

CITY COUNCIL

1520 AVENUE K



DATE: 3/28/2011
 CALL TO ORDER: 7:00 p.m.
 INVOCATION: Jessie Prince, Executive Pastor
 Grace Outreach Center
 PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 1861
 Dooley Elementary & McCall 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: Sexual Assault Awareness and Prevention Month</p> <p>Presentation: Achievement of Excellence in Libraries Award to the Plano Public Library System</p> <p>Special Recognition: Plano Public Library System</p> <p>Special Recognition: Alan Upchurch, Director of Public Works and Engineering</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> February 28, 2011 March 9, 2011</p>	
	<p><u>Approval of Expenditures</u> Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	<p>Bid No. 2011-73-C for a one (1) year contract with three (3) optional one year renewals for Tree Maintenance for the Parks and Recreation Department to Somerset Landscape Maintenance in the estimated annual amount of \$60,000 and authorizing the City Manager to execute all necessary documents.</p>	
(c)	<p>Bid No. 2011-22-C for a one (1) year contract with three (3) City optional renewals to purchase biodegradable paper bags for Warehouse Inventory to be utilized by Sustainability and Environmental Services from Duro Bag Manufacturing Co. Inc. in an estimated amount of \$62,986 and authorizing the City Manager to execute all necessary documents.</p>	
(d)	<p>Bid No. 2011-79-C for Annual Contract for Athletic Field Mowing Landscape Maintenance for the Parks and Recreation Department to O'Donnell's Landscape Services, Inc. in the amount of \$71,916 and authorizing the City Manager to execute all necessary documents.</p>	
(e)	<p>Bid No. 2011-35-C for Custodial Services - Various Locations, to OJS Systems, Inc., in the estimated annual amount of \$1,055,808 and authorizing the City Manager to execute all necessary documents.</p>	
(f)	<p>Bid No. 2011-74-B for the 2010-11 Brick Screening Wall Panel Replacement, Project No. 6112, to Tracon Ventures, LTD. in the amount of \$248,700 and authorizing the City Manager to execute all necessary documents.</p>	
(g)	<p>Bid No. 2011-80-B for the 2010-11 Pavement Maintenance Phase I, Project No. 6110, to Jerusalem Corporation in the amount of \$383,443 and authorizing the City Manager to execute all necessary documents.</p>	
(h)	<p>Bid No. 2011-86-B for Russell Creek Sewer Main Rehabilitation Phase 2 to Insituform Technologies, Inc., in the amount of \$818,681 and authorizing the City Manager to execute all necessary documents.</p>	
(i)	<p>Purchase from an Existing Contract To approve the purchase of one (1) Alamo Interstater Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$51,024 from Alamo Sales Corporation through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract #GRO-10)</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	To approve the purchase of Facilities Maintenance Building Roof Replacement in the amount of \$64,800 from R&B Roofing, LLC and U.S. Ply, Inc., through an existing contract/agreement with Texas Multiple Award Schedule (TXMAS) and authorizing the City Manager to execute all necessary documents. (TXMAS Contract Number 10-56030-1)	
(k)	To approve the purchase of WebEOC (an emergency incident management software) for the Department of Emergency Management in the amount of \$110,342 from Emergency Services Integrators through an existing contract with the the State of Texas Department of Information Resouces, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-822)	
(l)	To approve the purchase of office supplies for City departments in the estimated annual amount of \$240,000 from Office Depot Inc. through an existing contract with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN #R5023)	
(m)	To approve the purchase of fitness equipment for the Carpenter Park Recreation Center renovation in the amount of \$249,268 from Fitco Fitness Center Outfitters and Bodyworks Fitness Equipment through an existing contract with BuyBoard and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 336-10)	
(n)	To approve the purchase of Scott Self-Contained Breathing Apparatus (SCBA) equipment for the Fire Department in the amount of \$254,315 from Municipal Emergency Services through an existing contract with the City of Fort Worth and authorizing the City Manager to execute all necessary documents. (City of Fort Worth Contract # 07-0191)	
	Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)	
(o)	To approve Professional Services Contract by and between City of Plano and CSL Marketing Group, LLC, for a term of one (1) year for the MP3 project Revenue Generation through Municipal Marketing. CSL Marketing Group will be seeking sponsorships for the program on behalf of the City for a \$72,000 annual retainer plus a not to exceed \$78,000 in concept and signage production fees and expenses.	
	Approval of Contract Modification	
(p)	To approve the Third Modification of the contract by and between the City of Plano and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano (Contract No. 2008-102-C) RFP for Wellness and Safety Program to reduce the contract amount from \$162,800 as provided in the Second Modification to \$64,244 for 2010-11 and \$24,000 per year from 2011-12 and 2012-13, and authorizing the City Manager to execute all necessary documents.	
(q)	To approve and authorize Contract Modification No. 1 for the purchase of Engineering Design Services for Project No. 5925 – Preston Road Corridor in the amount of \$85,850 from Huitt-Zollars, Inc. This modification will provide for the addition of the intersection of Preston Road and Tennyson Parkway to the original contract.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(r)	<p>Approval of Change Order</p> <p>To HMC Asphalt & Concrete Construction, Inc., increasing the contract by \$52,090 for the 2008-09 Sidewalk Construction, Project No. 5988, Change Order No. 1, Bid No. 2010-60-B, and authorizing the City Manager to execute all necessary documents.</p>	
(s)	<p>Approval of Expenditure</p> <p>To approve a 30-day contract extension with UBM Enterprise, Inc. for Custodial Services in the amount of \$92,330 to facilitate the transfer from UBM Enterprises to the newly recommended contractor, and authorizing the City Manager to execute any necessary documents. (Current Contract Number 2007-63-C)</p>	
	<p><u>Adoption of Resolutions</u></p>	
(t)	<p>To approve the terms and conditions of an Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor; and providing an effective date.</p>	
(u)	<p>To amend a Communication Facilities License Agreement approved by Plano City Council on December 14, 1998, 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.</p>	
(v)	<p>To amend a Communication Facilities License Agreement approved by Plano City Council on December 14, 1998, and a First Amendment to Communications Facilities License approved by Plano City Council on March 12, 2009, 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.</p>	
(w)	<p>To amend a Communication Facilities License Agreement approved by Plano City Council on March 8, 2002, 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.</p>	
(x)	<p>To amend a Communication Facilities License Agreement approved by Plano City Council on October 6, 1999, and a First Amendment to Communications Facilities License approved by Plano City Council on September 11, 2008, 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.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(y)	To approve the assignment of the Public Rights-of-Way Use Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the Agreement reflecting same.	
(z)	To approve the assignment of an Airspace Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the agreement reflecting same.	
(aa)	To approve the Investment Portfolio Summary for the quarter ending December 31, 2010 and providing an effective date.	
(bb)	To designate authorized representatives and investment officers of the City of Plano to transact business with TexPool/TexPool Prime, public funds investment pool; and providing an effective date.	
<u>Adoption of Ordinances</u>		
(cc)	To transfer the sum of \$150,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for implementation of the Plano Star Program; amending the budget of the City and Ordinance 2010-9-8; declaring this action to be a case of public necessity; and providing an effective date.	
(dd)	To repeal Ordinance No. 2010-11-15; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department in a rank less than Battalion Chief serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.	
(ee)	To adopt and enact Supplement Number 93 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.	
(ff)	To amend Section 2-313. Duties and responsibilities of Article XVII. Board and Commission Review Committee, of Chapter 2 Administration of the City of Plano Code of Ordinances and providing an effective date.	
(gg)	To amend Ordinance No. 2011-2-5, ordering an election to be held on May 14, 2011, for the purpose of electing four (4) Members of Council, by expanding the list of early voting polling locations; and providing a repealer clause, 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>	
(1)	<p>Presentation of the 2010-11 Status Report and Three-Year Financial Forecast to the City Council.</p>	
(2)	<p>Consideration of an Ordinance to provide certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation in the amount of \$32,367; providing a severability clause, an effective date, and consideration of the appeals of the Heritage Commission's recommended denial of tax exemption for 1211 15th Street, 1407 15th Street, 909 18th Street, and 1701 H Avenue.</p>	
(3)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-03 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 609 so as to allow Helistop on 9.1± acres of land located at the southwest corner of Amelia Court and American Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-137-General Office; 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, a publication clause, and an effective date. Applicant: HSP of Texas, Inc./Medical Center of Plano</p>	
(4)	<p>Public Hearing and consideration of an Ordinance as requested in Zoning Case 2010-22 to amend Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to medical office parking requirements; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano</p>	
(5)	<p>Public Hearing to consider a request to amend the Future Land Use Plan map, Thoroughfare Plan map, and Transportation Element of the Comprehensive Plan, and related sections of the plan as it pertains to the designation of future rail stations within the City of Plano.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Proclamation: Sexual Assault Awareness and Prevention Month				
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	



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COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/11		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Presentation: Achievement of Excellence in Libraries Award to the Plano Public Library System				
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	



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COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
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Council Meeting Date:		03/28/11		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognition: Plano Public Library System				
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	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/11		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Special Recognition: Alan Upchurch, Director City of Plano Public Works and Engineering				
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	

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
February 28, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:08 p.m., Monday, February 28, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member LaRosiliere. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; information regarding Economic Development, Section 551.087; and Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:22 p.m.

Consideration and Action Resulting From Executive Session

No items were considered.

DART Report

DART Board Member Faye Wilkins spoke to progress along the Cottonbelt Corridor, consideration of a 12th Street station, possible stations at the George Bush Turnpike and/or Shiloh Road and DFW Airport access. She provided information regarding the development of a "Regionalism Business Plan" to address DART's role in the area.

Update on Ice Storm Response

Director of Emergency Management Stovall reviewed early February weather events including sleet, freezing rain, snow and freezing temperatures. He advised that the storms resulted in an estimated \$223,769 of costs for labor, materials and equipment. Deputy Director of Public Works and Engineering Cosgrove spoke to the current policy of sanding signalized intersections, bridges, overpasses and box culverts as well as “hot spots.” He advised that sanding does not include residential streets and reviewed similar policies in neighboring communities. Mr. Cosgrove advised that, with current resources (8 trucks), one pass across the City requires 11 hours and spoke to the resources necessary to cover all major thoroughfares (12 hours with 61 trucks). He recommended establishing another stockpile of sanding material (\$60,000), enlarging current stockpiles (\$25,000), and purchasing 12 spreaders to equip available trucks, thus reducing the time for one pass to 6 hours (\$124,000). City Manager Glasscock spoke to possible use of emergency or red-light funding. Police Chief Rushin spoke to the increase in traffic accidents during the storm and police response and Mr. Stovall advised that costs provided are estimated figures. The Council concurred in directing Staff to move forward with recommendations.

Comprehensive Monthly Financial Report

Finance Director Tacke advised that for the month of January 2011, General Fund, Water/Sewer, Civic Center and Golf Course revenues were up as a percentage of budget when compared to last year. She advised that actual figures indicate General Fund revenues were down due to decreases in ad valorem taxes and a decrease in court fine revenues and stated that expenditures were down slightly as a percentage of budget. Ms. Tacke advised that actual expenditures were down \$2 million due to the timing of the September 2010 payroll and a reduction in the annual contribution to the 115 Trust. Ms. Tacke advised that the unemployment rate is down slightly to 6.7% and sales tax collections for January are up by 2.4%. She spoke to increases in actual water/sewer revenue due to the lack of rain and rate increases and expenditures down \$971,000. Ms. Tacke spoke to increases in municipal drainage revenues and a decline in expenses based on contract costs for street cleaning services.

Discussion and Direction regarding scheduling additional meetings for departmental budget reviews

Council Member Smith spoke to scheduling a worksession to accommodate further discussion of the budget. Council Member Harris spoke to expanding the session to include additional topics. The Council concurred in directing Staff to schedule a worksession.

Personnel Appointments - Civil Service Commission

Upon a motion made by Council Member Harris and seconded by Mayor Pro Tem Dunlap, the Council voted 7-0 to approve the recommendation of City Manager Glasscock and appoint Robert Hill as a member of the Civil Service Commission.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agenda

Mayor Dyer requested that Consent Agenda Item "F," to approve of a 90-day contract extension with LegacyTexas Bank for the City's Treasury Department, for the limited purpose of depository services for Utility Billing funds that are currently direct deposited into LegacyTexas Bank and will be transitioned to direct deposit with Frost Bank be removed for individual consideration due to a possible conflict of interest.

Council Member Smith requested that Consent Agenda Item "G," a resolution to authorize the purchase of additional XpressCheck™ patron self-checkout stations in an amount not to exceed \$124,589 from Integrated Technology Group be removed for individual consideration.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:53 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL
February 28, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Monday, February 28, 2011, at 7:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member LaRosiliere.

The invocation was led by Sr. Pastor Gene Wilkes of Legacy Church and Mayor Dyer led the Pledge of Allegiance.

Mayor Dyer administered an oath of office to NiCole Williams, incoming member of the Civil Service Commission and presented a Certificate of Appreciation to outgoing member Patrick Gallagher.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon the request of Mayor Dyer, Consent Agenda Item "F" was removed for individual consideration due to a possible conflict of interest.

Upon the request of Council Member Smith, Consent Agenda Item "G" was removed for individual consideration.

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Smith, the Council voted 7-0 to approve and adopt the remaining items on the Consent Agenda as recommended and as follows:

Approval of Minutes (Consent Agenda Item "A")

February 10, 2011

February 14, 2011

February 17, 2011

Approval of Expenditures

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

Bid No. 2011-57-B for Tree Planting and Irrigation Project - Park Boulevard and Brand Road for the Parks Department to Whitmore and Sons, Inc. in the amount of \$65,329 and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "B")

Purchase from an Existing Contract

To approve the purchase of Replacement of Cat Cages at the Animal Shelter in the amount of \$85,059 from Kellogg Brown & Root Services, Inc., through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4958) (Consent Agenda Item "C")

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

To approve an Engineering Services Agreement by and between the City of Plano and BW2 Engineers, Inc. in the amount of \$68,650 for the design of the Chisholm Trail south connection to the City of Richardson and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "D")

Approval of Change Order

To J. R. Stelzer Co., increasing the contract by \$28,560 for Southeast Industrial Water Tank Repaint, Change Order No. 1. Original Bid No. 2010- 198-B. (Consent Agenda Item "E")

Adoption of Ordinances

Ordinance No. 2011-2-7: To amend Sections 15-3, 15-56, 15-57, 15-59, 15-60, 15-61, and 15-65, Chapter 15, Parks and Recreation of the Code of Ordinances of the City of Plano, Texas to replace with provisions containing new language regarding prohibited activities, sports seasons, allocations, tournaments/meets/camps/clinics/tryouts, practice sessions, user fees and insurance; and providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause, and an effective date. (Consent Agenda Item "H")

Ordinance No. 2011-2-8: To repeal Ordinance No. 2006-11-27 designating a certain area within the City of Plano as Reinvestment Zone No. 103 for a tax abatement consisting of a 2.8383 acre tract of land located at the southwest intersection of Bishop Road and Infinity Avenue in the City of Plano, Texas; and providing an effective date. (Consent Agenda Item "I")

Ordinance No. 2011-2-9: To amend Section 2-25. Attendance at council meetings, etc., of Article II. City Manager, of Chapter 2. Administration of the Code of Ordinances of the City of Plano, Texas to allow the City Manager to assign a designee to attend council meetings on his behalf; and providing a repealer clause, a severability clause, and an effective date. (Consent Agenda Item "J")

END OF CONSENT

Due to a possible conflict of interest, Mayor Dyer stepped down from the bench on the following item:

To approve of a 90-day contract extension with LegacyTexas Bank for the City's Treasury Department, for the limited purpose of depository services for Utility Billing funds that are currently direct deposited into LegacyTexas Bank and will be transitioned to direct deposit with Frost Bank, and authorizing the City Manager to execute the contract extension and all other necessary documents for Bid No. 2009-217-C; and providing an effective date. (Consent Agenda Item "F")

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Callison, the Council voted 6-0 to approve a 90-day contract extension with LegacyTexas Bank for the City's Treasury Department, for the limited purpose of depository services for Utility Billing funds that are currently direct deposited into LegacyTexas Bank and will be transitioned to direct deposit with Frost Bank.

Mayor Dyer resumed his seat at the bench.

Resolution No. 2011-2-10(R): To authorize the purchase of twenty (20) additional XpressCheck™ patron self-checkout stations in an amount not to exceed \$124,589 from Integrated Technology Group, the sole source provider of such equipment for the City of Plano - Plano Public Library System; and authorizing the City Manager to execute all necessary documents; and providing an effective date. (Consent Agenda Item "G")

Director of Libraries Ziegler advised that additional equipment would contribute to the self-service model of business and that funding comes from a grant and private donation. She responded to the Council regarding decreases in state funding and Council Member Harris spoke to future discussion regarding offering materials free of charge to non-residents as the practice is tied to grant programs.

Resolution No. 2011-2-10(R) (cont'd)

Upon a motion made by Deputy Mayor Pro Tem Miner and seconded by Council Member Smith, the Council voted 7-0 to authorize the purchase of twenty (20) additional XpressCheck™ patron self-checkout stations in an amount not to exceed \$124,589 from Integrated Technology Group; and further to adopt Resolution No. 2011-2-10(R).

Consideration of Bid No. 2011-68-B for Screening Wall – Parker & Independence project to Quality Excavation, Ltd. in the amount of \$350,157 and authorizing the City Manager to execute all necessary documents. (Regular Agenda Item “1”)

Deputy Director of Public Works and Engineering Cosgrove spoke to an incomplete summary sheet received from Quality Excavation, Ltd., but advised that necessary information was provided elsewhere in documentation resulting in a minor defect in their bid and to similar consideration given to others. Bryan Robertson of Ratliff Hardscape, Ltd. spoke to the need for bidders to follow policy and stated opposition to acceptance of incomplete bids. City Attorney Wetherbee advised that the bid from Quality Excavation, Ltd. should not be disqualified since it contained all necessary information. Mr. Cosgrove responded to the Council regarding issues related to bids for environmentally safe products and to funding for this project included in the budget.

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member Callison, the Council voted 7-0 to award Bid No. 2011-68-B for Screening Wall – Parker & Independence project to Quality Excavation, Ltd. in the amount of \$350,157.

Resolution No. 2011-2-11(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between Applied Concepts, Inc. and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “2”)

Director of Finance Tacke advised that the agreement in the amount of \$250,000 provides for occupancy of not less than 31,400 of existing commercial space; retention, transfer or creation of up to 104 full-time jobs by February 28, 2011, with a possible additional 36 by December 31, 2014; business personal property in the amount of no less than \$200,000; real property in the amount of \$500,000 and expires on September 30, 2017.

Upon a motion made by Council Member Harris and seconded by Council Member Smith, the Council voted 7-0 to approve an Economic Development Incentive Agreement with Applied Concepts, Inc. and further to adopt Resolution No. 2011-2-11(R).

Resolution No. 2011-2-12(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between Keste, LLC and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item “3”)

Director of Finance Tacke advised that the agreement in the amount of \$150,000 provides for occupancy of not less than 32,000 of existing office space; retention, transfer or creation of up to 90 full-time jobs by June 30, 2011, with a possible additional 60 by June 30, 2012; business personal property in the amount of no less than \$500,000; real property in the amount of \$858,000 and expires on April 30, 2018.

Upon a motion made by Council Member Davidson and seconded by Deputy Mayor Pro Tem Miner, the Council voted 7-0 to approve an Economic Development Incentive Agreement with Keste, LLC and further to adopt Resolution No. 2011-2-12(R).

Resolution No. 2011-2-13(R): To establish the area defined herein as the “Plano Eruv District,” for the purpose of accommodating Orthodox Jewish citizens to “carry” and transport within said “Plano Eruv District” on the Sabbath and other Jewish Holy Days in accordance with Jewish religious law; and providing an effective date. (Regular Agenda Item “4”)

David McCall, citizen of the City, spoke to establishment of eruv districts for religious purposes and other currently designated locations. He responded to the Council, advising that placement of markers will be done through an agreement between the temples and owners of utility poles and that the boundaries are created to benefit particular parishioners.

Upon a motion made by Council Member Smith and seconded by Deputy Mayor Pro Tem Miner, the Council voted 7-0 to establish the area defined herein as the “Plano Eruv District,” and further to adopt Resolution No. 2011-2-13(R):

Public Hearing and adoption of Ordinance No. 2011-2-14 as requested in Zoning Case 2011-02 to amend Subsections 2.824 (RC - Regional Commercial), 2.825 (RE - Regional Employment), 2.827 (LI-1 - Light Industrial-1), and 2.828 (LI-2 - Light Industrial-2) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses) and Subsection 3.302 (Nonresidential Uses), of Section 3.300 (Exterior Wall Construction Standards for Structures) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, regarding the use of metal as an exterior wall construction material in nonresidential zoning districts; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano (Regular Agenda Item “5”)

Planning Manager Firgens spoke to the use of metal as an exterior material currently allowed in the Light-Industrial-1 and 2 districts only with approval of the façade plan by the Planning and Zoning Commission and a proposed amendment to allow use in all non-residential zoning. She reviewed the types of metal utilized and features and provided Council with examples. Ms. Firgens advised that the Commission recommended approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

Ordinance No. 2011-2-14 (cont'd)

1. Amend Subsection 3.302 (Nonresidential Uses) of Section 3.300 (Exterior Wall Construction Standards for Structures) of Article 3 (Supplementary Regulations) to read as follows:

1. Except as otherwise regulated by this ordinance, exterior wall construction in districts permitting nonresidential uses shall be of such material that conforms to the International Building Code unless an alternative has been approved by the Building Official. ~~However, metal and membrane exterior walls are prohibited in all zoning districts with the following exception:~~

~~Metal and membrane exterior wall construction is permitted in the Light Industrial 1 and Light Industrial 2 districts with approval of a facade plan as part of the site plan review process by the Planning & Zoning Commission only under the following conditions:~~

- ~~a. The metal or membrane exterior wall construction is not visible from a public thoroughfare or residential zoning district.~~
- ~~b. The lot containing the building is located at least 1,000 feet from any residential zoning district boundary line unless separated by a Type C or larger thoroughfare.~~

2. Metal exterior wall construction within nonresidential zoning districts shall be permitted provided that a maximum of 25% of any exposed exterior wall may consist of metal. This percentage may be exceeded in accordance with the following:

- a. For high-rise buildings only, a maximum of 50% of any exposed exterior wall may consist of metal. High-rise buildings shall be defined by the International Building Code, and as amended by the city.

- b. Within the LI-1 and LI-2 districts only, up to 100% of any exposed exterior wall may consist of metal with approval of a facade plan as part of the site plan review process by the Planning & Zoning Commission only under the following conditions:

i.a. The metal exterior wall is not visible from a public thoroughfare or residential zoning district.

ii.b. The lot containing the building is located at least 1,000 feet from any residential zoning district boundary line unless separated by a Type C or larger thoroughfare.

3. Membrane exterior wall construction is permitted within the LI-1 And LI-2 districts only, with approval of a facade plan as part of the site plan review process by the Planning & Zoning Commission only under the following conditions:

- a. The membrane exterior wall is not visible from a public thoroughfare or residential zoning district.

Ordinance No. 2011-2-14 (cont'd)

- b. The lot containing the building is located at least 1,000 feet from any residential zoning district boundary line unless separated by a Type C or larger thoroughfare.

~~4.2. Special Requirements for Parking Structures~~

Except in BG and CB-1 zoning districts, all exterior walls of parking structures shall be architecturally designed to be integrated with the primary building on the site, including consistent architectural design elements and building materials between structures.

2. Amend Subsection 2.827 (LI-1 - Light Industrial-1) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), such portion of Subsection to read as follows:

6. Special District Requirements

- a. ~~Metal exterior buildings are prohibited in the LI-1 district, except that such buildings may be permitted by approval of a site plan. See Subsection 3.302 (Nonresidential Uses) for provisions regarding metal and membrane exterior building materials.~~

3. Amend Subsection 2.828 (LI-2 - Light Industrial-2) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), such portion of Subsection to read as follows:

6. Special District Requirements

- a. ~~Metal exterior buildings are prohibited in the LI-1 district, except that such buildings may be permitted by approval of a site plan. See Subsection 3.302 (Nonresidential Uses) for provisions regarding metal and membrane exterior building materials.~~

4. Amend Subsection 2.824 (RC - Regional Commercial) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), such portion of Subsection to read as follows:

6. Special District Requirements

- b. Seventy-five percent of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%. Other finishes and materials may be used at the sole discretion of the Planning & Zoning Commission if adopted as part of the site plan approval and if permitted by building and fire codes. Any finish and material permitted by building and fire codes may be used on the remaining 25% of any exposed exterior wall, except that for high-rise buildings only this percentage may be increased to 50% for use of metal only.

Ordinance No. 2011-2-14 (cont'd)

The Planning & Zoning Commission may allow, at its sole discretion, the use of concrete, concrete block, and tile, as described in the City of Plano Building Code on exterior walls that are not visible from public thoroughfares. These finishes must be consistent in color with the remainder of the building. These would include the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.

5. Amend Subsection 2.825 (RE - Regional Employment) of Section 2.800 (District Charts) of Article 2 (Zoning Districts and Uses), such portion of Subsection to read as follows:

6. Special District Requirements

- ii. Seventy-five percent of any exposed exterior wall of main buildings, parking structures, and accessory buildings shall consist of glass, native stone, clay-fired brick or tile, or a combination of these materials. All exterior building materials made of glass shall have a maximum exterior visible reflectance of 20%. Other finishes and materials may be used at the sole discretion of the Planning & Zoning Commission if adopted as part of the site plan approval and if permitted by building and fire codes. Any finish and material permitted by building and fire codes may be used on the remaining 25% of any exposed exterior wall, except that for high-rise buildings only this percentage may be increased to 50% for use of metal only. The Planning & Zoning Commission may allow, at its sole discretion, the use of concrete, concrete block, and tile, as described in the City of Plano Building Code on exterior walls that are not visible from public thoroughfares. These finishes must be consistent in color with the remainder of the building. These would include the walls of service courts and other facilities that are secluded from view by the specific design of a building or group of buildings.

Mayor Pro Tem Dunlap stated concern regarding issues of colors, reflectivity, integrated finishes and the use of corrugated or galvanized metals. Ms. Firgens spoke regarding the Commission's approach to regulation by limiting the percentage of metal used on exterior surfaces rather than evaluating characteristics. She spoke to requests for metal surfaces in the LI-1, LI-2, Regional Commercial and Regional Employment districts that are currently forwarded to the Commission and advised that the recommendation does not propose changes to membrane structures. Ms. Firgens advised that there are no proposed regulations for color or building material. The Council discussed possible revisions to the percentages proposed and attracting businesses interested in new materials.

Mayor Dyer opened the Public Hearing. No one appeared to speak for or against the item. The Public Hearing was closed.

Council Member Harris spoke in support of permitting a lower percentage of metal surface for non-high rise structures than the 25% recommended with the exception of those in the LI-1 and LI-2 districts in order to more gradually integrate the change.

Ordinance No. 2011-2-14 (cont'd)

A motion was made by Council Member Davidson and seconded by Deputy Mayor Pro Tem Miner to amend sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, related to the use of metal as an exterior wall construction material in nonresidential zoning districts as recommended by the Planning and Zoning Commission and as requested in Zoning Case 2011-02; and further to adopt Ordinance No. 2011-2-14. The Council voted 6-1 with Council Member Harris voting in opposition. The motion carried.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 8:14 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
March 9, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Victoria Huynh, Deputy City Attorney
Diane Zucco, City Secretary

Mayor Dyer called the meeting to order at 5:09 p.m., Wednesday, March 9, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Callison arrived at 5:16 p.m. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; information regarding Economic Development, Section 551.087; and Real Estate, Section 552.072 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:29 p.m.

Consideration and Action Resulting From Executive Session

No items were considered.

Discussion and Direction re Planning and Zoning Commission's recommendations for the Research/Technology Center District

Senior Planner Perry reviewed the background of the district, its intent to create a low-density employment center consisting of offices, research and development facilities and limited assembly operations and the recent revisions including planned development designations to allow for commercial/retail uses and the rezoning of 70 acres to residential. She spoke to analysis by Planning and Zoning Commission to consider the boundaries, determine the core of the district and review whether or not existing policies meet the City-stated goals for the area.

Ms. Perry spoke to public input received and advised that the Commission felt the area west of Bradshaw Drive represents the core of the district and should remain intact; the area east of Plano Parkway and south of 14th Street should retain its Planned District zoning; and the area east of Bradshaw Drive, north of the railroad tracks, west of Plano Parkway and south of 14th Street would be an area available for residential zoning. Ms. Perry spoke to the Commission's general recommendations to maintain the character of the district by prohibiting open storage and delivery vehicles, limiting the number of dock doors and the gross floor area for office showroom/warehouse. She spoke to removing the unique provisions for landscaping in the district, replacing them with standards from the Zoning Ordinance; removal of the unique parking requirements; and modification of regulations regarding restaurants to remove the requirement that a freestanding restaurant must be part of a larger development. The Council stated consensus in directing the Commission and Staff to proceed with recommended amendments to the district.

Discussion and Direction re Soccer Support Center at Russell Creek Park

Chip Kruger, representing the Plano Youth Soccer Association spoke to a feasibility study and identifying community need for a support center to serve participants, coaches and referees. He spoke to development of an 11,000 square foot building through cooperative efforts containing a training conference center, restrooms, concession area, and administration area a park support center with multiple equipment bays and administrative area. Mr. Kruger spoke to co-development of the park support center by City of Plano and the soccer support center by Plano Youth Soccer Association. Park Services Manager Fox advised that, with Council approval, Staff would proceed with a request for proposal, gather public input and prepare a lease agreement. He responded to the Council that the anticipated City expenditure would be approximately \$200,000-\$320,000 and that operations/maintenance costs would be reduced to approximately \$25,000 through efficiencies gained by sharing. Mr. Fox advised that with their contribution of \$1 million, PYSA would have use through a land lease. The Council concurred in directing Staff to proceed.

Discussion and Direction re Board and Commission Review Committee

Deputy Mayor Pro Tem Miner spoke to the Committee's determination that no review of boards and commissions was needed at this time and to extending the designated timeframe between reviews. He further spoke to receiving input from Council liaisons. The Council concurred with the revisions and requested Staff bring back amendments for adoption.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agenda

No items were discussed.

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 6:51 p.m.

Phil Dyer, Mayor

ATTEST:

Diane Zucco, City Secretary

PLANO CITY COUNCIL
March 9, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
Lee Dunlap, Mayor Pro Tem
Pat Miner, Deputy Mayor Pro Tem
Ben Harris
André Davidson
Lissa Smith
Harry LaRosiliere
Jean Callison

STAFF

Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager
LaShon Ross, Deputy City Manager
Diane C. Wetherbee, City Attorney
Victoria Huynh, Deputy City Attorney
Diane Zucco, City Secretary

Mayor Dyer convened the Council into the Regular Session on Wednesday, March 9, 2011, at 7:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Dr. Scott Fenton of Meadows Baptist Church and Mayor Dyer led the Pledge of Allegiance.

City Manager Bruce Glasscock received presentation of a State House Resolution.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

Upon a motion made by Council Member LaRosiliere and seconded by Council Member Smith, the Council voted 8-0 to approve and adopt all items on the Consent Agenda as recommended and as follows:

Approval of Expenditures

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

To approve a contract made and entered into by and between the City of Plano, the Board of Trustees of the Plano Independent School District and Sharon Rowe, the Elections Administrator of Collin County, Texas, pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, regarding the coordination, supervision, and running of the City's May 14, 2011 Joint General Election in the estimated amount of \$27,408. (Consent Agenda Item "A")

Approval of Change Order

To Tiseo Paving Company, increasing the contract by \$35,997 for McDermott Road from Ohio Drive to Coit Road, Change Order No. 4. Original Bid No. 2009-143-B. (Consent Agenda Item "B")

Adoption of Resolutions

Resolution No. 2011-3-1(R): To authorize the purchase of the Interactive Voice Response (IVR) System Upgrade from Selectron Technologies, Inc., a sole source provider for such upgrade, in the amount of \$51,000; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "C")

Resolution No. 2011-3-2(R): To approve the hiring of an Assistant City Attorney by the City Attorney; and providing an effective date. (Consent Agenda Item "D")

Adoption of Ordinances

Ordinance No. 2011-3-3: To amend City of Plano Ordinance No. 2011-1-7 codified as Article II, Building Code, of Chapter 6 of the Code of Ordinances; adding amendments for Chapter 9 of the 2009 International Building Code, Fire Protection Systems, to mirror the amendments adopted with the 2009 International Fire Code; and providing, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. (Consent Agenda Item "E")

Ordinance No. 2011-3-4: To transfer the sum of \$42,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for auditing of additional major programs outside the scope of the audit engagement with Grant Thornton; amending the budget of the City and Ordinance 2010-9-8; declaring this action to be a case of public necessity; and providing an effective date. (Consent Agenda Item "F")

END OF CONSENT

Ordinance No. 2011-3-5: To approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Allen, Texas; authorizing the City Manager to execute the agreement on behalf of the City of Plano; and providing an effective date. (Regular Agenda Item "1")

Ordinance No. 2011-3-5 (cont'd)

Director of Planning Jarrell advised that the City of Plano partnered with the City of Allen to complete construction of Chaparral Road and that the new alignment necessitates a boundary agreement between the cities to give Allen control of right-of-way maintenance and traffic enforcement while two residential properties to the north will remain in Plano via a connecting strip of property. She further advised that tests will be conducted to ensure Plano's public safety response. Lyndon Neffernan, citizen of Plano, spoke to concerns brought to the City of Allen's attention during construction and the need for a left-turn lane for driveway access. Deputy Director of Public Works and Engineering Cosgrove spoke to safety concerns and advised that a left-turn lane will be added. He further advised that the City of Allen managed the construction which was planned by their city, the City of Plano and the North Texas Municipal Water District. Mayor Dyer advised that Plano Staff will assist in addressing further concerns of citizens.

Upon a motion made by Mayor Pro Tem Dunlap and seconded by Council Member LaRosiliere, the Council voted 8-0 to approve the terms and conditions of a Boundary Adjustment Agreement between the City of Plano, Texas and the City of Allen, Texas; and further to adopt Ordinance No. 2011-3-5.

Resolution No. 2011-3-6(R): To approve the terms and conditions of an Economic Development Incentive Agreement by and between GGNSC Holdings, LLC and the City of Plano; authorizing its execution by the City Manager; and providing an effective date. (Regular Agenda Item "2")

Plano Economic Development Board Executive Director Bane advised that the agreement provides for occupancy of not less than 25,000 of existing commercial space; the transfer or creation of up to 50 full-time jobs by August 1, 2012, with a possible additional 50 on or before August 1, 2013 and the option of adding 100 positions on or before August 1, 2015; business personal property in the amount of no less than \$5 million; real property in the amount of \$2.5 million and the term is for 20 years expiring on July 31, 2021.

Upon a motion made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0 to approve an Economic Development Incentive Agreement with GGNSC Holdings, LLC; and further to adopt Resolution No. 2011-3-6(R).

Nothing further was discussed and Mayor Dyer adjourned the meeting at 7:27 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	3/28/11
Department:	Purchasing
Department Head	Diane Palmer-Boeck
Agenda Coordinator (include phone #): Heather Parkerson x 7554	

CAPTION

Bid No. 2011-73-C for a one (1) year contract with three (3) optional one year renewals for Tree Maintenance for the Parks and Recreation Department to Somerset Landscape Maintenance in the estimated annual amount of \$60,000 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	94,464	0	94,464
Encumbered/Expended Amount	0	-34,464	0	-34,464
This Item	0	-60,000	0	-60,000
BALANCE	0	0	0	0

FUND(S): GENERAL FUND

COMMENTS: This item, in the amount of \$60,000, provides for tree trimming and removals at all sites maintained by Plano Parks & Recreation and allows for the removal of tree debris following storms or other destructive events. Additional contractual expenditures in Park Support Services will need to be offset by reductions in other accounts for the remainder of the 2010-11 fiscal year.

STRATEGIC PLAN GOAL: Regular tree maintenance at Plano parks and facilities relates to the City's goal of "Great Neighborhoods - 1st Choice to Live."

SUMMARY OF ITEM

Staff recommends the Competitive Sealed Bid of Somerset Landscape Maintenance, in the estimated annual amount of \$60,000 be accepted as the lowest responsive responsible bidder and conditioned upon timely execution of any necessary contract documents. This will establish a one year contract with three optional one year renewals.

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

DATE: 3/18/2011
TO: HEATHER PARKERSON, PURCHASING
FROM: DOUG GREEN, PARKS AND RECREATION
SUBJECT: **AWARD RECOMMENDATION 2011-73-C** Tree Maintenance

The Parks and Recreation Department recommends award of the **2011-73-C Tree Maintenance** bid to *Somerset Landscapes*. The Department believes Somerset Landscapes is a responsible bidder capable of meeting the requirements of the contract. As stated in the bid documentation, this contract is to be awarded to the lowest responsive, responsible bidder.

This contract will be used for tree removals and tree trimming at all sites maintained by the Department, and may be utilized during storm event cleanup. It also provides a method of transferring risk when there is difficult or sensitive tree work needed.

Total anticipated expenditures of the bid are within the \$60,000 budget.

Please review and begin the necessary steps for award of this contract.

Attachments:

Vendor Bid Recap

CITY OF PLANO

Bid No. 2011-73-C Tree Maintenance Bid Recap

Bid opening Date/Time: February 22, 2011 @ 2:00 PM

Number of Vendors Notified: 1,307

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 6

Vendors

Somerset Landscape Maintenance

Big Bird Tree Service, Inc.

Arbor Masters Tree Service

Elite Tree Service

Preservation Tree Services, Inc

Advanced Tree and Shrub Care Inc.

Proposals Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Somerset Landscape Maintenance

Heather Parkerson

Heather Parkerson, Buyer

February 22, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		3/28/11			
Department:		Purchasing/Warehouse			
Department Head		Diane Palmer-Boeck/Josh Mathews			
Agenda Coordinator (include phone #): Earl Whitaker x7074					
CAPTION					
Bid No. 2011-22-C for a one (1) year contract with three (3) City optional renewals to purchase biodegradable paper bags for Warehouse Inventory to be utilized by Sustainability and Environmental Services from Duro Bag Manufacturing Co. Inc. in an estimated amount of \$62,986 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-12, 2012-13, 2013-14 & 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	1,300,092	188,957	1,489,049
Encumbered/Expended Amount		0	-397,105	0	-397,105
This Item		0	-62,986	-188,957	-251,943
BALANCE		0	840,001	0	840,001
FUND(S): WAREHOUSE					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in the Inventory Stock department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2010-11 is \$62,986. The estimated future annual amount is \$188,957, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.</p> <p>STRATEGIC PLAN GOAL: The contracted purchase of Biodegradable Paper Bags for Warehouse Inventory stock relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Staff recommends the bid of Duro Bag Manufacturing Co. Inc. in an estimated amount of \$62,986 be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This purchase is for Warehouse Inventory to be utilized by Sustainability and Environmental Services (2011-22-C).					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Award Memo, Bid Recap	NA



MEMORANDUM

DATE: March 3, 2011
TO: Earl Whitaker, Purchasing Buyer
FROM: Josh Mathewes, Inventory Control/Asset Disposal Supervisor

SUBJECT: Bid # 2011-22-C Biodegradable Paper Bags

It is the recommendation from ICAD based on inventory requirements and from the Sustainability and Environmental Services Department based on specifications to award the bid to the following supplier.

Duro Bag Manufacturing Co., Inc.

All line items.

Estimated Total Amount: \$62,985.60

The specifics of this bid are on file with the Purchasing Division.

Josh Mathewes
Inventory Control/Asset Disposal Supervisor

CITY OF PLANO

BID NO. 2011-22-C
Biodegradable Paper Bags
BID RECAP

Bid opening Date/Time: November 22, 2010 @ 3:00 pm

Number of Vendors Notified: 467

Vendors Submitting "No Bids": 3

Number of Bids Submitted: 3

Duro Bag Manufacturing Co., Inc.

Ocuture

Goodrum International

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor:

Duro Bag Manufacturing Co., Inc.

\$ 62,985.60

Earl S. Whitaker

Earl S. Whitaker
Buyer

November 23, 2010

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		3/28/2011			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Sharron Mason x7247					
CAPTION					
Bid No. 2011-79-C for Annual Contract for Athletic Field Mowing Landscape Maintenance for the Parks and Recreation department to O'Donnell's Landscape Services, Inc. in the amount of \$71,916, and authorizing the City Manager or his designee to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11, 2011-12, (3 one-year renewals)	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	173,202	287,664	460,866
Encumbered/Expended Amount		0	-23,190	0	-23,190
This Item		0	-71,916	-287,664	-359,580
BALANCE		0	78,096	0	78,096
FUND(S): GENERAL FUND					
<p>COMMENTS: This item approves price quotes. Expenditures will be made in Sports Turf Maintenance Services cost center based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in in FY 2010-11 is \$71,916. The estimated future amount is \$287,664 over the following four fiscal years, which will be made within approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Regular athletic field mowing and landscape maintenance at Plano Parks relates to the City's goal of Great Neighborhoods - 1st Choice to Live.</p>					
SUMMARY OF ITEM					
The Parks and Recreation staff recommends the bid of O'Donnell's Landscape Services, Inc. for the Annual Contract for Athletic Field Mowing Landscape Maintenance, as the lowest responsive, responsible bidder, in the estimated annual amount of \$71,916. This will be a one (1) year contract term with three (3) City optional one (1) year renewals.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Award Recommendation Memo and Bid Recap					

MEMO

TO: SHARRON MASON
SR. BUYER
PURCHASING DEPARTMENT

FROM: KEVIN MURRAY, PARK SUPERINTENDANT

DATE: 03/03/2011

RE: **AWARD RECOMMENDATION FOR 2011-79-C
ANNUAL CONTRACT FOR ATHLETIC FIELD MOWING LANDSCAPE
MAINTENANCE**

Upon review of the submitted bids and the submitted supporting documentation, award of bid is recommended to the low bidder, O'Donnell's Landscape Services in the estimated annual amount of \$71,916.00.

The award amount is for all bid items. The bid amount of \$71,916.00 is under the bid estimate of \$130,000.



BID No. 2011-79-C
ANNUAL CONTRACT FOR ATHLETIC FIELD MOWING LANDSCAPE
MAINTENANCE

RECAP

Opening Date/Time: Friday, February 25, 2011 @ 3:00 PM (CST)

Number of Vendors Notified: 1275

Vendors Submitting "No Response": 1

Vendors Submitting "Partial Bids: 0

Number of Bids Submitted: 10

Bidder(s):

O'Donnell's Landscape Services, Inc.	\$ 71,916.00
Somerset Landscape Maintenance	\$ 74,583.40
VMC Landscape Services	\$103,428.00
Jordan Maintenance Services	\$106,548.00
American Landscape Systems, Inc.	\$107,983.00
Dyna-Mist	\$108,264.00
SLM Landscaping & Maintenance, Inc.	\$109,389.28
The Teter Group, Inc.	\$120,008.09
Blue Sky Services	\$121,700.80
Greener Pastures Landscape, Inc.	\$142,064.00

Recommended Vendor(s):

O'Donnell's Landscape Services, Inc. in the amount of \$71,916.00.

Sharron Mason

Sharron Mason
Sr. Buyer
Purchasing Division

February 28, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		March 28, 2011			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Dianna Wike x7549					
CAPTION					
Bid No. 2011-35-C, for Custodial Services - Various Locations, to OJS Systems, Inc., in the estimated annual amount of \$1,055,808, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11 into 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	1,532,445	615,888	2,148,333
Encumbered/Expended Amount		0	-726,162	0	-726,162
This Item		0	-439,920	-615,888	-1,055,808
BALANCE		0	366,363	0	366,363
FUND(s): GENERAL FUND					
<p>COMMENTS: Partial year funding for this item is included in the 2010-11 Facilities Services Budget. This item, in the total amount of \$1,055,808, spans fiscal years starting in 2010-11 for approximately 5 months, \$439,920, and goes into 2011-12 for the remaining 7 months, approximately \$615,888. The 2011-12 portion will be covered within approved budget appropriations. The current year remaining funds will be used for other maintenance agreements.</p> <p>STRATEGIC PLAN GOAL: Custodial service contracts relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Staff recommends bid of OJS Systems, Inc., in the estimated annual amount of \$1,055,808, be accepted as the lowest responsive, responsible bid, and conditioned upon timely execution of any necessary contract documents. This will establish an annual fixed price contract, with four (4) optional one year renewals, for Custodial Services - Various Locations.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memorandum					
Bid Recap					



Phil Dyer
Mayor

Lee Dunlap
Mayor Pro Tem

Pat Miner
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Lissa Smith
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Bruce D. Glasscock
City Manager

DATE: March 9, 2011

TO: Dianna Wike, Buyer Supervisor

FROM: Richard Medlen, Facilities Maintenance Superintendent *RM*

SUBJECT: Bid No. 2011-35-C Custodial Services Various Locations

I have reviewed the bids submitted for contracted custodial services for various City facility locations. The review and analysis results of the bid indicated that X-Press Janitorial Cleaning did not attend the required site visits therefore deemed nonresponsive to the specifications. Service Master Superior did not provide the required worksheets per bid specifications therefore the bid is deemed nonresponsive. Village Wolf Cleaning Service did not provide the required work history and experience per bid specifications therefore their bid is deemed nonresponsive.

It has been verified that the bid submitted by OJS System's Inc meets bid specifications for Green Seal Cleaning in the amount of \$1,055,808.00 therefore providing the lowest responsive, responsible bid and is recommended to be awarded the bid.

The amount bid is within the established budget of \$1,100,000 annually for contracted custodial services and funding is in cost center 353 account number 6312.

Please let me know if you have any questions.

/lcp

cc: Jim Razinha
Robert Newby
Elizabeth Dorrance

CITY OF PLANO

Bid NO. 2011-35-C CUSTODIAL SERVICES – VARIOUS LOCATIONS BID RECAP

Bid opening Date/Time: February 8, 2011 @ 3:00pm

Number of Vendors Notified: 1178

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 15

X-press Janitorial Cleaning	\$46,793.60
ServiceMaster Superior	\$924,625.80
Village Wolf Cleaning Service Inc	\$954,671.95
OJS Systems Inc.	\$1,055,808.00
Quest Facility Services Inc.	\$1,071,000.49
Americas Corporate Building Maintenance	\$1,080,906.00
UBM Enterprise Inc.	\$1,098,682.56
Federal Janitorial	\$1,105,573.40
International Building Service	\$1,128,812.00
Gylan Building Services Inc.	\$1,177,040.10
EagleBuild Maint CoInc.dbaServiceMaster	\$1,213,446.56
Oriental Building Services	\$1,246,089.00
Andrews Building Service Inc.	\$1,255,796.54
Nationwide Janitorial Corp.	\$1,465,145.04
Member's Building Maintenance LTD	\$1,596,221.25

Bids Evaluated Non-Responsive to Specifications: 6

- X-press Janitorial Cleaning did not attend the required site visit
- Service Master Superior did not provide the required worksheets
- Village Wolf Cleaning Service Inc. did not provide the required work history and experience.
- Quest Facility Services Inc. did not provide references for their current company. The company that they provided references for no longer exists.
- Americas Corporate Building Maintenance did not attend the required site visit
- Nationwide Janitorial Corporation did not attend the required site visit

Recommended Vendor(s):

OJS Systems, Inc. \$1,055,808.00

Dianna Wike

March 9, 2011

Dianna Wike, Buyer Supervisor

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/2011		
Department:		Public Works Administration / David Falls		
Department Head		Alan Upchurch		
Agenda Coordinator (include phone #): Kim McFarland (972-769-4109)				
CAPTION				
<i>Award of Bid No. 2011 - 74 - B, for the 2010 - 11 Brick Screening Wall Panel Replacement, Project No. 6112, to Tracon Ventures, LTD. in the amount of \$248,700 and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	258,581	755,419	350,000	1,364,000
Encumbered/Expended Amount	-258,581	-469	0	-259,050
This Item	0	-248,700	0	-248,700
BALANCE	0	506,250	350,000	856,250
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Funds are included in the 2010-11 Capital Reserve Fund. This item, in the amount of \$248,700, will leave a current year balance of \$506,250 for the Screening Wall Reconstruction project.</p> <p>STRATEGIC PLAN GOAL: Screening wall panel replacement relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid from Tracon Ventures, LTD. for the 2010-11 Brick Screening Wall Panel Replacement, Project No. 6112, in the amount of \$248,700 is accepted as the lowest responsible bidder for the project conditioned upon timely execution of all necessary documents.</p> <p>This project involves the replacement of brick thin wall screening wall panels at various locations throughout the City.</p> <p>The secondary vendor being recommended is Turnkey Construction in the amount of \$301,350.</p> <p>Engineer's estimate for this project is \$300,000.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Tabulation				

CITY OF PLANO

BID NO. 2011-74-B

2010-11 Brick Screening Wall Panel Replacement, Project No. 6112

BID TABULATION

Bid opening Date/Time: February 9, 2011 @ 3:00PM

Number of Bids Submitted: **3**

<u>COMPANY NAME</u>	<u>Total Bid</u>	<u>Bid Bond Present</u>	<u>Acknowledge Addendum 1</u>
Tracon Ventures, LTD	\$ 248,700.00	Yes	Yes
Turnkey Construction	\$ 301,350.00	Yes	Yes
Ratliff Hardscape	\$ 333,040.00	Yes	Yes

Nancy Corwin

Nancy Corwin, Buyer

February 9, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/2011		
Department:		Public Works Administration / David Falls		
Department Head		Alan Upchurch		
Agenda Coordinator (include phone #): Kim McFarland (972-769-4109)				
CAPTION				
<i>Award of Bid No. 2011-80-B, for the 2010-11 Pavement Maintenance Phase I, Project No. 6110, to Jerusalem Corporation in the amount of \$383,443, and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	750,646	2,345,354	1,000,000	4,096,000
Encumbered/Expended Amount	-750,646	-356,976	0	-1,107,622
This Item	0	-383,443	0	-383,443
BALANCE	0	1,604,935	1,000,000	2,604,935
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2010-11 Capital Reserve Fund. This item, in the amount of \$383,443, will leave a current year balance of \$1,604,935 for the Pavement Maintenance project.				
STRATEGIC PLAN GOAL: Pavement repairs relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the bid from Jerusalem Corporation for the 2010-2011 Pavement Maintenance Project, in the amount of \$383,443, is accepted as the lowest responsible bidder for the project conditioned upon timely execution of all necessary documents.				
This project involves the repair of street, curb, sidewalk and barrier free ramps on Central Parkway, Republic Drive, Archerwood Street and Ozark Drive.				
The secondary vendor being recommended is Jim Bowman Construction Company in the amount of \$385,523.				
Engineer's estimate for this project is \$541,000.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Bid Tabulation Location Map				

CITY OF PLANO

BID NO. 2011-80-B
2010-11 Pavement Maintenance Phase I Project 6110
CORRECTED BID TABULATION

Bid opening Date/Time: February 11, 2011 @ 3:00PM

Number of Bids Submitted:

<u>COMPANY NAME</u>	<u>Total Bid</u>	<u>Bid Bond Present</u>	<u>Alternate 1</u>
Jerusalem Corp	\$383,442.85	Yes	\$383,442.85
Jim Bowman Construction Co. LP	\$385,522.75	Yes	\$385,522.75
Estrada Concrete Company	\$426,520.75	Yes	\$426,520.75
Ken-Do Contracting , LP	\$463,730.25	Yes	\$463,730.25
Santos Construction	\$498,692.50	Yes	\$498,692.50
Smith Contracting Inc	\$504,043.50	Yes	\$504,043.50
Ratliff Hardscape	\$529,747.32	Yes	\$529,747.32
Camino Construction, LP	\$529,483.50	Yes	\$529,483.50

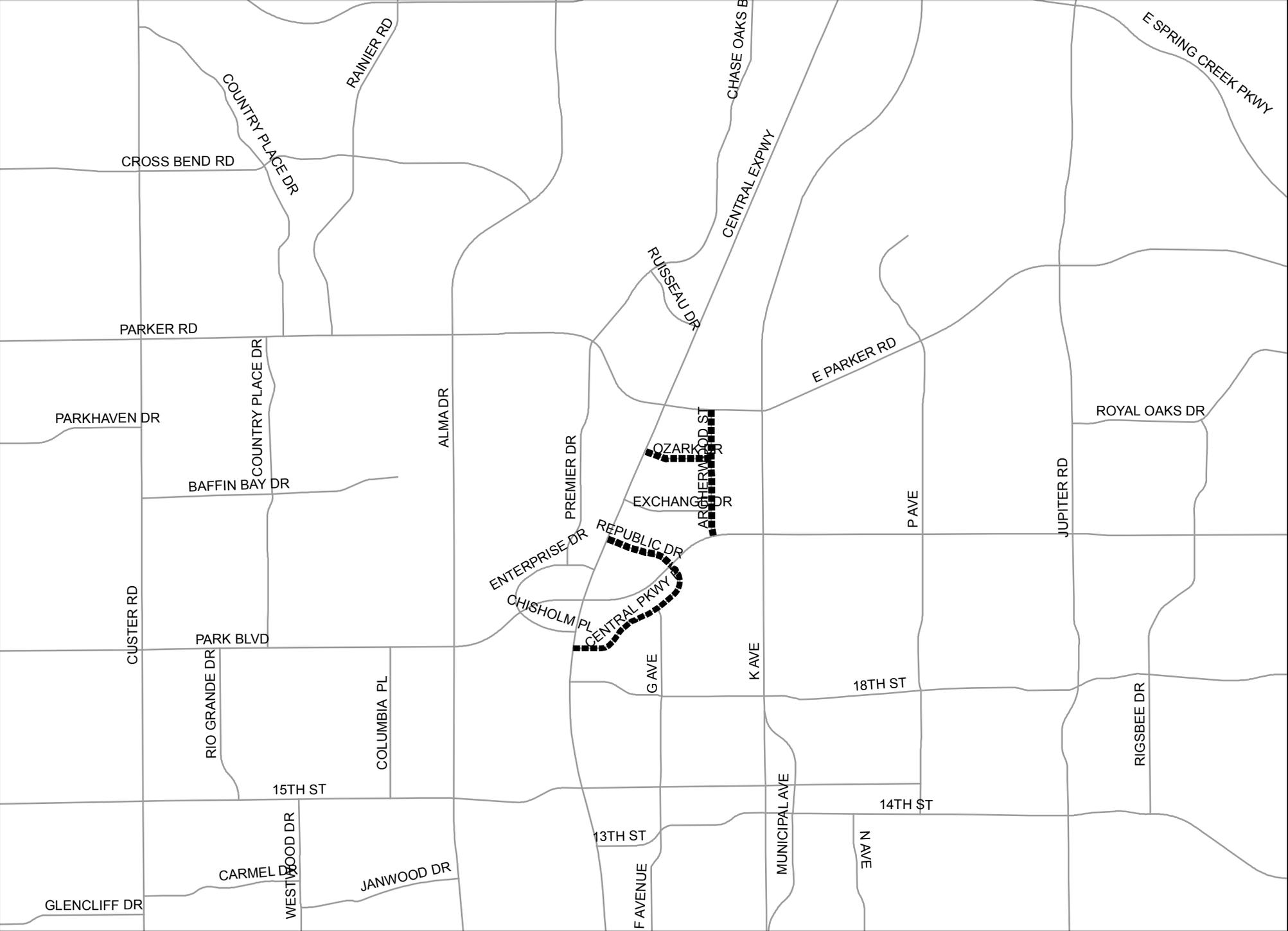
Nancy Corwin

February 11, 2011

Nancy Corwin, Buyer

Date

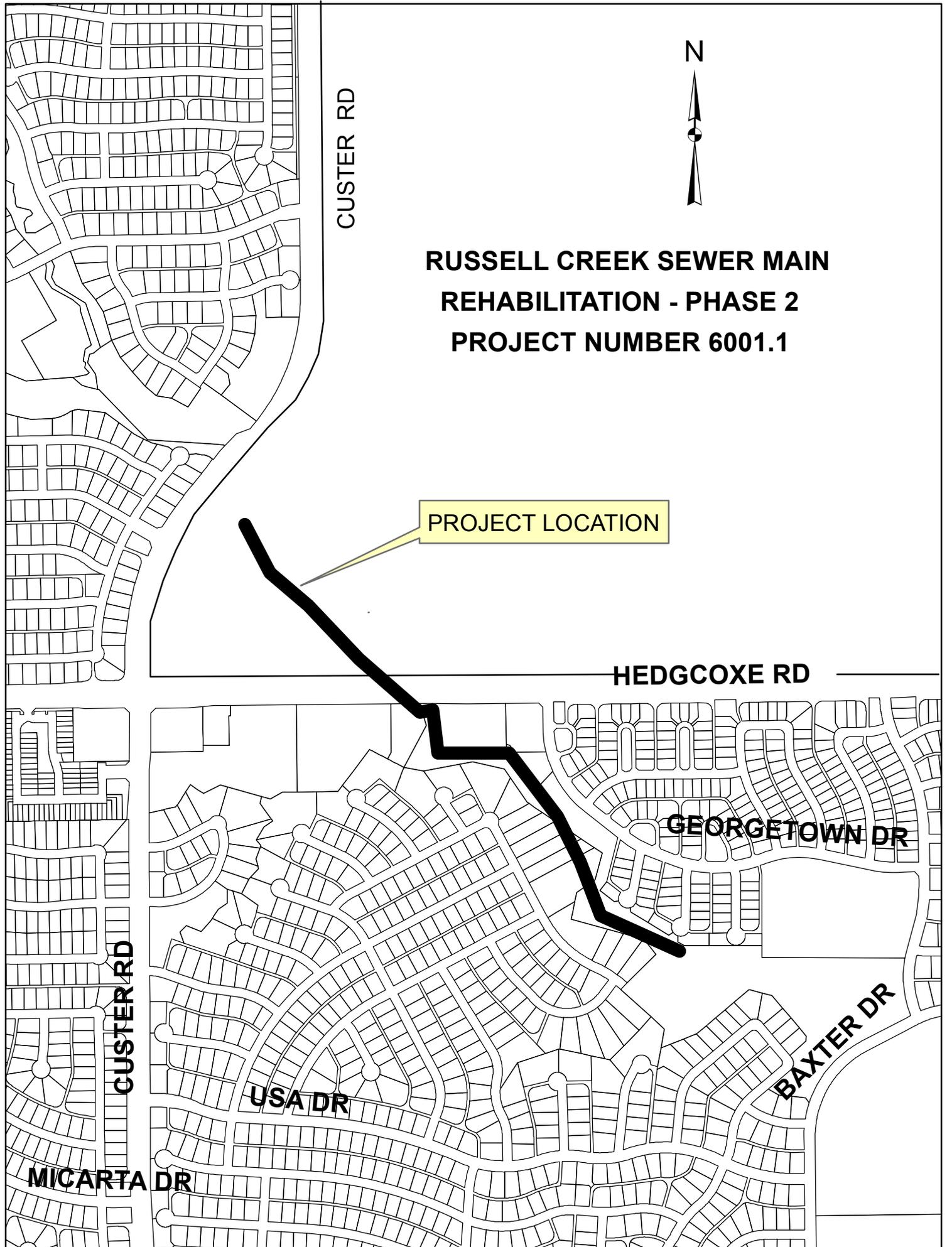
2010 - 2011 Pavement Maintenance Project Phase I Location Map





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/28/2011		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 6001.1
CAPTION				
Bid No. 2011-86-B for Russell Creek Sewer Main Rehabilitation Phase 2 to Insituform Technologies, Inc., in the amount of \$818,681 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,210	1,227,790	0	1,230,000
Encumbered/Expended Amount	-2,210	-1,282	0	-3,492
This Item	0	-818,681	0	-818,681
BALANCE	0 0	407,827	0	407,827
FUND(S): SEWER CIP				
<p>COMMENTS: Funds are included in the 2010-11 Sewer CIP. This item, in the amount of \$818,681, will leave a current year balance of \$407,827 for the Russell Creek Sewer Rehab, Phase II project.</p> <p>STRATEGIC PLAN GOAL: Sewer and manhole lining relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the bid of Insituform Technologies, Inc., in the amount of \$818,681.00, be accepted as the lowest responsible bid conditioned upon timely execution of any contract documents.</p> <p>The second vendor being recommended is Suncoast Infrastructure, Inc., in the amount of \$884,185.00.</p> <p>The engineer's estimate was \$1,130,000.00.</p> <p>The project consists of lining, by trenchless technology, 3,800 feet of 33 inch diameter sanitary sewer main and 145 vertical feet of manholes in the Russell Creek basin from east of Custer Road to south of Hedgcoxe Road.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map, Bid Summary			N/A	



**RUSSELL CREEK SEWER MAIN
REHABILITATION - PHASE 2
PROJECT NUMBER 6001.1**

PROJECT LOCATION

CUSTER RD

HEDGCOXE RD

GEORGETOWN DR

CUSTER RD

USA DR

BAXTER DR

MICARTA DR

CITY OF PLANO

Bid No. 2011-86-B
Russell Creek Sewer Main Rehabilitation Phase 2 –
Project 6001.1
Bid Recap

Bid opening Date/Time: March 3, 2011 @ 3:00 PM

Number of Vendors Notified: 1,358

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 5

BIDDER:	TOTAL BID
Insituform Technologies, Inc	\$ 818,681.00
Suncoast Infrastructure, Inc.	\$ 884,185.00
Repipe Construction, Ltd.	\$ 906,068.50
Reynolds Inliner, LLC	\$ 980,630.00
SAK Construction, LLC	\$ 2,197,750.00

Proposals Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Insituform Technologies, Inc,

Heather Parkerson

Heather Parkerson, Buyer

March 7, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/28/11		
Department:		Purchasing/Fleet		
Department Head		Diane Palmer-Boeck/Reid Choate		
Agenda Coordinator (include phone #): Earl Whitaker x7074				
CAPTION				
To approve the purchase of one (1) Alamo Interstater Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$51,024 from Alamo Sales Corporation through an existing contract/agreement with HGAC, and authorizing the City Manager to execute all necessary documents. (HGAC Contract #GRO-10)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	90,000	0	90,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-51,024	0	-51,024
BALANCE	0	38,976	0	38,976
FUND(S): EQUIPMENT REPLACEMENT FUND				
<p>COMMENTS: Funds are included in the FY 2010-11 adopted budget to purchase one (1) Alamo Interstater Mower with Rock and Trash Knives/complete with rear mower for Cost Center #648/Ground Maintenance 2. Remaining balance will be used for other equipment purchases.</p> <p>STRATEGIC PLAN GOAL: Providing one Alamo Interstater Mower for the Ground Maintenance Department relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase of one (1) Alamo Interstater Mower for Fleet Services to be utilized by Ground Maintenance in the amount of \$51,024 from Alamo Sales Corporation through an existing contract/agreement with HGAC. The City is authorized to purchase from a Local Cooperative Organization pursuant to Section 271 subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract #GRO-10 / City of Plano Internal Contract No. 2011-120-I)</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Award Memo			N/A	



MEMORANDUM

Date: February 28, 2011
To: Earl Whitaker
From: Reid Choate, Fleet Manager
Subject: Interstater Mower

It is the recommendation of Fleet Services to purchase one (1), Alamo Interstater Mower in the amount of \$51,024 from Alamo Sales Corp. through HGAC contract #GRO-10.

This purchase is for the scheduled replacements for 99101 in Cost Center 648/Ground Maintenance 2, , in the approved FY10-11 Equipment Replacement Fund.

Feel free to call me if you have any questions at extension 4182.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 28, 2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Dianna Wike x5512				
CAPTION				
To approve the purchase of Facilities Maintenance Building Roof Replacement in the amount of \$64,800 from R&B Roofing, LLC and U.S. Ply, Inc., through an existing contract/agreement with Texas Multiple Award Schedule (TXMAS) and authorizing the City Manager to execute all necessary documents. (TXMAS Contract Number 10-56030-1)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	2,450	81,550	0	84,000
Encumbered/Expended Amount	-2,450	0	0	-2,450
This Item	0	-64,800	0	-64,800
BALANCE	0	16,750	0	16,750
FUND(S): CAPITAL RESERVE				
<p>COMMENTS: Funds are included in the 2010-11 Capital Reserve. This item, in the amount of \$64,800, will leave a current year balance of \$16,750 for the Facilities Maintenance project.</p> <p>STRATEGIC PLAN GOAL: Roof replacement purchases relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends approval of the purchase of Facilities Maintenance Building Roof Replacement from R&B Roofing, LLC and U.S. Ply, Inc., in the amount of \$64,800, conditioned upon timely execution of any necessary contract documents. This is to replace existing roof that has deteriorated and is at the end of its useful life expectancy. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring Local governments to seek competitive sealed bids for items. (TXMAS Contract Number 10-56030-1).</p>				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



Phil Dyer
Mayor

Lee Dunlap
Mayor Pro Tem

Pat Miner
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Lissa Smith
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Bruce D. Glasscock
City Manager

TO: Dianne Wike, Buyer Supervisor

FROM: Richard Medlen
Facilities Maintenance Superintendent 

DATE: March 1, 2011

SUBJECT: **Facilities Maintenance Building Roof Replacement**

I am recommending award to R&B Roofing and U.S. Ply, Inc who provided the lowest quote meeting specifications to replace the existing roof that has deteriorated and is at the end of its useful life expectancy. Replacement is included in the 2010/2011 capital reserve fund program. The new roof will be a modified bitumen roof system with insulation to meet a R-19 value to meet new energy code requirements, and provide a manufacturers 20 year warranty.

A proposal was received from R&B Roofing LLC, utilizing TXMAS contract number 10-56030-1 for \$64,800, and a proposal was received from WTI utilizing TCPN contract number R4812 for \$66,054.70.

The funding for the project is in Capital Reserve Fund account 54472.

Please let me know if you have any questions.

/rmt

Cc: Bob Kolodziej
Steve Healy



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 28, 2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Glenna Hayes x 7539				
CAPTION				
To approve the purchase of WebEOC (an emergency incident management software) for the Department of Emergency Management in the amount of \$110,342 from Emergency Services Integrators through an existing contract with the the State of Texas Department of Information Resouces, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-822)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	78,712	31,630	110,342
Encumbered/Expended Amount	0	0	0	0
This Item	0	-78,712	-31,630	-110,342
BALANCE	0	0	0	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Funds are included in the FY 2010-11 adopted budget to purchase a WebEOC Incident Management Software System. The estimated annual amount to be spent in FY 2010-11 is \$78,712. The estimated future annual amount is \$31,630 for a two (2) year hosting and service agreement at \$15,815 per year which will be made within approved budget appropriations.</p> <p>STRATEGIC PLAN GOAL: Providing Incident Management Software for the Emergency Management Department relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>Staff recommends the purchase of WebEOC (an emergency incident management software) in the initial amount of \$78,712 (year one) and a two year hosting and service agreement (years 2 and 3) in the amount of \$15,815 per year for a total of \$110,342, from Emergency Services Integrators through an existing contract with the State of Texas Department of Information Resources contract #DIR-SDD-822. This purchase is made pursuant to Chapter 271, Section 271.102 of the Local Government Code that allows local governments to participate in a cooperative purchasing program. (City of Plano contract # 2011-127-1).</p>				
List of Supporting Documents: Memo			Other Departments, Boards, Commissions or Agencies	



DATE: March 14, 2011

TO: Glenna Hayes, Contract Specialist

CC: Diane Palmer-Boeck, Chief Purchasing Officer

FROM: S. Shane Stovall, Director

SUBJECT: Recommendation for Purchase of WebEOC Incident Management Software from Existing Contract

This memo is being written to recommend the purchase of WebEOC Incident Management software from an existing contract (cooperative agreement). This software is only offered on the Texas DIR agreement. This request is based on the fact that this will enhance the City of Plano's effectiveness in protecting the health and welfare of the citizens of Plano.

WebEOC is an incident management software that is going to be a mission critical tool for the protection of the health and welfare of the citizens of Plano following a large emergency or disaster. This software will provide resource tracking, information sharing, and other incident management features for those with emergency and disaster responsibilities. This incident management software can also be used for management of special events such as the 4th of July activities in Oak Point or the Balloon Festival.

Up until the end of February, 2011, the City of Plano will have used the E-Team incident management platform. However, the E-Team platform does not provide consistency with other local, regional, and state partners. The E-Team incident management system also does not communicate with the WebEOC software, which is used by the State of Texas and many major metropolitan areas in Texas. If the City of Plano were to continue to use E-Team, emergency operations staff from various departments would be forced to duplicate entries into the E-Team system and then a hybrid WebEOC system. Once the City of Plano comes on board with WebEOC, we will have needed connectivity to the State of Texas, along with other jurisdictional partners across the State of Texas. This allows for ease of information sharing and overall situational awareness. Collin County Emergency Managers have also agreed, as a group, to move from E-Team to the WebEOC incident management platform.

The total quoted cost of the project is \$78,712.25** for year one, and an on-going hosting and service agreement fee of \$15,815 per year for a total of \$110,342.25.

** Reflects Texas DIR pricing



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		3/28/11			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Glenna Hayes x 7539					
CAPTION					
To approve the purchase of office supplies for City departments in the estimated annual amount of \$240,000 from Office Depot Inc. through an existing contract with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager to execute all necessary documents. (TCPN #R5023)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11; 2011-12; 2012-13; 2013-14; and 2014-15	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): VARIOUS FUNDS					
<p>COMMENTS: Approval of this item will extend the City's ability to purchase office supplies with Office Depot Inc. The estimated annual amount of \$240,000, based on previous years expenditures for office supplies through Office Depot Inc., will be spent from budgeted funds across various departments within the City of Plano.</p> <p>STRATEGIC PLAN GOAL: Providing office supplies for various departments relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Staff recommends the purchase of office supplies from Office Depot Inc. in the estimated annual amount of \$240,000 through an existing contract with The Cooperative Purchasing Network (TCPN #R5023). This purchase is made pursuant to Chapter 271, Section 271.102 of the Local Government Code that allows local governments to participate in a cooperative purchasing program. (City of Plano contract # 2011-10-1).					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo					



Memo

To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Glenna Hayes, Contract Specialist
Date: March 16, 2011
Re: Office Supply Recommendation

Award recommendation: Office Depot Inc. through TCPN contract # R5023 for Office Supplies.

Process: A review of available cooperative options was conducted. Four (4) major office supply companies representing four (4) cooperative contracts were contacted with a request for information and pricing. The information requested covered a variety of issues:

- Request for contract and award documents; contract term
- Lead agency name and bid documents
- Pricing structures; who approves increases; how are increases processed
- Rebate programs
- Warehousing and delivery programs
- E-Commerce/Web site ordering
- Retail purchases

Co-operative Contract

TCPN R5023 (The Cooperative Purchasing Network)
TCPN R5023
NJPA 031210-SCC (National Joint Powers Alliance)
US Communities
National IPA (National Intergovernmental Purchasing Alliance)

Vendor

Office Depot
Office Max
Staples
Independent Stationers
Office Depot

Information was reviewed and compared against the current Office Depot TCPN contract (utilizing item and pricing history for 3100 line items for the 12 month period).

Upon final review, it is my recommendation that it is in the best interest of the City to continue utilizing Office Depot under the terms of the TCPN contract for the following reasons:

- Pricing is comparative, and considered fair and reasonable.
- On-line ordering is convenient and continuity is maintained for the end users
- Delivery remains uninterrupted
- A/P processing of invoices is fluid
- Contract allows for in-store purchases at the same contract price or better



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Bev Rogers ext. 7376				
CAPTION				
Approval of the purchase of fitness equipment for the Carpenter Park Recreation Center renovation in the amount of \$249,268 from Fitco Fitness Center Outfitters and Bodyworks Fitness Equipment through an existing contract with BuyBoard and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract 336-10).				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	297,257	6,039,743	0	6,337,000
Encumbered/Expended Amount	-297,257	-4,480,910	0	-4,778,167
This Item	0	-249,268	0	-249,268
BALANCE	0	1,309,565	0	1,309,565
FUND(s): CARPENTER RECREATION CENTER CIP				
<p>COMMENTS: Funds are included in the 2010-11 Carpenter Recreation Center CIP. This item, in the amount of \$249,268, will leave a current year balance of \$1,309,565 for the Carpenter Recreation/Senior Center Expansion project.</p> <p>STRATEGIC PLAN GOAL: Fitness equipment for recreation centers relates to the City's Goal of Great Neighborhoods -1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This is a split award for fitness equipment for the Carpenter Park Recreation Center renovation in the amount of \$249,268 to the following companies: Fitco Fitness Center Outfitters \$196,954 and Bodyworks Fitness Equipment \$52,314. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring Local governments to seek competitive sealed bids for items. (Buyboard Contract 336-10).</p>				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	

Memo

To: Diane Palmer-Boeck, Chief Purchasing Officer
From: Cindy Olson, Recreation Supervisor
Date: 3/18/2011
Re: Recommendation to Purchase Fitness Equipment for Carpenter Park Fitness Equipment

The Recreation Department needs to purchase several pieces of cardio and strength equipment for the Carpenter Park Recreation Center renovation. In order to ensure that the equipment was consistent with our existing pieces, as well as the other recreation centers, we searched the cooperatives for Precor cardio equipment and Cybex strength equipment. The funds for this purchase are available through the department's CIP Fund (32-23406-8411).

After searching BuyBoard, TXMAS and TIPS we located four vendors that had Precor and/or Cybex listed. Of the four vendors contacted for a quote, two of them were unable to meet our needs. Marathon Fitness did not service our region and directed us toward Fitco Fitness Center Outfitters (one of the vendors we already contacted) and Fit Supply, LLC did not actually carry either Precor or Cybex although they were listed as dealers. Therefore, the two vendors that did respond offered the quotes listed below:

Fitco Fitness Center Outfitters: Precor only - \$196,954.00

Bodyworks Fitness Equipment: Cybex only - \$52,314.06

The Recreation Department would recommend purchasing the Precor equipment from Fitco Fitness Center Outfitters through BuyBoard contract 336-10 and the Cybex equipment from Bodyworks Fitness Equipment through BuyBoard contract 336-10 for a total amount of \$249,268.06. Please review and advise if we may proceed.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 28, 2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Glenna Hayes x 7539				
CAPTION				
To approve the purchase of Scott Self-Contained Breathing Apparatus (SCBA) equipment for the Fire Department in the amount of \$254,315 from Municipal Emergency Services through an existing contract with the City of Fort Worth and authorizing the City Manager to execute all necessary documents. (City of Fort Worth contract # 07-0191)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	257,316	0	257,316
Encumbered/Expended Amount	0	0	0	0
This Item	0	-254,315	0	-254,315
BALANCE	0	3,001	0	3,001
FUND(s): FIRE EQUIPMENT REPLACEMENT FUND (071.903)				
COMMENTS: Funds are included in the FY 2010-11 adopted budget for the replacement purchase of sixty (60) SCBA units. Remaining funds will be used for other equipment purchases. STRATEGIC PLAN GOAL: Replacement of the air supply equipment for firefighters relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the purchase of Scott Self-Contained Breathing Apparatus (SCBA) equipment in the amount of \$254,315.40 from Municipal Emergency Services through an existing contract with the City of Fort Worth and authorizing the City Manager to execute all necessary documents. This purchase is made pursuant to Chapter 271, Section 271.102 of the Local Government Code that allows local governments to participate in a cooperative purchasing program. (City of Fort Worth contract # 07-0191; City of Plano contract # 2010-92-I).				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo				



Memorandum

Date: March 15, 2011
To: Glenna Hayes, Contracts Specialist – Purchasing Division
From: Michael Malone, Lieutenant – FD SupportSvcs
Subject: Scott Health/Safety Inc. Air-Pak 75 SCBA

Pursuant to FY 10/11 Budget Supplement #903552003, The Plano Fire Department intends to purchase (60) Scott Health/Safety Inc. Air-Pak 75 Self SCBA units; fully funded ERF scheduled replacement procurement based on a 7-10 year life-cycle and established contract pricing.

Self Contained Breathing Apparatus provide dependable, easy breathing air supply for firefighters during emergency operations requiring Hazard Zone supplied air protection. The Air-Pak 75 SCBA model is Scott Health/Safety's' replacement for the older Air-Pak 50 SCBA. The Department's current inventories of Air-Pak 50s, originally purchased by the Department in 2000, have exceeded their sustainable life-cycles. This is the first of a scheduled two fiscal year ERF replacement process.

The City of Fort Worth has completed a competitive bid process and awarded an annual contract with renewals to Municipal Emergency Services as a 32% discount from manufacturer's suggest retail pricing. Previous purchases of Scott products have resulted in a 24% MSRP discount, and the utilization of City of Fort Worth contract will result in a cost avoidance of \$29,919.45.

Accordingly, the Department recommends to proceed by utilizing City of Fort Worth Contract #07-0191 (City of Plano Contract #2010-92-1) in the amount of \$254,315.40, pursuant to Chapter 271, Section 271.102 of the Local Government Code that allows local governments to participate in a cooperative purchasing program.

Respectfully submitted,

Michael Malone
Lieutenant – FD SupportSvcs

cc: Hugo Esparza, Fire Chief
Dan Thompson, Assistant Chief



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		3/28/11			
Department:		City Manager			
Department Head		Bruce Glasscock			
Agenda Coordinator (include phone #): Sydney Covey, ext 7437					
CAPTION					
To approve Professional Services Contract by and between City of Plano and CSL Marketing Group, LLC, for a term of one (1) year for the MP3 project Revenue Generation through Municipal Marketing. CSL Marketing Group will be seeking sponsorships for the program on behalf of the City for a \$72,000 annual retainer plus a not to exceed \$78,000 in concept and signage production fees and expenses.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11 & 2011-12	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	-75,000	-75,000	-75,000	-150,000
BALANCE	0	-75,000	-75,000	-75,000	-150,000
FUND(S): GENERAL FUND					
<p>COMMENTS: Funding for this item is not included in the approved FY 2010-11 Budget. There is a companion Supplemental Appropriation agenda item to appropriate the total necessary funding in the amount of \$150,000 to implement the Plano Star Program for the City of Plano. One half of the payment, in the amount of \$75,000 will be made this fiscal year and the remaining half of the payment, in the amount of \$75,000, will be made in FY 2011-12.</p> <p>STRATEGIC PLAN GOAL: Providing additional funding for the Plano Star Program relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.</p>					
SUMMARY OF ITEM					
CSL Marketing Group presented to Council on January 24, 2011 the Plano Star Program concept generated in conjunction with the MP3 Class of 2010, for revenue generation through sponsorships for the City. Council directed staff to bring an action item to begin implementing the Plano Star Program by seeking corporate sponsorships for various City programs and facilities.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Professional Services Contract					



**CITY OF PLANO
COUNCIL AGENDA ITEM**

<p>Scope of Services Insurance Certificate Affidavit of No Prohibited Interest</p>	

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND
CSL MARKETING GROUP, LLC**

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **CSL MARKETING GROUP, LLC**, a Texas limited liability company, hereinafter referred to as "Professional" to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of Professional to market sponsorship opportunities, hereinafter referred to as the "Project"; and

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

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

I. ENGAGEMENT

The City hereby agrees to retain Professional to perform professional services in connection with marketing of sponsorship opportunities and Professional agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. SCOPE OF SERVICES

The parties agree that Professional shall perform such services as are further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by the City, but said authorization must be made in writing.

III. SCHEDULE OF WORK-TERM OF CONTRACT

The term of this Contract shall be a period of twelve (12) months commencing upon the effective date hereof provided however, that the City shall have the right and option to extend the term hereof by two additional twelve (12) month periods by giving written notice to Contractor of City's election to extend the term hereof, such notice to be given not more than ninety (90) days prior to the expiration of the initial term.

Professional agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work until completion. If additional work

is requested by City beyond what is contained in the Scope of Services, the Schedule of Work may be extended by written agreement of the parties.

IV. COMPENSATION/EXPENSES

Upon issuing a notice to proceed, the City will pay Professional in accordance with Task 6: Compensation, of attached Exhibit "A".

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

V. INSURANCE

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

VI. INDEMNIFICATION

THE PROFESSIONAL AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY PROFESSIONAL'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE PROFESSIONAL, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE PROFESSIONAL IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE

SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

PROFESSIONAL AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF PROFESSIONAL'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. PROFESSIONAL SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF PROFESSIONAL FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND PROFESSIONAL SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VII. INDEPENDENT CONTRACTOR

Professional covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City; that it 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.

VIII. ASSIGNMENT AND SUBLETTING

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

IX. AUDITS AND RECORDS

Professional agrees that at any time during normal business hours and as often as City may deem necessary, Professional shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other

data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

X. PROHIBITED INTEREST

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

XI. CONTRACT TERMINATION

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

XII. OWNERSHIP OF DOCUMENTS

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

XIII. TRADE SECRETS

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

Similarly, the City agrees that the marketing materials and intellectual property created is intended solely for the use and benefit of Plano, Texas and any distribution to another destination marketing organization without the written consent of Professional is prohibited unless required by law or court order. The City will be responsible for its employees or agents complying with the provisions of this Agreement.

XIV. COMPLETE AGREEMENT

This Agreement, including the Exhibits lettered "A" through "C", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. MAILING OF NOTICES

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

**City of Plano, Texas
Human Resources Department
Attn: Sydney Covey, Compensation and Benefits Manager
P.O. Box 860358
Plano, TX 75086-0358**

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

**CSL Marketing Group, LLLC
Attn: Mr. Bill Rhoda
President
7200 Bishop Road, Suite 220
Plano, Texas 75024**

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

XVI. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

XVII. MISCELLANEOUS

A. Paragraph Headings:

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

B. Agreement Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

**CSL MARKETING GROUP, LLC, a Texas
limited liability company**

Date: _____

BY: _____
Bill Rhoda
President
7200 Bishop Road, Suite 220
Plano, Texas 75024

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 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 ____ day of _____, 20__ by **BILL RHODA**, President of **CSL MARKETING GROUP, LLC**, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20__, by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



February 7, 2011

Sydney Covey
Compensation and Benefits Manager
City of Plano

Dear Ms. Covey:

This letter sets forth our understanding of the terms and objectives of our agreement to assist the City of Plano "Client", with the marketing of sponsorship opportunities. This letter also provides the nature and limitations of the services we will provide and related compensation.

SERVICES

The City of Plano is seeking incremental revenue sources as a means of preserving and enhancing public service levels and public amenities. It is our understanding that, with respect to the results of this engagement, the City is seeking marketing expertise in generating revenue for public sector entities through the development of advertising, sponsorship and naming rights opportunities. The consultant will identify corporate sponsorship opportunities, new business categories and strategies that will generate additional revenue, goods and services to the City.

It is our belief that a program marketing the City's assets, if implemented, should produce new, ongoing revenue streams for the City in a manner that is consistent with the City of Plano Marketing Partnership Policy; federal, state and local laws applicable to the City of Plano, community standards and in accordance with City's mission and goals. In addition to the advertising and sponsorship opportunities the City currently provides, there are particular program areas where we believe the City could see opportunities to further tie tangible assets to a successful sponsorship program.

Municipal Marketing Partnership Program - Scope of Services

Task 1 Finalize Plano Star Program Brand Identity

In this task, CSLMG will put the new partnership program into action by developing all necessary marketing materials to solicit partnerships and sponsorship opportunities.

: 972-491-6900
 : 972-491-6903
 : bill@cslmg.com
 : www.cslmg.com

CSL Marketing Group
7200 Bishop Road, Suite 220
Plano, Texas 75024

CSLMG will further develop the preliminary brand identity for the "Plano Star Partners" program as previously identified in Plano Final Report and presented to Council on January 24, 2011. This identity will include brand DNA, logo development, color palette, tagline, and supporting imagery. Initial concepts will be presented, with selected concept being finalized per client input. The City will have final approval authority on the final design concept. Within 60 days of City approval of final design concept, CSLMG will deliver a final concept for the program based on the collaborative work efforts with the City.

CSLMG will customize the sales presentation for potential partners. The sales presentation will overview the partners program, review the selected brand identity, and present visual concepts for how the identity will integrate partner brands into existing assets. The presentation will also outline web, print collateral, and PR concepts to support the campaign. As with the design concepts for the program, the City will have final approval with regards to all of the collateral developed by CSLMG.

In this task we will develop the creative elements that will be used to help the City demonstrate its value proposition to potential sponsors and ultimately lead to incremental revenue generation. Marketing collateral includes, but is not limited to:

- pamphlets;
- brochures;
- fliers;
- marketing decks; and
- PowerPoint presentations.

City shall have final approval for all materials prior to the distribution to prospective sponsors. Once the City has provided approval regarding the baseline deck, CSLMG will be allowed to make non-substantive minor modifications to the decks without approval of the City. However, the City will have final approval over any offers provided to prospective sponsors. The final design and all documents associated with the Plano Star Program will remain the property of the City of Plano.

The program developed by CSLMG marketing the City's assets should be in conformance with the City of Plano Marketing Partnership Policy; federal, state and local laws applicable to the City of Plano, and approved by Plano City Council.

Task 2: Assist With Creation of Standard Contract Agreement

CSLMG will provide a sample standard contract Agreement(s) for the City to use for its sponsorship, marketing and or naming rights partnerships with sponsors. Having directed several corporate partnership marketing campaigns in conjunction with public entities, we are highly knowledgeable of the issues that need to be addressed in the creation of the City's standard contract agreement and will offer insight into the options for addressing such issues to protect the City of Plano's interests.

Task 3: Sales Execution: Contact Local, Regional and National Companies

CSLMG will target prospects, execute initial sales calls and perform all required follow-up to close. We will also (as necessary) strategically sequence the naming rights, sponsorship and advertising opportunities. Other components that will be developed as a part of the sales execution include but are not limited to the following:

- plan and coordinate sales functions including meetings, presentations, events and social functions designed to attract sales prospects and sell products;
- conduct regular sales meetings with the City;
- provide ongoing communication, milestone and prospective business reports to keep City officials informed of CSLMG's progress;

CSLMG agrees it will not target, initiate, negotiate or secure sponsorships for any other CSLMG clients for an exclusive 45 day period following the approval of signage concept design for the following companies.

1. Dr. Pepper/Snapple
2. JC Penney
3. Frito Lay
4. Pizza Hut

After the exclusive time period of 45 days, CSLMG will be allowed to solicit sponsorships on behalf of other clients for these agreed upon companies. We will meet with the City bi-weekly to discuss progress of the project. After 6 months we will discuss with the City the expected revenue commitments and/or possible modifications to the program.

Task 4: Present Contracts for City Approval

Upon the successful negotiation with a proposed sponsor, CSLMG will work with City staff to present and receive approval of the various sponsor agreements. We will constantly advise the City of current and future discussions with various sponsors. We would expect the City to participate in discussions with prospective sponsors to the extent the participation is beneficial to the process.

Task 5: Manage Advertising Placement, Artwork Mechanics and Production, and Sponsorship Relationships throughout Term of Agreement

Once final partners have been identified, CSLMG will work with the City to create final artwork for installation at the various locations, as well as artwork for web and print applications. CSLMG will work directly with production vendors to ensure integrity of established brand standards. The actual cost of the artwork and production of the signage is not included in this contract but would be billed separately based on a written agreement with the City and in conformance with bid laws and purchasing

requirements. To the extent possible, the actual signage cost will be included in the sponsorship agreement with the various companies.

**Fees cover strategic, design, and management services only.*

Production, printing, web development and all third-party costs must be estimated separately.

Task 6: Assist City Representatives With Monthly Invoicing to Sponsors

The various agreements with the sponsors will dictate the payment terms for the sponsor. We will ensure the various agreements provide the most advantageous terms for the City and help the City in developing the appropriate billing procedures. We would expect that the City would directly invoice the sponsors; however, the billing will be subject to the final agreement with the sponsors, the City and the possible funding of the signage costs.

COMPENSATION / TERM

CSLMG proposes the following compensation for its work on behalf of the Client with the marketing of sponsorship opportunities for the City:

- Monthly retainer of \$6,000 for the term of the agreement. (\$72,000 annually) The term will be for one (1) year and commence upon the date that both parties have signed the contract
- Concept production fee of \$25,000 (*Task 1*)
- Signage Production fee of \$45,000 (*Task 5*)
- Sales commission of 20 percent of gross annual revenue
- Sales commission of 10 percent for any renewals
- CSLMG shall be reimbursed for all pre-approved out-of-pocket expenses. No expenses will be reimbursed unless pre-approved in writing.

The commissions will be paid only after the Client has received their money from the Sponsor. As an example, if the Client receives 20 percent of year one revenue in 2011, CSLMG would only receive 20 percent of their calculated commission and would receive the balance once the Client receives the 80 percent balance.

The Company represents that the fees are consistent with industry standards for services provided.

A sale shall be deemed completed upon signature of the agreement or contract by the customer and the Client; provided, however, that CSLMG shall receive credit for any sales initiated during the term and concluded within 180 days after the expiration or termination of this Agreement.

Commissions to be paid to CSLMG for in-kind contributions will be negotiated on a case by case basis by written agreement between the parties.

Ms. Sydney Covey

February 7, 2011

Page | 5

EXHIBIT "A"

The Client hereby acknowledges and agrees that CSLMG is not guarantying any level of purchase of, or the receipt of payment for, any product marketed by CSLMG

* * * *

We look forward to working with you on this important project and helping the City of Plano achieve their goals.

Sincerely,

A handwritten signature in black ink that reads "Bill Rhoda". The signature is written in a cursive style with a long horizontal flourish at the end.

Bill Rhoda
CSL Marketing Group



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/28/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Sharron Mason x7247				
CAPTION				
To approve the Third Modification of the contract by and between the City of Plano and Columbia Medical Center of Plano Subsidiary, L.P. d/b/a Medical Center of Plano (Contract No. 2008-102-C) RFP for Wellness and Safety Program to reduce the contract amount from \$162,800 as provided in the Second Modification to \$64,244 for 2010-11 and \$24,000 per year from 2011-12 and 2012-13, and authorizing the City Manager or his authorized designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	100,556	277,600	378,156
BALANCE	0	100,556	277,600	378,156
FUND(S): HEALTH CLAIMS FUND				
<p>COMMENTS: This item, in the amount of -\$378,156 (-\$100,556 for 2010-11 and -\$138,800 for each fiscal year, 2011-12 & 2012-13), modifies and reduces the existing contract for the Wellness and Safety Program to Columbia Medical Center of Plano. The new annual contract amount is \$62,244 for 2010-11 and \$24,000 per year from 2011-12 and 2012-13.</p> <p>STRATEGIC PLAN GOAL: This modification to the contract for the wellness and safety program for the self-funded health plan relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Council awarded Contract No. 2008-102-C RFP for Wellness and Safety Program to Columbia Medical Center of Plano Subsidiary, L.P. dba Medical Center of Plano in the amount not to exceed \$170,000 on 07/28/08 for an initial term of two (2) years with three (3) City optional one (1) year renewals. The First Modification executed on 11/13/08 reduced the contract amount to \$165,225. Second modification will reflect a decrease from \$165,225 to \$162,800. This Third modification will reflect a new annual contract amount of \$62,244 for 2010-11 and \$24,000 per year from 2011-12 and 2012-13.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Third Modification of Contract No. 2008-102-C				

Memorandum

To: All City Employees

From: LaShon Ross, Deputy City Manager
Sydney Covey, Compensation & Benefits Manager

Date: 3/16/2011

Re: Wellness Testing Suspended - 2011

The Wellness Program mission has been to support and encourage employees and their families with efforts to achieve and maintain healthy and safe lifestyles by providing education, incentives, testing, activities, and promoting organizational wellness.

Because of the necessity to review our process and programs it is time to re-evaluate the methods by which we provide the core services of the Wellness Program. The Wellness Program as it is currently structured duplicates some of the benefits provided to employees and their dependents under the health plan. Specifically, there is duplication in benefit of the Wellness Testing (blood draw and analysis) that is covered 100% by the health plan for annual wellness physicals. The annual wellness physical provided under the health plan includes blood draws and any other tests the physician deems appropriate for you based upon your age and family history. It includes a thorough exam that may point to conditions that would not necessarily be detected merely through a blood analysis. The City encourages everyone to obtain their annual physical through your health care provider.

Therefore, Wellness Testing provided through the Wellness Program is being suspended. Any occupational related testing will be provided as required through your department. Flu shots will still be provided free of charge to employees during the fall months as has been provided in the past.

The City cares and its employees and their families and will continue to provide a total benefit, including wellness, that reflects the organization's goals and fiscal responsibility.

During the next several months, Human Resources will be conducting a study to develop a new Wellness Philosophy and structure a program that uses Wellness dollars in a way that does not duplicate services provided under the health plan, yet still benefits you and your dependents in meeting your wellness goals. Our goal will be to use wellness dollars for services/initiatives not already being provided through another benefit.

While we are assessing our needs, you can continue to find helpful Wellness Information and Tools at www.myuhc.com and through our EAP website at www.liveandworkwell.com.

A focus group will be seated to obtain employee needs and desires regarding a meaningful Wellness program that will be sustainable in the future. We seek to engage you in career, social, financial, physical and community well-being through a program in which you want to actively participate.

We appreciate your understanding and cooperation during our study. We also would appreciate hearing your ideas. Please feel free to share your thoughts and ideas regarding a wellness program with Tony Beasley, HR Research Analyst. Tony's email is tonyb@plano.gov or on ext. 7339.

THE STATE OF TEXAS § Third Modification of Contract
 § By and Between City of Plano and
 § Columbia Medical Center of Plano
 § Subsidiary, L.P. d/b/a Medical Center
COUNTY OF COLLIN § of Plano

THIS THIRD MODIFICATION OF PROFESSIONAL SERVICES AGREEMENT (hereinafter "Third Modification") is made and entered into on this the ____ day of _____, 2011, by and between **COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P., d/b/a MEDICAL CENTER OF PLANO**, a limited partnership (hereinafter "Professional") and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "CITY"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City and Professional entered into an Agreement on October 9, 2008 (hereinafter "Agreement") for a Wellness and Safety program (hereinafter "Services"); and

WHEREAS, City and Professional executed the First Modification on November 13, 2008; and.

WHEREAS, City and Professional executed the Second Modification on October 12, 2010; and.

WHEREAS, City and Contractor desire to further amend such Agreement in certain respects as set forth herein in this Third Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement, First Modification and Second Modification shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Third Modification, Second Modification, First Modification and the Agreement, priority of interpretation shall be in the following order: Third Modification, Second Modification, First Modification, and Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Page 3 of 6 of **Exhibit "B-1"**, Second Modification executed on October 12, 2010, is replaced with a new page 3 of 6 of **Exhibit "B-2"**

which is attached hereto and incorporated herein by reference modifying the Scope of Services.

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Page 5 of 6 of **Exhibit "B-1"**, Second Modification executed on October 12, 2010, is deleted from **Exhibit B-1**.

IN WITNESS WHEREOF, the parties enter into this Third Modification on the date first written above.

**COLUMBIA MEDICAL CENTER OF
PLANO SUBSIDIARY, L.P. d/b/a
MEDICAL CENTER OF PLANO**

Date: _____

BY: _____
Troy A. Villarreal, FACHE
President and Chief Executive
Officer
3901 West 15th Street
Plano, Texas 75075

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 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 ____ day of _____, 2011 by **TROY A. VILLARREAL**, FACHE, President and Chief Executive Officer of **COLUMBIA MEDICAL CENTER OF PLANO SUBSIDIARY, L.P, d/b/a MEDICAL CENTER OF PLANO**, a limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT B
WELLNESS AND SAFETY PROGRAM COST PROPOSAL WORKSHEET
PROPOSAL SCHEDULE FOR Medical Center of Plano

All Services to be included in the base bid shall be totaled under the base bid column. All other services shall be totaled under the Additional Services Column.

A. Immunizations/Injections

16	1200	Shot	Flu Shots	20.00	24,000.00	
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Total Base Bid for 2010

\$24,000.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/11		
Department:		Public Works & Engineering		
Department Head		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5925
CAPTION				
To approve and authorize Contract Modification No. 1 for the purchase of Engineering Design Services for Project No. 5925 – Preston Road Corridor in the amount of \$85,850, from Huitt-Zollars, Inc. This modification will provide for the addition of the intersection of Preston Road and Tennyson Parkway to the original contract.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	80,600	469,000	150,000	699,600
Encumbered/Expended Amount	-80,600	-368,035	0	-448,635
This Item	0	-85,850	0	-85,850
BALANCE	0	15,115	150,000	165,115
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2010-11 Street Improvement CIP. This item, in the amount of \$85,850, will leave a current year balance of \$15,115 for the Preston Road Corridor Improvements project. STRATEGIC PLAN GOAL: Corridor improvements relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This Contract Modification for \$85,850, is required for additional engineering design services necessary to add left turn lanes on Tennyson Parkway and a right turn lane at southbound Preston Road. The original contract amount was \$448,635.00. The Public Works & Engineering Department is seeking City Council approval of this first modification because the amount of the modification increase exceeds \$25,000.00. The revised contract amount is \$534,485.00.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Contract Modification		N/A		

CONTRACT MODIFICATION

PRESTON ROAD CORRIDOR IMPROVEMENTS PROJECT NO. 5925

PURCHASE ORDER NO. 103827 CIP NO. 37774

This shall serve as a First Modification to the Contract between the City of Plano, Texas (hereinafter "City") and Huitt-Zollars, Inc. (hereinafter "Consultant") dated June 1, 2010 for Professional Engineering Services for the referenced project (hereinafter "Project").

Services:

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

The addition of the intersection of Preston Road and Tennyson Parkway into the existing project to add additional left-turn lanes for eastbound and westbound traffic on Tennyson Parkway, create a dedicated right-turn lane for southbound traffic on Preston Road, and to modify the intersection to remove the existing offset for eastbound Tennyson Parkway through traffic at the intersection. This additional work will add an additional 65 plan sheets to the project, involve the following tasks, and additional costs to the project:

BASIC SERVICES

Design Surveying for right-of-way and topographic information – Additional costs to the contract of \$12,000.00.

Environmental Services – Additional costs to the contract of \$7,950.00.

Schematic Design – Additional costs to the contract of \$10,000.00.

Preliminary Design – Additional costs to the contract of \$28,000.00.

Final Design – Additional costs to the contract of \$17,000.00.

Construction Phase Services – Additional costs to the contract of \$1,000.00.

SPECIAL SERVICES

Subsurface Utility Engineering – Additional costs (2 trenches) to the contract of \$6,700.00. Unit rate was established in original contract.

Right-of-Way Map Preparation – Additional costs to the contract of \$1,600.00.

Right-of-Way and Easement Tracts – Additional costs (1 tract) to the contract of \$1,600.00. Unit rate was established in original contract.

Detailed descriptions of each task are included in the original Engineering Services Agreement.

Surveying will be completed within 3 weeks of 'Notice To Proceed'. Design Schematic work will be completed 3 weeks after surveying is completed. This work will be incorporated into the existing contract and completed with a revised overall project schedule based on an actual 'Notice To Proceed' for this additional work.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$85,850.00. Such payment shall be made in accordance with the payment terms specified in the Contract.

In the event of any conflict or inconsistency between the provisions set forth in this Modification and the Contract, this Modification shall govern and control. For and in consideration of the covenants, duties and obligations herein contained, the parties do mutually agree that except as provided above, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

Original Contract Amount	<u>\$ 448,635.00</u>
Contract Amount (Including Previous Modifications)	<u>\$ 448,635.00</u>
Amount, Modification No. 1	<u>\$ 85,850.00</u>
Revised Contract Amount	<u>\$ 534,485.00</u>
Total Percent Increase Including Previous	<u>19.14%</u>

CITY OF PLANO
OWNER

By: _____

(signature)

Print

Name: Bruce D. Glasscock

Print

Title: City Manager

Date: _____

HUITT-ZOLLARS, INC.
CONSULTANT

By: _____

(signature)

Print

Name: Robert J. McDermott, PE

Print

Title: Executive Vice President

Date: _____

3/8/11

APPROVED AS TO FORM:

By: _____

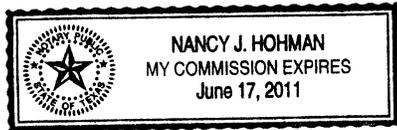
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 8th day of March, 2011, by **ROBERT J. MCDERMOTT, PE, EXECUTIVE VICE PRESIDENT of HUITT-ZOLLARS, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Nancy J. Hohman
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2011, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/2011		
Department:		Public Works / David Falls		
Department Head		Alan Upchurch		
Agenda Coordinator (include phone #): Kim McFarland - 972-769-4109				
CAPTION				
<i>To HMC Asphalt & Concrete Construction, Inc., increasing the contract by \$52,090 for the 2008-09 Sidewalk Construction, Project No. 5988, Change Order No. 1, Bid No. 2010-60-B, and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	215,260	621,740	250,000	1,087,000
Encumbered/Expended Amount	-215,260	-7,470	0	-222,730
This Item	0	-52,090	0	-52,090
BALANCE	0	562,180	250,000	812,180
FUND(S): CAPITAL RESERVE				
COMMENTS: Funds are included in the 2010-11 Capital Reserve Fund. This change order, in the amount of \$52,090, will leave a current year balance of \$562,180 for the Sidewalk Repairs project.				
STRATEGIC PLAN GOAL: Sidewalk replacement and repairs relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This change order is for additional driveway removal and replacement, sidewalk construction and removal and replacement of existing sidewalk to bring it into compliance with the requirements of the Texas Department of Licensing and Regulation. As the project progressed additional driveways needed to be rebuilt, additional existing sidewalk needed to be removed and replaced and new sidewalk was added to accommodate obstructions in the street right-of-way.				
Staff recommends approval of Change Order No. 1. The total Contract will be \$266,990, which is a 24.24% increase of the original contract amount of \$214,900.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order No. 1				

CHANGE ORDER NO. 1

**2008-2009 SIDEWALK CONSTRUCTION PROJECT
PROJECT NO. 5988
PURCHASE ORDER NO. 103795
CIP NO. 35 - 51128
BID NO. 2010 - 60 - B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **HMC ASPHALT & CONCRETE CONSTRUCTION** for the **2008 - 2009 SIDEWALK CONSTRUCTION PROJECT**, dated March 22, 2010.

B. DESCRIPTION OF CHANGE

The change order is for additional driveway removal and replacement, sidewalk construction and the removal and replacement of existing sidewalk to bring it into compliance with TDL&R requirements.

C. EFFECT OF CHANGE

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

<i>ITEM NO.</i>	<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
100	S/R/D of existing concrete alley/ driveway	150	291	SY	\$12.15	\$1,713.15
101	F/I 6" concrete alley/drive approach	150	291	SY	\$21.15	\$2,982.15
102	R/D/R Concrete Sidewalk	1,000	7,000	SF	\$3.00	\$18,000.00
103	F/I Concrete Sidewalk	45000	57000	SF	\$2.31	\$27,720.00
104	F/I Clean Backfill	200	500	CY	\$25.00	\$7,500.00
105	F/I Block Sod Grass	5000	3000	SY	\$3.40	-\$6,800.00
108	F/I Type A Barrier Free Ramp	8	9	Each	\$650.00	\$650.00
109	F/I Type D Barrier Free Ramp	50	70	Each	\$650.00	\$13,000.00
115	F/I TxDOT Sidewalk	5500	0	SF	\$2.60	-\$14,300.00
117	F/I Type 6 Retaining Walls/Sidewalk	40	50	CY	\$162.50	\$1,625.00
	TOTAL:					\$52,090.30

Original Contract Amount	\$	<u>214,900.00</u>
Contract Amount (Including Previous Change Orders)	\$	<u>214,900.00</u>
Amount, Change Order No. 1	\$	<u>52,090.30</u>
Revised Contract Amount	\$	<u>266,990.30</u>
Total Percent Increase Including Previous Change Orders		<u>24.24%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 25 day(s) to this project:

Original Contract Time	<u>100 working days</u>
Amount (Including Previous Change Orders)	<u>100 working days</u>
Amount, Change Order No. 1	<u>25 working days</u>
Revised Contract Time	<u>125 working days</u>
Total Percent Increase Including Previous Change Orders	<u>25.00%</u>

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **HMC ASPHALT & CONCRETE CONSTRUCTION, INC**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated March 22, 2010.

F. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

CHANGE ORDER NO. 1
2008-2009 Sidewalk Construction Project
Project No. 5988

OWNER: CITY OF PLANO

**CONTRACTOR: HMC ASPHALT &
CONCRETE CONSTRUCTION, INC.**

By: _____
(signature)

By:  _____
(signature)

Print
Name: Bruce D. Glasscock

Print
Name: Willie Hughes

Print
Title: City Manager

Print
Title: President

Date: _____

Date: 2-23-2011

APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 23rd day of February, 2011, by **WILLIE HUGHES, PRESIDENT** of **HMC ASPHALT & CONCRETE CONSTRUCTION, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Christine Rios
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, by **BRUCE D. GLASSCOCK , CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 28, 2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Dianna Wike x5512				
CAPTION				
To approve a 30-day contract extension with UBM Enterprise, Inc. for Custodial Services in the amount of \$92,330, to facilitate the transfer from UBM Enterprises to the newly recommended contractor, and authorizing the City Manager to execute any necessary documents. (Current contract number 2007-63-C)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,532,445	0	1,532,445
Encumbered/Expended Amount	0	-726,162	0	-726,162
This Item	0	-92,330	0	-92,330
BALANCE	0	713,953	0	713,953
FUND(s): GENERAL FUND				
<p>COMMENTS: Funds for this item are included in the 2010-11 Facilities Services Budget. This item, in the amount of \$92,330, extending the existing custodial contract for 30 days, will leave a current year balance of \$713,953 for other contractual professional services for maintenance agreements.</p> <p>STRATEGIC PLAN GOAL: Custodial service contracts relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
Staff recommends approval of a contract extension for a thirty (30) day period for the purchase of Custodial Services in the amount of \$92,330 from the existing Custodial Services provider, UBM Enterprise, Inc. through an existing contract with the City of Plano, to facilitate the transfer of Custodial Services to the new recommended contractor, OJS Systems, Inc.				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



Phil Dyer
Mayor

Lee Dunlap
Mayor Pro Tem

Pat Miner
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Lissa Smith
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Bruce D. Glasscock
City Manager

TO: Dianna Wike
Buyer Supervisor

FROM: Richard Medlen
Facilities Maintenance Superintendent

DATE: March 9, 2011

SUBJECT: Custodial Services Contract 2007-63-C

I am requesting a 30 day contract extension with UBM, Inc., the current contractor for custodial services in the amount of \$92,329.98. This is in order to facilitate the transfer of custodial services from the current contractor to the recommended new contractor OJS Systems, Inc.

Please contact me if you have any questions.

/rmt

Cc: Jim Razinha
Robert Newby
Elizabeth Dorrance



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/11		
Department:		City Manager		
Department Head		Bruce D. Glasscock		
Agenda Coordinator (include phone #): Cindy Pierce # 7121				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-2011	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): GENERAL FUND				
COMMENTS: Funding for this item is already included in the approved FY 2010-11 Budget. STRATEGIC PLAN GOAL: Approval of this item relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.

WHEREAS, the City Council has appointed Bruce D. Glasscock to serve as City Manager for the City of Plano; and

WHEREAS, the Council finds that the obligations and responsibilities of the City Manager's service shall be set forth in an agreement; a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions for Mr. Glasscock's service should be approved, and that the Mayor shall be authorized to execute it on behalf of the City of Plano.

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

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

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

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

DULY PASSED AND APPROVED this the 28th day of March, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Employment Agreement

This Agreement is made and entered into this ____ day of March 2011 by and between the City of Plano, a municipal corporation, (hereinafter called "Employer") and Bruce D. Glasscock (hereinafter called "Employee") an individual to set forth the obligations between the parties for the duties and benefits for Mr. Glasscock to serve as Plano City Manager and the parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to set forth the expectations and benefits to be provided the City Manager while he serves as the Plano City Manager, the parties agree that this Agreement does not alter the at will status of Bruce D. Glasscock as an employee of the City.

Section 2: Term

A. The initial term of this Agreement shall be from February 18, 2011 through February 17, 2014 unless it is terminated earlier by Employee or Employer under Section 8. In the event of early termination and Employee is eligible for severance under Section 9, the applicable severance provision shall be paid.

B. If the Employer elects to **not** renew the Agreement, it shall notify the Employee in writing not later than November 18, 2013 and the Agreement shall terminate on February 17, 2014. Upon expiration, neither party shall have any further obligations under the Agreement including but not limited to the employment of Employee as City Manager or payment of any benefits, including severance. Upon termination, the Employee shall only be entitled to the customary benefits that are provided to other employees on termination pursuant to city policies.

C. At the end of the initial term and if the Employer has **not** provided notice to terminate, the Agreement shall renew annually for one (1) year term(s). Thereafter, the Employer must notify Employee in writing of its election to **not** renew the Agreement no later than November 18th of each year the Agreement is in effect; otherwise the Agreement is extended for one additional year. Once the Employer elects to not renew, the Agreement is terminated on February 17th of the following year with no further obligations by either party including but not limited to the employment of Employee as City Manager or payment of any benefits, including the severance. Upon termination, the Employee shall only be entitled to the customary benefits that are provided to other employees on termination pursuant to city policies.

Section 3: Duties and Authority

Employer agrees to appoint Bruce D. Glasscock as City Manager to perform all customary and usual functions and duties of the position of City Manager including but not limited to those specified by state law, City Charter, and any applicable city ordinances, resolutions and policies.

Section 4: Compensation

Employer agrees to pay Employee an annual base salary of Two Hundred and Ten Thousand Dollars (\$210,000.00), payable in installments at the same time that the other employees of the Employer are paid.

This Agreement shall be automatically amended to reflect any salary adjustments that are provided by the Employer. Consideration shall be given on an annual basis to increase compensation.

Section 5: Automobile Allowance

In addition to the salary and benefits herein, the Employer agrees to pay to the Employee Six Thousand Dollars (\$6,000.00) per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

Section 6: Retirement

The Employer agrees to pay its share of contributions to Employee's Texas Retirement System and Retirement Savings Plan benefits for Employee in accordance with the provisions of those plans.

In addition to the plans referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] Section 457 deferred compensation plan for Employee's continued participation in said plan. Employer agrees to pay annually an amount equal to \$10,000.00 in equal proportionate amounts each pay period into said plan on Employee's behalf. Employee agrees he is solely responsible for insuring that as a result of the Employer's contribution, the total annual contribution by the Employer and the Employee does not exceed the maximum limits that may be contributed annually without incurring tax or other liability.

Section 7: General Business Expenses

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs organizations.

Section 8: Termination

This Agreement may be terminated by: a majority vote of the governing body at a duly authorized public meeting; or, by Employee giving ninety days notice of his resignation to Employer and Employer accepting such resignation at a duly authorized public meeting. The Employer may reduce the notice period upon agreement of the Employee.

Upon termination, the Employee shall also be compensated for accrued sick leave and vacation time in accordance with the limitations for such payments under City policy.

Section 9: Severance

A. Severance shall be paid only under the following events:

(1) In the event the Employee is terminated without cause by the Employer during his first year of appointment and Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay a severance payment equal to three months' salary excluding car allowance. This shall be paid in a lump sum within ten days following the effective date of termination. Employer shall also make a deferred compensation contribution for that period in an amount of Twenty Five Hundred Dollars (\$2500.00) to the ICMA-RC plan on Employee's behalf; or,

(2) If the Employee is terminated without cause at any time after the first year of his appointment, the Employer shall provide a severance payment equal to six months' salary at the current rate of pay, excluding car allowance, and Employer shall make a deferred compensation contribution of Five Thousand Dollars (\$5,000.00) to the ICMA-RC plan on Employee's behalf. The severance shall be paid in a lump sum within ten days of the effective date of the termination.

B. All lump sum payments will be net of any applicable and customary deductions for income tax, Medicare, etc.

C. If the Employee is terminated **for cause**, the Employer is not obligated to pay any severance under this section.

D. No severance is due if the Employer elects to not renew the Agreement at the end of the initial or any renewal under Section 2: Term B or C, or if the Employee resigns.

Section 10: Performance Evaluation

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

Section 11: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer and, to that end, Employee shall be allowed to establish an appropriate work schedule.

Section 12: Outside Activities

The employment provided for by this Agreement shall be the Employee's sole employment unless otherwise approved by the City Council.

Section 13: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 14: Other Terms and Conditions of Employment

The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee that are not inconsistent with this Agreement.

Section 15: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 2011.

ATTEST:

By: _____
Phil Dyer, MAYOR

ATTEST:

By: _____
Bruce D. Glasscock, CITY MANAGER



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 28, 2011		
Department:		Customer and Utility Services		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
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 December 14, 1998, 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 his authorized designee; 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:	2010-11 and forward	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	5,520	5,520	11,040
BALANCE	0	5,520	5,520	11,040
FUND(S): WATER & SEWER FUND				
COMMENTS: Approval of this item will result in \$5,520 of additional revenue per year for the Communication Facilities License Agreement between the City of Plano and AT&T Mobility. Revenues received will increase 3% per year on the anniversary date. Current annual revenues projected from this agreement (after this amendment is approved) are \$24,975.				
STRATEGIC PLAN GOAL: Communication Facilities License Agreements relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This Resolution amends an existing Communications Facilities License originally approved by City Council on December 14, 1998, modifying rental fees and updating equipment.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, amending a Communication Facilities License Agreement approved by Plano City Council on December 14, 1998, 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 his authorized designee; and providing an effective date.

WHEREAS, the City Council wishes to amend a communications facilities license originally approved on December 14, 1998, 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 his authorized designee 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 his authorized designee 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 28th day of March, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Cell Site No. DX1033/FA10003661
Market: North Texas
Address: 830 Lexington, Plano, Texas

FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

THIS FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE AGREEMENT (“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 New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to Southwestern Bell Wireless, Inc., having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as “Licensee”).

WHEREAS, Licensor and Licensee entered into a Communications Facilities License dated December 14, 1998, and Five-Year Renewal dated April 2, 2004, whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 830 Lexington, Plano, Texas ("Agreement"); and

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

WHEREAS, Licensee desires to alter and make improvements to the Property or Premises by replacing three (3) of their nine (9) antennas with LTE antennas, adding one (1) RRU and one (1) surge suppression box behind each LTE antenna; and running 200 linear feet of new fiber 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 a 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.** Appendix “B” Payment Terms and Conditions of the Agreement is hereby deleted in its entirety and replaced with the following:

Commencing upon full execution hereof, the Rental Fee shall be increased by Five Thousand Five Hundred Twenty and 00/100 Dollars (\$5,520.00) per annum so that the total

annual Rental Fee shall thereafter be in the amount of Twenty-Four Thousand Nine Hundred Seventy-Four and 55/100 Dollars (\$24,974.55). Such increase represents the compensation for the addition of the new fiber, new RRUs, and surge suppression boxes and is subject to future adjustments as provided in the Agreement.

Beginning on or before the anniversary date of the Effective Date of the Agreement, the Amendment shall be on the same terms and conditions as set forth in the Agreement except that Rental Fees shall be increased each year by three percent (3%) of the previous year's Rental Fee.

2. **Equipment.** Licensor consents to the installation of new fiber, new RRUs, and surge suppression boxes, all in a manner 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: New Cingular Wireless PCS, LLC (for certified mail)
Attn: Network Real Estate Administration
Re: Cell Site #1033; Cell Site Name: Parker/Alma; Fixed Asset #10003661
12555 Cingular Way
Alpharetta, GA 30004

New Cingular Wireless PCS, LLC (for overnight mail)
Attn: Network Real Estate Administration
Re: Cell Site #1033; Cell Site Name: Parker/Alma; Fixed Asset #10003661
12555 Cingular Way
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #1033; Cell Site Name: Parker/Alma; Fixed Asset #10003661
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 License.** 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 License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Use of Premises.** Section 7.01 is hereby modified to add the following:

5.1 **Notification Before Construction Begins.** Prior to commencing construction on any work within City rights of way, Company shall give twenty-four (24) hours advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623.

5.2 **Work Inside Fenced Area.** Motorized equipment is prohibited inside the fenced area at any work site under this Agreement unless twenty-four (24) hour notice has been given to use a crane or manlift. Company's personnel shall only perform job tasks by manual labor inside any fenced area at the work site .

5.3 **Back Fill Operations.** Prior to and upon completion of backfill operations, Company shall give twenty-four (24) hour advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623 for inspection of site. Work shall not commence until inspection is completed by City.

5.4 **Irrigation Repairs.** Irrigation repairs shall be completed by a State of Texas Licensed Irrigator.

5.5 **Engineering Fee.** Company shall reimburse the City of Plano for the required engineering consultant fee which is incurred upon company's submittal of plans for review to any equipment is replaced/installed on the City's infrastructure. Once the City of Plano submits the bill, Company shall have thirty (30) days to pay.

6. **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.

7. **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.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
PO Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

BY: _____
Diane C. Wetherbee, CITY ATTORNEY

Date: _____

By Authority of Resolution No. _____

New Cingular Wireless PCS, LLC,
a Delaware limited liability company,
by AT&T Mobility Corporation, its Manager

By: _____
Name: Greg Holloway
Title: Area Manager-RE&C NTX
Network Ops
Date: _____

LICENSOR 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 Bruce D. Glasscock 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 City Manager 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 _____, 2011.

Notary Public in and for the State of Texas

My Commission Expires _____

LICENSEE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Greg Holloway, Area Manager-RE&C NTX Network Ops of New Cingular Wireless PCS, 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 New Cingular Wireless PCS, 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 _____, 2011.

Notary Public in and for the State of Texas

My Commission Expires _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 28, 2011		
Department:		Customer and Utility Services		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, amending a Communication Facilities License Agreement approved by Plano City Council on December 14, 1998, and a First Amendment to Communications Facilities License approved by Plano City Council on March 12, 2009, 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 his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11 and forward	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	17,760	17,760	35,520
BALANCE	0	17,760	17,760	35,520
FUND(S): WATER & SEWER FUND				
<p>COMMENTS: Approval of this item will result in \$17,760 of additional revenue per year for the Communication Facilities License Agreement between the City of Plano and AT&T Mobility. Revenues received will increase 3% per year on the anniversary date. Current annual revenues projected from this agreement (after this amendment is approved) are \$45,607.</p> <p>STRATEGIC PLAN GOAL: Communication Facilities License Agreements relate to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This Resolution amends an existing Communications Facilities License originally approved by City Council on December 14, 1998, and a First Amendment to Communications Facilities License approved by City Council on March 12, 2009, modifying rental fees and updating equipment.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, amending a Communication Facilities License Agreement approved by Plano City Council on December 14, 1998, and a First Amendment to Communications Facilities License approved by Plano City Council on March 12, 2009, 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 his authorized designee; and providing an effective date.

WHEREAS, the City Council wishes to amend a communications facilities license originally approved on December 14, 1998, a First Amendment to Communications Facilities License approved on March 12, 2009, 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 his authorized designee 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 his authorized designee 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 28th day of March, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Cell Site No. DX1038/FA10003666
Market: North Texas
Address: 940 Stewart Avenue, Plano, Texas

SECOND AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

THIS SECOND AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE AGREEMENT (“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 New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to Southwestern Bell Wireless, Inc., having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as “Licensee”).

WHEREAS, Licensor and Licensee entered into a Communications Facilities License dated December 14, 1998, and into a First Amendment to Communications Facilities License on March 12, 2009, whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 940 Stewart Avenue, Plano, Texas ("Agreement"); and

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

WHEREAS, Licensee desires to alter and make improvements to the Property or Premises by adding three (3) LTE antennas, adding one (1) RRU and one (1) surge suppression box behind each LTE antenna; and running 200 linear feet of new fiber 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.** Appendix “B” Payment Terms and Conditions of the Agreement is hereby deleted in its entirety and replaced the following:

Commencing upon full execution hereof, the Rental Fee shall be increased by Seventeen Thousand Seven Hundred Sixty and 00/100 Dollars (\$17,760.00) per annum so that the total annual Rental Fee shall thereafter be in the amount of Forty-Five Thousand Six Hundred Seven

and 42/100 Dollars (\$45,607.42). Such increase represents the compensation for the addition of three new antennas, the new fiber, new RRUs, and surge suppression boxes and is subject to future adjustments as provided in the Agreement.

Beginning on or before the anniversary date of the Effective Date of the Agreement, the Amendment shall be on the same terms and conditions as set forth in the Agreement except that Rental Fees shall be increased each year by three percent (3%) of the previous year's Rental Fee.

2. **Equipment.** Licensor consents to the installation of new antennas, new fiber, new RRUs, and surge suppression boxes, all in a manner 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: New Cingular Wireless PCS, LLC (for certified mail)
Attn: Network Real Estate Administration
Re: Cell Site #1038; Cell Site Name: Hwy 190/Jupiter; Fixed Asset #10003666
12555 Cingular Way
Alpharetta, GA 30004

New Cingular Wireless PCS, LLC (for overnight mail)
Attn: Network Real Estate Administration
Re: Cell Site #1038; Cell Site Name: Hwy 190/Jupiter; Fixed Asset #. 10003666
12555 Cingular Way
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #1038; Cell Site Name: Hwy 190/Jupiter; Fixed Asset #. 10003666
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 License.** 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 License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Use of Premises.** Section 7.01 is hereby modified to add the following:

5.1 **Notification Before Construction Begins.** Prior to commencing construction on any work within City rights of way, Company shall give twenty-four (24) hours advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623.

5.2 **Work Inside Fenced Area.** Motorized equipment is prohibited inside the fenced area at any work site under this Agreement unless twenty-four (24) hour notice has been given to use a crane or manlift. Company's personnel shall only perform job tasks by manual labor inside any fenced area at the work site .

5.3 **Back Fill Operations.** Prior to and upon completion of backfill operations, Company shall give twenty-four (24) hour advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623 for inspection of site. Work shall not commence until inspection is completed by City.

5.4 **Irrigation Repairs.** Irrigation repairs shall be completed by a State of Texas Licensed Irrigator.

5.5 **Engineering Fee.** Company shall reimburse the City of Plano for the required engineering consultant fee which is incurred upon company's submittal of plans for review to any equipment is replaced/installed on the City's infrastructure. Once the City of Plano submits the bill, Company shall have thirty (30) days to pay.

6. **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.

7. **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.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
PO Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

BY: _____
Diane C. Wetherbee, CITY ATTORNEY

Date: _____

By Authority of Resolution No. _____

New Cingular Wireless PCS, LLC,
a Delaware limited liability company,
by AT&T Mobility Corporation, its Manager

By: _____
Name: Greg Holloway
Title: Area Manager-RE&C NTX
Network Ops
Date: _____

LICENSOR 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 Bruce D. Glasscock 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 City Manager 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 _____, 2011.

Notary Public in and for the State of Texas

My Commission Expires _____

LICENSEE ACKNOWLEDGEMENT

STATE OF TEXAS

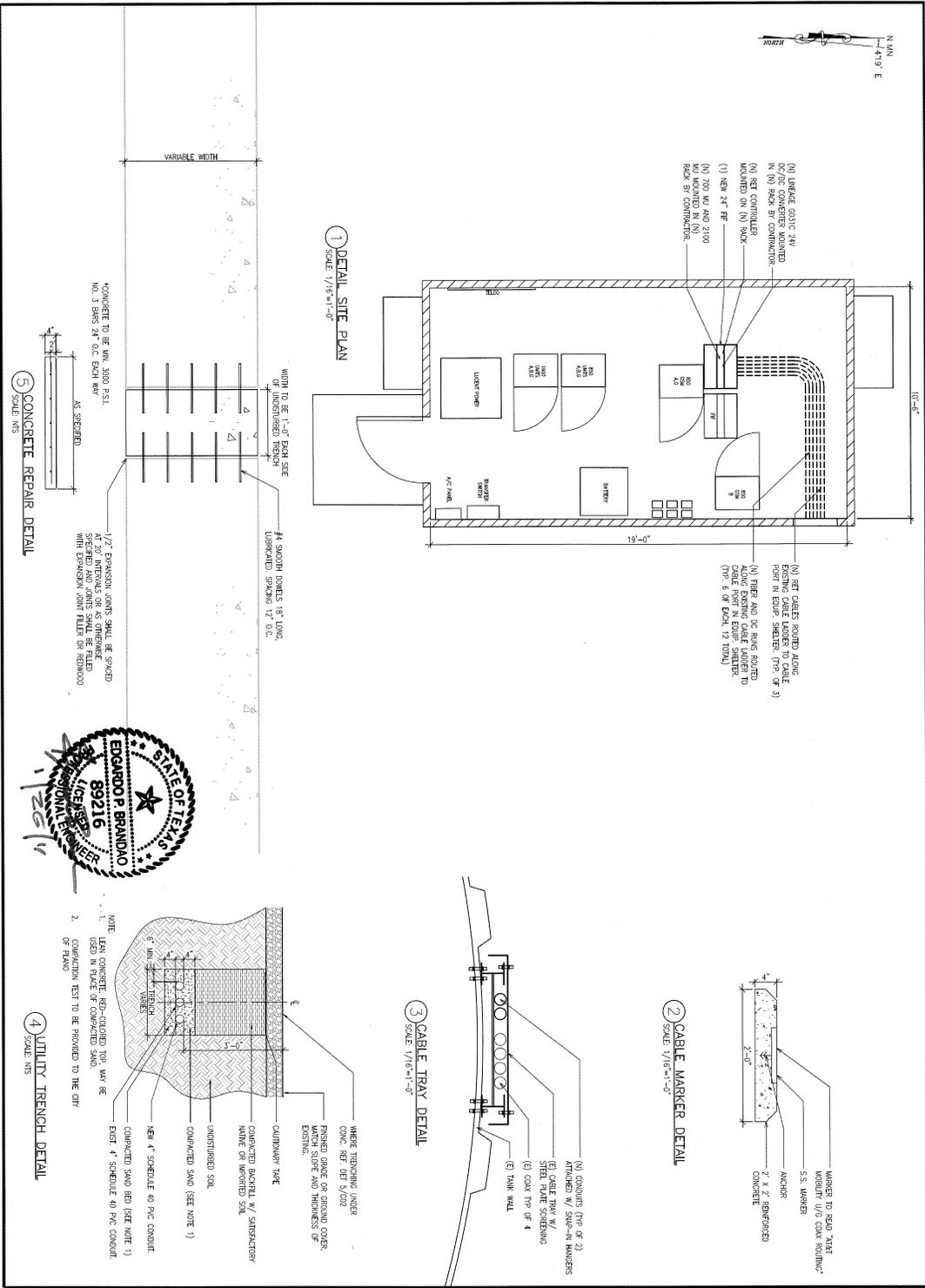
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Greg Holloway, Area Manager-RE&C NTX Network Ops of New Cingular Wireless PCS, 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 New Cingular Wireless PCS, 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 _____, 2011.

Notary Public in and for the State of Texas

My Commission Expires _____



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REVISIONS	DATE	
Δ	ISSUED FOR REVIEW	06/28/10
Δ	ISSUED FOR CONSTRUCTION	10/29/10
Δ	ISSUED FOR CONSTRUCTION	10/22/10
Δ	ISSUED FOR CONSTRUCTION	10/20/10
Δ	ISSUED FOR CONSTRUCTION	10/20/10
Δ	ISSUED FOR REVIEW	04/29/11
Δ	ISSUED FOR CONSTRUCTION	01/26/11

CLIENTS PROJECT NO. 09-1518

<p>at&t</p> <p>1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234</p>	<p>elery's</p> <p>175 U.S.P.</p> <p>2201 N. COMERS STREET DALLAS, TEXAS 75201 Office: 817.464.1700 Fax: 817.260.0995</p> <p>EPG Associates, Inc. Consulting Engineers 5501 EB Freeway Suite 235 Dallas, Texas 75240 (972) 239-5455 Registration No. 42993</p>	<p>SITE NAME PLANO WATER TOWER - SE INDUSTRIAL</p> <p>SITE NUMBER DX1038</p> <p>DATE 01/27/11</p> <p>SCALE AS SHOWN</p> <p>PROJECT NO. C02</p>	<p>REVISIONS</p> <p>DATE</p> <p>ISSUED FOR REVIEW 06/28/10</p> <p>ISSUED FOR CONSTRUCTION 10/29/10</p> <p>ISSUED FOR CONSTRUCTION 10/22/10</p> <p>ISSUED FOR CONSTRUCTION 10/20/10</p> <p>ISSUED FOR CONSTRUCTION 10/20/10</p> <p>ISSUED FOR REVIEW 04/29/11</p> <p>ISSUED FOR CONSTRUCTION 01/26/11</p>
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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 28, 2011		
Department:		Customer and Utility Services		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, amending a Communication Facilities License Agreement approved by Plano City Council on March 8, 2002, 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 his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11 and forward	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	8,805	17,610	26,415
BALANCE	0	8,805	17,610	26,415
FUND(S): WATER & SEWER FUND				
<p>COMMENTS: Approval of this item will result in \$8,805 of additional revenue for the remaining months of the current fiscal year, and \$17,610 of additional revenue per future fiscal year for the Communication Facilities License Agreement between the City of Plano and AT&T Mobility. Total future annual revenues projected from the agreement for DX2088 are \$44,227 (after approval of this amendment).</p> <p>STRATEGIC PLAN GOAL: Communication Facilities License Agreements relate to the City's Goal of Financially Strong City with Service Excellence</p>				
SUMMARY OF ITEM				
<p>This Resolution amends an existing Communications Facilities License originally approved by City Council on May 8, 2002, modifying rental fees and updating equipment.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, amending a Communication Facilities License Agreement approved by Plano City Council on March 8, 2002, 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 his authorized designee; and providing an effective date.

WHEREAS, the City Council wishes to amend a communications facilities license originally approved on March 8, 2002, 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 his authorized designee 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 his authorized designee 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 28th day of March, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Cell Site No. DX0288/FA10078106
Market: North Texas
Address: 3617 Sandy Trail, Plano, Texas

FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

THIS FIRST AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE AGREEMENT (“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 New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to Southwestern Bell Wireless, Inc., having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as “Licensee”).

WHEREAS, Licensor and Licensee entered into a Communications Facilities License dated March 8, 2002, whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at 3617 Sandy Trail, Plano, Texas ("Agreement"); and

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

WHEREAS, Licensee desires to alter and make improvements to the Property or Premises by adding (3) LTE antennas, adding one (1) RRU and one (1) surge suppression box behind each LTE antenna; and running 100 linear feet of new fiber 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 a 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 Payment. Section 5.1 Payment Terms and Conditions** of the Agreement is hereby deleted in its entirety and replaced the following:

Commencing upon full execution hereof, the Rental Fee shall be increased by One Thousand Four Hundred Sixty-Seven and 50/100 Dollars (\$1,467.50) per month so that the total monthly Rental Fee shall thereafter be in the amount of Three Thousand Six Hundred Eighty-Five and 61/100 Dollars (\$3,685.61) per month for a total of Forty-Four Thousand Two Hundred Twenty-Seven and 32/100 Dollars (\$44,227.32) annually. Such increase represents the

compensation for the addition of the three (3) new antennas, new fiber, new RRUs, and surge suppression boxes and is subject to future adjustments as provided in the Agreement.

2. **Equipment.** Licensor consents to the installation of new fiber, new RRUs, and surge suppression boxes, all in a manner in accordance with the site plan attached hereto as Exhibit “A” and incorporated herein by reference.

3. **Notice.** Section 20 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: New Cingular Wireless PCS, LLC (for certified mail)
Attn: Network Real Estate Administration
Re: Cell Site #0288; Cell Site Name: Spring Creek/Coit; Fixed Asset #10078106
12555 Cingular Way
Alpharetta, GA 30004

New Cingular Wireless PCS, LLC (for overnight mail)
Attn: Network Real Estate Administration
Re: Cell Site #0288; Cell Site Name: Spring Creek/Coit; Fixed Asset #10078106
12555 Cingular Way
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #0288; Cell Site Name: Spring Creek/Coit; Fixed Asset #10078106
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 License.** 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 License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Use of Premises.** Section 2.0 is hereby modified to add the following:

5.1 **Notification Before Construction Begins.** Prior to commencing construction on any work within City rights of way, Company shall give twenty-four (24) hours advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623.

5.2 **Work Inside Fenced Area.** Motorized equipment is prohibited inside the fenced area at any work site under this Agreement unless twenty-four (24) hour notice has been given to use a crane or manlift. Company's personnel shall only perform job tasks by manual labor inside any fenced area at the work site .

5.3 **Back Fill Operations.** Prior to and upon completion of backfill operations, Company shall give twenty-four (24) hour advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623 for inspection of site. Work shall not commence until inspection is completed by City.

5.4 **Irrigation Repairs.** Irrigation repairs shall be completed by a State of Texas Licensed Irrigator.

5.5 **Engineering Fee.** Company shall reimburse the City of Plano for the required engineering consultant fee which is incurred upon company's submittal of plans for review to any equipment is replaced/installed on the City's infrastructure. Once the City of Plano submits the bill, Company shall have thirty (30) days to pay.

6. **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.

7. **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.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
PO Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

BY: _____
Diane C. Wetherbee, CITY ATTORNEY

Date: _____

By Authority of Resolution No. _____

New Cingular Wireless PCS, LLC,
a Delaware limited liability company,
by AT&T Mobility Corporation, its Manager

By: _____
Name: Greg Holloway
Title: Area Manager-RE&C NTX
Network Ops
Date: _____

LICENSOR 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 Bruce D. Glasscock 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 City Manager 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 _____, 2011.

Notary Public in and for the State of Texas

My Commission Expires _____

LICENSEE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Greg Holloway, Area Manager-RE&C NTX Network Ops of New Cingular Wireless PCS, 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 New Cingular Wireless PCS, 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 _____, 2011.

Notary Public in and for the State of Texas

My Commission Expires _____



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		March 28, 2011			
Department:		Customer and Utility Services			
Department Head		Mark Israelson			
Agenda Coordinator (include phone #): Nancy Rodriguez X7510					
CAPTION					
<p>A Resolution of the City Council of the City of Plano, Texas, amending a Communication Facilities License Agreement approved by Plano City Council on October 6, 1999, and a First Amendment to Communications Facilities License approved by Plano City Council on September 11, 2008, 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 his authorized designee; and providing an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11 and forward	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	5,220	5,220	10,440
BALANCE		0	5,220	5,220	10,440
FUND(S): WATER & SEWER FUND					
<p>COMMENTS: Approval of this item will result in \$5,220 of additional revenue per year for the Communication Facilities License Agreement between the City of Plano and AT&T Mobility. Revenues received will increase 3% per year on the anniversary date. Current annual revenues projected from this agreement (after this amendment is approved) are \$28,782.</p> <p>STRATEGIC PLAN GOAL: Communication Facilities License Agreements relate to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
<p>This Resolution amends an existing Communications Facilities License originally approved by City Council on October 6, 1999, and a First Amendment to Communications Facilities License approved by City Council on September 11, 2008, modifying rental fees and updating equipment.</p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

A Resolution of the City Council of the City of Plano, Texas, amending a Communication Facilities License Agreement approved by Plano City Council on October 6, 1999, and a First Amendment to Communications Facilities License approved by Plano City Council on September 11, 2008, 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 his authorized designee; and providing an effective date.

WHEREAS, the City Council wishes to amend a communications facilities license originally approved on October 6, 1999, a First Amendment to Communications Facilities License approved on September 11, 2008, 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 his authorized designee 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 his authorized designee 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 28th day of March, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Cell Site No. DX1053/FA10003703
Market: North Texas
Address: California & Chinaberry, Plano, Texas

SECOND AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE

THIS SECOND AMENDMENT TO COMMUNICATIONS FACILITIES LICENSE AGREEMENT (“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 New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor to Southwestern Bell Wireless, Inc., having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 (hereinafter referred to as “Licensee”).

WHEREAS, Licensor and Licensee entered into a Communications Facilities License dated October 6, 1999, and into a Second Amendment to Communications Facilities License on September 11, 2008, whereby Licensor licensed to Licensee certain Premises, therein described, that are a portion of the Property located at California & Chinaberry, Plano, Texas (“Agreement”); and

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

WHEREAS, Licensee desires to alter and make improvements to the Property or Premises by replacing three (3) of their nine (9) antennas with LTE antennas, and adding one (1) RRU and one (1) surge suppression box behind each LTE antenna; 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.** Appendix “B” Payment Terms and Conditions of the Agreement is hereby deleted in its entirety and replaced with the following:

Commencing upon full execution hereof, the Rental Fee shall be increased by Five Thousand Two Hundred Twenty and 00/100 Dollars (\$5,220.00) per annum so that the total

annual Rental Fee shall thereafter be in the amount of Twenty-Eight Thousand Seven Hundred Eighty-Two and 05/100 Dollars (\$28,782.05). Such increase represents the compensation for the addition of the new RRUs and surge suppression boxes and is subject to future adjustments as provided in the Agreement.

Beginning on or before the anniversary date of the Effective Date of the Agreement, the Amendment shall be on the same terms and conditions as set forth in the Agreement except that Rental Fees shall be increased each year by three percent (3%) of the previous year's Rental Fee.

2. **Equipment.** Licensor consents to the installation of new RRUs and surge suppression boxes, all in a manner 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: New Cingular Wireless PCS, LLC (for certified mail)
Attn: Network Real Estate Administration
Re: Cell Site #1053; Cell Site Name: Spring Creek/Custer; Fixed Asset #10003703
12555 Cingular Way
Alpharetta, GA 30004

New Cingular Wireless PCS, LLC (for overnight mail)
Attn: Network Real Estate Administration
Re: Cell Site #1053; Cell Site Name: Spring Creek/Custer; Fixed Asset #10003703
12555 Cingular Way
Alpharetta, GA 30004

With a copy to: New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #1053; 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 License.** 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 License substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Use of Premises.** Section 7.01 is hereby modified to add the following:

5.1 **Notification Before Construction Begins.** Prior to commencing construction on any work within City rights of way, Company shall give twenty-four (24) hours advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623.

5.2 **Work Inside Fenced Area.** Motorized equipment is prohibited inside the fenced area at any work site under this Agreement unless twenty-four (24) hour advance notice has been given to use a crane or manlift. Company's personnel shall only perform job tasks by manual labor inside any fenced area at the work site .

5.3 **Back Fill Operations.** Prior to and upon completion of backfill operations, Company shall give twenty-four (24) hour advance notice to the City of Plano's Utility Operations Superintendent, Pumping Facilities, at 972-727-1623 for inspection of site. Work shall not commence until inspection is completed by City.

5.4 **Irrigation Repairs.** Irrigation repairs shall be completed by a State of Texas Licensed Irrigator.

5.5 **Engineering Fee.** Company shall reimburse the City of Plano for the required engineering consultant fee which is incurred upon company's submittal of plans for review to any equipment is replaced/installed on the City's infrastructure. Once the City of Plano submits the bill, Company shall have thirty (30) days to pay.

6. **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.

7. **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.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock
CITY MANAGER
1520 Avenue K
PO Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

BY: _____
Diane C. Wetherbee, CITY ATTORNEY

Date: _____

By Authority of Resolution No. _____

New Cingular Wireless PCS, LLC,
a Delaware limited liability company,
by AT&T Mobility Corporation, its Manager

By: _____
Name: Greg Holloway
Title: Area Manager-RE&C NTX
Network Ops
Date: _____

LICENSOR 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 Bruce D. Glasscock 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 City Manager 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 _____, 2011.

Notary Public in and for the State of Texas

My Commission Expires _____

LICENSEE ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Greg Holloway, Area Manager-RE&C NTX Network Ops of New Cingular Wireless PCS, 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 New Cingular Wireless PCS, 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.

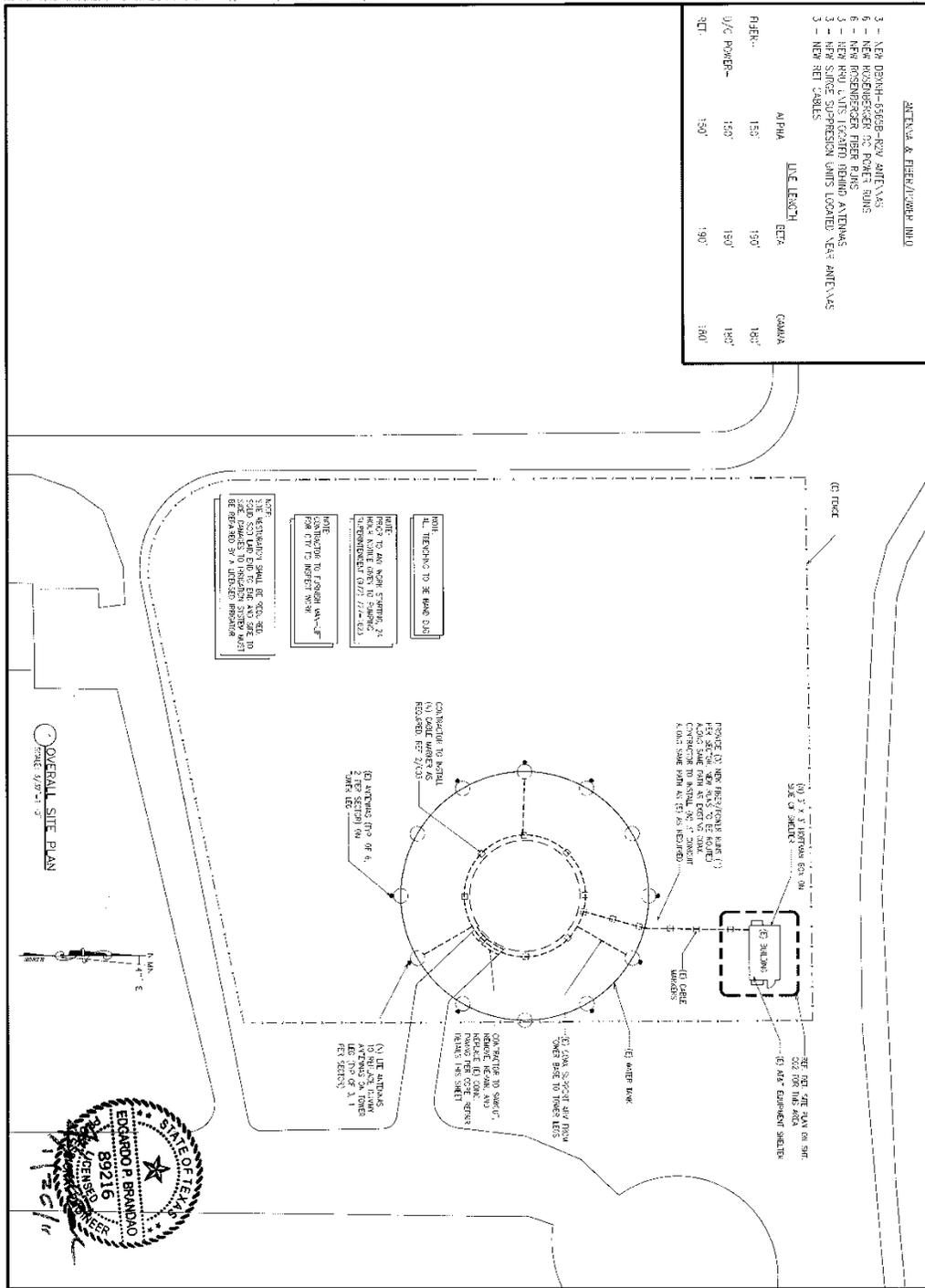
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2011.

Notary Public in and for the State of Texas

My Commission Expires _____

EXHIBIT "A"

File Info: K:\A141\UMPS\102570 - 0\DWG\ALTE\FORM\EXHIBIT03.dwg (3/26/04) Jun 26, 2011 11:59am ***



THIS DRAWING IS THE PROPERTY OF THE OWNER. IT IS TO BE USED SOLELY FOR THE USE OF THE PROJECT AND NOT BE REPRODUCED OR USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF THE OWNER.

<p>EDGARDO P. BRINDAO 89216 REGISTERED PROFESSIONAL ENGINEER STATE OF TEXAS 11/23/11</p>	<p>at&t 1801 VALLEY VIEW LANE FARMERS BRANCH, TX 75234</p>	<p>eler's 2201 N. COLLE ST. SUITE 105 DALLAS, TEXAS 75201 (972) 259-5495 REGISTRATION NO. 15923</p>	<p>ELER'S ASSOCIATES, INC. 5501 LBJ FRENCH BLVD. SUITE 225 DALLAS, TEXAS 75225 (972) 259-5495 REGISTRATION NO. 15923</p>	<p>PROJECT INFORMATION</p> <p>PROJECT NO.: 03-2270</p>
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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		March 28, 2011		
Department:		Customer and Utility Services		
Department Head		Mark Israelson		
Agenda Coordinator (include phone #): Nancy Rodriguez X7510				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the assignment of the Public Rights-of-Way Use Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the Agreement reflecting same.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Approving assignments and amendments to ROW use agreements relates to the City's Goal of Strong Local Economy.				
SUMMARY OF ITEM				
This Resolution approves the assignment and amendment of a right-of-way use agreement.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the assignment of the Public Rights-of-Way Use Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the Agreement reflecting same.

WHEREAS, the City Council has been presented a request by Nodenble Associates LLC to approve an assignment of the Public Rights-of-Way Use Agreement with the City to FSP One Legacy Circle LLC previously approved by Resolution No. 2006-7-6(R) and as further amended by Resolution No. 2006-8-14(R); and

WHEREAS, the City Council has also been presented a request to approve a 2nd Amendment of Public Right-of-Way Use Agreement by and between the City of Plano, Texas, Nodenble Associates, LLC, and FSP One Legacy Circle LLC reflecting same ; and

WHEREAS, the City Council finds that the assignment of the Agreement is in the best interest of the City due to the fact that FSP One Legacy Circle LLC is purchasing the real property at One Legacy Circle located at 7500 and 7640 Dallas North Tollway, Plano, Texas; and

WHEREAS, upon full review and consideration of the 2nd Amendment to the Agreement (Exhibit "A") 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, a Deputy City Manager, 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 assignment of the Public Rights-of-Way Use Agreement previously approved in Resolution No. 2006-7-6(R) and as further amended by Resolution No. 2006-8-14(R) from Nodenble Associates LLC to FSP One Legacy Circle LLC is hereby in all things approved.

Section II. The terms and conditions of the 2nd Amendment to the Public Rights-of-Way Use 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 III. The City Manager, or in his absence, a Deputy City Manager, is hereby authorized to execute the 2nd 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 2nd Amendment to the Agreement attached hereto.

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

DULY PASSED AND APPROVED this the 28th day of March, 2011.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § 2nd Amendment of Public Right-of-Way Use
§ Agreement by and between the City of
COUNTY OF COLLIN § Plano, Texas and TCDFW Acquisitions, L.P.

This Second Amendment of Public Right-of-Way Use Agreement (“2nd Amendment”) is made and entered into on this the _____ day of _____, 2011, by and between **NODENBLE ASSOCIATES LLC**, a Texas Limited Partnership (“Company”), and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (“City”), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City Council approved a Public Right-of-Way Use Agreement by Resolution 2006-7-6(R) (attached as Exhibit “A”) between the City and TCDFW and as further amended by Resolution No. 2006-8-14(R) (attached as Exhibit “B”) (Exhibit “A” and “B: are hereafter collectively referred to as “Agreement”) providing for the installation and operation of a communication system, electrical system, and bank pneumatic transport system across Infinity Boulevard in three locations for a total of 192 linear feet; and

WHEREAS, TCDFW Acquisitions LP, assigned the Agreement to their affiliate Nodenble Associates LLC, on October 6, 2006, by notice letter to the City (attached as Exhibit “C”);

WHEREAS, Company requests that the City approve the assignment of the Agreement to FSP One Legacy Circle LLC, the Buyers of One Legacy Circle, 7500 and 7640 North Tollway, Plano, Texas; and

WHEREAS, the parties desire to further amend said Agreement in certain respects as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

Section 1. Pursuant to Section 11 of the Agreement, the City of Plano consents to Company’s request to assign the agreement to FSP One Legacy Circle LLC and the Agreement is amended as follows:

FSP One Legacy Circle LLC agrees to be fully bound by all the terms, conditions, rights and responsibilities previously required of TCDFW/Nodenble Associates LLC pursuant to the Agreement which accrue from and after the date of this 2nd Amendment, including any compensation that the City may charge under the Agreement for the public rights-of-way use, until the Agreement expires or is otherwise terminated. Any reference in the Agreement to TCDFW shall hereinafter be replaced by and refer to FSP One Legacy Circle LLC for the remainder of the term of the Agreement.

Section 2. Except as is explicitly amended hereby, the Agreement shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate the day and year first above written.

CITY OF PLANO, TEXAS, a home rule city and municipal corporation

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

NODENBLE ASSOCIATES, LLC,
a Delaware Limited Liability Company

By: **TCDFW INVESTMENT AND DEVELOPMENT INC.**, a Delaware Corporation, its sole managing member

By: _____

FSP ONE LEGACY CIRCLE LLC,
a Delaware limited liability company

By: _____
George J. Carter
PRESIDENT

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2011 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF DELAWARE §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2011 by _____, _____ of **TCDFW INVESTMENT AND DEVELOPMENT, INC.**, a Delaware Corporation, sole managing member of **NODENBLE ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of said corporation and limited partnership.

Notary Public, State of Delaware

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF MIDDLESEX §

This instrument was acknowledged before me on the ____ day of _____, 2011 by **GEORGE J. CARTER**, President of **FSP ONE LEGACY CIRCLE LLC**, a limited liability company, on behalf of said limited liability company.

Notary Public, State of Massachusetts

This Agreement is made this the 10th day of AUGUST, 2006, by and between the **City of Plano, Texas** ("City"), a Texas home rule municipal corporation, and **TCDFW Acquisitions, LP** a Texas **Limited Partnership** duly organized and existing under the laws of the State of Texas ("Company").

RECITALS:

WHEREAS, Company desires to locate, place, attach, install, operate and maintain, subject to the terms of this Public Right-of-Way Use Agreement, a communications system consisting of conduit and fiber, an electrical system and a bank pneumatic transport system, all of which will be located in a permanent concrete duct bank (hereinafter called "Structure") under Infinity Boulevard located in Plano, Collin County, Texas, as shown on the attached Exhibit "A," for the purpose of connecting its communications system between two facilities; and

WHEREAS, the City will allow Company to use the Public Rights-of-Way under the terms of this Agreement.

NOW, THEREFORE, the City and Company agree as follows:

1. **Definitions.**

Capitalized terms used in this Agreement and not otherwise defined within this Agreement shall have the following meanings:

- (a) *Affiliate* shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.
- (b) *Company* shall mean TCDFW Acquisitions, LP, a Texas limited partnership duly organized and existing under the laws of the State of Texas, only and shall not include any Affiliate or third party.
- (c) *City* shall mean the area within the corporate limits of the City of Plano, Texas, and the governing and administrative body thereof.
- (d) *Effective Date* shall mean the date of execution by the City.

- (e) *Person* shall mean an individual, corporation, a limited liability company, a general or limited partnership, a sole proprietorship, a joint venture, a business trust or any other form or business entity or association.
- (f) *Public Rights-of-Way* shall mean only those portions of the public rights-of-way and street crossings in the City identified in Exhibit "A" of this Agreement, which is attached hereto and hereby made a part of this Agreement for all purposes.
- (g) *Structure* shall mean Company's Infinity Boulevard systems consisting of a communications system, electrical system, and bank pneumatic transport system located under Infinity Boulevard in Plano, Collin County, Texas, and installed in a permanent concrete duct bank.

2. Grant of Rights.

2.1 General Use of Public Rights-of-Way. Subject to the terms and conditions set forth in this Agreement, the City Charter, and the ordinances of the City, the City hereby grants Company a non-exclusive license to locate, place, attach, install, operate and maintain its Structure in the Public Rights-of-Way, as defined in Section 1 hereof. Company hereby acknowledges and agrees that the location, attachment, installation, operation, maintenance, removal, reattachment, reinstallation, relocation and/or replacement of its Structure or any other structure or equipment constitutes an actual use of the Public Rights-of-Way, that the City has the right to manage and regulate the use of such Public Rights-of-Way, and that the City is entitled to recover reasonable compensation from Company on account of such use of the Public Rights-of-Way.

Both the City and Company ("Parties") hereby acknowledge and agree that this Agreement addresses only the use of the Public Rights-of-Way by Company to locate, place, attach, install, operate and maintain its Structure and does not grant Company or any Affiliate or contractor of the Company the use of the Public Rights-of-Way for any other reason. If Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company contends that Company, an Affiliate of Company, or any assignee, successor in interest or contractor of Company wishes to construct and/or install additional facilities in any of the City's public rights-of-way other than the Public Rights-of-Way defined in Section 1, Company shall first notify the City in writing and shall obtain a written permit or agreement for the use of the Public Rights-of-Way in that respect.

2.2 Scope. Any and all rights granted to Company under this Agreement, which shall be exercised at Company's sole cost and expense, shall be subject and subordinate to the prior and continuing right of City, its successors and assigns, to use any and all parts of the Public Rights-of-Way exclusively or concurrently with any other Person or Persons having the legal right to use such Public Rights-of-Way. In addition, any and all rights granted to Company under this Agreement shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and

claims of title of record that may affect the Public Rights-of-Way. Nothing in this Agreement shall be deemed to grant, convey, create, or vest in Company a real property interest in land, including, but not limited to, any fee, leasehold interest, or easement. Any work performed by or on behalf of Company shall be subject to the prior and customary review and regulation by the City. Company shall not allow any liens, including, but not limited to, mechanic's or materialman's liens, to be enforced against City's premises by reason of any such work.

2.3 Non-exclusive. This Agreement and all rights granted to Company herein are strictly non-exclusive. The City reserves the right to grant other and future agreements, consents and franchises for the use of public rights-of-way in the City, including the Public Rights-of-Way used by Company pursuant to this Agreement, to other Persons as the City deems appropriate. This Agreement does not establish any priority for the use of the Public Rights-of-Way by Company or by any present or future franchisees, users or other permit holders. In the event of any dispute as to the priority of use of the Public Rights-of-Way, the first priority shall be to the public generally, the second priority to the City in the performance of its various functions, and thereafter, as between franchisees, users and other permit holders, as determined by the City in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Texas.

2.4 Other Permits. This Agreement does not relieve Company of any obligation to obtain permits, licenses, and other approvals from the City necessary for the construction, repair, or maintenance of the Structure.

3. Term.

This License shall continue in force for a period of twenty-five (25) years from the Effective Date and may thereafter be renewed for such time and upon such terms as the parties may then agree. If any law or agency rule or regulation is adopted that affects the City's ability or right to manage the Public Rights-of-Way, Company agrees to meet with the City and to negotiate with diligence and in good faith an agreement or amendment to this Agreement that reasonably resolves the City's and Company's concerns regarding such law or agency rule or regulation.

4. Fees and Payments.

4.1 Public Right-of-Way Use Fee. On the Effective Date, Company shall pay the City as compensation for its use of the Public Rights-of-Way for the entire term of this Agreement, the sum of EIGHTY-TWO THOUSAND TWO HUNDRED DOLLARS (\$82,200.00), which represents an annual payment of (i) ONE DOLLAR AND FIFTY CENTS (\$1.50) per linear foot of the Public Rights-of-Way plus (ii) ONE THOUSAND DOLLARS (\$1,000.00) per public street crossing for a term of twenty-five (25) years. Company hereby acknowledges and agrees that the amount of this Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement.

4.2 Other Payments. In addition to the Right-of-Way Use Fees, Company shall pay the City all sums that may be due the City for property taxes, license fees, permit fees, or other taxes, charges or fees that the City may from time to time impose.

4.3 Interest. All sums due the City under this Agreement that are not paid when due shall bear interest at the rate of ten percent (10%) per annum, computed monthly.

4.4 Company acknowledges that it understands that this Agreement and the fee charged in Section 4.1 above relate only to the Public Rights-of-Way specifically identified in Exhibit "A." Additional portions of the public rights-of-way and/or street crossings shall require a new license and an additional fee.

5. Use of Public Rights-of-Way

5.1 Construction and Maintenance. In all matters relating to this Agreement, Company shall comply with the City of Plano Right-of-Way Management Ordinance, as adopted by Ordinance No. 2001-3-20 and as amended from time to time, and all other pertinent laws, rules, and regulations of the City and the State of Texas. Approval by City of this Agreement shall not constitute a warranty by City that Company's plans conform with federal, state and/or local codes and regulations applicable thereto. Company shall comply with all laws or ordinances of the City of Plano, including, but not limited to, those relating to building and excavation permits.

5.2 Work by Others; Alterations Required if Needed to Conform with Public Improvements. The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid sanitary sewer, gas, water, electric, telephone and television cable and other pipelines or cables and conduits and to do and permit to be done any underground and overhead installation that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any of Company's Public Rights-of-Way and to change any curb or sidewalk or the grade of any street. In permitting such work to be done, the City shall not be liable to Company, except to the extent provided under the Texas Tort Claims Act. Nothing herein shall relieve any other person or corporation from any liability for damage to the facilities or the Structure.

5.3 Testing. Company shall cooperate with City in making any test or tests it requires of any installation or condition that, in its reasonable judgment, may have adverse effects on any of the facilities of the City. All costs incurred by the test(s), or any corrections thereof, shall be borne by Company.

5.4 Location, Use or Purpose Changes. No change in the location, use or purpose of the Public Rights-of-Way shall be made by Company without City's written approval.

6. Miscellaneous Obligations of Company.

6.1 Removal of Structure. Upon the termination or expiration of this Agreement, Company's right to use Public Rights-of-Way under this Agreement shall cease and Company shall immediately discontinue use of the Structure. Within six (6) months following such termination or expiration and in accordance with directions from the City, Company shall remove the Structure, including, but not limited to, all supporting structures, poles, transmission and distribution Structures and other appurtenances, fixtures or property from the Public Rights-of-Way but excluding the concrete duct bank which Company shall not be required to remove. If Company has not removed all Structure facilities and equipment (excepting the concrete duct bank) from the Public Rights-of-Way within six (6) months following termination or expiration of this Agreement, the City may deem all of the Company's Structure facilities and equipment remaining in the Public Rights-of-Way abandoned and, at the City's sole but reasonable discretion, (i) take possession of and title to such property; and/or (ii) take any and all legal action necessary to compel Company to remove such property.

Within six (6) months following termination or expiration of this Agreement, Company shall also restore any property, public or private, that is disturbed or damaged by removal of the Structure. If Company has not restored all such property within this time, the City, at the City's sole but reasonable discretion, may perform or have performed any necessary restoration work, in which case Company shall, within 10 days following receipt of an itemized invoice, reimburse the City for any and all costs incurred in performing or having performed such restoration work.

7. Indemnification and Insurance.

7.1 Disclaimer of Liability. EXCEPT TO THE EXTENT PROVIDED BY THE TEXAS TORT CLAIMS ACT, THE CITY SHALL NOT AT ANY TIME BE LIABLE FOR ANY INJURY OR DAMAGE OCCURRING TO ANY PERSON OR PROPERTY FROM ANY CAUSE WHATSOEVER THAT ARISES OUT OF THE ATTACHEMENT, INSTALLATION, OPERATION, MAINTENANCE, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE OR THE CONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATION, CONDITION OR DISMANTLING OF THE STRUCTURE.

7.2 Indemnification. Company shall provide to the City the indemnification set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended. Company further releases and indemnifies the City from and against any and all liability, cost and expense, including attorney's fees for loss of or damage to the City's property and for injury to or death of Persons (including, but not limited to, the property and employees of each of the parties hereto) arising or resulting from a breach of this Agreement by Company, whether or not caused or contributed to by any act or omission, negligence or otherwise, of any employee or agent of City.

7.3 Assumption of Risk. COMPANY HEREBY UNDERTAKES AND ASSUMES, FOR AND ON BEHALF OF COMPANY, ITS OFFICERS, AGENTS, CONTRACTORS, SUBCONTRACTORS, AGENTS AND EMPLOYEES, ALL RISK OF DANGEROUS CONDITIONS, IF ANY, ON OR ABOUT ANY CITY-OWNED OR CITY-CONTROLLED PROPERTY OR FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE PUBLIC RIGHTS-OF-WAY. IN ADDITION, COMPANY HEREBY AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST AND FROM ANY CLAIM ASSERTED OR LIABILITY IMPOSED UPON THE CITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGES INCURRED OR ASSERTED BY COMPANY OR ANY OF ITS EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS, AND ARISING FROM THE ATTACHMENT, INSTALLATION, OPERATION, MAINTENANCE, CONDITION, REMOVAL, REATTACHMENT, REINSTALLATION, RELOCATION AND/OR REPLACEMENT OF THE STRUCTURE.

7.4 Insurance. Company shall comply with the insurance requirements set out in the City's Right-of-Way Management Ordinance, Ordinance No. 2001-3-20, as amended.

8. Termination. This Agreement shall terminate:

- A. at the end of the term provided for in Section 3 above;
- B. upon abandonment of the Public Rights-of-Way or discontinuance of use thereof by Company;
- C. upon failure of Company to correct any default under this Agreement after expiration of the applicable cure period as set out in Section 9 and 10 below.

9. Defaults.

The occurrence at any time during the term of this Agreement of one or more of the following events shall constitute an "Event of Default" under this Agreement:

9.1 Failure to Pay Right-of-Way Use Fees. An Event of Default shall occur if Company fails to pay any Right-of-Way Use Fee on or before the respective due date.

9.2 Breach. An Event of Default shall occur if Company materially breaches or violates any of the terms, covenants, representations, or warranties set forth in this Agreement or fails to perform any duty or obligation required by this Agreement.

9.3 Violations of the Law. An Event of Default shall occur if Company violates any existing or future federal, state or local laws or any existing or future ordinances, rules and regulations of the City; provided, however, that no Event of Default shall be deemed to occur or exist during the pendency of any legal action which the City or Company may initiate against the other under or in connection with such law, ordinance, rule or regulation.

10. Uncured Defaults and Remedies.

10.1 Notice of Default and Opportunity to Cure. If an Event of Default occurs, the City shall provide Company with written notice and shall give Company the opportunity to cure such Event of Default. For an Event of Default which can be cured by the immediate payment of money to the City, Company shall have thirty (30) calendar days from the date it receives written notice from the City to cure the Event of Default. For any other Event of Default, Company shall have sixty (60) calendar days from the date it receives written notice from the City to cure the Event of Default. If any Event of Default is not cured within the time period specified herein, such Event of Default shall, without further notice from the City, become an "Uncured Default" and the City immediately may exercise the remedies provided in Section 10.2.

10.2 Remedies for Uncured Defaults. Upon the occurrence of an Uncured Default, the City shall be entitled to exercise, at the same time or at different times, any of the following remedies, all of which shall be cumulative and without limitation to any other rights or remedies the City may have:

10.2.1 Termination of Agreement. Upon the occurrence of an Uncured Default, the City may terminate this Agreement immediately upon written notice to Company. Upon such termination, Company shall forfeit all rights granted to it under this Agreement, and, except as to Company's unperformed obligations and existing liabilities as of the date of termination, this Agreement shall automatically be deemed null and void and shall have not further force or effect. Company shall remain obligated to pay, and the City shall retain any, Right-of-Way Use Fees and any other payments due up to the date of termination. In this event, Company shall comply with the provisions of Section 6.1 of this Agreement. The City's right to terminate this Agreement under this Section does not and shall not be construed to constitute any limitation on the City's right to terminate this Agreement for other reasons as provided by and in accordance with this Agreement.

10.2.2. Legal Action Against Company. Upon the occurrence of an Uncured Default, the City may commence against Company an action at law for monetary damages or in equity for injunctive relief or specific performance of any of the provisions of this Agreement that, as a matter of equity, are specifically enforceable.

11. Assignment of Agreement.

The rights granted by this Agreement inure to the benefit of Company. Except to an Affiliate of the Company, Company shall not (i) assign, transfer, sell, or otherwise convey any of its rights, privileges, duties or interests as granted to Company by this Agreement; or (ii) lease to any Person or allow use by any Person other than Company all or any portion of its Structure unless (i) Company first notifies the City in writing; (ii) Company obtains the City's advance written consent, which consent shall not unreasonably be withheld; and (iii) such Person enters into a written agreement with the

City relating to that Person's use of the Public Rights-of-Way, including terms for any compensation that the City may charge for such use. In the event Company assigns or transfers the Agreement to an Affiliate of Company, Company shall provide City with written notice thereof.

12. Notices.

12.1 All notices that shall or may be given pursuant to this Agreement shall be in writing and delivered or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile transmission, if a hard copy of the same is followed by delivery through the U.S. mail or by overnight delivery service as just described, addressed as follows:

If to the City:

City of Plano
Attn: Intergovernmental Relations
P.O. Box 860358
1520 Avenue K, Suite 340
Plano, TX 75086-0358
Fax Number (972) 423-9587

With a copy to:

City of Plano
Attn: City Attorney
P.O. Box 860358
1520 Avenue K, Suite 340
Plano, TX 75086-0358
Fax Number (972) 424-0099

If to Company:

TCDFW Acquisitions, LP
Mark Allyn
Executive Vice President
2100 Ross Avenue, Suite 400
Dallas, TX 75201
Fax Number (214) 979-5600

12.2 Date of Notices; Changing Notice Address. Notices shall be deemed given three (3) days after deposit in the mail; or the next day in the case of facsimile, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

13. No Waiver.

The failure of the City to insist upon the performance of any term or provision of this Agreement or to exercise any rights that the City may have, either under this Agreement or the law, shall not constitute a waiver of the City's right to insist upon appropriate performance or to assert any such right on any future occasion.

14. Miscellaneous Provisions.

14.1 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.2 Severability of Provisions. If any one or more of the Provisions of this Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such Provision(s) shall be deemed severable from the remaining Provision(s) of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement.

14.3 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of Texas, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that venue for the trial of such action shall be vested exclusively in the state courts of Texas, County of Collin, or in the United States District Court for the Eastern District of Texas.

14.4 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold consent.

14.5 Waiver of Breach. The waiver by either party of any breach or violation of any Provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other Provision of this Agreement.

14.6 Representations and Warranties. Each of the parties to this Agreement represent and warrant that at the time of signing of this Agreement it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith.

14.7 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

EXHIBIT A
PAGE 9 OF 12 Page 9

14.8 No Third Party Beneficiaries. This Agreement is for the benefit of Company, any transferee or assignee in accordance with the provisions contained herein, and the City, and not for the benefit of any third party. No Provision of this Agreement shall be construed as creating any third party beneficiaries.

14.9 Force Majeure. City and Company shall not be required to perform any covenant or obligation in this Agreement, nor be liable to the other in damages, so long as the cause of such failure to perform, or delay in performance, is caused or prevented by an act of God or force majeure.

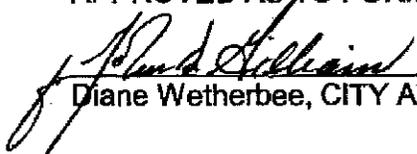
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate the day and year first above written.

LICENSOR:
CITY OF PLANO, TEXAS,
A Home Rule Municipal Corporation

By: 
Thomas H. Muehjenbeck
City Manager

By Authority of Resolution
No. 2006-7-6 (R)

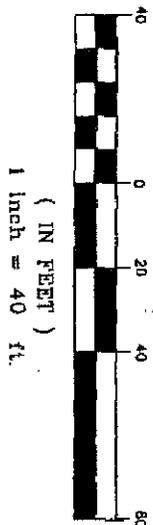
APPROVED AS TO FORM:


Diane Wetherbee, CITY ATTORNEY



STRUCTURES EXHIBIT

EXHIBIT "A"



GRAPHIC SCALE

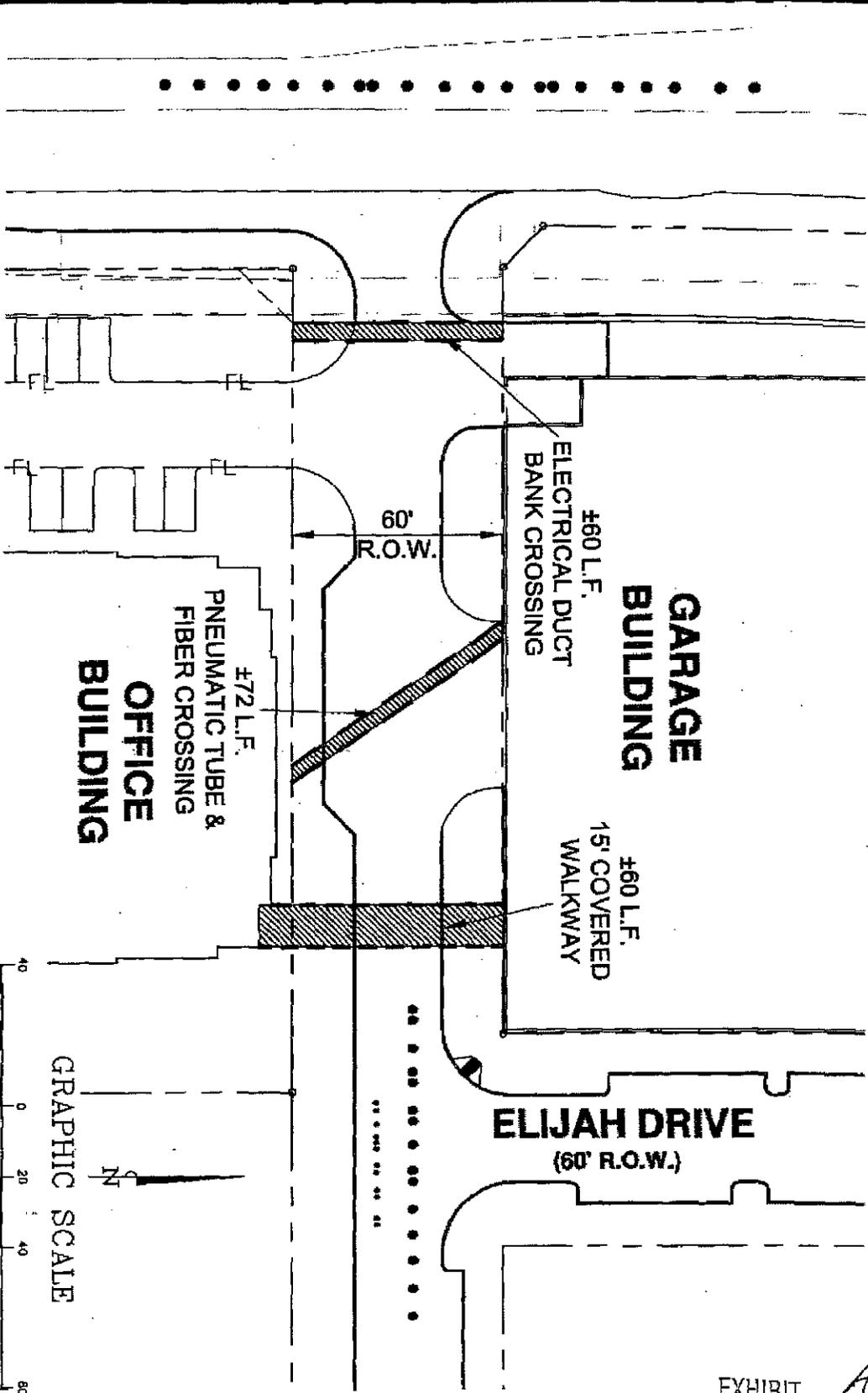


EXHIBIT A
PAGE 12 OF 12

THE STATE OF TEXAS § Amendment of Public Right-of-Way Use
 § Agreement by and between the City of
COUNTY OF COLLIN § Plano, Texas and TCDFW Acquisitions, L.P.

THIS Amendment of Public Right-of-Way Use Agreement ("Amendment") is made and entered into on this the 21ST day of SEPTEMBER, 2006, by and between TCDFW ACQUISITIONS, L.P, a Texas Limited Partnership ("TCDFW"), and the City of Plano, Texas, a home-rule municipal corporation ("City"), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, Resolution 2006-7-6(R) approved a public right-of-way use agreement ("Agreement") (attached as Exhibit "A") between the City and TCDFW providing for the installation and operation of a communication system, electrical system, and bank pneumatic transport system across Infinity Boulevard in three locations for a total of 192 linear feet; and

WHEREAS, the parties wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

Section 1. Paragraph 4. Fees and Payments is amended to read as follows:

"4.1 Public Right-of-Way Use Fee. Upon execution of this Agreement, Company shall pay the City as compensation for its use of the Public Rights-of-Way the initial annual sum of TWO THOUSAND TWO HUNDRED FIVE DOLLARS AND FIFTY CENTS (\$2,205.50), which represents a payment of (i) ONE DOLLAR AND FIFTY CENTS (\$1.50) per linear foot of the Public Rights-of-Way plus (ii) ONE THOUSAND DOLLARS (\$1,000.00) per public street crossing. On the anniversary date of this Agreement and for each year thereafter for the remainder of the term of this Agreement, Company shall pay City an annual amount equal to the previous year's sum as adjusted to reflect an increase by THREE PERCENT (3%) or the annual CPI-U (Dallas/Ft Worth) adjustment, whichever is greater. Company hereby acknowledges and agrees that the amount of this Public Right-of-Way Use Fee constitutes just and reasonable compensation to the City for Company's use of the Public Rights-of-Way as provided by this Agreement."

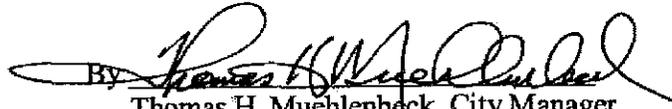
Section 2. Exhibit "A" to the Agreement is deleted in its entirety and replaced by Exhibit "B" to this Amendment.

Section 3. Except as is explicitly amended hereby, the Agreement shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms as amended by this Amendment.

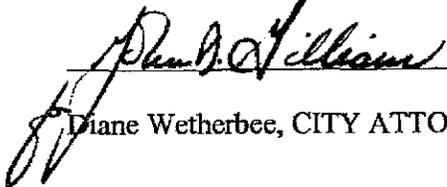
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate the day and year first above written.

LICENSOR:

CITY OF PLANO, TEXAS, a home rule city and municipal corporation

By: 
Thomas H. Muehlenbeck, City Manager

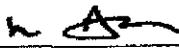
APPROVED AS TO FORM:


Diane Wetherbee, CITY ATTORNEY

LICENSEE:

TCDFW Acquisitions, L.P.,
A Texas Limited Partnership

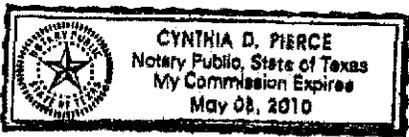
By: **TCDFW QUEST, INC.**, a Delaware Corporation, its General Partner

By: 
Mark C. Allyn
Executive Vice President

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

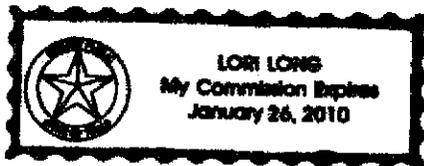
This instrument was acknowledged before me on the 21 day of September 2006 by THOMAS H. MUEHLENBECK, City Manager of the CITY OF PLANO, TEXAS, a home-rule municipal corporation, on behalf of said corporation.



Cynthia D. Pierce
Notary Public, State of Texas

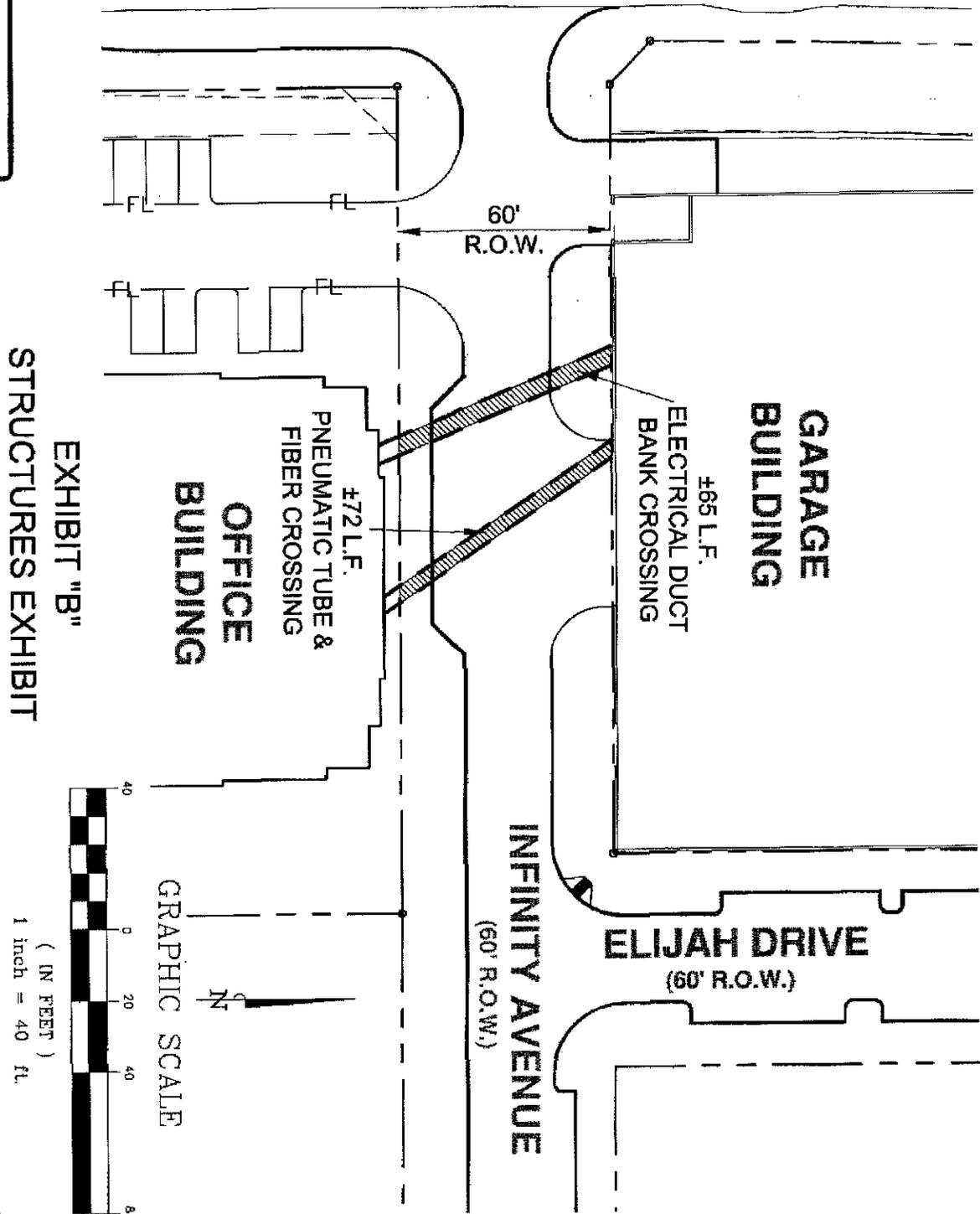
STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 19th day of Sept., 2006 by MARK C. ALLYN, Executive Vice President of TCDFW QUEST, INC., a Delaware Corporation, General Partner of TCDFW ACQUISITIONS, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.



Lori Long
Notary Public, State of Texas

DALLAS NORTH TOLLWAY



Vinson & Elkins

Dana Dews ddews@velaw.com
Tel 214.220.7764 Fax 214.999.7764

10-05-2006 RCVD

October 6, 2006

BY FEDERAL EXPRESS

City of Plano
Attn: Intergovernmental Relations
1520 Avenue K
Plano, TX 75086

Re: Public Right-of-Way Use Agreement ("Agreement") approved by Resolution 2006-7-6(R)

Ladies and Gentlemen:

Enclosed please find an original of the Assignment and Assumption Agreement between TCDFW Acquisitions, L.P. ("TCDFW") and Nodenble Associates, LLC. Pursuant to Section 11 of the Agreement, this letter will serve as the notice required of TCDFW upon the assignment of the Agreement to an affiliate.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Dana Dews, Paralegal

Enclosures

cc: City of Plano (via Federal Express)
Attn: City Attorney
1520 Avenue K, Suite 340
Plano, TX 75086

Denton Walker (via e-mail)
Dave Noble (via e-mail)
Paul Martin, Esq. (firm)

**ASSIGNMENT AND ASSUMPTION
AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") dated as of September __, 2006, is entered into by and between TCDFW ACQUISITIONS, L.P., a Texas limited partnership ("Assignor"), and NODENBLE ASSOCIATES, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor entered into that certain Public Right of Way Use Agreement dated August 10, 2006 (as amended by the Amendment to Public Right of Way Use Agreement dated September 21, 2006, the "Agreement"), with the City of Plano, for the use of property more particularly described in the Agreement.

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Agreement, and Assignee desires to accept the assignment thereof and assume Assignor's obligations thereunder.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment and Assumption. Assignor hereby transfers, assigns and conveys to Assignee all of Assignor's rights, interests, liabilities and obligations under the Agreement. Assignee hereby assumes all such rights, interests, liabilities and obligations, and joins in all representations, warranties, releases, and indemnities of Assignor under the Agreement. Assignee agrees fully and faithfully to pay, perform and discharge, as and when payment, performance and discharge are due, all of the obligations of Assignor under the Agreement arising after the date hereof.

2. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

ASSIGNOR:

TCDFW ACQUISITIONS, L.P., a Texas limited partnership

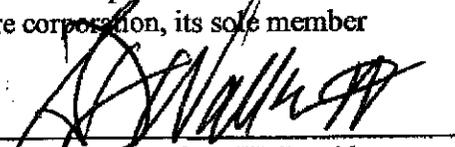
By: TCDFW Quest, Inc., a Delaware Corporation,
its General Partner

By: 
S. Denton Walker III, President

ASSIGNEE:

NODENBLE ASSOCIATES, LLC, a Delaware limited liability company

By: TCDFW Development and Investment, Inc., a Delaware corporation, its sole member

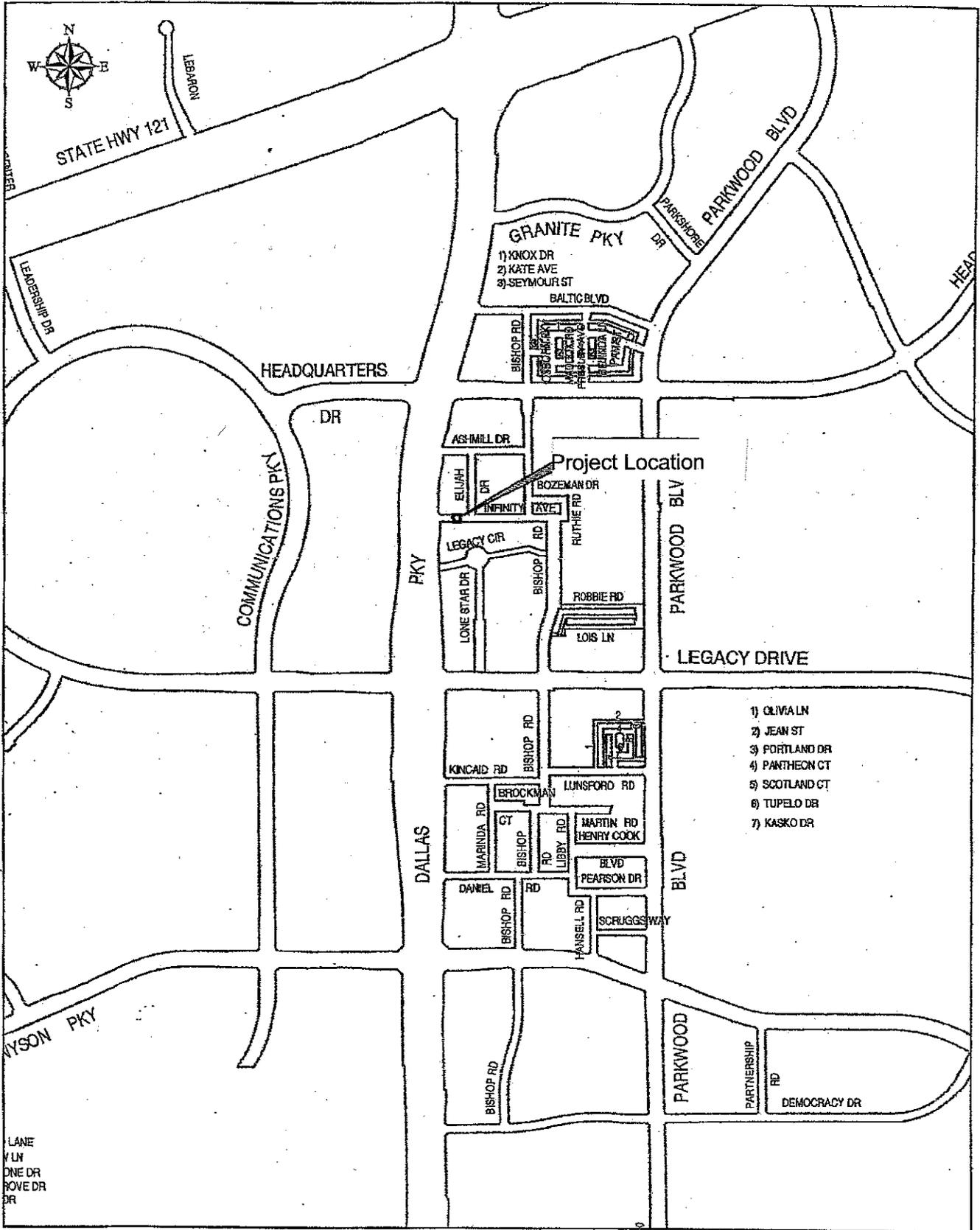
By: 
S. Denton Walker III, President



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/28/11		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the assignment of an Airspace Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the agreement reflecting same.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Assignment of an Airspace Agreement relates to the City's Goals of Safe Large City and Exciting Urban Centers – Destination for Residents and Guests.				
SUMMARY OF ITEM				
This Resolution approves the assignment of an existing Airspace Agreement from Nodenble Associates, LLC to FSP One Legacy Circle LLC. The existing Airspace Agreement allows for an elevated pedestrian canopy between two buildings across Infinity Avenue.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		

INFINITY AVENUE



LOCATION MAP

A Resolution of the City Council of the City of Plano, Texas, approving the assignment of an Airspace Agreement from Nodenble Associates, LLC, a Delaware limited liability company, to FSP One Legacy Circle LLC, a Delaware limited liability company, and approving an amendment to the agreement reflecting same.

WHEREAS, the City Council has been presented a request by Nodenble Associates, LLC to approve an assignment of the Airspace Agreement with the City to FSP One Legacy Circle LLC previously approved by Resolution No. 2007-9-21(R); and

WHEREAS, the City Council has also been presented a request to approve a 1st Amendment of Airspace Agreement by and between the City of Plano, Texas, Nodenble Associates, LLC, and FSP One Legacy Circle LLC reflecting same, a substantial copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council finds that the assignment of the Airspace Agreement is in the best interest of the City due to the fact that FSP One Legacy Circle LLC is purchasing the real property at One Legacy Circle located at 7500 and 7640 Dallas North Tollway, Plano, Texas; and

WHEREAS, upon full review and consideration of the 1st Amendment to the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee 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 assignment of the Airspace Agreement previously approved in Resolution No. 2007-9-21(R) from Nodenble Associates, LLC to FSP One Legacy Circle LLC is hereby in all things approved.

Section II. The terms and conditions of the 1st Amendment to the Airspace Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section III. The City Manager or his authorized designee is hereby authorized to execute the 1st 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 1st Amendment to the Agreement attached hereto.

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

DULY PASSED AND APPROVED this the 28th day of March, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

**1st Amendment of Airspace Agreement
by and between the City of Plano, Texas
and Nodenble Associates, LLC**

THIS Amendment of Airspace Agreement (“Amendment”) is made and entered into on this the _____ day of _____, 2011, by and between **NODENBLE ASSOCIATES, LLC**, a Delaware limited liability corporation (“Company”), and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (“City”), acting by and through its City Manager or his designee.

WITNESSETH:

WHEREAS, City Council approved an airspace agreement by Resolution 2007-9-21(R) (“Agreement”) (attached as Exhibit “A”) between the City and Company for the construction and perpetual maintenance of a pedestrian crossing with elevated canopy crossing over Infinity Avenue a public right-of-way; and

WHEREAS, Company requests that the City approve the assignment of the Agreement to FSP One Legacy Circle LLC, the Buyers of One Legacy Circle, 7500 and 7640 North Tollway, Plano, Texas; and

WHEREAS, the parties wish to amend the Agreement as set forth below to reflect the assignment.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

Section 1. Pursuant to Section 8(a) of the Agreement, the City of Plano consents to the Company's request to assign the Agreement to FSP One Legacy Circle LLC and the Agreement is amended as follows:

FSP One Legacy Circle LLC agrees to be fully bound by all the terms, conditions, rights and responsibilities required of the Company pursuant to the Agreement which accrue from and after the date of this Amendment, including any compensation that the City may charge under the Agreement for the airspace use, until the Agreement expires or is otherwise terminated. Any reference in the Agreement to Nodenble Associates, LLC shall hereinafter be replaced by and refer to FSP One Legacy Circle LLC for the remainder of the term of the Agreement.

Section 2. Except as is explicitly amended hereby, the Agreement shall remain in full force and effect and is hereby restated, ratified and confirmed in accordance with its original terms as amended by this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed in duplicate the day and year first above written.

CITY OF PLANO, TEXAS, a home rule city and municipal corporation

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

NODENBLE ASSOCIATES, LLC,
a Delaware Limited Liability Company

By: **TCDFW INVESTMENT AND
DEVELOPMENT INC.**, a Delaware
Corporation, its sole managing member

By: _____

FSP ONE LEGACY CIRCLE LLC,
a Delaware limited liability company

By: _____
George J. Carter
PRESIDENT

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2011 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF DELAWARE §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2011 by _____ of **TCDFW INVESTMENT AND DEVELOPMENT, INC.**, a Delaware Corporation, sole managing member of **NODENBLE ASSOCIATES, LLC**, a Delaware limited liability company, on behalf of said corporation and limited partnership.

Notary Public, State of Delaware

COMMONWEALTH OF MASSACHUSETTS §
§
COUNTY OF MIDDLESEX §

This instrument was acknowledged before me on the ____ day of _____, 2011 by **GEORGE J. CARTER**, President of **FSP ONE LEGACY CIRCLE LLC**, a limited liability company, on behalf of said limited liability company.

Notary Public, State of Massachusetts

AIRSPACE AGREEMENT

THIS AIRSPACE AGREEMENT (this "Agreement") made and entered into this _____ day of, 2007, by and between the CITY OF PLANO, TEXAS, a home-rule municipal corporation, (the City) and NODENBLE ASSOCIATES, LLC, a Delaware limited liability company.

WITNESSETH:

WHEREAS, the City has the authority to grant to a private entity the right, license and permission to use the airspace above a city-owned right-of-way, provided the property used is not needed for current or future transportation or other needs; and

WHEREAS, the City has acquired sufficient legal right, title and interest in the right-of-way of Infinity Avenue within the City limits of the City of Plano, Texas, which includes the property described in Exhibit A attached hereto and by reference made a part hereof, (the Property); and

WHEREAS, the City desires to grant to Licensee the right, license and permission to use the airspace above the Property, such airspace being more particularly described in Exhibit B attached hereto and by reference made part hereof (the Airspace), for the purpose of developing, constructing, operating, maintaining, repairing and replacing an elevated canopy, which canopy facility (the Canopy) will span Infinity Avenue right-of-way (hereinafter Street) and connect two separate buildings used by Licensee, such use to be subject to the terms and conditions of this Agreement; and

WHEREAS, the proposed use will not impair the full use and safety of the Street or require or permit vehicular access to such space directly from the established grade line of said Street or interfere with the free flow of traffic on said Street.

NOW, THEREFORE, in consideration of the premises, and the covenants, promises, understandings and agreements made by each party to the other as set forth herein, the City and the Licensee do hereby mutually agree as follows:

1. Recitals

The recitals hereto are true and correct and form an integral part of this Agreement.

2. Property and Term

The City does hereby grant to Licensee the right, license and permission to the exclusive and perpetual use of the Airspace, beginning with the date of this Agreement, and terminating at such time and upon such conditions as set forth herein. The use of the Airspace shall be for the purposes of developing, constructing, operating, maintaining, repairing and replacing the Canopy.

3. Payment

Licensee shall pay the City the sum of Six Hundred Ninety Two and no/100 dollars (\$692.00) annually for the license herein granted, said sum to become due and payable on the 1st day of October each year, in advance, with the first payment due October 1, 2007. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by Licensee if any. Additionally, all

monies owed to the City under this Agreement shall be subject to the assessment of interest at a rate of ten percent (10%) per year from the date after any monies become due until paid in full.

4. Use, Occupancy and Maintenance

(a) The Licensee shall be responsible for developing and operating the Canopy as set forth herein.

(b) The Licensee's proposed use of the Canopy is as follows:

The Canopy will be for the private use of the Licensee, and will be used to transport goods, equipment, staff and guests from a parking garage on the north side of Infinity Avenue to office tenant lease space in a building on the south side of the street, and for other appurtenant needs not inconsistent with this agreement.

(c) Any change in the authorized use of the Airspace shall require prior written approval from the City Engineer, which approval shall not be unreasonably withheld or delayed.

(d) The City, through its duly authorized representative, employees and contractors, may enter the Canopy or the Airspace at any time upon reasonable prior notice for the purpose of inspection, maintenance, or reconstruction of the Street and adjacent facilities owned by the City, when necessary or for the purpose of surveying, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

(e) Licensee, at Licensee's sole cost and expense, shall maintain the Canopy so as to assure that Canopy will be kept in good condition, both as to safety and appearance so as not to be in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the Street use. In the event that Licensee fails to so maintain the Canopy, the City, through its duly authorized representatives, employees and contractors, may enter the Canopy to perform such work, and the cost thereof shall be chargeable to the Licensee and shall be immediately due and payable to the city upon the performance of such work.

(f) The occupancy and use of the Canopy shall not be such as will permit the unreasonable objectionable smoke, fumes, vapor or odors to rise above the grade line of the Street.

(g) The proposed Canopy shall not cause or allow any changes in the existing drainage to the land under the Airspace.

(h) Licensee shall not occupy or use or permit or suffer the Airspace or any part thereof to be occupied or used for any illegal business use or purpose, nor for any business, use or purpose deemed to be hazardous or involving any substance or waste nor in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future Federal, State or Local laws, orders, directions, ordinances or regulations.

(i) Existing utilities and all corresponding easements within or affecting the Airspace of the Property shall remain in place and Licensee shall not disturb the same.

(j) The Canopy shall at all times remain the property of the Licensee.

5. Insurance and Indemnification

(a) It is understood and agreed, and a condition hereof, that Licensee shall at all times during the term hereof carry public liability insurance against bodily injury and airspace damage with a company authorized to do business in the State of Texas and satisfactory to the City, protecting Licensee and the City (to be a named additional insured) against any and all claims of injuries to persons or damages to the Airspace as a result of, or arising out of, the construction, use and maintenance by Licensee of the Airspace and Licensee's Canopy improvements and equipment in connection therewith and located therein. Said insurance shall be in amounts of not less than:

\$1,000,000 -Bodily Injury or Death, Per Occurrence
\$1,000,000 -Property Damage, Per Occurrence

Further, Licensee shall pay for and maintain throughout the term hereof, fire and extended coverage insurance on the Canopy within the Airspace, in an amount sufficient to fully repair or rebuild the Canopy in the event of partial or complete destruction and Licensee shall be obligated to rebuild and repair Canopy to its previous condition and any proceeds or such insurance shall first be used solely for this purpose. In the event of damage or destruction to the Canopy during the terms of this license, which damage is either (i) not recoverable under a valid fire and extended coverage insurance policy, or (ii) the result of damage or destruction to any abutting structures which are not reconstructed, Licensee may, in lieu of the obligation to rebuild and repair, terminate this Agreement. In such event, the removal of any remaining portions of the Canopy shall be undertaken by Licensee, at its, sole cost, to the satisfaction of the City Engineer.

Licensee shall carry all such insurance, at its expense, and furnish to the City a certificate of such coverage. Said policies shall bear an endorsement to the effect that no cancellation will be effective without first giving thirty (30) days' written notice to the City. In the event Licensee shall allow said insurance coverage to lapse during the term hereof, then the City Engineer may terminate this Agreement after the City Engineer provides Licensee with written notice and a ten (10) day opportunity to cure, and order the removal of the Canopy at Licensee's sole expense.

(b) It is understood and agreed as a condition hereof, that Licensee's contractors shall at all times while engaged in the construction, alteration, repair or maintenance of Licensee's improvements within the Airspace, during the term of this Agreement, carry the following minimum insurance with companies' authorized to do business in the State of Texas, to the satisfaction of the City, protecting Licensee and the City against any and all claims for injuries to persons or damage to licensed area, as a result of, or arising out of such construction, alteration, repair or maintenance by Licensee's contractors of the improvements located within the Airspace:

1. Workers' Compensation as required by Texas law.
2. Comprehensive General Liability Insurance, including Independent Contractor's Liability, completed Operations and Contractual Liability, fully insuring each contractor's liability for bodily injury, extended to include Personal Injury liability coverage, and for damages to licensed area of their parties, with the following limits:

Injury or Death -\$1,000,000
Property Damage -\$1,000,000

The policy shall name Licensee and the City as additional insured and include broad form Property Damage coverage extended to apply to completed operations, XCU exclusions removed.

3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, minimum limit \$1,000,000, such insurance to include coverage for loading and unloading hazards.
4. During initial construction of Licensee's improvements to the licensed area, and during major alterations thereof, Licensee's contractor shall obtain "Umbrella" excess liability coverage insuring the contractor for an amount of not less than \$10,000,000 combined single limit bodily Injury and Property Damage liability, including death, as in excess of the primary coverage required hereinabove, Licensee and the City to be named as additional insured and Licensee's contractor shall also obtain, at no cost to the City, ALL-Risks, Builder's Risk Insurance, insuring against losses resulting from fire, Extended Coverage, Vandalism, and Malicious Mischief, etc., in an amount equal to one hundred percent (100%) of the insurable value of the construction work, Completed Value Form including materials delivered and labor performed for work. This policy shall be written jointly in the names of the Licensee, the City, the contractor, subcontractors and sub-subcontractors, as their interests may appear. The policy shall have endorsement as follows:
 - (a) This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the licensed area.
 - (b) Loss, if any shall be adjusted with and made payable to the Licensee as Trustee for the insured as their interests may appear.

The above insurance shall be at no expense to the City, and the Licensee shall furnish to the City the certificates evidencing such coverage. Said policies shall bear an endorsement to the effect that no cancellation will be effective without first giving ten (10) days written notice to the City. In the event Licensee should allow such insurance coverage to lapse during the term of this license, then the City Engineer may terminate this Agreement after notice to Licensee and a ten (10) day opportunity to cure.

- (c) The Licensee will at all times assume all risk of any nature related to the Canopy, indemnify, defend, and save harmless the City from and against all loss, damage, cost or expense, including reasonable attorney's fees, arising in any manner on account of the exercise or attempted exercises by said Licensee of the aforesaid rights and privileges including, but not limited to, the construction, operation, and maintenance of the Canopy or the Licensee's default under this Agreement except for the gross negligence or willful misconduct of the City, its employees' agents, and/or representatives.

6. Termination and Revocation

Notwithstanding anything to the contrary in this Agreement, the City shall have the right to terminate this Agreement upon the following terms and conditions:

(a) The City may terminate this Agreement, without liability, in the event the Licensee violates any of the conditions of this Agreement and such violation is not corrected within thirty (30) days after written notice of noncompliance has been given.

(b) The City may terminate this Agreement in the event the construction of improvements to the Street, under the Canopy, requires that the Canopy be removed. The determination of whether such improvements require the Canopy to be removed will be made by a majority decision of a panel of engineers consisting of the City Engineer, an engineer selected by Licensee, and a third engineer agreed upon by each of the parties' engineers. In order to exercise this right of termination, the City must provide notice to the Licensee not less than one year prior to the proposed termination date set forth in such notice. In the event the panel determines that the Canopy needs to be removed, the Licensee agrees that it will be responsible for any additional construction cost incurred by the City made necessary by virtue of the presence of the Canopy.

(c) Upon notice of termination under this paragraph and prior to the termination date, the Licensee shall, at Licensee's sole cost and expense, unless reimbursement is authorized at City's sole discretion, promptly remove, dismantle and/or demolish the Canopy in accordance with the requirements of the City and all applicable building and construction codes, laws, ordinances or regulations.

7. Construction

(a) The Licensee shall observe all Federal, State and Local safety regulations during construction of the Canopy operations. The Licensee must safely conduct the public through the project areas in accordance with the Manual on Uniform Traffic Control Devices by displaying necessary safety devices and taking whatever other measures are required or appropriate.

(b) In case the Licensee fails to meet any of the City requirements, the Licensee will be barred from performing further work under this Agreement and will be required to bring the permitted work into compliance or remove said work from the right-of-way at no cost to the City.

(c) All work shall meet the City's standards and be certified by the City Engineer that the work has been substantially completed in accordance with all City's Standard Specifications for Public Works Construction, and in accordance with all the City's published or promulgated rules, regulations, policies, plans, special provisions, and safety standards pertaining to this type of work. The City Engineer is located at 1520 K Avenue, Plano, Texas 75074, (972)941-7152.

(d) All materials and equipment may be subject to inspection by City after reasonable notice. To the extent owned or controlled by the City, the City shall provide a temporary construction easement, benefiting Licensee, covering that portion of Kincaid Road reasonably necessary during the construction process.

8. Miscellaneous

(a) The Airspace and Licensee's rights under this Agreement shall not be transferred, assigned or conveyed to another party without the prior written consent of the City. Such consent not to be unreasonably withheld, provided that Licensee may make such assignment to an entity wholly owned by a parent entity of Licensee.

(b) During the term of this Agreement, Licensee shall, at Licensee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances and regulations of the United States of America, the State of Texas, county or city governments or lawful authority whatsoever, affecting the Airspace or any part thereof, and of all insurance companies policies covering the Airspace or any part thereof.

(c) This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

(d) Licensee acknowledges that it has reviewed this Agreement, is familiar with its terms and has had adequate opportunity to review this Agreement with legal counsel of Licensee's choosing. Licensee has entered into this Agreement freely and voluntarily. No modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon the City or Licensee unless in writing and signed by both such parties.

(e) Licensee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone and telegraph services, or any other utility or service used in connection with the Canopy.

(f) All notices to the City and Licensee shall be sent at the addresses set forth below:

If to the City:

City of Plano
Attn: City Engineer
P.O. Box 860358
Plano, Texas 75086-0358

If to the Licensee:

TCDFW Investment and Development, Inc.
Mark Allyn 
Executive Vice President
~~2001~~ ~~2100~~ Ross Avenue, Suite ~~400~~ ~~3400~~
Dallas, TX 75201
Fax Number (214) 979-5600- ~~263-4493~~

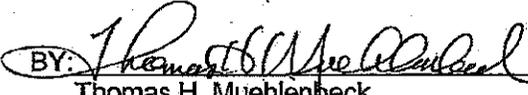
(g) This Agreement may be entered into in conjunction with the issuance of a permit or license by the City that shall authorize Licensee's use of the Airspace for the development, construction, operation, maintenance, repair and replacement of the Canopy. Any inconsistency between the terms and conditions of this Agreement and such permit or license shall be construed in favor of and consistent with the terms and conditions of this Agreement.

(h) This Agreement shall be governed by the laws of the State of Texas, and any applicable laws of the United States of America. All obligations of the parties created by the Agreement are performable in Collin County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF PLANO, TEXAS
a home-rule municipal corporation

Resolution No. 2007-9-21 (CR)

BY: 

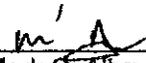
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

NODENBLE ASSOCIATES, LLC
a Delaware limited liability company

BY: TCDFW Investment and Development,
Inc.
a Delaware corporation
Its sole managing member

BY: 

Mark C. Allyn
Executive Vice President

EXHIBIT "A"

**LEGAL DESCRIPTION
0.034 ACRE**

BEING at tract of land in the Henry Cook Survey, Abstract No. 183, in the City of Plano, Collin County, Texas and being part of Infinity Avenue (60' ROW) as dedicated by the plat recorded in Volume 2006, Page 440 of the Map Records of Collin County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found in the north right-of-way line of Infinity Avenue (60' ROW) from which the intersection of the north right-of-way line of said Infinity Avenue and the west right-of-way line of Elijah Drive (60' ROW) bears EAST, 18.75 feet;

THENCE SOUTH, a distance of 60.00 feet to a point in the south line of said Infinity Avenue;

THENCE with said south line, **WEST**, a distance of 25.00 feet to a point for corner;

THENCE leaving said south right-of-way line, **NORTH**, a distance of 60.00 feet to a point in the north right-of-way line of said Infinity Avenue;

THENCE with said north right-of-way line, **EAST**, a distance of 25.00 feet to the **POINT OF BEGINNING** and containing 1,500 square feet or 0.034 acre of land.

Bearing system based on the monuments found in the north right-of-way line of Infinity Avenue according to the plat recorded in Volume 2006, Page 440 of the Map Records of Collin County, Texas.



**EXHIBIT DRAWING
LEGACY TOWN CENTER (NORTH) SHEET 1 OF 2
CITY OF PLANO, COLLIN COUNTY, TEXAS**



EXHIBIT "A"

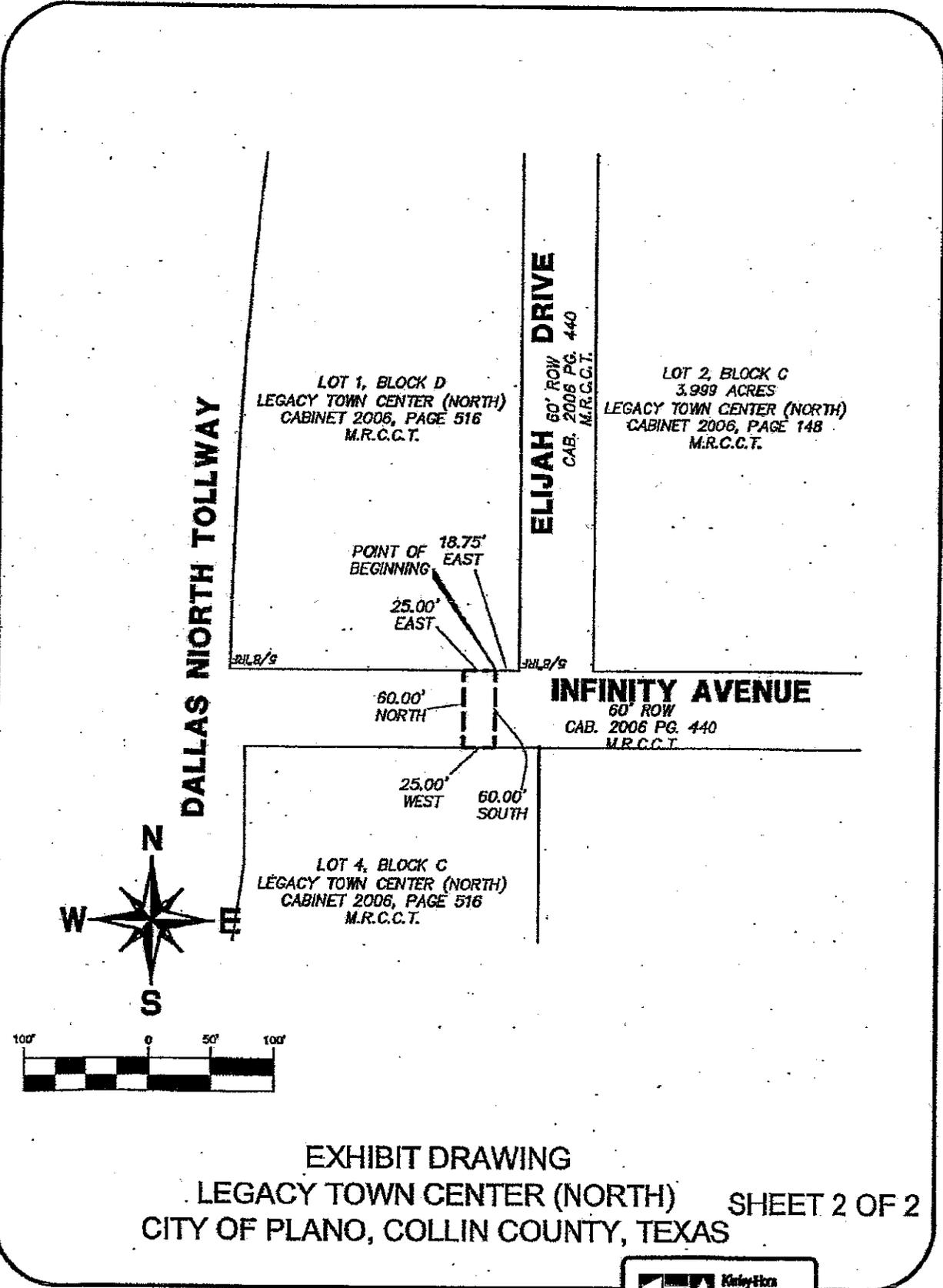
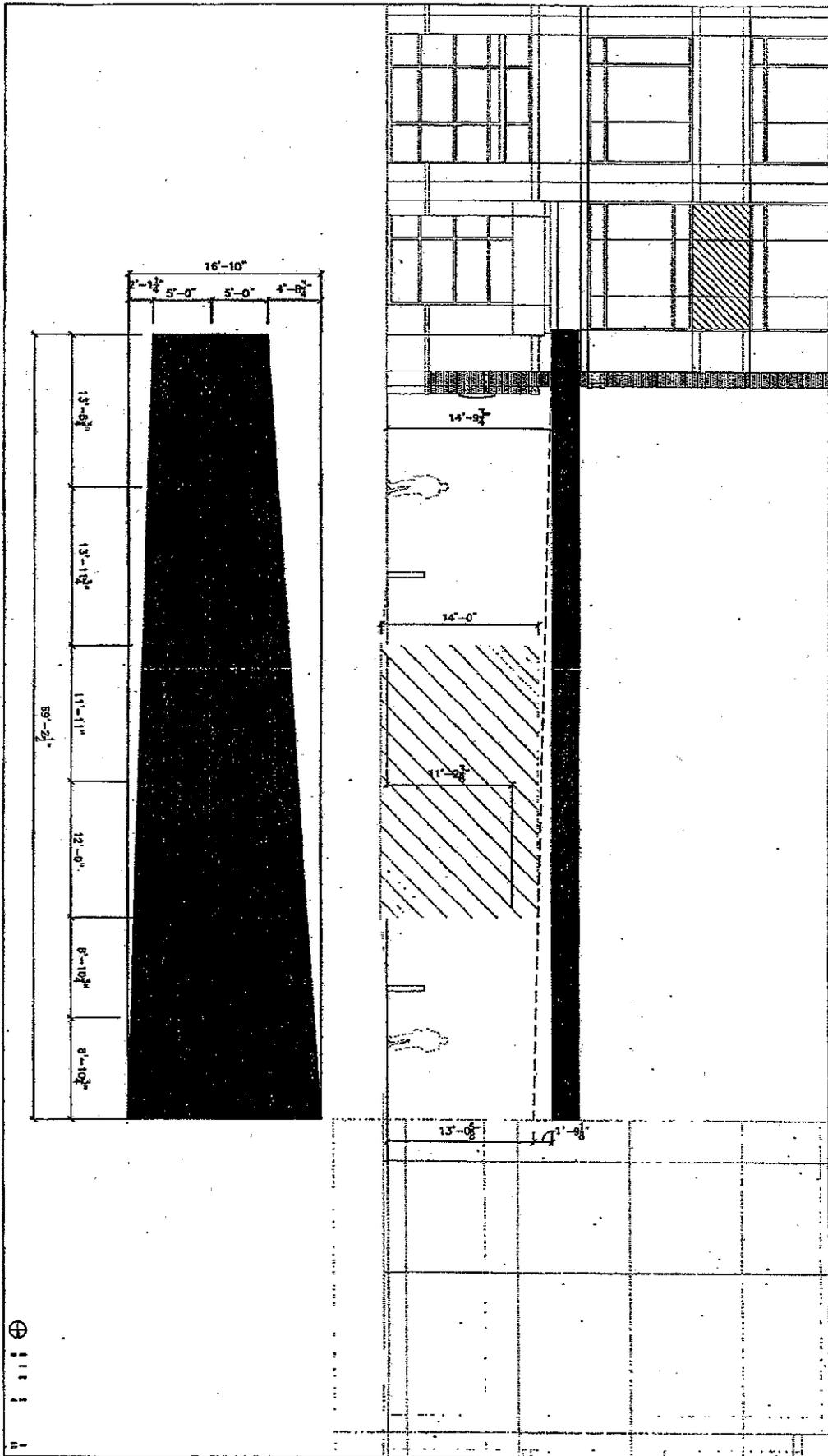


EXHIBIT DRAWING
LEGACY TOWN CENTER (NORTH) SHEET 2 OF 2
CITY OF PLANO, COLLIN COUNTY, TEXAS



EXHIBIT "B"



ONE LEGACY CIRCLE
Therrell/Clark Campus
PLANO, TX

BIRDAIR CANOPY - ROOF PLAN & EAST ELEVATION
22 AUGUST 2017 #1015

HKS
ARCHITECTS

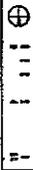
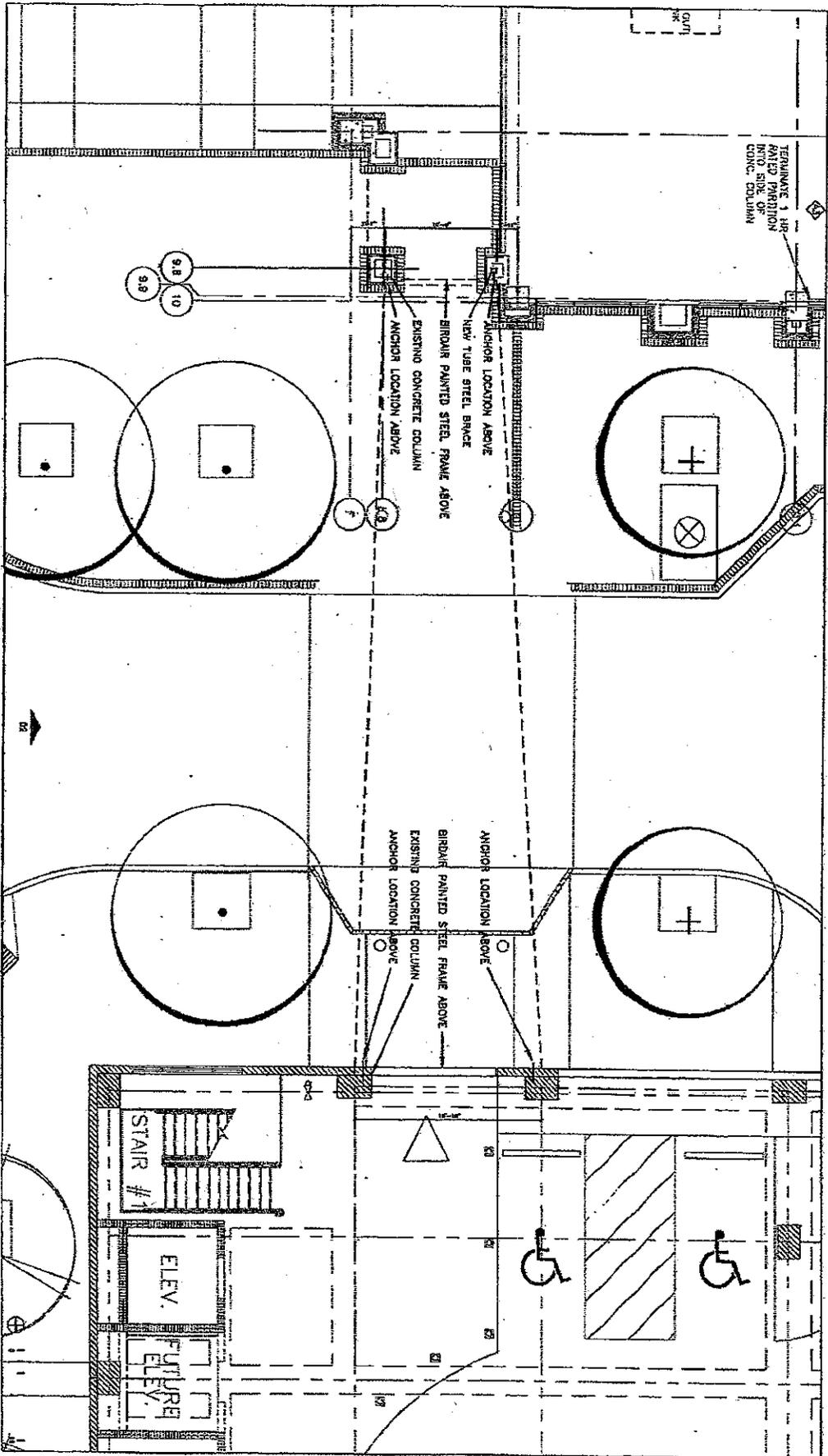


EXHIBIT "B"



ONE LEGACY CIRCLE

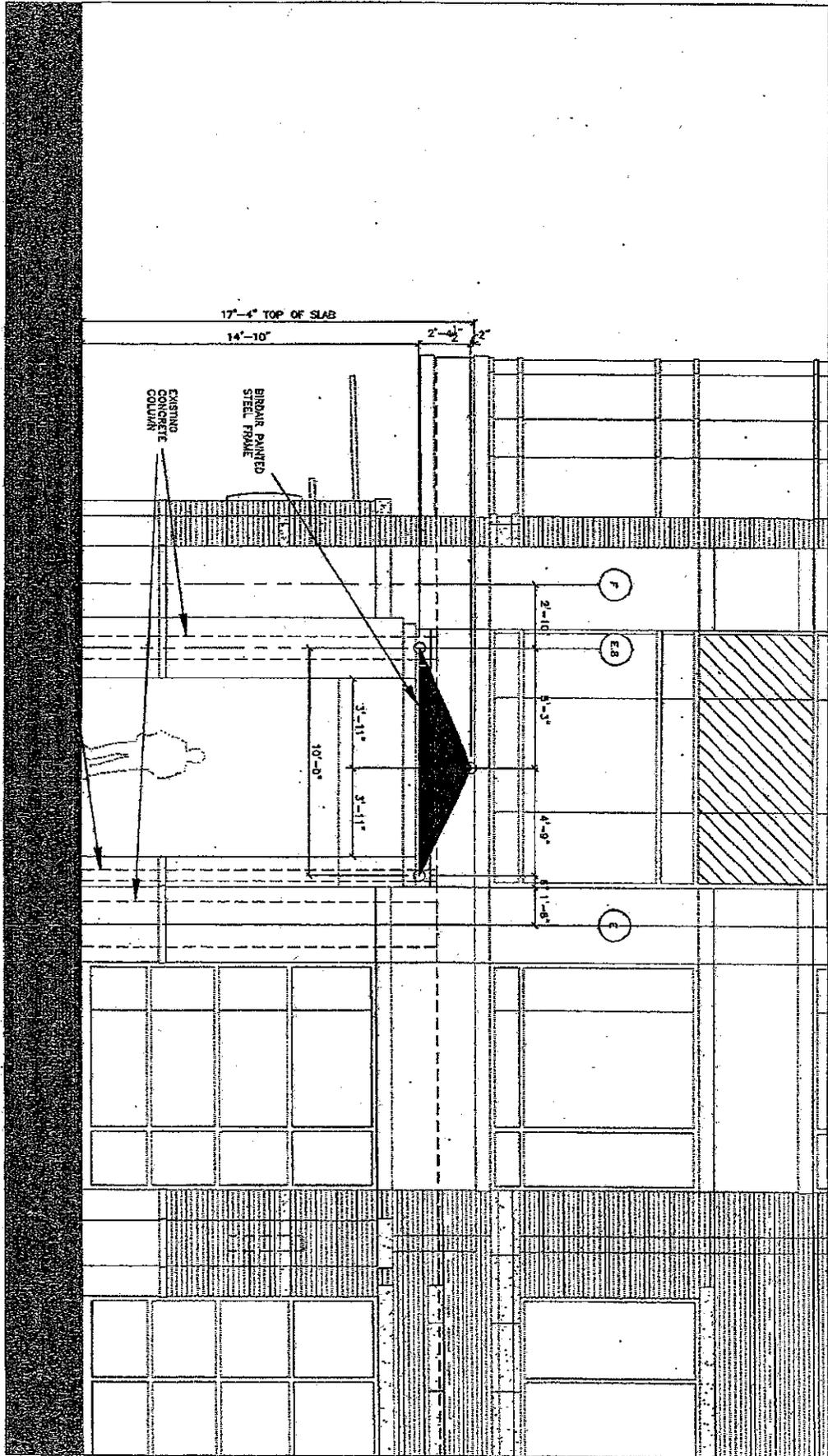
Damen & Co. Company PLANO, TX

BIRDAIR CANOPY - GROUND FLOOR PLAN
02 AUGUST 2007 #10115

HKS
1 1998114

EXHIBIT "B"

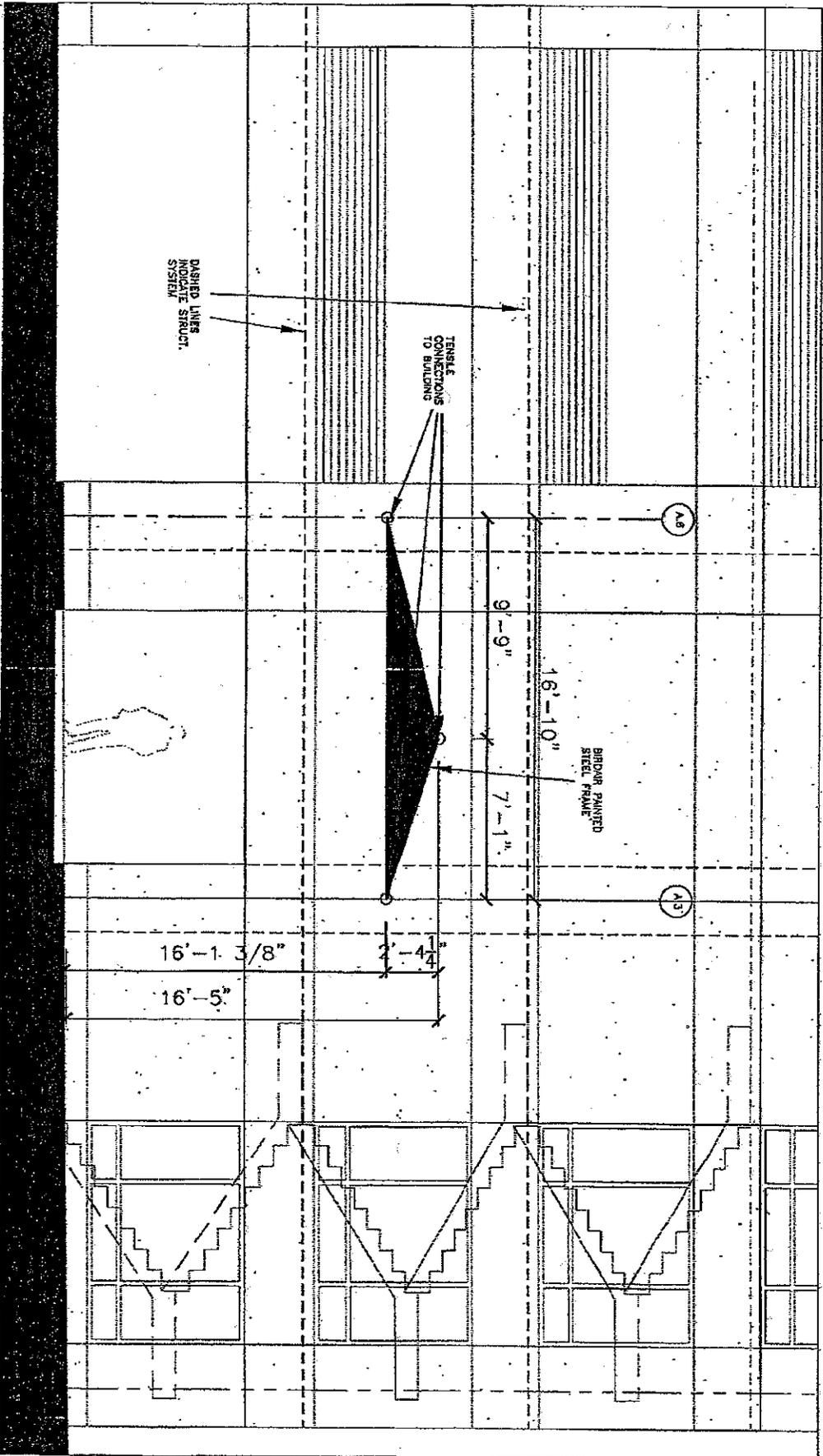
ONE LEGACY CIRCLE
PLANO, TX



BIRDAIR CANOPY - CONNECTION TO BUILDING
02 AUGUST 2007 #10118

HKS
ARCHITECTS

EXHIBIT "B"



ONE LEGACY CIRCLE

Plano, TX

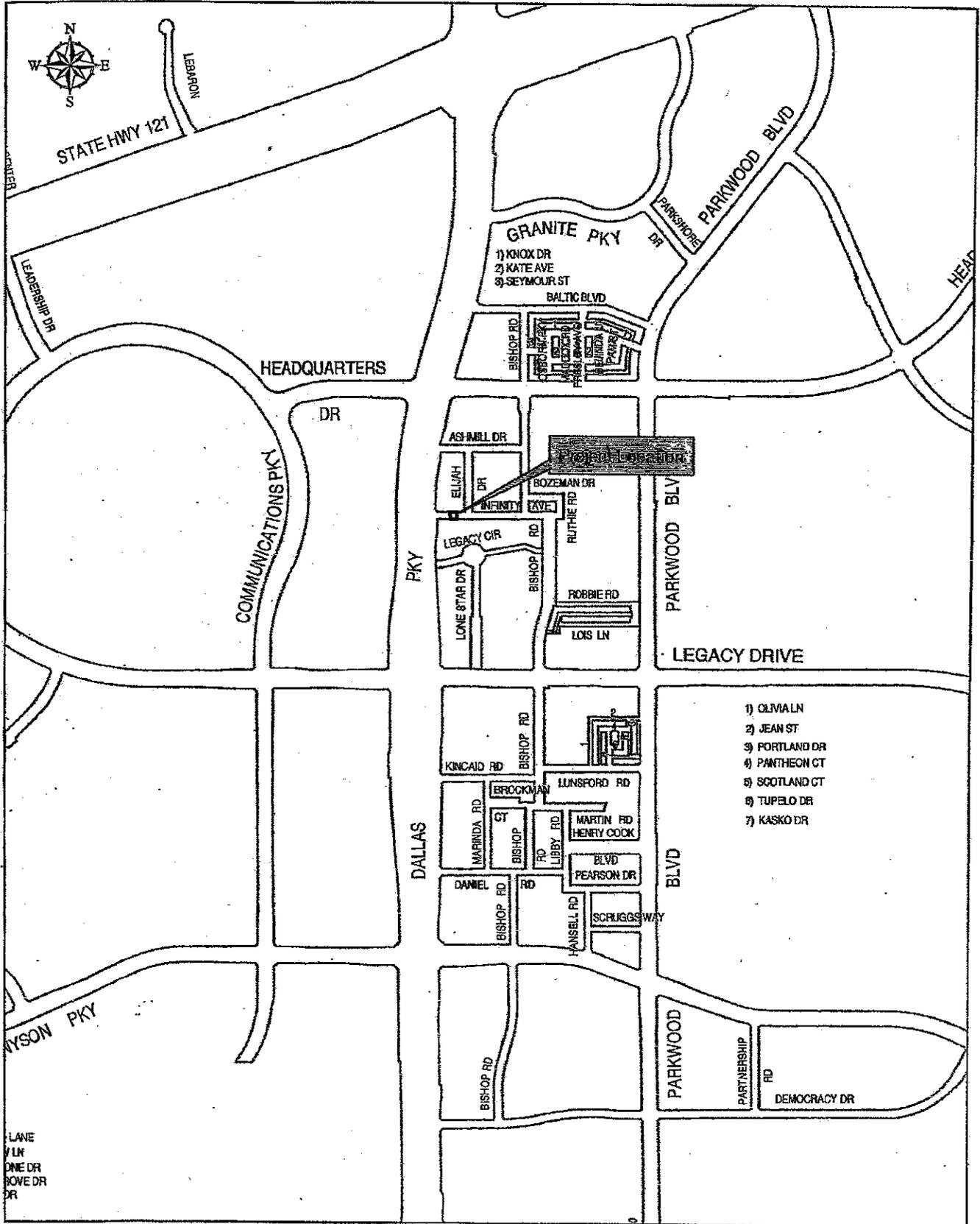
Thornell Construction Company

BIRDBAIR CANOPY - CONNECTION TO GARAGE

02 AUGUST 2007 #1018

HKS

INFINITY AVENUE



LOCATION MAP

09/11/07



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/28/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - x-7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending December 31, 2010 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: 2011-2012	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Quarterly Investment report ending December 31, 2010.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending December 31, 2010 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending December 31, 2010, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

WHEREAS, the Public Funds Investment Act at Texas Government Code, Section 2256.005, requires the governing body of an investing entity to review its investment policy and investment strategies not less than annually; and

WHEREAS, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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

Section I. The City of Plano’s Investment Portfolio Summary for the Quarter Ending December 31, 2010, 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, is hereby in all things approved.

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

DULY PASSED AND APPROVED this the 28th day of March, 2011.

Phil Dyer, MAYOR

ATTEST:

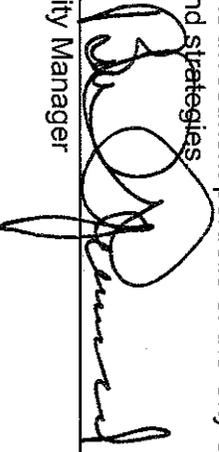
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
December 31, 2010

The investment portfolio of the City of Plano is in compliance with the Public Funds Investment Act and the City's Investment Policy and Strategies



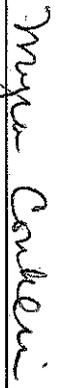
City Manager



Director of Finance



Controller



Treasurer

Strategy Summary:

Information received since the Federal Open Market Committee met in December confirms that the economic recovery is continuing, though at a rate that has been insufficient to bring about a significant improvement in labor market conditions. Growth in household spending picked up late last year, but remains constrained by high unemployment, modest income growth, lower housing wealth, and tight credit. Business spending on equipment and software is rising, while investment in nonresidential structures is still weak. Employers remain reluctant to add to payrolls. The housing sector continues to be depressed. Although commodity prices have risen, longer-term inflation expectations have remained stable, and measures of underlying inflation have been trending downward.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. Currently, the unemployment rate is elevated, and measures of underlying inflation are somewhat low, relative to levels that the Committee judges to be consistent, over the longer run, with its dual mandate. Although the Committee anticipates a gradual return to higher levels of resource utilization in a context of price stability, progress toward its objectives has been disappointingly slow.

To promote a stronger pace of economic recovery and to help ensure that inflation, over time, is at levels consistent with its mandate, the Committee decided today to continue expanding its holdings of securities as announced in November. The Committee will maintain its existing To promote a stronger pace of economic recovery and to help ensure that inflation, over time, is at levels consistent with its mandate, the the end of the second quarter 2011. The Committee will regularly review the pace of its securities purchases and the overall size of the asset-purchase program in light of incoming information and will adjust the program as needed to best foster maximum employment and price stability.

The Committee will maintain the target range for the federal funds rate at 0 to 1/4 percent and continues to anticipate that economic conditions, including low rates of resource utilization, subdued inflation trends, and stable inflation expectations, are likely to warrant exceptionally low levels for the federal funds rate for an extended period.

The Committee will continue to monitor the economic outlook and financial developments and will employ its policy tools as necessary to support the economic recovery and to help ensure that inflation, over time, is at levels consistent with its mandate.

<u>Asset Type</u>	<u>Ave. Yield</u>	<u>December 31, 2010</u>		<u>September 30, 2010</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.20%	69,246,388.83	69,246,388.83	99,388,728.26	99,388,728.26
Certificates of Deposit	1.08%	34,687,594.93	34,687,594.93	34,932,594.93	34,932,594.93
FFCB Bonds	1.84%	24,454,536.75	24,373,686.68	14,438,594.87	14,477,761.48
FHLB Bonds	0.97%	99,508,201.74	99,877,445.55	94,294,998.98	94,930,756.80
FHLMC Bonds	1.52%	79,089,691.94	78,372,816.00	53,367,770.36	53,709,326.00
FNMA Bonds	1.46%	41,910,850.20	41,854,387.02	33,801,418.05	33,935,750.60
Totals		348,897,264.39	348,412,319.01	330,224,105.45	331,374,918.07

Average Yield (2):

Total Portfolio 1.07%

Fiscal Year-to-Date Average Yield (3):

Total Portfolio 1.07%

This Quarter:

Rolling Three Month Treasury Yield	0.14%
Rolling Six Month Treasury Yield	0.18%
TexPool Yield	0.19%

Last 12 Months:

Rolling Three Month Treasury Yield	0.14%
Rolling Six Month Treasury Yield	0.20%
TexPool Yield	0.19%

Investment Earnings (4):

Quarter	\$	(790,754)
Fiscal Year To Date	\$	(790,754)

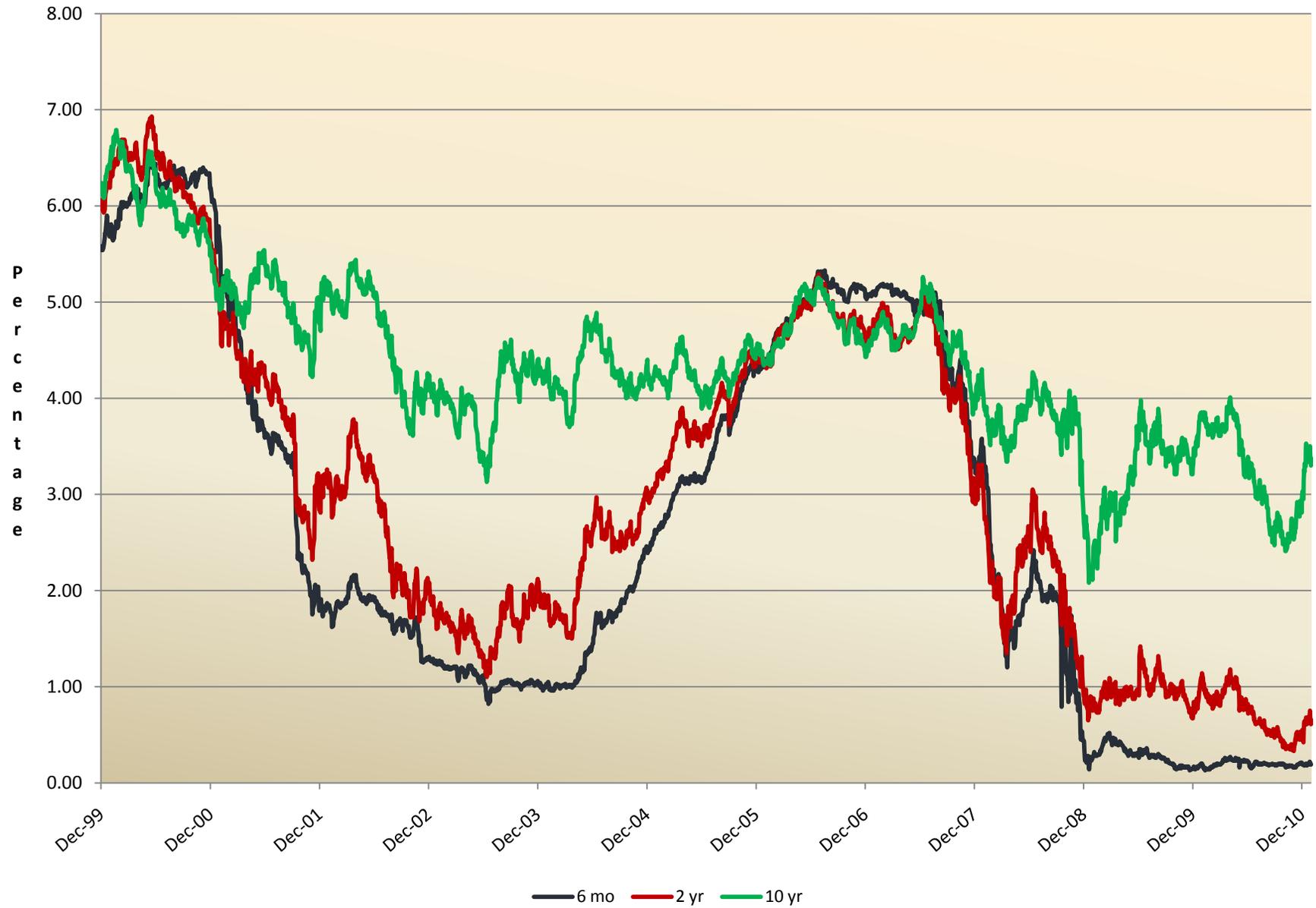
(1) Source: Federal Reserve Press Release, January 26, 2011.

(2) Average Yield calculated using quarter end report yields and adjusted book values does not reflect a total return analysis or account for advisory fees.

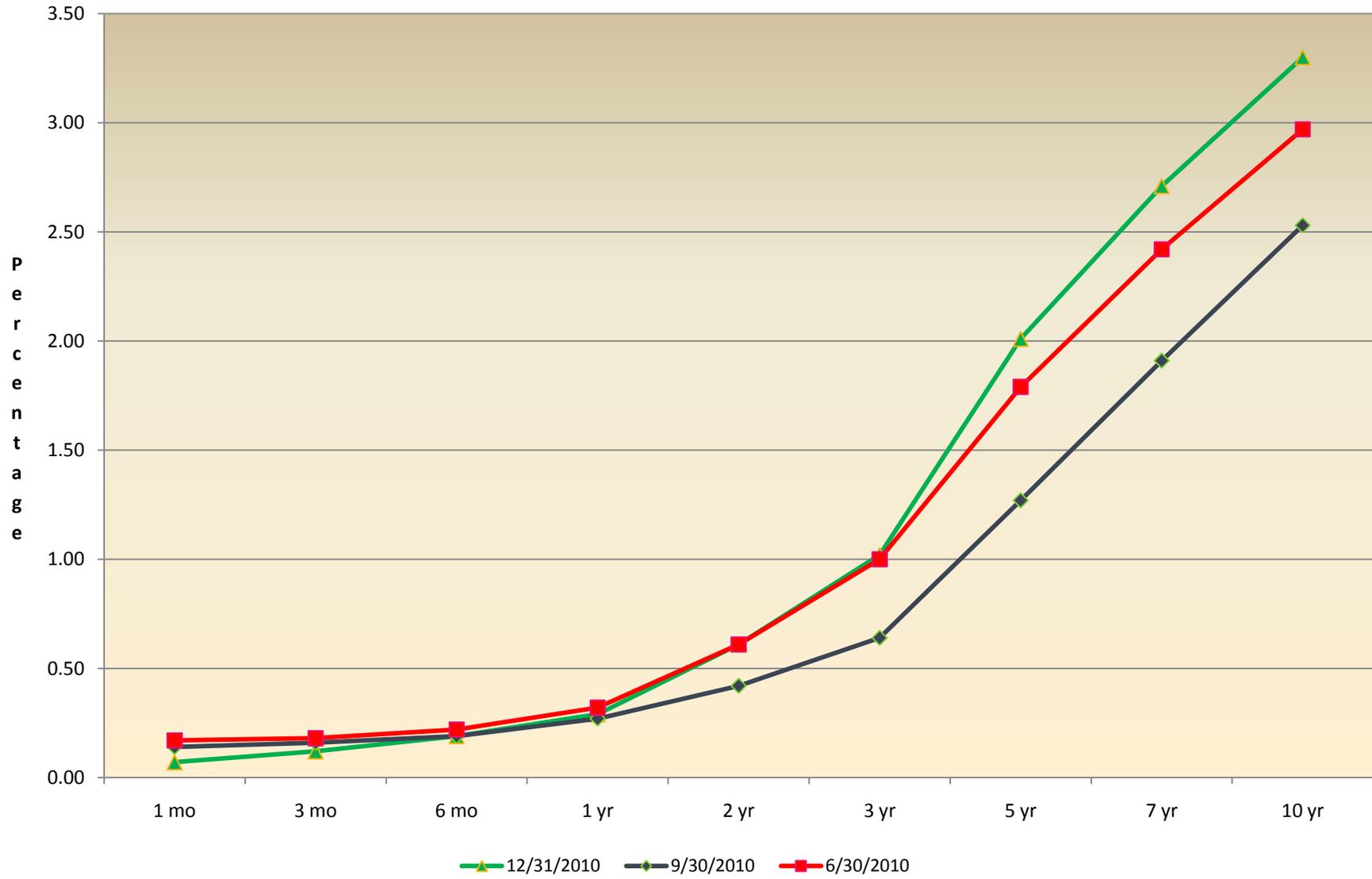
(3) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(4) Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments plus/minus Unrealized Gain or Loss.

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
December 31, 2010

By Sector

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.12%	06/01/12	12/01/10		245,000.00	245,000.00	245,000.00	1.000	245,000.00	16.98	1.12%	228.67
Certificate of Deposit		1.06%	08/23/12	08/26/10		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	19.70	1.06%	18,441.10
Certificate of Deposit		1.45%	08/22/13	08/26/10		1,500,000.00	1,500,000.00	1,500,000.00	1.000	1,500,000.00	31.64	1.45%	7,567.81
FFCB Bonds	AAA	2.75%	09/30/14	06/15/10	03/30/11	14,305,000.00	14,448,379.02	14,430,182.32	1.007	14,401,086.68	44.89	2.50%	98,346.88
FFCB Bonds	AAA	0.97%	08/19/13	10/27/10	08/19/11	10,000,000.00	10,026,000.00	10,024,354.43	0.997	9,972,600.00	31.54	0.88%	35,566.67
FHLB Bonds	AAA	6.00%	05/13/11	07/30/09		1,000,000.00	1,083,680.00	1,017,069.69	1.021	1,020,615.00	4.36	1.25%	7,666.67
FHLB Bonds	AAA	3.13%	06/10/11	07/31/09		12,000,000.00	12,388,355.47	12,092,084.29	1.011	12,137,712.00	5.28	1.36%	21,875.00
FHLB Bonds	AAA	1.13%	07/18/11	08/05/09		5,630,000.00	5,605,228.00	5,623,076.37	1.004	5,652,300.43	6.52	1.35%	28,677.81
FHLB Bonds	AAA	1.38%	08/11/11	09/21/09		5,500,000.00	5,523,038.71	5,507,456.65	1.006	5,534,133.00	7.31	1.15%	29,409.72
FHLB Bonds	AAA	1.00%	02/27/12	03/09/10		8,000,000.00	8,004,824.00	8,002,834.10	1.006	8,051,392.00	13.87	0.97%	27,555.56
FHLB Bonds	AAA	1.30%	07/26/12	03/12/10		8,725,000.00	8,734,565.45	8,731,321.80	1.012	8,827,475.12	18.79	1.25%	48,835.76
FHLB Bonds	AAA	2.00%	09/14/12	03/11/10		17,000,000.00	17,256,428.00	17,174,024.67	1.024	17,403,495.00	20.43	1.39%	101,055.55
FHLB Bonds	AAA	1.38%	09/12/14	09/30/10		10,000,000.00	10,054,542.50	10,051,065.08	0.997	9,965,430.000	44.30	1.23%	55,763.89
FHLB Bonds	AAA	0.30%	09/29/11	12/23/10		15,000,000.00	15,001,260.00	15,001,224.00	1.000	14,993,460.000	8.92	0.29%	11,500.00
FHLB Bonds	AAA	3.63%	09/16/11	12/23/10		13,000,000.00	13,315,980.40	13,306,512.82	1.023	13,305,227.000	8.49	0.29%	137,447.92
FHLB Bonds	AAA	0.75%	04/25/13	10/27/10	01/25/11	3,000,000.00	3,001,650.00	3,001,532.27	0.995	2,986,206.000	27.74	0.73%	4,125.00
FHLMC Bonds	AAA	3.50%	05/05/11	07/30/09		3,000,000.00	3,121,266.90	3,023,537.83	1.011	3,033,447.00	4.10	1.18%	16,333.33
FHLMC Bonds	AAA	4.13%	09/27/13	07/12/10		15,000,000.00	16,329,150.00	16,134,253.32	1.084	16,254,495.00	32.82	1.30%	161,562.50
FHLMC Bonds	AAA	1.75%	09/10/15	09/27/10		17,000,000.00	17,088,555.17	17,083,904.68	0.983	16,709,759.00	56.20	1.64%	91,729.17
FHLMC Bonds	AAA	Step	09/23/15	09/27/10	03/23/11	17,000,000.00	17,000,000.00	17,000,000.00	0.997	16,940,806.00	56.62	2.44%	46,277.78
FHLMC Bonds	AAA	1.15%	07/28/14	10/28/10		11,000,000.00	10,984,600.00	10,985,319.94	0.981	10,795,785.00	42.79	1.19%	22,137.50
FHLMC Bonds	AAA	1.72%	04/11/13	01/27/10		3,000,000.00	3,086,610.00	3,080,333.91	1.020	3,059,055.00	27.28	0.53%	11,466.67
FHLMC Bonds	AAA	3.00%	07/28/14	10/28/10	01/28/11	11,000,000.00	11,820,710.00	11,782,342.26	1.053	11,579,469.00	42.79	0.97%	140,250.00
FNMA Bonds	AAA	5.05%	02/07/11	02/07/06	08/07/06	1,000,000.00	994,375.00	999,882.94	1.004	1,004,460.00	1.25	5.18%	20,200.00
FNMA Bonds	AAA	1.00%	04/04/12	03/08/10		6,000,000.00	5,986,158.00	5,991,599.84	1.007	6,039,378.00	15.08	1.11%	14,500.00
FNMA Bonds	AAA	1.40%	07/26/13	07/29/10	01/26/11	10,000,000.00	9,991,500.00	9,992,705.40	1.000	10,004,690.00	30.75	1.43%	60,277.78
FNMA Bonds	AAA	2.10%	06/30/14	06/30/10	12/30/10	6,000,000.00	5,986,200.00	5,987,937.99	1.004	6,026,862.00	41.87	2.16%	-
FNMA Bonds	AAA	Step	09/30/14	09/30/10	03/30/11	8,785,000.00	8,785,000.00	8,785,000.00	0.992	8,713,657.02	44.89	1.74%	21,962.50
FNMA Bonds	AAA	1.25%	08/20/13	10/27/10		10,000,000.00	10,164,100.00	10,153,724.03	1.007	10,065,340.00	31.57	0.66%	45,486.11
TOTAL						\$ 345,878,983.76	\$ 349,716,140.38	\$ 348,897,264.39		\$ 348,412,319.01	21.97	1.07%	\$ 1,479,093.20

(1) (2)

(1) **Weighted average life** - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

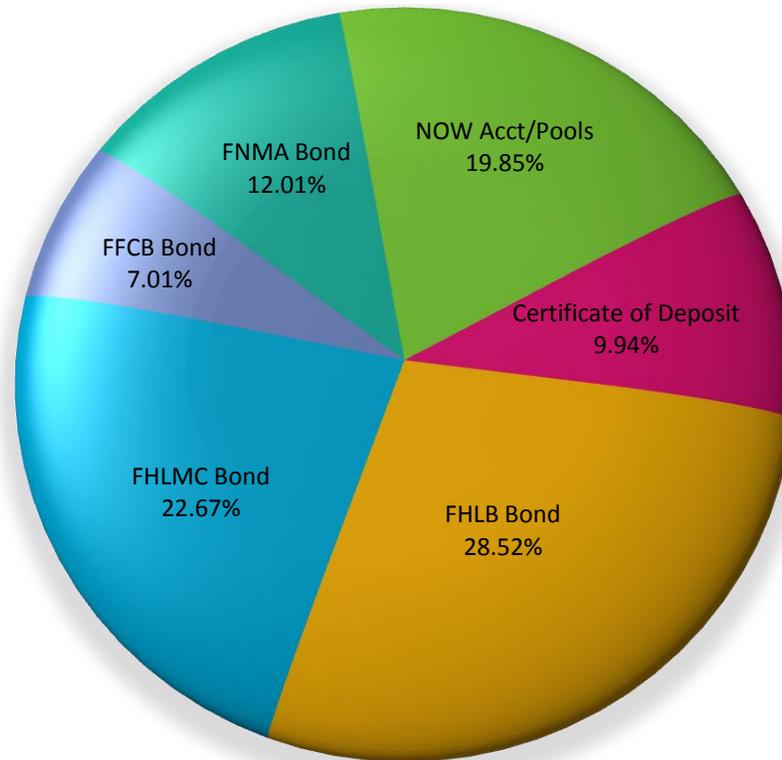
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield is for this month only.

Detail of Security Holdings
December 31, 2010

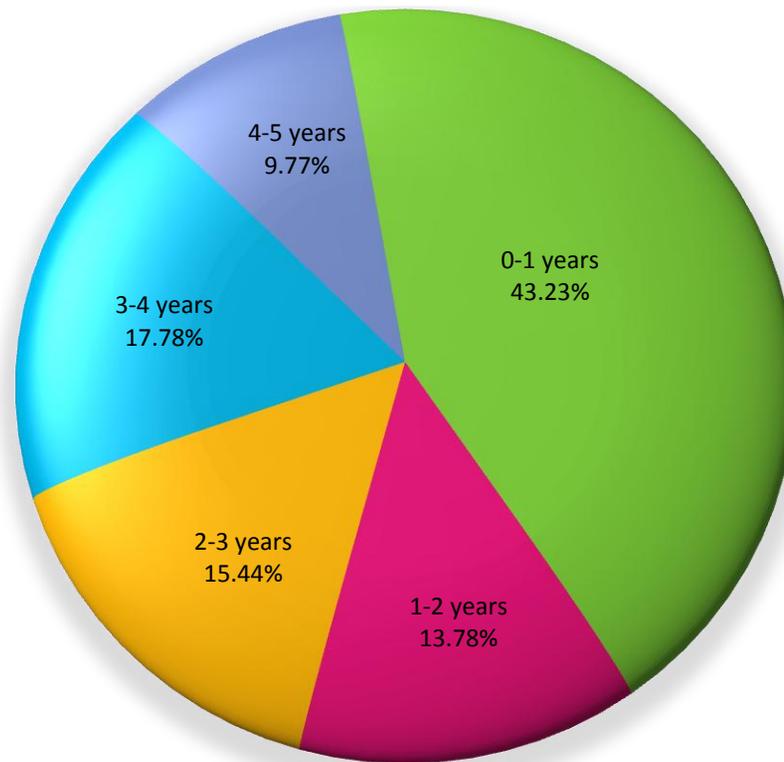
By Maturity

Security Description	Ratings	Coupon/	Maturity	Settlement	Call	Par Value	Purchased Value	Adjusted	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
		YTM	Date	Date	Date			Book Value					
Legacy NOW Account		0.28%	01/01/11	12/31/10		25,682,792.24	25,682,792.24	25,682,792.24	1.000	25,682,792.24	0.03	0.28%	-
TexPool	AAAm	0.17%	01/01/11	12/31/10		22,173,630.46	22,173,630.46	22,173,630.46	1.000	22,173,630.46	0.03	0.17%	-
Texas Daily	AAAm	0.15%	01/01/11	12/31/10		21,389,966.13	21,389,966.13	21,389,966.13	1.000	21,389,966.13	0.03	0.15%	-
Certificate of Deposit		0.95%	01/13/11	01/14/10		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	0.43	0.95%	45,678.08
Certificate of Deposit		5.05%	02/07/11	02/07/06	08/07/06	1,000,000.00	994,375.00	999,882.94	1.004	1,004,460.00	1.25	5.18%	20,200.00
Certificate of Deposit		1.00%	02/09/11	02/09/10		246,000.00	246,000.00	246,000.00	1.000	246,000.00	1.31	1.00%	2,190.41
Certificate of Deposit		0.56%	03/07/11	02/10/10		97,000.00	97,000.00	97,000.00	1.000	97,000.00	2.16	0.56%	482.18
Certificate of Deposit		1.00%	03/17/11	03/18/10		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	2.49	1.00%	39,452.06
Certificate of Deposit		0.85%	04/07/11	07/07/10		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	3.18	0.85%	8,243.84
Certificate of Deposit		1.00%	05/05/11	05/06/10		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	4.10	1.00%	13,095.89
FHLMC Bonds	AAA	3.50%	05/05/11	07/30/09		3,000,000.00	3,121,266.90	3,023,537.83	1.011	3,033,447.00	4.10	1.18%	16,333.33
Certificate of Deposit		0.81%	05/12/11	11/13/09		150,000.00	150,000.00	150,000.00	1.000	150,000.00	4.33	0.81%	1,374.78
FHLB Bonds	AAA	6.00%	05/13/11	07/30/09		1,000,000.00	1,083,680.00	1,017,069.69	1.021	1,020,615.00	4.36	1.25%	7,666.67
Certificate of Deposit		1.10%	05/27/11	05/27/10		244,090.37	244,090.37	244,090.37	1.000	244,090.37	4.82	1.10%	1,603.64
Certificate of Deposit		1.40%	06/02/11	06/02/10		240,000.00	240,000.00	240,000.00	1.000	240,000.00	5.02	1.40%	1,951.56
FHLB Bonds	AAA	3.13%	06/10/11	07/31/09		12,000,000.00	12,388,355.47	12,092,084.29	1.011	12,137,712.00	5.28	1.36%	21,875.00
FHLB Bonds	AAA	1.13%	07/18/11	08/05/09		5,630,000.00	5,605,228.00	5,623,076.37	1.004	5,652,300.43	6.52	1.35%	28,677.81
Certificate of Deposit		0.95%	07/28/11	07/29/10		2,005,492.22	2,005,492.22	2,005,492.22	1.000	2,005,492.22	6.85	0.95%	8,090.65
Certificate of Deposit		0.95%	07/28/11	07/29/10		4,026,012.34	4,026,012.34	4,026,012.34	1.000	4,026,012.34	6.85	0.95%	16,241.93
Certificate of Deposit		1.25%	08/09/11	02/09/10		245,000.00	245,000.00	245,000.00	1.000	245,000.00	7.25	1.25%	2,726.88
FHLB Bonds	AAA	1.38%	08/11/11	09/21/09		5,500,000.00	5,523,038.71	5,507,456.65	1.006	5,534,133.00	7.31	1.15%	29,409.72
Certificate of Deposit		1.45%	08/25/11	08/26/10		3,500,000.00	3,500,000.00	3,500,000.00	1.000	3,500,000.00	7.77	1.45%	17,658.22
FHLB Bonds	AAA	3.63%	09/16/11	12/23/10		13,000,000.00	13,315,980.40	13,306,512.82	1.023	13,305,227.000	-	0.29%	137,447.92
FHLB Bonds	AAA	0.30%	09/29/11	12/23/10		15,000,000.00	15,001,260.00	15,001,224.00	1.000	14,993,460.000	8.92	0.29%	11,500.00
Certificate of Deposit		1.17%	11/28/11	05/27/10		244,000.00	244,000.00	244,000.00	1.000	244,000.00	10.89	1.17%	1,705.06
FHLB Bonds	AAA	1.00%	02/27/12	03/09/10		8,000,000.00	8,004,824.00	8,002,834.10	1.006	8,051,392.00	13.87	0.97%	27,555.56
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	14.23	1.35%	1,043.57
Certificate of Deposit		1.35%	03/09/12	03/09/									

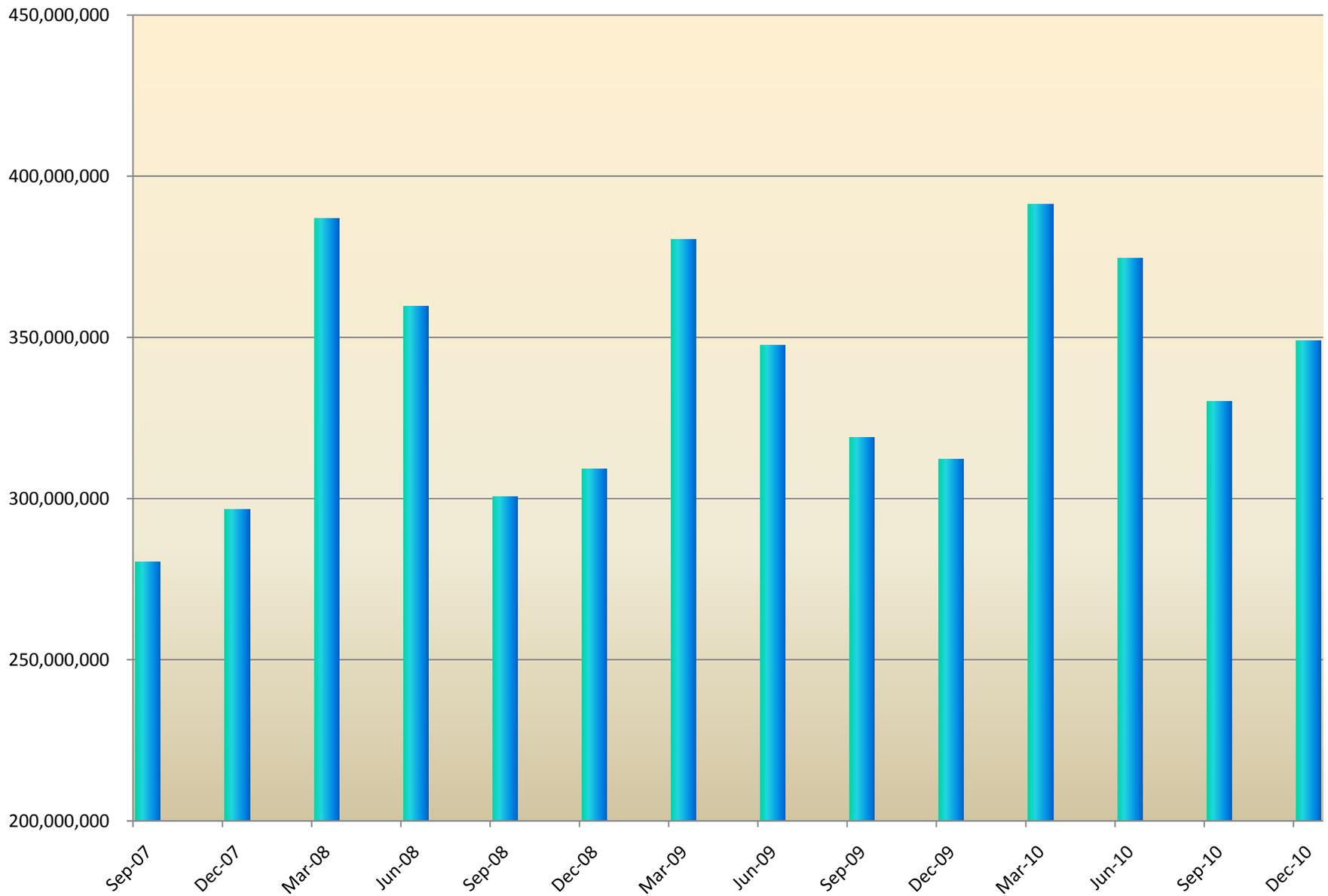
Portfolio Composition 12/31/10



Portfolio Maturities 12/31/10



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	September 30, 2010				December 31, 2010	
			Par Value	Adjusted Book Value	Purchase/ Adjustment	Maturity/Call/ Adjustment	Par Value	Adjusted Book Value
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.12%	06/01/12	-	-	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	1.06%	08/23/12	5,000,000.00	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.45%	08/23/13	1,500,000.00	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00
FFCB Bond	2.75%	09/30/14	14,305,000.00	14,438,594.87	-	(8,412.55)	14,305,000.00	14,430,182.32
FFCB Bond	0.97%	08/19/13	-	-	10,026,000.00	(1,645.57)	10,000,000.00	10,024,354.43
FHLB Bond	1.25%	10/08/10	20,000,000.00	20,000,000.00	-	(20,000,000.00)	-	-
FHLB Bond	1.05%	11/15/10	6,000,000.00	6,000,956.22	-	(6,000,956.22)	-	-
FHLB Bond	6.00%	05/13/11	1,000,000.00	1,028,877.30	-	(11,807.61)	1,000,000.00	1,017,069.69
FHLB Bond	3.13%	06/10/11	12,000,000.00	12,144,703.88	-	(52,619.59)	12,000,000.00	12,092,084.29
FHLB Bond	1.13%	07/18/11	5,630,000.00	5,619,875.49	3,200.88	-	5,630,000.00	5,623,076.37
FHLB Bond	1.38%	08/11/11	5,500,000.00	5,510,532.94	-	(3,076.29)	5,500,000.00	5,507,456.65
FHLB Bond	3.63%	09/16/11	-	-	13,315,980.40	(9,467.58)	13,000,000.00	13,306,512.82
FHLB Bond	0.30%	09/29/11	-	-	15,001,260.00	(36.00)	15,000,000.00	15,001,224.00
FHLB Bond	1.00%	02/27/12	8,000,000.00	8,003,450.50	-	(616.40)	8,000,000.00	8,002,834.10
FHLB Bond	1.30%	07/26/12	8,725,000.00	8,732,336.82	-	(1,015.02)	8,725,000.00	8,731,321.80
FHLB Bond	2.00%	09/14/12	17,000,000.00	17,199,723.33	-	(25,698.66)	17,000,000.00	17,174,024.67
FHLB Bond	0.75%	04/25/13	-	-	3,001,650.00	(117.73)	3,000,000.00	3,001,532.27
FHLB Bond	1.38%	09/12/14	10,000,000.00	10,054,542.50	-	-	10,000,000.00	10,051,065.08
FHLMC Bond	3.50%	05/05/11	3,000,000.00	3,040,861.67	-	(17,323.84)	3,000,000.00	3,023,537.83
FHLMC Bond	1.72%	04/11/13	-	-	3,086,610.00	(6,276.09)	3,000,000.00	3,080,333.91
FHLMC Bond	4.13%	09/27/13	15,000,000.00	16,238,500.38	-	(104,247.06)	15,000,000.00	16,134,253.32
FHLMC Bond	1.15%	07/28/14	-	-	10,985,319.94	-	11,000,000.00	10,985,319.94
FHLMC Bond	3.00%	07/28/14	-	-	11,820,710.00	(38,367.74)	11,000,000.00	11,782,342.26
FHLMC Bond	1.75%	09/10/15	17,000,000.00	17,088,408.31	-	(4,503.63)	17,000,000.00	17,083,904.68
FHLMC Bond	Step	09/23/15	17,000,000.00	17,000,000.00	-	-	17,000,000.00	17,000,000.00
FNMA Bond	5.05%	02/07/11	1,000,000.00	999,599.53	283.41	-	1,000,000.00	999,882.94
FNMA Bond	1.00%	04/04/12	6,000,000.00	5,989,919.81	1,680.03	-	6,000,000.00	5,991,599.84
FNMA Bond	1.13%	04/23/12	2,050,000.00	2,047,839.78	(2,047,839.78)	(2,050,000.00)	-	-
FNMA Bond	1.40%	07/26/13	10,000,000.00	9,991,989.94	715.46	-	10,000,000.00	9,992,705.40
FNMA Bond	1.25%	08/20/13	-	-	10,164,100.00	(10,375.97)	10,000,000.00	10,153,724.03
FNMA Bond	2.10%	06/30/14	6,000,000.00	5,987,068.99	869.00	-	6,000,000.00	5,987,937.99
FNMA Bond	Step	9/30/2014	8,785,000.00	8,785,000.00	-	-	8,785,000.00	8,785,000.00
TOTAL			\$ 328,316,323.19	\$ 330,224,105.45	\$ 51,963,199.91	\$ (28,836,563.55)	\$ 345,878,983.76	\$ 348,897,264.39

Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	September 30, 2010		Qtr to Qtr Change (1)	December 31, 2010	
			Par Value	Market Value		Par Value	Market Value
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	95,000.00	95,000.00
Certificate of Deposit	1.12%	06/01/12	-	-	245,000.00	245,000.00	245,000.00
Certificate of Deposit	1.06%	08/23/12	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.45%	08/23/12	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00
FFCB Bond	2.75%	09/30/14	14,305,000.00	14,477,761.48	(76,674.80)	14,305,000.00	14,401,086.68
FFCB Bond	0.97%	08/19/13	-	-	9,972,600.00	10,000,000.00	9,972,600.00
FHLB Note	1.25%	10/08/10	20,000,000.00	20,004,040.00	(20,004,040.00)	-	-
FHLB Note	1.05%	11/15/10	6,000,000.00	6,005,712.00	(6,005,712.00)	-	-
FHLB Note	6.00%	05/13/11	1,000,000.00	1,034,681.00	(14,066.00)	1,000,000.00	1,020,615.00
FHLB Note	3.13%	06/10/11	12,000,000.00	12,210,180.00	(72,468.00)	12,000,000.00	12,137,712.00
FHLB Note	1.13%	07/18/11	5,630,000.00	5,662,000.92	(9,700.49)	5,630,000.00	5,652,300.43
FHLB Note	1.38%	08/11/11	5,500,000.00	5,549,687.00	(15,554.00)	5,500,000.00	5,534,133.00
FHLB Note	3.63%	09/19/11	-	-	13,305,227.00	13,000,000.00	13,305,227.00
FHLB Note	0.30%	09/29/11	-	-	14,993,460.00	15,000,000.00	14,993,460.00
FHLB Note	1.00%	02/27/12	8,000,000.00	8,063,800.00	(12,408.00)	8,000,000.00	8,051,392.00
FHLB Note	1.30%	07/26/12	8,725,000.00	8,847,978.88	(20,503.76)	8,725,000.00	8,827,475.12
FHLB Note	2.00%	09/14/12	17,000,000.00	17,477,887.00	(74,392.00)	17,000,000.00	17,403,495.00
FHLB Note	0.75%	04/25/13	-	-	2,986,206.00	3,000,000.00	2,986,206.00
FHLB Note	1.38%	09/12/14	10,000,000.00	10,074,790.00	(109,360.00)	10,000,000.00	9,965,430.00
FHLMC Note	3.50%	05/05/11	3,000,000.00	3,056,943.00	(23,496.00)	3,000,000.00	3,033,447.00
FHLMC Note	1.72%	04/11/13	-	-	3,059,055.00	3,000,000.00	3,059,055.00
FHLMC Note	4.13%	09/27/13	15,000,000.00	16,452,480.00	(197,985.00)	15,000,000.00	16,254,495.00
FHLMC Note	1.15%	07/28/14	-	-	10,795,785.00	11,000,000.00	10,795,785.00
FHLMC Note	3.00%	07/28/14	-	-	11,579,469.00	11,000,000.00	11,579,469.00
FHLMC Note	1.75%	09/10/15	17,000,000.00	17,168,249.00	(458,490.00)	17,000,000.00	16,709,759.00
FHLMC Note	Step	09/23/15	17,000,000.00	17,031,654.00	(90,848.00)	17,000,000.00	16,940,806.00
FNMA Note	5.05%	02/07/11	1,000,000.00	1,016,922.00	(12,462.00)	1,000,000.00	1,004,460.00
FNMA Note	1.00%	04/04/12	6,000,000.00	6,049,326.00	(9,948.00)	6,000,000.00	6,039,378.00
FNMA Note	1.13%	04/23/12	2,050,000.00	2,053,089.35	(2,053,089.35)	-	-
FNMA Note	1.40%	07/26/13	10,000,000.00	10,023,380.00	(18,690.00)	10,000,000.00	10,004,690.00
FNMA Note	1.25%	08/20/13	-	-	10,065,340.00	10,000,000.00	10,065,340.00
FNMA Note	2.10%	06/30/14	6,000,000.00	6,025,164.00	1,698.00	6,000,000.00	6,026,862.00
FNMA Note	Step	09/30/14	8,785,000.00	8,767,869.25	(54,212.23)	8,785,000.00	8,713,657.02
TOTAL			\$ 328,316,323.19	\$ 331,374,918.07	\$ 17,037,400.94	\$ 345,878,983.76	\$ 348,412,319.01

(1) Does not include interest.

Allocation**December 31, 2010**

Book Value	% Equity in Treasury Pool	Book Value Fund Allocation
General Fund	13.78%	48,061,377.08
Debt Service Funds	4.77%	16,630,396.39
Capital Projects Funds	38.22%	133,334,896.48
Enterprise Funds	14.79%	51,590,462.90
Special Revenue Funds	8.06%	28,125,365.86
Internal Service Funds	14.30%	49,881,062.66
Fiduciary Funds	6.10%	21,273,703.02
Totals	100.00%	348,897,264.39

Market Value	% Equity in Treasury Pool	Market Value Fund Allocation
General Fund	13.78%	47,994,574.77
Debt Service Funds	4.77%	16,607,281.18
Capital Projects Funds	38.22%	133,149,569.31
Enterprise Funds	14.79%	51,518,755.39
Special Revenue Funds	8.06%	28,086,273.36
Internal Service Funds	14.30%	49,811,731.10
Fiduciary Funds	6.10%	21,244,133.90
Totals	100.00%	348,412,319.01

Allocations are based upon fund equity in the Treasury Pool at the end of the period.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		3/28/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas designating authorized representatives and investment officers of the City of Plano to transact business with TexPool/TexPool Prime, public funds investment pool; 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: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Designating authorized representatives and investment officers to transact business with the public funds investment pool relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This resolution approves the City of Plano's participation in TexPool, a public funds investment pool and designates authorized representatives and investment officers to transact business.				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas designating authorized representatives and investment officers of the City of Plano to transact business with TexPool/TexPool Prime, public funds investment pool; and providing an effective date.

WHEREAS, the City of Plano, Texas, ("Participant") is a local government of the State of Texas which has delegated to TexPool/TexPool Prime, public funds investment pool, the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

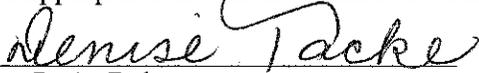
WHEREAS, it is necessary to designate, by Resolution, the Authorized Representatives of the Participant who are authorized to transmit funds for investment in TexPool/TexPool Prime and who are authorized to withdraw funds from time to time, to issue letters of instruction, and to take other actions deemed necessary or appropriate for the investment of local funds.

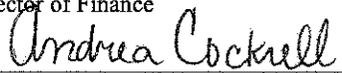
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

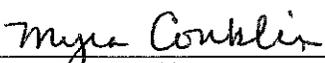
Section I. The individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool/TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

Section II. An Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool/TexPool Prime account or (2) is no longer employed by the Participant.

Section III. The following officers, officials or employees of the City of Plano are hereby designated as "Authorized Representatives" with full power and authority to transmit funds for investment in TexPool/TexPool Prime, deposit money and withdraw money from the City of Plano's TexPool/TexPool Prime account from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds of the City of Plano.

Signature: 
Printed Name: Denise Tacke
Title: Director of Finance

Signature: 
Printed Name: Andrea Cockrell
Title: Controller

Signature: 
Printed Name: Myra Conklin
Title: Treasurer

Signature: 
Printed Name: Amy Anderson
Title: Treasury Analyst

In accordance with TexPool/TexPool Prime procedures, an Authorized Representative shall promptly notify TexPool/TexPool Prime in writing of any changes in who is serving as Authorized Representatives.

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

DULY PASSED AND APPROVED this the 28th day of March, 2011.

Phil Dyer, 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				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/2011		
Department:		Budget & Research		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Casey Srader, x5152				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, transferring the sum of \$150,000 from the General Fund unappropriated fund balance to the General Fund operating appropriation for fiscal year 2010-11 for the purpose of providing funds for implementation of the Plano Star Program; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "A" to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	197,057,891	0
Encumbered/Expended Amount		0	0	0
This Item		0	150,000	0
BALANCE		0	197,207,891	0
FUND(S): GENERAL FUND				
<p>COMMENTS: Supplemental appropriations approved to date for the General Fund, including this item, total \$274,502. The current General Fund balance supports this supplemental appropriation in the amount of \$150,000. There is a companion agenda item in the amount of \$150,000 for a Professional Services Contract with CSL Marketing Group, LLC for implementation of the Plano Star Program.</p> <p>STRATEGIC PLAN GOAL: Providing additional funding for the Plano Star Program relates to the City's Goals of Financially Strong City with Service Excellence and Strong Local Economy.</p>				
SUMMARY OF ITEM				
Supplemental Appropriation No. 3				
<p>This supplemental appropriation will provide necessary funding to enter into a Professional Services Contract with CSL Marketing Group, LLC, for a term of one (1) year for the MP3 project Revenue Generation through Municipal Marketing. CSL Marketing Group will be seeking sponsorships for the program on behalf of the City.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Supplemental Appropriation Log			n/a	

An Ordinance of the City of Plano, Texas, transferring the sum of \$150,000 from the General Fund unappropriated fund balance for Fiscal Year 2010-11 to the General Fund operating appropriation for the purpose of providing funds for implementation of the Plano Star Program; amending the budget of the City and Ordinance 2010-9-8, Section 1, Item "A" as amended, to reflect the actions taken herein; declaring this action to be a case of public necessity; and providing an effective date.

WHEREAS, the City Council of the City of Plano approved and adopted the budget for the City for Fiscal Year 2010-11 setting the appropriations for the General Fund at \$197,057,891; and

WHEREAS, the City of Plano will engage in a Professional Services Contract with CSL Marketing, LLC for implementation of the Plano Star Program; and

WHEREAS, the City Council deems it to be in the best interest of the City of Plano and its citizens to expend public funds to implement the Plano Star Program; and

WHEREAS, such necessary and essential costs cannot be fully met through appropriations in the existing budget; and

WHEREAS, the City Council now finds that additional appropriations to the General Fund operating appropriation should be made in order to provide additional funding for implementation of the Plano Star Program, and that such action is a public necessity.

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

SECTION I. The sum of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) is hereby transferred from the General Fund unappropriated fund balance to the General Fund operating appropriation.

SECTION II. The budget of the City of Plano for Fiscal Year 2010-11 as adopted by Ordinance No. 2010-9-8 is amended to reflect the action taken herein.

SECTION III. The actions taken herein are found and declared to be a case of public necessity.

SECTION IV. This supplemental appropriation Ordinance No. 3 shall become effective immediately from and after the date of its passage.

DULY PASSED AND APPROVED THIS THE 28th DAY OF MARCH, 2011.

Phil Dyer, **MAYOR**

ATTEST:

Diane Zucco, **CITY SECRETARY**

Diane C. Wetherbee, **CITY ATTORNEY**

**FY 2010-11
SUPPLEMENTAL APPROPRIATIONS**

Description	Department	Amount
Supplemental Appropriation for Pecan Hollow Golf Course sales tax audit.	Parks & Recreation	82,502
Supplemental Appropriation for auditing of additional major programs.	Accounting	42,000
Supplemental Appropriation for MP3's Plano Star Program.	City Manager	150,000
TOTAL GENERAL FUND APPROPRIATIONS		<u>\$ 274,502</u>
TOTAL CATV FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL MUNICIPAL DRAINAGE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL WATER & SEWER FUND		<u>\$ -</u>
TOTAL SUSTAINABILITY & ENVIRONMENTAL FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL CONVENTION & TOURISM FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY/LIABILITY FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL PROPERTY MANAGEMENT FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL GOLF COURSE FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL RECREATION FUND APPROPRIATIONS		<u>\$ -</u>
TOTAL INTERNAL SERVICE FUNDS AND OTHER FUNDS APPROPRIATIONS		<u>\$ -</u>
GRAND TOTAL ALL FUNDS		<u>\$ 274,502</u>



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	03/28/2011
Department:	Human Resources
Department Head	Lashon Ross
Agenda Coordinator (include phone #): Shirley Montgomery, ext 7296	

CAPTION

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2010-11-15; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department in a rank less than Battalion Chief serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0

FUND(S): GENERAL FUND

COMMENTS: This item has no fiscal impact because the Police Field Officer Training pay is already included in the 2010-11 Operating Budget. Changing the daily rate to accommodate changes in the shifts at the Police has no monetary impact to the dollar per hour rate currently in use.

STRATEGIC PLAN GOAL: Accomodating the changes in Police Department Shifts by modifying the current Field Training Officers ordinance is related to the City's goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

City of Plano ordinance governs the assignment pay provided to Plano Police Officers assigned to the Field Training Program. That assignment pay rate is set at \$19.00 per day for an 8 hour day. Some Field Training Program Officers are now scheduled to work twelve hour shifts. This results in fewer work days during each pay period. A pay rate of \$28.50 for each twelve hour day of a field training assignment, or of \$23.75 for each ten hour day during a training assignment, would equate to the same hourly base rate of \$23.75 per hour of the training assignment currently in effect for a scheduled eight hour work day.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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



P.O. Box 860358
Plano, Texas 75086-0358
972-941-2135

<http://www.planopolice.org>

MEMORANDUM

DATE: March 4, 2011
TO: Chief of Police Greg Rushin
FROM: Captain Dan Pirozzo
SUBJECT: Proposed Revision to Ordinance 2010-11-15 / Field Training Officer Pay

City of Plano Ordinance No. 2010-11-15 governs the assignment pay provided to Plano Police Officers assigned to the Field Training Program while providing training to a police recruit. That assignment pay rate is set by the ordinance at "\$19.00 per day for the period of the assignment." That rate of pay is in effect for officers assigned to work shifts of eight hours duration during a five day work week. The \$19.00 daily pay rate results in an officer receiving \$2.375 per hour for each hour of the scheduled eight hour duty day. Because some officers assigned to the Field Training Program are now scheduled to work shifts of twelve hours duration, resulting in fewer work days during each pay period, the \$19.00 daily pay rate set by Ordinance No. 2010-11-15 for an eight hour work day requires adjustment. A pay rate of \$28.50 for each twelve hour day of a field training assignment, or of \$23.75 for each ten hour day during a training assignment, would equate to the same hourly base rate of \$2.375 per hour of the training assignment currently in effect for a scheduled eight hour work day. The proposed revision to City of Plano Ordinance 2010-11-15 would make the ordinance relevant to the change in scheduled work shifts of Police Department personnel. Please note the proposed change in italics.

Section VII. In accordance with Section 143.03 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Police Department who are assigned to and perform the following duties and responsibilities of the field training officers program shall receive \$19.00 per day of the assignment *for a scheduled work day of eight hours duration, or \$23.75 for a scheduled work day of ten hours duration, or \$28.50 for a scheduled work day of twelve hours duration.*

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2010-11-15; establishing a certification pay plan for classified members of the Plano Fire and Police Departments; establishing an assignment pay plan for members of the Plano Fire Department in a rank less than Battalion Chief serving in the capacity of paramedic; establishing a Paramedic Preceptor pay plan for members of the Plano Fire Department; establishing an assignment pay plan for members of the Plano Police Department serving in the capacity of Field Training Officers; and providing a repealer clause, a severability clause and an effective date.

Whereas, on November 22, 2010 by Ordinance No. 2010-11-15, the City Council of the City of Plano, Texas, established certification and assignment pay plans for members of the Fire and Police Departments of the City of Plano; and

Whereas, the City Council has reviewed the assignment pay for the Police Department Field Training Program as provided under Ordinance 2010-11-15 Section VII and is of the opinion the subject assignment pay should be amended to reflect the eight, ten and twelve hour work days; and

Whereas, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended the City Council desire to adopt the Police and Fire Departments certification pay plan; Police and Fire Departments assignment pay plan; Fire Department preceptor pay plan.

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

Section I. Ordinance No. 2010-11-15 duly passed and approved by the City Council of the City of Plano, Texas on November 22, 2010 is repealed in its entirety effective March 28, 2011.

Section II. In accordance with Section 143.044 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes the following certification pay plan for classified members of the Plano Fire and Police Departments:

Fire Department

Texas Commission on Fire Protection Standards and Education

<u>Basic Certificate</u>	<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
-0-	\$60/mo	\$80/mo	\$120/mo

Police Department

Texas Commission on Law Enforcement Standards and Education

<u>Basic Certificate</u>	<u>Intermediate</u>	<u>Advanced</u>	<u>Master</u>
-0-	\$60/mo	\$80/mo	\$120/mo

Section III. Classifications for certification compensation for classified members of the City of Plano Fire and Police Departments are as set forth in Section II above. Advancements within the structure set forth in Section II above shall be allowed as established by the Rules and Regulations formulated by the Texas Commission on Fire Protection Standards and Education (Fire) and the Texas Commission on Law Enforcement Officers' Standards and Education (Police).

Section IV. In accordance with Section 143.042 of the Texas Local Government Code and the Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes an assignment pay plan which shall be applicable to members of the City of Plano Fire Department who are (1) certified as an EMT-Paramedic by the Texas Department of Public Health, (2) authorized to practice as a paramedic in the City of Plano EMS System by the Emergency Medical Director for the City of Plano, (3) are in a rank less than Battalion Chief, and (4) are assigned such duties by the Fire Chief of the City of Plano as follows:

<u>Years of Service as Assigned Paramedic</u>	<u>Monthly Assignment Pay</u>
<48 months	\$149
48 months	\$297
96 months	\$446
144 months	\$594

Section V. Paramedic assignment pay shall be initiated at the beginning of the pay period next following receipt of authorization from the Emergency Medical Director to practice as a paramedic in the Plano EMS system and advancement within the structure set forth in Section IV above shall be allowed at the beginning of the pay period immediately following the paramedic's reaching of the service years shown. All prior years of service in which a paramedic was assigned by the Fire Chief of the City of Plano and approved by the Medical Director to practice as a paramedic in the Plano EMS System shall be considered when placing existing paramedics in the structure set forth in Section IV.

Section VI. In accordance with Section 143.042 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Fire Department who are assigned to and perform the following duties shall receive the following additional compensation for the period of assignment:

Paramedic Preceptor	\$45.00 per 24 hour shift
---------------------	---------------------------

Section VII. In accordance with Section 143.043 of the Texas Local Government Code and Rules and Regulations of the City of Plano Fire Fighters' and Police Officers' Civil Service Commission, the City of Plano hereby establishes that members of the Plano Police Department who are assigned to and perform the following duties and responsibilities of the field training officers program shall receive \$19.00 per day for a scheduled work day of eight hours duration, or \$23.75 for a scheduled work day of ten hours duration, or \$28.50 for a scheduled work day of twelve hours duration.

Section VIII. The assignment pay for Shift Personnel Coordinator in the amount of \$45.00 per 24 hour shift remains eliminated as of November 22, 2010.

Section IX. All provisions of the Ordinances of the City of Plano, codified and uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section X. It is the intention of the City Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section XI. Upon passage, this Ordinance shall become effective March 28, 2011.

DULY PASSED AND APPROVED, this, the 28th day of March, 2011.

Phil Dyer, 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				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/2011		
Department:		City Secretary		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Sharon Kotwitz X7120				
CAPTION				
An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 93 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: this item has no fiscal impact.				
SUMMARY OF ITEM				
Adoption of this ordinance enables this supplement to be admissible in court.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 93 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas adopted a new Code of Ordinances upon adoption of Ordinance No. 87-3-14, on March 9, 1987; and

WHEREAS, Sections V and VI of Ordinance No. 87-3-14 provide for amendment to said Code of Ordinances; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 93; and

WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 93 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 93 as prepared by the codifier.

Section II. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 28th day of March, 2011.

Phil Dyer, 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				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/11		
Department:		City Secretary's Office		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Alice Snyder, X7515				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Section 2-313. Duties and responsibilities of Article XVII. Board and Commission Review Committee, 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: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Amending Section 2-313, duties and responsibilities of Article XVII, Board and Commission Review Committee relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
Amendments requested by Council at meeting of March 9, 2011 to include time frames for board review and Council liaison input.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, amending Section 2-313. Duties and responsibilities of Article XVII. Board and Commission Review Committee, of Chapter 2 Administration of the City of Plano Code of Ordinances and providing an effective date.

WHEREAS, the City Council created the Board and Commission Review Committee by Ordinance No. 2003-3-9, passed on March 24, 2003, and codified as Article XVII. Board and Commission Review Committee of Chapter 2 Administration of the City of Plano Code of Ordinances and includes Section 2-313 Duties and responsibilities; and

WHEREAS, the City Council of the City of Plano finds and determines that the duties and responsibilities should be amended to require that the board meet as needed, but no less than every five years, present their findings to the full Council following said meetings and consider input from Council liaisons to the boards and commissions; and

WHEREAS, the City Council of the City of Plano, Texas, after consideration of the recommendation of staff and upon full review and consideration of all matters attended and related thereto, is of the opinion that the recommended changes are necessary and in the best interest of the City of Plano and its citizens.

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

Section I. Section 2-313. – Duties and responsibilities of Article XVII – Board and Commission Review Committee is hereby amended to read as follows:

“The Committee shall have the following duties and responsibilities:

- (1) Prepare and keep current a list of all existing boards and commissions of the City. The Committee shall prioritize and set a review schedule of such boards and commissions utilizing input from City Council board and commission liaisons. All boards and commissions shall be reviewed at least every five years.
- (2) The Committee shall review and conduct a performance evaluation of those boards and commissions on the review schedule
- (3) Present a follow-up report to the City Council of the Committee’s recommendations as to whether the reviewed boards and commissions should be abolished, continued or reorganized.

(4) Monitor implementation of prior City Council approved recommendations and actions.”

Section II. The repeal of any ordinance or part of ordinances 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 III. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any portion of this Ordinance.

Section IV. All provisions of the Code of 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 Code of Ordinances of the City of Plano, codified or not codified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section V. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED this the 28th day of March, 2011.

Phil Dyer, 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				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/11		
Department:		City Secretary's Office		
Department Head		Diane Zucco		
Agenda Coordinator (include phone #): Alice Snyder, X7515				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Ordinance No. 2011-2-5, ordering an election to be held on May 14, 2011, for the purpose of electing four (4) Members of Council, by expanding the list of early voting polling locations; and providing a repealer clause, and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Additional early voting sites outside of Plano relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
With exception of the main early voting location, all early voting sites outside of Plano are provided at no cost.				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, amending Ordinance No. 2011-2-5, ordering an election to be held on May 14, 2011, for the purpose of electing four (4) Members of Council, by expanding the list of early voting polling locations; and providing a repealer clause, and an effective date.

WHEREAS, on date February 14, 2011, by Ordinance No. 2011-2-5, the City Council ordered an election to be held on Saturday, May 14, 2011, for the purpose of electing four (4) City Council Members to fill the following expiring terms on the Plano City Council: Place No. 1 (District 1), Place No. 3 (District 3), Place No. 5 and Place No. 7, each such term being for a period of three (3) years; and

WHEREAS, The Collin County Elections Administrator has provided an expanded list of early voting polling locations for this election throughout the county as provided for in Ordinance No. 2011-2-5 (attached as Exhibit "A"); and

WHEREAS, The City Council of the City of Plano hereby finds and determines that expanding the list of early voting locations would be in the best interest in serving the citizens of the City of Plano.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT;

Section I. Section V. of Ordinance 2011-2-5 is amended to expand the list of early voting locations as shown by Exhibit "A":

Section II. The Mayor, through the City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this election.

Section III. 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 VIII. This ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 28TH day of March, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Notice of Early Voting - May 14, 2011
Aviso de Votación Temprana – 14 de Mayo, 2011

The following early voting sites are available to all Collin County registered voters with an effective date on or before May 14, 2011, living in the following jurisdictions:

Cities: Allen, Blue Ridge, Celina, Fairview, Frisco, Lowry Crossing, McKinney, Melissa, Murphy, Plano, Princeton, Prosper and Wylie

Independent School Districts: Allen, Anna, Blue Ridge, Celina, Frisco, Lovejoy, McKinney, Melissa, Plano, Princeton, Prosper, Wylie

Los siguientes centros de votación temprana son disponibles a todos los votantes de Collin County quienes tienen una fecha vigente de registro antes de o a partir del 14 de Mayo 2011 y quienes viven en las siguientes jurisdicciones:

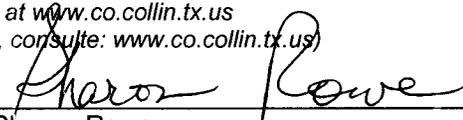
Ciudades: Allen, Blue Ridge, Celina, Fairview, Frisco, Lowry Crossing, McKinney, Melissa, Murphy, Plano, Princeton, Prosper and Wylie

Distritos Escolares Independientes: Allen, Anna, Blue Ridge, Celina, Frisco, Lovejoy, McKinney, Melissa, Plano, Princeton, Prosper, Wylie

City (Ciudad)	Early Voting by Personal Appearance Polling Location (Ubicación de casillas electorales para votación adelantada en persona)	Address (Dirección)	Early voting by Personal Appearance Dates/Time (Fechas / Horario para votación adelantada en persona)	Early Voting by Mail* (Votación adelantada por correo*)
Allen	Allen Municipal Court Facility (Corte Municipal de la Ciudad de Allen)	301 Century Parkway Allen, TX 75013	5/2-5/4 8:00a.m. – 5:00p.m. ----- 5/5 8:00a.m. – 7:00p.m. ----- 5/6-5/7 8:00a.m. – 5:00p.m. ----- 5/9 – 5/10 7:00a.m. – 7:00p.m.	Sharon Rowe Collin County Elections Administrator (Administrador Electoral del Condado de Collin) 2010 Redbud Blvd., Suite 102 McKinney, TX 75069
Allen	Lovejoy ISD Administration Center (Centro de Administración del Distrito Escolar Independiente de Lovejoy)	259 Country Club Road Allen, TX 75002	5/2-5/6 8:00a.m. – 5:00p.m. ----- 5/9 – 5/10 7:00a.m. – 7:00p.m.	
Anna	Anna City Hall Annex (Anexo del Ayuntamiento de Anna)	111 N. Powell Pkwy. Anna 75409	5/2-5/4 8:00a.m. – 5:00p.m. ----- 5/6 8:00a.m. – 5:00p.m. ----- 5/05 and 5/9 7:00a.m. – 7:00p.m. ----- 5/10 8:00a.m. – 5:00p.m.	
Blue Ridge	Blue Ridge City Hall (Ayuntamiento de Blue Ridge)	200 W. FM 545 Blue Ridge, TX 75424	5/2-5/4 8:00a.m. – 5:00p.m. ----- 5/5 8:00a.m. – 7:00p.m. ----- 5/6-5/7 8:00a.m. – 5:00p.m. ----- 5/9 – 5/10 7:00a.m. – 7:00p.m.	
Celina	Administration Building Celina ISD (Sede de la Administración del ISD Celina)	205 S. Colorado Celina, TX 75009	5/2 – 5/4 8:00a.m. – 5:00p.m. ----- 5/5 8:00a.m. – 7:00p.m. ----- 5/6 8:00a.m. – 5:00p.m. ----- 5/9 – 5/10 7:00a.m. – 7:00p.m.	
Dallas	Renner Frankford Library (Biblioteca Renner Frankford)	6400 Frankford Road Dallas, TX 75252	5/2 – 5/4 8:00a.m. – 5:00p.m. ----- 5/5 8:00a.m. – 7:00p.m. ----- 5/6 – 5/7 8:00a.m. – 5:00p.m. ----- 5/9 – 5/10 7:00a.m. – 7:00p.m.	
Fairview	Puster Elementary School (Escuela Primaria Puster)	856 Stoddard Rd Fairview, TX 75069	5/3 8:00a.m. – 5:00p.m.	
Fairview	Sloan Creek Middle School (Escuela Primaria Sloan Creek)	440 Country Club Rd Fairview, TX 75069	5/10 8:00a.m. – 5:00p.m.	
Frisco	Frisco Lakes Village Center (Centro Comunitario de Frisco Lakes)	7277 Frisco Lakes Dr. Frisco, TX 75034	5/2 – 5/4 8:00a.m. – 5:00p.m. ----- 5/5 8:00a.m. – 7:00p.m. ----- 5/6 – 5/7 8:00a.m. – 5:00p.m. ----- 5/9 – 5/10 7:00a.m. – 7:00p.m.	
Frisco	Collin College – Preston Ridge Campus (Campus Preston Ridge – Universidad Collin)	9700 Wade Blvd, Frisco, TX 75035	5/5 8:00a.m. – 7:00p.m. ----- 5/6 – 5/7 8:00a.m. – 5:00p.m. ----- 5/9 – 5/10	
Frisco	Frisco Fire Station #4 (Estación de Bomberos #4 de Frisco)	4485 Cotton Gin Frisco, TX 75034	5/9 – 5/10	

Frisco	Heritage Lakes Amenities Center (Centro de Servicios Heritage Lakes)	3949 Village Blvd. Frisco, TX 75034	7:00a.m. – 7:00p.m.	Sharon Rowe Collin County Elections Administrator (Administrador Electoral del Condado de Collin) 2010 Redbud Blvd., Suite 102 McKinney, TX 75069
Lowry Crossing	Lowry Crossing City Hall (La Municipalidad de Lowry Crossing)	1405 S. Bridgefarmer Road Lowry Crossing, TX 75069		
Lucas	Hart Elementary School (Escuela Primaria Hart)	450 County Club Lucas, TX 75002	5/9 8:00a.m. – 5:00p.m.	
Lucas	Lovejoy High School (Escuela Secundaria Lovejoy)	2350 Estates Parkway Lucas, TX 75002	5/2 8:00a.m. – 5:00p.m.	
Melissa	Melissa City Hall (Ayuntamiento de Melissa)	3411 Barker Ave. Melissa, TX 75454		
McKinney	Collin College – Central Park Campus (Campus Central Park – Universidad Collin)	2200 West University Drive McKinney, TX 75070		
McKinney	Collin County Elections Admin. Office – MAIN EV Location (Oficina Electoral Administrativa del Condado de Collin)	2010 Redbud Blvd., Suite 102 McKinney, TX 75069		
McKinney	Fire Station #5 (Estación de Bomberos #5)	6600 W. Virginia Parkway McKinney, TX 75071	5/2 – 5/4 8:00a.m. – 5:00p.m.	
McKinney	McKinney Performing Arts Center (Centro de las Artes Mckinney)	111 N. Tennessee Street McKinney, TX 75069	5/5 8:00a.m. – 7:00p.m.	
Murphy	Murphy Municipal Complex (Complejo Municipal Murphy)	206 N. Murphy Road Murphy, TX 75094	5/6 – 5/7 8:00a.m. – 5:00p.m.	
Plano	Christ United Methodist Church (Cristo Unio la Iglesia metodista)	3101 Coit Road Plano, TX 75075	5/9 – 5/10 7:00a.m. – 7:00p.m.	
Plano	Christopher A. Parr Library (Biblioteca Christopher A. Parr)	6200 Windhaven Parkway Plano, TX 75093		
Plano	Collin College – Spring Creek Campus (Campus Spring Creek – Universidad Collin)	2800 E. Spring Creek Pkwy Plano, TX 75074		
Plano	Haggard Library (Biblioteca Haggard)	2501 Coit Road Plano, 75075		
Plano	Harrington Library (Biblioteca Harrington)	1501 18th Street Plano, TX 75074		
Plano	Plano ISD Administration Center (Centro Administrativo del ISD Plano)	2700 W. 15th Street Plano, TX 75075		
Princeton	Princeton City Hall (Ayuntamiento de Princeton)	123 W. Princeton Dr. Princeton, TX 75407	5/2 – 5/4 8:00a.m. – 5:00p.m. ----- 5/5 8:00a.m. – 7:00p.m. ----- 5/6 8:00a.m. – 5:00p.m. ----- 5/9 – 5/10 7:00a.m. – 7:00p.m.	
Prosper	Prosper Municipal Chambers (Complejo Municipal Prosper)	108 W. Broadway Prosper, TX 75078	5/2 – 5/4 8:00a.m. – 5:00p.m. ----- 5/5 7:00a.m. – 7:00p.m. ----- 5/6 8:00a.m. – 5:00p.m. ----- 5/9 7:00a.m. – 7:00p.m. ----- 5/10 8:00 a.m. – 5:p.m.	
Wylie	Wylie Municipal Complex (Library) (Complejo Municipal Wylie) (Biblioteca)	300 Country Club Rd. Bldg. 300 Wylie, TX 75098	5/2 – 5/4 8:00a.m. – 5:00p.m. ----- 5/5 8:00a.m. – 7:00p.m. ----- 5/6 – 5/7 8:00a.m. – 5:00p.m. ----- 5/9 – 5/10 7:00a.m. – 7:00p.m.	

Additional voting information is available at www.co.collin.tx.us
(Para información adicional sobre las elecciones, consulte: www.co.collin.tx.us)


Sharon Rowe
Collin County Elections Administrator
(Administrador Electoral del Condado de Collin)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/28/2011		
Department:		Budget		
Department Head		Karen Rhodes-Whitley		
Agenda Coordinator (include phone #): Anita Bell, x7194				
CAPTION				
Presentation of the 2010-11 Status Report and Three-Year Financial Forecast to City Council.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Presentation of the 2010-11 Status Report and Three-Year Financial Forecast to City Council.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
2010-11 Status Report				

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**CITY OF PLANO, TEXAS
2010-11 STATUS REPORT
AND**

**THREE-YEAR FINANCIAL FORECAST
Fiscal Year 2011-12 through 2013-14**

Phil Dyer, Mayor

Mayor Pro Tem

Lee Dunlap

Place 8

Deputy Mayor Pro Tem

Pat Miner

Place 1

Council Members

Ben Harris

Place 2

André Davidson

Place 3

Lissa Smith

Place 4

Harry LaRosiliere

Place 5

Jean Callison

Place 7

Bruce D. Glasscock, City Manager
Karen Rhodes-Whitley, Director of Budget & Research
Casey Srader, Budget Manager

Karen Rhodes-Whitley
Director of Budget & Research
x7472

Casey Srader
Budget Manager
x5152

Carla Rude
Budget Consultant
x7407

Elizabeth Dorrance
Budget Consultant
x7146

Steve Tillman
Budget Analyst II
x5470

Matt Yager
Budget Analyst II
x5220

Anita Bell
Budget Analyst I
x7194

This document was prepared by the City of Plano, Budget & Research Department.

For additional information, contact:
Budget & Research Department
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358
(972) 941-7194
www.plano.gov/departments/budget



March 28, 2011

Honorable Mayor & City Council
City of Plano
Plano, Texas 75074

Dear Mayor and Council Members:

I am pleased to present to you the City of Plano's Three-Year Financial Forecast for Fiscal Years 2011-12 through 2013-14. The purpose of this forecast is to review the status of the 2010-11 Budget and provide the City with the opportunity to take **A Look Ahead** into the future, identifying the challenges and opportunities facing the City of Plano over the next three years. The Three-Year Financial Forecast focuses on the General Fund, General Obligation Debt Fund, and the City's major enterprise funds – Water & Sewer, Sustainability & Environmental Services, Municipal Drainage, Convention & Tourism and Recreation Revolving. Due to the current closure of the golf course, the Municipal Golf Course Fund has not been included within this forecast. The fund will be reinstated in the forecast once the golf course has re-opened.

The financial projections included in the forecast will become the foundation for the development of the FY 2011-12 Budget. With the identification of significant financial and non-financial trends and issues in this report, Council and Management can proceed in developing goals, objectives and priorities for the coming year as well as the next three years.

Since FY 2008-09, the City Council and staff have worked diligently to offset the budgetary effects of the current economic downturn. In all, a total of \$32.5 million in expenditure reductions and \$2.5 million in increased revenues have been applied to the General Fund including the elimination of (129) full-time positions and (17) part-time positions. The City of Plano is still experiencing the effects of this latest economic downturn and we are projecting once again a General Fund budget deficit for Fiscal Year 2011-12 totaling \$9.3 million. In Fiscal Year 2012-13, the deficit increases to \$21.2 million and then \$19.1 million in Fiscal Year 2013-14.

Keep in mind that every annual budget adopted by City Council is statutorily required to be balanced, so these unbalanced projected numbers reflect the work which must be done every year to get expenditures in line with revenues. The purpose of including a "deficit" or "additional revenues/expenditure reduction" line in this forecast is to reveal a structural imbalance that must be eliminated. Even though a deficit is identified, one of the keys to this Financial Forecast is the fact that any fund deficits are assumed to be rectified in the year when the deficit is projected to occur.

Based on preliminary discussions with both Collin County and Denton County Central Appraisal Districts, total assessed property values are projected at \$24.2 billion with existing property values projected to decrease by 3.00% or \$740.4 million overall. This translates into a loss in revenue totaling \$3.6 million from existing property values. New growth is projected to increase by \$300 million in FY 2011-12.

Phil Dyer
Mayor

Lee Dunlap
Mayor Pro Tem

Pat Miner
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Lissa Smith
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Bruce D. Glasscock
City Manager

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

The ad valorem tax rate of 48.86 cents per \$100 of assessed property valuation is maintained throughout the forecast, and the amount allocated between debt and operations is adjusted accordingly. Due to the issuance of several large Tax Notes for public safety projects, increased bond sales over the last several years coupled with the projected loss in property value, an additional .35 cents will be required to be transferred to the General Obligation Debt Fund during FY 2011-12 and .45 cents in FY 2012-13 from the General Fund. The combined impact of these transfers translates to a loss in revenue to fund operations totaling \$2.0 million. However, in FY 2013-14, due to the payoff of the first phase of the MotoMesh project tax notes and the projected 1% increase in assessed property values, the General Obligation Debt Fund requirements are projected to be reduced allowing 1.06 cents of the property tax rate or \$2.6 million to be available to transfer back to fund General Fund operations

Sales Tax, the General Fund's second largest revenue source, is projected to remain at the original adopted budget of \$57.0 million. Several years ago, a decision was made to project \$57.0 million in sales tax collections every year to be used to fund operations. Any amount collected over this amount will be used to purchase one-time expenditures or will be transferred to the Capital Reserve Fund. Currently, sales tax collections for the first five months of the fiscal year are up \$1.4 million or 6.4%. Due to the volatility of this revenue source, the slowdown in the economy, higher fuel prices, and the increasing loss of retail market share to surrounding communities, sales tax collections are projected to remain constant at \$57.0 million for the forecast period; however, a positive trend is developing and the City has the potential to collect more than our forecasted amount.

In addition, due to a significant drop in court fines, the FY 2010-11 Municipal Court fines are projected to decrease by \$2.5 million this fiscal year and return to a normal collection pattern next year. Building and Development related revenues are currently trending the same as last year's collections and have been adjusted to reflect this pattern. Due to an anticipated slow down in construction for FY 2011-12, our projections include a 25% decline for next year, then a 15% for 2012-13 and 10% for FY 2013-14.

During FY 2008-09, the Convention and Tourism Fund experienced a \$1.0 million decline in Hotel/Motel tax collections from \$5.0 million to \$4.0 million due to the economic slowdown and decreased occupancy rates and stays. While we are anticipating increased Hotel/Motel tax collections for the remainder of this year to be \$4.2 million, we still have not returned to our normal collection pattern and the fund will begin to carry a budget deficit beginning in FY 2012-13. The decrease in Hotel/Motel taxes will directly affect the amount allocated to the Cultural Arts, Historic Preservation and Special Events grants funding for the forecast period and will be discussed in greater detail within the Convention and Tourism Fund financial forecast section of this document.

It is necessary for the Municipal Drainage Fund to maintain a significant fund balance due to revenue requirements. A positive fund balance is projected through FY 2011-12 but is projecting a negative fund balance beginning in FY 2012-13 due primarily to the increasing need for capital project funding for infrastructure improvements. The Budget Department will be conducting a rate study to reevaluate the Drainage Rate Model to insure the revenue is keeping pace with debt requirements.

Listed below are additional significant features and issues contained within the forecast.

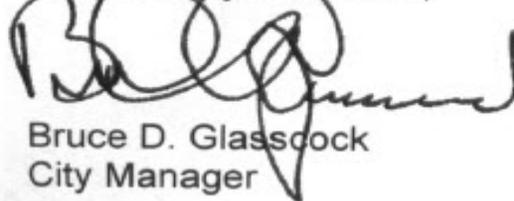
Significant Features and Issues of the Forecast

- **Not included** in the fund projections are program enhancements relating to increases for mandates, growth, increased services, technology requests, and other causes for the three-year period. All discretionary items will be examined on their individual merit during the budget development process in each year.
- **No** salary increases have been included for either Civil Service or Non-Civil Service employees in the forecast. In addition, attrition is projected at 2.5% for the General Fund and 0.5% for all other funds.
- **No** inflation has been included in our operating expenditure projections. Even though inflation is currently running around 3%, all inflationary financial increases will be absorbed within the current operating budget.

- The elimination of the TIF #1 payment has been included in the forecast. The TIF #1 portion projected to be returned to the General Fund during FY 2011-12 is \$757,250 and \$369,442 to the General Obligation Debt Fund.
- A 5% health insurance increase, an additional 1% per year for TMRS and a decrease in the RSP rate from 3.64% to 3.23% are included throughout the forecast.
- Assumed to be funded within the forecast are all operating expenditures associated with CIP Projects coming on-line during the forecast period. For FY 2011-12, the total is \$454,423 for the opening of the Carpenter Park Rec Center expansion and Fire Station #13, as well as the completion of several Parks and Recreation improvements. In FY 2012-13, operating costs coming on-line increase to \$2.1 million primarily due to the hiring of 15 firefighters for Fire Station #13 and in FY 2013-14, increase an additional \$3.2 million due to the hiring of 15 firefighters to man Ladder Truck #5.
- Funding for the Economic Development Incentive Fund has been included throughout the forecast. The forecast includes the actual two-cent property tax revenue at \$4.8 million for FY 2011-12, \$4.9 million for FY 2012-13 and \$5.0 million for FY 2013-14. The Economic Development Incentive Fund was implemented in FY 2006-07 in order to remain competitive with surrounding neighboring cities in our effort to attract businesses to the area and to provide funding for redevelopment purposes.
- The General Fund includes \$1 million for the purchase of library books in each year of the forecast.
- The forecast assumes issuing approximately \$31.2 million in new debt in FY 2011-12, \$30.9 million in FY 2012-13 and \$30.0 million in FY 2013-14. The projected debt figures **do not** include the issuance of new debt for the Arts of Collin County project with no additional operating expenditures included at this time.
- Based on the preliminary information received from North Texas Municipal Water District, both water and sewer rates will be increased dramatically throughout the forecast period. Water rates are scheduled to increase approximately 8% to 12% in each year of the forecast, with annual expenditures increases based on the current take or pay minimum of 26.7 billion gallons. For FY 2011-12, the annual water rate is projected at \$1.54 per thousand gallons, for FY 2012-13 at \$1.68, and for FY 2013-14 at \$1.82. Wastewater costs are projected to increase 5.7% for FY 2011-12, then increase 8.1% for FY 2012-13, and increase 6.8% for 2013-14. The forecast proposes passing through all water and sewer rate increases proposed by NTMWD effective November 1st in each year. The forecast also assumes a return to FY 2005-06 water usage consumption of 26.4 billion gallons which is close to our 26.7 billion gallon take or pay contract.

My special thanks are offered to all Department Managers, the Executive Team and the Budget & Research Department for their cooperation in putting together this Financial Forecast. In addition, I look forward to discussing this information with you at the March 28th Council meeting and also at our Budget Worksession scheduled for April 4th.

Respectfully submitted,



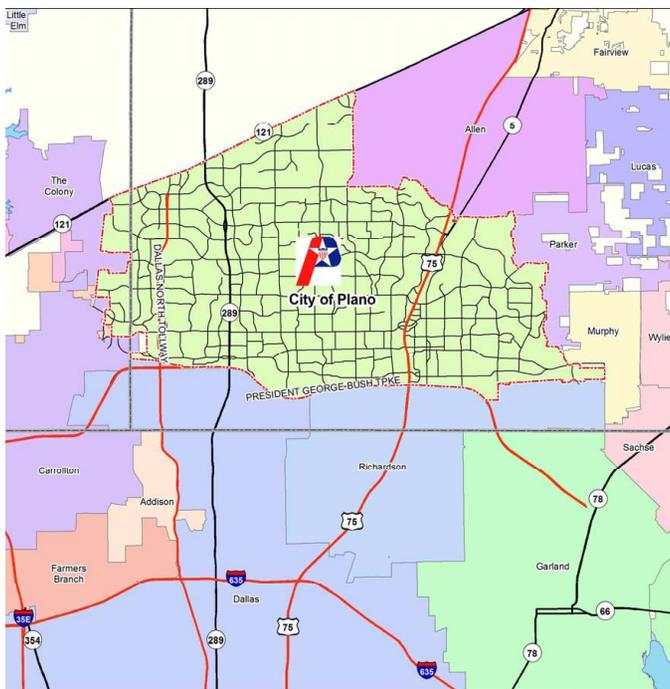
Bruce D. Glasscock
City Manager



New Horizons, a City of Plano Economic Overview

The Economic Outlook and Overview is intended to serve as a forecast and budgetary planning tool for the citizens and leaders of Plano. This publication attempts to provide the reader with a realistic, yet sensible financial overview of the present and future financial conditions of the City. This document begins the 2011-12 budgetary planning process for the citizens and businesses of Plano under a united belief that we live, work, and play in one of the finest communities in the nation. Here are a few of the key ingredients that really “make” this community:

All America City! Plano, Texas is home to 261,332 (Population est., January 2011) residents who live in a community with a proud heritage, a stable foundation, strong citizen involvement and the proven ability to provide valuable services that protect and improve their daily lives. *Forbes.com* named Plano America's Safest City in October 2010, based on the violent crime and fatal traffic accident data of cities with populations larger than 250,000.



According to the 2008 Citizen Survey, residents feel “safe” served by **World Class and Internationally Accredited Public Safety Departments**, while they drink from a **Superior-rated water supply** with an approved **Water Conservation Plan**, navigate well-maintained and landscaped streets and medians, and participate in environmentally “green” recycling programs supported by a **Gold Award** winning **Sustainability & Environmental Waste Services Department**. During a Citizen Service Prioritization

Assessment conducted in 2007, citizens ranked municipal services such as Police, Fire, Public Works, Customer & Utility Services, Sustainability & Environmental Services, 911 Service, and Building Inspections as both “Highly Important and Highly Valued” city services. In addition, citizens enrich their minds with award winning public school districts, access to five public libraries, and six nearby colleges and universities. Plano was one of the top 10 **Digital Cities in America** in 2009, ranking 9th of cities with populations above 250,000 for incorporating information technology into operations which better serve citizens engaging with local government.

The City received the national “**All-America**” city award in 1994 and strides into the future with a history of excellence and quality services and has consistently received recognition from both national and local publications as one of America’s best places to raise children, pursue a career and locate a business. Over the years, the City of Plano has received numerous awards from civic and professional organizations such as: several **Emmy Awards** for the Plano Television Network (*PTN*); a **National League of Cities’ Award for Municipal Excellence** for Innovative City Programs with the Management Preparation Program (**MP3**); and a Top Five ranking for Best Human Resources in the 2007/2008 North American Cities of the Future competition by *fDi* magazine. The Parks and Recreation, Building Inspections, Police, Fire and the Purchasing departments all hold national accreditations.

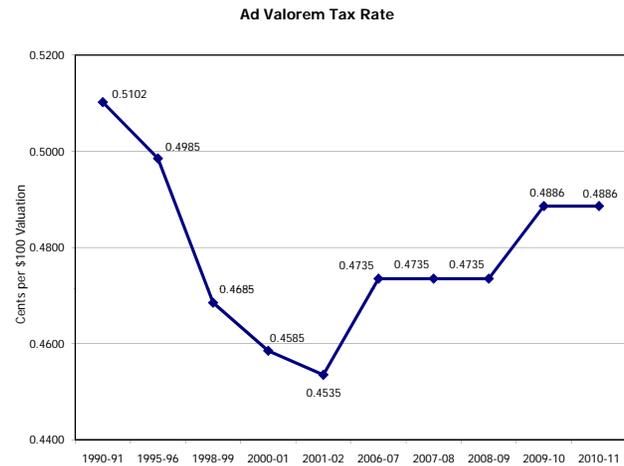
There’s always something to do! *U.S. News and World Report* selected Plano as America’s 10 Best Places to Grow Up in August 2009. Plano was lauded for its outstanding school district, great park system and comfortable lifestyle. Plano’s populace enjoys access to over seventy shopping centers, 700 restaurants, 4,200 hotel rooms, and a full-service convention center. The community examines historic roots in an 1840’s downtown area that includes one of the original City parks and an Interurban Railway Museum, while a nearby historic farmstead and museum, showcases the area’s farming heritage.

Residents are able to “get out and play” with access to **National Gold Medal Parks and Recreation** facilities including: nearly 4,000 acres of park land, 82 public parks, 71 playgrounds, 2 area lakes, 65 miles of recreational trails, 4 recreation centers, a community center, a senior center, 3 Theaters/Amphitheaters, 1 Gazebo/Band Shell, 11 reserved pavilions, 43 shade shelters, 2 public golf

courses, 81 public tennis courts, 8 public swimming pools, and 177 sports fields. Plano Parks and Recreation Department was re-accredited through the *Commission for Accreditation of Parks and Recreation Agencies (CAPRA)* in 2009, joining only 87 other agencies across the United States. Plano has been accredited since 1994.

Location, location, location! Plano holds a key ingredient in a global economy, the location. As the largest city in Collin County, located 20 miles north of the Dallas Texas Central Business District in the Central Time Zone, city boundaries include 72.2 square miles supported by four major transportation arteries, with convenient access to four airports. Plano is a member city of the regional public transportation system, DART, linking Plano with both Dallas, Fort Worth and several other regional cities via a light rail and bus system. Businesses and citizens are able to interact with both coasts during most normal business hours, and, most major U.S. cities are accessible within a three hour flight time. Located in the **Sunbelt**, Plano enjoys a temperate climate with mild winters and warm summers. The average year-round temperature is 66° F. January is the coldest month, with an average temperature of 44° F. July is the hottest month, with an average temperature of 86° F. Annual rainfall averages 29 inches. Four large hospitals and numerous rehabilitation centers, retirement and assisted living facilities are found within the city limits.

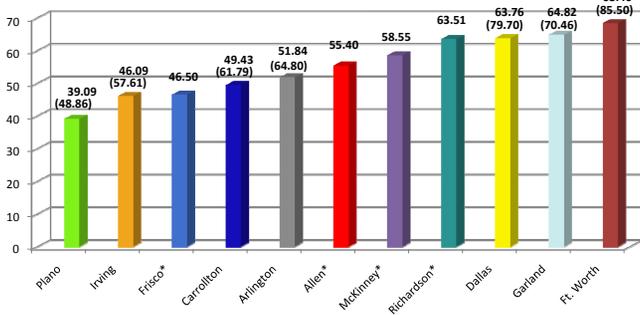
A relatively low cost of living, high median incomes and affordable housing allows Plano residents to enjoy a lifestyle that continues to attract individuals and companies from across the United States and the world. Furthermore, both the state of Texas, and the City of Plano do not impose personal income taxes, which allows workers to take home more of their earnings. The majority of services and benefits enjoyed by citizens in Plano are funded through the City property (ad valorem) taxes and a 1.0% sales tax.



Low Property Tax rates! Plano has one of the lowest property tax rates and offers homestead exemptions greater than or equal to other neighboring cities. The municipal property tax rate increased two cents to 47.35 cents per \$100 valuation in 2006, with the revenue generated from that increase dedicated solely for economic development incentives. This allows the City to remain competitive with neighboring cities by offering special incentives to businesses to relocate or remain in Plano and includes redevelopment efforts of existing properties.

A second rate increase of 1.51 cents became effective in 2009 and raised Plano's tax rate to its current level of 48.86 cents per \$100 valuation. 89.4% of that increase is devoted to the General Obligation Debt Fund to pay for principal and interest on bond debt required to finance projects in the Community Investment Plan, with the remaining 10.6% of the property tax increase dedicated to the operating budgets for services funded through Plano's General Fund. Total property values for 2011 decreased by more than 3% from 2010, or by \$826 Million. The total taxable value of all new property constructed and coming on-line in Plano in 2010 was \$262 million, and the average value of a home in Plano is currently estimated at \$245,802. The following chart illustrates how Plano's property tax rate compares to the surrounding cities.

2010-11 AD VALOREM TAX RATES
With Homestead Exemption Applied to the Rate
Plano and Surrounding Cities (Cents per \$100 Valuation)



Some of the columns on the chart indicate two numbers; with the smaller number representing the effective tax rate, which includes the homestead exemption. The cities with an asterisk do not offer a homestead exemption, and display only one rate.

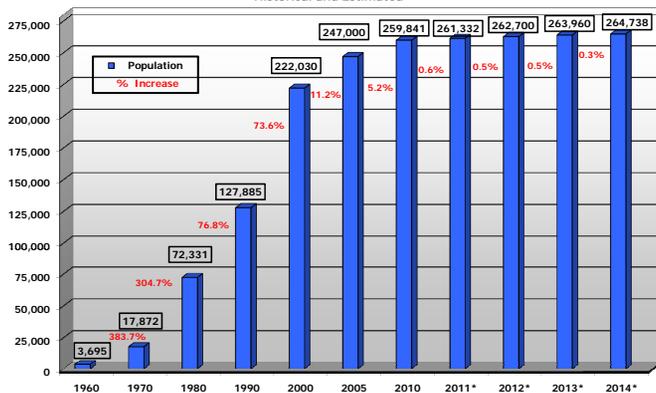
Sound financial planning, credit-worthy! Plano has long been nationally recognized for innovation and outstanding managers/employees, as well as the continued ability to provide the quality services and amenities expected by the citizenry. Holding a **'AAA' Bond rating since the year 2000** from three of the nation's major bond rating companies reflects Plano's strong financial operations. Plano is one of the few cities in Texas to consistently receive the highest possible bond ratings from Moody's, Standard and Poor's, and Fitch's IBCA Inc. In the ratings, the three companies lauded attributes from the quality of fiscal management, to the diverse economic development, to the ability to attract and retain corporate headquarters. In addition, the City's Municipal Drainage Bonds received a **"AAA"** rating from Standard and Poor's for the last two issuances. Plano is one of the very few cities in the entire country to receive this high rating on Municipal Drainage Revenue Bonds.

Diversified Population and Culture! Plano ranks 69th in the United States (U. S. Census Bureau, cities over 100,000, July 2009) and 9th in the State of Texas in terms of total population. In fifty years, the population has amplified more than 70 times from 3,695 to the estimated January 1, 2011 population of 261,332. According to the 2008 American Community Survey provided by the U.S. Census Bureau, Plano residents are well- educated with more than 54.2% of adults over age 25 holding a Bachelors degree or higher as compared to the U.S. average of 27.7%. Residents enjoy a median household income of \$84,319 as compared to the national average of \$52,029. 66.2% of Plano residents are age 25 years and over with a median age of 35.6 years. Recent years have shown significant growth in Plano's minority population, with Asian and Hispanic sector growth out-pacing all others. Nearly 34% of Plano citizens speak a language other than English at home. In more recent years, Plano's population has started to stabilize after more than three decades of rapid growth. During the 1990s Plano's population grew by 72.5% according to the 2000 Census. The 2010 Census placed Plano's population growth at 17.0% over the last decade, an increase of more than 37,000 individuals. An interesting change is that the percentage of people moving to Plano from another country has more than doubled in that decade. Most of the foreign-born citizens who move to this area are able to go anywhere in the world. The fact that they come here is a testimony to the good jobs available, the high quality of life, relatively low costs and the ease of doing business in this state.

Plano's population growth should continue to level off while City leaders pro-actively take measures with the preparation of financial plans, forecasts and economic guidelines geared to the service standards preferred by the community. As the City reaches maturity, the budget process involves vigilant monitoring, both long-range and short-term planning, combined with balancing the impacts of decreasing revenues and increasing maintenance costs. For purposes of the Forecast, 0.5% annual population growth is projected for 2011-12, 0.5% for 2012-13, and 0.3% for 2013-14.

Construction, renovations and build out! Plano was recognized by *Forbes.com* in July 2009 as one of "America's 25 Best Places to Move." Plano was not immune to the downward shifts in both residential and commercial real estate during the 2008-2009 recession, where new housing construction reached

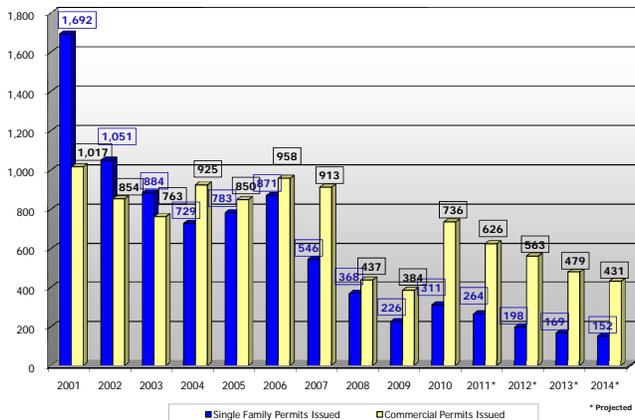
POPULATION
Historical and Estimated*



a historically low level nationwide and many developers delayed, scaled down or abandoned new projects.

Signs of the economic recovery can be seen in Plano by comparing the number of building permits issued in 2009 to 2010. The past year has seen new single family residential permits increase by 37% and commercial permits increase by 92%. However, Plano still faces an uncertain economy and a diminishing amount of land available for initial development in the three years being presented in this forecast. Consequently, after an upswing in 2010, it is anticipated that new construction in Plano will reflect it's maturing character and focus more on in-fill, remodeling and redevelopment rather than the new construction which has defined the City for the past several decades. Building permits as indicators of development are important because they reflect actual construction activity and in turn, service to indicate changes and additions to the appraisal value for Plano's property tax base.

Building Permits Issued

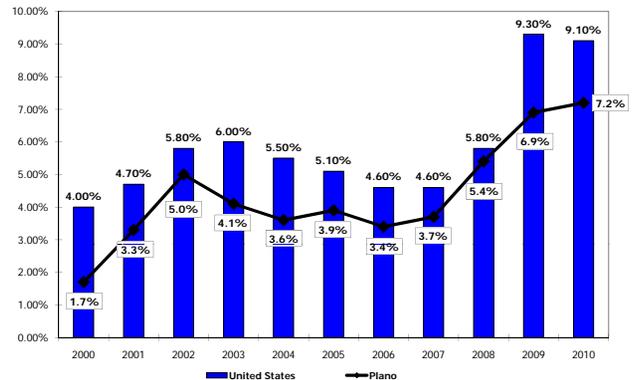


Future revenues related to the number of new construction permits issued are predicted to decrease 25% for 2011-12, followed by a 15% decrease in 2012-13 and a 10% decrease in 2013-14. The total valuation of new residential construction permits issued in 2010 was \$74.3 million, while new commercial construction permits totaled \$418.9 million. The City's Development Review Division continues to see an increase in alternative housing concepts and requests, including requests for higher density and other zoning changes.

The popularity of Legacy Town Center and East Side Village depict future residential building trends continue towards more compacted living spaces such as found in patio and town homes, duplexes and

pedestrian-friendly multi-purpose developments. Plano faces the challenge of maintaining a balance between residential and commercial properties. This balance is an integral part of the very foundation of values which continue to make this community an attractive choice to new residential and commercial investors, by aiding in retention and promoting positive growth of all property values.

Unemployment Rate: United States vs. Plano



The Texas Job Market! The DFW Metroplex is currently #1 in the nation, adding 63,000 jobs between January 2010 and January 2011. (U.S. Bureau of Labor Statistics) The Dallas-Plano-Irving, Texas metroplex was ranked fifth of the large cities in the "Best Cities for Jobs" article in April 2009 by *Forbes.com*.

While the Texas economy remains among the most favorable in United States, Texas employers have been cautious in new hiring, with only a net increase of 253,900 jobs added over the past 12 months statewide, for an annual increase of 2.5 percent. Professional and Business Services gained a total of 45,400 jobs since January 2010 and a 3.6 percent annual increase. Education and Health Services recorded a total increase of 47,200 jobs added over the last 12 months. Financial activities posted lost of 1,400 positions over the year, while Construction gained 33,400 positions over the year for a 5.9 percent annual increase. The employment situation in Plano remains relatively stable, with a 1,289 estimated position net gain, or 1.0 percent annual increase, over the same 12 months according to the Texas Workforce Commission. Plano, Collin County and area cities continue to enjoy a low cost of living as evidenced by the ACCRA 2010 Annual Report at 97.3%. Businesses continue to relocate to the area bringing new jobs, growth and an overall stimulation to the local economy, while other business decide to

stay within this community. Today it is not unusual for people to live and work entirely north of Interstate 635, a highway which once marked an imaginary line between suburban residential areas and the resident's places of employment in the DFW Metroplex.

Positive economic outlooks are dependent on consumer and business attitudes regarding employment, markets, global economics, energy availability and prices, and a general perception of continued economic growth. However, the recent recession and modest recovery coupled with historically high levels of unemployment, as well as a volatile global market all provide a significant damper to the economic outlook. As the federal government's considers reduced spending and the Federal Reserve contemplates raising very low interest rates, the current recovery is almost entirely regarded as slower and more modest than observers would like to see despite positive trends in a number of leading economic indicators.

Plano's employment strength continues to reflect the diversity of its employment base, including a highly educated, talented and motivated workforce. Even in times of national recession, companies continued to relocate to the community, and businesses already located here make plans to stay. City leaders work with the **Plano Economic Development Board** to identify, recruit, and retain businesses, contributing to the community's economic well-being. An impressive and diverse list of corporate citizens mitigates the severity of the economic downturn in Plano when compared to other metropolitan areas in the nation.

Plano is a major employment center with over 5,800 businesses in the city limits. Two major employment districts, Legacy Business Park and the Research and Technology District, and three large retail shopping malls, Collin Creek Mall, the Shops at Willow Bend, and the Shops of Legacy, conjoin with numerous neighborhood retail shops, eateries, and other business to provide opportunities for employment in retail, wholesale, manufacturing, medical, finance, services and high tech fields within city limits. Diversity among business sectors was one factor that reduced the effects of the national recession in Plano.

What's happening here and now? The year 2011 is expected to bring modest economic growth to the area. Although the economic climate of the city and region has been stifled by the national economic situation and low consumer confidence levels, the

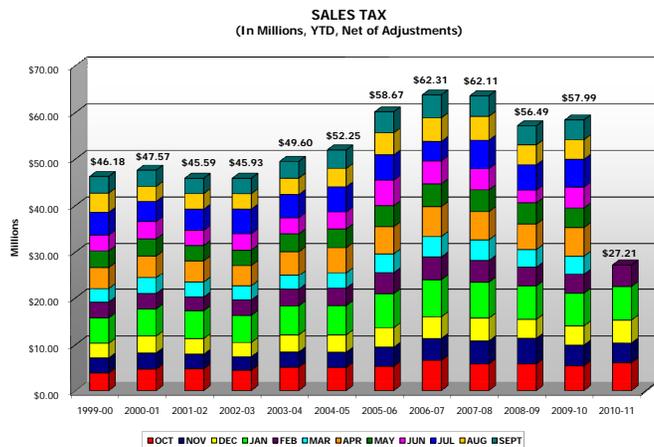
past 12 months has shown the majority of economic indicators to be positive with an upward momentum and the Dallas-Fort Worth area is expected to outperform the national economy again this year. The City has experienced significant changes and declines or a leveling out of several key revenues such as property taxes, sales tax receipts, hotel/motel taxes and investment earnings over the past several years.

Significant increases in expenditures for oil, fuels, insurance and medical costs have further impacted the City's General Fund resources in recent history. Two years of decreasing revenues and increasing expenditures has resulted in smaller fund balances (working capital), decreasing the funding available for operations and programs each year. Difficult programming decisions are now part of the budget cycle each year due to the losses in revenue resources. In addition, the City's water and sewer revenues continue to remain an area of concern as they can be adversely affect by unusual weather conditions that cannot be predicted, as well as the prospect of greater regulatory mandates from the EPA and the TCEQ (Texas Commission on Environmental Quality). Also a major factor in recent years, the energy market has been extremely vulnerable as oil prices fluctuate daily. Consequently, fuel costs are expect to drive increases in costs to maintain and operate the city's vehicle fleet. Changes in global demand, low inventories and extreme political unrest in oil producing regions world all play a role in these prices. Recent increased energy efficiencies in City facilities include adjustments to heating and cooling systems and building temperatures, as well as modifying lighting fixtures in office areas. These changes, coupled with energy price contracts, help to control utility expenditures at the City of Plano. Electricity and natural gas prices are projected to remain fairly constant in each of the three years of this forecast.

Following the exceptional sales tax revenue increases during the years between 2005-06 through 2007-08, significant decreases in sales tax revenues during the 2008-09 recession have left a legacy of growing cautiousness among individual consumers and businesses. The past 15 months of sales tax receipts suggest that consumer confidence has returned in earnest; however, households continue to remain more guarded of their disposable income due to recent memories of the recession and unemployment.

Another trend affecting sales tax revenues is the growth of retail options in communities to the North of Plano. Plano retailers have lost some customer

base as more consumers from outside the Plano city limits are now able to shop at new retail options located closer to their residence. After collecting \$58.0 million in sales tax during 2009-10, sales tax revenues are currently projected to decrease to \$57.1 million in 2010-11. The slow growth of the national economy, coupled with high unemployment, rising prices and growth in retail options in from surrounding cities has led to a forecast of sales tax receipts to remain constant for the all three years of this forecast. **"Shop Plano First!"** remains a City mantra. Several years ago a sales tax study indicated that Plano's share of the regional market should level out or increase slightly, related directly to the growth of retail infrastructure in competitor communities, Internet shopping, and general economic recovery. However, this 2003 Report also indicated that consumers were spending more on services and less on clothing and home furnishings. This is significant because those services are taxed much less broadly than goods. Also noted in that report was the fact that the newer shopping malls usually include an "element of entertainment" and are often the preferred weekend destinations for consumers.



Texas economic growth is expected to continue to at a lower rate over the three-year period from 2010-2013 than was seen in the last decade as the U.S. economy recovers and the state's high-rolling energy and construction sectors have recently settled down, but continue to show sustainable growth rate when compared to other parts of the nation. The convergence of an economic downturn, busts in housing and commercial construction, and the volatility of energy prices have softened the historically strong performance of the region, and this trend is expected to continue for the next three years.

Even in these challenging times, Plano continues to be a leader in economic development and business growth in the southwest, reflecting a strong history of attracting new construction and business expansions. Numerous nationally recognized companies and their employees realize the benefits of living and working in the same community.

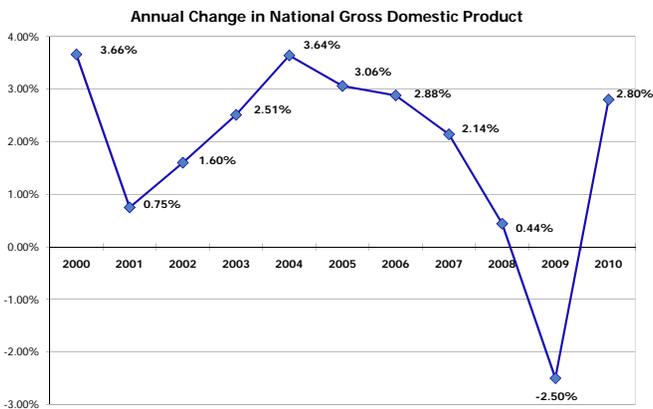
Business and leisure travel reflects current economic conditions, which can be seen when reviewing the hotel-motel tax revenue collections and the Plano Civic Centre revenues. These examples evidence the current business practice of "doing more with less", and while business travel has begun to pick up, firms have become more accustomed to consolidating trips, sending smaller groups out of the office and using technology in place of business trips where practical. In fact, it has been estimated that nearly 70% of firms are taking advantage of video and web-conferencing technologies to cut costs. The growth and expansions of hotel and motel facilities in the city have seen significant decreases over the prior decade and are anticipated to improve only slightly in this forecast. Current projection of rents and fees for such events at the Civic Center remain fairly flat, further reflecting the outside training and corporate events decrease.

National Economic Trends are focusing on the likelihood of a slow economic recovery with sluggish growth in the short term. As a country, we have faced numerous challenges over the past few years, and in spite of these difficulties, Plano remains strong. The Federal Reserve has taken steps to keep financing costs low and credit and hold inflationary pressures at bay. Over the last two years, the Federal Reserve's monetary policy helped to shorten the recession, and is currently focused on stemming inflation threats. However, interest rates are expected to be moving upward as economic growth and higher consumer confidence spurs demand that has been subdued over the past few years.

Innovation, including sound technological advances, remains an important key to the expansion of the economy. Meeting this challenge is critical to economic growth and development. For a positive outlook, this state continues to have one of the best business climates in the United States. Texas was selected among the best for business relocation and expansion and has been named a leader in foreign trade zones. **According to a February 2011 presentation by the SMU Cox School of Business,**

over 50% of all national businesses who plan to relocate within the next 20 years, plan to move their operations to Texas.

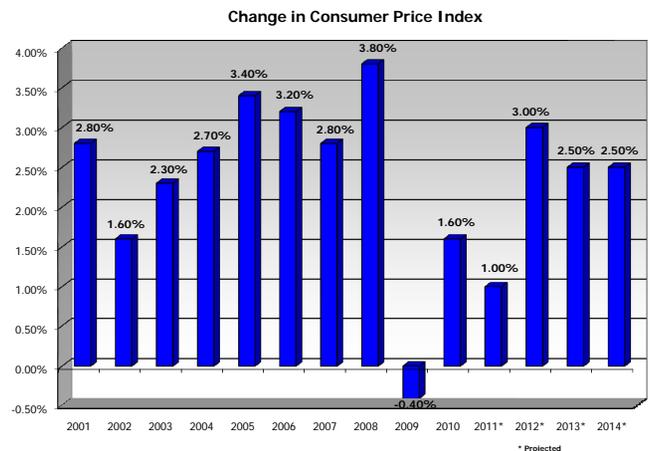
A measure of the national economy is the real Gross Domestic Product (GDP), which measures the output of goods and services produced by labor and property located in the United States. The following graph shows this measure over the past seven years. Preliminary economic projections for the next three years indicate positive national growth as businesses continue to review and realign their goals with strategies and plans that are more adaptive to current economic conditions while evolving to a more global economy. The City Council and managers practice the same sort of forward planning with an eye towards the horizon!



The Gross Domestic Product experienced rapid growth from 2001 through 2004, but trended downward since a peak in 2004. Economic expansion has begun again; however, a variety of potential scenarios might bring the recovery to a stand still. Consumer confidence levels have not yet recovered with national unemployment rate remains around the 9% mark. Both Texas and Plano have historically been below the national unemployment rate averages. U.S. productivity is enhanced by the rapid assimilation of innovative technologies into the workplace, a high proportion of working age people who are employed and the number of hours they spend on their jobs. When companies began to utilize new technology and maximize the hours worked from employees, many potential workers became discouraged and left the labor force during the recent recession. As a result, the smaller pool of economically active individuals and job seekers has produced drag on economic growth and lead to a significant population that is not captured by the official unemployment rate. Until labor force

participation reaches pre-recession levels, it is unlikely that economic growth will reach the robust levels experienced in the middle of the last decade.

An additional measure of the overall economy is the Consumer Price Index (CPI), a direct indicator of what inflation will be for the economy. Inflation, as measured by the annual percentage change in the CPI, is expected to remain fairly low as historical data shows that periods immediately following a recession/depression remain fairly level for the next several years according to several different nationally recognized economists. CPI is also influenced by direct relationship to energy prices. As shown in the following chart, inflation has remained remarkably stable for the last several years. The CPI is an important factor, contributing to the advantageous cost of living for Plano indicated in the ACCRA composite index rating of 97.3 on a 100 point scale, placing Plano 2.7% below the national average in ACCRA's cost of living index. This forecast does not include any factors for inflation, with the exception of 5% for health insurance costs. Annual expenditures for materials and supplies have been held constant with the exception of small increases for vehicle fuel and maintenance charges, under the expectation that departments will continue to employ cost containment measures when obtaining goods and contracted services.



How does this affect Plano? Although economic forecasts for Plano and the region remain generally favorable in light of recent economic stress, residential build-out and the lukewarm pace of economic growth continue to influence the City. Sustainability and build-out require a shift in focus from growth to maintenance activities. The City of Plano has begun to feel the effects of maturation in areas such as sales tax dollars, new construction permits issued and an aging city's infrastructure. These developments will

require that Plano continue to diligently monitor financial guidelines, and review current policies while maintaining a balanced budget and controlling expenditures. Meticulous attention is given to the reserve funds, such as the Capital Reserve Fund, Community Investment Projects and other City Funds.

During the budget process each year capital projects are re-examined and ranked, using financial oversight and planning to ensure that the funds are available for these projects as needed. During 2010, the City Council participated in two Core Business Matrix Retreats, providing the City Council an opportunity to prioritize and review the City of Plano's core businesses and giving directions to management about reductions in service delivery, if necessary. In June 2010, the City Council agreed upon Goals for 2010-2015. Six **Strategic Plan Goals** ensure a continued focus on providing quality of life, essential services for the citizens and identify short-term actions.

The City has previously established a **Plano at Maturity** program with nine priorities to address the challenges and opportunities that Plano will face as it transitions from a *growing* to a *maturing* community. All of the priorities noted are highly impacted by resource availability and influence Plano's ability to address changing financial conditions that will impact service delivery and quality of life. In the Financial Resources Availability section of the report, three categories were identified:

- **Revenue Enhancing:** Strategies that will improve the revenue stream for the City.
- **Reallocation of Resources:** Strategies that seek ways to be more efficient with existing resources.
- **Retail and Economic Development:** Strategies that create an environment that is positive for the long-term economic viability of the community.

During a lengthy budget process each year, the City continues to anticipate and review requests for services that are likely to increase and/or shift as the city matures, while continuing to explore and promote inter-local cooperation with Collin County and other Metroplex municipalities. Such planning is the purpose of this Status Report and Three-Year Financial Summary.

Forecast Notes Our regional and state economy experienced the recent economic downturn at a degree much lower than the nation as a whole. Modest economic expansion, despite uncertainty several sectors, continues to generate employment

and other opportunities for Plano, making the effects of national recession less severe in this area. However, economists continue to predict that the national economy is expected to recover slowly over the next several years.

As is the case with all projections, external issues can heavily influence economic activity. Significant outside factors impacting the City and the nation include: unpredictable acts of nature, terrorism or war; uncertainty about future increases in interest rates by the Federal Reserve; uncertainty about a National Health Plan and it's impact on employers; performance and creditability of global financial markets; possible global food and energy shortages; and uncontrolled inflation. Barring any serious developments in these areas, Plano is poised for a slow, yet positive growth over the next three years.

Budget Assumption Matrix Revenues and Expenses 2011-12 thru 2013-14				
ASSUMPTION		Projected		
		2011-12	2012-13	2013-14
<u>Population:</u>				
January 1, 2011	Current Population: 261,332 (Planning Dept.)			
2011-12	Increase 0.5% to 262,700 (Planning Dept.)	0.50%		
2012-13	Increase 0.5% to 263,960 (Planning Dept.)		0.50%	
2013-14	Increase 0.3% to 264,738 (Planning Dept.)			0.30%
<u>Property Values:</u>				
Existing Property Value:				
2011-12	Decrease 3.0% to \$24,240,471,744 (CAD)	-3.00%		
2012-13	Flat \$24,640,471,744 (CAD)		0.00%	
2013-14	Increase 1.0% to \$25,286,876,461 (CAD)			1.00%
New Property Value:				
2011-12	Increase \$300,000,000 (Based on CAD)			
2012-13	Increase \$400,000,000 (Based on Building Permits)			
2013-14	Increase \$400,000,000 (Based on Building Permits)			
<u>Revenues:</u>				
Taxes				
Ad Valorem Taxes:				
Current	Assume 99.0% collection rate	0.00%	0.00%	0.00%
Delinquent	Assume 1.0% delinquent rate			
Penalty & Interest	Based on historical trends in delinquent accts.			
New Debt				
2011-12	\$31,200,000 (Bond Authority)			
2012-13	\$30,900,000 (Bond Authority)			
2013-14	\$30,000,000 (Bond Authority)			
Interest Earnings				
2011-12	Based on Working Capital balance and historical actuals			
2012-13	Based on Working Capital balance and historical actuals			
2013-14	Based on Working Capital balance and historical actuals			
Building Related Revenues				
2011-12	Decrease 25.0% (Bldg. Inspect. Dept. & historical)	-25.00%		
2012-13	Decrease 15.0% (Bldg. Inspect. Dept. & historical)		-15.00%	
2013-14	Decrease 10.0% (Bldg. Inspect. Dept. & historical)			-10.00%
Direct Population-Based (DP)				
2011-12	Increase 0.5% (Planning Dept.)	0.50%		
2012-13	Increase 0.5% (Planning Dept.)		0.50%	
2013-14	Increase 0.3% (Planning Dept.)			0.30%
Indirect Population-Based (IP)				
2011-12	Increase 0.25% (Planning Dept.)	0.25%		
2012-13	Increase 0.25% (Planning Dept.)		0.25%	
2013-14	Increase 0.15% (Planning Dept.)			0.15%

Budget Assumption Matrix Revenues and Expenses 2011-12 thru 2013-14					
		ASSUMPTION	Projected		
			2011-12	2012-13	2013-14
Direct Economy-Based (DE)					
2010-11		Increase 3.00% (Projected inflation rate)	3.00%		
2011-12		Increase 2.50% (Projected inflation rate)		2.50%	
2012-13		Increase 2.50% (Projected inflation rate)			2.50%
Indirect Economy-Based (IE)					
2011-12		Increase 1.50% (Projected inflation rate)	1.50%		
2012-13		Increase .1.25% (Projected inflation rate)		1.25%	
2013-14		Increase 1.25% (Projected inflation rate)			1.25%
GENERAL FUND					
Sales Tax		Based on historical actuals	0.00%	0.00%	0.00%
Mixed Drink Tax		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Bingo Gross Receipts Tax		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Franchise Fees					
Electrical Franchise		Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Telephone Franchise		Constant			
Fiber Optics Franchise		Constant			
Gas Franchise		Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Cable TV Franchise		Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Fines & Forfeits					
Municipal Court		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Library Fines		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Miscellaneous Revenue					
Interest Earnings		Based on historical actuals & ending working bal.			
Sale/Rental of Property		Based on rental lease agreements			
Insurance Collections		4.0% per year increase	4.00%	4.00%	4.00%
Sundry		Constant			
Licenses & Permits					
Electricians License		Based on building & development projection	-25.00%	-15.00%	-10.00%
Food Handlers Permits		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Land/Burning/Liquid Waste		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Grease Trap Permits		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Animal Licenses		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Restaurant Plan Review		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Alarm Permits		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Filing Fees		Based on building & development projection	-25.00%	-15.00%	-10.00%
Fire Protection Plan Review		Based on building & development projection	-25.00%	-15.00%	-10.00%
Building Permits		Based on building & development projection	-25.00%	-15.00%	-10.00%
Electrical Permits		Based on building & development projection	-25.00%	-15.00%	-10.00%
Plumbing Permits		Based on building & development projection	-25.00%	-15.00%	-10.00%
Heating & A/C Permits		Based on building & development projection	-25.00%	-15.00%	-10.00%
Fence Permits		Based on building & development projection	-25.00%	-15.00%	-10.00%
Swimming Pool Permits		Based on building & development projection	-25.00%	-15.00%	-10.00%
Pool Inspection		Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Irrigation Permits		Based on building & development projection	-25.00%	-15.00%	-10.00%
Day Laborer Fees		Constant			
Sign Permits		Based on building & development projection	-25.00%	-15.00%	-10.00%
Reoccupancy Permits		Based on building & development projection	-25.00%	-15.00%	-10.00%
Misc. Licenses & Permits		Constant			
Fees & Charges for Services					

Budget Assumption Matrix Revenues and Expenses 2011-12 thru 2013-14				
ASSUMPTION		Projected		
		2011-12	2012-13	2013-14
Animal Pound & Adopt. Fee	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Ambulance Service	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
False Alarm Response	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Emergency 911	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Interlocal Plan Review	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Contractor Registration Fee	Based on building & development projection	-25.00%	-15.00%	-10.00%
Engineering Inspection Fee	Based on building & development projection	-25.00%	-15.00%	-10.00%
Residential Building Plan Review	Based on building & development projection	-25.00%	-15.00%	-10.00%
Reinspection Fee	Based on building & development projection	-25.00%	-15.00%	-10.00%
File Searches	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Same Day Inspection Fee	Based on building & development projection	-25.00%	-15.00%	-10.00%
Convenience Copiers	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Recreation User Fee	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Recreation Rental Fee	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Swimming Fee	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Recreation Membership Card Fee	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Tennis Center Fee	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Food Manager/Handler Training	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Tree Trimming Assessments	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Child Safety Fee	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Commercial Fire Inspections	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Sundry	4.0% per year increase	4.00%	4.00%	4.00%
Intergovernmental Revenue				
Payments from Fisd:				
School Crossing Guards	Based upon schedule of costs reimbursed			
Payments from Pisd:				
School Liaisons	Based upon schedule of costs reimbursed			
Collin County Library Grant	Constant			
Denton County Library Grant	Constant			
Tri-City Academy/Miscellaneous	Constant			
Interlocal Radio System Access	Constant			
Intragovernmental Transfers				
Intra-Fund Transfers From:				
Water & Sewer Fund	5.0% of selected Water & Sewer revenues; indirect costs; and allocations for additional costs			
Sustainability & Env. Svcs. Fund	7.0% of Residential Collection, Special Refuse Collection, and Landscape Bag revenues			
Recreation Revolving Fund	5.0% of Recreation Fund revenues			
Municipal Golf Course Fund	5.0% of Municipal Golf Course Fund revenues			
Convention & Tourism Fund	5.0% of Convention & Tourism Fund revenues			
Municipal Drainage Fund	7.0% of Municipal Drainage Fund revenues			
WATER & SEWER FUND				
Water Income	Direct Population based increase (DP), and NTMWD	12.00%	9.00%	8.30%
Water Taps	Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Sewer Income	Direct Population based increase (DP), and NTMWD	5.70%	8.10%	6.80%
Water & Sewer Penalties	Direct Population based increase (DP)	0.50%	0.50%	0.30%
Water Meters	Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Construction Water	Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Service Connect Fee	Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Backflow Testing	Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Sewer Tie-On	Indirect Economy based increase (IE)	1.50%	1.25%	1.25%

Budget Assumption Matrix				
Revenues and Expenses				
2011-12 thru 2013-14				
		Projected		
ASSUMPTION		2011-12	2012-13	2013-14
Pre-Treatment Permits	Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Interest Earnings	Based on historical actuals & ending working bal.			
Misc. Income	Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
CONVENTION & TOURISM FUND				
Hotel/Motel Receipts	Direct Economy based increase (DE)	3.00%	2.50%	2.50%
Civic Center Fees	Direct Economy based increase (DE)	3.00%	2.50%	2.50%
Miscellaneous	Constant			
Interest Earnings	Based on historical actuals & ending working bal.			
SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND				
Commercial Franchise	Direct Economy based increase (DE)	3.00%	2.50%	2.50%
Special Refuse Collection	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Residential Collection	Direct Population based increase (DP)	0.50%	0.50%	0.30%
BFI, Inc.	Direct Economy based increase (DE)	3.00%	2.50%	2.50%
Recycling	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Sale of Landscape Bags	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Tipping Fee	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Contributions via Utility Billing	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Sale of Compost	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Miscellaneous	Indirect Economy based increase (IE)	1.50%	1.25%	1.25%
Disposal Reimbursements	Direct Economy based increase (DE)	3.00%	2.50%	2.50%
MUNICIPAL DRAINAGE FUND				
Residential Class Fees	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Commercial Class Fees	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Interest Earnings	Based on historical actuals & ending working bal.			
MUNICIPAL GOLF COURSE FUND				
Golf Fees	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Concessions	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Room Rental	Indirect Population based increase (IP)	0.15%	0.05%	0.10%
Miscellaneous	Constant			
Interest Earnings	Based on historical actuals & ending working bal.			
RECREATION REVOLVING FUND				
Recreation Fees	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Contributions	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Sundry	Indirect Population based increase (IP)	0.25%	0.25%	0.15%
Interest	Based on historical actuals & ending working bal.			
<u>Expenses:</u>				
Inflation				
2011-12	Constant	0.00%		
2012-13	Constant		0.00%	
2013-14	Constant			0.00%
Salaries, Wages & Benefits				
Salaries (Civil & Non-Civil Service)				
2011-12	Increase 0.0% (Management projections)	0.00%		

Budget Assumption Matrix Revenues and Expenses 2011-12 thru 2013-14					
		ASSUMPTION	Projected		
			2011-12	2012-13	2013-14
2012-13		Increase 0.0% (Management projections)		0.00%	
2013-14		Increase 0.0% (Management projections)			0.00%
RSP					
2011-12		Remain constant at 3.23% of salary (RSP Board)			
2012-13		Remain constant at 3.23% of salary (RSP Board)			
2013-14		Remain constant at 3.23% of salary (RSP Board)			
Life Insurance					
2011-12		Remain constant at 1.07% of salary (Calculation)			
2012-13		Remain constant at 1.07% of salary (Calculation)			
2013-14		Remain constant at 1.07% of salary (Calculation)			
Disability					
2011-12		Remain constant at 0.07% of salary (Calculation)			
2012-13		Remain constant at 0.07% of salary (Calculation)			
2013-14		Remain constant at 0.07% of salary (Calculation)			
Medicare					
2011-12		Remain constant at 1.45% of salary (Calculation)			
2012-13		Remain constant at 1.45% of salary (Calculation)			
2013-14		Remain constant at 1.45% of salary (Calculation)			
Medicare					
2010-11		Remain constant at 1.45% of salary (Calculation)			
2011-12		Remain constant at 1.45% of salary (Calculation)			
2012-13		Remain constant at 1.45% of salary (Calculation)			
TMRS					
2011-12		Remain constant at 16.94% of salary (TMRS in Austin) + 1.0% increase each year, (GASB 45)	1.00%		
2012-13		Remain constant at 16.94% of salary (TMRS in Austin) + 1.0% increase each year, (GASB 45)		1.00%	
2013-14		Remain constant at 16.94% of salary (TMRS in Austin) + 1.0% increase each year, (GASB 45)			1.00%
Health Insurance					
2011-12		Increase 5.0% (Calculation)	5.00%		
2012-13		Increase 5.0% (Calculation)		5.00%	
2013-14		Increase 5.0% (Calculation)			5.00%
Attrition					
2011-12		2.5% for General Fund and 0.5% for other Funds			
2012-13		2.5% for General Fund and 0.5% for other Funds			
2013-14		2.5% for General Fund and 0.5% for other Funds			
Depreciation					
2011-12		Method remains constant each year (Historical & ERF)			
2012-13		Method remains constant each year (Historical & ERF)			
2013-14		Method remains constant each year (Historical & ERF)			

Budget Assumption Matrix Revenues and Expenses 2011-12 thru 2013-14					
ASSUMPTION			Projected		
			2011-12	2012-13	2013-14
Municipal Garage Charges					
2011-12	Increase 2.0% (Equip. Svcs., gas and oil price inc.)		2.00%		
2012-13	Increase 2.0% (Equip. Svcs., gas and oil price inc.)			2.00%	
2013-14	Increase 2.0% (Equip. Svcs., gas and oil price inc.)				2.00%
Electricity					
2011-12	Remain constant (Dept. Of Energy)		0.00%		
2012-13	Remain constant (Dept. Of Energy)			0.00%	
2013-14	Remain constant (Dept. Of Energy)				0.00%
Natural Gas					
2011-12	Remain constant (Dept. Of Energy)		0.00%		
2012-13	Remain constant (Dept. Of Energy)			0.00%	
2013-14	Remain constant (Dept. Of Energy)				0.00%
Capital Outlay					
2011-12	\$1,000,000 per year for library books (Historical)				
2012-13	\$1,000,000 per year for library books (Historical)				
2013-14	\$1,000,000 per year for library books (Historical)				
Existing Expenditures					
2011-12	Remain Constant		0.00%		
2012-13	Remain Constant			0.00%	
2013-14	Remain Constant				0.00%
NTMWD					
Water					
2011-12	Increase \$0.17 per 1,000 gal. To \$1.54		12.00%		
2012-13	Increase \$0.14 per 1,000 gal. To \$1.68			9.00%	
2013-14	Increase \$0.14 per 1,000 gal. To \$1.82				8.30%
Wastewater					
2011-12	Increase \$0.06 per 1,000 gal. To \$1.43		5.70%		
2012-13	Increase \$0.12 per 1,000 gal. To \$1.55			8.10%	
2013-14	Increase \$0.10 per 1,000 gal. To \$1.65				6.80%
Upper East Fork Interceptor System					
2011-12	Increase \$0.06 per 1,000 gal. To \$0.83		7.80%		
2012-13	Increase \$0.04 per 1,000 gal. To \$0.87			4.80%	
2013-14	Increase \$0.08 per 1,000 gal. To \$0.95				9.20%
EWS-Reginal Landfil					
2011-12	Price per ton to increase to \$42.54		4.30%		
2012-13	Price per ton to increase to \$42.63			0.02%	
2013-14	Price per ton to increase to \$43.59				2.30%
GENERAL FUND TRANSFERS					
Capital Reserve					
2011-12	Transfer \$10,500,000 (Calculation)				
2012-13	Transfer \$10,500,000 (Calculation)				
2013-14	Transfer \$10,500,000 (Calculation)				

Budget Assumption Matrix Revenues and Expenses 2011-12 thru 2013-14		Projected		
		2011-12	2012-13	2013-14
ASSUMPTION				
Economic Development				
2011-12	Constant at \$855,758 (Calculation)			
2012-13	Increase 1.0% to \$864,315 (Calculation)			
2013-14	Increase 1.0% to \$872,959 (Calculation)			
Economic Dev. Incentive Fund				
2011-12	Transfer \$4,799,614 (2 cents on tax rate)			
2012-13	Transfer \$4,878,814 (2 cents on tax rate)			
2013-14	Transfer \$5,006,802 (2 cents on tax rate)			
Technology Fund				
2011-12	Total transfer to remain constant @ \$1.4 million a year, divided among Funds who contribute: (Calculation)			
2012-13	General Fund = \$1,000,000			
2013-14	Water & Sewer Fund = \$300,000			
	Sustainability & Env. Svcs. Fund = \$60,000			
	Municipal Drainage Fund = \$20,000			
	Convention & Tourism Fund = \$20,000			
PTN Fund				
2011-12	Transfer \$150,000 (Calculation)			
2012-13	Transfer \$150,000 (Calculation)			
2013-14	Transfer \$150,000 (Calculation)			
Property & Liability Loss				
2011-12	Transfer \$3,237,848 (Calculation)			
2012-13	Transfer \$3,200,000 (Calculation)			
2013-14	Transfer \$3,200,000 (Calculation)			



General Fund

Recurring Revenue Vs. Recurring Expenditures

	2009-10	2010-11	2010-11	2011-12	2012-13	2013-14
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Ad Valorem Taxes	\$81,571,898	\$76,291,684	\$76,291,683	\$74,711,452	\$73,904,742	\$78,583,194
Sales Tax	57,992,069	57,012,269	57,012,269	57,012,269	57,012,269	57,012,269
Franchise Fees	21,886,667	21,378,509	22,025,544	22,296,392	22,484,254	22,674,465
Fines & Forfeits	7,767,903	7,849,020	5,352,271	7,861,138	7,880,791	7,892,612
Building & Development	3,405,408	2,631,160	3,501,984	2,630,320	2,238,072	2,015,798
Licenses & Permits	2,812,031	2,857,504	2,819,358	2,785,271	2,768,676	2,759,492
Fees & Charges for Services	10,393,313	10,725,030	10,601,332	11,208,456	11,312,371	11,408,307
Intergovernmental	727,762	1,276,575	1,288,114	1,288,114	1,288,114	1,288,114
Interest Income	822,854	1,000,000	510,091	671,067	754,950	849,319
Transfers In	18,025,439	19,742,695	19,849,653	19,095,933	19,974,496	20,894,128
CIP Coming On-Line	0	0	0	30,000	30,000	60,000
Other	2,111,827	2,104,733	2,112,468	2,127,172	2,142,351	2,156,814
Total Recurring Revenue	\$207,517,171	\$202,869,179	\$201,364,768	\$201,717,583	\$201,791,087	\$207,594,512
Recurring Expenditures						
Salaries & Wages	\$144,503,595	\$151,035,111	\$148,950,227	\$151,217,039	\$153,350,288	\$155,791,017
Supplies & Services	44,676,780	47,272,576	49,389,567	47,897,585	47,985,713	48,075,097
Reimbursements	-2,325,885	-2,275,796	-2,275,796	-2,389,586	-2,389,586	-2,389,586
CIP Coming On-Line	0	0	0	454,423	2,127,364	3,188,703
Capital Outlay	1,511,225	1,026,000	2,068,481	1,000,000	1,000,000	1,000,000
Total Recurring Expenditures	\$188,365,715	\$197,057,891	\$198,132,479	\$198,179,461	\$202,073,780	\$205,665,231
Transfers Out	20,495,009	19,929,334	20,627,157	20,543,220	20,593,130	20,729,761
Fund Balance - Beginning	\$42,744,130	\$30,158,999	\$41,400,577	\$24,005,709	\$16,288,723	\$16,608,804
Total Recurring Revenue	\$207,517,171	\$202,869,179	\$201,364,768	\$201,717,583	\$201,791,087	\$207,594,512
Total Recurring Expenditures	\$188,365,715	\$197,057,891	\$198,132,479	\$198,179,461	\$202,073,780	\$205,665,231
Less: Transfers Out	\$20,495,009	\$19,929,334	\$20,627,157	\$20,543,220	\$20,593,130	\$20,729,761
Fund Balance - Ending	\$41,400,577	\$16,040,953	\$24,005,709	\$7,000,612	(\$4,587,100)	(\$2,191,676)
Required 30 Day Balance				\$16,288,723	\$16,608,804	\$16,903,992
Add'l Revenues or Program Reductions to Meet 30 Days				\$9,288,111	\$21,195,903	\$19,095,668
Days of Operation			44	30	30	30
Operating Tax Rate to be Transferred to Debt				(0.35)	(0.45)	1.06
Equivalent Amount				(\$848,417)	(\$1,108,821)	\$2,680,409

The **General Fund** is the City's largest single fund, and serves as the primary operating fund. All general tax revenues and other receipts that are not allocated by law or contractual agreement to other funds are accounted for in the General Fund. The sources of revenue that comprise the General Fund are described below:

Operating Revenue Sources:

Ad Valorem Tax

Ad valorem taxes are levied against the tangible assessed valuation of real and personal property within the city. The property is assessed by both the Central Appraisal Districts of Collin and Denton Counties at 100% of estimated market value and certified by the Appraisal Review Board.

Sales Tax

The City authorizes a 1% local sales and use tax on the receipts from the retail sale of all taxable items within the city. Local sales and use tax revenue is collected by the Comptroller of the State of Texas.

Mixed Drink Tax

The City receives a portion of the State of Texas tax on mixed beverages sold by private clubs within the city limits.

Bingo Gross Receipts Tax

The City authorizes a 2% collection of gross receipts resulting from conduct of bingo games by an authorized organization in any calendar month. The first \$2,500 of gross receipts each month are exempted.

Franchise Fees

Franchise fees are assessments, based upon gross receipts, for electric, telephone, fiber optics, gas, and cable television.

Fines & Forfeits

This category of revenue includes court fines and forfeitures, traffic fines, and library fines.

Licenses & Permits

Licenses and permits include revenue for building & development related, food handlers, restaurant plan review, animal, alarm, fire protection plan review, grease trap, and pool inspections.

Fees & Charges for Services

Fees and charges for services include revenue for animal adoption, ambulance service, 911, false alarm response, charges for parks and recreation programs, contractor registration, engineering inspection, re-inspection, tree trimming, food handler training, and child safety.

Intergovernmental Resources

These resources are comprised of revenues received from other governmental entities.

Other

Miscellaneous receipts include revenues such as interest income, rents, and insurance collections.

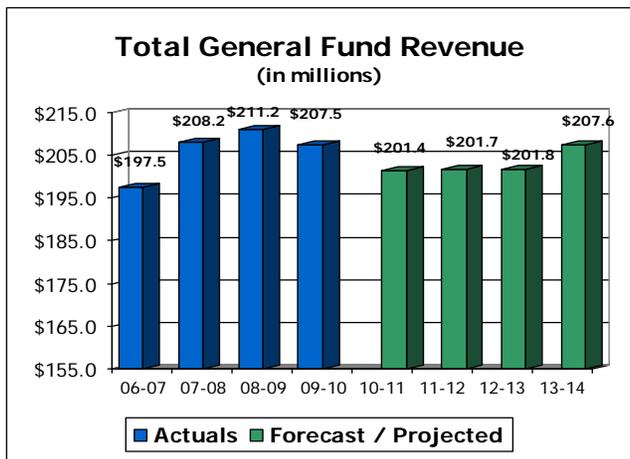
Other Financing Sources:

Operating Transfers In

Transfers from other City funds.

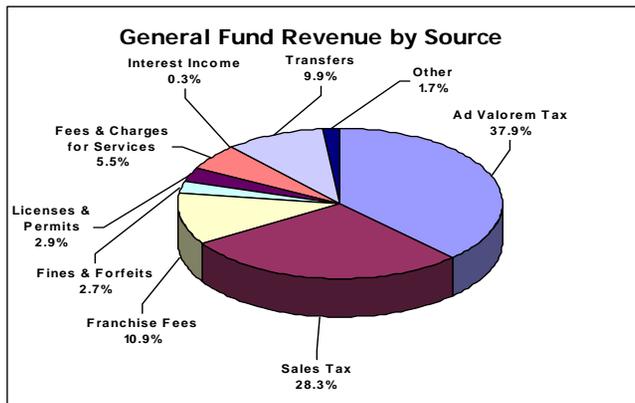
Operating Revenues

The General Fund accounts for most financial resources except those required for debt or specifically attributable to the enterprise funds. Resources are generated by property (ad valorem) and other taxes, franchise fees, fines & forfeits, licenses & permits, and fee & charges for services.



The graph above shows the historical trends and projections for all General Fund revenues. As illustrated, revenues in the General Fund from 2006-07 through 2008-09 showed a rebound, specifically sales tax and building and development related revenues. However, 2009-10 saw an overall decrease as compared to the previous three fiscal years as a result of the economic recession. The continued sluggish economy, a projected decline in existing property values, and flat sales tax receipts are all factors contributing to projected revenue shortfalls during the three-year forecast period. By 2013-14, total General Fund revenues are estimated to be \$207.6 million, essentially the same level as 2009-10 revenues.

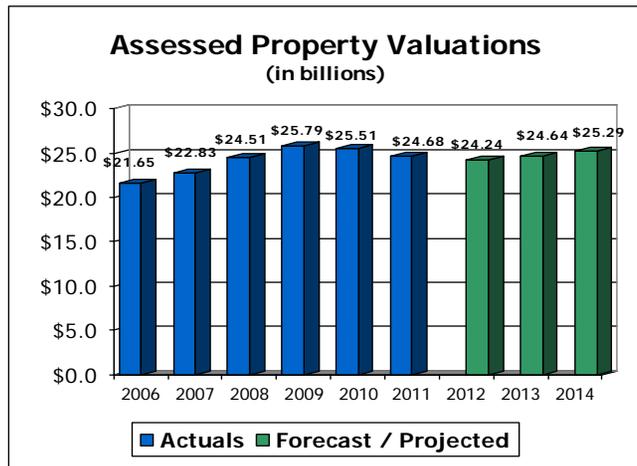
The major sources that make up the General Fund revenues for 2010-11 include: Ad Valorem Tax (37.9%), Sales Tax (28.3%), Franchise Fees (10.9%), Fines & Forfeits (2.7%), Licenses & Permits (2.9%), Fees & Charges for Services (5.5%), Interest Income (0.3%), Transfers (9.9%), and Other (1.7%). A description of each source as well as a discussion of the outlook over the next three years follows.



Ad Valorem Taxes

Ad valorem (property) taxes are the City's largest revenue source. Ad valorem tax revenue is determined by two major factors: the total assessed value established by both the Central Appraisal Districts of Collin County and Denton County plus the tax rate established by the City Council. In 2009-10, the City Council approved a 1.51 cent tax rate increase for a total tax rate of 48.86 cents per \$100 of assessed valuation. This same rate is maintained throughout the forecast, and the amount allocated between debt and operations is adjusted accordingly.

Ad valorem tax revenue is based on maintaining the current tax rate of 48.86 cents per \$100 valuation for the next 3 years and assumes a 99.0% collection rate. At no time during the forecast period does the change in distribution between operation and debt exceed the 8.0% rollback operating limit. However, due to increased bond sales four of the past five years (especially the sale of Certificates of Obligation and Tax Notes), a total of 0.35 cents will be required in 2011-12 and an additional 0.45 cents in 2012-13 to be transferred to the General Obligation (G.O.) Debt Fund from the General Fund. In 2013-14, with the 2007 Tax Notes Issuance paid off and the assessed property values projected to increase by 1.0%, it will allow 1.06 cents to be transferred back from the General Obligation (G.O.) Debt Fund to fund General Fund Operations.

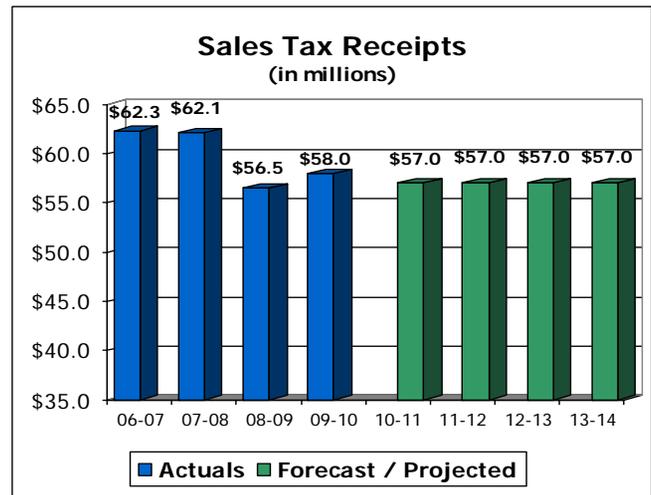


Based on projections attained by both Central Appraisal Districts, existing property values are projected to decrease by 3.0% in 2011-12, remain constant during 2012-13, and then increase by 1.0% in 2013-14. New growth is projected at \$300.0 million in 2011-12 and then at \$400.0 million for both 2012-13 and 2013-14. In 2011-12, Tax Increment Financing (TIF) #1 will expire adding \$757,250 to the City's General Fund.

Sales Tax

Sales tax receipts, the General Fund's second largest source of revenue, is projected to remain at the original adopted budget of \$57.0 million. Several years ago, a decision was made to project \$57.0 million in sales tax collections every year to be used to fund operations. Any amount collected over this amount will be used to purchase one-time expenditures or will be transferred to the Capital Reserve Fund. Currently, sales tax collections for the first five months of the fiscal year are up \$1.4 million or 6.4%.

Due to the volatility of this revenue source, the slowdown in the economy, higher fuel prices, and the increasing loss of retail market share to surrounding communities, sales tax collections are projected to remain constant at \$57.0 million for the forecast period; however, a positive trend is developing and the City has the potential to collect more than our forecasted amount.



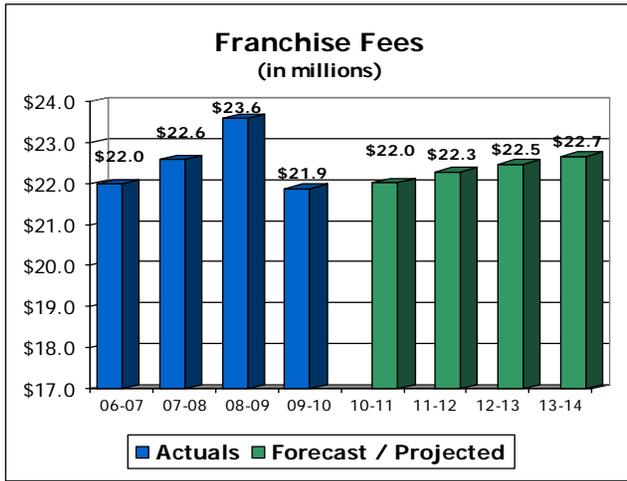
The graph above shows the historical trends and projections for sales tax receipts.

Franchise Fees

Franchise fees for 2010-11 are expected to total \$22.0 million, or 10.9% of the total General Fund revenue. Franchise fees are collected from assessments, based upon gross receipts, for electric, telephone, fiber optics, gas, and cable television.

Telephone, Fiber Optics, and Cable Television franchise fees are all projected to remain relatively constant for the forecast period. Telephone franchise fees are re-estimated for 2010-11 at \$3.9 million; Fiber Optics franchise fees are re-estimated for 2010-11 at \$18,562; and Cable Television franchise fees are re-estimated for 2010-11 at \$3.2 million.

Electrical franchise fees are re-estimated for 2010-11 at \$11.7 million and are projected to increase at the indirect economy-based rate for each of the three forecast years. Gas franchise fees are re-estimated up for 2010-11 to \$3.1 million, up slightly due to a very cold winter season. Gas franchise fees are projected to increase at the indirect economy-based rate for each of the three forecast years. Even though franchise fee revenues from all sources are either remaining stable or increasing slightly, the expenditures charged cities for these services is assumed to be constant for the entire forecast period as projected by the Department of Energy.

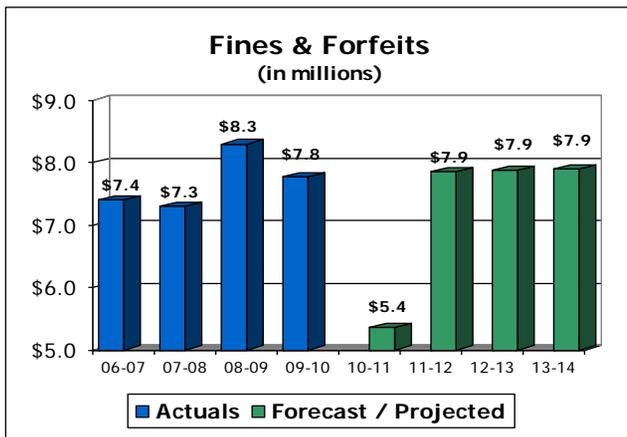


The graph above shows the historical trends and projections for franchise fee revenue. By 2013-14, this revenue source is estimated to reach \$22.7 million, a 3.6% increase over 2009-10 revenues.

Fines & Forfeits

Fines and forfeits for 2010-11 are expected to decrease to \$5.4 million, down \$2.4 million from 2009-10 actuals due primarily to a decrease in municipal court fines collected. It is anticipated that municipal court fines will return to a normal collection pattern next year. This category of revenue includes court fines and forfeitures, traffic fines, and library fines.

Fines and forfeits are projected to increase at the indirect population-based rate of 0.25% in 2011-12, 0.25% in 2012-13, and 0.15% in 2013-14.



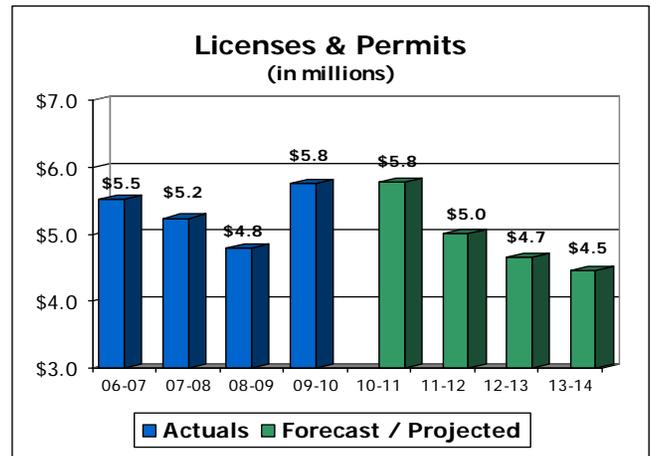
The graph above shows the historical trends and projections for fines and forfeits revenue. By 2013-14, this revenue source is estimated to reach \$7.9 million, a 1.6% increase over 2009-10 revenues.

Licenses & Permits

Licenses and permits for 2010-11 are expected to total \$6.3 million, or 3.1% of the total General Fund revenue. Included within the licenses and permits category are food handlers permits, grease trap permits, animal licenses, alarm permits, most building & development related revenues, and various other permits.

Due to an anticipated continued slow down in construction as a result of the national and local economy, all building & development related revenues are projected to decrease 25.0% in 2011-12, 15.0% in 2012-13, and 10.0% in 2013-14.

Most other licenses and permits revenues are projected to increase at the indirect population-based rate of 0.25% in 2011-12, 0.25% in 2012-13, and 0.15% in 2013-14.



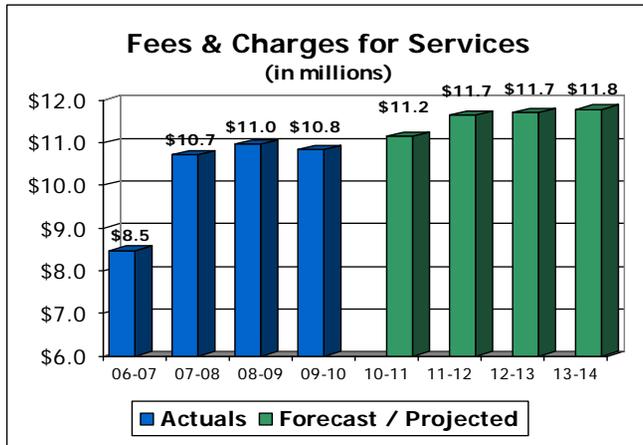
The graph above shows the historical trends and projections for licenses and permits revenue. By 2013-14, this revenue source is estimated to be \$4.5 million, a 22.7% decrease over 2009-10 revenues.

Fees & Charges for Services

Fees and charges for services for 2010-11 are expected to total \$10.6 million, or 5.3% of the total General Fund revenue. Included within the fees and charges for services category are ambulance service fees, emergency 911 fees, false alarm fees, recreation user fees, tennis center fees, engineering inspection fees, re-inspection fees, and various other fees.

Overall, most fees and charges for services are projected to increase at the indirect population-based rate of 0.25% in 2011-12, 0.25% in 2012-13, and 0.15% in 2013-14. Any building & development

related revenues within this category are projected to decrease 25.0% in 2011-12, 15.0% in 2012-13, and 10.0% in 2013-14.

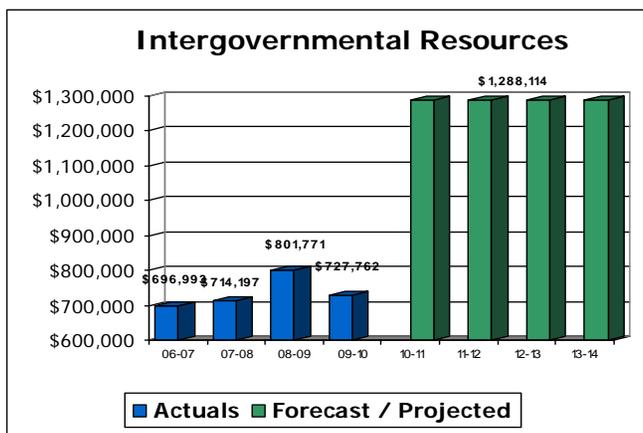


The graph above shows the historical trends and projections for fees and charges for services revenue. By 2013-14, this revenue source is estimated to reach \$11.8 million, a 5.7% increase over 2009-10 revenues.

Intergovernmental Resources

Intergovernmental resources for 2010-11 are expected to total \$1.3 million. These resources are comprised of revenues received from other governmental entities such as payments from Frisco I.S.D. and Plano I.S.D. for school liaison officers. Also included are a Collin County library grant, a Denton County library grant, Plano-Richardson Police training facility receipts, and Interlocal Radio System Access revenue.

Intergovernmental resources are projected to remain constant throughout the forecast period at \$1.3 million.

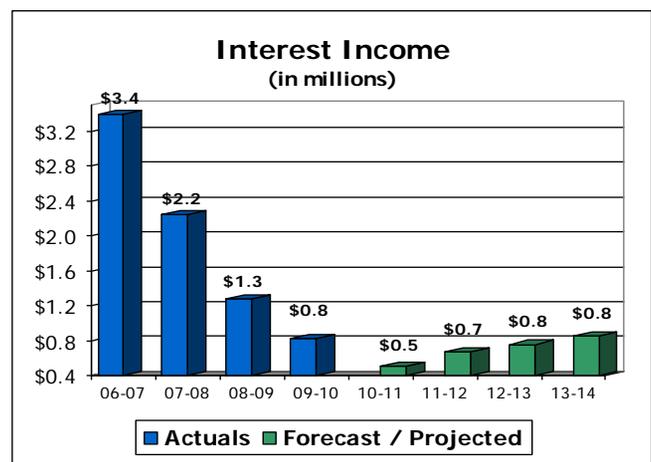


The graph above shows the historical trends and projections for intergovernmental revenue.

Other

Miscellaneous revenues for 2010-11 are expected to total \$2.6 million. Miscellaneous receipts include revenues such as interest income, rents, and insurance collections.

Interest income has dropped dramatically in 2010-11 due to the current economic crisis. Interest income is projected to be \$510,091 in 2010-11 and then increase slightly to \$671,067 in 2011-12 and then increase slowly throughout the remaining forecast period assuming sustained favorable interest rates.

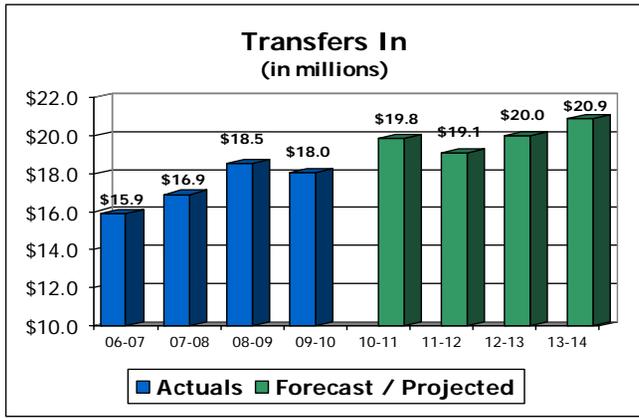


The graph above shows the historical trends and projections for interest income. By 2013-14, this revenue source is estimated to be at \$849,319.

Other Financing Sources:

Operating Transfers In

Transfers in for 2010-11 are expected to total \$19.8 million, or 9.9% of the total General Fund revenue. Transfers in include intra-fund transfers from the Water & Sewer Fund, the Sustainability & Environmental Services Fund, the Recreation Revolving Fund, the Municipal Golf Course Fund, the Convention & Tourism Fund, and the Municipal Drainage Fund. All transfers are based on a percentage allocation of revenues received in each of these funds. Therefore, the revenues received in future years depend on revenues generated in each of these funds over the next three years.



The graph above shows the historical trends and projections for transfers in. By 2013-14, this revenue source is estimated to reach \$20.9 million, a 15.9% increase over 2009-10 revenues.

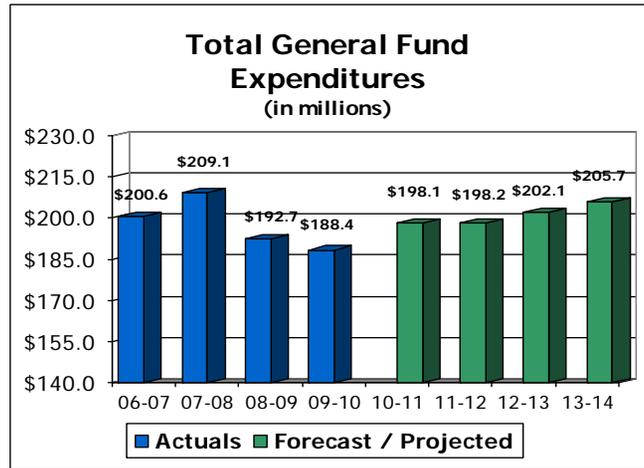
CIP Coming On-Line

Additional revenues anticipated in the future as a result of new facilities coming on-line include the Carpenter Recreation/Senior Center expansion and the Oak Point Recreation Center expansion. In both 2012-13 and 2013-14, \$30,000 in additional revenues is anticipated for a full year operation at the expanded Carpenter Recreation/Senior Center facility and then an additional \$30,000 in 2013-14 is anticipated with the expanded Oak Point Recreation Center.

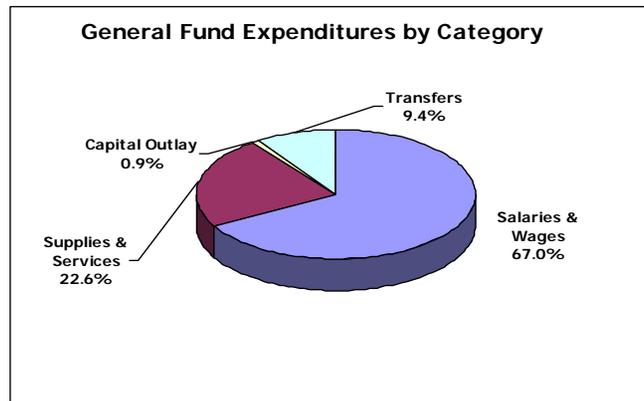
Operating Expenditures

Four decades of rapid growth stimulated local business and development activity and created generous municipal revenues and opportunities. The community, in turn, placed demands on the City to maintain and/or enhance the services provided for citizens. Careful financial planning and budgeting are integral to the budget process as it is known today.

The following graph shows the historical trends and projections for all General Fund expenditures. Over the past decade, there has been steady growth in all major expenditure categories, resulting from the strong growth in the City’s population and the need for increased services. However, as the graph below indicates, 2008-09 shows a dramatic decrease in overall expenditures. This decrease in expenditures was necessitated by the economic downturn and included the elimination of (129) full-time and (17) part-time vacant positions as well as an overall decrease in departmental spending.



The major expenditures that make up the General Fund by category for 2010-11 include: Salaries & Wages (67.0%), Supplies & Services (22.6%), Capital Outlay (0.9%), and Transfers (9.4%). A description of each expenditure category as well as a discussion of the outlook over the next three years follows.



Salaries, Wages and Employee Benefits

Total Salary & Wage growth for the forecast period is projected at \$11.3 million or a 7.8% increase over 2009-10 costs. No salary increases have been included for either Civil Service or Non-Civil Service employees in the forecast. In addition, attrition is projected at 2.5% for the General Fund. The only new positions included in the forecast are the 15 Fire Rescue Specialists for Fire Station #13 beginning in 2012-13 and 15 additional Fire Rescue Specialists in 2013-14 to man Ladder Truck #5. These additions are a result of CIP projects coming on-line. Other than these, no other new positions or program enhancements are included in the projections with the exception of retirement payouts which are included at \$2.0 million for each year of the forecast period. This is necessary to help offset the anticipated large number of retirements in the near future.

Benefits expenditure projections include a 5.0% health insurance increase for all periods of the forecast and a 1.0% TMRS rate increase. Also included is a RSP rate decrease from 3.64% to 3.23% throughout the forecast period resulting in a \$500,000 savings per year. Other benefit rate calculations remain constant. Slight increases to benefits costs such as Medicare, retirement, disability and life insurance costs are driven by any annual salary increase rates.

Supplies & Services

Supplies & services costs are projected to remain constant throughout the forecast period. Municipal garage charges are projected to increase 2.0% in each of the three forecast periods due to anticipated rising fuel costs. Finally, both electricity charges and natural gas charges are projected to remain constant throughout the forecast period.

Capital Outlay

Capital outlay is projected at \$1,000,000 per year for library books. No other new capital is provided for in the General Fund with the exception of capital outlay related to CIP projects coming on-line.

Transfers

The Capital Reserve Fund policy aims to allocate 75.0% of the annual depreciation to be transferred from the General Fund. The transfer to the Capital Reserve Fund is projected to remain constant at \$10.5 million for each forecast period.

The Property & Liability Loss Fund transfer is projected based on a three-year average of General Fund losses. The transfer is projected at approximately \$3.2 million in 2011-12 and is projected to decrease slightly to \$3.2 million throughout the forecast. This transfer is necessary to pay Workers Compensation and Judgments & Damages claims.

A transfer to the Technology Fund in the amount of \$1.0 million in all forecast periods is representative of the General Fund's proportionate share for technology related expenses.

The transfer to the PTN Fund will be resumed in 2011-12 at \$150,000 and is forecasted at this same amount for each year of the forecast period.

The Economic Development transfer is projected to be \$855,758 in 2011-12. This amount will increase 1.0% in both 2012-13 and 2013-14. This annual transfer amount is for personnel and operating and maintenance costs for the Economic Development Department. In 2006-07, the City Council approved

a 2.00 cent tax rate increase to be dedicated solely for economic development incentives and redevelopment purposes. In that initial year, \$6.0 million, which included the two-cent amount plus supplemental funding from the General Fund, was transferred into the Economic Development Incentive Fund for the start-up of this Fund. An additional \$6.0 million was transferred in 2007-08. The forecast includes the transfer to include \$4.8 million in 2011-12; \$4.9 million in 2012-13; and \$5.0 million in 2013-14. These forecasted amounts represent only the actual two-cent property tax revenue and does not include supplemental funding from the General Fund.

Detailed information regarding specific transfers is provided in the Appendix section: *Three-Year Financial Forecast – Transfers*.

Community Investment Program Impacts

Included in this forecast are new project costs associated with Community Investment Projects coming on-line during the forecast period totaling over \$5.8 million. These projects include Fire Station #13 and equipment, an expansion of the Carpenter Recreation Center and the Oak Point Recreation Center, and additional Park Improvements. Please refer to *Projected General Fund O&M Expenses – Community Investment Program* in the Appendix Section of this document for a detailed list.

Outlook & Analysis

Financial policies adopted by City Council stipulate that the General Fund must maintain a working balance of 30 days. Beginning in 2011-12, based on this current forecast, the General Fund will fall short of this Council goal. Specifically, the General Fund will need an additional \$9.3 million in additional revenues, reduced expenditures, or a combination of both to reach the 30 day working balance requirement. Thus, the projections indicate that there may not be sufficient resources in the General Fund to maintain current operations or increase staffing to meet growing the demand for services, even if revenues meet expectations.

In an effort to help soften the anticipated 2011-12 budget shortfall, we will continue to search for additional potential cost reductions. Part of this process will also include identifying and evaluating any impacts or outcomes that would result from these additional cost reductions and what direct impacts it would have on service level delivery.

General Obligation Debt Service

Recurring Revenue Vs. Recurring Expenditures

	2009-10	2010-11	2010-11	2011-12	2012-13	2013-14
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Ad Valorem Taxes	\$39,740,619	\$42,412,651	\$42,417,865	\$42,784,061	\$44,596,044	\$43,077,851
Interest Income	284,605	225,000	180,000	200,000	250,000	300,000
Police Academy Reimbursement	246,554	142,527	142,527	150,597	150,442	156,476
Total Recurring Revenue	\$40,271,778	\$42,780,178	\$42,740,392	\$43,134,658	\$44,996,486	\$43,534,327
Recurring Expenditures						
Principal	\$22,645,000	\$22,640,000	\$22,640,000	\$22,830,000	\$24,044,536	\$24,223,844
Interest	13,344,366	12,507,540	13,044,729	12,581,567	13,159,140	13,656,379
Trans to Tech Infra & Pub Art	281,064	280,325	280,325	284,376	283,000	281,414
Transfer to Tax Notes Moto Mesh	2,099,000	2,097,200	2,097,200	2,092,600	2,085,200	0
Transfer to Tx Nt Moto Mesh & Radio Sys	2,678,419	2,694,494	2,694,494	2,717,869	2,733,469	2,754,578
Transfer to Tax Notes Radio System	963,725	969,994	969,994	980,644	990,619	999,919
Transfer to CO's Radio System	208,407	906,976	906,976	905,476	903,776	906,876
Exchange Fees	126,768	20,000	10,250	20,000	20,000	20,000
New Debt	0	497,550	0	702,000	718,425	712,500
Total Recurring Expenditures	\$42,346,749	\$42,614,079	\$42,643,968	\$43,114,532	\$44,938,165	\$43,555,510
Fund Balance - Beginning	\$3,250,126	\$1,042,747	\$1,175,155	\$1,271,579	\$1,291,705	\$1,350,026
Total Recurring Revenue	\$40,271,778	\$42,780,178	\$42,740,392	\$43,134,658	\$44,996,486	\$43,534,327
Total Recurring Expenditures	\$42,346,749	\$42,614,079	\$42,643,968	\$43,114,532	\$44,938,165	\$43,555,510
Fund Balance - Ending	\$1,175,155	\$1,208,846	\$1,271,579	\$1,291,705	\$1,350,026	\$1,328,844
Total Assessed Property Value	\$24,680,898,705					
Tax Split:						
Debt	0.1602	0.1751	0.1751	0.1786	0.1831	0.1725
Operations	0.3268	0.3135	0.3135	0.3100	0.3055	0.3161
	0.4870	0.4886	0.4886	0.4886	0.4886	0.4886

The **General Obligation Debt Service Fund** accounts for the accumulation of monies set aside to pay principal and interest on debt incurred through sale of bonds and other debt instruments. These tax bonds finance long-term community investment projects such as streets, parks, buildings, and technology infrastructure projects.

Operating Revenue Sources:

Ad Valorem Tax

Ad valorem taxes are levied against the tangible assessed valuation of real and personal property within the city. The property is assessed by the Central Appraisal Districts of Collin County and Denton County at 100% of estimated market value and certified by the Appraisal Review Board.

Other

Miscellaneous receipts include revenues such as interest income and reimbursements from the other member city (Richardson) for a portion of the debt on the shared Police Academy.

Other Financing Sources:

Operating Revenues

Ad valorem taxes necessary to be collected in the General Obligation (G.O.) Debt Service Fund are determined by using the projected assessed value for each year, and appropriating the funds required for principal and interest payments on existing and new debt. All additional revenue that is collected in the General Obligation (G.O.) Debt Service Fund, such as interest earnings and reimbursements for Police Academy debt, helps offset the amount of ad valorem tax revenue required to keep the ending fund balance at 2.5% of current taxes.

The graph above shows the historical trends and projections for all General Obligation Debt Service Fund revenues.

The 2011-12, 2012-13 and 2013-14 total General Obligation (G.O) Debt Service Fund revenues are estimated at \$43.1, \$45.0 and \$43.5 million concurrently.

Ad Valorem Taxes

The existing tax rate is used for projections throughout the three-year period. After the debt portion of the tax rate is determined, the remaining amount is available for operations. Due to economic conditions, the issuance of several large Tax Notes and with property values in 2011-12 projected to decrease by another 3%, the projected debt portion of the tax rate will need to increase from .1751 to .1786. According to preliminary estimates provided by the Central Appraisal Districts of Collin County and Denton County, the total assessed property value projected for 11-12 is \$24.2 billion which is down by \$440.4 million from 2010-11. Adjustments are made for both TIF Districts and the 380 Agreements. In 2011-12, TIF #1 will expire adding \$369,442 to the City's General Obligation Debt property tax revenue.

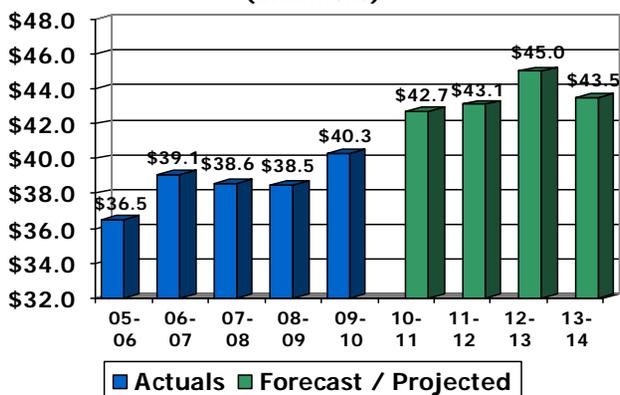
Ad valorem tax revenue is based on maintaining the 2010-11 tax rate of 48.86 cents per \$100 valuation for the next 3 years and assumes a 99.0% collection rate. At no time during the forecast period does the change in distribution between operation and debt exceed the 8.0% rollback operating limit. However, due to increased bond sales four of the last five years (especially the sale of Certificates of Obligation and Tax Notes), a total of .35 cents will be required in 2011-12 and an additional .45 cents in 2012-13 to be transferred to the General Obligation (G.O.) Debt Fund from the General Fund. In 2013-14, with the 2007 Tax Notes Issuance paid off and the assessed property values projected to increase by 1%, it will allow 1.06 cents to be transferred back from the General Obligation (G.O.) Debt Fund to fund General Fund Operations.

Other

Miscellaneous revenues for 2010-11 have been re-estimated at a total of \$322,527 and are comprised of interest income and transfers.

Total General Obligation Debt Service Fund Revenue

(in millions)

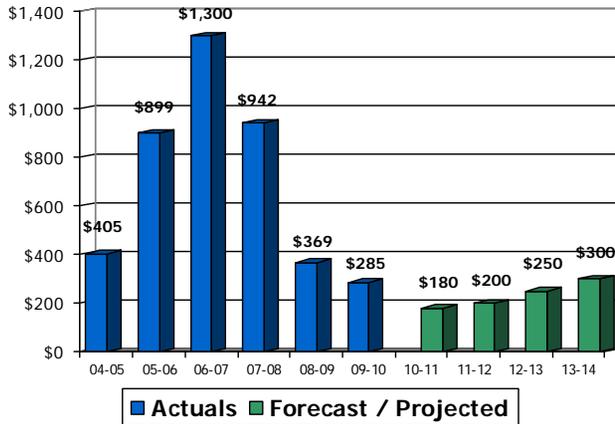


Interest income is projected down by \$45,000 to \$180,000 in 2010-11 due to low interest rates generating less interest earnings. The interest rates are projected at \$200,000 for 2011-12 and in increase \$50,000 per year for fiscal years 2012-13 and 2013-14. The graph below shows the historical trends and projections for interest income.

Existing bond authority should provide funding for community investment projects into 2013-14 from the \$144.8 million in bond authority approved by voters on May 7, 2005 and the \$128.6 million in authority provided by the voters on May 9, 2009. \$2.0 million of the 2005 and \$122.6 million of the 2009 authority remain available. On January 24, 2011, \$21.4 million in bonds were sold. For the purpose of this forecast, a \$31.2 million bond sale is scheduled for 2011-12, \$30.9 million for 2012-13 and \$30.0 million for 2013-14. The new General Obligation (G.O.) debt forecast issues use an average interest rate of 4.5% for 2011-12, 4.65% for 2012-13 and 4.75% for 2013-14. The issuance is projected on mid-year sales with only one interest payment included in the first year. The issuances for the Arts of Collin County project are on hold and are not included in this forecast.

Primary factors affecting the projections include changes in economic conditions, interest rates, structuring of debt payments and actual amounts of the annual bond sale.

Interest Income Revenue
(In thousands)



Other Financing Sources:

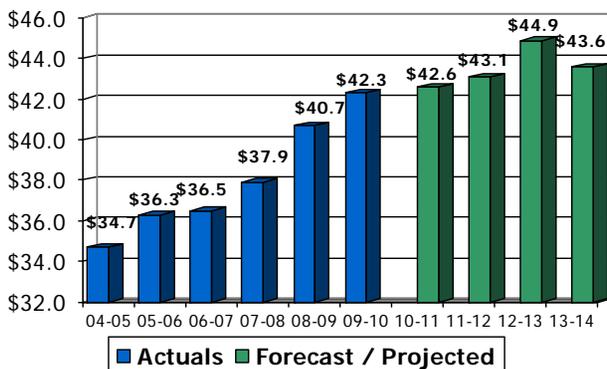
Operating Transfers In

The Police Academy reimbursement for 2011-12 totals \$150,597 and is scheduled to be received through 2025 when the Police Academy debt is paid off.

Operating Expenditures

Expenses in this fund are exclusively for support of principal and interest payments on long-term general obligation debt. The following graph shows the historical trends and projections for all General Obligation (G.O.) Debt Service Fund expenditures.

Total General Obligation Debt Service Fund Expenditures
(in millions)



Water & Sewer**Recurring Revenue Vs. Recurring Expenditures**

	2009-10	2010-11	2010-11	2011-12	2012-13	2013-14
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Water Income	\$61,422,725	\$62,236,249	\$65,062,982	\$68,966,761	\$72,533,532	\$75,560,411
Sewer Income	52,036,373	52,414,712	51,147,140	51,954,000	53,836,620	55,451,719
Water Taps	87,082	84,296	84,296	85,560	86,844	88,147
Water & Sewer Penalties	1,406,436	1,420,082	1,420,082	1,427,182	1,434,318	1,438,621
Water Meters	172,322	109,051	109,051	110,687	112,347	114,032
Construction Water	177,346	200,589	200,589	203,598	206,652	209,752
Service Connect Fee	149,526	146,816	156,816	159,168	161,556	163,979
Backflow Testing	410,100	382,951	416,355	422,600	428,939	435,373
Sewer Tie-On	17,135	16,487	16,487	16,734	16,985	17,240
Interest Earnings	0	20,000	20,000	20,000	20,000	20,000
Educational Building	157,239	157,239	157,239	157,239	157,239	157,239
Misc. Income	668,601	590,366	476,580	483,729	490,985	498,349
Total Recurring Revenue	\$116,771,265	\$117,841,115	\$119,325,697	\$124,066,210	\$129,545,557	\$134,214,998
Recurring Expenditures						
Salaries & Benefits	\$8,998,960	\$9,277,219	\$9,006,598	\$9,280,691	\$9,773,070	\$9,925,417
Supplies & Services	10,475,692	10,926,691	12,480,035	11,556,625	11,845,628	12,141,858
NTMWD	53,558,710	58,526,690	58,526,690	64,338,924	69,631,342	75,256,133
Retirement of NTMWD Debt	830,868	518,540	518,540	793,540	869,898	873,695
Reimbursements	288,163	285,215	285,215	293,895	299,415	305,603
Capital Outlay	1,238,306	0	23,423	0	0	0
Total Recurring Expenditures	\$75,390,699	\$79,534,355	\$80,840,501	\$86,263,675	\$92,419,354	\$98,502,706
Transfers Out	37,051,576	33,965,035	36,568,467	35,004,526	37,318,600	38,332,033
Fund Balance - Beginning	\$10,555,173	\$10,722,020	\$14,884,163	\$16,800,892	\$19,598,900	\$19,406,505
Total Recurring Revenue	\$116,771,265	\$117,841,115	\$119,325,697	\$124,066,210	\$129,545,557	\$134,214,998
Total Recurring Expenditures	\$75,390,699	\$79,534,355	\$80,840,501	\$86,263,675	\$92,419,354	\$98,502,706
Less: Transfers Out	\$37,051,576	\$33,965,035	\$36,568,467	\$35,004,526	\$37,318,600	\$38,332,033
Fund Balance - Ending	\$14,884,163	\$15,063,745	\$16,800,892	\$19,598,900	\$19,406,505	\$16,786,764
Days of Operation			76	83	77	62

The **Water & Sewer Fund**, an enterprise fund, provides for the administration, operation, and maintenance of the City's water and wastewater system, billing, and collection activities. The services provided by the Water & Sewer Fund are financed through utility customer fees. Common sources of revenue that comprise the Water & Sewer Fund are described below:

Operating Revenue Sources:

Water Income

Monthly service fees charged for potable water, designed to recover customer costs based on customer class, metered water consumption per thousand gallons and meter line size.

Sewer Income

Monthly service fees charged for wastewater collection, transmission, and treatment services. Sewer fees are based on customer class, metered gallons of water consumed, and use a rolling three year Winter Quarter Average.

Water Taps

Fee charged for water line installation and connection from the customer's service line to the meter and the municipal water main.

Water & Sewer Penalties

A late fee charged for failure to pay the utility bill by the 25th day after billing date.

Water Meters

Fee charged for the installation of water meters. All meters remain the property of the City.

Construction Water

Fee charged for consumption of water using temporary fire hydrant meters, usually for temporary water connections during construction.

Service Connect Fee

Fee charged to turn on water service, and for any transfer of service from one name or address to another where no service call is required.

Backflow Testing

Periodic fee to test the integrity of water system backflow prevention devices to assure that no cross connection has occurred during the installation or relocation of water lines, sprinkler systems, fire suppression service lines and meters on private property.

Sewer Tie-On

Fee charged for connection to an existing sanitary sewer line.

Pre-Treatment Permits

Fee charged for any significant industrial or commercial user which discharges non-domestic waste into the sanitary sewer system.

Miscellaneous Income

Includes revenues such as interest income related to the fund balance, sewer taps, disconnect and reconnect fees, rental income, insurance collections, and other miscellaneous sources.

Other Financing Sources:

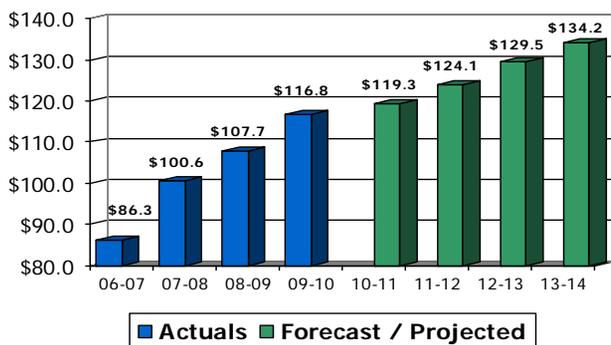
Operating Transfers In

Direct transfers from water and sewer reserve funds and other sources on an as needed/if available basis.

Operating Revenues

The City of Plano procures water supply and sewer services through a contract with the North Texas Municipal Water District (NTMWD). Residents and commercial customers, in turn, purchase these services from the City. Customer service rates and fee structures are reviewed annually with the purpose of generating the revenues required to fulfill the contractual obligations with the water district, as well as compensate for the building of water and sewer delivery lines, storage tanks, and other infrastructure, including maintaining delivery lines, equipment, operating expenses and the personnel required to deliver water and sanitary sewer services to the customers.

Total Water & Sewer Fund Revenue
(in millions)

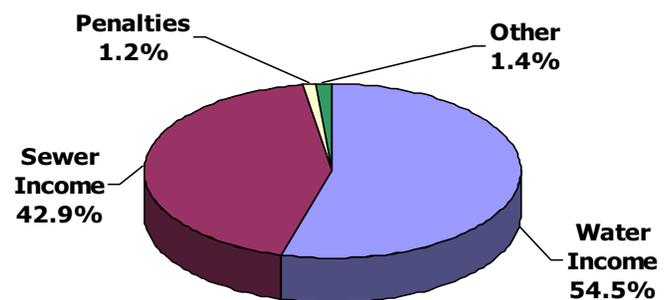


The graph above shows historical revenue data and future revenue projections for the Water & Sewer Fund. Revenues in this Fund have been highly affected by the extreme reversals from year to year in local weather patterns and conditions. Since reaching a peak usage of 26.7 billion gallons of water in 2001-02, average water usage for the last ten years in Plano is approximately 22.8 billion gallons per year. Recent years have included erratic changes in annual rainfall in the area. During 2002-03 and 2003-04 the region experienced above normal rainfall. Fiscal Year 2004-05 and 2005-06 experienced two years of drought. The weather pattern reversed again and with excessive rainfall during 2006-07, the water purchased from NTMWD dropped to a little over 19 billion gallons, a 15% reduction. During 2007-08 water usage increased by 16.3% to 22.2 billion gallons, while during 2008-09 gallons of water purchased from the district expanded to 22.8 billion, another slight increase of 3%.

The City ended the “water year” of August 1, 2009 – July 31, 2010 at 21.4 billion gallons, reversing the prior two-year trend with a decrease of 6% from 2008-09 purchases. During the same ten year period, wholesale water rates have increased from \$0.72 per thousand gallons in 2001-02 to \$1.25 per thousand in 2009-10. The current rate is \$1.37, representing a 90.3% rate increase from the district since 2001-02. Wholesale rate increases have been passed through to the water customers in Plano incrementally, or as needed to provide the revenues required to support the fund, with the goal of keeping the water revenues paying for the water related programs and projects.

Other factors impacting revenue include: Winter Quarter Averaging for sewer charges based on metered water consumption during the winter months; updates to the Water & Sewer rate model; major sewer and water delivery line repairs; significant increases in wholesale costs from NTMWD for wastewater (sewage) treatment and processing. Also, the City has seen a change in water consumption patterns as related to water conservation efforts and other Sustainability programs. Watering and irrigation restrictions (a direct result of drought conditions from prior years) were lifted three years ago, but consumers in Plano have continued to adopt conservation practices that coincide with the current economic recession.

2010-11 Water & Sewer Fund Revenue by Source

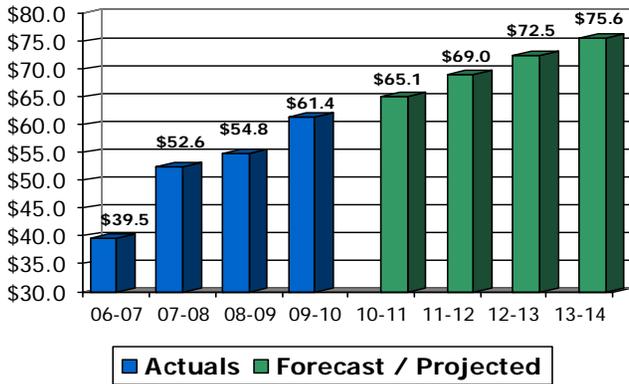


2010-11 Revenue re-estimates include: Water Income (54.5%), Sewer Income (42.9%), Penalties (1.2%), and Other sources (1.4%). A description of each source as well as a discussion of the outlook over the next three years follows. Overall, fund revenues have been increased by 1.26% for the 2010-11 re-estimate.

Water Income

Water & Sewer Fund’s largest revenue source is water income. Water revenues are based directly on the type of customer (residential or nonresidential/commercial), meter size, and consumption or metered gallons. Usage is billed monthly per thousand gallons. Plano purchases water from the NTMWD at a rate based on a 1,000 gallon basis, subject to a 26.7 billion gallon minimum annual purchase. Water sales are quickly and dramatically impacted by changes in local weather patterns such as excess rainfall or drought as discussed in a preceding graph. Conservation and “Green Living” practices are also impacting the City’s annual water revenues, ultimately reducing metered consumption. Unused or “unsold” water reduces the water revenues received by the City, with additional negative impact to the fund because of the minimum gallons that must be purchased under terms of the contract with NTMWD. Conversely, when the annual minimum usage requirement (26.7 billion gallons) is exceeded, that amount becomes the new annual minimum purchase required of the City. The NTMWD minimum gallon purchase requirement was last increased/met during 2001-02, based on abnormally extreme usage during the summer of 2002.

Water Income
(in millions)



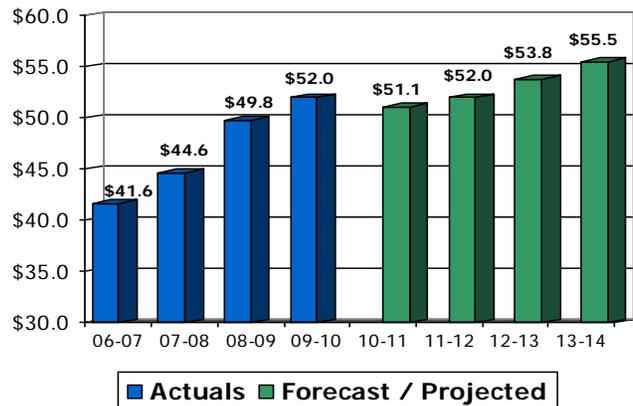
Future water revenue projections are based on a return to a more normal weather pattern and an averaged water sales volume of approximately 26.4 billion gallons per year, based on 2005-06 usage. 2010-11 water income is currently re-estimated at \$65.1 million, a 4.5% increase from the original Budget. Water rates were adjusted effective November 1, 2010 by ordinance to allow for an adjusted pass-through of a .12 per thousand gallon rate increase from NTMWD.

The water income graph illustrates historical trends and projections for water income. By 2013-14, this revenue source is estimated to reach \$75.6 million. Water wholesale cost increases of 12% for 2011-2012, 9% for 2012-13, and 8.3% for 2013-14 are factored into the forecast revenue projections, and will be analyzed and adjusted to the appropriate increases needed to be passed on to customers in future years.

Sewer Income

Sewer income represents the Water & Sewer Fund’s second largest revenue source, and is based on a Winter Quarter Averaging method. Sewer revenues reflect the use of Winter Quarter Averaging to annually re-set the monthly sewer rates for customers. This method uses the water consumption for each customer based on their December, January, February, and March billings. These billings are typically based on November, December, January, and February actual water consumptions. The highest month of consumption of these four billing periods is disregarded, and the remaining three months are averaged. This quarter average is then averaged with the prior two years Winter Quarter Averages to establish the sewer usage charge for billing over the next 12-monthly billing periods. Once the new annual sewer usage rate is established, this amount is billed for the next 12 months. The advantage of the Winter Quarter Averaging program for residents is that lawn watering and other outdoor usage during the warmer months does not impact the monthly sewer charges.

Sewer Income
(in millions)

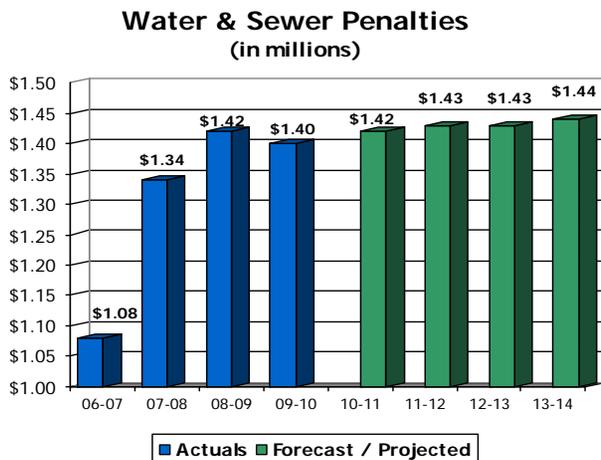


The sewer income graph indicates both the historical trends and projections for sewer income. Sewer revenue projections include the projected future sewer treatment and transmission cost increases from NTMWD and will be passed through to customers as

needed for treatment-related expenditures and programs. Future wastewater treatment projections billed from the district are projected at 5.7%, 8.1%, and 6.80% over the forecast period, and are included in this forecast. Using 3-year winter quarter averages for water consumption, the 2010-11 Sewer revenues are re-estimated at \$51.1 million, down very slightly at 2.4% from the original Budget. Sewer rates were last adjusted March 1, 2009. By 2013-14, the wastewater revenue is estimated to reach \$55.5 million, based on treated gallon projections, as measured by the district.

Water & Sewer Penalties Income

Water & Sewer penalties collected have trended upwards based on economic conditions, population growth and rate changes. Weather patterns affect consumption and also impact the penalties collected. A penalty charge is assessed for failure to pay the monthly water and sewer billing by the 25th day after the billing date. Water & Sewer penalties are projected at the original budget of \$1.4 million for the 2010-11 Re-Estimate, with very minor annual increases over the forecast period.



The graph shows the historical trends and projections for Water & Sewer penalties and by 2013-14 are projected to reach \$1.44 million.

Other

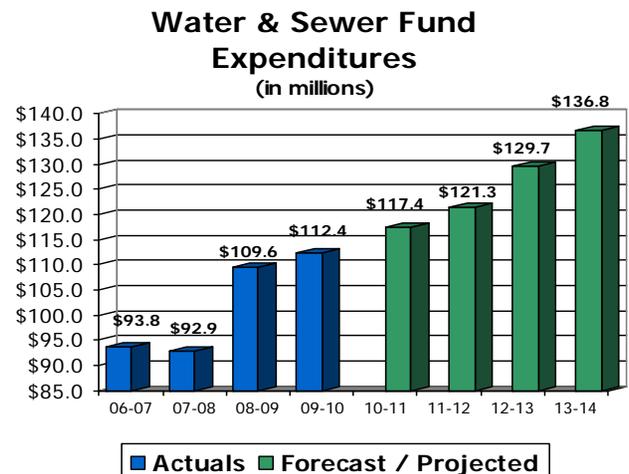
Miscellaneous revenues for 2010-11 are re-estimated at \$1.7 million, or 1.4% of the total Water & Sewer Fund revenues. Miscellaneous sources include revenues such as interest income, water and sewer taps, water meters, transfers in, service connect fees, connection fees, backflow testing, and other miscellaneous sources. Charges and fees related to customer deposits, service call fees, after hour charges, and day of appointment time modification

fees were all modified by ordinance change effective August 1, 2010, but these changes were projected to be revenue neutral based on modifications to call out schedules and overtime changes.

Interest income was kept at the original budget amount of \$20,000 for the remainder of the forecast, with optimism. Interest earnings are critically affected by the monthly fund balance and the overall unfavorably poor investment market conditions. The City is no longer collecting water and sewer impact fees related to infrastructure, the City Ordinance was modified to discontinue the program in August 2009. Other miscellaneous fund revenue projections have been reviewed and include small projection changes related to current economic trends.

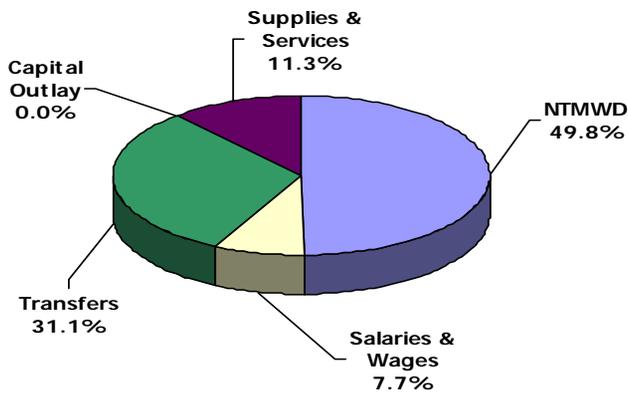
Operating Expenditures

The following graph shows the historical trends and forecast period projections for Water & Sewer Fund operating expenditures and transfers.



The expenditures are expected to increase by \$18.6 million (16.95%) from the 2009-10 actual expenditures when compared to 2013-14 projected expenditures. This increase is specifically tied to the ever-increasing costs of water delivery and wastewater treatment from NTMWD, as well as the inclusion of transfers to a Water and Sewer Reserve Fund during 2010-11 through 2013-14 of \$2.5 million per year, totaling \$10.0 million over the forecast period. The Reserve Fund balance was completely depleted during 2006-07 when the remaining reserve funds were required to help offset the major fluctuations and a catastrophic sewer line repair. These fluctuations were experienced during periods of extreme weather conditions, including severe drought and excessive rainfall.

2010-11 Water & Sewer Fund Expenditures by Category



Major expenditures in the Water & Sewer Fund for the 2010-11 Re-Estimate include: Salaries & Wages, 7.7%; Supplies & Services, 11.3%; NTMWD, 49.8%; Capital Outlay, 0.0%; and Transfers, 31.1%.

Salaries, Wages and Employee Benefits

Salary, Wage and Benefit expenses are projected to increase by \$502,579 or 7.24% for the entire five year period from the 2009-10 actual expenditures as compared to 2013-14 projected expenditures. Salary, wage and benefit predictions include salaries for all approved positions and reflect a 0.5% attrition rate. No salary or merit increases, no new positions and no program enhancements have been included in this forecast.

Benefits expenditure projections include a 5.0% health insurance increase, approximately a 1% TMRS rate increase for all periods of the forecast, and very slight changes to the RSP and life insurance rates based on current factors.

Supplies & Services

Supplies & services include materials, supplies, contracts, fuel, repairs, utilities, sundry and reimbursements to other cost centers. Municipal garage charges are programmed to increase 2% in all three years of the forecast. Electricity (for water and wastewater pumping) rates are not projected to increase in this forecast, due to efficiencies in replacement pumps and the expected stabilization of electric rates.

Phase I and Phase II of the Fixed Network meter reading project have been completed, and Phase III will begin in 2011-12. Approximately 50% complete, 40,000 water meters have been replaced out of an 80,000 meter inventory. The fixed network project

replaces previous electronic meters and accesses the City's wireless Moto Mesh system to periodically and automatically upload consumption data from each meter, saving fuel and labor costs while increasing billing accuracy over the previous AMR system. The project is expected to be completed during 2013-14.

North Texas Municipal Water District

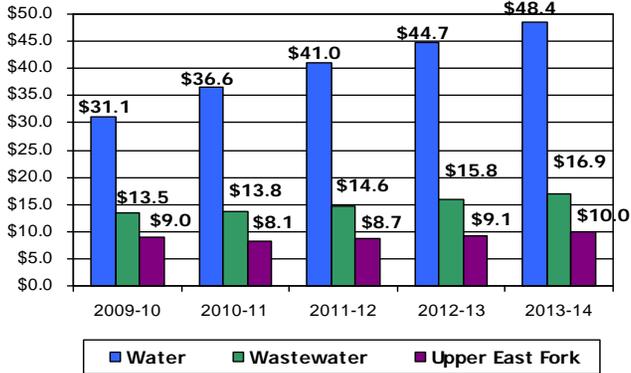
Projected increases from the NTMWD for water and sewer service treatment and delivery during the forecast period total \$21.7 million, and are a 39.97% total increase over the 2009-10 NTMWD expenditures. Projections for Water and Wastewater treatment costs from NTMWD will continue to experience a steady incline for the future and are discussed below.

Water costs are projected to increase approximately 12.0% in 2011-12, another 9.0% in 2012-13, and then 8.3% in 2013-14, with rising annual expenditure increases based on the current take or pay minimum of 26.7 billion gallons. For 2011-12, the wholesale water rate is projected at \$1.54 per thousand gallons, a \$0.17 increase over the 2010-11 rate of \$1.37 per thousand gallons. In 2012-13, the water cost projections increase to \$1.65 per thousand gallons, and in 2013-14, \$1.65 per thousand gallons.

Wastewater treatment costs are projected to increase by 5.7% in 2011-12, and then increase 8.1% for 2012-13 and 6.8% for 2013-14. Upper East Fork Upper East Fork Interceptor Wastewater System costs are projected to increase by 7.8% in 2011-12, and then increase 4.8% in 2012-13, and 9.2% for 2013-14. Retirement of NTMWD debt for the water transmission facilities is programmed at \$793,540 for 2011-12, and follows the original loan schedule of \$869,898 for 2012-13, and \$873,695 for 2013-14.

The following graph outlines the anticipated payments to NTMWD over the three-year forecast period for Water, Wastewater, and the Upper East Fork Wastewater Interceptor System.

NTMWD Expenditures
(in Millions)



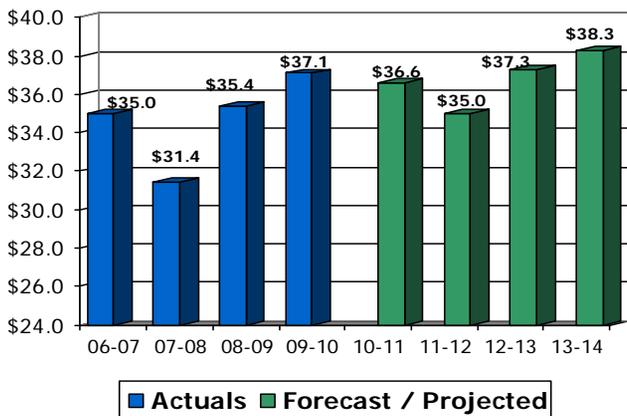
Capital Outlay

Capital outlay is re-estimated at \$23,423 for 2010-11, for furniture and fixtures related to the completion of the Environmental Education Building. No other capital costs have been included for all three future years of this forecast.

Transfers

Expenditure transfers included in the forecast are to other City of Plano funds for services received, for the payment of Water & Sewer Debt, for planned Water & Sewer Capital Improvements, for projects included in the Capital Reserve Fund, for Technology-related service enhancements, and for Sustainability educational programming.

Transfers
(in millions)



The graph shows the historical trends and projections for all Water & Sewer Fund transfers to other City funds. Total Transfers increase \$1.3 million (3.5%) from the 2009-10 actual transfers when compared to 2013-14 projected transfers due to the inclusion of transfers totaling an additional \$7.5 million to the Reserve Fund to help offset severe impacts to the fund during periods of extreme weather patterns.

Water & Sewer Fund transfers to the General Fund are based on a percentage of projected Water & Sewer revenues, indirect cost allocations, and an amount in lieu of property taxes (based on total assets). These factors are reviewed each year during the budget process, and the transfer amount is calculated. General Fund transfers are projected to increase by \$2.8 million or 16.97% from the 2009-10 actual expenditures when compared to 2013-14 projections.

The annual transfer for the repayment of Water and Sewer debt decreases each year of the forecast as the debt is paid. The complete retirement of the existing Water & Sewer debt is projected by the end of FY 2011-12.

The Water & Sewer Fund finances Community Investment Projects (CIP) by the "Pay-As-You-Go" method. Transfers for the forecast period from 2011-12 through 2013-14 total \$34.3 million and are based on a schedule of probable repairs and improvements to the City's aging water & sewer infrastructure and delivery system.

Forecast transfers also include a total of \$3.6 million for the 3-year forecast period to the Capital Reserve Fund for other projects related to Water & Sewer service.

The transfer to the Property & Liability Loss Fund has been slightly increased to \$657,231 for the re-estimate, while \$652,309 is included for 2011-12. In 2012-13 the transfer increases to \$684,925 while in 2013-14, \$719,171 is projected as the Water & Sewer Fund's projected share of estimated expenditures from the Property & Liability Loss Fund.

A transfer in the amount of \$300,000 to the Technology Fund is included for each year of the forecast, and is representative of the fund's share of technology improvements and upgrades to the City information infrastructure, in accordance with the City's Technology Plan. The transfer is re-evaluated each year during the regular budget process, based on the Technology Fund balance and future projects.

Detailed information regarding specific transfers is provided in the Appendix section: *Three-Year Financial Forecast - Transfers*.

Outlook & Analysis

Based on the projections in this forecast, the return to an average of 26.4 billion gallons per year water consumption usage and a continuation of existing

service levels, this forecast produces enough working capital to meet the goal of 45 days of operating expenses as established by City Council for all periods.

With recent annual drastic fluctuations in rainfall and anticipated cost increases from NTMWD, the Water & Sewer Fund continues to require vigilant monitoring of the water and sewer rates and sales volume.

All water and sewer revenues are influenced by population changes, new construction, decreases or increase in consumption of water stemming from the weather conditions and conservation programs.

Sustainability & Environmental Services

Recurring Revenue Vs. Recurring Expenditures

	2009-10	2010-11	2010-11	2011-12	2012-13	2013-14
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Commercial Franchise	\$6,286,201	\$6,504,545	\$6,699,681	\$6,900,672	\$7,073,189	\$7,250,018
Residential Collection	12,655,347	12,620,722	12,659,232	12,722,528	12,786,141	12,824,499
Special Refuse Collection	80,070	82,588	74,908	75,095	75,283	75,396
Recycling	538,113	300,000	600,000	601,500	603,004	603,908
Sale of Compost	1,138,107	1,191,287	1,191,287	1,194,265	1,197,251	1,199,047
Sale of Landscape Bags	41,709	40,982	40,982	41,084	41,187	41,249
Allied Waste, Inc.	75,721	76,477	76,477	78,771	80,741	82,759
Tipping Fees	696,516	770,984	770,984	772,911	774,844	776,006
Contributions via Utility Billing	11,256	11,600	11,600	11,629	11,658	11,676
Other	984,117	533,566	533,566	539,031	545,769	552,591
Sustainability Program Transfer	100,000	100,000	100,000	100,000	100,000	100,000
Total Recurring Revenue	\$22,607,157	\$22,232,751	\$22,758,717	\$23,037,488	\$23,289,065	\$23,517,149
Recurring Expenditures						
Salaries & Wages	\$6,181,871	\$6,195,084	\$6,150,037	\$6,268,140	\$6,360,617	\$6,466,129
Supplies & Services	6,706,270	7,251,339	7,495,391	7,156,979	7,358,489	7,413,676
NTMWD	7,291,338	8,055,652	8,055,652	8,205,469	8,280,738	8,329,414
Capital Outlay	14,016	6,500	16,100	0	0	0
Total Recurring Expenditures	\$20,193,495	\$21,508,575	\$21,717,180	\$21,630,588	\$21,999,844	\$22,209,219
Transfers Out	1,424,851	1,433,144	2,135,302	1,431,096	1,435,569	1,438,267
Fund Balance - Beginning	\$1,970,455	\$1,676,610	\$2,959,266	\$1,865,501	\$1,841,305	\$1,694,957
Total Recurring Revenue	\$22,607,157	\$22,232,751	\$22,758,717	\$23,037,488	\$23,289,065	\$23,517,149
Total Recurring Expenditures	\$20,193,495	\$21,508,575	\$21,717,180	\$21,630,588	\$21,999,844	\$22,209,219
Less: Transfers Out	\$1,424,851	\$1,433,144	\$2,135,302	\$1,431,096	\$1,435,569	\$1,438,267
Fund Balance - Ending	\$2,959,266	\$967,642	\$1,865,501	\$1,841,305	\$1,694,957	\$1,564,621
Days of Operation	53	16	31	31	28	26

The **Sustainability & Environmental Services Fund**, an enterprise fund, provides for the administration, operation, and maintenance of the City's environmental waste system. Commercial Franchise and Residential Collection fees finance the greatest portion of the services provided by the Environmental Waste Division. All sources of revenue that comprise the Sustainability & Environmental Services Fund are described below:

Operating Revenue Sources:

Commercial Franchise

A franchise agreement between the City and Allied Waste Systems, Inc., whereby Allied Systems has exclusive franchise for collection and disposal of solid waste for commercial customers located within the City of Plano and a non-exclusive franchise for collection of recyclable materials from commercial customers located in the City of Plano.

The City receives 5% of gross receipts collected monthly which includes: revenues for monthly service, rental on roll-off containers, delivery charges, fees for late payment and additional collections. Allied Systems also reimburses the City all costs associated with the commercial disposal of solid waste.

Residential Collection

Fee charged for once a week collection and disposal of solid waste and yard debris, bi-weekly collection of recyclables, monthly collection of bulky waste, on-call collection of household hazardous waste, collection of litter along medians, operation of composting and household hazardous waste facilities, Keep Plano Beautiful program, Commercial Diversion program, and all education/public awareness programs.

Special Refuse Collection

Fee charged for collections in addition to the regular weekly collection schedule. Each household is granted one special refuse collection per fiscal year at no charge. After the first collection, a fee is charged for subsequent collections.

Recycling

The City receives 80% of revenues from current recycling processing contractor after paying processing fees.

Sale of Compost

Proceeds from the sale of compost and compost-related products.

Sale of Landscape Bags

Proceeds from the sale of boxes of biodegradable refuse bags.

Tipping Fees

Fee charged to commercial landscapers for disposal of yard debris waste.

Other

Miscellaneous receipts include revenues such as interest income, contributions, and insurance collections.

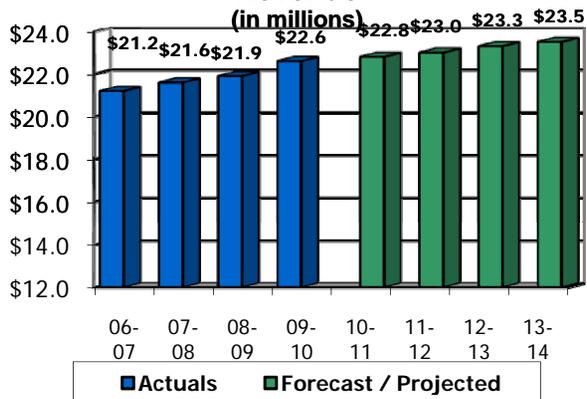
SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND

The Sustainability & Environmental Services Fund, an enterprise fund, provides for administration, operation, and maintenance of the City's environmental waste collection & disposal, recycling, collection & sales, as well as the incorporation of sustainable practices into City operations.

Operating Revenues

The City of Plano contracts for services with the North Texas Municipal Water District (NTMWD), whereby NTMWD provides a solid waste disposal system for the benefit of the City of Plano and other cities. Each participating city agrees to pay its share of an annual requirement for the operating expenses and debt service of NTMWD to be calculated in the same manner as the wastewater contract. The Sustainability & Environmental Services Fund accounts for the provision of solid waste collection and disposal services to customers who are billed monthly at a rate sufficient to cover the cost of providing such services.

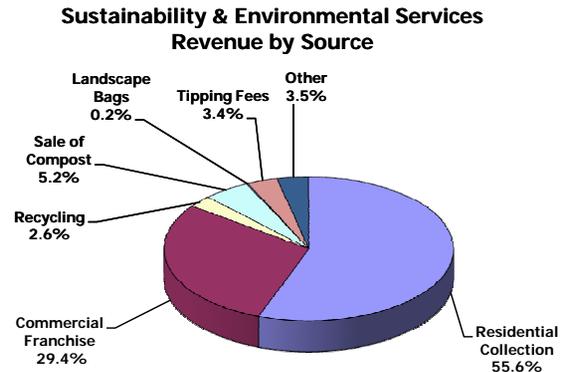
Sustainability & Environmental Revenue



The graph above shows the historical trends and projections for all Sustainability Fund revenues. During October 2008, Residential Collection rates were increased by \$1.25 per month to \$15.10 for the 95-gallon container while the annual contract amount paid to NTMWD has increased annually. Commercial rates were also increased by \$1.49 per ton, from a rate of \$34.77 per ton to \$36.26 per ton.

By 2013-14, total Sustainability Fund revenues are estimated to reach \$23.5 million. The major sources that make up the Sustainability & Environmental Services Fund revenues for 2010-11 include: Residential Collection (55.6%), Commercial Franchise

(29.4%), Recycling (2.6%), Sale of Compost (5.2%), Sale of Landscape Bags (.2%), Tipping Fees (3.4%), and Other (3.5%). A description of each source as well as a discussion of the outlook over the next three years follows.

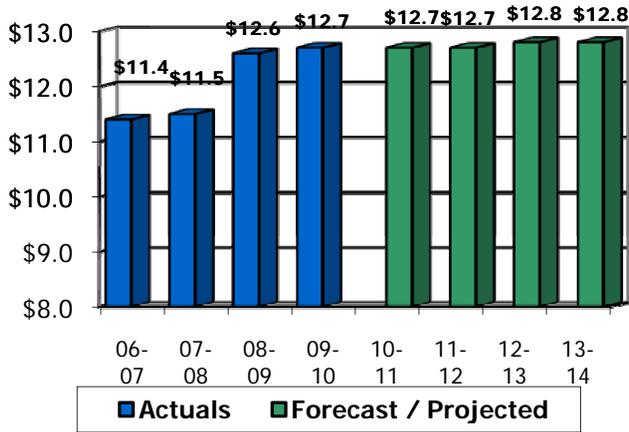


Residential Collection

Residential collection revenues are the Sustainability & Environmental Services Fund's largest revenue source. Customers who wish to use a 68-gallon refuse cart pay a monthly rate of \$11.25 and customers who choose to use the 95-gallon cart pay a monthly rate of \$15.10. The variable rates continue to allow the City to implement environmental programs that will reduce the NTMWD disposal tonnage costs and encourage waste minimization and recycling.

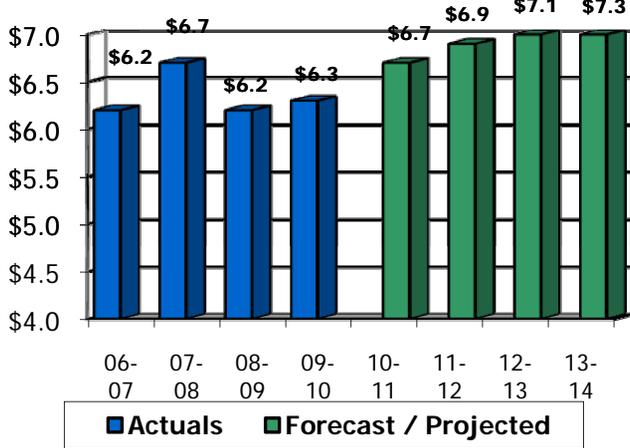
As of 2010-11, there are approximately 69,250 single family housing units billed monthly for residential refuse collection services. Residential collection revenue is projected to increase 0.5% in 2011-12, 0.5% in 2012-13 and 0.3% in 2013-14. The amounts indicated in the revenue forecast assume no future changes in the rate structure and the continued offering of two different cart sizes to residential customers.

Residential Collection (in millions)



The graph shows the historical trends and projections for residential collection revenue. By 2013-14, this revenue source is estimated to reach \$12.8 million.

Commercial Franchise (in millions)



Commercial Franchise

Commercial franchise revenue represents the Sustainability & Environmental Service Fund's second largest revenue source, currently re-estimated at \$6.7 million for 2010-11. This revenue source consists of a franchise agreement between the City of Plano and Allied Waste Systems, Inc.

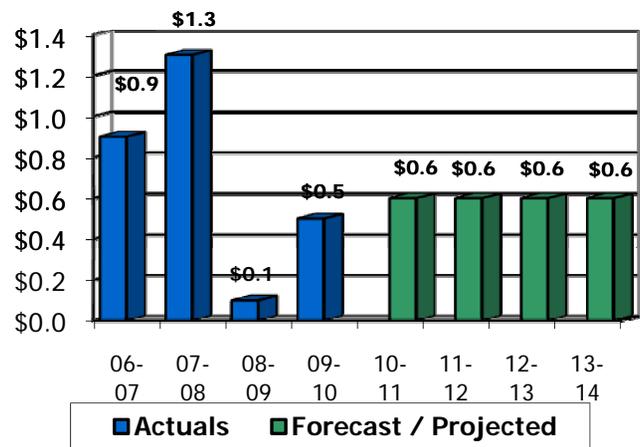
Commercial franchise revenue, based on anticipated direct economic growth, is estimated to increase 3.0% for 2011-12 and 2.5% in both 2012-13 and 2013-14. The accompanying graph shows the historical trends and projections for commercial franchise revenue. By 2013-14, this revenue source is estimated to reach \$7.3 million.

Recycling

Contracted recycling revenue is tied to market values of the individual recycling commodities. As an industry, the per ton value of the recycling materials fluctuates season to season, year to year, based on current recycling materials and market demand. The City receives 80% of revenues from current recycling processing contracts after paying processing fees.

Due to the volatility of this revenue source and higher demand for recycled materials, the re-estimate budget contains a \$300,000 increase in recycling revenue for the current budget year. Looking forward, recycling revenues are projected to increase 0.25% in both 2011-12 and 2012-13 and 0.15% for 2013-14, based on a sustained demand forecast due to economic growth and indirect population-based changes. It should be noted that these revenues were significantly reduced due to global market fluctuations in 2008-09.

Recycling (in millions)



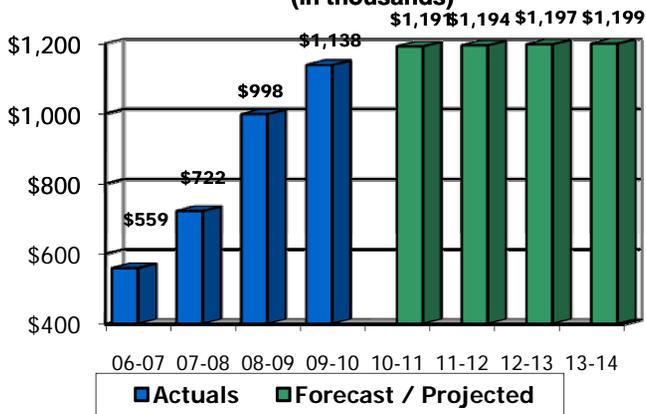
By 2013-14, annual recycling revenues are projected to be \$603,908, down from their high of \$1.3 million in 2007-08. The graph above shows the historical and projected trends for recycling revenue.

Sale of Compost

Market demands for quality compost products are increasing annually given the growth and economic development of the North Texas region. The City retains proceeds from the sale of compost and compost-related products, while diverting an estimated 24,100 tons of waste from the landfill, which in turn, creates an estimated 107,500 cubic yards of commercial product.

Sale of compost revenue is projected to increase .25% in 2011-12 and 2012-13, and .15% in 2012-13 based on indirect population-based increases.

Sale of Compost
(in thousands)

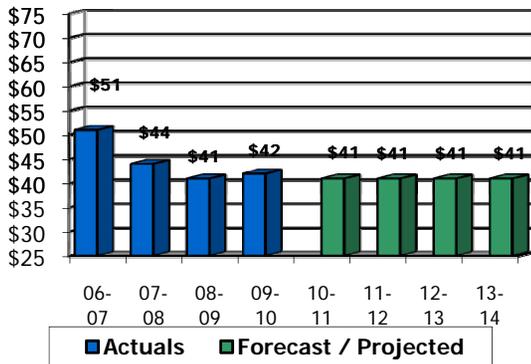


The graph above shows the historical trends and projections for sale of compost revenues. By 2013-14, this revenue source is estimated to reach \$1.2 million.

Sale of Landscape Bags

A program closely tied to composting is the sale of landscape waste collection bags.

Sale of Landscape Bags
(in thousands)



The City received \$41,709 in 2009-10 from biodegradable refuse bag sales. Collection vehicles pick these parcels up at each residential waste collection site for use in the compost operation. Landscape bag revenues are currently re-estimated at \$40,982 in 2010-11 and increase 0.25% in both 2011-12 and 2012-13, and 0.15% in 2012-13, based on indirect population-based increases.

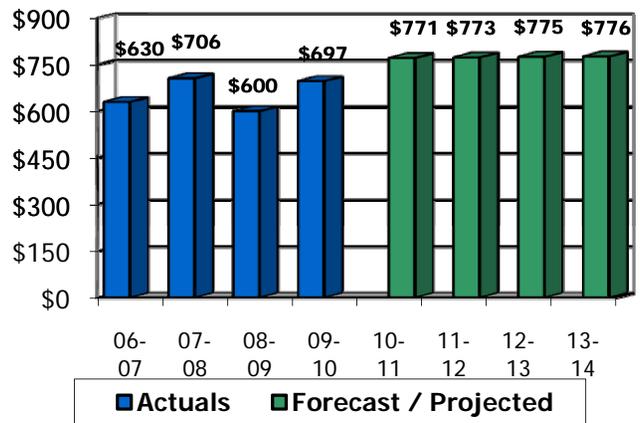
The Sale of Landscape Bags graph shows the historical trends and projections for sale of landscape bags revenues. By 2013-14, this revenue source is anticipated to generate \$41,249.

Tipping Fees

Tipping fees consist of revenue received from commercial landscapers for disposal of yard debris waste. The City began charging tipping fees during 2003-04.

Tipping fee revenue is currently projected to increase 0.25% in 2010-11, followed by another .25% increase in 2012-13, and an additional 0.15% increase in 2012-13.

Tipping Fees
(in thousands)



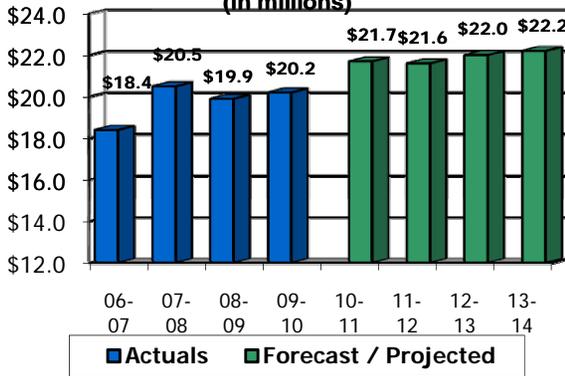
The graph above shows the historical trends and projections for tipping fee revenue. By 2013-14, this revenue source is estimated to reach \$776,006.

Other

Miscellaneous revenues for 2010-11 are expected to total \$533,566, or 3.5% of all Sustainability & Environmental Services Fund Revenues. Miscellaneous revenues are comprised of several varied sources and include: reimbursement from the Water & Sewer Fund for personnel and operating expenses related to water conservation, \$167,040; Special Refuse Collection fees, \$82,588; Citizen and Commercial Contributions, \$29,100; and Other Sources, including reimbursements from other city departments, Grants, and Container Replacement fees, \$254,838. Additionally, the Sustainability & Environmental Services fund will also receive a transfer of \$100,000 from the Water & Sewer Fund for expenditures related to the Sustainability program.

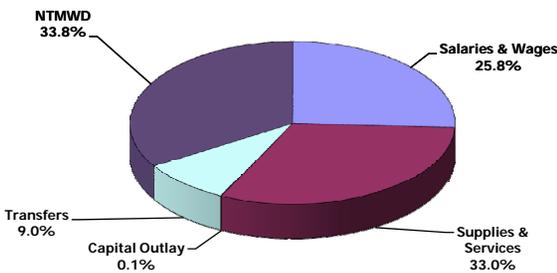
Operating Expenditures

Sustainability & Environmental Expenditures (in millions)



The graph above shows the historical trends and projections for the Sustainability & Environmental Services Fund. Expenditure increases can fluctuate from year-to-year mainly due to capital outlay expenditures. The major expenditures that make up the Sustainability Fund by category for 2010-11 include: Salaries & Wages (25.8%), Supplies & Services (31.4%), NTMWD (33.8%), Capital Outlay (0.1%), and Transfers (9.0%). A description of each expenditure category as well as a discussion of the outlook over the next three years is outlined below.

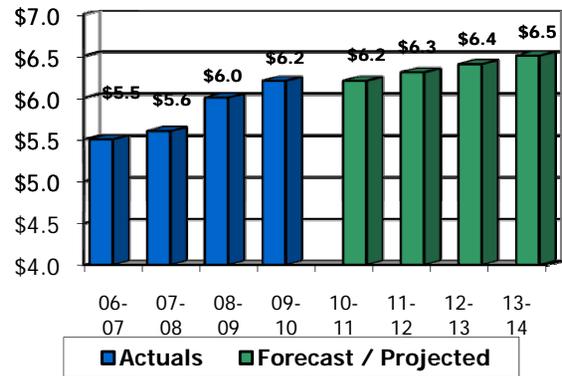
Sustainability & Environmental Services Expenditures by Category



Salaries, Wages & Employee Benefits

Salary projections assume no salary increase throughout this forecast. However, a 0.5% attrition rate is included. Benefits expenditure projections include a 5.0% health insurance cost increase for all periods of the forecast, and a 1.0% TMRS rate increase for each forecast period. All other benefit rate calculations remain constant. Slight increases to benefits costs such as Medicare, retirement, disability and life insurance costs are driven by inflation and annual salary changes.

Salaries, Wages & Employee Benefits (in millions)



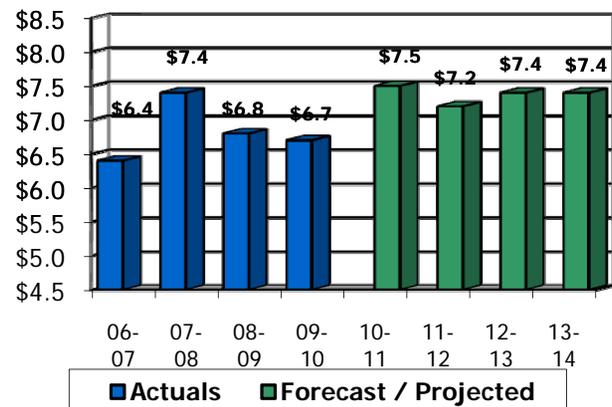
The graph above shows the historical trends and projections for Salaries, Wages & Employee Benefits. By fiscal year 2013-14, this annual operating expense is projected to be \$6.5 million.

Supplies & Services

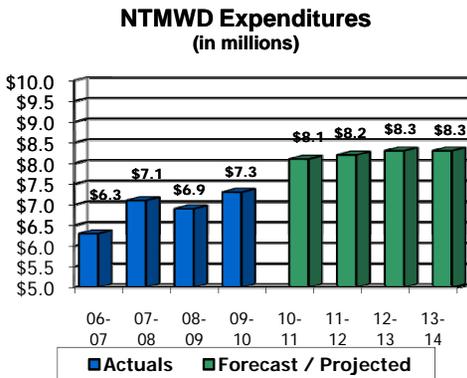
Supplies & services costs are projected to remain constant across all three years of the forecast, with the exception of charges for vehicle maintenance and fuel, which are anticipated to increase by 2.0% each year to 2013-14.

The following Supplies & Services graph shows historical trends and estimates for supplies & services. By 2013-14, operating expenditures for supplies and services are projected at \$7.4 million per year.

Supplies & Services (in millions)



NTMWD landfill contracted expenditures are projected to increase by 1.9% in 2011-12, 0.9% for 2012-13 and an additional 0.6% in 2013-14.



The Property/Liability Loss Fund transfer is representative of the Sustainability Fund's proportionate share of anticipated expenses related to Judgments, Damages and Workers' Compensation claims. The 2010-11 transfer is projected at \$323,805 and remains constant for the remainder of this forecast period at \$315,148.

Outlook & Analysis

Barring any program changes or unanticipated changes in O&M, such as the NTMWD disposal rate, or a second plunge in global demand for recyclable products, Plano appears well positioned to continue to meet resident expectations and Sustainability fund balance requirements in the near future without changing current rates.

Capital Outlay

No additional funding for capital outlay has been included for the three-year forecast period.

Transfers

The transfers to the General Fund for services received are based on Residential Collection fees, Special Collection fees, and Sale of Landscape Bags revenue. The transfer is based on 7.0% of the total of these revenue sources. The transfer amount increases each year of the forecast period since transfers correspond with projected increases in revenues.

A \$60,000 transfer to the Technology Fund is included in each year of the forecast, representative of the fund share of technology improvements and provide funding for improvements and upgrades to City information infrastructure, in accordance with the City's Technology Plan.

An annual transfer of \$157,239 from the Sustainability Fund to the Water & Sewer Fund is also included for each year of the forecast and will rise to \$857,239 in the 2010-11 re-estimate budget to correct for transaction error in the prior year. This amount is the annual payment on a five-year loan for the construction of the Environmental Education Building. The new facility includes classrooms to be used as a teaching center for environmental topics, incorporates sustainable design concepts, and serves as an example of a "green" building.

Municipal Drainage

Recurring Revenue Vs. Recurring Expenditures

	2009-10	2010-11	2010-11	2011-12	2012-13	2013-14
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Residential Class Fees	\$2,725,720	\$2,850,534	\$2,719,841	\$2,726,641	\$2,733,457	\$2,737,557
Commercial Class Fees	2,430,768	2,294,834	2,425,526	2,431,590	2,437,669	2,441,325
Interest Income	44,983	42,440	25,000	20,000	15,000	10,000
Other	6,569	0	6,000	6,000	6,000	6,000
Total Recurring Revenue	\$5,208,040	\$5,187,807	\$5,176,367	\$5,184,230	\$5,192,126	\$5,194,883
Recurring Expenditures						
Salaries & Wages	\$1,322,369	\$1,345,668	\$1,332,162	\$1,400,222	\$1,422,742	\$1,448,632
Supplies & Services	765,196	950,163	1,143,057	989,262	1,002,180	1,012,044
Reimbursements	309,719	308,240	308,240	308,240	308,240	308,240
Capital Outlay	0	300,000	300,000	0	0	0
Total Recurring Expenditures	\$2,397,284	\$2,904,071	\$3,083,459	\$2,697,724	\$2,733,162	\$2,768,916
Transfer to General Fund	\$359,636	\$360,176	\$360,176	\$361,076	\$361,979	\$362,522
Transfer to Technology Fund	20,000	20,000	20,000	20,000	20,000	20,000
Transfer to Revenue Debt	2,496,574	2,911,142	2,911,142	2,911,171	3,033,084	3,046,755
Transfers Out	\$2,876,210	\$3,291,318	\$3,291,318	\$3,292,247	\$3,415,063	\$3,429,277
Fund Balance - Beginning	\$4,605,320	\$2,347,724	\$4,539,866	\$1,637,058	\$831,318	(\$124,781)
Total Recurring Revenue	\$5,208,040	\$5,187,807	\$5,176,367	\$5,184,230	\$5,192,126	\$5,194,883
Total Recurring Expenditures	\$2,397,284	\$2,904,071	\$3,083,459	\$2,697,724	\$2,733,162	\$2,768,916
Less: Transfers Out	\$2,876,210	\$3,291,318	\$3,291,318	\$3,292,247	\$3,415,063	\$3,429,277
Less: Est Reserve Requirement			\$1,704,398			
Fund Balance - Ending	\$4,539,866	\$1,340,142	\$1,637,058	\$831,318	(\$124,781)	(\$1,128,090)
Days of Operation			194	112	(17)	(149)

The **Municipal Drainage Fund**, an enterprise fund, provides for the administration, operation, and maintenance of the City's storm water management program, in compliance with EPA storm water runoff and treatment requirements. The services provided by the Municipal Drainage Fund are financed primarily by Commercial and Residential fees.

Operating Revenue Sources:

Drainage Fees

Drainage fees are charged upon municipal water customers to provide funding for compliance with the U.S. Environmental Protection Agency's enforcement of the National Pollutant Discharge Elimination System – a program for storm water runoff monitoring and management.

Operating Revenues

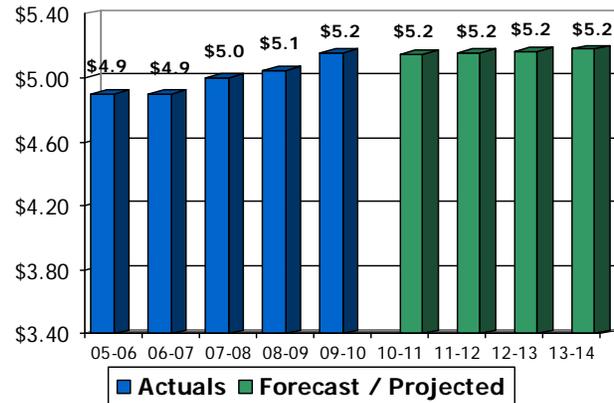
Drainage Fees

Drainage fees are the Municipal Drainage Fund's primary revenue source. Drainage fees are divided into residential class fees and commercial class fees. The current rates have provided sufficient working capital to maintain 30 days of working capital and maintain revenue reserve requirements prescribed in the bond covenants.

The Community Investment Program has been adjusted to include additional projects through 2013-14 and the debt service needed to finance these projects. The program did not require an issuance of new debt this year. Projected new debt issuances in the amount of \$1.5 million for 2011-12, \$1.8 million for 2012-13 and \$1.9 million for 2013-14 will be needed to support scheduled future projects.

Drainage fees are projected to increase based on indirect population increases. The revenue garnered is projected to increase 0.25% for 2011-12 then by 0.25% in 2012-13 and by 0.15% in 2013-14. Drainage fees paid by customers may be expected to increase in the future to provide sufficient working capital to maintain 30 days of working capital and maintain revenue reserve requirements prescribed in the bond covenants. The rates are currently sufficient to maintain the required reserve through 2011-12. The Budget Department will evaluate the rates in the Drainage Rate Model to determine the appropriate rates to meet the reserve and working capital requirements due to a projected fund deficit starting in 2012-13.

Drainage Fee Revenue
(in millions)



The graph above shows the historical trends and projections for drainage fees. This revenue source is estimated at \$5.2 million for all forecast years.

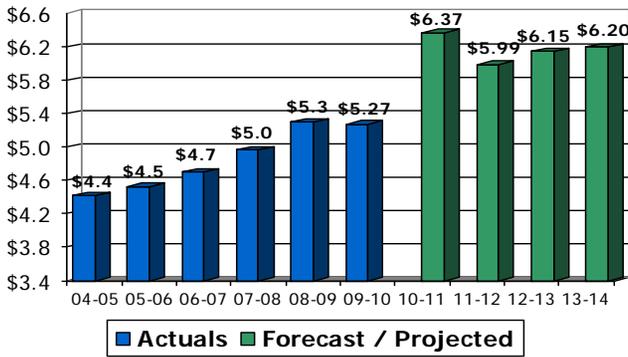
Other

Miscellaneous revenues for 2010-11 are expected to total \$31,000. Miscellaneous revenues are comprised mostly of interest income. Interest income is projected at \$20,000 for 2011-12 and to decrease by \$5,000 per year to \$15,000 and \$10,000 for 2012-13 and 2013-14 respectively; this is based on projected reduction in fund balance and low interest rates.

Operating Expenditures

The following graph shows the historical trends and projections for all Municipal Drainage Fund expenditures. Expenditure increases can fluctuate from year-to-year mainly due to one-time expenditures and transfers to debt service for CIP projects.

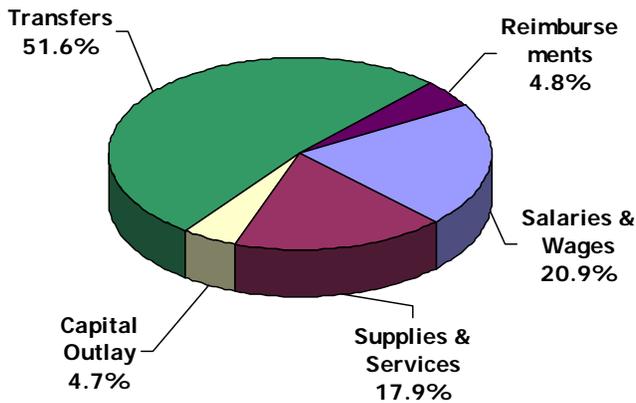
Total Municipal Drainage Fund Expenditures
(in millions)



The major expenditures that make up the Municipal Drainage Fund by category for 2010-11 include: Salaries & Wages (20.9%), Supplies & Services (17.9%), Reimbursements (4.8%), Capital Outlay (4.7%) and Transfers (51.6%). A description of each expenditure category as well as a discussion of the outlook over the next three years follows.

Salaries, Wages and Employee Benefits

Municipal Drainage Fund Expenditures by Category



Salary projections assume no salary increase throughout the forecast period. Benefit expenditure projections include a 5.0% health insurance cost increase for all periods of the forecast, a 1.0% TMRS rate increase for each year of the forecast and a .02% increase to RSP in 2013-14. Other benefit rate calculations remain constant. Increases to benefits costs such as Medicare, retirement, disability and life insurance costs are driven by annual salary increase rates and are not projected to increase during the forecast period. The salaries and wages are

projected to increase in 2011-12 by \$54,554 or 4.1% over the 2010-11 Re-Estimate due to increases in benefit costs and budgeting for all positions.

Supplies & Services

Supplies & services are budgeted with no inflation increases for 2011-12, 2012-13 and 2013-14, with the exception of municipal garage charges, which are forecast to increase 2.0% each fiscal year, 2011-14. For the purpose of this forecast, a \$1.5 million drainage revenue bond sale is scheduled for 2011-12, \$1.8 million for 2012-13 and \$1.9 million for 2013-14 to support the municipal drainage infrastructure projects. Each issuance is projected on mid-year sales with one interest payment included in the first year.

Capital Outlay

No new capital outlay items are projected for the Municipal Drainage Fund the forecast for 2011-12 through 2013-14.

Transfers

Transfers from the Municipal Drainage Fund total \$10.1 million for the three-year forecast period and is divided into the separate funds. The transfer to the General Fund is based on a percentage of the total Municipal Drainage revenue and totals approximately \$1.1 million for the three-year period. The Municipal Drainage Fund transfer for revenue Debt for the three forecast years totals just under \$9.0 million. The technology transfer is approximately \$20,000 per year for future hardware and software purchases and improvements. This transfer totals \$60,000 for the three-year period.

Outlook & Analysis

It is necessary for the Municipal Drainage Fund to maintain a significant fund balance due to revenue requirements. A positive fund balance is projected through 2011-12. The City issues revenue debt to support infrastructure. Due primarily to an increasing need for capital project funding for these infrastructure improvements, the fund is projecting a negative balance in 2012-13. The Budget Department will be conducting a rate study to reevaluate the Drainage Rate Model to insure the revenue is keeping pace with the debt requirements as well as the increasing expenditures. Additionally, the city received a Triple AAA Bond Rating from Standard and Poor's in the last two drainage issuances.

Convention & Tourism

Recurring Revenue Vs. Recurring Expenditures

	2009-10	2010-11	2010-11	2011-12	2012-13	2013-14
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Hotel/Motel Receipts	\$4,098,810	\$3,946,116	\$4,231,288	\$4,358,227	\$4,467,182	\$4,578,862
Civic Center Fees	2,125,543	1,992,858	1,918,400	1,975,952	2,025,351	2,075,985
Interest Income	54,977	1,000	1,000	1,015	1,020	1,025
Other	23,429	30,000	15,325	15,325	15,517	15,711
Total Recurring Revenue	\$6,302,759	\$5,969,975	\$6,166,013	\$6,350,519	\$6,509,070	\$6,671,582
Recurring Expenditures						
Salaries & Wages	\$2,611,976	\$2,930,747	\$2,941,408	\$3,023,958	\$3,024,189	\$3,063,046
Supplies & Services	2,346,444	2,610,619	2,573,805	2,610,952	2,654,531	2,650,766
Support of the Arts	586,384	591,917	591,917	653,734	670,077	677,710
Historic Preservation	501,263	591,917	591,917	653,734	670,077	677,710
Special Events	115,917	157,190	157,593	157,190	161,120	165,148
Capital Outlay	49,774	0	0	0	0	0
Total Recurring Expenditures	\$6,211,758	\$6,882,390	\$6,856,640	\$7,099,569	\$7,179,994	\$7,234,379
Transfers Out	321,735	298,499	308,301	337,526	345,453	353,579
Fund Balance - Beginning	\$2,394,612	\$1,343,957	\$2,163,878	\$1,164,950	\$583,526	\$590,137
Total Recurring Revenue	\$6,302,759	\$5,969,975	\$6,166,013	\$6,350,519	\$6,509,070	\$6,671,582
Total Recurring Expenditures	\$6,211,758	\$6,882,390	\$6,856,640	\$7,099,569	\$7,179,994	\$7,234,379
Less: Transfers Out	\$321,735	\$298,499	\$308,301	\$337,526	\$345,453	\$353,579
Fund Balance - Ending	\$2,163,878	\$133,043	\$1,164,950	\$78,375	(\$432,852)	(\$326,240)
Required 30 Day Balance				\$583,526	\$590,137	\$594,607
Add'l Revenues or Program Reductions to Meet 30 Days						
				\$505,152	\$1,022,988	\$920,846
Days of Operation			62	30	30	30

The **Convention & Tourism Fund**, an enterprise fund, accounts for the administration, operation, and maintenance of the Plano Centre and the Convention & Visitors Bureau. The fund is supported by the Hotel/Motel Occupancy Tax, which is restricted by State law to tourism promotion, capital construction, the operation of recreation facilities, and the funding of cultural activities.

Operating Revenue Sources:

Hotel/Motel Tax Receipts

Hotel/Motel taxes are levied upon the cost of occupancy of any sleeping room furnished by a hotel or motel in the city. The current rate is 7.0% of taxable receipts.

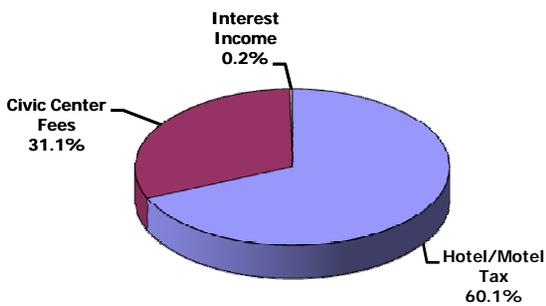
Civic Center Fees

Plano Centre administers various service charges and fees for the following items: room rentals, concessions, catering, equipment rentals, and miscellaneous.

Operating Revenues

The major sources that make up the Convention & Tourism Fund revenues for 2010-11 include: Hotel/Motel Tax Receipts (68.6%), Civic Center Fees (31.1%), and Interest Income (0.2%). A description of each source as well as a discussion of the outlook over the next three years follows.

Convention & Tourism Fund Revenue by Source



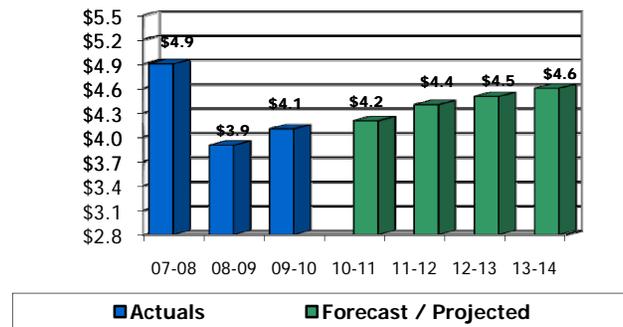
Hotel/Motel Tax Receipts

Hotel/Motel tax receipts are the Convention & Tourism Fund’s largest revenue source. The region as a whole experienced an upswing in the travel-related industry during the middle of last decade, which led to increases in Hotel/Motel tax receipts. However, increased hotel competition from surrounding communities as well as the economic downturn has had a severe impact on Plano’s hotel business that will continue to limit this revenue stream to modest growth over the next three years.

Hotel/Motel receipts are re-estimated to increase from \$3.9 million to \$4.2 million for the 2010-11 Re-Estimate. Thus far in 2010-11, local hotel

occupancies have run nearly 12% higher than at the same point last fiscal year. Hotel/Motel receipts are anticipated to increase 3.0% as the economy continues to expand in 2011-12; 2.5% increase in both 2012-13 and 2013-14.

Hotel/Motel Tax Revenue (in millions)

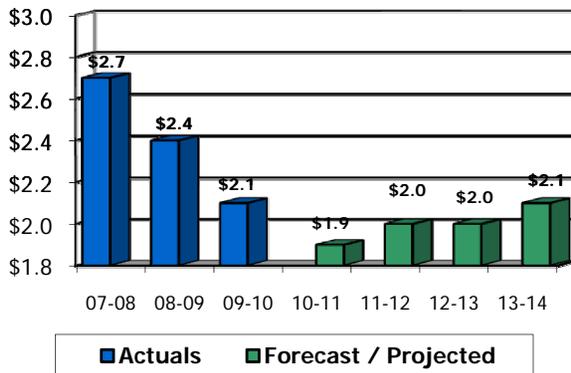


The graph above shows the historical trends and projections for Hotel/Motel tax receipts. By 2013-14, this revenue source is estimated to reach \$4.6 million.

Civic Center Fees

Civic Center fees have declined recently due to negative impacts generated by increased competition from surrounding communities. Consequently civic center fees this year have been reduced by \$75K for 2010-11 based on actual revenues received to date. Civic Center fees are projected to increase 3.0% over the Re-Estimated Budget for the next year, and then 2.5% in both 2012-13 and 2013-14, all based on direct economic growth.

Civic Center Fee Revenue
(in millions)



The graph above shows the historical trends and projections for Civic Center fees. By 2013-14, this revenue source is estimated to approach \$2.1 million.

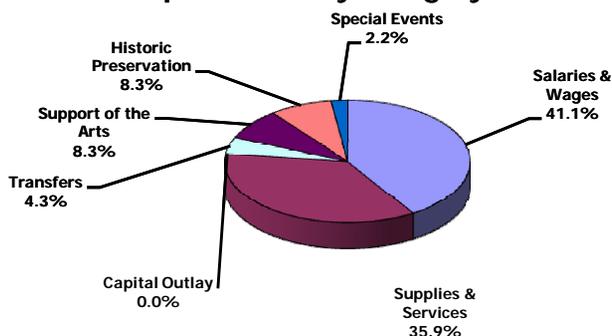
Other

Miscellaneous revenues for 2010-11 are expected to total \$16,325. Miscellaneous revenues are comprised mostly of interest income, which is projected to remain stable at close to \$15,325 and \$1,000 from all other miscellaneous revenues over the three-year forecast period.

Operating Expenditures

The major expenditures that make up the Convention & Tourism Fund by category for 2010-11 include: Salaries & Wages (41.1%), Supplies & Services (35.9%), Support of the Arts (8.3%), Historic Preservation (8.3%), Special Events (2.2%), and Transfers (4.3%). A description of each expenditure category as well as a discussion of the outlook over the next three years follows.

Convention & Tourism Fund Expenditures by Category



Salaries, Wages and Employee Benefits

Salary projections assume no salary increase throughout the forecast period. In addition, no new positions are budgeted for any of the three years. Benefits expenditure projections include a 5.0% health insurance cost increase for all periods of the forecast, and a 1.0% TMRS rate increase. Other benefit rate calculations remain constant. Slight increases to benefits costs such as Medicare, retirement, disability and life insurance costs are driven by annual salary increase rates.

Supplies & Services

Supplies & services costs are anticipated to remain constant over the three years of this forecast, with the exception of Municipal garage charges, which are projected to increase by 2.0% in each of the three years of this forecast. Due to a weakened revenue stream, no equipment or facility upgrades are anticipated in the next three years.

Support of the Arts

Historic Preservation

Special Events

Hotel/Motel tax is utilized for the promotion of local arts and historic preservation, with each activity receiving \$591,917 in the 2010-11 Budget. The amount allocated to each of these areas is based on 15.0% of Hotel/Motel tax receipts. Special Events, which includes funding for the Plano Balloon Festival, are projected at \$157,593 for 2010-11 and are expected to rise with economic growth over the next three years.

Capital Outlay

No new capital outlay is projected for the forecast period. All discretionary expenditure items will be examined on their individual merit during the budget development process in each year.

Transfers

The transfer to the General Fund is based on 5.0% of total revenues and the amount projected for 2010-11 equals \$308,301.

No transfer to the Technology Fund will occur in 2010-11. Future Technology Fund transfers are projected to remain constant at \$20,000 for the remainder of the forecast.

Outlook & Analysis

Based on projections in this forecast, the Convention & Tourism Fund does not produce enough working capital to meet the goal of 30 days of operating expenses as established by City Council throughout

the forecast period. Revenues generated from Hotel/Motel Tax, and Civic Center concessions, room rental, catering, etc. are not forecasted to keep pace with expenditures in this fund, necessitating the consideration of either fee increases or expenditure reductions in the near future.

Recreation Revolving**Recurring Revenue Vs. Recurring Expenditures**

	2009-10	2010-11	2010-11	2011-12	2012-13	2013-14
	Actual	Budget	Re-Est.	Projected	Projected	Projected
Recurring Revenue						
Recreation Fees	\$3,490,572	\$3,015,508	\$3,069,768	\$3,383,689	\$3,392,148	\$3,397,237
Contributions	13,656	26,650	14,000	14,035	14,070	14,091
Interest Income	15,669	14,000	8,000	8,000	8,040	8,080
Other	40,914	69,300	35,000	35,088	35,175	35,228
Total Recurring Revenue	\$3,560,811	\$3,125,458	\$3,126,768	\$3,440,812	\$3,449,434	\$3,454,636
Recurring Expenditures						
Salaries & Wages	\$1,309,955	\$1,382,589	\$1,372,536	\$1,426,065	\$1,353,388	\$1,359,206
Supplies & Services	1,955,692	1,741,856	1,747,959	1,926,284	1,926,531	1,926,782
Capital Outlay	0	0	0	0	0	0
Total Recurring Expenditures	\$3,265,647	\$3,124,445	\$3,120,495	\$3,352,349	\$3,279,919	\$3,285,988
Transfers Out	171,309	156,273	156,338	172,041	172,472	172,732
Fund Balance - Beginning	\$529,180	\$419,479	\$653,035	\$502,970	\$419,392	\$416,435
Total Recurring Revenue	\$3,560,811	\$3,125,458	\$3,126,768	\$3,440,812	\$3,449,434	\$3,454,636
Total Recurring Expenditures	\$3,265,647	\$3,124,445	\$3,120,495	\$3,352,349	\$3,279,919	\$3,285,988
Less: Transfers Out	\$171,309	\$156,273	\$156,338	\$172,041	\$172,472	\$172,732
Fund Balance - Ending	\$653,035	\$264,219	\$502,970	\$419,392	\$416,435	\$412,351
Days of Operation			59	46	46	46

The **Recreation Revolving Fund**, an enterprise fund, accounts for the recreational programs and activities that are offered to groups and individuals on a fee basis.

Operating Revenue Sources:

Recreation Fees

Recreation fees are charged for participation in Parks & Recreation classes, sessions and events. These fees are used to cover the cost of instruction, materials and supplies. Also included are user fees for the use of the City's public facilities to aid in recovery of the cost of facility maintenance and upkeep.

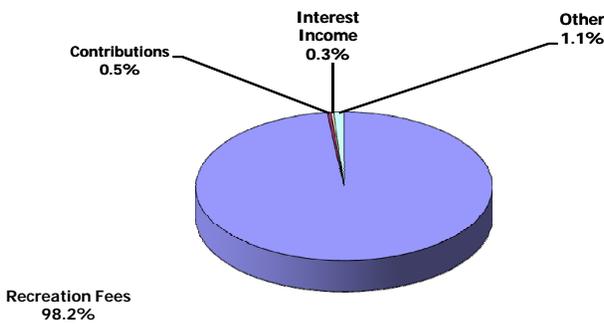
Contributions

The City of Plano accepts monetary contributions from businesses, organizations, institutions and individuals which are usually earmarked for certain programs.

Operating Revenues

The major sources that make up the Recreation Revolving Fund re-estimated revenues for 2010-11 include: Recreation Fees (98.2%), Contributions (0.5%), Interest Income (0.3%), and Other (1.1%). A description of each source as well as a discussion of the outlook over the next three years follows.

Recreation Revolving Fund Revenue by Source



Recreation Fees

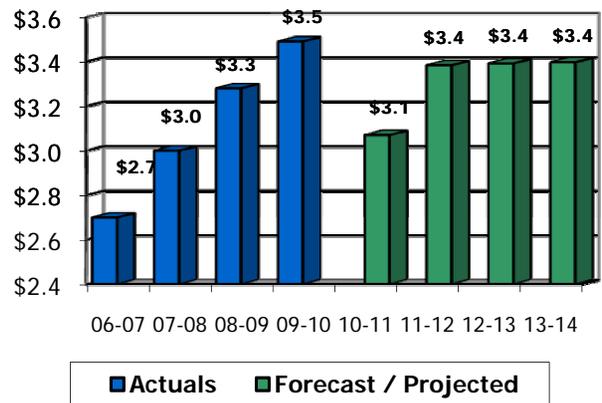
Recreation fees are the Recreation Revolving Fund's primary revenue source. Program fees are constantly reviewed in order to adequately cover expenditures and allow for continued program growth in future years. Thus, program expenditures are directly correlated to the fees charged for courses and programs.

The Recreation Revolving Fund experienced slowing growth in program participation over the past few years due to increased competition from other fitness

venues located in Plano. The 2010-11 recreation fees are expected to increase by \$54,260 over the original budget based on the additional revenues received to date.

Recreation course, class, and facility demands are influenced by population growth and the increases in revenues reflect the current popularity of the programs available through the recreation centers.

Recreation Fee Revenue (in millions)



The graph above shows the historical trends and projections for recreation fees. By 2013-14, this revenue source is now predicted to reach \$3.4 million, a slight decrease over 2009-10 actual revenues.

Contributions

The Recreation Revolving Fund receives a regular flow of contribution revenue. The 2010-11 Re-estimate has contribution revenue falling to \$14,000 to place the current year budget in line with last year's actual amount. For the next three years contribution revenue is projected to remain fairly constant, rising by .25% in both 2011-12 and 2012-13 and by .15% in 2013-14.

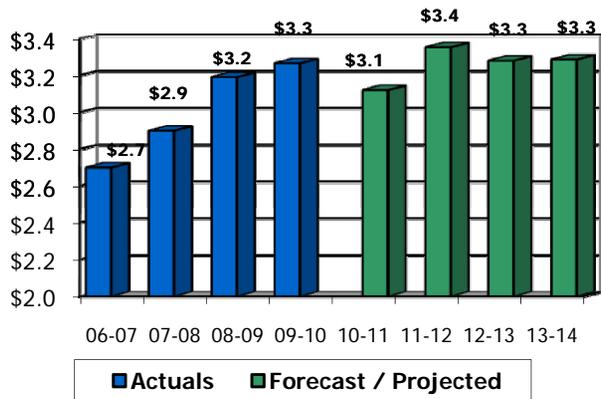
Other

Miscellaneous revenues for 2010-11 are re-estimated at \$35,000, down from \$69,300. Interest income experienced a similar reduction in the re-estimate, moving from \$14,000 to \$8,000. Both sources are expected to make only very modest gains across the three forecasted years.

Operating Expenditures

Recreation program expenditures are directly correlated to the fees charged for courses and programs. The following graph shows the historical trends and projections for all Recreation Revolving Fund expenditures. Expenditure increases can fluctuate from year-to-year mainly due to one-time expenditures.

Total Recreation Revolving Fund Expenditures
(in millions)



The major expenditures that make up the Recreation Revolving Fund by category for 2010-11 include: Salaries & Wages (41.9%), Supplies & Services (53.3%), and Transfers (4.9%). A description of each expenditure category as well as a discussion of the outlook over the next three years follows.

Salaries, Wages and Employee Benefits

Salary projections assume no salary increase throughout the forecast period. In addition, no new positions are budgeted for any of the three years. Also included in the forecast is a 5.0% increase in health insurance for each additional year over the three-year period, and a 1.0% TMRS rate increase for each year of the forecast. Other benefit rate calculations remain constant. Slight increases to benefits costs such as Medicare, retirement, disability and life insurance costs are driven by annual salary increase rates.

Recreation Revolving Fund Expenditures by Category



Supplies & Services

Supplies & services costs are projected to remain near current levels in future years, while Municipal garage charges are projected to increase 2.0% in 2011-12, 2012-13 and 2013-14.

Capital Outlay

No new capital outlay is projected for the forecast period. All discretionary expenditure items will be examined on their individual merit during the budget development process in each year.

Transfers

The transfer to the General Fund is based on 5.0% of total revenues each year of the forecast period. The amount projected for 2010-11 is \$156,338. This transfer reimburses the General Fund for expenses incurred in the administration of the Recreation Revolving Fund and programs.

Outlook & Analysis

Based on projections, the Recreation Revolving Fund is forecast to maintain a positive fund balance through fiscal year 2013-14.

Combined Budget Summary

	Actuals 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
BEGINNING BALANCES					
Operating Funds:					
General Fund	\$42,744,130	\$30,158,999	\$41,400,577	\$24,005,709	-20.4%
Water & Sewer Fund	10,555,173	10,722,020	14,884,163	16,800,892	56.7%
Sustainability & Environ. Services Fund	1,970,455	1,676,610	2,959,266	1,865,501	11.3%
Convention & Tourism Fund	2,394,612	1,343,957	2,163,878	1,164,950	-13.3%
Municipal Drainage Utility Fund	4,605,320	2,347,724	4,539,866	1,637,058	-30.3%
Recreation Revolving Fund	529,180	419,479	653,035	502,970	19.9%
Municipal Golf Course Fund	55,799	0	47,965	0	0.0%
Property Management Fund	450,179	433,351	0	0	-100.0%
PTN Fund	254,378	297,035	339,267	115,584	-61.1%
TOTAL OPERATING FUNDS	\$63,559,226	\$47,399,175	\$66,988,017	\$46,092,664	-2.8%
Debt Service Funds:					
General Obligation	\$3,250,126	\$1,042,747	\$1,175,155	\$1,271,579	21.9%
Water & Sewer Revenue	328,791	426,741	432,531	327,481	-23.3%
TOTAL DEBT SERVICE FUNDS	\$3,578,917	\$1,469,488	\$1,607,686	\$1,599,060	8.8%
TOTAL BEGINNING BALANCES	\$67,138,143	\$48,868,663	\$68,595,703	\$47,691,724	-2.4%
REVENUES & TRANSFERS IN					
Operating Funds:					
General Fund	\$207,517,171	\$202,869,179	\$201,364,768	\$201,717,583	-0.6%
Water & Sewer Fund	116,771,265	117,841,115	119,325,697	124,066,210	5.3%
Sustainability & Environ. Services Fund	22,607,157	22,232,751	22,758,717	23,037,488	3.6%
Convention & Tourism Fund	6,302,759	5,969,975	6,166,013	6,350,519	6.4%
Municipal Drainage Utility Fund	5,208,040	5,187,807	5,176,367	5,184,230	-0.1%
HUD Grant Fund	1,975,269	1,882,063	2,094,098	1,882,063	0.0%
Recreation Revolving Fund	3,560,811	3,125,458	3,126,768	3,440,812	10.1%
Municipal Golf Course Fund	601,057	371,735	535,629	1,049,080	182.2%
Property Management Fund	12,462	0	0	0	0.0%
PTN Fund	880,578	709,355	709,355	709,355	0.0%
TOTAL OPERATING FUNDS	\$365,436,569	\$360,189,438	\$361,257,412	\$367,437,339	2.0%
Debt Service Funds:					
General Obligation	\$40,271,778	\$42,780,178	\$42,740,392	\$43,134,658	0.8%
Water & Sewer Revenue	2,215,790	1,235,000	1,230,000	407,419	-67.0%
TOTAL DEBT SERVICE FUNDS	\$42,487,568	\$44,015,178	\$43,970,392	\$43,542,077	-1.1%
TOTAL REVENUE & TRANSFERS IN	\$407,924,137	\$404,204,616	\$405,227,803	\$410,979,417	1.7%
Less: Interfund Transfers	20,610,211	21,217,695	21,324,653	19,898,352	-6.2%
NET BUDGET REVENUE	\$387,313,926	\$382,986,921	\$383,903,150	\$391,081,065	2.1%
TOTAL AVAILABLE FUNDS	\$454,452,069	\$431,855,584	\$452,498,853	\$438,772,789	1.6%
APPROPRIATIONS & TRANSFERS OUT					
Operations:					
General Fund	\$208,860,724	\$216,987,225	\$218,759,636	\$218,722,681	0.8%
Water & Sewer Fund	112,442,275	113,499,390	117,408,968	121,268,202	6.8%
Sustainability & Environ. Services Fund	21,618,346	22,941,719	23,852,482	23,061,684	0.5%
Convention & Tourism Fund	6,533,493	7,180,890	7,164,941	7,437,094	3.6%
Municipal Drainage Utility Fund	5,273,494	6,195,389	6,374,777	5,989,971	-3.3%
HUD Grant Fund	1,975,269	1,882,063	2,094,098	1,882,063	0.0%
Recreation Revolving Fund	3,436,956	3,280,718	3,276,833	3,524,389	7.4%

	Actuals	Budget	Re-Est	Projected	% Change
	2009-10	2010-11	2010-11	2011-12	2011-12
Municipal Golf Course Fund	608,891	371,735	583,594	849,286	128.5%
Property Management Fund	58,884	433,351	0	0	-100.0%
PTN Fund	795,689	915,766	933,038	790,875	-13.6%
TOTAL OPERATIONS	\$361,604,021	\$373,688,246	\$380,448,366	\$383,526,245	2.6%
Debt Service Funds:					
General Obligation	\$42,346,749	\$42,614,079	\$42,643,968	\$43,114,532	1.2%
Water & Sewer Revenue	2,112,050	1,335,050	1,335,050	357,800	-273.1%
TOTAL DEBT SERVICE FUNDS	\$44,458,799	\$43,949,129	\$43,979,018	\$43,472,332	-1.1%
TOTAL APPROPRIATIONS & TRANSFERS OUT	\$406,062,820	\$417,637,375	\$424,427,384	\$426,998,577	2.2%
Less: Interfund Transfers	20,610,211	21,217,695	21,324,653	19,898,352	-6.2%
NET BUDGET APPROPRIATIONS	\$385,452,609	\$396,419,680	\$403,102,731	\$407,100,225	2.7%
ENDING BALANCES					
Operating Funds:					
General Fund	\$41,400,577	\$16,040,953	\$24,005,709	\$7,000,612	-56.4%
Water & Sewer Fund	14,884,163	15,063,745	16,800,892	19,598,900	30.1%
Sustainability & Environ. Services Fund	2,259,266	967,642	1,865,501	1,841,305	90.3%
Convention & Tourism Fund	2,163,878	133,042	1,164,950	78,375	-41.1%
Municipal Drainage Utility Fund	4,539,866	1,340,142	1,637,058	831,318	-38.0%
Recreation Revolving Fund	653,035	264,219	502,970	419,392	58.7%
Municipal Golf Course Fund	47,965	0	0	199,794	0.0%
Property Management Fund	403,757	0	0	0	0.0%
PTN Fund	339,267	90,624	115,584	34,064	-62.4%
TOTAL OPERATING FUNDS	\$66,691,774	\$33,900,366	\$46,092,664	\$30,003,759	-11.5%
Debt Service Funds:					
General Obligation	\$1,175,155	\$1,208,846	\$1,271,579	\$1,291,705	6.9%
Water & Sewer Revenue	432,531	326,691	327,481	377,100	15.4%
TOTAL DEBT SERVICE FUNDS	\$1,607,686	\$1,535,537	\$1,599,060	\$1,668,805	8.7%
TOTAL ENDING BALANCES	\$68,299,460	\$35,435,903	\$47,691,724	\$31,672,564	-10.6%
TOTAL APPROPRIATIONS & ENDING BALANCES	\$453,752,069	\$431,855,583	\$450,794,455	\$438,772,789	1.6%

General Fund

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
UNAPPROPRIATED FUND BALANCE	\$42,744,130	\$30,158,999	\$36,796,415	\$24,005,709	-20.4%
Encumbrance Adjustment			4,604,162		
Revenues					
Taxes	\$140,760,474	\$134,500,602	\$134,519,699	\$132,942,477	-1.2%
Franchise Fees	21,886,667	21,378,509	22,025,544	22,296,392	4.3%
Fines & Forfeits	7,767,903	7,849,020	5,352,271	7,861,138	0.2%
Miscellaneous Revenue	1,738,174	1,908,084	1,406,812	1,579,482	-17.2%
Licenses & Permits	5,763,535	5,163,489	5,769,742	5,001,891	-3.1%
Charges for Services	10,847,217	11,050,205	11,152,932	11,652,156	5.4%
Intergovernmental Revenue	727,762	1,276,575	1,288,114	1,288,114	0.9%
Subtotal Revenues	\$189,491,732	\$183,126,484	\$181,515,114	\$182,621,650	-0.3%
Intragovernmental Transfers	18,025,439	19,742,695	19,849,653	19,095,933	-3.3%
TOTAL REVENUES & TRANSFERS	\$207,517,171	\$202,869,179	\$201,364,768	\$201,717,583	-0.6%
TOTAL RESOURCES	\$250,261,301	\$233,028,178	\$242,765,345	\$225,723,293	-3.1%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$144,503,595	\$151,035,111	\$148,950,227	\$151,217,039	0.1%
Materials & Supplies	5,780,353	6,840,433	7,558,179	6,840,433	0.0%
Contractual	37,399,644	39,200,723	40,559,024	39,785,888	1.5%
Community Services Agencies	523,710	263,800	263,800	262,700	-0.4%
Sundry	973,073	967,620	1,008,564	1,008,564	4.2%
CIP Coming On-Line	0	0	0	454,423	100.0%
Reimbursements	(2,325,885)	(2,275,796)	(2,275,796)	(2,389,586)	5.0%
Subtotal	\$186,854,490	\$196,031,891	\$196,063,998	\$197,179,461	0.6%
Capital Outlay	1,511,225	1,026,000	2,068,481	1,000,000	-2.5%
TOTAL OPERATIONS	\$188,365,715	\$197,057,891	\$198,132,479	\$198,179,461	0.6%
Capital Reserve	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	0.0%
Property & Liability Loss Fund	2,972,055	2,686,758	3,384,581	3,237,848	20.5%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	0.0%
PTN Fund	134,772	0	0	150,000	100.0%
Economic Development	873,751	855,758	855,758	855,758	0.0%
Economic Development Incentive Fund	5,014,431	4,886,818	4,886,818	4,799,613	-1.8%
TOTAL TRANSFERS	\$20,495,009	\$19,929,334	\$20,627,157	\$20,543,220	3.1%
TOTAL APPROPRIATIONS	\$208,860,724	\$216,987,225	\$218,759,636	\$218,722,681	0.8%
UNAPPROPRIATED FUND BALANCE	\$41,400,577	\$16,040,953	\$24,005,709	\$7,000,612	-56.4%
Days of Operation				13	

General Fund Revenue by Source

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
SOURCE OF INCOME					
Taxes					
Ad Valorem Taxes:					
Current	\$81,015,877	\$75,131,061	\$75,517,934	\$73,584,270	-2.1%
Delinquent	44,659	773,749	386,875	751,455	-2.9%
Penalty & Interest	511,362	386,875	386,875	375,727	-2.9%
Sales Tax	57,992,069	57,012,269	57,012,269	57,012,269	0.0%
Mixed Drink Tax	1,103,815	1,104,368	1,122,842	1,125,649	1.9%
Bingo Gross Receipts Tax	80,700	80,289	80,913	81,115	1.0%
Excess Proceeds on Taxes	11,992	11,992	11,992	11,992	0.0%
TOTAL TAXES	\$140,760,474	\$134,500,602	\$134,519,699	\$132,942,477	-1.2%
Franchise Fees					
Electrical Franchise	\$11,416,944	\$11,384,233	\$11,712,675	\$11,888,365	4.4%
Telephone Franchise	4,132,755	3,882,984	3,950,437	3,950,437	1.7%
Fiber Optics Franchise	18,021	18,021	18,562	18,562	3.0%
Gas Franchise	2,979,200	2,843,607	3,094,206	3,140,619	10.4%
Cable TV Franchise	3,339,747	3,249,664	3,249,664	3,298,409	1.5%
TOTAL FRANCHISE FEES	\$21,886,667	\$21,378,509	\$22,025,544	\$22,296,392	4.3%
Fines & Forfeits					
Municipal Court	\$7,426,051	\$7,504,745	\$5,007,996	\$7,516,002	0.1%
Library Fines	341,852	344,275	344,275	345,136	0.2%
TOTAL FINES & FORFEITS	\$7,767,903	\$7,849,020	\$5,352,271	\$7,861,138	0.2%
Miscellaneous Revenue					
Interest Earnings	\$822,854	\$1,000,000	\$510,091	\$671,067	-32.9%
Sale/Rental of Property	189,378	162,666	211,254	211,254	29.9%
Insurance Collections	327,157	352,311	292,360	304,054	-13.7%
Sundry	398,785	393,107	393,107	393,107	0.0%
TOTAL MISCELLANEOUS REVENUE	\$1,738,174	\$1,908,084	\$1,406,812	\$1,579,482	-17.2%
Licenses and Permits					
Electricians Licenses	\$40,256	\$30,110	\$0	\$0	-100.0%
Food Handlers Permits	553,145	547,576	559,152	560,550	2.4%
Land / Burning / Liquid Waste	22,900	22,919	22,919	22,976	0.3%
Grease Trap Permits	38,000	36,705	36,705	36,797	0.2%
Rental Registration Fees	273,120	268,282	274,665	275,352	2.6%
Animal Licenses	89,157	127,169	111,157	111,435	-12.4%
Restaurant Plan Review	36,900	36,955	36,955	37,047	0.2%
Alarm Permits	1,397,370	1,395,608	1,402,280	1,416,303	1.5%
Filing Fees	141,886	116,738	141,886	106,414	-8.8%
Fire Protection Plan Review	203,412	151,123	203,412	152,559	1.0%
Building Permits	2,016,329	1,566,742	2,016,329	1,512,247	-3.5%
Electrical Permits	86,094	65,967	86,094	64,570	-2.1%
Plumbing Permits	218,320	187,904	218,320	163,740	-12.9%
Heating & A/C Permits	113,253	74,111	113,253	84,940	14.6%
Fence Permits	44,025	34,956	44,025	33,019	-5.5%
Swimming Pool Permits	34,308	26,108	34,308	25,731	-1.4%
Pool Inspection	55,160	62,811	55,160	55,298	-12.0%
Irrigation Permits	57,389	47,144	57,389	43,042	-8.7%
Day Laborer Fees	16,450	16,971	15,330	15,330	-9.7%
Sign Permits	134,870	102,579	134,870	101,152	-1.4%
Reoccupancy Permits	88,580	66,765	88,580	66,435	-0.5%
Misc. Licenses & Permits	102,611	178,246	116,954	116,954	-34.4%
TOTAL LICENSES & PERMITS	\$5,763,535	\$5,163,489	\$5,769,742	\$5,001,891	-3.1%

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
Fees & Service Charges					
Animal Pound & Adoption Fee	\$215,369	\$256,246	\$256,246	\$256,246	0.0%
Ambulance Service	3,492,299	3,614,371	3,614,371	3,623,407	0.2%
False Alarm Response	319,695	316,285	290,232	290,958	-8.0%
Emergency 911	999,177	1,027,441	968,656	971,078	-5.5%
Interlocal Plan Review	25,730	0	3,500	0	-100.0%
Contractor Registration Fee	157,831	115,258	157,831	118,373	2.7%
Engineering Inspection Fee	145,293	98,750	242,989	182,242	84.5%
Residential Building Plan Review	38,665	35,095	38,665	28,999	-17.4%
Reinspection Fee	47,925	34,510	47,925	35,944	4.2%
File Searches	43,445	41,349	41,349	41,452	0.2%
Same Day Inspection Fee	64,190	41,562	64,190	48,142	15.8%
Convenience Copiers	14,317	15,008	13,867	13,902	-7.4%
Recreation User Fee	601,637	575,072	575,072	575,072	0.0%
Recreation Rental Fee	140,484	136,676	136,676	136,676	0.0%
Swimming Fees	690,487	682,464	682,464	684,170	0.2%
Recreation Membership Card Fee	2,270,309	2,550,276	2,350,276	2,580,276	1.2%
Tennis Center Fee	188,396	208,659	208,659	209,181	0.2%
Food Manager/Handler Training	70,712	76,110	81,422	81,626	7.2%
Ticket Services/Sales	5,567	0	1,628	0	-100.0%
Tree Trimming Assessments	112,053	106,428	123,020	123,328	15.9%
Child Safety Fees	77,294	79,043	79,043	79,241	0.2%
Commercial Fire Inspections	0	0	0	350,000	100.0%
Sundry	1,126,342	1,039,602	1,174,851	1,221,845	17.5%
TOTAL FEES & SVC CHARGES	\$10,847,217	\$11,050,205	\$11,152,932	\$11,652,156	5.4%
Intergovernmental Revenue					
FISD School Liaisons	103,298	107,436	107,436	107,436	0.0%
PISD School Liaisons	160,344	555,678	555,678	555,678	0.0%
Collin County Library Grant	79,675	79,675	79,675	79,675	0.0%
Denton County Library Grant	10,300	10,300	10,300	10,300	0.0%
Plano-Richardson Trng. Ctr. / Misc.	285,784	313,160	324,699	324,699	3.7%
Interlocal Radio System Access	88,361	210,326	210,326	210,326	0.0%
TOTAL INTERGOV'T'L REVENUE	\$727,762	\$1,276,575	\$1,288,114	\$1,288,114	0.9%
TOTAL REVENUE	\$189,491,732	\$183,126,484	\$181,515,115	\$182,621,650	-0.3%
Intragovernmental Transfers					
Intra-Fund Transfers From:					
Water & Sewer Fund	\$16,300,724	\$16,935,647	\$17,030,580	\$17,294,142	2.1%
Sustain. & Environ. Services Fund	892,035	892,100	894,259	898,710	0.7%
Recreation Revolving Fund	171,309	156,273	156,338	172,041	10.1%
Golf Course Fund	0	0	0	52,454	100.0%
Convention & Tourism Fund	301,735	298,499	308,301	317,511	6.4%
Municipal Drainage Fund	359,636	360,176	360,176	361,076	0.2%
Equipment Replacement Fund	0	550,000	550,000	0	100.0%
Disaster Relief Fund	0	550,000	550,000	0	100.0%
TOTAL INTRAGOV'T'L TRANSFERS	\$18,025,439	\$19,742,695	\$19,849,653	\$19,095,933	-3.3%
TOTAL GENERAL FUND	\$207,517,171	\$202,869,179	\$201,364,768	\$201,717,583	-0.6%

General Obligation Debt Service

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
UNAPPROPRIATED FUND BALANCE	\$3,250,126	\$1,042,747	\$1,175,155	\$1,271,579	21.9%
Revenues					
Property Tax					
Current	\$39,521,129	\$41,829,232	\$42,029,232	\$42,177,953	0.8%
Delinquent	20,852	432,163	237,376	432,935	0.2%
Penalty & Interest	198,638	151,257	151,257	173,174	14.5%
Fund Interest Income	284,605	225,000	180,000	200,000	-11.1%
Police Academy Reimbursement	246,554	142,527	142,527	150,597	5.7%
TOTAL REVENUES	\$40,271,778	\$42,780,178	\$42,740,392	\$43,134,658	0.8%
TOTAL RESOURCES	\$43,521,904	\$43,822,925	\$43,915,547	\$44,406,237	1.3%
APPROPRIATIONS					
Bond and Certificates					
Principal	\$22,645,000	\$22,640,000	\$22,640,000	\$22,830,000	0.8%
Interest	13,344,366	12,507,540	13,044,729	12,581,567	0.6%
Transfer to Tech Infrastructure & Public Art	281,064	280,325	280,325	284,376	1.4%
Transfer to Tax Notes Moto Mesh	2,099,000	2,097,200	2,097,200	2,092,600	-0.2%
Transfer to Tax Notes MotoMesh&Radio Sys Repl	2,678,419	2,694,494	2,694,494	2,717,869	0.9%
Transfer to Tax Notes Radio Sys Repl	963,725	969,994	969,994	980,644	1.1%
Transfer to CO's Radio Sys Repl	208,407	906,976	906,976	905,476	-0.2%
Exchanges Fees & Bond Sale Expense	126,768	20,000	10,250	20,000	0.0%
Subtotal	\$42,346,749	\$42,116,529	\$42,643,968	\$42,412,532	0.7%
New Debt	0	497,550	0	702,000	41.1%
TOTAL APPROPRIATIONS	\$42,346,749	\$42,614,079	\$42,643,968	\$43,114,532	1.2%
UNAPPROPRIATED FUND BALANCE	\$1,175,155	\$1,208,846	\$1,271,579	\$1,291,705	6.9%

Water & Sewer Fund

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Budget 2011-12	% Change 2011-12
WORKING CAPITAL	\$10,555,173	\$10,722,020	\$14,884,163	\$16,800,892	56.7%
Revenues					
Water Income	\$61,422,725	\$62,236,249	\$65,062,982	\$68,966,761	10.8%
Sewer Income	52,036,373	52,414,712	51,147,140	51,954,000	-0.9%
Water Taps	87,082	84,296	84,296	85,560	1.5%
Water & Sewer Penalties	1,406,436	1,420,082	1,420,082	1,427,182	0.5%
Water Meters	172,322	109,051	109,051	110,687	1.5%
Construction Water	177,346	200,589	200,589	203,598	1.5%
Service Connect Fee	149,526	146,816	156,816	159,168	8.4%
Backflow Testing	410,100	382,951	416,355	422,600	10.4%
Sewer Tie-On	17,135	16,487	16,487	16,734	1.5%
Pre-Treatment Permits	66,380	62,279	58,080	58,951	-5.3%
Interest Earnings	0	20,000	20,000	20,000	0.0%
Transfer in for Education Building	157,239	157,239	157,239	157,239	0.0%
Misc. Income	668,601	590,366	476,580	483,729	-18.1%
TOTAL REVENUES	\$116,771,265	\$117,841,115	\$119,325,697	\$124,066,210	5.3%
TOTAL RESOURCES	\$127,326,438	\$128,563,134	\$134,209,860	\$140,867,102	9.6%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$8,998,960	\$9,277,219	\$9,006,598	\$9,280,691	0.0%
Materials & Supplies	5,543,748	5,146,835	5,880,096	5,301,240	3.0%
Contractual	4,104,511	5,241,035	6,047,549	5,686,423	8.5%
NTMWD - Water	31,084,974	36,606,138	36,606,138	40,998,875	12.0%
NTMWD - Wastewater	13,506,500	13,824,059	13,824,059	14,612,030	5.7%
NTMWD - Upper E. Fork Interceptor	8,967,236	8,096,493	8,096,493	8,728,019	7.8%
Retirement of NTMWD Debt	830,868	518,540	518,540	793,540	53.0%
Sundry	827,433	538,821	552,390	568,962	5.6%
Reimbursements	288,163	285,215	285,215	293,895	3.0%
Subtotal	\$74,152,393	\$79,534,355	\$80,817,078	\$86,263,675	8.5%
Capital Outlay	1,238,306	0	23,423	0	0.0%
TOTAL OPERATIONS	\$75,390,699	\$79,534,355	\$80,840,501	\$86,263,675	8.5%
Transfer to General Fund	\$16,300,724	\$16,935,647	\$17,030,580	\$17,294,142	2.1%
Transfer to Debt Service	2,200,000	1,225,000	1,225,000	402,419	-67.1%
Transfer to W & S CIP	13,875,000	11,250,000	11,250,000	10,250,000	-8.9%
Transfer to Capital Reserve	1,200,000	1,200,000	1,200,000	1,200,000	0.0%
Transfer to Loss Fund	682,617	648,732	657,231	652,309	0.6%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	0.0%
Transfer to Reserve Fund	0	0	2,500,000	2,500,000	100.0%
Transfer to Technology Services	2,393,235	2,305,656	2,305,656	2,305,656	0.0%
Transfer for Sustainability	100,000	100,000	100,000	100,000	0.0%
TOTAL TRANSFERS	\$37,051,576	\$33,965,035	\$36,568,467	\$35,004,526	3.1%
TOTAL APPROPRIATIONS	\$112,442,275	\$113,499,390	\$117,408,968	\$121,268,202	6.8%
WORKING CAPITAL	\$14,884,163	\$15,063,744	\$16,800,892	\$19,598,900	30.1%
Days of Operation				83	

Water & Sewer Debt Service

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
RESERVE FUND					
WORKING CAPITAL	\$0	\$0	\$0	\$0	\$0
Fund Interest Income	0	0	0	0	0
Transfer to W&S Debt Service	0	0	0	0	0
TOTAL	\$0	\$0	\$0	\$0	0
FUND BALANCE	\$0	\$0	\$0	\$0	0
SINKING FUND					
UNAPPROPRIATED FUND BALANCE	\$328,791	\$426,741	\$432,531	\$327,481	-30.3%
Transfer In (W & S Fund)	\$2,200,000	\$1,225,000	\$1,225,000	\$402,419	-204.4%
Fund Interest Income	15,790	10,000	5,000	5,000	-100.0%
TOTAL	\$2,215,790	\$1,235,000	\$1,230,000	\$407,419	-203.1%
TOTAL RESOURCES	\$2,544,581	\$1,661,741	\$1,662,531	\$734,900	-126.1%
APPROPRIATIONS					
Principal	\$1,940,000	\$1,260,000	\$1,260,000	\$330,000	-281.8%
Interest	172,050	75,050	75,050	27,800	-170.0%
TOTAL APPROPRIATIONS	\$2,112,050	\$1,335,050	\$1,335,050	\$357,800	-273.1%
UNAPPROPRIATED FUND BALANCE	\$432,531	\$326,691	\$327,481	\$377,100	13.4%

Sustainability & Environmental Services

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
WORKING CAPITAL	\$1,970,455	\$1,676,610	\$2,959,266	\$1,865,501	11.3%
Revenues					
Commercial Franchise	\$6,286,201	\$6,504,545	\$6,699,681	\$6,900,672	6.1%
Special Refuse Collection	80,070	82,588	74,908	75,095	-9.1%
Residential Collection	12,655,347	12,620,722	12,659,232	12,722,528	0.8%
Allied Waste, Inc.	75,721	76,477	76,477	78,771	3.0%
Recycling	538,113	300,000	600,000	601,500	100.5%
Sales of Landscape Bags	41,709	40,982	40,982	41,084	0.2%
Contributions via Utility Billing	11,256	11,600	11,600	11,629	0.2%
Sale of Compost	1,138,107	1,191,287	1,191,287	1,194,265	0.3%
Tipping Fees	696,516	770,984	770,984	772,911	0.2%
Miscellaneous	384,639	364,326	364,326	369,791	1.5%
Reimbursements	168,296	169,240	169,240	169,240	0.0%
Sustainability Program Transfer	100,000	100,000	100,000	100,000	0.0%
Adjustment for Advance	431,182	0	0	0	0.0%
TOTAL REVENUES	\$22,607,157	\$22,232,751	\$22,758,717	\$23,037,488	3.6%
TOTAL RESOURCES	\$24,577,612	\$23,909,361	\$25,717,983	\$24,902,988	4.2%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$6,181,871	\$6,195,084	\$6,150,037	\$6,268,140	1.2%
Materials & Supplies	368,050	344,353	410,587	344,353	0.0%
Contractual	6,085,657	6,813,817	6,984,861	6,719,457	-1.4%
NTMWD	7,291,338	8,055,652	8,055,652	8,205,469	1.9%
Sundry	105,501	93,169	99,943	93,169	0.0%
Reimbursements	147,062	0	0	0	0.0%
Subtotal	\$20,179,479	\$21,502,075	\$21,701,080	\$21,630,588	0.6%
Capital Outlay	14,016	6,500	16,100	0	0.0%
TOTAL OPERATIONS	\$20,193,495	\$21,508,575	\$21,717,180	\$21,630,588	0.6%
Transfer to General Fund	\$892,035	\$892,100	\$894,259	\$898,710	0.7%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	0.0%
Transfer to W&S Fund-Env. Ed. Bldg.	157,239	157,239	857,239	157,239	0.0%
Transfer to Loss Fund	315,577	323,805	323,805	315,148	-2.7%
TOTAL TRANSFERS	\$1,424,851	\$1,433,144	\$2,135,302	\$1,431,096	-0.1%
TOTAL APPROPRIATIONS	\$21,618,346	\$22,941,719	\$23,852,482	\$23,061,684	0.5%
WORKING CAPITAL	\$2,959,266	\$967,642	\$1,865,501	\$1,841,305	90.3%
Due to W&S Fund	700,000	0	0	0	
WORKING CAPITAL	\$2,259,266	\$967,642	\$1,865,501	\$1,841,305	90.3%
Days of Operation				31	

Municipal Drainage Utility

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
WORKING CAPITAL	\$4,605,320	\$2,347,724	\$4,539,866	\$1,637,058	-30.3%
Revenues					
Environmental Assessment Fees:					
Residential Class Fees	\$2,725,720	\$2,850,534	\$2,719,841	\$2,726,641	-4.3%
Commercial Class Fees	2,430,768	2,294,834	2,425,526	\$2,431,590	6.0%
Miscellaneous	6,569	0	6,000	6,000	0.0%
Interest Income	44,983	42,440	25,000	20,000	-52.9%
TOTAL REVENUES	\$5,208,040	\$5,187,807	\$5,176,367	\$5,184,230	-0.1%
TOTAL RESOURCES	\$9,813,360	\$7,535,531	\$9,716,233	\$6,821,289	-9.5%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$1,322,369	\$1,345,668	\$1,332,162	\$1,400,222	4.1%
Materials & Supplies	269,241	254,514	325,559	254,514	0.0%
Contractual	486,607	691,688	813,518	695,162	0.5%
Sundry	9,348	3,961	3,980	39,586	899.4%
Reimbursements	309,719	308,240	308,240	308,240	0.0%
Subtotal	\$2,397,284	\$2,604,071	\$2,783,459	\$2,697,724	3.6%
Capital Outlay	0	300,000	300,000	0	0.0%
TOTAL OPERATIONS	\$2,397,284	\$2,904,071	\$3,083,459	\$2,697,724	-7.1%
Transfer to General Fund	\$359,636	\$360,176	\$360,176	\$361,076	0.2%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	0.0%
Transfer to Revenue Debt	2,496,574	2,911,142	2,911,142	2,911,171	0.0%
TOTAL TRANSFERS	\$2,876,210	\$3,291,318	\$3,291,318	\$3,292,247	0.0%
TOTAL APPROPRIATIONS	\$5,273,494	\$6,195,389	\$6,374,777	\$5,989,971	-3.3%
EST. RESERVE REQUIREMENT	0	0	1,704,398	0	
WORKING CAPITAL	\$4,539,866	\$1,340,142	\$1,637,058	\$831,318	-38.0%
Days of Operation				112	

Convention & Tourism

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
WORKING CAPITAL	\$2,394,612	\$1,343,957	\$2,163,878	\$1,164,950	-13.3%
Revenues					
Hotel/Motel Receipts	\$4,098,810	\$3,946,116	\$4,231,288	\$4,358,227	10.4%
Civic Center Fees	2,125,543	1,992,858	1,918,400	\$1,975,952	-0.8%
Miscellaneous	54,977	1,000	1,000	1,015	0.0%
Interest Income	23,429	30,000	15,325	15,325	-48.9%
TOTAL REVENUES	\$6,302,759	\$5,969,975	\$6,166,013	\$6,350,519	6.4%
TOTAL RESOURCES	\$8,697,371	\$7,313,932	\$8,329,891	\$7,515,469	2.8%
APPROPRIATIONS					
Operating Expenses					
Convention & Visitors Bureau	\$1,583,267	\$1,764,377	\$1,751,123	\$1,773,738	0.5%
Civic Center Operations	3,134,804	3,776,989	3,753,430	3,861,173	2.2%
Support of the Arts	586,384	591,917	591,917	653,734	10.4%
Historic Preservation	501,263	591,917	591,917	653,734	10.4%
Special Events	115,917	157,190	157,593	157,190	0.0%
Civic Center Equipment Rpl Fund	240,349	0	10,660	0	0.0%
Subtotal	\$6,161,984	\$6,882,390	\$6,856,640	\$7,099,569	3.2%
Capital Outlay	49,774	0	0	0	0.0%
TOTAL OPERATIONS	\$6,211,758	\$6,882,390	\$6,856,640	\$7,099,569	3.2%
Transfer to General Fund	\$301,735	\$298,499	\$308,301	\$317,526	6.4%
Transfer to Technology Fund	20,000	0	0	20,000	0.0%
TOTAL TRANSFERS	\$321,735	\$298,499	\$308,301	\$337,526	13.1%
TOTAL APPROPRIATIONS	\$6,533,493	\$7,180,889	\$7,164,941	\$7,437,094	3.6%
WORKING CAPITAL	\$2,163,878	\$133,043	\$1,164,950	\$78,375	-41.1%
Days of Operation				4	

Golf Course

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
WORKING CAPITAL	\$55,799	\$0	\$47,965	\$0	0.0%
Revenues					
Golf Fees	\$600,919	\$68,000	\$65,579	\$819,080	1104.5%
Concessions	0	0	0	30,000	0.0%
Interest Income	138	0	0	0	0.0%
Miscellaneous	0	0	1,327	200,000	0.0%
Reimbursements	0	303,735	468,723	0	-100.0%
TOTAL REVENUES	\$601,057	\$371,735	\$535,629	\$1,049,080	182.2%
TOTAL RESOURCES	\$656,856	\$371,735	\$583,594	\$1,049,080	182.2%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$423,801	\$116,481	\$322,536	\$487,767	318.8%
Supplies	49,589	27,200	28,674	76,063	179.6%
Contractual Services	134,747	226,354	230,684	230,982	2.0%
Sundry Charges	754	1,700	1,700	2,020	18.8%
Subtotal	\$608,891	\$371,735	\$583,594	\$796,832	114.4%
Capital Outlay	0	0	0	0	0.0%
TOTAL OPERATIONS	\$608,891	\$371,735	\$583,594	\$796,832	114.4%
Transfer to General Fund	0	0	0	52,454	0.0%
TOTAL TRANSFERS	\$0	\$0	\$0	\$52,454	0.0%
TOTAL APPROPRIATIONS	\$608,891	\$371,735	\$583,594	\$849,286	128.5%
WORKING CAPITAL	\$47,965	\$0	\$0	\$199,794	0.0%
Days of Operation					

**** Municipal Golf Course is scheduled to close for renovations on October 1, 2010. Estimated re-opening is scheduled for November 2011.**

Recreation Revolving

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
WORKING CAPITAL	\$529,180	\$419,479	\$653,035	\$502,970	19.9%
Revenues					
Recreation Fees	\$3,490,572	\$3,015,508	\$3,069,768	\$3,383,689	12.2%
Contributions	13,656	26,650	14,000	14,035	-47.3%
Interest Income	15,669	14,000	8,000	8,000	-42.9%
Sundry	40,914	69,300	35,000	35,088	-49.4%
TOTAL REVENUES	\$3,560,811	\$3,125,458	\$3,126,768	\$3,440,812	10.1%
TOTAL RESOURCES	\$4,089,991	\$3,544,937	\$3,779,803	\$3,943,781	11.3%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$1,309,955	\$1,382,589	\$1,372,536	\$1,426,065	3.1%
Materials & Supplies	198,360	224,941	228,875	224,941	0.0%
Contractual	1,732,800	1,486,296	1,486,861	1,670,724	12.4%
Sundry	24,532	30,619	32,223	30,619	0.0%
Subtotal	\$3,265,647	\$3,124,445	\$3,120,495	\$3,352,349	7.3%
Capital Outlay	0	0	0	0	0.0%
TOTAL OPERATIONS	\$3,265,647	\$3,124,445	\$3,120,495	\$3,352,349	7.3%
Transfer to General Fund	\$171,309	\$156,273	\$156,338	\$172,041	10.1%
TOTAL TRANSFERS	\$171,309	\$156,273	\$156,338	\$172,041	10.1%
TOTAL APPROPRIATIONS	\$3,436,956	\$3,280,718	\$3,276,833	\$3,524,389	7.4%
WORKING CAPITAL	\$653,035	\$264,219	\$502,970	\$419,392	58.7%
Days of Operation				46	

PTN

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
WORKING CAPITAL	\$254,378	\$297,035	\$339,267	\$115,584	-61.1%
Revenues					
Plano Television Network Fee	\$326,672	\$305,855	\$305,855	\$305,855	0.0%
Interest Income	3,575	3,000	3,000	3,000	0.0%
Cable Community Grant	150,000	150,000	150,000	0	-100.0%
Transfer In Gen Fund - Franchise Fees	134,772	0	0	150,000	0.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	0.0%
Miscellaneous	15,559	500	500	500	0.0%
TOTAL REVENUES	\$880,578	\$709,355	\$709,355	\$709,355	0.0%
TOTAL RESOURCES	\$1,134,956	\$1,006,390	\$1,048,622	\$824,939	-18.0%
APPROPRIATIONS					
Operating Expense					
Salaries & Wages	\$638,523	\$637,385	\$652,123	\$660,752	3.7%
Materials & Supplies	68,973	47,189	47,228	47,189	0.0%
Contractual	86,391	79,892	82,387	81,634	2.2%
Sundry	1,802	1,300	1,300	1,300	0.0%
Equipment Replacement	0	150,000	150,000	0	-100.0%
Subtotal	795,689	915,766	933,038	790,875	-13.6%
Capital Outlay	0	0	0	0	0.0%
TOTAL APPROPRIATIONS	795,689	915,766	933,038	790,875	-13.6%
WORKING CAPITAL	\$339,267	\$90,624	\$115,584	\$34,064	-62.4%
Days of Operation				16	

Property and Liability Loss

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
WORKING CAPITAL	\$465,279	\$294,945	\$468,229	\$508,667	42.0%
Resources					
General Fund Transfer In	\$2,972,055	\$2,686,758	\$3,384,581	\$3,201,205	16.1%
Water & Sewer Fund Transfer In	682,617	648,732	657,231	648,795	0.0%
Sustain. & Env. Svcs. Fund Transfer In	315,577	323,805	323,805	311,997	-3.8%
Claims Recovered	197,637	200,000	200,000	200,000	0.0%
Interest Earned	49,374	50,000	35,000	50,000	0.0%
TOTAL REVENUES	\$4,217,260	\$3,909,295	\$4,600,616	\$4,411,997	11.4%
TOTAL RESOURCES	\$4,682,539	\$4,204,240	\$5,068,845	\$4,920,664	14.6%
APPROPRIATIONS					
Workers' Compensation	\$1,309,251	\$1,200,000	\$1,600,000	\$1,600,000	25.0%
Judgements and Damages	756,778	600,000	900,000	900,000	33.3%
Risk Management Operations	2,148,281	1,886,980	2,060,178	1,887,997	0.1%
TOTAL APPROPRIATIONS	\$4,214,310	\$3,686,980	\$4,560,178	\$4,387,997	16.0%
UNAPPROPRIATED FUND BALANCE	\$468,229	\$517,260	\$508,667	\$532,667	2.9%

Capital Reserve

	Actual 2009-10	Budget 2010-11	Re-Est 2010-11	Projected 2011-12	% Change 2011-12
WORKING CAPITAL	\$38,907,914	\$25,822,914	\$43,100,026	\$21,667,463	-16.1%
Revenues					
General Fund Transfer In	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	0.0%
Water & Sewer Transfer In	1,200,000	1,200,000	1,200,000	1,200,000	0.0%
Property Mgmt Transfer In	0	433,351	0	0	0.0%
Fund Interest Earnings	474,163	400,000	400,000	400,000	0.0%
Rollback Taxes	63,296	100,000	100,000	100,000	0.0%
Miscellaneous	44,900	0	0	0	0.0%
Reimbursement from Collin County	680,000	1,500,000	1,500,000	0	-100.0%
TOTAL REVENUE	\$12,962,359	\$14,133,351	\$13,700,000	\$12,200,000	-13.7%
TOTAL RESOURCES	\$51,870,273	\$39,956,265	\$56,800,026	\$33,867,463	-15.2%
APPROPRIATIONS					
Streets & Drainage Projects	\$5,454,835	\$9,294,000	\$19,153,165	\$9,250,000	-0.5%
Park Improvement Projects	1,401,717	3,710,000	6,925,283	2,725,000	-26.5%
Municipal Facilities Projects	1,683,809	3,579,000	8,344,191	3,629,000	1.4%
Water & Sewer Projects	170,076	450,000	709,924	450,000	0.0%
Audit Adjustment	59,810	0	0	0	0.0%
TOTAL OPERATIONS	\$8,770,247	\$17,033,000	\$35,132,563	\$16,054,000	-5.7%
TOTAL APPROPRIATIONS	\$8,770,247	\$17,033,000	\$35,132,563	\$16,054,000	-5.7%
WORKING CAPITAL	\$43,100,026	\$22,923,265	\$21,667,463	\$17,813,463	-22.3%

Budget Calendar

OPERATING BUDGET CALENDAR Fiscal Year 2011-12

February 7	Personnel worksheets issued for verification. Budget & Research Department issues calendar and instructions for requesting the following internal review items: building modifications cellular telephones & communications devices copiers furniture and office equipment G.I.S. software/hardware technology requests leased space microfilming radios, radio systems, and maintenance special mail-outs telecommunications and phone equipment/lines vehicles and major equipment other major capital outlay/specialty items	March 28	Budget & Research Department presents FY 2010-11 Status Report and Three-Year Financial Summary to City Council for review and input.
		March 30	At Management Team meeting, Budget & Research Department gives overview and distributes instructions, forms, and departmental targets.
		April 8	Budget & Research Department re-assesses revenue estimates for the current and upcoming year and advises the City Manager of these changes.
		April 18 - May 6	Citizen input meetings in community with specific groups, including the Chamber of Commerce and Homeowners Council, as requested.
February 18	Requests due to service departments for internal review items listed above. Changes to Personnel worksheets due to Budget & Research Department.	May 6	All departmental Operating Budgets due to area Deputy City Managers.
		May 13	All departmental Operating Budget requests due in Budget & Research Department.
February 25	Estimated cost list of frequently purchased items due to Budget & Research Department from Purchasing, Public Safety Communications Telecommunications, and Technology Services for inclusion in the Budget Preparation Manual. Various Departments submit indicators to Budget & Research Department for inclusion in the Budget Preparation Manual. Preliminary FY 2011-12 Personnel requests submitted to Technology Services, Human Resources, and City Manager. Equipment Services distributes recommendations for vehicle and rolling stock replacements.	May 16 - June 13	Budget & Research Department compiles total Operating Budget requests and Community Investment Program requests.
		June 9	Technology Services Steering Committee prioritizes all departmental Technology requests and submits recommendation to the City Manager.
		June 10, 13, & 15	City Manager reviews Operating Budgets and Community Investment Program with all department heads.
		June 13	Budget & Research Department presents total request to City Manager with highlights, issues, options, and recommendations.
March 14	Cost information and recommendations due back to Departments on internal review items.	June 17	City Manager gives preliminary instructions to Budget & Research Department.
March 17, 21	Budget & Research Department staff provides training on instructions, forms, automation, supplements, and other issues.	July 11	City Manager gives final budget instructions to Budget & Research Department.
March 18	Budget & Research Department meets with City Manager and Deputy City Managers to present mid-year revenue and expenditure forecast, review preliminary assumptions, and set budget parameters, targets, and goals. Status of the Community Investment Program is also discussed.	July 13	Budget & Research Department notifies departments of preliminary funded FY 2011-12 requests and/or reductions.
		July 18	Draft Operating Budget and Community Investment Program submitted to City Manager for review.

July 27	City Manager submits FY 2011-12 Recommended Budget and Proposed Community Investment Program to City Council.	August 13	City Council/Budget Work Session.
August 8	Presentation of Proposed Community Investment Program to the City Council.	August 22	1st Public Hearing on tax rate. (If Required)
	Public Hearing on Operating Budget and Community Investment Program.	August 31	2nd Public Hearing on tax rate. (If Required)
	Approval of Appraisal Roll.	September 12	City Council adopts Operating Budget, Community Investment Program, and sets Tax Rate.
	Vote on proposed tax rate increase, if necessary.	October 1	New fiscal year begins.

The Budget & Research Department reserves the right to make changes to this calendar, as required or may be appropriate, to facilitate the timely execution of tasks and required productions of publications.

History of Tax Base and Ad Valorem Tax Analysis

HISTORY OF TAX BASE IN PLANO AND PROJECTION FOR 2011-12, 2012-13 & 2013-14							
As of Jan. 1	Taxable Value	New Property	Existing Tax Base	Change in Total Value \$	Change in Total %	Change in Base \$	Change in Base %
1999	\$13,318,803,313	\$ 973,732,898	\$12,345,070,415	\$1,659,783,922	14.24%	\$ 686,051,024	5.88%
2000	\$14,970,714,724	\$1,075,343,168	\$13,895,371,556	\$1,651,911,411	12.40%	\$ 576,568,243	4.33%
2001	\$16,951,975,217	\$1,209,831,901	\$15,741,143,316	\$1,981,260,493	13.23%	\$ 771,428,592	5.15%
2002	\$18,923,096,351	\$ 952,719,113	\$17,970,377,238	\$1,971,121,134	11.63%	\$1,018,402,021	6.01%
2003	\$20,194,219,506	\$ 913,900,252	\$19,280,319,254	\$1,271,123,155	6.72%	\$ 357,222,903	1.89%
2004	\$20,398,670,327	\$ 434,730,669	\$19,963,939,658	\$ 204,450,821	1.01%	(\$230,279,848)	-1.14%
2005	\$20,869,734,810	\$ 328,684,415	\$20,541,050,395	\$ 471,064,483	2.31%	\$ 142,380,068	0.70%
2006	\$21,649,265,385	\$ 376,517,872	\$21,272,747,513	\$ 779,530,575	3.74%	\$ 403,012,703	1.93%
2007	\$22,829,141,312	\$ 556,469,319	\$22,272,671,993	\$1,179,875,927	5.45%	\$ 623,406,608	2.88%
2008	\$24,511,500,675	\$ 568,050,666	\$23,943,450,009	\$1,682,359,363	7.37%	\$1,114,308,697	4.88%
2009	\$25,785,315,308	\$ 559,678,673	\$25,225,636,635	\$1,273,814,633	5.20%	\$ 714,135,960	2.91%
2010	\$25,507,218,156	\$ 380,409,056	\$25,126,809,100	(\$278,097,152)	-1.08%	(\$658,506,208)	-2.55%
2011	\$24,680,898,705	\$ 262,876,373	\$24,418,022,332	(\$826,319,451)	-3.24%	(\$1,089,195,824)	-4.27%
2012	\$24,240,471,744	\$ 300,000,000	\$23,940,471,744	(\$440,426,961)	-1.78%	(\$740,426,961)	-3.00%
2013	\$24,640,471,744	\$ 400,000,000	\$24,240,471,744	\$400,000,000	1.62%	\$0	0.00%
2014	\$25,286,876,461	\$ 400,000,000	\$24,886,876,461	\$646,404,717	2.67%	\$246,404,717	1.02%

Three-Year Financial Forecast Ad Valorem Tax Analysis					
Existing Property Values			-3.00%	0.00%	1.00%
New Property Growth			300,000,000	400,000,000	400,000,000
	2009-10 Actual	2010-11 Budget	2011-12 Projected	2012-13 Projected	2013-14 Projected
Analysis of Tax Rate					
Total Taxable Value	\$25,507,218,156	\$24,680,898,705	\$24,240,471,744	\$24,640,471,744	\$25,286,876,461
Change in Total Value (\$)	(278,097,152)	(826,319,451)	(440,426,961)	400,000,000	646,404,717
Change in Total Value (%)	5.20%	-3.24%	-1.78%	1.65%	2.62%
Tax Rate	0.4886	0.4886	0.4886	0.4886	0.4886
Levy	124,628,268	120,590,871	118,438,945	120,393,345	123,551,678
Current Collections	120,267,006	119,384,962	117,254,555	119,189,411	122,316,162
Current Collections Percent	96.5%	99.0%	99.0%	99.0%	99.0%
Delinquent Collections	65,511	1,205,909	1,184,389	1,203,933	1,235,517
Penalty & Interest	710,000	538,130	548,901	556,850	574,139
Total Collections	121,042,517	121,129,001	118,987,846	120,950,195	124,125,817
Total Current Levy	97.1%	100.4%	100.5%	100.5%	100.5%
Debt Allocation					
Rate	.1602	.1751	.1786	.1831	.1725
Current Collections	39,251,129	41,829,232	41,794,182	43,565,000	42,047,246
Delinquent Collections	20,852	432,163	432,935	451,167	436,199
Penalty & Interest	198,638	151,257	173,174	180,467	174,479
General Fund Allocation					
Rate	0.3284	0.3135	0.3100	0.3055	0.3161
Current Collections	81,015,877	75,131,061	73,584,270	72,775,593	77,384,216
Delinquent Collections	44,659	773,746	751,455	752,766	799,318
Penalty & Interest	511,362	386,873	375,727	376,383	399,659
One Cent Equivalent on Tax Rate			\$2,399,807	\$2,439,407	\$2,503,401

Transfers

Three-Year Financial Forecast Transfers

GENERAL FUND						
	2009-10 Actuals	2010-11 Budget	2010-11 Re-Est	2011-12 Projected	2012-13 Projected	2013-14 Projected
Transfers To:						
Capital Reserve	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000	\$10,500,000
Property & Liability Loss	2,972,055	2,686,758	3,384,581	3,237,848	3,200,000	3,200,000
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
PTN Fund	134,772	0	0	150,000	150,000	150,000
Economic Development	873,751	855,758	855,758	855,758	864,316	872,959
Eco.Dev. Incentive Fund	5,014,431	4,886,818	4,886,818	4,799,613	4,878,814	5,006,802
Total Transfers	\$20,495,009	\$19,929,334	\$20,627,157	\$20,543,220	\$20,593,130	\$20,729,761

GENERAL OBLIGATION DEBT FUND						
	2009-10 Actuals	2010-11 Budget	2010-11 Re-Est	2011-12 Projected	2012-13 Projected	2013-14 Projected
Transfers To:						
Tech Infra.& Public Art	\$281,064	\$280,325	\$280,325	\$284,376	\$283,000	\$281,414
Tax Notes - Moto Mesh	2,099,000	2,097,200	2,097,200	2,092,600	2,085,200	0
Tax Notes - Moto & Radio	2,678,419	2,694,494	2,694,494	2,717,869	2,733,469	2,754,578
Tax Notes - Radio Repl.	963,725	969,994	969,994	980,644	990,619	999,919
Tax Notes - Radio Repl. (C.O.'s)	208,407	906,976	906,976	905,476	903,776	906,876
Total Transfers	\$6,230,615	\$6,948,989	\$6,948,989	\$6,980,965	\$6,996,064	\$4,942,787

WATER & SEWER FUND						
	2009-10 Actuals	2010-11 Budget	2010-11 Re-Est	2011-12 Projected	2012-13 Projected	2013-14 Projected
Transfer To:						
General Fund	\$16,300,724	\$16,935,647	\$17,030,580	\$17,294,142	\$18,158,849	\$19,066,792
Debt Service Fund	2,200,000	1,225,000	1,225,000	402,419	0	0
Water & Sewer CIP	13,875,000	11,250,000	11,250,000	10,250,000	12,000,000	12,000,000
Capital Reserve	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
Property & Liability Loss	682,617	648,732	657,231	652,309	684,925	719,171
Technology Fund	300,000	300,000	300,000	300,000	300,000	300,000
Technology Services	2,393,235	2,305,656	2,305,656	2,305,656	2,374,826	2,446,070
Reserve Fund	0	0	2,500,000	2,500,000	2,500,000	2,500,000
Sustainability	100,000	100,000	100,000	100,000	100,000	100,000
Total Transfers	\$37,051,576	\$33,965,035	\$36,568,467	\$35,004,526	\$37,318,600	\$38,332,033

SUSTAINABILITY & ENVIRONMENTAL SERVICES FUND						
	2009-10 Actuals	2010-11 Budget	2010-11 Re-Est	2011-12 Projected	2012-13 Projected	2013-14 Projected
Transfers To:						
General Fund	\$892,035	\$892,100	\$894,259	\$898,710	\$903,183	\$905,880
Technology Fund	60,000	60,000	60,000	60,000	60,000	60,000
Property & Liability Loss	315,577	323,805	323,805	315,148	315,148	315,148
W&S - Env. Edu. Bldg.	157,239	157,239	857,239	157,239	157,239	157,239
Total Transfers	\$1,424,851	\$1,433,144	\$2,135,302	\$1,431,096	\$1,435,569	\$1,438,267

MUNICIPAL DRAINAGE FUND						
	2009-10 Actuals	2010-11 Budget	2010-11 Re-Est	2011-12 Projected	2012-13 Projected	2013-14 Projected
Transfers To:						
General Fund	\$359,636	\$360,176	\$360,176	\$361,076	\$361,979	\$362,522
Technology Fund	20,000	20,000	20,000	20,000	20,000	20,000
Revenue Debt	2,496,144	2,911,142	2,911,142	2,911,171	3,033,084	3,046,755
Total Transfers	\$2,876,210	\$3,291,318	\$3,291,318	\$3,292,247	\$3,415,063	\$3,429,277

CONVENTION & TOURISM FUND						
	2009-10 Actuals	2010-11 Budget	2010-11 Re-Est	2011-12 Projected	2012-13 Projected	2013-14 Projected
Transfers To:						
General Fund	\$301,735	\$298,499	\$308,301	\$317,526	\$325,453	\$333,579
Technology Fund	20,000	0	0	20,000	20,000	20,000
Total Transfers	\$321,735	\$298,499	\$308,301	\$337,526	\$345,453	\$353,579

RECREATION REVOLVING FUND						
	2009-10 Actuals	2010-11 Budget	2010-11 Re-Est	2011-12 Projected	2012-13 Projected	2013-14 Projected
Transfers To:						
General Fund	\$171,309	\$156,273	\$156,338	\$172,041	\$172,472	\$172,732
Total Transfers	\$171,309	\$156,273	\$156,338	\$172,041	\$172,472	\$172,732

Projected CIP Impact

PROJECTED GENERAL FUND O&M EXPENSES COMMUNITY INVESTMENT PROGRAM			
	2011-12	2012-13	2013-14
CIP O&M EXPENDITURES			
Fire Station #13	282,016	1,874,437	563,479
Fire Apparatus	-	-	1,908,437
Fire Station #4 Expansion	13,512	16,890	-
'09 Arbor Hills Nature Preserve	7,500	-	-
Archgate Park Maintenance	-	6,000	-
09 Athletic Field Improvements	-	11,450	11,450
Carpenter Rec Center Expansion	116,895	-	-
09 Land Acquisitions	-	-	15,000
Legacy Trail	-	7,000	-
09 Maintenance Facility Expansion	7,309	28,465	-
09 Oak Point Center Expansion	-	-	51,450
Oak Point Park Maintenance	-	42,537	-
09 Park Improvements	15,000	5,000	-
Senior Center/Wellness Center	-	-	198,496
Special Use Facilities	-	-	-
Oak Point Rec Center Expansion	-	-	227,595
Technology Service Remodel	-	121,550	-
09 Trail Connections	19,500	22,500	-
Total CIP O&M Expenditures	\$454,423	\$2,127,364	\$3,188,703
Tax Rate Impact	0.19	0.87	1.27
Cumulative			
New CIP O&M 2011-12	454,423	454,423	454,423
New CIP O&M 2012-13	-	2,127,364	2,127,364
New CIP O&M 2013-14	-	-	3,188,703
	-	-	-
Total Cumulative O&M	454,423	2,581,787	5,770,490
Cumulative Tax Rate Impact	0.19	1.06	2.34





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		03/28/2011			
Department:		Planning			
Department Head		P. Jarrell			
Agenda Coordinator (include phone #): Tammy Stuckey, ext 7156					
CAPTION					
An Ordinance of the City of Plano, providing certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation in the amount of \$32,367; providing a severability clause, an effective date, and consideration of the appeals of the Heritage Commission's recommended denial of tax exemption for 1211 15th Street, 1407 15th Street, 909 18th Street, and 1701 H Avenue.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2011-12, 12-13	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	-32,367	-32,367
BALANCE		0	0	-32,367	-32,367
FUND(s): GENERAL FUND & GENERAL OBLIGATION DEBT FUND					
COMMENTS: This item will result in a loss of 2011-12 Ad Valerom Tax revenue in the estimated amount of \$32,367 for a partial exemption.					
STRATEGIC PLAN GOAL: Partial Ad Valorem Tax exemptions relate to the City's Goal of Great Neighborhoods - 1st Choice to Live					
SUMMARY OF ITEM					
See attached memo					
List of Supporting Documents: Memo Ordinance Exhibit "A" Properties Recommended for Approval of Tax Exemption Exhibit "B" Properties Recommended for Denial of Tax Exemption			Other Departments, Boards, Commissions or Agencies Heritage Commission		

March 15, 2011

MEMO

TO: Mr. Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager

FROM: Liz Hersch, Heritage Preservation Officer

SUBJECT: 2011 Historic Tax Exemption Properties and Appeal

Attached please find the proposed ordinance and supporting spreadsheets listing the historic properties eligible to receive the 2011 Historic Structures Property Tax Exemption, for consideration by the City Council at its March 28, 2011 meeting. In the past 60 days, the Heritage Commission has conducted an annual survey of eligible properties, made recommendations regarding necessary repairs, recommended the tax exemptions as stated, and shared this information with the other taxing entities: PISD, CCCCD, and Collin County.

This year there were seventy-three (72) properties surveyed and sixty-seven (67) properties recommended for tax exemptions. The exemptions total \$32,366.79 in city receipts and \$143,636.75 for all four taxing entities. This is approximately a 4% increase in city exemptions and a 5% increase in overall exemptions from 2010. The increase in overall exemptions is due to an approximately 6% increase in total assessed values of the surveyed properties. The spreadsheet titled "Properties Recommended for Approval of the Tax Exemption" (Exhibit A) summarizes the properties recommended for approval and includes information such as exemption percentage applied, property improvement values, and the tax exemption values for each taxing entity. Additionally, the last page summarizes the total tax exemption for each taxing entity. The spreadsheet titled "Properties Recommended for Denial of Tax Exemption" (Exhibit B) summarizes similar information.

The purpose of tax exemption for heritage properties is to promote preservation through ongoing maintenance. The Commission inspects each structure yearly to determine if it is being maintained in accordance with the provisions of the ordinance. Class A Structures (individually designated and used for residential purposes) receive 100% exemption from taxation. Class B Structures (individually designated and used for commercial purposes) receive 50% exemption. Class C Structures (contributing to a historic district and used for residential purposes) receive 75% exemption. Finally, Class D Structures (contributing to a historic district and used for commercial purposes) receive 38% exemption. These exemptions are on the value of the improvements; full taxes are still paid on the land.

During the annual survey staff and/or Commissioners visit each property; note exterior issues requiring maintenance or repair; and photograph them for reference. All repair items are rated as either a "1" or a "2." A rating of "1" identifies a relatively minor item that may be readily addressed in one year. A "2" rating involves a more complicated and expensive undertaking and it allows two years for completion. The Commission and the Council also have the authority to extend an exemption for an additional year if it is determined that extenuating circumstances require another year to complete a particular repair.

A property owner may appeal the recommendation of the Heritage Commission to the Council. The notice of appeal must be submitted in the form of a signed letter to the Preservation Officer within ten business days of the Commission's decision (per the Tax Exemption Ordinance). Four property owners out of the five properties denied by the Commission at the February 22, 2011 meeting have appealed. The owners of the following properties have appealed the Commission's recommendation for denial of the tax exemption on their property:

- 1211 15th Street
- 1407 15th Street
- 909 18th Street
- 1701 H Avenue

Requested Appeals:

1211 15th Street (Attachment 1) - During the 2010 tax exemption survey, staff noted two repair items: chipped paint on fence pickets and broken and missing fence pickets. These maintenance items were rated a "1." The applicant was informed that the fence required repainting on those areas where the paint was chipped and replacements for the broken and missing pickets by January 15, 2011, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issues. The Commission recommended denial of the exemption. The property owner has appealed this denial, stating that legal issues surrounding the property had hindered the owner from completing all repairs prior to the deadline and that attempts had been made during the year to repair the fence, though repairs to the specific pickets photographed during the survey were not completed. The repair items have since been completed.

1407 15th Street (Attachment 2) - During the 2010 tax exemption survey, staff noted two repair items: chipped paint on the underside of the second floor eaves, and chipped paint on the front balcony rail. These maintenance items were rated a "1." The applicant was informed that the structure required repainting on those areas where the paint was chipped by January 15, 2011, or the tax exemption could be lost. During the

annual survey, it appeared that no attempt had been made to address the issues. The Commission recommended denial of the exemption. The property owner has appealed this denial, stating that health reasons had hindered their ability to address the repair items in a timely manner. In addition, the property owner had difficulty locating the items in need of repair. The repair items have since been completed.

909 18th Street (Attachment 3) - During the 2010 tax exemption survey, staff noted four repair items: Wood belt course in disrepair, chipped paint on the second floor rafters, gutter and downspout end caps missing, and chipped paint on wood trim and fascia board on west façade. These maintenance items were rated a “1.” The applicant was informed that the structure required repainting on those areas where the paint was chipped, as well as replacements for the missing gutter end caps and repair of the wood belt course by January 15, 2011, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issues. The Commission recommended denial of the exemption. The property owner has appealed this denial, stating that the company hired to complete all repair items during the year had failed to do so, unbeknownst to the property owner who lives out of state. The property owner has since hired a new company to complete all repairs, which will be completed by the end of March 2011.

1701 H Avenue (Attachment 4) - During the 2009 tax exemption survey, staff noted that the asphalt section of the driveway on the west side of the property had deteriorated. This maintenance item was rated a “2;” therefore it required completion by January 2011. There were no additional repair items noted in 2010. The applicant was informed that the driveway required repair by January 15, 2011, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issue and several new areas of chipped paint were noted. The Commission recommended denial of the exemption. The property owner has appealed this denial, stating that the asphalt section of the driveway covered an older concrete driveway that was in disrepair and that it would be too costly to repair the driveway at this time. The property owner further stated that the repair items had existed for some time and had not deteriorated further.

Per the City of Plano Tax Exemption Ordinance, Section 20-55 (a), “The applicant shall be notified of any deficiencies from the above standards and shall correct or restore them within the time frame determined at the time of notification. The Commission shall determine, when applicable, if the applicant has adequately corrected the deficiencies in the required time frame from the previous year in order to certify that the subject property is in compliance. The Commission must also evaluate if the general health, safety and welfare and the

public interest is being served in designating and preserving individual and contributing heritage resources.”

During 2010, three letters were sent to each property owner noting the repairs required to be addressed by January 15, 2011, in order to retain the tax exemption. Included with the letter were copies of the photographs staff took identifying the repair items. Any property owners may contact staff any time throughout the year with questions about repair items or concerns about completing the work.

Staff will be available to make a presentation during the Council meeting regarding this agenda item, as well as be available for any questions.

1211 E. 15th Street

Staff Findings from the 2011 Tax Exemption Survey

- Property surveyed between January 18 and January 24, 2011

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	2011 COMMENTS NOTE: Items rated "1" must be completed by 2/1/12; Items rated "2" must be completed by 2/1/13.
Hood House	1211 15th St.	Stonegate East Plano Partners LP	1211 E. 15th St.	2010 REPAIR ITEMS-NOT COMPLETED Chipped paint on fence; requires touch up paint (1) Broken and missing fence pickets; requires replacement (1) REPAIR ITEMS NOTED IN 2011 Paint flaking throughout front and east façades; requires repainting (1)

During the 2010 tax exemption survey, staff noted two repair items: chipped paint on fence pickets and broken and missing fence pickets. These maintenance items were rated a “1.” The applicant was informed that the fence required repainting on those areas where the paint was chipped and replacements for the broken and missing pickets by January 15, 2011, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issues. The Heritage Commission recommended denial of the exemption. The property owner has appealed this denial, stating that legal issues surrounding the property had hindered the owner from completing all repairs prior to the deadline and that attempts had been made during the year to repair the fence, though repairs to the specific pickets photographed during the survey were not completed. The repair items have since been completed.

Photos:



2010 Photo



2011 Photo

Attachment 1



2010 Photo



2011 Photo

Attachment 1

Letter of Appeal

STONEGATE EAST PLANO PARTNERS
1211 EAST 15TH STREET
PLANO, TX 75074

March 3, 2011

VIA EMAIL

Ms. Liz Casso Hersch
City of Plano – Historic Preservation Officer
PO Box 860358
Plano, TX 75086

RE: **Denial of 2011 Heritage Preservation Exemption
Appeal Due to Bankruptcy**

Dear Liz:

As we discussed, the property at 1211 East 15th Street is owned by a partnership which I am the majority partner. As a result of the downturn in the homebuilding business, the primary tenant defaulted on its lease, causing the loan to go into default. The lender then refused to provide any renewals terms on its indebtedness late last year, the day to day decisions for the partnership became much more arduous.

In the fray of the legal proceedings, the repair letter from the 2010 approval somehow got misplaced. As we discussed last week, during the year, repairs were made due to the picket fence related to seemingly ongoing vandalism and damage to the fence. Somehow the repairs to the specific pickets photographed by the Commission were not completed. Being a long-time historic homeowner and advocate of this program, had I personally been aware that the repairs required by the letter from the Commission had not been completed, I would have sought the necessary legal approvals required for the repairs. As you know, my family has owned the Carpenter House, and has been a long time owner of the Roller house, which is on the historical registry. We have been staunch supporters of the Historical Commission and its processes. We were approved for the 2011 exemption on our house because we made our repairs, which we much more extensive than those at 1211. There is no way that we would not have made \$500 or less worth of repairs to save \$5,000 in taxes had we been aware that they hadn't been made. The legal issues of the property really stifled the issues of the repairs needed, and as such we respectfully request that our appeal of the Board's action to deny the 2011 exemption be approved and the denial reversed. The repairs requested have already been made and we will make sure that they are continually made as long as I am involved in the ownership of the property.

Sincerely,

STONEGATE EAST PLANO PARTNERS, LP



Randy Edwards, Partner

CC: Rusty Oesch

1407 15th Street

Staff Findings from the 2011 Tax Exemption Survey

- Property surveyed between January 18 and January 24, 2011

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	2011 COMMENTS NOTE: Items rated "1" must be completed by 2/1/12; Items rated "2" must be completed by 2/1/13.
Carlisle House	1407 15th St.	Michael and Harriet Linz	1407 15th St.	2010 REPAIR ITEMS-NOT COMPLETED Chipped paint on underside of second floor eaves; requires touch up (2010-1) Chipped paint on front balcony rail; requires touch up (2010-1) REPAIR ITEMS NOTED IN 2011 Cracked mortar on front porch columns; requires repointing (1)

During the 2010 tax exemption survey, staff noted two repair items: chipped paint on the underside of the second floor eaves, and chipped paint on the front balcony rail. These maintenance items were rated a "1." The applicant was informed that the structure required repainting on those areas where the paint was chipped by January 15, 2011, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issues. The Heritage Commission recommended denial of the exemption. The property owner has appealed this denial, stating that health reasons had hindered their ability to address the repair items in a timely manner. In addition, the property owner had difficulty locating the items in need of repair. The repair items have since been completed.

Photos:



2010 Photo



2011 Photo

Attachment 2



2010 Photo



2011 Photo

Attachment 2

Letter of Appeal

City of Plano
Attn: Liz Casso Hersch
Heritage Preservation Officer
POB Box 860358
Plano TX 75086

March 4, 2011

Dear Ms. Hersch:

I wish to appeal the denial of the 2011 tax exemption on my home.

My husband was diagnosed with cancer in late 2009 and since then has undergone two major surgeries.

Of the two items of chipped paint, one on second floor eaves and second on balcony, I was unable to see the first (admittedly looking from the ground) and I was unable to timely schedule our handyman to touch-up the second.

I had the handyman out today and he will be doing the touch-up on the balcony within the next two weeks. He did not see the chipped paint on the eaves but will also touch-up any he finds when he comes with his ladders.

We have worked very hard over many years and spent significant sums to make our home the pride of the heritage community. We will continue to work and spend our limited resources in making improvements and only last week were granted a home equity loan to do so.

I would ask that in view of the fact that only touch-ups are needed and our personal issues that I be given a little more time to get this accomplished.



Harriet Linz
1407 E. 15th St.
Plano TX 75074
972.422.5560

PS: Although your letter mentioned a second item regarding touch-up of mortar, your letter of 2.23 was the first we received regarding that matter. And that will also be done promptly.

909 18th Street

Staff Findings from the 2011 Tax Exemption Survey

- Property surveyed between January 18 and January 24, 2011

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	2011 COMMENTS NOTE: Items rated "1" must be completed by 2/1/12; Items rated "2" must be completed by 2/1/13.
Hughston House	909 18th St.	Hallway Inc.	18295, Gulf Blvd Ste 203, Indian Shores, FL	<p>2010 REPAIR ITEMS – NOT COMPLETED</p> <p>Wood belt course in disrepair; requires repair and paint touch up (1)</p> <p>Paint chipping on second floor rafters of east façade; requires touch up (1)</p> <p>Gutter/ downspout end caps missing; requires replacement (1)</p> <p>Paint chipped on wood trim and fascia board on west façade; requires touch up (1)</p> <p>REPAIR ITEMS NOTED IN 2011</p> <p>Rotted/damaged fascia boards and eaves throughout; requires replacement (1)</p> <p>New paint job to fascia board on 1st floor is incomplete and color has not been approved; requires a Certificate of Appropriateness (CA) for new paint color and completion of paint job following CA approval (1)</p>

During the 2010 tax exemption survey, staff noted four repair items: Wood belt course in disrepair, chipped paint on the second floor rafters, gutter and downspout end caps missing, and chipped paint on wood trim and fascia board on west facade. These maintenance items were rated a “1.” The applicant was informed that the structure required repainting on those areas where the paint was chipped, as well as replacements for the missing gutter end caps and repair of the wood belt course by January 15, 2011, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issues. The Heritage Commission recommended denial of the exemption. The property owner has appealed this denial, stating that the company hired to complete all repair items during the year had failed to do so, unbeknownst to the property owner who lives out of state. The property owner has since hired a new company to complete all repairs, which will be completed by the end of March 2011.

Photos:



2010 Photo



2011 Photo

Attachment 3



2010 Photo



2011 Photo



2010 Photo



2011 Photo (note the unapproved paint color)

Letter of Appeal

Hallway, Inc.

Liz Casso Hersch
Heritage Preservation Officer
The Heritage Commission
Planning Department
P.O. Box 860358
Plano, Texas 75086-0358

Dear Liz:

I am in receipt of your letter dated February 23rd, which unfortunately did not get to me until March 9th. As you know we no longer occupy the property on 17th street, which we have had on the market since the summer of 2009. We have been unable to sell the property due to the fall in commercial real estate in the area, but had hired a person that was to take care of the property until its sale. We have taken care of many problems that have come about from our vacant property, but were unaware of the poor condition that the property is in presently. This was definitely not our intentions and we have terminated our agreement with this person and have hired a new company that will oversee the property. We have made arrangements with contractors to take care of the listed issues concerning the house and plan to have these completed by the end of March. We hope this will satisfy our agreement with you and will keep our Historical exemption. Please accept our apology and our pledge that we will maintain the property in a more hands-on fashion that will meet your requirements.

Sincerely,

Jim Horton
Hallway Inc
1350 Bluegrass Lakes Pkwy
Alpharetta, GA 30004
O: (770)442-2534
C: (678)640-6985
jhorton@invisaflo.com

1701 H Avenue

Staff Findings from the 2011 Tax Exemption Survey

- Property surveyed between January 18 and January 24, 2011

RESOURCE	LOCATION	OWNER	OWNER ADDRESS	2011 COMMENTS NOTE: Items rated "1" must be completed by 2/1/12; Items rated "2" must be completed by 2/1/13.
Haggard Park	1701 H Ave.	Humberto Quintanilla	1701 H Ave.	2010 REPAIR ITEMS-NOT COMPLETED West-side driveway asphalted section has deteriorated; repair or repaving required (2009-2 - must be completed by 2011)

During the 2009 tax exemption survey, staff noted that the asphalt section of the driveway on the west side of the property had deteriorated. This maintenance item was rated a “2;” therefore required completion by January 2011. There were no additional repair items noted in 2010. The applicant was informed that the driveway required repair by January 15, 2011, or the tax exemption could be lost. During the annual survey, it appeared that no attempt had been made to address the issue and several new areas of chipped paint were noted. The Heritage Commission recommended denial of the exemption. The property owner has appealed this denial, stating that the asphalt section of the driveway covered an older concrete driveway that was in disrepair and that it would be too costly to repair the driveway at this time. The property owner further stated that the repair items had existed for some time and had not deteriorated further.

Photos:



2009 Photo



2011 Photo

Attachment 4

Letter of Appeal

3/3/2011

Dear Liz Casso Hearsch,

I am writing to you with the intent to appeal the heritage commission to city counsel continuation of the tax exemption on my main residence located at 1701 H Avenue.

As I have stated before in my letter to you last month, I do not think it is necessary to fix the small portion of asphalt on top of the rear concrete driveway.

I received your letter to appear in front of the committee on the Monday February 21st and the meeting was held on Tuesday February 22nd, 2011. I was out of town and did not get a chance to appear in person at this meeting.

The issue that we are discussing is basically a small section of asphalt on top of the concrete rear driveway. I made the decision a few years ago to leave that small section of asphalt because the concrete underneath has cracks and weeds would have come up. Also this asphalt was laid there as a result of the spill over from a previous side circular driveway that existed when I purchased the house in May 2000. I replaced that side asphalt driveway with the front concrete circular driveway that exists now about 5 years ago. Again, this small section could be removed easily but it is mostly cosmetic and not really getting any worse. Plus this side entry to my house is a secondary entrance. I park on the front driveway and utilize the H Avenue entry to my house on a daily basis.

I have been serving as one of the directors of the Heritage District Home Owners Association for a few years and I have always been diligent in making all the repairs that have been suggested in previous years. I tried to fix the rear driveway when I laid down the front driveway but the 3 quotes I received were over \$20,000 so it was cost prohibitive for something that is mostly cosmetic.

I reinvest annually all of the tax savings I receive as part of my exemption and I would plead to all of you again that you would grant me this exemption once again for this year. If you truly want me to remove the asphalt and leave the concrete underneath exposed, I can do that but it is not going to make a big difference in the appearance.

I thank you in advance for your consideration.

Best regards,



Humberto Quintanilla

An Ordinance of the City of Plano, providing certain Heritage Resources located in the City of Plano, Texas, partial exemption from the current year Ad Valorem Taxation in the amount of \$32,366.79 providing a severability clause and an effective date.

WHEREAS, Article 8, Section 1-F of the Texas Constitution and Section 11.24 of the Texas Property Tax Code enable the City of Plano to exempt from taxation all or part of the assessed value of a structure if the structure is designated as a historically significant site in need of tax relief to encourage its preservation; and

WHEREAS, City of Plano Ordinance No. 84-8-24, as amended, authorizes the City Council of the City of Plano, upon certification and recommendation by the Heritage Commission, to exempt from the current year taxation part or all of the assessed value of a structure if the structure is designated as a historically significant site and in need of tax relief to encourage its preservation; and

WHEREAS, the City Council finds that the structures listed in this ordinance have been certified and recommended by the Heritage Commission and thus should be approved for partial exemption from ad valorem taxes for 2011.

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

Section I. The historic structures identified in the attached Exhibit "A" have been certified and recommended by the Heritage Commission and are hereby approved by the City Council for partial exemption from ad valorem taxes for the current year (2011) in accordance with the provisions of Ordinance No. 84-8-24, as amended:

Section II. All land shall be assessed for taxation in the same equal and uniform manner as all other taxable property in the City.

Section III. It is the intention of the City Council that this ordinance and every provision hereof shall be considered severable and the invalidity or partial invalidity of any section, clause, or provision of this ordinance should not affect the validity of any other portion of this ordinance.

Section IV. This Ordinance shall become effective immediately upon its passage as required by law.

PASSED AND APPROVED THIS 28TH DAY OF MARCH, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

CITY OF PLANO HISTORIC TAX EXEMPTION - 2011

Properties Recommended
for Approval of Tax Exemption

	RESOURCE	LOCATION	OWNER	2011 COMMENTS NOTE: Items rated "1" must be completed by 1/15/12; Items rated "2" must be completed by 1/15/13.	Staff Recommen- dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
1	Arch Weatherford House	1410 E. 15th St.	Josephine Howser	OK - Nothing to repair	approval	100%	194,568	950.66	466.96	167.91	2,633.28	4,218.82
2	Roller House	1413 15th St.	Randy & Leah Edwards	Paint flaking on second and third floor tower shingles; requires touch up paint (2) Paint flaking on porch floor; requires repainting (1)	approval	100%	301,662	1,473.92	723.99	260.33	4,082.69	6,540.94
3	Salmon House	1414 E.15th St.	Sharon K. Lloyd	Chipped paint on skirting on east side; requires touch up paint (1)	approval	100%	381,577	1,864.39	915.78	329.30	5,164.26	8,273.73
4	Schell House	1210 16th St.	Michael & Debra Hamilton	OK - Nothing to repair	approval	100%	121,259	592.47	291.02	104.65	1,641.12	2,629.26
5	Carpenter House	1211 16th St.	Stanley and Pat Black	Paint chipped on front porch steps and railing; requires touch up paint (1) Chipped paint on window trim on all east side windows (both floors); requires touch up paint (1) Paint flaking throughout east façade; requires repainting (2)	approval	50%	361,208	882.43	433.45	155.86	2,444.29	3,916.04
6	Little Carlisle House	1611 K Avenue	Carlisle Building LLC	Broken window pane on right-most window on east façade; requires replacement (1) Loose siding on northeast corner; requires repair (1) Rotten window sills on north façade; require replacement (1) Rotten window sill on right-most window on east façade; requires replacement (1)	approval	50%	149,227	364.56	179.07	64.39	1,009.82	1,617.84
7	Forman House	1617 K Ave.	Jim and Gwen Workman	2010 REPAIR ITEMS-NOT COMPLETED Rotted siding and trim throughout rear building; requires replacement (2010-2 – must be completed by 2012) Flaking paint throughout entire rear building; requires repainting (2010-2 – must be completed by 2012) REPAIR ITEMS NOTED IN 2011 Wood siding along bottom of north façade is deteriorated; requires replacement (1) Wood siding missing on south façade; requires replacement (1) Pain chipped on window trim of left-most window on north façade (1st floor); requires paint touch up (1)	approval	50%	52,641	128.60	63.17	22.71	356.22	570.71
8	McCall Skaggs House	1704 N Place	William and Annette Armstrong	Chipped paint in northwest gable; requires paint touch up (1)	approval	100%	116,837	570.87	280.41	100.83	1,581.27	2,533.38

CITY OF PLANO HISTORIC TAX EXEMPTION - 2011

Properties Recommended
for Approval of Tax Exemption

	RESOURCE	LOCATION	OWNER	2011 COMMENTS NOTE: Items rated "1" must be completed by 1/15/12; Items rated "2" must be completed by 1/15/13.	Staff Recommen- dation	PERC ENT	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
9	Wells Farmstead	3921 Coit	Richard Wells	Chipped paint on skirting on front façade; requires paint touch up (1) Chipped paint on front porch steps; requires paint touch up (1) Chipped paint on lower section of south façade; requires paint touch up (1) Paint chipped on siding and window trim on the left-most side of the north façade; requires paint touch-up (1)	approval	50%	195,899	478.58	235.08	84.53	1,325.65	2,123.84
10	Plano National Bank/IOOF Lodge	1001 15th E. St.	A.R. Schell, III	Tire marks on west façade wall; requires cleaning (1) Graffiti etched into glass of window on west façade; requires replacement (2) Front building signage is streaked and dirty; requires cleaning (1)	approval	50%	311,665	761.40	374.00	134.48	2,109.04	3,378.92
11	F&M Bank/Plano Star Courier Building	1015 E. 15th St.	Sparling Investments Ltd.	OK - Nothing to repair	approval	50%	174,483	426.26	209.38	75.29	1,180.73	1,891.66
12	Merritt Building	1023 E. 15th St.	M. F. Robert	OK - Nothing to repair	approval	50%	106,379	259.88	127.65	45.90	719.87	1,153.31
13	Wyatt House	807 16th St.	Margarita Eliot	OK - Nothing to repair	approval	100%	104,585	511.00	251.00	90.26	1,415.45	2,267.72
14	Will Schimelpfenig House	900 17th St.	Jack and Cindy Boggs	OK - Nothing to repair	approval	100%	163,232	797.55	391.76	140.87	2,209.18	3,539.36
15	Mathews House	901 17th St.	James Williams	Chipped paint throughout all facades (trim and siding); requires repainting (1) Chipped paint on porch floor; requires repainting (1) Missing window screens; requires replacement (1)	approval	100%	129,320	631.86	310.37	111.60	1,750.22	2,804.05
16	Schimelpfenig-Dudley-O'Neal House	906 E. 17th St.	Alvie and Melissa O'Neal	OK - Nothing to repair	approval	100%	293,522	1,434.15	704.45	253.31	3,972.53	6,364.44
17	Olney Davis House	901 18th St.	June Sixth Ltd.	Paint chipped on front porch; requires touch up paint (1)	approval	50%	188,291	459.99	225.95	81.25	1,274.17	2,041.36
18	R.A. Davis House	906 18th St.	Whitehead & Sheldon LLC	OK - Nothing to repair	approval	50%	181,375	443.10	217.65	78.26	1,227.36	1,966.38
19	M. Schimelpfenig House	914 18th St.	Tony and Debbie Holman	Paint flaking on east façade above porch; requires touch up paint (1)	approval	50%	50,773	124.04	60.93	21.91	343.58	550.46
20	Aldridge House	1615 H Ave.	Clinton M. Haggard	OK - Nothing to repair	approval	100%	213,379	1,042.57	512.11	184.15	2,887.87	4,626.70
21	Lamm House	1709 H Ave.	John and Helen Proch	Paint flaking on skirting on south façade; requires paint touch up (1)	approval	100%	128,202	626.39	307.68	110.64	1,735.09	2,779.80
22	Haggard Park	617 16th St.	Peggy Ostrander	Torn window screen on second floor window; requires repair (1) Missing window screen on second floor window; requires replacement (1)	approval	38%	216,314	401.63	197.28	70.94	1,112.49	1,782.33

CITY OF PLANO HISTORIC TAX EXEMPTION - 2011

Properties Recommended
for Approval of Tax Exemption

	RESOURCE	LOCATION	OWNER	2011 COMMENTS NOTE: Items rated "1" must be completed by 1/15/12; Items rated "2" must be completed by 1/15/13.	Staff Recommen- dation	PERC ENT	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
23	Haggard Park	710 16th St.	Snailum Family Living Trust Jerry D & Jackie L Snailum Trustees	Paint blistering on the northeast corner; requires scraping and touch up paint (1) Rotten fence boards on east side; requires replacement (1)	approval	75%	41,031	150.36	73.86	26.56	416.49	667.26
24	Haggard Park	801 16th St.	Leon and Mary Campise	OK - Nothing to repair	approval	75%	473,699	1,735.87	852.66	306.60	4,808.28	7,703.41
25	Haggard Park	811 16th St.	Gerald T. Schultz and Karen J. Bowen	OK - Nothing to repair	approval	75%	197,261	722.86	355.07	127.68	2,002.30	3,207.91
26	Haggard Park	815 16th St.	Travis Hamilton	Paint chipped on right porch column; requires touch up paint (1)	approval	75%	37,282	136.62	67.11	24.13	378.43	606.29
27	Haggard Park	819 16th St.	Michael Dagate	OK - Nothing to repair	approval	75%	135,856	497.84	244.54	87.93	1,379.01	2,209.32
28	Haggard Park	901 16th St.	Constance & Russell Coolik	OK - Nothing to repair	approval	75%	126,119	462.16	227.01	81.63	1,280.17	2,050.98
29	Haggard Park	907 16th St.	Richard McKee	OK - Nothing to repair	approval	75%	89,582	328.27	161.25	57.98	909.30	1,456.80
30	Haggard Park	805 17th St.	Bertha Cardenas	Paint chipped on front gable; requires touch up paint (1) Loose porch floorboards; requires repair (1)	approval	75%	26,573	97.38	47.83	17.20	269.73	432.14
31	Haggard Park	807 17th St.	Collin County Coalition Prevention	Dented gutter on southeast corner; requires repair (1)	approval	75%	56,099	205.57	100.98	36.31	569.43	912.30
32	Haggard Park	809 17th St.	L.A. Whitley	OK - Nothing to repair	approval	75%	29,451	107.92	53.01	19.06	298.94	478.94
33	Haggard Park	813 17th St.	John and Kathleen Brooks	OK - Nothing to repair	approval	75%	130,647	478.76	235.16	84.56	1,326.13	2,124.61
34	Haggard Park	816 17th St.	Clinton M. Haggard	Window screen on west façade is broken; requires repair (1) Loose board/siding on west façade; requires repair (1)	approval	75%	46,790	171.46	84.22	30.28	474.94	760.91
35	Haggard Park	907 17th St.	Larry Westbrook	Stone pavement chipped; requires repair (1)	approval	75%	44,101	161.61	79.38	28.54	447.65	717.18
36	Haggard Park	910 17th St.	Elizabeth Bacon Moeller	2010 REPAIR ITEMS-NOT COMPLETED Front Steps leaning; requires repair (2010-2 – must be completed in 2012) REPAIR ITEMS NOTED IN 2011 Front left window sill broken; requires repair (1) Paint chipping on windowsills; requires touch up paint (1)	approval	75%	31,634	115.92	56.94	20.48	321.10	514.44
37	Haggard Park	911 17th St.	Patricia Pasos	Base of left-most porch column requires investigation and possible repair (1)	approval	75%	8,261	30.27	14.87	5.35	83.85	134.34
38	Haggard Park	812 18th St.	Charles Spence	Gate on east side missing slats; requires repair (1)	approval	38%	56,579	105.05	51.60	18.55	290.98	466.18
39	Haggard Park	903 18th St.	Deford & Associates	OK - Nothing to repair	approval	38%	519,642	964.81	473.91	170.41	2,672.48	4,281.61
40	Haggard Park	910 18th St.	Ronald Thompson	OK - Nothing to repair	approval	38%	69,844	129.68	63.70	22.90	359.20	575.48

CITY OF PLANO HISTORIC TAX EXEMPTION - 2011

Properties Recommended
for Approval of Tax Exemption

41	Haggard Park	913 18th St.	Bob Streiff	OK - Nothing to repair	approval	38%	113,010	209.82	103.07	37.06	581.20	931.15
	RESOURCE	LOCATION	OWNER	2011 COMMENTS NOTE: Items rated "1" must be completed by 1/15/12; Items rated "2" must be completed by 1/15/13.	Staff Recommen dation	PERC ENT	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
42	Haggard Park	1600 H Ave.	Connie Harrington Coolik	OK - Nothing to repair	approval	75%	99,704	365.37	179.47	64.53	1,012.05	1,621.41
43	Haggard Park	1607 H Ave.	Becky Armstrong	OK - Nothing to repair	approval	75%	106,843	391.53	192.32	69.15	1,084.51	1,737.51
44	Haggard Park	1611 H Ave.	Chris and Pam Hatcher	OK - Nothing to repair	approval	75%	84,513	309.70	152.12	54.70	857.85	1,374.37
45	Haggard Park	1715 H Ave.	Young Dean Homestead Ltd.	OK - Nothing to repair	approval	38%	152,774	283.65	139.33	50.10	785.70	1,258.79
46	Downtown	1004 E. 15th St.	Metropolitan Mammoth Jack Ltd	OK - Nothing to repair	approval	38%	334,400	620.87	304.97	109.66	1,719.79	2,755.30
47	Downtown	1005 - 1007 E. 15th St.	Mascom Properties LLC	Vegetation growing along front façade parapet; requires removal (1) Cracks on underside of front display window openings; requires repair (1)	approval	38%	631,729	1,172.92	576.14	207.17	3,248.93	5,205.16
48	Downtown	1008 E. 15th St.	Crider Living Trust	OK - Nothing to repair	approval	38%	248,034	460.52	226.21	81.34	1,275.62	2,043.69
49	Downtown	1010 E. 15th St.	Franklin W. Neal	OK - Nothing to repair	approval	38%	107,969	200.46	98.47	35.41	555.28	889.61
50	Downtown	1011 E. 15th St.	N A T Properties LLC	Paint chipped on front entry threshold; requires paint touch-up (1)	approval	38%	255,531	474.44	233.04	83.80	1,314.18	2,105.46
51	Downtown	1012 E. 15th St.	Katherine S & Forrest W Moore	OK - Nothing to repair	approval	38%	132,974	246.89	121.27	43.61	683.87	1,095.64
52	Downtown	1013 E. 15th St.	Pierce Family Living Trust Ronald & Deborah Pierce Trustees	OK - Nothing to repair	approval	38%	293,693	545.29	267.85	96.31	1,510.44	2,419.90
53	Downtown	1016 E. 15th St.	Judith Moore	OK - Nothing to repair	approval	38%	68,191	126.61	62.19	22.36	350.70	561.86
54	Downtown	1017 E. 15th St.	Michael & Mary Jo Montgomery	OK - Nothing to repair	approval	38%	212,000	393.62	193.34	69.52	1,090.30	1,746.78
55	Downtown	1018 E. 15th St.	Judith Moore	OK - Nothing to repair	approval	38%	51,143	94.96	46.64	16.77	263.02	421.39
56	Downtown	1020 E. 15th St.	Bert Carpenter	OK - Nothing to repair	approval	38%	40,915	75.97	37.31	13.42	210.42	337.12
57	Downtown	1022 E. 15th St.	East Side Partners Ltd.	OK - Nothing to repair	approval	38%	283,870	527.06	258.89	93.09	1,459.92	2,338.96
58	Downtown	1024 E. 15th St.	Judith Moore	OK - Nothing to repair	approval	38%	113,652	211.02	103.65	37.27	584.50	936.44
59	Downtown	1026 E. 15th St.	Sutton-1012 LLC	OK - Nothing to repair	approval	38%	168,980	313.74	154.11	55.42	869.05	1,392.32
60	Downtown	1029 E. 15th St.	Robert Lynch	Plants in the front planters appear to be dead; requires removal (1) Paint chipped on front left metal stoop; requires touch up paint (1)	approval	38%	233,040	432.68	212.53	76.42	1,198.51	1,920.14
61	Downtown	1031-1033 E. 15th St.	Katherine W. Power	OK - Nothing to repair	approval	38%	129,609	240.64	118.20	42.50	666.57	1,067.92

CITY OF PLANO HISTORIC TAX EXEMPTION - 2011

Properties Recommended
for Approval of Tax Exemption

	RESOURCE	LOCATION	OWNER	2011 COMMENTS NOTE: Items rated "1" must be completed by 1/15/12; Items rated "2" must be completed by 1/15/13.	Staff Recommen- dation	PERC ENT	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
62	Downtown	1032 E. 15th St	Connor Chaddick	Trim around display windows on 1st floor appear dirty; requires cleaning or possible repainting (1) Chipped paint on downspout on left-most side of east façade; requires touch up paint (1)	approval	38%	204,574	379.83	186.57	67.09	1,052.11	1,685.60
63	Downtown	1035 E. 15th St.	Richard Sutton	OK - Nothing to repair	approval	38%	64,100	119.01	58.46	21.02	329.66	528.15
64	Downtown	1037 E. 15th St.	Cathy & Jorg Fercher	Black painted trim is chipped in several places; requires touch up paint (1)	approval	38%	107,740	200.04	98.26	35.33	554.10	887.73
65	Downtown	1410 J Avenue	Brodhead Family Ltd.	OK - Nothing to repair	approval	38%	168,019	311.96	153.23	55.10	864.11	1,384.40
66	Downtown	1418 K Ave	Patricia Pasos	Red paint peeling on north façade of rear shed addition; requires touch up paint (1)	approval	38%	91,207	169.34	83.18	29.91	469.07	751.50
67	Downtown	1422-1428 K Ave	Las Brisas Properties	Broken window on 1st floor of rear façade (to the left of the right-most door); requires replacement (1) Chipped paint on rear façade door; requires paint touch up (1)	approval	38%	894,143	1,660.14	815.46	293.23	4,598.51	7,367.33
							\$11,649,206.00	32,366.79	15,898.55	\$5,716.85	\$89,654.56	\$143,636.75

CITY OF PLANO HISTORIC TAX EXEMPTION - 2011

Properties Recommended for
Denial of Tax Exemption

	RESOURCE	LOCATION	OWNER	2011 COMMENTS NOTE: Items rated "1" must be completed by 1/15/12; Items rated "2" must be completed by 1/15/13.	Staff Recommen- dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
1	Hood House	1211 15th St.	Stonegate East Plano Partners LP	2010 REPAIR ITEMS-NOT COMPLETED Chipped paint on fence; requires touch up paint (1) Broken and missing fence pickets; requires replacement (1) REPAIR ITEMS NOTED IN 2011 Paint flaking throughout front and east façades; requires repainting (1)	denial	50%	53,850	131.56	64.62	23.24	364.40	583.81
2	Carlisle House	1407 15th St.	Michael and Harriet Linz	2010 REPAIR ITEMS-NOT COMPLETED Chipped paint on underside of second floor eaves; requires touch up (2010-1) Chipped paint on front balcony rail; requires touch up (2010-1) REPAIR ITEMS NOTED IN 2011 Cracked mortar on front porch columns; requires repointing (1)	denial	100%	273,464	1,336.15	656.31	236.00	3,701.06	5,929.52
3	Hughston House	909 18th St.	Hallway Inc.	2010 REPAIR ITEMS – NOT COMPLETED Wood belt course in disrepair; requires repair and paint touch up (1) Paint chipping on second floor rafters of east façade; requires touch up (1) Gutter/ downspout end caps missing; requires replacement (1) Paint chipped on wood trim and fascia board on west façade; requires touch up (1) REPAIR ITEMS NOTED IN 2011 Rotted/damaged fascia boards and eaves throughout; requires replacement (1) New paint job to fascia board on 1st floor is incomplete and color has not been approved; requires a Certificate of Appropriateness (CA) for new paint color and completion of paint job following CA approval (1)	denial	50%	242,781	593.11	291.34	104.76	1,642.90	2,632.11
4	Haggard Park	1701 H Ave.	Humberto Quintanilla	2009-2010 REPAIR ITEMS-NOT COMPLETED West-side driveway asphalted section has deteriorated; repair or repaving required (2009-2 – must be completed by 2011)	denial	75%	184,639	676.61	332.35	119.51	1,874.18	3,002.65

CITY OF PLANO HISTORIC TAX EXEMPTION - 2011

Properties Recommended for
Denial of Tax Exemption

	RESOURCE	LOCATION	OWNER	2011 COMMENTS NOTE: Items rated "1" must be completed by 1/15/12; Items rated "2" must be completed by 1/15/13.	Staff Recommen- dation	%	IMP VALUE	CITY	COUNTY	CCCC	PISD	TOTAL EX
5	Downtown	1021 E. 15th St.	Alsan LLC	<p>2010 REPAIR ITEMS – NOT COMPLETED</p> <p>Peeling and fading paint on front façade; requires repainting (1)</p> <p>Cracked stucco along bottom of storefront; requires repair (1)</p> <p>Chipped paint on the bottom of front door; requires touch up (1)</p> <p>Rotted wood on rear window frame; requires replacement (1)</p> <p>Awning on rear façade is dirty and covered in dead leaves; requires cleaning and possibly repainting (1)</p> <p>REPAIR ITEMS NOTED IN 2011</p> <p>Front façade has chipped paint throughout (walls, trim, etc); requires repainting (1)</p> <p>Awning on front façade dirty; requires cleaning (2)</p>	denial	38%	81,830	151.93	74.63	26.84	420.85	674.24
							\$836,564.00	\$2,889.36	\$1,419.25	\$510.34	\$8,003.39	\$12,822.33

DATE: March 22, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of March 21, 2011

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2011-03
APPLICANT: HSP OF TEXAS, INC./MEDICAL CENTER OF PLANO**

Request for a Specific Use Permit for Helistop on 9.1± acres located at the southwest corner of Amelia Court and American Drive. Zoned Planned Development-137-General Office.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 1 **OPPOSE:** 23

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Approved subject to the Helistop locations shall be a minimum 300-foot setback from residential zoning district boundary lines.

FOR CITY COUNCIL MEETING OF: March 28, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

EH/dw

xc:

CITY OF PLANO

PLANNING & ZONING COMMISSION

March 21, 2011

Agenda Item No. 6

Public Hearing: Zoning Case 2011-03

Applicant: HSP of Texas, Inc./Medical Center of Plano

DESCRIPTION:

Request for a Specific Use Permit for Helistop on 9.1± acres located at the southwest corner of Amelia Court and American Drive. Zoned Planned Development-137-General Office. Tabled 03/07/11.

REMARKS:

This item was tabled at the March 7, 2011, Planning & Zoning Commission meeting. It needs to be removed from the table.

The subject property is currently developed as a hospital. The requested zoning is for a Specific Use Permit (SUP) for Helistop. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. The Zoning Ordinance defines helistop as an area of land, water, or a structural surface which is used, or intended for use, for the landing and taking off of helicopters, and any appurtenant areas which are used, or intended for use for helistop. No refueling, maintenance, repairs, or storage of helicopters is permitted.

The current zoning is Planned Development-137-General Office (PD-137-O-2). The O-2 district is intended to allow for a variety of low-, mid-, and high-rise office developments providing for professional, financial, medical, and similar services to local residents; corporate offices for regional and national operations; and major centers of employment for Plano and surrounding communities. A planned development district provides the ability to amend use, height, setback, and other development standards at the time of zoning to promote innovative design and better development controls appropriate to both off and onsite conditions.

To the south is the existing hospital property, which is zoned Planned Development-129-General Office with Specific Use Permit #105 for Hospital (PD-129-O-2 w/SUP-#105). To the west is an existing medical office development also zoned PD-137-O-2. To the north, across American Drive is a long-term care facility zoned O-2 and additional vacant land zoned Neighborhood Office (O-1). To the east is a single-family development zoned Planned Development-136-Patio Home (PD-136-PH) and two

multifamily developments (of which one is a condominium arrangement) zoned Planned Development-22-Multifamily Residence-2 (PD-22-MF-2).

PROPOSED REQUEST:

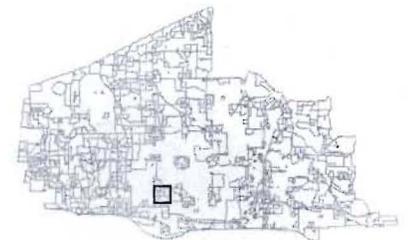
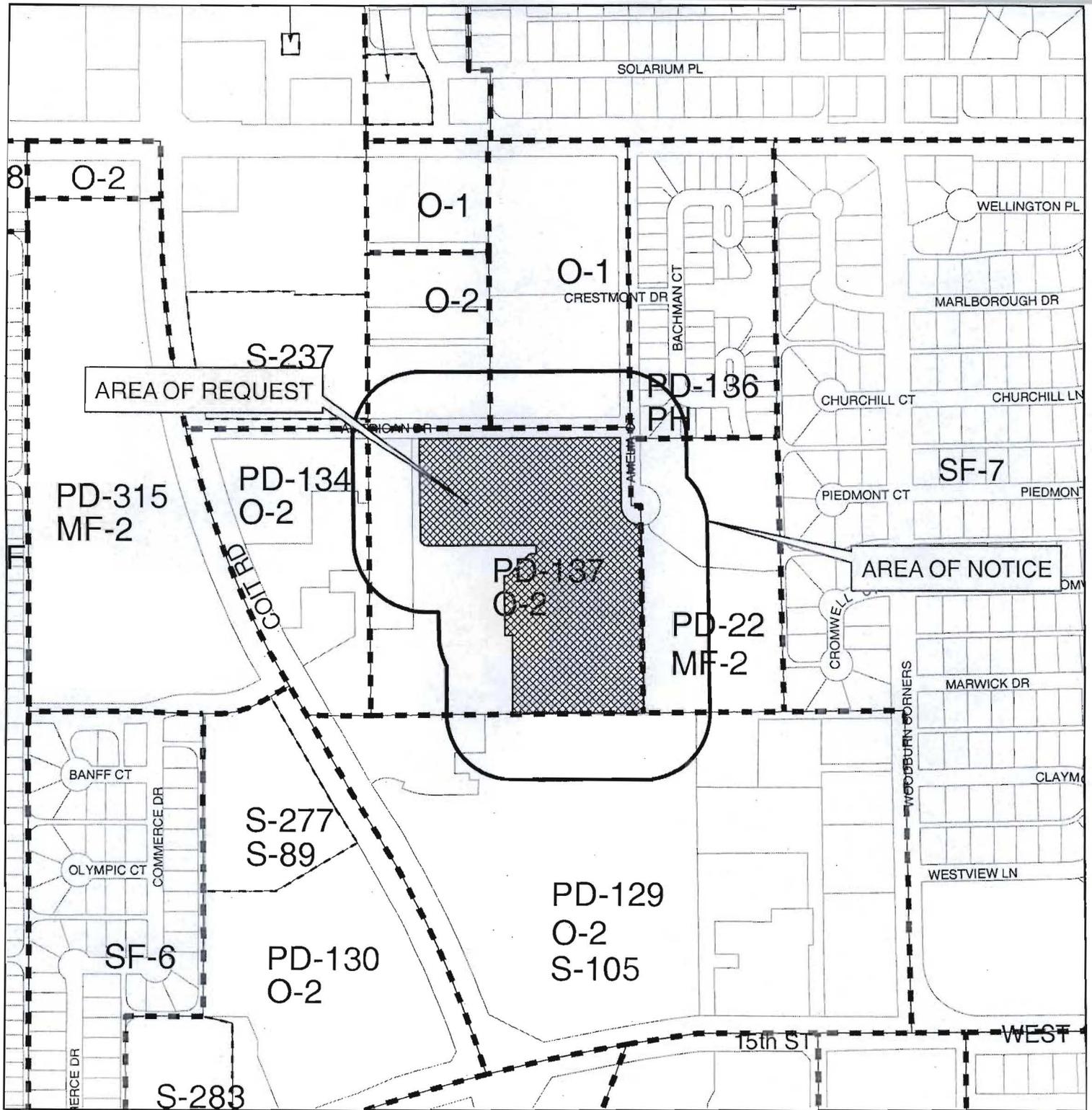
The applicant is proposing to add a helistop adjacent to an existing helistop on the north side of the hospital building. Periodically, the hospital receives requests to accommodate emergency services from two separate helicopters at the same time. Currently, when this situation arises, the hospital clears off a landing area in its parking lot to accommodate the arrival of a second helicopter. The proposed helistop would allow the hospital to accommodate two helicopters at the same time without having to clear a landing area in its existing parking lot.

The hospital property is currently split into two different zoning classifications. The southern portion, which includes the entirety of the hospital building, is zoned PD-129-O-2 w/SUP-#105. PD-129 allows helistops by right in conjunction with the hospital use. The portion of the lot that includes the existing helistop and the proposed location for the second helistop is within PD-137-O-2 which allows helistops by SUP only. The existing helistop was constructed without obtaining approval of an SUP. The area of this request encompasses only the northern portion of the hospital property zoned PD-137-O-2. If approved, the SUP will bring the existing helistop into compliance with existing zoning regulations, and allow the addition of the proposed helistop.

Subsection 3.106 (Heliports, Helistops, and Airports) of the Zoning Ordinance requires helistops to meet certain setbacks from residential zoning; however, these provisions do not apply to helistops operated in conjunction with hospitals for medical emergency flight purposes. Staff believes that the approval of the SUP is appropriate since it is common for regional hospitals to have helistops associated with emergency operations. There are two other regional hospitals within Plano that also have helistops associated with their emergency operations. The second helistop will provide a permanent facility in lieu of the hospital temporarily using the existing parking lot.

RECOMMENDATION:

Recommended for approval.



Zoning Case #: 2011-03

Existing Zoning: PLANNED DEVELOPMENT-137-GENERAL OFFICE



○ 200' Notification Buffer

Zoning Case 2011-03

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 609 so as to allow Helistop on 9.1± acres of land out of the Martha McBride Survey, Abstract No. 553, located at the southwest corner of Amelia Court and American Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-137-General Office; 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, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 28th day of March, 2011, for the purpose of considering granting Specific Use Permit No. 609 so as to allow Helistop on 9.1± acres of land out of the Martha McBride Survey, Abstract No. 553, located at the southwest corner of Amelia Court and American Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-137-General Office; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of March, 2011; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 609 so as to allow Helistop on 9.1± acres of land out of the Martha McBride Survey, Abstract No. 553, located at the southwest corner of Amelia Court and American Drive in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 609 so as to allow Helistop on 9.1± acres of land out of the Martha McBride Survey, Abstract No. 553, located on the southwest corner of Amelia Court and American Drive, in the City of Plano, Collin County, Texas, presently zoned Planned Development-137-General Office, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. The change granted in Section I is granted subject to the Helistop locations shall be a minimum 300-foot setback from residential zoning district boundary lines.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section IV. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section V. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section VI. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VII. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable, and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 28TH DAY OF MARCH, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZC 2011-03

BEING a 9.128 acre tract of land situated in the Martha McBride Survey, Abstract Number 553, City of Plano, Collin County, Texas, and being a part of Lot 1R of "Lot 1R and 2, Block 1, Plano Medical Plaza", an addition to the City of Plano, Collin County, Texas, recorded in Document Number 2001-0161614, Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described as follows:

BEGINNING at a point for corner at the intersection of the south right-of-way line of American Drive (a 60-foot wide right-of-way) with the west right-of-way line of Amelia Court (a 60-foot wide right-of-way), same being the northeast corner of said Lot 1R and 2, Block 1, Plano Medical Plaza;

THENCE South $00^{\circ} 02' 17''$ East, departing said south right-of-way line of American Drive and along the common west right-of-way line of Amelia Court and the east line of said Lot 1R, Block 1, a distance of 205.09 feet to the point of curvature of a tangent circular curve to the left having a radius of 60.00 feet, whose chord bears South $45^{\circ} 06' 14''$ East, a distance of 84.95;

THENCE southeasterly, continuing along said common line and along said curve, through a central angle of $90^{\circ} 07' 53''$, an arc distance of 94.39 feet to a point for corner, said point being in the common east line of said Lot 1R, Block 1 and the west line of "Block B, Lot 1, Parkbluff Addition, Phase II", an addition to the City of Plano, Collin County, Texas, recorded in Cabinet E, Slide 86, O.P.R.C.C.T.;

THENCE South $00^{\circ} 10' 10''$ East, along said common line, a distance of 563.81 feet to a point for the corner;

THENCE North $89^{\circ} 14' 33''$ West, departing said common line and across said Lot 1R, Block 1, a distance of 394.68 feet to a point for ell corner in the common west line of said Lot 1R, Block 1 and the east line of "American Drive Office Park, Phase 1, Block A, Lot 1R", an addition to the City of Plano, Collin County, Texas recorded in Cabinet J, Slide 735, O.P.R.C.C.T.;

THENCE North $00^{\circ} 46' 45''$ East, along said common line, a distance 234.06 feet to a point for corner;

THENCE South $89^{\circ} 51' 58''$ West, continuing along said common line, a distance of 23.00 feet to a point for corner;

THENCE North $00^{\circ} 08' 02''$ West, continuing along said common line, a distance of 178.73 feet to a point for corner;

THENCE South $89^{\circ} 30' 02''$ East, continuing along said common line, a distance of 10.12 feet to the point of curvature of a tangent circular curve to the left having a radius of 7.50 feet, whose chord bears North $67^{\circ} 21' 07''$ East, a distance of 5.90 feet;

THENCE northeasterly, continuing along said common line and along said curve, through a central angle of $46^{\circ} 17' 42''$, an arc distance of 6.06 feet to the point of tangency;

THENCE North 44° 10' 42" East, continuing along said common line, a distance of 82.73 feet to the point of curvature of a tangent circular curve to the right having a radius of 11.47 feet, whose chord bears North 67° 25' 53" East, a distance of 9.06 feet;

THENCE northeasterly, continuing along said common line and along said curve, through a central angle of 46° 30' 22", an arc distance of 9.31 feet to the point of tangency;

THENCE South 89° 18' 00" East, continuing along said common line, a distance of 14.24 feet to a point for corner;

THENCE North 01° 07' 14" East, continuing along said common line, a distance of 25.13 feet to a point for corner;

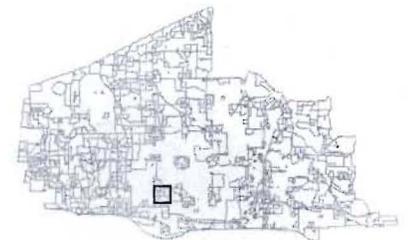
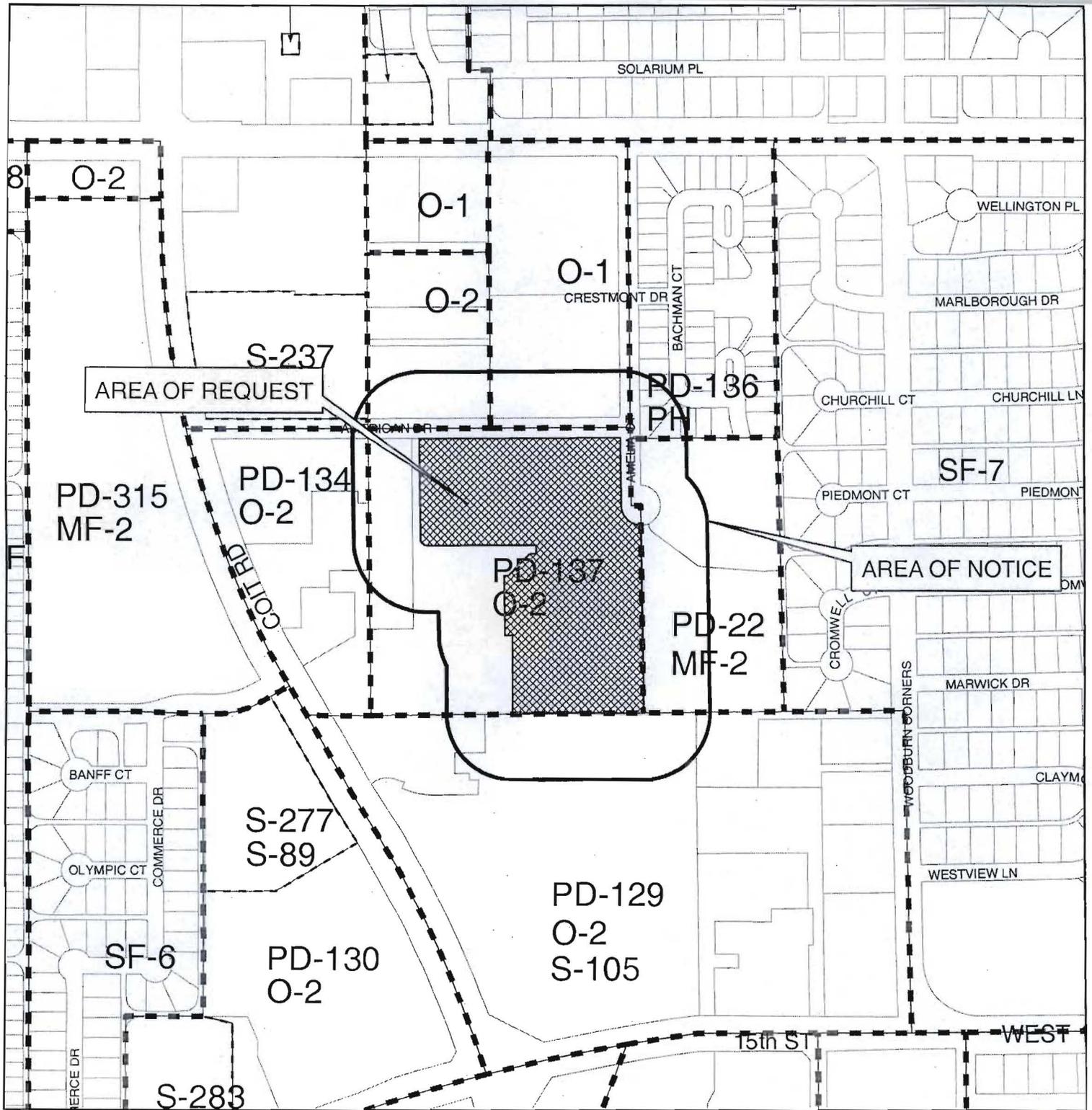
THENCE North 89° 30' 02" West, continuing along said common line, a distance of 328.89 feet to the point of curvature of a tangent circular curve to the right having a radius of 20.00 feet, whose chord bears North 53° 55' 11" West, a distance of 23.27 feet;

THENCE northwesterly, continuing along said common line and along said curve, through a central angle of 71° 09' 41", an arc distance of 24.84 feet to the point of tangency;

THENCE North 00° 08' 02" West, continuing along said common line, a distance of 308.51 feet to a point for corner, same being the northwest corner of said Lot 1R, Block 1 and the northeast corner of said "American Drive Office Park, Phase 1, Block A, Lot 1R", said point also being on said south right-of-way line of American Drive;

THENCE South 89° 36' 43" East, departing said common line and along said south right-of-way line and along the north line of said Lot 1R, Block 1, a distance of 605.01 feet to the POINT OF BEGINNING and CONTAINING 397,606 square feet or 9.128 acres of land, more or less.

Basis of Bearing is South 89° 36' 43" East, along the south right-of-way line of American Drive as shown by the plat of "Lot 1R and 2, Block 1, Plano Medical Plaza", an addition to the City of Plano, Collin County, Texas, recorded in Document Number 2001-0161614, O.P.R.C.C.T.



Zoning Case #: 2011-03

Existing Zoning: PLANNED DEVELOPMENT-137-GENERAL OFFICE



○ 200' Notification Buffer

ZONING/HRI LEGAL DESCRIPTION

BEING a 9.128 acre tract of land situated in the Martha McBride Survey, Abstract Number 553, City of Plano, Texas, in the County of Collin, Texas, more particularly described as follows: ...

THENCE North 89 degrees 14 minutes 33 seconds West, ...

THENCE North 89 degrees 14 minutes 33 seconds West, ...

THENCE North 89 degrees 14 minutes 33 seconds West, ...

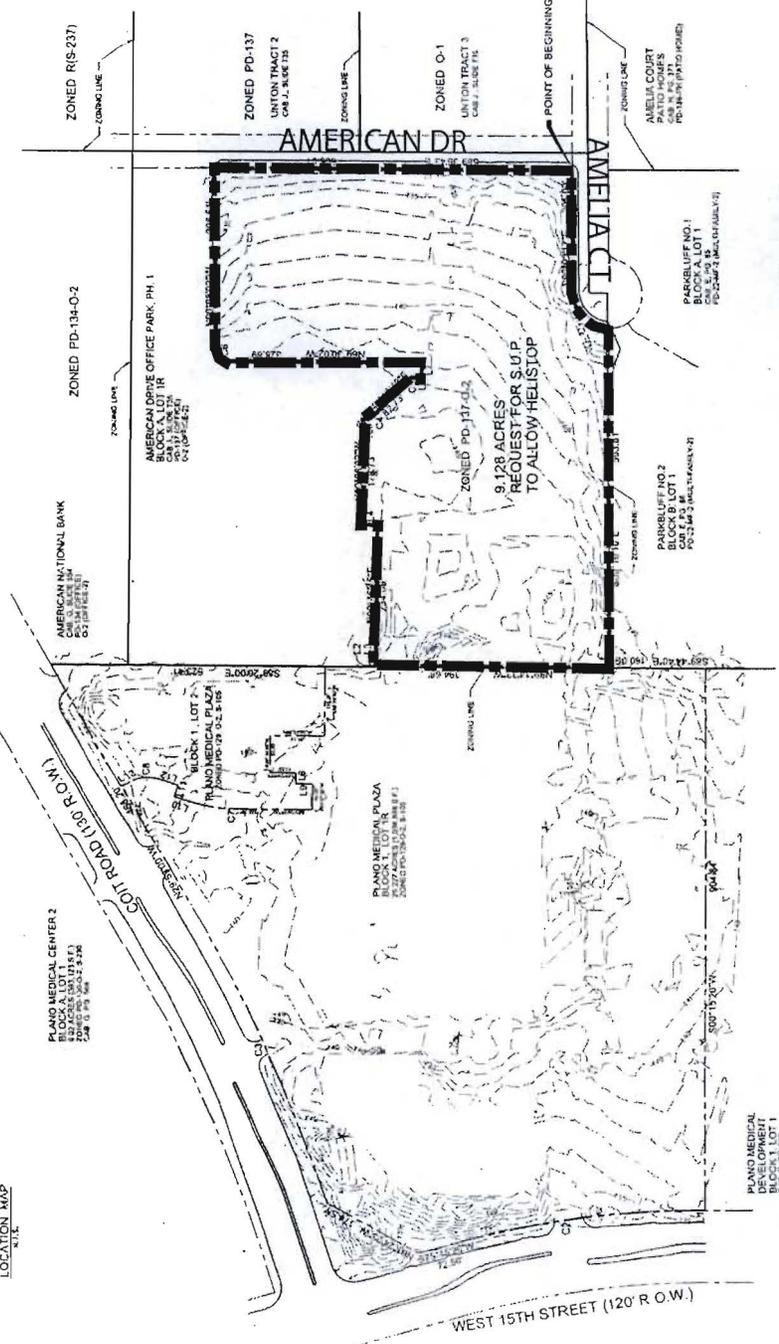
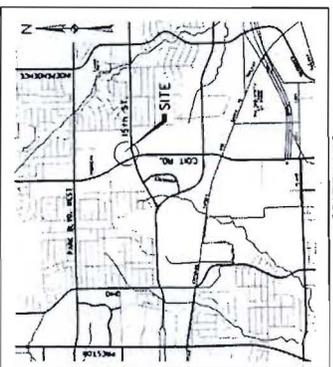
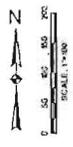
THENCE North 89 degrees 14 minutes 33 seconds West, ...

THENCE North 89 degrees 14 minutes 33 seconds West, ...

THENCE North 89 degrees 14 minutes 33 seconds West, ...

THENCE North 89 degrees 14 minutes 33 seconds West, ...

THENCE North 89 degrees 14 minutes 33 seconds West, ...



BOUNDARY LINE TABLE

LINE	BEARING	LENGTH
1	118°54'30"W	125.00
2	118°54'30"W	125.00
3	118°54'30"W	125.00
4	118°54'30"W	125.00
5	118°54'30"W	125.00
6	118°54'30"W	125.00
7	118°54'30"W	125.00
8	118°54'30"W	125.00
9	118°54'30"W	125.00
10	118°54'30"W	125.00
11	118°54'30"W	125.00
12	118°54'30"W	125.00
13	118°54'30"W	125.00
14	118°54'30"W	125.00
15	118°54'30"W	125.00
16	118°54'30"W	125.00
17	118°54'30"W	125.00
18	118°54'30"W	125.00
19	118°54'30"W	125.00
20	118°54'30"W	125.00
21	118°54'30"W	125.00
22	118°54'30"W	125.00
23	118°54'30"W	125.00
24	118°54'30"W	125.00
25	118°54'30"W	125.00
26	118°54'30"W	125.00
27	118°54'30"W	125.00
28	118°54'30"W	125.00
29	118°54'30"W	125.00
30	118°54'30"W	125.00

PROPERTY CURVE TABLE

CURVE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
1	118°54'30"W	125.00	118°54'30"W	125.00
2	118°54'30"W	125.00	118°54'30"W	125.00
3	118°54'30"W	125.00	118°54'30"W	125.00
4	118°54'30"W	125.00	118°54'30"W	125.00
5	118°54'30"W	125.00	118°54'30"W	125.00
6	118°54'30"W	125.00	118°54'30"W	125.00
7	118°54'30"W	125.00	118°54'30"W	125.00
8	118°54'30"W	125.00	118°54'30"W	125.00
9	118°54'30"W	125.00	118°54'30"W	125.00
10	118°54'30"W	125.00	118°54'30"W	125.00
11	118°54'30"W	125.00	118°54'30"W	125.00
12	118°54'30"W	125.00	118°54'30"W	125.00
13	118°54'30"W	125.00	118°54'30"W	125.00
14	118°54'30"W	125.00	118°54'30"W	125.00
15	118°54'30"W	125.00	118°54'30"W	125.00
16	118°54'30"W	125.00	118°54'30"W	125.00
17	118°54'30"W	125.00	118°54'30"W	125.00
18	118°54'30"W	125.00	118°54'30"W	125.00
19	118°54'30"W	125.00	118°54'30"W	125.00
20	118°54'30"W	125.00	118°54'30"W	125.00
21	118°54'30"W	125.00	118°54'30"W	125.00
22	118°54'30"W	125.00	118°54'30"W	125.00
23	118°54'30"W	125.00	118°54'30"W	125.00
24	118°54'30"W	125.00	118°54'30"W	125.00
25	118°54'30"W	125.00	118°54'30"W	125.00
26	118°54'30"W	125.00	118°54'30"W	125.00
27	118°54'30"W	125.00	118°54'30"W	125.00
28	118°54'30"W	125.00	118°54'30"W	125.00
29	118°54'30"W	125.00	118°54'30"W	125.00
30	118°54'30"W	125.00	118°54'30"W	125.00

ZONING EXHIBIT
FOR
ZONING CASE # 2011-03
9.128 ACRES

SUBMITTED BY
MARtha McBRIDE SURVEY, ABSTRACT NO. 553
CITY OF PLANO, COLLIN COUNTY, TEXAS



PROPERTY OWNER:
P.O. Box 1524
Richardson, Texas 75081-1524
Tel: 972.241.4400
Fax: 972.241.4401
Email: info@halff.com

DATE: March 8, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of March 7, 2011

**AGENDA ITEM NO. 6 - PUBLIC HEARING
ZONING CASE 2010-22
APPLICANT: CITY OF PLANO**

Request to amend Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance pertaining to medical office parking requirements.

APPROVED: 6-0 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Recommended for approval subject to the following: (Deletions are indicated in strikethrough text; additions are indicated in underlined text)

Amend Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) as follows:

Medical Office: 1 space for each ~~475~~ 250 square feet of floor area.

FOR CITY COUNCIL MEETING OF: March 28, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

BM/dc

CITY OF PLANO
PLANNING & ZONING COMMISSION

March 7, 2011

Agenda Item No. 6

Public Hearing: Zoning Case 2010-22

Applicant: City of Plano

DESCRIPTION:

Request to amend Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) and related sections of the Zoning Ordinance pertaining to medical office parking requirements. Tabled 02/21/11.

REMARKS:

This agenda item was tabled at the Planning & Zoning Commission's meeting on February 21, 2011, and needs to be removed from the table for consideration.

On November 15, 2010, the Commission called a public hearing to consider an amendment to the Zoning Ordinance pertaining to medical office parking requirements. The Commission was requested to consider amendments to medical office parking requirements due to challenges associated with reusing existing office buildings initially planned for general office uses. The general office buildings have insufficient parking to accommodate medical office uses.

HISTORY:

In 1980, the City of Plano instituted the current medical office parking requirement of 1 space per 175 square feet (1:175) of floor area. Prior to 1980, the medical office parking requirement was 1:300, the same as the general office parking requirement that existed then and which remains today. The rationale to change the medical office parking requirement from 1:300 to 1:175 was due to medical office uses generating 6 times more vehicular trips per day than general office uses. In 1980, staff also monitored the usage of medical office parking facilities and found that medical office parking facilities were operating at or near full capacity even when they were providing more parking spaces than what was required at that time. Additionally, some sites had vehicles parked within fire lanes due to insufficient available parking. Staff studies and surveys of medical office parking requirements resulted in a Zoning Ordinance amendment changing the parking requirement to 1:175.

CURRENT:

As stated above, the City of Plano is currently using 1:175 for medical office parking as was established in 1980. The 1:175 parking requirement for medical office buildings is considered restrictive by developers and property owners. Property owners wanting to lease existing general office buildings to medical office uses are unable to do so because the city's current medical office parking requirement inhibits the reuse of existing general office buildings. The Zoning Ordinance requires 1:300 for general office uses. The difference between medical office and general office parking requirements is such that some buildings originally built for general office use cannot be changed to medical office use without experiencing inadequate parking facilities. Further complicating the issue is that some of those same sites do not have any remaining land to add parking.

Staff consulted some medical office developers to get their feedback regarding the city's medical office parking requirement. Medical office developers are in favor of amending the medical office parking requirement to a maximum ratio of 1:200 because they believe the current parking requirement is too high. Some developers recommend the 1:200 requirement because they believe it is a more reasonable requirement and that it is comparable to retail parking requirements (also 1:200).

Additionally, staff researched 12 surrounding cities to determine what ratios they are using for their medical office parking requirements. A comparison of these cities shows that the City of Plano requires more parking for medical office use than any other city as shown on the following table.

Surrounding Cities

City	Medical Office	General Office
Fort Worth	1:400 sq. ft.	1:400 sq. ft.
Mesquite	1:300 sq. ft.	1:300 sq. ft.
McKinney	1:300 sq. ft.	1:400 sq. ft.
Richardson	1:250 sq. ft.	1:300 sq. ft.
Allen	1:250 sq. ft.	1:300 sq. ft.
Carrollton	1:225 sq. ft.	1:350 sq. ft.
Arlington	1:200 sq. ft.	1:333 sq. ft.
Burleson	1:200 sq. ft.	1:200 sq. ft.
Dallas	1:200 sq. ft.	1:333 sq. ft.
Denton	1:200 sq. ft.	1:450 sq. ft.
Frisco	1:200 sq. ft.	1:300 sq. ft.
Garland	1:200 sq. ft.	1:300 sq. ft.
Plano	1:175 sq. ft.	1:300 sq. ft.

Proposed Amendment

To promote reuse of buildings and attract potential tenants while at the same time reducing paved areas, staff recommends that the current medical office parking requirement be amended. Amending the parking requirement is further justified given the feedback received from medical office developers and research from surrounding

cities, as well as an assessment of other cities outside the metroplex. Amending the city's current medical office parking requirement would attract potential medical office developers, as well as medical office tenants wanting to occupy existing office buildings.

Staff recommends that the medical office parking requirement be amended to 1 space per 200 square feet of floor area (1:200). A parking ratio of 1:200 could encourage reuse of existing buildings while reducing the amount of paved areas. The proposed parking ratio would also make the city at par with other surrounding cities such as Frisco, Garland, Arlington, and Dallas.

RECOMMENDATIONS:

Recommended for approval subject to the following: (Deletions are indicated in strikethrough text; additions are indicated in underlined text)

Amend Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) as follows:

Medical Office: 1 space for each ~~475~~ 200 square feet of floor area.

Zoning Case 2010-22

An Ordinance of the City of Plano, Texas, amending Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, pertaining to medical office parking requirements; and providing a publication clause, a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 28th day of March, 2011, for the purpose of considering a change in the Zoning Ordinance; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of March, 2011; and

WHEREAS, the City Council is of the opinion and finds that such change would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

IT IS, THEREFORE, ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. Subsection 3.1107 (Schedule of Off-Street Parking) of Section 3.1100 (Off-Street Parking and Loading) of Article 3 (Supplementary Regulations) of the Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended pertaining to medical office parking requirements, such portion of Subsection to read as follows:

Section 3.1100 Off-Street Parking and Loading

Subsection 3.1107 Schedule of Off-Street Parking

Office - Medical: 1 space for each 250 square feet of floor area.

Section II. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

Section III. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section IV. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section V. It is the intention of the City Council that this Ordinance, and every provision hereof, shall be considered severable and the invalidity or partial invalidity of any section, clause or provision of this Ordinance shall not affect the validity of any other portion of this Ordinance.

Section VI. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 28TH DAY OF MARCH, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

DATE: March 8, 2011
TO: Applicants with Items before the Planning & Zoning Commission
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of March 7, 2011

**AGENDA ITEM NO. 11 - PUBLIC HEARING
COMPREHENSIVE PLAN AMENDMENT
APPLICANT: CITY OF PLANO**

Request to amend the Future Land Use Plan map, Thoroughfare Plan map, and Transportation Element of the Comprehensive Plan, and related sections of the plan as it pertains to the designation of future rail stations within the city of Plano.

APPROVED: 5-1 **DENIED:** _____ **TABLED:** _____

STIPULATIONS:

Approved as submitted. The Commissioner voting in opposition did not specify any reasons.

SS/dc

MEMORANDUM

DATE: March 11, 2011

TO: Bruce Glasscock, City Manager
Frank Turner, Deputy City Manager

FROM: Steve Sims, Senior Planner

SUBJECT: Comprehensive Plan Amendment agenda item

On March 7, 2011, the Planning & Zoning Commission recommended approval of the proposed amendments to the Transportation Element supporting future rail stations along the Cotton Belt rail line at 12th Street and Shiloh Road. Subsequent to the Commission's action, staff received comments from DART regarding the proposed amendments.

The alternative language suggested by DART is primarily nomenclature and offers clarification. Staff believes the proposed modifications do not change the intent of the amended text recommended for approval by the Planning & Zoning Commission.

Attached to this memorandum are the two versions of the amended text for the Transportation Element. The first two pages include changes highlighted in yellow which are alternative suggestions and comments from DART. The second set of text highlighted in red font is what the Commission originally approved on March 7, 2011.

Staff recommends that Council approve the alternate language suggested by DART for inclusion into the Transportation Element. If Council believes the alternate language is consistent with the Commission's recommendation, then staff will prepare an ordinance for a future meeting based upon Council's action at their March 28, 2011 meeting.

Attachments: DART suggested changes of amended text
Original text approved by the Planning & Zoning Commission

Cotton Belt Amendment Text and Strategy Statement – DART Suggested Changes in yellow highlight

Plano is part of the Dallas-Fort Worth region where over 6.5 million people live. The North Central Texas Council of Governments (NCTCOG) is in the process of developing its Mobility 2035 Plan, a document which will identify transportation projects needed to accommodate an additional 4 million people expected to live in the region. The plan utilizes a multimodal approach to the region's transportation system through addressing expansion and improvement projects to the roadway system, mass transit and bicycle transportation.

Two modes of mass transportation **are** commuter rail and light rail provided by DART, Denton County Transit Authority, and the Fort Worth Transit Authority (the "T"). NCTCOG's Regional Rail Corridor Study includes over 250 miles of new rail service for the region within the Central, Northeast, and Southwest corridors (see attached map).

A rail project which will serve Plano is the North-Cross Town Corridor, also known as the Cotton Belt. **The railway line passes through southeast Plano near downtown and may eventually extend 52 miles from Wylie to Fort Worth. However, DART's service plan focuses on the eastern section of the Cotton Belt regional rail line which** would connect Plano with the Dallas-Fort Worth International Airport and interface with DART's Green, Orange, and Red rail lines. There would be connections with two Northeast Corridor routes including the proposed Burlington Northern Santa Fe (BNSF) commuter rail line with service to Frisco and Irving, and the Denton County Transit Authority's commuter rail line from Denton to Carrollton. Finally, service to downtown Fort Worth would be provided on the western half of the Cotton Belt by the Fort Worth Transit Authority from Dallas-Fort Worth International Airport.

The City of Plano has designated two locations for future stations along the Cotton Belt railway in Plano. The first station would be located at the existing crossing of the Cotton Belt and the DART Red line at 12th Street. **This concept would provide an additional Red Line station serving Plano and it offers an economical opportunity to create a station complex serving passenger transfers between the Cotton Belt and the Red Line.** The 12th Street station is a good location for connecting bus and shuttle service to surrounding employment centers and residential areas, provides access to affordable housing, and would further stimulate transit-oriented development near downtown Plano. The second station would be located in southeast Plano, at Shiloh Road and would serve an employment center with over 16,000 jobs within a two mile radius.

The Northwest Transit Center, which will be located south of Tennyson Drive at the Dallas North Tollway, is also part of DART's 2030 service plan. Construction on the project will begin in 2011 and will serve the Legacy area and western areas of the city with bus service. Bus Rapid Transit (BRT) could be another

good option for DART to consider using in Plano. BRT operations provide service with limited stops between multiple destination points. It could use a separate lane in its own right-of-way or existing roadways. BRT service in Plano could be operated from Legacy Town Center to the Northwest Transit Station and continue on to the Parker Road Transit Station.

Strategy C.4 Support DART's efforts to improve east-west transit service, including a connection to DFW International Airport, through the development of funding options and designation of the proposed station locations along the Cotton Belt corridor at 12th Street and at Shiloh Road within Plano.

Cotton Belt Amendment Text and Strategy Statement – Recommended for approval by Planning & Zoning Commission

Plano is part of the Dallas-Fort Worth region where over 6.5 million people live. The North Central Texas Council of Governments (NCTCOG) is in the process of developing its Mobility 2035 Plan, a document which will identify transportation projects needed to accommodate an additional 4 million people expected to live in the region. The plan utilizes a multimodal approach to the region's transportation system through addressing expansion and improvement projects to the roadway system, mass transit and bicycle transportation.

One mode of mass transportation **is** commuter rail and light rail provided by DART, Denton County Transit Authority, and the Fort Worth Transit Authority (the "T"). NCTCOG's Regional Rail Corridor Study includes over 250 miles of new rail service for the region within the Central, Northeast, and Southwest corridors (see attached map).

A rail project which will serve Plano is the North-Cross Town Corridor, also known as the Cotton Belt. **The railway line will extend 52 miles from Wylie to Fort Worth and travels through the southeast section of Plano along the 14th Street and Plano Parkway corridors. DART's section of the Cotton Belt commuter rail line would** connect Plano with the Dallas-Fort Worth International Airport and interface with DART's Green, Orange, and Red rail lines. There would be connections with two Northeast Corridor routes including the proposed Burlington Northern Santa Fe (BNSF) commuter rail line with service to Frisco and Irving, and the Denton County Transit Authority's commuter rail line from Denton to Carrollton. Finally, service to downtown Fort Worth would be provided on the western half of the Cotton Belt by the Fort Worth Transit Authority from Dallas-Fort Worth International Airport.

The City of Plano has designated two locations for future stations along the Cotton Belt railway in Plano. The first station would be located at the existing crossing of the Cotton Belt and the DART Red line at 12th Street and offers the most economical opportunity to create a joint station serving passenger transfers. The 12th Street station is a good location for connecting bus and shuttle service to surrounding employment centers and residential areas, provides access to affordable housing, and would further stimulate transit-oriented development near downtown Plano. The second station would be located in southeast Plano, at Shiloh Road and would serve an employment center with over 16,000 jobs within a two mile radius. **The Shiloh Road station will also be convenient for rail riders from Garland, Murphy, Richardson, and Wylie as well.**

The Northwest Transit Center, which will be located south of Tennyson Drive at the Dallas North Tollway, is also part of DART's 2030 service plan. Construction on the project will begin in 2011 and will serve the Legacy area and western

areas of the city with bus service. Bus Rapid Transit (BRT) could be another good option for DART to consider using in Plano. BRT operations provide service with limited stops between multiple destination points. It could use a separate lane in its own right-of-way or existing roadways. BRT service in Plano could be operated from Legacy Town Center to the Northwest Transit Station and continue on to the Parker Road Transit Station.

Strategy C.4 Support DART's efforts to improve east-west transit service, including a connection to DFW International Airport, through the development of funding options and designation of the proposed station locations along the Cotton Belt corridor at 12th Street and at Shiloh Road within Plano.

CITY OF PLANO
PLANNING & ZONING COMMISSION

March 7, 2011

Agenda Item No. 11

Public Hearing: Comprehensive Plan Amendment

Applicant: City of Plano

DESCRIPTION:

Request to amend the Future Land Use Plan map, Thoroughfare Plan map, and Transportation Element of the Comprehensive Plan, and related sections of the plan as it pertains to the designation of future rail stations within the city of Plano.

REMARKS:

Purpose of the Amendment

The Dallas Area Rapid Transit (DART) board approved the organization's 2030 service plan in 2006. This plan includes the implementation of the North-Cross Town Corridor, designated on the Thoroughfare Plan as the St. Louis and Southwestern railroad (also known as the Cotton Belt), to provide east-west rail transit service in the Dallas-Fort Worth region. Recently, DART has begun work with the North Central Texas Council of Governments (NCTCOG) to identify funding resources for the rail line and perform preliminary studies to determine rail station locations. The Cotton Belt rail line passes through Plano and commuter rail service would benefit residents and businesses in the city. City Council directed staff at the February 14, 2011 meeting, to move forward with amending the Comprehensive Plan and supporting maps to designate future rail stations within Plano along the Cotton Belt rail line.

North-Cross Town Corridor

The North-Cross Town Corridor would serve as a crucial component of the Dallas-Fort Worth region's east-west mass transit rail service. A map produced by the North Central Texas Council of Governments of the proposed route is attached to the staff report. Rail service may ultimately extend eastward to Murphy and Wylie.

Proposed Stations

The City of Plano has proposed 2 locations for possible station sites along the North-Cross Town Corridor route. The first station would be located at the DART Red line overpass above the Cotton Belt railroad near the 12th Street and K Avenue intersection. The second station would be situated west of Shiloh Road at the intersection with the Cotton Belt railroad. These proposed stations would be designated on the Future Land Use Plan map and the Thoroughfare Plan map with this proposed amendment.

Benefits for Plano

The benefits of stations at 12th Street and at Shiloh Road are numerous as the North-Cross Town Corridor (Cotton Belt line) provides connections to key destinations throughout the Dallas-Fort Worth region. The corridor would intersect 4 major passenger commuter lines including the existing DART Red line with service from Plano to Dallas, the recently completed DART Green line with service from Carrollton to northwest Dallas, and a connection with the proposed Burlington Northern Santa Fe (BNSF) commuter route coming from Frisco. The Cotton Belt will also cross the DART Orange line route which will include terminals at the Dallas-Fort Worth International Airport.

The Cotton Belt would also provide commuter rail service to key destinations within the city. The 12th Street station could serve as a catalyst to expand the Downtown Plano transit village southward. Additionally, the Cotton Belt line would increase opportunities for more new housing and access to jobs around the 12th Street station, and the Shiloh Road station in the Research Technology Crossroads area in southeast Plano. The Cotton Belt commuter line would be an alternative transportation option to major destinations within the Dallas-Fort Worth region for residents of Garland, Murphy, Richardson, and Wylie as well.

12th Street Station Workshop

In September 2010, the City of Plano invited DART officials, planning consultants, and city leaders, as well as local residents, property owners, and business owners near the 12th Street station location to a half-day workshop to gather ideas and feedback for the proposed station. Many attendees expressed interest in the proposal and provided ideas on how the station could be integrated with downtown Plano residences and businesses. Additional informational meetings were held for local neighborhoods, property owners, and business owners in December and February to continue discussions regarding the proposed rail stations. The attendees were supportive of the future opportunities and benefits that a rail station would bring to the area.

Text Amendments

The proposed amendment to the Transportation Element of the Comprehensive Plan will include text that further supports the additional rail stations in Plano. The amended text is underlined and can be found on pages 17-19 and 22 of the element, and describes the need for east-west rail transit service, the proposed route of the North-Cross Town Corridor, the benefits for Plano and neighboring cities, and proposed map

amendments while current text to be removed from the element will be struck through. The existing Transportation Element is included with this report in order to provide context for the proposed amendment. The inclusion of the station proposals on the Future Land Use Plan map and the Thoroughfare Plan map also support the Transportation Element text of the Comprehensive Plan, and shows Plano's strong interest and commitment to the implementation of the North Cross-Town Corridor commuter rail line.

RECOMMENDATION:

Recommended for approval as submitted.

CITY of PLANO
THOROUGHFARE PLAN
COTTON BELT AMENDMENTS

LEGEND

- T A Expressway
- B+ B C Major or Secondary Divided Thoroughfare
- E E+ F Secondary Undivided Thoroughfare
-  Interchange Grade Separation
-  Rail/Street Grade Separation
-  Grade Separation, No Interchange
-  DART Facility
-  Proposed Cotton Belt DART Facility

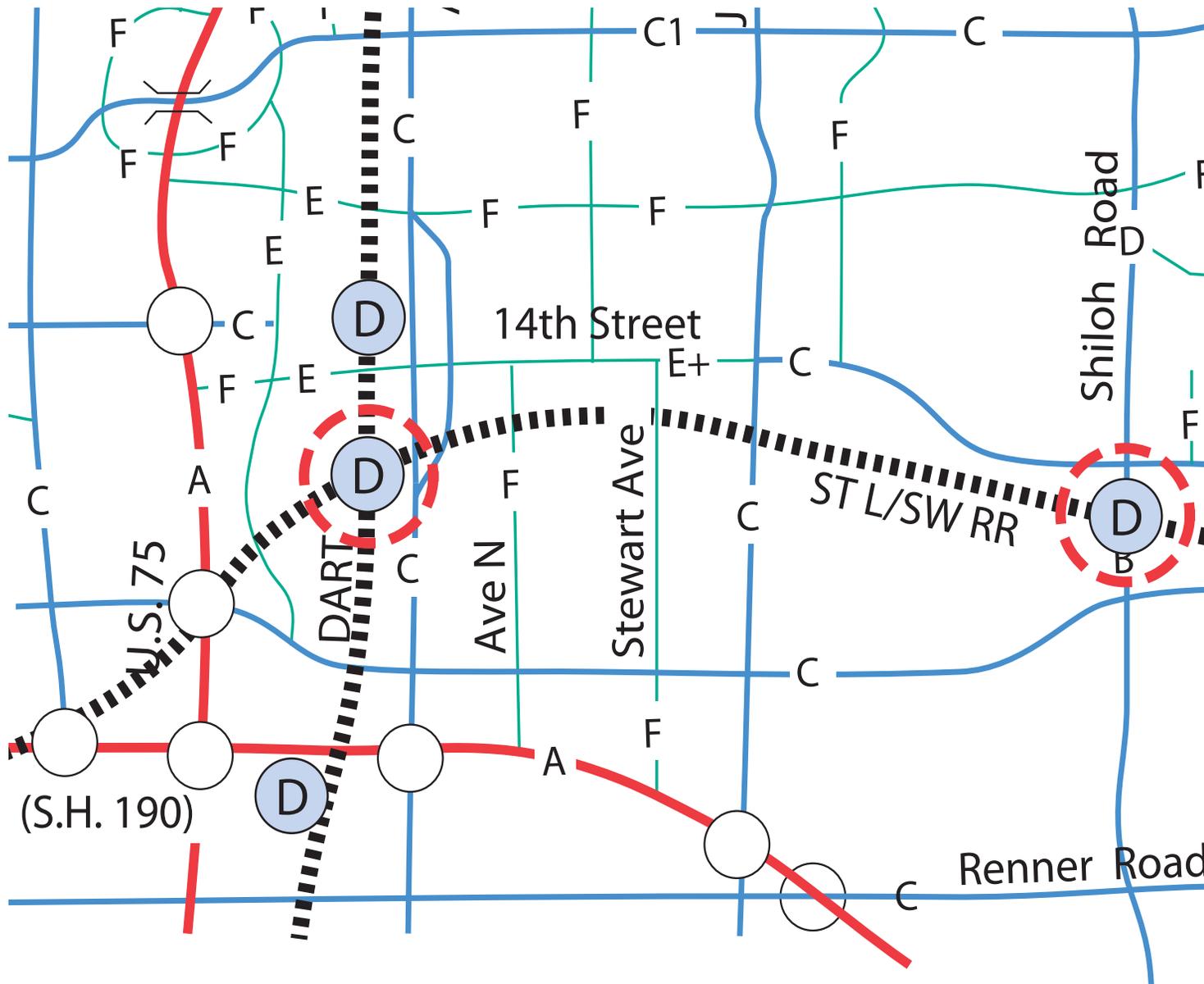
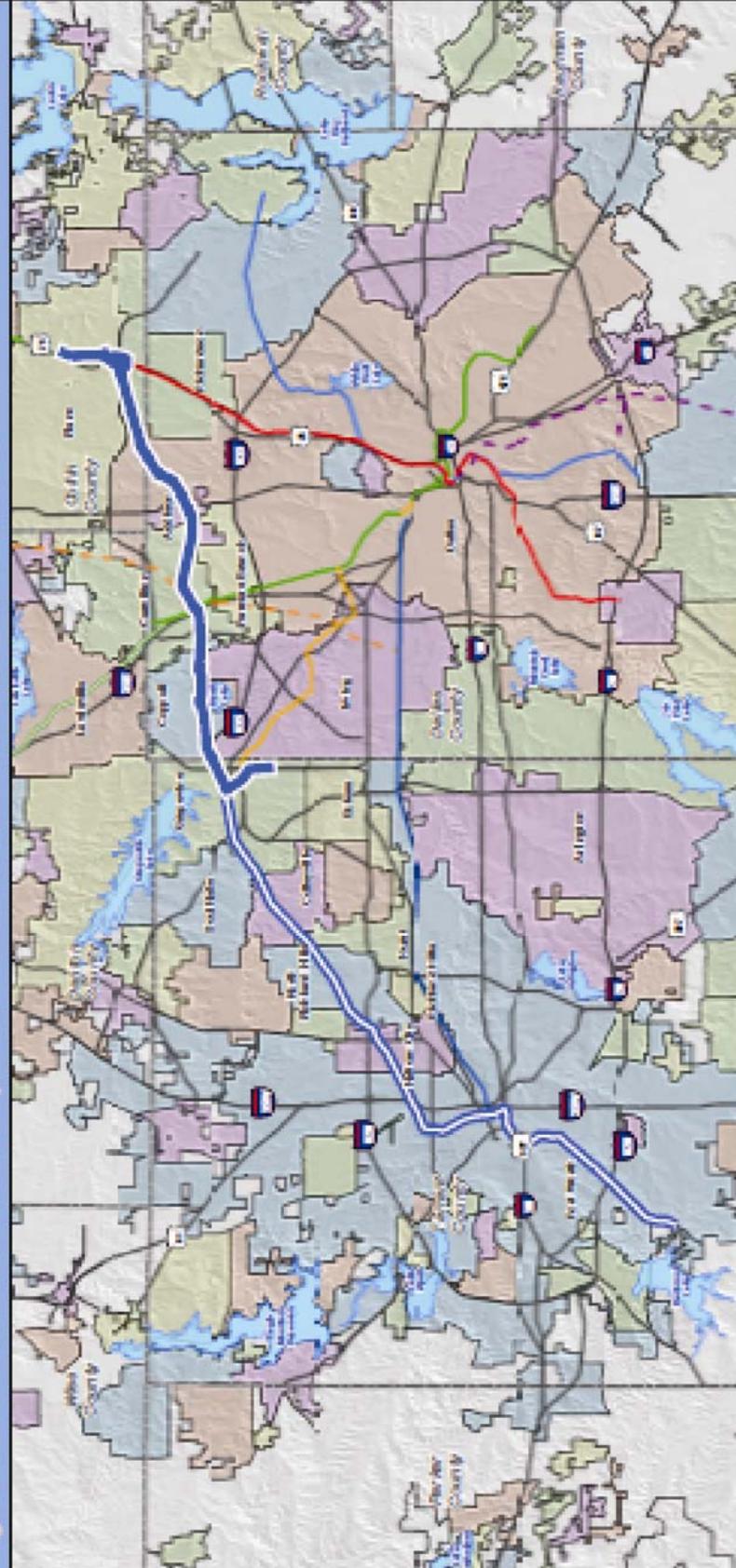


Figure 1-1 - Cotton Belt Corridor Sycamore School Road in Fort Worth to US 75 in Plano



Legend

- Potential Cotton Belt Line
- Potential Sycamore Corridor
- DCP A-Main
- DART Blue Line
- DART Green Line
- DART Orange Line
- DART Road Line
- TRE
- Potential Frisco Line
- Potential McKinney Line
- Potential Washachula Line
- Highways/Tollways
- County Limits
- City/Town Limits
- Lakes

Key Map

Map County	Center County	Carr County
Parker County	Sarrant County	Collin County
		Rockwall County

0 1 2 3 4 5
Miles

North Central Texas
Council of Governments

Cotton Belt Corridor — Conceptual Engineering and Funding Study

COMPREHENSIVE PLAN TRANSPORTATION ELEMENT

INTRODUCTION

Purpose

The Transportation Element of the Comprehensive Plan guides the development of an integrated transportation system over time. It defines the existing and proposed transportation system and addresses long range local and regional expectations. The transportation network in Plano is a critical component of the city's development pattern. It influences the placement of land uses such as housing, employment, commercial, industrial and educational facilities. Plano's transportation system impacts quality of life issues such as air quality, accessibility and choice of transportation modes.

Critical Issues

Critical issues facing Plano's transportation system are regional population growth, air quality, increased traffic on expressways, increased through traffic, and roadway capacity implications. The Dallas-Fort Worth Metroplex continues to grow in population and the North Central Texas Council of Governments projects the region will add another 3 million people by 2030. More people in the area contribute to larger numbers of automobiles using the regional roadway system. Increased traffic on regional expressways and local thoroughfares leads to travel delays due to congestion, produces more emissions and decreases the region's air quality.

Plano's internal roadway system is nearly complete and capacity improvements to regional roadways are quickly consumed by growth in outlying communities. Plano is not in a position to reduce congestion and increase roadway capacity by adding more lanes of pavement. Instead, the city must rely on approaches that reduce the level of vehicular travel on its roadways, particularly during peak hours. Mass transit, bicycle transportation, Transportation Demand Management (TDM), and other techniques will need to be promoted and utilized. Different land use concepts, such as mixed-use urban centers which combine employment, residences, and related services in pedestrian friendly environments, will be part of the long term solution for regional and local transportation issues.

MAJOR THEMES

The Transportation Element describes the City of Plano in terms of three major themes: Livable City, City of Organized Development and City in Transition. This element includes a description of factors relating to each of the themes, objectives and strategies defining the city's overall approach to transportation challenges and opportunities along with steps for implementation. The thoroughfare plan map and bicycle transportation plan map reflect existing and proposed street and bicycle trail patterns and are separate documents preceding the Transportation element text.

The “Livable City” theme addresses issues that affect the city’s ability to remain an attractive place to live and work. The “City of Organized Development” theme defines the key components of Plano’s transportation system, their interrelationship, and the process for monitoring and enhancing their effectiveness. The “City in Transition” theme focuses on changing conditions and trends that may require changes in the way Plano addresses the provision of transportation services over time.

Theme I – Livable City

The City of Plano is an excellent place to live, work and enjoy life. Efforts to improve air quality, mass transit, bicycle transportation and access to Plano and other parts of the Dallas-Fort Worth Metroplex contribute to a livable city. This section provides options to address air quality, local and regional accessibility, and the current status and future trends of these factors.

Theme II - City of Organized Development

This section includes key transportation factors that have influenced the development of Plano over the past 40 years. The thoroughfare plan map displays the type, size, and placement of major roadways within the city. The relationship of land uses to various components of the thoroughfare system is defined under this theme. It also addresses efforts that make the thoroughfare system operate more safely and efficiently. This section stresses the significance of a multi-modal transportation system that facilitates mass transit, bicycle, and pedestrian use as well as automobiles.

Theme III - City in Transition

Within 40 years, Plano has transitioned from an agricultural center to a bedroom suburb to an employment center and from a growing community to a city approaching full development. The city has also transitioned from an outer tier suburb on the edge of the metropolitan “commuter shed” to a first tier suburb near the center of daily home-to-work trips. A major portion of Plano’s peak hour traffic results from people commuting to the city for work or passing through Plano to other major employment destinations in the region. Plano’s increased population and employment coupled with growth of neighboring cities reinforces the importance of cooperative planning activities with other communities in the North Dallas region.

Key Factors

Key factors have been identified for each of the major themes. The discussion of these factors in each section will further explain the major themes as well as provide a basis for the objectives and strategies outlined for each theme.

THEME I - LIVABLE CITY

Air Quality

Clean air is critical to one's health and quality of life. Air quality is becoming an increasingly important factor in the planning and development of local transportation systems. However, air quality concerns are typically driven by national efforts through federal legislation such as the Clean Air Act of 1990. This legislation established categories for the evaluation of total emission (pollution) levels for urbanized areas. "Non-attainment areas" are metropolitan regions throughout the United States that exceed those standards. The Dallas-Fort Worth Metroplex region is a non-attainment area - specifically classified as "serious" in 1998 - in regard to ozone by the Environmental Protection Agency (EPA). The Texas Commission on Environmental Quality's State Implementation Plan (SIP) for control of Ozone Air Pollution identified the major source of pollution in this area as emissions from motor vehicles. If this situation does not improve, the EPA could impose sanctions that would result in the loss of federal funding for major transportation projects.

This is a major regional issue that has been gaining more attention in the last few years as the Metroplex nears its air quality compliance deadline. Leaders from Plano and other cities have started to address air quality and transportation planning issues. A recent example of this effort is Plano joining other cities from across the Dallas region to address potential air pollution concerns resulting from proposed coal fueled electric generation plants. Plano should continue to work with other cities in the region to develop initiatives to improve air quality and retain federal funding needed to implement major transportation improvement projects, especially mass transit. Continued monitoring of legislation and enforcement policies will be necessary to understand measurement standards and mitigation actions. Plano should work to develop and maintain a multi-modal transportation system, including mass transit and bicycle transportation, to help improve the air quality of the Metroplex region.

The city has begun the process of replacing conventional gasoline engine vehicles in its fleet with energy-efficient hybrid vehicles. These vehicles have city logos and are visible throughout Plano. They demonstrate the city's efforts to improve air quality and reduce fuel consumption. Hybrid vehicles have proven to be a good investment for the city with high resale values and low maintenance and repair costs.

Transportation Demand Management

Transportation Demand Management (TDM) was a formal requirement in the original Clean Air Act Amendment of 1990 (CAAA) for non-attainment regions like the Dallas-Fort Worth Metroplex. The enforcement schedule was later amended and TDM measures became voluntary rather than mandatory. TDM includes strategies to effectively manage travel demands in a region to reduce pollution. Such strategies as the use of transit, carpooling, staggered work hours, and telecommuting reduce vehicle emissions, especially during peak hours. TDM also

includes educational efforts to change the culture of single-passenger vehicle trips and inform employers and residents about different modes of transportation available in Plano.

The City of Plano should work with major employers to participate in TDM measures to reduce the number of cars using the roadway system and lead to improvement in air quality. The following are examples of ways to partner with the private sector with TDM initiatives.

- Offer incentives to local major employers to participate in Transportation Demand Management (TDM).
- Identify businesses that can function effectively on non-traditional work hours and encourage them to use flexible scheduling.
- Pursue DART subsidies for the purchase of vehicles for van pooling and establish a program to link prospective riders living and working in common geographic areas together. Provide incentives for persons to volunteer as van pool drivers.
- Provide media exposure and award programs for companies that participate in TDM measures.

Transit Oriented Development

Transit Oriented Development (TOD) is defined as a dense mix of land use activities such as residential, office, retail and entertainment located near a transit facility station. The most common forms of transit serving a TOD are light rail, commuter rail, bus rapid transit or a subway. The transit station may also be a facility where all four forms interface with local bus service and private vehicles. Residential use is often located above office and retail uses in the same building. TOD represents an alternative to the typical suburban, automobile-oriented development pattern in the Metroplex.

The densities of TODs are important because they allow a variety of uses to occur at one location, resulting in more compact development. They also increase transit ridership as a point of origin and destination. Persons residing in TODs can easily walk from homes to board a train or bus. People from outside the area can travel via bus or train to the TOD to shop or work. The Eastside Village in downtown Plano is an excellent example of a TOD.

Parking requirements are lower in TODs because of availability of transit and other services within walking distance. Streets located within TODs or denser residential infill developments can have narrower widths and reduced building setbacks that tend to slow vehicles on the street and promote a pedestrian environment, similar to those standards typically found in the Business/Government zoning district regulations. More information along with objectives and strategies regarding transit-orientated development and urban centers are found in the Land Use Element of the Comprehensive Plan.

Regional Mobility

Mobility is a key component of the transportation system of a community. Plano is located in the heart of the North Dallas region and is accessible to cultural and employment opportunities throughout the area. The City is also a major employment center for the region with significant commercial and office development located at Legacy in northwest Plano, along the Dallas North Tollway, President George Bush Turnpike, State Highway 121 and U.S. Highway 75. During non-peak periods, these roadways, along with mass transit services, provide transportation connections in less than an hour to most destinations around the Dallas-Fort Worth Metroplex. The city also has an extensive system of bicycle and walking trails that connect residential areas with recreational facilities. Work continues to coordinate trail connections from Plano to other cities in the Metroplex. These factors help make Plano a prime location for future business and residential development, contributing to the continued growth and prosperity of the city.

The availability of air transportation has contributed greatly to Plano's and the Metroplex region's growth as a major employment center. The region's location in the center of the country means that air travel times to major cities on the coasts is only two to three hours. Plano is served by two large commercial airports providing long distance domestic service, Dallas-Fort Worth International Airport (DFW) and Love Field. DFW also provides international flights. Corporate and private jet services are found at Addison Airport and Collin County Regional Airport in McKinney.

Objectives for Theme I - Livable City

Objective A.1 Promote regional efforts to improve air quality and address transportation issues in the Metroplex.

Objective A.2 Enhance the ease of access that Plano now enjoys in the region.

Objective A.3 Provide Plano residents with a variety of transportation options.

Objective A.4 Facilitate involvement of major employers in programs to reduce traffic congestion and improve air quality.

Strategies for Theme I – Livable City

Strategy A.1 Monitor federal legislation regarding air quality through regional efforts with the North Central Texas Council of Governments.

Strategy A.2 Work closely with federal, state, and regional agencies to provide for a range of transportation options to meet the changing needs of Plano residents.

Strategy A.3 Continue to facilitate the development of Transit Oriented Developments (TODS) such as those recommended in the Urban Centers Study.

Strategy A.4 Develop a public/private partnership with major employers to encourage participation in TDM programs.

Strategy A.5 Offer incentives to major employers in the city to participate in TDM programs such as positive media exposure for working to mitigate traffic congestion and improve air quality in the region.

THEME II - CITY OF ORGANIZED DEVELOPMENT

Expressway Corridors

Plano is served by four expressways - U. S. Highway 75 (U.S. 75), State Highway 121 (S.H. 121), the Dallas North Tollway and the President George Bush Turnpike. All four expressways provide access from Plano to other cities within the Metroplex and the nation. The issues facing these corridors are future development, continued growth of cities to the north, increased traffic and roadway construction.

Though most of the U.S. 75 corridor has been developed with retail and office uses, the other three corridors still have land available for additional development opportunities. The President George Bush Turnpike comprises most of Plano's southern border and provides access to the Research Technology employment area in southeast Plano.

The Dallas North Tollway travels through the western section of Plano and provides access to the Shops at Willow Bend Mall, numerous office buildings and retail centers along with the corporate campuses found in the Legacy and Granite Park developments near S.H. 121. There has been a shift in development patterns along the Tollway corridor as well. More mixed-use projects such as the one approved at the Parker Road interchange are beginning to appear. The Legacy Town Center at the Legacy Drive interchange has experienced success and is expanding north towards S.H. 121.

S.H. 121 has the most undeveloped land adjacent to it. The highway has been expanded with the completion of three lane service roads in each direction. Interchanges at the Dallas North Tollway, Preston Road and Custer Road have been completed. Main lanes are under construction between the Tollway and Rasor Boulevard. The remainder of the main lanes will be constructed as a toll facility. One of the land use issues facing the S.H. 121 corridor is the demand for residential development. Plano has attempted to provide a 1,200 foot setback from the S. H. 121 centerline for residential development. There have been development pressures to reduce the setback distance in recent years.

Surface Street System

The City of Plano has worked diligently over the past three decades to develop and maintain an extensive modern thoroughfare system. This system is characterized by a grid pattern of divided roadways interconnected with collector and local streets to provide access to commercial and residential properties throughout Plano. The Thoroughfare Plan map shows the general location and design standards of

roadways and serves as a guide to the Community Investment Program (CIP) in regard to street construction (see Plate 1, Thoroughfare Plan map). As a result, Plano has an easily navigable roadway system.

The surface street system has several roadway types such as expressways, major and secondary thoroughfares, commercial and residential streets. Table 1 on the following page contains a general description of each category and the type of thoroughfares represented. The design standards (lane widths, right-of-way requirements, number of lanes and a typical cross-section) are shown on the reverse side of Plate 1.

**TABLE 1
ROADWAY CLASSIFICATION AND THOROUGHFARE TYPE**

Roadway Classification	Thoroughfare Type
<p>EXPRESSWAYS</p> <p>Intended to carry the highest proportion of traffic through the City at highest speeds and longest distances.</p>	<p>A, T</p> <p>Tollway, Turnpike, Freeway,</p>
<p>MAJOR THOROUGHFARES</p> <p>Intended to provide a balance of high through volume capacity and non-residential property access for the majority of trips with destinations inside the City.</p>	<p>B+, B, C</p> <p>Divided thoroughfares</p>
<p>SECONDARY THOROUGHFARES</p> <p>Intended to provide the opportunity for access and circulation of residential areas for a majority of trips with origins inside the City and to provide connections to major thoroughfares.</p>	<p>D, E+, E, F</p> <p>Includes divided and undivided thoroughfares and collector streets.</p>
<p>RESIDENTIAL STREETS</p> <p>Intended to provide direct access to all abutting residential land areas and connections to collector streets.</p>	<p>G, H</p> <p>Local streets</p>

Most of the roadway system in Plano is complete and has been constructed to the full width and design capacity. Some opportunities exist to add through lanes to meet design standards specified on the Thoroughfare Plan. Continued maintenance of the existing roadway system and keeping increased traffic flowing efficiently and safely through the city are challenges for the future as Plano transitions from building new streets to maximizing the roadway system already in place.

Local Accessibility

Access to Plano from the Metroplex and other areas is provided by expressways, surface street system and mass transit services. Cultural facilities, shopping areas, employment centers and residential neighborhoods are readily accessible via Plano's roadway system.

Accessibility is more than just an issue of efficiency and mobility; it can also affect health and safety. For this reason, all commercial and residential subdivisions in the City are required to have at least two points of access. This allows an additional route into and out of the subdivision for emergency vehicles when an entrance is blocked or unavailable.

Sometimes, accessibility can create problems for a neighborhood. Cut-through traffic and speeding are concerns for some neighborhoods in Plano. The increased traffic becomes a nuisance and the excess speed poses safety concerns. As traffic volumes increase, more drivers will seek alternative routes to avoid busy intersections and neighborhood streets could become more desirable routes for through traffic.

The Transportation Advisory Committee, through the Safe Streets Program, works with neighborhoods to develop solutions to mitigate these problems. The first phase of addressing cut-through traffic and excess speed through residential neighborhoods is education and law enforcement. Most times, this is effective; however, if these solutions do not improve the situation, then physical changes to streets are made to slow down motorists and discourage "cut-through" traffic. Any proposals to modify streets must consider the impact on emergency vehicle access and response times before implementation.

Intersection Improvements

Many years ago, the City of Plano designated certain intersections as candidates for grade-separated interchanges on the Thoroughfare Plan map. The perceived benefit was that these facilities would improve traffic flow at major intersections as Plano and surrounding communities continued to grow. However, recent studies indicated that building grade-separated interchanges is not as cost-effective as at-grade improvements. In 2004, grade-separated overpasses were removed from the Thoroughfare Plan map with the exception of interchanges involved with regional expressways.

The intersection of Legacy Drive and Preston Road should be closely monitored over time as it is in close proximity to the S.H. 121 corridor and the corporate campuses within Legacy. Additional development in these two areas could have a significant impact on the operation of this intersection. Therefore, future traffic conditions may require re-evaluation to determine if a grade-separated interchange would be necessary, but only after all at-grade improvement options have been fully evaluated.

Most of the right-of-way has already been acquired to accommodate previously proposed grade-separated interchanges. Grade-separations are unlikely in the foreseeable future. However, it is difficult to account for various conditions that could change over time. The rights-of-way at these locations should be preserved and additional rights-of-way acquired, when necessary, to accommodate future traffic flow improvements at these locations. Loss of the rights-of-way could preclude the ability of future decision makers to fully address changing conditions. Some at-grade improvements could require extensive rights-of-way to operate safely and efficiently.

Exceptions to retaining rights-of-way should be considered for the intersections of Spring Creek Parkway and Jupiter Road, Spring Creek Parkway and Preston Road and at Plano Parkway and Coit Road. While originally planned and built as a Type A limited access service facility that could accommodate future capacity improvements, such as grade separations, the design standards for Spring Creek Parkway have been revised to provide uniform limited access without grade separations. Enhanced intersection improvements can be provided at the intersection of Spring Creek Parkway and Jupiter Road within the existing 160 foot right-of-way. The proximity of the railroad crossing on Coit Road south of Plano Parkway and the “jug-handle” ramp design will make major improvements at this location infeasible.

The Transportation Engineering Division has completed evaluation of a “Median Left-Turn” design for three intersections. The intersections are located at Spring Creek Parkway and Coit Road, Plano Parkway and Preston Road and Legacy Drive at Preston Road. The “Median Left-Turn” design is an innovative approach to reduce stacking of vehicles making left turns and to improve overall flow at major intersections. The “Median Left-Turn” design will require the additional right-of-way originally reserved for grade separations. Final designs are underway with construction planned for 2008.

High Accident Location/High Accident Road Segment

The High Accident Location/High Accident Road Segment (HAL/HARS) program is used by the City of Plano’s Transportation Division to identify and develop solutions for roadway locations with a high number of vehicle collisions. The program also considers citizen complaints, maintenance and staff suggestions. This information is used to compare traffic safety and traffic flow characteristics of high accident locations. High accident locations that can be improved with low cost and quick solutions are addressed immediately. Locations that need more extensive, higher cost improvements are reviewed for consideration of placement on the Community Investment Program (CIP). The HAL/HARS program also produces the annual traffic safety report on the effectiveness of roadway modifications and other traffic safety programs and practices.

Traffic Signal System

The City of Plano operates over 200 traffic signals using a wireless communications system. The system coordinates traffic signals to minimize stopping, which reduces fuel usage, and vehicle exhaust emissions. Timing of traffic signals at intersections has improved and enhanced coordination of traffic movement on Plano's thoroughfare system. This is an example of a local initiative that contributes to improvement in air quality of the Metroplex region.

There are a large number of signalized intersections and a need to balance through traffic movement with access to and from neighborhoods and business centers. Due to these factors, signalization will not overcome traffic congestion. It is a valuable tool that supports the operation of Plano's surface roadway system, but it cannot overcome conditions resulting from traffic volumes that exceed capacities.

Regional Transit System

Mass transit is a key factor in the provision of alternative transportation opportunities for Plano residents. Mass transit service in the form of buses and light rail is provided through the City's membership in the Dallas Area Rapid Transit (DART). Both services connect the City with major destination points and other transit systems in the Metroplex region.

Table 2 provides a description of scheduled DART Capital Improvement Projects from the 2030 Service Plan approved in October of 2006 that could impact Plano in the near future:

**TABLE 2
PLANNED DART CAPITAL IMPROVEMENTS
ASSOCIATED WITH PLANO**

CAPITAL IMPROVEMENTS	NOTES	STATUS
High-Occupancy Vehicle Lane (HOV) along U.S. 75	LBJ Freeway to Bethany Road	Under Construction
North Cross-Town Corridor (Former Cottonbelt RR ROW)	Would connect Plano with DFW International Airport	Adopted in 2030 DART plan
Patron Parking Structure	Parker Road Station	Under Study

Source: Dallas Area Rapid Transit

The City of Plano has been able to maximize its membership benefits in DART through various efforts, and ridership has grown significantly. The average daily ridership on DART facilities serving Plano has increased by almost 100% from 2,800 in 2000 to 5,565 in 2006 since the arrival of light rail in 2002. Current bus service includes a route from downtown Plano along the K Avenue corridor to the Collin Creek Mall and businesses along U. S. 75. Other bus routes in Plano connect with Collin College's Spring Creek campus and the East Plano area with the Plano Parkway, 15th Street and Parker Road corridors. The bus route then travels up Preston Road and serves the Legacy area. Another route presently serves the Dallas North Tollway corridor up to Parker Road and the Shops at Willow Bend Mall from the Medical Center of Plano at the Coit Road and 15th Street intersection. DART also has an on-call service for people with physical disabilities that make it difficult to use bus or light rail facilities. People can call and schedule appointments for transportation services. Advance arrangements are necessary.

There are gaps in the transit system, particularly with east-west service. More attention should be focused on feeder routes to the light rail stations. The challenge in extending service further west in Plano is ridership. DART has recently determined that there is little demand for bus service west of Coit Road and north of Parker Road. DART periodically evaluates all routes and eliminates those with the low ridership.

The City of Plano also has another on-call transit service through a contract with Collin County Area Regional Transit (CCART). CCART provides curb to curb transportation services for people age 60 years and older. This service is called Senior Trans. There are two vehicles that provide service five days a week and three days a week respectively. People contact CCART and arrange for the transportation they need. This service is funded through the Parks and Recreation Department and is affiliated with the Collin County Committee on Aging. Under a separate grant, CCART also provides transportation for seniors to meals provided by the Collin County Committee on Aging during lunch time at the Plano Senior Center. An interdepartmental study of transportation and other services for Plano's growing senior population is currently underway and may provide other options that can be implemented in the future.

Bicycle Transportation System

The bicycle is considered a component of the multi-modal transportation system found within the City of Plano. As the City matures and neighboring communities continue to develop at a rapid pace, vehicular transportation within Plano will become more difficult. The bicycle could be a limited alternative transportation option for trips to employment centers, transit stations, shopping centers, educational institutions and cultural facilities. Recreational bicycle use is also very important. A quality recreational bicycle trail system is a major contributor to the overall quality of life of a community.

The City of Plano has an extensive bicycle transportation plan in place as indicated in the Bicycle Transportation Plan map (see Plate 2). The Bicycle Transportation

Plan map shows the location and type of system available in Plano through a network of on-street routes and off-street trails. The system is divided into four categories: the Regional Veloweb (a regional network of the bicycle trails in the Metroplex), Major Routes, Secondary Routes, and Recreational Trails.

The Six Cities Trail Plan was adopted in October of 2001, and included the cities of Allen, Frisco, Garland, McKinney, Plano, and Richardson. This plan includes interconnecting bicycle transportation plans for these six cities. The Six Cities Trail Plan would utilize the alignment along the Rowlett Creek corridor, the Bluebonnet Trail, and Preston Ridge Trail to create a multi-city trail plan.

Continuing improvements and expansion of the bicycle trail system will be necessary. Access across barriers such as U.S. 75 and major thoroughfares is a concern for bicyclists in Plano. The City of Plano hired a consultant to study safe crossings of major thoroughfares in 2005. Recommendations from the study for collector street crossings were included in the 2005 bond election. Additional funding for implementation of the study recommendations for major thoroughfare crossing improvements will require a future bond election. The Engineering Department received grants to improve the crossing at 15th Street and U.S. 75 interchange and to build a bicycle/pedestrian bridge over U.S. 75 at Park Boulevard. More details about bicycle transportation in Plano can be found in Policy Statement 1.0 - Bicycle Transportation.

Objectives for Theme II - City of Organized Development

Objective B.1 Provide a local roadway system with safe and efficient cross-town and neighborhood circulation and access, in accordance with the Thoroughfare Plan.

Objective B.2 Enhance the efficiency of intersections to cope with increased traffic demand on the roadway system.

Objective B.3 Provide for the full operation of Plano's thoroughfare system through the completion of remaining capacity improvements.

Objective B.4 Promote the provision of a fiscally responsible, diversified transit system which addresses local and regional needs, and maximizes the benefits derived by Plano.

Objective B.5 Promote safe and accessible recreational and destination-oriented bicycle use.

Strategies for Theme II - City of Organized Development

Strategy B.1 Review and update the Transportation Element, including the Thoroughfare Plan map every three years.

Strategy B.2 Allow for amendments to the Thoroughfare Plan map between updates only when essential to the development of land and when supported by a study of local and system wide impacts of the proposed change.

Strategy B.3 Conduct an annual review of existing transportation facilities, particularly major intersections, and their performance and safety records to improve traffic capacity and safety.

Strategies B.4 Where possible, acquire rights-of-way for additional turn lanes at major intersections.

Strategy B.5 Through the development review process and Community Investment Program (CIP), provide safe, reliable street access for daily use, and for emergencies to all developed properties.

Strategy B.6 Complete missing links of the thoroughfare system and develop roadways in accordance with design standards as indicated on the Thoroughfare Plan map and Thoroughfare Plan standards ordinance.

Strategy B.7 Maintain a close working relationship with DART and monitor its development of plans and programs to ensure Plano's transportation needs are properly understood and addressed.

Strategy B.8 Develop and maintain a system of bicycle routes and recreational trails for destination and recreational use that lead to cultural attractions and employment areas, mass transit facilities and residential neighborhoods.

THEME III - CITY IN TRANSITION

Increased Traffic Volumes

As is the case in most cities, Plano's biggest travel demand is by automobile. This demand has grown with the city as it has matured. A measurement of the growth of automobile travel in Plano is the average traffic count of selected major thoroughfares. Roadways were selected that traveled through the most populated areas of the city. Table 3 on the following page provides average traffic counts from all sections of the selected roadways from 2000 and 2006.

**TABLE 3
AVERAGE WEEKDAY TRAFFIC COUNT OF SELECTED MAJOR
THOROUGHFARES**

Roadway	2000 Average	2006 Average	Change
Coit Road	34,312	37,967	10.7%
Custer Road	21,685	25,171	16.1%
K Avenue	21,541	20,365	-5.5%
Legacy Drive	32,094	32,774	2.1%
Park Boulevard	21,754	24,827	14.1%
Parker Road	28,325	26,863	-5.2%
Preston Road	42,605	44,445	4.3%
Spring Creek Parkway	24,177	25,783	6.6%

Source: City of Plano Transportation Division

The data in Table 3 indicate that six of the eight roadways increased the average weekday traffic counts from 2000 to 2006. The greatest increases were for Coit Road, Custer Road, and Park Boulevard. The Cities of Allen, Frisco, and McKinney have experienced tremendous growth since the 2000 Census. The North Central Texas Council of Governments estimates that Allen's population has increased by 76 percent as compared with 173 percent for Frisco and 106 percent for McKinney. The highest growth areas of the three cities are located along the Coit Road and Custer Road corridors. Park Boulevard provides east-west access into Plano. The roadway begins near Murphy and Wylie. These cities have grown by 302 and 134 percent respectively. Continued population growth in Plano's neighboring cities will contribute to increased traffic on Plano's thoroughfares as more people travel through the city for employment opportunities

K Avenue and Parker Road have experienced decreases in average weekday traffic counts. The loss of traffic may be attributed to reduced capacity along K Avenue and the construction for additional lanes for Parker Road. Drivers are seeking alternative routes to avoid traffic congestion and construction delays. Traffic congestion is a problem on K Avenue at the Legacy Drive, Parker Road, and Park Boulevard intersections. Most of the intersections will receive major lane modifications to mitigate congestion.

Improvements to Parker Road east of Plano have been completed; however, work is still underway on adding lanes from K Avenue to east of P Avenue. Reconfiguration of the interchange at Parker Road and U. S. 75 will begin during spring or summer of 2008 and will last about two years. When these projects are completed, traffic volume should return and probably exceed counts from previous years.

High Congestion Areas

Several areas of the City are experiencing relatively high levels of traffic congestion. The five highest congestion locations are the Legacy area; the S. H. 121 corridor, the Dallas North Tollway corridor, and the U. S. 75 interchange locations at Parker Road and Spring Creek Parkway.

Heavy traffic concentration in the Legacy area results from the corporate employment centers situated along Legacy Drive. Both Legacy Drive and Spring Creek Parkway serve regional traffic needs by providing connections between Preston Road and S. H. 121. At the present time, Frito-Lay, Inc., Cadbury Schweppes, Electronic Data Systems Corporation, the J. C. Penney Co., Inc., Countrywide Financial Corporation, Ericsson, Inc., and other companies employ approximately 37,000 persons in Legacy. Traffic congestion in the area occurs primarily during weekday morning and evening peak hour periods. However, the entertainment and retail businesses in the Legacy Town Center attract quite a few people on the weekend as well. Much more development of land is possible in Legacy, yet the vast majority of the thoroughfare system serving it is in place. Therefore, continued monitoring of traffic volumes in the area and the introduction of TDM measures and mass transit services will be essential to maintaining its significance as a major destination and employment center.

S.H. 121 passes through one of the highest growth areas in the Metroplex. Development still continues in northern Plano and the Legacy area as well as in Allen, Frisco, and McKinney. Traffic count data shows a 7.2 percent increase in automobiles using the highway between 2000 and 2004, the last year data was available from the Texas Department of Transportation (TxDOT). The construction of the service roads and interchanges at the Dallas North Tollway, Preston Road, and Custer Road has improved traffic flow along the S.H. 121 corridor. The Regional Transportation Council has awarded the North Texas Tollway Authority (NTTA) the bid to construct and operate the main lanes of S.H. 121 as a tolled facility.

Continued office and retail development along with residential growth in cities such as Celina, Frisco, and Prosper along the Dallas North Tollway corridor has increased congestion during peak weekday travel periods. Backups are now beginning to occur at the Parker Road Toll Plaza. This situation may worsen with the recent extension of the Tollway from S.H. 121 to U.S. 380.

In response to the congestion trends along U.S. 75, the city sponsored a corridor improvement study for all ramps except Legacy Drive within Plano and the Parker Road interchange. TxDOT is using the study recommendations to improve the ramp placement along the U.S. 75 corridor and reconfigure the interchange at Parker Road. Both TxDOT and DART are building High Occupancy Vehicle lanes from Interstate 635 in Dallas to Bethany Road in Allen. The purpose of the lanes is to provide optimum travel conditions for vehicles with two or more persons, hybrid vehicles, and motorcycles and to encourage more people to ride share instead of traveling alone in their cars.

Use of the President George Bush Turnpike has grown immensely since the roadway opened in 1998. The North Central Texas Council of Governments (NCTCOG) reported traffic count volumes at over 120,000 vehicles per day in 2004 at the Coit Road Toll Plaza. This figure is almost twice than the 63,000 vehicles per day projected by the North Texas Tollway Authority (NTTA) for the same year before the turnpike opened. Much development has occurred along the expressway corridor at Coit Road and in the Research/Technology Crossroads (RT) near Jupiter, Renner and Shiloh Roads. There is still a considerable amount of land available for development along the corridor and its utilization will increase traffic to even higher levels on the turnpike.

Commuting Patterns

In 2006, the U.S. Census Bureau released detailed information regarding commuting patterns between cities. Tables 4 and 5 list the top ten cities where Plano workers commute for employment and where people live who travel into Plano for their jobs. Plano’s commute pattern has mostly been north to south for the past several decades. Table 4 shows this trend continues with Dallas and Richardson as the leading destination cities for Plano workers. While the southbound commuting pattern remains significant, other trends have emerged. Plano workers are also traveling east and west to employment opportunities in Irving, Farmers Branch, Addison, Carrollton, and Garland. For the second consecutive census, data indicates that more Plano residents are commuting to jobs within the city than traveling south to Dallas.

The growth of the Legacy area and development along the Dallas North Tollway, President George Bush Turnpike, and U. S. 75 corridors during the 1990s and early 2000s have created employment centers in Plano that attract people who live within the city and in neighboring communities. Statistics from U.S. Census Bureau indicate over 62,000 people are coming into Plano to work each day while almost 71,000 residents leave daily for jobs located outside the City.

**TABLE 4
TOP 10 COMMUTING DESTINATIONS FOR PLANO RESIDENTS
TRIP ORIGIN – PLANO**

Work Trip Destination	Number	Percent
Plano	45,390	39.1%
Dallas	31,650	27.3%
Richardson	12,205	10.5%
Irving	3,570	3.1%
Farmers Branch	3,405	2.9%
Addison	3,035	2.6%
Carrollton	3,025	2.6%
McKinney	2,425	2.1%
Garland	2,110	1.8%
Allen	1,715	1.5%

Source: 2000 U. S. Census

Table 5 reveals some interesting trends. Almost 24,000 people are reversing the commuting patterns and traveling north from Dallas and Richardson to jobs in Plano. These reverse travel movements help mitigate peak hour patterns that typically result in greater southbound congestion in the morning and increased northbound traffic in the evening. Over 13,000 people commute to Plano from cities to the north such as Allen, Frisco and McKinney. The data from the U.S. Census Bureau indicates that many people make east-west commutes from neighboring cities as well. Over 12,000 people were coming to jobs in Plano from Carrollton, Garland, Lewisville, and Wylie. These emerging commuting patterns are expected to continue and must be considered in transportation planning efforts.

**TABLE 5
TOP 10 PLACES OF ORIGIN FOR PLANO WORKERS
TRIP ORIGIN – OTHER CITIES**

Place of Origin	Number	Percent
Plano	45,390	42.2%
Dallas	17,890	16.6%
Garland	6,100	5.7%
Allen	4,825	4.5%
Richardson	4,750	4.4%
McKinney	4,570	4.2%
Frisco	3,980	3.7%
Carrollton	3,075	2.9%
Wylie	1,545	1.4%
Lewisville	1,365	1.3%

Source: 2000 U. S. Census

Future Outlook for Transportation

It is no surprise that statistics on traffic volumes, commuting patterns and employment trends continue to document increased automobile traffic on Plano streets. With most of the thoroughfare system in place and no land available for expansion of the existing street system, the roadway service levels will continue to deteriorate and congestion at major intersections will increase. In response, other modes of transportation will need to be utilized more effectively. In particular, ridership on the mass transit system (particularly buses) must increase. Limited bus ridership has led to service changes and cutbacks in Plano. Light rail has proven to be a popular option for mass transit among Plano residents, but it is more expensive to construct due to acquisition of rights-of-way and the provision of new infrastructure. Buses use existing roadways and can be more easily allocated to meet the needs of the service area. Plano should work with DART and other regional transit agencies to ensure coordination between bus routes, light rail transit origins and destinations, and major employment centers. The system should be easy to use, timely, and routed to desired destinations.

Plano is part of the Dallas-Fort Worth region where over 6.5 million people live. The North Central Texas Council of Governments (NCTCOG) is in the process of developing its Mobility 2035 Plan, a document which will identify transportation projects needed to accommodate an additional 4 million people expected to live in the region. The plan utilizes a multimodal approach to the region's transportation system through addressing expansion and improvement projects to the roadway system, mass transit and bicycle transportation.

One mode of mass transportation is commuter rail and light rail provided by DART, Denton County Transit Authority, and the Fort Worth Transit Authority (the "T"). NCTCOG's Regional Rail Corridor Study includes over 250 miles of new rail service for the region within the Central, Northeast, and Southwest corridors (see attached map).

A rail project which will serve Plano is the North-Cross Town Corridor, also known as the Cotton Belt. The railway line will extend 52 miles from Wylie to Fort Worth and travels through the southeast section of Plano along the 14th Street and Plano Parkway corridors. DART's section of the Cotton Belt commuter rail line would connect Plano with the Dallas-Fort Worth International Airport and interface with DART's Green, Orange, and Red rail lines. There would be connections with two Northeast Corridor routes including the proposed Burlington Northern Santa Fe (BNSF) commuter rail line with service to Frisco and Irving, and the Denton County Transit Authority's commuter rail line from Denton to Carrollton. Finally, service to downtown Fort Worth would be provided on the western half of the Cotton Belt by the Fort Worth Transit Authority from Dallas-Fort Worth International Airport.

The City of Plano has designated two locations for future stations along the Cotton Belt railway in Plano. The first station would be located at the existing crossing of the Cotton Belt and the DART Red line at 12th Street and offers the most economical opportunity to create a joint station serving passenger transfers. The 12th Street station is a good location for connecting bus and shuttle service to surrounding employment centers and residential areas, provides access to affordable housing, and would further stimulate transit-oriented development near downtown Plano. The second station would be located in southeast Plano, at Shiloh Road and would serve an employment center with over 16,000 jobs within a two mile radius. The Shiloh Road station will also be convenient for rail riders from Garland, Murphy, Richardson, and Wylie as well.

The Northwest Transit Center, which will be located south of Tennyson Drive at the Dallas North Tollway, is also part of DART's 2030 service plan. Construction on the project will begin in 2011 and will serve the Legacy area and western areas of the city with bus service. Bus Rapid Transit (BRT) could be another good option for DART to consider using in Plano. BRT operations provide service with limited stops between multiple destination points. It could use a separate lane in its own right-of-way or existing roadways. BRT service in Plano could be operated from Legacy Town Center to the Northwest Transit Station and continue on to the Parker Road Transit Station.

~~Another issue with DART is the extension of services into other cities such as Allen, Frisco and McKinney. These three cities are not currently members of DART. The BNSF Railroad right of way along the west side of Plano is under consideration by the NCTCOG in its Regional Rail Corridor Study and Mobility 2025 update for commuter rail service. The study is considering the technical aspects of eight rail corridors around the Metroplex as well as the legislative and financial solutions required for potential regional rail service in the future.~~

~~If Allen and McKinney were to join DART, light rail or commuter rail could be extended from its present terminus at Parker Road up the Union Pacific railroad right-of-way owned by DART. If this happens, the City of Plano should work with DART to determine the feasibility of a station at Spring Creek Parkway. The land area required for a station should be preserved. The possibility of a grade separation of the light rail line with Parker Road should also be considered.~~

~~DART's 2030 service plan eliminates the Northwest Transit Center from the DART 2030 plan. This station would have been located near the Legacy area at Tennyson Parkway and the Dallas North Tollway on property already owned by DART. Because of the continued employment, retail, and residential growth in Legacy and the increased use of traffic arteries serving Legacy, mass transit is needed in this area. This change comes at a time when more attention needs to be focused on bus service. The City will need to work closely with DART and major employers in Legacy to ensure that the station becomes part of the service plan again.~~

Transportation Improvement Projects

Many issues face Plano in regards to the provision of a variety transportation service options. In light of limited financial resources and availability of land required for capacity improvements, it will be important that the City get the most from its investment on projects to improve transportation. An option to consider would be the development of criteria to prioritize transportation improvement projects. Here are some examples to consider:

- Ability to mitigate traffic impacts for the least amount of cost.
- Ability to improve the utilization of existing transportation facilities.
- Relationship to other City issues such as changing demographics, growing reverse commute, and new employment centers.
- Regional as well as local significance such as potential to improve air quality.
- Fostering public/private partnerships to solve common problems including those using private investment in long term transportation solutions. Examples include encouraging large employers to participate in TDM programs and private development of major transportation infrastructure improvements.
- Fostering coordination between efficient land use and transportation system investments.

The criteria listed above could help guide decisions for funding and implementing transportation improvement projects.

Traffic Impact Analysis

Plano has used Traffic Impact Analysis (TIAs) studies for many years to determine the impact of new development on the local roadway system. TIA studies typically show that new development generates more traffic and decreases level of service at intersections of major thoroughfares. Since there are very few options to improve capacity to accommodate increased traffic, the value of TIAs is questionable. A negative TIA finding does not provide the legal means to deny or delay development that conforms to zoning and subdivision regulations unless there are capacity enhancement options available. Using it as a development review tool tends to complicate rather than improve the review process, because the results often cannot be translated into specific actions. A consultant study on the use of TIAs for the City of Plano recommends that the City abandon TIAs in favor of a circulation plan for large development projects.

Regional Mobility

Plano's transportation system is strongly tied to the regional network of roadways, rail, and transit services within the Metroplex. The expenditure of federal, state and local funds for regional transportation improvements is guided by the "Regional Transportation Plan for North Central Texas" (currently called Mobility 2030) sponsored by NCTCOG. The current plan is required to justify federal funding for various roadways.

The Regional Transportation Plan is a long-term, comprehensive program that stresses participation of local governments, transit authorities and TxDOT. The plan addresses mitigation of transportation problems along freeways and regional arterial roadways. In addition to roadway improvements, the plan addresses bus and rail transit service as well as high occupancy vehicle (HOV) systems for carpools and buses. Plano's transportation system must be consistent with that provided throughout the Metroplex in order to move traffic as efficiently as possible. Inconsistencies in the transportation system could result in untimely delays and worsening of air quality due to increased exhaust emissions from idling vehicles. The City of Plano participates fully in reviews and updates of the Regional Transportation Plan to ensure the document's consistency with the City's Thoroughfare Plan.

Plano is nearing full development, but neighboring cities continue to grow rapidly. To ensure regional mobility, it is important that the transportation system within Plano interconnects with those in neighboring cities. This is accomplished through coordination with officials from surrounding cities and comparing land use and transportation plans. Plans for roadway improvements and development projects that could impact traffic on streets should be shared and evaluated.

Emerging Technologies - Intelligent Transportation Systems (ITS)

Intelligent Transportation Systems (ITS) is a nationwide effort to link new communication, information, and mapping technologies to improve transportation mobility and efficiency. The U. S. Department of Transportation (USDOT) and the Intelligent Transportation Society of America (ITS AMERICA) are working with many organizations and companies at national and international levels to make ITS a reality. The City of Plano is currently participating with DART on an Integrated Corridor Management Project on U.S. 75. This project calls for coordination of transportation groups to keep traffic moving along the U.S. 75 corridor by sharing information with local governments, transportation service agencies, major employers, roadway and transit users.

The city and the region should continue to identify and incorporate ITS elements into transportation operations. ITS represents another way to better utilize the transportation capacity that is already in place.

Objectives for Theme III - City in Transition

Objective C.1 Coordinate with neighboring cities and regional transportation agencies on critical land use and transportation issues.

Objective C.2 Ensure that Plano's transportation system is consistent with that of the Metroplex region through review of regional and local plans.

Objective C.3 Employ innovative programs to reduce traffic congestion on regional expressways and the City's street system.

Objective C.4 Ensure quality mass transit services and interconnectivity with both local and regional destinations.

Objective C.5 Minimize the impact of new development and redevelopment on the operation of Plano's thoroughfare system.

Strategies Theme III – City in Transition

Strategy C.1 Coordinate with neighboring communities to explore regional transportation approaches that would improve traffic flow within and between jurisdictions.

Strategy C.2 Participate in the development and implementation of NCTCOG's Regional Transportation Plan and other regional coordination programs.

Strategy C.3 Work with DART to identify and implement new bus transit alternatives in Plano. In particular, explore the provision of bus rapid transit between Legacy and the Parker Road station.

Strategy C.4 Support DART's efforts to improve east-west transit service, including a connection to DFW International Airport, through the development of funding options and designation of the proposed station locations along the Cotton Belt corridor at 12th Street and at Shiloh Road within Plano.

Strategy C.5 Work with DART and other transportation service agencies to develop plans and programs to provide transportation services for the disabled and seniors.

Strategy C.6 Encourage expansion of DART services to new member cities using equitable funding policies.

Strategy C.7 Develop criteria to prioritize transportation improvement projects and programs that will receive funding from Plano's Community Investment Program (CIP).

Strategy C.8 Require developers to submit site circulation plans for major development projects to improve on-site circulation and vehicle access to and from the property.

2011 THOROUGHFARE PLAN MAP AMENDMENTS

The Thoroughfare Plan map displays the future plans for Plano's transportation system. Several changes are proposed for the 2011 update.

1. 12th Street DART Station

Place a DART facility symbol at the junction of the DART Red rail line and the St. Louis and Southwestern Railroad (Cotton Belt) identifying the 12th Street station.

2. Shiloh Road DART Station

Place a DART facility symbol just west of Shiloh Road at the intersection with the St. Louis and Southwestern Railroad (Cotton Belt).

EXHIBIT II-1

CORRIDOR LOCATION MAP

- Northeast:**
 E-3: Dallas Area Rapid Transit: Plano/Allen/Fairview/McKinney
 E-4: Burlington Northern Santa Fe: Carrollton/The Colony/Frisco
- Southeast:**
 E-5: Burlington Northern Santa Fe: Duncanville/Cedar Hill/Midlothian
 E-6: Burlington Northern Santa Fe: Dallas/Lancaster/Red Oak/Waxahachie
- Central:**
 E-1: Trinity Railway Express: Dallas County line/Downtown Dallas
 W-3: Trinity Railway Express: Fort Worth/Tarrant County Line
 W-1: Union Pacific Mainline: Fort Worth/Dallas
 (includes Dorothy Spur)
- W-4: Burlington Northern Santa Fe:**
 Fort Worth/Burleson/Joshua/Cleburne
- W-2: Fort Worth & Western/Cotton Belt:**
 Southwest Fort Worth/Tarrant
 County Line
- E-2: Union Pacific: Carrollton/Denton**

Legend

-  Rail Corridors Under Study
-  Existing Rail Corridors
-  Roadway

E = East/URS Corporation
 W = West/Carter-Burgess, Inc.



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