

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M. ON SEPTEMBER 8, 2008, FOLLOWED BY PRELIMINARY OPEN MEETING 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. | 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. | City Council Liaisons to Boards and Commissions | Mayor | 5 min. |
| III. | Comprehensive Monthly Financial Report | Tacke | 5 min. |
| IV. | Discussion re Employee Charitable Contributions | Ross | 15 min. |

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

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

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



CITY COUNCIL

1520 AVENUE K

DATE: September 8, 2008

CALL TO ORDER: 7:00 p.m.

INVOCATION: Associate Pastor Pete Kralyevich
Four Corners Church

PLEDGE OF ALLEGIANCE: Cub Scout Pack 421
Andrews 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>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Proclamation: Plano Balloon Festival – 2008</p> <p>Proclamation: Food Safety Awareness Month - 2008</p> <p><u>CERTIFICATES OF APPRECIATION</u></p> <p>Ben Harris - Parks and Recreation Planning Board</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p><u>Approval of Minutes</u></p> <p>August 21, 2008 – Special Called Session August 21, 2008 – Roundtable August 25, 2008</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>Bid No. 2008-50-C for Senior Mobility Taxi Voucher Service to Irving Holding, Inc. in the estimated annual amount of \$20,000</p>	
(c)	<p>Bid No. 2008-205-B for 2007-08 Residential Concrete Pavement Rehabilitation Project, Zone L5 to Jerusalem Corporation in the amount of \$786,595. This project involves the repair of residential street and alley pavement in the area bounded by Alma Road on the east, Spring Creek Parkway on the north, Custer Road on the west and Parker Road on the south.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(d)	<p>To amend Resolution No. 99-9-35(R) establishing a Public Arts Committee to provide for meetings on an as-needed basis; and providing an effective date.</p>	
(e)	<p>To support the discontinuation of the diversion of Transportation User Revenues to Non-Transportation Uses and the appropriation of all revenue generated from highway user fees and taxes to fund transportation projects.</p>	
(f)	<p>To approve the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; and approving the agreement between the City of Plano and Allan R. deVilleneuve, M.D. for professional services; and providing an effective date.</p>	
(g)	<p>To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p>	
(h)	<p>To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p>	
(i)	<p>To approve the renewal of an Agreement with Oracle USA, Inc., a sole source vendor, for the maintenance and software support updates of J.D. Edwards Licenses; authorizing its execution by the City Manager; and providing an effective date.</p>	
(j)	<p>To authorize continued participation with the Atmos Cities Steering Committee; and authorizing the payment of 5 cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(k)	To amend a Communication Facilities License Agreement approved by Plano City Council on August 9, 1999, by and between the City of Plano, Texas, and AT&T Mobility Texas LLC, a Delaware limited liability company, to install, and operate telecommunications ground equipment in certain specific premises authorizing its execution by the City Manager; and providing an effective date.	
(l)	To approve the terms and conditions of an agreement by and between the City of Plano and Maurice Barnett Geriatric Wellness Center, Inc., for administration of the Senior Transportation Program; and authorizing its execution by the City Manager; and providing an effective date.	
	<u>Adoption of Ordinances</u>	
(m)	To repeal Ordinance No. 2004-8-13, codified as Article IX, Electrical Code, of Chapter 6 of the Code of Ordinances of the City of Plano; adopting the 2008 National Electrical Code; providing a repealer clause, a severability clause, a penalty clause, a savings clause, and an effective date.	
(n)	To amend Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of 10th Street, Capital Avenue, N Avenue, Notre Dame Drive, Stewart Avenue, and Summit Avenue within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, and an effective date.	
(o)	To amend Section 15-23 Meetings of Article II Parks and Recreation Planning Board of Chapter 15 Parks and Recreation; amending Section 10-18 Meetings of Article II Advisory Board of Chapter 10 Library; and amending Section 2-244 Meetings; Quorum of Article XII Senior Citizens Advisory Board of Chapter 2 Administration of the City of Plano Code of Ordinances; and providing an effective date.	
(p)	To repeal the following Articles of the Plano Code of Ordinances; Article IX. Keep Plano Beautiful Commission of Chapter 16 Planning and Development; Article XI. Plano Global Advisory Committee of Chapter 2 Administration; Article IX. Transportation Advisory Committee of Chapter 2 Administration; Article XVIII. Youth Advisory Commission of Chapter 2 Administration; and Article XXII Plano Transition and Revitalization Commission of Chapter 2 Administration; and providing an effective date.	
(q)	To approve a negotiated resolution between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "the company") regarding the company's rate review mechanism filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Atmos' proof of revenues; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; requiring delivery of this ordinance to the company and legal counsel; and providing severability, repealing, savings, penalty, and publication clauses, and an effective date.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> <p>(1) An Ordinance to approve and adopt the Budget and setting the appropriations for the Fiscal Year beginning October 1, 2008, and terminating September 30, 2009; and providing an effective date.</p> <p>(2) An Ordinance to approve and adopt the Community Investment Program and setting the appropriations for 2008-09; and providing an effective date.</p> <p>(3) An Ordinance to approve and adopt the tax rate for this Fiscal Year beginning October 1, 2008, and terminating September 30, 2009; and providing an effective date.</p> <p>(4) An Ordinance to ratify the Property Tax Revenue Increase in the 2008-09 Budget as a result of the City receiving more revenues from Property Taxes in the 2008-2009 Budget than in the previous Fiscal Year; and providing an effective date.</p> <p>(5) Public Hearing and Comment: Review of Annual Performance Report for the use of Federal funds in 2007-2008.</p> <p>(6) Discussion and Direction regarding Plano Centre and the Convention and Visitors Bureau.</p> <p>(7) Discussion and Direction regarding the proposed Parker Maxwell Creek 138 kV Transmission Line Project.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



Pat Evans
Mayor

Jean Callison
Mayor Pro Tem

Harry LaRosiliere
Deputy Mayor Pro Tem

Pat Miner
Place 1

Scott Johnson
Place 2

Mabrie Jackson
Place 3

Sally Magnuson
Place 4

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

September 3, 2008

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

Honorable Mayor and City Council:

We will begin our meeting on Monday with Executive Session where we will receive legal advice from the City Attorney. Under Item II during Executive Session, potential economic development prospects may be discussed.

The Preliminary Open Meeting will begin with discussion of City Council liaisons to Boards and Commissions. Denise Tacke will present the Comprehensive Monthly Financial Report and LaShon Ross will discuss employee charitable contributions.

I look forward to seeing you on Monday.

Sincerely yours,

Thomas H. Muehlenbeck

COUNCIL LIAISONS TO BOARDS AND COMMISSIONS

Animal Shelter Advisory Committee – ~~Shep Stahel~~ and Deputy Mayor Pro Tem Harry LaRosiliere

Arts of Collin County Commission Board of Directors –Mayor Pro Tem Jean Callison

Building Review Functions –

Civil Service Commission - City Manager Thomas Muehlenbeck

Collin County Appraisal District Board – Sally Magnuson

* Community Relations Commission –Sally Magnuson and Mayor Pro Tem Jean Callison

* Cultural Affairs Commission –Sally Magnuson and Deputy Mayor Pro Tem Harry LaRosiliere

DART Board of Directors – Loretta Ellerbe

Heritage Commission – Mayor Pro Tem Jean Callison and Lee Dunlap

Library Advisory Board - Scott Johnson and Deputy Mayor Pro Tem Harry LaRosiliere

North Texas Municipal Water District Board – Mayor Pro Tem Jean Callison and Scott Johnson

Parks and Recreation Planning Board – ~~Shep Stahel~~ and Loretta Ellerbe

Planning and Zoning Commission – Scott Johnson and ~~Loretta Ellerbe~~

Plano Housing Authority – ~~Shep Stahel~~ and Deputy Mayor Pro Tem Harry LaRosiliere

Public Art Committee – Mayor Pro Tem Jean Callison and ~~Loretta Ellerbe~~

Retirement Security Plan Committee – City Manager Thomas Muehlenbeck

Self Sufficiency Committee – ~~Shep Stahel~~ and Lee Dunlap

Senior Citizens Advisory Board –Scott Johnson and Lee Dunlap

Tax Increment Financing Reinvestment Zone No. 1 Board – Scott Johnson

Tax Increment Financing Reinvestment Zone No. 2 Board – Deputy Mayor Pro Tem Harry LaRosiliere

* Possible merger of boards

POM Item III

Comprehensive Monthly Financial Report

Denise Tacke

THE CITY OF PLANO'S

comprehensive monthly
finance report

2008
july



2007 Plano Balloon Festival

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.

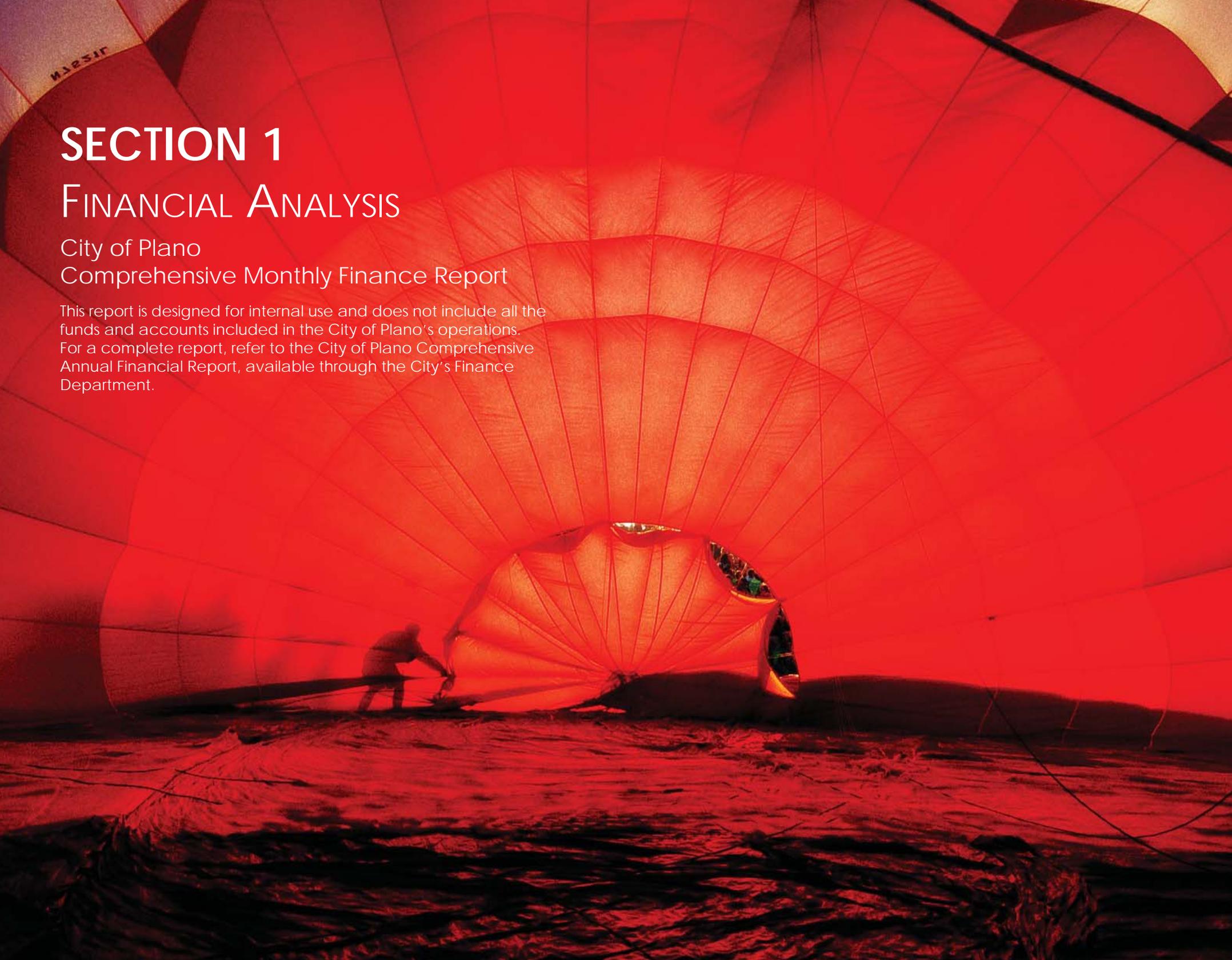
We would like to acknowledge those responsible for this report: Wendy Badgett for the Financial Summary, Brianna Alvarado for the Economic Analysis Report, Quarterly Hotel/Motel Report and the Investment Report.

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.



Denise Tacke
Interim Director of Finance
P.O. Box 860358
Plano, TX 75006-0358
972-941-7135

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SECTION 1

FINANCIAL ANALYSIS

City of Plano Comprehensive Monthly Finance Report

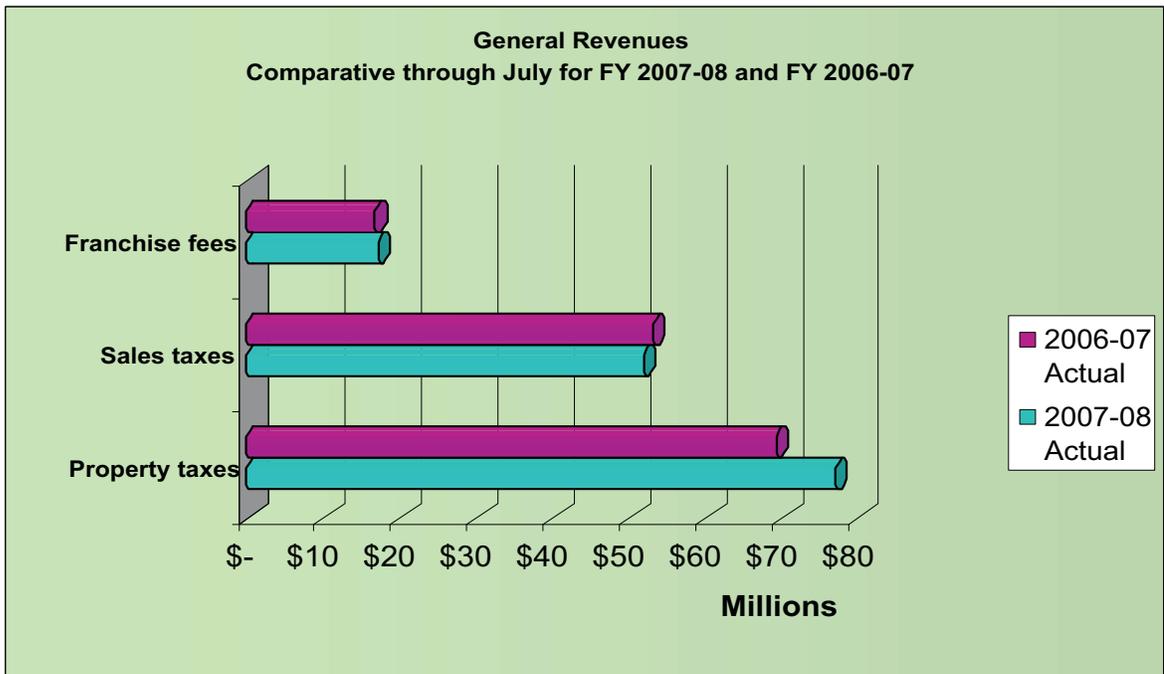
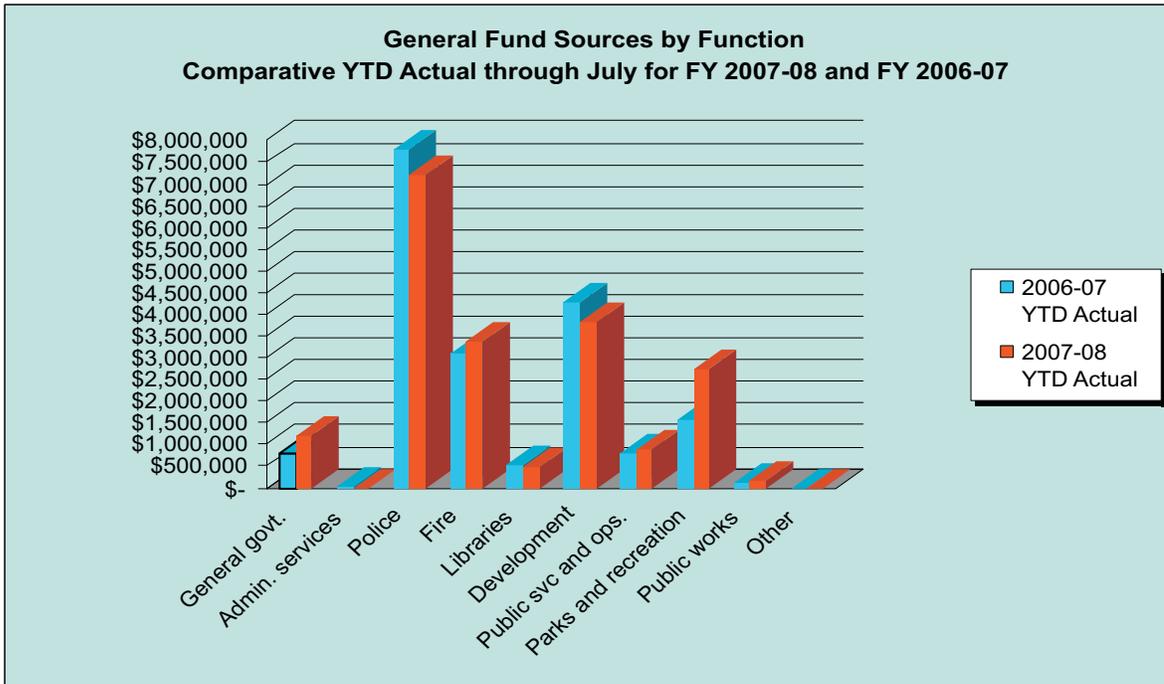
This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

REPORT NOTES JULY, 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.

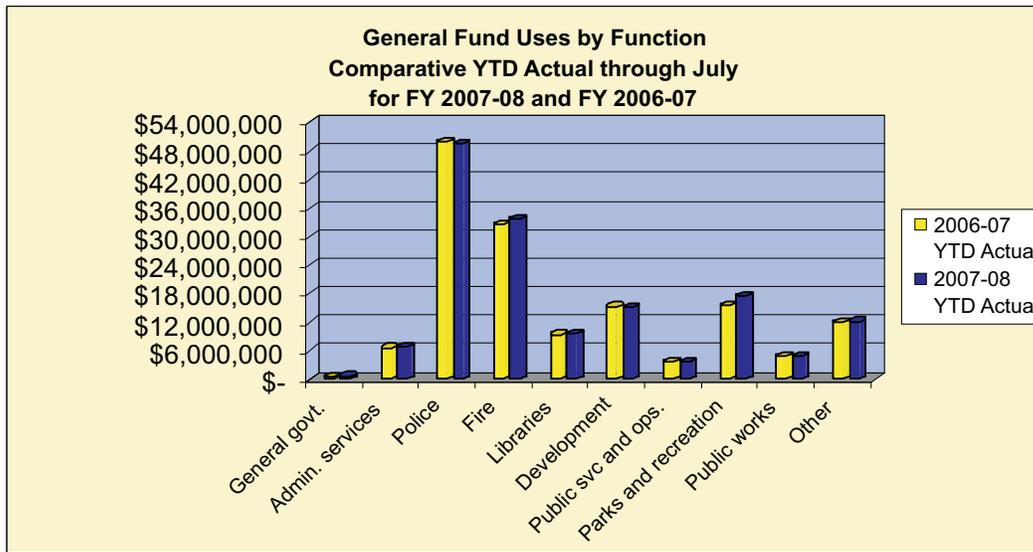
The information in this section compares year to date activity in the current fiscal year to the same time period in prior year. Please note that beginning fund balances in all funds are subject to final audit adjustments.

HIGHLIGHTS OF GENERAL FUND VARIANCES



REPORT NOTES CONTINUED

JULY, 2008



General Government

- Revenues generated for dispatch services by the City's Public Safety Communications department have increased over prior year by \$33,958. These revenues, which are now based on population, are the result of interlocal agreements between the City of Plano and the Cities of Lucas and Parker.
- The City purchased abandoned residential property due to the substandard condition of a home in June 2006 in the amount of \$87,667. The property sold in January 2007 for \$93,853.
- Costs associated with tuition reimbursement have increased over prior year by \$43,821 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 \$5,564.
- Contractual services for class instruction offered through the Professional Development Center have increased over prior year by \$80,090. The increase is primarily due to the Onboarding Program. Since specific classes are offered late in the year, only two were offered in prior fiscal year. In the current year, the Onboarding Program is in full operation and therefore, a total of 36 classes will be offered. The Onboarding Program is a 6 month orientation program for new City employees.

Administrative Services

- The City entered into an interlocal agreement with the Town of Prosper in the prior fiscal year to provide interim manager services. The City received payments totaling \$19,240 during April and June of 2007.
- Costs associated with the May 2008 elections were expended in the current year totaling \$29,073.
- Services to perform a compensation study are spent and encumbered in the current period in the amount of \$95,000. Upon commencement, the study will complete within 90 days.
- The Human Resource Department has had an increase in postage costs in the current year in the amount of \$10,382. 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.
- Personal services increased in the Purchasing department by \$71,840 due to two additional purchasing agents in the current year to support the centralization process. One of the new positions was transferred from another General Fund department and the other was granted through the budget process.

Police

- Court fines and forfeitures decreased year to date over prior year in the amount of \$695,237. Although citations issued in the current year through July are higher than prior year by 6,715, the

REPORT NOTES CONTINUED

JULY, 2008

decrease in revenues is primarily attributed to procedural changes in collections which now allow for collections at the completion of the deferral period. 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.

- Intergovernmental revenues have increased \$16,059 due to the Texas Attorney General Crime Victims' Compensation Division's release of updated reimbursement guidelines for costs of sexual assault medical examinations. These updated guidelines, released in October 2007 for use beginning January 2008 allow for increased reimbursements to law enforcement agencies for forensic sexual assault examinations.
- Revenues collected for false alarms increased \$44,785 over prior year. As a result of a tiered fee structure for police false alarms, the number of customers billed continues to increase as fewer free false alarms are allowed. The fee amount increases for each false alarm, depending on the number of false alarms customers continue to incur during a 12-month period.
- Due to an increase in new permits and renewals, alarm permit revenues have increased \$24,776 when compared to prior year.
- Personal services increased over prior year by \$1,553,576. 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 \$96,808 higher over prior year.
- Funds for new digital video recorders were expensed and encumbered in the prior year in the amount of \$799,100. The Police department funded \$48,750 of this project while the Technology Fund funded the balance of \$750,350. These digital video recorders were installed on all police vehicles. A reclassification occurred at the end of last fiscal year to place these expenditures and encumbrances out of the appropriate funding source. In addition, \$1,020,703 was spent and encumbered in 2007 for laptop computers and installation of this equipment in police vehicles.
- In the current year, the Police department has purchased vehicular radio modems costing \$14,581.
- The Police department has added 5 new Tahoes to the fleet in the current fiscal year costing \$146,145. Additionally, a ½ ton extended cab pickup truck and unmarked police car has been added costing \$22,243 and \$17,888, respectively.
- New mobile data computers, costing \$29,654, have been purchased in the current year and installed in the new police vehicles.
- 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.
- Three taser and key lock-up security systems were purchased for \$36,224 in the current year and installed at the joint use facility, the north Plano Democracy station and the main police station.
- The annual maintenance agreement with Motorola for services pertaining to maintenance of the City's radio system has increased over prior fiscal year by \$27,064 primarily due to contractual term changes.
- Replacement of 3 sirens that are part of the existing emergency warning system tower are spent 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.
- Municipal garage charges to maintain police fleet increased over prior year by \$336,832 attributed to increased fuel prices.
- Replacement charges for police equipment increased \$122,754 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.

REPORT NOTES CONTINUED

JULY, 2008

- Charges for police PC replacement have increased \$32,039 due to an increase in budgeted amounts over the prior year.
- Police functioning departments have experienced a decrease of \$718,724 in workers compensation claims and related administrative expenses. Beginning in the current fiscal year, these costs are being absorbed in the Property Liability Loss Fund, whereas last fiscal year, claims expenses were allocated to using departments.
- A new asset management system was purchased in the prior fiscal year costing \$37,045.
- Six scanners were purchased in May of the prior year in the amount of \$21,930. These scanners are used primarily for the Police records management system.
- Expenses and encumbrances for minor apparatus were higher in the prior year due to the purchase of LED lights, light bars, light/siren control units and supplies as well as rear prisoner partitions totaling \$100,612.

Fire

- Ambulance service revenues increased \$311,904 as compared to prior year primarily due to increased usage of services and collections of ambulance revenue.
- In the current year, the Fire department has received \$24,526 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 July in prior year were \$11,681 resulting in an increase of \$12,845.
- Personal services increased \$1,423,927 over prior year primarily due to increased salary and benefit related costs experienced in the current year. \$210,322 of the personal services increase is attributed to salary related expenses associated with emergency support as a result of a severe storm occurring in April of the current year.
- Services for cleanup and tree removal were incurred in the current year as a result of a severe storm occurring in April 2008 costing \$105,494.
- Payments and encumbrances for emergency medical advisory services have decreased by \$12,000 due to an increase in fees based on contractual amounts.
- 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 \$291,111 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain fire fleet increased over prior year by \$256,647 attributed to increased fuel prices.
- Replacement charges for fire equipment increased \$79,017 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years.
- Costs and encumbrances for medical examinations have increased over prior year by \$17,477 primarily attributed to additional types of testing offered to City employees as part of wellness screening services.
- Costs and encumbrances for training services have increased \$19,973 primarily attributed to additional training courses offered, as well as an increase in personnel.
- In the current year, the Fire department has incurred costs and encumbrances of \$61,900 for an analysis of the Emergency Medical Services System.
- The Fire department purchased \$8,090 in exercise equipment in the prior year for the Central Fire Station, as well as Fire Station No. 11.
- Capital outlay purchases decreased \$579,673 as compared to prior fiscal year. In the prior year, the Fire department purchased a new Spartan Command Post Mobile Command Center in the amount of \$652,893. This decrease is offset by capital purchases in the current fiscal year of a new Toyota Prius, ½ ton crew cab pickup truck, Chevrolet Impala and Zodiac rescue boat costing \$21,698, \$23,863, \$17,888 and \$19,040, respectively.
- Fire functioning departments have experienced a decrease of \$261,459 in workers compensation claims and related administrative expenses. Beginning in the current fiscal year, these costs are being absorbed in the Property Liability Loss Fund, whereas last fiscal year, claims expenses were allocated to using departments.
- The National Fire Protection Agency (NFPA) requires an annual inspection of all fire fighters' safety gear. The cost of the inspection in the current year increased by \$23,178 due to stricter NFPA regulations for

REPORT NOTES CONTINUED

JULY, 2008

inspections that went into affect this year, causing an increase in both the inspections and the subsequent repair costs. This increase was offset by new uniforms purchased in the prior year costing \$85,722, resulting in an overall decrease in materials and supplies expenditures in the current year.

Libraries

- Revenues received from Collin County Community College and the City of Allen for shared maintenance costs have decreased \$49,583 due to a change in automation systems in the current year. With the purchase of the new systems, the included maintenance costs are accounted for in the Spoles Library Fund until August 2008, next years maintenance renewal will then be expended in the General Fund for service periods covering August 2008-August 2009. Therefore, a decrease in maintenance costs as compared to the same time period in prior year in the General Fund is \$52,765.
- Personal services increased \$251,075 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Expenditures and encumbrances for maintenance parts and supplies have increased over prior year by \$49,485 due to the purchase and installation of electronic ID badge readers for library doors.
- Expenditures and encumbrances for non-print media purchases have increased over prior year by \$21,035 primarily due to price increases as well as increase in the volume purchased.
- Libraries have experienced a decrease of \$107,224 in workers compensation claims and related administrative expenses. Beginning in the current fiscal year, these costs are being absorbed in the Property Liability Loss Fund, whereas last fiscal year, claims expenses were allocated to using departments.

Development

- Building permit revenues decreased over prior year by \$195,508 due to large commercial projects occurring in the prior year.
- Same day inspection and re-inspection revenues have decreased as compared to prior year by \$29,640 and \$28,450 as these services are directly tied to the amount of construction occurring within the city which has decreased.
- Revenues generated from issuance of plumbing permits have decreased over prior fiscal year by \$27,016 attributed to the overall decrease in new residential and commercial construction, as well as a decrease in commercial and residential alterations, remodels and interior finish outs requiring plumbing.
- Interlocal plan reviews for the City of Murphy are lower than prior year by \$53,321. Currently, the City of Plano is not performing plan review for the City of Murphy, resulting in a decrease in volume of inspections performed as compared to last year. The number of inspections performed by the City of Plano will continue to decline as the City of Murphy approaches build out.
- Engineering inspection revenues have decreased \$79,186 as compared to prior year due to timing of cash collections, as two large developments are soon to commence within the next month. Overall there are fewer and smaller projects being released in the current year.
- Facilities Maintenance has experienced an increase over prior year in payments for electric services in the amount of \$124,102. The increase is primarily attributed to the opening of the Tom Muehlenbeck Center and the new computer server room located at Technical Services. Gas payments increased \$72,156 over prior year also attributed to the Tom Muehlenbeck Center opening in the current year. In addition, the cost of natural gas continues to rise.
- Facilities Services experienced an increase in expenditures and encumbrances in janitorial services of \$129,571 due 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

REPORT NOTES CONTINUED

JULY, 2008

Standards Commission to be demolished.

- The Safe Streets Program has spent and encumbered \$240,701 through July of the current year resulting in a decrease of \$93,473 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.
- The Planning department has purchased a replacement microfilm scanner/viewer in the current year costing \$15,372.
- Municipal garage charges to maintain development functioning department's fleet increased over prior year by \$47,888 attributed to increased fuel prices.
- The Property Standards department has experienced a decrease in personal costs of \$23,576 primarily attributed to several vacant positions in the current period as well as restructuring of work schedules and reducing overtime charged. The Building Inspections department also has a decrease in salary related expenditures of \$79,774 due to an increase in vacant positions in the current year. The Engineering department has also experienced a decrease in salary expenditures of \$215,006 primarily due to open positions in the current year of which two Senior Engineer positions were filled within the last three months, while other positions are still vacant.
- The Property Standards department purchased two Toyota Prius vehicles in the current year costing \$43,397.
- In the prior year, the Engineering department purchased 5 new Ford Escape Hybrids costing \$120,620 and the Rental Registration department purchased 2 new Toyota Prius vehicles for \$41,586.
- Contractual costs decreased in the current year as a result of the prior year purchase of a new plotter for \$27,725 and office remodeling, including adding counter space in the reception area, in the amount of \$17,936.
- Beginning in the prior fiscal year through the current period, the Planning department paid and encumbered funds for technical review services of the City's zoning and development regulations costing \$110,398.

Public Services and Operations

- Animal adoption revenues have increased \$38,939 over prior year primarily due to an average increase of \$12.30 per animal adoption. The average adoption fee is approximately \$60 per animal. In addition, there have been 487 more adoptions over prior year.
- Food permit revenues have increased \$9,820 over prior year due to an increase in food permits issued in the current year.
- Child safety fees have increased over prior year by \$21,736 due to increased school zone violations in the current year. As of July of the current year, there have been 3,287 school zone citations compared to 1,922 through the same period of 2007.
- Reimbursements to the Health department from the Municipal Drainage Fund have decreased \$71,790 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 costs and encumbrances at the animal shelter have increased \$31,202 and \$5,394, respectively, due to requirement for all adopted animals to be spayed or neutered before leaving the animal shelter.
- In prior fiscal year, the Records Management department purchased a new Ford Escape Hybrid vehicle costing \$24,124.
- The Animal Services department has a decrease in salary related expenditures of \$34,152 due to an increase in vacant positions in the current year.
- Replacement charges for Animal Services increased \$10,829 over prior year due to an increase in budgeted amounts to repay the equipment replacement fund for equipment purchased in prior years.
- Materials and supplies costs and encumbrances in the public information department have decreased \$22,423 primarily due office remodeling and purchase of upgraded computer software and a new color laser printer in the prior year.

Parks and Recreation

- The Parks and Recreation department has experienced an increase in membership revenues of \$1,002,086 which is primarily attributed to the opening of the Tom Muehlenbeck Center in November of the current fiscal year.

REPORT NOTES CONTINUED

JULY, 2008

- 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 \$187,913 as compared to prior year.
- Rental fees for use of rooms at recreation facilities have increased over prior fiscal year by \$25,299. This increase is primarily caused by the opening of the Tom Muehlenbeck Center which has generated \$18,514 of recreation rental fee revenues.
- Swimming fees have increased in the current year by \$35,038 primarily due to the opening of the Tom Muehlenbeck Center which has generated \$132,624 of swimming fee income.
- 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.
- Revenue generated from ticket sales for Concerts in the Park Series 2008 at the Amphitheater at Oak Point increased \$38,380 in the current year due to increased ticket prices and citizen participation.
- In the current year, Parks and Recreation cost centers have received \$110,010 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 July in prior year were \$67,027. The majority of this year's increase was due to an April storm that resulted in \$31,750 of damages within the Park Planning department.
- Personal services increased \$1,222,594 over prior year primarily due to the opening of the Tom Muehlenbeck Center as well as the Oak Point Nature Preserve in the current year. Additionally, increased salary and benefit related costs are higher in the current year as compared to prior period.
- Payments for contractual services related to the Creative Arts department have increased \$31,286 primarily due to costs associated with the summer concert series beginning two months earlier than prior year. Additionally, a portion of this increase is for 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. Costs for this project occurred in the current year costing \$9,000. Recently, the Cox Building has had some water damage on the first floor which the City leases from Plano Independent School District (PISD). PISD reimbursed the City as PISD is the owner of the Cox Building and the City is a tenant. The City received \$65,000 in March 2008 and was dedicated to a Community Investment Program Project.
- Advertising costs associated with the Creative Arts Division have increased over prior year by \$21,535 primarily attributed to the City hosting more of its own events as opposed to rental of facilities, such as the Cox Building and Oak Point Amphitheater, to outside customers 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 cost of the brochure and postage was \$33,061.
- Expenditures and encumbrances, including personal costs, associated with the Tom Muehlenbeck Center have been incurred in the current year in the amount of \$1,096,524, as this new facility opened in November of the current fiscal year. This represents an increase as compared to prior year of \$814,507. An integrated customer relationship fitness management tool costing \$40,032 was purchased by the Recreation Administration department to be utilized at the Tom Muehlenbeck Center.
- An increase of approximately \$44,175 occurred in the current year for purchase and application of chemical products at various parks areas. The Parks Grounds Maintenance Service Districts utilized limited amounts of pre-emergent and post emergent herbicides in prior fiscal year due to drought conditions. Once drought restrictions were lifted, routine fall and spring pre- and post emergent herbicide applications resumed. Additionally, during the current year, the districts are experimenting with an alternative higher priced pre-emergent herbicide that has a longer residual and covers a larger variety of weeds. If success is noted utilizing this product, it will eliminate the cost of repeated pre-and post emergent applications. Also, the significant fuel cost increase has added to the cost of manufacturing and shipping these products.
- Expenditures and encumbrances for contractual services for grounds maintenance of park sites and restroom and litter cleanup have increased in the current year by \$48,815. The increase is attributed to contractual changes as well as increased areas serviced.
- The Park Field Services department purchased a new ½ ton pickup truck in the current year costing \$18,994.

REPORT NOTES CONTINUED

JULY, 2008

- Purchase of chemicals for trim and playing turf has increased over prior year by \$131,252. 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 and Sports Turf Maintenance departments have increased purchases of fertilizer to cover 400 acres of athletic fields and grassy areas. The 2007-08 re-estimate increased over prior year's re-estimate by \$39,538.
- Expenditures and encumbrances for athletic field maintenance contractual services have increased \$44,006 in the current year due to light pole and fence repairs from the April storm, an increase in tournaments hosted by the City and an increase of 280 turf acres maintained due to division reorganization in the current year.
- Electricity costs for athletic fields has increased \$15,208 over prior year due to eight unlighted soccer fields closed for renovations at Russell Creek Park in the spring of 2008, which caused additional lighted fields to be used elsewhere to complete the spring sports season. In addition, Enfield Park, which consists of 8 lighted baseball fields, was closed for renovations for a portion of the 2007 summer season.
- 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.
- Park Support Services purchased a new Ford F250 pickup truck in the amount of \$24,440. The Sports Turf Maintenance department included a new ¾ ton pickup truck, tractor, and 2 soil relievers to the fleet costing \$23,827, \$24,790 and \$58,400 respectively. In addition, the Sports Maintenance department also purchased a Versa Vac Sweeper with upgraded options for \$22,030.
- The Natural Resources department purchased a grass drill, ¾ ton pickup truck, Toro mower and all terrain utility vehicle in the current period in the amount of \$13,053, \$23,604, \$12,421 and \$10,076, respectively.
- The District No. 3 Grounds Maintenance department purchased a new ½ ton pickup truck in the current year in the amount of \$18,994.
- Municipal garage charges to maintain parks and recreation fleet increased over prior year by \$228,564 attributed to increased fuel prices.
- Replacement charges for parks and recreation rolling stock have increased over prior year by \$154,692 due to timing of vehicles received and placed into service.
- Highpoint Tennis Center has spent funds for a security system in the current year costing \$38,642.
- The Douglass Recreation Center purchased new furniture in the current year in the amount of \$20,466.
- Design services for logo development for Oak Point Park Nature Preserve and Oak Point Park have been spent this fiscal year in the amount of \$6,000. In prior year, \$3,800 was spent in September.
- Courtyard Theater purchased new stage and theater equipment in the prior year costing \$15,517.
- Payment to PISD has decreased \$143,444 for usage of utility and custodial services for Williams and Clark Recreation Centers. This decrease is attributed to closing Clark Recreation Center in May 2007, which resulted in the utilization of fewer PISD facilities in the current year.

Public Works

- In the current year, the Public Works departments have received \$100,224 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 May in prior year were \$58,945.
- Replacement charges for public works rolling stock have increased over prior year by \$83,451 due to timing of vehicles received and placed into service.
- Municipal garage charges to maintain public works fleet increased over prior year by \$80,839 attributed to increased fuel prices.
- Asphalt purchases for the Streets department have increased \$28,134. A new asphalt product is being utilized in the current year that will lengthen the longevity of the repair, which will initially cost more but require less maintenance.
- Concrete purchases for the Streets department have decreased \$61,787 as a result of allocating staff to complete the increased volume of projects in the Drainage and Utility Cut Services departments.
- Maintenance parts and supplies have increased for the streets department as compared to prior year by \$41,844 as a result of the price increase in reinforcing steel, diamond tipped concrete saw blades and construction lumber which all have nearly doubled in price.
- Maintenance parts and supplies have decreased for the signals department as compared to prior year

REPORT NOTES CONTINUED

JULY, 2008

by \$59,960. The re-estimate budgeted amount for the current fiscal year is comparable to prior year's re-estimate.

- Personal services increased \$101,508 over prior year. Personal costs for the Public Works, Streets, and Signals departments increased over prior year by \$201,751 due to higher salary and benefit related costs. This increase is offset by a \$100,243 decrease in salary expenditures in the Signs & Marking department primarily due to more vacant positions in the current year than in prior year. In addition, the Signs & Marking department has experienced a reorganization resulting in lower salaries residing in these departments in the current year as compared to prior period.
- Public works functioning departments have experienced a decrease of \$121,252 in workers compensation claims and related administrative expenses. Beginning in the current fiscal year, these costs are being absorbed in the Property Liability Loss Fund, whereas last fiscal year, claims expenses were allocated to using departments.
- The Signs & Markings department utilizes contractual services for installation of street buttons and paving marking materials on the City's streets. These services have decreased over prior year by \$48,426. These decreases are primarily due to timing of services received and encumbered as compared to prior year. The re-estimate amount budgeted for this service has decreased \$12,959 as compared to prior year's re-estimate.

Other

- Payments for retiree health insurance have increased over prior year by \$131,857 due to restructuring of retiree insurance, as well as increases in the number of retirees and premium amounts in the current year.
- Payment made to Collin County Central Appraisal District for property tax collection services has increased over prior year by \$111,234. The calculated pro-rata cost is determined by the City's percent of tax levy in relation to the county's tax levy. Additionally, the City has paid Denton County Central Appraisal District in the amount of \$28,815 which began in the current fiscal year as new state legislation was passed.
- Electric payments have increased over prior year by \$113,321 primarily due to increased prices in natural gas in the current year.
- Expenditures for interdepartmental water billings have increased \$269,630 due to watering restrictions being lifted in July 2007.
- Technology services charges increased over prior year by \$95,129 due to higher costs budgeted in the current year.
- In the current year, the City paid \$46,500 in support of the Blackland Prairie Festival. Prior year payment to the Blackland Prairie Festival was \$15,225.
- Funds to support the Boys and Girls Club of Collin County have been spent in the amount of \$30,000 in the current year. This sponsorship did not occur last fiscal year.
- The General Fund is absorbing \$29,330 of additional funding in support of the Plano African American Museum which is mainly funded through the Convention and Tourism Fund. The total amount of funding in prior year for this entity was \$21,921 while current year funding, including the General Fund portion, is \$49,330.
- Payment of \$26,000 for the Plano International Festival was incurred in June of the current year as compared to the prior year August payment. The festival continues to be held in the month of October.
- Expenditures were incurred in the prior year in the amount of \$104,475 for a street light audit conducted by an external contractor.
- \$17,800 was spent in the prior year for contractual work to administer a service prioritization assessment requesting citizen feedback.
- In the prior year, a transfer of funds of \$205,756 to the Retirement Security Plan was made in July to ensure that the Plan was appropriately funded. That ordinance was presented and approved by the City Council on June 25, 2007.
- In the prior year, the City spent \$67,100 for 4,650 courses of Tamiflu vaccinations to be reserved for City employees and their immediate families in the event of a pandemic influenza outbreak.

Property Tax Revenues

- Ad valorem tax revenues increased \$7,758,870 over prior year primarily attributed to an increase in existing property values. In addition, new property came on-line in the current year.

REPORT NOTES CONTINUED

JULY, 2008

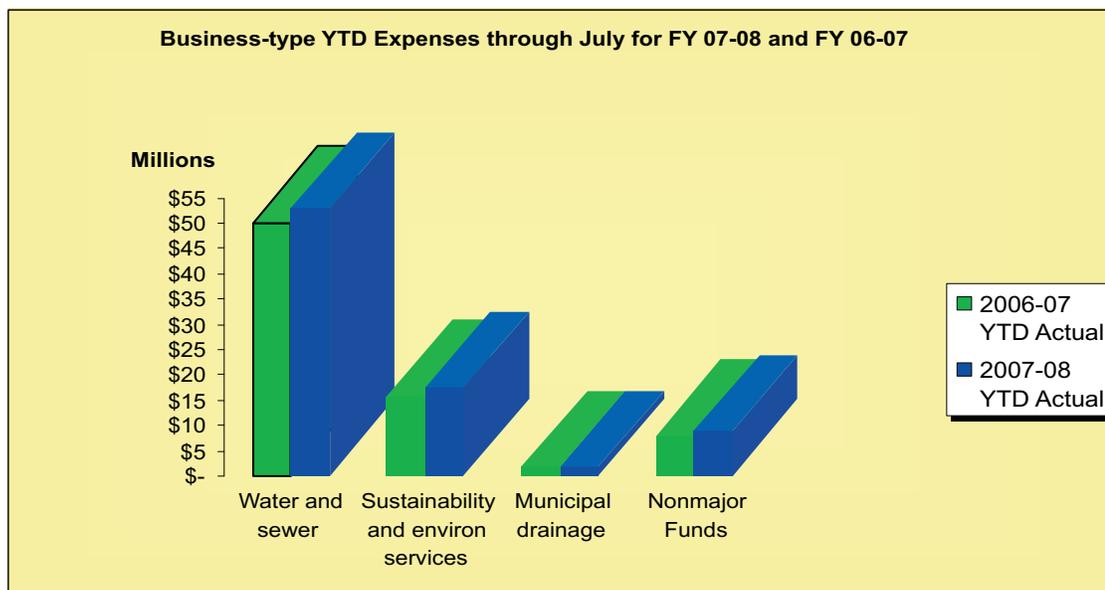
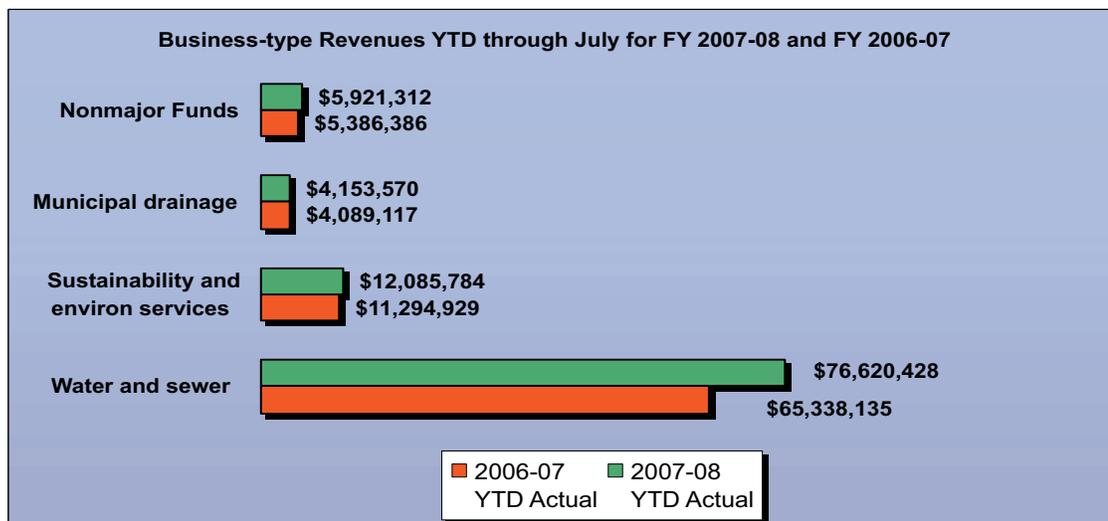
Sales Tax Revenues

- Sales tax revenues decreased over prior year by \$1,335,365 due to a slowing economy as well as \$519,693 of audit adjustments, which lowered collections in the current fiscal year. Favorable audit adjustments through July 2007 were recorded at \$1,099,251, resulting in an increase to prior year collections. When comparing the cash received in the months of July 2008 and July 2007, a decrease of 8.3% is noted in sales tax revenues.

Franchise Fee Revenues

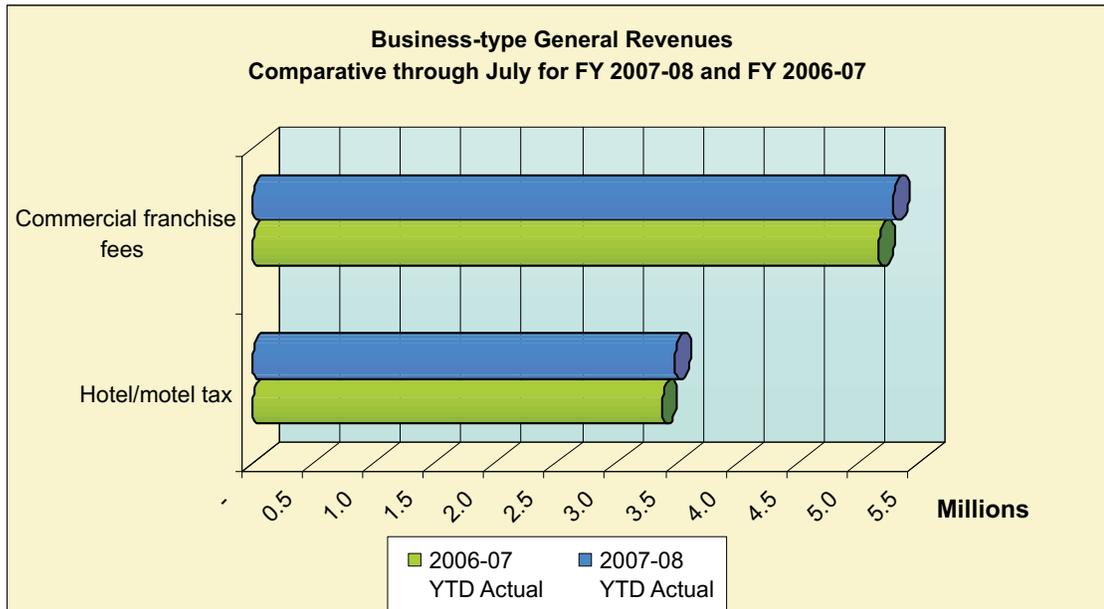
- Electric franchise fee revenues decreased \$152,116 as compared to prior year. The decrease is driven by receipt of a settlement in prior fiscal year in the amount of \$444,618.
- Gas franchise fee revenues are higher than prior year by \$710,537. The increase in gas franchise collections is primarily due to increased gas prices.
- Telephone franchise revenues decreased \$625,159 as compared to prior year primarily due to a decline in traditional land line phone service. The City does not collect franchise fees from digital and cellular users.
- Cable television franchise revenues increased over prior year by \$479,993 primarily due to timing of payments received.

HIGHLIGHTS OF BUSINESS-TYPE VARIANCES



REPORT NOTES CONTINUED

JULY, 2008



Water & Sewer

- Water and sewer revenues increased over prior year by \$8,598,791 and \$2,503,614, 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 \$126,643 primarily due to an increase in water bills of late paying customers and as a result of watering restrictions being lifted.
- Consumption and rate increases for construction water meters have occurred in the current year resulting in an increase of revenues of \$111,618.
- Cellular telephone companies place antennas on city elevated water towers and therefore, the City charges rental fees. These revenues have increased \$16,052 as each individual contract renews and is subject to rate increases.
- Water meter revenue is lower than prior year by \$23,225 due to a decrease in residential building.
- Expenses and encumbrances to Datamatic.Com for maintenance parts pertaining to the automated meter reading project have decreased over prior year by \$915,380. The current phase of the project is now complete and therefore, replacements are occurring. A new vendor will be utilized beginning in the current fiscal year to install new hardware and software for the automated meter reading project. Encumbrances for these services are \$2,700,000.
- Water meter purchases are lower than prior year by \$128,192. 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 \$140,902. These costs are shared between Municipal Drainage Operations and Utility Operations. In the current year, the Utility Operations paid for the 1st half of the year, while in the prior year, they paid for the 2nd half of the year, therefore, this variance should decrease through the remainder of the fiscal year.
- Payments to North Texas Municipal Water District (NTMWD) for services such as wastewater and pre-treatment, as well as water services, increased over prior year by \$158,631 and \$1,206,510 respectively. These increases are the result of an increase in contractual amounts.
- Electricity expenses have decreased \$49,596 in the current period due to the timing of payments.
- Municipal garage charges to maintain water and sewer fleet increased over prior year by \$103,597 due to increased fuel prices.
- In the current year, the Pumping Facilities department purchased a new trailer mounted generator for \$29,598 and the Utility District # 3 department purchased a Ford Escape hybrid vehicle costing \$24,599.

REPORT NOTES CONTINUED

JULY, 2008

- A new imaging processor has been purchased in the current fiscal year to process utility payments. The total cost of this project is \$25,431 of which \$8,931 has been paid. Additionally, funds for a new kiosk for utility customers to make payments at City Hall have been spent and encumbered in the current fiscal year in the amount of \$63,000.
- Payments made for credit card services increased over prior year by \$29,504 primarily due to an increase in credit card payments made by customers.
- In the prior year, equipment was rented and utilized to repair a sewer line break at Custer Road and Highway 190 which cost \$138,852.
- Expenses and encumbrances associated with the Environmental Education Complex were incurred last fiscal year in the amount of \$127,855. Of this amount, services are rendered and encumbered in the current fiscal year in the amount of \$78,785.
- The Utility Maintenance department purchased a listening device to detect water leaks in the prior year totaling \$24,790. This type of equipment is purchased on an as needed basis.

Sustainability and Environmental Services

- Commercial franchise fee revenues increased over prior year by \$120,171. 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 \$170,236 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 \$309,219 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.
- Compost revenues are higher over prior year by \$91,201 primarily due to weather related factors experienced last year. Due to drought conditions in the area, residential and commercial sites did not landscape as much therefore, resulting in lower compost sales. Additionally, new commercial customers are purchasing compost in bulk in the current year.
- Tipping fee revenues increased over prior year by \$195,062 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.
- In the current year, \$51,576 has been received 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 July in prior year were \$32,674 resulting in an increase of \$18,902.
- Overtime charges from the Compost department have increased over prior year by \$71,951. This is primarily due to additional work being done pertaining to the fire at the Melissa Compost Site, as well as the April storm.
- A new John Deere Front End Loader, as well as a truck mounted fork lift, was added to the Compost Operations department in the current year costing \$290,242 and \$42,950, respectively.
- Payments to NTMWD increased \$352,745 over prior year as 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 \$64,606.
- Municipal garage charges to maintain environmental waste fleet increased over prior year by \$538,605 attributed to increased fuel prices.
- Replacement charges for environmental waste services rolling stock have increased over prior year by \$157,674 due to timing of vehicles received and placed into service.
- Contracts for the Live Green Expo increased in the current year by \$24,810 as a result of contracting professional services for the planning, coordination and implementation of the 2008 Live Green Expo. These services were not contracted in the prior year.
- Temporary labor services decreased over prior year by \$32,714 primarily to promote the Live Green in Plano Expo that began last fiscal year.
- 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 \$136,373.

REPORT NOTES CONTINUED

JULY, 2008

Municipal Drainage

- Drainage fee revenues have increased \$73,197 primarily due to an increase in commercial accounts serviced as these entities are charged by square footage.
- Personal services increased \$99,648 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Reimbursements to the Health department from the Municipal Drainage Fund have decreased \$71,790 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. Although reimbursements have decreased, salary expenses for the Storm Water Drainage department have increased in the Municipal Drainage Fund by \$64,960.
- Due to a larger volume of projects, concrete purchases and encumbrances have increased over prior year by \$63,397. The re-estimate amount budgeted is comparable to prior year's re-estimate.
- Costs for debris hauling services have decreased \$153,653. These costs are shared between Municipal Drainage Operations and Utility Operations. In the current year, Municipal Drainage Operations paid for the 2nd half of the year, while in the prior year, they paid for the 1st half of the year, therefore, this variance should decrease through the remainder of the fiscal year.
- Municipal garage charges to maintain municipal drainage fleet increased over prior year by \$32,900 attributed to increased fuel prices.
- In prior year, a new Ford Escape Hybrid was purchased for the Storm Water Drainage department costing \$24,124.

Civic Center

- Hotel/Motel tax revenue has increased in the current year by \$107,203, mainly attributable to the December 2007 opening of the new upscale boutique hotel, NYLO Plano at Legacy.
- Inside catering revenues at Plano Centre, Pecan Hollow and Plano Station have increased over prior year by \$94,876, with \$50,000 of this increase attributed to new event business in March of the current year. As a result of the increase in volume and size of events in the current year, equipment rental and service charge revenues have increased \$19,370 and \$15,971, respectively.
- Concession revenues increased over prior year by \$138,494 primarily due to the opening of the Tom Muehlenbeck Center in the current year generating revenues of approximately \$96,497.
- As a result of increased inside catering and concession revenues, rising prices and supplemental fuel charges, food costs have increased \$100,936 over prior year.
- Alcohol revenues increased over prior year by \$50,820. The increase in alcohol sales is a direct result of an increase in corporate holiday events and one large event increasing sales \$13,000 over prior year.
- Personal services increased \$145,953 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 \$72,289 and \$100,924, respectively, due to increased funding in the current year as compared to prior year's re-estimate.
- Funds totaling \$18,000 have been spent in the current year for consulting, design services and to expand the parking lot at Plano Centre. Additionally, funds of \$197,764 have been spent for work on the parking lot expansion at Plano Centre.
- Expenses and encumbrances for professional services have increased \$147,699 primarily attributed to the increase in volume and size of events held in the current year and \$60,340 for design and enhancements for the new Plano Convention & Visitors Bureau website.
- Advertising costs have increased \$7,943 over prior year attributed to an increase in volume of advertising publications as well as increased fees from media providers.
- The Civic Center purchased a new Chevrolet ½ ton pick up in the current year costing \$19,410.
- Funds for a new flag and flagpole at Plano Center have been incurred in the current year in the amount of \$18,879.
- Funds encumbered in the prior year for a replacement phone system have been spent in the current fiscal year costing \$71,582.
- In the prior year, \$183,846 was encumbered for 2,000 new upholstered chairs for the Civic Center.

REPORT NOTES CONTINUED

JULY, 2008

Golf Course

- Golf revenues are higher than prior year by \$51,341. Rounds played recorded in July 2008 are 6,810 compared to 4,939 rounds played in July of prior year. Year to date rounds of golf played are recorded at 44,147 compared to 40,398 in prior year. These increases are mainly attributed to more rainy days in the prior year.
- Pecan Hollow Golf Course has purchased a new greens mower in the current fiscal year in the amount of \$22,104.
- Personal services increased \$16,003 over prior year primarily due to increased salary and benefit related costs experienced in the current year.
- Maintenance parts and supplies has decreased \$11,520 primarily due to last year's purchase of new putting greens and golf green turf covers.

Recreation Revolving

- Recreation revenues increased over prior year by \$347,348 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 \$308,543 which results in increased costs to pay for class instructors in the amount of \$32,967.
- Costs for personal services increased \$125,672 primarily due to the opening of the Tom Muehlenbeck Center in November 2007 as well as increased salary and benefit related costs in the current year.
- Payments made for credit card services increased over prior year by \$59,531 primarily due to an increase in credit card payments made by customers.
- Expenses and encumbrances for publications have increased \$17,450 attributed to the Tom Muehlenbeck Center opening in November, incurring publications costs of \$16,923 for materials and books for first aid and safety classes offered.
- Expenses and encumbrances for printing of the Leisure Catalogs for the current fiscal year have increased \$10,063. The Leisure Catalogs increased in pages, printing and distribution to accommodate programs located at the Tom Muehlenbeck Center.

Property Management

- Rental revenues for have increased \$3,053 in the current year primarily due to timing of collections received by the City.
- Contractual professional services have increased \$12,261 in the current year primarily due to the cost of an appraisal for retail property on 15th street as well as a 5% 3-year contract renewal commission in the amount of \$4,024 for Downtown Center North.
- Contractual repair services have decreased primarily due to expenses in the prior year in the amount of \$43,418 for work related to parking lot improvements and building repairs at Downtown Center North.

Downtown Center Development

- The City has an agreement to share costs affiliated with the Eastside Village. Costs have increased over prior year by \$2,037 primarily due to the City absorbing insurance and tax expenses.



SECTION 1A

FINANCIAL SUMMARY

City of Plano
Comprehensive Monthly Finance Report

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

	Fiscal Year	Annual Budget	Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Ad valorem tax	2008	\$ 77,467,000	77,641,000	76,991,000	99.2%	119.00
	2007	69,461,000	69,461,000	69,232,000	99.7%	119.60
	2006	61,823,000	61,823,000	61,600,000	99.6%	119.57
Sales tax	2008	61,181,000	59,194,000	51,817,000	87.5%	105.05
	2007	57,606,000	61,181,000	53,172,000	86.9%	104.29
	2006	50,590,000	58,782,000	48,701,000	82.9%	99.42
Other revenue	2008	48,069,000	49,515,000	39,962,000	80.7%	96.85
	2007	46,259,000	48,422,000	39,035,000	80.6%	96.74
	2006	44,632,000	48,234,000	33,963,000	70.4%	84.50
TOTAL REVENUE	2008	186,717,000	186,350,000	168,770,000	90.6%	108.68
	2007	173,326,000	179,064,000	161,439,000	90.2%	108.19
	2006	157,045,000	168,839,000	144,264,000	85.4%	102.53
EXPENDITURES & ENCUMBRANCES:						
Current operating	2008	\$ 199,162,000	195,444,000	151,502,000	77.5%	93.02
	2007	188,784,000	184,221,000	146,372,000	79.5%	95.35
	2006	173,594,000	170,873,000	134,574,000	78.8%	94.51
Capital outlay	2008	2,255,000	3,059,000	2,251,000	73.6%	88.30
	2007	1,466,000	2,077,000	3,894,000	187.5%	224.98
	2006	1,697,000	2,099,000	1,940,000	92.4%	110.91
Total expenditures and encumbrances	2008	201,417,000	198,503,000	153,753,000	77.5%	92.95
	2007	190,250,000	186,298,000	150,266,000	80.7%	96.79
	2006	175,291,000	172,972,000	136,514,000	78.9%	94.71
Excess (deficiency) of revenues over (under) expenditures	2008	(14,700,000)	(12,153,000)	15,017,000	-	-
	2007	(16,924,000)	(7,234,000)	11,173,000	-	-
	2006	(18,246,000)	(4,133,000)	7,750,000	-	-
OTHER FINANCING SOURCES (USES)						
Transfers in	2008	16,609,000	16,946,000	13,841,000	81.7%	98.01
	2007	16,397,000	15,863,000	13,664,000	86.1%	103.37
	2006	15,153,000	16,164,000	12,627,000	78.1%	93.74
Transfers out	2008	(21,947,000)	(20,959,000)	(19,077,000)	91.0%	109.22
	2007	(21,055,000)	(21,095,000)	(17,811,000)	84.4%	101.32
	2006	(13,270,000)	(13,776,000)	(12,114,000)	87.9%	105.52
NET CHANGE IN FUND BALANCES	2008	(20,038,000)	(16,166,000)	9,781,000		
	2007	(21,582,000)	(12,466,000)	7,026,000		
	2006	(16,363,000)	(1,745,000)	8,263,000		
FUND BALANCES-BEGINNING	2008			45,684,000		
	2007			48,805,000		
	2006			39,224,000		
FUND BALANCES-ENDING JULY 31	2008			55,465,000		
	2007			55,831,000		
	2006			47,487,000		

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

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>Re-estimated Budget</u>	<u>10 Months Actual</u>	<u>Actual/ Re-estimate</u>	<u>Performance Index</u>
REVENUES:						
Water and sewer revenue	2008	\$ 96,340,000	92,868,000	74,632,000	80.4%	96.44
	2007	93,434,000	81,485,000	63,549,000	78.0%	93.59
	2006	83,000,000	86,275,000	69,300,000	80.3%	96.39
Other fees and service charges	2008	2,693,000	2,490,000	1,845,000	74.1%	88.92
	2007	2,556,000	2,698,000	1,884,000	69.8%	83.80
	2006	<u>2,360,000</u>	<u>3,087,000</u>	<u>2,513,000</u>	81.4%	97.69
TOTAL REVENUE	2008	99,033,000	95,358,000	76,477,000	80.2%	96.24
	2007	95,990,000	84,183,000	65,433,000	77.7%	93.27
	2006	<u>85,360,000</u>	<u>89,362,000</u>	<u>71,813,000</u>	80.4%	96.43
EXPENSES & ENCUMBRANCES:						
Capital outlay	2008	1,245,000	1,324,000	213,000	16.1%	19.31
	2007	80,000	397,000	149,000	37.5%	45.04
	2006	70,000	1,927,000	267,000	13.9%	16.63
Other expenses & encumbrances	2008	66,174,000	65,893,000	52,665,000	79.9%	95.91
	2007	63,810,000	63,045,000	49,824,000	79.0%	94.84
	2006	<u>58,788,000</u>	<u>60,194,000</u>	<u>46,741,000</u>	77.7%	93.18
Total expenses and encumbrances	2008	67,419,000	67,217,000	52,878,000	78.7%	94.40
	2007	63,890,000	63,442,000	49,973,000	78.8%	94.52
	2006	<u>58,858,000</u>	<u>62,121,000</u>	<u>47,008,000</u>	75.7%	90.81
Excess (deficiency) of revenues over (under) expenses	2008	31,614,000	28,141,000	23,599,000	-	-
	2007	32,100,000	20,741,000	15,460,000	-	-
	2006	26,502,000	27,241,000	24,805,000	-	-
TRANSFERS IN (OUT)						
Transfers in	2008	255,000	255,000	212,000	83.1%	99.76
	2007	268,000	292,000	223,000	76.4%	91.64
	2006	230,000	333,000	191,000	57.4%	68.83
Transfers out	2008	(30,889,000)	(31,439,000)	(25,741,000)	81.9%	98.25
	2007	(30,208,000)	(35,009,000)	(25,052,000)	71.6%	85.87
	2006	<u>(28,082,000)</u>	<u>(29,463,000)</u>	<u>(23,402,000)</u>	79.4%	95.31
CHANGE IN NET ASSETS	2008	\$ 980,000	(3,043,000)	(1,930,000)		
	2007	2,160,000	(13,976,000)	(9,369,000)		
	2006	(1,350,000)	(1,889,000)	1,594,000		
TOTAL NET ASSETS-BEGINNING	2008			315,706,000		
	2007			324,871,000		
	2006			<u>317,131,000</u>		
TOTAL NET ASSETS-ENDING JULY 31	2008			313,776,000		
	2007			315,502,000		
	2006			<u>318,725,000</u>		

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

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>Re-estimated Budget</u>	<u>10 Months Actual</u>	<u>Actual/ Re-estimate</u>	<u>Performance Index</u>
REVENUES:						
Commerical solid waste franchise	2008	\$ 6,352,000	6,422,000	5,289,000	82.4%	98.83
	2007	5,901,000	6,267,000	5,168,000	82.5%	98.96
	2006	5,307,000	5,783,000	4,815,000	83.3%	99.91
Refuse collection revenue	2008	12,273,000	12,734,000	10,607,000	83.3%	99.96
	2007	12,078,000	12,189,000	10,126,000	83.1%	99.69
	2006	11,106,000	11,263,000	9,345,000	83.0%	99.56
Other fees and service charges	2008	2,100,000	1,920,000	1,486,000	77.4%	92.88
	2007	1,545,000	1,627,000	1,141,000	70.1%	84.15
	2006	<u>1,367,000</u>	<u>1,393,000</u>	<u>1,098,000</u>	78.8%	94.59
TOTAL REVENUE	2008	20,725,000	21,076,000	17,382,000	82.5%	98.97
	2007	19,524,000	20,083,000	16,435,000	81.8%	98.20
	2006	<u>17,780,000</u>	<u>18,439,000</u>	<u>15,258,000</u>	82.7%	99.30
EXPENSES & ENCUMBRANCES:						
Capital outlay	2008	142,000	480,000	367,000	76.5%	91.75
	2007	312,000	460,000	131,000	28.5%	34.17
	2006	532,000	880,000	479,000	54.4%	65.32
Other expenses & encumbrances	2008	19,969,000	20,061,000	17,003,000	84.8%	101.71
	2007	18,531,000	18,284,000	15,685,000	85.8%	102.94
	2006	<u>17,043,000</u>	<u>17,189,000</u>	<u>14,453,000</u>	84.1%	100.90
Total expenses and encumbrances	2008	20,111,000	20,541,000	17,370,000	84.6%	101.48
	2007	18,843,000	18,744,000	15,816,000	84.4%	101.25
	2006	<u>17,575,000</u>	<u>18,069,000</u>	<u>14,932,000</u>	82.6%	99.17
Excess (deficiency) of revenues over (under) expenses	2008	614,000	535,000	12,000	-	-
	2007	681,000	1,339,000	619,000	-	-
	2006	205,000	370,000	326,000	-	-
TRANSFERS IN (OUT)						
Transfers in	2008	100,000	100,000	83,000	83.0%	99.60
	2007	85,000	85,000	71,000	83.5%	100.24
	2006	-	-	-	-	-
Transfers out	2008	(1,175,000)	(1,207,000)	(979,000)	81.1%	97.33
	2007	(1,205,000)	(1,180,000)	(922,000)	78.1%	93.76
	2006	<u>(1,176,000)</u>	<u>(1,177,000)</u>	<u>(980,000)</u>	83.3%	99.92
CHANGE IN NET ASSETS	2008	\$ (461,000)	(572,000)	(884,000)		
	2007	(439,000)	244,000	(232,000)		
	2006	(971,000)	(807,000)	(654,000)		
TOTAL NET ASSETS-BEGINNING	2008			2,308,000		
	2007			1,759,000		
	2006			<u>2,578,000</u>		
TOTAL NET ASSETS-ENDING JULY 31	2008			1,424,000		
	2007			1,527,000		
	2006			<u>1,924,000</u>		

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

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>Re-estimated Budget</u>	<u>10 Months Actual</u>	<u>Actual/ Re-estimate</u>	<u>Performance Index</u>
REVENUES:						
Fees and service charges	2008	\$ 4,724,000	4,908,000	4,153,000	84.6%	101.54
	2007	4,700,000	4,700,000	4,080,000	86.8%	104.17
	2006	4,812,000	4,677,000	4,015,000	85.8%	103.01
Miscellaneous revenue	2008	125,000	175,000	152,000	86.9%	104.23
	2007	109,000	145,000	174,000	120.0%	144.00
	2006	47,000	112,000	109,000	97.3%	116.79
TOTAL REVENUE	2008	4,849,000	5,083,000	4,305,000	84.7%	101.63
	2007	4,809,000	4,845,000	4,254,000	87.8%	105.36
	2006	4,859,000	4,789,000	4,124,000	86.1%	103.34
EXPENSES & ENCUMBRANCES:						
Capital outlay	2008	-	54,000	-	-	-
	2007	28,000	28,000	25,000	89.3%	107.14
	2006	27,000	52,000	105,000	201.9%	242.31
Other expenses & encumbrances	2008	2,579,000	2,619,000	1,787,000	68.2%	81.88
	2007	2,682,000	2,453,000	1,752,000	71.4%	85.71
	2006	2,561,000	2,346,000	1,753,000	74.7%	89.67
Total expenses and encumbrances	2008	2,579,000	2,673,000	1,787,000	66.9%	80.22
	2007	2,710,000	2,481,000	1,777,000	71.6%	85.95
	2006	2,588,000	2,398,000	1,858,000	77.5%	92.98
Excess (deficiency) of revenues over (under) expenses	2008	2,270,000	2,410,000	2,518,000	-	-
	2007	2,099,000	2,364,000	2,477,000	-	-
	2006	2,271,000	2,391,000	2,266,000	-	-
TRANSFERS OUT						
Operating transfers out	2008	(2,711,000)	(2,786,000)	(2,259,000)	81.1%	97.30
	2007	(2,559,000)	(2,623,000)	(2,132,000)	81.3%	97.54
	2006	(2,441,000)	(2,432,000)	(1,887,000)	77.6%	93.11
CHANGE IN NET ASSETS	2008	(441,000)	(376,000)	259,000		
	2007	(460,000)	(259,000)	345,000		
	2006	(170,000)	(41,000)	379,000		
TOTAL NET ASSETS-BEGINNING	2008			21,106,000		
	2007			20,754,000		
	2006			17,924,000		
TOTAL NET ASSETS-ENDING JULY 31	2008			21,365,000		
	2007			21,099,000		
	2006			18,303,000		

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

	Fiscal Year	Annual Budget	Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Hotel/motel tax	2008	\$ 4,518,000	4,774,000	3,488,000	73.1%	87.67
	2007	4,009,000	4,408,000	3,381,000	76.7%	92.04
	2006	3,411,000	3,911,000	3,199,000	81.8%	98.15
Other revenue	2008	6,695,000	6,957,000	6,114,000	87.9%	105.46
	2007	6,324,000	6,312,000	5,582,000	88.4%	106.12
	2006	6,071,000	6,094,000	5,387,000	88.4%	106.08
TOTAL REVENUE	2008	11,213,000	11,731,000	9,602,000	81.9%	98.22
	2007	10,333,000	10,720,000	8,963,000	83.6%	100.33
	2006	9,482,000	10,005,000	8,586,000	85.8%	102.98
EXPENSES & ENCUMBRANCES:						
Capital outlay	2008	81,000	112,000	145,000	129.5%	155.36
	2007	52,000	78,000	307,000	393.6%	472.31
	2006	5,000	11,000	8,000	72.7%	87.27
Other expenses & encumbrances	2008	11,659,000	11,921,000	8,794,000	73.8%	88.52
	2007	10,469,000	10,700,000	7,646,000	71.5%	85.75
	2006	9,521,000	9,877,000	7,259,000	73.5%	88.19
Total expenses and encumbrances	2008	11,740,000	12,033,000	8,939,000	74.3%	89.14
	2007	10,521,000	10,778,000	7,953,000	73.8%	88.55
	2006	9,526,000	9,888,000	7,267,000	73.5%	88.19
Excess (deficiency) of Revenues over (under) expenses	2008	(527,000)	(302,000)	663,000	-	-
	2007	(188,000)	(58,000)	1,010,000	-	-
	2006	(44,000)	117,000	1,319,000	-	-
TRANSFERS OUT:						
Operating transfers out	2008	(1,120,000)	(1,147,000)	(934,000)	81.4%	97.72
	2007	(671,000)	(689,000)	(558,000)	81.0%	97.18
	2006	(558,000)	(593,000)	(465,000)	78.4%	94.10
CHANGE IN NET ASSETS	2008	(1,647,000)	(1,449,000)	(271,000)		
	2007	(859,000)	(747,000)	452,000		
	2006	(602,000)	(476,000)	854,000		
TOTAL NET ASSETS-BEGINNING	2008			13,468,000		
	2007			12,926,000		
	2006			11,317,000		
TOTAL NET ASSETS-ENDING JULY 31	2008			13,197,000		
	2007			13,378,000		
	2006			12,171,000		

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

	Fiscal Year	Annual Budget	Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Miscellaneous revenue	2008	\$ 185,000	361,000	331,000	91.7%	110.03
	2007	-	210,000	230,000	109.5%	131.43
	2006	-	-	42,000	-	-
EXPENSES & ENCUMBRANCES						
Personal services	2008	551,000	535,000	431,000	80.6%	96.67
	2007	529,000	527,000	427,000	81.0%	97.23
	2006	528,000	449,000	353,000	78.6%	94.34
Materials and supplies	2008	24,000	26,000	17,000	65.4%	78.46
	2007	26,000	50,000	38,000	76.0%	91.20
	2006	23,000	58,000	16,000	27.6%	33.10
Contractual / professional and other	2008	6,275,000	12,015,000	1,155,000	9.6%	11.54
	2007	6,276,000	6,334,000	330,000	5.2%	6.25
	2006	183,000	233,000	100,000	42.9%	51.50
Capital outlay	2008	-	-	-	-	-
	2007	-	7,000	7,000	100.0%	120.00
	2006	-	-	-	-	-
Total Expenses and Encumbrances	2008	6,850,000	12,576,000	1,603,000	12.7%	15.30
	2007	6,831,000	6,918,000	802,000	11.6%	13.91
	2006	734,000	740,000	469,000	63.4%	76.05
Excess (Deficiency) of Revenues Over (Under) Expenses	2008	(6,665,000)	(12,215,000)	(1,272,000)	-	-
	2007	(6,831,000)	(6,708,000)	(572,000)	-	-
	2006	(734,000)	(740,000)	(427,000)	-	-
TRANSFERS IN						
Operating transfers in	2008	6,850,000	6,850,000	4,566,000	66.7%	79.99
	2007	6,831,000	6,918,000	6,692,000	96.7%	116.08
	2006	734,000	740,000	612,000	82.7%	99.24
CHANGE IN NET ASSETS						
	2008	185,000	(5,365,000)	3,294,000		
	2007	-	210,000	6,120,000		
	2006	-	-	185,000		
TOTAL NET ASSETS-BEGINNING						
	2008			6,941,000		
	2007			1,030,000		
	2006			885,000		
TOTAL NET ASSETS-ENDING JULY 31						
	2008			10,235,000		
	2007			7,150,000		
	2006			1,070,000		

EQUITY IN TREASURY POOL

JULY 2008

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 7/31/08	TOTAL 10/01/07	TOTAL 7/31/07
GENERAL FUND:						
01	General	\$ 96,000	49,149,000	49,245,000	39,348,000	50,316,000
77	Payroll	-	2,003,000	2,003,000	1,894,000	1,968,000
24	City Store	-	10,000	10,000	9,000	9,000
		<u>96,000</u>	<u>51,162,000</u>	<u>51,258,000</u>	<u>41,251,000</u>	<u>52,293,000</u>
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	35,934,000	35,934,000	4,675,000	32,102,000
		<u>-</u>	<u>35,934,000</u>	<u>35,934,000</u>	<u>4,675,000</u>	<u>32,102,000</u>
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	542,000	542,000	523,000	465,000
23	Street Enhancement	-	1,561,000	1,561,000	1,507,000	1,398,000
25	1991 Police & Courts Facility	-	1,638,000	1,638,000	1,653,000	1,513,000
27	1991 Library Facility	-	659,000	659,000	637,000	361,000
28	1991 Fire Facility	-	2,014,000	2,014,000	1,943,000	1,324,000
29	Technology Improvements	-	261,000	261,000	252,000	85,000
31	Municipal Facilities	-	432,000	432,000	414,000	398,000
32	Park Improvements	-	4,918,000	4,918,000	4,737,000	4,361,000
33	Street & Drainage Improvement	-	4,752,000	4,752,000	2,454,000	2,117,000
35	Capital Reserve	-	39,612,000	39,612,000	36,993,000	37,016,000
38	DART L.A.P.	-	758,000	758,000	732,000	726,000
39	Spring Creekwalk	-	23,000	23,000	23,000	22,000
52	Park Service Areas	-	5,766,000	5,766,000	5,573,000	5,411,000
53	Creative & Performing Arts	-	2,069,000	2,069,000	2,009,000	1,807,000
54	Animal Control Facilities	-	258,000	258,000	249,000	204,000
59	Service Center	-	130,000	130,000	126,000	124,000
60	Joint Use Facilities	-	593,000	593,000	573,000	557,000
85	Public Arts	-	102,000	102,000	99,000	16,000
110	G.O. Bond Clearing - 1999	-	378,000	378,000	519,000	755,000
190	G.O. Bond Clearing - 2000	-	3,771,000	3,771,000	3,641,000	3,800,000
230	Tax Notes Clearing - 2001	-	1,399,000	1,399,000	2,231,000	2,439,000
240	G.O. Bond Clearing - 2001-A	-	189,000	189,000	182,000	190,000
250	Tax Notes Clearing - 2001-A	-	164,000	164,000	158,000	176,000
270	G.O. Bond Refund/Clearing - 2003	-	169,000	169,000	1,183,000	1,314,000
310	G.O. Bond Refund/Clearing - 2005	-	35,000	35,000	1,000,000	970,000
093	G.O. Bond Clearing - 2006	-	37,000	37,000	1,806,000	2,785,000
089	C.O. Bond Clearing - 2006	-	317,000	317,000	371,000	427,000
102	G.O. Bond Clearing - 2007	-	12,786,000	12,786,000	27,382,000	32,069,000
105	Tax Notes Clearing - 2007	-	836,000	836,000	6,992,000	7,374,000
082	G.O. Bond Clearing - 2008	-	38,944,000	38,944,000	-	-
083	Tax Notes Clearing - 2008	-	17,477,000	17,477,000	-	-
		<u>-</u>	<u>142,590,000</u>	<u>142,590,000</u>	<u>105,962,000</u>	<u>110,204,000</u>
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	280,000	280,000	236,000	208,000
34	Sewer CIP	-	6,979,000	6,979,000	9,218,000	2,812,000
36	Water CIP	-	6,268,000	6,268,000	5,121,000	4,922,000
37	Downtown Center Development	-	110,000	110,000	95,000	81,000
41	Water & Sewer - Operating	308,000	(7,643,000)	(7,335,000)	(7,614,000)	(3,197,000)
42	Water & Sewer - Debt Service	-	2,287,000	2,287,000	641,000	5,265,000
43	Municipal Drainage - Debt Service	-	2,514,000	2,514,000	2,805,000	2,320,000
44	W & S Impact Fees Clearing	-	3,160,000	3,160,000	2,731,000	2,787,000
45	Sustainability & Environmental Services	57,000	301,000	358,000	1,019,000	(911,000)
46	Convention & Tourism	4,000	3,999,000	4,003,000	4,172,000	3,804,000
81	Friends of Plano Centre	-	4,000	4,000	4,000	4,000
47	Municipal Drainage	24,000	4,415,000	4,439,000	4,189,000	4,088,000
48	Municipal Golf Course	-	63,000	63,000	165,000	46,000
49	Property Management	-	431,000	431,000	386,000	370,000
51	Recreation Revolving	-	1,325,000	1,325,000	1,095,000	1,104,000
104	Municipal Drain Bond Clearing-1996	-	179,000	179,000	173,000	171,000
320	Municipal Drain Rev Bond Clearing - 2005	-	307,000	307,000	530,000	702,000
094	Municipal Drain Rev Bond Clearing - 2006	-	379,000	379,000	1,545,000	1,525,000
330	Municipal Drain Rev Bond Clearing - 2007	-	3,019,000	3,019,000	2,914,000	2,877,000
340	Municipal Drain Rev Bond Clearing - 2008	-	2,083,000	2,083,000	-	-
		<u>393,000</u>	<u>30,460,000</u>	<u>30,853,000</u>	<u>29,425,000</u>	<u>28,978,000</u>

EQUITY IN TREASURY POOL

JULY 2008

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 7/31/08	TOTAL 10/01/07	TOTAL 7/31/07
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	184,000	184,000	22,000	399,000
4	TIF-Mall	-	(1,000)	(1,000)	50,000	50,000
5	TIF-East Side	-	6,825,000	6,825,000	7,789,000	8,658,000
11	LLEBG-Police Grant	-	26,000	26,000	123,000	77,000
12	Criminal Investigation	-	980,000	980,000	1,009,000	1,028,000
13	Grant	-	(123,000)	(123,000)	-	(789,000)
14	Wireline Fees	-	367,000	367,000	364,000	360,000
15	Judicial Efficiency	-	117,000	117,000	113,000	110,000
16	Industrial	-	18,000	18,000	17,000	17,000
17	Intergovernmental	-	369,000	369,000	491,000	484,000
18	Government Access/CATV	-	436,000	436,000	571,000	532,000
19	Teen Court Program	-	44,000	44,000	40,000	38,000
20	Municipal Courts Technology	-	1,520,000	1,520,000	1,412,000	1,372,000
55	Municipal Court-Building Security Fees	-	1,313,000	1,313,000	1,244,000	1,226,000
56	911 Reserve Fund	-	8,228,000	8,228,000	7,121,000	6,868,000
57	State Library Grants	-	(30,000)	(30,000)	23,000	12,000
67	Disaster Relief	-	1,182,000	1,182,000	1,141,000	1,128,000
68	Animal Shelter Donations	-	171,000	171,000	125,000	118,000
73	Memorial Library	-	367,000	367,000	192,000	188,000
86	Juvenile Case Manager	-	159,000	159,000	136,000	125,000
87	Traffic Safety	-	1,143,000	1,143,000	665,000	625,000
88	Child Safety	-	975,000	975,000	679,000	821,000
		-	24,270,000	24,270,000	23,327,000	23,447,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	1,651,000	1,651,000	1,593,000	3,902,000
9	Technology Infrastructure	-	(114,000)	(114,000)	4,087,000	4,014,000
58	PC Replacement	-	1,843,000	1,843,000	1,568,000	1,628,000
61	Equipment Maintenance	-	(4,885,000)	(4,885,000)	(4,933,000)	(4,936,000)
62	Information Technology	-	3,926,000	3,926,000	69,000	1,131,000
63	Office Services	-	(360,000)	(360,000)	(237,000)	(290,000)
64	Warehouse	-	161,000	161,000	207,000	125,000
65	Property/Liability Loss	-	6,961,000	6,961,000	7,156,000	5,003,000
66	Technology Services	-	11,536,000	11,536,000	11,617,000	10,597,000
71	Equipment Replacement	-	11,508,000	11,508,000	11,371,000	11,835,000
78	Health Claims	-	6,976,000	6,976,000	27,113,000	25,471,000
79	Parkway Service Ctr. Expansion	-	(29,000)	(29,000)	(28,000)	(29,000)
		-	39,174,000	39,174,000	59,583,000	58,451,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	57,000	57,000	52,000	51,000
8	Library Training Lab	-	4,000	4,000	6,000	6,000
69	Collin County Seized Assets	-	270,000	270,000	295,000	311,000
74	Developers' Escrow	-	4,232,000	4,232,000	4,112,000	4,066,000
75	Plano Economic Development Trust	-	681,000	681,000	-	-
76	Economic Development	-	10,797,000	10,797,000	7,228,000	7,247,000
84	Rebate	-	1,020,000	1,020,000	1,152,000	1,138,000
		-	17,061,000	17,061,000	12,845,000	12,819,000
TOTAL		\$ 489,000	340,651,000	341,140,000	277,068,000	318,294,000
TRUST FUNDS						
		CASH	TRUST INVESTMENTS	TOTAL 7/31/08	TOTAL 10/01/07	TOTAL 7/31/07
42	Water & Sewer Reserve	-	-	-	-	-
72	Retirement Security Plan	-	70,008,000	70,008,000	70,007,000	58,403,000
91	115 Trust	-	23,720,000	23,720,000	-	-
TOTAL TRUST FUNDS		\$ -	93,728,000	93,728,000	70,007,000	58,403,000

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 July 31, 2008 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	12,833,000
Local Government Investment Pool	252,010,000
Federal Securities	31,373,000
Certificates of Deposit	43,000,000
Fair Value Adjustment	612,000
Interest Receivable	823,000
	<u>340,651,000</u>

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

Health Claims Fund	6 month Variance Favorable (Unfavorable)			3 month Variance Favorable (Unfavorable)			1 month Variance Favorable (Unfavorable)			Year to Date Variance Favorable (Unfavorable)		
	FY 07-08 Oct-March	FY 06-07 Oct-March		FY 07-08 April-June	FY 06-07 April-June		FY 07-08 July	FY 06-07 July		FY 07-08 Total	FY 06-07 Total	
Revenues												
Employees Health Ins. Contributions	\$ 1,400,000	\$ 1,145,000	255,000	\$ 758,000	\$ 585,000	173,000	\$ 251,000	\$ 197,000	54,000	\$ 2,409,000	\$ 1,927,000	482,000
Employers Health Ins. Contributions	9,660,000	9,945,000	(285,000)	4,655,000	5,187,000	(532,000)	1,553,000	1,749,000	(196,000)	15,868,000	16,881,000	(1,013,000)
Contributions for Retirees	354,000	275,000	79,000	195,000	151,000	44,000	60,000	50,000	10,000	609,000	476,000	133,000
Cobra Insurance Receipts	33,000	14,000	19,000	10,000	13,000	(3,000)	6,000	4,000	2,000	49,000	31,000	18,000
Retiree Insurance Receipts	233,000	205,000	28,000	121,000	102,000	19,000	38,000	35,000	3,000	392,000	342,000	50,000
Plano Housing Authority	-	19,000	(19,000)	-	-	-	-	-	-	-	19,000	(19,000)
Miscellaneous Revenue	-	-	-	-	69,000	(69,000)	-	-	-	-	69,000	(69,000)
Interest	719,000	572,000	147,000	111,000	263,000	(152,000)	23,000	111,000	(88,000)	853,000	946,000	(93,000)
Total Revenues	12,399,000	12,175,000	224,000	5,850,000	6,370,000	(520,000)	1,931,000	2,146,000	(215,000)	20,180,000	20,691,000	(511,000)
Expenses												
Insurance	702,000	715,000	13,000	349,000	352,000	3,000	117,000	118,000	1,000	1,168,000	1,185,000	17,000
Contracts- Professional Svc.	108,000	150,000	42,000	42,000	23,000	(19,000)	6,000	5,000	(1,000)	156,000	178,000	22,000
Contracts- Other	503,000	583,000	80,000	304,000	292,000	(12,000)	101,000	93,000	(8,000)	908,000	968,000	60,000
Health Claims Paid Reinsurance	(507,000)	(23,000)	484,000	(45,000)	(1,000)	44,000	(25,000)	(15,000)	10,000	(577,000)	(39,000)	538,000
Health Claims - Prescription	1,535,000	1,314,000	(221,000)	774,000	855,000	81,000	252,000	146,000	(106,000)	2,561,000	2,315,000	(246,000)
Health Claims Paid -JHC	6,552,000	5,638,000	(914,000)	3,833,000	2,617,000	(1,216,000)	1,761,000	1,033,000	(728,000)	12,146,000	9,288,000	(2,858,000)
Cobra Insurance Paid	3,000	2,000	(1,000)	-	1,000	1,000	-	-	-	3,000	3,000	-
Retiree Insurance Paid	59,000	56,000	(3,000)	21,000	32,000	11,000	7,000	10,000	3,000	87,000	98,000	11,000
Retiree Insurance Paid- Medicare	57,000	-	(57,000)	70,000	-	(70,000)	20,000	-	(20,000)	147,000	-	(147,000)
Plano Housing Authority	-	2,000	2,000	-	-	-	-	-	-	-	2,000	2,000
Total Expenses	9,012,000	8,437,000	(575,000)	5,348,000	4,171,000	(1,177,000)	2,239,000	1,390,000	(849,000)	16,599,000	13,998,000	(2,601,000)
Transfers Out												
Transfers Out	15,500,000	-	(15,500,000)	-	-	-	7,500,000	-	(7,500,000)	23,000,000	-	(23,000,000)
Net increase (decrease)	\$(12,113,000)	\$ 3,738,000	(15,851,000)	502,000	2,199,000	(1,697,000)	(7,808,000)	756,000	(8,564,000)	\$(19,419,000)	\$ 6,693,000	(26,112,000)
Health Claims Fund Balance - Cumulative	\$ 11,940,000	\$ 19,841,000	(7,901,000)	\$ 12,443,000	\$ 22,039,000	(9,596,000)	\$ 4,634,000	\$ 22,795,000	(18,161,000)			

ANALYSIS OF PROPERTY LIABILITY LOSS FUND THROUGH JULY 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	\$ 711,000	974,000	1,085,000
Net Judgments/Damages/Attorney Fees	818,000	630,000	587,000
Total Expenses	\$ 1,529,000	1,604,000	1,672,000

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JULY 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>	06/09 03/10	5,580	8,080	51	608	Engineering design has started.
<u>15th STREET – G Avenue to I Avenue</u>	02/07 08/08	100	2,005	1,865	191	All street pavement is done. Contractor is waiting for Oncor to remove power poles to complete the work. All lanes are open for traffic.
<u>15th STREET – G Avenue to US 75</u>	06/09 09/10	400	1,954	53	202	Engineering design has started.
<u>15th STREET AND MISCELLANEOUS DRAINAGE IMPROVEMENTS</u>	03/08 10/08	1,750	1,900	596	868	Construction is underway on the south side of 15th Street between Alma and US 75.
<u>ALMA – Spicewood to Rowlett Creek</u>	11/08 07/09	-	810	112	21	100% construction plans have been reviewed and returned to the engineer. The project should be ready for bidding this month.
<u>ALMA & PARKER DRAINAGE</u>	12/08 06/09	1,227	1,347	91	23	Design is proceeding. Second submittal plans were reviewed by City staff and returned to the consultant for correction.
<u>BAFFIN BAY AND MORTON VALE</u>	03/09 09/09	90	841	36	68	Design is underway. Preliminary plans have been received and are in review by City staff.
<u>CHAPARRAL – Avenue K to East City Limits</u>	01/09 08/09	997	2,212	131	108	Reviewed plans have been sent to consultant.
<u>COMMUNICATIONS Parker to Spring Creek Parkway</u>	11/08 07/09	2,550	2,745	318	17	Design proceeding. Final plans have been submitted and are being reviewed by City staff. Right of way activity is underway.
<u>COMMUNICATIONS Spring Creek to Tennyson</u>	06/09 06/10	2,440	3,710	173	74	Pre-final plans have been reviewed by City staff and returned to the consultant for correction. 404 Environmental issue being evaluated. Right of way negotiations underway.
<u>DALLAS NORTH TRUNK SEWER III– Pittman Creek to Custer</u>	06/07 09/08	-	2,040	1,504	59	Construction is complete, waiting for grass to be established.
<u>HAYFIELD, MORTON VALE, THUNDERBIRD & CLOVERHAVEN</u>	07/07 08/08	200	662	831	31	Processing change order to make final payment. Contractor replacing pavement on Cloverhaven.
<u>HEADQUARTERS – Preston to Parkwood</u>	03/08 09/08	700	1,072	520	259	Paving is 100%. Change order approved by City Council on July 28th. Work on irrigation and landscape in progress.
<u>INDEPENDENCE- MCDERMOTT TO SH 121</u>	11/08 07/09	1,500	1,600	83	18	100% plans have been reviewed by staff.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JULY 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>INTERSECTION IMPROVEMENTS 2004</u>	04/08 06/09	35	912	522	107	Coit at Legacy: ROW acquisition underway. Notice to Proceed with construction was issued April 25th. Utility adjustments are delaying construction start. Jupiter/Park/Parker/Independence: Design is proceeding. Final plans have been received and are in review by City staff. Right of way acquisition is underway.
<u>INTERSECTION IMPROVEMENTS – 2005</u>	07/07 08/08	405	1,038	450	552	All locations are complete and opened to traffic. Only minor items and grassing remain.
<u>INTERSECTION IMPROVEMENTS - JUPITER/PLANO PARKWAY</u>	08/08 03/09	550	873	211	659	City staff working with affected property owners. Project bid opened March 20th. Project awarded to McMahon Contracting, L.P. on the June 23rd City Council meeting. Contracts are signed.
<u>INTERSECTION IMPROVEMENTS – Preston and Legacy</u>	04/09 11/09	100	2,504	295	78	Schematic approved. MAPOs sent to TXDOT. Environmental Categorical Exclusion awaiting TxDot Austin approval. City staff, consultants and TxDOT met to discuss common signing. Engineering design is proceeding.
<u>INTERSECTION IMPROVEMENTS - PRESTON/PLANO PARKWAY</u>	01/10 09/10	31	2,190	172	118	Parsons Brinkerhoff submitted CATEX and design schematic to TxDot. TxDOT comments received for schematic and CATEX and are currently being done by the consultant before proceeding with plans design.
<u>JUPITER ELEVATED TANK REPAINT</u>	11/08 05/09	-	425	19	11	Bids were opened August 7th.
<u>MAPLESHADE LIFT STATION</u>	01/09 11/09	-	2,000	-	-	Design has started. Working on proposal to combine four lift stations into one lift station.
<u>MARSH LANE – Plano Parkway to Parker</u>	3/09 9/09	-	405	-	-	Negotiating engineering services with Wier & Associates.
<u>MCDERMOTT – Coit To Ohio</u>	01/09 11/09	3,155	4,086	366	8	100% plans have been reviewed by City staff and TxDOT McKinney. CADEX approved. All items have been submitted to TxDOT Austin for review. Opportunity for Public Hearing time period has closed with no request for a public hearing. We are proceeding with final plan completion and bid package submittal to TXDOT.
<u>P AVENUE, 18TH STREET & BELLE VIEW ADDITION</u>	03/09 12/09	130	985	140	53	Design is underway by R-Delta Engineers. Sidewalk survey has been completed. The City will not construct additional sidewalks. First plan submittal has been reviewed and returned to the engineer.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JULY 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>PARKER ROAD – K Ave. to Raton Lane</u>	07/07 06/09	2,792	4,420	2,156	2,155	Construction is underway. Roadway widening on the north side of Parker from K A venue to east of P Avenue is complete. Reconstruction on the south side is underway.
<u>PARKER ROAD ELEVATED TANK REPAINT</u>	11/07 08/08	800	885	436	37	All work is complete. Final payment made to the contractor.
<u>PARKWOOD BOULEVARD - Park Boulevard to Spring Creek Parkway</u>	01/08 12/08	4,100	5,300	978	3,250	Excavation and utilities are complete on the new pavement portion north of Windhaven. Paving of the new northbound lanes is 90% complete. Paving of the widening south of Windhaven has started.
<u>PLANO PARKWAY WIDENING - Midway to West City Limits</u>	12/08 09/09	100	1,200	98	30	Plano Parkway will be widened from four to six lanes and the intersection at Marsh Lane will be improved. The consultant's 2nd submittal has been reviewed and sent back for revisions.
<u>RAILROAD CROSSINGS –Quiet Zones</u>	09/08 12/08	-	1,197	770	482	Contracts are signed. Scheduling pre-construction meeting.
<u>RASOR BOULEVARD - Ohio to SH 121</u>	03/09 12/09	2,035	3,724	333	21	100% plans are being reviewed by staff. Project is being held for funding agreement.
<u>RIDGEVIEW – Independence to Coit</u>	01/09 09/09	1,800	2,080	114	26	Final plans have been reviewed and sent back for revisions. Irrigation plans have to be reviewed and added to plans.
<u>SH 121 WATER LINE – Spring Creek Parkway to Dallas North Tollway</u>	10/08 02/09	200	615	-	-	Bids were opened August 11th and are scheduled for August 25th Council award.
<u>SHILOH PUMP STATION</u>	11/09 08/10	80	1,680	143	9	Design has started. Project will be delayed until 2009.
<u>SPRING CREEK PARKWAY AT COIT ROAD INTERSECTION IMPROVEMENTS</u>	01/10 09/10	-	450	172	145	The schematic plan and environmental report are complete and have been submitted to TxDOT for review. TxDOT review comments for the environmental report have been received and revisions submitted to TxDOT. Schematic comments have been received from TxDOT and are being done by the consultant.
<u>SPRINGBROOK – Quill to Janwood</u>	11/08 05/09	1,225	1,381	153	16	Final plans have been submitted and are in review by City staff. Right of way acquisition is complete.
<u>US 75/PARKER ROAD INTERCHANGE</u>	08/08 10/09	5,000	6,250	1,893	2	Low bid was \$20,172,429. TxDOT will manage construction. Preconstruction meeting set for August 18th.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JULY 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>WATER REHAB - Ridgewood</u>	11/09 11/10	-	1,900	-	173	Engineering design contract was awarded July 9th and contract execution is underway.
<u>WINDHAVEN – Spring Creek Parkway to West City Limits</u>	03/10 03/11	300	4,060	197	275	TxDOT has reviewed the schematic and design report. Traffic study contract has been approved and work has started on the study.
<u>ANIMAL SHELTER EXPANSION</u>	01/09 10/09	1,000	3,755	371	167	Design underway. 95% drawings in review.
<u>ENVIRONMENTAL EDUCATION BUILDING</u>	11/08 11/09	-	1,400	1	24	Construction costs latest estimate \$2.1M. New estimate due by August 8th. Deductive alternates have been identified; reviewing alternate packaging.
<u>FIRE STATION 12/LOGISTICS FACILITY & Emergency Operations Center</u>	06/08 04/09	6,073	12,902	4,984	10,707	Under construction. Rough grade site work, foundations and paving complete.
<u>FIRE STATION 13</u>	10/08 09/09	2,000	4,256	224	149	Design is complete. Project on hold pending approval of additional funding.
<u>POLICE ACADEMY RANGE EXPANSION</u>	12/07 08/08	-	3,759	2,267	724	Construction is 90% complete. Completion expected end of August.
<u>OAK POINT MAINTENANCE FACILITY</u>	TBD	-	1,900	-	-	Design-builder selected. Contract being developed. Scope for pre-design meetings drafted and fee negotiated (\$11K); expect start in 2 - 3 weeks on initial design.
<u>AQUATIC CENTER & LIBERTY RECREATION CENTER RENOVATION</u>	09/08 03/09	-	150	-	-	Improvements include deck surfacing at Liberty pool and pool shell plastering at both pools. Contract was awarded at the July 28th Council meeting.
<u>BIKE ROUTE SYSTEM</u>	05/09 03/10	-	1,600	-	155	On-street bike route improvements include route signs, pavement markings and improvements where collector street routes intersect with major thoroughfares. Project partially funded by \$1,200,000 Federal grant. Design in progress,
<u>CHEYENNE & RUSSELL CREEK PARKS IMPROVEMENTS</u>	01/08 11/08	-	2,000	273	678	Construction of improvements, including irrigation system renovations, plaza renovation, loop trail, backstop/dugout renovations, bleacher shade, cricket pitch renovations and bleacher pads, is 75% complete.
<u>CHISHOLM TRAIL IMPROVEMENTS</u>	03/09 11/09	-	2,000	-	186	Design in progress for improvements, including restroom, directional signage, lighting, bridge improvements, erosion improvements and extension of trail on west side of Spring Creek under 15th Street to the mall ring road.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JULY 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>BLUEBONNET TRAIL EXTENSION (EAST)</u>	11/08 06/09	-	900	ALL PROJECTS COMBINED	ALL PROJECTS COMBINED	<p>BLUEBONNET TRAIL EXTENSION (EAST): Plans for construction of trail from Alma Road to U.S. 75 are complete. Bidding scheduled for late summer.</p> <p>BLUEBONNET TRAIL EXTENSION (WEST): Construction of trail from White Rock Creek to Shady Brook Trail (Midway Road) within Spring Creek Park way right of way is 25% complete.</p> <p>LEGACY GREENBELT ADDITION - NORTH: Construction of trail connection between Ohio Drive and Preston Road along White Rock Creek. Plans are complete.</p> <p>TRANSIT VILLAGE VELOWEB: Construction pending resolution of issues with an adjacent developer.</p> <p>SHADY BROOK TRAIL AT SPRING CREEK PARKWAY: Construction of trail between Midway Road and the west City limit to complete gaps in Shady Brook Trail is 85% complete.</p> <p>TRANSIT VILLAGE VELOWEB: A recreational trail and on -street bike route between DART 190 Station and DART Parker Road Station along the DART right of way will be partially funded by a Federal grant of \$1,200,000. Design and TxDOT reviews in progress. Project was delayed due to changes in route necessitated by DART decisions. City funding included in 2009 Bond Program.</p>
<u>BLUEBONNET TRAIL EXTENSION (WEST)</u>	04/08 01/09	-	1,669	237	1,352	
<u>LEGACY GREENBELT ADDITION-NORTH</u>	01/09 06/09	-	500			
<u>SHADY BROOK TRAIL AT SPRING CREEK PARKWAY</u>	02/08 08/08	-	450			
<u>TRANSIT VILLAGE VELOWEB</u>	10/09 05/10	-	1,500			
<u>CLEARVIEW PARK IMPROVEMENTS</u>	10/09 04/10	-	700	ALL PROJECTS COMBINED	ALL PROJECTS COMBINED	<p>CLEARVIEW PARK IMPROVEMENTS: New playground equipment, renovation of irrigation system, additional shade structure, sidewalk loop, drainage improvements, seating areas and tree planting are part of the neighborhood revitalization program (2009 Bonds).</p> <p>DOUGLAS NEIGHBORHOOD PARK: Improvements include playground, picnic shelter, irrigation, trees, sidewalks and parking (2009 Bonds).</p> <p>EVANS PARK: Addition of parallel parking, sidewalk, fence replacement and re-platting of the park are part of the neighborhood revitalization program (2009 Bonds).</p>
<u>DOUGLAS NEIGHBORHOOD PARK</u>	10/09 02/10	-	250	1	71	
<u>EVANS PARK</u>	10/09 02/10	-	200			
<u>LEGACY GREENBELT ADDITION</u>	01/09 09/09	-	2,500	13	121	Construction of trail along White Rock Creek from south of Tennyson Parkway to Preston Road, running through the Legacy area within easements provided by adjacent property owners. Acquisition of easements in progress. Design of improvements 50% complete.
<u>MEDIAN LANDSCAPING</u>	05/08 12/08	-	255	-	253	Trees and irrigation on Emerald Coast Drive, Parkwood Boulevard and Plano Parkway from K to Alma. Irrigation in progress. Construction 10% complete.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JULY 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>MEMORIAL PARK IMPROVEMENTS</u>	12/07 10/08	-	2,000	204	631	Park renovation and addition of a veterans' memorial with public art is 60% complete.
<u>OAK POINT PARK & NATURE PRESERVE, PHASE 3</u>	10/08 09/09	-	7,300	-	272	Trail connection from Woodruff Park to Jupiter Road, a large pavilion for group reservations, restrooms, parking, earth work and associated improvements are planned. Contract award scheduled for August 11th Council meeting.
<u>PARK & TRAIL IMPROVEMENTS</u>	06/08 12/08	-	250	PROJECTS COMBINED	PROJECTS COMBINED	PARK & TRAIL IMPROVEMENTS: Tree planting, irrigation renovations and sidewalk improvements at Arrowhead, Caddo, Hackberry and Westwood Parks is 5% complete. PARKWOOD GREEN, COYOTE CREEK AND SUNSET PARK - PARKING ADDITIONS: Trail addition at Coyote Creek is complete. Parking construction at Parkwood Green is 40% complete.
<u>PARKWOOD GREEN, COYOTE CREEK AND SUNSET PARK - Parking Additions</u>	04/08 08/08	-	255	58	366	
<u>PARK MAINTENANCE FACILITY</u>	10/08 10/09	-	1,900	-	-	Design/build contractor selected for construction of park maintenance facility in Oak Point Park near Fire Station 11. Phase 1 schematic design contracts being distributed for execution. Staff discussing Phase 2 design/build contract issues before proceeding with contract.
<u>2008 TRAIL IMPROVEMENTS</u>	10/08 04/09	-	1,235	-	42	Removal of older sections of hike and bike trails and replacement of same. Bids will open August 21st.
<u>2007/2008 RESIDENTIAL & ARTERIAL PAVEMENT UNDERSEALING & RAISING (Requirements Contract)</u>	12/07 10/08	-	1,660	128	744	Uretek USA completed 54 residential locations, using 33,050 lbs. of foam to raise and underseal 24,490 SF of street pavement (1.35 lbs./SF) and arterial work on Parker Road with 9,937 lbs. of foam to underseal 8900 SF of pavement (1.11lbs/SF). Contract will be renewed in October.
<u>2006 SANITARY SEWER REHAB REQUIREMENTS</u>	03/08 09/08	-	1,992	260	1,065	Miller continued Work Order 2R replacing laterals at residential alleys on Janice, Debbie and Judy. Crews will resume lining of the larger industrial lines along Dart Right of Way and on Summit Drive.
<u>2007/2008 SIDEWALK CONSTRUCTION</u>	12/08 04/09	-	316	-	-	Inventory is being conducted to identify locations to install concrete sidewalk at various locations in the City.
<u>SPLIT TRAIL DRIVE ASPHALT OVERLAY</u>	10/08 12/08	-	180	-	-	Plans and bid documents are being prepared for repair of the existing asphalt paving and overlay of Split Trail Drive from south of Spring Creek to K Avenue.

CURRENT CAPITAL IMPROVEMENT PROJECTS
STATUS REPORT
JULY 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>2007/2008 ARTERIAL AND RESIDENTIAL CONCRETE PAVEMENT REHABILITATION – Various Locations (Requirements Contract)</u>	09/08 11/08	-	382	ALL PROJECTS COMBINED 222	ALL PROJECTS COMBINED 1,527	2007/2008 ARTERIAL AND RESIDENTIAL CONCRETE PAVEMENT REHAB -VARIOUS LOCATIONS: Bids were opened July 7 th and bid awarded to Jim Bowman at the July 28 th Council meeting. Contract documents are being prepared.
<u>2007/2008 ARTERIAL CONCRETE PAVEMENT REHABILITATION – Legacy Drive</u>	05/08 10/08	-	650			2007/2008 ARTERIAL CONCRETE PAVEMENT REHAB -LEGACY: Jerusalem Corporation completed 2,182 SY of street pavement for a total of 7,237 SY. Change order is being processed to increase quantities in the contract to do repairs on Legacy between Independence and Preston. Contractor should start on this section by mid August.
<u>2007/2008 ARTERIAL CONCRETE PAVEMENT REHABILITATION – Park Boulevard – Alma to Shiloh</u>	09/09 01/09	-	540			2007/2008 ARTERIAL CONCRETE PAVEMENT REHAB-PARK BOULEVARD - ALMA TO SHILOH: Bids were opened July 7 th and awarded to Jim Bowman at the July 28 th Council meeting. Contract documents are being prepared.
<u>2007/2008 ARTERIAL CONCRETE PAVEMENT REHABILITATION – Parker Road, Pleasant Valley Trail, Country Place Drive</u>	07/08 02/09	-	818			2007/2008 ARTERIAL CONCRETE PAVEMENT REHAB-PARKER/PLEASANT VALLEY TRAIL/COUNTRY PLACE DR: Preconstruction meeting was held and the contractor will start repairs on Country Place in order to complete this part of the project before school starts.
<u>2007/2008 ARTERIAL CONCRETE PAVEMENT REHABILITATION – Plano Parkway</u>	02/08 07/08	-	444			2007/2008 ARTERIAL CONCRETE PAVEMENT REHAB-PLANO PARKWAY: Jim Bowman completed pavement repairs on Ohio between Old Shepard and Plano Parkway and on Plano Parkway between Ohio and Commerce. Buttoning and sealing also completed. A total of 5,991 square yards of pavement was repaired.

CURRENT CAPITAL IMPROVEMENT PROJECTS
 STATUS REPORT
 JULY 31, 2008

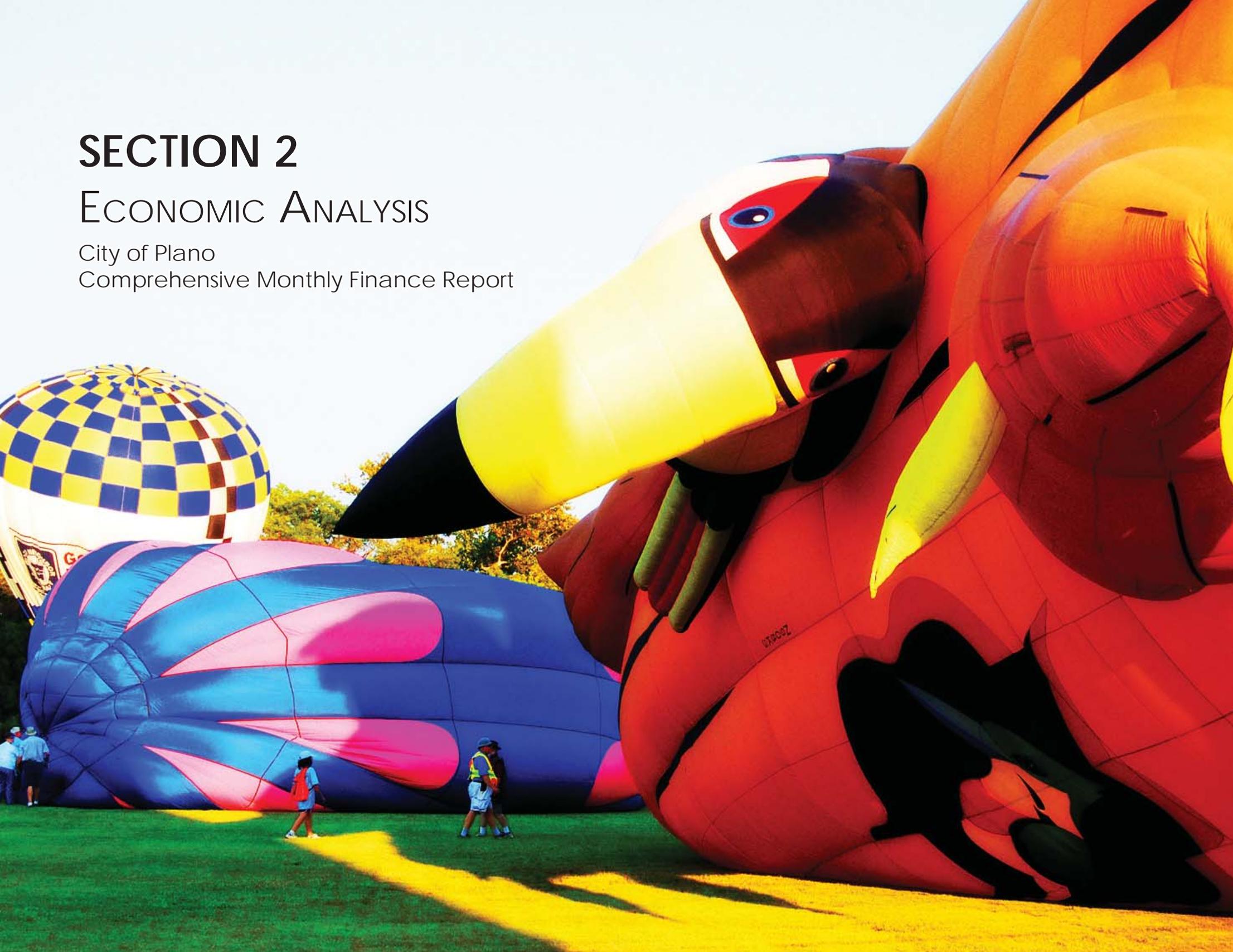
Project Description	Construction Start (Est.) Complete (Est.)	2007-08 Budget (thousands)	Total Project Budget (thousands)	Inception to Date Cost (thousands)	Encumbrances (thousands)	Comments:
<u>2006/2007 RESIDENTIAL CONCRETE PAVEMENT REHAB – Zones F3, F4, I6 & N2</u>	10/07 07/08	-	1,028	ALL PROJECTS COMBINED 421	ALL PROJECTS COMBINED 1,437	McMahon completed work in Zone F3. A total of 9,346 SY of street and 4, 510 SY of alley have been repaired on the project.
<u>2007/2008 RESIDENTIAL CONCRETE PAVEMENT REHAB – Zone I8</u>	05/08 09/08	-	626			Hencie repaired 797 SY of street paving and 1397 SY of alley repaired on the project to date. This zone is bounded by Legacy, Coit, Hedgcoxe and Independence.
<u>2007/2008 RESIDENTIAL CONCRETE PAVEMENT REHAB – Zone L5</u>	09/08 01/09	-	840			Bid documents were prepared and the project placed out to bid in early August. This residential area is bounded by Spring Creek, Alma, Parker and Custer.
<u>2007/2008 RESIDENTIAL CONCRETE PAVEMENT REHAB – Zone L7</u>	05/08 11/08	-	433			Jerusalem completed 5,429 SY of street pavement repairs in the project area. This residential area is bounded by Spring Creek, Alma, Legacy and Custer.
<u>2007/2008 RESIDENTIAL CONCRETE PAVEMENT REHAB – Zone Q3</u>	05/08 10/08	-	632			Jerusalem repaired 4,571 SY of street pavement by the end of the month. Zone Q3 covers the residential area bounded by 14 th , Los Rios, Rowlett Creek and Shiloh.
<u>2008 STADIUM & CUSTER PUMP STATION IRRIGATION</u>	06/08 08/08	-	119	-	119	Contractor completed most of the irrigation system installation at Stadium Pump Station with walk through scheduled for early August. On July 14 th the contractor was notified that we would not do the work at Custer Pump Station due to impending reconstruction of the water tanks

SECTION 2

ECONOMIC ANALYSIS

City of Plano

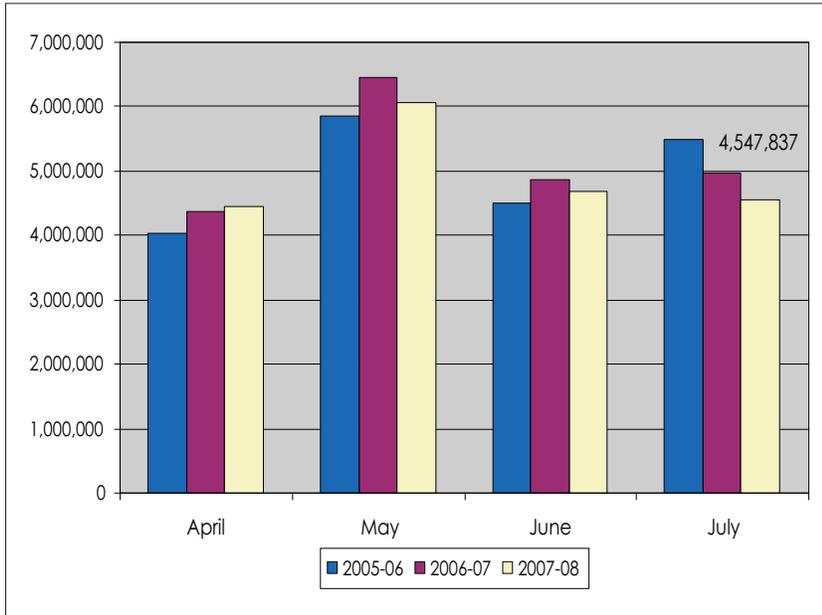
Comprehensive Monthly Finance Report



ECONOMIC ANALYSIS

Sales tax allocation of \$4,547,837 was remitted to the City of Plano in the month of July 2008. This amount represents a decrease of 8.37% compared to the amount received in July 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 May by businesses filing monthly returns, reported in June to the State, and received in July by the City of Plano.

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

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

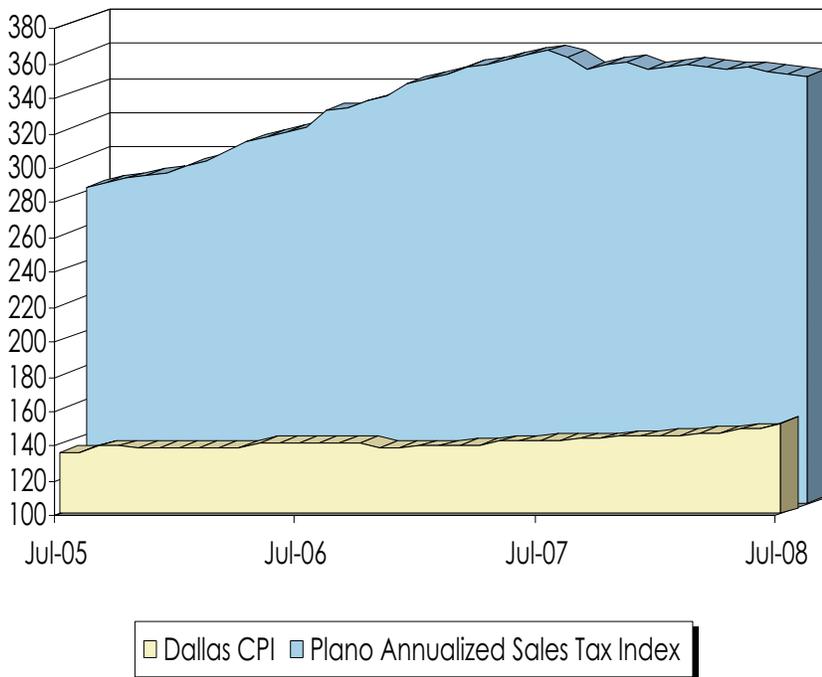
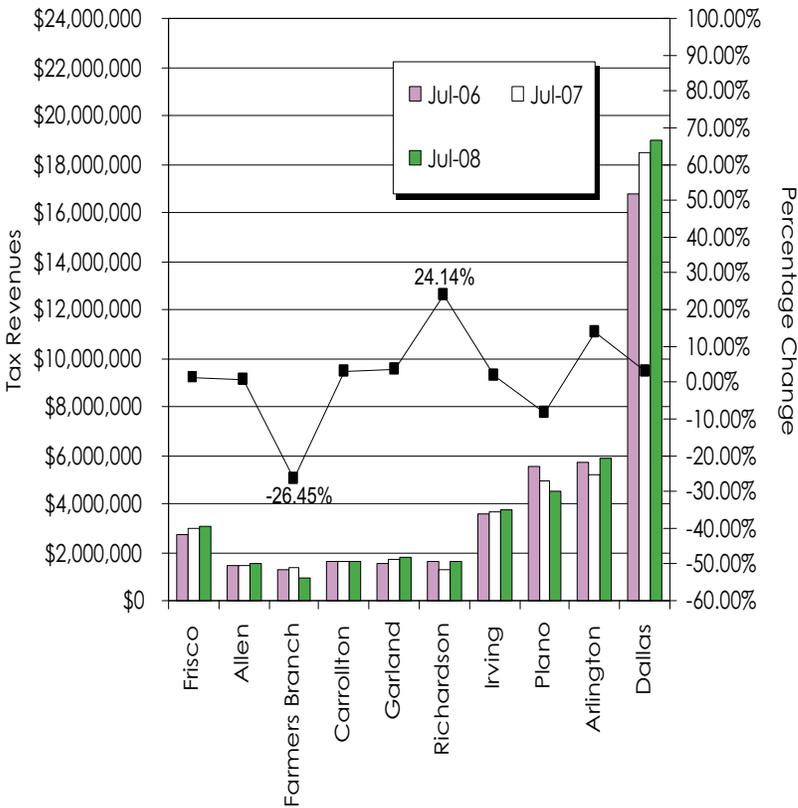


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For July 2008, the adjusted CPI was 206.41 and the Sales Tax Index was 345.43.

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

ECONOMIC ANALYSIS

Figure III shows sales tax allocations in the months of July 2006, July 2007 and July 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 cities

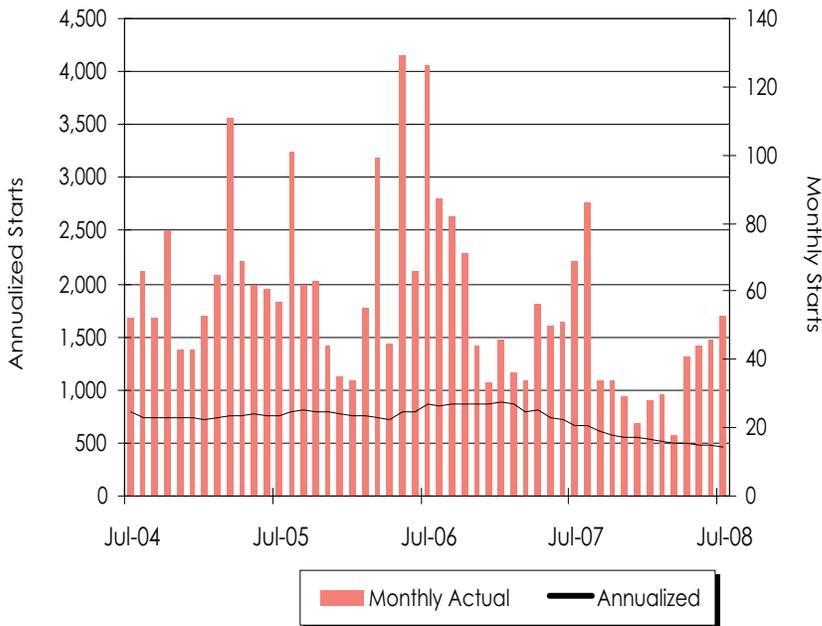


of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. In the month of July, the City of Plano received \$4,547,837 from this 1% tax.

The percentage change in sales tax allocations for the area cities, comparing July 2007 to July 2008, ranged from 24.14% for the City of Richardson to -26.45% for the City of Farmers Branch.

SINGLE FAMILY HOUSING STARTS

FIGURE IV



In July 2008, a total of 53 actual single-family housing permits, representing a value of \$11,708,608, were issued. This value represents a 1.05% decrease from the same period a year ago. Annualized single-family housing starts of 464 represent a value of \$100,321,779.

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

ECONOMIC ANALYSIS

YIELD CURVE

FIGURE V

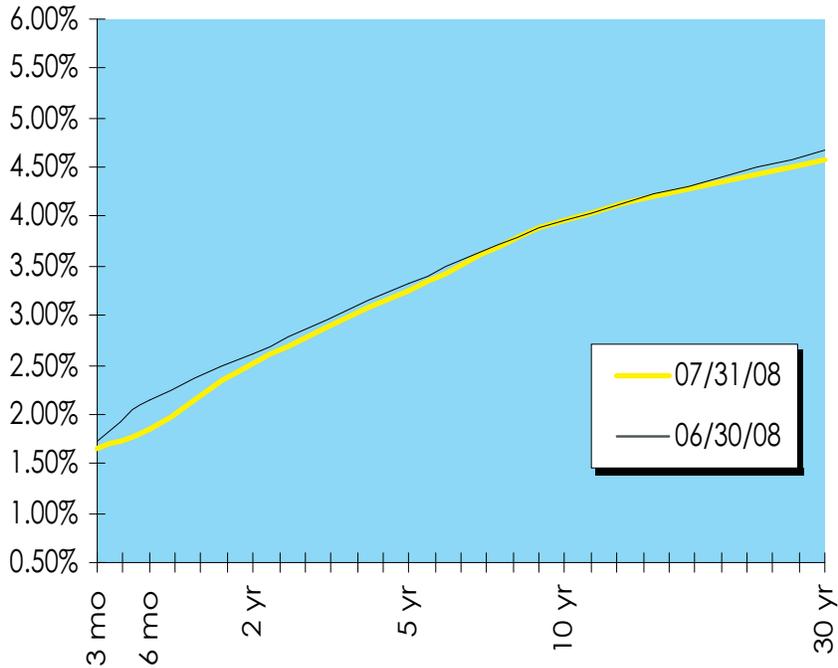


Figure V, left, shows the U.S. Treasury yield curve for July 31, 2008 in comparison to June 30, 2008. Of the reported treasury yields, all but the 3 year and 30 year yields increased in the month of June, with the greatest increase in reported rates occurring in the 30-year sector at +02 basis points.

UNEMPLOYMENT RATES

UNADJUSTED RATE COMPARISON

FIGURE VI*

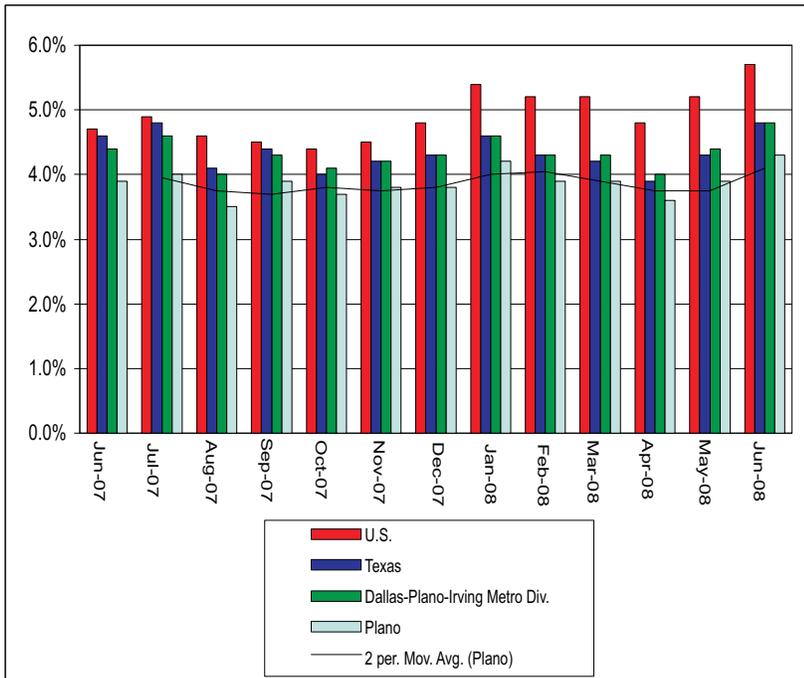


Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from June 2007 to June 2008.

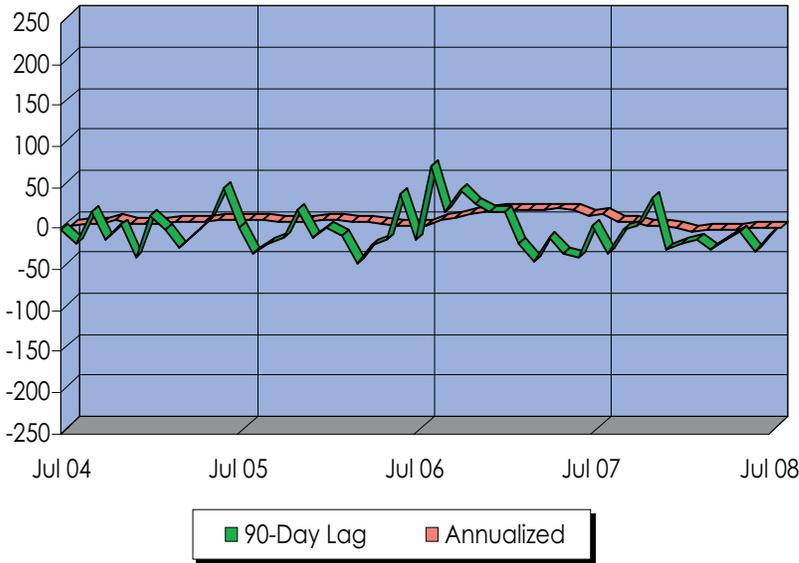
*Due to changes in labor force estimation methodology by the BLS and the TWC, sub-state unemployment rate data prior to January 2005 are no longer comparable with current estimates. As a result, statistically significant changes in the reported unemployment rates may have occurred.

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 -7 homes, meaning that in April 2008

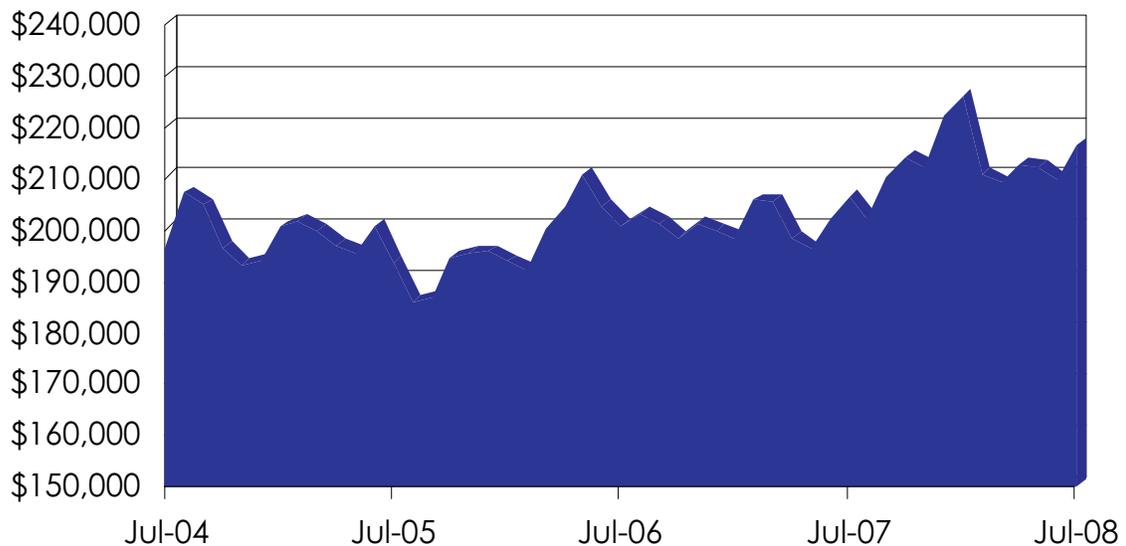
there were 7 less housing starts than new refuse customers in July 2008. The annualized rate is -12 which means there was an average of 12 fewer housing starts than new garbage customers per month over the past year.

HOUSING ABSORPTION
90-DAY LAG FROM PERMIT DATE
FIGURE VII



The annualized average declared construction value of new homes increased 4.83% to \$216,211 when compared to July 2007.

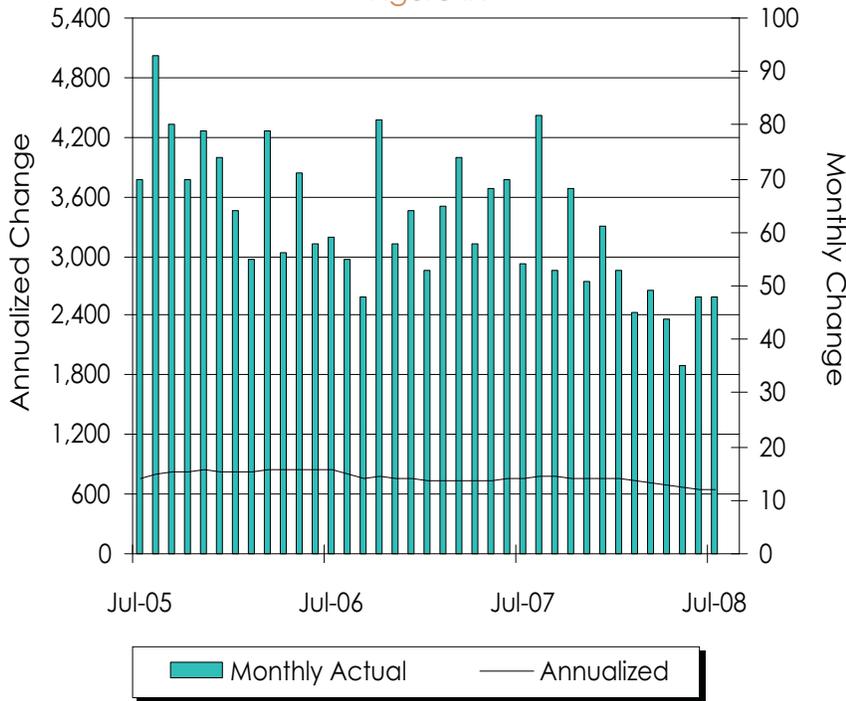
SINGLE-FAMILY NEW HOME VALUE
FIGURE VIII



ECONOMIC ANALYSIS

REFUSE COLLECTIONS ACCOUNTS NET GAINS/LOSSES

Figure IX

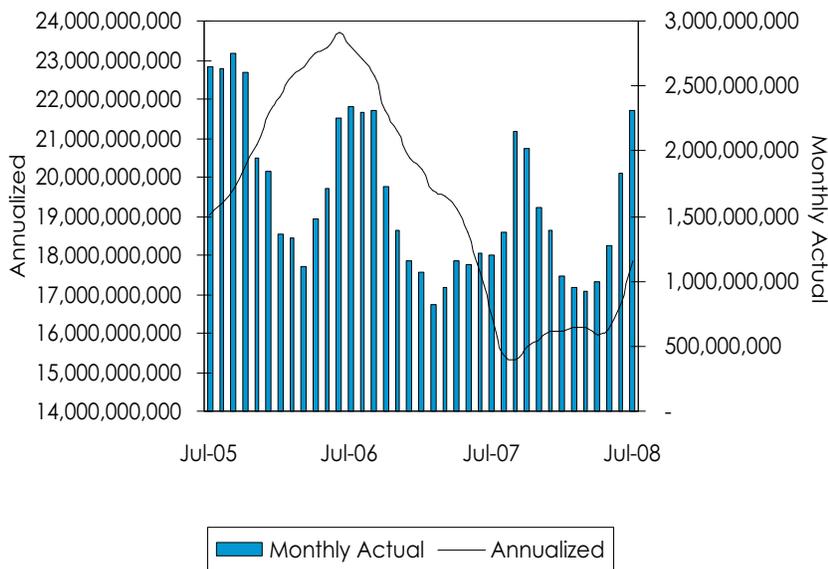


In July, net new refuse collection accounts totaled 48, in comparison to 54 new accounts in July of 2007. This change represents an 11.11% decrease on a year-to-year basis. Annualized new refuse accounts totaled 637, showing a decrease of 111, or a -14.84% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

LOCAL WATER CONSUMPTION (GALLONS)

FIGURE X



In July, the City of Plano pumped 3,237,534,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 2,315,495,690 gallons among 78,405 billed water accounts while billed sewer accounts numbered 74,699. The minimum daily water pumpage was 88,891,000 gallons, which occurred on Tuesday, July 1st. Maximum daily pumpage was 118,028,000 gallons and occurred on Monday, July 14th. This month's average daily pumpage was 104,437,000 gallons.

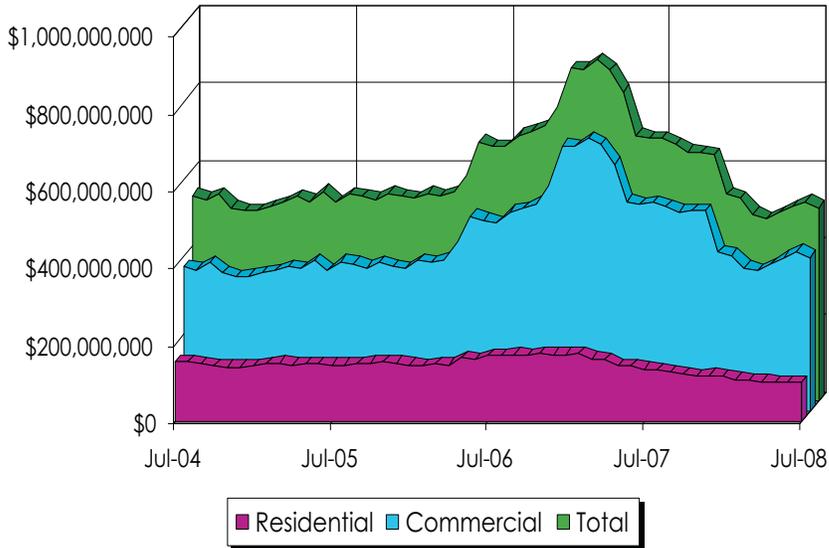
Figure X shows the monthly actual and annualized average for local water consumption.

ECONOMIC ANALYSIS

In July a total of 112 new construction permits were issued, for properties valued at \$36,693,356. This includes 46 single-family residences, 1 industrial 1 service station, 5 other, 20 commercial additions/alterations, 30 interior finish-outs, and 2 demolitions. There were 15 permits issued for pools/spas. The overall annualized

ANNUALIZED BUILDING PERMIT VALUES

FIGURE XI



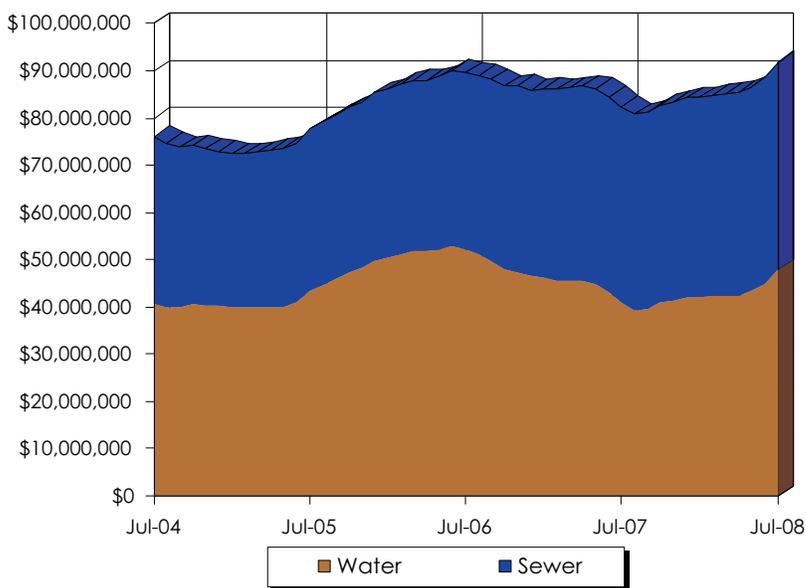
value was \$499,433,202, down 26.25% from the same period a year ago. The annualized value of new residential construction decreased to a value of \$100,321,779, down 26.19% from a year ago. The annualized value of new commercial construction decreased 26.27% to \$399,111,423.*

* 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 July were \$6,386,986 and \$3,861,254, representing an increase of 89.77% and 7.88% respectively, compared to July 2007 revenues. The aggregate water and

ANNUALIZED WATER & SEWER BILLINGS

FIGURE XII



sewer accounts netted \$10,248,241 for an increase of 47.56%.

July consumption brought annualized revenue of \$47,971,079 for water and \$43,897,981 for sewer, totaling \$91,869,059. This total represents an increase of 11.49% compared to last year's annualized revenue.

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

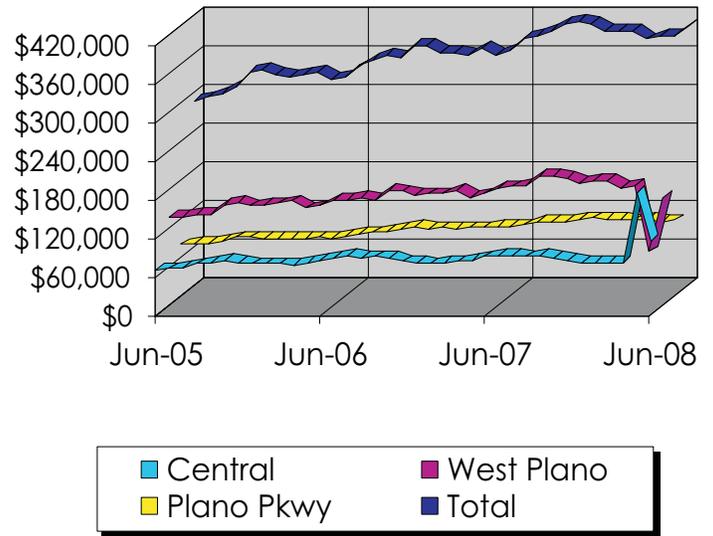
ECONOMIC ANALYSIS

June revenue from hotel/motel occupancy tax was \$407,893. This represents an increase of \$18,833 or 4.84% compared to June 2007. The average monthly revenue for the past six months (see graph) was \$402,580, an increase of 5.34% from the previous year's average. The six-month average for the Central area decreased to \$90,237, the West Plano average increased to \$195,629, and the Plano Pkwy average increased to \$116,714 from the prior year.

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

HOTEL/MOTEL OCCUPANCY TAX SIX MONTH TREND

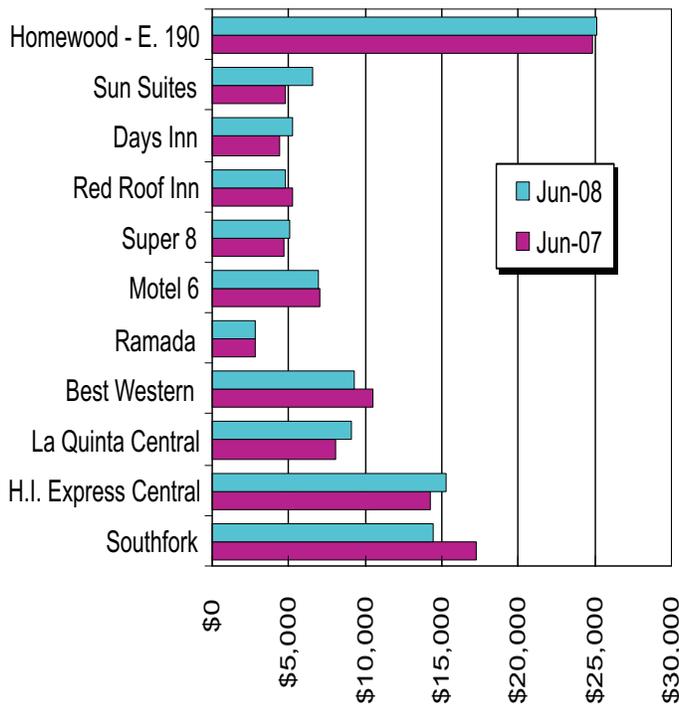
FIGURE XIII



Figures XIV, XV and XVI show the actual occupancy tax revenue received from each hotel/motel in Plano for June 2008 compared to the revenue received in June 2007.

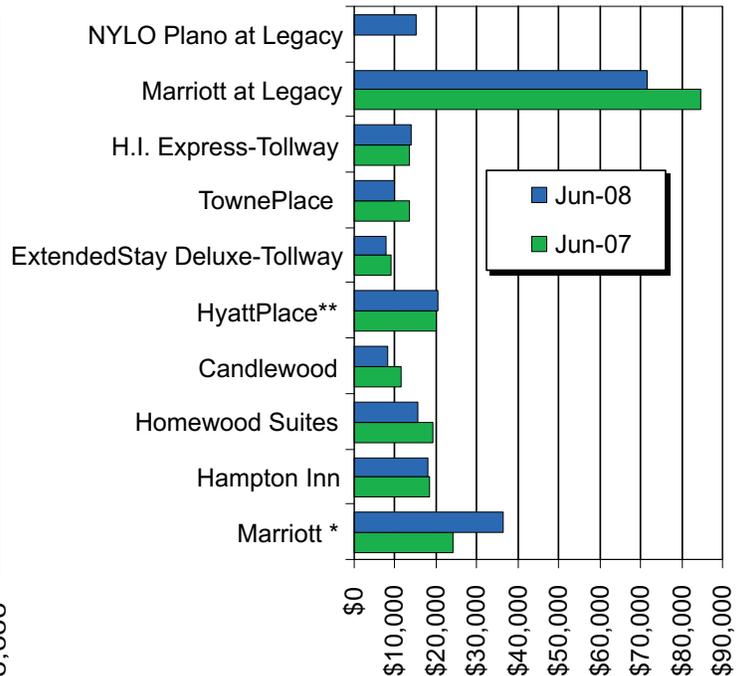
HOTEL/MOTEL OCCUPANCY TAX MONTHLY COMPARISON BY HOTEL - CENTRAL

FIGURE XIV



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

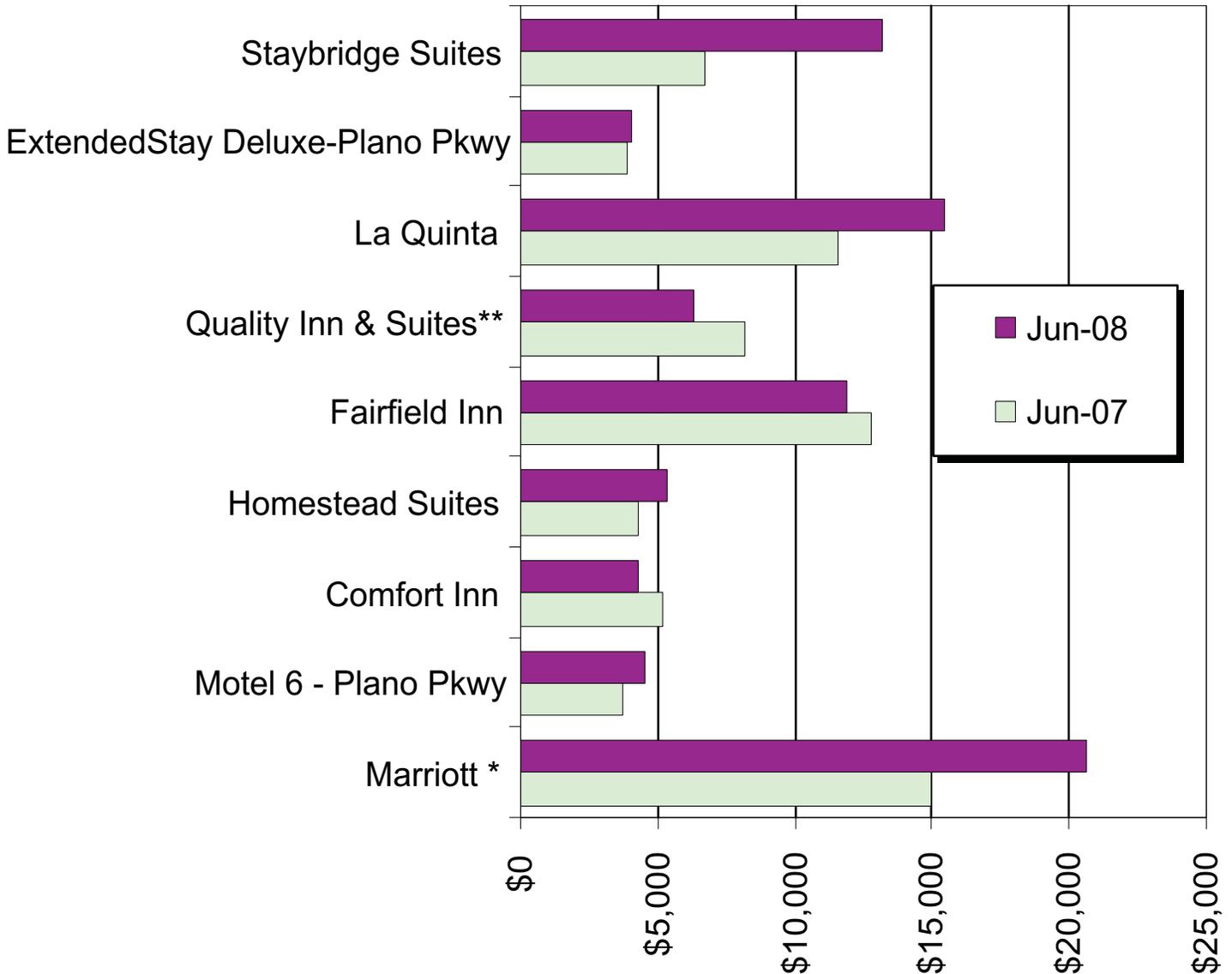
FIGURE XV



* 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)

ECONOMIC ANALYSIS

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



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

SECTION 3

INVESTMENT REPORT

City of Plano Comprehensive Monthly Finance Report

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



INVESTMENT REPORT

JULY, 2008

Earned income during July totaled \$715,275 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 increased throughout the month of July, starting at 2.62% and ending at 2.52%.

As of July 31, a total of \$331.1 million was invested in the Treasury Fund. Of this amount, \$77.35 million was General Obligation Bond Funds, \$5.95 million was Municipal Drainage Revenue Bond Funds, and \$247.80 million was in the remaining funds.

Metrics	Current Month Actual	Fiscal YTD	Prior Fiscal YTD	Prior Fiscal Year Total
Funds Invested ¹	\$ 20,450,000	\$ 110,200,000	\$ 203,481,000	\$ 219,706,000
Interest Received ²	\$ 715,275	\$ 10,424,972	\$ 10,038,230	\$ 12,660,107
Weighted Average Maturity (in days) ³	113			
Modified Duration ⁴	0.2202			
Average 2-Year T-Note Yield ⁵	2.55%			

* 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 2008 to 2007.

Month-to-Month Comparison

Metrics	Jun-08	Jul-08	Difference
Portfolio Holding Period Yield	2.80%	2.83%	0.03% (3 Basis Points)
Average 2-Year T-Note Yield	2.72%	2.55%	-0.17% (-17 Basis Points)

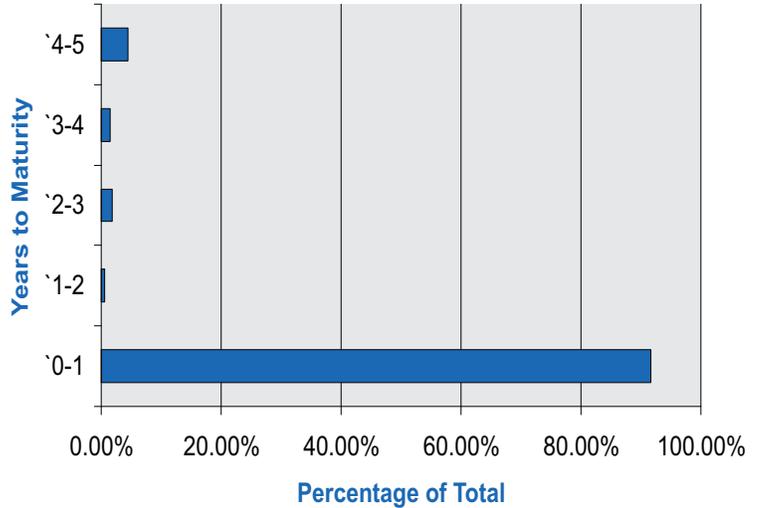
INVESTMENT REPORT

Portfolio Maturity Schedule

Figure I

Years to Maturity*	% Total	Face Value
0-1	91.70%	307,979,990
1-2	0.60%	2,000,000
2-3	1.80%	5,950,000
3-4	1.50%	5,000,000
4-5	4.40%	15,025,000
Total	100.00%	335,954,990

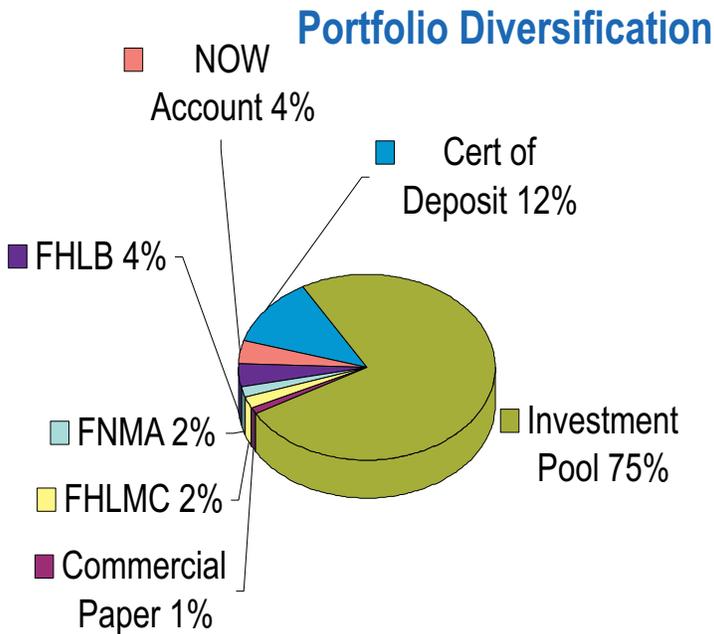
Portfolio Maturity Schedule



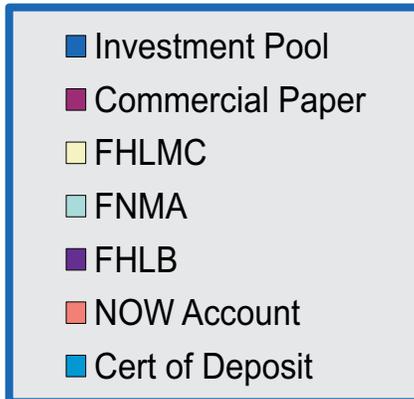
* Does not take into consideration callable issue that can, if called, significantly shorten the Weighted Average Maturity

Portfolio Diversification

Figure II



Type	Face Value	% Total
Investment Pool	252,009,887	75%
Commercial Paper	3,500,000	1%
FHLMC	8,000,000	2%
FNMA	6,000,000	2%
FHLB	13,975,000	4%
NOW Account	14,470,103	4%
Cert of Deposit	38,000,000	12%



INVESTMENT REPORT

Allocated Interest/Fund Balances July 2008

Fund	Allocated Interest		Fund Balances	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	110,244.00	1,715,142.43	49,038,809.16	14.81%
G. O. Debt Services	74,793.00	748,613.53	35,858,794.39	10.83%
Street & Drainage Improvements	9,912.00	94,325.39	4,742,010.76	1.43%
Sewer CIP	14,573.00	255,418.74	6,964,622.73	2.10%
Capital Reserve	82,697.00	1,262,986.12	39,529,599.20	11.94%
Water & Sewer Operating	(17,640.00)	(122,275.36)	(7,624,919.06)	-2.30%
Water & Sewer Debt Service	4,589.00	42,461.82	2,282,780.81	0.69%
W & S Impact Fees Clearing	6,501.00	94,687.92	3,153,028.82	0.95%
Park Service Area Fees	12,029.00	188,962.81	5,753,629.64	1.74%
Property/ Liability Loss	14,566.00	260,088.34	6,946,640.87	2.10%
Information Services	24,115.00	382,440.61	11,512,004.15	3.48%
Equipment Replacement	24,466.00	411,820.08	11,483,522.35	3.47%
Developer's Escrow	8,830.00	136,119.71	4,223,100.68	1.28%
G. O. Bond Funds	171,019.00	2,046,785.24	77,351,796.68	23.36%
Municipal Drainage Bond Clearing	12,792.00	168,688.03	5,953,912.72	1.80%
Other	161,789.00	2,577,213.79	73,937,743.24	22.33%
Total	715,275.00	10,263,479.20	331,107,077.14	100.00%

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

Portfolio Statistics

Month	Total Invested		# of Securities Purchased	Maturities/ Sold/Called	Weighted Ave. Mat. (Days)	# of Securities
	(End of Month)	Portfolio Yield				
February, 2007	\$ 327,903,076	4.54%	3	4	261	132
March, 2007	\$ 312,190,094	4.52%	6	7	259	131
April, 2007	\$ 308,567,825	4.50%	5	6	248	130
May, 2007	\$ 292,825,559	4.49%	8	7	259	131
June, 2007	\$ 328,244,921	4.68%	6	14	255	123
July, 2007	\$ 319,849,907	4.80%	4	18	305	109
August, 2007	\$ 314,475,970	4.81%	3	5	301	107
September, 2007	\$ 280,880,178	4.69%	4	13	352	98
October, 2007	\$ 271,859,396	4.65%	9	9	372	98
November, 2007	\$ 267,923,119	4.50%	0	13	336	85
December, 2007	\$ 297,081,403	4.38%	5	5	330	85
January, 2008	\$ 331,733,593	3.89%	0	7	271	78
February, 2008	\$ 355,395,292	3.74%	0	47	201	31
March, 2008	\$ 387,032,318	3.15%	2	6	185	27
April, 2008	\$ 381,330,126	2.74%	1	5	139	23
May, 2008	\$ 372,180,688	2.87%	3	1	154	25
June, 2008	\$ 364,394,409	2.80%	3	10	89	18
July, 2008	\$ 335,954,990	2.83%	5	4	114	19

INVESTMENT REPORT

Equity in Treasure Pool By Major Category

Figure IV

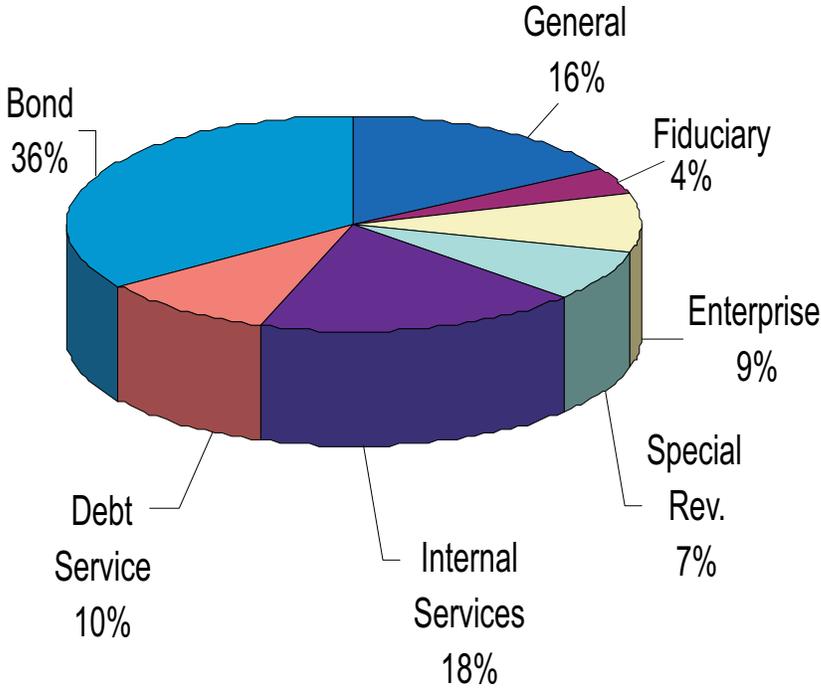


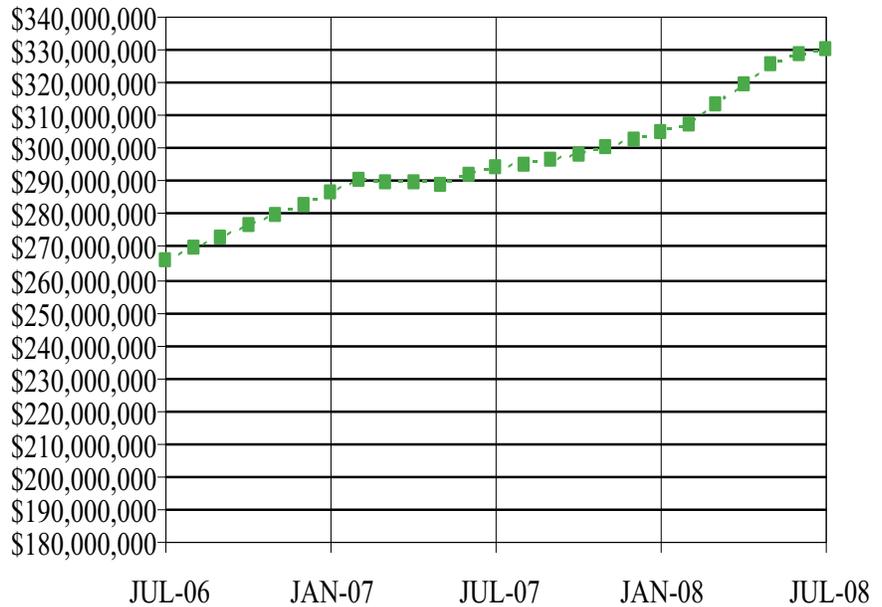
Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of July 31, 2008. The largest category is the Bond Funds in the amount of \$110.2 million. Closest behind is the Internal Services with a total of \$58.5 million and the General Funds with \$52.3 million..

General	16.43
Fiduciary	4.03
Enterprise	9.1
Special Rev.	7.37
Internal Services	18.36
Debt Service	10.09
Bond	34.62

Annualized Average Portfolio

Figure V

The annualized average portfolio for July 31, 2008 was \$335,954,990. This is an increase of \$42,041,426 when compared to the July 2007 average of \$293,913,564



SECTION 4

QUARTERLY HOTEL/MOTEL REPORT

City of Plano
Comprehensive Monthly Finance Report



HOTEL/MOTEL OCCUPANCY TAX REVENUE REPORT

Comparative Quarterly Statistics Quarter Ending 7/31/08 Table I

	2005-06	2006-07	2006-07	2006-07	2006-07	2007-08	2007-08	2007-08
	Fourth	First	Second	Third	Fourth	First	Second	Third
Quarterly Total (Actual)*	\$1,059,239	\$1,103,628	\$1,097,477	\$1,195,661	\$1,240,115	\$1,123,540	\$1,174,332	\$1,226,138
Number of Rooms	3,705	3,696	3,687	3,798	3,798	3,972	3,972	3,972
Average Daily Occupancy	2,597	2,542	2,427	2,656	2,569	2,410	2,352	2,607
Actual Revenue per Room	\$286	\$299	\$298	\$315	\$327	\$283	\$296	\$309
Annualized Revenue	\$4,096,776	\$4,201,479	\$4,311,118	\$4,456,005	\$4,636,881	\$4,656,793	\$4,733,648	\$4,764,124
Average Room Rate	\$82	\$87	\$89	\$87	\$92	\$90	\$93	\$89
Average Occupancy Rate	61.81%	60.55%	59.24%	63.09%	60.92%	56.08%	56.11%	62.64%

QUARTERLY HOTEL/MOTEL TAX REVENUE

Total tax receipts of \$1,226,138 were received in the quarter ending July 31, 2008. The number of rooms available in Plano remained static in the third quarter of fiscal year 2007-08. Occupancy tax revenues increased by 2.55% when compared to the third quarter of fiscal year 2006-2007.

Table I contains the actual quarterly occupancy tax revenue and data for the third quarter of fiscal year 2005-06 through the fourth quarter of fiscal year 2007-08.

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

Comparative Quarterly Statistics

Quarter Ending 7/31/08

Table II

First Quarter

	2005-06			2006-07			2007-08			2005-06			2006-07			2007-08		
		Percent Change		Percent Change		Percent Change		Percent Change		Percent Change		Percent Change		Percent Change		Percent Change		
Ramada	\$ 8,519	53.45%	\$ 5,782	-32.13%	\$ 7,616	31.73%	\$ 7,088	35.19%	\$ 6,025	-15.00%	\$ 6,937	15.12%						
Harvey House	\$ 42,482	35.35%	\$ 39,730	-6.48%	\$ 34,176	-13.98%	\$ 37,354	33.98%	\$ 43,503	16.46%	\$ 33,471	-23.06%						
H. I. Express Central	\$ 39,965	84.79%	\$ 41,893	4.82%	\$ 38,261	-8.67%	\$ 38,547	38.24%	\$ 46,368	20.29%	\$ 38,459	-17.06%						
La Quinta Central	\$ 22,623	43.15%	\$ 21,351	-5.63%	\$ 20,792	-2.62%	\$ 22,604	49.82%	\$ 19,825	-12.29%	\$ 22,046	11.21%						
Marriott	\$ 148,455	27.37%	\$ 182,845	23.16%	\$ 193,373	5.76%	\$ 154,062	21.37%	\$ 178,969	16.17%	\$ 165,378	-7.59%						
Motel 6	\$ 17,224	2.77%	\$ 17,342	0.69%	\$ 17,712	2.13%	\$ 16,059	2.89%	\$ 14,753	-8.13%	\$ 18,195	23.33%						
Motel 6 - Plano Pkwy	\$ 10,671	44.76%	\$ 12,381	16.03%	\$ 11,580	-6.47%	\$ 8,499	33.16%	\$ 11,642	36.98%	\$ 11,150	-4.23%						
H.I Express	\$ 12,328	31.91%	\$ 13,331	8.13%	\$ 16,431	23.25%	\$ 13,179	18.02%	\$ 11,554	-12.33%	\$ 14,195	22.86%						
Best Western	\$ 21,046	13.29%	\$ 19,901	-5.44%	\$ 23,110	16.13%	\$ 20,018	23.96%	\$ 22,719	13.50%	\$ 24,312	7.01%						
Super 8	\$ 10,596	43.93%	\$ 11,726	10.67%	\$ 14,016	19.53%	\$ 11,002	32.77%	\$ 10,787	-1.95%	\$ 12,843	19.06%						
Hampton Inn	\$ 41,095	38.59%	\$ 45,564	10.88%	\$ 45,800	0.52%	\$ 44,725	24.52%	\$ 52,106	16.50%	\$ 51,218	-1.70%						
Mainstay Suites	\$ 13,468	18.22%	\$ 11,054	-17.93%	\$ 10,218	-7.56%	\$ 15,413	36.51%	\$ 11,216	-27.23%	\$ 12,406	10.61%						
Red Roof Inn	\$ 14,323	13.66%	\$ 13,514	-5.65%	\$ 13,517	0.02%	\$ 9,923	-11.10%	\$ 14,463	45.74%	\$ 15,473	6.99%						
Days Inn	\$ 9,744	18.02%	\$ 9,282	-4.75%	\$ 9,136	-1.57%	\$ 8,985	23.58%	\$ 9,830	9.40%	\$ 10,918	11.07%						
Fairfield Inn	\$ 26,832	9.39%	\$ 35,550	32.49%	\$ 37,245	4.77%	\$ 31,762	24.55%	\$ 38,770	22.06%	\$ 39,259	1.26%						
Baymont Inn & Suites	\$ 4,416	42.89%	\$ 5,075	14.93%	\$ 19,004	274.50%	\$ 4,368	29.17%	\$ 13,307	204.62%	\$ 13,854	4.11%						
Homewood	\$ 34,448	13.06%	\$ 41,658	20.93%	\$ 43,671	4.83%	\$ 41,953	19.23%	\$ 45,285	7.94%	\$ 38,781	-14.36%						
La Quinta	\$ 39,131	27.19%	\$ 41,235	5.38%	\$ 35,572	-13.73%	\$ 41,272	23.35%	\$ 42,939	4.04%	\$ 36,865	-14.15%						
ESA - Plano Pkwy	\$ 6,929	-10.93%	\$ 7,832	13.04%	\$ 7,328	-6.44%	\$ 7,812	-14.59%	\$ 10,519	34.66%	\$ 9,300	-11.59%						
Hyatt Place	\$ 39,833	9.09%	\$ 38,780	-2.64%	\$ 63,717	64.30%	\$ 42,295	10.46%	\$ 47,204	11.61%	\$ 66,461	40.80%						
Candlewood	\$ 25,597	13.96%	\$ 24,799	-3.12%	\$ 31,795	28.21%	\$ 30,094	19.36%	\$ 34,652	15.15%	\$ 29,874	-13.79%						
Sun Suites	\$ 11,382	23.10%	\$ 13,333	17.14%	\$ 9,233	-30.75%	\$ 12,562	42.66%	\$ 12,583	0.16%	\$ 11,686	-7.13%						
ESA - Tollway	\$ 13,211	-27.23%	\$ 17,755	34.39%	\$ 18,798	5.88%	\$ 13,615	-3.61%	\$ 22,500	65.26%	\$ 21,316	-5.26%						
TownePlace Suites	\$ 27,925	36.39%	\$ 36,493	30.68%	\$ 35,251	-3.40%	\$ 32,938	54.43%	\$ 39,740	20.65%	\$ 36,023	-9.35%						
H.I Express Tollway	\$ 28,871	19.02%	\$ 33,048	14.47%	\$ 35,066	6.10%	\$ 32,161	22.73%	\$ 35,861	11.51%	\$ 36,124	0.73%						
Marriott at Legacy	\$ 280,708	55.48%	\$ 314,789	12.14%	\$ 240,694	-23.54%	\$ 239,670	17.50%	\$ 242,957	1.37%	\$ 254,537	4.77%						
Homewood - E. 190	\$ 47,099	79.93%	\$ 47,584	1.03%	\$ 58,743	23.45%	\$ 49,876	13.96%	\$ 57,401	15.09%	\$ 60,263	4.98%						
Staybridge Suites					\$ 30,318	n/a					\$ 36,395	n/a						
NYLO Plano at Legacy					\$ 1,367	n/a					\$ 46,594	n/a						
Quarter Total	\$ 998,924	33.78%	\$ 1,103,628	10.48%	\$ 1,123,540	1.80%	\$ 987,838	16.83%	\$ 1,097,477	11.10%	\$ 1,174,332	7.00%						
Y-T-D Revenues	\$ 998,924	33.78%	\$ 1,103,628	10.48%	\$ 1,123,540	1.80%	\$ 1,986,762	15.19%	\$ 2,201,105	10.79%	\$ 2,297,872	4.40%						

Third Quarter

	2005-06			2006-07			2007-08			2005-06			2006-07			2007-08		
		Percent Change		Percent Change		Percent Change												
Ramada	\$ 7,635	-0.06%	\$ 7,806	2.25%	\$ 8,289	6.19%	\$ 8,310	-16.15%	\$ 7,344	-11.62%	\$ -	0.00%						
Southfork	\$ 48,739	30.07%	\$ 50,076	2.74%	\$ 42,149	-15.83%	\$ 43,932	-2.37%	\$ 41,720	-5.03%	\$ -	0.00%						
H. I. Express Central	\$ 45,456	n/a	\$ 45,807	n/a	\$ 42,238	-7.79%	\$ 42,178	17.53%	\$ 36,698	-12.99%	\$ -	0.00%						
La Quinta Central	\$ 25,426	22.72%	\$ 20,132	-20.82%	\$ 25,843	28.37%	\$ 25,077	10.69%	\$ 23,195	-7.50%	\$ -	0.00%						
Marriott	\$ 140,463	13.39%	\$ 157,594	12.20%	\$ 179,477	13.89%	\$ 183,932	19.58%	\$ 181,147	-1.51%	\$ -	0.00%						
Motel 6	\$ 21,278	19.09%	\$ 19,623	-7.78%	\$ 21,007	7.06%	\$ 20,208	3.07%	\$ 18,907	-6.44%	\$ -	0.00%						
Motel 6 - Plano Pkwy	\$ 11,508	37.91%	\$ 12,811	11.32%	\$ 12,271	-4.21%	\$ 12,664	24.22%	\$ 13,784	8.84%	\$ -	0.00%						
Comford Inn	\$ 14,840	5.10%	\$ 15,905	7.18%	\$ 13,156	-17.29%	\$ 14,419	22.15%	\$ 15,534	7.73%	\$ -	0.00%						
Best Western	\$ 25,376	33.61%	\$ 28,295	11.50%	\$ 25,472	-9.98%	\$ 23,866	5.24%	\$ 26,565	11.31%	\$ -	0.00%						
Super 8	\$ 11,124	3.74%	\$ 12,831	15.35%	\$ 14,900	16.12%	\$ 13,725	10.17%	\$ 13,493	-1.69%	\$ -	0.00%						
Hampton Inn	\$ 50,974	29.55%	\$ 57,374	12.56%	\$ 51,076	-10.98%	\$ 47,645	14.69%	\$ 49,227	3.32%	\$ -	0.00%						
Homestead Suites	\$ 15,721	9.40%	\$ 12,693	-19.26%	\$ 13,762	8.42%	\$ 15,397	16.10%	\$ 13,872	-9.91%	\$ -	0.00%						
Red Roof Inn	\$ 13,813	1.26%	\$ 16,016	15.94%	\$ 13,457	-15.98%	\$ 12,293	-15.99%	\$ 10,801	-12.14%	\$ -	0.00%						
Days Inn	\$ 11,835	38.82%	\$ 11,644	-1.61%	\$ 13,746	18.06%	\$ 12,260	34.44%	\$ 10,607	-13.48%	\$ -	0.00%						
Fairfield Inn	\$ 35,679	24.38%	\$ 40,126	12.46%	\$ 37,276	-7.10%	\$ 33,890	21.68%	\$ 36,869	8.79%	\$ -	0.00%						
Baymont Inn & Suites	\$ 4,791	-4.03%	\$ 22,375	367.06%	\$ 15,336	-31.46%	\$ 3,201	-31.14%	\$ 16,411	412.67%	\$ -	0.00%						
Homewood Suites	\$ 44,144	13.29%	\$ 50,048	13.37%	\$ 44,784	-10.52%	\$ 43,522	5.11%	\$ 45,006	3.41%	\$ -	0.00%						
La Quinta	\$ 46,458	10.40%	\$ 36,407	-21.63%	\$ 31,383	-13.80%	\$ 45,567	13.84%	\$ 37,914	-16.79%	\$ -	0.00%						
ESA - Plano Pkwy	\$ 4,049	-53.48%	\$ 10,421	157.34%	\$ 9,438	-9.43%	\$ 8,076	-6.36%	\$ 8,905	10.27%	\$ -	0.00%						
Hyatt Place	\$ 32,760	-18.72%	\$ 58,353	78.12%	\$ 67,275	15.29%	\$ 26,047	-37.80%	\$ 59,934	130.10%	\$ -	0.00%						
Candlewood	\$ 29,925	32.35%	\$ 34,106	13.97%	\$ 28,009	-17.88%	\$ 27,934	6.02%	\$ 34,792	24.55%	\$ -	0.00%						
Sun Suites	\$ 14,012	22.43%	\$ 12,376	-11.68%	\$ 14,068	13.67%	\$ 14,536	12.74%	\$ 11,807	-18.77%	\$ -	0.00%						
ESA - Tollway	\$ 23,800	17.22%	\$ 26,921	13.11%	\$ 23,261	-13.59%	\$ 23,410	19.11%	\$ 24,943	6.55%	\$ -	0.00%						
TownePlace Suites	\$ 35,197	36.08%	\$ 41,117	16.82%	\$ 33,075	-19.56%	\$ 43,803	26.28%	\$ 36,017	-17.78%	\$ -	0.00%						
H.I Express Tollway	\$ 36,372	26.41%	\$ 41,907	15.22%	\$ 39,406	-5.97%	\$ 35,548	21.02%	\$ 36,950	3.94%	\$ -	0.00%						
Marriott at Legacy	\$ 243,679	20.60%	\$ 270,467	10.99%	\$ 247,598	-8.46%	\$ 231,066	15.01%	\$ 333,259	44.23%	\$ -	0.00%						
Homewood - E. 190	\$ 55,721	14.57%	\$ 62,683	12.49%	\$ 65,653	4.74%	\$ 46,736	2.97%	\$ 61,377	31.33%	\$ -	0.00%						
Staybridge Suites			\$ 19,749	n/a	\$ 34,370	74.03%			\$ 33,039	n/a	\$ -	0.00%						
NYLO Plano at Legacy					\$ 58,362	NA					\$ -	n/a						
Quarter Total	\$ 1,050,774	17.73%	\$ 1,195,661	13.79%	\$ 1,226,138	2.55%	\$ 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%	\$ 3,524,009	3.75%	\$ 4,096,776	13.68%	\$ 4,636,881	13.18%	\$ 3,524,009	-24.00%						

Fourth Quarter

* Fiscal Year Basis. 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.

Charitable Giving Campaign

Program Evaluation: Value to the City

Program History

- **United Way Campaign since before 1990s**
- **In 2006, a legal decision was made to extend the City's Charitable Giving Campaign to include organizations not under the United Way umbrella.**
- **An RFP went out, however, no response was generated as our campaign was too small to warrant a contract**
- **After the RFP, Community Health Charities Texas said it could be the City's campaign leader and open the campaign to various organizations**

Campaign Participation and Donation Statistics

- 2005 (as of 12/28/2005)
 - 322 Participants
 - \$62,989.32 total campaign dollars raised
- 2006 No Campaign
- Spring 2007 (19 pay periods)
 - 208 Participants
 - 144 payroll deduction, 64 one-time donations
 - \$33,808.38 total campaign dollars raised
- Fall 2008 (26 pay periods)
 - 178 participants (beginning number)
 - 142 payroll deduction, 36 one-time donations
 - \$42,238.16 total campaign dollars raised
- As of 8/26/08 8 persons have stopped contributing and 1, one-time donation did not clear.
 - Total Participation is now down to 169

Program Evaluation

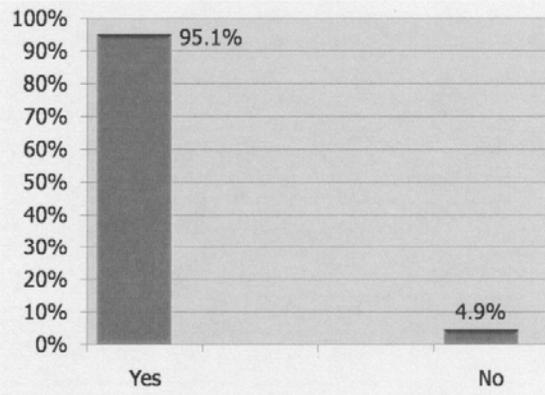
- A study was conducted to assess the value the Charitable Giving Campaign brings to City of Plano employees. The study assessed two areas: (1) if the expansion of the campaign influenced and enhanced the value of the campaign and (2) if the payroll deduction added value to the campaign. 174 surveys went out to employees who participated in the 2008 charitable giving campaign and 81 surveys were collected. The following analysis explains the outcome of the data collected.

Survey Questions

- **5 Survey questions were asked:**
 - Do you believe the decision to include more charitable organizations was a positive change?;
 - Did the expansion of the 2007 and 2008 Charitable Giving Campaign to include more charitable organizations contribute to your decision to donate?;
 - On a Scale from 1 to 5, how much does having a payroll deduction influence your decision to donate?;
 - If the City were to no longer offer a payroll deduction would you continue to give to a charitable organization?; and
 - Do you plan to participate in the 2009 Campaign?

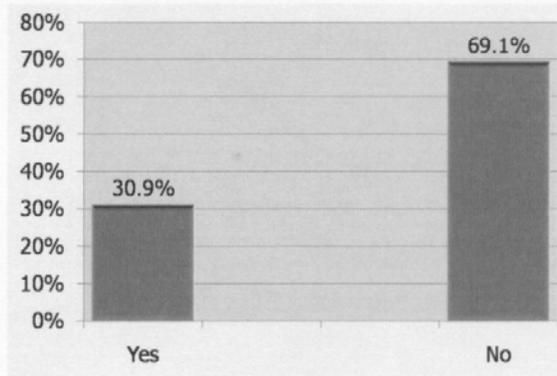
Results

- Do you believe the decision to include more charitable organizations was a positive change?



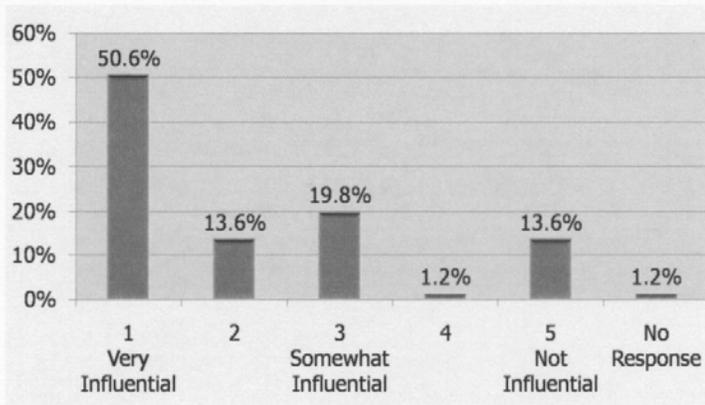
Results

- Did the expansion of the 2007 and 2008 charitable giving campaign to include more charitable organizations contribute to your decision to donate?



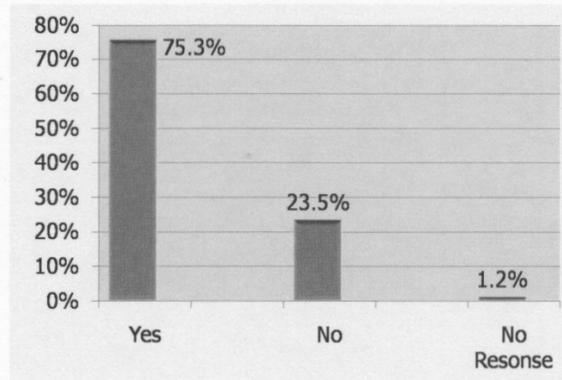
Results

- On a Scale from 1 to 5, how much does having a payroll deduction influence your decision to donate?



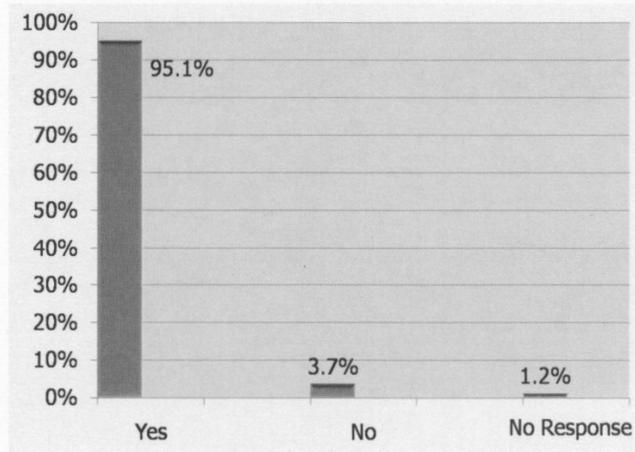
Results

- If the City were to no longer offer a payroll deduction would you continue to give to a charitable organization?



Results

- Do you plan to participate in the 2009 Campaign?



Interesting Findings

- When Cross Tabulated:

Influence of payroll deduction	Still Contribute if no Payroll Deduction		
	Yes	No	No Response
Very (1)	58.5%	39.0%	2.4%
2	100%	0%	-----
Somewhat (3)	81.3%	18.8%	-----
4	100%	0%	-----
Not (5)	100%	0%	-----

Interestingly, of those who said that the payroll deduction was very influential, 58.5% of those respondents said that he/she would still contribute to a charitable organization if the payroll deduction was not offered.

Recommendations

- **The statistics indicate that the contract with Community Health Charities that expires 12/31/2008 should not be renewed.**
- **The numbers also indicate that the payroll deduction, while beneficial, is of little value to employees as they would still contribute without it. Therefore, the administrative time spent implementing, coordinating, and maintaining the campaign does not appear to be a reasonable or efficient use of the City's time and resources.**

Discussion/Action Items for Future Council Agendas

2008

September 8

Comprehensive Monthly Financial Report

Adopt Operating Budget and Community Investment Program
Set and Adopt Tax Rate

September 11 – 9/11 Observance, FD 1, 8:35 a.m.

September 15 – City Council Retreat Follow-Up, TRA, 5 p.m.

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

September 22

Mobility Report
DART Report
Comprehensive Monthly Financial Report

October 4 - Plano International Festival, Haggard Park, 11 a.m. – 5 p.m.

October 7 – National Night Out, 6 – 9 p.m.

October 9

Fire Prevention Week Open House, All Plano Fire Stations, 6:30 – 8 p.m.

October 13

Board and Commission Appointments

October 27

Mobility Report
DART Report
Comprehensive Monthly Financial Report

Board and Commission Certificates of Appreciation
Board and Commission Oath of Office

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

2009



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	09/08/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i> 8/21/08	
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: Plano Balloon Festival - 2008				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	09/08/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	9/2/08
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: Food Safety Awareness Month - 2008				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

**PLANO CITY COUNCIL
SPECIAL CALLED MEETING
AUGUST 21, 2008**

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Sally Magnuson
Lee Dunlap

STAFF

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

Mayor Evans called the meeting to order at 5:02 p.m., Thursday, August 21, 2008, in the Council Chambers of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Jackson. The following matters were discussed.

Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 5.20 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26 Tax Code).

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

Nothing further was discussed. Mayor Evans adjourned the Preliminary Meeting at 5:04 p.m.

Pat Evans, Mayor

ATTEST

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
NEIGHBORHOOD ROUNDTABLE
DISTRICT FOUR
AUGUST 21, 2008**

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Sally Magnuson
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

The Plano City Council met informally at 7:15 p.m., Thursday, August 21, 2008, at Plano Sports Authority StarCenter, 6500 Preston Meadow, Plano, Texas. All Council Members were present with the exception of Council Member Jackson who arrived at 7:40 p.m.. Mayor Evans welcomed those in attendance and introduced Council and Staff.

FY 2008-2009 Budget Presentation/FY 2008-2009 Community Investment Program Presentation

Director of Budget and Research Rhodes spoke to the City's budget of \$399.8 million and effects of the economy. She spoke to expenditures for Public Safety (25%), Water and Sewer (24%), General Government (15%), Debt Service (11%), Parks and Recreation (9%), Libraries (3%) and Sustainability and Environmental Services (5%). Ms. Rhodes spoke to the deficit forecasted in March and reduction methods including elimination of vacant positions, new and existing fee increases, an increase in property values and departmental and transfer savings eliminating the deficit for 2008-09. Ms. Rhodes spoke to growth comprised of residential (19%) and commercial (81%) properties, reviewed exemptions and tax freezes, and spoke to the average home valued at \$251,733 paying \$953 in City taxes. Ms. Rhodes spoke to past gains in business-to-business sales tax, the City's ability to pay for bonds out of revenue and the current decline in sales tax revenues.

Ms. Rhode reviewed areas of the budget including \$6.1 for North Texas Municipal Water District (NTMWD) increases; \$5.2 million for economic development; an average 3% merit increase for non-civil service employees with 3% for civil service; CIP projects coming online from both the technical and general funds; and costs for health insurance, public safety, electricity, fuel and TMRS increases.

Ms. Rhodes spoke regarding notice received from the NTMWD that both water and sewer rates will be increasing due to increased fuel, electricity, chemical and capital costs. City Manager Muehlenbeck spoke to the system being based on the highest consumption and guaranteeing it would be available if needed. He spoke to the City paying the same level for water whether it is used or not and a change in this policy requiring a unanimous vote by all member cities. Ms. Rhodes spoke to an Environmental Waste Fee increase of \$1.25 per 95-gallon container tied to fuel costs. Sustainability and Environmental Services Director Nevil responded to a citizen, advising that revenue from recycling is \$800,000 and that discussions have been held to expand the range of products recycled.

Ms. Rhodes spoke regarding the Community Investment Program in the amount of \$118.9 million including streets (39%), parks (20%), capital reserve (13%), water and sewer (15%) and municipal drainage projects (9%). She reviewed key dates on the budget calendar.

Community Investment Projects – District 4/Street Repairs/Improvements/Resurfacing

City Engineer Upchurch spoke to current projects including alley reconstruction in Prairie Creek, screening walls in the Cloisters, and Riverbend Lakes dredging. He spoke to bids for drainage improvements at Parker Road/Alma Drive, screening on the north side of 15th Street, and intersection improvements. Mr. Upchurch spoke to future projects including replacement of street pavement on Westwood Drive, addressing creek erosion areas, replacement of water lines and pavement on Baffin Bay, and improvements at Coit Road/Spring Creek Parkway.

Mr. Upchurch responded to a citizen, advising that the Coit Road/Spring Creek intersection would utilize median left turns and spoke to direction from Council not to install overpasses. He spoke to the median left turns as the most efficient design and advised they could be retrofitted. Mr. Upchurch spoke to planning for screening walls along Park Boulevard, completion of sewer work including the sealing of manhole covers, the timetable for Parker Road east of K Avenue and impact on residents during dredging of lakes and drainage improvements.

Operations Manager Falls spoke regarding repairs in the district and to installation of uninterruptible traffic signals. He spoke to evaluation of the sanitary sewer system and use of school zone flashers. Mr. Falls advised that left turn signals are set based on the traffic flow and volumes.

Police Chief Rushin spoke regarding red light cameras, advising that there are currently 13 locations resulting in accident reduction and revenue for the Traffic Safety Fund after state payments. Mr. Neal responded to a citizen regarding the signals at Tulane Drive and Matterhorn Drive on Coit Road and advised that timing is set by safety measures. A citizen complimented the City on the creek drainage improvements along Chisholm Trail.

Arts of Collin County Update

ACC Commission President, Steve Matthews spoke to the vision of the Arts of Collin County to create an environment where all Collin County residents can share and enjoy in the full diversity and vitality of the arts and goals to create the finest regional arts center in America, establish an art park, create a community focus and a pedestrian environment. He spoke to the donation of 126 acres in 2005 with a value of \$22 million, the construction of Exchange Parkway and design changes. Mr. Matthews spoke to the Master Plan (Phase One) including a 2,100 seat multi-purpose hall, learning room, art gallery, multi-purpose classroom, meeting/event facilities, restaurants and *The Meadows* (event terrace, sculpture garden, creek walk and hike and bike trails). He spoke 12 acres reserved for commercial development anticipated on S.H. 121 and to offering a venue for school, community and road house groups, along with arts education and reviewed major donors to the project.

Mr. Matthews responded to a citizen advising that Phase One includes \$85 million in expenses and spoke to fundraisers to achieve sufficient monies to begin construction. He advised that this budget is only for the first phase of the project and spoke to the building utilizing green technologies. Mr. Matthews spoke to the failed votes in McKinney for participation and to Plano being bound to the project via an interlocal agreement. He spoke to the split of operations/maintenance proportionally among the cities based on population and to revenues supporting a portion of the operation costs. Mr. Matthews advised that the split of tax revenues gained on the commercial property would have be considered by the entities. Mayor Evans spoke to the use by school groups who currently do not have a venue.

Mayor Evans opened the floor for questions and Customer/Utility Services Director Israelson responded to a citizen, advising that if residential areas have not moved to Verizon Fios, they are using copper wires. Citizens commented on the need for recycling containers at public venues, issues of those from other cities utilizing DART parking, and in support of siren use by the Fire Department when responding to calls. Deputy Mayor Pro Tem LaRosiliere spoke to other cities contributing to DART in the future, expansion of the system and cooperation among entities. City Manager Muehlenbeck spoke to upcoming expansion of DART parking and issues of distinguishing between residents and non-residents since the program utilizes federal funding.

Deputy Mayor Pro Tem LaRosiliere responded to a citizen advising that his vision of the future is for Plano to remain vibrant through economic development and a revenue base with businesses helping to pay for services. He spoke to creating destination venues and the challenges of redevelopment, addressing aging areas, citizen ownership of their neighborhoods and creating a vibrant business community. Council Member Magnuson spoke to work on the infrastructure, businesses to help the tax base and open houses held by the Police and Fire Departments. She spoke to the “invisible” benefits of the City and the importance of comparing Plano to other communities.

Planning Director Jarrell responded to a citizen regarding pay-day loan establishments, the challenges in regulation and preparation of an inventory for Council review. Property Standards Director O'Banner spoke to addressing vegetation overgrowth in alleys and advised that Staff does not enforce deed restrictions of a homeowners' association which may be more strict but not more lax than those of the City. Mr. Neal responded to a citizen that the speed bumps installed on Mission Ridge Road were done so at the request of neighborhood residents.

Nothing further was discussed and the meeting was adjourned at 9:00 p.m.

Pat Evans, Mayor

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 25, 2008**

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Sally Magnuson
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 Preliminary Open Meeting to order at 5:03 p.m., Monday, August 25, 2008, in the Council Chambers of the Municipal Center, 1520 K Avenue where the following matters were discussed. All Council Members were present.

CPR – AED Training

Chief Esparza introduced Plano Fire Department EMS Medical Director Mark Gamber, DO, MPH and Professor of Surgery, Medicine Pediatrics, Public Health – Riggs Family Chair of Emergency Medicine at UT Southwestern Medical Center at Dallas Paul E. Pepe, MD, MPH. Mayor Evans, Council and Staff participated in CPR-AED Training.

Mayor Evans then stated at 5:46 p.m. that the Council would retire into Executive Session in Training Room A in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071 and to discuss 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. The remaining items were considered during the Regular Meeting.

Pat Evans, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL

August 25, 2008

COUNCIL MEMBERS

Pat Evans, Mayor
Jean Callison, Mayor Pro Tem
Harry LaRosiliere, Deputy Mayor Pro Tem
Pat Miner
Scott Johnson
Mabrie Jackson
Sally Magnuson
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, August 25, 2008 at 7:00 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Father Jason Cargo with St. Elizabeth Ann Seton Catholic Church.

The Pledge of Allegiance was led by Sr. Girl Scout Troop 2232.

Mayor Evans presented Special Recognition to Bruce Glasscock for his work in bringing a Federal Courthouse to Plano.

Mayor Evans administered an oath of office to incoming Self Sufficiency Committee member Valis Houston.

COMMENTS OF PUBLIC INTEREST

Pat Darby, representing the Assistance League of Collin County spoke regarding efforts of the organization and thanked Council for their support. She further invited the Council to attend an upcoming open house. Citizen of the City Dan Bridges spoke regarding dog attacks, issues of safety, marginalization of neighborhoods, and requested protection.

CONSENT AGENDA

Council Member Dunlap requested that Consent Agenda Items “E,” change order to Jim Bowman Construction Co., L.P., increasing the contract by \$33,134 for Water Crossings No. 1; and “F,” a change order to Jim Bowman Construction Co., L.P., increasing the contract by \$35,437 for Intersection Improvements – Spring Creek Parkway at K Avenue be removed for individual consideration due to a possible conflict of interest.

Upon a motion made by Deputy Mayor Pro Tem LaRosiliere and seconded by Council Member Miner, the Council voted 8-0 to approve and adopt all remaining items on the agenda as recommended and as follows:

Approval of Minutes [Consent Agenda Item (A)]

August 11, 2008

August 16, 2008

Approval of Expenditures

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

Bid No. 2008-199-B for S.H. 121 Water Line – Spring Creek Parkway to Dallas North Tollway to Metro-Plex Underground, LP., in the amount of \$475,553. [Consent Agenda Item (B)] (See Exhibit “A”)

Purchase from an Existing Contract

To authorize the purchase of Design/Build Services for an Addition to the Plano Centre in the amount of \$299,592 from Hisaw and Associates General Contractors, Inc. through The Interlocal Purchasing System (TIPS) contract, and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 1052507) [Consent Agenda Item (C)]

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

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

Adoption of Resolutions

Resolution No. 2008-8-6(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Texas Council of Governments providing terms and conditions for the funding of a RecycleBank Pilot Program; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (G)]

Resolution No. 2008-8-7(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas and the North Central Texas Council of Governments providing terms and conditions for funding to facilitate (Compost Fair Grant) long-term changes in attitudes about source reduction, reuse and recycling; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (H)]

Resolution No. 2008-8-8(R): To approve and authorize the refunds of property tax overpayments; and providing an effective date. [Consent Agenda Item (I)]

Resolution No. 2008-8-9(R): To authorize the purchase of software maintenance and system support as a sole-source procurement from Polaris Library Systems, exclusive suppliers of software maintenance for Polaris Software in the amount of \$64,025 for the Plano Public Library System, authorizing the City Manager to take such action and execute such documents as necessary to effectuate the purchase approved herein; and providing an effective date. [Consent Agenda Item (J)]

Resolution No. 2008-8-10(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano and Collin County, Texas, concerning major thoroughfare rehabilitation improvements on Plano Parkway, Legacy Drive, Parker Road, Pleasant Valley Drive and Park Boulevard; authorizing its execution by the City Manager and providing an effective date. [Consent Agenda Item (K)]

Resolution No. 2008-8-11(R): To review and approve the City's written Public Funds Investment Policy; and providing an effective date. [Consent Agenda Item (L)]

Adoption of Ordinances

Ordinance No. 2008-8-12: To amend Ordinance No. 98-4-7, codified as Section 16-19, Fees for Zoning, Rezoning and Other Miscellaneous Fees, of Article II, Fees Generally, of Chapter 16, Planning and Development, of the Code of Ordinances of the City of Plano; adding a flood study review fee; providing a severability clause, and an effective date. [Consent Agenda Item (M)]

END OF CONSENT

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

Approval of Change Order - To Jim Bowman Construction Co., L.P., increasing the contract by \$33,134 for Water Crossings No. 1, Change Order No. 1. (Original Bid No. 2007-166-B). [Consent Agenda Item (E)]

Approval of Change Order - To Jim Bowman Construction Co., L.P., increasing the contract by \$35,437 for Intersection Improvements – Spring Creek Parkway at K Avenue, Change Order No. 1. (2006-202-B) [Consent Agenda Item (F)]

Upon a motion made by Council Member Magnuson and seconded by Council Member Johnson, the Council voted 7-0 to approve change orders to Jim Bowman Construction Co., L.P., increasing the contract by \$33,134 for Water Crossings No. 1, (Original Bid No. 2007-166-B) and increasing the contract by \$35,437 for Intersection Improvements – Spring Creek Parkway at K Avenue, Change (2006-202-B)

Council Member Dunlap resumed his place at the bench.

Second Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 5.20 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). First Public Hearing Held 08/21/08 [Consent Agenda Item (1)]

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

Resolution No. 2008-8-13(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Phoenix Indemnity Insurance Company, an Arizona Property and Casualty Insurance Company; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (2)]

Interim Director of Finance Tacke spoke to the company occupying 16,814 square feet of office space, real property improvements in the amount of \$750,000 and business personal property in the amount of \$400,000. She advised they will receive \$35,000 for the first 70 jobs on the property by December 31, 2008 with additional job equivalents in later years and to maintaining these for the remainder of the term of the agreement.

Upon a motion made by Council Member Magnuson and seconded by Council Member Johnson, the Council voted 8-0 to approve the terms and conditions of an Economic Development Incentive Agreement by and between the City of Plano, Texas and Phoenix Indemnity Insurance Company, an Arizona Property and Casualty Insurance Company; authorizing its execution by the City Manager; and providing an effective date; and further to adopt Resolution No. 2008-8-13(R).

Public Hearing and adoption of Resolution No. 2008-8-14(R): To adopt the Stratford Estates Neighborhood Action Plan as proposed by the Stratford Estates Neighborhood Planning Team and approving its use by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development and provision of City services within the Stratford Estates Neighborhood; and providing an effective date. [Consent Agenda Item (3)]

Neighborhood Planner Coleman spoke to meetings held with residents to develop goals and objectives which offer specific courses of action and to anticipated expenses of implementation in the amount of \$59,995. She spoke to the location, history and makeup of the neighborhood, participation level and the name selected to recognize the two organized residential groups.

Resident Chris Hasek spoke regarding the vision, maintenance and beautification to improve the image of private and public property, and transportation to address issues of cut-through traffic by working with the Safe Streets Program and making Special Enforcement Requests to address isolated violations. Resident Bill Sherwood spoke to neighborhood safety, plans to participate in the crime watch program, development of a newsletter and possible additional lighting. He spoke to enriching community involvement through the creation of a neighborhood organization, a yahoo group, neighborhood-wide events, sign toppers and a web site. Resident Nathalie Propes spoke to diversity of the neighborhood and its continuing regeneration. She spoke to Rustic Park serving as a gathering place and anchor for the community and adding picnic tables, turf improvements and cleaning up. Ms. Propes spoke to working with a scout group on efforts, participation in the Adopt-a-Creek Program and waste pickup stations for pets. Ms. Coleman spoke to project costs, procedures of the Safe Streets Program, establishment of a crime watch group, signage and issues of lighting. She advised that sign toppers have been produced, turf improvements have started and pet waste stations installed. Ms. Coleman responded to Mayor Evans that efforts will continue to assess lighting and possible overgrowth of trees.

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

Upon a motion made by Council Member Magnuson and seconded by Council Member Dunlap, the Council voted 8-0 to adopt the Stratford Estates Neighborhood Action Plan as proposed by the Stratford Estates Neighborhood Planning Team and approving its use by the appropriate personnel and departments of the City of Plano for the purpose of guiding future development and provision of City services within the Stratford Estates Neighborhood; and providing an effective date; and further to adopt Resolution No. 2008-8-14(R).

Ordinance No. 2008-8-15: To repeal City of Plano Ordinance No. 84-8-24, codified as Division III, Article II, Historic Structures, of Chapter 20 of the Code of Ordinances of the City of Plano (Heritage Preservation Tax Exemption Program); and adopting new and amended provisions for historic structures for the City of Plano and providing a penalty clause, a repealer clause, a severability clause, a savings clause, and an effective date. [Consent Agenda Item (4)]

Long Range Planning Manager Zimmerman spoke to amendments applying current terminology and references, formalizing the appeal process and removing impractical procedures for calculating exemptions. He spoke to the intent of the program to promote continued reinvestment in historic properties; offset the cost of repair, maintenance and restoration; and verifying upkeep of properties through annual survey.

Mr. Zimmerman spoke to application of exemptions for properties that are individual or contributing and addressing a procedural issue where the current ordinance calls for a separation of the condition of the structure as it existed when approved for the program from the improvements made in later years and the difficulty in determining these figures. He spoke to this provision as being inconsistent with the objective of the program and its deletion through this amendment.

Upon a motion made by Council Member Magnuson and seconded by Council Member Miner, the Council voted 8-0 to repeal City of Plano Ordinance No. 84-8-24, codified as Division III, Article II, Historic Structures, of Chapter 20 of the Code of Ordinances of the City of Plano (Heritage Preservation Tax Exemption Program); and adopting new and amended provisions for historic structures for the City of Plano and providing a penalty clause, a repealer clause, a severability clause, a savings clause, and an effective date; and further to adopt Ordinance No. 2008-8-15.

Public Hearing and adoption of Ordinance No. 2008-8-16 as requested in Zoning Case 2008-63 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 595 so as to allow the additional use of Gymnastics/Dance Studio on 0.5± acre located on the southwest corner of 10th Street and N Avenue in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: T. Cappelli Properties, L.P. [Consent Agenda Item (5)]

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

Mayor Evans opened the Public Hearing. Matt Sturgis representing Envy Cheer Gymnastics and Dance Studio, spoke to the success of former students. No one else spoke either for or against the request. The Public Hearing was closed.

Upon a motion made by Council Member Miner and seconded by Council Member Jackson, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 595 so as to allow the additional use of Gymnastics/Dance Studio on 0.5± acre located on the southwest corner of 10th Street and N Avenue in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1 as requested in Zoning Case 2008-63 and as recommended by the Planning and Zoning Commission; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date and further to adopt Ordinance No. 2008-8-16.

The Council resumed discussion of the Preliminary Open Meeting.

Consideration and Action Resulting from Executive Session Discussion:

No items were brought forward for consideration.

City Council Appointments to Various Committees and Organizations

Mayor Evans advised regarding the following Council Liaisons to various communities and organizations.

- Designation of Official North Central Texas Council of Governments
- Voting Representative - Mayor Evans
- Regional Transportation Council – NCTCOG – Lee Dunlap and Mayor Evans (backup)
- TML & Other Legislative Action - Mayor Evans and other Council Members as appropriate
- North Texas Commission – Mabrie Jackson
- Memorial Day Committee – Lee Dunlap
- Metroplex Mayors Committee - Mayor Evans
- Collin County Mayors Committee – Mayor Evans
- Arts of Collin County Mayors Committee - Mayor Evans
- Economic Development Board - Mayor Evans and City Manager Muehlenbeck
- Dallas Regional Mobility Coalition - Mayor Evans
- Council of Governments - Texas Clean Air Steering Committee – Sally Magnuson
- Regional Committee on Child Predator Legislation – Mayor Pro Tem Jean Callison and Mabrie Jackson
- Fire Team USA – Sally Magnuson
- Board and Commission Review Committee – Mayor Pro Tem Jean Callison and Deputy Mayor Pro Tem Harry LaRosiliere
- Community Finance – Deputy Mayor Pro Tem Harry LaRosiliere and Scott Johnson
- Joint PISD/Council Committee – Mayor Pro Tem Jean Callison and Sally Magnuson
- Multi-Cultural Outreach Roundtable – Sally Magnuson and Pat Miner

Mobility Report

Transportation Engineer Neal spoke regarding driver awareness in school zones and coming back to Council with a series of parking restrictions. He advised that issues at Parkwood Boulevard and S.H. 121 have been resolved with TxDOT.

Median Left Turn Design Projects

Transportation Engineer Neal spoke to an earlier decision made by Council to proceed with at-grade improvements at several locations previous designated for overpasses. He spoke to traffic congestion, difficulty managing left-turn movements and the resultant stacking of traffic.

Mr. Neal spoke to the effectiveness of the medial left design (MLT) which, if not accepted, may be retrofitted to its conventional design. He advised that the MLT provides a high benefit-to-cost ratio, requires minimal right-of-way, includes minimal disruption to traffic during construction, provides a level of service "C" for 20 years, and enhances the access to adjacent properties. Mr. Neal spoke to anticipated failure of the current design in 2010 and responded to the Council regarding signage, acceptance across the country, educating users, and to implementing the design at Preston Road/Legacy Drive with revisions to Legacy Drive providing the most improvement.

Mr. Neal advised that the Texas U-turn would stay in place and spoke regarding some signalization for traffic to merge. City Engineer Upchurch spoke regarding the cost of \$2.3 million with TxDOT funding of 90% and the remainder coming from Collin County bonds. He spoke to the minimal cost for retrofitting and acquisition of right-of-way. Mr. Neal reviewed the timing for the intersections of Preston Road/Legacy Drive, Plano Parkway/Preston Road, and Spring Creek Parkway/Coit Road. He responded to Mayor Evans that this design provides improved air quality by reducing the stacking of vehicles and to Council Member Miner regarding the reactions of drivers in traffic congested areas. Mr. Miner spoke to receiving citizen input following implementation of the Preston Road/Legacy Drive intersection before proceeding to additional locations.

Citizen Phil Dyer complimented Staff and spoke to the flow at this intersection (Preston Road/Legacy Drive) as heavy during rush hour and with a good flow the remainder of the day. He spoke to adding a third lane southbound on Preston Road and following up with analysis to determine effectiveness before proceeding with the MLT. Mr. Neal spoke to the through lanes that will be added with the MLT and responded to Mayor Pro Tem Callison that volumes at this intersection are different than those seen at Preston Road/Park Boulevard which has additional lanes. Mr. Upchurch advised the Council that efforts are close to completion of the design that if a decision were made in a different direction, Staff would need to go back to TxDOT which might influence the schedule of funding. Mr. Upchurch spoke to input that will be received from citizens, normalization of flow and stated that if unsuccessful it could be retrofitted. Mr. Upchurch responded to the Council advising that this intersection is further along than others in the process so it would be addressed first and to the impact that will be seen through addition of the lane.

Council Member Jackson spoke to moving forward with the plan and the Council provided a consensus approval.

Wellness, Occupational Resource and Employee Clinic Briefing

Director of Health Collins spoke to the evolution of the wellness program, education provided, participation, early disease intervention and detection, successes in claims processing, and the cost of \$162,000. He spoke to the Occupational Resource Center's purpose to provide clinical services and claims administration for workers' compensation, a 52% reduction in medical costs and its underutilization.

Mr. Collins advised that the center is funded through April of 2009 and advised that start-up costs have already been recovered through savings. He spoke to the potential and benefits of an employee clinic providing acute minor pharmaceutical and medical needs, the cost of a Request for Information and exploration of a consortium. Mr. Collins responded to the Council, stating that programs can be better negotiated when offered in-house rather than through another party, to the number of employees living in close proximity to municipal center and to looking at employees first before expanding the program to include dependents.

Comprehensive Monthly Financial Report

This item was deferred.

Emergency Management Overview

Director of Emergency Management & Homeland Security Stovall provided information regarding the department's history and mission. He spoke to finalization of the City's Action Plan and updates to the Comprehensive Emergency Management Plan Hazard Mitigation Annex. Mr. Stovall spoke to cooperation with area, state, federal, private and volunteer sectors; work towards compliance with the National Incident Management System; website information; monitoring tools; drills and a secured \$3 million in grants. He spoke to goals to continue compliance activities, development of a multi-faceted emergency and disaster planning outreach program, completion of the facility, development of training for stakeholders, monitoring grants and ensuring consistent operational readiness in the City. Mr. Stovall spoke regarding past efforts, disaster recovery including assessment, assistance, housing and debris management and the commonalities between projects being communication, coordination and cooperation. He responded to the Council advising that all weather conditions are encompassed in the program and City Manager Muehlenbeck spoke to the excellent reputation of Mr. Shane in the region.

Katrina Update and State Reimbursement Funding

Executive Director Glasscock provided an overview of Katrina events including activation of the Emergency Operations Center, 3,548 evacuees registered, utilization of three faith-based shelters and over 700 apartments with a resultant \$67,656 in damages which were reimbursed. He spoke to auction income of \$1,492 for unused items, over \$200,000 in regular employee hours not reimbursed and \$5.1 million in approved expenses reimbursed by FEMA along with \$61,706 in administrative allowances for a net of \$24.07. Mr. Glasscock advised that only overtime for employees was reimbursed and recognized the efforts of Valerie Tidwell in the process.

Mr. Glasscock spoke to the unresolved issue at the state level related to the reimbursement of local jurisdictions to be pursued in 2009. He stated concern that there will be activation of emergency services with no presidential declaration and the uncertainty whether or not City expenditures would be reimbursed advising there is no statutory authority. Mr. Glasscock spoke to past legislation efforts and to making an effort to address the concern in 2009. He responded to Council Member Johnson that while there are no firm numbers regarding how many evacuees may have stayed in Plano or the state, that the school district reports less than 200 students in their system.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agenda

This item was considered during the Regular Meeting

Council Reports

No items were discussed.

There being no further discussion, Mayor Evans adjourned the meeting at 9:40 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 type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/8/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing	Initials	Date		
Department Head	Mike Ryan	Executive Director			
Dept Signature:	<i>Deane Palmer</i>	City Manager	<i>DM</i>	<i>8/29/08</i>	
Agenda Coordinator (include phone #): Samantha Nghiem-Thai (ext 7248)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER EXISTING CONTRACT					
CAPTION					
Award of proposal for Bid no. 2008-50-C for Senior Mobility Taxi Voucher Service to Irving Holding, Inc in the amount \$ 20,000					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	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 will establish an annual fixed price contract. Expenditures will be made in the Recreation Administration cost center within approved budget appropriations. The estimated annual amount is \$ 20,000 STRATEGIC PLAN GOAL: Senior Mobility Taxi Voucher program relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends the proposal of Irving Holding, Inc for the Senior Mobility Taxi Voucher Service in the amount of \$ 20,000 be accepted as the lowest responsive, responsible bidder upon timely execution of any necessary contract documents					
List of Supporting Documents: Memorandum		Other Departments, Boards, Commissions or Agencies			

Memorandum

To: Samantha Nghiem-Thai
Buyer
Purchasing Division

From: Colette Hall
Recreation Superintendent

Date: 8/28/08

Re: Recommendation Memo

Based on the bid evaluation for 2008-58-C (Bid No.) Senior Mobility Taxi Voucher (Bid Title). The Parks and Recreation Department has reviewed the bids received for Senior Citizen Taxi Services. Staff recommends the bid be awarded to Irving Holdings, Inc. (Vendor) as the lowest responsive, responsible bidder in the amount of \$20,000.

This will establish an annual fixed price contract for taxi services to help eligible senior citizens of Plano with travel throughout the city and to medical appointments in the surrounding cities.

Colette Hall
Recreation Superintendent

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/8/08		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Public Works Administration – David Falls		Initials	Date	
Department Head	Jimmy Foster	Executive Director			
Dept Signature:		City Manager			
Agenda Coordinator (include phone #):		Margie Stephens (x4104)			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
<i>Award/Rejection of Bids/Proposals, Bid No. 2008-205-B, 2007-08 Residential Concrete Pavement Rehabilitation Project, Zone L5 to Jerusalem Corporation in the amount of \$786,594.50.</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	TOTALS	
Budget	2,721,273	4,900,000	2,500,000	10,121,273	
Encumbered/Expended Amount	-2,721,273	-3,547,132	0	-6,268,405	
This Item	0	-786,595	0	-786,595	
BALANCE	0	566,273	2,500,000	3,066,273	
FUND(S): CAPITAL RESERVE					
COMMENTS: Funds are included in the 2007-08 Re-Estimated Capital Reserve. This item, in the amount of \$786,595, will leave a current year balance of \$566,273 for the Residential Street and Alley Replacement project. STRATEGIC PLAN GOAL: Residential street and alley repairs relate to the City's Goal of Safe, Efficient Travel.					
SUMMARY OF ITEM					
<p>Staff recommends the bid of Jerusalem Corporation in the amount of \$786,594.50 be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the repair of residential street and alley pavement in the area bounded by Alma Road on the east, Spring Creek Parkway on the north, Custer Road on the west and Parker Road on the south.</p> <p>Engineer's estimate for this project is \$840,000.00.</p>					
List of Supporting Documents: Bid Tabulation Location Map		Other Departments, Boards, Commissions or Agencies			

**CITY OF PLANO
 BID TABULATION
 2008-205-B
 2007-2008 RESIDENTIAL CONCRETE PAVEMENT REHAB PROJECT,
 ZONE L5
 PROJECT NO. 5936**

AUGUST 25, 2008 @ 3:00 PM

BIDDER:	BID BOND	TOTAL BID
Jerusalem Corporation	YES	\$ 786,594.50
Hencie International	YES	\$ 800,179.00
Jim Bowman Construction	YES	\$ 860,984.35
Ken-Do Contracting	YES	\$ 875,487.50
McMahon Contracting	YES	\$ 969,927.30
Santos Construction	YES	\$ 1,138,668.00
J & T Excavating	YES	\$ 1,182,846.50
Tri-Con Services Inc.	YES	\$ 1,454,875.50

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

Nancy Corwin

Nancy Corwin
 Buyer
 Purchasing Division

August 25, 2008

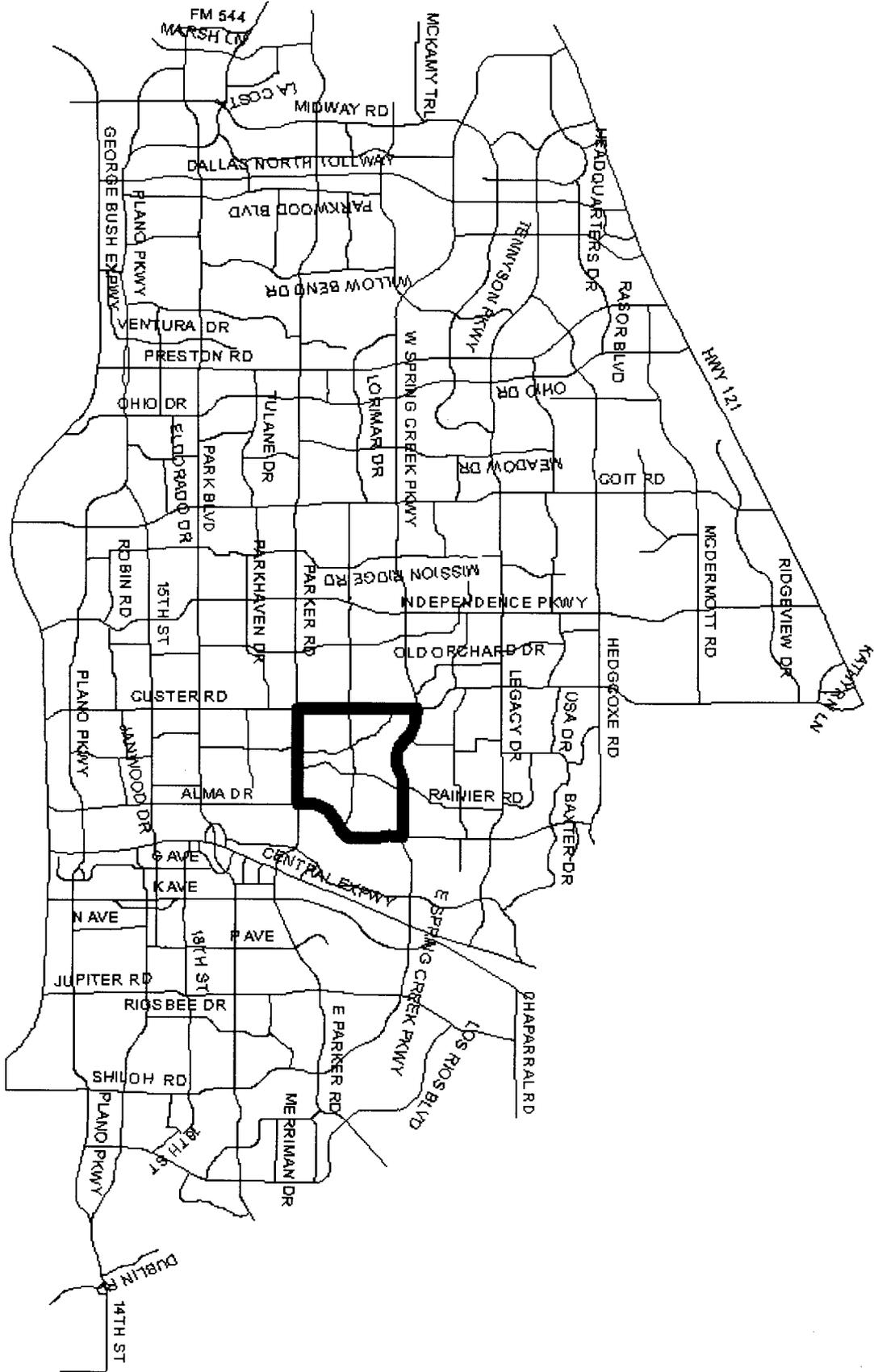
Date

“BID TABULATION STATEMENT”

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

PURCHASING DIVISION
 CITY OF PLANO TEXAS

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LOCATION MAP



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/18/08	Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager		Initials	Date
Department Head	Thomas H. Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>J. Jones</i>	<i>9/18/08</i>
Agenda Coordinator (include phone #):		Lynne Jones - 7109		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AMENDING RESOLUTION NO. 99-9-35(R) ESTABLISHING A PUBLIC ARTS COMMITTEE TO PROVIDE FOR MEETINGS ON AN AS-NEEDED BASIS; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This resolution provides for meetings on an as-needed basis for the Public Arts Committee				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AMENDING RESOLUTION NO. 99-9-35(R) ESTABLISHING A PUBLIC ARTS COMMITTEE TO PROVIDE FOR MEETINGS ON AN AS-NEEDED BASIS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council established a Public Arts Committee by Resolution No. 99-9-35(R) passed by the City Council on September 27, 1999 establishing the purpose and responsibilities of the Committee; and

WHEREAS, Section III - Duties of Resolution No. 99-9-35(R) set forth duties of the Public Art Committee; and

WHEREAS, the City Council finds that Section III – Duties of Resolution No. 99-9-35(R) should be amended to provide for meetings of the Committee on an as-needed basis.

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

Section I. Section III - Duties of Resolution No. 99-9-35(R) is hereby amended to read in its entirety as follows:

“Section III – Duties

The Committee shall have the following duties:

- A. The Committee shall make recommendations to the City Council for any rules and regulations necessary to fulfill its purpose.
- B. The Committee shall make recommendations to the City Council on any funding sources, donations, loans of public art, including project development and sites for implementation of any public art programs.
- C. The Committee shall serve as a liaison to the Plano Arts Council on projects related to the acquisition of public art.
- D. The Committee shall perform other duties as assigned by the City Council.

The Committee shall hold meetings as needed for the conduct of its business and shall establish rules and regulations for the performance of its duties.”

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Section II. This Resolution shall become effective on October 31, 2008.

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

C



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/8/08	Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager	Initials	Date	
Department Head	Thomas H. Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>DM</i>	<i>9/8/08</i>
Agenda Coordinator (include phone #):		Diane Zucco		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A RESOLUTION OF THE PLANO CITY COUNCIL SUPPORTING THE DISCONTINUATION OF THE DIVERSION OF TRANSPORTATION USER REVENUES TO NON-TRANSPORTATION USES AND THE APPROPRIATION OF ALL REVENUE GENERATED FROM HIGHWAY USER FEES AND TAXES TO FUND TRANSPORTATION PROJECTS.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

RESOLUTION NO. _____

A RESOLUTION OF THE PLANO CITY COUNCIL SUPPORTING THE DISCONTINUATION OF THE DIVERSION OF TRANSPORTATION USER REVENUES TO NON-TRANSPORTATION USES AND THE APPROPRIATION OF ALL REVENUE GENERATED FROM HIGHWAY USER FEES AND TAXES TO FUND TRANSPORTATION PROJECTS.

WHEREAS, the Texas Transportation Institute estimates that Americans spend 38 additional hours in travel time annually due to inadequate and undersized infrastructure; and

WHEREAS, the additional congestions wasted 2.9 billion gallons of fuel and cost over \$78 billion in time and fuel; and

WHEREAS, the additional 38 hours in congestion equates to almost five vacation days that would be better spent with friends and family, an increase from 14 hours wasted in 1982; and

WHEREAS, maintaining aging highway infrastructure throughout Texas and expanding the highway system for statewide connectivity and maintaining urban mobility requires far greater investment in transportation infrastructure than is possible with current transportation revenues; and

WHEREAS, it is estimated that over \$14 billion dollars has been diverted from State Highway Fund 006 revenues since 1986; funds that are badly needed for infrastructure improvements to address infrastructure needs throughout the State of Texas; and

WHEREAS, because the quality of life for Texans today and in the future will not be measured by an increase number of hours in congestion, it is no longer sound public policy to divert existing transportation revenues to non-transportation uses.

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

The City of Plano, Texas supports discontinuation of the diversion of transportation revenues to non-transportation sources and the appropriation of all revenues from highway user fees and taxes to fund transportation.

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

**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 09/08/08		Reviewed by Legal <i>ws</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	HEALTH	Initialed	Date	
Department Head	BRIAN COLLINS	Executive Director	8-13-08	
Dept Signature:	<i>[Signature]</i>	City Manager	8/14/08	
Agenda Coordinator (include phone #):		DORIS CALLAWAY, EXT. 7494		

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 APPOINTMENT OF THE HEALTH AUTHORITY FOR THE CITY OF PLANO IN ACCORDANCE WITH SECTION 121.033 OF THE TEXAS HEALTH AND SAFETY CODE; AND APPROVING THE AGREEMENT BETWEEN THE CITY OF PLANO AND ALLAN R. DEVILLENEUVE, M.D. FOR PROFESSIONAL SERVICES; 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

To approve the health department director's appointment of Dr. Allan R. deVilleneuve as the City's Health Authority and the professional services agreement with Dr. Allan R. deVilleneuve.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE APPOINTMENT OF THE HEALTH AUTHORITY FOR THE CITY OF PLANO IN ACCORDANCE WITH SECTION 121.033 OF THE TEXAS HEALTH AND SAFETY CODE; AND APPROVING THE AGREEMENT BETWEEN THE CITY OF PLANO AND ALLAN R. DEVILLENEUVE, M.D. FOR PROFESSIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, state law requires a director of a local health department who is not a physician to appoint a physician as the Health Authority in the local health department's jurisdiction, subject to the approval of the City Council; and

WHEREAS, the director of City of Plano health department has appointed Dr. Allan R. deVilleneuve, M.D. to serve as the Health Authority for the City of Plano; and

WHEREAS, Dr. Allan R. deVilleneuve meets the requirements of Section 121.024, Health and Safety Code, to serve as the Health Authority for the City; and

WHEREAS, the City Council is of the opinion that it is appropriate and in the best interest of the public to approve Dr. Allan R. deVilleneuve's appointment as the City's Health Authority.

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

Section I. The City Council of the City of Plano hereby approves the appointment of Dr. Allan R. deVilleneuve as the Health Authority for the City of Plano pursuant to Section 121.033 of the Health and Safety Code.

Section II. This appointment shall be for a term of two years pursuant to Section 121.023 of the Health and Safety Code.

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

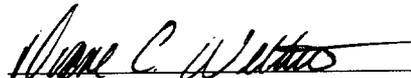
DULY PASSED AND APPROVED this the ____ day of _____,
2008.

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

**AGREEMENT BETWEEN THE CITY OF PLANO AND ALLAN R. deVILLENEUVE,
M.D. FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made and entered by and between **ALLAN R. deVILLENEUVE, M.D.**, whose address is 4112 West 15th Street, #100, Plano, Texas 75075, hereinafter referred to as "Professional", and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City", to be effective upon approval of the Plano City Council and subsequent execution by the Plano City Manager or his designee.

WITNESETH:

WHEREAS, pursuant to Section 121.021 of the Texas Health and Safety Code the City may appoint a physician as the Health Authority for the City; and

WHEREAS, City has appointed the Professional as its Health Authority and desires to engage the services of the Professional on the terms and conditions provided in this Agreement; and

WHEREAS, the Professional meets the requirements of Section 121.022 of the Texas Health and Safety Code and is willing to render professional services for the City as provided herein;

THEREFORE, City hereby engages the services of Professional, and in consideration of the mutual promises herein contained, the parties agree as follows:

**I.
SCOPE OF WORK**

Professional shall provide during the term of this Agreement services as set forth in the Texas Health and Safety Code, Chapter 121, "Local Public Health Reorganization Act", to the City as may be required and/or as requested by City. Such services shall include, but are not limited to: establishing, maintaining and enforcing quarantine orders; and advise and assist with infectious disease control, suppression and prevention services, and general sanitation.

**II.
TERM**

The term of this Contract shall be a period beginning on October 10, 2008 and ending on October 10, 2010. This Agreement may be terminated by City as provided herein.

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III.
COMPENSATION / OWNERSHIP OF DOCUMENTS

3.01 Compensation. In consideration for the services to be rendered under this Agreement, including all expenses, the Professional shall be paid a fee not to exceed **FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) PER MONTH, FOR A TOTAL AMOUNT NOT TO EXCEED SIX THOUSAND AND 00/100 DOLLARS (\$6,000.00) PER YEAR.** Professional may invoice City on a monthly basis. Such invoices shall be itemized to show services performed, expenses and corresponding charges. Professional shall keep accurate records of its services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by Professional for two (2) years following the expiration of this Agreement.

3.02 Fiscal Funding. Professional and City recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

3.03 Maximum Compensation Upon Termination By City or Professional. In the event of termination by City with or without cause and subject to the terms of §3.02 herein, the Professional shall be compensated only for actual expenses and fees incurred by Professional in providing those services acceptable to City which are within the scope of work under this Agreement to date of notice of termination. Expenses do not include overhead such as utilities, rent, insurance, etc., and shall not exceed the total amount due under this Agreement.

3.04 Ownership of Documents. All documents and reports developed as a result of the services of this Agreement shall be the property of the City. Any use by Professional of the information developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City.

IV.
SUCCESSORS AND ASSIGNS/AGENTS OR ASSISTANTS

4.01 Successors and Assigns. City and Professional each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither City nor Professional will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of City. Subject to the provision regarding assignment, this Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

4.02 Use of Agents or Assistants. Subject to the foregoing, to the extent reasonably necessary for the Professional to perform its duties hereunder, Professional

may engage the services of any agents or assistants which it may deem proper, and it may further employ, engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. Professional shall be compensated only for actual expenses and fees for supplies and materials incurred by Professional in providing services to the City which are within the scope of work under this Agreement. The cost of the services of such agents or assistants shall be borne by Professional at its sole cost and expense. Professional further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Professional from its full obligations to City as provided by this Contract regardless of whether such subletting is agreed to by City.

V. FACILITIES

Professional shall be responsible for providing all necessary facilities, personnel, equipment, materials or other items necessary to perform the services required of it hereunder; provided, however, that City shall cooperate with Professional by providing space it has available for meetings, conferences, presentations, etc.

VI. INSURANCE AND CERTIFICATES OF INSURANCE

Professional shall not start work under this agreement until Professional has obtained at his own expense all of the insurance required hereunder and such insurance has been approved by the City. Any subcontractor of the Professional shall be required to carry the same insurance as the Professional.

Professional Errors and Omissions insurance, which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under the contract, for the term of the contract and up to 2 years after the contract is terminated with limits of \$500,000 per occurrence/aggregate.

City will be provided with a 10 day notice of material change or cancellation of any of the insurance policies applicable to this contract. The City prefers that all insurance companies be rated B+ or better by AM Best or Standard & Poor's Rating Services. The above referenced Certificates of Insurance shall be attached hereto as Exhibit "A" and incorporated herein.

VII. INDEMNIFICATION

Professional does hereby covenant and agree to waive all claims, release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to or loss of use of any property arising out of Professional's

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services in accordance with the contract; and such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability, arise in whole or in part from the negligence of Professional or any of its officers, officials, agents, employees or invitees, whether such negligence is contractual comparative negligence, concurrent negligence, gross negligence or any other form of negligence. Also, it is understood by Professional that such indemnity is indemnity by Professional to indemnify and protect City from any and all liability, claims, suits, losses, damages or causes of action due to Professional's negligence, error or omission. The indemnity for personal injury, property damage or other harm caused by Professional's contractual breach or negligence shall not apply to any liability resulting from the sole negligence of City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the Professional and City, responsibilities and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law.

VIII. INDEPENDENT CONTRACTOR

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

IX. TERMINATION

9.01 Option. City may, at its option, without cause, and without prejudice to any other remedy it may be entitled to at law, in equity, or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Professional with the understanding that all services being provided by Professional shall cease upon the date such notice is received.

9.02 Cause. City reserves the right to terminate this contract immediately upon breach of any term or provision of this Contract by Professional; or if at any time during the term of this contract, Professional shall fail to commence the work in accordance with the provisions of the Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Professional shall not cure any such default after thirty (30) days written notice thereof, to terminate this contract and complete the work in any manner it

deems desirable, including engaging the services of other parties thereof. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

9.03 Costs. If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work is in excess of that part of the contract sum which has not therefore been paid to Professional hereunder, Professional shall be liable for and shall reimburse City for such excess.

X. APPLICABLE LAW

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

XI. SEVERABILITY

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract.

XII. NONWAIVER

It is expressly understood and agreed that, in the execution of this Agreement, City does not waive nor shall City be deemed hereby to have waived any immunity or defense that would otherwise be available to it. It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XIII. AFFIDAVIT OF NO PROHIBITED INTEREST

Professional acknowledges and represents he is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Professional has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "B".

**XIV.
PARAGRAPH HEADINGS**

The descriptive headings of the several Articles, Sections and Paragraphs contained in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

**XV.
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.

**XVI.
ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. The parties agree that this Agreement and its attachment constitutes the entire understanding of the parties.

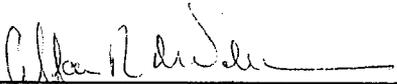
**XVII.
GOVERNING LAW / VENUE**

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties agree that it is performable in Collin County, Texas and that exclusive venue shall be in Collin County, Texas.

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

PROFESSIONAL
ALLAN R. deVILLENEUVE, M.D.

Date: 8/6/08

BY: 
Name: ALLAN R. deVILLENEUVE
Title: M.D.
4112 West 15th Street #100
Plano, Texas 75093

CITY OF PLANO, TEXAS

Date: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

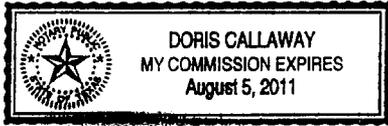
APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF Collin)

This instrument was acknowledged before me on the 6 day of August, 2008, by **ALLAN R. deVILLENEUVE, M.D.**



Doris Callaway
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 corporation.

Notary Public, State of Texas



TEXAS MEDICAL LIABILITY TRUST
 P.O. Box 160140, Austin, Texas 78716

"A health care liability claim trust created by the Texas Medical Association"

THIS IS A CLAIMS-MADE POLICY

ITEM **DECLARATIONS PAGE** POLICY NO. 1-118103

1 **NAMED INSURED (including address)** **NAMED INSURED IS A:**
 Allan R. de Villeneuve, MD **Individual**
 4112 W. 15th St. Bldg.1
 Suite 100
 Plano, TX 75093

2 **POLICY PERIOD** beginning and ending at 12:01 a.m. **FROM** 04/01/2008
 at above stated address **TO** 04/01/2009

3 **PROFESSIONAL LIABILITY COVERAGE**
 Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverages as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV, Limits of Liability.

COVERAGE	LIMITS OF LIABILITY		PREMIUM
	each claim	all claims	
A. Professional Liability	\$ 200,000	\$ 600,000	\$6,441.00
B. Deductible (Refer to Endorsement)	\$ 0		\$0.00
C. Professional Premises Liability	each premise occurrence \$200,000	premise aggregate \$200,000	\$0.00
D. Vicarious Liability	no additional limits		\$0.00
TOTAL PREMIUM			\$6,441.00

4 **TYPE OF COVERAGE** CLAIMS-MADE **RETROACTIVE DATE** 10/15/1995

5 Class 2 Principal Practice 82267 PEDIATRICS
 Territory III County COLLIN

6 **FORMS & ENDORSEMENTS** PICM0106, 42, 02

CREDITS INCLUDED ABOVE
 CME Course Discounts -\$243.00
 Experience Discount -\$1,414.00

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: 02/11/2008 Countersigned By: *John D. Alexander*
 ME Authorized Representative of Texas Medical Liability Trust

P-12

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Allen DeVilleneuve
Name of Contractor

By: Allen DeVilleneuve
Signature

A. R. DeVilleneuve
Print Name

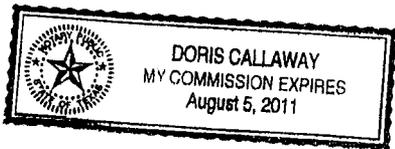
M.D.
Title

Date: 8/6/08

STATE OF TEXAS §

COUNTY OF Collin §

SUBSCRIBED AND SWORN TO before me this 6 day of
August, 2008.



Doris Callaway
Notary Public, State of Texas

EXHIBIT B
PAGE 1 OF 1

P-13



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 09/08/2008		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Police Department			Date	
Department Head	Gregory W. Rushin	Executive Director	<i>Initials</i>	08.25.08	
Dept Signature:	<i>Gregory W. Rushin</i>	City Manager			
Agenda Coordinator (include phone #): Pam Haines, ext 2538					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and the Plano Independent School District: providing terms and conditions for the operation of the Police/School Liaison Program: authorizing its execution by the City Manager, or in his absence, an Executive Director; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" 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	249,798	249,798	
BALANCE	0	0	249,798	249,798	
FUND(S): GENERAL FUND (01)					
COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department for 15% of the total cost of fourteen (14) Police Officers and two (2) Sergeants assigned to the School Liaison Program from October 1, 2008 through September 30, 2009.					
STRATEGIC PLAN GOAL: Reimbursement of Plano Police in PISD schools relates to the City's Goal of a "Premiere City for Families".					
SUMMARY OF ITEM					
This agreement is for the period October 1, 2008 through September 30, 2009. It is an ongoing agreement in which for the fiscal year 2008-2009, PISD is contributing 15% of the funding for fourteen (14) Plano Police Officers and two (2) Sergeants assigned to the School Liaison Program.					
List of Supporting Documents: Agreement and Attachments		Other Departments, Boards, Commissions or Agencies			

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE PLANO INDEPENDENT SCHOOL DISTRICT FOR THE OPERATION OF THE POLICE/SCHOOL LIAISON PROGRAM; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Plano Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2008, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD").

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide sixteen (16) employees who are certified police officers for the School Liaison Program in the 2008-2009 fiscal year, to be assigned to duties described in the 2008-2009 Memo of Understanding, Administrative Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2008, and ending the 30th day of September 2009.

Subject to Section VI availability of funds, this Agreement may be renewed for subsequent fiscal years if PISD provides CITY with written intent of their desire to renew no later than June 15 preceding the fiscal year, AND if CITY provides PISD with written acceptance. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$20,816.50 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 15% of fourteen (14) certified police officers and two (2) sergeants provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be

construed as creating the relationship of employer and employee, or principal and agent, between PISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of PISD employees and shall not be considered in any manner to be PISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide PISD documentation of its coverage, said coverage to meet the approval of PISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide PISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2008-2009 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to PISD shall be deemed given when delivered in person to the Superintendent of Schools of PISD or on the next business day after the mailing of said notice addressed to said PISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 2700 W. 15th Street, Plano, Texas 75075.

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law PISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless PISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Diane Wetherbee, City Attorney

By: _____
Thomas H. Muehlenbeck, City Manager

Approved as to Form:

Plano Independent School District

Mari McGowan

Attorney for PISD *mjg*

By: _____
Jeff Bailey *Jeff Bailey*

Title: _____
Deputy Superintendent/PISD

ACKNOWLEDGMENT

**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 corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 13th day of August, 2008 by Jeff Bailey, **Assistant Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



Margie J. Grounds
Notary Public in and for the State of Texas

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Plano Independent School District
School Year 2008-2009

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2008-2009:

1. The School Liaison Officer (SLO) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SLO supervisor shall meet with each school principal to determine the most effective hours, for the school and the department, for the SLO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with PISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SLOs.
4. SLO vacancies will be filled according to the procedures of the Plano Police Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SLOs at the time the vacancy occurs.
5. The Department will make every effort to minimize mandatory absences by SLOs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SLO, which will require their absence. The SLO will keep the principal informed of any of these absences when they occur.
6. The SLOs will staff summer school as needed.
7. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to PISD's monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Plano Police Department overtime rate by PISD. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the City of Plano.

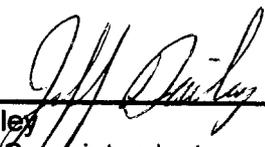
Page 2
Administrative Guidelines
School Year 2008-2009

- c. Attendance at other events when such attendance has not been requested by PISD staff pursuant to 7(a), above, and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.
8. At the end of the school year, the principal of each school having a liaison officer assigned will be asked to comment on the effectiveness of the officer on a form provided by the Plano Police Department. The appropriate SLO supervisor will be responsible for providing and collecting these forms.
9. All comments, criticisms, suggestions, and recommendations for SLO assignments or performance will be immediately referred, without delay, to the appropriate SLO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
10. The department shall have the final authority in all criminal matters in which SLOs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
11. School administrators must realize that once the police arrive at the scene of an incident, they are in charge of that scene and will make the decisions they feel are appropriate.

Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Plano Police Department.

The officer's actions and options are governed by law and police department policy.

Gregory W. Rushin Date
Chief, Plano Police Department

 8-17-08
Jeff Bailey Date
Deputy Superintendent
Plano Independent School District

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: April 4, 2007

I. PURPOSE

The School Liaison Officer ("SLO") program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SLO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SLO will likely be the first responder to threats and emergencies. SLOs must be proficient in core police multi-contact, force-on-force skills.
- (2) SLOs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SLO will have an opportunity to recognize and become familiar with students' personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SLO). This information should be forwarded to the SLO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn ("loners");
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers tv shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SLOs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other's feelings and responsibilities should result from this communication.
- (2) This environment will provide the child with an opportunity to communicate their feelings to the SLO.
- (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.

2. Secondary

a. Be on campus during school hours.

- (1) All leave and training must be approved by a supervisor. School principals will be notified when the SLO is away from campus during school hours.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: April 4, 2007

- (2) SLOs will maintain a high state of visibility on school campuses. Before an SLO leaves the school campus he/she should receive approval from the SLO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SLO's school campus.
 - c. SLOs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SLOs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SLO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.
 - p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SLO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SLO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SLOs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.

9-12

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: April 4, 2007

6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service
1. SLOs are responsible for generating reports on offenses occurring at their schools. To this end, SLOs shall encourage school personnel and students to report offenses to them.
 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SLO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SLO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SLO is, or will be, busy with other calls, talks, meetings, etc.
 3. The goal is to have campus SLOs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SLOs will not transport prisoners whenever possible; however, the SLO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SLOs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command
- While reasonable attempts will be made to create a strong partnership with the school districts, SLOs are under the direct supervision of the Police department and not the school districts. A memoranda of understanding will govern the program and will be renewed annually.
- E. Extracurricular Activities
1. SLOs should submit all requests for overtime compensation to the SLO Sergeant.
 2. SLOs attending school extracurricular activities at the request of principals or other school district staff in conjunction with their SLO assignments will be compensated at their overtime rate by the requesting school district. SLOs requesting overtime compensation for school activities will obtain the signature or initials of the campus principal or the assistant principal on the overtime request form (for verification purposes) before submitting them to the SLO supervisor for approval.
- F. SLO Transfers
1. On occasion, the necessity may arise for an SLO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SLO, and police department administration.
 2. As stated above, SLOs will receive their supervision from the police department. It is the responsibility of the SLO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SLO can perform.
 3. If a conflict should develop between an SLO and his/her campus administrators, the SLO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SLO, his/her first line supervisor, and the campus administrator.
 4. If the conflict can not be resolved, a written request for the SLO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.

**STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM**

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: April 4, 2007

-
5. No SLO shall be reassigned without approval of the Chief of Police or his/her designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SLO and the SLO's supervisors.
 6. The SLO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SLO to his/her new campus and provide introductions to the SLO and appropriate campus administrators and staff.
 7. The Chief of Police reserves the right to reassign an SLO at any time such move is deemed to be in the best interests of the police department and the SLO program.
- G. Summer Recess, holidays, and other non-school days
1. Command staff will determine where an SLO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SLO assignments will be based on unit seniority.

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MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Plano Independent School District
School Year 2008-2009

The following operational guidelines are adopted for school/police operations during school year 2008-2009. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – Except as noted below, police officers will not file complaints on Class C offenses that they do not witness. School administrators who witness the event may file the complaint with the municipal court.

School Liaison Officers (SLO) will have complaint forms available at their respective schools. Once the complaint form is completed, it should be submitted to the municipal court clerk for consideration. The City Prosecutor will determine if the complaint will be accepted for prosecution.

If the complaint is accepted, the school administrator will be called as a witness.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

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Operational Guidelines
School Year 2008-2009

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

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Operational Guidelines
School Year 2008-2009

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

12. Incident – Incident occurs and School Liaison Officer is at another campus.

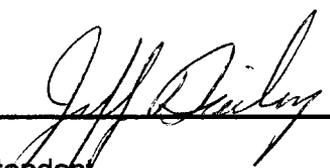
Guidelines - The school administrator shall contact the SLO by telephone in cases where an incident occurs and the SLO is working at another campus for the day. The SLO will determine the best course of action for assisting the principal with the incident and will coordinate the needed response. It may involve a report being taken by the Telephone Reporting Unit, or a Patrol Officer being summoned with the SLO conducting follow-up the next day they are on campus. The SLO may also determine that a nearby SLO or SLO Sergeant should respond, or the SLO could respond if appropriate. The school administrator should call 911 if the incident involves an in-progress serious crime or a critical incident that requires an immediate response.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

Page 4
Operational Guidelines
School Year 2008-2009

Gregory W. Rushin
Chief, Plano Police Department

Date



Jeff Bailey
Deputy Superintendent
Plano Independent School District

8-17-08
Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: March 1, 2006
AFFECTS: Sworn Personnel

REVISION DATE:

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Plano Police Department to notify school officials before the contact.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned.
 - 1. The interviewing officer will produce police identification, notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Liaison Officer (SLO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SLO be responsible for the notification required above.
- B. Except as noted in Section IV below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. In the case of a juvenile interviewee, if reasonable suspicion exists or develops which indicates the student has committed a crime, the officer shall comply with Sections 51.09 and 51.095 of the Texas Family Code prior to any further interview of the student.
- E. Prior to leaving the school, the interviewing officer shall check with the school official to verify a parent/guardian was contacted. If a parent/guardian was not contacted, the interviewing officer shall arrange for the parent/guardian to be contacted.

IV. EXCEPTIONS

- A. It is an exception to the contact policy if articulable circumstances exist which lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- B. Under these circumstances, the officer will provide the school official with a written request not to attempt contacting the parent/guardian.
- C. Said request will be countersigned by the officer's supervisor, who shall be apprised in writing of the reason(s) for the request by the requesting officer.
- D. The supervisor is authorized to deny the request if, in his/her judgment, the request is not justified.
- E. The written request to the school official need not include the reason(s) for the request.
- F. The interviewing officer shall become responsible for required parental notification.

V. FURTHER CONSIDERATIONS

- A. This directive is not intended to inhibit school liaison officers (SLOs) from investigating crimes and interviewing students or to hamper the special relationship an SLO has with his/her school. That notwithstanding, an SLO who is conducting an interview of a student pursuant to an official investigation is under the same obligation to notify the appropriate school official as any other investigating officer.
- B. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: March 1, 2006
AFFECTS: Sworn Personnel

REVISION DATE:

referred to CISD for investigation. SLOs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

- C. In no case will a child under ten (10) years of age be interviewed at school in regard to an investigation, either as a witness or as a suspect.

VI. FORMS

- A. FM601.373 is a form which shall be used by the investigating officer to notify his/her supervisor of exceptional circumstances which would justify not making the notifications required by this directive.
- B. FM601.374 is a form which shall be submitted to the school official requesting the student's parent/guardian not be notified of the interview.

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**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- c. A member of the Criminal Investigative Services Division,
- d. Hazardous Device Unit Bomb Technicians,
- e. The Fire Department,
- f. Commanders of the Patrol and Criminal Investigative Services Divisions,
- g. The Field Operations Bureau Commander,
- h. The person in charge of the involved property or facility affected unless this is the reporting party,
- i. The Chief of Police
- j. The local office of the FBI
- k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.

C. Responsibilities

1. Employee taking the initial call for service

- a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
- b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
- c. The call taker should attempt to ascertain the location of the bomb and detonation time.
- d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
- e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.

2. Responding Police Units

- a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
- b. The shift sergeant and one on-duty patrol officer will respond to the call.
- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.

3. Determination of Actions to Be Taken

- a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
- b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.

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**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

- c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
4. Searching the Premises
- a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.
- D. Reports
- 1. The primary officer will prepare an Offense report at the completion of the incident response.
 - 2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Plano Independent School District
August 25, 2008 to August 25, 2009

Purpose Statement: Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission, assisted by the Plano Police Department. This program allows students to report the commission of crime in an anonymous and confidential fashion while performing their civic duties.

The following agreement is adopted for the period starting August 25, 2008 to August 25, 2009.

1. School Liaison Officers (SLOs) need approximately 20 minutes of core class time during the first three weeks of school to explain the program to students. These presentations should be scheduled so the liaison officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SLOs need to brief all staff members about the program. They will be told when to use the telephone tip number and when to complete a school offense report.
3. Students requesting to call the tip line telephone number while at school should be directed to the S.L.O.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date


Jeff Bailey
Deputy Superintendent
Plano Independent School District

8-17-08
Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget <i>C.S.</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	09/08/2008	Reviewed by Legal <i>MS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Police Department		<i>Initials</i>	Date
Department Head	Gregory W. Rushin	Executive Director		<i>08.25.08</i>
Dept Signature:	<i>Gregory W. Rushin</i>	City Manager		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				

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

CAPTION

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and the Frisco Independent School District: providing terms and conditions for the operation of the Police/School Liaison Program: authorizing its execution by the City Manager, or in his absence, an Executive Director; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	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	49,834	49,834
BALANCE	0	0	49,834	49,834

FUND(S): GENERAL FUND (01)

COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department for 50% of the total cost of one (1) Police Officer assigned to the School Liaison Program from October 1, 2008 through September 30, 2009.

STRATEGIC PLAN GOAL: Reimbursement of Plano Police in FISD schools located in Plano city limits relates to the City's Goal of a "Premier City for Families".

SUMMARY OF ITEM

This agreement is for the period October 1, 2008 through September 30, 2009. It is an ongoing agreement in which for the fiscal year 2008-2009, FISD is contributing 50% of the funding for one (1) Plano Police Officer assigned to the School Liaison Program.

List of Supporting Documents: Agreement and Attachments	Other Departments, Boards, Commissions or Agencies
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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF PLANO, TEXAS AND THE FRISCO INDEPENDENT SCHOOL DISTRICT FOR THE OPERATION OF THE POLICE/SCHOOL LIASION PROGRAM; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER, OR IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Frisco Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2008 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

WHEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable consideration, the parties agree as follows:

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Liaison Program in the 2008-2009 fiscal year, to be assigned to duties described in the 2008-2009 Memo of Understanding, Administrative Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2008 and ending the 30th day of September 2009.

Subject to Section VI availability of funds, this Agreement may be renewed for subsequent fiscal years if FISD provides CITY with written intent of their desire to renew no later than June 15 preceding the fiscal year, AND if CITY provides FISD with written acceptance. Renewals of this Agreement shall be at the then current actual costs for officers.

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$4,152.80 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of one (1) certified police officer provided by the CITY.

FISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave.

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than thirty (30) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

CITY is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officers are assigned to the School Liaison Program and the way CITY performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between FISD and CITY or any of CITY's agents or employees. CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. CITY, its agents and employees, shall not be entitled to any rights or privileges of FISD employees and shall not be considered in any manner to be FISD employees.

V.

INSURANCE

CITY is self-insured, and shall provide FISD documentation of its coverage, said coverage to meet the approval of FISD. CITY shall also provide, during the term of this Agreement, workers' compensation insurance, including liability coverage, in the amounts required by Texas state law, for all employees engaged in work under this Agreement. As to all insurance provided by CITY, it shall provide FISD with documentation indicating such coverage prior to the beginning of any activities under this agreement.

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2008-2009 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

This Agreement may be terminated by either party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other party.

VIII.

ASSIGNMENT OF AGREEMENT

Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other party to this Agreement.

IX.

WAIVER

No waiver of a breach or any provision of this Agreement by either party shall constitute a waiver of any subsequent breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

X.

PLACE OF PERFORMANCE: VENUE

All obligations of each party to this Agreement shall be performed in Collin County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Collin County, Texas.

XI.

NOTICES

Notices to FISD shall be deemed given when delivered in person to the Superintendent of Schools of FISD or on the next business day after the mailing of said notice addressed to said FISD by United States mail, certified or registered mail, return receipt requested, and postage paid at 6942 Maple Street, Frisco, Texas 75034

Notices to CITY shall be deemed given when delivered in person to the City Manager of CITY or on the next business day after the mailing of said notice addressed to said CITY by United States mail, certified or registered mail, return receipt requested, and postage paid at P. O. Box 860358, Plano, Texas, 75086-0358.

The place for mailing notices for a party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying party.

XII.

SEVERABILITY PROVISIONS

If any provisions of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable; (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement; and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

XIII.

MUTUAL HOLD HARMLESS

To the extent allowed by law FISD does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all

expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless Fisd and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents.

XIV.

ENTIRE AGREEMENT OF PARTIES

This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and day first above written.

Approved as to Form:

City of Plano

Diane Wetherbee, City Attorney

By:

Thomas H. Muehlenbeck, City Manager

Approved as to Form:

Frisco Independent School District

By:

Richard Wilkinson

Richard Wilkinson

Title:

Asst. Supt.

Assistant Superintendent, Facilities and Services
Frisco Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

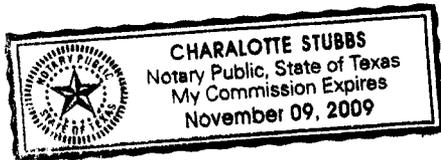
This instrument was acknowledged before me on the _____ day of _____, 2008 by **THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 21 day of July, 2008 by Richard Wilkinson, **Assistant Superintendent, Facilities and Finance of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.



Charlotte Stubbs
Notary Public in and for the State of Texas

MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Frisco Independent School District
School Year 2008-2009

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2008-2009:

1. The School Liaison Officer (SLO) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school principals and prioritize their work so that it helps both the school and the Plano Police Department (Department) reach their stated goals.
2. At the beginning of each school year, the appropriate SLO supervisor shall meet with each school principal to determine the most effective hours, for the school and the department, for the SLO assigned to that school.
3. The assignment and scheduling of officers to specific campuses will be coordinated with FISD administrators to ensure the best working relationship possible is maintained. PPD SOP 403.001 (attached) contains procedures for assignment and reassignment of SLOs.
4. SLO vacancies will be filled according to the procedures of the Plano Police Department. Priorities for filling these vacancies will be determined by the staffing requirements of the Department in relation to the need for SLOs at the time the vacancy occurs.
5. The Department will make every effort to minimize mandatory absences by SLOs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SLO, which will require their absence. The SLO will keep the principal informed of any of these absences when they occur.
6. Payment for SLO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to FISD's monthly payment for services, SLOs attending school extracurricular activities at the request of principals or other FISD staff will be compensated at the Plano Police Department overtime rate by FISD. Examples include but are not limited to attendance at athletic events and open house.
 - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the City of Plano.
 - c. Attendance at other events when such attendance has not been requested by FISD staff pursuant to 7(a), above, and which are not a normal police function, such as field trips when the officer is invited as a guest, will not be compensated.

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Administrative Guidelines
School Year 2008-2009

7. At the end of the school year, the principal of each school having a liaison officer assigned will be asked to comment on the effectiveness of the officer on a form provided by the Plano Police Department. The appropriate SLO supervisor will be responsible for providing and collecting these forms.
8. All comments, criticisms, suggestions, and recommendations for SLO assignments or performance will be immediately referred, without delay, to the appropriate SLO supervisor. The supervisor will be given the opportunity to take the appropriate action to resolve problems or investigate complaints prior to any other action or decision.
9. The department shall have the final authority in all criminal matters in which SLOs become involved as directed by departmental policies and procedures as well as federal, state, and local laws.
10. School administrators must realize that once the police arrive at the scene of an incident, they are in charge of that scene and will make the decisions they feel are appropriate.

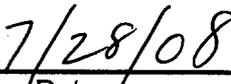
Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in this agreement or contract shall override any policy or procedure of the Plano Police Department.

The officer's actions and options are governed by law and police department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date


Richard Wilkinson
Assistant Superintendent, Facilities and Finances
Frisco Independent School District


Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: April 4, 2007

I. PURPOSE

The School Liaison Officer ("SLO") program is designed to contribute to a safe learning environment in each public school while imparting knowledge and values to students of the Plano Independent School District and Frisco Independent School District that operate within the City of Plano. By being a visible and accessible role model, an SLO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SLO will likely be the first responder to threats and emergencies. SLOs must be proficient in core police multi-contact, force-on-force skills.
- (2) SLOs will be required to complete additional training in Force on Force/Move to Contact annually.

b. Prevention

- (1) By being actively engaged with students an SLO will have an opportunity to recognize and become familiar with students' personalities and behavior traits. If a child begins to act differently or exhibit any of the warning signs this may be noticed by someone (friends, family, staff and/or SLO). This information should be forwarded to the SLO and/or staff so an appropriate referral can be made.
- (2) General warning signs to be aware of:
 - (a) Fascination with violence and weapons;
 - (b) Bullying;
 - (c) Socially withdrawn ("loners");
 - (d) Known to have access to guns;
 - (e) Openly speaking of revenge;
 - (f) Verbalizing inability to handle stressors including those at home and school;
 - (g) Depression;
 - (h) Attempted suicide in the past, and
 - (i) Prefers tv shows, movies, games, music or other materials dealing with violent themes.¹

c. Rapport

- (1) SLOs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other's feelings and responsibilities should result from this communication.
- (2) This environment will provide the child with an opportunity to communicate their feelings to the SLO.
- (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.

2. Secondary

a. Be on campus during school hours.

- (1) All leave and training must be approved by a supervisor. School principals will be notified when the SLO is away from campus during school hours.

¹ Ronald G. Lynch and Scott R. Lynch. The Police Manager Sixth Edition. New York, Bender 2005.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: April 4, 2007

REVIEW DATE:

REVIEW SCHEDULE: Annual

- (2) SLOs will maintain a high state of visibility on school campuses. Before an SLO leaves the school campus he/she should receive approval from the SLO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
- b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SLO's school campus.
 - c. SLOs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SLOs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SLO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.
 - p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SLO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SLO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SLOs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: April 4, 2007

REVIEW DATE:

REVIEW SCHEDULE: Annual

6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.

C. Offense Reporting and Calls for Service

1. SLOs are responsible for generating reports on offenses occurring at their schools. To this end, SLOs shall encourage school personnel and students to report offenses to them.
2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SLO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SLO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SLO is, or will be, busy with other calls, talks, meetings, etc.
3. The goal is to have campus SLOs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SLOs will not transport prisoners whenever possible; however, the SLO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SLOs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.

D. Chain of Command

While reasonable attempts will be made to create a strong partnership with the school districts, SLOs are under the direct supervision of the Police department and not the school districts. A memoranda of understanding will govern the program and will be renewed annually.

E. Extracurricular Activities

1. SLOs should submit all requests for overtime compensation to the SLO Sergeant.
2. SLOs attending school extracurricular activities at the request of principals or other school district staff in conjunction with their SLO assignments will be compensated at their overtime rate by the requesting school district. SLOs requesting overtime compensation for school activities will obtain the signature or initials of the campus principal or the assistant principal on the overtime request form (for verification purposes) before submitting them to the SLO supervisor for approval.

F. SLO Transfers

1. On occasion, the necessity may arise for an SLO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SLO, and police department administration.
2. As stated above, SLOs will receive their supervision from the police department. It is the responsibility of the SLO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SLO can perform.
3. If a conflict should develop between an SLO and his/her campus administrators, the SLO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SLO, his/her first line supervisor, and the campus administrator.
4. If the conflict can not be resolved, a written request for the SLO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.

STANDARD OPERATING PROCEDURES – 403.001
SSD/SLO
SCHOOL LIAISON OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991

REVISION DATE: April 4, 2007

REVIEW DATE:

REVIEW SCHEDULE: Annual

5. No SLO shall be reassigned without approval of the Chief of Police or his/her designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SLO and the SLO's supervisors.
 6. The SLO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SLO to his/her new campus and provide introductions to the SLO and appropriate campus administrators and staff.
 7. The Chief of Police reserves the right to reassign an SLO at any time such move is deemed to be in the best interests of the police department and the SLO program.
- G. Summer Recess, holidays, and other non-school days
1. Command staff will determine where an SLO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SLO assignments will be based on unit seniority.

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MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Frisco Independent School District
School Year 2008-2009

The following operational guidelines are adopted for school/police operations during school year 2008-2009. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

1. Incident – Class C misdemeanors (smoking, consumption or possession of an alcoholic beverage, fighting, or other disorderly conduct) that are not observed by a police officer.

Guideline – Except as noted below, police officers will not file complaints on Class C offenses that they do not witness. School administrators who witness the event may file the complaint with the municipal court.

School Liaison Officers will have complaint forms available at their respective schools. Once the complaint form is completed, it should be submitted to the municipal court clerk for consideration. The City Prosecutor will determine if the complaint will be accepted for prosecution.

If the complaint is accepted, the school administrator will be called as a witness.

A school administrator who believes that a person on school property or at a school-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from school property or the school-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials according to discipline management guidelines.

A school administrator observing a fight will notify a police officer. The officer will determine if the elements justifying an arrest for disorderly conduct or assault are present. If the elements are present the officer will, in his/her discretion, take the appropriate actions as dictated by departmental policy and procedures. If the elements justifying an arrest are not present, the issue shall be handled by the school administrator according to discipline management guidelines.

Officers may investigate incidents reported by parents and issue citations if appropriate under departmental policy and procedures.

2. Incident – Class C misdemeanors that are observed by an officer:

Guideline – Police officers who observe Class C misdemeanors on school property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the student code of conduct.

3. Incident – Persons found in possession of any controlled substance on school property.

Guideline – The school administrator shall call the police. The officer shall determine if the elements justifying an arrest are present. If those elements exist, the officer shall have the discretion to arrest, issue a citation, or file at large.

4. Incident – A person is found on school property in possession of a firearm, illegal knife, or prohibited weapon and that possession is listed as a felony in section 46.03 of the Penal Code.

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail. Officers shall at all times give due consideration to the case law interpreting search and seizure issues.

5. Incident – School administrators are informed that a person has within the past five (5) days possessed a weapon on school property.

Guideline – The school administrator will call the police who will take the information and complete an offense report. A detective will be assigned to investigate the offense.

6. Incident – Trespasser on school property.

Guideline – The school administrator will ask the trespasser to leave. If the trespasser refuses; the administrator will call the police. The responding officer will follow departmental guidelines in handling the call.

7. Incident – A Plano police officer asks to see a student for an interview or to be taken into custody.

Guideline – Police Department Administrative Directive 112.029 (copy attached) will be followed.

8. Incident – A teacher, school counselor, or administrator is assaulted on campus.

Guideline – The school administrator shall immediately report the assault to the police. The responding officer will determine if the elements to justify an arrest are present. If so, the officer shall arrest and remove the student from the campus.

Citations will not be issued for an assault on school personnel engaged in their official duties, but, depending on circumstances, it may be necessary to file at large in lieu of arrest.

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Operational Guidelines
School Year 2008-2009

9. Incident – Indecent exposure or other sexual offenses.

Guideline – The school administrator shall notify the police. The responding officer shall determine if the elements justifying an arrest exist. If those elements do exist, the officer shall arrest and remove the perpetrator from campus. Depending on the circumstances, an officer may have to file at large.

10. Incident – Bomb threats.

Guideline – Officers responding to the report of a bomb threat on school property shall act in accordance with Police Department Administrative Directive 112.002 (copy attached).

All bomb threats shall be reported to the police and district security in keeping with district procedures listed in the emergency procedure manual. The principal or administrator in charge of the district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

Guideline – Frisco ISD has an active drug interdiction program. This is usually done by contract with the private sector. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

These guidelines are generated in an effort to provide a consistent response to the most common events occurring on campus. However, there will be instances where circumstance will dictate a different response by both officers and administrators. Both are encouraged to contact their respective supervisors with questions.

Gregory W. Rushin
Chief, Plano Police Department

Date


Richard Wilkinson
Assistant Superintendent, Facilities and Finances
Frisco Independent School District

7/28/08
Date

**ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS**

EFFECTIVE DATE: March 1, 2000

REVISION DATE:

REVIEW DATE: March 1, 2006

AFFECTS: Sworn Personnel

I. PURPOSE

The purpose of this directive is to provide procedures to be followed by officers of the Plano Police Department who intend to interview students at schools.

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Plano Police Department to notify school officials before the contact.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned.
 - 1. The interviewing officer will produce police identification, notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Liaison Officer (SLO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SLO be responsible for the notification required above.
- B. Except as noted in Section IV below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. In the case of a juvenile interviewee, if reasonable suspicion exists or develops which indicates the student has committed a crime, the officer shall comply with Sections 51.09 and 51.095 of the Texas Family Code prior to any further interview of the student.
- E. Prior to leaving the school, the interviewing officer shall check with the school official to verify a parent/guardian was contacted. If a parent/guardian was not contacted, the interviewing officer shall arrange for the parent/guardian to be contacted.

IV. EXCEPTIONS

- A. It is an exception to the contact policy if articulable circumstances exist which lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- B. Under these circumstances, the officer will provide the school official with a written request not to attempt contacting the parent/guardian.
- C. Said request will be countersigned by the officer's supervisor, who shall be apprised in writing of the reason(s) for the request by the requesting officer.
- D. The supervisor is authorized to deny the request if, in his/her judgment, the request is not justified.
- E. The written request to the school official need not include the reason(s) for the request.
- F. The interviewing officer shall become responsible for required parental notification.

V. FURTHER CONSIDERATIONS

- A. This directive is not intended to inhibit school liaison officers (SLOs) from investigating crimes and interviewing students or to hamper the special relationship an SLO has with his/her school. That notwithstanding, an SLO who is conducting an interview of a student pursuant to an official investigation is under the same obligation to notify the appropriate school official as any other investigating officer.
- B. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

This directive establishes procedures for handling bomb threats and actual bomb emergencies and identifies the responsibilities of Communications and Police personnel.

I. POLICY

Bomb threats and actual bomb emergencies present a serious threat to officers, the public and to property. It is the policy of the Plano Police Department to respond effectively to all bomb threats, assess each threat individually, and handle each threat in the manner intended to provide for the greatest safety of the general public.

II. PROCEDURES

A. Notification of Bomb Threat

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the reported bomb,
 - (2) The time set for detonation,
 - (3) Description of the bomb,
 - (4) The type of explosive,
 - (5) The type of bomb (pipe, etc.), and
 - (6) The reason for the bombing.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. The designated departmental bomb investigations personnel,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party.

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.
 - b. Immediately notify Public Safety Communications personnel.
2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

- c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
- 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 - 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.
 - c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
 - d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
 - 3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.

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**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
4. Searching the Premises
- a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.
- D. Reports
- 1. The primary officer will prepare an Offense report at the completion of the incident response.
 - 2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Frisco Independent School District
School Year 2008-2009

Purpose Statement: Frisco Campus Crime Stoppers is operated by student board members under guidance of a FISD sponsor and liaison officer following guidelines issued by the State of Texas. Reward funding is from probation fees collected by the State and distributed through the North Texas Crime Commission. Specific guidelines must be followed to ensure the credibility of the program and to meet legal requirements. The benefits of the program are anonymity of informants, an anonymous tip line, and student involvement in campus safety and security.

The following guidelines are adopted for the Campus Crime Stoppers (CCS) program during the school year 2008-2009.

1. Student board members operate the program under the guidance of the Plano Police Department and the Frisco Independent School District.
2. The police department will provide the coordinator to oversee the program, perform annual audits, and maintain the reward funds.
3. School liaison officers will act as campus advisors.
4. The school district will provide an administrative advisor and a sponsor at each campus.
5. The sponsors will be responsible for:
 - Help select student board members
 - Act as advisors for student board members
 - Help educate students and staff about the program
 - Attend training
 - Coordinate student board activities, training, fundraising, community service projects, and functions
 - Attend annual state conferences as needed
6. The liaison officers will be responsible for:
 - Completing and distributing bank slips for reward payments
 - Presenting cases to the student board
 - Selecting student board members
 - Providing annual training to the students and staff
 - Completing and maintaining reward records and monthly statistical reports
 - Maintaining required records in locking file cabinet

STANDARD OPERATING PROCEDURES – 403.002
SSD/SLO
CRIME STOPPERS

EFFECTIVE DATE:
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: April 4, 2007

I. PURPOSE

To provide guidelines for the Department in providing the Crime Stoppers Program to schools in our community.

II. PROCEDURES

Crime Stoppers is a program provided for by state law that allows people to report crimes in an anonymous or confidential fashion without fear of reprisals. The presence of the program is a deterrent to crime and participation provides citizens a way to take part in making their environment safer. A reward is available for tips that solve crimes. CS is regulated by Government Code Chapter 414 and certification procedures issued by The State of Texas and operating guidelines issued by the North Texas Crime Commission ("NTCC").

The Crime Stoppers program is designed to target a crime that has been committed or is about to be committed. When a person, who is neither a victim of the crime or a participant, reports information that helps solve the crime, that information is considered a Crime Stopper tip. The tip is investigated and if there is sufficient evidence that an offense occurred and the suspect is identified, a reward of up to \$100 is given to the person(s) who provided information that helped solve the crime. The NTCC Board will determine the reward amounts.

Crime Stoppers is operated by the NTCC, which has been certified by the State of Texas. The Commission provides the reward money collected from state probation fees in accordance with the Code of Criminal Procedure.

A. Agencies and their Responsibilities:

1. Texas Crime Stoppers - Texas Crime Stopper Advisory Council
Criminal Justice Division, Office of the Governor
P.O. Box 12428
Austin, TX 78711
1-800-252-TIPS (For tips only)
Phone 1-512-463-1784
Fax 1-512-475-2440
2. Local Certified Program- North Texas Crime Commission
1601 Elm, Suite 1965
Dallas, TX 75201
Phone (214) 965-9000
Fax (214) 965-9004
3. The North Texas Crime Commission:
 - a. Provide charter for the program;
 - b. Provide reward money obtained from state probation fees;
 - c. Collect and maintains statistical data;
 - d. Submit activity to the State, and
 - e. Provide operating procedures.
4. Plano Police Department:
 - a. Responsibilities of the Coordinator:
 - (1) Maintain records of reward payments and account balance;
 - (2) Update the signature cards at bank, when necessary;
 - (3) Perform annual review of files and deliver to NTCC
 - (4) Provide training information to liaison officers;
 - (5) Take Tip Disposition Sheets to NTCC for review;
 - (6) Coordinate tip line and call taker training;
 - (7) Complete monthly activity and financial reports, and
 - (8) Request additional reward funds from NTCC when necessary.

STANDARD OPERATING PROCEDURES – 403.002
SSD/SLO
CRIME STOPPERS

EFFECTIVE DATE:
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: April 4, 2007

5. Responsibilities of SLO:
 - a. Present approved training to all students during the first month of school.
 - b. Complete Tip Disposition Sheets for all tips received.
 - c. Complete and handout tipster copy of reward payment.
 - d. Provide Crime Stopper training to school staff each year.

B. Operational Guidelines

1. Crime Stopper Tips

The confidentiality of the informant is protected under the Texas Government Code Section 414.009, which makes it a crime to release the name of the informant to anyone who is not employed by a law enforcement agency. The offense carries a penalty ranging from Class A to Felony 3. Immunity from civil liability for making a tip, taking or acting on a tip is provided for under Texas Government Code Section 414.013.

To remain anonymous a person must call the tip line at 972-941-2500. The tip line is maintained at the Plano Police Department and manned by the Public Service Officers (PSO). The PSO's complete a tip record and will immediately notify the affected liaison officer and/or the sergeant. Once the call taker notifies the officer a Tip Disposition Sheet will be completed by the officer receiving the tip. At no time should tip information be sent via e-mail or fax to the Department or school district.

The PSO cannot ask for names, call back numbers or any other identifying information. A police report should not be completed by the PSO. If a report is necessary, the SLO will complete that report. Callers on the tip line should not be forwarded to anyone else. It is essential that no effort is made to identify the call taker. If the caller leaves a voicemail, the call back number should not be accessed unless the caller left it in the message.

Tipsters making a face-to-face tip to a SLO are not anonymous, as they are when they call the tip line; however, every attempt will be made to keep them confidential. The SLO will complete a NTCC Tip Disposition Sheet each time a Crime Stopper tip is received. Any time information is received that could qualify as a Crime Stopper tip, the SLO must ask if the tipster wants the information to be considered a Crime Stopper Tip.

Tips will be assigned a case number, code number and code name. The tipster should pick a code name that is appropriate for a school setting. The coordinator will assign the case and code numbers. The case numbers are assigned based on an annual numbering sequence. The format used is; Year-PCS - Three digit number starting with 001. For example, the first tip received in 2008 would be 08-PCS-001. The Code Numbers are assigned starting with PCS-100 and continue from that point. These numbers do not start over each calendar year.

C. Rewards

Rewards are available when a Crime Stopper case is solved to the point the suspect is identified and is subject to school discipline and/or criminal charges. In the event that circumstances exist that make it impossible to file charges or have school discipline a reward can be paid as long as:

1. A criminal offense or specified school violation exists, and
2. The suspect is identified.

An example of a situation where charges cannot be filed would be when a crime is solved. but the victim chooses not to file charges. The specified school rule violations that qualify for Crime Stopper rewards also do not normally qualify for criminal charges. The school rule violations allowed by Crime Stoppers are truancy and on campus possession of matches, lighters and legal cutting instruments (i.e. legal pocket knives, razor blades, box cutters, etc.).

A person may not receive a reward for any of the following:

1. Any criminal act they participated in;
2. Physically seizing a suspect and bringing the suspect into law enforcement custody;
3. Testifying in court for the purpose of receiving a reward, and
4. Acting as a police agent or becoming involved in criminal activities to secure evidence.

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STANDARD OPERATING PROCEDURES – 403.002
SSD/SLO
CRIME STOPPERS

EFFECTIVE DATE:
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: April 4, 2007

For purposes of Crime Stoppers, a person becomes an agent of the police when the officer becomes aware that the person is planning to gather physical evidence or information.

Funneling of information through the Crime Stopper process is not allowed. Funneling occurs when a person provides information that solves a case through a process other than Crime Stoppers, then after the fact, the information is asked to be considered a tip.

If there are multiple tips received for one case, only one reward amount is available and the board must vote on how to divide it. The following guidelines apply to the reward amounts:

- | | |
|------------------------------------|----------------|
| 1. Petty (Class B&C Misdemeanors) | Up to \$20.00 |
| 2. Minor (Class A&B Misdemeanors) | Up to \$45.00 |
| 3. Major (Felony) | Up to \$100.00 |
| 4. Illegal Drugs & Illegal Weapons | \$100.00 |

B. Payments

The reward money is maintained by NTCC in an account at ViewPoint Bank, with each school using the branch closest to the school's campus. Bank payment forms are completed and distributed as outlined below each time a tip solves a case. The coordinator and the NTCC president will sign each approved bank payment form. The forms will be dated as valid for only a thirty day period.

The coordinator will complete two sets of bank forms for each person eligible for a reward, one copy for the bank and one for the tipster. Once NTCC has reviewed the cases and voted on a reward amount, the bank forms will be completed, signed and the SLO Sergeants will deliver them to the appropriate bank locations and SLO. The tipster should take their copy to the bank location and when the bank copy matches the tipster copy, the bank will issue the reward. Confidential tipsters under the age of 17 should be encouraged to call a parent to notify them about the reward process. Once the officer is certain the notified parent was notified, the SLO can explain the reward process to the parent.

In the event the tip was received through the tip line, the tipster will be informed by the call taker that they are to call back after three days to check the status of the tip. If the tip solved a crime, the SLO will immediately advise the PSO to have the tipster call either the PSO or the coordinator with their code name on a specified date so the tipster can be given instructions on how to pick up the reward. The tipster can choose from picking up the reward from a locker at the school or calling the coordinator for pick-up instructions. Board meetings are generally held the third week of each month. The caller should be instructed to call on the Friday of the third week of the month.

C. School Offense Reports

In addition to the tip process, Crime Stoppers provides a procedure for students and staff to report when they have become the victim of a crime. The information the victim provides does not qualify as a tip and is not eligible for a reward. School offense report forms are used for this reporting process and should be made readily available. The forms can be modified as needed at each school.

The SLO will review the school offense reports and investigate the incidents, completing a Department incident report when appropriate. Information is not considered a Crime Stopper tip, if while conducting an investigation the SLO initiates contact with witnesses. Only information provided by a tipster who self-initiates the tip process is considered a tip.

When a crime cannot be solved with the information provided on the report, it is announced as an unsolved Crime Stopper case. Each SLO will use the daily announcement process at their school to announce unsolved Crime Stopper cases. Announcements serve as advertisements for the program and help make people aware of crime trends in their area.

Any offense, regardless of where it occurred, can be announced as an unsolved Crime Stopper case if there is a possibility that students will be able to solve the crime.

D. Statistical and Financial Reports

The following reports will be completed by the coordinator by the fifth day of each month and forwarded to the NTCC and the SLO Chain of Command.

1. The Reward and Account Balance Report; and

STANDARD OPERATING PROCEDURES – 403.002
SSD/SLO
CRIME STOPPERS

EFFECTIVE DATE:
REVIEW DATE:
REVIEW SCHEDULE: Annual

REVISION DATE: April 4, 2007

2. The State of Texas Activity Report.

E. Record Keeping

Crime Stopper records are the property of the NTCC and must be maintained in accordance with NTCC policy, in the coordinators office. Any requests or subpoenas for PCS records should be directed to the NTCC. Any legal action naming PCS should be reported to NTCC immediately.

F. Training

1. The Crime Stoppers Program will be run in accordance with states laws known as the "Crime Stoppers Laws." The program must be run in completely compliant with these statutes or the program is not recognized as being a legitimate Crime Stoppers program.
2. To ensure the program is compliant with current procedures, training will be provided by NTCC for all coordinators involved in the operation of the program. The officers involved with Crime Stoppers are encouraged to attend Crime Stopper training courses and complete the on-line training provided by the state at "<http://www.crimestoppers.txstate.edu/>".
3. Each SLO should conduct NTCC approved student training within 30 days of the school year start date.

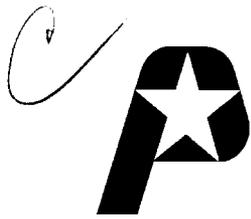
G. Annual Audit

At the end of each year, the coordinator will complete an internal audit of the records, checking the required documentation for accuracy and prepare it for storage. Records exceeding the five year retention period will be shredded at the direction of NTCC. The results of the audit will be used to develop the annual training and will be sent to NTCC and the SLO chain of command for review.

H. Signed Agreements

Each year NTCC will provide operating procedures to be reviewed and signed by the Department representative.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	9/8/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Technology Services		(Initials)	Date	
Department Head	David Stephens	Executive Director	8-29-08		
Dept Signature:	<i>David Stephens</i>	City Manager	8/29/08		
Agenda Coordinator (include phone #): Amy Powell X7342					

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 RENEWAL OF AN AGREEMENT WITH ORACLE USA, INC., A SOLE SOURCE VENDOR, FOR THE MAINTENANCE AND SOFTWARE SUPPORT UPDATES OF J.D. EDWARDS LICENSES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 07/08, 08/09, 09/10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	2,822,332	0	2,882,332
Encumbered/Expended Amount	0	-2,674,584	0	-2,674,584
This Item	0	-114,649	0	-114,649
BALANCE	0	93,099	0	93,099

FUND(S): TECHNOLOGY SERVICES FUND (66.395)

COMMENTS: Funds are available in the 2007-08 approved budget for the purchase of software support services and maintenance contracts. The remaining balance will be used for other software and maintenance support throughout the year.

STRATEGIC PLAN GOAL: Maintenance and software support services relate to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Technology Services recommends Council approve renewal of a software support agreement with Oracle USA, Inc. for three (3) years for a sum of \$114,649 for the first year and at a sum not to exceed the lower of (a) the fee in effect at the time of renewal or (b) ten percent (10%) in each subsequent twelve (12) month period subject to the availability and appropriation of funds after the first year. Maintenance and support of J.D. Edwards software licenses is only available from one vendor, Oracle USA, Inc and therefore, is exempt from competitive bids as provided for in Section 252.022(a) (7) of the Texas Local Government Code.

List of Supporting Documents: Vendor Bid, Sole Source Letter & Resolution	Other Departments, Boards, Commissions or Agencies
--	--

ORACLE

9600 North Mopac Expressway
Austin, TX 78759

July 23, 2008

City of Plano
Ron Reynolds
Technology Services 1117 E 15th Street
Plano, TX 75074

Dear Ron Reynolds,

This letter is to confirm that Oracle has the unique expertise and capabilities to support Oracle program licenses. Oracle creates the proprietary program updates that may be provided as part of Oracle's technical support services. As the sole source of technical support services (including the proprietary program updates created by Oracle), Oracle offers the services to Oracle customers for purchase on an annual basis either directly from Oracle or, on limited occasion, indirectly from an Oracle authorized reseller of the services. For more detailed information about Oracle's technical support services, refer to Oracle's technical support policies located at <http://www.oracle.com/support/policies.html>.

Please contact me should you have questions.

Regards,

Derek Bishop
Support Sales, Oracle Support Services
Oracle USA, Inc.
9600 North Mopac Expressway
Austin, TX 78759
512-671-5163
719-757-4291

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, APPROVING THE RENEWAL OF AN AGREEMENT WITH ORACLE USA, INC., A SOLE SOURCE VENDOR, FOR THE MAINTENANCE AND SOFTWARE SUPPORT UPDATES OF J.D. EDWARDS LICENSES; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved a master Agreement with Oracle USA, Inc. for maintenance and support of JD Edwards software licenses in March of 1999; and

WHEREAS, the City Council of the City of Plano approved a renewal from Oracle USA, Inc. for maintenance and support of J.D. Edwards software applications in 2004; and

WHEREAS, the City of Plano and Oracle USA, Inc., now wish to enter into a renewal for maintenance and support of J.D. Edwards software for the period October 1, 2008 to September 30, 2009 pursuant to the terms provided in Exhibit "A" attached hereto (the "Agreement"); and

WHEREAS, the City Council finds that the maintenance and support for the J.D. Edwards software applications is only available from one source, Oracle USA, Inc., and therefore, is exempt from competitive bid as provided for in Section 252.022(a)(7) of the Texas Local Government Code; and

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

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

Section 1. 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 Amendment.

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



30-Jul-08

Amy Powell
City Of Plano
IS Department
1117 E 15th St
PLANO
TX 75074
United States

Dear Amy Powell,

The technical support services and benefits provided under service contract number P-JD-M00553-000--70 will expire, or have expired, on 30-Sep-08. Please find attached an ordering document for the renewal of this service contract. If applicable, the attached ordering document may also include incremental technical support services newly acquired.

To ensure that there is no interruption to the technical support services and benefits provided under service contract number P-JD-M00553-000--70, please order the technical support services on this ordering document by issuing an acceptable form of payment in accordance with the attached Order Processing Details section on or before 1-Sep-08.

If further information is required, please contact me at the e-mail address or telephone number provided below.

Regards,

Derek Bishop
Oracle Support Services
E-mail: derek.bishop@oracle.com
Tel.: 1512-671-5163
Fax: 1719-757-4291



Ordering Document

Service Contract #: P-JD-M00553-000--70 Offer Expires: 30-Sep-08 Payment Terms: 30 NET from date of invoice Billing Terms: Quarterly in Arrears	Renewal Contact: Derek Bishop Address: 9600 North MoPac Expressway Suite 700 Austin TX 78759 United States Telephone: 1512-671-5163 Fax: 1719-757-4291 E-mail: derek.bishop@oracle.com
CUSTOMER: City Of Plano	
QUOTE TO Account Contact: Amy Powell Account Name: City Of Plano Address: IS Department 1117 E 15th St PLANO TX 75074 United States Telephone: 972 941-7342 Fax: E-mail: amyp@plano.gov	BILL TO Account Contact: Accounts Payable Section Account Name: City Of Plano Address: PO Box 860279 PLANO TX 75086 United States Telephone: Fax: E-mail:

Oracle may provide certain information and notices about technical support via e-mail. Accordingly, please verify and update the Quote To and Bill To information above to ensure that such communications and notices are received from Oracle. If changes are required, please e-mail or fax the updated information to Derek Bishop at derek.bishop@oracle.com or 1719-757-4291. Please also include service contract number P-JD-M00553-000--70 on such reply.

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Service Details

Service Level: Software Update License & Support	End Date: 30-Sep-09
---	----------------------------

Product Description: Software Update License & Support for your JD Edwards License

Start: 1-Oct-08

Subtotal: USD 114,648.92

Total Amount: USD 114,648.92

plus applicable tax

Notes:

1. If any of the fields listed above are blank, the program licenses were acquired under a separate license model in which such field(s) does not apply.
2. If a change to the Service Details provided above is required, please contact Derek Bishop at 1512-671-5163 or at derek.bishop@oracle.com and an updated ordering document will be provided in accordance with Oracle's technical support policies.

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GENERAL TERMS

"You" and "your" refers to the Customer provided above.

In the event that the Customer and the Quote To Account Name provided above are not the same, City Of Plano acknowledges that Customer has authorized City Of Plano to execute this ordering document on Customer's behalf and to bind Customer to the terms described herein. City Of Plano agrees the ordered services shall be used solely by the Customer and shall advise Customer of the terms of this ordering document as well as information and notices about technical support that Oracle provides to City Of Plano during the term of service.

The technical support services acquired under this ordering document are governed by the terms and conditions of the license and services agreement that you executed when you acquired technical support from us or an authorized reseller. However, any use of the programs, which includes by definition the updates and other materials provided or made available by Oracle under technical support, is subject to the rights granted for the programs set forth in the order in which the programs were acquired.

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the technical support policies prior to entering into this ordering document. The current version of the technical support policies, including Oracle's reinstatement policy, may be accessed at <http://www.oracle.com/support/policies.html>. Customers who allow technical support to lapse and later wish to reactivate it will be subject to Oracle's reinstatement policy in effect at the time of reinstatement. Applicable reinstatement fees may apply in addition to the annual technical support fees.

In the event that Priority Service is acquired under this ordering document, you acknowledge you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been purchased. By accepting this ordering document, you also acknowledge that Software Update License & Support for program licenses listed under the Priority Service level may be renewed under separate contract(s). Upon renewal, Priority Service fees will be based on the Priority Service pricing policies in effect at the time of renewal and such fees will be adjusted to account for any acquisition of additional licenses in a license set. Contractual caps on annual technical support fees for Software Update License & Support do not apply to Priority Service, unless stated otherwise in your contract.

Order Processing Details

Your order is subject to Oracle's acceptance. An order consists of the following: (i) this ordering document, which incorporates by reference the license and services agreement that you executed when you acquired technical support from us or an authorized reseller, (ii) an acceptable form of payment, and (iii) a tax exemption certificate (if applicable). Oracle normally accepts orders after receipt of a purchase order, check or credit card issued in accordance with the Purchase Order, Check, Credit Card Confirmation section below. If Oracle accepts your order, the service start date is the effective date of such order and also serves as the commencement date of the technical support services.

Once ordered, technical support for the support period defined above is non-cancelable and the related fees are non-refundable. If the pre-tax value of this renewal is \$2000 or less, pre-payment in the form of a check or credit card must be received. Purchase orders are no longer accepted for these transactions.

An invoice will only be issued upon receipt of an acceptable form of payment. Regardless of the form of payment, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If City Of Plano is a tax exempt organization, a copy of City Of Plano's tax exemption certificate must be submitted with City Of Plano's purchase order, check, credit card or other acceptable form of payment.

PURCHASE ORDER, CHECK, CREDIT CARD CONFIRMATION**Purchase Order**

If the technical support services on this ordering document will be purchased by purchase order, the purchase order must include the following information:

- Service Contract #: P-JD-M00553-000--70
- Term of Service: 1-Oct-08 to 30-Sep-09
- Final Total: USD 114,648.92 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, City Of Plano agrees and acknowledges that the terms of this ordering document are incorporated into City Of Plano's purchase order and that the terms of this ordering document and the terms of the Customer's agreement with us supersede the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered.

Please e-mail or fax the purchase order to Oracle per the Remittance Details provided below.

Check

If the technical support services on this ordering document will be purchased by check, the check must include the following information:

- Service Contract #: P-JD-M00553-000--70
- Term of Service: 1-Oct-08 to 30-Sep-09
- Final Total: USD 114,648.92 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, City Of Plano agrees and acknowledges that the terms of this ordering document and the terms of the Customer's agreement with us shall apply to the technical support services ordered. No terms attached or submitted with the check shall apply.

Please mail check payments per the Remittance Details provided below.

Credit Card Confirmation

If the technical support services on this ordering document will be purchased by credit card, please complete the section below and return it to Oracle per the Remittance Details provided below. Please note that Oracle is unable to process credit card transactions of USD100,000 or greater.

Service Contract #: P-JD-M00553-000--70
Term of Service: 1-Oct-08 to 30-Sep-09
Final Total: USD 114,648.92 (excluding applicable tax)

Credit Card Number

Expiration Date

Billing Address (associated with Credit Card)

City, State, and Zip (associated with Credit Card)

Authorized Signature

Name

The credit card must be valid for the entire Term of Service above. In issuing this credit card confirmation, City Of Plano agrees and acknowledges that the terms of this ordering document and the terms of the Customer's agreement with us shall apply to the technical support services ordered. No terms attached or submitted with the credit card confirmation shall apply.

REMITTANCE DETAILS

Purchase orders or credit card details for the technical support services ordered hereto should be sent to:

Attn: Derek Bishop
Oracle Support Services
Fax: 1719-757-4291
E-mail: derek.bishop@oracle.com

Checks for the technical support services ordered hereto should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle USA, Inc.
PO Box 44471
San Francisco, CA 94144-4471

All other States:

Oracle USA, Inc.
PO Box 71028
Chicago, IL 60694-1028

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/8/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Customer and Utility Services			Initials	Date
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>		8/25/08
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>		8/25/08
Agenda Coordinator (include phone #):		Nancy Rodriguez X7510			

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

CAPTION

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF 5 CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR AND PROVIDING AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	15,000	0	15,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-12,785	0	-12,785
BALANCE	0	2,215	0	2,215

FUND(S): **GENERAL FUND, NON-DEPARTMENTAL (01-215)**

COMMENTS: Funds are included in the 2007-08 Non-departmental budget for memberships and per capita assessments in various associations.

STRATEGIC PLAN GOAL: Participation in steering committees regulating utilities relates to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

This Resolution authorizes the payment of the annual per capita assessment to ACSC which is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

List of Supporting Documents:
Memorandum to City Council

Other Departments, Boards, Commissions or Agencies

MEMORANDUM

TO: Plano City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark Israelson, Director Customer and Utility Services 

DATE: September 8, 2008

Purpose of the Resolution:

Municipalities have original jurisdiction over gas utility rates and services within the city. The Atmos Cities Steering Committee ("ACSC") is composed of municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

Why this Resolution is necessary:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

1. The City is currently a member of ACSC; this paragraph authorizes the continuation of the City's membership.
2. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents (\$0.05) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.
3. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Mary Bunkley, Treasurer, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004-3231.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF 5 CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the city; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings, affecting gas utility rates; and

WHEREAS, the City is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; and

WHEREAS, upon full review and consideration of participation in the Atmos Cities Steering Committee and all matters attendant and related thereto, the City Council is of the opinion that the required assessment payment should be authorized to take such action and execute such documents as necessary to effectuate continued participation.

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

Section 1. That the City is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the City of Plano and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the City limits.

Section 2. It is further authorized to pay its assessment to the ACSC in the amount of five cents (\$0.05) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

Section 3. A copy of this Resolution and approved assessment fee payable to **"Atmos Cities Steering Committee"** shall be sent to:

Mary Bunkley
Treasurer, Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
Post Office Box 90231
Arlington, Texas 76004-0231

Section 4. 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
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/8/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Customer and Utility Services			Initials	Date
Department Head	Mark Israelson	Executive Director	<i>[Signature]</i>		8/25/08
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>		8/25/08
Agenda Coordinator (include phone #): Nancy Rodriguez X7510					

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

CAPTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AMENDING A COMMUNICATION FACILITIES LICENSE AGREEMENT APPROVED BY PLANO CITY COUNCIL ON AUGUST 9, 1999, BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND AT&T MOBILITY TEXAS LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO INSTALL, AND OPERATE TELECOMMUNICATIONS GROUND EQUIPMENT IN CERTAIN SPECIFIC PREMISES 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: 08-09	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	22,508	22,508
BALANCE	0	0	22,508	22,508

FUND(S): WATER & SEWER FUND (041)

COMMENTS: Approval of this item will result in additional Water Tower Antenna Lease revenue beginning FY 2008-09 and modifies the original rental fees and length of the original license for this location.

STRATEGIC PLAN GOAL: The periodic review, amendment, and change to water tower leases relates to the City's Goal of "Service Excellence."

SUMMARY OF ITEM

This Resolution amends an existing communications facilities license originally approved by Plano City Council on August 9, 1999, modifying rental fees and length of the original license.

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, AMENDING A COMMUNICATION FACILITIES LICENSE AGREEMENT APPROVED BY PLANO CITY COUNCIL ON AUGUST 9, 1999, BY AND BETWEEN THE CITY OF PLANO, TEXAS, AND AT&T MOBILITY TEXAS LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO INSTALL, AND OPERATE TELECOMMUNICATIONS GROUND EQUIPMENT IN CERTAIN SPECIFIC PREMISES AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council wishes to amend a communications facilities license originally approved on August 9, 1999, and to approve the amendment attached hereto as Exhibit A ("Amendment"); and

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

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

Section 1. The terms and conditions of the Amendment, 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 2. The City Manager or, in his absence, an Executive Director, is hereby authorized to execute the Amendment 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 Amendment.

Section 3. This Resolution shall become effective immediately upon its passage.

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Cell Site No. DX1053/FA#10003703
Market: Central Region/North Texas
Address: 6405 Dodge Court, Plano, Texas

FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

This FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE ("Amendment"), dated as of the latter of the signature dates below, is by and between City of Plano, having a mailing address of 4120 West Plano Parkway, Plano, Texas 75093 (hereinafter referred to as "Licensor") and AT&T Mobility Texas LLC, a Delaware limited liability company, successor to Southwestern Bell Wireless, Inc., acting in its capacity as general partner of the Dallas SMSA Limited Partnership, having a mailing address of 5405 Windward Parkway, Alpharetta, GA 30004 (hereinafter referred to as "Licensee").

WHEREAS, Licensor and Licensee entered into a Communications Facilities License dated October 6, 1999, whereby Licensor leased to Licensee certain Premises, therein described, that are a portion of the Property located at 6405 Dodge Court, Plano, Texas ("Agreement"); and

WHEREAS, Licensor and Licensee desire to modify, as set forth herein, the rent payable under the Agreement; and

WHEREAS, Lessee desires to alter and make improvements to the Property or Premises by adding three additional lines of coax cabling and six additional tower mounted amplifiers; all as indicated below and on the site plan attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Licensor and Licensee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Licensor and Licensee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Rent.** The first paragraph of Appendix "B" Payment Terms and Conditions of the Agreement is deleted in its entirety and replaced with the following:

Rental Fees shall commence to accrue and shall be due and payable on the Effective Date of this Amendment, as defined herein. Such fees shall be payable in cash, at the place designated herein for delivery of notices to the City, without demand, set-off or deduction, for any reasons whatsoever, except as otherwise provided herein. Payment shall be made in the amount of One Thousand Eight Hundred and Seventy-Five and

69/100 Dollars (\$1,875.69) per month for a total of Twenty-Two Thousand Five Hundred and Eight and 39/100 Dollars (\$22,508.39) annually.

The remaining two paragraphs of Appendix "B" Payment Terms and Conditions of the Agreement remain in effect as is.

2. **Equipment.** Lessor consents to the installation and operation of three (3) additional coax cables and six (6) Tower Mounted Amplifiers (TMAs) bearing model number KRY112 76/1, all in a manner and in accordance with the site plan attached hereto as Exhibit "A" and incorporated herein by reference.

3. **Notices.** Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Licensee: AT&T Mobility Texas LLC (for certified mail)
Attn: Network Real Estate Administration
Re: Cell Site # DX1053; Cell Site Name Spring Creek/Custer; Fixed Asset # 10003703
PO Box 1630, Alpharetta, GA 30009

AT&T Mobility Texas LLC (for overnight mail)
Attn: Network Real Estate Administration
Re: Cell Site # DX1053; Cell Site Name Spring Creek/Custer; Fixed Asset # 10003703
12555 Cingular Way, Alpharetta, GA 30004

With a copy to: AT&T Mobility Texas LLC
Attn: Legal Department
Re: Cell Site # DX1053; Cell Site Name Spring Creek/Custer; Fixed Asset # 10003703
15 East Midland Ave., Paramus, NJ 07652

If to Licensor: City of Plano
Public Works Department
Attn: Margie Stephens
4120 West Plano Parkway, Plano, Texas 75093

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Memorandum of Lease.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except

as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Amendment on the dates set forth below.

LICENSOR:

By: _____
Name: _____
Title: _____
Date: _____

LICENSEE:

AT&T Mobility Texas LLC,
a Delaware limited liability company,
by AT&T Mobility Corporation, its Manager

By: _____
Name: Kevin J. Haynes,
Title: Executive Director, North Texas
Network Operations
Date: _____

[ACKNOWLEDGEMENTS NEXT PAGE]

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LESSOR ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for and as the act of the CITY OF PLANO, of the State of Texas, Collin County, Texas, and as the _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.

Notary Public in and for the State of Texas

My Commission Expires: _____

LESSEE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Kevin J. Haynes, Executive Director, North Texas Network Operations of AT&T MOBILITY TEXAS LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said AT&T Mobility Texas LLC, and that he executed the same as the act of such Limited Liability Company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2008.

Notary Public in and for the State of Texas

My Commission Expires: _____

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 9/8/08		Reviewed by Legal <i>JS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell			Executive Director	<i>[Signature]</i> 9/7/08
Dept Signature:	<i>[Signature]</i>			City Manager	<i>[Signature]</i> 9/7/08
Agenda Coordinator (include phone #): Susan Berger (7255)					

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

CAPTION

Approving the terms and conditions of an agreement by and between the City of Plano and Maurice Barnett Geriatric Wellness Center, Inc., for administration of the Senior Transportation Program; and authorizing its execution by the City Manager or, in his absence, an Executive Director; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	100,000	100,000
Encumbered/Expended Amount	0	0	-50,000	-50,000
This Item	0	0	0	0
BALANCE	0	0	50,000	50,000

FUND(S): GENERAL FUND

COMMENTS: This item will provide funding for the administration of the Senior Transportation Program by the Geriatric Wellness Center for FY 2008-09. Expenditures will be made in the Recreation Administration cost center within the FY 2008-09 approved budget appropriations leaving \$50,000 for other contractual expenditures.

STRATEGIC PLAN GOAL: The administration of the Geriatric Wellness Center relates to the City's Goal of Service Excellence.

SUMMARY OF ITEM

Approval is recommended for the terms and conditions set forth in the agreement between the City of Plano, Texas, and Maurice Barnett Geriatric Wellness Center for administration of the Senior Transportation Program. The agreement is for a one (1) year period beginning as of the effective date of this agreement with the City. This program will service those Plano seniors 65 and older who are unable to access transportation through personal means or public/private services. This service will allow trips to businesses, grocery stores and medical services in Plano. The program will consist of mileage reimbursement and cab voucher options.

Additionally, the Maurice Barnett Geriatric Wellness Center will provide insurance.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PLANO, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE CITY OF PLANO AND MAURICE BARNETT GERIATRIC WELLNESS CENTER, INC., FOR ADMINISTRATION OF THE SENIOR TRANSPORTATION PROGRAM; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR, IN HIS ABSENCE, AN EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Agreement by and between City of Plano and Maurice Barnett Geriatric Wellness Center, Inc., a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (herein called "Agreement"); and,

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

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

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

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

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

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**FUNDING AGREEMENT BETWEEN CITY OF PLANO
AND
MAURICE BARNETT GERIATRIC WELLNESS CENTER, INC.**

The **CITY OF PLANO**, a Texas home rule municipal corporation (hereinafter referred to as "City"), and **MAURICE BARNETT GERIATRIC WELLNESS CENTER, INC.**, a Texas non-profit corporation, acting herein through its duly authorized representative (hereinafter referred to as "Contractor"), enter into this funding agreement for Administration of the Senior Transportation Program entitled Senior Rides Program.

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

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

WHEREAS, the City Council finds that the City should expend the sum of \$50,000 for the purposes outlined in the attachment entitled "Plano Senior Rides Grant Proposal" (hereinafter referred to as "Proposal", attached hereto as **Exhibit B**); and

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

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

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

1.01 Purpose/Consideration.

This Agreement provides the terms and conditions under which City will make available the sum of \$50,000, for use to support the activities outlined in attached **Exhibit A**, Specification for Plano Senior Rides Program (hereinafter referred to as "Specifications"). The City's source

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of these funds is general revenues derived from collection of property, sales and other taxes, as well as other sources. Contractor agrees to accept responsibility for guaranteeing City grant funds are used for the items in **Exhibit A**. In consideration of the City of Plano providing the funding specified for the 2008-09 fiscal year, Contractor shall abide by the terms and conditions of this Agreement.

1.02 Priority of Documents.

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

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

2.01 Contractor shall use any and all funds furnished by City under this Agreement for the purposes outlined in the Specifications, which is made a part hereof by reference and incorporated as **Exhibit A**.

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

- a. Approved by Contractor's Board, as evidenced by the official minutes of the Board authorizing the change; and
- b. Approved by the City Manager

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

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

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

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

2.04 Unexpended and unencumbered City funds that remain with the Contractor after September 30, 2009, will revert to the City.

SECTION III NON-ASSIGNMENT

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

SECTION IV INDEPENDENT CONTRACTOR

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

SECTION V
DISBURSEMENT OF FUNDS

5.01 The City will disburse all funds provided under this Agreement by or near October 15, 2008.

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

5.03 Failure to comply with the monthly reporting requirements as outlined in Section 5.07 of this agreement below, including submittal of an executed certificate of compliance, shall result in funds being withheld from disbursement to the Contractor until a properly prepared report is submitted to the City as required.

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

5.05 Failure to submit an Employee Dishonesty Bond as required in Section VII of this agreement when applicable shall result in funds being withheld from disbursement to the Contractor until it is submitted to the City as required.

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

5.07 Reporting Requirements.

Within ten (10) days of the close of each preceding month of the contract term, Contractor agrees to provide financial statements to the Contract Administrator sufficiently describing the expenditure of funds provided by the City to be compared against the line item budget as submitted in the Proposal, as well as a description of program goals achieved and/or progress of same for the preceding quarter. These reports shall contain a Certificate of Compliance with notarized signatures of two members of Contractor's executive board or, in the alternative, one member of Contractor's executive board and the executive director. Reports submitted without required notarized signatures will be rejected and considered incomplete.

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

SECTION VI**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

SECTION VII**INSURANCE REQUIREMENTS/INDEMNIFICATION****7.01 Insurance.**

At its own expense, Contractor agrees to maintain during the term of this Agreement, or any extension thereof, insurance in the type and amounts as shown in **Exhibit E.** Additionally, this insurance must specifically cover any and all activities occurring on City property, including

those activities of Contractor's employees, volunteers, vendors, contractors, or subcontractors. Contractor must provide proof of this insurance to the Contract Administrator within ten (10) days of execution of this Agreement. A properly executed certificate of insurance issued by Contractor's insurance agency is sufficient proof of insurance. Contractor must maintain a current copy of the certificate(s) and provide proof of its current insurance to City throughout the entire term of this Contract.

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

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

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

7.03 Indemnification.

Contractor shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including

attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Contractor is legally responsible (hereinafter "Claims"). Contractor must defend City against all such Claims.

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

SECTION VIII TERM

8.01 The term of this Agreement is October 1, 2008, through September 30, 2009. At the expiration of this Agreement, the Contractor shall have the continuing obligation to complete any unfulfilled terms and conditions of this Agreement, including the submission of a final written report to the City and any other requested written documentation verifying Contractor's compliance with the terms of this Agreement.

SECTION IX TERMINATION

9.01 Each party shall have the right to an early termination of this Agreement by giving the other party written notice thirty (30) days before the desired early termination date. After a

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notice of early termination, Contractor may use City funds only for costs incurred before the notice of termination date. Contractor, however, must return to the City the unused balance of any funds disbursed to the Contractor pursuant to this Agreement within ten (10) days of either an early termination or at the end of the Agreement term.

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

SECTION X MISCELLANEOUS

10.01 Entire Agreement.

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

10.02 Authority

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

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

10.03 Successors and Assigns

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

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10.04 Notice.

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

City – Contract Administrator
Parks and Recreation Department
Attention: Colette Hall
1409 Avenue K
Plano, Texas

Contractor
Maurice Barnett Geriatric Wellness Center, Inc.,
Attention: Carolyn Rice
401 West 16th Street, Suite 600
Plano, Texas 75075

10.05 Paragraph Headings.

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

10.06 Interpretation of Contract.

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

10.07 Venue.

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

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**IN TESTIMONY OF WHICH THE PARTIES HERETO AFFIXED THEIR SIGNATURES
ON THIS THE _____ DAY OF SEPTEMBER, 2008.**

**MAURICE BARNETT GERIATRIC WELLNESS
CENTER, INC.**

BY: _____
Carolyn Rice
EXECUTIVE DIRECTOR

CITY OF PLANO, TEXAS

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2008 by **CAROLYN RICE**, Executive Director of **Maurice Barnett Geriatric Wellness Center, Inc.**, a non-profit corporation, on behalf of said corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

Notary Public in and for the
State of Texas

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EXHIBIT A**SPECIFICATIONS FOR PLANO SENIOR RIDES PROGRAM**

Plano Senior Rides Program is a transportation program for Plano senior citizens 65 and older to be run as a mileage reimbursement and taxi cab voucher program.

Administer Plano Senior Rides including but not limited to the following:

- along with the City of Plano staff, set the parameters and rules of the program
- become the point of contact for the program
- all advertising and marketing
- determine with the City of Plano the eligibility requirements of participants
- develop, maintain and distribute trip logs to mileage reimbursement participants
- check trip logs for accuracy
- submit a check request with a participant list to City of Plano for participant reimbursement
- receive invoice, used vouchers and taxi destination logs to check for accuracy
- submit a check request to the City of Plano to pay the taxi
- sell taxi coupon booklets and deposit money daily with the Senior Center
- submit an approved formatted monthly report no later than ten (10) business days from the first of the month.
- do not match a senior participant with a potential driver
- use only the taxi company approved by the city
- any changes must be discussed with the City of Plano staff

EXHIBIT B

Plano Senior Rides Grant Proposal

Maurice Barnett Geriatric Wellness Center, Inc.

dba Geriatric Wellness Center of Collin County

Address: 401 West 16th Street, Suite 600, Plano, Texas 75075

Phone: (972) 941-7335

Fax: (972) 516-4870

Director's Name/Title:

Name: Carolyn Rice, RN, MSN, MPA

Title: Executive Director

Director's Contact Information:

Phone: (972) 941-7335

E-mail: carolyn.rice@gwccc.org

Contact Person Name/Title:

Name: Elizabeth Kent, LMSW

Title: Social Worker

Contact Person's Information:

Phone: (972) 941-7335

E-mail: elizabeth.kent@gwccc.org

Introduction

Like other areas of the United States, Texas is feeling the effects of a burgeoning older adult population. Plano is no exception to this trend. According to the North Central Texas Area Agency on Aging 2008-2010 Area Plan, the number of North Central Texans age 60 and over is projected to increase by 90.7%, exceeding growth rates in all other parts of the State during the next 10 years. The senior population of Plano is expected to more than double during this same time period. So, where would a suburban Plano senior citizen who can (or should) no longer drive a car, go to obtain needed direction in managing their everyday needs such as transportation? Our organization is frequently referred to older adults who are unfamiliar with how to get their needs met. The Geriatric Wellness Center of Collin County is a 501©3 organization whose mission is to help older adults achieve the highest level of physical and mental well-being. To that end, the Wellness Center was established 28 years ago to provide health and wellness services for older adults (55 years of age and older) and their caregivers. The Wellness Center provides maintenance and preventive health care, therapeutic counseling, information and referral, medical equipment lending, and post hospital volunteer support/transportation. Because of the professionalism of our staff, Plano-specific knowledge of the transportation needs/requests of the target clientele, and this long term presence in the community, we feel confident that we have the tools necessary to administer the City of Plano's new innovative transportation program that will enhance services to our senior citizens, as well as serve as a model to be replicated in other suburban communities in the United States.

Administration

The Geriatric Wellness Center of Collin County supports the City's development of a two-tiered pilot transportation program which we propose to call Plano Senior Rides. This program will

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offer City of Plano seniors options to address the need for flexible, time-sensitive, and accessible transportation needs. Plano Senior Rides will strive to provide transportation options that are proportionate to level of need. The Wellness Center will be the main contact for those Plano seniors that are unable to access transportation through other personal avenues or public/private services and will thus complement the existing transportation providers. The Plano Senior Rides will consist of mileage reimbursement and cab voucher option. The Wellness Center will administer the program by providing administrative staff, marketing the program, and all administrative duties as specified by the City of Plano.

Staff

The staff involved in the project will include volunteer and staff administrative support and two social workers. Our existing social worker, Elizabeth Kent, will serve in a development/consultation role. A John A. Hartford Foundation fellowship recipient, Ms. Kent has a Master's Degree in Social Work with a specialization in Geriatrics and has worked in a variety of medical and institutional settings, thus having a broad understanding of the capabilities and limitations of older adults. Ms. Kent presently supervises the aforementioned post-hospitalization program and is familiar with how to access and manage volunteer resources to serve senior citizens. With this grant, we intend to hire another social worker who will screen and process transportation requests. Seniors who lack transportation support often have additional resource needs. Our existing nursing and front desk staff can assist with any medical concerns/referrals needed based on the type of physical impairment experienced, while our current clinical social worker can provide counseling support to the inquiring senior and/or their caregivers as needed. The agency is overseen by Carolyn Rice RN, MSN, MPA. Ms. Rice is a former Program Coordinator for Agency Operations for the Utah State Unit on Aging and also served as a Texas delegate to the White House Conference on Aging in 2005. A senior herself, Ms. Rice's

experience and passion in serving seniors is evident in her service to the older adults of our area.

Marketing and Outreach

As an established senior citizen entity, the Geriatric Wellness Center of Collin County has strong relationships with, and a presence in, nearly every senior center in the County. Our co-location inside the Plano Senior Center not only allows for accessibility, but also makes our center a natural conduit for any senior-related community resource inquiry---a senior "one stop shop". The Wellness Center also provides services in low- to mid-income senior housing complexes in Collin County and the City of Plano. Further, the extensive hospital, nursing home, and home health care referrals will serve as effective mediums to advise senior citizens of this important transportation service. The Wellness Center will collaborate with the City of Plano to ensure that information about the transportation program is available via the City of Plano website, as well as disseminated through various avenues. In addition, the Wellness Center routinely works with local media to educate seniors about available services, including the Plano Senior Center newsletter. The Wellness Center will also work in conjunction with other non-profits and faith-based organizations to inform those seniors that may not be reached through the aforementioned means. In addition, the Wellness Center will contact existing volunteers and faith-based partners to further explore the feasibility of having screened, trained lay volunteers serve as educators and companions on presently available modes of transportation (i.e. light rail), so that seniors can explore these options safely, as well as serve as referral sources for volunteer drivers if a senior is unable to locate one through the mileage reimbursement service.

Outcomes and Evaluation

We anticipate serving at least 60 senior citizens within the City of Plano with transportation that they find accessible, but also effective in meeting their critical medical and sustenance needs. We will strive for the outcome of 80% of eligible seniors being provided with transportation that meets their independent living needs. This data will be collected by survey response of participants. The surveys will be collected by telephone, as well as by mail. Staff will also collect surveys from referral partners to determine their level of satisfaction with the program. The 24 month outcome will be based on the results of the 12 month outcome, but may include such things as: increased number of participants; increased number of referral partners; and increased funds/infrastructure/staffing to support such a project.

Timeline

Submit work plan: -----October 2008

Recruit and train program coordinator: -----October 2008

Develop disbursement system with the City of Plano: -----October 2008

Develop client forms with the City of Plano: -----October 2008

Begin ongoing marketing: -----October 2008

Conduct outreach with various referral stations/
community stakeholders/existing volunteers: -----October 2008

Accept first clients: -----November 2008

First Quarterly Report: -----January 2009

Second Quarterly Report: -----April 2009

Third Quarterly Report: -----July 2009

Evaluate program effectiveness/determine
future programming direction and funding: -----July 2009

Fourth Quarter & Final Report: -----October 2009

EXHIBIT C**GENERAL CONDITIONS OF AGREEMENT**

The Contractor agrees to the following general conditions:

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

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

EXHIBIT D

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §
COUNTY OF _____ §
§

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

Notary Public, State of _____

EXHIBIT E

INSURANCE

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

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

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

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

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/8/08	Reviewed by Legal <i>JM</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Building Inspections		Initials	Date
Department Head	Selso Mata	Executive Director	<i>[Signature]</i>	<i>8/27/08</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>9/22/08</i>
Agenda Coordinator (include phone #):		Diana Gallegos 5993		

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 2004-8-13, CODIFIED AS ARTICLE IX, ELECTRICAL CODE, OF CHAPTER 6 OF THE CODE OF ORDINANCES OF THE CITY OF PLANO; ADOPTING THE 2008 NATIONAL ELECTRICAL CODE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This ordinance will adopt the most recent version of the National Electric code, published by the National Fire Protection Association and includes the regional amendments which have been developed by the North Central Texas Council of Governments. Public review of the 2008 NEC was afforded at the Building Standards Commission on October 11, 2007 and August 19, 2008. The Commission voted unanimously to forward this code and amendments to the City Council for adoption as the Electric Code for the City of Plano.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies
Building Standards Commission

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING ORDINANCE NO. 2004-8-13, CODIFIED AS ARTICLE IX, ELECTRICAL CODE, OF CHAPTER 6 OF THE CODE OF ORDINANCES OF THE CITY OF PLANO; ADOPTING THE 2008 NATIONAL ELECTRICAL CODE; PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A PENALTY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, on August 9, 2004, by Ordinance No. 2004-8-13, the City Council of the City of Plano adopted the 2002 Edition of National Electrical Code as the Electrical Code of the City, and such Ordinance was codified as Section 6-275 of Article IX, Electrical Code, of Chapter 6 of the Code of Ordinances of the City of Plano; and

WHEREAS, on October 11, 2007 and August 19, 2008 the Building Standards Commission held public hearings to discuss the adoption of the 2008 National Electrical Code, a publication of the National Fire Protections Association, along with the appendices of such Code, and to receive input from the general public and all persons who may be affected by the proposed adoption; and

WHEREAS, upon the recommendation of the Building Standards Commission and upon full consideration of all matters attendant and related thereto, the City Council is of the opinion that the 2008 Edition of the National Electrical Code, and the local amendments thereto, should be approved and adopted as the Electrical Code of the City.

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

Section I. The following ordinances or sections thereof, all of which are codified as Article IX, Electrical Code, of Chapter 6 of the Code of Ordinances of the City of Plano, are hereby repealed:

Ordinance No. 2004-8-13, duly passed and approved by the City Council of the City of Plano on August 9, 2004.

Section II. Article IX of Chapter 6 of the Code of Ordinances of the City of Plano, Texas, is hereby replaced to read as follows:

Article IX. ELECTRICAL CODE

DIVISION 1. GENERALLY

Sec. 6-271. Penalty.

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.

Sec. 6-272 Adopted.

The 2008 edition of the National Electrical Code, as published by the National Fire Protection Association, a copy of which is on file in the office of the City Secretary, is hereby adopted and designated as the Electrical Code of the City to the same extent as if such code were copied verbatim in this Article.

Sec. 6-273. Short title.

The title of this Article shall be the "Electrical Code of the City of Plano," and it may be cited as such.

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Sec. 6-274. Definitions.

For the purposes of this Article certain terms, phrases, works and their derivatives shall be defined and meanings construed as set out in this section.

Authorized person means an individual or authorized representative of a firm or corporation who is currently licensed under the provisions of this Article to do the work as permitted under the specific provisions of this Article.

Board means the Building Standards Commission as constituted in this Article.

Electrical construction means and includes all work and material used in installing, maintaining and extending a system of electrical wiring and all appurtenances, apparatus, and equipment used in connection therewith, inside of or attached to any building or structure, lot or premises.

Electrical contractor means any person engaged in the business of installing, maintaining or altering, by contract, electrical conductors or equipment.

Electrician means a person who is engaged in the work of electrical construction, maintenance, or repair and who is qualified under the terms and provisions of this Article.

Inspector means an individual who has been designated by the City as an Electrical Inspector.

Kitchen means an area with a sink and permanent facilities for food preparation and cooking.

Maintenance means the act of keeping in a state of safe operating condition any conductor or piece of equipment used inside or outside, attached or connected to any building electrical system by replacement of units or elements thereof, but shall not include extensions of, or additions or alterations to an existing system or branch thereof.

Owner means any person, firm, partnership, or corporation holding legal title to or in any real property, building, or premises within the City limits.

Plans Examiner means an individual who has been designated by the City of Plano to perform code review on plans submitted to the Building Inspections Department for permitting.

Registered (Licensed) means that the person has made application to the Building Inspections Department and has satisfied the department that the person is qualified to do the work stated in the application, the necessary registration fees to date have been paid, and that the person's name is carried in the records of the Electrical Inspector as a person authorized to do electrical work as defined in this Article.

Repair means the act of restoring to a safe and sound condition as an operating unit or element any conductor or piece of equipment used either inside or outside, attached or connected to a building electrical system, but shall not include extensions of or additions to an existing system or branch thereof.

Special permission means the written consent of the Electrical Inspector. Such permission shall be based upon a reasonable interpretation of this Article with respect to a specific problem where a strict interpretation would create an injustice.

Texas Department of Licensing and Regulation (TDLR) is the umbrella licensing agency for the State of Texas that is responsible for regulating the Texas Electrical Safety and Licensing Act.

Division 2. AMENDMENTS

Sec. 6-275.

110.2 Approval. The conductors and equipment required or permitted by this *Code* shall be acceptable only if approved. Examination of equipment shall be limited to a visual inspection only for damage or modifications to equipment. Equipment located in hazardous locations other than those covered under Article 505 shall be listed and labeled or shall require a field evaluation by a nationally required testing laboratory. Kitchen equipment shall be listed and labeled or shall require a field evaluation by a nationally required testing laboratory.

110.3 Examination, Identification, Installation, and use of Equipment.

(A) Examination. Examination of equipment shall be limited to a visual inspection only for damage or modifications to equipment.

210.8 (B)(5) Exception No 2 to (5): For receptacles located in the patient care areas of hospitals, ambulatory health care facilities, and limited care facilities other than those covered under 210.8(B)(1), GFCI protection shall not be required.

230.71 Maximum Number of Disconnects.

(A) General. The service disconnecting means for each service permitted by 230.2, or for each set of service-entrance conductors permitted by 230.40, Exception Nos. 1, 3, 4, or 5, shall consist of not more than six switches or sets of circuit breakers, mounted in a single enclosure, in a group of separate enclosures, or in or on a switchboard. There shall be no more than six sets of disconnects per service grouped in any one location. For the purpose...{text unchanged}...shall not be considered a service disconnecting means.

Exception: Multiple-occupancy buildings. Individual service disconnecting means is limited to six for each occupant. The number of individual disconnects at one location may exceed six.

250.30 (A)(4)(2); is amended with the addition of the following sentence; The connection of the grounding electrode conductor to metal water piping shall be ahead of any water shut off valve located on the interior side of the building or structure.

250.50; is amended with the addition of the following sentence; Any building or structure supplied by a service or feeder with a foundation, footing or piers shall have either a concrete encased electrode, ground ring consisting of at least 20ft of bare copper 1/0 AWG buried in a trench at least 30 inches deep, or chemical electrode installed.

250.64 (B); is amended with the following sentence; Grounding electrode conductors installed on the exterior of a building or structure shall be protected by a non-flexible raceway.

Section 300.11 add an exception.

300.11 Securing and Supporting.

(A) Secured in Place. Raceways, cable assemblies, boxes, cabinets, and fittings shall be securely fastened in place. Support wires that do not provide secure support shall not be permitted as the sole support. Support wires and associated fittings that provide secure support and that are installed in addition to the ceiling grid support wires shall be permitted as the sole support. Where independent support wires are used, they shall be secured at both ends. Cables and raceways shall not be supported by ceiling grids.

Exception: Ceiling grid support wires may be used for structural supports when the associated wiring is located in that area, not more than two raceways or cables supported per wire, with a maximum nominal metric designation 16 (trade size ½").

Section 310.15(B)(6) change to read as follows:

310.15 Ampacities for Conductors Rated 0-2000 Volts.

(B) Tables.

(6) 120/240-Volt, 3-Wire, Single-Phase Dwelling Services and Feeders. For dwelling units, conductors, as listed in Table 310.15(B)(6), shall be... {text unchanged}...provided the requirements of 215.2, 220.61, and 230.42 are met. This Section shall not be used in conjunction with 220.82.

Section 500.8 change to read as follows:

500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

FPN No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

FPN No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

FPN No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

(1) Equipment listing or labeling
(2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation

(3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation or an engineering judgment signed and sealed by a qualified Licensed Professional Engineer.

FPN: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

Section 505.7(A) changed to read as follows:

505.7 Special Precaution.

Article 505 requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

FPN No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to the installation and maintenance of electrical equipment in hazardous (classified) locations.

FPN No. 2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

(A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by qualified Licensed Professional Engineer.

Section 680.25(A) changed to read as follows:

680.25 Feeders.

These provisions shall apply to any feeder on the supply side of panelboards supplying branch circuits for pool equipment covered in Part II of this article and on the load side of the service equipment or the source of a separately derived system.

(A) Wiring Methods. Feeders shall be installed in rigid metal conduit, intermediate metal conduit, liquidtight flexible nonmetallic conduit, rigid polyvinyl chloride conduit, or reinforced thermosetting resin conduit. Electrical metallic tubing shall be permitted where installed on or within a building, and electrical nonmetallic tubing shall be permitted where installed within a building or nonmetallic-sheathed cable or type SE cable shall be permitted where installed within or on the building served. Aluminum conduits shall not be permitted in the pool area where subject to corrosion.

Exception: An existing feeder between existing remote panel board and service equipment shall be permitted to run in flexible metal conduit or an approved cable assembly that includes an equipment grounding conductor within its outer sheath. The equipment grounding conductor shall comply with 250.24(A)(5).

Sec. 6-276-6-279 Reserved.

Sec. 6-280. Electrical signs.

All electrical display signs shall meet the requirements of other sections of this Article and any rule or regulation of any other ordinance or code issued by authority of the governing body of the City and the National Electrical Code, and shall be constructed

and installed in accordance with the special regulations set forth in this section. Permits for installation of signs shall be obtained from the Building Inspections Department before any signs are installed. Permit fees shall be obtained and paid for in the manner and in the amount set forth in the fee schedule as adopted by the City Council.

Sec. 6-281. Supervision of work; limitation on employment of apprentices.

(a) In the actual work of installing, maintaining, altering or repairing any electric conductors or equipment for which this Article or other ordinance requires a permit, there shall be present and in direct supervision a qualified electrician of the proper classification. An electrical contractor or master electrician shall be liable and responsible for layout and technical supervision of any work which requires a permit and a journeyman or higher classified grade electrician shall be in direct "on the job" supervision of work carried on specified in this Article. Should it come to the attention of the Electrical Inspector or his assistants that such supervision and control are not being maintained, the Inspector may order the work to be discontinued and the person to whom the permit has been issued shall discontinue further work until proper supervision has been employed or supplied. Nothing in this section shall be construed as prohibiting the employment of apprentices assisting a person duly registered and qualified under the provisions of this Article. It shall be unlawful to have more than four (4) apprentice electricians working under the supervision of a duly registered person on any one job.

(b) A homeowner may personally install electrical conductors or equipment within his place of residence if the owner applies for and receives a permit, pays required fees, does work in accordance with this code, and applies for an inspection. Work performed by a homeowner, under the provisions of this section must be done by himself on homestead premises owned and occupied by him without

compensation. The homeowner shall not employ another person to assist him in any way on work done under the provisions of this section.

Sec. 6-282. Inspection and approval or rejection of rough work.

(a) When the rough wiring or installation work authorized by a permit issued under this Article is complete on any permit issued under this Article, the person responsible therefore shall notify the Electrical Inspector that the job is ready for inspection giving proper identification of the work and address. The Electrical Inspector shall then make an inspection of the electrical installation within twenty-four (24) hours from the time of notification (exclusive of Saturdays, Sundays and legal holidays).

(b) If such wiring or installation work has been installed in accordance with the terms or provisions of this Article, the Electrical Inspector shall sign an Inspection Notice noting thereon the date of approval of the work. More than one (1) rough inspection may be made without charge when the progress of construction requires such inspection.

(c) If the electric wiring or installation of fixtures or equipment inspected under this section is found to be faulty or incorrectly or defectively installed, the Electrical Inspector shall attach an Inspection Notice showing rejection of the work and make available to the responsible person who installed such work information as to the changes necessary to be made in order that the work may conform to this Article. The person responsible for such work shall, within twenty-four (24) hours from the time of notification; make or start to make changes ordered and shall proceed with the work until the same is completed. Upon completion thereof, he shall notify the Electrical Inspector to the effect that the defective work has been corrected. The latter then shall cause a reinspection to be made, and if the work is found to comply with this Article he shall sign the inspection card noting thereon the date of approval of the work. If the Electrical Inspector shall again find the work incorrectly installed, they shall notify the responsible person of the necessary changes and shall again reinspect the work. If the responsible electrician does not make the required changes before the permit expires, Contractor Registration shall be cancelled and the inspector shall refuse to issue to any such person any further permits until the work in question is corrected and approved.

Sec. 6-283. Final Inspection and approval or rejection of new work.

Upon completion of all electrical wiring or installations of fixtures or equipment in any building or on any premises for which a permit has been issued under this Article, the permittee shall notify the Electrical Inspector that the work is ready for final inspection, giving the permit number and street address. The Electrical Inspector shall then cause inspection to be made within twenty-four (24) hours from time of notification (exclusive of Sundays and legal holidays). If any faulty wiring or equipment is found, the electrician in charge shall be notified of the changes to be made in order that such work shall conform to this Article. If such work is found to be correctly installed, replaced or repaired, the Electrical Inspector shall endorse his approval upon the inspection certificate stating that the wiring and installation work has been installed in accordance with the provisions of this Article.

Sec. 6-284. Work not to be covered until approved.

It shall be unlawful for any person to cover or cause to be covered any part of a wiring installation with flooring, lath, wallboard, or other material until the Electrical Inspector has approved the wiring installation, in part or as a whole, as required by this Article.

Sec. 6-285. Connection prior to issuance of certificate of approval.

(a) It shall be unlawful for any person to make connections from a source of electrical energy to any electrical wiring, devices or equipment on an installation for which a permit is required by this Article, until a certificate of approval has been issued by the Electrical Inspector authorizing such connection, and the use of such wiring, devices or equipment.

(b) It shall be unlawful for any person to make connections from a source of electrical energy to any electrical wiring, devices or equipment which has been disconnected by order of the Electrical Inspector or the use of which has been prohibited for reasons set forth in this Article until a certificate of approval has been issued by the inspector authorizing the reconnection and use of such wiring, devices or equipment.

Sec. 6-286. Removal of abandoned wire and unused poles and apparatus.

It shall be the duty of the Electrical Inspector to cause all abandoned wire, unused poles or electrical apparatus on the outside of the building or in streets or alleys to be removed at the expense of the owners thereof by giving such owners written notice.

Sec. 6-287. Inspections of existing installation – complaint driven.

Upon receipt of a complaint of suspected violations of this Article, the Electrical Inspector shall inspect/reinspect electric wiring, electric devices and electric equipment previously installed, or that may be installed in any building of the City and within the scope of this Article. If the installation of any such wiring, devices or equipment is found to be defective, dangerous or in an unsafe condition, the Electrical Inspector shall notify the owner in writing of such condition. The person owning, using or operating the same shall make the necessary repairs or changes required to place such wiring, devices or equipment in a safe condition, within five (5) days or any longer period specified by the Electrical Inspector. The Electrical Inspector shall immediately order the disconnection or discontinuance of electrical service to such wiring, device or equipment until the same has been made safe as directed.

Sec. 6-288. Unauthorized alternation of conductors or equipment.

It shall be unlawful for any unauthorized person to, in any manner, change or alter electrical conductors or equipment in or on any building. If, in the course of erecting a building or structure, electrical conductors or equipment have previously been installed in such a position as to interfere with the erection or completion of the structure, notice shall immediately be given the authorized person or firm using the electrical conductors or equipment, and shall be required to accomplish this needed change in accordance with this Article.

Sec. 6-289. Service of notices or orders.

If the person to whom any order or notice issued pursuant to the provisions of this Article is directed, cannot be found after reasonable search has been made, such order or notice may be served by posting the same in a conspicuous place upon the premises occupied by him or where the defects recited in the order or notice are alleged to exist, or on the premises which may be deemed unsafe or dangerous. Such service shall be equivalent to personal service of such order or notice. Any order to comply with the terms of such order or notice may be sent by mail in a sealed envelope with postage prepaid and directed to the address of the electrician, owner, lessee or occupant of the premises where the defects recited in the order are alleged to exist, and shall be equivalent to personal service of such order.

Sec. 6-290. Modification or waiver.

The electrical regulations of this Article may be modified or waived in writing by the Electrical Inspector pursuant to Section 90-4 of the Electrical Code as amended when such modification or waiver is reasonable and does not differ from the intent of this Article and does not create an injustice. In all cases such waiver shall be obtained from Electrical Inspector prior to starting the work, and a copy of the waiver shall be filed in the office of the Electrical Inspector. A denial of such a waiver may be appealed to the Building Standards Commission.

Sec. 6-291. Liability of City and owner of property for damages.

The regulations of this Article shall not be construed to relieve from or lessen the responsibility or liability of any person owning, operating or installing electrical conductors, devices, appliances, fixtures, apparatus, motors, or equipment for damages to persons or buildings caused by any defect therein by reason of the inspection authorized in this Division or the certificate of approved inspection issued by the electrical inspection section as provided in this Division. The City shall not be held liable for any damages by reason of the enforcement of this Article.

Sec. 6-292. Liability of Electrical Inspectors.

Where action is taken by the Electrical Inspectors to enforce the provisions of this Article, such acts shall be done in the name of and on behalf of the City, and the inspectors, in so acting for the City, shall not render themselves personally liable for any damage which may accrue to person or property as a result of any act committed in the discharge of their duties.

Secs. 6-293 – 6-300. Reserved.

DIVISION 3. APPLICATION

Sec. 6-301. Compliance generally.

(a) The provisions of this Article shall apply to all installations of and work done on electrical conductors, fittings, devices, motors, controls, appliances, fixtures, electronic devices, signs and gaseous tubing, within or on public and private buildings and premises, with exceptions as provided in this Article.

(b) All installations of electrical conductors or equipment and all existing installations which are altered shall conform to the requirements for a sufficient and safe electrical structure and system under this Article.

(c) Repair and maintenance work shall be such that if any electrical conductor or equipment is removed and later replaced, the same shall be replaced in accordance with the provision of this Article

Sec. 6-302. Radio and television transmitting equipment.

The provisions of this Article shall apply to electrical equipment used for supplying electrical power for radio transmission in amateur radio transmitting stations and shall apply to all electrical equipment used for power supply to radio and television transmitting equipment, but shall not apply to other electrical equipment used for radio transmission.

Sec. 6-303. City, county and school districts departments and buildings.

The various departments and buildings of the City, the County, and of the Plano Independent School District shall be subject to the provisions of this Article, but shall be exempt from the requirements of fees.

Sec. 6-304. Low voltage conductors and equipment.

This Article shall not apply to low voltage, electrical conductors or equipment when served from a source of supply which is limited by design or construction, other than fuses, so that the voltage shall never exceed fifty (50) volts, and so that current in excess of ten (10) amperes on short circuit would not be possible.

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Secs. 6-305 – 6-317. Reserved.

DIVISION 4. ELECTRICAL INSPECTOR

Sec. 6-318. Powers generally.

The Electrical Inspector shall have the following powers:

- (1) To enforce the provisions of this Article and issue citation to any person who violates any of such provisions.
- (2) To enter any house by due process of law, if necessary, during reasonable hours, to examine any electrical wiring or installation of electrical wiring, fixtures or equipment therein, in the performance of his official duties.
- (3) To order the electric disconnection of service where improper or defective wiring exists or where electrical construction or equipment has been installed without a permit as required in this Article.
- (4) To order compliance with provisions of this Article where a change of occupancy occurs in a building which requires changes or alterations to existing wiring.
- (5) To disconnect electrical service or services in cases of emergency where necessary, for safety of persons or property or where electrical equipment may interfere with the work of the fire department.
- (6) To attach to electrical equipment or electrical meters any official notice or seal which might be necessary to prevent the use of electricity. It shall be unlawful for any person to use any such seal or break, change, destroy, tear, mutilate, cover or otherwise deface or injure any such notice or seal posted by an Electrical Inspector.

Sec. 6-319. Special rulings

If a special ruling by the Electrical Inspector is necessary to govern electrical construction of some particular occupancy or building not covered by this chapter or by the National Electrical Code, as approved by the National Fire Protection Association and adopted in this Article, whereby all wiring for similar types of occupancy or building will be changed in the future, a copy of such ruling shall be filed in the office of the Electrical Inspector, and such special ruling shall be approved by the Board before it becomes effective.

Sec. 6-320 Conflicts of Interest

It shall be unlawful for City Electrical Inspectors to engage in the business of the sale, installation or maintenance of electrical conductors, devices, appliances, fixtures, or other electrical equipment, either directly or indirectly, and they shall have no financial interest in any concern engaged in such business at any time while in the employ of the City as an Electrical Inspector without prior approval by the Department Head.

Secs. 6-321 – 6-326. Reserved.

DIVISION 5. REGISTRATION (LICENSING) OF ELECTRICIANS

Sec. 6-327. Required.

(a) It shall be unlawful for any person to engage in the business of installing, maintaining, altering or repairing any wiring, fixtures, or equipment used for conducting electricity for which a permit is required by this Article, or for any person to in any manner undertake to execute such work, unless such person is licensed in accord with the Texas Department of Licensing and Regulation (TDLR) and has a current certificate of registration per Sec. 6-328.

(b) Only persons who are employed by a registered electrical contractor or a registered electrical sign contractor with the appropriate license category may perform electrical work under the supervision of the master electrician, or master sign electrician whichever is applicable.

(c) Persons who are not licensed electricians may carry out the following classes of work:

(1) The replacement of lamps, fuses and connection of portable devices to suitable receptacles, which have been permanently installed;

(2) The installation, alteration or repairing of any wiring, devices or equipment for the operation of a signal or the transmission of intelligence, where such wiring, devices, appliances, or equipment are operated at a voltage not exceeding fifty (50) volts between conductors and do not include generating equipment;

(3) The installation, alteration or repair of electrical wiring, devices, appliances and equipment by or for an electrical public service corporation operating under a franchise from the City when for the use of such corporation in the generation, transmission, distribution or metering of electrical energy or for the use of such a corporation in the operation of street railways, signals or transmission of intelligences as specified in Sec. 6-302.

Sec. 6-328. Classifications

There shall be two (2) classes of local electrical registration as follows:

- (1) Electrical Contractor Registration;
- (2) Electrical Sign Contractor Registration;

Sec. 6-329. Application.

(a) *Generally.* To secure a certificate of registration, as a qualified and competent electrician in either of the classes set out in this Division, an application shall be made in writing and addressed to the Building Inspections Department. The application shall show the applicant's name and address, and such other information as may be prescribed by the Building Inspections Department and shall be made out on forms available in the office of the Electrical Inspector.

(b) *Electrical Contractor.* An applicant for a certificate of registration as an electrical contractor shall file with the application an affidavit setting forth the name of the person who is the owner of the business, his address and that of the place of business; or if the business is a firm, partnership or corporation, the names of officers who own or operate the business and their addresses, the address of the business, and the name and address of the person who shall be responsible for the conduct and in charge of the business for all work done under this Article. The applicant shall further state the method of supervision of work to be contracted by the firm and the name of the registered Master Electrician who is

legally proficient as specified in this Article, and shall be responsible for the actual installation, repair and/or maintenance of the electrical conductors and equipment which is to be carried on by the person, firm or corporation

(c) *Electrical Sign Contractor.* An applicant for a certificate of registration as an electrical sign contractor shall file with the application an affidavit setting forth the name of the person who is the owner of the business, his address and that of the place of business; or if the business is a firm, partnership or corporation, the names of officers who own or operate the business and their addresses, the address of the business, and the name and address of the person who shall be responsible for the conduct and in charge of the business for all work done under this Article. The applicant shall further state the method of supervision of work to be contracted by the firm and the name of the registered Master Sign Electrician who is legally proficient as specified in this Article, and shall be responsible for the actual installation, repair and/or maintenance of the electrical conductors and equipment which is to be carried on by the person, firm or corporation.

Sec. 6-330. Fees.

The fees for registration of qualified contractors of both classes shall be payable to the City at the Building Inspections Department as set out in the fee schedule as adopted by the City Council.

Sec. 6-331. Reserved

Sec. 6-332. Expiration and renewal of certificates.

(a) A certificate of registration issued under this Division shall expire one (1) year after the date of issue.

(b) Renewal of a certificate of registration shall be accomplished by payment of the fee prescribed by this Division and issuance of a receipt signed by the City Secretary extending the validity of the corresponding numbered certificate for one (1) year only. A new application shall be required for reinstatement of a certificate of registration if the required renewal fee is not paid within six (6) months from the expiration date.

Sec. 6-333. Reserved

Sec. 6-334. Certificates of registration not transferable.

A certificate of registration issued under this Division shall not be transferable. It shall be unlawful for any person to lend, rent or transfer his certificate of registration or any rights there under to any other person, or for any person to make use of any such rights which are not actually his own.

Sec. 6-335. Reserved

Sec. 6-336. Altering certificate or card.

It shall be unlawful for any person other than the Electrical Inspector at the direction of the Building Inspections Department to alter or amend in any manner any registration certificate issued under this Division.

Sec. 6-337. Cards to be carried on person and exhibited upon request.

Every holder of a license issued by the Texas Department of Licensing and Regulation (TDLR) shall carry the license on their person at all times while doing electrical work and shall produce and exhibit it when requested by an Electrical Inspector or proper official of the City.

Sec. 6-338. False representations as to registration.

It shall be unlawful for any person to falsely represent themselves as a registered electrician of any class set forth in this Division or to use the words "electrical contractor," "electrical sign contractor", or words of similar import or meaning on signs, cards, stationery, or by any other manner whatsoever, unless such person is properly registered within the meaning of the words used as provided in this Article.

Sec. 6-339. Record of certificates

The Building Inspections Department shall keep a record of the name and place of business of all persons to whom registration certificates have been issued under this Division, provided that the Department shall not be responsible for the record of any person whose registration has not been renewed or has lapsed for a period in excess of twenty-four (24) months.

Sec. 6-340. License not transferable.

It shall be unlawful for any licensed master electrician, or master sign electrician to allow their license to be used by another electrician to permit any job of electrical wiring in the City.

Sec. 6-341. Suspension or revocation of certificate.

(a) The Chief Building Official or his designee shall have the power to temporarily suspend the certificate of registration of any electrical contractor, or electrical sign contractor who:

- (1) Obtains a certificate by fraud or deceit;
- (2) Takes out electrical permits in the name of some person, firm, or corporation authorized by law to do electrical work and thereafter permits an unauthorized person to do the work;
- (3) Engages in any gross negligence, incompetence, or misconduct in the performance of electrical work within the jurisdiction of the City;
- (4) Fails to obtain a permit for electrical work that is performed within the jurisdiction of the City;
- (5) Fails to obtain all necessary inspection approval required to complete the work as described in the permit.

(b) The Building Inspections Department shall inform the Board in writing of any temporary suspensions and the basis thereof within two (2) business days of issuing the temporary suspension. A hearing will be scheduled before the Board not later than ten (10) business days from the date the temporary suspension was issued. The alleged violator shall be notified in writing via certified mail of the date, time and location of the hearing. The alleged

violator may appear in person or thru counsel or both, at the time and place named in the notice and make defense to the same.

(c) The Board shall have the power, through its chairman or secretary to administer oaths and to compel the attendance of witnesses before it by subpoena issued over the signature of the secretary of the Board. The City Attorney shall provide counsel for the Board.

(d) If the accused admits liability or if upon a hearing the Board, by vote of three (3) or more of its members, shall find them to be true, it shall enter a finding suspending or revoking the certificate of

registration of such Electrical Contractor or Electrical Sign Contractor. The Board shall render a decision within forty-eight (48) hours of the hearing.

(e) The Board shall in reciting its decision after a hearing under this section, make provisions for reinstatement. Such reinstatement provisions shall be filed as a part of the record and a copy shall be made and given or mailed within twenty-four (24) hours to the Electrical Contractor or Electrical Sign Contractor. Once the requirements have been fulfilled the Electrical Contractor or Electrical Sign Contractor may notify the Chief Building Official in writing of compliance. If the Chief Building Official determines that all requirements have been fulfilled, the registration shall be reinstated. If the Chief Building Official determines that all requirements have not been fulfilled, the registration shall not be reinstated. Failure to reinstate can be appealed to the Board.

(f) The Building Inspections Department shall inform the board in writing of any failure to reinstate within two (2) business days of issuing the denial. A hearing will be scheduled before the Board

not later than ten (10) business days from the date of the denial of reinstatement. The violator shall be notified in writing via certified mail of the date, time and location of the hearing. The violator may appear in person or by counsel or both, at the time and place named in the notice and make defense to the same.

(g) The Board shall render a decision not later than forty-eight (48) hours after a hearing and a copy shall be made and given to the Electrical Contractor or Electrical Sign Contractor within twenty-four (24) hours of the rendering of the decision.

(h) An Electrical Contractor or Electrical Sign Contractor adversely affected by a decision of the Board shall have the right to appeal the decision to the District Court.

(i) It shall be unlawful for any person whose rights under a certificate have been suspended or revoked to engage in or do electrical work for which this Article requires a permit.

Sec. 6-342. Termination of registration.

Each registration certificate, when issued under this Division, shall be issued to a person, firm or corporation to be known as the holder of the registration, and should such firm or corporation dissolve or surrender its charter; such registration shall become null and void. No refund shall ever be made for the un-expired portion of the registration.

Secs. 6-343 – 6-350. Reserved.

DIVISION 6. WORK PERMITS

Sec. 6-351. Required.

(a) It shall be unlawful for any person to install or cause to be installed, or to permit any person to install, any electrical wiring, fixtures or equipment, or to make any alterations, additions, changes or repairs, within the scope of this Article, without first having procured a permit therefore issued by the Electrical Inspector. One (1) permit shall be allowed for each building for which rough work for electrical conductors or electrical equipment is installed.

(b) Notwithstanding the provisions of subsection (a), no permit shall be required for the making of a minor repair or for maintenance work, the replacement of lamps, or the connection of portable electrical equipment to suitable permanently installed receptacles. No permit shall be required of an appropriately registered person for the replacing of a refrigeration motor by another motor of the same horsepower and ampere rating, solenoid valves, low pressure controls, or other controls that are a part of

the refrigeration system when the electrical supply to same is or has been properly installed by a registered electrician.

Sec. 6-352. Application.

Application for a permit required by this Division shall be made in writing upon forms provided by the electrical inspection section for that purpose. With such application there shall be filed, when requested by the Electrical Inspector, a diagram or plan showing clearly the character and kind of wiring or installation of fixtures or equipment to be done. The plan or diagram shall show the manner in which the electrical installation is to be made, or the character of any repairs to any existing electric installation. Such application shall include the following information; street and house number, name of addition where the work is to be done, name of the owner, kind of building, number of stories in the building, and a list of electrical fixtures and appliances to be installed.

Sec. 6-353. Fee.

Prior to issuance of a permit required by this Division, the applicant therefore shall pay a permit fee in accordance with the schedule as adopted by the City Council.

Sec. 6-354. To whom issued.

Permits may be issued to registered Electrical Contractors or Electrical Sign Contractors qualified to secure permits as set forth in this Article, or their duly authorized agents, and to owners to personally perform repair, maintenance or electrical construction work upon premises owned by them. Qualified registered electricians shall certify their duly authorized agents to the Electrical Inspector in the form of an affidavit stating that such registered electrician assumes all and full responsibility for any permit taken out or applied for by such agents. The certification shall be kept in the files of the Building Inspections Department.

Sec. 6-355. Issuance or refusal.

When the Plans Examiner finds the application for a permit under this Division to be correct and the diagram or plan and specifications, when requested are approved and all fees have been paid, he shall cause the permit to be issued. Upon receipt of such permit, the permit tee may start or cause to start the proposed job and make the installation described in his application, requesting inspection by the City inspectors in the proper sequence as the work progresses. If the plans relating to electrical wiring or installation of fixtures or equipment and the permit application are found to be incorrect or faulty, they shall be disapproved and the permit refused, and the Electrical Inspector shall notify the applicant, listing the corrections necessary to comply with this Article and rules and regulations of the inspection section.

Sec. 6-356. Permits for part jobs.

When one (1) Electrical Contractor completes the rough work, in whole or in part, on any electrical wiring or installation of fixtures or equipment and a second Electrical Contractor is called upon to complete the work, regular fees prescribed by this Division shall be paid for the work to be done. Each Electrical Contractor shall be held responsible only for the work installed by the Contractor. Before the second Electrical Contractor is issued a permit for the completion of electrical wiring or installation of fixtures or equipment, the Electrical Inspector shall first notify the electrician holding the original or first permit, if the Electrician can be found that the second permit is to be issued. The issuance of the second permit shall cancel the first permit and no refund of fees shall be made.

Sec. 6-357. Revocation of permit.

The Electrical Inspector shall have the right to revoke a permit issued under this Division if there has been misrepresentation of facts or any violation of the provisions of this Article.

Sec. 6-358 – 6-435. Reserved.

Section III. All provisions of the Code of Ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section IV. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity of unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section V. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any Ordinances at the time of passage of this Ordinance.

Section VI. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VII. This Ordinance shall become effective from and after its passage and publication as required by law.

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

Pat Evans, MAYOR

ATTEST

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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**CITY OF PLANO
COUNCIL AGENDA ITEM**



CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date: 9/8/08		Reviewed by Legal <i>WS</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Engineering		Initials	Date	
Department Head	Alan Upchurch	Executive Director	<i>[Signature]</i>	8/29/08	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	8/29/08	
Agenda Coordinator (include phone #): I. Pegues ext. 7198					

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

CAPTION

An ordinance of the City of Plano, Texas, amending Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of 10th Street, Capital Avenue, N Avenue, Notre Dame Drive, Stewart Avenue, and Summit Avenue within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; providing a fine for criminal penalties not to exceed \$200.00 for each offense; and providing a repealer clause, a severability clause, a savings clause, and an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

The City of Plano Transportation Engineering Division (TED) recently determined that posted parking prohibitions on 10th Street, Capital Avenue, N Avenue, Notre Dame Drive, Stewart Avenue, and Summit Avenue were not codified. The TED considered the merits and impacts of each parking prohibition and recommends adoption of the proposed ordinance.

List of Supporting Documents:

Ordinance
Maps

Other Departments, Boards, Commissions or Agencies

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING SECTION 12-101 OF CHAPTER 12 (TRAFFIC CODE) OF THE CITY OF PLANO CODE OF ORDINANCES TO PROHIBIT STOPPING, STANDING, OR PARKING OF MOTOR VEHICLES ON CERTAIN SECTIONS OF 10TH STREET, CAPITAL AVENUE, N AVENUE, NOTRE DAME DRIVE, STEWART AVENUE, AND SUMMIT AVENUE, WITHIN THE CITY LIMITS OF THE CITY OF PLANO; DECLARING IT UNLAWFUL AND A MISDEMEANOR TO PARK MOTOR VEHICLES UPON SUCH SECTIONS OF SUCH ROADWAY WITHIN THE LIMITS HEREIN DEFINED; PROVIDING A FINE FOR CRIMINAL PENALTIES NOT TO EXCEED \$200.00 FOR EACH OFFENSE; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, A SAVINGS CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit parking of motor vehicles along and upon certain sections of 10th Street, Capital Avenue, N Avenue, Notre Dame Drive, Stewart Avenue, and Summit Avenue within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along the sections of 10th Street, Capital Avenue, N Avenue, Notre Dame Drive, Stewart Avenue, and Summit Avenue described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections entitled and to read as follows:

10th Street, along the south side from its intersection with Jupiter Road to its intersection with Industrial Boulevard.

Capital Avenue:

- (1) Along the north side from its intersection with K Avenue to a point 1,100 feet east of its intersection with K Avenue;
- (2) Along the south side from its intersection with K Avenue to a point 1,250 feet east of its intersection with K Avenue.

N Avenue, along the west side from its intersection with Capital Avenue to a point 230 feet north of its intersection with Capital Avenue.

Notre Dame Drive, along the east side from its intersection with McFarland Drive to a point 135 feet south of its intersection with Carnegie Lane.

Stewart Avenue:

- (1) Along the east side from its intersection with Summit Avenue (east) to a point 585 feet south of its intersection with Summit Avenue (east);
- (2) Along the west side from its intersection with Summit Avenue (west) to a point 400 feet south of its intersection with Summit Avenue (west);
- (3) Along both sides from its intersection with East Plano Parkway south to the end of the concrete pavement.

Summit Avenue:

- (1) Along the north side from its intersection with Stewart Avenue to a point 410 feet east of its intersection with Stewart Avenue;
- (2) Along the south side from its intersection with Stewart Avenue to a point 500 feet east of its intersection with Stewart Avenue.

Section III. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at each approach to the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

Section IV. All provisions of the ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section V. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section VI. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VII. The repeal of any ordinance or part of an ordinance affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section VIII. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this 8th day of September, 2008.

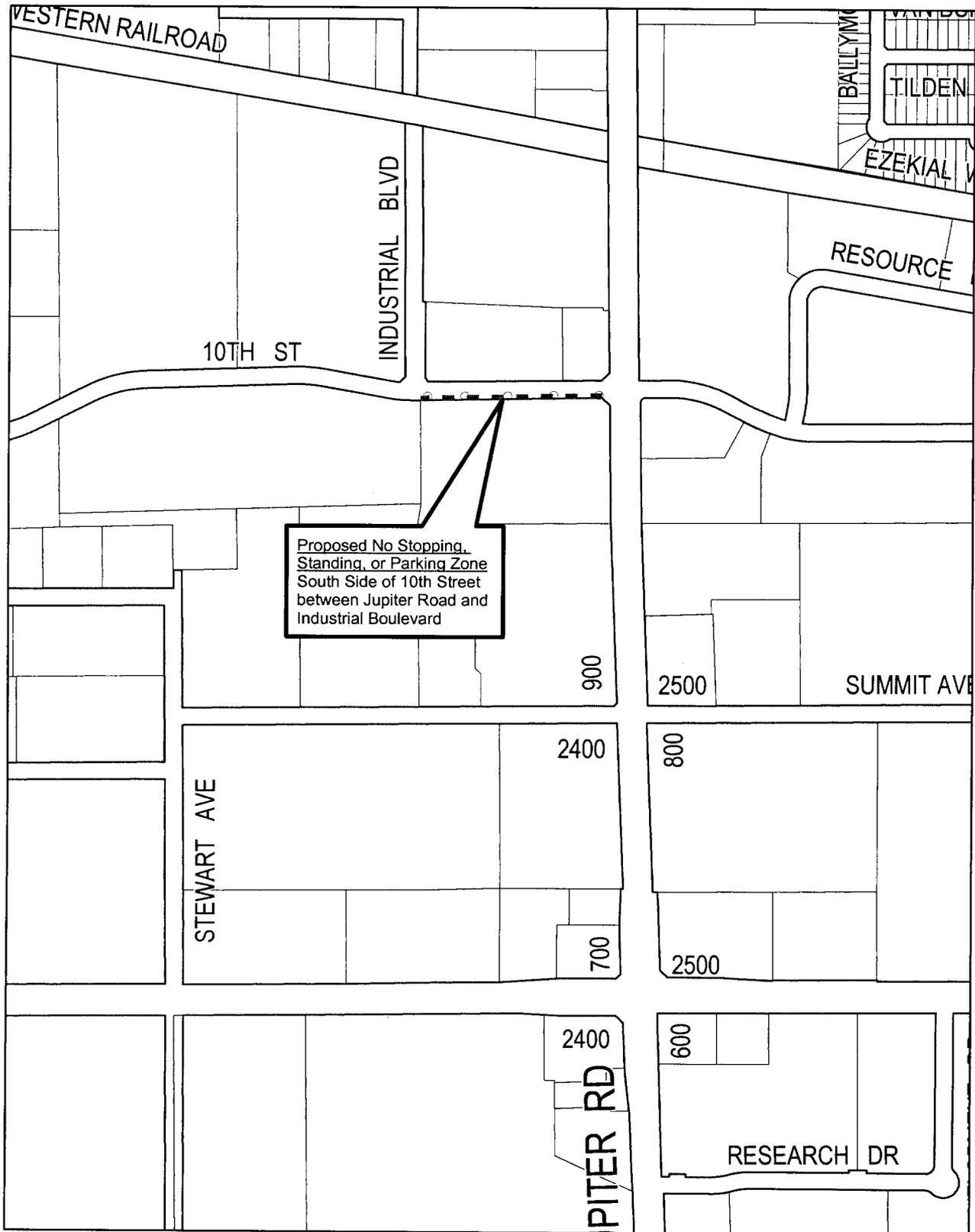
Pat Evans, MAYOR

ATTEST:

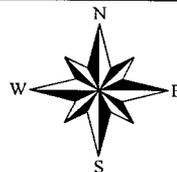
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



Proposed No Stopping, Standing, or Parking Location on 10th Street between Jupiter Road and Industrial Boulevard

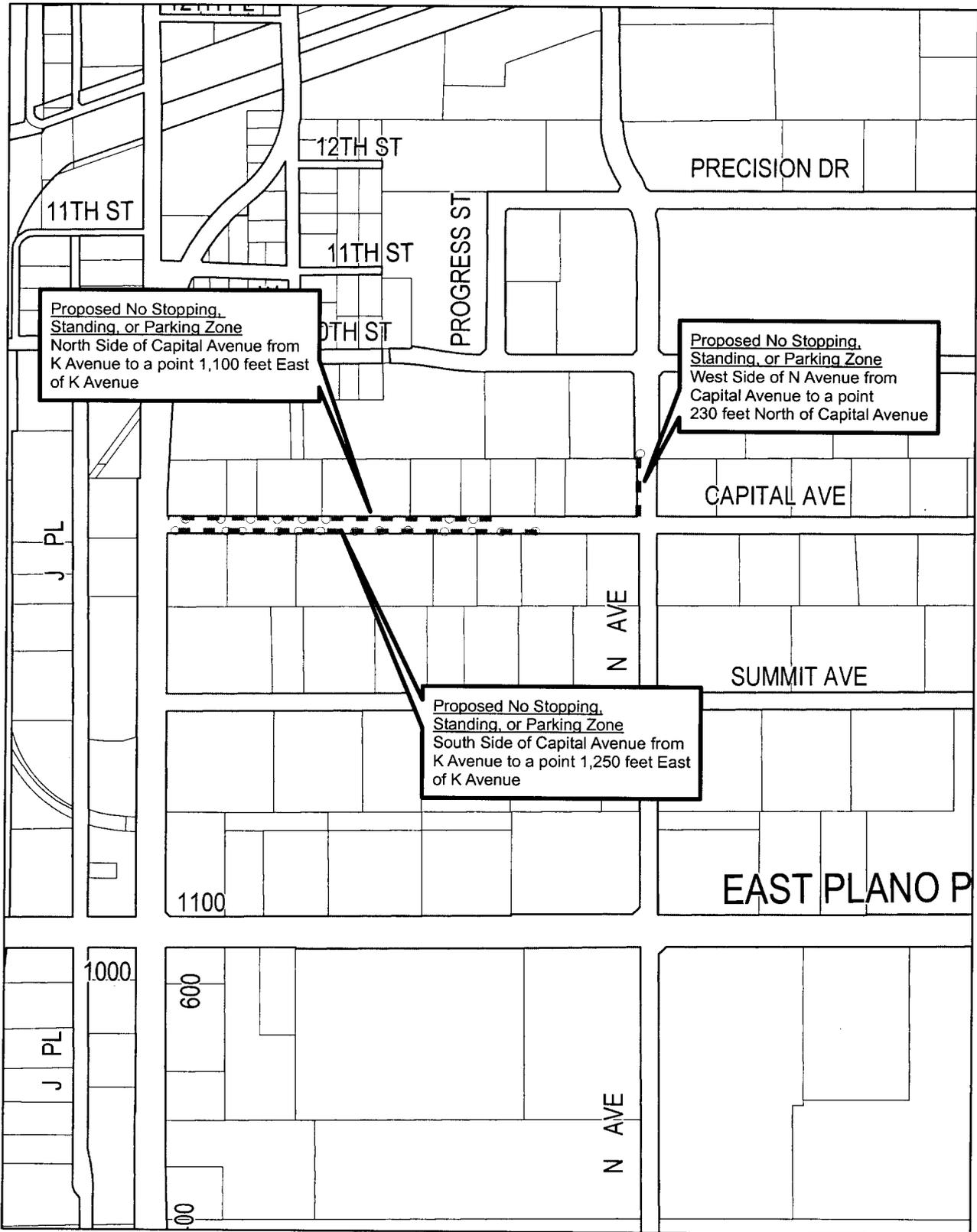


1 inch equals 500 feet

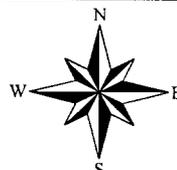


Transportation Engineering Division

n-5



Proposed No Stopping, Standing, or Parking Locations on Capital Avenue East of K Avenue and N Avenue North of Capital Avenue

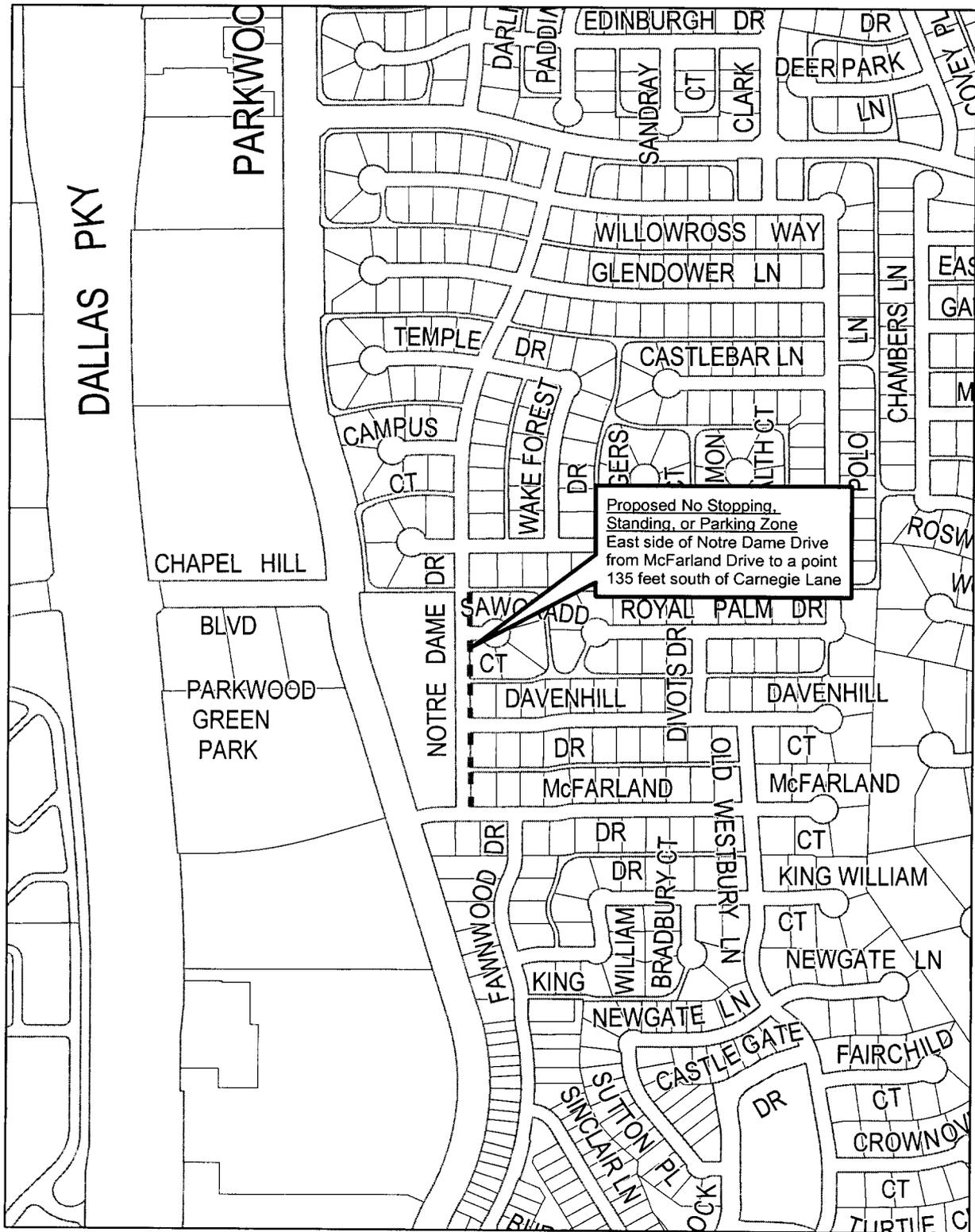


1 inch equals 500 feet

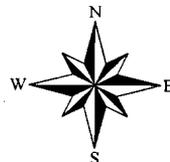


Transportation Engineering Division

n-6

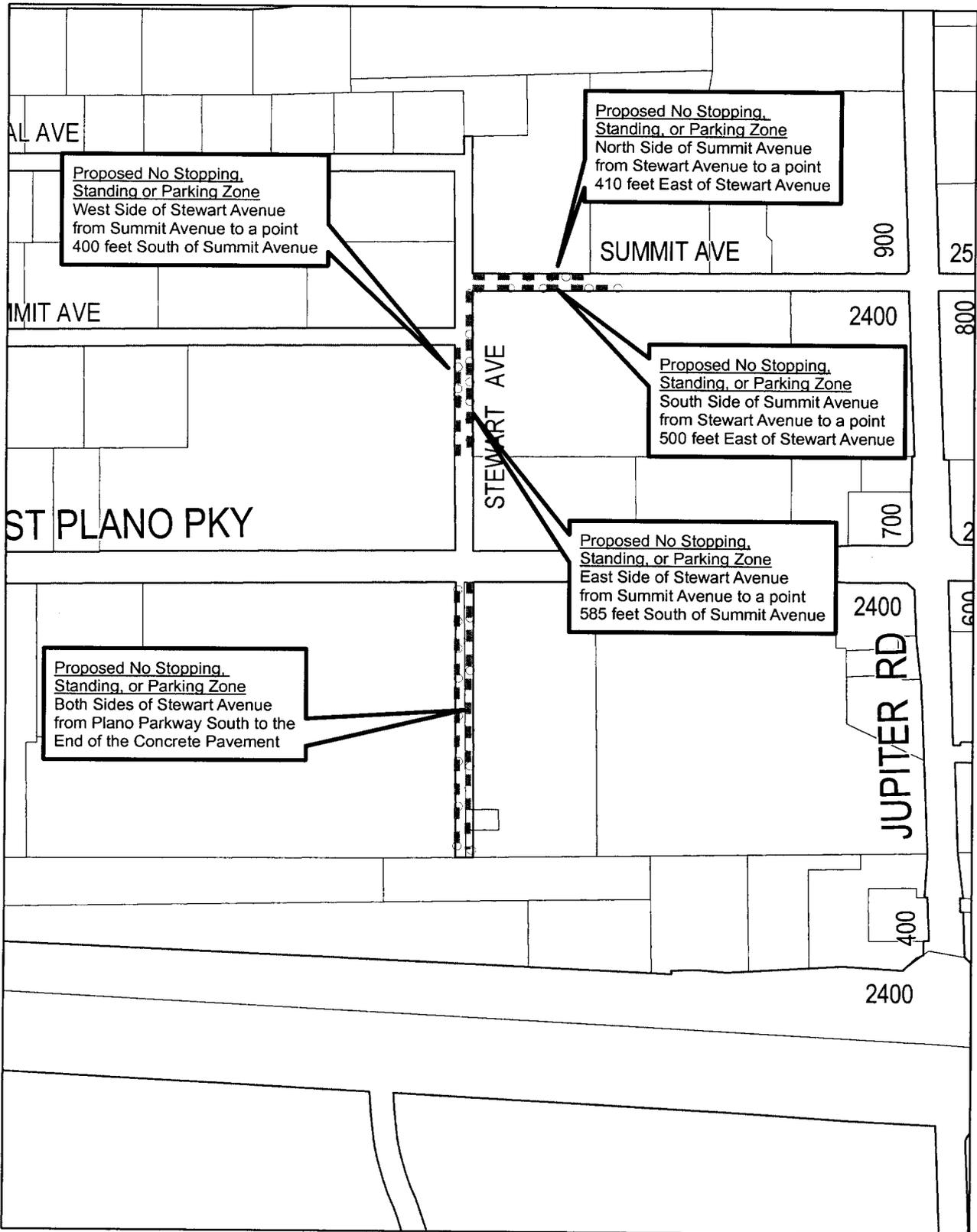


Proposed No Stopping, Standing, or Parking Locations on Notre Dame Drive adjacent to Parkwood Green Park

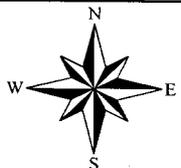


1 inch equals 500 feet Transportation Engineering Division

2-7



Proposed No Stopping, Standing or Parking Locations on Stewart Avenue South of Summit Avenue and Summit Avenue East of Stewart Avenue



1 inch equals 500 feet Transportation Engineering Division

n-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:	9/18/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Manager		Initials	Date
Department Head	Thomas H. Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	<i>[Signature]</i>
Agenda Coordinator (include phone #): Lynne Jones - 7109				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SEC. 15-23 MEETINGS OF ARTICLE II PARKS AND RECREATION PLANNING BOARD OF CHAPTER 15 PARKS AND RECREATION; AMENDING SECTION 10-18 MEETINGS OF ARTICLE II ADVISORY BOARD OF CHAPTER 10 LIBRARY; AND AMENDING SEC. 2-244 MEETINGS; QUORUM OF ARTICLE XII SENIOR CITIZENS ADVISORY BOARD OF CHAPTER 2 ADMINISTRATION OF THE CITY OF PLANO CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
This ordinance establishes quarterly meetings and additional meetings as needed for the Parks and Recreation Planning Board, the Library Advisory Board and the Senior Citizens Advisory Board.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS AMENDING SEC. 15-23 MEETINGS OF ARTICLE II PARKS AND RECREATION PLANNING BOARD OF CHAPTER 15 PARKS AND RECREATION; AMENDING SECTION 10-18 MEETINGS OF ARTICLE II ADVISORY BOARD OF CHAPTER 10 LIBRARY; AND AMENDING SEC. 2-244 MEETINGS; QUORUM OF ARTICLE XII SENIOR CITIZENS ADVISORY BOARD OF CHAPTER 2 ADMINISTRATION OF THE CITY OF PLANO CODE OF ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council created the Parks and Recreation Planning Board by Ordinance No. 86-1-10 passed on January 13, 1986, which established the membership, officers, meetings, duties and responsibilities, removal of members and term of office of members of the Board and codified as Sec. 15-23 Meetings of Article II Parks and Recreation Planning Board of Chapter 15 Parks and Recreation of the City of Plano Code of Ordinances and subsequently amended the requirements for meetings of the Board by Ordinance No. 92-4-51; and

WHEREAS, the City Council created Library Advisory Board by Ordinance No. 86-1-11 passed on January 13, 1986, which established the membership, officers, meetings; quorum and removal of officers and codified as Section 10-18 Meetings of Article II Advisory Board of Chapter 10 Library of the City of Plano Code of Ordinances; and

WHEREAS, the City Council created the Senior Citizens Advisory Board by Ordinance No. 90-12-14 which established the membership, officers, meetings; quorum and removal of officers and codified as Sec. 2-244 Meetings; Quorum of Article XII Senior Citizens Advisory Board of Chapter 2 Administration of the City of Plano Code of Ordinances and subsequently amended the requirements for meetings of the Board by Ordinance 92-6-20; and

WHEREAS, the City Council finds that the meeting requirements of the Parks Planning Board, the Library Advisory Board, and the Senior Citizens Advisory Board should be amended to require that these boards/committee do not need to meet more frequently than quarterly unless urgent issues arise.

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

Section I. The City Council hereby amends Sec. 15-23 Meetings of Article II Parks and Recreation Planning Board of Chapter 15 Parks and Recreation to read in its entirety as follows:

“Sec. 15-23. Meetings.

The board shall hold quarterly meetings and may meet more frequently as needed for the conduct of its business, and shall establish rules and regulations for the performance of its duties.”

Section II. The City Council hereby amends Sec. 10-18 Meetings of Article II Advisory Board of Chapter 10 Library to read in its entirety as follows:

“Sec. 10-18. Meetings.

The board shall hold quarterly meetings and may meet more frequently as needed for the conduct of its business, and shall establish rules and regulations for the performance of its duties.”

Section III. The City Council hereby amends Sec. 2-244 Meetings; Quorum of Article XII Senior Citizens Advisory Board of Chapter 2 Administration to read in its entirety as follows:

“Sec. 2-244. Meetings; Quorum.

The board shall hold quarterly meetings and may meet more frequently as needed for the conduct of its business, and shall establish rules and regulations for the performance of its duties. A majority of board members shall constitute a quorum. A vote of the simple majority of the quorum shall be required for any action taken by the board.”

Section IV. This Ordinance shall become effective on October 31, 2008.

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/8/08		Reviewed by Legal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable
Department:	City Manager		Initials	Date
Department Head	Thomas H. Muehlenbeck		Executive Director	
Dept Signature:		City Manager	<i>[Signature]</i>	8/27/08
Agenda Coordinator (include phone #): Lynne Jones - 7109				

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING THE FOLLOWING ARTICLES OF THE PLANO CODE OF ORDINANCES: ARTICLE IX. KEEP PLANO BEAUTIFUL COMMISSION OF CHAPTER 16 PLANNING AND DEVELOPMENT; ARTICLE XI. PLANO GLOBAL ADVISORY COMMITTEE OF CHAPTER 2 ADMINISTRATION; ARTICLE IX. TRANSPORTATION ADVISORY COMMITTEE OF CHAPTER 2 ADMINISTRATION; ARTICLE XVIII. YOUTH ADVISORY COMMISSION OF CHAPTER 2 ADMINISTRATION; AND ARTICLE XXII PLANO TRANSITION AND REVITALIZATION COMMISSION OF CHAPTER 2 ADMINISTRATION; 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

This Ordinance repeals ordinances which established the Keep Plano Beautiful Commission, the Plano Global Advisory Committee, the Transportation Advisory Committee, the Youth Advisory Commission and the Plano Transition and Revitalization Commission. These commissions have accomplished their goals and objectives and should be dissolved and their functions assumed by other departments of the City.

List of Supporting Documents: n/a	Other Departments, Boards, Commissions or Agencies n/a
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS REPEALING THE FOLLOWING ARTICLES OF THE PLANO CODE OF ORDINANCES: ARTICLE IX. KEEP PLANO BEAUTIFUL COMMISSION OF CHAPTER 16 PLANNING AND DEVELOPMENT; ARTICLE XI. PLANO GLOBAL ADVISORY COMMITTEE OF CHAPTER 2 ADMINISTRATION; ARTICLE IX. TRANSPORTATION ADVISORY COMMITTEE OF CHAPTER 2 ADMINISTRATION; ARTICLE XVIII. YOUTH ADVISORY COMMISSION OF CHAPTER 2 ADMINISTRATION; AND ARTICLE XXII PLANO TRANSITION AND REVITALIZATION COMMISSION OF CHAPTER 2 ADMINISTRATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council established the Keep Plano Beautiful Commission by Ordinance No. 86-7-21, passed on July 28, 1986, and codified as Article IX Keep Plano Beautiful Commission of Chapter 16 Planning and Development of the City of Plano Code of Ordinances; and

WHEREAS, the City Council established the Plano Global Advisory Committee by Ordinance No. 2007-6-10, passed on June 11, 2007, and codified as Article XI Plano Global Advisory Committee of Chapter 2 Administration of the City of Plano Code of Ordinances; and

WHEREAS, the City Council established the Transportation Advisory Committee by Ordinance No. 98-3-8, passed on March 16, 1998, and codified as Article IX Transportation Advisory Committee of Chapter 2 Administration of the City of Plano Code of Ordinances; and

WHEREAS, the City Council established the Youth Advisory Commission by Ordinance No. 93-7-20, passed on July 26, 1993, and codified as Article XVIII Youth Advisory Commission of Chapter 2 Administration of the City of Plano Code of Ordinances; and

WHEREAS, the City Council established the Plano Transition and Revitalization Commission by Ordinance No. 2000-6-25, passed on June 26, 2000, and codified as Article XXII of Chapter 2, Administration of the City of Plano Code of Ordinances; and

WHEREAS, the City Council finds that the Keep Plano Beautiful Commission, the Plano Global Advisory Committee, the Transportation Advisory Committee, the Youth Advisory Commission and the Plano Transition and Revitalization Commission have accomplished their goals and objectives and as a result should be dissolved and their functions assumed by other departments of the City of Plano.

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

Section I. the City Council hereby repeals Ordinance No. 86-7-21 codified as Article IX Keep Plano Beautiful Commission of Chapter 16 Planning and Development of the City of Plano Code of Ordinances.

Section II. The City Council hereby repeals Ordinance 2007-6-10 codified as Article XI Plano Global Advisory Committee of Chapter 2 Administration of the City of Plano Code of Ordinances.

Section III. The City Council hereby repeals Ordinance No. 98-3-8 codified as Article IX Transportation Advisory Committee of Chapter 2 Administration of the City of Plano Code of Ordinances.

Section IV. The City Council hereby repeals Ordinance No. 93-7-20 codified as Article XVII Youth Advisory Commission of Chapter 2 Administration of the City of Plano Code of Ordinances.

Section V. The City Council hereby repeals Ordinance No. 200-6-25 codified as Article XXII Plano Transition and Revitalization Commission of Chapter 2 Administration of the City of Plano Code of Ordinances.

Section VI. This Ordinance shall become effective on October 31, 2008.

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/8/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer and Utility Services	Initials	Date	
Department Head	Mark Israelson	Executive Director	8/25/08	
Dept Signature:	<i>[Signature]</i>	City Manager	8/25/08	
Agenda Coordinator (include phone #):		Nancy Rodriguez X7510		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "THE COMPANY") REGARDING THE COMPANY'S RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ATMOS' PROOF OF REVENUES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING SEVERABILITY, REPEALING, SAVINGS, PENALTY, AND PUBLICATION CLAUSES, AND AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This Ordinance approves rate tariffs that reflect the negotiated re change pursuant to the Rate Review Mechanism process. The Ordinance also approves the Company's proof of revenues a required part of the Rate Review Mechanism filing.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memorandum to City Council				

MEMORANDUM

TO: Plano City Council

THROUGH: Thomas H. Muehlenbeck, City Manager

FROM: Mark Israelson, Director Customer and Utility Services 

DATE: September 8, 2008

The City, along with 150 other cities served by Atmos Energy Mid-Tex Division ("Atmos" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On April 14, 2008, Atmos filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff approved by the City earlier this year. The Company's April RRM filing seeks a \$33.5 million rate increase. The City worked with ACSC to analyze the schedules and evidence offered by Atmos to support its request to increase rates. The Ordinance and attached tariff approving rates that will increase the Company's revenues by \$20 million effective October 1, 2008, are the result of negotiation between ACSC and the Company to resolve issues raised by ACSC during the review and evaluation of ACSC's RRM filing. The monthly bill impact for the average residential customer is \$0.81. The ACSC Executive Committee recommends that all ACSC cities adopt the ordinance implementing the rate change.

RRM Background:

The RRM tariff was approved by cities as part of the settlement agreement to resolve Atmos' 2007 rate increase case. Atmos' rate request represents the first filing pursuant to the three-year trial project known as the RRM process. The RRM process was created collaboratively by the Steering Committee and Atmos as an alternative to the GRIP surcharge process. The RRM process allows for a more comprehensive rate review and annual adjustment that will function as a substitute for future GRIP filings during the three-year trial period specified by the tariff.

There are two components to the RRM adjustment. The prospective component adjusts rates for known and measurable changes in O&M and net plant investment. Atmos and ACSC agreed to cap changes to expenses and invested capital at no more than five percent. The true up component evaluates whether the Company has over or underrecovered its earnings for the previous year. For purposes of the RRM true up component, Atmos' rate of return on equity and its capital structure are frozen to avoid the parent company from manipulating the overall rate of return. Costs expressly prohibited from recovery through the RRM include first class air-fare, travel, meals or entertainment for employee's spouse, alcohol, sports events, entertainment, arts and cultural events, sponsorship of sports, arts or cultural events, and social club membership dues.

Purpose of the Ordinance:

The purpose of the Ordinance is to approve rate tariffs (Attachment A) that reflect the negotiated rate change pursuant to the RRM process. The Ordinance also approves the Company's proof of revenues (Attachment B), a required part of the RRM filing.

As a result of the negotiations, ACSC was able to reduce the Company's requested \$33.5 million RRM increase by more than 35 percent. Approval of the Ordinance will result in rates that implement a \$20 million increase in Atmos' revenues effective October 1, 2008.

Reasons Justifying Approval of the Negotiated Resolution:

During the time that the City has retained original jurisdiction in this case, consultants working on behalf of ACSC cities have investigated the support for the Company's requested rate increase. While the evidence does not support the \$33.5 million increase requested by the Company, ACSC consultants agree that the Company can justify an increase in revenues of at least \$19.8 million.

A contested case proceeding before the RRC on the Company's current application will take several months and cost ratepayers millions of dollars in rate case expenses and would not likely produce a request more favorable than that to be produced by the settlement. The ACSC Executive Committee recommends that ACSC members take action to approve the ordinance authorizing new rate tariffs.

Explanation of "Be It Ordained" Paragraphs:

1. This paragraph approves all findings in the ordinance.
2. This section adopts the attached tariffs (Attachment A) and Company's proof of revenues (Attachment B) in all respects and finds the rates set pursuant to the attached tariffs to be just, reasonable and in the public interest. Note that only new tariffs or existing tariffs that are being revised are attached to the Ordinance. Existing tariffs that are not being changed in any way are not attached to the Ordinance.
3. This section repeals any resolution or ordinance that is inconsistent with this Ordinance.
4. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
5. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair or invalidate the remaining provisions of this Ordinance. This section further directs that the remaining provisions of the Ordinance are to be interpreted as if the offending section or clause never existed.
6. This section is a "Most Favored Nations" clause, which protects the City by mandating that if a Final Order or subsequent agreement approved in any proceeding addressing the issues raised in Atmos' RRM filing results in rates or terms that would be more beneficial to the ACSC Cities than the terms of this tariff, the City may, at its option, implement such more favorable rates or terms. The exercise of this right is contingent upon the City agreeing to adopt the terms of the Final Order or subsequent agreement *in toto*.
7. This section provides for an effective date upon passage.
8. This paragraph directs that a copy of the signed ordinance be sent to a representative of the Company and legal counsel for ACSC.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ("CITY") APPROVING A NEGOTIATED RESOLUTION BETWEEN THE ATMOS CITIES STEERING COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION ("ATMOS MID-TEX" OR "THE COMPANY") REGARDING THE COMPANY'S RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; APPROVING ATMOS' PROOF OF REVENUES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING SEVERABILITY, REPEALING, SAVINGS, PENALTY, AND PUBLICATION CLAUSES, AND AN EFFECTIVE DATE.

WHEREAS, the City of Plano, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "the Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of more than 150 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area (such participating cities are referred to herein as "ACSC Cities"); and

WHEREAS, Atmos and ACSC Cities have been in continuing disagreement, dispute, and litigation over the implementation of GRIP surcharges pursuant to Section 104.301 of the Texas Utilities Code; and

WHEREAS, as part of the negotiations to resolve Atmos' 2007 rate case, ACSC Cities and the Company worked collaboratively to develop the Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled by Cities as a substitute to the current GRIP process instituted by the Legislature; and

WHEREAS, the City took action earlier this year to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM Tariff; and

WHEREAS, on or about April 14, 2008, Atmos Mid-Tex filed with the City its first application pursuant to the RRM tariff to increase natural gas rates by approximately \$33.5 million, such increase to be effective in every municipality that has adopted the RRM tariff within its Mid-Tex Division; and

WHEREAS, ACSC Cities coordinated its review of Atmos' RRM filing and designated a Negotiation Committee made up of ACSC representatives and assisted by ACSC attorneys and consultants to resolve issues identified by ACSC in the Company's RRM filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by ACSC's rate expert concluded that Atmos is able to justify a rate increase of \$19.8 million; and

WHEREAS, the ACSC Executive Committee, as well as ACSC lawyers and consultants, recommends ACSC members approve the attached rate tariffs ("Attachment A" to this Ordinance) that will increase the Company's revenue requirement by \$20 million; and

WHEREAS, the attached tariffs implementing new rates and Atmos' Proof of Revenues ("Attachment B" to this Ordinance) are consistent with the negotiated resolution reached by ACSC Cities (including but not limited to a reduction of the residential customer monthly charge to \$7.00 per month) and are just, reasonable, and in the public interest; and

WHEREAS, it is the intention of the parties that ACSC Cities receive the benefit of any Settlement Agreement that Atmos enters into with other entities arising out of its RRM or any associated appeals of a decision entered by the Railroad Commission regarding the Company's request to increase rates. The ACSC Cities' acknowledge that the exercise of this right is conditioned upon the ACSC Cities' acceptance of all rates, revenues, terms and conditions of any other Settlement Agreement or associated appeals arising out of the Company's RRM filing *in toto*; and

WHEREAS, the negotiated resolution of the Company's RRM filing and the resulting rates are, as a whole, in the public interest.

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

Section 1. That the findings set forth in this Ordinance are hereby in all things approved.

Section 2. That the City Council finds that the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable and new tariffs and Atmos' proof of revenues, which are attached hereto and incorporated herein as Attachments A and B, are just and reasonable and are hereby adopted.

Section 3. All provisions of the Ordinances of the City of Plano, codified or uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section 4. It is the intention of the City Council that this Ordinance, and every provision thereof, 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 5. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 7. That if ACSC Cities determine any rates, revenues, terms and conditions, or benefits resulting from a Final Order or subsequent negotiated settlement approved in any proceeding addressing the issues raised in Atmos' RRM filing would be more beneficial to the ACSC Cities than the terms of the attached tariff, then the more favorable rates, revenues, terms and conditions, or benefits shall additionally accrue to the ACSC Cities. Exercise of this right is conditioned upon ACSC Cities' acceptance of all rates, revenues, terms and conditions of any other Settlement Agreement or associated appeals arising out of the Company's RRM filing *in toto*.

Section 8. That this Ordinance shall become effective from and after its passage with rates authorized by attached Tariffs to be effective for customer bills delivered on or after October 1, 2008.

Section 9. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of David Park, Vice President Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1800, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

Pat Evans, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RRC TARIFF NO: 19843
REVISION NO: 0

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 23

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 7.00 per month
Commodity Charge – All Mcf	\$2.2410 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Commodity Charge includes an amount calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

2-7

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RRC TARIFF NO: 19844
REVISION NO: 0

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 24

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 3,000 Mcf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Mcf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 13.50 per month
Commodity Charge - All Mcf	\$ 0.9809 per Mcf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Rate Review Mechanism: Commodity Charge includes an amount calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

2-8

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RRC TARIFF NO: 19842
REVISION NO: 0

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 25

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 425.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2733 per MMBtu
Next 3,500 MMBtu	\$ 0.1993 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0427 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Rate Review Mechanism: Commodity Charge includes an amount calculated in accordance with Rider RRM.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

2-9

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RRC TARIFF NO: 19842
REVISION NO: 0

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 26

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

9-10

ATTACHMENT A

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

**RRC TARIFF NO: 19845
REVISION NO: 0**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 27

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 425.00 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.2733 per MMBtu
Next 3,500 MMBtu	\$ 0.1993 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0427 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Rate Review Mechanism: Commodity Charge includes an amount calculated in accordance with Rider RRM.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Franchise Fees are to be assessed solely to customers within municipal limits. This does not apply to Environs Customers.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

2-11

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

RRC TARIFF NO: 19845
REVISION NO: 0

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	Entire Division (except Environs areas and the City of Dallas)	
EFFECTIVE DATE:	10/01/2008	PAGE: 28

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Curtailement Overpull Fee

Upon notification by Company of an event of curtailement or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailement or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

9-12

ATTACHMENT A

**ATMOS ENERGY CORPORATION
MID-TEX DIVISION**

REVISION NO: 0

RIDER:	GCR – GAS COST RECOVERY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 40

Applicable to Rate R, Rate C, and Rate I for all gas sales made by Company, and applicable to Rate R, Rate C, Rate I, and Rate T for recovery of Pipeline System costs. The total gas cost recovery amount due is determined by adding the gas cost calculated in Section (a) below and the pipeline cost calculated in Section (b) below.

The amount due for gas cost (Section (a)) is determined by multiplying the Gas Cost Recovery Factor (GCRF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on a Mcf basis. For Customers receiving service under Rate I, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual gas costs.

The amount due for pipeline cost (Section (b)) is determined by multiplying the Pipeline Cost Factor (PCF) by the Customer's monthly volume. For Customers receiving service under Rate R and Rate C, monthly volume will be calculated on an Mcf basis. For Customers receiving service under Rate I and Rate T, monthly volume will be calculated on an MMBtu basis and the quantities will be adjusted as necessary to recover actual gas costs.

(a) Gas Cost

Method of Calculation

The monthly gas cost adjustment is calculated by the application of a Gas Cost Recovery Factor (GCRF), as determined with the following formula:

$$\text{GCRF} = \text{Estimated Gas Cost Factor (EGCF)} + \text{Reconciliation Factor (RF)} + \text{Taxes (TXS)}$$

EGCF = Estimated cost of gas, including lost and unaccounted for gas attributed to residential, commercial, and industrial sales, and any reconciliation balance of unrecovered gas costs, divided by the estimated total residential, commercial, and industrial sales. Lost and unaccounted for gas is limited to 5%.

RF = Calculated by dividing the difference between the Actual Gas Cost Incurred, inclusive of interest over the preceding twelve-month period ended June 30 and the Actual Gas Cost Billed over that same twelve-month period by the estimated total residential, commercial, and industrial sales for the succeeding October through June billing months. The interest rate to be used is the annual interest rate published by the PUC every December. The interest rate of 2008 is 4.69%.

Actual Gas Cost Incurred = The sum of the costs booked in Atmos Energy Corp., Mid-Tex Division account numbers 800 through 813 and 858 of the FERC Uniform System of Accounts, including the net impact of injecting and withdrawing gas from storage. Also includes a credit or debit for any out-of-period adjustments or unusual or nonrecurring costs typically considered gas costs and a credit for amounts received as Imbalance Fees or Curtailment Overpull Fees.

Actual Gas Cost Billed = EGCF multiplied by the monthly volumes billed to Residential, Commercial and Industrial Sales customers, less the total amount of gas cost determined to have been uncollectible and written off which remain unpaid for each month of the reconciliation period.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

2-13

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

REVISION NO: 0

RIDER:	GCR – GAS COST RECOVERY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 41

Any amount remaining in the reconciliation balance after the conclusion of the period of amortization will be maintained in the reconciliation balance and included in the collection of the next RF.

Atmos Energy shall file annual reports with the Commission, providing by month the following amounts: Gas Cost Written Off, Margin Written Off, Tax and Other Written Off, Total Written Off, Gas Cost Collected and Margin Collected.

TXS = Any statutorily imposed assessments or taxes applicable to the purchase of gas divided by the estimated total residential, commercial, and industrial sales.

ADJ = Any surcharge or refund ordered by a regulatory authority, inclusive of interest, divided by the estimated total residential, commercial, and industrial sales is to be included as a separate line item surcharge.

(b) Pipeline Cost

Method of Calculation

Each month, a Pipeline Cost Factor (PCF) is calculated separately for each Pipeline Cost Rate Class listed below. The formula for the PCF is:

$PCF = PP / S$, where:

$PP = (P - A) \times D$, where:

P = Estimated monthly cost of pipeline service calculated pursuant to Rate CGS

D = Pipeline service allocation factor for the rate class as approved in the Company's most recent rate case, as follows:

Pipeline Cost Rate Class	Allocation Factor (D)
Rate R - Residential Service	.634698
Rate C - Commercial Service	.302824
Rate I - Industrial Service and Rate T - Transportation Service	.062478

A = Adjustment applied in the current month to correct for the difference between the actual and estimated pipeline cost revenue of the second preceding month, calculated by the formula:

$A = R - (C - A2)$, where:

R = Actual revenue received from the application of the PP component in the second preceding month.

C = Actual pipeline costs for the second preceding month.

A2 = The adjustment (A) applied to the PP component in the second preceding month.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

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ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

REVISION NO: 0

RIDER:	GCR – GAS COST RECOVERY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 42

S = Estimated Mcf or MMBtu for the rate class for the current billing month.

The PCF is calculated to the nearest 0.0001 cent.

The Pipeline Cost to be billed is determined by multiplying the Mcf or MMBtu used by the appropriate PCF. The Pipeline Cost is determined to the nearest whole cent.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

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ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

REVISION NO: 0

RIDER:	CEE – CONSERVATION & ENERGY EFFICIENCY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 58

Purpose

Atmos Energy Mid-Tex is proposing to institute a complete Conservation & Energy Efficiency program which will offer assistance to qualified customer segments in reducing energy consumption and lowering energy utility bills. The proposal is one where Atmos Energy shareholders will fund a percentage of the allowable expenses incurred annually, with a customer rate component providing the remainder of the funding. Following is a high-level, concept summary of the proposal. Atmos Energy Mid-Tex Division proposes to work with the communities it serves to develop the details of a new tariff and programs addressing conservation and energy efficiency.

Synopsis:

Voucher system to provide free energy savings materials and supplies to qualifying customers of Atmos Mid-Tex. Qualified Customers will receive up to two hundred dollars (\$200.00) worth of caulking, weather-stripping, sheathing, sealing, water heater blankets, and like materials, other energy saving devices such as clock-thermostats, set-back devices ("covered items") from approved suppliers / retailers. Company will undertake efforts to enlist support from community groups, including its own Employee Action Program, to assist customers with installation. If it is determined that professional installation capabilities are necessary, the parties will agree on labor assistance amounts.

Eligibility

Low Income – Low-income rate-payers that qualify for heating bill assistance through LIHEAP agencies and all agencies that distribute Atmos "Share the Warmth" funds. Agencies that allocate assistance funds denote customer as Low Income, a status that lasts for one year.

Senior Citizen – Primary account holder can request eligibility through ATM call center or web-site. Customer provides primary SSN which is verified through Social Security Administration. And account holder that is or turns 65 years old in that year becomes eligible.

Funding

Initial program funding will be at two million dollars (\$2,000,000). Atmos Energy shareholders will contribute one million dollars (\$1,000,000.00) to this initiative annually with ratepayers providing one million dollars (\$1,000,000.00) per year. It is proposed that the program operate on an October 1 through September 30 year, with benefits being capped at the two million dollar level for the initial program period.

Administration:

A third-party administrator will coordinate qualification of customers, voucher distribution, subsequent verification and reimbursement of eligible expenditures and general program administration. Program administration expenses will be funded from the annual approved budget.

Audits will be provided all interested parties within 120 days of the end of each program year to determine effectiveness.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

2-16

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

REVISION NO: 0

RIDER:	CEE – CONSERVATION & ENERGY EFFICIENCY	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 59

Report

Atmos shall file an annual report detailing cost to administer the program with details of the amounts paid out of program for energy conservation assistance. The report shall also detail number of applicants, number rejected and accepted and reason rejected. The report shall be filed with the Gas Service Director.

Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

2-17

ATTACHMENT A

ATMOS ENERGY CORPORATION
MID-TEX DIVISION

REVISION NO: 0

RIDER:	FF – FRANCHISE FEE ADJUSTMENT	
APPLICABLE TO:	Entire Division	
EFFECTIVE DATE:	10/01/2008	PAGE: 43

Application

Applicable to Customers inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee upon Company for the Gas Service provided to Customer. Franchise Fees to be assessed solely to customers within the municipal limits. This does not apply to Environs customers.

Monthly Adjustment

Company will adjust Customer's bill each month in an amount equal to the municipal franchise fees payable for the Gas Service provided to Customer by Company. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees.

From time to time, Company will make further adjustments to Customer's bill to account for any over- or under-recovery of municipal franchise fees by Company.

9-18 Issued By: David J. Park
Date Issued: 08/13/2008

Vice President, Rates and Regulatory Affairs

ATTACHMENT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RIDER:	Rider WNA – Weather Normalization Adjustment	
APPLICABLE TO:	Entire System (except Environs areas and the City of Dallas)	REVISION: DATE:
EFFECTIVE DATE:	11/01/2008	PAGE: 1 OF 2

RIDER WNA – Weather Normalization Adjustment

Provisions for Adjustment

The base rate per Mcf (1,000,000 Btu) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Mcf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Mcf
- R_i = base rate of temperature sensitive sales for the i^{th} schedule or classification approved by the entity exercising original jurisdiction.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification calculated as the slope of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification and weather station as part of the RRM filing.
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification calculated as the y-intercept of the linear regression of average sales per bill (Mcf) and actual heating degree days by month for the test year by schedule or classification and weather station as part of the RRM filing.

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$WNA_j = WNAF_i \times q_{ij}$

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ATTACHMENT A

TARIFF FOR GAS SERVICE

ATMOS ENERGY CORP.,
MID-TEX DIVISION

RATE SCHEDULE:	Rate WNA – Weather Normalization Adjustment	
APPLICABLE TO:	Entire System (except Environs areas and the City of Dallas)	REVISION: DATE:
EFFECTIVE DATE:	11/01/2008	PAGE: 2 OF 2

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

Filings with Entities Exercising Original Jurisdiction

As part of its annual RRM filing the Company will file (a) a copy of each computation of the Weather Normalization Adjustment Factor, (b) a schedule showing the effective date of each such Weather Normalization Adjustment, (c) a schedule showing the factors of values used in calculating such Weather Normalization Adjustment and (d) a random sample and audit of thirty (30) actual customer bills, with customer information deleted, for each rate schedule or classification to which the WNA was applied in the preceding 12 month period. To the extent that source data is needed to audit the WNA application, such data will be provided by the Company as part of the annual RRM filing.

If the RRM is discontinued, as provided in the Rider RRM tariff, the information required herein to be filed with the entities exercising original jurisdiction shall be filed on March 1 of each year.

Base Use/Heat Sensitivity (HSF) Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use Mcf	HSF Mcf/HDD	Base use Mcf	HSF Mcf/HDD
Abilene	1.27	.0130	10.93	.0638
Austin	1.29	.0133	18.47	.0641
Dallas	1.79	.0186	20.83	.0878
Waco	1.30	.0141	11.41	.0617
Wichita Falls	1.35	.0143	11.62	.0540

Sample WNAF_i Calculation:

$$.1533 \text{ per Mcf} = 1.2267 \times \frac{(.0131 \times (30-17))}{(1.14 + (.0131 \times 17))}$$

Where

- i = Residential Single Block Rate Schedule
- R_i = 1.2267 per MCF (Rate R - Final Order GUD No. 9670)
- HSF_i = .0131 (Residential - Abilene Area)
- NDD = 30 HDD (Simple ten-year average of Actual HDD for Abilene Area – 9/15/06 – 10/14/06)
- ADD = 17 HDD (Actual HDD for Abilene Area – 9/15/06 – 10/14/06)
- BL_i = 1.14 Mcf (Residential - Abilene Area)

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ATTACHMENT B

ATMOS ENERGY CORP., MID-TEX DIVISION
 SUMMARY PROOF OF REVENUE AT PROPOSED RATES
 TEST YEAR ENDING DECEMBER 31, 2007

Line	Description (a)	Total (b)	Reference (c)
Rate R			
1	<u>Rate Characteristics:</u>		
2	Customer Charge	\$7.00	RRM Settlement Agreement, Pg 2, Item 5
3			
4	Consumption Charge (\$/Mcf)	\$2.1600	Settlement Allocation
5	2007 RRM True-up (\$/Mcf)	\$0.0810	Settlement Allocation
6	Rider GCR Part A	\$8.1244	Schedule H
7	Rider GCR Part B	\$0.6243	Schedule I
8			
9	<u>Billing Units (1):</u>		
10	Bills	17,069,679	WP_J-1.1
11	Total MCF	<u>78,708,921</u>	WP_J-1.1
12			
13	<u>Proposed Revenue:</u>		
14	Customer Charge	\$ 119,487,753	
15	Consumption Charge	176,385,175	
16	Base Revenue	<u>\$ 295,872,928</u>	
17	Rider GCR Part A	639,460,135	
18	Rider GCR Part B	49,140,231	
19	Subtotal	<u>\$ 984,473,295</u>	
20	Revenue Related Taxes	59,244,614	
21			
22	Total Proposed Revenue- Rate R	<u><u>\$ 1,043,717,909</u></u>	
23			
24	Note 1: See Billing Determinants Study for details.		

ATTACHMENT B

ATMOS ENERGY CORP., MID-TEX DIVISION
 SUMMARY PROOF OF REVENUE AT PROPOSED RATES
 TEST YEAR ENDING DECEMBER 31, 2007

Line	Description	Total	Reference
	(a)	(b)	(c)
Rate C			
1	<u>Rate Characteristics:</u>		
2	Customer Charge	\$13.50	RRM Settlement Agreement, Pg 2, Item 5
3			
4	Consumption Charge (\$/Mcf)	\$0.9442	Settlement Allocation
5	2007 RRM True-up (\$/Mcf)	\$0.0367	Settlement Allocation
6	Rider GCR Part A	\$8.1244	Schedule H
7	Rider GCR Part B	\$0.5228	Schedule I
8			
9	<u>Billing Units (1):</u>		
10	Bills	1,434,516	WP_J-1.2
11	Total MCF	50,233,642	WP_J-1.2
12			
13	<u>Proposed Revenue:</u>		
14	Customer Charge	\$ 19,365,966	
15	Consumption Charge	49,273,373	
16	Base Revenue	\$ 68,639,339	
17	Rider GCR Part A	408,116,524	
18	Rider GCR Part B	26,261,046	
19	Subtotal	\$ 503,016,909	
20	Revenue Related Taxes	30,271,052	
21			
22	Total Proposed Revenue- Rate C	\$ 533,287,962	
23			
24	Note 1: See Billing Determinants Study for details.		

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ATTACHMENT B

**ATMOS ENERGY CORP., MID-TEX DIVISION
SUMMARY PROOF OF REVENUE AT PROPOSED RATES
TEST YEAR ENDING DECEMBER 31, 2007**

Line	Description (a)	Total (b)	Reference (c)
Rate I & T			
1	<u>Rate Characteristics:</u>		
2	Customer Charge	\$ 425.00	Settlement Allocation
3			
4	Block 1 (\$/MMBTU)	\$0.2352	Settlement Allocation
5	Block 2 (\$/MMBTU)	\$0.1715	Settlement Allocation
6	Block 3 (\$/MMBTU)	\$0.0367	Settlement Allocation
7	2007 RRM True-up (\$/MMBTU):		Settlement Allocation
8	Block 1 (\$/MMBTU)	\$0.0381	
9	Block 2 (\$/MMBTU)	\$0.0278	
10	Block 3 (\$/MMBTU)	\$0.0060	
11	Rider GCR Part A	\$8.1244	Schedule H
12	Rider GCR Part B	\$0.2938	Schedule I
13			
14	<u>Consumption Characteristics:</u>		
15	Block 1 (First 1,500 MMBTU)	0.23502	(1)
16	Block 2 (Next 3,500 MMBTU)	0.26655	(1)
17	Block 3 (Over 5,000 MMBTU)	0.49843	(1)
18			
19	<u>Billing Units (1):</u>		
20	Bills	10,052	WP_J-1
21	Block 1	9,522,217	WP_J-1
22	Block 2	10,799,921	WP_J-1
23	Block 3	20,195,218	WP_J-1
24	Total MMBTU	<u>40,517,356</u>	
25			
26	Sales Volumes	<u>2,331,063</u>	WP_J-1
27			
28	<u>Proposed Revenue:</u>		
29	Customer Charge	\$ 4,272,100	
30	Block 1	2,602,422	
31	Block 2	2,152,424	
32	Block 3	862,336	
33	Base Revenue	\$ 9,889,282	
34	Rider GCR Part A	18,494,542	
35	Rider GCR Part B	11,902,411	
36	Subtotal	\$ 40,286,235	
37	Revenue Related Taxes	2,424,385	
38			
39	Total Proposed Revenue- Rate I&T	<u>\$ 42,710,620</u>	
40			
41	Note 1: See Billing Determinants Study for details.		

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		9/8/08	Reviewed by Legal <i>js</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Budget & Research			Initials	Date
Department Head	Karen M. Rhodes		Executive Director		
Dept Signature:	<i>K Rhodes</i>		City Manager	<i>JS</i>	<i>8/29/08</i>
Agenda Coordinator (include phone #):		Casey Srader (ext. 5152)			
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE BUDGET AND SETTING THE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008, AND TERMINATING SEPTEMBER 30, 2009.					
FINANCIAL SUMMARY					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s):					
COMMENTS:					
SUMMARY OF ITEM					
This Ordinance adopts the Operating Budget for Fiscal Year 2008-09 and sets the level of appropriations and transfers for the various funds, as reviewed and adjusted by City Council.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Exhibit "A" - Fund Summaries					

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE BUDGET AND SETTING THE APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2008, AND TERMINATING SEPTEMBER 30, 2009; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published as required by law, a Public Hearing was held on August 11, 2008, by and before the City Council of the City of Plano, the subject of which was the proposed operating budget of the City of Plano for Fiscal Year 2008-09 as filed and submitted by the City Manager in accordance with provisions of the City Charter and state and federal statutes; and

WHEREAS, during said public hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said budget, after which said public hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the budget hereinafter set forth is proper and should be approved and adopted.

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

Section 1. Subject to the applicable provisions of state law and the City Charter, the budget for the Fiscal Year beginning October 1, 2008, and terminating September 30, 2009, as filed and submitted by the City Manager and shown attached as Exhibit "A", and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted, as follows:

A.	General Fund - Operating Appropriation:	\$203,641,350
B.	General Fund - Transfer to Property & Liability Loss:	1,800,000
C.	General Fund - Transfer to Economic Development:	858,361
D.	General Fund - Transfer to Economic Development Incentive Fund:	5,210,253
E.	General Fund - Transfer to Capital Reserve Fund:	10,500,000
F.	General Fund - Transfer to CATV Fund:	309,587
G.	General Fund - Transfer to Technology Fund:	1,000,000

H.	Convention & Tourism Fund - Operating Appropriation:	8,517,115
I.	Convention & Tourism Fund - Transfer to General Fund:	390,653
J.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
K.	Convention & Tourism Fund - Transfer to Debt Service:	834,120
L.	Water & Sewer System Fund - Operating Appropriation:	75,109,576
M.	Water & Sewer System Fund - Transfer to General Fund:	15,824,925
N.	Water & Sewer System Fund - Transfer to Debt Service Fund:	2,200,000
O.	Water & Sewer System Fund - Transfer to Water & Sewer CIP:	11,835,000
P.	Water & Sewer System Fund - Transfer to Capital Reserve:	1,200,000
Q.	Water & Sewer System Fund - Transfer to Property & Liability Loss Fund:	616,484
R.	Water & Sewer System Fund - Transfer to Technology Fund:	300,000
S.	Water & Sewer System Fund - Transfer to Technology Services Fund:	2,272,660
T.	Sustainability & Environmental Services Fund - Operating Appropriation:	22,084,194
U.	Sustainability & Environmental Services Fund - Transfer to General Fund:	873,942
V.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
W.	Sustainability & Environmental Services Fund - Transfer to Property & Liability Loss Fund:	289,593

X.	Municipal Drainage Fund - Operating Appropriation:	2,803,503
Y.	Municipal Drainage Fund - Transfer to General Fund:	344,968
Z.	Municipal Drainage Fund - Transfer to Technology Fund:	20,000
AA.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	2,502,570
BB.	Recreation Fund - Operating Appropriation:	3,083,787
CC.	Recreation Fund - Transfer to General Fund:	155,537
DD.	Golf Course Fund - Operating Appropriation:	894,751
EE.	Golf Course Fund - Transfer to General Fund:	44,550
FF.	Property & Liability Loss Fund - Operating Appropriation:	4,196,266
GG.	Grant Fund - Operating Appropriation:	2,339,563
HH.	Community Access TV Fund - Operating Appropriation:	1,061,677
II.	Criminal Investigation Fund - Operating Appropriation:	310,000
JJ.	Property Management Fund - Operating Appropriation:	8,100
KK.	Technology Fund - Operating Appropriation:	20,166,686
LL.	Technology Fund - Transfer to CATV Fund:	250,000
MM.	PC Replacement Fund - Operating Appropriation:	717,825

NN.	PC Replacement Fund - Transfer to Technology Fund:	1,000,000
OO.	Technology Services Fund - Transfer to Equipment Maintenance Fund:	5,000,000
PP.	General Obligation Bond - Debt Service Appropriation:	40,973,622
QQ.	Water & Sewer Revenue Bond - Debt Service Appropriation:	2,094,294

Section II. This ordinance shall be in full force and effect from and after its adoption.

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**

COMBINED BUDGET

	Actuals 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
BEGINNING BALANCES				
Operating Funds:				
General Fund	\$48,804,662	\$36,339,111	\$45,683,660	\$29,280,321
Water & Sewer Fund	12,311,270	695,211	4,823,608	4,021,400
Sustainability & Environ. Services Fund	1,336,062	1,192,172	2,492,748	1,532,722
Convention & Tourism Fund	2,930,280	2,229,375	4,069,927	2,651,475
Municipal Drainage Utility Fund	4,161,770	3,902,180	4,601,223	2,545,828
Recreation Revolving Fund	399,881	358,094	481,915	383,051
Municipal Golf Course Fund	64,978	18,487	75,039	70,251
Property Management Fund	357,908	376,744	382,247	448,108
Community Access TV Fund	208,944	96,290	253,185	153,915
TOTAL OPERATING FUNDS	\$70,575,755	\$45,207,663	\$62,863,552	\$41,087,070
Debt Service Funds:				
General Obligation	\$2,171,565	\$3,764,454	\$4,754,700	\$4,287,993
Water & Sewer Revenue	3,013,760	603,163	640,655	197,632
TOTAL DEBT SERVICE FUNDS	\$5,185,325	\$4,367,617	\$5,395,355	\$4,485,625
TOTAL BEGINNING BALANCES	\$75,761,080	\$49,575,280	\$68,258,907	\$45,572,695

REVENUES & TRANSFERS IN

Operating Funds:

General Fund	\$197,508,629	\$203,326,130	\$203,295,082	\$210,842,939
Water & Sewer Fund	86,334,572	99,436,410	97,521,932	112,947,318
Sustainability & Environ. Services Fund	21,203,793	20,824,911	21,176,374	22,416,581
Convention & Tourism Fund	7,517,636	7,169,655	7,657,870	7,813,053
Municipal Drainage Utility Fund	5,136,919	4,848,698	5,083,476	5,078,110
Grant Fund	2,052,085	1,905,895	1,905,895	2,339,563
Recreation Revolving Fund	2,818,368	2,932,192	3,031,066	3,110,733
Municipal Golf Course Fund	828,224	948,050	879,000	891,000
Property Management Fund	102,305	92,861	92,861	53,431
Community Access TV Fund	1,010,009	963,068	1,001,861	994,876
TOTAL OPERATING FUNDS	\$324,512,540	\$342,447,870	\$341,645,417	\$366,487,605

COMBINED BUDGET (continued)

	Actuals 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
Debt Service Funds:				
General Obligation	\$39,123,773	\$38,159,559	\$37,959,559	\$38,464,286
Water & Sewer Revenue	4,154,235	3,011,071	2,956,071	2,220,000
TOTAL DEBT SERVICE FUNDS	\$43,278,008	\$41,170,630	\$40,915,630	\$40,684,286
TOTAL REVENUE & TRANSFERS IN	\$367,790,548	\$383,618,500	\$382,561,047	\$407,171,891
Less: Interfund Transfers	20,104,409	20,001,489	20,302,945	21,228,281
NET BUDGET REVENUE	\$347,686,139	\$363,617,011	\$362,258,102	\$385,943,610
TOTAL AVAILABLE FUNDS	\$423,447,219	\$413,192,291	\$430,517,009	\$431,516,305
APPROPRIATIONS & TRANSFERS OUT				
Operations:				
General Fund	\$200,629,631	\$223,364,127	\$219,698,421	\$223,319,551
Water & Sewer Fund	93,822,234	98,307,445	98,324,140	109,358,645
Sustainability & Environ. Services Fund	20,047,107	21,673,395	22,136,400	23,307,729
Convention & Tourism Fund	6,377,989	8,765,282	9,076,323	9,761,888
Municipal Drainage Utility Fund	4,697,466	5,289,915	5,458,691	5,671,041
Grant Fund	2,052,085	1,905,895	1,905,895	2,339,563
Recreation Revolving Fund	2,736,334	3,078,541	3,129,930	3,239,324
Municipal Golf Course Fund	818,163	944,318	883,788	939,301
Property Management Fund	77,966	27,000	42,000	8,100
Community Access TV Fund	965,768	1,054,335	1,101,131	1,061,677
TOTAL OPERATIONS	\$332,224,743	\$364,410,252	\$361,756,719	\$379,006,817
Debt Service Funds:				
General Obligation	\$36,540,638	\$40,654,551	\$38,426,266	\$40,973,622
Water & Sewer Revenue	6,527,340	3,399,094	3,399,094	2,094,294
TOTAL DEBT SERVICE FUNDS	\$43,067,978	\$44,053,645	\$41,825,360	\$43,067,916
TOTAL APPROPRIATIONS & TRANSFERS OUT	\$375,292,721	\$408,463,897	\$403,582,079	\$422,074,733
Less: Interfund Transfers	20,104,409	20,001,489	20,302,945	21,228,281
NET BUDGET APPROPRIATIONS	\$355,188,312	\$388,462,408	\$383,279,134	\$400,846,452

COMBINED BUDGET (continued)

	Actuals 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
ENDING BALANCES				
Operating Funds:				
General Fund	\$45,683,660	\$16,301,114	\$29,280,321	\$16,803,709
Water & Sewer Fund	4,823,608	1,824,176	4,021,400	7,610,074
Sustainability & Environ. Services Fund	2,492,748	343,688	1,532,722	641,574
Convention & Tourism Fund	4,069,927	633,748	2,651,475	702,640
Municipal Drainage Utility Fund	4,601,223	3,460,963	4,226,008	1,952,897
Recreation Revolving Fund	481,915	211,745	383,051	254,460
Municipal Golf Course Fund	75,039	22,219	70,251	21,950
Property Management Fund	382,247	442,605	433,108	493,439
Community Access TV Fund	253,185	5,023	153,915	87,114
TOTAL OPERATING FUNDS	\$62,863,552	\$23,245,281	\$42,752,250	\$28,567,857
Debt Service Funds:				
General Obligation	\$4,754,700	\$1,269,462	\$4,287,993	\$1,778,657
Water & Sewer Revenue	640,655	215,140	197,632	323,338
TOTAL DEBT SERVICE FUNDS	\$5,395,355	\$1,484,602	\$4,485,625	\$2,101,995
TOTAL ENDING BALANCES	\$68,258,907	\$24,729,883	\$47,237,875	\$30,669,853
TOTAL APPROPRIATIONS & ENDING BALANCES	\$423,447,219	\$413,192,291	\$430,517,009	\$431,516,305

GENERAL FUND

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
UNAPPROPRIATED FUND BALANCE	\$48,804,662	\$36,339,111	\$44,117,227	\$29,280,321
Encumbrance Adjustment			1,566,433	
Revenues				
Taxes	\$133,148,428	\$139,766,898	\$138,166,406	\$141,822,672
Franchise Fees	22,039,441	20,388,866	21,576,228	21,745,842
Fines & Forfeits	7,484,452	8,136,154	7,073,889	8,150,500
Miscellaneous Revenue	4,277,928	3,848,310	3,869,727	4,248,181
Licenses & Permits	5,524,956	4,898,158	5,172,379	5,325,629
Charges for Services	8,473,801	8,967,739	9,739,903	11,201,895
Intergovernmental Revenue	696,993	710,886	750,996	713,646
Subtotal Revenues	\$181,645,999	\$186,717,011	\$186,349,528	\$193,208,365
Intragovernmental Transfers	15,862,630	16,609,119	16,945,554	17,634,574
TOTAL REVENUES & TRANSFERS	\$197,508,629	\$203,326,130	\$203,295,082	\$210,842,939
TOTAL RESOURCES	\$246,313,291	\$239,665,241	\$248,978,742	\$240,123,260
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$133,786,754	\$151,108,790	\$145,874,655	\$151,397,706
Materials & Supplies	6,703,930	7,515,312	8,189,949	7,322,754
Contractual	37,135,958	40,508,626	41,384,054	42,692,862
Community Services Agencies	503,010	514,900	514,900	524,600
Sundry	916,517	1,379,302	1,505,346	1,164,249
Reimbursements	(1,653,296)	(1,864,703)	(1,924,656)	(1,966,128)
Subtotal	\$177,392,873	\$199,162,227	\$195,544,248	\$201,136,043
Capital Outlay	2,142,144	2,254,500	3,059,097	2,505,307
TOTAL OPERATIONS	\$179,535,017	\$201,416,727	\$198,603,345	\$203,641,350
Capital Reserve	\$10,250,000	\$10,500,000	\$10,500,000	\$10,500,000
Property & Liability Loss Fund	2,616,840	2,753,180	1,800,000	1,800,000
Technology Fund	1,000,000	1,500,000	1,500,000	1,000,000
CATV Fund	310,111	344,568	309,587	309,587
Economic Development	917,663	849,652	985,489	858,361
Economic Development Incentive Fund	6,000,000	6,000,000	6,000,000	5,210,253
TOTAL TRANSFERS	\$21,094,614	\$21,947,400	\$21,095,076	\$19,678,201
TOTAL APPROPRIATIONS	\$200,629,631	\$223,364,127	\$219,698,421	\$223,319,551
UNAPPROPRIATED FUND BALANCE	\$45,683,660	\$16,301,114	\$29,280,321	\$16,803,709
Days of Operation				30

CONVENTION & TOURISM

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$2,930,280	\$2,229,375	\$4,069,927	\$2,651,475
Revenues				
Hotel/Motel Receipts	\$4,741,492	\$4,518,066	\$4,773,655	\$4,964,601
Civic Center Fees	2,581,123	2,551,589	2,678,452	2,698,452
Miscellaneous	8,235	0	10,857	0
Interest Income	186,786	100,000	194,906	150,000
TOTAL REVENUES	\$7,517,636	\$7,169,655	\$7,657,870	\$7,813,053
TOTAL RESOURCES	\$10,447,916	\$9,399,029	\$11,727,797	\$10,464,528
APPROPRIATIONS				
Operating Expenses				
Convention & Visitors Bureau	\$1,033,033	\$1,473,958	\$1,555,876	\$1,565,550
Civic Center Operations	3,234,713	3,679,217	3,708,148	4,034,749
Support of the Arts	601,301	677,710	677,710	677,710
Historic Preservation	591,451	677,710	677,710	677,710
Special Events	119,311	144,901	144,901	150,896
Civic Center Equipment Rpl Fund	232,221	1,145,000	1,259,355	1,410,500
Subtotal	\$5,812,030	\$7,798,496	\$8,023,700	\$8,517,115
Capital Outlay	53,892	40,500	101,925	0
TOTAL OPERATIONS	\$5,865,922	\$7,838,996	\$8,125,625	\$8,517,115
Transfer to General Fund	\$351,111	\$358,483	\$382,894	\$390,653
Transfer to Technology Fund	20,000	20,000	20,000	20,000
Transfer to Debt Service	140,956	547,804	547,804	834,120
TOTAL TRANSFERS	\$512,067	\$926,287	\$950,698	\$1,244,773
TOTAL APPROPRIATIONS	\$6,377,989	\$8,765,283	\$9,076,323	\$9,761,888
WORKING CAPITAL	\$4,069,927	\$633,746	\$2,651,475	\$702,640
Days of Operation				30

WATER & SEWER

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$12,311,270	\$695,211	\$4,823,608	\$4,021,400
Revenues				
Water Income	\$39,497,630	\$51,232,759	\$50,060,473	\$57,484,581
Sewer Income	41,622,029	44,875,544	44,371,038	52,540,000
Water Taps	99,232	125,115	75,619	77,131
Water & Sewer Penalties	1,088,733	1,247,627	1,224,367	1,234,162
Water Meters	229,555	250,000	185,386	223,451
Construction Water	87,423	117,417	225,341	229,848
Service Connect Fee	175,605	193,198	169,582	172,974
Backflow Testing	267,300	283,424	292,950	298,809
Sewer Tie-On	34,600	38,062	27,425	27,974
Pre-Treatment Permits	27,925	34,214	27,444	27,993
Interest Earnings	26,177	200,000	0	50,000
Transfer from Water Impact Fees	291,986	254,530	254,530	0
Transfer from Reserve Fund	2,211,912	0	0	0
Transfer in for Education Building	148,928	148,928	148,928	148,928
Misc. Income	525,537	435,593	458,850	431,468
TOTAL REVENUES	\$86,334,572	\$99,436,410	\$97,521,932	\$112,947,318
TOTAL RESOURCES	\$98,645,842	\$100,131,619	\$102,345,540	\$116,968,718
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$8,310,977	\$9,007,482	\$8,589,299	\$8,948,305
Materials & Supplies	2,366,827	3,269,377	4,395,794	5,079,551
Contractual	4,306,782	5,178,050	5,253,734	5,537,841
NTMWD - Water	24,946,198	28,836,000	26,959,318	31,529,375
NTMWD - Wastewater	10,959,349	11,706,396	11,846,565	14,087,958
NTMWD - Upper E. Fork Interceptor	6,174,697	6,864,322	7,041,288	8,344,313
Retirement of NTMWD Debt-Phase I&II	801,535	824,515	824,515	828,355
Sundry	659,465	323,978	385,480	378,734
Reimbursements	217,119	163,660	265,135	275,144
Subtotal	\$58,742,949	\$66,173,780	\$65,561,128	\$75,009,576
Capital Outlay	70,084	1,245,000	1,323,720	0
TOTAL OPERATIONS	\$58,813,033	\$67,418,780	\$66,884,848	\$75,009,576
Transfer to General Fund	\$14,197,581	\$14,917,733	\$15,219,179	\$15,824,925
Transfer to Debt Service	2,550,000	2,250,000	2,250,000	2,200,000
Transfer to W & S CIP	12,300,000	7,800,000	7,800,000	11,835,000
Transfer to Capital Reserve	3,000,000	3,000,000	3,000,000	1,200,000
Transfer to Loss Fund	551,070	533,821	571,959	616,484
Transfer to Technology Fund	300,000	300,000	300,000	300,000
Transfer to Technology Services	2,025,792	1,987,111	2,198,154	2,272,660
Transfer for Sustainability	84,758	100,000	100,000	100,000
TOTAL TRANSFERS	\$35,009,201	\$30,888,665	\$31,439,292	\$34,349,069
TOTAL APPROPRIATIONS	\$93,822,234	\$98,307,445	\$98,324,140	\$109,358,645
WORKING CAPITAL	\$4,823,608	\$1,824,174	\$4,021,400	\$7,610,073
Days of Operation				37

SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$1,336,062	\$1,192,172	\$2,492,748	\$1,532,722
Revenues				
Commercial Franchise	\$6,259,512	\$6,351,573	\$6,421,781	\$6,496,731
Special Refuse Collection	54,989	51,276	56,419	127,020
Residential Collection	11,440,449	11,448,612	11,567,097	12,311,419
Allied Waste, Inc.	58,237	62,592	58,296	74,045
Recycling	976,775	769,858	1,107,417	875,500
Sales of Landscape Bags	51,938	46,266	52,469	46,451
Contributions via Utility Billing	12,914	13,255	13,255	13,308
Sale of Compost	559,036	648,709	648,709	728,709
Tipping Fees	630,668	780,463	882,935	971,228
Miscellaneous	344,134	549,307	264,996	669,170
Environmental Ed. Bldg. Loan	663,000	0	0	0
Reimbursements	67,383	3,000	3,000	3,000
Sustainability Program Transfer	84,758	100,000	100,000	100,000
TOTAL REVENUES	\$21,203,793	\$20,824,911	\$21,176,374	\$22,416,581
TOTAL RESOURCES	\$22,539,855	\$22,017,083	\$23,669,122	\$23,949,303
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	5,548,423	\$5,868,298	\$5,658,832	\$5,860,004
Materials & Supplies	321,151	355,357	384,588	327,777
Contractual	5,589,317	6,342,749	6,499,562	6,999,094
NTMWD	6,337,459	7,043,979	7,344,355	7,965,842
Sundry	476,490	300,982	113,704	225,444
Reimbursements	73,675	57,987	59,989	62,138
Subtotal	\$18,346,515	\$19,969,352	\$20,061,030	\$21,440,299
Capital Outlay	132,439	141,500	480,367	256,170
TOTAL OPERATIONS	\$18,478,954	\$20,110,852	\$20,541,397	\$21,696,469
Transfer to General Fund	\$800,262	\$808,231	\$817,319	\$873,942
Transfer to Technology Fund	60,000	60,000	60,000	60,000
Transfer to W&S Fund-Env. Ed. Bldg.	148,928	148,928	148,928	148,928
Transfer to Internal Loan Program	238,797	238,797	238,797	238,797
Transfer to Loss Fund	320,166	306,587	329,959	289,593
TOTAL TRANSFERS	\$1,568,153	\$1,562,543	\$1,595,003	\$1,611,260
TOTAL APPROPRIATIONS	\$20,047,107	\$21,673,395	\$22,136,400	\$23,307,729
WORKING CAPITAL	\$2,492,748	\$343,688	\$1,532,722	\$641,574
Days of Operation				11

MUNICIPAL DRAINAGE UTILITY

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$4,161,770	\$3,902,180	\$4,601,223	\$2,545,828
Revenues				
Environmental Assessment Fees:				
Residential Class Fees	\$2,704,570	\$2,616,929	\$2,704,570	\$2,715,389
Commercial Class Fees	2,203,906	2,106,769	2,203,906	2,212,721
Miscellaneous	9,491	0	0	0
Interest Income	218,952	125,000	175,000	150,000
TOTAL REVENUES	\$5,136,919	\$4,848,698	\$5,083,476	\$5,078,110
TOTAL RESOURCES	\$9,298,689	\$8,750,878	\$9,684,699	\$7,623,938
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$922,961	\$1,191,763	\$1,171,717	\$1,337,985
Materials & Supplies	154,251	282,807	259,852	265,464
Contractual	710,980	881,715	891,084	859,833
Sundry	1,334	2,875	3,458	35,461
Reimbursements	259,500	220,049	292,839	304,760
Subtotal	\$2,049,026	\$2,579,209	\$2,618,950	\$2,803,503
Capital Outlay	25,147	0	54,000	0
TOTAL OPERATIONS	\$2,074,173	\$2,579,209	\$2,672,950	\$2,803,503
Transfer to General Fund	\$336,833	\$330,659	\$330,659	\$344,968
Transfer to Technology Fund	20,000	20,000	20,000	20,000
Transfer to Revenue Debt	2,266,460	2,360,047	2,435,082	2,502,570
TOTAL TRANSFERS	\$2,623,293	\$2,710,706	\$2,785,741	\$2,867,538
TOTAL APPROPRIATIONS	\$4,697,466	\$5,289,915	\$5,458,691	\$5,671,041
RESERVE REQUIREMENT			\$1,680,180	
WORKING CAPITAL	\$4,601,223	\$3,460,963	\$2,545,828	\$1,952,897
Days of Operation				254

RECREATION REVOLVING

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$399,881	\$358,094	\$481,915	\$383,051
Revenues				
Recreation Fees	\$2,718,881	\$2,863,603	\$2,939,303	\$3,030,077
Contributions	16,772	12,389	19,387	12,600
Interest Income	53,268	30,000	45,000	40,000
Sundry	29,447	26,200	27,376	28,056
TOTAL REVENUES	\$2,818,368	\$2,932,192	\$3,031,066	\$3,110,733
TOTAL RESOURCES	\$3,218,249	\$3,290,286	\$3,512,981	\$3,493,784
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$957,863	\$1,386,740	\$1,275,344	\$1,347,502
Materials & Supplies	172,755	193,241	206,091	224,986
Contractual	1,428,232	1,320,644	1,467,594	1,482,446
Sundry	20,441	31,306	29,348	28,853
Subtotal	\$2,579,291	\$2,931,931	\$2,978,377	\$3,083,787
Capital Outlay	20,500	0	0	0
TOTAL OPERATIONS	\$2,599,791	\$2,931,931	\$2,978,377	\$3,083,787
Transfer to General Fund	\$136,543	\$146,610	\$151,553	\$155,537
TOTAL TRANSFERS	\$136,543	\$146,610	\$151,553	\$155,537
TOTAL APPROPRIATIONS	\$2,736,334	\$3,078,541	\$3,129,930	\$3,239,324
WORKING CAPITAL	\$481,915	\$211,745	\$383,051	\$254,460
Days of Operation				30

GOLF COURSE

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$64,978	\$18,487	\$75,039	\$70,251
Revenues				
Golf Fees	\$803,628	\$925,000	\$865,000	\$870,000
Concessions	15,607	8,040	8,000	15,000
Room Rental	0	2,010	0	0
Interest Income	4,870	5,000	4,000	4,000
Miscellaneous	4,119	8,000	2,000	2,000
TOTAL REVENUES	\$828,224	\$948,050	\$879,000	\$891,000
TOTAL RESOURCES	\$893,202	\$966,537	\$954,039	\$961,251
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$519,591	\$535,703	\$518,824	\$511,279
Supplies	102,198	121,110	101,610	117,550
Contractual Services	154,230	207,872	217,174	263,692
Sundry Charges	1,399	2,230	2,230	2,230
Subtotal	\$777,418	\$866,915	\$839,838	\$894,751
Capital Outlay	445	30,000	0	0
TOTAL OPERATIONS	\$777,863	\$896,915	\$839,838	\$894,751
Transfer to General Fund	40,300	47,403	43,950	44,550
TOTAL TRANSFERS	\$40,300	\$47,403	\$43,950	\$44,550
TOTAL APPROPRIATIONS	\$818,163	\$944,318	\$883,788	\$939,301
WORKING CAPITAL	\$75,039	\$22,220	\$70,251	\$21,950
Days of Operation				9

PROPERTY & LIABILITY LOSS

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$1,470,697	\$1,340,412	\$3,273,175	\$2,076,803
Resources				
General Fund Transfer In	\$4,387,857	\$2,753,180	\$1,800,000	\$1,800,000
Water & Sewer Fund Transfer In	678,325	533,821	571,959	616,484
Sustain. & Env. Svcs. Fund Transfer In	408,726	306,587	329,959	289,593
Claims Recovered	285,504	200,000	355,000	200,000
Interest Earned	285,547	225,000	325,000	225,000
TOTAL REVENUES	\$6,045,959	\$4,018,588	\$3,381,918	\$3,131,077
TOTAL RESOURCES	\$7,516,656	\$5,359,000	\$6,655,093	\$5,207,880
APPROPRIATIONS				
Workers' Compensation	\$1,035,827	\$1,200,000	\$1,200,000	\$1,075,000
Judgements and Damages	953,058	1,200,000	1,000,000	1,000,000
Property Damage	0	100,000	100,000	100,000
Risk Management Operations	2,254,596	1,779,513	2,278,290	2,021,266
TOTAL APPROPRIATIONS	\$4,243,481	\$4,279,513	\$4,578,290	\$4,196,266
UNAPPROPRIATED FUND BALANCE	\$3,273,175	\$1,079,487	\$2,076,803	\$1,011,614

CDBG GRANT

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
TOTAL CDBG REVENUES	\$2,052,085	\$ 1,905,895	\$1,905,895	\$ 2,339,563
APPROPRIATIONS				
Housing Rehabilitation	\$1,064,526	\$1,046,772	\$1,046,772	\$880,828
Administrative	91,293	125,000	125,000	100,000
Samaritan Inn	0	0	0	35,000
Homelessness Prevention	17,000	17,700	17,700	20,000
Homeownership Program	25,000	100,000	100,000	104,154
American Dream Downpayment Initiative	10,281	10,281	10,281	0
ACORN Housing	0	0	0	18,000
Collin County Committee on Aging	0	0	0	50,000
Collin County MHMR/ Lifepath Systems	29,000	29,000	29,000	0
Children's Advocacy Center	0	21,924	21,924	20,000
Plano Housing Corporation	125,000	184,657	184,657	191,097
Collin County Information and Referral / Assistance Center of Collin County	59,000	0	0	50,000
Habitat for Humanity of South Collin Co.	115,000	180,000	180,000	175,000
Collin Intervention to Youth	126,386	0	0	40,000
Assistance League of Greater Collin Co.	0	0	0	22,500
Plano International Preschool	20,000	0	0	0
Boys and Girls Clubs of Collin County	0	0	0	17,000
Aids Services of North Texas	0	60,000	60,000	63,084
Transportation Services	500	750	750	1,000
Plano Housing Authority	21,500	16,000	16,000	10,000
Hope's Door	0	0	0	25,000
Legal Aid of NorthWest Texas	9,409	0	0	0
Plano Community Homes	266,390	0	0	112,000
Community Dental Care	0	0	0	25,000
Communities in Schools Dallas	31,800	40,811	40,811	43,000
Geriatric Wellness Center	0	0	0	22,500
Christ United Methodist Church	40,000	43,000	43,000	50,000
Family Outreach	0	0	0	10,000
God's Food Pantry	0	0	0	35,000
Crossroads Family Services	0	30,000	30,000	35,000
Special Care and Career Services	0	0	0	9,480
Big Brothers Big Sisters of North Texas	0	0	0	5,000
CASA of Collin County	0	0	0	15,000
Plano Community Charity	0	0	0	40,000
Collin County Adult Clinic	0	0	0	15,000
Plano Children's Medical Clinic	0	0	0	37,420
Avenues Counseling Center	0	0	0	2,500
Journey of Hope	0	0	0	5,000
Child and Family Guidance Centers	0	0	0	10,000
Rape Crisis Center	0	0	0	30,000
Plano Edu. Foundation Family Literacy	0	0	0	15,000
TOTAL APPROPRIATIONS	\$2,052,085	\$1,905,895	\$1,905,895	\$2,339,563

COMMUNITY ACCESS TV

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$208,944	\$96,290	\$253,185	\$153,915
Revenues				
Plano Television Network Fee	\$274,006	\$208,000	\$269,274	\$269,274
Interest Income	22,263	10,000	22,000	15,000
Cable Community Grant	150,000	150,000	150,000	150,000
Transfer In Gen Fund - Franchise Fees	310,111	344,568	309,587	309,587
Transfer In Technology Fund	250,000	250,000	250,000	250,000
Miscellaneous	3,629	500	1,000	1,015
TOTAL REVENUES	\$1,010,009	\$963,068	\$1,001,861	\$994,876
TOTAL RESOURCES	\$1,218,953	\$1,059,358	\$1,255,046	\$1,148,791
APPROPRIATIONS				
Operating Expense				
Salaries & Wages	\$807,238	\$862,592	\$812,218	\$819,898
Materials & Supplies	65,158	75,369	91,207	73,129
Contractual	86,195	114,174	121,154	116,150
Sundry	1,655	2,200	2,552	2,500
Equipment Replacement	0	0	45,000	50,000
Subtotal	\$960,246	\$1,054,335	\$1,072,131	\$1,061,677
Capital Outlay	5,522	0	29,000	0
TOTAL APPROPRIATIONS	\$965,768	\$1,054,335	\$1,101,131	\$1,061,677
WORKING CAPITAL	\$253,185	\$5,023	\$153,915	\$87,114
Days of Operation				30

CRIMINAL INVESTIGATION

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
UNAPPROPRIATED FUND BALANCE	\$809,841	\$910,346	\$899,902	\$606,805
Forfeited Property	\$256,850	\$50,000	\$100,000	\$50,000
Interest	53,431	30,000	40,000	30,000
Auction Proceeds	27,157	20,000	13,000	20,000
Grants and Miscellaneous	22,409	0	10,000	10,000
TOTAL REVENUES	\$359,847	\$100,000	\$163,000	\$110,000
TOTAL RESOURCES	\$1,169,688	\$1,010,346	\$1,062,902	\$716,805
APPROPRIATIONS				
Operating Expense				
Materials & Supplies	\$54,398	\$80,000	\$20,000	\$110,000
Contractual - Professional	11,300	10,000	41,000	20,000
Reimbursements to Other Funds	14,609	0	10,000	10,000
Capital Outlay	189,480	265,500	385,097	170,000
TOTAL APPROPRIATIONS	\$269,787	\$355,500	\$456,097	\$310,000
UNAPPROPRIATED FUND BALANCE	\$899,902	\$654,846	\$606,805	\$406,805

PROPERTY MANAGEMENT

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$357,908	\$376,744	\$382,247	\$448,108
Revenues				
Rents	\$81,586	\$78,861	\$78,861	\$39,431
Interest	20,719	14,000	14,000	14,000
TOTAL REVENUES	\$102,305	\$92,861	\$92,861	\$53,431
TOTAL RESOURCES	\$460,213	\$469,605	\$475,108	\$501,539
APPROPRIATIONS				
Operating Expense				
Materials & Supplies	\$1,075	\$1,000	\$1,000	\$500
Contractual	76,891	16,000	31,000	7,600
Subtotal	\$77,966	\$17,000	\$32,000	\$8,100
Capital Outlay	0	10,000	10,000	0
TOTAL OPERATIONS	\$77,966	\$27,000	\$42,000	\$8,100
TOTAL APPROPRIATIONS	\$77,966	\$27,000	\$42,000	\$8,100
WORKING CAPITAL	\$382,247	\$442,605	\$433,108	\$493,439

TECHNOLOGY FUND

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$4,432,763	\$954,924	\$6,703,049	\$9,033,580
Revenues				
General Fund	\$1,000,000	1,500,000	\$1,500,000	\$1,000,000
Water & Sewer Fund	300,000	300,000	300,000	300,000
Sustainability & Environmental	60,000	60,000	60,000	60,000
Municipal Drainage Fund	20,000	20,000	20,000	20,000
Convention & Tourism Fund	20,000	20,000	20,000	20,000
Interest Earnings	252,204	150,000	350,000	350,000
Library Fund loan payment	0	150,000	150,000	0
Network Infrastructure Fund 09	0	0	4,333,205	0
Transfer from PC Replacement	0	0	0	1,000,000
Transfer from Tech Fund 66	0	0	0	2,000,000
Intergovernmental Revenue	0	0	171,830	0
Certificates of Obligation	11,092,572	9,500,000	17,282,111	7,292,889
TOTAL REVENUES	\$12,744,776	\$11,700,000	\$24,187,146	\$12,042,889
TOTAL RESOURCES	\$17,177,539	\$12,654,924	\$30,890,195	\$21,076,469
APPROPRIATIONS				
Operating Expense				
Fund 62 Projects	\$3,305,567	\$2,813,287	\$4,719,068	\$5,803,200
Fund 29 Projects	6,768,923	9,500,000	16,887,547	14,363,486
TOTAL OPERATIONS	\$10,074,490	\$12,313,287	\$21,606,615	\$20,166,686
Transfer to Spooles Library	150,000	0	0	0
Transfer to CATV	250,000	250,000	250,000	250,000
TOTAL TRANSFERS	\$400,000	\$250,000	\$250,000	\$250,000
TOTAL APPROPRIATIONS	\$10,474,490	\$12,563,287	\$21,856,615	\$20,416,686
WORKING CAPITAL	\$6,703,049	\$91,637	\$9,033,580	\$659,783

PC REPLACEMENT FUND

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
WORKING CAPITAL	\$1,083,929	\$735,328	\$1,566,776	\$1,197,913
Revenues				
General Fund	\$653,572	\$651,199	\$705,868	\$604,664
Govt Access/CATV	4,223	4,515	4,515	4,101
Municipal Court Technology	6,289	5,629	5,629	8,657
Water & Sewer Fund	41,614	37,849	42,174	37,461
Sustainability & Environ. Svcs.	29,651	16,939	16,940	18,587
Convention & Tourism	14,174	15,413	15,413	15,316
Golf Course	0	0	0	0
Recreation Revolving	925	925	925	380
Municipal Courts Bldg. Security	396	396	396	0
Equipment Maintenance	8,066	6,974	6,974	8,471
Office Services	2,668	3,024	3,024	2,545
Municipal Warehouse	1,232	738	738	1,055
Property/Liability Loss	4,253	4,087	4,087	4,918
Technology Services	71,172	69,016	72,429	59,975
Economic Development	2,362	2,767	2,767	2,735
Miscellaneous	79,615	45,000	45,000	45,000
TOTAL REVENUES	\$920,212	\$864,471	\$926,879	\$813,865
TOTAL RESOURCES	\$2,004,141	\$1,599,799	\$2,493,655	\$2,011,778
APPROPRIATIONS				
Operating Expense				
Non-Capital Software	\$0	\$0	\$0	\$0
Non-Capital Hardware	416,805	628,869	1,225,702	579,659
Sundry	2,184	0	0	0
Capital Software	0	48,040	48,040	0
Capital Computer Hardware	18,376	22,000	22,000	138,166
TOTAL OPERATIONS	\$437,365	\$698,909	\$1,295,742	\$717,825
Transfer to Technology Fund	\$0	\$0	\$0	\$1,000,000
TOTAL APPROPRIATIONS	\$437,365	\$698,909	\$1,295,742	\$1,717,825
WORKING CAPITAL	\$1,566,776	\$900,890	\$1,197,913	\$293,953
Computer Reserve	\$200,000	\$200,000	\$200,000	\$200,000
Available Fund Balance	\$1,366,776	\$700,890	\$997,913	\$93,953
Total Working Capital	\$1,566,776	\$900,890	\$1,197,913	\$293,953

GENERAL OBLIGATION DEBT SERVICE

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
UNAPPROPRIATED FUND BALANCE	\$2,171,565	\$3,764,454	\$4,754,700	\$4,287,993
Revenues				
Property Tax				
Current	\$36,834,769	\$36,014,670	\$36,014,670	\$36,426,851
Delinquent	365,380	373,800	373,800	378,271
Penalty & Interest	212,071	149,520	149,520	151,308
Fund Interest Income	1,296,164	1,000,000	800,000	600,000
Transfer-Conv. & Tour. Fund	140,956	547,804	547,804	834,120
Police Academy Reimbursement	274,433	73,765	73,765	73,736
TOTAL REVENUES	\$39,123,773	\$38,159,559	\$37,959,559	\$38,464,286
TOTAL RESOURCES	\$41,295,338	\$41,924,013	\$42,714,259	\$42,752,279
APPROPRIATIONS				
Bond and Certificates				
Principal	\$21,020,000	\$21,715,000	\$21,715,000	\$21,615,000
Interest	12,388,639	12,908,920	13,971,850	13,651,357
Transfer to Public Safety Tech Fund	2,682,750	0	0	0
Transfer to Tech Infrastructure & Public Art	282,000	281,900	281,900	281,588
Transfer to Tax Notes Moto Mesh	146,667	2,110,000	2,110,000	2,103,200
Transfer to Tax Notes MotoMesh& Radio Sys Repl	0		327,916	2,659,794
Exchanges Fees	20,582	15,000	19,600	20,000
Subtotal	\$36,540,638	\$37,030,820	\$38,426,266	\$40,330,939
New Debt	0	3,623,731	0	642,683
TOTAL APPROPRIATIONS	\$36,540,638	\$40,654,551	\$38,426,266	\$40,973,622
UNAPPROPRIATED FUND BALANCE	\$4,754,700	\$1,269,462	\$4,287,993	\$1,778,657

WATER & SEWER DEBT SERVICE

	Actual 2006-07	Budget 2007-08	Re-Est 2007-08	Budget 2008-09
<u>RESERVE FUND</u>				
WORKING CAPITAL	\$960,421	\$0	\$0	\$0
Fund Interest Income	30,291	0	0	0
Transfer to W&S Debt Service	(990,712)	0	0	0
TOTAL	(\$960,421)	\$0	\$0	\$0
FUND BALANCE	\$0	\$0	\$0	\$0
<u>SINKING FUND</u>				
UNAPPROPRIATED FUND BALANCE	\$2,053,339	\$603,163	\$640,655	\$197,632
Transfer In (W & S Fund)	\$2,550,000	\$2,250,000	\$2,250,000	\$2,200,000
Transfer In (W & S Reserve)	990,712	0	0	0
Transfer to Escrow & Adj.	(20,921)	0	0	0
Transfer In (Water Impact Fees)	500,151	412,885	412,885	0
Transfer In (Sewer Impact Fees)	300,642	248,186	248,186	0
Fund Interest Income	794,072	100,000	45,000	20,000
TOTAL	\$5,114,656	\$3,011,071	\$2,956,071	\$2,220,000
TOTAL RESOURCES	\$7,167,995	\$3,614,234	\$3,596,726	\$2,417,632
<u>APPROPRIATIONS</u>				
Principal	\$2,252,051	\$2,280,000	\$2,280,000	\$1,855,000
Interest	1,074,543	319,094	319,094	239,294
Fees	746	0	0	0
Subtotal	\$3,327,340	\$2,599,094	\$2,599,094	\$2,094,294
Transfer to Sewer CIP	3,200,000	800,000	800,000	0
TOTAL TRANSFERS	\$3,200,000	\$800,000	\$800,000	\$0
TOTAL APPROPRIATIONS	\$6,527,340	\$3,399,094	\$3,399,094	\$2,094,294
UNAPPROPRIATED FUND BALANCE	\$640,655	\$215,140	\$197,632	\$323,338



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/8/08	Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Budget & Research	Initials	Date		
Department Head	Karen Rhodes	Executive Director			
Dept Signature:	<i>KRW</i>	City Manager	<i>THL</i>	<i>8/29/08</i>	
Agenda Coordinator (include phone #): Elizabeth Dorrance x7146					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE COMMUNITY INVESTMENT PROGRAM AND SETTING THE APPROPRIATIONS FOR 2008-09; 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:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS:					
SUMMARY OF ITEM					
This ordinance approves and adopts the capital improvement projects in the Community Investment Program to be completed or undertaken in 2008-09, and sets the level of appropriations for the various funds, as reviewed by the City Council.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE COMMUNITY INVESTMENT PROGRAM AND SETTING THE APPROPRIATIONS FOR 2008-09; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published as required by law, a public hearing was held on August 11, 2008, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget and Community Investment Program of the City of Plano for Fiscal Year 2008-09; and

WHEREAS, during said Public Hearing, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Community Investment Program, after which said Public Hearing was closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the appropriations for the 2008-09 Community Investment Program hereinafter set forth is proper and should be approved and adopted.

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

Section I. Appropriations for the Community Investment Program for the year beginning October 1, 2008 and ending September 30, 2009, as filed and submitted by the City Manager, containing estimates for the various projects to be expended, is hereby approved and adopted as follows:

A.	Fire Facilities Fund	9,300,000
B.	Creative & Performing Arts Fund	1,000,000
C.	Park Improvements Fund	20,413,000
D.	Recreation Centers Fund	1,000,000
E.	Street Improvements Fund	46,499,000
F.	Park Fee Program	1,900,000
G.	DART Fund	200,000
H.	Capital Reserve Fund	15,111,000
I.	Municipal Drainage CIP Fund	4,667,000
J.	Water Projects Fund	7,684,436
K.	Sewer Projects Fund	10,969,436
L.	Public Art Fund	30,000

ORDINANCE NO. _____

Page 2

Section II. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____, 2008.

Pat Evans, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory			Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		9/8/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Budget		Initials	Date	
Department Head:	Karen Rhodes		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	<i>8/29/08</i>
Agenda Coordinator (include phone #): Anita Bell x7194					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE TAX RATE FOR THIS FISCAL YEAR BEGINNING OCTOBER 1, 2008, AND TERMINATING SEPTEMBER 30, 2009; 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:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(s):					
COMMENTS:					
SUMMARY OF ITEM					
This Ordinance sets the ad valorem tax rate for 2008-09 at .4735 cents per \$100 assessed valuation, to be distributed as follows:					
\$.3268 for Operations & Maintenance \$.1467 for General Obligation Debt					
<hr style="width: 20%; margin: auto;"/> \$.4735 Total Tax Rate					
"THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.					
THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$5.80."					

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, APPROVING AND ADOPTING THE TAX RATE FOR THIS FISCAL YEAR BEGINNING OCTOBER 1, 2008, AND TERMINATING SEPTEMBER 30, 2009 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been presented with a proposed Ad Valorem Tax Rate for Fiscal Year 2008-09, and such Tax Rate would impose an amount of taxes that would exceed the levy for Fiscal Year 2007-08; and

WHEREAS, Section 26.05 of the Texas Tax Code, as amended, provides that the City may not adopt a Tax Rate for Fiscal Year 2008-09 that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated without notice of and holding two public hearings on the proposed tax rate; and

WHEREAS, following public notice duly posted and published as required by law, two Public Hearings were held on August 21, 2008, and August 25, 2008, by and before the City Council of the City of Plano; and

WHEREAS, the proposed tax rate does exceed the Effective Tax Rate; and

WHEREAS, upon full review of and consideration of the matter, the City Council is of the opinion that the proposed Tax Rate for Fiscal Year 2008-09 should be approved and adopted for Fiscal Year 2008-09.

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

Section I. There is hereby levied and shall be assessed for the Fiscal Year 2008-09 of the City of Plano an Ad Valorem Tax Rate on each ONE HUNDRED DOLLARS (\$100.00) valuation of property within the limits of the City of Plano and subject to taxation as follows:

\$.3268	for purposes of General Fund maintenance and operation.
\$.1467	for payment of principal and interest on all General Obligation Bond funded debt of this City.
<hr/>	
\$.4735	Total Tax Rate

"THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

Ordinance No. _____

Page 2

THE TAX RATE WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$5.80."

Section II. The Tax Assessor of the City of Plano is hereby directed to assess for the 2008-09 Fiscal Year the rates and amounts herein levied and, when such taxes are collected, to distribute the collections in accordance with this Ordinance.

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

DULY PASSED AND APPROVED, THIS THE _____ DAY OF _____, 2008.

Pat Evans, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

APPROVED AS TO FORM:

Diane C. Wetherbee, **CITY ATTORNEY**



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	9/8/08	Reviewed by Legal <i>[Signature]</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Budget	Initials	Date		
Department Head	Karen Rhodes	Executive Director			
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	8/29/08	
Agenda Coordinator (include phone #): Anita Bell x7194					
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, RATIFYING THE PROPERTY TAX REVENUE INCREASE IN THE 2008-09 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAXES IN THE 2008-09 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2008-09	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0	0
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	0	0	0	0
BALANCE	0	0	0	0	0
FUND(s):					
COMMENTS:					
SUMMARY OF ITEM					
<p>As required by H.B. 3195, adoption of a Budget that raises more property tax revenue than was generated the previous year requires three votes by the City Council: (a) one vote to adopt the Budget; and (b) one vote to adopt the tax rate; and (c) a separate vote to "ratify" the property tax revenue increase reflected in the Budget.</p> <p>This Ordinance ratifies the property tax revenue increase as reflected in the 2008-09 Budget, by adding the following statement:</p> <p>"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$6,031,512 OR 5.20% AND OF THAT AMOUNT \$2,650,079 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."</p>					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, RATIFYING THE PROPERTY TAX REVENUE INCREASE IN THE 2008-09 BUDGET AS A RESULT OF THE CITY RECEIVING MORE REVENUES FROM PROPERTY TAXES IN THE 2008-2009 BUDGET THAN IN THE PREVIOUS FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, H.B. 3195, relating in part to "truth-in-taxation disclosure", requires the City Council to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and,

WHEREAS, the City's 2008-09 Budget has an increase in property tax revenues as compared to the previous year; and,

WHEREAS, as a result of the approval of the 2008-09 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

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

Section I. The increased revenue from property taxes in the 2008-09 City Budget is hereby ratified, with the following declaration:

"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$6,031,512 OR 5.20%, AND OF THAT AMOUNT \$2,650,079 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."

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

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

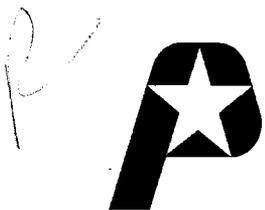
Pat Evans, **MAYOR**

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/8/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Planning	Initials	Date	
Department Head	Phyllis Jarrell	Executive Director	<i>[Signature]</i> 8/29/08	
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i> 8/29/08	
Agenda Coordinator (include phone #): Tammy Stuckey, x 7156				
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 REPORT				
CAPTION				
Public Hearing and Comment: Review of Annual Performance Report for the Use of Federal Funds in 2007-2008.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS:				
SUMMARY OF ITEM				
<p>The City is required to inform the public regarding the use of federal grant funds provided to the City each year. The attached report describes the goals for the year, and the results which were achieved. These accomplishments directly support Goal 1 of the Strategic Plan: Premier City in Which to Live; and the objectives 1: To maintain and enhance Plano quality of life - place to live, things to do, safe living and objective 4: To assure quality, desirable housing choices for all.</p>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo, Report		Community Relations Commission, Approved 6-0		

M E M O R A N D U M

DATE: August 28, 2008
TO: Frank Turner, Executive Director
FROM: Christina Day, Neighborhood Services Manager 
RE: 2007-08 Consolidated Annual Performance Evaluation Report

Please find attached the Annual Performance Report for the use of federal funds in Plano in 2007-08. The report is prepared as a requirement for the use of federal funds. Its purpose is to inform the public regarding how the federal funds were used during the year. The report also includes federal funds provided to the Plano Housing Authority.

To summarize the report, Plano received approximately \$2,563,983 in federal funds, 100% of which was used to provide housing and/or public services for 1,542 low-to-moderate income Plano residents. In addition, the City of Plano provided \$505,900 in Buffington Community Services funds, of which 90% was spent on agencies providing emergency services to Plano residents. These city funds assisted 40,715 individuals in need. These accomplishments directly support Goal 1 of the Strategic Plan: Premier City in Which to Live; and the objectives 1: To maintain and enhance Plano quality of life - place to live, things to do, safe living and objective 4: To assure quality, desirable housing choices for all.

Eight new affordable houses were completed, one home was reconstructed, and 30 single-family homes received assistance with housing rehabilitation. Eighteen first-time homebuyer families were assisted with down payment and closing cost assistance. A total of 944 Plano residents were assisted with housing needs, including both homeowner, rental and shelter assistance.

In addition to housing needs, the following needs were met through grants with various non-profit organizations or city programs. (Please note that some of the residents who were assisted appear in more than one of the following categories.)

Homeless persons/families	12,708
Elderly	1741
Persons with HIV/AIDS	46
Youth	2702
Education/Literacy	259
Health Services	10,062
Transportation Needs	200
Rent and Utility Assistance	4,591

2007 City of Plano Consolidated Annual Performance Report



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1 Introduction

In accordance with the U.S. Department of Housing and Urban Development's (HUD) 24 CFR Part 91, the City of Plano is required to submit the Consolidated Annual Performance Report (CAPER) to HUD regarding program performance. This report is a summary of accomplishments and an account of allocations and expenditures for activities undertaken as a part of the City of Plano 2005-2009 Consolidated Plan. The 2007 City of Plano CAPER covers the program year July 1, 2007 through June 30, 2008. By law, the City of Plano CAPER must be available for public comments 15 days prior to report submission. Additionally, this report must be submitted to HUD within 90 days of the close of the program year.

2 Executive Summary

2 Executive Summary

During the 2007-2008 HUD program year, the City of Plano committed \$2,256,413 in federal and general funds to assist Plano residents in improving their quality of life. The activities undertaken with the use of these funds are specific to the five year goals and objective established in the 2005-2009 City of Plano Consolidated Plan.

2.1 Federal Funds

The City of Plano received \$1,292,356 in Community Development Block Grant (CDBG) entitlement funds, \$447,876 in HOME Investment (HOME) entitlement funds, and \$10,281 in American Dream Downpayment Initiative (ADDI) funds at the beginning of the program year 2007. The 2007 program funds were used to assist low-to-moderate income individuals and families.

Through the assistance of nonprofit agencies, the City of Plano was able to carry out programs that improved the quality of life for all Plano residents. Table 2.1 shows agency names and their corresponding HUD activity number that received CDBG and/or HOME funds to help the City of Plano serve residents during the 2007 program year.

Agency Name	HUD Activity Number
AIDS Service of North Texas	346
Assistance Center of Collin County (Transportation Program)	338
Collin County Children's Advocacy Center	347, 252
Communities in School	344, 345
Christ United Methodist Church	316, 321, 352
City of Plano Housing Rehabilitation Program	337
City of Plano First Time Homebuyer Program	320, 329, 335, 336, 351, 355, 356, 364, 365, 366, 367, 369, 372, 374, 375, 376, 377
Crossroads Family Services	348
Habitat for Humanity of South Collin County	218, 236 (this activity represents 2 houses), 270, 275, 278, 302 (this activity represents 2 houses)
LifePath, Inc.	341

Agency Name	HUD Activity Number
Plano Housing Authority	343
Plano Housing Corporation	330, 331, 334
Samaritan Inn (Homeless Prevention Program)	339

Table 2.1 2007 Plano CDBG/HOME Agencies

The City of Plano prides itself in helping those individuals with the greatest need. 100% of the funding received from HUD was spent on low-to-moderate income individuals. 1,542 individuals living in the City of Plano were assisted with HUD funds during the past program year. Of those, 53 of the households represented were assisted through housing initiatives, and the remaining 1,489 were assisted through public services. These individuals enjoyed access to new and/or improved services which helped them maintain, and in many cases improve, their current social and economic situations.

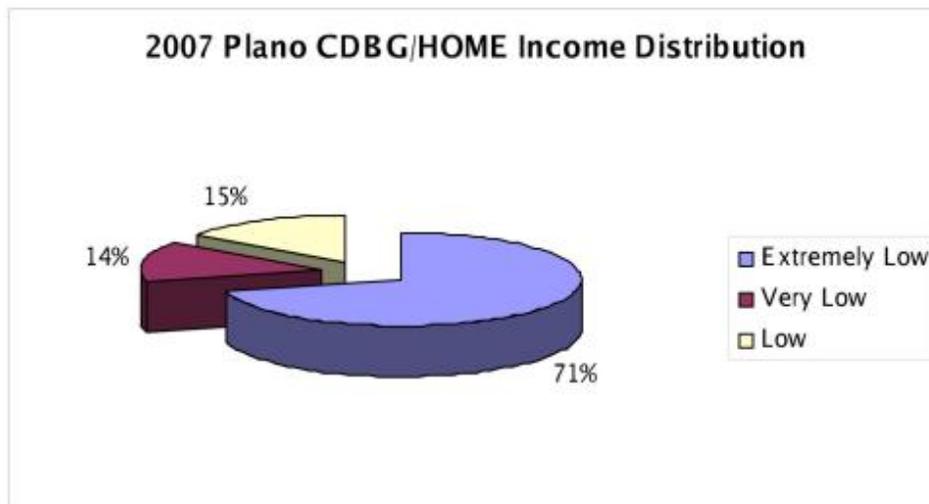
The City of Plano uses HUD-designated income limit categories to group individuals receiving assistance. The chart below shows the income categories.

Percentage of the Area Median Income	Income Category
30 % or below	Extremely Low
31% - 50%	Very Low
51% - 80%	Low

Table 2.2 2007 HUD Income Categories

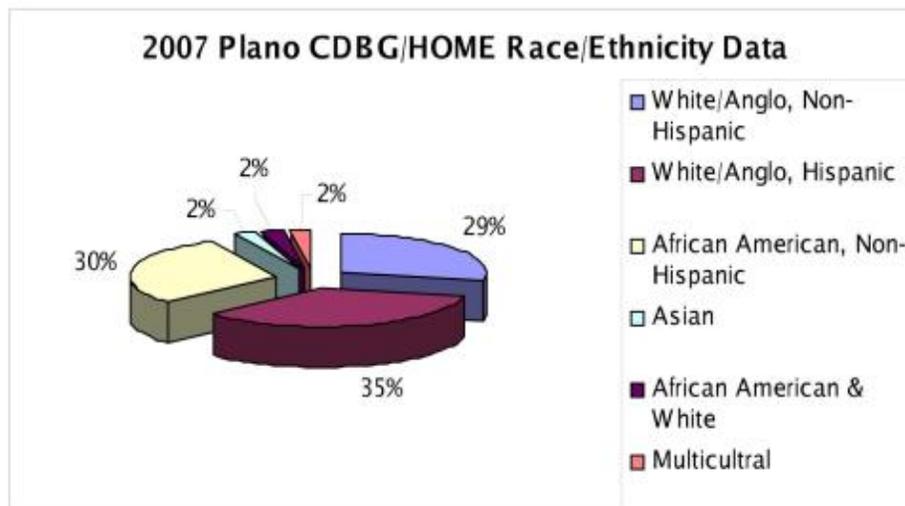
2 Executive Summary

CDBG regulations require that at least 51% of all individuals assisted be low-to-moderate income and all individuals assisted with HOME funds must be low income. As can be seen from picture 2.1, the majority of individuals assisted with CDBG/HOME funds fell within the category of extremely low.



Picture 2.1 2007 Plano CDBG/HOME Income Distribution

HUD also requires that the race/ethnicity of clients assisted be reported. The race/ethnicity data for individuals assisted can be seen below in Picture 2.2. The majority of CDBG/HOME funds went to individuals that classified themselves as Hispanic, African American, or White/Anglo.



Picture 2.2 2007 Plano CDBG/HOME Race/Ethnicity Data

2.2 City Funds

Buffington Community Service Grant Funds

The City of Plano uses its five year Consolidated Plan as a guide for how the City will address community needs through the use of HUD and city funds. Each year the City of Plano sets aside \$2 of general fund monies per capita to be distributed as Buffington Community Service Grant (BCSG) funds. These funds supplement the lack of federal funds available to help obtain Consolidated Plan goals. The program year for BCSG funds is October 1-September 30. In 2007, \$505,900 of general fund monies was set aside for BCSG grants. The following agencies received BCSG funds for 2007:

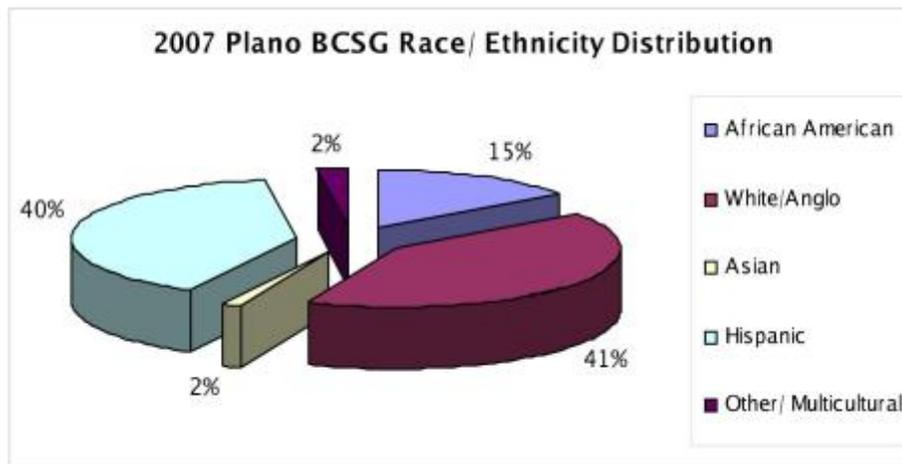
Agency Names	
Assistance Center of Collin County	Family Outreach
Assistance League of Greater Collin County	God's Food Pantry
Avenues Counseling Center	Hope's Door
Big Brothers Big Sisters of North Texas	Journey Home
Boys and Girls Clubs of Collin County	Journey of Hope
CASA of Collin County	Maurice Barnett Geriatric Wellness
Child and Family Guidance Centers	Plano Children's Medical Clinic
Collin County Adult Clinic	Plano Community Charity
Collin County Committee on Aging	PISD Education Foundation
Collin County Intervention to Youth	Samaritan Inn
Community Dental Care	

Table 2.2 2007 Plano BCSG Agencies

The majority of BCSG funds are used to provide emergency services to Plano residents such as food, shelter, clothing, and preventative healthcare assistance. As of June 30, 2008, a total of 40,715 individuals, or 16% of City of Plano population, have been assisted with these funds. Though the City does not have a low-to-moderate income level requirement for BCSG funds, the majority of BCSG agencies report that they only assist individuals that are low-income.

2 Executive Summary

The race/ethnicity data for individuals assisted can be seen below in Picture 2.3. The majority of BCSG funds went to individuals who classified themselves as White/Anglo, Hispanic, or African American.



Picture 2.3 2007 Plano BCSG Race/Ethnicity Distribution

In summary, the City of Plano has assisted 42,257 City of Plano residents with a combination of HUD and general funds. We have reached and exceeded many of the goals set forth in the 2005-2009 City of Plano Consolidated and reached many of the goals established in the 2007-2008 City of Plano Action Plan.

3 Project Narratives by Consolidated Plan Priority

The City of Plano 2005-2009 Consolidated Plan established a hierarchy of priority needs for the city, and the 2007 City of Plano Action Plan sought to address those needs. The priority needs addressed during the 2007 program year are as follows:

Priority Housing Needs:

- Reduce the housing cost burden for extremely low and very low households;
- Preserve existing affordable housing stock;
- Increase homeownership of low income populations; and
- Improve fair housing outreach and education.

Special Needs Population Priorities:

- Increase the availability of supportive services for special needs populations.

Community Development Priorities:

- Develop additional services to support at-risk youth.

The remainder of the chapter will summarize the 2007 program year accomplishments in reference to the number of units projected in the 2007 Action Plan, submitted to HUD in April 2007. Tables 3A and 3B, located in the Appendices of this document, show a numerical summary of the narratives below.

3.1 Housing Priorities

Six projects fall under the Housing Priority category of the Consolidated Plan. As stated previously, in 2007, the following housing priorities were addressed:

- Reduce the housing cost burden for extremely low and very low;
- Preserve existing affordable housing stock;
- Increase homeownership of low income populations; and
- Improve fair housing outreach and education.

3.1.1 Habitat for Humanity

Habitat for Humanity of South Collin County helped the City of Plano meet the priority of reducing the cost burden for extremely low and very low income households. The households that live in Habitat for Humanity homes are within the very low income category. Approximately \$151,720 in CDBG and HOME funds were distributed during the 2007 program year for this project.

3 Project Narratives by Consolidated Plan Priority

A total of seven houses are being reported during the 2007 program year. Four of the houses were constructed during program year 2006, however completed in HUD's IDIS system during the 2007 program year. The remaining three houses were built and completed in HUD's system during program year 2007.

Habitat for Humanity constructed an additional three houses during program year 2007 that cannot be reported for the 2007 program year. HOME program rules require that a project be completed in IDIS during the reported program year in order to count it as an accomplishment. Therefore, all three houses will be counted in the 2008 CAPER due to IDIS completion status.

3.1.2 Plano Housing Corporation

Plano Housing Corporation (PHC) meets the priority housing need of preserving affordable housing stock in Plano. PHC is the City's sole CHDO, and it received funds to acquire lots and rehabilitate existing homes. Approximately \$189,480 in CDBG and HOME funds were used during the program year to acquire, rehabilitate, and resell three houses.

HOME program rules require that a project be completed in IDIS during the reported program year in order to count it as an accomplishment. These houses were completed in August 2008. Therefore, all three houses will be counted in the 2008 CAPER due to IDIS completion status.

3.1.3 Christ United Methodist Church

Christ United Methodist Church's "House on the Corner" program addresses the city's priority need of increasing homeownership of low income populations. Approximately \$69,563 in HOME funds were used during the 2007 program year to assist the church in building a new house for a low income household. These funds were spent on two houses (HUD Activity #321 and #352). One house, #321, was constructed and closed with a low-to-moderate income buyer. The other house #352, is under construction. Both houses will be counted in the 2008 CAPER.

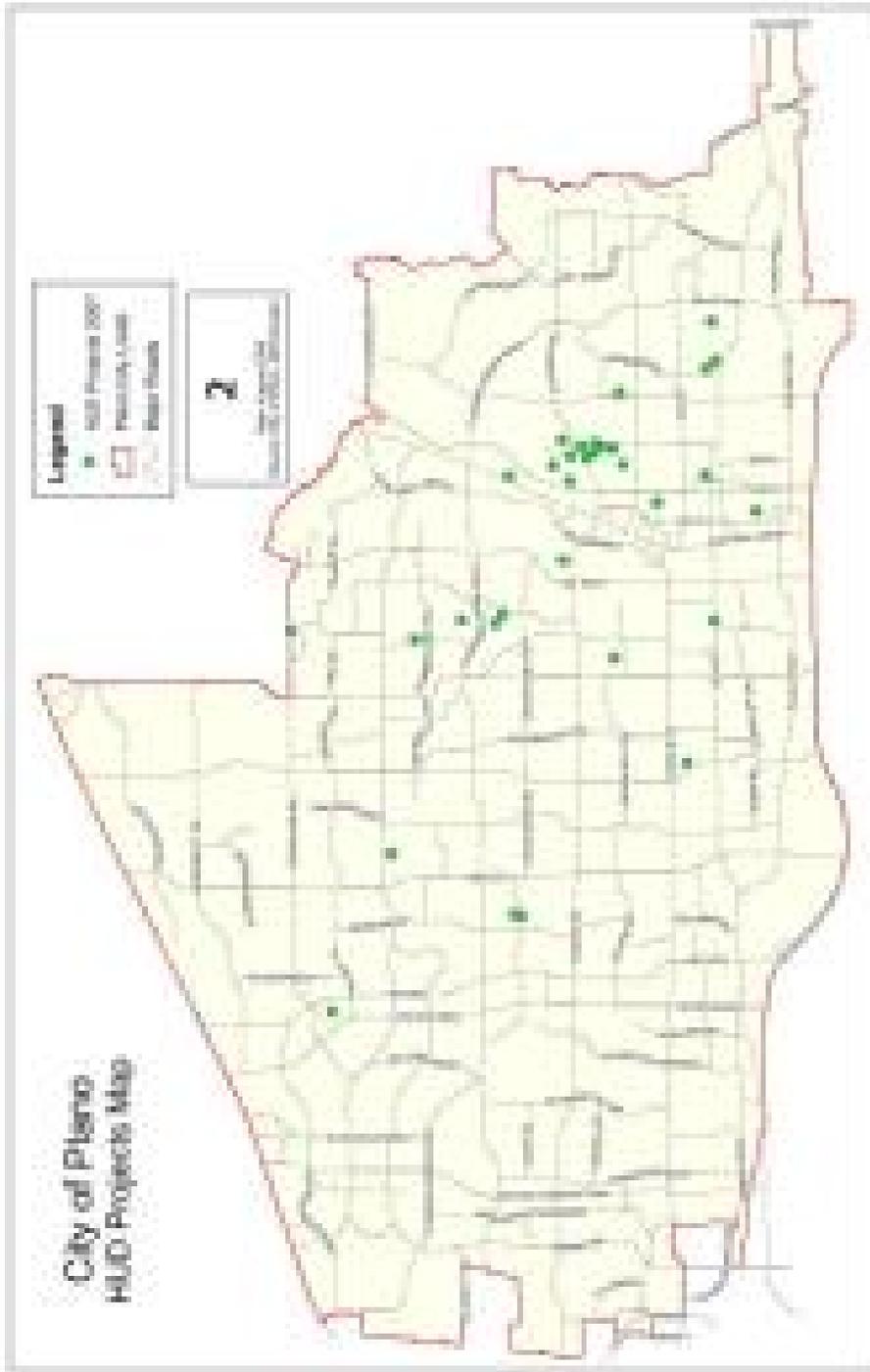
One house, #316, is being reported for the 2007 program year. This house was constructed and closed during the 2006 program year, but IDIS completion status occurred in the 2007 program year.

3.1.4 City of Plano Housing Rehabilitation

The City of Plano Housing Rehabilitation Program meets the priority housing need of preserving the affordable housing stock. The City actively worked to improve its oldest and most needy neighborhoods. As mentioned in the City of Plano Consolidated Plan, the area located east of U.S. Highway 75, is home to some of the city's lowest income neighborhoods. Therefore, the City of Plano is making every effort to improve the neighborhoods and the lives of those

residents. Approximately \$936,593 in CDBG funds and \$240,892 in HOME funds was spent to reconstruct one home, rehabilitate 12 homes, and provide emergency home repair assistance to 18 homes. Of those homes assisted, five fell within the extremely low income category and the remaining 26 fell within the very low-to-low income categories. The HUD projects map (see next page) shows where housing improvements took place within the 2007 program year.

3 Project Narratives by Consolidated Plan Priority



Picture 3.1 2007 Plano Rehabilitation Projects

3.1.5 First Time Homebuyer & ADDI Programs

The City of Plano's First Time Homebuyer and ADDI Programs allow the City to help increase the homeownership rate of low income populations. The City of Plano, like HUD, recognizes the importance of helping an individual become a homeowner. Owning a home can allow an individual to claim their independence and provide stability. The City spent approximately \$85,660 in CDBG and ADDI funds to help 18 low income individuals achieve the American Dream of homeownership.

3.1.6 Plano Housing Authority

As stated in the 2007-2008 Action Plan, the City of Plano supports the Plano Housing Authority's efforts to get additional housing vouchers from HUD. Additional housing vouchers were not awarded, however a total of 742 Section 8 housing vouchers were administered during the 2007 program year.

3.2 Special Needs Population Priorities

The Special Needs Population Priority of increasing the availability of supportive services needed by special needs populations is addressed by 16 agencies. The 2005-2009 Consolidated Plan recognizes the following populations as special needs populations:

- The Elderly;
- Persons Experiencing Homelessness;
- Persons with Disabilities;
- Persons with HIV/AIDS;
- Persons with Mental Illness;
- Persons with Substance Dependence or Abuse;
- Youth; and
- Victims of Domestic Violence.

3.2.1 AIDS Services of North Texas

AIDS Services of North Texas helped increase the availability of supportive services for special needs populations. \$60,000 in CDBG funds was used to provide needed nutritional and medical services to 48 Plano residents with HIV/AIDS.

3.2.2 LifePath

LifePath provided behavioral health supportive services to individuals living in Collin County. Through their program, short term rent and/or utility assistance was provided to 13 clients. This project spent approximately \$10,911 in CDBG funds during the 2007 program year.

3 Project Narratives by Consolidated Plan Priority

3.2.3 Samaritan Inn

The Samaritan Inn administers the City of Plano Homeless Prevention Program. Approximately \$31,225 in CDBG funds was spent to provide emergency rent and/or utility assistance to Plano residents. The program assisted 46 individuals during the 2007 program year.

3.2.4 Plano Community Homes

Plano Community Homes received funds in the 2006 program year to rehabilitate 300 elderly housing units by installing an emergency call system in all units. The project was completed during the 2007 program year. Approximately \$234,041.48 in CDBG funds was spent on this project.

3.2.5 City-Funded Projects

Of the City's general funds, \$370,124 of Buffington Community Service (BCSG) grant funds were awarded to ten agencies to help address the needs of special needs populations.

Elderly Populations:

The Collin County Committee on Aging provided meals to 151 elderly Plano residents. Many of the residents served may not otherwise have a hot meal to eat. Additionally, the Collin County Adult Clinic provided preventative medical assistance to 1,840 individuals. Often times, their assistance keeps many of Plano's elderly residents out of the hospitals and emergency room. The Geriatric Wellness Center assisted 1,590 individuals in achieving physical and mental well being.

Homeless or those At-risk of Homelessness:

The Assistance Center of Collin County used BCSG funds to assist 4,158 Plano residents with rent and/or utility assistance. Similarly, Plano Community Charity assisted 269 residents with rent and/or utility assistance. The Samaritan Inn used BCSG funds to assist 105 individuals with rent, utility, and/or child care assistance, while maintaining their homeless shelter. Last, God's Food Pantry distributed food to 12,120 individuals that otherwise would not have food to eat.

Persons in Need of Medical Treatment:

Avenues Counseling Center provided assistance to 37 individuals dealing with substance abuse and/or mental health challenges. Child and Family Guidance Center assisted 56 Plano families that have been impacted by mental illness, child abuse and neglect, substance abuse, and/or high-risk behaviors. Community Dental Care provided 58 individuals with free or reduced dental care, and Plano Children's Medical Clinic provided preventative healthcare to 8,222 of the city's children through the purchase of basic medical supplies.

Victims of Domestic Violence:

Hope's Door assisted 33 battered women and children with counseling and shelter.

3.3 Community Development Priorities

The Community Development Priority need stated in the 2005-2009 Consolidated Plano is to develop additional services to support at-risk youth. The City of Plano also addresses other areas deemed as community development. The City achieved these priorities with the help of 14 agencies.

3.3.1 Communities in Schools

\$40,811 in CDBG funds helped Communities in Schools (CIS) run a program for at-risk youth. CIS provided mentoring and tutoring to 90 students attending Armstrong Middle School and 109 Williams High School students.

3.3.2 Collin County Children's Advocacy Center

Collin County Children's Advocacy Center provided assistance to abused children and their families during the 2007 program year. Additionally, the agency built a new security gate around its current facility. \$30,924 in CDBG funds was spent on these two projects. A total of 787 children benefited from the services provided at the Center.

3.3.3 Crossroads Family Services

Crossroads Family Services provided assistance to 156 at-risk youth through their First Offender Intervention Program. \$30,000 in CDBG funds was spent on this project.

3.3.4 Assistance Center of Collin County

The Assistance Center of Collin County administers the City of Plano Transportation program. The program provided transportation vouchers to 200 low-income and/or homeless Plano residents during the 2007 program year. This program helped the City of Plano achieve the emergency assistance objective goal number five of the 2005-2009 Consolidated Plan; provide funding to organizations that address the economic and social service needs of low income individuals.

3.3.5 Plano Housing Authority

The Plano Housing Authority used approximately \$11,655 in CDBG funds for participants in their Family Self Sufficiency Program. Specifically, funds provided utility and tuition payment for 40 Section 8 clients participating in the program. This program helps the City of Plano

3 Project Narratives by Consolidated Plan Priority

achieve the education objective of goal five of the 2005-2009 Consolidated Plan; provide funding to organizations that address the economic and social service needs of low income individuals.

3.3.6 City-Funded Projects

The City of Plano awarded \$86,976 in BCSG funds to five agencies that focus on at-risk youth.

The Assistance League of Greater Collin County provided 891 youth with clothes and school supplies. These youth would not have been prepared for the school year without this assistance. Big Brothers Big Sisters of North Texas provided mentoring and tutoring to 285 Plano youth, and the Boys and Girls Club of Collin County assisted 168 at-risk Plano youth through programs that instill a sense of competence, usefulness, belonging, and influence in participants.

Court Appointed Special Advocates (CASA) represented 170 abused and/or neglected Plano youth involved in the court system. Collin County Intervention to Youth provided counseling and shelter to 555 Plano youth.

The City of Plano spent \$38,800 on initiatives that provide general counseling and assistance to families.

The Plano Independent School District (PISD) Foundation's Family Literacy Program taught literacy skills to 46 families living in Plano. The City of Plano Library Department provided literacy classes to 213 individuals. The PISD Practical Parent Education program trained 9,824 Plano parents on parenting skills. Family Outreach imparted preventative and child care counseling to 14 parents. Last, Journey of Hope provided grief counseling and support to 123 individuals.

4 Assessment of Strategic Plan Goals & Objectives

The five goals and objectives set forth in the City's Consolidated Plan aid in successful completion of the priority needs. Table 4.1 (see *below*) represents a numerical summary of those goals and objectives, and highlights the city's yearly progress toward those goals. The five goals listed in the Consolidated Plan are as follows:

1. Increase the supply of affordable single family housing for the city's extremely, very low and low income households;
2. Increase the supply of affordable rental housing for the city's extremely and very low income households;
3. Preserve existing affordable housing stock;
4. Expand the continuum of housing and services for a variety of special needs populations, including persons who are homeless or at risk of homelessness; and
5. Provide funding to organizations that address the economic needs of social service needs of low income households, including job training and education.

Table 4.1 shows the City's over progress toward Consolidated Plan numerical goals.

Goals:	Objectives	5- Year Goal	2005	2006	2007	Total
Goal 1: Affordable Single-Family Housing						
	New Infill Housing	35	4	4	7	15
	Acquisition/ Rehabilitation	25	3	1	0	4
	First Time Homebuyer	100	18	25	18	61
Goal 2: Affordable Rental Housing						
	New Section 8 Units	100	236	0	0	236
	New LIHTC Units	1,000	0	0	0	0

Table 4.1 Numerical Summary

Assessment of Strategic Plan Goals & Objectives

Goals:	Objectives	5- Year Goal		2005	2006	2007	Total
Goal 3: Preserve Existing Housing							
	Housing Rehabilitation	125		14	48	30	92
	Housing Reconstruct	10		1	2	1	4
	Apartment Rehabilitation	300		177	0	300	477
Goal 4: Special Needs Assistance							
	New Homeless Units	16		0	0	0	0
	Rent & Utility Assistance (Emergency Financial Assistance)	675		402	167	4,591	5,160
	Elderly Persons	2,000		1,659	414	1741	3,814
	AIDS Patients	250		18	22	46	86
	Homeless Services	1,000		287	353	12,708	13,348
Goal 5: Low-Income Service Needs							
	Youth Services	2,000		2,624	825	2,702	6,151
	Literacy Training	750		217	193	259	669
	Health Care	500		1,565	386	10,062	12,013
	Transportation Assistance	500		120	54	200	374

5 Affirmatively Furthering Fair Housing

The Analysis of Impediments to Fair Housing was updated in 2005. The analysis indicates that the City should increase its fair housing educational and outreach activities, work to better understand the reason for higher loan denial rates east of U. S. 75, continue to deconcentrate low-income housing, and encourage the development of a wide range of housing types to support persons with special needs and facilitate alternative housing types.

An additional strategy which is being employed is to subsidize lot costs for non-profit housing providers. Accordingly, the City has appropriated CDBG and HOME funds to Plano Area Habitat for Humanity and Christ United Methodist Church to purchase lots and build new housing for low-income families and individuals. These homes are in various stages of development and construction.

The City worked with the Homeownership Preservation Foundation to hold foreclosure prevention seminars. Fair Housing Flyers were sent out two times within the program year inside City of Plano water bills informing citizens of their right to fair housing and either predatory lending issues, or foreclosure prevention.

The City of Plano met with various mortgage lenders and banks to inform them about the City First Time Homebuyer Program. These meetings sought to help the lenders and the bank understand the benefit of the City's program in reducing an individual's borrowed amount, therefore allowing an individual to qualify for a home loan. The City of Plano also understands the importance of the Realtor in the home buying process. Consequently, the City attends the Housing Opportunity Committee of Collin County Association of Realtors to ensure that realtors are informed of the City's programs and the benefits to low income individuals seeking to buy a home.

The City has also attended various neighborhood meetings and a Headstart meeting to inform residents of the benefits of housing choice and the benefit of using the City of Plano's First Time Homebuyer and Rehabilitation programs. The City also has a website highlighting the city's housing programs and fair housing laws and information. This website can be viewed in both English and Spanish languages.

Finally, the City has adopted a Neighborhood Empowerment Zone (NEZ) to allow waiver of fees for the construction of affordable housing. Even though the City does not consider its fees to be a substantial contributor to the cost of housing, the NEZ was created to provide further incentive to builders and developers who may be interested in building affordable housing in the older parts of Plano.

5 Affirmatively Furthering Fair Housing

5.1 Affordable Housing

The City of Plano achieved the affordable housing goals set forth in the 2007 Action Plan. Table 3B in the Appendices provides a numerical summary of our accomplishments. The City exceeded the expected annual goal of assisting 72 Non-homeless households. Rather, 104 non-homeless households were assisted with affordable housing.

The total annual housing goal of assisting 818 units was met and exceeded during the 2007 program year. The City assisted a 110 rental and owner housing units. Of those assisted, 48 households fell within the income category of extremely low, 326 were very low, and 782 were low income.

6 Continuum of Care

Through the use of HUD and City of Plano general funds, 4,591 Plano residents received homeless prevention assistance. The City continued to use CDBG funds towards the Continuum of Care efforts during the 2007 program year. No additional federal funds were obtained during the 2007 program year for this effort.

A major gap in the continuum of care is the lack of transitional housing, where formerly homeless persons can live and receive social service assistance while participating in a self-sufficiency program. The City, in combination with homeless providers and Metro Dallas Homeless Alliance, submitted a Continuum of Care Grant to obtain funding for transitional housing in 2005. The grant application was successful in receiving funding for four transitional units to be administered by Hope's Door. In addition, LifePath Systems received funding for eight permanent supportive housing units from the Continuum of Care. The City provides general funds to the Samaritan Inn, the only shelter in Collin County for both families and individuals.

Plano Community Homes has 360 subsidized housing units available for elderly residents. Also, 22 special needs households received assistance through the Housing Rehabilitation and LifePath programs.

The City of Plano continues to be active participants in the Collin County Homeless Coalition (CCHC) and the Metro Dallas Homeless Alliance. Currently, the CCHC is updating the Collin County Ten Year Plan to End Homelessness.

7 Other Actions & Leveraging Funds

7 Other Actions & Leveraging Funds

7.1 Other Actions

Institutional Structure/Underserved Needs

The primary weakness in the institutional structure of service providers identified in the Plan is lack of funds to provide needed services. As requested, the City of Plano has given written support to each organization seeking federal, state, and foundation funds. In addition, the City of Plano has donated City (non-federal) funds to various agencies to assist them in accomplishing their missions.

Intergovernmental Cooperation

Through our personal relationships with individuals involved with local service providers, we have been able to effectively communicate and coordinate our activities with these providers. The Neighborhood Services Division participates in monthly meetings with the Collin County Social Services Association, the Collin County Homeless Coalition, and the Metro Dallas Homeless Alliance in order to more effectively coordinate with the service providers working in Plano. In addition, we have a good relationship with the Plano Housing Authority, with which much of our coordination is done. The Housing Authority has been very supportive of our efforts.

Public Housing Improvements

The Housing Authority is not required to prepare a Performance and Evaluation Report, and therefore no comparison of actions and plans can be made for the Authority.

Public Housing Authority Resident Initiatives

The Public Housing Authority has a Family Self Sufficiency Committee comprised of Plano community members and a Section 8 resident. The Committee meets to discuss resident initiatives and plan activities, such as the Annual Fall Festival, for all Section 8 residents.

Lead-Based Paint Hazard Reduction

City staff has been trained and certified in lead-based paint risk assessment and hazard reduction. All houses built prior to 1978 are inspected for lead hazards prior to rehabilitation, and if hazards exist, their treatment is included in the rehabilitation work at no additional charge to the homeowner.

Anti-Poverty Strategy

The PHA Family Self-Sufficiency Program provided assistance to 40 individuals who are in various stages of the program. Many are participating in the Section 8 Homeownership Program. The program has developed various educational and job training programs in cooperation with other area agencies. In addition, 18 low-income families purchased homes through the City of Plano First Time Homebuyer Program, enabling them to begin building equity in real estate.

7.2 Leveraging Resources

City of Plano subrecipients are encouraged to leverage HOME and CDBG funding, by seeking other funding sources, to the extent practical. The diversification of funding sources helps reduce dependence on HUD funds which are subject to cuts annually. Leveraging also decreases the amount of HOME and CDBG funding needed for each project, allowing the City to assist more.

1. The City of Plano utilizes the First Time Homebuyer Program for leveraging to maximize affordable housing dollars. Approximately \$1,721,332 in non-federal funds was leveraged in 2007. A matching contribution from the prospective First Time Homebuyer is required for downpayment assistance. This permits the first time homebuyer to have greater equity initially in the home and also allows the City to distribute program funding dollars to more in need. In addition, the first time homebuyer has a lien placed on the property for the amount of assistance received. By doing this, the City has enabled more low-income persons and/or families to become first time homebuyers, but still has the capacity to recapture the costs at a future date. The liens are in effect when the property is vacated or sold.
2. City of Plano HOME-funded single family home construction and acquisition/rehabilitation projects also leverage funds to maximize affordable housing dollars. Approximately \$1,087,234 in non-federal funds was leveraged. The City of Plano requires non-profit agencies producing affordable single family homes to leverage outside funds to complete the construction and/or rehabilitation of houses for low income buyers. Like the First Time Homebuyer program, this permits the non-profit agency and homebuyer to have a greater equity in the home and also allows the City to distribute program funding dollars to more in need.
3. The City of Plano CDBG funds have been used as leverage for other non-profit agency projects. Collin County Intervention to Youth, received CDBG funding from the City of Plano to leverage approximately \$2 million in other grant and federal funds to build a teen shelter in Plano.

7 Other Actions & Leveraging Funds

4. The City of Plano uses the volunteer hours from non profit agencies receiving HOME funds as a match. HOME match requirements are satisfied by the volunteer work performed by Habitat for Humanity and Christ United Methodist volunteers.

5. The City of Plano also leverages funds by paying for a percentage of grant administrative staff salaries. In an effort to maximize CDBG and HOME funds, the City pays a portion of the salary of all seven employees of the Neighborhood Services Division that work on HUD-funded grant projects. Approximately \$74,172 in City funds serve as a supplement to the use of grant funds. As a result, the percentage of federal grant funds spent on grant planning and administration is below the HUD allowed 20% cap, at only nine percent of funds.

8 Citizen Comments & Self Evaluation

Description of Public Comment Process

This annual report was prepared by the Neighborhood Services Division of the Planning Department. On August 8, 2008, a notice of Public Hearing was published in the Plano Star-Courier, informing the public of the completion of the report, and of a pending public hearing before the Community Relations Commission to discuss the report. The notice also informed the public that a copy of the report could be obtained at the Neighborhood Services office. The publication of this notice marked the beginning of the public comment period. The Community Relations Commission conducted a public hearing on August 26, 2008, and no citizens appeared at the hearing.

The City Council will review the report at a public meeting on September 8, 2008. The public comment period closes on September 11, 2008.

Public Comments

None received thus far.

8.1 Self Evaluation

As can be seen in Table 4.1, the City of Plano has met and exceeded six of the seventeen objectives listed within the first three years of the Consolidated Plan period. The City is confident that eight of the remaining eleven will be achieved within the next two years.

However, the City does not expect to meet the goal of creating 1,000 new Low Income Housing Tax Credit (LIHTC) Units by the end of the Consolidated Plan period. As stated in the Plan, the City will continue to support private developers who wish to utilize LIHTC to create affordable housing in the city of Plano. Due to a lack of available land for multifamily housing, it is very unlikely that some, if any, LIHTC units will be developed.

Additionally, the City continues to actively finance the creation of new, affordable infill housing, as well as the acquisition and rehabilitation of affordable housing. However, the City recognizes a barrier that might prohibit accomplishment of the numerical goals for new infill housing and acquisition/rehabilitation. The City of Plano has one Community Housing Development Organization (CHDO) providing acquisition/rehabilitation of affordable housing. In the upcoming 2008 program year, the City will be looking for other CHDO's to assist in this area. Additionally, the City has held discussions with Habitat for Humanity of South Collin County to help them create more infill houses.

Overall, the City of Plano is on target to meet the majority of Consolidated Plan goals within the next two years.

9 CDBG & HOME Narrative

9.1 CDBG Narrative

Program year 2007 CDBG funds were used to address each objective laid out in the Consolidated Plan. Tables 3A and 3B in the Appendices show the City's annual progress. The highest Plan priorities are being met.

On the other hand, many of the Consolidated Plan goals are being met with the addition of City of Plano general funds. The City of Plano has seen a decrease in its CDBG allocation each plan year. Without the assistance of general funds, the City would be unable to achieve the numerical goals and objectives established three years ago in the Consolidated Plan.

9.2 HOME Narrative

HOME funds have been used exclusively to address single family affordable housing goals. The City of Plano has made efficient use of the funds. However, as stated in the self evaluation, the City has been operating under some constraints regarding the use of HOME funds for new infill housing, acquisition, and/or rehabilitation. The City has successfully used HOME funds to assist individuals in becoming homebuyers. All HOME funds are benefiting individuals that are within the very low and low income categories. Table 3B in the Appendices summarizes the Affordable Housing goals mentioned previously.

Table 3A: Summary of Specific Annual Objectives

10

10 Table 3A: Summary of Specific Annual Objectives

Table 3A: Summary of Specific Annual Objectives

Objective Number	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
	Rental Housing Objectives					
	Owner Housing Objectives					
DH-1.1	Preserve existing affordable housing stock	CDBG: \$854,053 HOME: \$215,219	Total number of affordable units	20	31	DH-1
DH-1.2	Provide affordable housing to low-income first time home buyers	CDBG: \$100,000 ADDI: \$10,281	Number of first time homebuyers and/or number receiving down-payment assistance	20	18	DH-1
DH-1.3	Increase the availability/ accessibility to decent housing for low-income families	HOME: \$184,657	Total number of affordable units	5	0	DH-1
DH-1.4	Increase the availability/ accessibility to decent housing for low-income families	CDBG: \$180,000	Total number of affordable units	6	7	DH-1

10 Table 3A: Summary of Specific Annual Objectives

Objective Number	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
DH-1.5	Increase the availability/accessibility to decent housing for low-income families	HOME: \$43,000	Total number of affordable units	1	1	DH-1
	Homeless Objectives					
DH-1.6	To create a sustainable living environment for persons who are at risk of being homeless.	CDBG: \$17,700	Number of households that received emergency financial assistance to prevent homelessness	20	46	DH-1
DH-1.7	Provide accessibility to create a sustainable living environment to persons who are at risk of being homeless	CDBG: \$29,000	Number of households that received emergency financial assistance to prevent homelessness	25	13	DH-1
	Special Needs Objectives					
SL-1.1	Provide accessibility transportation to low-income and homeless residents	CDBG: \$750	Number of persons assisted with new and/or improved access to a service	50	200	SL-1

Table 3A: Summary of Specific Annual Objectives

10

Objective Number	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
SL-1.2	Provide suitable living environments for people with HIV/AIDS	CDBG: \$60,000	Number of persons assisted with new and/or improved access to a service	45	48	SL-1
	Public Services Objectives					
SL-1.3	Provide accessibility to suitable living environments	CDBG: \$30,000	Number of persons assisted with new and/or improved access to a service	187	156	SL-1
SL-1.4	Provide accessibility to suitable living environments	CDBG: \$21,924	Number of persons assisted with new and/or improved access to a service	200	787	SL-1
SL-1.5	Provide accessibility/availability for the purpose of creating suitable living environments	CDBG: \$40,811	Number of persons assisted with new and/or improved access to a service	200	199	SL-1

Table 10.1

10 Table 3A: Summary of Specific Annual Objectives

Objective Number	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
	Economic Development Objectives					
DH-1.8	Provide availability/accessibility by creating economic opportunity	CDBG: \$16,000	Number of persons assisted with new and/or improved access to a service	320	40	DH-1
	Other Objectives					
DH-1.9	Provide availability/accessibility by assisting in the creation of decent affordable housing	CDBG: \$100,000 HOME: \$25,000			N/A	DH-1

***Outcome/Objective Codes**

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Table 3B: Annual Housing Completion Goals

11

11 Table 3B: Annual Housing Completion Goals

Table 3B: ANNUAL HOUSING COMPLETION GOALS

Grantee Name: City of Plano Program Year: 2007	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	CDBG	HOME	ESG	HOPWA
ANNUAL AFFORDABLE HOUSING GOALS (SEC. 215)						
Homeless households	0					
Non-homeless households	72	103	X	X		
Special needs households	25	13	X			
ANNUAL AFFORDABLE RENTAL HOUSING GOALS (SEC. 215)						
Acquisition of existing units						
Production of new units						
Rehabilitation of existing units	24	300	X			
Rental Assistance	742	742	X			
Total Sec. 215 Affordable Rental	766	1,042	X			
ANNUAL AFFORDABLE OWNER HOUSING GOALS (SEC. 215)						
Acquisition of existing units	5	0		X		
Production of new units	7	8	X			
Rehabilitation of existing units	20	31	X	X		

11 Table 3B: Annual Housing Completion Goals

Grantee Name: City of Plano Program Year: 2007	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	CDBG	HOME	ESG	HOPWA
Homebuyer Assistance	20	18	X	X ADDI- Funds		
Total Sec. 215 Affordable Owner	52	57	X	X		
ANNUAL AFFORDABLE HOUSING GOALS (SEC. 215)						
Acquisition of existing units	5	0	X	X		
Production of new units	7	8	X	X		
Rehabilitation of existing units	44	300	X	X		
Homebuyer Assistance	762*	18	X	X		
Total Sec. 215 Affordable Housing	818	325	X			
ANNUAL HOUSING GOALS						
Annual Rental Housing Goal	766	1042	X			
Annual Owner Housing Goal	52	57	X	X		
* The 2007-2008 Action Plan overstated the expected annual number of units assisted with Homebuyer Assistance in Table 3B; combining the total number of Section 8 vouchers with						

Table 3B: Annual Housing Completion Goals

Grantee Name: City of Plano Program Year: 2007	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	CDBG	HOME	ESG	HOPWA
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the total expected number of first time homebuyers to get 762. The expected number should have only included those individuals expected to receive first time hombuyer assistance; 20.



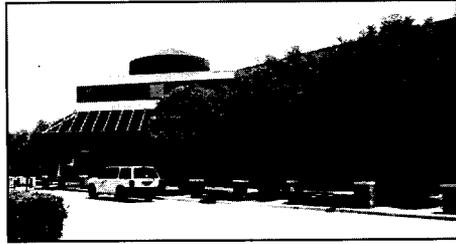
**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/8/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Parks and Recreation	Initials	Date	
Department Head	Don Wendell	Executive Director	<i>[Signature]</i>	8/28/08
Dept Signature:	<i>Don Wendell</i>	City Manager	<i>[Signature]</i>	8/28/08
Agenda Coordinator (include phone #):		Susan Berger (7255)		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and direction regarding Plano Centre and the Convention and Visitors Bureau.				
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				
Staff will provide a history of Plano Centre and the Convention and Visitors Bureau and discuss current operations. In addition, staff will seek City Council direction regarding the future of Plano Centre.				
List of Supporting Documents: Powerpoint Presentation		Other Departments, Boards, Commissions or Agencies		

Plano Centre

Plano Convention & Visitors Bureau

Plano Centre



2

Plano Centre Myths

- Myth #1
"Plano Centre is not used because of its location."
- Myth #2
"Plano Centre is a drain on the City's General Fund."

3

History

- Bond proposition in 1984 for \$17 million
- \$2.5 million donation from EDS
- Construction began in 1989
- Plano Centre opened in April 1990



4

Studies

- **Peat Marwick Study (1986)**
 - Plano Centre could be expected to “achieve a ratio of revenue to expenses of 35.9% for the first year of operation (1990) and 37.9% for 1995 (the stabilized year of operation.) These ratios are consistent with comparable Texas facilities.”



5

Studies

- **Internal Study (1995)**
 - Presented to the City Council on October 2, 1995
 - Recommended ways to increase revenues:
 - Pay 15% of the Plano Centre debt service from the Civic Center Fund (later increased to 25%).
 - Recover 75% of Plano Centre's operating costs through revenues.
 - Encourage the construction of a hotel adjacent to Plano Centre.
 - Operate Plano Centre as an entrepreneurial enterprise.

6

Studies

- **Business Plan (1999)**
 - Approved by a City Council Resolution on December 28, 1999
 - Items implemented:
 - Alcoholic beverage service
 - Exclusive onsite catering
 - Parking fees for selected events
 - Employee gain-sharing
 - Additional personnel
 - Special event promotions
 - Offsite catering
 - Offsite equipment rental
 - Rate structure changes

7

Studies

- **Dimond Hospitality Group Study (2000)**
 - Presented to the City Council on January 22, 2001
 - Supported an expansion that would double the size of Plano Centre



8

6-3

Studies

- **HVS Hotel Feasibility Study (2001)**
 - Identified several concerns with locating a hotel on the Plano Centre site
 - Hotels located closer to DFW Airport are expected to capture the required hotel demand
 - Site lacks visibility from U.S. 75
 - Corporate use of hotel rooms would be limited
 - Site lacks support facilities such as restaurants and retail stores

9

Studies

- **Executive Solution Partners, LLP. (2006)**
 - Adjacent vacant land use
 - Alternatives to relocation
 - Renovate existing facility
 - Adaptive reuse of a 'big box' retail facility
 - Add outdoor events plaza and open-air arena



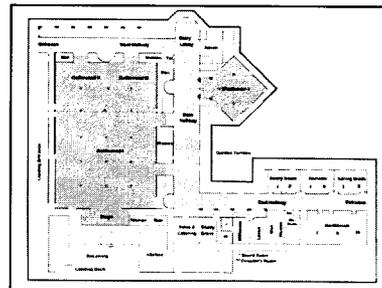
10

Facility Information

- **Full-service, 86,400 square foot facility capable of handling a variety of events**
 - 33,106 net square feet of meeting space
 - 21,600 SF exhibit hall (Collinwood Hall)
 - 17 break-out rooms
 - Banquet kitchen
 - Business center
 - State-of-the-art audio-visual equipment

11

Floor Plan



12

6-4

FY 2006-07 Revenue Sources

- Lease Fees 26%
- Equipment Rental 10%
- Food & Bev. Sales 64%



13

Food & Beverage

- \$1,657,021 revenues
- 46,000 meals served
- Offsite revenue sources:
 - Plano's Choice Catering
 - Athletic field and pool concessions
 - Pecan Hollow Golf Course Grille
 - Tom Muehlenbeck Center
 - Vending machines

14

Bookings

- 350,000 estimated attendees in FY 2006-07
- 7.5 million square feet of facility space used in FY 2006-07
- 82% of weekend space for Collinwood Hall already booked for 2009
 - Only 9 weekends remain unbooked for 2009

15

Bookings

- Lost business for FY 2006-07 exceeded \$400,000
 - Limited availability
 - Location in relation to hotels
 - Price
 - Facility size

16

6-5

Facility Usage

• Top Ten Annual Revenue-Producing Events

- Texas Instruments Leadership Conference (10 years at Plano Centre)
- Plano ISD Teacher of the Year Banquet (14 years)
- North Texas Conference of the UMC (12 years)
- Junior League of Plano's 'Neath the Wreath (10 years)
- Ticketstock (11 years)
- Tax Alliance Conference (6 years)
- Arrow Electronics (3 years)
- Collin County Association of Realtors (2 years)
- Ham-Com (2 years)
- Lovejoy Schools (2 years)

17

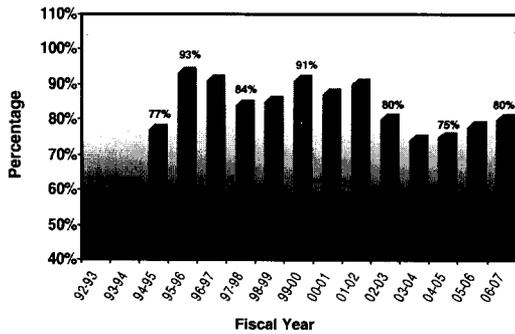
Facility Usage

• Top Ten Annual Events

- Represent 23% of total annual revenue
- Average billings grew 19% during last 3 years
- All utilized Collinwood Hall

18

Cost Recovery %



19

New Competition

• Future Facilities

- Allen Embassy Suites (80,000 SF) - Opening TBD
- Arlington Westin (55,000 SF) - Opening 2010
- The Colony Fairfield Inn & Suites (10,865 SF) - Opened June 2008
- Frisco Sheraton, Phase 2 (30,000 SF) - Opening Jan. 2010
- Frisco Crowne Plaza (10,000 SF) - Opening Fall 2009
- Irving Watermark Hotel (20,000 SF) - Opening Fall 2010
- McKinney Westin Hotel (40,000 SF) - Opening Sept. 2009

20

6-6



Debt Payments



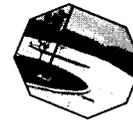
- \$17 million in general obligation bonds originally issued for construction
- 25% of annual debt service payment comes from the Civic Center Fund
- \$843,120 remains to be paid
 - Remaining debt scheduled for payoff from reserves in future years



21

Recent Improvements

- Renovations - \$830,000
 - Additional Parking
 - Signage
 - Storage Building
 - Restrooms
- Technology - \$96,731
 - Voice over IP Telephone System
 - Security Cameras
 - Large A/V Screen
- Equipment - \$297,107
 - Trash Compactor
 - Rental Equipment
 - Banquet Chairs



22



Plano Convention & Visitors Bureau

Background

- Plano CVB established in 1987 as the destination management arm of the city
- CVB is funded entirely through the hotel-motel tax
 - State law requires that the revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry.

24

67

Key Focus of the CVB

- Attract visitors to Plano through destination management
- Accomplished through five key elements:
 - Marketing, promotions and sales
 - Research and planning
 - Product development
 - Partnerships
 - Community relations



25

Key Focus of the CVB

- Sales force works in the following markets:
 - Associations and government
 - Social, military, educational, religious, fraternal, and corporate groups
 - Sports
 - Motorcoachs



26

Key Focus of the CVB

- Promotional methods
 - Advertisements
 - Trade & leisure shows
 - Direct mail
 - Brochures
 - Sales calls
 - Website
 - Professional affiliations



27

CVB Performance

Year	Events Booked	Room Nights Booked	Visitor Inquiries	Estimated Overnight Visitors
FY 2004-05	71	34,375	65,022	1,566,547
FY 2005-06	100	33,842	29,939	1,911,511
FY 2006-07	56	28,427	40,124	1,700,951

28

Major Bookings in FY 2006-07

Event	Room Nights
NJCAA Men's Tennis Championship	855
Prime Time Sports Tournaments	3,300
Irish Wolfhound Club of America	650
Institute for Supply Management	750
Elite Showcase	2,000

29

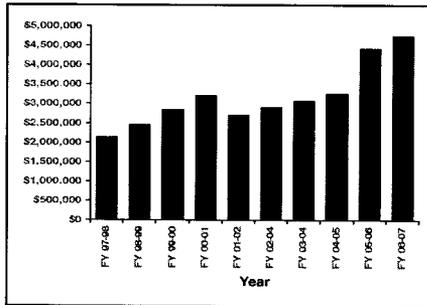
Plano Hotel Information

Year	Hotel Occupancy	Average Daily Rate	Hotel-Motel Taxes Collected
FY 2004-05	65.5%	\$74.92	\$3,270,418
FY 2005-06	69.1%	\$92.95	\$4,416,420
FY 2006-07	62.0%	\$93.86	\$4,741,491

Plano has 32 hotel and motels, with a total of 4,049 rooms. From 1999 to present, Plano added over 1000 rooms to its inventory.

30

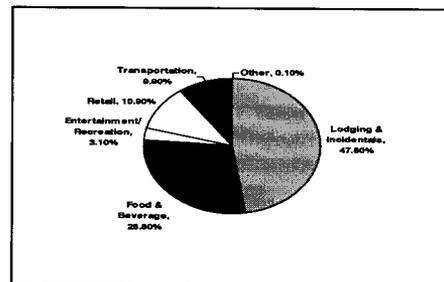
Plano Hotel Tax History



31

Tourism's Economic Impact

- Economic impact of a convention delegate in Plano is estimated to be \$214 per day.



32

6-9

Tourism's Economic Impact

- **Economic Impact of Tourism on DFW:**
 - D/FW area is the #1 tourist destination in Texas
 - Generates \$19.9 billion in tourist spending
 - Provides over 174,000 jobs, with an annual payroll of \$6.2 billion
 - Contributes \$901 million in local and state taxes



33

Tourism's Economic Impact

- **Economic Impact of Tourism on Collin County:**
 - Generates \$847 million in tourist spending
 - Provides over 9,300 jobs, with an annual payroll of \$260 million
 - Contributes \$69 million in local and state taxes



34

Future Direction



35

6-10



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	9/8/08	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager		Initials	Date
Department Head	Thomas H. Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>[Signature]</i>	9/4/08
Agenda Coordinator (include phone #):				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Discussion and direction regarding proposed Parker Maxwell Creek 138 kV Transmission Line Project.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



September 5, 2008

HDR Engineering
Attn: Mr. Tom Trimble
17111 Preston Rd. Ste #200
Dallas, TX 75248

Dear Mr. Trimble:

On behalf of the City of Plano, Texas, I am writing to inform you that the City of Plano has considered the proposed OnCor Parker – Maxwell Creek 138Kv Transmission Line project and have decided on two preferred routes. Both Routes avoid further impact to the Oak Point Park and Nature Preserve.

The route most preferred would be to construct the transmission line from Point A on your map at the substation in Murphy directly North along FM 2551 to the Maxwell Creek Substation.

The next most preferred route would be to construct the transmission line from the point where the existing 135KV Line which parallels the 345 KV line begins to turn south into Oak Point Park and Nature Preserve, just North of the intersection of Morton Vale Road and Los Rios Boulevard, and continue paralleling the 345 KV line to the Maxwell Creek Substation.

If you wish to discuss our preferences further, I would be happy to confer with you at your convenience either by phone (972) 941-7121 or in person.

Sincerely,

Thomas H. Muehlenbeck
City Manager

Pat Evans
Mayor

Jean Callison
Mayor Pro Tem

Harry LaRosiliere
Deputy Mayor Pro Tem

Pat Miner
Place 1

Scott Johnson
Place 2

Mabrie Jackson
Place 3

Sally Magnuson
Place 4

Lee Dunlap
Place 8

Thomas H. Muehlenbeck
City Manager

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

7-2

July 29, 2008
(via mail)

Mr. Rod Hogan
Director of Public Services
City of Plano
1520 Avenue K, Room 250
Plano, TX 75086

Re: Oncor Electric Delivery Company's Proposed Parker Maxwell Creek 138 kV Transmission Line Project, Collin County, Texas
HDR Project No. 84741

Dear Mr. Hogan:

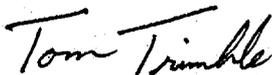
Oncor Electric Delivery Company LLC (Oncor) is proposing to construct a 138 kilovolt (kV) transmission line in Collin County, Texas. The proposed transmission line will be constructed between the proposed Parker Maxwell Creek Substation and a location along the existing 138 kV transmission line between the Allen Switching Station and the point labeled "A" on **Exhibit 1**. The proposed transmission line will be approximately three to five miles long. Please refer to the attached exhibit depicting the preliminary study area.

HDR Engineering, Inc. (HDR) is preparing an Environmental Assessment (EA) and Alternative Route Analysis to support an application for a Certificate of Convenience and Necessity (CCN) from the Public Utility Commission of Texas (PUC). HDR is currently in the process of gathering data on the existing environment and identifying environmental and land use constraints within the preliminary study area that will be used in the creation of an environmental and land use constraint map. HDR will identify potential alternative routes that consider environmental and land use constraints.

We are requesting that your office provide information concerning environmental and land use constraints regarding current or proposed land development projects, city projects, or other areas of interest to the City of Plano. Your comments will be an important consideration in the evaluation of alternative routes and in the assessment of impacts. Upon certification of a final route for the proposed project, Oncor will determine the need for other approvals and/or permits. If your jurisdiction has approvals and/or permits that would apply to this project, please identify them in response to this inquiry. If permits are required from your office, Oncor will contact your office following certification of a final route.

Thank you for your assistance with this electric transmission line project. Please contact me at 972-960-4483, if you have any questions or require additional information. Your earliest reply will be appreciated.

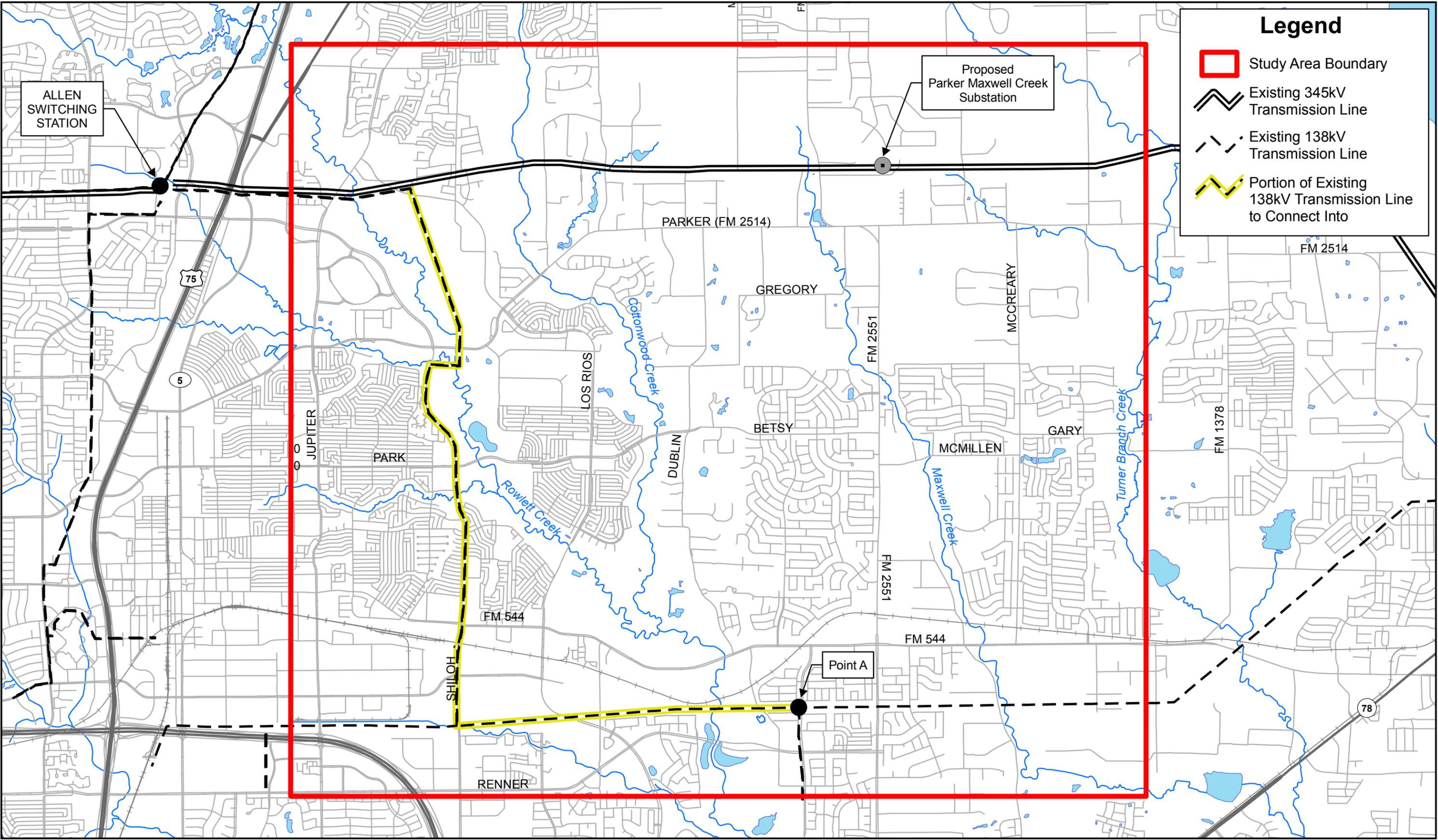
Sincerely,



Tom Trimble
Project Manager

Attachments

MAP AUTHOR: ttrimble, FILE: O:\Dap037_DallasEngineering\EnvSciences\General_marketing\Oncor_maxwell138_v2.mxd



Legend

- Study Area Boundary
- Existing 345kV Transmission Line
- Existing 138kV Transmission Line
- Portion of Existing 138kV Transmission Line to Connect Into

0 0.5 1 Miles

STUDY AREA BOUNDARY

Parker-Maxwell Creek 138 kV Transmission Line Project

Oncor Electric Delivery Company LLC

HDR Engineering, Inc.
17111 Preston Rd. Suite 200
Dallas, TX 75248-1232
972-960-4400

JUNE 2008 Figure 1



138 KV Line - Turning South

75

5

Parker Maxwell Creek Substation

Parker

2514

K Ave

Murphy

Murphy Substation

President George Bush Turnpike

© 2008 Tele Atlas

© 2008 Google

Pointer 33°02'00.72" N 96°38'29.85" W

Streaming ||||| 100%

Eye alt 39775 ft