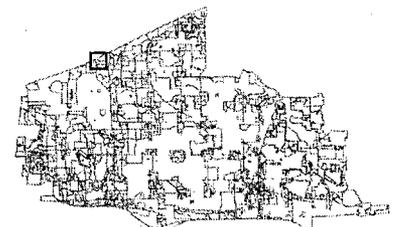
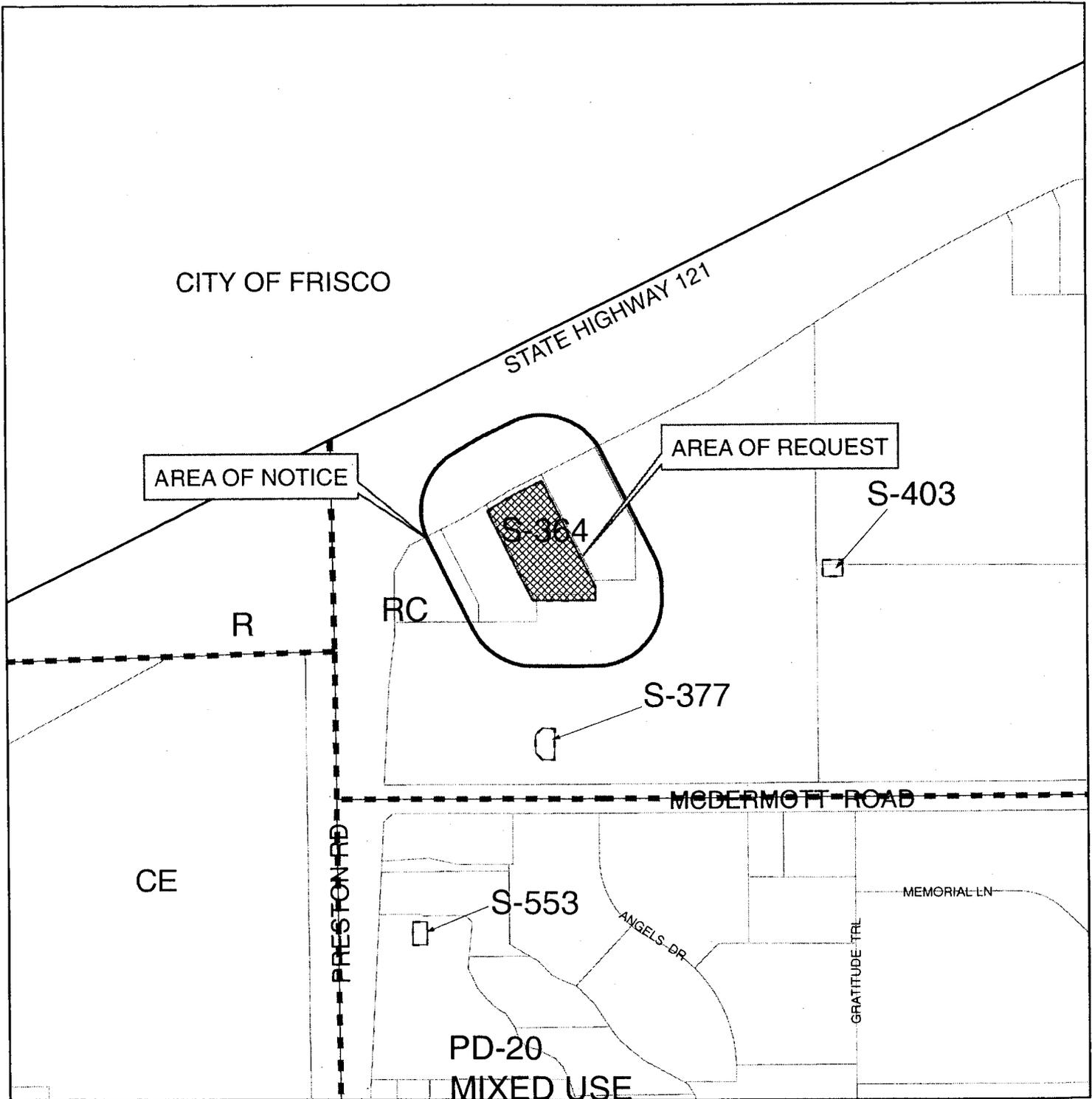
THENCE South $25^{\circ} 41' 09''$ East, a distance of 357.32 feet to a 1/2-inch iron rod set for corner;

THENCE South $00^{\circ} 42' 01''$ West, a distance of 41.31 feet to a 1/2-inch iron rod set for corner;

THENCE North $89^{\circ} 20' 44''$ West, a distance of 190.08 feet to a 1/2-inch iron rod set for corner;

THENCE North $25^{\circ} 40' 44''$ West, a distance of 303.14 feet to a 1/2-inch iron rod set the POINT OF BEGINNING and CONTAINING a computed area of 66,587 square feet or 1.529 acres of land.

4g-7



Zoning Case #: 2007-81

Existing Zoning: REGIONAL COMMERCIAL w/SPECIFIC USE PERMIT #364

○ 200' Notification Buffer



4g-8

DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA ITEM NO. 7H - PUBLIC HEARING
ZONING CASE 2007-82
APPLICANT: CITY OF PLANO**

Request to rescind Specific Use Permit #365 for Private Club on one lot on 1.9± acres located on the east side of Dallas North Tollway, 1,230± feet south of Windhaven Parkway. Zoned Regional Employment with Specific Use Permit #365.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

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

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

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

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BT/dc

4h1

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda Item No. 7H

Public Hearing: Zoning Case 2007-82

Applicant: City of Plano

DESCRIPTION:

Request to rescind Specific Use Permit #365 for Private Club on one lot on 1.9± acres located on the east side of Dallas North Tollway, 1,230± feet south of Windhaven Parkway. Zoned Regional Employment.

REMARKS:

This is a city-initiated zoning request to rescind Specific Use Permit (SUP) #365 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.

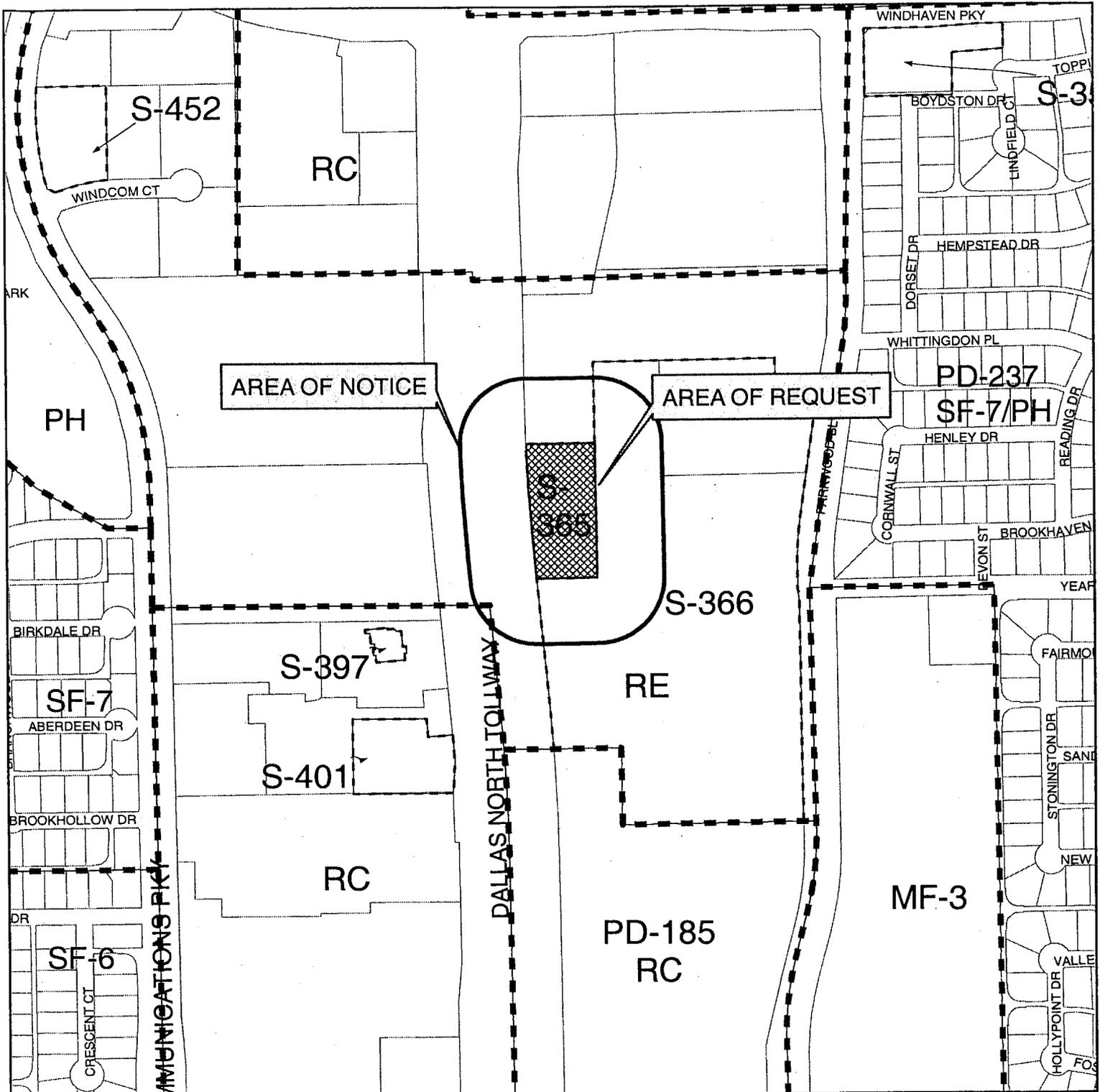
Prior to the May 2005 election, a restaurant in Plano desiring to serve alcoholic beverages had to obtain SUP approval for Private Club from the City of Plano and had to obtain a Private Club Permit from the Texas Alcoholic Beverage Commission (TABC). The election gave restaurants another option to serve alcoholic beverages by acquiring a Mixed Beverage Permit (with a Food and Beverage Certificate) directly from TABC. With the Mixed Beverage Permit, an SUP is no longer necessary.

Razzoo's Cajun Cafe 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.

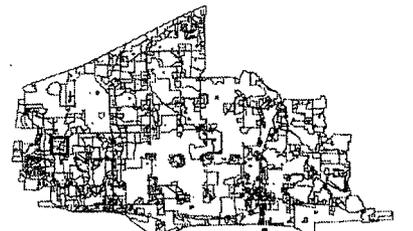
4h-2



Zoning Case #: 2007-82

Existing Zoning: REGIONAL EMPLOYMENT w/SPECIFIC USE PERMIT #365

○ 200' Notification Buffer



113

ORDINANCE NO. _____
(Zoning Case 2007-82)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, REPEALING IN ITS ENTIRETY ORDINANCE NO. 98-10-25; THEREBY RESCINDING SPECIFIC USE PERMIT NO. 365 FOR THE ADDITIONAL USE OF PRIVATE CLUB ON ONE LOT ON 1.9± ACRES OF LAND OUT OF THE COLBERT LOTTREL SURVEY, ABSTRACT NO. 522, LOCATED ON THE EAST SIDE OF DALLAS NORTH TOLLWAY, 1,230± FEET SOUTH OF WINDHAVEN 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 25th day of February, 2008, for the purpose of considering rescinding Specific Use Permit No. 365 for the additional use of Private Club on one lot on 1.9± acres of land out of the Colbert Lottrel Survey, Abstract No. 522, located on the east side of Dallas North Tollway, 1,230± feet south of Windhaven 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 25th day of February, 2008; and

WHEREAS, the City Council is of the opinion and finds that the rescinding of Specific Use Permit No. 365 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 h 4
Z:\PRD\ZC\2007-82 (BT)

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

Section I. Ordinance No. 98-10-25, duly passed and approved by the City Council of the City of Plano, Texas, on October 26, 1998, granting Specific Use Permit No. 365 for the additional use of Private Club on one lot on 1.9± acres of land out of the Colbert Lottrel Survey, Abstract No. 522, located on the east side of Dallas North Tollway, 1,230± feet south of Windhaven Parkway in the City of Plano, Collin County, Texas, presently zoned Regional Employment, more fully described on Exhibit "A", attached hereto, is hereby repealed in its entirety. Consequently, Specific Use Permit No. 365 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 25TH DAY OF FEBRUARY, 2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY


ZORDI 2007-82 (BT)

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a 1.8707 acre tract of land situated in the Colbert Lottrel Survey, Abstract No. 522 in the City of Plano, Collin County, Texas, and being part of Lot 3, Block A of Tinseltown Addition as recorded in Cabinet J, Page 596 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

COMMENCING at the intersection of the North right-of-way line of Parker Road (140-foot wide) and the East right-of-way line of Dallas North Tollway (right-of-way varies);

THENCE North $00^{\circ} 48' 27''$ West, along said East line a distance of 835.46 feet to the point of curvature of a circular curve to the left whose radius is 5,879.46 feet to the point of curvature of a circular curve to the left whose radius is 5,879.56 feet and whose chord bears North $03^{\circ} 08' 54''$ West, a distance of 480.26 feet;

THENCE continuing along said East line and along said curve, through a central angle of $04^{\circ} 40' 53''$, an arc length of 480.40 feet to a point for corner;

THENCE North $05^{\circ} 29' 21''$ West, continuing along said East line, a distance of 350.34 feet to a 1/2-inch iron rod with "Half Assoc." yellow plastic cap, (hereafter called "with cap") found at the POINT OF BEGINNING:

THENCE North $05^{\circ} 29' 21''$ West, continuing along said East line a distance of 99.66 feet to a 1/2" iron rod with cap, found for the point of curvature of a circular curve to the right whose radius is 5,579.58 feet and whose chord bears North $03^{\circ} 52' 31''$ West, a distance of 314.29 feet;

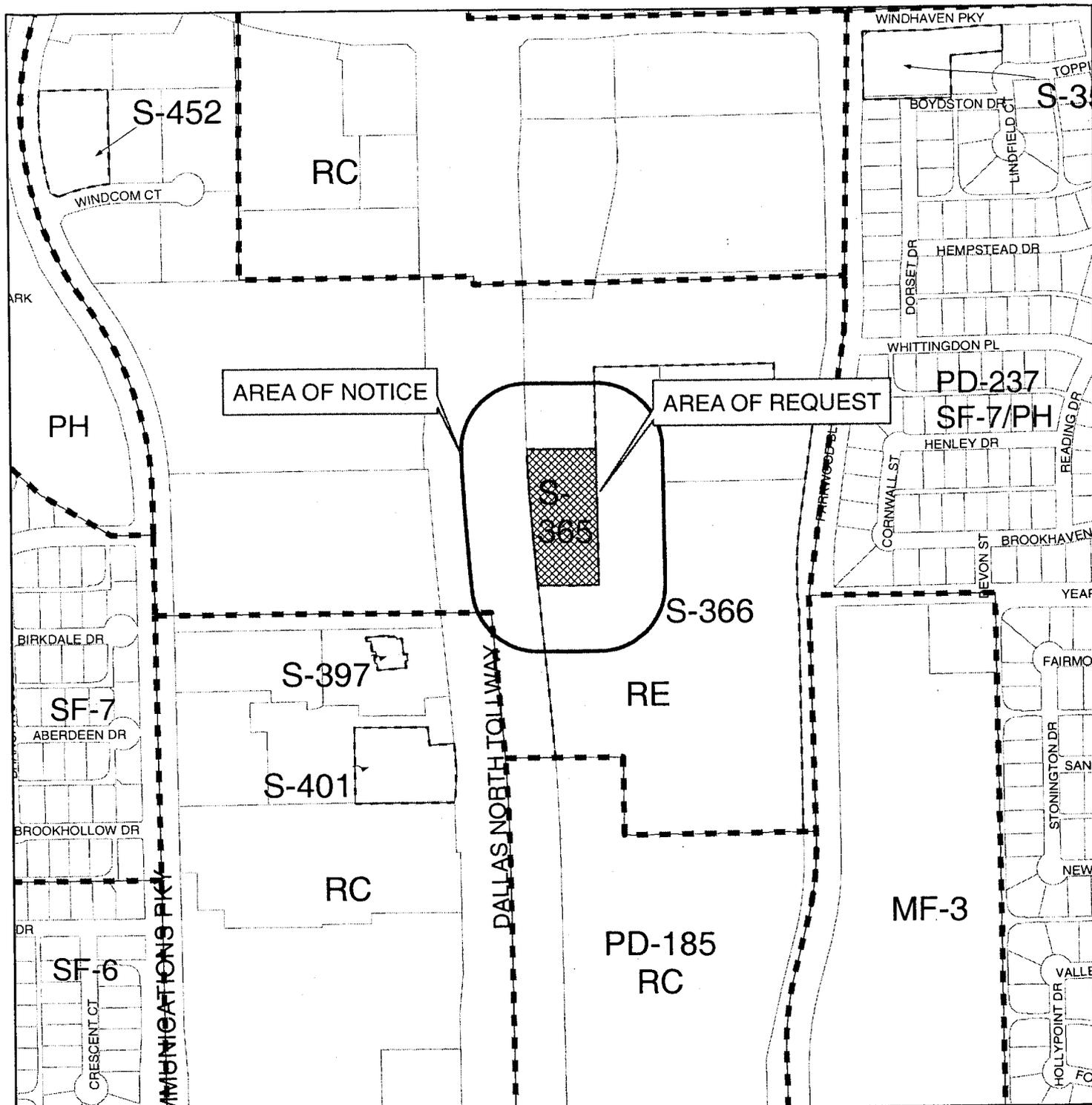
THENCE along said curve and along said East line through a central angle of $03^{\circ} 13' 40''$ an arc distance of 314.32 feet to a point for corner;

THENCE North $89^{\circ} 13' 12''$ East, a distance of 207.62 feet to a point for corner;

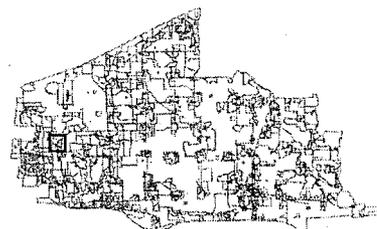
THENCE South $00^{\circ} 46' 48''$ East, along said common line a distance of 413.13 feet to an "X" found for corner;

THENCE South $89^{\circ} 13' 12''$ West, along said common line a distance of 182.47 feet to the POINT OF BEGINNING and CONTAINING 81,486 square feet or 1.8707 acres of land more or less.

417



Zoning Case #: 2007-82



Existing Zoning: REGIONAL EMPLOYMENT w/SPECIFIC USE PERMIT #365

○ 200' Notification Buffer

4h-8



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	2/25/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Planning		Initials	Date
Department Head	Phyllis Jarrell	Executive Director	<i>[Signature]</i>	2/18/08
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	2/18/08
Agenda Coordinator (include phone #):		Lynn Trotter, ext. 7156		
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 checked="" type="checkbox"/> OTHER PUBLIC HEARING				
CAPTION				
PUBLIC HEARING AND CONSIDERATION OF ZONING CASE 2007-74. REQUEST TO REZONE 121.7± ACRES LOCATED ON THE SOUTH SIDE OF 14TH STREET, NORTH SIDE OF THE COTTONBELT RAILROAD, 978± FEET EAST OF LOS RIOS BOULEVARD, AND 1,270± FEET WEST OF PARK VISTA ROAD FROM RESEARCH/TECHNOLOGY CENTER TO LIGHT COMMERCIAL AND DISCUSSION AND DIRECTION ON THE AVAILABILITY OF RESTAURANTS AND RETAIL IN THE PORTION OF THE RESEARCH TECHNOLOGY CENTER DISTRICT ADJACENT TO RENNER ROAD AND STATE HIGHWAY 190. APPLICANT: CITY OF PLANO				
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: In May 2007, staff presented an overview and status report on the Research/Technology (RT) District to City Council and, at that time, Council members voiced concerns about the appropriateness of the district's boundaries and the lack of retail and restaurants in the RT. Council requested that the Planning & Zoning Commission explore these issues and develop some options for further discussion. Responding to that request, P&Z studied these two issues and developed recommendations for each which were presented at the City Council/Planning & Zoning Commission joint retreat on September 11, 2007. Two options were favored: Regarding appropriateness of district boundaries - Consider removing the area located on the south side of 14th Street, north side of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road from the RT district and assign a different zoning category. Action taken: P&Z called a public hearing to consider rezoning of the area from RT to LC. At the hearing on February 4, 2008, the request to rezone was denied 5-2. Please see attached documents for additional information. Approval of this zoning case will require the support of a super-majority (at least 6 of the 8 members of Council).				



CITY OF PLANO COUNCIL AGENDA ITEM

Regarding the availability of restaurants and retail in the area – P&Z recommended that to maintain the integrity of the district, RT regulations should not be altered. Individual rezoning requests from property owners should be considered. Priority should be given to properties with frontage on George Bush Turnpike or Renner Road because these areas, which are highly visible and accessible are better suited for successful restaurant and retail uses than other areas of the district. P&Z recommends that criteria be established for evaluating such requests.

Action taken: P&Z began work to develop guidelines to evaluate future zoning cases when it was informed by the property owner's representative that a specific zoning request was imminent. As a result, P&Z elected to suspend work on the guidelines for 120 days (ending on April 1, 2008), thereby providing the applicant added time to prepare and submit a zoning case. If no application is received by April 1, 2008, P&Z may continue its efforts to establish guidelines.

SUMMARY OF ITEM

List of Supporting Documents:

Second Vice-chair Report

Follow-up memo

Staff write-up

Map of Area Proposed for Rezoning

Other Departments, Boards, Commissions or Agencies

Planning & Zoning Commission

**Recommendation of the
Planning & Zoning Commission
February 4, 2008 Meeting
2nd Vice Chair Report**

Zoning Case 2007-74 – Request to rezone 121.7± acres located on the south side of 14th Street, north side of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road from Research/Technology Center to Light Commercial.

Applicant: City of Plano

Commission Action: DENIED 5-2. The motion to deny was made by First Chair Norton and seconded by Commissioner Coleman. Commissioners in support of the motion were Armstrong, Duggan, and Perry. Comments made in support of denial included:

- Changing the Research/Technology Center zoning to Light Commercial would be detrimental to the east side community.
- Changing the zoning does not make the noise problem go away.
- Light Commercial zoning would permit additional retail uses in contradiction to the effort to support existing retail by not creating more.
- There is ample Light Commercial zoning in the area both within Plano and in adjoining jurisdictions. Creating more LC would not necessarily attract development to the parcels being considered for a zoning change.
- Only a few parcels being considered for rezoning have stated problems such as noise problems on adjoining properties. Rezoning the proposed 121.7± acres may be an overreaction.
- Perhaps rezoning of individual parcels should be considered rather than rezoning the entire 121.7± acres.

Commissioners Caso and Weingarden opposed the motion. Comments reflecting the minority opinion included:

- Development activity envisioned by the Research/Technology Center zoning is not occurring.
- Existing uses such as the firing range are having a significant impact on the area.
- Perhaps the size of the area included in the original concept for the RT district was too large.

Additional Comments: Commissioners agreed to discuss appropriate zoning for the 121.7± acres at an upcoming work session. Perhaps some modification to Light Commercial would provide a workable zoning for the area.

Respectfully submitted,

Maggie Armstrong, Second Vice Chair

DATE: February 5, 2008
TO: Honorable Mayor & City Council
FROM: James Duggan, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of February 4, 2008

**AGENDA NO. 6 - PUBLIC HEARING
ZONING CASE 2007-74
APPLICANT: CITY OF PLANO**

Request to rezone 121.7± acres located on the south side of 14th Street, north side of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road from Research/Technology Center to Light Commercial.

APPROVED: _____ **DENIED:** 5-2 **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 7 **OPPOSE:** 0

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

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

STIPULATIONS:

The Commissioners voting in opposition felt that the range of uses permitted in the Light Commercial district were inappropriate for the property.

FOR CITY COUNCIL MEETING OF: February 25, 2008 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

KP/dc

5-4

CITY OF PLANO
PLANNING & ZONING COMMISSION

February 4, 2008

Agenda No. 6

Public Hearing: Zoning Case 2007-74

Applicant: City of Plano

DESCRIPTION:

Request to rezone 121.7± acres located on the south side of 14th Street, north side of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road from Research/Technology Center to Light Commercial.

The existing zoning for the area is Research/Technology Center (RT). The proposed zoning is Light Commercial (LC).

REMARKS:

In the summer of 2007, the City Council requested that the Planning & Zoning Commission (P&Z) examine the appropriateness of the RT district boundaries. Over the course of several work sessions, the Commission examined the RT district and received input from property owners and developers. The Commission presented the results of its review at a joint retreat with the City Council on September 11, 2007. At that time, the City Council directed the Commission to develop a recommendation for alternative zoning for this area. Following additional work sessions, the Commission called a public hearing on December 4, 2007, to consider rezoning this area to Light Commercial (LC). This is a city-initiated zoning request.

Primary considerations for removing this area from the district are as follows:

- It is nearly two miles from the Bush Turnpike and the recent realignment of 14th Street and Plano Parkway has further reduced its accessibility and visibility.
- Some of the individual properties within this area have significant site conditions relating to topography, ingress and egress, lot area, and lot dimensions, that will diminish their ability to accommodate low intensity office and manufacturing uses.

5-5

- Noise generated by the outdoor firing range at the Police Academy is significant and appears to have impacted the marketability of properties for the limited range of uses allowed in the RT district.

Additional considerations include:

- The railroad right-of-way establishes a clear point of separation between this area and the remainder of the RT district.
- The Plano Economic Development Board's staff has received no interest in the last two to three years for developing this area with RT uses.
- In the past few years there have been a number of institutional uses built in this area and several properties have been purchased for future institutional use (Please see attached map.)
- Unlike other parts of the RT district, properties in this area are smaller and ownership is fragmented.

Conformance with Comprehensive Plan

The Land Use Element of the Comprehensive Plan (and the corresponding Land Use Map) describe this area as "Research/Technology" (RT). Designations on the Land Use Plan are not intended to equate to a particular category in the Zoning Ordinance as there are many more zoning districts than land use designations. Specific conditions in an area may be the basis for selection of another zoning category.

Proposal for Light Commercial Zoning:

The Commission and staff have discussed various possibilities for changing the zoning classifications of this area that would:

- Expand the range of allowed uses to better reflect the specific factors that will affect both near and long-term utilization of the property.
- Provide for development that would also be compatible and supportive of RT development.

The LC zoning district proposed is intended to provide for a wide array of retail, office, and service uses to meet the needs of local residents and businesses. Some automobile related uses and limited assembly, which address local and service employment opportunities are also included in the LC district.

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During work session discussions of this area, concerns have been raised that certain uses allowed in LC zoning might be aesthetically incompatible with adjacent RT development. Comparisons have been made with other "commercial areas" of Plano. It should be noted that some of the areas used for comparison are or were zoned Light Industrial when developed. Others may have been developed under the previous LC regulations. Recent amendments to LC removed more intense uses such as major warehousing and service contractor with storage yard (except by specific use permit). Truck repair has also been removed from LC zoning to mitigate these concerns and requirements are in place to ensure screening of outdoor storage.

The owners of property within this area have generally indicated support for LC zoning at recent work sessions. All RT property owners have been invited to the work sessions on these matters and both opposition and support have been expressed for this request.

A comparison chart showing uses allowed in the RT and LC districts has been included for your reference as well as a map identifying property owners in the area.

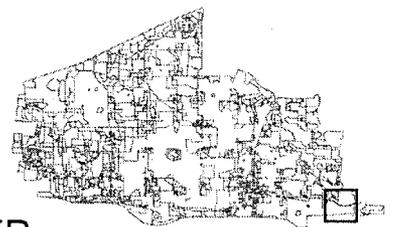
RECOMMENDATIONS:

Recommended for approval as submitted.



Zoning Case #: 2007-74

Existing Zoning: RESEARCH/TECHNOLOGY CENTER



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○ 200' Notification Buffer

Permitted Use	Use Category	LC - Light Commercial	RT - Research / Technology Center
Accessory Building or Use (8)	Accessory & Incidental	P	P
Adult Day Care Center	Service	P	S
Airport/Heliport (4)	Educ., Inst., Public, & Special		S
Animal Exhibition	Educ., Inst., Public, & Special		
Antenna	Trans., Utility, & Comm.	34	34
Antenna Support Structure (Commercial and Amateur)	Trans., Utility, & Comm.	34	34
Antique Shop	Retail	P	
Arcade (12)	Service	S	
Artisan's Workshop	Service	P	
Asphalt/Concrete Batching Plant (Temporary)	Comm., Mfg., & Ind.	36	36
Asphalt/Concrete Batching Plant (Permanent)	Comm., Mfg., & Ind.		
Assembly Hall	Educ., Inst., Public, & Special	P	
Assisted Living Facility	Educ., Inst., Public, & Special		
Automobile Parts Sales (Inside)	Auto & Related	P	
Automobile Parts Sales (Outside)	Auto & Related		
Automobile Leasing/ Renting	Auto & Related	R	R33
Automobile Parking Lot/ Garage	Auto & Related	P	31
Automobile Repair - Major	Auto & Related	R33	
Automobile Repair - Minor/Service Station	Auto & Related	R33	
Automobile Storage	Auto & Related	S	
Bank, Savings and Loan, or Credit Union	Service	P	P
Bed and Breakfast Inn	Service		
Boarding/Rooming House	Primary Res.	P	
Body Piercing (ZC 01-19)	Service	37	37
Bottling Works	Wholesale		
Building Material Sales	Retail	P	
Bus/Truck Leasing	Auto & Related		
Bus/Truck Repair	Auto & Related		
Business Service	Service	P	P
Cabinet/Upholstery Shop	Contr. Cons.	P	
Cafeteria/Restaurant	Service	S	
Car Wash	Auto & Related	R 33	
Caretaker's/Guard's Residence	Accessory & Incidental	P	
Cemetery/Mausoleum	Educ., Inst., Public, & Special	S	S
Church and Rectory (5)	Educ., Inst., Public, & Special	P	P
Civic Center	Educ., Inst., Public, & Special	P	P
Cleaning - Small Plant/ Shop	Service	P	
Clinic	Office & Prof.	P	P
College/University (5)	Educ., Inst., Public, & Special	P	P
Commercial Amusement (Indoor)	Service	P	
Commercial Amusement (Outdoor)	Service	S	
Commercial/Trade School	Educ., Inst., Public, & Special	P	P
Commercial Pet Sitting/ Kennel (Indoor Pens)	Service	P	
Community Center	Educ., Inst., Public, & Special	P	P
Concrete/Asphalt Batching Plant (Permanent)	Comm., Mfg., & Ind.		
Concrete/Asphalt Batching Plant (Temporary)	Comm., Mfg., & Ind.	36	36
Construction Yard (Temporary) (9)	Accessory & Incidental	35	35
Continuing Care Facility	Educ., Inst., Public, & Special		
Convenience Store	Retail	R 33	R 33
Country Club/Golf Course (Private)	Educ., Inst., Public, & Special	P	P
Dance Hall	Service	S	
Dance/Gymnastics Studio	Service	P	

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Permitted Use	Use Category	LC - Light Commercial	RT - Research / Technology Center
Day Care Center (ZC 01-51, ZC 96-32, ZC 93-45) (13)	Service	S	S
Day Care (In-home) (16)	Service		
Distribution Center/ Warehouse (ZC 96-29)	Wholesale		
Dry Cleaning Plant	Service		
Electrical Power Generating Plant	Trans., Utility, & Comm.		
Electrical Substation	Trans., Utility, & Comm.	P	S
Engine/Motor Repair	Comm., Mfg., & Ind.		
Exhibition/Fairgrounds Area	Service	S R	
Fairgrounds/Exhibition Area	Service	S R	
Farm, Ranch, Garden, or Orchard	Educ., Inst., Public, & Special	P	P
Farmer's Market	Retail	P	
Feed Store	Retail		
Field Office (9)	Accessory & Incidental	35	35
Fire Station/Public Safety Building	Educ., Inst., Public, & Special	P	P
Fitness/Health Center	Service	P	P
Flea Market (Inside)	Retail	S	
Flea Market (Outside)	Retail		
Florist Shop	Retail	P	
Food/Grocery Store	Retail	P	
Fraternal Organization, Lodge, or Civic Club	Educ., Inst., Public, & Special	P	30
Funeral Parlor/Mortuary	Service	P	
Furniture, Home Furnishings, and Equipment Store	Retail	P	
Garden Center	Retail	R	
General Commercial Plant	Comm., Mfg., & Ind.		
General Merchandise Store	Retail	P	
Golf Course/Country Club (Private)	Educ., Inst., Public, & Special	P	P
Grocery/Food Store	Retail	P	
Guard's/Caretaker's Residence	Accessory & Incidental	P	
Gymnastics/Dance Studio	Service	P	
Hardware	Retail	P	
Health/Fitness Center	Service	P	P
Heavy Machinery Sales and Storage	Retail		
Heliport/Airport (4)	Educ., Inst., Public, & Special		S
Helistop (4)	Educ., Inst., Public, & Special	S	S
Home Occupation (11)	Accessory & Incidental		
Homebuilder Marketing Center (10)	Accessory & Incidental	P	
Hospital (5)	Educ., Inst., Public, & Special	P	P
Hotel/Motel	Service	P	20
Household Appliance Service and Repair	Service	P	
Household Care Facility	Educ., Inst., Public, & Special		
Household Care Institution	Educ., Inst., Public, & Special	S	
Independent Living Facility	Educ., Inst., Public, & Special		
Indoor Gun Range	Service	S	
Industrial Park	Comm., Mfg., & Ind.		
Industrial use which, due to the possible emission of excessive smoke, noise, gas, fumes, dust, odor, vibration, or danger of fire, explosion, or radiation as may be determined by Health, Fire, or Building officials is presently or in the future likely to be a hazard or nuisance to adjacent property or the community-at-large.	Comm., Mfg., & Ind.	S	
Kennel (Outdoor Pens)	Service		

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Permitted Use	Use Category	LC - Light Commercial	RT - Research / Technology Center
Kennel (Indoor Pens)/ Commercial Pet Sitting (ZC 05-04)	Service	P	
Laundromat	Service	P	
Licensed Massage Therapy	Service	P	P
Long-term Care Facility	Educ., Inst., Public, & Special		
Manufacturing - Heavy-intensity	Comm., Mfg., & Ind.		S
Manufacturing - Light-intensity	Comm., Mfg., & Ind.	P	P
Manufacturing - Moderate-intensity	Comm., Mfg., & Ind.	S	P
Mausoleum/Cemetery	Educ., Inst., Public & Special	S	S
Medical Office	Office & Prof.	P	P
Mini-Warehouse/Public Storage	Wholesale	P	
Miscellaneous Retail Store	Retail	P	
Mobile Home/Trailer Display and Sales	Service		
Mobile Home/Trailer Park	Primary Res.		
Mortuary/Funeral Parlor	Service	P	
Motel/Hotel	Service	P	20
Motor/Engine Repair	Comm., Mfg., & Ind.		
Motorcycle Sales/Service (ZC 99-46)	Auto & Related	R	
Multifamily Residence (1)	Primary Res.		
New Car Dealer	Auto & Related	S R	
Nursery			
Retail		S	
Office Center	Office & Prof.	P	P
Office - Professional/ General Administrative	Office & Prof.	P	P
Office - Showroom/ Warehouse	Wholesale	P	32
Open Storage	Educ., Inst., Public, & Special	7	
Paint Shop	Retail	S	
Park/Playground	Educ., Inst., Public, & Special	P	P
Pawn Shop (ZC 02-37)	Retail	P	
Personal Service Shop	Service	P	
Pet Shop	Retail	P	
Playground/Park	Educ., Inst., Public, & Special	P	P
Portable Building Sales	Retail		
Post Office	Educ., Inst., Public, & Special	P	P
Print Shop (Major)	Service	S	S
Print Shop (Minor)	Service	P	
Private Club (19)	Service	S	S
Private Recreation Facility	Educ., Inst., Public, & Special	P	P
Private Street Development	Primary Res.		
Private Utility (other than listed)	Trans., Utility, & Comm.	S	S
Public Safety Building/ Fire Station	Educ., Inst., Public, & Special	P	P
Public Storage/Mini-Warehouse	Wholesale	P	
Railroad Spur Track	Trans., Utility, & Comm.		P
Railroad Team Track, Freight Depot, or Dock	Trans., Utility, & Comm.		
Recreation Center	Educ., Inst., Public, & Special	P	P
Recreation Vehicle Parking Lot/Garage	Auto & Related	28	
Recreation Vehicle Sales and Service (New/Used)	Auto & Related	S	
Rehabilitation Care Facility	Educ., Inst., Public, & Special		
Rehabilitation Care Institution	Educ., Inst., Public, & Special		
Repair/Storage of Furniture and Appliances (Inside)	Service	P	
Repair/Storage of Furniture and Appliances (Outside)	Service		
Research and Development Center	Office & Prof.	P	P

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Permitted Use	Use Category	LC - Light Commercial	RT - Research / Technology Center
Residence Hotel	Service	P	20
Restaurant/Cafeteria	Service	P	
Restaurant - Drive-in	Service	P R	
Retail/Service (Incidental)	Retail		P
Retail Stores and Shops	Retail	P	
Rooming/Boarding House	Primary Res.	P	
Salvage or Reclamation of Products	Comm., Mfg., & Ind.		
Sand, Gravel, Stone, or Petroleum Extraction	Comm., Mfg., & Ind.		
School - Primary or Secondary (Private) (5)	Educ., Inst., Public, & Special	P	P
School - Primary or Secondary (Public or Parochial) (5)	Educ., Inst., Public, & Special	P	P
Service Contractor (no storage yard) (ZC 05-13)	Contr. Cons.	P	
Service Contractor (with storage yard) (ZC 05-13)	Contr. Cons.	S	
Service/Retail (Incidental)	Retail		P
Service Yard of Governmental Agency	Trans., Utility, & Comm.	S	S
Sewage Treatment Plant	Trans., Utility, & Comm.	S	S
Shopping Center	Retail	P	
Shops, Office, and Storage Area - Public/Private Utility	Trans., Utility, & Comm.	S	
Single-Family Residence (Attached)	Primary Res.		
Single-Family Residence (Detached)	Primary Res.		
Small Engine Repair Shop	Service	R	
Stable	Educ., Inst., Public, & Special		
Storage/Repair of Furniture and Appliances (Inside)	Service	P	
Storage/Repair of Furniture and Appliances (Outside)	Service		
Storage/Wholesale Warehouse	Wholesale		
Studio for Photographer, Musician, Artist, Radio, and/or TV	Service	P	
Studio Residence	Primary Res.		
Superstore (ZC 04-54, ZC 00-48)	Retail	P	
Tattooing and Permanent Cosmetics	Service	37	37
Theater - Drive-in	Service		R
Theater - Neighborhood	Service	P	
Theater - Regional	Service	S	
Tire Dealer (no open storage)	Auto & Related	R	
Tire Dealer (with open storage)	Auto & Related		
Tire Retreading/ Recapping	Auto & Related		
Tool Rental Shop	Service	P	
Trade/Commercial School	Educ., Inst., Public, & Special	P	P
Trailer/Mobile Home Display and Sales	Service		
Trailer/Mobile Home Park	Primary Res.		
Trailer Rental	Service	S	
Transfer Storage and Baggage Terminal	Comm., Mfg., & Ind.	P	
Transit Center	Trans., Utility, & Comm.	P	P
Transmission Line/Utility Distribution	Trans., Utility, & Comm.	P	P
Transportation and Utility Structures/Facility	Trans., Utility, & Comm.	P	P
Truck/Bus Leasing	Auto & Related		
Truck/Bus Repair	Auto & Related		
Truck Parking Lot	Auto & Related		
Truck Sales (Heavy Trucks) (ZC 99-46)	Auto & Related		
Truck Terminal	Auto & Related		
Two-Family Residence	Primary Res.		
University/College (5)	Educ., Inst., Public, & Special	P	P
Upholstery/Cabinet Shop	Contr. Cons.	P	

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Permitted Use	Use Category	LC - Light Commercial	RT - Research / Technology Center
Used Car Dealer	Auto & Related	S R	
Utility Distribution/ Transmission Line	Trans., Utility, & Comm.	P	P
Veterinary Clinic	Service	P	
Warehouse/Distribution Center	Wholesale		
Water Treatment Plant	Trans., Utility, & Comm.	P	S
Winery	Service	S	
Wholesale/Storage Warehouse	Wholesale		
Wrecking Yard	Auto & Related		
P = Permitted use; Blank = Prohibited use; S = Specific use permit required;			
R = Residential Adjacency Standards; Number = See end notes.			

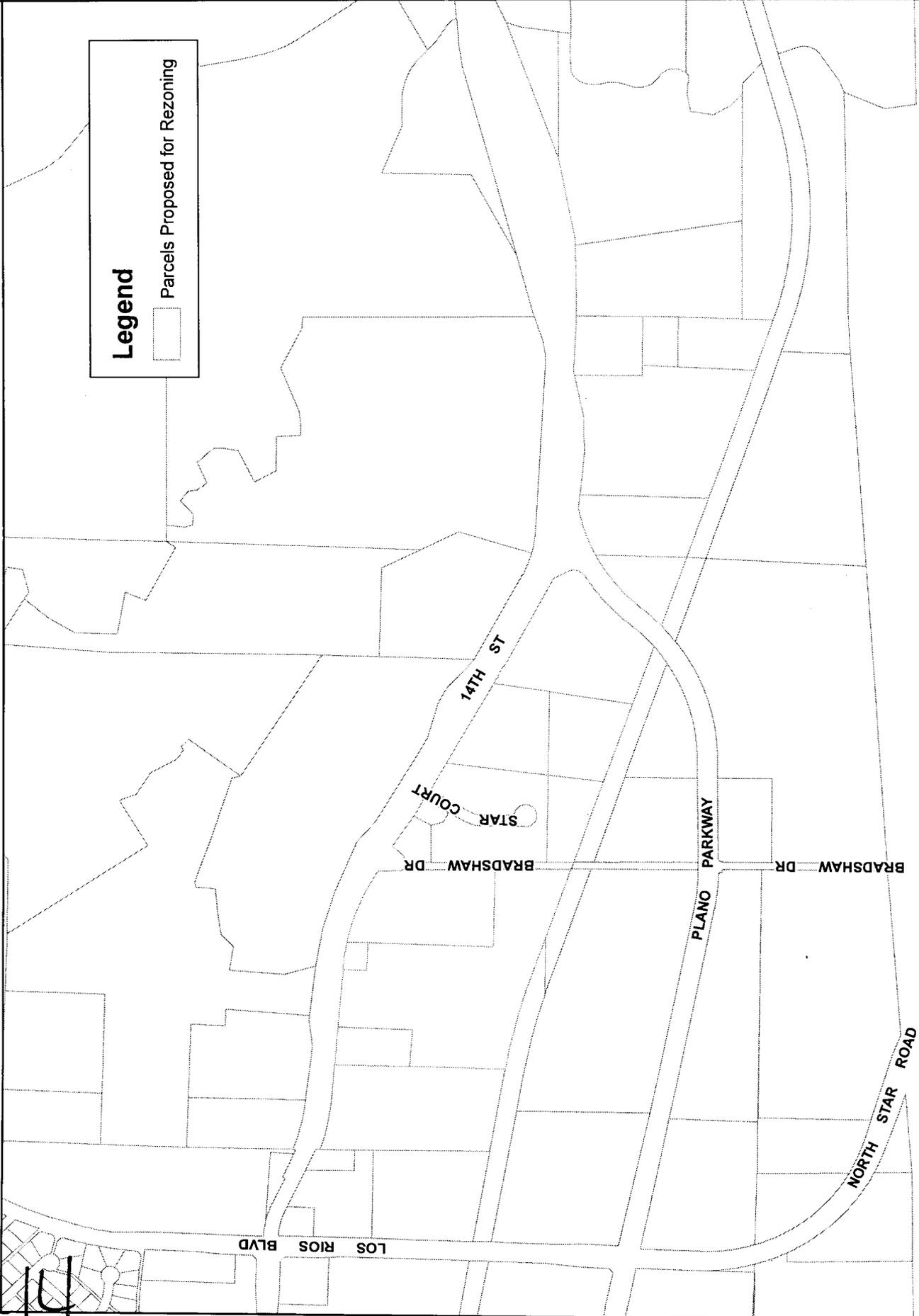
5-13



Zoning Case: 2007-74

Legend

- Parcels Proposed for Rezoning



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February 18, 2008

Pat Evans
Mayor

Sally Magnuson
Mayor Pro Tem

Jean Callison
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Scott Johnson
Place 2

Loretta Ellerbe
Place 3

Harry LaRosiliere
Place 5

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

Mayor Pat Evans
City Council Members
P.O. Box 860358
Plano, TX 75086-0358

RE: Research/Technology Zoning Review

Dear Honorable Mayor and Council:

This is to inform you of the status of matters relating to the Research/Technology Zoning District. As you may recall, the City Council originally asked the Commission to review two aspects of the district in May of 2007. The first issue related to the district's limitations of retail and restaurant uses. (They cannot exceed 10% of the total built floor area of development.) The second pertained to the current boundaries of the RT district, particularly areas along the south side of 14th Street, east and west of Plano Parkway. In September of 2007, there was further discussion and refinement of these issues during the Joint City Council/Planning & Zoning Commission Retreat.

Below is a summary of the Commission's actions since the retreat:

1. **Restaurant/Retail Restrictions** – At the Retreat, there was general agreement to entertain individual requests from property owners for expanded retail/restaurant opportunities for sites fronting on the President Bush Turnpike and Renner Road.

The Commission began developing guidelines for evaluating future zoning cases when it was informed by the property owner's representative that a specific zoning request was imminent. As a result, we postponed our work on the guidelines for 120 days (ending on April 1, 2008) to provide the applicant with added time to prepare and submit a zoning case. If no application is received by April 1st, the Commission may continue its efforts to establish guidelines.

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

2. **RT District Boundaries** – A public hearing has been scheduled for your February 25th meeting to consider rezoning 121.7± acres located on the south side of 14th Street and north of the Cottonbelt Railroad, 978± feet east of Los Rios Boulevard, and 1,270± feet west of Park Vista Road from Research/Technology Center to Light Commercial (LC). This is in response to your request at the Retreat that we propose another zoning category for this area.

On February 4th, the Commission held a public hearing on this request but recommended denial by a vote of 5-2. However, it is being forwarded for your consideration since you specifically requested the opportunity to consider an alternative proposal.

The Commission appreciates the opportunity to provide input on these two matters.

Respectfully,



Jim Duggan, Chair
Planning & Zoning Commission

/lt

xc: Phyllis Jarrell, Director of Planning
Jeff Zimmerman, Long Range Planning Manager
Kate Perry, Sr. Planner