

PLANO CITY COUNCIL

WILL CONVENE INTO EXECUTIVE SESSION AT 5:00 P.M., AUGUST 22, 2005 AND PRELIMINARY OPEN MEETING IMMEDIATELY THEREAFTER, IN THE PLANO MUNICIPAL BUILDING, 1520 K AVENUE, IN COMPLIANCE WITH VERNON'S TEXAS CODES ANNOTATED, GOVERNMENT CODE CHAPTER 551 (OPEN MEETINGS ACT), AS FOLLOWS:

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

EXECUTIVE SESSION

Legal Advice	Wetherbee	10 min
A. Respond to questions and receive legal advice on agenda items		

PRELIMINARY OPEN MEETING

I. Consideration and action resulting from executive session discussion	Council	5 min.
II. DART Status Report	Pope	10 min.
III. Mobility Report	Neal	10 min.
IV. Comprehensive Monthly Financial Report	McGrane	10 min.
V. Presentation by Court Administrator on Imaging	Smith	10 min.
VI. Personnel Appointments	Council	5 min.
A. Animal Shelter Advisory Committee		
B. Plano Housing Authority		
VII. Council items for discussion/action on future agendas	Council	5 min.
VIII. Consent and Regular Agenda	Council	5 min.
IX. Council Reports	Council	5 min.
A. Council May Receive Information, discuss and provide direction on the following reports:		

- B. Council may receive reports from its other members who serve as liaisons to boards, commissions, and committees

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

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



CITY COUNCIL

1520 AVENUE K

DATE: August 22, 2005

CALL TO ORDER: 7:00 p.m.

INVOCATION: Bahai Faith of Plano

PLEDGE OF ALLEGIANCE: Tejas Girl Scout Council
Cadette Troop 1302

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 AND SPECIAL RECOGNITION</u></p> <p>Proclamation: Library Card Sign-up Month, September 2005</p> <p>Proclamation: World Literacy Month – September 2005</p> <p>Presentation: To Council from Plano Art Association</p> <p>Proclamation: Boy Scout Recruitment Week</p> <p><u>CERTIFICATE OF APPRECIATION</u></p> <p><u>Keep Plano Beautiful Commission</u> Mitch L. Goldstein</p> <p><u>GENERAL DISCUSSION</u></p> <p>In accordance with the Open Meeting Act, the City Council will hear comments of public interest, but any discussion shall be limited to placing the item on a future agenda for further consideration.</p> <p>Remarks are limited to five (5) minutes per speaker, with a maximum of 30 total minutes of testimony. Other time restraints may be directed by the Mayor.</p> <p>Specific factual information or an explanation of current policy may be made in response to an inquiry; but any discussion or decision must be limited to a proposal to place the item on a future agenda. Speakers will be notified when speaking time has expired.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>BOARD/COMMISSION REPORTS</u></p> <p>Plano Housing Authority – Helen Macey Self Sufficiency Committee – JoAnn Rios</p> <p>CONSENT AGENDA</p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial.</u></p> <p><u>Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Council will then take action on the remainder of the Consent Agenda items. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p>(a) <u>Approval of Minutes</u></p> <p>August 8, 2005 August 13, 2005</p> <p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p> <p>(b) To approve Bid No. 2005-208-C for Contract Hauling of Construction Debris to D and D Trucking Company in the amount of \$320,000. This will establish an initial term of a period commencing upon the effective date of the contract and expiring at the time the total dollar value is completed, with an option for two (2) renewals for a like dollar amount.</p> <p>(c) To approve Bid No. 2005-213-B for Steel Signal Pole Assembly to The Pole Company in the amount of \$52,400.</p> <p>(d) To approve Bid No. C193-05 for an annual fixed price contract for Litter and Restroom Service Contract Bid Alternate “Group A” for Parks and Recreation to Northstar Facility Services in the estimated annual amount of \$93,606. This will establish a two-year contract with three optional one-year renewals. Staff recommends rejection of all bids submitted for “Group B” locations as they exceeded estimated expenditures.</p> <p>(e) To approve Bid No. 2005-221-B for one (1) Ford F-450 Extended cab and chassis with service body and air compressor to Westway Ford in the amount of \$37,338.</p> <p>(f) To approve Bid No. 2005-227-B for Shiloh Road – Royal Oaks Drive to Parker Road to JRJ Paving, L.P. in the amount of \$2,293,784. The project consists of the construction of the two southbound lanes of Shiloh Road from Royal Oaks Drive to Parker Road, the construction of the southbound bridge over Brown Branch Creek, landscaping and irrigation of the parkway.</p> <p>(g) To approve Bid No. C015-05 for the Red Light Camera Enforcement Program to Redflex in an amount not to exceed the revenue.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	<p>To reject the \$161,312 purchase and construction bid of a restroom at Cheyenne Park from ROMTEC. This purchase was originally awarded by the City Council at the April 11, 2005 meeting.</p> <p>Purchase from Existing Contract/Agreement: (Purchase of products/services through Cooperative Purchasing Interlocal Contract with another governmental/quasi-governmental agency or an additional purchase from current City of Plano annual purchase agreement).</p>	
(i)	<p>To authorize the purchase of one (1) GMC TC 8500 Cab and Chassis in the amount of \$51,163 from Rush Truck Center and one (1) Petersen TL-3 Boom with Dump Body in the amount of \$40,710 from Heil of Texas through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. (VE10-03; GR01-04).</p>	
(j)	<p>To authorize the purchase of three (3) Hybrid-Electric Sedans, in the amount of \$62,253 from Philpott Motors, Inc., through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase. (VE10-03).</p>	
(k)	<p>To authorize the purchase of two (2) Ford F-450 Extended Cab/Chassis with Utility Body and Man-Lift, in the amount of \$127,493 from Philpott Motors, Inc., through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager to execute any and all documents necessary to effectuate this purchase (HT11-03).</p>	
(l)	<p>To authorize the purchase of a Premier Support Service Contract in the amount of \$56,400 from Microsoft Corporation through a State of Texas Department of Information Resources (DIR) contract, and authorizing the City Manager to execute all necessary documents. (DIR-BUSOP-180)</p>	
(m)	<p>To authorize the purchase of restroom building materials for Cheyenne Park in the amount of \$86,812 from ROMTEC through TXMAS Contract No. 5-56030, and authorizing the City Manager to execute any and all documents necessary to effectuate the purchase.</p> <p>Approval of Contract: (Purchase of products/services exempt from State of Texas Competitive Bid Laws)</p>	
(n)	<p>To approve the terms and conditions of a contract with Halff Associates, Inc., to provide Engineering Services in conjunction with the Jack Carter Park Pool parking lot replacement in an amount not to exceed \$26,050, and authorizing the City Manager to execute any and all documents necessary to effectuate the contract.</p> <p><u>Adoption of Resolutions</u></p>	
(o)	<p>To repeal Resolution No. 2004-6-23(R) which adopted the current Public Funds Investment Policy; approving and adopting a new written Public Funds Investment Policy; and providing an effective date.</p>	
(p)	<p>To approve and authorize refunds of property tax overpayments; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(q)	<p><u>Adoption of Ordinances</u></p> <p>To adopt and enact Supplement Number 69 Revision and Supplement Number 70 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.</p>	
(r)	<p>To abandon all right, title and interest of the City, in and to a portion of that certain variable width right-of-way called Spring Creek Parkway east of Preston Road, being situated in the Jesse Stiff Survey, Abstract Number 793, which is located within the City Limits of Plano, Collin County, Texas; also being a portion of Spring Creek Parkway from Coit Road to Preston Road as recorded in Cabinet F, Page 142 in the Land Records of Collin County, Texas, quitclaiming all right, title and interest of the City in such right-of-way to the abutting property owner, The Legacy Senior Communities, Inc., to the extent of its interest; authorizing the City Manager, to execute any documents deemed necessary; and providing an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>The purpose of a Public Hearing is to receive input and information with the clarification that the focus of the City Council is on the singularly presented position, and not on repetition. To more effectively consider all presentations, applicants will limit their presentations to 15 minutes with a five (5) minute rebuttal time, if needed. All other speakers will be limited to a maximum of 30 total minutes of testimony, and three minutes per individual on any single issue. Other time restraints may be imposed at the discretion of the Mayor.</u></p>	
(1)	<p>Public Hearing on Tax Rate Increase</p>	
(2)	<p>A Resolution of the City of Plano to establish a deferred compensation plan for its employees to be administered by the ICMA Retirement Corporation; authorizing the City Manager to be the coordinator for this program; and providing an effective date.</p>	
(3)	<p>To approve Bid No. C117-05 for a proposal from ICMA Retirement Corporation ("ICMA-RC") to administer the City's Deferred Compensation Plan. Fees associated with this agreement will be absorbed by the 457 Deferred Compensation Plan participants.</p>	
(4)	<p>Public Hearing and an ordinance as requested in Zoning Case 2005-28 – To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, granting Specific Use Permit No. 567 so as to allow the additional use of Winery on 0.1± acre of land located 350± feet west of Preston Road and 670± feet north of Lorimar Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail-Multifamily Residence-2; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Neighborhood #31. Applicant: LSM Center Partners, L.P.</p>	
(5)	<p>An Ordinance to finding, after reasonable notice, that certain rate case expenses of CoServ Gas Ltd. are reasonable; providing for recovery of rate case expenses; providing for repeal of conflicting ordinances; and providing an effective date.</p>	

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



Pat Evans
Mayor

Ken Lambert
Mayor Pro Tem

Scott Johnson
Deputy Mayor Pro Tem

Shep Stahel
Place 1

Loretta Ellerbe
Place 3

Sally Magnuson
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

August 17, 2005

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

Honorable Mayor and City Council:

We will begin our meeting Monday evening in Executive Session with legal advice from the City Attorney.

The Preliminary Open Meeting agenda consists of the Dart Status Report, the Mobility Report and the Comprehensive Monthly Financial Report. You also have a report on imaging by the Court Administrator, Vicki Smith, and personnel appointments.

I look forward to seeing you Monday evening.

Sincerely yours,

Thomas H. Muehlenbeck
City Manager

THM/bn

Preliminary Open Meeting Item II.

DART Report
Robert Pope

IIA



Transportation Mobility / Safety Report

July 2005

- Traffic Signals:

New Signal Construction/Design:

- ✓ **Design traffic signal at Spring Creek and Parkwood**
- Continued installing new 2070 controllers - (65% completed)
- Constructing a traffic signal at Independence/Glenciff

- Traffic Safety:

- ✓ **Developing an agreement with Willow Bend West-V HOA to install decorative traffic sign poles.**
- ✓ **Completed installation of traffic signs and markings for the new McCall Elementary School.**
- Analyzing two completed CIP intersection improvement projects to determine their effectiveness (50% completed)
- Developing "On-Line" customer satisfaction survey (30% completed)
- Analyzing employee commute patterns (15% completed)
- Revising Sections 12.72 & 12.73 of the Code of Ordinances (school zones) (**being reviewed by TAC**)
- Attended monthly TAC meeting
- Attended monthly DRMC, TAC, STTC, and ITE meetings

- Safe Streets Program (SSP)

Participating Neighborhoods

- Royal Oaks Drive (**Conducting follow-up speed studies**)
- Mission Ridge from Parker to Matterhorn (**Conducting follow-up speed studies**)
- Blue Ridge Trail north of Spring Creek (Temporary Plan under development)
- Parkhaven Drive (Temporary Plan under development)
- Winding Hollow Lane (new participating neighborhood)
- Russell Creek Drive (Temporary devices installed 5/05)
- Hawkhurst Drive (Permanent Plan under development)
- Ranier Road (north of Spring Creek Parkway) (**Work Order sent to Public Works to install Permanent Plan**)
- Seabrook (Temporary devices installed 3/05)
- Cumberland Trail (Temporary devices installed 3/05)
- Crossbend from Tumbil Lane to Coit (Temporary devices installed 4/05)
- Ranier Road south of Spring Creek Parkway (**Work Order sent to Public Works to install Temporary Plan**)
- Sailmaker Drive (Temporary *substitution* devices installed)
- Travis Drive (**Temporary devices installed 5/05**)
- Lexington Drive (**Work order sent to Pubic Works to install Temporary Plan**)
- Country Place Drive north of Park Boulevard (**Work order sent to Pubic Works to install Temporary Plan**)
- Peachtree Lane (Temporary Plan vote response due 8/05)
- Parkhaven Drive (**Temporary Plan vote response due 8/05**)

THa

- Silverstone Drive (**Temporary Plan to be mailed to residents 8/2005**)
- Mission Ridge North of Spring Creek (**Work order sent to Pubic Works to install Temporary Plan**)

- Long Range Planning:

- US-75 Ramp Reversal project. (Working with TxDOT (Austin) on Environmental Assessment document approval)
- Revise Plano Thoroughfare Standards (Graphics work **50%** complete)
- Attended DRMC, RTC, STTC meetings

mlc

Preliminary Open Meeting Item IV.

Comprehensive Monthly Financial Report

The background image shows an outdoor patio area of a restaurant. In the foreground, there are several green plastic chairs with white cushions. A large red awning covers the patio area. In the background, there are brick buildings, one of which has a sign that says "The Grill". A person is walking on a sidewalk to the right. The sky is blue with some clouds.

City of Plano
Comprehensive Monthly
Finance Report
July, 2005

ABOUT THIS REPORT

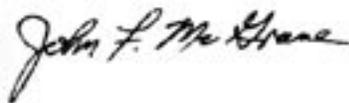
The City of Plano Finance Department is dedicated to excellence in local government, comprehensive fiscal management, compliance and reporting. The Comprehensive Monthly Finance Report (CMFR) is a unique document, directed at providing our audience (internal and external users), with the general awareness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

This report is comprised of five sections:

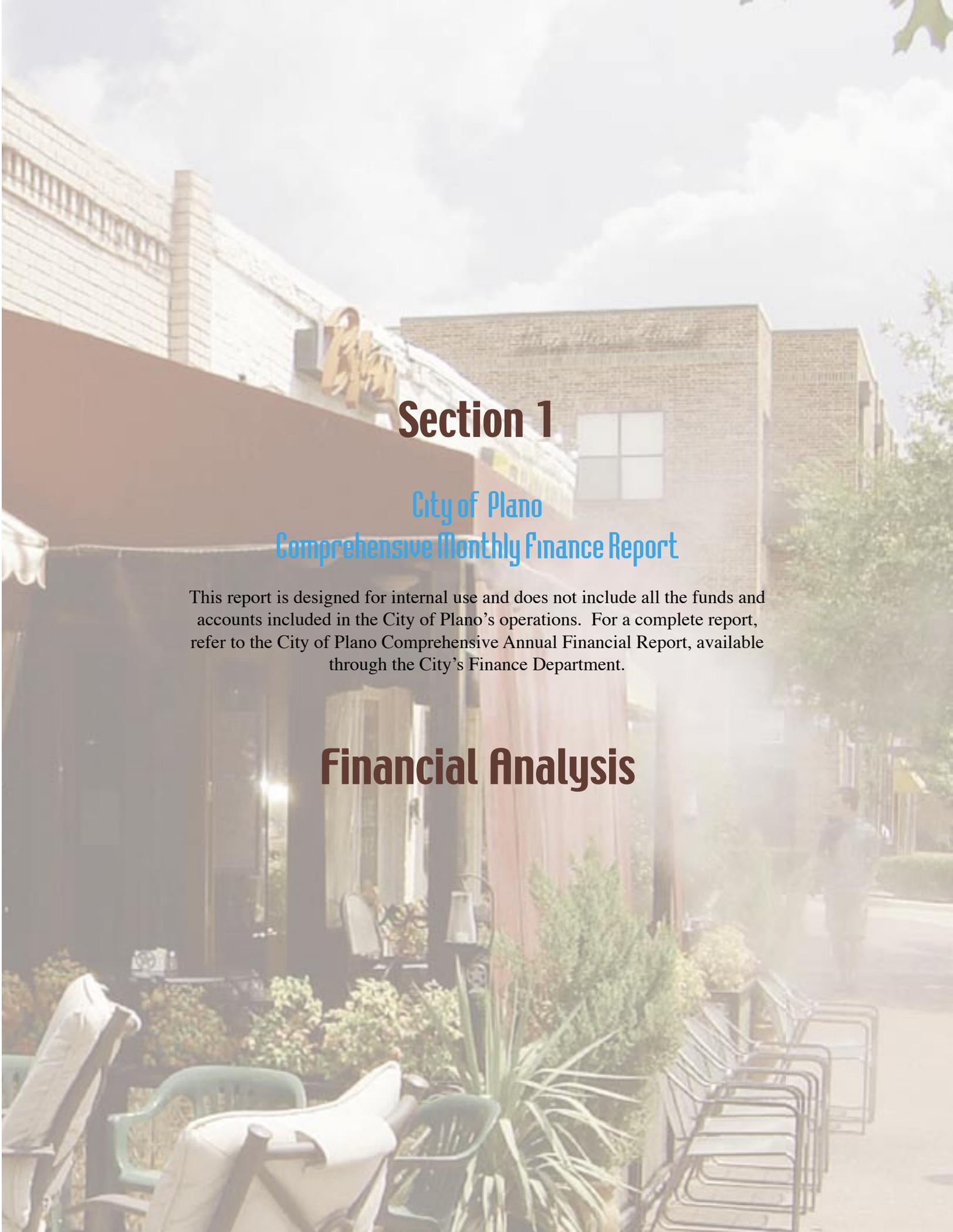
- I. The **Financial Analysis** reports the performance of the major operating funds of the City. Narrative disclosures are used to highlight any significant changes or fluctuations.
- 1A. The **Financial Summary** provides comparative data for major revenue sources and expenditure items.
2. The **Economic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

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

The CMFR is intended to provide our audience with a timely, unique and informative document. Please provide us with any comments or suggestions you may have and should you desire additional information, feel free to contact my office.



John F. McGrane
Director of Finance
P.O. Box 860358
Plano, TX 75006-0358
972-941-7135

The background image shows a city street scene. On the left, there is a brick building with a large, stylized sign that appears to say 'W'. In front of the building is an outdoor seating area with several tables and chairs, some of which are covered with white cloths. To the right, there is a paved sidewalk with a person walking. The sky is bright and cloudy. The overall scene is a typical urban environment.

Section 1

City of Plano Comprehensive Monthly Finance Report

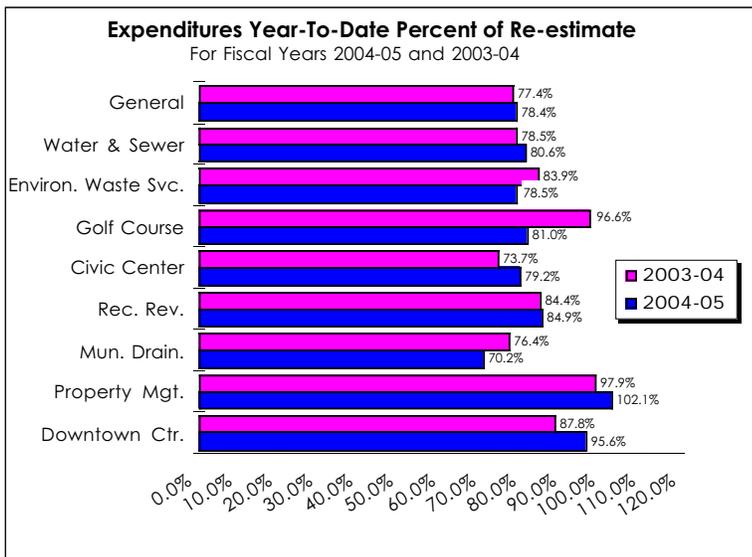
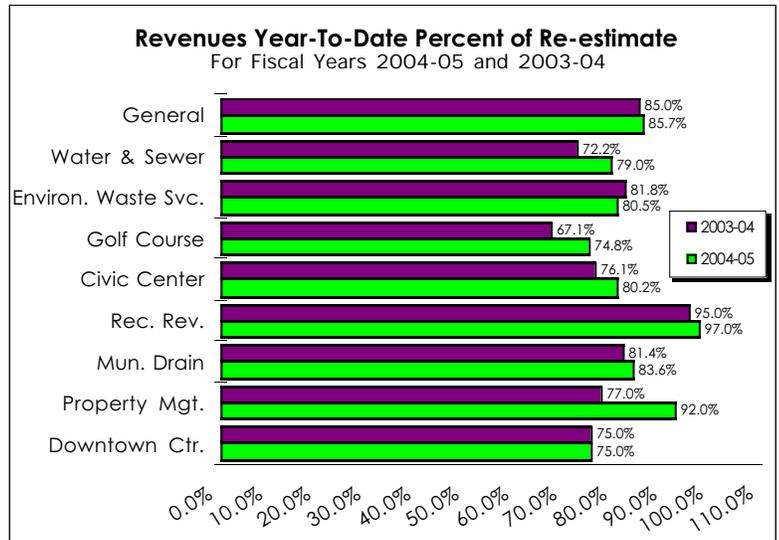
This report is designed for internal use and does not include all the funds and accounts included in the City of Plano's operations. For a complete report, refer to the City of Plano Comprehensive Annual Financial Report, available through the City's Finance Department.

Financial Analysis

REPORT NOTES JULY, 2005

The beginning fund balances in all funds are subject to final audit adjustments.

The graph right compares revenue received to date as a percent of re-estimate for this year and last. The funds representing increases in expenditures as a percent of re-estimate are the Property Management Fund, 15.0%; Golf Course Fund, 7.7%; Water & Sewer Fund, 6.8%; Civic Center Fund, 4.1%; Municipal Drainage Fund, 2.2%; Recreation Revolving Fund, 2.0% and the General Fund, 0.7%. The Environmental Waste Services Fund decreased 1.3% as a percent of re-estimate. The Downtown Center Development Fund remained the same as a percent of re-estimate as compared to prior fiscal year.



The graph left compares expenditures and encumbrances to date as a percent of re-estimate for this year and last.

The funds representing increases in expenditures as a percent of re-estimate are the Property Management Fund, 12.7%; Downtown Center Development Fund, 7.8%; Civic Center Fund, 5.5%; Water & Sewer Fund, 2.1%; General Fund, 1.0% and the Recreation Revolving Fund, 0.5%. Funds representing decreases in expenditures as a percent of re-estimate are the Golf Course Fund, 15.6%; Municipal Drainage Fund, 6.2% and the En

General Fund

Revenues

General Fund total revenues were \$1,283,000 greater than the same period in the prior year. As a percent of re-estimate, revenues increased 0.7%. The increase in revenue over prior year is due to an increase in sales tax, fees and service charges, and interest income revenues. Sales tax revenues increased over prior year by \$1,633,000. When comparing the month of July 2005 and July 2004, an increase of 8.4% in sales tax revenues occurred. Sales tax revenues are re-estimated to \$50,590,000, an increase of \$1,922,000 over budget. Fees and service charge revenues increased \$717,000 as compared to prior year. Engineering inspection fee revenues increased \$286,000 attributed to a larger volume of inspections for roadway, residential and commercial projects performed in the current fiscal year. Interlocal-Plan review revenues increased \$146,000 in the current year due to a rise in inspection hours and hourly service rate charged to the City of Murphy. Ambulatory service revenues increased \$108,000 as compared to prior year due to an increase in allowable rates since the Medicare Prescription Drug Act which went into effect July 1, 2004. In addition, there has been an increase of \$54,000 over prior year in membership card fees revenue as a result of opening the new Liberty Park Recreation Center in June 2004. Miscellaneous revenue increased \$492,000 as compared to prior year mainly due to an increase in interest income of \$455,000 for the quarterly adjustment to current market value as required by Governmental Accounting Standards Board Statement 31. Other taxes also increased in the current year by \$48,000, mainly attributed to an increase of \$45,000 in mixed drink tax. A decrease in General Fund revenues occurred in Ad valorem tax revenues and fines and forfeitures revenues. Ad valorem tax revenue decreased \$925,000, as compared to the previous year due to timing and processing of current year payments. Court fines and forfeitures declined \$688,000 as compared to prior year due to a decrease of citations issued in the current year. The number of citations issued through July in the current fiscal year is 76,939 as compared to 85,325 issued in the same time period in the prior fiscal year. Municipal Court fines and forfeitures are re-estimated down from \$9,590,000 to \$8,197,000 to reflect the decrease in citations and warrants issued.

Expenditures

Expenditures and encumbrances increased \$9,743,000 as compared to prior year. Personal services increased over prior year by \$6,434,000 primarily due to increases in salary and health insurance costs in the current year. Contractual / professional services increased \$2,829,000 due to payments for electric utilities rising \$1,187,000 because of higher rates in the current year. An increase over prior year of \$2,174,000 occurred in technology services charges which are reflective of the 2004-05 budgeted amounts. Municipal garage charges increased over prior year by \$137,000 as well as replacement charges for large equipment and fleet in the amount of \$105,000. Replacement charges for police and fire equipment decreased \$67,000 over prior year due to budgeted amounts to repay the replacement fund for equipment purchased in prior years. Materials and supplies increased \$214,000 as compared to prior year primarily due to an increase in police purchases of minor apparatus of \$56,000, a \$32,000 recreation administration purchase of an automated external defibrillator and an increase in fire encumbrances mainly attributable to an order for purchase of EZ Radios. In addition, wearing apparel expenditures increased \$37,000 and \$99,000 in the police and fire departments, respectively. Ammunition for the Police Department also increased \$57,000 over prior year. Sundry expenditures increased \$178,000 over prior year because of payment made for the \$40,000 sponsorship of the summer 2005 Engineer It! museum exhibit and the Legacy Town Center 2004 Holiday Lighting Festival of \$39,000. In addition, there was an increase in expenditures of \$79,000 attributable to elections held in the current year. The City also experienced an increase in expenditures of \$19,000 for the Blackland Prairie Festival in the current year. Capital outlay increased \$81,000 as compared to prior year attributable to the purchase of police pursuit vehicles in the amount of \$158,000. The Police Department has also increased purchases of radios in the amount of \$55,000 over the prior year. Software expenditures have decreased due to encumbrances for an upgrade of the voicemail system in the prior year in the amount of \$67,000.

Water and Sewer Fund

Water and Sewer revenues have increased by \$3,576,000 when compared to prior fiscal year. Water revenues increased \$3,937,000 while sewer revenues decreased \$291,000 over prior year. The result of the decrease in sewer revenues is attributed to winter quarter average billing. The sewer income re-estimate decreased \$2,376,000 from the original budget for implementation of winter quarter averaging in addition to a decrease in consumption. Water income was re-estimated down by \$1,532,000 to reflect the decreases in customer's water consumption. As a percent of re-estimate, revenues increased 6.8%.

Total expenses increased \$2,296,000 as compared to prior year. Contractual / professional services increased \$2,041,000 primarily due to increased payments to North Texas Municipal Water District (NTMWD) in the current fiscal year. Payment to NTMWD for water is re-estimated to \$25,004,000, a decrease of \$914,000 from the original budget due to a credit from the district for gallons of water contracted for fiscal year 2004-05. Increased expenses for maintenance agreements for the document processor and imaging system and automated meter reading project occurred in the current year. A portion of the increase in contractual / professional services is attributed to encumbered funds of \$60,000 for internet processing payment services due to popularity increasing for on-line payments. Personal services increased \$376,000 over prior fiscal year due to increased salary and health insurance costs in the current year. Materials and supplies increased \$169,000 as compared to prior year attributable to purchase of maintenance parts and supplies pertaining to water meters and water meter accessories. Capital outlay decreased over prior year by \$314,000 due to purchase of equipment for the automated meter reading project in the prior fiscal year decreasing by \$896,000. This decrease is offset by an increase in capital outlay for the purchase of Rice Field in the current year in the amount of \$551,000. Expenses and encumbrances increased 2.1% as a percent of re-estimate.

Environmental Waste Services Fund

Revenues in the Environmental Waste Services Fund increased \$343,000 over the prior year. Residential revenues increased \$185,000 as compared to last fiscal year due to an increase in customers serviced. Commercial franchise fee revenues increased \$86,000 over prior year. In addition, tipping fee revenues, which are collected when other cities and commercial businesses bring yard waste, wood and other types of material used to make compost products, increased \$56,000 over prior year. Recycling revenues increased \$182,000 for the re-estimated budget as compared to the original budget. In addition, the sale/delivery of compost revenue was re-estimated down by \$56,000 from the original budget. As a percent of re-estimate, revenues decreased 1.3%.

Total expenses and encumbrances increased \$575,000 over the prior year. The variance is primarily attributed to salary and health insurance cost increases in the current year in the amount of \$385,000. In addition, capital outlay increased \$120,000 as a result of the approved fiscal year 04-05 budgeted purchase of a tractor, trailer and a tilt cab truck with a dump body in the amount of \$151,000. Contractual / professional services increased over prior year by \$110,000 due to an increase in municipal garage charges of \$152,000 for environmental waste services equipment maintained by equipment services. The 2004-05 re-estimate payment to North Texas Municipal Water District includes a \$469,000 increase due to waste disposal expenses. As a percent of re-estimate, expenses and encumbrances decreased 5.4%

Golf Course Fund

Revenues in the Golf Course Fund increased \$132,000 as compared to prior year. Golf Fund miscellaneous revenues increased \$75,000 due to the \$84,000 appreciation payment for American Golf's management lease sale of a portion of Ridgeview Ranch. In addition, there has been an increase in fees ranging from \$1.00-\$4.00 per round in the current year. Although in the current year more rainfall has occurred, participation has increased on playable days. As a percent of re-estimate, revenues increased 7.7%.

Total expenses and encumbrances decreased \$1,499,000 as compared to prior year. Capital outlay decreased \$1,477,000 over prior year due to completion of the clubhouse. The certificate of occupancy for the clubhouse was issued in March 2004. As a percent of re-estimate, expenses and encumbrances decreased 15.6%.

Civic Center Fund

Revenues in the Civic Center Fund increased \$528,000 as compared to the prior year. Hotel/motel tax revenue increased \$322,000 as compared to the prior year in addition to inside catering revenues increasing \$126,000 due to an increase of catered events being booked at the Plano Centre. Concession revenues also increased \$36,000 due to the opening of the clubhouse at Pecan Hollow. The re-estimate for hotel/motel tax revenues is reported at \$3,328,000 which is an increase of \$392,000 over the original budget. Civic Center fees have been re-estimated down by \$305,000 to \$2,132,000. As a percent of re-estimate, revenues increased 4.1%.

Total expenses and encumbrances increased \$429,000 as compared to prior fiscal year. The rise in expenses is primarily attributed to increased salary and health insurance costs in the current year in the amount of \$250,000. Contractual services have increased \$157,000 as compared to the prior year attributable to electric payments increasing by \$100,000 due to higher rates experienced in the current year. Expenses and encumbrances increased 5.5% as a percent of re-estimate.

Recreation Revolving Fund

Total revenues are \$20,000 greater than prior fiscal year primarily due to an increase in interest income of \$20,000. Recreation revenues for the Liberty Recreation Center increased over prior year by \$105,000 since the opening in June 2004 while fall recreation class revenues decreased by \$80,000. As a percent of re-estimate, revenues increased 2.0%.

Total expenses and encumbrances increased \$29,000 as compared to prior year. Personal services increased \$33,000 due to increased salary and health insurance costs in the current fiscal year. In addition, due to an overall decrease in participation for recreation programs, contractual labor and educational and recreational materials and supplies has declined \$18,000 and \$17,000, respectively, in the current year. This decrease is offset by an increase in contractual labor services since the opening of Liberty Recreation Center in June 2004. As a percent of re-estimate, expenses and encumbrances increased 0.5%.

Municipal Drainage Fund

Municipal Drainage Fund revenues increased \$155,000 over prior year. Drainage fee revenues increased \$97,000, as well as interest income increasing \$54,000 in the current fiscal year. As a percent of re-estimate, revenues increased 2.2%.

Expenses and encumbrances increased \$81,000 over the prior year. Personal services increased \$49,000 over prior year to due an increase in salary and health insurance costs. Materials and supplies have increased by \$20,000, mainly attributable to purchases made for the public landscape class and various maintenance parts. As a percent of re-estimate, expenses and encumbrances decreased 6.2%.

Property Management Fund

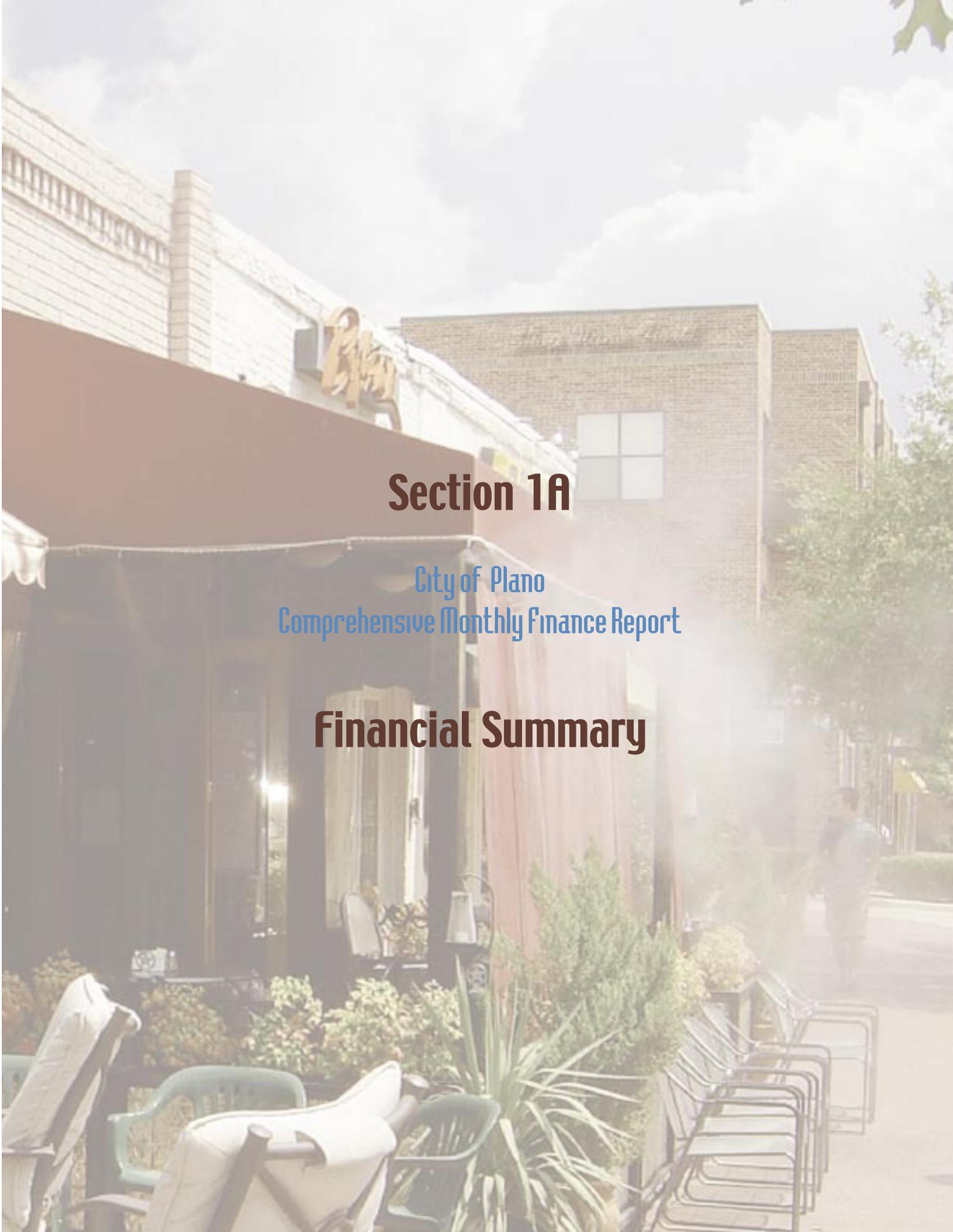
Rental revenues increased \$12,000 as compared to prior year. As a percent of re-estimate, revenues increased 15.0%.

Expenses and encumbrances increased \$5,000 due to funds in the prior year used to resurface Downtown Center South's parking lot in the amount of \$16,000. An increase occurred in contractual / professional services in the amount of \$23,000 primarily attributed to a new roof system and miscellaneous maintenance repairs related to Downtown Center North, which is reflected in the re-estimate. As a percent of re-estimate, expenses and encumbrances increased 12.7%.

Downtown Center Development Fund

Rental revenues remained the same as compared to prior year. As a percent of re-estimate, revenues were unchanged.

Expenses and encumbrances remained unchanged as compared to prior year. As a percent of re-estimate, expenses and encumbrances increased 7.8%.



Section 1A

City of Plano
Comprehensive Monthly Finance Report

Financial Summary

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
GENERAL FUND**

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Ad valorem tax	2005	\$ 58,007,000	58,007,000	57,535,000	99.2%	119.02
	2004	58,761,000	58,761,000	58,460,000	99.5%	119.39
	2003	57,432,000	57,432,000	57,497,000	100.1%	120.14
Sales tax	2005	48,668,000	50,590,000	44,065,000	87.1%	104.52
	2004	44,279,000	48,668,000	42,432,000	87.2%	104.62
	2003	45,129,000	44,279,000	39,267,000	88.7%	106.42
Other taxes	2005	688,000	769,000	583,000	75.8%	90.98
	2004	631,000	685,000	535,000	78.1%	93.72
	2003	589,000	619,000	470,000	75.9%	91.11
Franchise fees	2005	19,973,000	18,864,000	8,422,000	44.6%	53.58
	2004	19,001,000	20,027,000	8,352,000	41.7%	50.04
	2003	18,565,000	19,465,000	7,947,000	40.8%	48.99
Fines and forfeitures	2005	9,858,000	8,510,000	6,949,000	81.7%	97.99
	2004	9,216,000	9,449,000	7,634,000	80.8%	96.95
	2003	8,749,000	8,790,000	7,501,000	85.3%	102.40
Licenses and permits	2005	4,483,000	4,937,000	4,339,000	87.9%	105.46
	2004	3,820,000	5,037,000	4,419,000	87.7%	105.28
	2003	3,955,000	4,386,000	3,957,000	90.2%	108.26
Fees and service charges	2005	7,098,000	7,732,000	6,652,000	86.0%	103.24
	2004	7,254,000	7,176,000	5,935,000	82.7%	99.25
	2003	7,613,000	7,078,000	5,778,000	81.6%	97.96
Intergovernmental revenue	2005	566,000	643,000	528,000	82.1%	98.54
	2004	562,000	613,000	515,000	84.0%	100.82
	2003	558,000	671,000	548,000	81.7%	98.00
Miscellaneous revenue	2005	1,669,000	2,135,000	1,306,000	61.2%	73.41
	2004	1,607,000	1,415,000	814,000	57.5%	69.03
	2003	1,889,000	1,596,000	1,150,000	72.1%	86.47
TOTAL REVENUE	2005	151,010,000	152,187,000	130,379,000	85.7%	102.80
	2004	145,131,000	151,831,000	129,096,000	85.0%	102.03
	2003	144,479,000	144,316,000	124,115,000	86.0%	103.20

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
GENERAL FUND, continued**

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
EXPENDITURES & ENCUMBRANCES:						
Personal services	2005	\$ 127,026,000	120,298,000	96,439,000	80.2%	N/A
	2004	117,516,000	113,848,000	90,005,000	79.1%	N/A
	2003	109,062,000	108,357,000	88,416,000	81.6%	N/A
Materials and supplies	2005	5,482,000	5,779,000	4,059,000	70.2%	84.28
	2004	5,000,000	5,507,000	3,845,000	69.8%	83.78
	2003	5,338,000	5,208,000	3,649,000	70.1%	84.08
Contractual / professional	2005	33,375,000	34,043,000	25,460,000	74.8%	89.75
	2004	30,663,000	30,747,000	22,631,000	73.6%	88.32
	2003	28,806,000	28,557,000	19,200,000	67.2%	80.68
Sundry	2005	981,000	1,110,000	772,000	69.5%	83.46
	2004	838,000	892,000	594,000	66.6%	79.91
	2003	873,000	1,196,000	591,000	49.4%	59.30
Reimbursements	2005	(1,432,000)	(1,347,000)	(1,110,000)	82.4%	98.89
	2004	(1,419,000)	(1,377,000)	(1,117,000)	81.1%	97.34
	2003	(1,176,000)	(1,119,000)	(981,000)	87.7%	105.20
Capital outlay	2005	1,458,000	2,365,000	1,508,000	63.8%	76.52
	2004	1,100,000	1,962,000	1,427,000	72.7%	87.28
	2003	1,287,000	2,629,000	2,137,000	81.3%	97.54
Total Expenditures and Encumbrances	2005	166,890,000	162,248,000	127,128,000	78.4%	94.02
	2004	153,698,000	151,579,000	117,385,000	77.4%	92.93
	2003	144,190,000	144,828,000	113,012,000	78.0%	93.64
Excess (Deficiency) of Revenues Over Expenditures	2005	(15,880,000)	(10,061,000)	3,251,000	-	-
	2004	(8,567,000)	252,000	11,711,000	-	-
	2003	289,000	(512,000)	11,103,000	-	-
TRANSFERS IN (OUT):						
Operating transfers in	2005	13,789,000	14,213,000	11,491,000	80.8%	97.02
	2004	13,158,000	13,126,000	10,965,000	83.5%	100.24
	2003	11,598,000	12,559,000	9,665,000	77.0%	92.35
Operating transfers out	2005	(13,339,000)	(13,373,000)	(11,387,000)	85.1%	102.18
	2004	(12,879,000)	(14,222,000)	(11,196,000)	78.7%	94.47
	2003	(13,508,000)	(14,179,000)	(11,607,000)	81.9%	98.23
Excess (Deficiency) of Revenues and Transfers In Over Expenditures and Transfers Out	2005	(15,430,000)	(9,221,000)	3,355,000		
	2004	(8,288,000)	(844,000)	11,480,000		
	2003	(1,621,000)	(2,132,000)	9,161,000		
OPERATING FUND BALANCE OCTOBER 1	2005			39,497,000		
	2004			29,802,000		
	2003			22,879,000		
OPERATING FUND BALANCE JULY 31	2005			42,852,000		
	2004			41,282,000		
	2003			32,040,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$1,450,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
WATER AND SEWER FUND**

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Water and sewer revenue	2005	\$ 80,656,000	76,775,000	60,814,000	79.2%	95.05
	2004	80,768,000	79,244,000	57,152,000	72.1%	86.55
	2003	75,086,000	77,042,000	58,394,000	75.8%	90.95
Other fees and service charges	2005	2,188,000	2,286,000	1,629,000	71.3%	85.51
	2004	2,382,000	2,245,000	1,715,000	76.4%	91.67
	2003	2,742,000	2,381,000	1,765,000	74.1%	88.95
TOTAL REVENUE	2005	82,844,000	79,061,000	62,443,000	79.0%	94.78
	2004	83,150,000	81,489,000	58,867,000	72.2%	86.69
	2003	77,828,000	79,423,000	60,159,000	75.7%	90.89
EXPENSES & ENCUMBRANCES:						
Personal services	2005	8,215,000	7,877,000	6,314,000	80.2%	N/A
	2004	7,819,000	7,558,000	5,938,000	78.6%	N/A
	2003	7,464,000	7,620,000	5,851,000	76.8%	N/A
Materials and supplies	2005	1,672,000	1,846,000	1,561,000	84.6%	101.47
	2004	1,585,000	1,728,000	1,392,000	80.6%	96.67
	2003	1,304,000	1,446,000	1,150,000	79.5%	95.44
Contractual / professional and other	2005	47,595,000	46,284,000	37,271,000	80.5%	96.63
	2004	46,754,000	45,241,000	35,230,000	77.9%	93.45
	2003	44,104,000	42,739,000	33,649,000	78.7%	94.48
Reimbursements	2005	148,000	151,000	123,000	81.5%	97.75
	2004	177,000	120,000	99,000	82.5%	99.00
	2003	(71,000)	(1,000)	(60,000)	6000.0%	7200.00
Capital outlay	2005	1,064,000	1,958,000	1,601,000	81.8%	98.12
	2004	2,020,000	2,100,000	1,915,000	91.2%	109.43
	2003	1,994,000	3,839,000	3,844,000	100.1%	120.16
Total Expenses and Encumbrances	2005	58,694,000	58,116,000	46,870,000	80.6%	96.78
	2004	58,355,000	56,747,000	44,574,000	78.5%	94.26
	2003	54,795,000	55,643,000	44,434,000	79.9%	95.83
Excess (Deficiency) of Revenues Over Expenses	2005	24,150,000	20,945,000	15,573,000	-	-
	2004	24,795,000	24,742,000	14,293,000	-	-
	2003	23,033,000	23,780,000	15,725,000	-	-
TRANSFERS IN (OUT):						
Operating transfers in	2005	469,000	328,000	391,000	119.2%	143.05
	2004	469,000	469,000	391,000	83.4%	100.04
	2003	469,000	469,000	-	-	-
Operating transfers out	2005	(28,413,000)	(25,053,000)	(23,677,000)	94.5%	113.41
	2004	(27,782,000)	(27,876,000)	(23,152,000)	83.1%	99.66
	2003	(26,122,000)	(27,334,000)	(21,768,000)	79.6%	95.56

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
WATER AND SEWER FUND, continued**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>Recommended Re-estimated Budget</u>	<u>10 Months Actual</u>	<u>Actual/ Re-estimate</u>	<u>Performance Index</u>
Excess (Deficiency) of Revenues and Transfers In Over Expenses and Transfers Out	2005 \$	(3,794,000)	(3,780,000)	(7,713,000)		
	2004	(2,518,000)	(2,665,000)	(8,468,000)		
	2003	(2,620,000)	(3,085,000)	(6,043,000)		
OPERATING FUND BALANCE OCTOBER 1	2005			319,626,000		
	2004			324,442,000		
	2003			<u>326,581,000</u>		
OPERATING FUND BALANCE JULY 31	2005			311,913,000		
	2004			315,974,000		
	2003			<u>320,538,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$630,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
ENVIRONMENTAL WASTE SERVICES FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>Recommended Re-estimated Budget</u>	<u>10 Months Actual</u>	<u>Actual/ Re-estimate</u>	<u>Performance Index</u>
REVENUES:						
Commerical solid waste franchise	2005	\$ 5,161,000	5,210,000	4,174,000	80.1%	96.14
	2004	4,963,000	5,069,000	4,088,000	80.6%	96.78
	2003	4,806,000	4,944,000	4,075,000	82.4%	98.91
Refuse collection revenue	2005	11,035,000	11,238,000	9,281,000	82.6%	99.10
	2004	10,444,000	10,946,000	9,078,000	82.9%	99.52
	2003	9,273,000	9,290,000	7,598,000	81.8%	98.14
Other fees and service charges	2005	1,113,000	1,193,000	752,000	63.0%	75.64
	2004	913,000	938,000	698,000	74.4%	89.30
	2003	932,000	634,000	505,000	79.7%	95.58
TOTAL REVENUE	2005	17,309,000	17,641,000	14,207,000	80.5%	96.64
	2004	16,320,000	16,953,000	13,864,000	81.8%	98.13
	2003	15,011,000	14,868,000	12,178,000	81.9%	98.29
EXPENSES & ENCUMBRANCES:						
Personal services	2005	4,938,000	4,676,000	3,764,000	80.5%	N/A
	2004	4,673,000	4,379,000	3,379,000	77.2%	N/A
	2003	4,384,000	4,435,000	3,337,000	75.2%	N/A
Materials and supplies	2005	265,000	266,000	211,000	79.3%	95.19
	2004	266,000	262,000	194,000	74.0%	88.85
	2003	352,000	271,000	173,000	63.8%	76.61
Contractual / professional	2005	10,361,000	10,892,000	8,748,000	80.3%	96.38
	2004	9,979,000	9,940,000	8,638,000	86.9%	104.28
	2003	9,302,000	9,195,000	7,732,000	84.1%	100.91
Sundry	2005	80,000	76,000	61,000	80.3%	96.32
	2004	77,000	91,000	68,000	74.7%	89.67
	2003	121,000	82,000	52,000	63.4%	76.10
Reimbursements	2005	39,000	42,000	(3,000)	-7.1%	(8.57)
	2004	49,000	15,000	47,000	313.3%	376.00
	2003	48,000	47,000	27,000	57.4%	68.94
Capital outlay	2005	436,000	552,000	169,000	30.6%	36.74
	2004	14,000	66,000	49,000	74.2%	89.09
	2003	21,000	88,000	22,000	25.0%	30.00
Total Expenses and Encumbrances	2005	16,119,000	16,504,000	12,950,000	78.5%	94.16
	2004	15,058,000	14,753,000	12,375,000	83.9%	100.66
	2003	14,228,000	14,118,000	11,343,000	80.3%	96.41
Excess (Deficiency) of Revenues Over Expenses	2005	1,190,000	1,137,000	1,257,000	-	-
	2004	1,262,000	2,200,000	1,489,000	-	-
	2003	783,000	750,000	835,000	-	-
TRANSFERS OUT:						
Operating transfers out	2005	(1,160,000)	(1,166,000)	(967,000)	82.9%	99.52
	2004	(1,282,000)	(1,099,000)	(1,068,000)	97.2%	116.62
	2003	(1,130,000)	(1,327,000)	(941,000)	70.9%	85.09

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
ENVIRONMENTAL WASTE SERVICES FUND, continued**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>Recommended Re-estimated Budget</u>	<u>10 Months Actual</u>	<u>Actual/ Re-estimate</u>	<u>Performance Index</u>
Excess (Deficiency) of Revenues	2005	\$ 30,000	(29,000)	290,000		
Over Expenses and Transfers Out	2004	(20,000)	1,101,000	421,000		
	2003	(347,000)	(577,000)	(106,000)		
OPERATING FUND BALANCE	2005			2,902,000		
OCTOBER 1	2004			2,305,000		
	2003			<u>2,824,000</u>		
OPERATING FUND BALANCE	2005			3,192,000		
JULY 31	2004			2,726,000		
	2003			<u><u>2,718,000</u></u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$287,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
MUNICIPAL GOLF COURSE FUND**

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Fees and service charges	2005	\$ 1,011,000	1,000,000	740,000	74.0%	88.80
	2004	1,025,000	994,000	683,000	68.7%	82.45
	2003	1,072,000	848,000	685,000	80.8%	96.93
Miscellaneous revenue	2005	61,000	106,000	87,000	82.1%	98.49
	2004	74,000	42,000	12,000	28.6%	34.29
	2003	48,000	60,000	56,000	93.3%	112.00
TOTAL REVENUE	2005	1,072,000	1,106,000	827,000	74.8%	89.73
	2004	1,099,000	1,036,000	695,000	67.1%	80.50
	2003	1,120,000	908,000	741,000	81.6%	97.93
EXPENSES & ENCUMBRANCES:						
Personal services	2005	614,000	578,000	484,000	83.7%	N/A
	2004	550,000	547,000	432,000	79.0%	N/A
	2003	532,000	500,000	415,000	83.0%	N/A
Materials and supplies	2005	151,000	139,000	101,000	72.7%	87.19
	2004	157,000	133,000	170,000	127.8%	153.38
	2003	157,000	135,000	72,000	53.3%	64.00
Contractual / professional and other	2005	171,000	167,000	130,000	77.8%	93.41
	2004	234,000	174,000	135,000	77.6%	93.10
	2003	216,000	201,000	121,000	60.2%	72.24
Capital outlay	2005	-	-	1,000	-	-
	2004	1,440,000	1,440,000	1,478,000	102.6%	123.17
	2003	1,695,000	2,375,000	1,253,000	52.8%	63.31
Total Expenses and Encumbrances	2005	936,000	884,000	716,000	81.0%	97.19
	2004	2,381,000	2,294,000	2,215,000	96.6%	115.87
	2003	2,600,000	3,211,000	1,861,000	58.0%	69.55
Excess (Deficiency) of Revenues Over Expenses	2005	136,000	222,000	111,000	-	-
	2004	(1,282,000)	(1,258,000)	(1,520,000)	-	-
	2003	(1,480,000)	(2,303,000)	(1,120,000)	-	-
TRANSFERS OUT:						
Operating transfers out	2005	(54,000)	-	(44,000)	-	-
	2004	(55,000)	(52,000)	(46,000)	88.5%	106.15
	2003	(56,000)	(45,000)	(47,000)	104.4%	125.33
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2005	82,000	222,000	67,000		
	2004	(1,337,000)	(1,310,000)	(1,566,000)		
	2003	(1,536,000)	(2,348,000)	(1,167,000)		
OPERATING FUND BALANCE OCTOBER 1	2005			2,333,000		
	2004			2,663,000		
	2003			2,717,000		
OPERATING FUND BALANCE JULY 31	2005			2,400,000		
	2004			1,097,000		
	2003			1,550,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$24,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
CIVIC CENTER FUND**

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Hotel occupancy tax	2005	\$ 2,936,000	3,328,000	2,546,000	76.5%	91.80
	2004	2,805,000	2,805,000	2,224,000	79.3%	95.14
	2003	3,124,000	2,805,000	2,195,000	78.3%	93.90
Fees and service charges	2005	2,467,000	2,157,000	1,851,000	85.8%	102.98
	2004	2,535,000	2,278,000	1,645,000	72.2%	86.65
	2003	2,812,000	2,171,000	1,711,000	78.8%	94.57
TOTAL REVENUE	2005	5,403,000	5,485,000	4,397,000	80.2%	96.20
	2004	5,340,000	5,083,000	3,869,000	76.1%	91.34
	2003	5,936,000	4,976,000	3,906,000	78.5%	94.20
EXPENSES & ENCUMBRANCES:						
Personal services	2005	2,477,000	2,395,000	1,819,000	75.9%	N/A
	2004	2,219,000	2,101,000	1,569,000	74.7%	N/A
	2003	2,250,000	2,048,000	1,562,000	76.3%	N/A
Materials and supplies	2005	753,000	610,000	452,000	74.1%	88.92
	2004	803,000	670,000	432,000	64.5%	77.37
	2003	939,000	586,000	443,000	75.6%	90.72
Contractual / professional and other	2005	2,408,000	2,336,000	1,955,000	83.7%	100.43
	2004	2,492,000	2,329,000	1,798,000	77.2%	92.64
	2003	2,595,000	2,305,000	1,711,000	74.2%	89.08
Capital outlay	2005	-	8,000	12,000	150.0%	-
	2004	99,000	69,000	10,000	14.5%	17.39
	2003	119,000	22,000	16,000	72.7%	87.27
Total Expenses and Encumbrances	2005	5,638,000	5,349,000	4,238,000	79.2%	95.08
	2004	5,613,000	5,169,000	3,809,000	73.7%	88.43
	2003	5,903,000	4,961,000	3,732,000	75.2%	90.27
Excess (Deficiency) of Revenues Over Expenses	2005	(235,000)	136,000	159,000	-	-
	2004	(273,000)	(86,000)	60,000	-	-
	2003	33,000	15,000	174,000	-	-
TRANSFERS OUT :						
Operating transfers out	2005	(437,000)	(441,000)	(364,000)	82.5%	99.05
	2004	(267,000)	(254,000)	(223,000)	87.8%	105.35
	2003	(544,000)	(496,000)	(454,000)	91.5%	109.84
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2005	(672,000)	(305,000)	(205,000)		
	2004	(540,000)	(340,000)	(163,000)		
	2003	(511,000)	(481,000)	(280,000)		
OPERATING FUND BALANCE OCTOBER 1	2005			7,504,000		
	2004			7,756,000		
	2003			8,526,000		
OPERATING FUND BALANCE JULY 31	2005			7,299,000		
	2004			7,593,000		
	2003			8,246,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$52,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
RECREATION REVOLVING FUND**

	<u>Fiscal Year</u>	<u>Annual Budget</u>	<u>Recommended Re-estimated Budget</u>	<u>10 Months Actual</u>	<u>Actual/ Re-estimate</u>	<u>Performance Index</u>
REVENUES:						
Fees and service charges	2005	\$ 2,522,000	2,493,000	2,402,000	96.3%	115.62
	2004	2,543,000	2,523,000	2,424,000	96.1%	115.29
	2003	2,551,000	2,498,000	2,375,000	95.1%	114.09
Miscellaneous revenue	2005	35,000	36,000	50,000	138.9%	166.67
	2004	29,000	36,000	8,000	22.2%	26.67
	2003	26,000	41,000	34,000	82.9%	99.51
TOTAL REVENUE	2005	2,557,000	2,529,000	2,452,000	97.0%	116.35
	2004	2,572,000	2,559,000	2,432,000	95.0%	114.04
	2003	2,577,000	2,539,000	2,409,000	94.9%	113.86
EXPENSES & ENCUMBRANCES:						
Personal services	2005	1,004,000	907,000	741,000	81.7%	N/A
	2004	987,000	974,000	708,000	72.7%	N/A
	2003	891,000	889,000	708,000	79.6%	N/A
Materials and supplies	2005	174,000	167,000	135,000	80.8%	97.01
	2004	203,000	181,000	157,000	86.7%	104.09
	2003	212,000	208,000	165,000	79.3%	95.19
Contractual / professional	2005	1,220,000	1,245,000	1,120,000	90.0%	107.95
	2004	1,179,000	1,162,000	1,100,000	94.7%	113.60
	2003	1,116,000	1,157,000	1,133,000	97.9%	117.51
Sundry	2005	32,000	53,000	19,000	35.8%	43.02
	2004	21,000	35,000	20,000	57.1%	68.57
	2003	36,000	33,000	24,000	72.7%	87.27
Capital outlay	2005	-	-	-	-	-
	2004	-	-	1,000	-	-
	2003	-	4,000	4,000	100.0%	-
Total Expenses and Encumbrances	2005	2,430,000	2,372,000	2,015,000	84.9%	101.94
	2004	2,390,000	2,352,000	1,986,000	84.4%	101.33
	2003	2,255,000	2,291,000	2,034,000	88.8%	106.54
Excess (Deficiency) of Revenues Over Expenses	2005	127,000	157,000	437,000	-	-
	2004	182,000	207,000	446,000	-	-
	2003	322,000	248,000	375,000	-	-
TRANSFERS OUT:						
Operating transfers out	2005	(128,000)	(126,000)	(107,000)	84.9%	101.90
	2004	(129,000)	(128,000)	(107,000)	83.6%	100.31
	2003	(129,000)	(127,000)	(107,000)	84.3%	101.10
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2005	(1,000)	31,000	330,000		
	2004	53,000	79,000	339,000		
	2003	193,000	121,000	268,000		
OPERATING FUND BALANCE OCTOBER 1	2005			123,000		
	2004			7,000		
	2003			11,000		
OPERATING FUND BALANCE JULY 31	2005			453,000		
	2004			346,000		
	2003			279,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$24,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
MUNICIPAL DRAINAGE FUND**

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Fees and service charges	2005	\$ 4,788,000	4,788,000	3,983,000	83.2%	99.82
	2004	4,782,000	4,752,000	3,887,000	81.8%	98.16
	2003	4,415,000	4,728,000	3,829,000	81.0%	97.18
Miscellaneous revenue	2005	35,000	50,000	63,000	126.0%	151.20
	2004	20,000	30,000	4,000	13.3%	16.00
	2003	5,000	20,000	19,000	95.0%	114.00
TOTAL REVENUE	2005	4,823,000	4,838,000	4,046,000	83.6%	100.36
	2004	4,802,000	4,782,000	3,891,000	81.4%	97.64
	2003	4,420,000	4,748,000	3,848,000	81.0%	97.25
EXPENSES & ENCUMBRANCES:						
Personal services	2005	1,005,000	971,000	757,000	78.0%	N/A
	2004	912,000	897,000	708,000	78.9%	N/A
	2003	864,000	824,000	612,000	74.3%	N/A
Materials and supplies	2005	120,000	153,000	112,000	73.2%	87.84
	2004	119,000	127,000	92,000	72.4%	86.93
	2003	124,000	137,000	71,000	51.8%	62.19
Contractual / professional and other	2005	844,000	988,000	612,000	61.9%	74.33
	2004	828,000	810,000	600,000	74.1%	88.89
	2003	798,000	898,000	577,000	64.3%	77.10
Capital outlay	2005	-	2,000	2,000	100.0%	-
	2004	-	-	2,000	-	-
	2003	-	-	-	-	-
Total Expenses and Encumbrances	2005	1,969,000	2,114,000	1,483,000	70.2%	84.18
	2004	1,859,000	1,834,000	1,402,000	76.4%	91.73
	2003	1,786,000	1,859,000	1,260,000	67.8%	81.33
Excess (Deficiency) of Revenues Over Expenses	2005	2,854,000	2,724,000	2,563,000	-	-
	2004	2,943,000	2,948,000	2,489,000	-	-
	2003	2,634,000	2,889,000	2,588,000	-	-
TRANSFERS IN (OUT):						
Operating transfers in	2005	-	1,300,000	1,315,000	101.2%	-
	2004	-	-	-	-	-
	2003	-	-	-	-	-
Operating transfers out	2005	(2,514,000)	(2,546,000)	(2,057,000)	80.8%	96.95
	2004	(2,493,000)	(2,493,000)	(1,890,000)	75.8%	90.97
	2003	(2,614,000)	(2,630,000)	(2,179,000)	82.9%	99.42
Excess (Deficiency) of Revenues Over Expenses and Transfers Out	2005	340,000	178,000	1,821,000		
	2004	450,000	455,000	599,000		
	2003	20,000	259,000	409,000		
OPERATING FUND BALANCE OCTOBER 1	2005			14,995,000		
	2004			13,749,000		
	2003			13,068,000		
OPERATING FUND BALANCE JULY 31	2005			16,816,000		
	2004			14,348,000		
	2003			13,477,000		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$53,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
PROPERTY MANAGEMENT FUND**

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Rental and other revenue	2005	\$ 79,000	75,000	69,000	92.0%	110.40
	2004	76,000	74,000	57,000	77.0%	92.43
	2003	<u>76,000</u>	<u>76,000</u>	<u>81,000</u>	106.6%	127.89
EXPENSES & ENCUMBRANCES						
Materials and supplies	2005	1,000	3,000	3,000	100.0%	120.00
	2004	1,000	3,000	5,000	166.7%	200.00
	2003	-	1,000	1,000	100.0%	120.00
Contractual / professional	2005	19,000	44,000	49,000	111.4%	133.64
	2004	19,000	29,000	26,000	89.7%	107.59
	2003	47,000	22,000	37,000	168.2%	201.82
Capital Outlay	2005	-	-	-	-	-
	2004	16,000	16,000	16,000	100.0%	120.00
	2003	<u>-</u>	<u>46,000</u>	<u>15,000</u>	32.6%	39.13
Total Expenses and Encumbrances	2005	20,000	47,000	52,000	110.6%	132.77
	2004	36,000	48,000	47,000	97.9%	117.50
	2003	<u>47,000</u>	<u>69,000</u>	<u>53,000</u>	76.8%	92.17
Excess (Deficiency) of Revenues Over Expenses	2005	59,000	28,000	17,000	-	-
	2004	40,000	26,000	10,000	-	-
	2003	29,000	7,000	28,000	-	-
OPERATING FUND BALANCE OCTOBER 1	2005			1,607,000		
	2004			1,615,000		
	2003			<u>1,591,000</u>		
OPERATING FUND BALANCE JULY 31	2005			1,624,000		
	2004			1,625,000		
	2003			<u>1,619,000</u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.
Encumbrances in current year equal \$4,000

**MONTHLY FINANCIAL SUMMARY REPORT
THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003
DOWNTOWN CENTER DEVELOPMENT FUND**

	Fiscal Year	Annual Budget	Recommended Re-estimated Budget	10 Months Actual	Actual/ Re-estimate	Performance Index
REVENUES:						
Rental and other revenue	2005	\$ 68,000	68,000	51,000	75.0%	90.00
	2004	68,000	68,000	51,000	75.0%	90.00
	2003	<u>68,000</u>	<u>68,000</u>	<u>62,000</u>	91.2%	109.41
EXPENSES & ENCUMBRANCES						
Contractual / professional	2005	45,000	45,000	43,000	95.6%	114.67
	2004	45,000	43,000	43,000	100.0%	120.00
	2003	<u>53,000</u>	<u>55,000</u>	<u>43,000</u>	78.2%	93.82
Capital outlay	2005	6,000	-	-	-	-
	2004	6,000	6,000	-	-	-
	2003	<u>3,000</u>	<u>3,000</u>	<u>8,000</u>	266.7%	320.00
Total Expenses and Encumbrances	2005	51,000	45,000	43,000	95.6%	114.67
	2004	51,000	49,000	43,000	87.8%	105.31
	2003	<u>56,000</u>	<u>58,000</u>	<u>51,000</u>	87.9%	105.52
Excess (Deficiency) of Revenues Over Expenses	2005	17,000	23,000	8,000	-	-
	2004	17,000	19,000	8,000	-	-
	2003	12,000	10,000	11,000	-	-
OPERATING FUND BALANCE OCTOBER 1	2005			53,000		
	2004			28,000		
	2003			<u>(14,000)</u>		
OPERATING FUND BALANCE JULY 31	2005			61,000		
	2004			36,000		
	2003			<u><u>(3,000)</u></u>		

Note: For annual reporting purposes, a portion of Transfers In (Out) may be reclassified at year end.

EQUITY IN TREASURY POOL

JULY, 2005

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 7/31/05	TOTAL 10/01/04	TOTAL 7/31/04
GENERAL FUND:						
01	General	\$ 75,000	34,055,000	34,130,000	31,510,000	30,928,000
77	Payroll	-	1,718,000	1,718,000	1,547,000	2,155,000
24	City Store	-	5,000	5,000	5,000	5,000
994	Plano All-America City	-	(29,000)	(29,000)	-	-
		75,000	35,749,000	35,824,000	33,062,000	33,088,000
DEBT SERVICE FUND:						
03	G.O. Debt Service	-	26,143,000	26,143,000	218,000	25,535,000
		-	26,143,000	26,143,000	218,000	25,535,000
CAPITAL PROJECTS:						
22	Recreation Center Facilities	-	688,000	688,000	750,000	716,000
23	Street Enhancement	-	1,192,000	1,192,000	1,170,000	1,125,000
25	1991 Police & Courts Facility	-	885,000	885,000	869,000	810,000
27	1991 Library Facility	-	156,000	156,000	371,000	310,000
28	1991 Fire Facility	-	1,046,000	1,046,000	1,027,000	998,000
31	Municipal Facilities	-	343,000	343,000	342,000	331,000
32	Park Improvements	-	3,354,000	3,354,000	3,446,000	3,316,000
33	Street & Drainage Improvement	-	(226,000)	(226,000)	7,837,000	9,943,000
35	Capital Reserve	-	27,199,000	27,199,000	26,370,000	24,531,000
38	DART L.A.P.	-	573,000	573,000	-	1,318,000
39	Spring Creekwalk	-	20,000	20,000	20,000	20,000
52	Park Service Areas	-	4,122,000	4,122,000	3,910,000	3,754,000
53	Creative & Performing Arts	-	1,412,000	1,412,000	1,386,000	1,275,000
54	Animal Control Facilities	-	201,000	201,000	236,000	244,000
60	Joint Use Facilities	-	491,000	491,000	482,000	469,000
110	G.O. Bond Clearing - 1999	-	2,695,000	2,695,000	3,009,000	3,034,000
190	G.O. Bond Clearing - 2000	-	3,708,000	3,708,000	3,642,000	3,699,000
220	G.O. Bond Clearing - 2001	-	-	-	-	1,000
230	G.O. Bond Clearing - 2001	-	2,607,000	2,607,000	2,765,000	3,057,000
240	G.O. Bond Clearing - 2001-A	-	193,000	193,000	210,000	212,000
250	Tax Notes Clearing - 2001-A	-	264,000	264,000	548,000	573,000
92	G.O. Bond Refund/Clearing - 2002	-	329,000	329,000	592,000	689,000
270	G.O. Bond Refund/Clearing - 2003	-	2,378,000	2,378,000	8,736,000	9,643,000
310	G.O. Bond Refund/Clearing - 2005	-	33,810,000	33,810,000	-	-
		-	87,440,000	53,630,000	67,718,000	70,068,000
ENTERPRISE FUNDS:						
26	Municipal Drainage CIP	-	(187,000)	(187,000)	1,661,000	1,923,000
34	Sewer CIP	-	7,336,000	7,336,000	6,581,000	6,511,000
36	Water CIP	-	7,276,000	7,276,000	7,973,000	7,610,000
37	Downtown Center Development	-	28,000	28,000	16,000	12,000
41	Water & Sewer - Operating	268,000	(7,206,000)	(6,938,000)	5,423,000	2,318,000
42	Water & Sewer - Debt Service	-	3,400,000	3,400,000	1,514,000	3,298,000
43	Municipal Drainage - Debt Service	-	2,122,000	2,122,000	4,278,000	3,069,000
44	W & S Impact Fees Clearing	-	520,000	520,000	428,000	571,000
45	Environmental Waste Services	27,000	531,000	558,000	903,000	(202,000)
46	Convention & Tourism	4,000	1,596,000	1,600,000	1,587,000	1,392,000
47	Municipal Drainage	10,000	3,361,000	3,371,000	1,575,000	1,670,000
48	Municipal Golf Course	-	189,000	189,000	122,000	429,000
49	Property Management	-	282,000	282,000	257,000	244,000
51	Recreation Revolving	-	661,000	661,000	621,000	490,000
95	W & S Bond Clearing - 1990	-	177,000	177,000	174,000	171,000
96	W & S Bond Clearing - 1991	-	98,000	98,000	96,000	95,000
101	W & S Bond Clearing - 1993A	-	264,000	264,000	259,000	255,000
103	Municipal Bond Drain Clearing-1995	-	251,000	251,000	246,000	243,000
104	Municipal Drain Bond Clearing-1996	-	157,000	157,000	154,000	152,000
107	Municipal Drain Bond Clearing-1997	-	223,000	223,000	219,000	216,000
108	Municipal Drain Bond Clearing-1998	-	75,000	75,000	73,000	92,000
210	Municipal Drain Bond Clearing-1999	-	139,000	139,000	137,000	234,000
260	Municipal Drain Rev Bond Clearing - 200	-	116,000	116,000	114,000	395,000
280	Municipal Drain Rev Bond Clearing - 200	-	31,000	31,000	30,000	216,000
320	Municipal Drain Rev Bond Clearing - 200	-	2,930,000	2,930,000	-	-
		309,000	24,370,000	21,749,000	34,441,000	31,404,000

**EQUITY IN TREASURY POOL
JULY, 2005**

FUND NO.	FUND NAME	CASH	EQUITY IN TREASURY POOL	TOTAL 7/31/05	TOTAL 10/01/04	TOTAL 7/31/04
SPECIAL REVENUE FUNDS:						
2	Sproles Library	-	257,000	257,000	252,000	249,000
4	TIF-Mall	-	30,000	30,000	20,000	20,000
5	TIF-East Side	-	6,038,000	6,038,000	3,326,000	3,326,000
11	LLEBG-Police Grant	-	125,000	125,000	142,000	175,000
12	Criminal Investigation	-	760,000	760,000	737,000	729,000
13	Grant	-	(760,000)	(760,000)	-	(143,000)
14	Wireline Fees	-	291,000	291,000	220,000	198,000
15	Judicial Efficiency	-	82,000	82,000	73,000	69,000
16	Industrial	-	16,000	16,000	15,000	15,000
17	Intergovernmental	-	264,000	264,000	175,000	169,000
18	Government Access/CATV	-	360,000	360,000	436,000	610,000
19	Teen Court Program	-	20,000	20,000	15,000	13,000
20	Municipal Courts Technology	-	1,026,000	1,026,000	899,000	861,000
55	Municipal Court-Building Security Fees	-	973,000	973,000	871,000	863,000
56	911 Reserve Fund	-	4,641,000	4,641,000	4,281,000	4,123,000
57	State Library Grants	-	(5,000)	(5,000)	-	-
73	Memorial Library	-	160,000	160,000	160,000	155,000
		-	14,278,000	14,278,000	11,622,000	11,432,000
INTERNAL SERVICE FUNDS:						
6	Public Safety Technology	-	3,398,000	3,398,000	1,271,000	1,199,000
9	Technology Infrastructure	-	4,410,000	4,410,000	3,589,000	3,529,000
58	PC Replacement	-	899,000	899,000	603,000	851,000
59	Service Center	-	115,000	115,000	113,000	111,000
61	Equipment Maintenance	-	(3,692,000)	(3,692,000)	-	(514,000)
62	Information Technology	-	3,101,000	3,101,000	2,806,000	2,822,000
63	Office Services	-	(427,000)	(427,000)	-	(73,000)
64	Warehouse	-	171,000	171,000	210,000	105,000
65	Property/Liability Loss	-	5,495,000	5,495,000	5,793,000	5,846,000
66	Technology Services	-	8,304,000	8,304,000	7,558,000	7,082,000
71	Equipment Replacement	-	9,719,000	9,719,000	7,663,000	8,559,000
78	Health Claims	-	12,113,000	12,113,000	6,242,000	4,358,000
79	Parkway Service Ctr. Expansion	-	2,077,000	2,077,000	3,795,000	3,777,000
		-	45,683,000	45,683,000	39,643,000	37,652,000
FIDUCIARY FUNDS:						
7	Unclaimed Property	-	35,000	35,000	29,000	28,000
8	Library Training Lab	-	5,000	5,000	7,000	5,000
69	Collin County Seized Assets	-	246,000	246,000	292,000	295,000
74	Developers' Escrow	-	6,775,000	6,775,000	6,888,000	6,829,000
76	Economic Development	-	988,000	988,000	885,000	922,000
81	Friends of Plano Centre	-	3,000	3,000	3,000	3,000
84	Rebate	-	1,631,000	1,631,000	847,000	839,000
		-	9,683,000	9,683,000	8,951,000	8,921,000
TOTAL		\$ 384,000	243,346,000	225,360,000	195,655,000	218,100,000
		CASH	TRUST INVESTMENTS	TOTAL 7/31/05	TOTAL 10/01/04	TOTAL 7/31/04
TRUST FUNDS						
42	Water & Sewer Reserve	\$ -	924,000	924,000	913,000	912,000
72	Retirement Security Plan	-	46,976,000	46,976,000	42,016,000	42,016,000
TOTAL TRUST FUNDS		\$ -	47,900,000	47,900,000	42,929,000	42,928,000

A Treasury Pool fund has been created for the purpose of consolidating cash and investments. All City funds not restricted or held in trust are included in this consolidated fund. Each fund's "Equity in Treasury Pool" represents the fund's proportionate share of the Treasury Pool Fund. At July 31, 2005 the Treasury Pool, including an adjustment to Fair Value as required by GASB 31, consisted of the following:

Cash	(2,354,000)
Local Government Investment Pool	30,306,000
Federal Securities	217,412,000
Municipal Bonds	-
Fair Value Adjustment	(2,644,000)
Interest Receivable	626,000
	<u>243,346,000</u>

ANALYSIS OF CLAIMS PAYMENTS

HEALTH CLAIMS FUND THROUGH JULY 31 OF FISCAL YEARS 2005 AND 2004

Health Claims Fund	8 Month Variance Favorable (Unfavorable)			Monthly Variance Favorable (Unfavorable)			Monthly Variance Favorable (Unfavorable)			Year to Date Variance Favorable (Unfavorable)		
	FY 04-05 Oct-May	FY 03-04 Oct-May		FY 04-05 June	FY 03-04 June		FY 04-05 July	FY 03-04 July		FY 04-05 Total	FY 03-04 Total	
Revenues												
Employees Health Ins. Contributions	\$ 1,370,000	\$ 1,358,000	12,000	\$ 173,000	\$ 167,000	6,000	\$ 173,000	\$ 169,000	4,000	\$ 1,716,000	\$ 1,694,000	22,000
Employers Health Ins. Contributions	12,276,000	8,706,000	3,570,000	1,453,000	1,177,000	276,000	1,471,000	1,475,000	(4,000)	15,200,000	11,358,000	3,842,000
Contributions for Retirees	289,000	267,000	22,000	39,000	34,000	5,000	39,000	34,000	5,000	367,000	335,000	32,000
Cobra Insurance Receipts	25,000	45,000	(20,000)	3,000	4,000	(1,000)	4,000	4,000	-	32,000	53,000	(21,000)
Retiree Insurance Receipts	201,000	201,000	-	28,000	28,000	-	25,000	26,000	(1,000)	254,000	255,000	(1,000)
City Council Receipts	8,000	-	8,000	-	-	-	1,000	-	1,000	9,000	-	9,000
Plano Housing Authority	33,000	27,000	6,000	4,000	4,000	-	4,000	3,000	1,000	41,000	34,000	7,000
Interest	51,000	75,000	(24,000)	106,000	(60,000)	166,000	34,000	8,000	26,000	191,000	23,000	168,000
Total Revenues	14,253,000	10,679,000	3,574,000	1,806,000	1,354,000	452,000	1,751,000	1,719,000	32,000	17,810,000	13,752,000	4,058,000
Expenses												
Insurance	741,000	438,000	(303,000)	95,000	88,000	(7,000)	94,000	88,000	(6,000)	930,000	614,000	(316,000)
Contracts- Professional Svc.	142,000	116,000	(26,000)	12,000	10,000	(2,000)	7,000	5,000	(2,000)	161,000	131,000	(30,000)
Contractual Repair	-	-	-	1,000	1,000	-	-	-	-	1,000	1,000	-
Contracts- Other	573,000	577,000	4,000	70,000	137,000	67,000	70,000	9,000	(61,000)	713,000	723,000	10,000
Health Claims Paid	(156,000)	(548,000)	(392,000)	12,000	(24,000)	(36,000)	(162,000)	(22,000)	140,000	(306,000)	(594,000)	(288,000)
Health Claims-Prescription	747,000	-	(747,000)	210,000	-	(210,000)	197,000	-	(197,000)	1,154,000	-	(1,154,000)
Health Claims Paid -UHC	6,995,000	3,798,000	(3,197,000)	1,603,000	1,319,000	(284,000)	597,000	827,000	230,000	9,195,000	5,944,000	(3,251,000)
Health Claims Paid-EBS	35,000	6,816,000	6,781,000	-	64,000	64,000	-	56,000	56,000	35,000	6,936,000	6,901,000
Cobra Insurance Paid	2,000	3,000	1,000	1,000	1,000	-	1,000	-	(1,000)	4,000	4,000	-
Retiree Insurance Paid	53,000	45,000	(8,000)	6,000	11,000	5,000	7,000	1,000	(6,000)	66,000	57,000	(9,000)
Plano Housing Authority	3,000	2,000	(1,000)	-	1,000	1,000	-	-	-	3,000	3,000	-
Total Expenses	9,135,000	11,247,000	2,112,000	2,010,000	1,608,000	(402,000)	811,000	964,000	153,000	11,956,000	13,819,000	1,863,000
Net increase (decrease)	\$ 5,118,000	\$ (568,000)	5,686,000	\$ (204,000)	\$ (254,000)	50,000	\$ 940,000	\$ 755,000	185,000	\$ 5,854,000	\$ (67,000)	5,921,000
Health Claims Fund Balance - Cumulative	\$ 8,864,000	\$ 630,000	8,234,000	\$ 8,660,000	\$ 375,000	8,285,000	\$ 9,600,000	\$ 1,131,000	8,469,000			

PROPERTY LIABILITY LOSS FUND THROUGH JULY 31 OF FISCAL YEARS 2005, 2004 AND 2003

PROPERTY LIABILITY LOSS FUND	Fiscal Year 2005	Fiscal Year 2004	Fiscal Year 2003
Claims Paid per General Ledger	\$ 1,210,000	1,081,000	1,380,000
Net Judgments/Damages/Attorney Fees	334,000	554,000	577,000
Total Expenses	\$ 1,544,000	1,635,000	1,957,000
Fund Balance	\$ 2,195,000	2,715,000	1,766,000

The \$129,000 increase in the current year claims paid per general ledger is due to the prior year claims in the same period being offset by \$65,000 of subrogation reimbursements as well as an increase of \$67,000 in workers compensation.

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF JULY 31 , 2005**

	2004-05 BUDGET	2004-05 RECOMMENDED RE-ESTIMATE	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
00022 Recreation Center Facilities						
23403 Oak Point Recreation Center	-	30,000	5,821,000	5,791,000	-	30,000
23404 Douglas Community Center	-	31,000	1,570,000	1,539,000	-	31,000
23405 Tom Muehlenbeck Recreation Center	3,000,000	1,806,000	21,000,000	818,362	1,029,565	19,152,073
00022 Recreation Center Facilities	3,000,000	1,867,000	28,391,000	8,148,362	1,029,565	19,213,073
00023 Street Enhancements						
58 Enhancements						
58001 Landscape Entryways	-	-	750,000	579,442	88	170,470
58002 Downtown Enhancements	122,000	-	500,000	378,420	-	121,580
58003 Preston/Park Overpass	-	60,000	500,000	440,429	-	59,571
58004 Tollroad Landscaping	-	5,000	1,500,000	248,034	3,400	1,248,566
58 Enhancements	122,000	65,000	3,250,000	1,646,325	3,488	1,600,187
00023 Street Enhancements	122,000	65,000	3,250,000	1,646,325	3,488	1,600,187
00025 1991 Police & Courts Facility						
93 Police & Court Facilities						
93105 CJ Exp-II/Police Bldg	-	9,000	3,915,000	3,906,796	1,500	6,704
93106 Police Parking Expansion	-	30,000	500,000	470,881	-	29,119
93107 Tri-City Academy Expansion	1,210,000	2,800,000	3,599,000	68,040	98,982	3,431,978
93 Police & Court Facilities	1,210,000	2,839,000	8,014,000	4,445,717	100,482	3,467,801
00025 1991 Police & Courts Facility	1,210,000	2,839,000	8,014,000	4,445,717	100,482	3,467,801
00026 Municipal Drainage CIP						
94 Erosion Control						
70101 Erosion Control	500,000	5,000	14,515,000	6,009,946	4,682	8,500,372
70103 Riverbend Lakes	200,000	35,000	1,000,000	478,464	59,200	462,336
70104 Creek Erosion Projects	650,000	890,000	6,272,000	2,242,746	464,962	3,564,292
70105 Erosion Control-Oakwood Glen	-	10,000	478,000	472,925	3,638	1,437
70107 Erosion Control-Pittman Creek	-	45,000	229,000	224,361	2,951	1,688
70108 Erosion Control-Briarwood	-	98,000	733,000	21,330	67,705	643,965
71124 Oak Grove Drainage Improvements	50,000	86,000	209,000	1,947	-	207,053
94 Erosion Control	1,400,000	1,169,000	23,436,000	9,451,719	603,138	13,381,143
95 Drainage						
71111 Miscellaneous Drainage Improv	500,000	72,000	5,146,000	115,191	40,890	4,989,919
71116 Bronze Leaf / Citadel	-	5,000	1,254,000	1,252,377	2,270	(647)
71121 Cassidy Drainage Improvements	542,000	1,128,000	1,326,000	1,284,666	4,367	36,967
71123 Teakwood Drainage	-	15,000	263,000	249,718	-	13,282
95 Drainage	1,042,000	1,220,000	7,989,000	2,901,952	47,527	5,039,521
96 Channelization						
72118 Rice Field Storm Sewer	190,000	212,000	500,000	38,140	5,460	456,400
72119 Colling Creek Mall Triple Arches	50,000	29,000	79,000	28,452	548	50,000
96 Channelization	240,000	241,000	579,000	66,592	6,008	506,400
00026 Municipal Drainage CIP	2,682,000	2,630,000	32,004,000	12,420,263	656,673	18,927,064
00027 1991 Library Facilities						
17 Library Facilities						

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF JULY 31, 2005**

	2004-05 BUDGET	2004-05 RECOMMENDED RE-ESTIMATE	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
17107 Haggard Library Expansion	3,500,000	3,187,000	4,143,000	3,033,049	1,058,815	51,136
27-P01 Library Improvements	100,000	100,000	2,100,000	-	-	2,100,000
	<u>3,600,000</u>	<u>3,287,000</u>	<u>6,243,000</u>	<u>3,033,049</u>	<u>1,058,815</u>	<u>2,151,136</u>
00027 1991 Library Facilities	3,600,000	3,287,000	6,243,000	3,033,049	1,058,815	2,151,136
00028 1991 Fire Facilities						
10 Fire Facilities						
10105 Station Reconfiguration	-	18,000	4,941,000	1,922,197	-	3,018,803
10211 Fire Station #12	2,300,000	2,299,000	7,702,000	28,750	90	7,673,160
10212 Fire Station #11	3,100,000	3,234,000	3,337,000	637,847	1,838,266	860,887
10213 Fire Station #13	-	-	4,256,000	655,952	-	3,600,048
	<u>5,400,000</u>	<u>5,551,000</u>	<u>20,236,000</u>	<u>3,244,746</u>	<u>1,838,356</u>	<u>15,152,898</u>
00028 1991 Fire Facilities	5,400,000	5,551,000	20,236,000	3,244,746	1,838,356	15,152,898
00031 Municipal Facilities						
19001 Municipal Center Parking	91,000	125,000	850,000	725,726	-	124,274
19002 Downtown Parking	51,000	93,000	800,000	735,055	2,043	62,902
	<u>142,000</u>	<u>218,000</u>	<u>1,650,000</u>	<u>1,460,781</u>	<u>2,043</u>	<u>187,176</u>
00031 Municipal Facilities	142,000	218,000	1,650,000	1,460,781	2,043	187,176
00032 Park Improvements						
21 Acquisitions						
21188 White Rock Crk Greenbelt	150,000	300,000	10,465,000	209,681	240	10,255,079
21189 16th Steet Land Acquisition	-	3,000	366,000	361,818	-	4,182
21195 Douglas Area Land	-	135,000	135,000	25	-	134,975
21196 Rec Center/ Pool Land	3,000,000	-	-	-	-	-
	<u>3,150,000</u>	<u>438,000</u>	<u>10,966,000</u>	<u>571,524</u>	<u>240</u>	<u>10,394,236</u>
21 Acquisitions	3,150,000	438,000	10,966,000	571,524	240	10,394,236
22 Development						
22327 Arbor Hills Nature Preserve	-	320,000	5,607,000	4,508,856	77,662	1,020,482
22328 Neighborhood Park Improvements	100,000	209,000	4,948,000	1,736,349	11,232	3,200,419
22334 Park Improvements	100,000	145,000	7,640,000	2,950,534	78,580	4,610,886
22336 Tennyson/Archgate Athletic	1,963,000	400,000	8,400,000	579,338	401,060	7,419,602
22337 Preston Meadow Atheletic Site	1,000,000	1,910,000	2,818,000	2,052,406	652,768	112,826
22338 Haggard Park	70,000	109,000	1,250,000	1,159,081	-	90,919
22339 Indoor Swimming Pool	1,800,000	-	-	-	-	-
22340 Oak Point Park Development	4,297,000	3,532,000	21,837,000	3,864,205	767,659	17,205,136
22341 Pool Renovations	555,000	680,000	2,100,000	2,240,217	12,345	(152,562)
22342 Trail Connections	1,196,000	1,945,000	9,950,000	658,338	151,138	9,140,524
32-P21 Bishop Road Project	-	1,000,000	1,000,000	-	-	1,000,000
	<u>11,081,000</u>	<u>10,250,000</u>	<u>65,550,000</u>	<u>19,749,324</u>	<u>2,152,444</u>	<u>43,648,232</u>
22 Development	11,081,000	10,250,000	65,550,000	19,749,324	2,152,444	43,648,232
28 Miscellaneous						
28822 Bikeway System	-	25,000	853,000	28,349	-	824,651
28824 Maintenance Facility	-	41,000	2,955,000	1,014,107	-	1,940,893
28825 Liberty Park Center	-	7,000	3,400,000	3,396,963	3,666	(629)
	<u>-</u>	<u>73,000</u>	<u>7,208,000</u>	<u>4,439,419</u>	<u>3,666</u>	<u>2,764,915</u>
28 Miscellaneous	-	73,000	7,208,000	4,439,419	3,666	2,764,915
00032 Park Improvements	14,231,000	10,761,000	83,724,000	24,760,267	2,156,350	56,807,383
00033 Street & Drainage Improvement						
31 Streets						
31193 Plano Pkwy (Park-International)	1,696,000	500,000	2,628,000	978,180	70,523	1,579,297
31277 Park Streets	200,000	203,000	3,145,000	2,492,140	-	652,860
31341 Miscellaneous ROW	20,000	5,000	5,550,000	5,447,960	600	101,440
31342 Misc Oversize Participation	600,000	1,324,000	18,190,000	12,307,776	49	5,882,175

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF JULY 31, 2005**

	2004-05 BUDGET	2004-05 RECOMMENDED RE-ESTIMATE	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
31363 Custer Widn-Spring Ck	-	13,000	1,008,000	995,144	12,862	(6)
31364 Hedgcoxe-Custer East&West	-	12,000	877,000	864,928	11,913	159
31378 LosRios-Jupiter to Parker	3,750,000	2,490,000	7,611,000	4,755,621	79,077	2,776,302
31387 Hedgcoxe-Custer to Alma	1,150,000	695,000	1,190,000	268,647	898,728	22,625
31392 Intersection Improvement	100,000	175,000	5,380,000	614,094	6,692	4,759,214
31393 Janwood - Alma to Westwood	985,000	849,000	1,520,000	484,679	913,058	122,263
31394 Jupiter-Spring Creek/Chaparra	-	3,000	2,600,000	2,600,400	-	(400)
31397 McDermott Widen Coit/Custer	100,000	200,000	4,065,000	226,780	132,911	3,705,309
31398 McDermott - Coit to Custer	180,000	180,000	2,709,000	113,800	116,600	2,478,600
31399 Midway - Parker to Spring Creek	200,000	140,000	2,052,000	33,803	99,320	1,918,877
31402 P Avenue - Park to 18th Street	150,000	160,000	1,885,000	100,754	27,746	1,756,500
31403 P Ave-Park to Parker	-	13,000	1,093,000	1,079,714	10,050	3,236
31405 Parker - K Avenue to P Avenue	292,000	400,000	3,850,000	186,030	148,000	3,515,970
31409 Premier-Ruisseau to Heritage	1,100,000	1,059,000	1,995,000	1,665,939	95,412	233,649
31410 Preston/Plano Pkwy Intersection	75,000	60,000	2,000,000	52,634	6,160	1,941,206
31411 Rasor-Ohio to SH 121	500,000	89,000	2,191,000	88,844	-	2,102,156
31412 Ridgeview, Custer-W to E of Independence	1,800,000	868,000	3,000,000	189,294	2,636,354	174,352
31413 Marsh Ln-Park Blvd North	-	3,000	626,000	623,316	2,631	53
31418 Spring Creek-Midway to Tollway	-	6,000	3,019,000	3,019,204	-	(204)
31424 Tollway Serv Roads-Parker	-	16,000	903,000	893,754	9,226	20
31427 Tollway Svc Road-Spring Creek	812,000	1,313,000	1,406,000	1,037,674	312,469	55,857
31428 Target-Berkeley Square	-	35,000	36,000	-	-	36,000
31429 McDermott-Ohio to Robinson	1,031,000	1,081,000	1,917,000	1,776,235	99,449	41,316
31432 Plano Pkwy-E of Los Rios	2,420,000	1,382,000	3,458,000	954,733	2,640,531	(137,264)
31433 H Ave-13th to 14th	-	1,000	131,000	129,888	-	1,112
31436 Executive/190 Connector	-	7,000	83,000	82,585	-	415
31437 Willowbend South of Windhaven	250,000	356,000	391,000	349,616	806	40,578
31438 Spring Creek at Coit Intersection Improv.	50,000	170,000	2,000,000	23,760	-	1,976,240
31439 Jupiter/Plano Pkwy Intersection Improv.	100,000	133,000	723,000	12,185	108,760	602,055
31440 Parker Road at US 75	200,000	250,000	6,250,000	163,819	71,037	6,015,144
31441 Preston/Legacy Intersection Improvmt	50,000	60,000	2,500,000	2,000	-	2,498,000
31442 2004 Intersection Improvements	791,000	434,000	1,247,000	60,675	45,745	1,140,580
31443 Shiloh-Royal Oaks to Parker	540,000	762,000	1,880,000	155,892	12,665	1,711,443
31444 Briarcreek Paving, Phase II	550,000	600,000	600,000	382,292	106,011	111,697
31445 View Place - Horizon to Mission Ridg.	176,000	176,000	176,000	-	184,172	(8,172)
31446 Ravenglass - Park to Faringdon	340,000	236,000	458,000	54,224	379,202	24,574
31447 Parkwood - North of Spring Creek Par	475,000	906,000	906,000	47,087	846,954	11,959
31448 Intersection Improvements 2005	-	86,000	850,000	69,320	20,006	760,674
33-P01 12th Street - K Avenue to Municipal D	138,000	74,000	138,000	-	-	138,000
33-P11 Legacy - East of K Avenue to Des Moi	500,000	-	1,500,000	-	-	1,500,000
33-P16 Redevelopment Street Improvements	1,000,000	100,000	4,100,000	-	-	4,100,000
31 Streets	22,321,000	17,625,000	109,837,000	45,385,420	10,105,719	54,345,861
32 Mass Transit & Downtown Improvmt						
32492 Downtown Cons-Phase II	-	2,000	542,000	539,755	1,848	397
32493 Downtown Street Improvements	-	17,000	1,658,000	1,641,445	2,346	14,209
32494 K Avenue Streetscape	200,000	225,000	725,000	156,076	28,918	540,006
32 Mass Transit & Downtown Improvmt	200,000	244,000	2,925,000	2,337,276	33,112	554,612
34 Sidewalks						
34556 Barrier Free Ramps	100,000	250,000	2,997,000	2,878,725	105,915	12,360
34 Sidewalks	100,000	250,000	2,997,000	2,878,725	105,915	12,360
36 Traffic Signalization						
36726 Signalization Upgrade	280,000	287,000	5,657,000	1,959,357	60,455	3,637,188
36727 Traffic Signalization	500,000	575,000	13,170,000	7,843,251	40,500	5,286,249
36742 Computerized Signal System	500,000	899,000	3,419,000	718,716	452,426	2,247,858
36753 S.H. 121 Traffic Signals	82,000	82,000	165,000	1,369	-	163,631
36 Traffic Signalization	1,362,000	1,843,000	22,411,000	10,522,693	553,381	11,334,926

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF JULY 31, 2005**

	2004-05 BUDGET	2004-05 RECOMMENDED RE-ESTIMATE	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
37 Misc. Street Improvements						
37752 Roadway Median Landscaping	300,000	360,000	2,872,000	1,909,363	9,356	953,281
37753 Railroad Crossings	600,000	575,000	1,117,000	429,502	8,800	678,698
37760 Street Lighting	400,000	358,000	5,608,000	2,008,999	58,555	3,540,446
37766 Alley Reconstruction	50,000	50,000	5,575,000	3,525,207	-	2,049,793
37786 New Concrete Alleys	87,000	122,000	2,234,000	1,606,528	29,653	597,819
37812 East Side Entryway	30,000	156,000	555,000	79,518	1,343	474,139
37818 15th Street Reconstruction	50,000	169,000	1,007,000	207,958	31,816	767,226
37823 J Avenue/12th Street Reconstruction	710,000	410,000	710,000	-	48,176	661,824
37826 Ramp Reconstruction US 75	300,000	730,000	2,099,000	1,023,518	75,532	999,950
37830 Spring Creek-White Rock to Tollway	-	33,000	3,032,000	3,009,503	13,263	9,234
37831 Landscaping Street Enhancements	330,000	50,000	663,000	24,520	-	638,480
37832 Douglas Sidewalks	-	75,000	205,000	130,195	-	74,805
37833 Fulgham Street Reconstruction	-	-	320,000	296,282	231	23,487
37834 Pecan Lane Reconstruction	232,000	417,000	463,000	336,376	133,618	(6,994)
37836 Armstrong Alley Reconstruction	-	3,000	337,000	335,932	1,372	(304)
37837 Alley Reconstruction-Dallas North 12	349,000	251,000	279,000	170,224	92,343	16,433
37838 Screening Wall Reconstruction	1,000,000	822,000	3,472,000	44,359	27,223	3,400,418
37839 Alma Road Whitetopping	1,400,000	150,000	1,526,000	76,964	74,636	1,374,400
37840 Communications - Fall Hill North to P	80,000	80,000	780,000	21,790	40,710	717,500
37841 Alley Reconstruction-Los Rios	-	50,000	250,000	-	26,450	223,550
37842 Legacy Drive Enhancements	-	60,000	560,000	-	-	560,000
37 Misc. Street Improvements	5,918,000	4,921,000	33,664,000	15,236,738	673,077	17,754,185
00033 Street & Drainage Improvement	29,901,000	24,883,000	171,834,000	76,360,852	11,471,204	84,001,944
00034 Sewer CIP						
41 Water Main Projects						
41197 Premier-Ruisseau to Heritage	-	-	35,000	33,390	1,456	154
41 Water Main Projects	-	-	35,000	33,390	1,456	154
46 Wastewater Mains						
46651 9001-Misc Oversize Participation	25,000	20,000	731,000	498,710	-	232,290
46666 Alcatel DSC Infrastructure	50,000	-	221,000	220,860	-	140
46685 Briarcreek San. Swr. Cap. Phll	400,000	1,230,000	1,389,000	964,199	213,698	211,103
46686 Pecan Lane	84,000	107,000	131,000	112,416	7,312	11,272
34-P04 Redevelopment Capacity Improvement	1,000,000	500,000	650,000	-	-	650,000
46 Wastewater Mains	1,559,000	1,857,000	3,122,000	1,796,185	221,010	1,104,805
48 Miscellaneous-Wastewater						
48802 Infrastructure Renovation	500,000	2,000	573,000	572,505	-	495
48838 Aerial Cross Eros Control	200,000	7,000	1,305,000	504,650	-	800,350
48847 Inflow/Infiltration Program	550,000	50,000	5,804,000	2,268,160	25,765	3,510,075
48861 I & I Repairs-Contracts	3,500,000	2,672,000	32,308,000	11,767,570	1,041,807	19,498,623
48874 Janwood	210,000	123,000	265,000	162,524	100,844	1,632
48875 P Avenue - Park to 18th	20,000	80,000	280,000	6,665	1,835	271,500
48877 Manhole Sealing	300,000	310,000	2,997,000	637,538	-	2,359,462
48880 RT Zoning Sanitary Sewer Line	-	112,000	184,000	61,090	122,583	327
48883 Ridgwood Basin I/I Investigation	-	1,000	263,000	262,571	-	429
48885 Plano Pkwy East I/I Investigation	30,000	40,000	177,000	154,595	21,888	517
48888 Ridgeview Dr/SH 121 Sanitary Sewer	300,000	365,000	525,000	69,135	416,384	39,481
48889 Wastewater System Analysis	-	10,000	50,000	49,504	-	496
48890 Parker Rd. Estates Sewer	350,000	589,000	630,000	230,793	491,443	(92,236)
48891 Sewer Ersn Ctrl-Nwprt/Idylwil	-	22,000	222,000	750	16,585	204,665
48 Miscellaneous-Wastewater	5,960,000	4,383,000	45,583,000	16,748,050	2,239,134	26,595,816
49 Administration						
49892 Administration	314,293	284,908	5,877,109	3,684,724	-	2,192,385

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF JULY 31, 2005**

	2004-05 BUDGET	2004-05 RECOMMENDED RE-ESTIMATE	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
49 Administration	314,293	284,908	5,877,109	3,684,724	-	2,192,385
00034 Sewer CIP	7,833,293	6,524,908	54,617,109	22,262,349	2,461,600	29,893,160
00035 Capital Reserve						
51 Streets & Drainage						
51118 Res. St & Alley Replacement	3,000,000	3,306,000	44,461,000	16,973,425	1,352,564	26,135,011
51120 Screening Wall Repairs	500,000	1,028,000	5,129,000	2,744,091	4,888	2,380,021
51128 Sidewalk Repairs	250,000	598,000	16,144,000	10,376,095	94,327	5,673,578
51131 Arterial Concrete Repairs	1,600,000	4,166,000	22,579,000	8,314,375	2,865,987	11,398,638
51134 Undersealing Program	2,300,000	1,703,000	15,133,000	4,541,329	86,781	10,504,890
51136 Curb Median Repairs	75,000	170,000	1,145,000	288,947	142,850	713,203
51138 Traffic Signal Improvement	500,000	707,000	1,288,000	1,402,549	61,349	(175,898)
51139 Dublin Road Resurfacing	-	52,000	52,000	51,375	-	625
35-P01 Coit Road Landscaping	38,000	38,000	251,000	-	-	251,000
51141 Street Name Sign Replacement	90,000	90,000	810,000	52,594	11,915	745,491
51 Streets & Drainage	<u>8,353,000</u>	<u>11,858,000</u>	<u>106,992,000</u>	<u>44,744,780</u>	<u>4,620,661</u>	<u>57,626,559</u>
53 Park Improvements						
53307 Athletic Fields	600,000	648,000	8,600,000	3,162,884	246,474	5,190,642
53321 Bob Woodruff Park	-	609,000	1,836,000	1,569,712	246,657	19,631
53337 Low Water Crossing Replacement	15,000	-	820,000	829,661	-	(9,661)
53338 Municipal Golf Course	175,000	401,000	2,379,000	1,885,007	161,000	332,993
53341 Park Signage Replacement	15,000	15,000	126,000	27,528	-	98,472
53345 Accessible Drinking Fountains	-	-	-	22,193	-	(22,193)
53347 Highpoint Tennis Center	95,000	188,000	1,022,000	368,791	2,500	650,709
53351 Restroom Fix Replacement	25,000	53,000	466,000	90,270	13,042	362,688
53353 Irrigation Renovations	175,000	175,000	7,047,000	719,687	25,134	6,302,179
53354 Parking Lot Replace	-	186,000	2,408,000	1,338,558	2,639	1,066,803
53356 Playground Replacements	200,000	432,000	3,146,000	1,674,942	117,226	1,353,832
53357 Trail Repairs	500,000	852,000	7,827,000	715,652	598,958	6,512,390
53362 Park Shelter Replacements	100,000	151,000	1,204,000	194,748	20,060	989,192
53363 Park Structures & Equipment	175,000	161,000	2,463,000	685,747	66,998	1,710,255
53365 Park Restoration & Cleanup	20,000	20,000	219,000	23,305	5,945	189,750
53366 Preston Meadow Park	-	191,000	251,000	233,740	16,260	1,000
53368 Silt Removal	35,000	35,000	485,000	-	-	485,000
53369 Interurban Building	15,000	15,000	19,000	12,119	-	6,881
53370 Recreation Center Equipment	210,000	151,000	1,433,000	174,516	10,599	1,247,885
53371 Big Lake Park	75,000	75,000	700,000	-	57,000	643,000
53372 Jack Carter Pool Renovation	625,000	789,000	789,000	534,166	247,660	7,174
53373 Median Renovations	50,000	50,000	450,000	29,281	-	420,719
53374 Public Building Landscape Renovations	25,000	25,000	250,000	1,119	-	248,881
53 Park Improvements	<u>3,130,000</u>	<u>5,222,000</u>	<u>43,940,000</u>	<u>14,293,626</u>	<u>1,838,152</u>	<u>27,808,222</u>
54 Municipal Facilities						
54422 Carpenter Park Rec Ctr Renovation	275,000	25,000	1,200,000	341,877	1,500	856,623
54423 Plano Centre Renovation	222,000	354,000	1,990,000	557,771	200,434	1,231,795
54424 Municipal Center Renovations	26,000	192,000	1,977,000	951,732	28,836	996,432
54425 Animal Shelter Modifications	-	3,000	98,000	60,774	-	37,226
54426 Aquatic Ctr Renovation	35,000	27,000	309,000	309,237	-	(237)
54427 Haggard Library	175,000	175,000	270,000	92,821	-	177,179
54432 Schim Brick Sealing	-	2,000	312,000	19,230	-	292,770
54436 Douglass Recreation Center	-	36,000	213,000	131,742	3,310	77,948
54440 Harrington Library	10,000	12,000	279,000	123,751	-	155,249
54442 Municipal Annex	-	-	-	12,867	-	(12,867)
54443 Municipal Center South	-	7,000	346,000	31,843	-	314,157
54448 Fire Station #6 Modification	19,000	64,000	247,000	81,125	171	165,704
54449 Roof Replacements	-	-	33,000	31,468	1,000	532
54456 Air Conditioning Replacement	-	2,000	455,000	453,740	-	1,260
54460 Council Chambers Digital	-	51,000	1,576,000	1,543,628	6,234	26,138
54462 Neighborhood Revitalization	100,000	100,000	1,200,000	-	14,642	1,185,358
54466 Asbestos Testing & Removal	40,000	31,000	233,000	3,132	-	229,868

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF JULY 31, 2005**

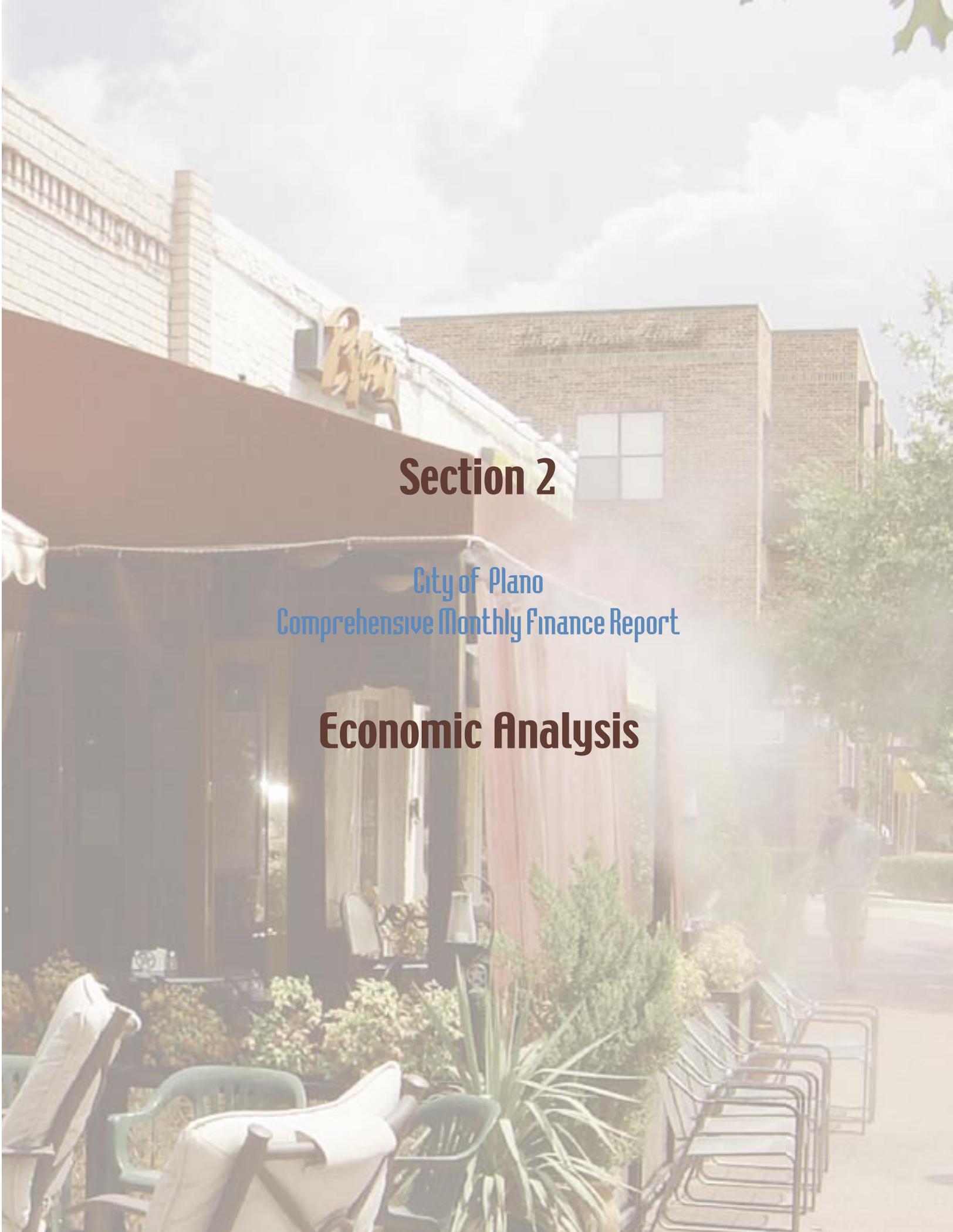
	2004-05 BUDGET	2004-05 RECOMMENDED RE-ESTIMATE	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
54467 Fire Station #7 - Bldg #59	94,000	157,000	231,000	3,109	8,700	219,191
54468 Property House - Bldg #87	122,000	128,000	130,000	113,249	11,431.00	5,320
54468-P Douglass Annex	15,000	16,000	16,000	-	-	16,000
54469-P West Park Maintenance - Bldg#22	-	4,000	19,000	-	-	19,000
54471 Rowinson Nat Building #27	-	615,000	651,000	135,069	32,200	483,731
54474 Mold Testing & Removal	47,000	25,000	260,000	-	-	260,000
54475 Dozier Radio Tower	-	10,000	11,000	10,740	1,413	(1,153)
54476 EOC Radio Tower	-	11,000	11,000	10,868	-	132
54478 Fire Station #1-Bldg.#77	-	15,000	472,000	20,206	5,878	-
54479 Liberty Recreation Center	35,000	40,000	217,000	97,033	34,550	85,417
54480 White Rock Creek Pump Station - Bldg#67	-	1,000	2,000	1,230	-	770
54481 Fire Station #10	6,000	7,000	20,000	7,567	-	12,433
54482 Senior Center	-	58,000	134,000	57,743	2,852	73,405
54483 Parr Library - Bldg#97	-	2,000	2,000	1,535	-	465
54484 Parkway Operations	33,000	38,000	169,000	37,015	5,553	126,432
54484-P Energy Reduction	25,000	25,000	625,000	-	-	625,000
54485 Tri-City Gun Range-Bldg #86	-	1,000	1,000	1,290	-	(290)
54486 Police Assembly 2-Bldg #58	-	4,000	4,000	3,873	-	127
54488 Oak Point Rec Center-Bldg #92	18,000	19,000	49,000	19,080	7,560	22,360
54487 Fire Station No. 08 - Bldg #79	32,000	48,000	92,000	38,162	-	53,838
54488-P Fire Station No.04 - Bldg #18	12,000	12,000	27,000	-	-	27,000
54489 Heritage Farmstead Museum - Bldg#33	-	2,000	2,000	1,450	-	550
54490 Parkway Park Maint.-Bldg #6	-	1,000	1,000	350	-	650
54491-P Fire Station No. 09 - Bldg #90	6,000	5,000	17,000	4,450	-	12,550
54492 Robinson Justice Center	-	1,000	482,000	893	-	481,107
54493 Davis Library-Bldg #89	-	1,000	21,000	990	-	20,010
54494 Municipal Annex Bldg #3	-	4,000	31,000	3,530	-	27,470
54495 Dublin Road Golf Shop-Bldg #55	-	3,000	3,000	2,368	-	632
54496 Tennis Center Bldg #28	-	3,000	3,000	2,320	-	680
54 Municipal Facilities	1,347,000	2,337,000	14,441,000	5,320,858	366,264	8,307,962
55 Miscellaneous						
55501 Ligustrum Replacement	5,000	-	185,000	125,107	-	59,893
55 Miscellaneous	5,000	-	185,000	125,107	-	59,893
00035 Capital Reserve	12,835,000	19,417,000	165,558,000	64,484,371	6,825,077	93,802,636
00036 Water CIP						
67 Special Projects						
67783 Pump Station Improvements	100,000	363,000	363,000	10,292	2,573	350,135
67892 Administration- Water	314,293	284,908	6,153,109	3,163,952	-	2,989,157
67 Special Projects	414,293	647,908	6,516,109	3,174,244	2,573	3,339,292
68 Water Projects						
68164 Fire Hydrants	325,000	100,000	2,205,000	971,824	31,397	1,201,779
68176 Hedgcoxe Main-East of Custer	-	7,000	397,000	389,335	53,410	(45,745)
68178 Independence Square	-	15,000	1,025,000	1,011,409	13,589	2
68187 Shiloh - Park to Parker	80,000	80,000	201,000	128,877	-	72,123
68313 Monitoring & Control/Ridgeview	-	63,000	585,000	74,411	-	510,589
68456 Oversize Participation	100,000	-	2,560,000	1,380,624	-	1,179,376
68896 Ridgeview Transmission Line East	-	92,000	2,933,000	2,840,326	-	92,674
68899 Chaparral - Jupiter to E. City Limits	20,000	-	170,000	-	-	170,000
68905 Janwood - Alma to Westwood	548,000	395,000	432,000	152,421	273,848	5,731
68907 Legacy Business District Area	820,000	646,000	665,000	72,133	556,093	36,774
68911 McDermott/Razor-TXU Easement	-	75,000	1,708,000	1,690,414	18,666	(1,080)
68913 P Ave-Park to 18th	40,000	40,000	420,000	24,673	5,398	389,929
68915 Parker Road Elevated Tank Repaint	-	35,000	735,000	12,750	15,050	707,200
68920 Stewart Main - Capital to Plano Pkwy	30,000	33,000	433,000	21,995	10,505	400,500
68935 Parkwood Tnk Line-TXU/Tnk Sp	680,000	617,000	670,000	53,886	510,979	105,135
68942 Jupiter-Parker to Royal	-	111,000	487,000	465,485	2,309	19,206

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF JULY 31, 2005**

	2004-05 BUDGET	2004-05 RECOMMENDED RE-ESTIMATE	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
68943 Kimberlea Water Rehab	-	77,000	1,417,000	1,411,824	4,878	298
68944 Los Rios-Jupiter to Park	350,000	102,000	644,000	542,269	19,988	81,743
68949 Waterline Crossing No. 1	200,000	52,000	715,000	69,990	19,950	625,060
68950 McDermott/Rasor-Ohio to Robinson	75,000	44,000	150,000	113,995	35,826	179
68951 Plano Pkwy-Los Rios-14th	120,000	151,000	217,000	11,400	178,040	27,560
68952 Downtown Fire Protection	23,000	50,000	250,000	54,372	35,849	159,779
68953 15th St.-G to I	150,000	18,000	188,000	-	17,323	170,677
68956 Dallas N15 Waterline Rehab	1,500,000	1,462,000	1,552,000	1,284,337	176,471	91,192
68957 Briarcreek Waterline	50,000	100,000	111,000	94,339	12,946	3,715
68959 Landershire Drive Water Rehab	8,000	267,000	352,000	222,598	225	129,177
68960 Premier-Ruisseau to Heritage	-	56,000	175,000	128,689	14,430	31,881
68961 SH 121 Utility Adjustments	50,000	50,000	152,000	48,842	16,410	86,748
68962 Water Remodeling Extended	10,000	8,000	20,000	16,971	854	2,175
68963 Water Distribution Analysis	10,000	8,000	70,000	2,379	7,621	60,000
68964 White Rock Crk Tank Modification	50,000	138,000	156,000	151,262	5,351	(613)
68965 View Place - Horizon to Mission Ridg	19,000	33,000	33,000	-	26,642	6,358
68966 Dallas North Tollway - N of Spring Cr	-	150,000	150,000	5,200	124,807	19,993
68967 Parker - K Avenue to P Avenue	30,000	-	270,000	5,170	6,346	258,484
36-P02 Parker-K Ave to P Ave	-	10,000	215,000	-	-	215,000
36-P03 12th Street - K Avenue to Municipal D	32,000	32,000	32,000	-	-	32,000
68968 Whiffletree Water Rehab	150,000	150,000	1,600,000	106,446	48,579	1,444,975
68969 Parker Rd Estates W Water Reh	-	130,000	165,000	15,323	136,298	13,379
36-P15 Large Water Valve Replacement	-	30,000	150,000	-	-	150,000
68 Water Projects	5,470,000	5,427,000	24,410,000	13,575,969	2,380,078	8,453,953
00036 Water CIP	5,884,293	6,074,908	30,926,109	16,750,213	2,382,651	11,793,245
00038 DART Local Assistance						
83 CMS-Technical Support						
83301 CMS Cap Support	-	2,000	18,000	16,970	-	1,030
83302 CMS Trans Staff	-	1,000	1,284,000	1,385,465	-	(101,465)
83 CMS-Technical Support	-	3,000	1,302,000	1,402,435	-	(100,435)
84 CMS-Capital						
84409 14th st G to K Ave	-	11,000	749,000	737,728	10,520	752
84413 Westside Intersection Impovements	120,000	6,000	983,000	681,749	-	301,251
84417 W. Intersection-Pkwy/Ohio	-	35,000	130,000	104,936	-	25,064
84 CMS-Capital	120,000	52,000	1,862,000	1,524,413	10,520	327,067
00038 DART Local Assistance	120,000	55,000	3,164,000	2,926,848	10,520	226,632
00052 Park Service Area Fees						
A01 AREA 01						
01002 Cottonwood Creek Greenbelt	120,000	135,000	1,090,000	469,195	-	620,805
10005 White Rock Creek Greenbelt	-	-	-	-	3,100	(3,100)
A01 AREA 01	120,000	135,000	1,090,000	469,195	3,100	617,705
A03 AREA 03						
03033 Jupiter Road Site	-	74,000	701,000	626,071	107	74,822
52-P03-1 Rowlett Creek Greenbelt	100,000	-	100,000	-	-	100,000
A03 AREA 03	100,000	74,000	801,000	626,071	107	174,822
A04 AREA 04						
04044 Hoblitzelle Trail	100,000	100,000	339,000	238,021	-	100,979
A04 AREA 04	100,000	100,000	339,000	238,021	-	100,979

**CAPITAL IMPROVEMENTS
PROJECTS
AS OF JULY 31, 2005**

	2004-05 BUDGET	2004-05 RECOMMENDED RE-ESTIMATE	LIFETIME ALLOTMENT PROJECTION	INCEPTION TO DATE EXPENDITURES	ENCUMBRANCES	AVAILABLE
A05 AREA 05						
05051 Chisholm Trail	50,000	-	248,000	47,993	-	200,007
A05 AREA 05	50,000	-	248,000	47,993	-	200,007
A06 AREA 06						
06062 Evans Park	-	70,000	120,000	109,912	-	10,088
A06 AREA 06	-	70,000	120,000	109,912	-	10,088
A09 AREA 09						
09092 Capstone Park	-	6,000	1,264,000	1,159,026	-	104,974
09095 Russell Creek Park	50,000	50,000	100,000	150,000	-	(50,000)
A09 AREA 09	50,000	56,000	1,364,000	1,309,026	-	54,974
A10 AREA 10						
10004 Preston Ridge Trail	25,000	25,000	774,000	639,180	-	134,820
10005 Legacy Trail	200,000	300,000	1,795,000	819,499	-	975,501
10007 Bluebonnet Trail	275,000	-	300,000	-	-	300,000
A10 AREA 10	500,000	325,000	2,869,000	1,458,679	-	1,410,321
A11 AREA 11						
11114 Preston Ridge Trail	25,000	-	391,000	140,878	-	250,122
A11 AREA 11	25,000	-	391,000	140,878	-	250,122
A13 AREA 13						
13133 Marsh Lane Site	-	50,000	250,000	200,000	-	50,000
13134 Northwest Greenbelt	75,000	75,000	610,000	722,020	-	(112,020)
A13 AREA 13	75,000	125,000	860,000	922,020	-	(62,020)
00052 Park Service Area Fees	1,020,000	885,000	8,082,000	5,321,795	3,207	2,756,998
00053 Creative & Perf Arts Facility						
56531 Creative & Perf Arts Facility	-	-	19,402,000	25,278	-	19,376,722
56532 Collin County Cultural Arts District	-	696,000	766,000	411,320	-	354,680
00053 Creative & Perf Arts Facility	-	696,000	20,168,000	436,598	-	19,731,402
00054 Animal Control Facility						
57541 Animal Shelter	-	118,000	3,755,000	2,300,316	18,011	1,436,673
00054 Animal Control Facility	-	118,000	3,755,000	2,300,316	18,011	1,436,673
00059 Service Center Facility						
59591 Service Center Site Improvements	-	19,000	1,043,000	1,024,617	-	18,383
00059 Service Center Facility	-	19,000	1,043,000	1,024,617	-	18,383
00060 Joint Use Facilities						
61110 Joint Use Facility	-	264,000	4,000,000	3,742,995	-	257,005
00060 Joint Use Facilities	-	264,000	4,000,000	3,742,995	-	257,005

The background image shows a street scene. On the left, there is a brick building with a large, stylized sign that appears to say 'Wine'. In front of the building is an outdoor cafe with a dark awning. Several green plastic chairs with white cushions are visible. To the right, there is a sidewalk with a person walking. The sky is blue with some clouds.

Section 2

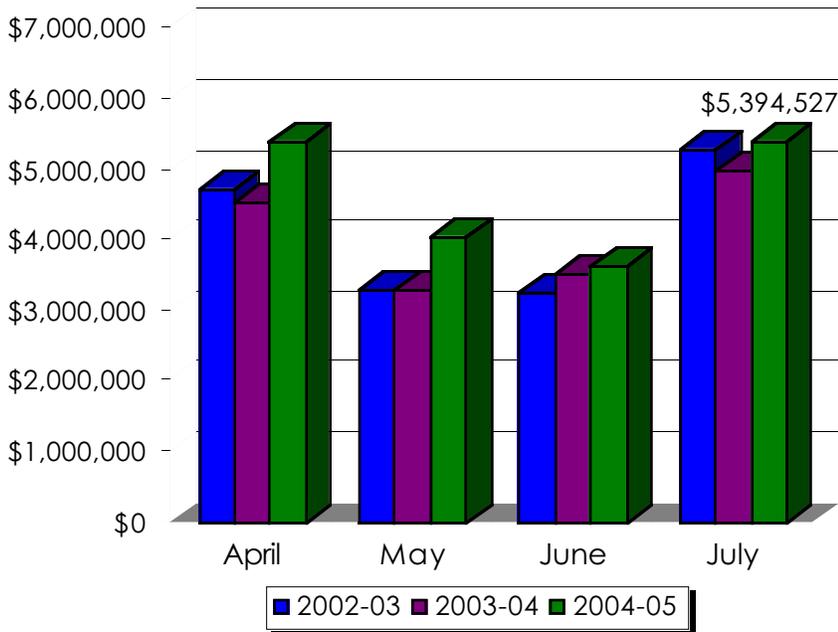
City of Plano
Comprehensive Monthly Finance Report

Economic Analysis

Economic Analysis

Sales tax of \$5,394,527 was reported in July for the City of Plano. This amount represents an increase of 8.41% over the amount reported in July 2004.

Sales Tax
Actual Monthly Revenue
Figure I



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

Figure I represent actual sales and use tax receipts for the months of April through July for fiscal years 2002-03, 2003-04, and 2004-2005.

Annualized Sales Tax Index
Compared to Dallas Consumer Price Index
Figure II

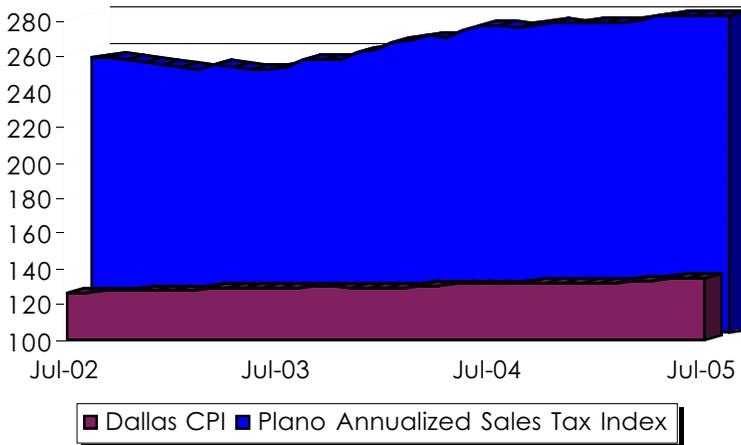


Figure II, left, tracks the percentage change in annualized sales tax revenues compared to the percentage change in the Dallas-area CPI, using 1982-84 as the base period. For July 2005, the adjusted CPI was 135.42 and the Sales Tax Index was 284.50.

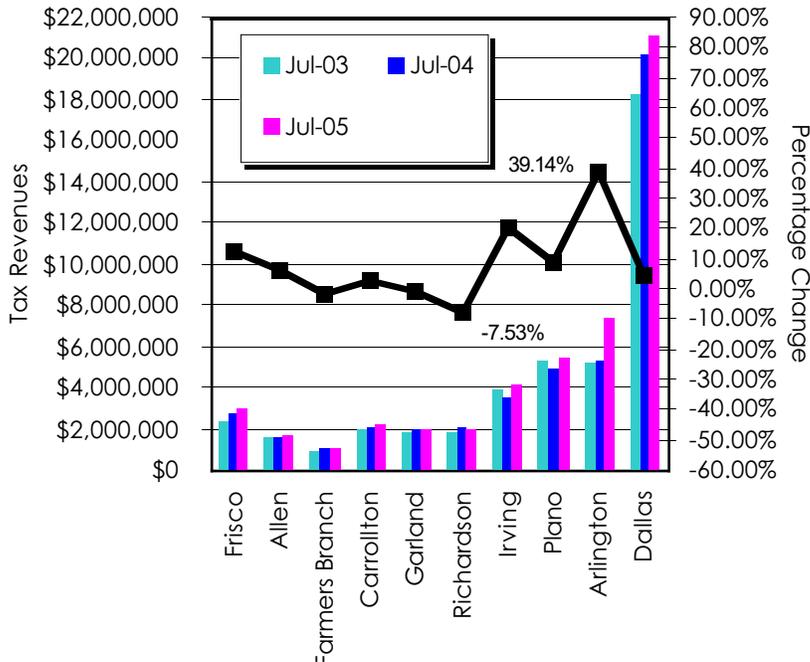
Since January 1998, the BLS has moved the Dallas-Area pricing cycle for CPI computation to odd-numbered months.

Economic Analysis

Figure III shows sales tax receipts from July 2003 – July 2005 for the City of Plano and nine area cities. Each of the cities shown has a sales tax rate of 1%, except for the cities of Allen and Frisco, which have a 2% rate, but distribute half of the amount shown in the graph to 4A and 4B development corporations within their respective cities, and the City of Arlington which has a 1.75% sales tax rate with .25% dedicated to road maintenance and .50% for funding of the Dallas Cowboys Complex Development Project. For the July reporting month, the City of Plano received \$5,394,527 from this 1% tax.

Sales Tax Comparisons City of Plano and Area Cities

Figure III



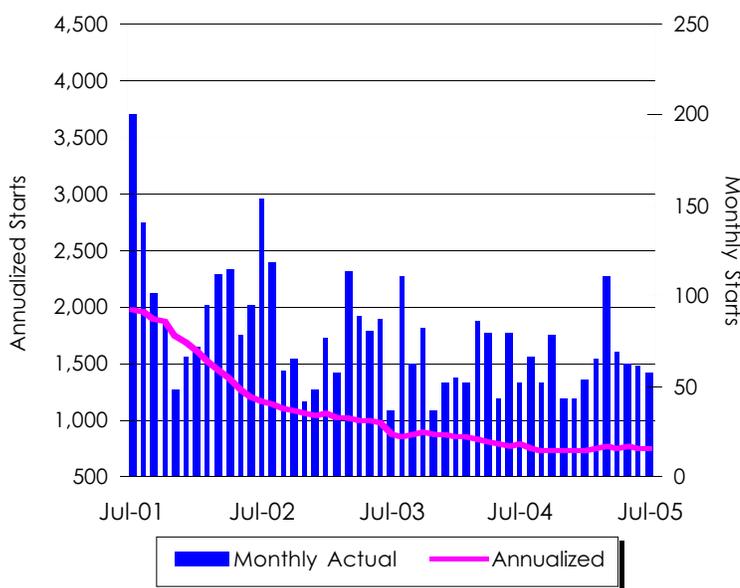
For the July reporting month, the City of Plano received \$5,394,527 from this 1% tax.

The percentage change in sales tax collections for the area cities from July 2003 to July 2005 ranged from 39.14% for the City of Arlington* to -7.53% for the City of Richardson.

* The City of Arlington increased its sales tax rate an additional .50% as of April 1, 2005.

Single Family Housing Starts

Figure IV



In July 2005, a total of 57 actual single-family housing permits, representing a value of \$9,489,467, were issued. This value represents a 32.67% decrease from the same period a year ago. Annualized single-family housing starts of 760 represent a value of \$146,869,109.

Figure IV above shows actual single-family housing starts versus annualized housing starts for July 2001 through July 2005.

Economic Analysis

Yield Curve
Figure V

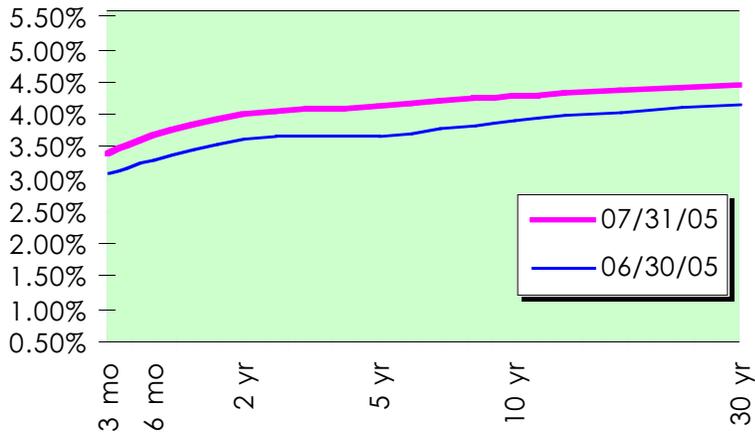


Figure V, left, shows the U.S. Treasury yield curve for July 31, 2005 in comparison to June 30, 2005. All of the reported treasury yields increased in the month of July, with the greatest increase in reported rates occurring in the 6-month sector at +32 basis points.

Unemployment Rates
Unadjusted Rate Comparison
Figure VI

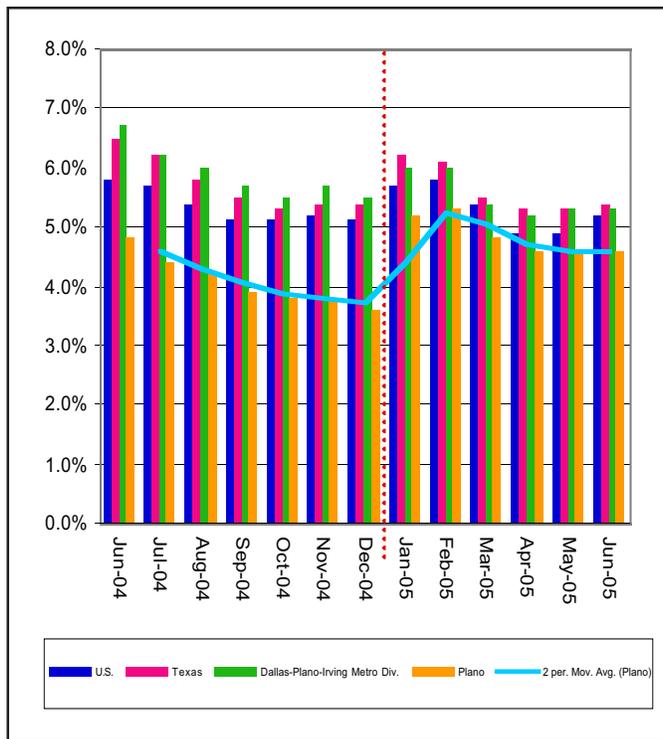


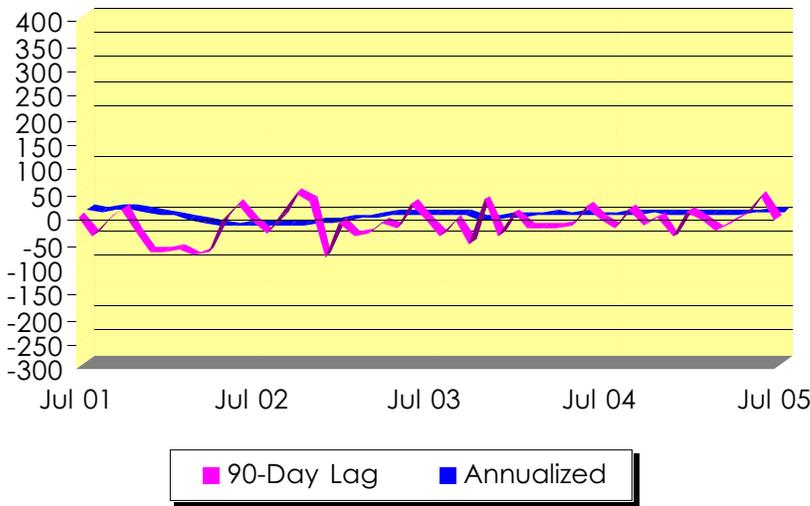
Figure VI shows unadjusted unemployment rates based on the BLS U.S. City Average, and LAUS estimates for the State of Texas, the Dallas-Plano-Irving Metropolitan Division and the City of Plano from June 2004 to June 2005.

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

Economic Analysis

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

**Housing Absorption
90-Day Lag From Permit Date**
Figure VII



For the current month, the 90-day lag is -1 home, meaning that in April 2005 there was 1 less housing start than new refuse customers in July 2005. The annualized rate is -1 which means there was an average of 1 less housing start than new garbage customers per month over the past year.

The annualized average declared construction value of new homes decreased 1.37% to \$193,249 when compared to July 2004.

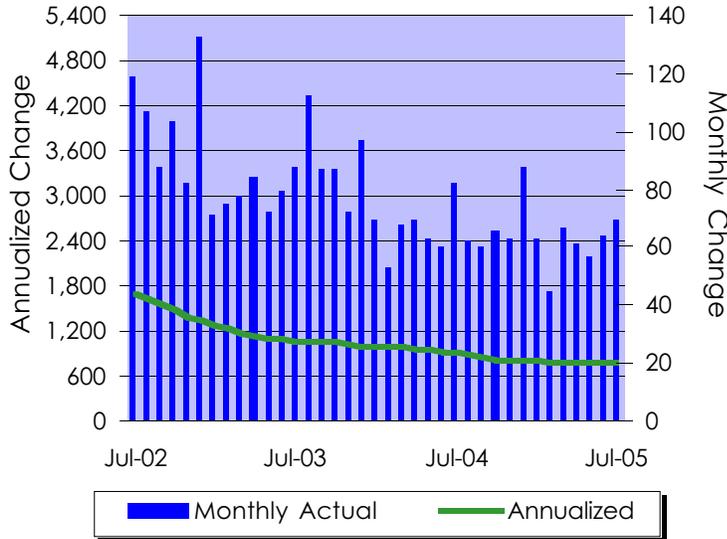
Single-Family New Home Value
Figure VIII



Economic Analysis

Refuse Collections Accounts Net Gains/Losses

Figure IX

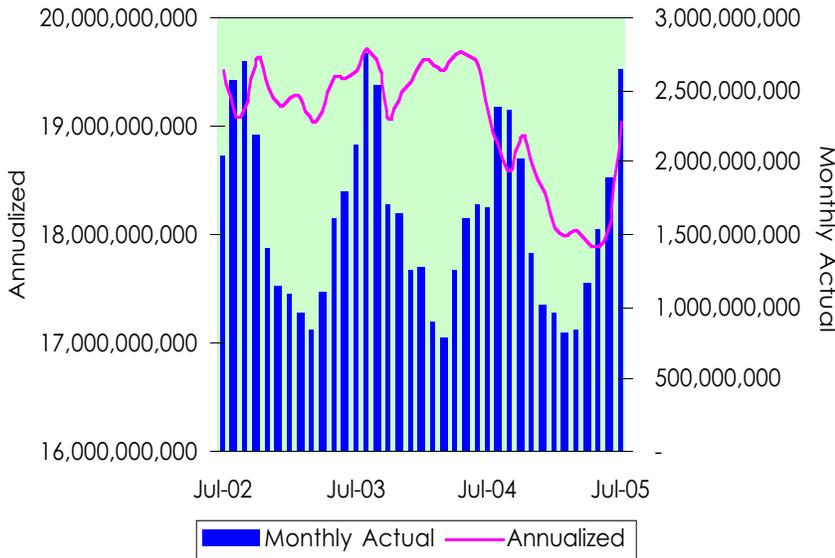


In July, net new refuse collection accounts totaled 70, in comparison to 82 new accounts in July of 2004. This change represents a decrease of 14.63% year-to-year. Annualized new refuse accounts totaled 766, showing a decrease of 156, or a -16.92% change when compared to the same time last year.

Figure IX shows actual versus annualized new refuse collection accounts.

Local Water Consumption (Gallons)

Figure X



In July, the City of Plano pumped 2,835,361,000 gallons of water from the North Texas Municipal Water District (NTMWD). Consumption was 2,835,361,000 gallons among 75,769 billed water accounts while billed sewer accounts numbered 72,181. The minimum daily water pumpage was 66,848,000 gallons, which occurred on Saturday, July 16th. Maximum daily pumpage was 108,964,000 gallons and occurred on Tuesday, July 26th. This month's average daily pumpage was 91,463,000 gallons.

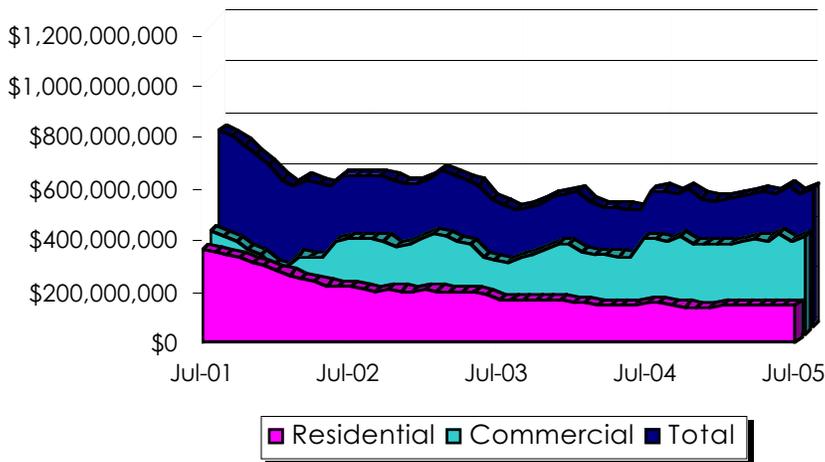
Figure X shows the monthly actual and annualized average for local water consumption.

Economic Analysis

In July, a total of 125 new construction permits were issued, valued at \$52,123,686. This includes 57 single-family residences, 1 amusement center, 1 church, 2 parking garages, 7 office/bank buildings, 2 retail/restaurant/other, 2 other, 21 commercial additions/alterations, 31 interior finish-outs, and 1 demolition. There were 28 permits issued for pools/spas.

Annualized Building Permit Values

Figure XI



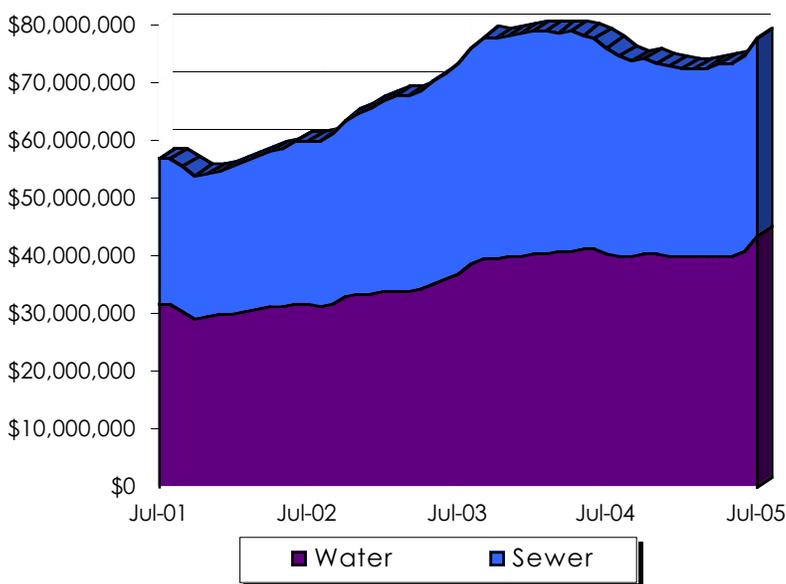
The overall annualized value was \$533,554,737, up 0.58% from the same period a year ago. The annualized value of new residential construction increased to a value of \$146,869,109, down 5.23% from a year ago. The annualized value of new commercial construction increased 2.98% to \$386,685,628.*

* As of January 2002, data on commercial construction value is based on both the building shell and interior finish work, per the Building Inspection Department.

The actual water and sewer customer billing revenues in July were \$6,389,134 and \$3,062,698, an increase of 67.81% and 13.00% respectively, compared to July 2004 revenues. The aggregate water and sewer accounts netted \$9,451,832 for an increase of 45.01%.

Annualized Water & Sewer Billings

Figure XII



July consumption brought annualized revenue of \$43,397,313 for water and \$34,191,362 for sewer, totaling \$77,588,675. This total represents an increase of 1.88% compared to last year's annualized revenue.

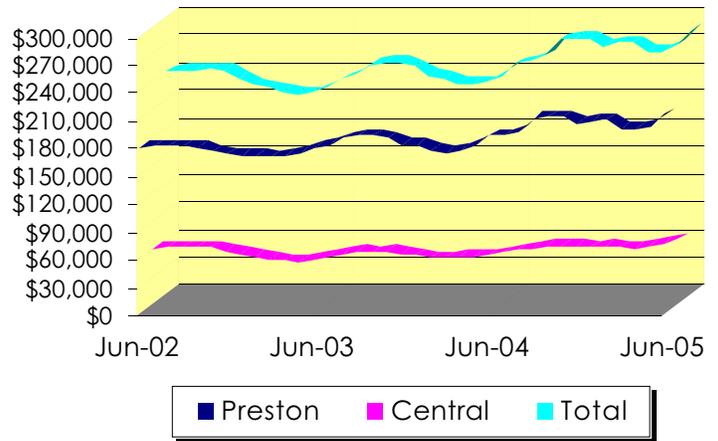
Figure XII presents the annualized billing history of water and sewer revenues for July 2001 through July 2005.

Economic Analysis

June revenue from hotel/motel tax was \$318,149. This represents an increase of \$45,310 or 16.61% compared to June 2004. The average monthly revenue for the past six months (see graph) was \$284,524, an increase of 14.80% from the previous year's average. The six-month average for the Central area increased to \$69,376 and the Preston area average increased to \$215,148 from the prior year.

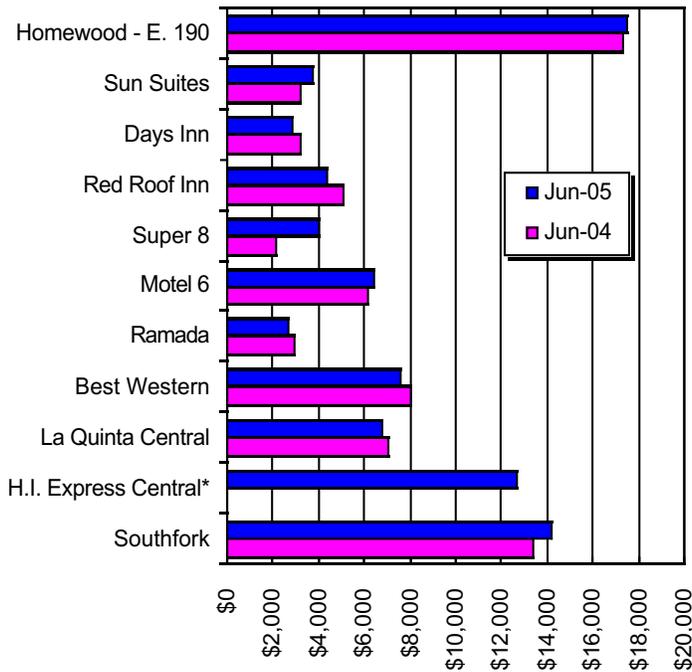
¹This amount will not always equal the hotel/motel taxes reported in the financial section. The economic report is based on the amount of taxes earned during a month, while the financial report indicates when the City received the tax.

Hotel/Motel Occupancy Tax Six Month Trend Figure XIII



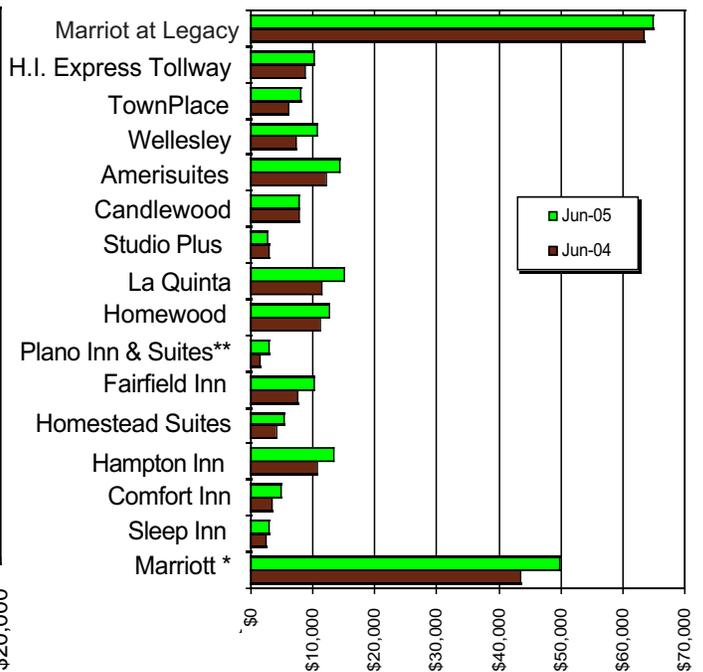
Figures XIV and XV show the actual occupancy tax revenue from each hotel/motel in Plano for June 2005 compared to the revenue received in June 2004.

Hotel/Motel Occupancy Tax Monthly Comparison by Hotel - Central Figure XIV



*The Holiday Inn Express, formerly the Holiday Inn, was closed for remodeling from the middle of January 2004 to July 2004.

Hotel/Motel Occupancy Tax Monthly Comparison by Hotel - Preston Figure XV



* Since December 1998, Marriott International Tax Revenue Numbers On This Graph Represent Three (3) Marriott-Owned Hotels (Courtyard By Marriott 1N4, 1ND, and Residence Inn #323)

** Formerly the Hearthside Hotel

The background image shows a city street scene. On the left, there is an outdoor cafe area with several tables and chairs, some with white cushions. In the middle ground, there is a brick building with a large window. The sky is bright and cloudy. The overall scene is a typical urban environment.

Section 3

City of Plano Comprehensive Monthly Finance Report

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

Investment Report

INVESTMENT REPORT

JULY, 2005

Interest received during July totaled \$597,049 and represents interest paid on maturing investments and coupon payments on investments. Interest allocation is based on average balances within each fund during the month.

During July, the two-year Treasury note yield increased throughout the month, starting at 3.63 and ending at 4.01.

As of July 31, a total of \$198.3 million was invested in the Treasury Fund. Of this amount, \$22.0 million was General Obligation Bond Funds, \$.5 million was Water & Sewer Revenue Bond Funds, and \$175.8 million was in the remaining funds.

Investments	Current Month Actual	Fiscal Y-T-D	Prior Fiscal Y-T-D	Prior Fiscal Year Total
(1) Funds Invested	\$19,000,000	\$136,416,000	\$127,145,000	\$133,145,000
(2) Interest Received	\$597,049	\$4,984,522*	\$4,778,077	\$5,735,635
(3) Earnings Potential Factor	130.2%	118.7%	137.5%	193.4%
(4) Investment Potential	125.2%	109.7%	103.9%	100.4 %
(5) Actual Aggressive Dividend	\$35,959	\$527,592	\$202,681	\$239,104
(6) Average 2 Year T-Note Yield	4.01		2.68	

* See interest allocation footnote on Page C-3.

- (1) Does not include funds on deposit earning an "earnings credit" rate and/or moneys in investment pools.
- (2) Cash basis.
- (3) Comparison of actual yield of investments to average yield of 2 year Treasury notes for current month.
- (4) Measures the percent of funds invested at month end compared to total available investable funds.
- (5) Difference between amount of interest earned due to aggressive investing of funds, when compared to passive use of funds earning an "earnings credit" rate, during current month.
- (6) Compares 2005 to 2004.

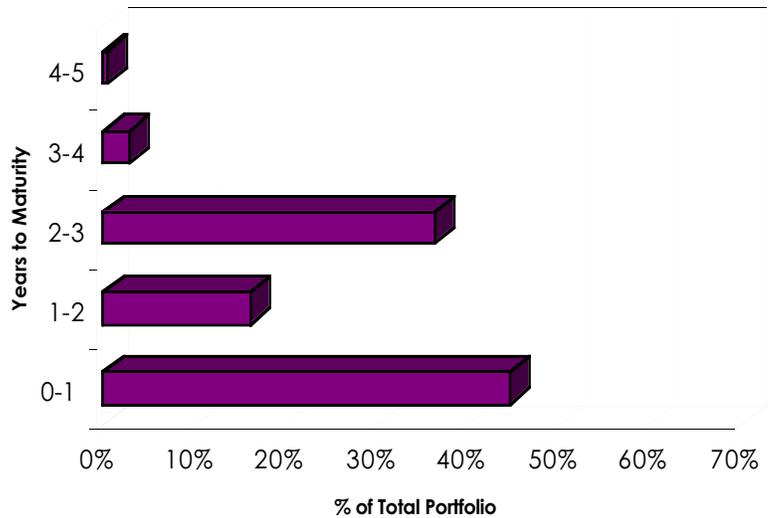
Month-to-Month Comparison

	June 05	July 05	Difference
Portfolio Holding Period Yield	3.04	3.08	.04 (4 basis points)
Avg. 2-Year T-Note Yield	3.63	4.01	.04 (4 basis points)

INVESTMENT REPORT

Portfolio Maturity Schedule Figure I

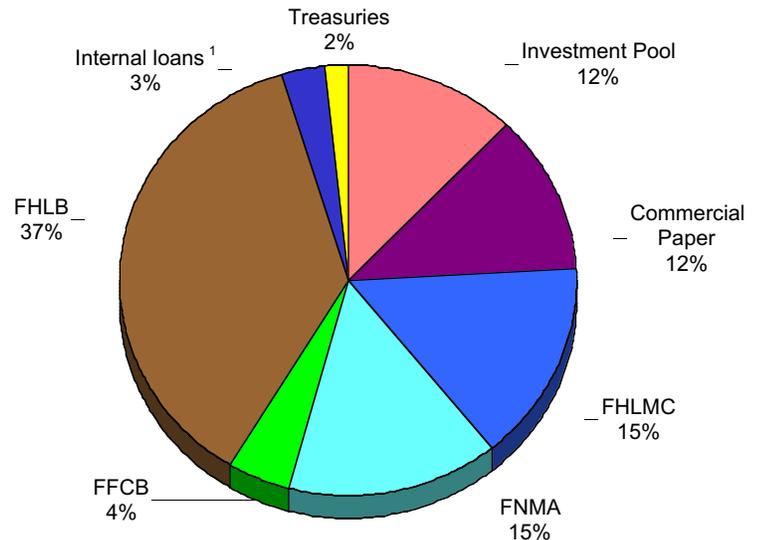
Years to Maturity*	Face Value	% Total
0-1	\$ 110,619,619	44.55%
1-2	39,760,000	16.01%
2-3	90,265,000	36.35%
3-4	6,665,000	2.68%
4-5	1,000,000	0.40%
Total	\$ 248,309,619	100.00%



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

Portfolio Diversification Figure II

Type	Face Value	% Total
Investment Pool	\$ 30,305,619	12.20%
Commercial Paper	29,364,000	11.83%
FHLMC	37,665,000	15.17%
FNMA	37,500,000	15.10%
FFCB	10,695,000	4.31%
FHLB	90,780,000	36.56%
Internal loans ¹	8,000,000	3.22%
Treasuries	4,000,000	1.61%
Total	\$ 248,309,619	100.00%



¹ Internal loans on annual basis as percent of portfolio

INVESTMENT REPORT

Allocated Interest/Fund Balances July, 2005

Figure III

Fund	Allocated Interest		Fund Balance	
	Current Month	Fiscal Y-T-D	End of Month	% of Total
General	109,209.43	526,050.62	\$33,946,036.74	17.12%
G.O. Debt Service	78,729.35	334,168.69	26,064,507.92	13.15%
Street & Drainage Improvements	(3,334.09)	(20,146.40)	(222,831.69)	-0.11%
Sewer CIP	21,536.38	90,202.96	7,314,226.55	3.69%
Capital Reserve	79,537.16	334,237.01	27,119,911.97	13.68%
Water & Sewer Operating	(21,734.79)	(89,837.94)	(7,184,706.84)	-3.62%
Water & Sewer Debt Service	9,490.60	36,633.16	3,390,039.91	1.71%
W & S Impact Fees Clearing	1,500.55	5,851.27	518,674.52	0.26%
Park Service Area Fees	12,039.18	50,076.00	4,109,844.78	2.07%
Property / Liability Loss	16,140.90	67,927.71	5,478,769.86	2.76%
Information Services	24,392.45	101,676.92	8,279,207.54	4.18%
Equipment Replacement	29,175.81	122,972.89	9,689,557.47	4.89%
Developers' Escrow	19,956.86	83,804.51	6,754,657.58	3.41%
G.O. Bond Funds	64,673.21	274,815.26	21,993,135.61	11.09%
Municipal Drainage Bond Clearing	2,906.97	12,152.00	988,577.66	0.50%
Other	148,359.12	618,116.37	49,920,700.40	25.18%
Total	\$590,139.17	\$2,543,821.19	\$198,257,454.08	100.00%

Footnote: All City funds not restricted or held in trust are included in the Treasury Pool. As of July 31, 2005, allocated interest to these funds may include an adjustment to fair value as required by GASB 31.

Portfolio Statistics

Month	Total Invested (End of Month)	Portfolio Yield	# Securities		Weighted Avg Maturity (Days)	# Securities
			Purchased*	Matured/ Sold/Called		
Feb-04	258,925,214	2.69%	12	11	1087	158
Mar-04	253,572,319	2.30%	9	28	841	139
Apr-04	245,726,182	2.30%	8	11	835	136
May-04	234,169,952	2.41%	6	3	871	142
Jun-04	229,806,945	2.49%	2	3	861	141
Jul-04	222,498,884	2.49%	2	4	857	139
Aug-04	228,040,422	2.46%	2	5	808	135
Sep-04	193,870,437	2.71%	1	10	911	127
Oct-04	186,405,776	2.74%	4	4	925	127
Nov-04	184,228,731	2.80%	7	8	921	125
Dec-04	206,210,169	2.77%	5	2	801	128
Jan-05	239,173,039	2.75%	13	2	672	139
Feb-05	253,145,268	2.87%	9	4	809	144
Mar-05	239,564,985	2.83%	2	4	639	142
Apr-05	234,335,664	2.92%	2	5	628	139
May-05	222,340,943	2.93%	8	4	643	143
Jun-05	253,295,488	3.04%	4	4	544	143
Jul-05	248,309,619	3.08%	7	3	534	147

* Does not include investment pool purchases.

INVESTMENT REPORT

*Equity in Treasury Pool
By Major Category
Figure IV*

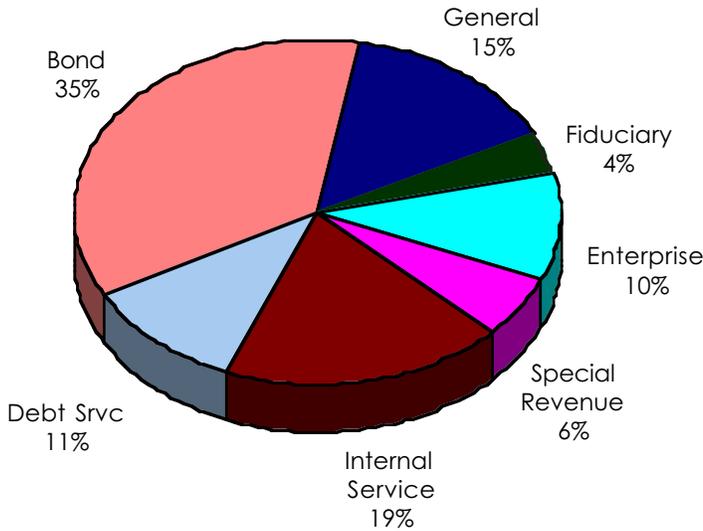
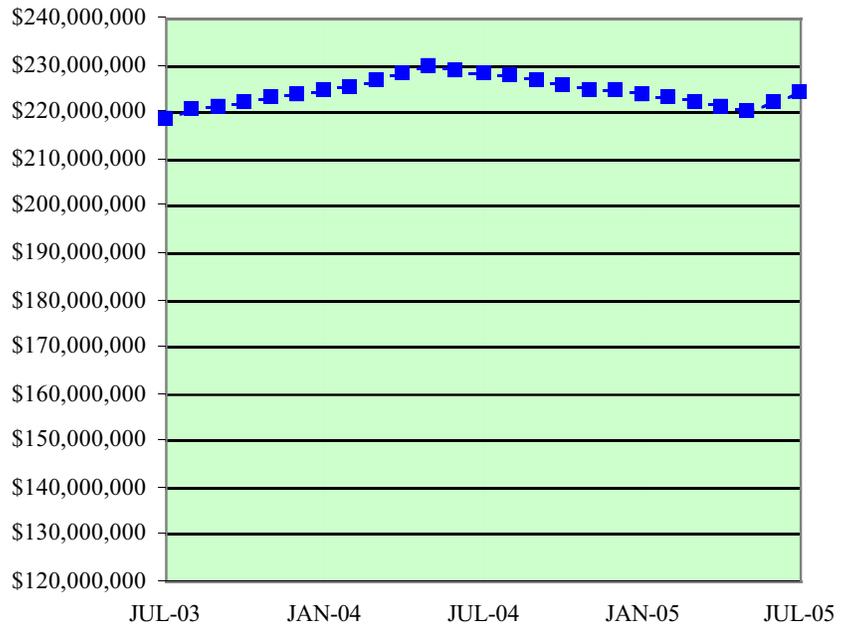
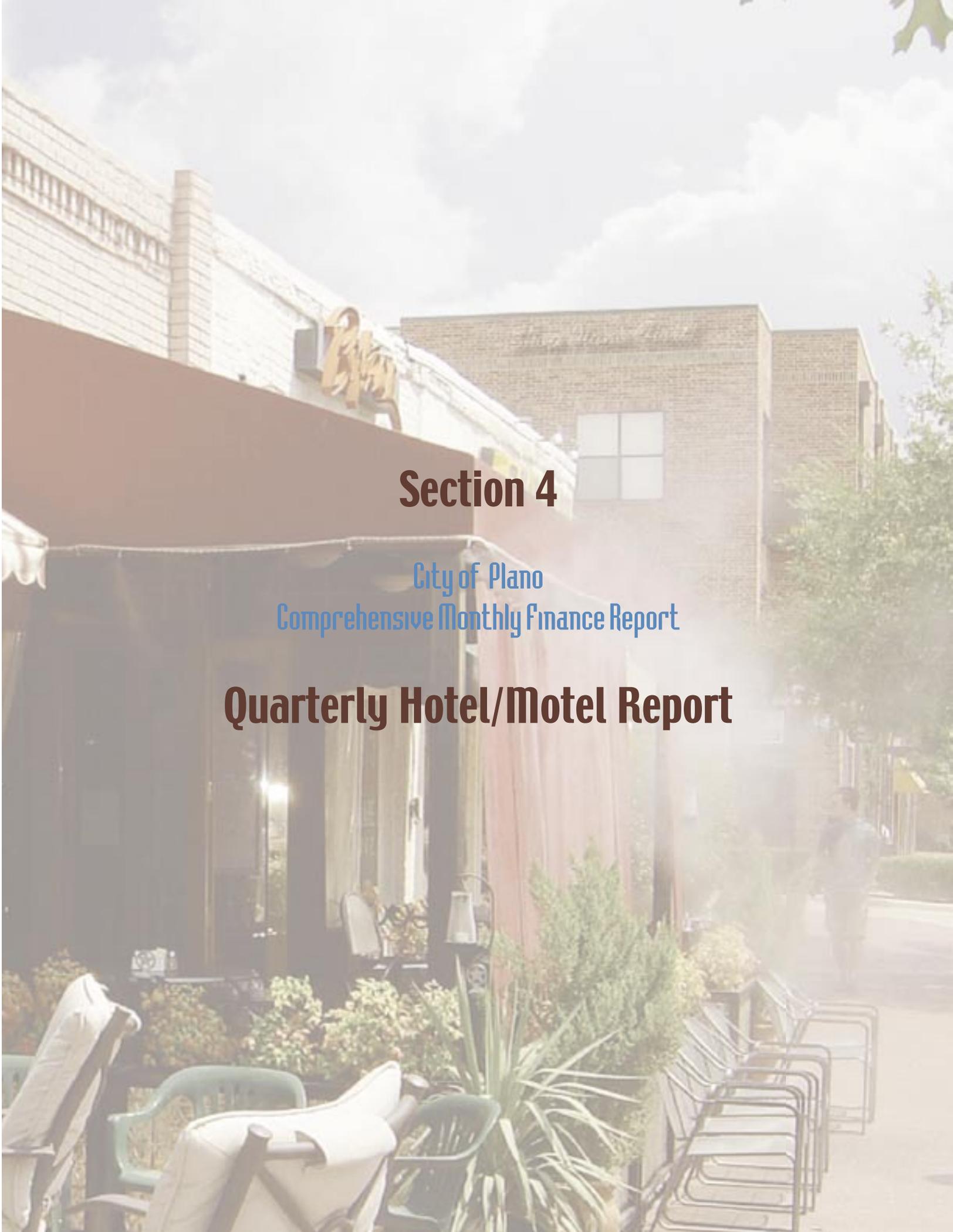


Figure IV shows a breakdown of the various sources of funds for the City's Treasury Pool as of July 31, 2005. The largest category is made up of Bond Funds in the amount of \$87.4 million. Closest behind is the Internal Service Fund with a total of \$45.7 million, and the General Fund with \$35.7 million.

*Annualized Average Portfolio
Figure V*

The annualized average portfolio for July 31, 2005 was 224,076,712. This is a decrease of \$4,339,138 when compared to the July 2004 average of \$228,415,850.



The background image shows a multi-story brick building, likely a hotel, with a large outdoor patio area in the foreground. The patio features several green plastic chairs with white cushions, a small table, and some potted plants. A person is visible walking on a sidewalk to the right of the patio. The sky is bright with some clouds.

Section 4

City of Plano
Comprehensive Monthly Finance Report

Quarterly Hotel/Motel Report

Hotel / Motel Occupancy Tax Revenue Report

Comparative Quarterly Statistics Quarter Ending 06/30/05 Table I

	2002-03 Fourth	2003-04 First	2003-04 Second	2003-04 Third	2003-04 Fourth	2004-05 First	2004-05 Second	2004-05 Third
Quarterly Total (Actual)*	\$752,059	\$658,187	\$697,317	\$789,712	\$854,389	\$746,703	\$814,641	\$892,505
Number of Rooms	3,732	3,732	3,569	3,569	3,706	3,706	3,706	3,705
Average Daily Occupancy	2,474	2,207	2,215	2,388	2,479	2,343	2,391	2,555
Actual Revenue per Room	\$202	\$176	\$195	\$221	\$231	\$201	\$220	\$241
Annualized Revenue	\$2,788,615	\$2,798,351	\$2,849,321	\$2,897,275	\$2,999,606	\$3,088,122	\$3,205,445	\$3,308,238
Average Room Rate	\$64	\$63	\$65	\$67	\$71	\$67	\$70	\$71
Average Occupancy Rate	58.06%	52.06%	54.41%	59.56%	59.63%	55.67%	58.06%	61.38%

Quarterly Hotel / Motel Tax Revenue

Total tax receipts of \$892,505 were received in the quarter ending June 30, 2005. The number of rooms available in Plano decreased by one room in the third quarter of fiscal year 2004-05. Occupancy tax revenues increased by 13.02% when compared to the third quarter of fiscal year 2003-2004.

Table I contains the actual quarterly hotel occupancy revenue for the fourth quarter of fiscal year 2002-03 through the third quarter of fiscal year 2004-05.

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

City of Plano
Hotel Occupancy Revenues
Table II

First Quarter

	2002-03			2003-04			2004-05			2002-03			2003-04			2004-05		
		Percent Change		Percent Change		Percent Change		Percent Change		Percent Change		Percent Change		Percent Change		Percent Change		
Ramada	\$ 8,581	-32.59%	\$ 6,390	-25.53%	\$ 5,552	-13.12%	\$ 8,144	-13.34%	\$ 7,276	-10.65%	\$ 5,243	-27.94%						
Harvey House	\$ 37,436	-12.45%	\$ 20,033	-46.49%	\$ 31,387	56.68%	\$ 32,114	-22.14%	\$ 27,874	-13.20%	\$ 27,880	0.02%						
H. I. Express Central	\$ 18,556	-33.10%	\$ 23,930	28.96%	\$ 21,627	-9.62%	\$ 14,914	-41.59%	\$ 1,458	-90.22%	\$ 27,884	1812.34%						
La Quinta Central	\$ 14,475	-20.54%	\$ 16,724	15.54%	\$ 15,804	-5.50%	\$ 12,730	-35.52%	\$ 16,383	28.69%	\$ 15,087	-7.91%						
Marriott	\$ 116,054	-3.58%	\$ 118,635	2.22%	\$ 116,556	-1.75%	\$ 117,552	-1.90%	\$ 115,052	-2.13%	\$ 126,933	10.33%						
Motel 6	\$ 15,690	-21.35%	\$ 15,904	1.37%	\$ 16,759	5.38%	\$ 15,314	-16.09%	\$ 15,538	1.46%	\$ 15,608	0.46%						
Sleep Inn	\$ 8,678	-12.25%	\$ 6,644	-23.44%	\$ 7,371	10.95%	\$ 8,138	-14.76%	\$ 7,513	-7.68%	\$ 6,383	-15.04%						
H.I Express	\$ 9,449	-11.95%	\$ 7,754	-17.94%	\$ 9,346	20.53%	\$ 8,741	-14.24%	\$ 7,964	-8.89%	\$ 11,167	40.21%						
Best Western	\$ 14,200	-21.41%	\$ 16,411	15.57%	\$ 18,578	13.20%	\$ 14,918	-14.76%	\$ 19,427	30.23%	\$ 16,149	-16.87%						
Super 8	\$ 9,171	-15.90%	\$ 6,426	-29.93%	\$ 7,362	14.56%	\$ 8,176	-13.03%	\$ 5,653	-30.85%	\$ 8,286	46.57%						
Hampton Inn	\$ 26,831	5.11%	\$ 27,229	1.48%	\$ 29,652	8.90%	\$ 25,869	-5.76%	\$ 28,181	8.94%	\$ 35,917	27.45%						
Mainstay Suites	\$ 8,698	6.40%	\$ 6,940	-20.21%	\$ 11,393	64.15%	\$ 11,497	2.07%	\$ 7,307	-36.45%	\$ 11,291	54.52%						
Red Roof Inn	\$ 12,470	-11.48%	\$ 12,943	3.79%	\$ 12,602	-2.63%	\$ 11,274	-7.86%	\$ 11,726	4.00%	\$ 11,162	-4.80%						
Days Inn	\$ 8,434	-11.22%	\$ 8,230	-2.42%	\$ 8,257	0.32%	\$ 6,015	-28.96%	\$ 6,870	14.23%	\$ 7,271	5.83%						
Fairfield Inn	\$ 16,877	-3.78%	\$ 18,580	10.09%	\$ 24,529	32.02%	\$ 17,041	-5.98%	\$ 19,183	12.57%	\$ 25,502	32.94%						
Plano Inn & Suites	\$ 6,942	-47.70%	\$ 7,041	1.43%	\$ 3,090	-56.11%	\$ 4,734	-30.63%	\$ 4,796	1.32%	\$ 3,382	-29.49%						
Homewood	\$ 33,733	-0.58%	\$ 29,872	-11.44%	\$ 30,469	2.00%	\$ 31,661	-10.70%	\$ 34,609	9.31%	\$ 35,186	1.67%						
La Quinta	\$ 25,188	-1.80%	\$ 26,530	5.33%	\$ 30,766	15.97%	\$ 22,502	-24.14%	\$ 27,531	22.35%	\$ 33,459	21.54%						
Studio Plus	\$ 6,531	-11.66%	\$ 5,515	-15.55%	\$ 7,779	41.04%	\$ 7,387	-19.20%	\$ 6,871	-6.99%	\$ 9,147	33.12%						
Amerisuites	\$ 25,249	-21.29%	\$ 33,303	31.90%	\$ 36,515	9.64%	\$ 25,082	-20.81%	\$ 34,210	36.39%	\$ 38,291	11.93%						
Candlewood	\$ 15,448	-6.67%	\$ 17,412	12.71%	\$ 22,462	29.00%	\$ 17,034	-9.44%	\$ 19,989	17.35%	\$ 25,213	26.14%						
Sun Suites	\$ 7,079	2.90%	\$ 7,538	6.49%	\$ 9,246	22.67%	\$ 6,738	-9.43%	\$ 6,895	2.33%	\$ 8,805	27.71%						
Wellesley Inn	\$ 14,670	-7.27%	\$ 18,108	23.44%	\$ 18,154	0.25%	\$ 15,576	-20.08%	\$ 17,909	14.98%	\$ 14,125	-21.13%						
Town Place Suites	\$ 13,847	30.87%	\$ 12,412	-10.37%	\$ 20,475	64.97%	\$ 13,219	-24.02%	\$ 14,392	8.87%	\$ 21,328	48.19%						
H.I Express Tollway	\$ 22,647	45.95%	\$ 23,024	1.66%	\$ 24,257	5.36%	\$ 20,695	-10.47%	\$ 24,363	17.73%	\$ 26,205	7.56%						
Marriott at Legacy	\$ 151,519	34.51%	\$ 143,290	-5.43%	\$ 180,538	25.99%	\$ 169,284	14.48%	\$ 175,883	3.90%	\$ 203,970	15.97%						
Homewood - E. 190	\$ -	n/a	\$ 21,367	n/a	\$ 26,176	22.51%	\$ -	n/a	\$ 32,465	n/a	\$ 43,765	34.81%						
Quarter Total	\$ 648,451	-1.23%	\$ 658,187	1.50%	\$ 746,703	13.45%	\$ 646,348	-6.46%	\$ 697,317	7.89%	\$ 814,641	16.83%						
Y-T-D Revenues	\$ 648,451	-1.23%	\$ 658,187	1.50%	\$ 746,703	13.45%	\$ 1,294,799	-3.91%	\$ 1,355,504	4.69%	\$ 1,561,344	15.19%						

Second Quarter*

Third Quarter*

	2002-03			2003-04			2004-05			2002-03			2003-04			2004-05		
		Percent Change		Percent Change		Percent Change												
Ramada	\$ 10,571	7.28%	\$ 8,349	-21.02%	\$ 7,639	-8.50%	\$ 9,428	-12.36%	\$ 8,479	-10.06%	\$ -	n/a						
Southfork	\$ 42,254	-18.80%	\$ 33,105	-21.65%	\$ 37,470	13.19%	\$ 29,023	-32.49%	\$ 31,618	8.94%	\$ -	n/a						
H. I. Express Central	\$ 22,974	-11.22%	\$ -	-100.00%	\$ 33,456	n/a	\$ 23,037	0.90%	\$ 10,057	-56.34%	\$ -	n/a						
La Quinta Central	\$ 16,748	-25.79%	\$ 19,985	19.33%	\$ 20,720	3.67%	\$ 18,680	-5.93%	\$ 19,562	4.72%	\$ -	n/a						
Marriott	\$ 125,323	-8.36%	\$ 130,065	3.78%	\$ 123,874	-4.76%	\$ 125,685	5.45%	\$ 136,091	8.28%	\$ -	n/a						
Motel 6	\$ 19,097	1.71%	\$ 17,628	-7.69%	\$ 17,867	1.35%	\$ 19,128	0.51%	\$ 18,147	-5.13%	\$ -	n/a						
Sleep Inn	\$ 10,748	-10.66%	\$ 7,489	-30.32%	\$ 8,344	11.42%	\$ 10,388	-16.75%	\$ 8,049	-22.51%	\$ -	n/a						
Comfort Inn	\$ 8,567	-30.79%	\$ 9,882	15.35%	\$ 14,120	42.88%	\$ 6,659	-30.06%	\$ 10,141	52.30%	\$ -	n/a						
Best Western	\$ 18,712	3.34%	\$ 21,883	16.95%	\$ 18,993	-13.21%	\$ 18,551	7.31%	\$ 20,866	12.48%	\$ -	n/a						
Super 8	\$ 8,857	-26.75%	\$ 6,129	-30.80%	\$ 10,723	74.95%	\$ 8,329	-23.91%	\$ 6,929	-16.81%	\$ -	n/a						
Hampton Inn	\$ 25,279	-11.06%	\$ 30,767	21.71%	\$ 39,348	27.89%	\$ 28,436	0.43%	\$ 33,500	17.81%	\$ -	n/a						
Homestead Suites	\$ 12,275	1.11%	\$ 10,225	-16.70%	\$ 14,370	40.53%	\$ 9,216	-35.08%	\$ 10,484	13.76%	\$ -	n/a						
Red Roof Inn	\$ 16,496	17.00%	\$ 14,436	-12.49%	\$ 13,642	-5.50%	\$ 13,951	8.91%	\$ 14,098	1.06%	\$ -	n/a						
Days Inn	\$ 10,435	-7.37%	\$ 9,361	-10.29%	\$ 8,525	-8.93%	\$ 9,515	-12.69%	\$ 9,430	-0.89%	\$ -	n/a						
Fairfield Inn	\$ 16,909	-5.44%	\$ 22,253	31.60%	\$ 28,685	28.90%	\$ 16,919	1.68%	\$ 22,923	35.48%	\$ -	n/a						
Plano Inn & Suites	\$ 7,590	-0.50%	\$ 4,928	-35.08%	\$ 4,992	1.30%	\$ 6,481	-22.06%	\$ 4,603	-28.97%	\$ -	n/a						
Homewood Suites	\$ 37,566	8.70%	\$ 35,314	-5.99%	\$ 38,965	10.34%	\$ 38,294	5.81%	\$ 37,484	-2.12%	\$ -	n/a						
La Quinta	\$ 29,830	-12.06%	\$ 33,750	13.14%	\$ 42,082	24.69%	\$ 31,654	0.91%	\$ 31,282	-1.18%	\$ -	n/a						
Studio Plus	\$ 9,461	18.48%	\$ 8,516	-9.98%	\$ 8,704	2.20%	\$ 8,809	-17.59%	\$ 8,543	-3.02%	\$ -	n/a						
Amerisuites	\$ 33,516	11.06%	\$ 38,825	15.84%	\$ 40,307	3.82%	\$ 37,064	31.62%	\$ 35,869	-3.22%	\$ -	n/a						
Candlewood	\$ 15,027	-17.79%	\$ 27,776	84.85%	\$ 22,611	-18.60%	\$ 16,877	0.95%	\$ 20,484	21.37%	\$ -	n/a						
Sun Suites	\$ 9,616	30.58%	\$ 9,279	-3.50%	\$ 11,445	23.34%	\$ 8,028	-7.10%	\$ 10,720	33.53%	\$ -	n/a						
Wellesley Inn	\$ 19,010	1.22%	\$ 20,810	9.47%	\$ 20,304	-2.43%	\$ 20,559	9.19%	\$ 20,566	0.03%	\$ -	n/a						
Town Place Suites	\$ 13,846	-8.07%	\$ 19,258	39.09%	\$ 25,864	34.31%	\$ 21,458	24.36%	\$ 25,764	20.07%	\$ -	n/a						
H.I Express Tollway	\$ 23,432	-7.68%	\$ 27,082	15.58%	\$ 28,772	6.24%	\$ 24,776	8.57%	\$ 25,324	2.21%	\$ -	n/a						
Marriott at Legacy	\$ 177,620	24.08%	\$ 181,839	2.38%	\$ 202,050	11.11%	\$ 189,988	37.25%	\$ 229,161	20.62%	\$ -	n/a						
Homewood - E. 190	\$ -	n/a	\$ 40,776	n/a	\$ 48,634	19.27%	\$ 1,126	100.00%	\$ 44,218	100.00%	\$ -	n/a						
Quarter Total	\$ 741,758	-0.65%	\$ 789,712	6.47%	\$ 892,505	13.02%	\$ 752,059	6.65%	\$ 854,389	13.61%	\$ -	n/a						
Y-T-D Revenues	\$ 2,036,557	-2.75%	\$ 2,145,217	5.34%	\$ 2,453,849	14.39%	\$ 2,788,615	-0.38%	\$ 2,999,606	7.57%	\$ 2,453,849	n/a						

Fourth Quarter*

*Closure of the Holiday Inn (now Holiday Inn Express) for remodeling during the second and third fiscal quarters, and one month of the fourth fiscal quarter (FY 2003-04), caused the greater than average differentiation in year-to-year revenues for that hotel.

Preliminary Open Meeting Item V.

Presentation on Imaging
Vicki Smith

Va

MEMO

DATE: August 8, 2005

TO: Honorable Mayor and City Council
City Manager Muehlenbeck

FROM: Di Zucco, Assistant City Secretary

RE: Personnel Appointment - Executive and Worksession Meetings

The following appointments will be considered on August 22, 2005.

<p><u>Executive Session</u> <u>No Items for Consideration</u></p>	<p><u>Worksession Meeting</u> <u>Reappointments:</u> Animal Shelter Advisory Committee Plano Housing Authority</p>
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**Discussion/Action Items for Future Council Agendas
(as of August 16, 2005)**

Additional rescheduling of Council meetings may be necessary due to elections and the PISD calendar. These changes will be made as soon as the dates are confirmed.

August 18 - District 4 Roundtable - 7. p.m. – Vines High School Cafeteria

August 31

Public Hearing - Budget

September 5 – Labor Day Holiday

September 12

Keep Plano Beautiful Commission and Transition Revitalization Commission Reports
Adoption of Operating Budget, Community Investment Program and Set Tax Rate

Public Hearing: Zoning Case 2005-29 - A request to zone 18.8± acres located on the north side of Windhaven Parkway, 670± feet west of Midway Road. The current zoning is Agricultural (A). The requested zoning is Planned Development-Single-Family Residence-Attached/Single-Family Residence-6 (PD-SF-A/SF-6). Zoned Agricultural. **Applicant: Crow-Billingsley Windhaven, Ltd.**

September 25 – 28 – ICMA - Minneapolis

September 26

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report
Parks and Recreation Planning Board Report
Public Art Committee Report

October 3 – 7 – PISD Fall Break

October 10

Building Standards Commission and Board of Adjustment Reports

October 24

DART Status Report
Mobility Report
Comprehensive Monthly Financial Report

A handwritten signature in black ink, appearing to be 'V.H.A.', is located in the bottom right corner of the page.

October 26 – 29 – TML – Gaylord Texan, Grapevine

November 10 – District 2 Roundtable – Plano Sports Authority – 2nd floor

November 14

November 24 – 25 – Thanksgiving Holidays

November 28

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

December 6 – 10 – NLC – Charlotte, NC

December 12

December 20 – Employee Holiday Luncheon – Plano Centre

December 23 – 26 – Christmas/ Winter Holidays

December 28 (rescheduled from 12/26) (Winter Holiday)

DART Status Report

Mobility Report

Comprehensive Monthly Financial Report

January 2, 2006 – New Year Holiday

V111h



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager		
Agenda Coordinator (include phone #):		Sharon Wright ext. 7107		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: Library Card Sign-up Month, September 2005				
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		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	8/16/05	
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: World Literacy Month - September, 2005				
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		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05		Reviewed by Legal	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office		Initials	Date
Department Head	Tom Muehlenbeck		Executive Director	
Dept Signature:		City Manager	<i>AM</i>	<i>8/22/05</i>
Agenda Coordinator (include phone #): Sharon Wright Ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Presentation: To Council from Plano Art Association				
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		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	8/22 /05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	City Manager's Office	Initials	Date	
Department Head	Tom Muehlenbeck	Executive Director		
Dept Signature:		City Manager	<i>DM</i>	<i>8/15/05</i>
Agenda Coordinator (include phone #): Sharon Wright ext. 7107				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER				
CAPTION				
Proclamation: Boy Scout Recruitment Week				
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		

Resident Council

Public Housing and Section 8 participants meet the 3rd Tuesday of each month at the Douglass Community Center to discuss housing issues, plan community events, and host informative speakers. All public housing and Section 8 participants are members of the resident council. Some members serve as President, Vice-President, and Secretary/Treasurer.

Board of Commissioners

Five member board that provides governance and administrative control of the Section 8 and public housing programs. One member of this board is a resident of public housing known as the Resident Commissioner.

Family Self Sufficiency

Committee (PCC)

Works closely with the FSS coordinator to provide oversight to the Family Self Sufficiency program for resident. This 8 member committee is responsible for securing both private and public resources and for planning the annual fall festival.

For more information on Department of Housing and Urban Development or the programs administered by Plano Housing Authority, visit www.hud.gov



Plano Housing Authority

Board of Commissioners

Linda Hester
Chairperson
Paul Gephart
Vice-Chairperson
Jaime Brown
Commissioner
Karen Sparks
Commissioner
Myrtle Hightower
Commissioner

Family Self Sufficiency Committee

Greg Huckaby
Chairperson
Joe Milkes
Vice-Chairperson
Walter Norris
Earnest Burke
Brenda McDonald
Diana Axthelm
Evelyn Sandberg
Carl Pribanic

Helen Macey
Executive Director



Plano Housing Authority

1111 Avenue H, Bldg. A
Plano, Texas 75074
972-423-4928 Phone
972-516-0251 Fax
www.planoha.org





Plano Housing Authority

Mission Statement:
Providing Quality Affordable Housing to Low Income families
while offering opportunities that enable families to achieve self sufficiency.

Public Housing

Plano Housing Authority owns and manages 50 public housing units in the city of Plano. The Public Housing units give low income families the opportunity to enjoy safe, decent, drug free housing at an affordable rental rate. The Douglass Community in East Plano is home to twenty six 1, 2, and 3 bedroom duplex homes. As members of the Douglass Community, public housing residents are afforded many opportunities to access city resources and their children are encouraged to participate in the Boys & Girls Club and Douglass Recreational Center activities.



Plano Housing Authority also owns twenty-four 3 and 4 bedroom single family dwelling homes in mixed income neighborhoods, encouraging future homeownership.

Public housing residents pay about 30% of their adjusted monthly income in rent. Residents can also choose to pay a flat rent amount determined by the reasonable market value of the unit. Residents must comply with family obligations at all times or could be evicted. Public housing residents can also choose to apply for the Section 8 Housing Choice Voucher Program without affecting their assistance as Public housing residents.



Section 8 Housing Choice Voucher Program

In many communities, there is a shortage of safe, decent affordable housing. The Section 8 program gives elderly persons, disabled persons, and low income working families the choice to rent in many different neighborhoods.

The Section 8 program provides vouchers for rental subsidies for qualifying families and allows them to rent homes from private property owners. Property owners determine the rents for their units but the rent must be comparable to nonassisted units in the area (fair market and rent reasonable). Property Owners are encouraged to screen their prospective Section 8 tenants by using credit, background and rental history checks. The same standards that apply to nonassisted tenants should be used when screening. Selection of clients cannot be based on race, color, age, religion, sex, familial status, or any other discriminatory factors. The units rented must pass a Housing Quality Standards Inspection annually to insure that Section 8 tenants have safe, decent and sanitary housing.

Section 8 participants pay about 30—40% of their adjusted monthly income in rent and Plano Housing Authority sends an additional check to the property owner for the difference in rent. If the family has a reduction or increase in income, the portions of rent are adjusted accordingly.

Property Owners participate in Section 8 because it insures timely rent collections, lower unit turnover, and unit maintenance! Please contact Plano Housing Authority if you would like to participate in the Section 8 Program.

Section 8 Homeownership Program



Section 8 voucher holders are encouraged to use their vouchers to purchase their first home. Plano Housing Authority subsidizes the mortgage of the homeowner/voucher

holder in the same manner as the rental subsidy program. Homeowners must be credit worthy to obtain independent financing.

The Family Self Sufficiency program



(FSS) coordinates the use of public and private resources to enable families eligible for assisted housing

to achieve economic independence and self sufficiency. The objective of the FSS program is to eliminate the dependency of low income families on welfare assistance such as TANF, Food Stamps, and subsidized housing. Under the FSS program, families are provided opportunities for education, job training, counseling, budget and credit education, and other forms of social and private services committed to helping the family achieve self sufficiency. The success of the



program is measured by the number of families who gain first time meaningful employment, obtain higher paying jobs, no longer need benefits under one or more welfare programs, obtain a high school diploma or higher education degree, become *homeowners*, or *accomplish* similar goals that will assist in obtaining economic independence.



Plano Housing Authority

Education, Career Training, Family Budgeting, Homeownership,

Escrow Savings Account, Employment.

Economic Independence NOT Economic Dependence

Passport to Success 2005

Plano Housing Authority's Family Self Sufficiency Program **plans journeys** to economic independence. The Family Self Sufficiency Program **navigates choices** in the **right direction** by **mapping out goals and destinations**.

Success is Journey, not a destination.

FSS gives you a passport to begin that journey.

FSS reinforces the ideas of personal responsibility, high self worth, effort, personal decision making, discipline, cooperation, accountability for one's own actions, and the value of work. The combination of these ideas equate to self sufficiency. The potential five years that a family spends on this program are for cultivating and reinforcing these ideas and making them lifetime habits.

The Family Self Sufficiency program (FSS) coordinates the use of public and private resources to enable families eligible for assisted housing to achieve economic independence and self sufficiency. The objective of the FSS program is to eliminate the dependency of low income families on welfare assistance such as TANF, Food Stamps, and subsidized housing. Under the FSS program, families are provided opportunities for education, job training, counseling, budget and credit education, and other forms of social and private services committed to helping the family achieve self sufficiency. The success of the program is measured by the number of families who gain first time meaningful employment, obtain higher paying jobs, no longer need benefits under one or more welfare programs, obtain a high school diploma or higher education degree, become homeowners, or accomplish similar goals that will assist in obtaining economic independence.

FSS COMMITTEE Members meet on the second Monday of each month from 6:30 p.m. to 8:30 p.m. Committee members interview prospective participants and recommend selection into the program. FSS committee members also coordinate an Annual Fall Festival celebrating the achievements of the FSS participants. FSS committee members assist in various fund raising activities during the year and provide resources to assist families in becoming economically independent. The FSS committee oversees the program, provides input to program operations, and reports to the Plano Housing Authority Board of Commissioners.

Committee members should want to become actively involved with the low income family population served by Plano Housing Authority. There is a special need for attorneys, business professionals, banking professionals, and marketing/multimedia professionals.

For more information, please contact JoAnn Rios at 972-423-4928 x 12 or jrios@planoha.org.

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 8, 2005**

COUNCIL MEMBERS

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

STAFF

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

Mayor Pro Tem Lambert called the meeting to order at 5:00 p.m., Monday, August 8, 2005, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present. Mayor Evans arrived at 5:48 p.m. Mayor Pro Tem Lambert then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071, discuss Real Estate, Section 551.072 and to discuss Economic Development, Section 551.087 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Evans reconvened the meeting back into the Preliminary Open Meeting at 6:49 p.m. in the Council Chambers where the following matters were discussed:

Consideration and Action Resulting From Executive Session Discussion

No items were brought forward.

Tom Muehlenbeck Center Design and Art Element Update

Director of Parks and Recreation Wendell spoke to providing the design update, a virtual tour, and the proposed art element for the new facility.

Mr. Wendell stated that the architectural firms of Moody-Nolan and Brinkley Sargent are making great progress with a proposed opening in the summer of 2007.

Architect Dwayne Brinkley spoke to the geographic layout, activity amenities, architectural openness, and guided the Council through a virtual tour of the facility. Creative Arts Manager Wear spoke to the art element for the facility, the artist selection panel, submissions received, and finalists determined. He spoke to a call-to-artists resulting in 92 submissions, stated that an artist has been recommended by the art selection panel and that the Public Art Committee is scheduled to view the art.

Deputy Mayor Pro Tem Johnson spoke to the success of the Haggard Park art project, to this next project, and to previous Council direction to integrate public art with the building design itself. Council Member Magnuson spoke to having recommended the use of interior art. Mayor Evans spoke to working with the architect in the design phase, incorporating art into the building, and showing a different view of what public art could be. Mayor Pro Tem Lambert spoke to the building being named after a great public official and expressing a tie-in with Municipal Management. Council Member Stahel spoke to incorporating and integrating art with the architecture. Council Member Callison spoke to not remembering things this way. Council Member Ellerbe spoke to favoring an interior piece of art.

Mr. Wear spoke to redoing the call-to-artists based on this direction. He spoke to the three finalists, two of which were interior pieces. Mayor Evans spoke to looking again at existing quality pieces that might better fit the recommendation and to not starting back at the beginning. She spoke to placing trust in the Public Art Committee selection process, and to perhaps receiving a good variety of public art to add to the collection. Council Member Callison spoke to clarifying the intent of the Council to which Deputy Mayor Pro Tem Johnson stated that the intent was to integrate art into the building itself with the artist and the architect working together and to not just choose a piece to move around from room to room. Mr. Wear stated that a recommendation will come back to the Council that better meets the Council's recommendation.

Remaining Preliminary items were discussed during the Regular Meeting. Mayor Evans convened directly into the regular meeting at 7:15 p.m. No recess was taken.

Pat Evans, MAYOR

Ken Lambert, MAYOR PRO TEM

ATTEST

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
August 8, 2005

COUNCIL MEMBERS

Pat Evans, Mayor
Ken Lambert, Mayor Pro Tem
Scott Johnson, Deputy Mayor Pro Tem
Shep Stahel
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Harry LaRosiliere

STAFF

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Frank Turner, Executive Director
Bruce Glasscock, Executive Director
Rod Hogan, Executive Director
Diane C. Wetherbee, City Attorney
Elaine Bealke, City Secretary

Mayor Evans convened the Preliminary Open Meeting directly into the Regular Session on Monday, August 8, 2005, at 7:15 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present.

The invocation was led by Associate Pastor Shannon Grubbs of the First Christian Church of Plano.

The Pledge of Allegiance was led by Girl Scout Troop 1537.

GENERAL DISCUSSION

Sonja Hammar, citizen of the City, spoke to the Council considering the community involvement of potential board/commission members so as to avoid any conflicts of interest. She stated concern regarding former Council Members utilizing the City's logo in their web sites.

Ruth R. Puckett, citizen of the City, spoke to gracious service received from City Staff.

Randy Jennings, citizen of the City, spoke to restrictions placed on citizens when speaking before the Council and to allowing citizens to provide input during General Discussion on important decisions. Council Member Magnuson spoke regarding those who speak during General Discussion and then again at the time of a Public Hearing.

City Secretary Bealke spoke to the General Discussion portion of the meeting providing an opportunity for citizens to introduce items to be placed on a future agenda. City Attorney Wetherbee stated that while not every item is a Public Hearing, if Council desires to receive input on each they may put this into place as a new practice and to General Discussion being in place for items not on the agenda or those without a Public Hearing. Ms. Bealke spoke to consent items being removed to allow for input. Mayor Pro Tem Lambert spoke to previous Public Hearings held regarding the tolling of SH 121 and Ms. Bealke spoke to the Mayor's discretion in providing for public input on those items not listed as Public Hearings. Mayor Evans spoke to continued use of discretion and invited Mr. Jennings to provide input regarding tolling SH 121.

Mr. Jennings questioned the tolling of the funded lanes west of Hillcrest and why the proposed resolution allows for excess toll revenues after the bonds are paid. He spoke to addressing the inequities that leave Collin County the most tolled in the state and one of the worst funded and questioned the decision to have more cars going through the Preston Road/SH 121 traffic light to avoid tolls on the main lanes. Mr. Jennings spoke to making a decision based on a long-term vision.

BOARD/COMMISSION PRESENTATIONS

Animal Shelter Advisory Committee

Roger Bolin, Chair of the Animal Shelter Advisory Committee, advised that the committee recommended continuous six month reviews of the Standard Operating Procedures, a review and update, if necessary, of Chapter 4 of the Code of Ordinances as it relates to Animal Regulations, that the Animal Services Division develop and adopt a policy for micro-chipping all animals placed into adoption, and that the Animal Services Division continue to evaluate implementing methods of lowering the euthanasia rate. He spoke positively regarding the quarterly meeting schedule of the board. Field Services and Fleet Manager Clark reviewed the process of micro-chipping and spoke to checks done on incoming animals. He responded to the Council that records of vaccinations could be kept in the City's data.

Planning and Zoning Commission

Laura Williamson, Chair of the Planning and Zoning Commission, updated the Council on recent activities, spoke to the interest in infill housing and discussions held during a recent worksession. She spoke to retail redevelopment and implementation of the newly revised superstore regulations. Ms. Williamson advised that the Traffic Impact Analysis Ordinance is on hold, spoke to the Retail Study Implementation Plan, review of parking requirements, and advised that parking garage façade design will be considered next week. She spoke to the Urban Townhome Zoning District to address standards for density, lot size, coverage and height restrictions and spoke to completed projects. Council Member Stahel thanked Ms. Williamson for her service on the Commission and Mayor Evans requested her participation in upcoming Council/Planning and Zoning Commission workshops.

The Council resumed discussion of the Preliminary Open Meeting.

Community Investment Program Review

Budget and Research Director Rhodes advised that the Community Investment Program (CIP) for next year is \$93.5 million with the General Obligation portion totaling \$66.9 million, Water & Sewer \$7.5 million and Capital Reserve Projects \$14.1 million.

Parks and Recreation Director Wendell reviewed the Parks Improvement Bond Program including the following major projects: Archgate Park in the amount of \$3.7 million, Memorial Park in the amount of \$1.9 million, Neighborhood Park Improvements in the amount of \$750,000, Oak Point Park in the amount of \$4 million, Tom Muehlenbeck Center in the amount of \$12 million, Trail Connections in the amount of \$750,000 and White Rock Creek Acquisitions in the amount of \$3 million. He spoke to the Park Fee Program which is funded through fees paid by developers at the time building permits are being issued and advised that all neighborhood parks have been acquired and that there is funding for greenbelts primarily on the north end of White Rock Creek. Mr. Wendell spoke to Park Capital Reserve Fund projects in the total amount of \$3.9 million renovating lights, dredging the pond at Big Lake Park, irrigation improvements, parking lot replacements and park shelter/playground replacements throughout the system.

City Engineer Upchurch reviewed street improvements proposed in the 2005-06 budget including rehabilitation projects, design projects, capacity improvements, funding continuation and miscellaneous items for a total of \$31 million. He reviewed street enhancements in the amount of \$272,000, municipal drainage projects in the amount of \$2.8 million, DART funding in the amount of \$300,000, water improvements in the amount of \$3.3 million, sewer improvements in the amount of \$4.2 million, facility projects in the amount of \$6.7 million, and Capital Reserve Facilities in the amount of \$2 million.

City Manager Muehlenbeck responded to Mayor Pro Tem Lambert that the police academy item is not the full expansion. Chief Peterson responded to Council Member Stahel that Fire Station 11 is scheduled to open in April of 2006. Mr. Upchurch spoke regarding construction on Tulane Drive and Ridgetop Lane advising that completion will be some time next year.

Director of Public Works Foster, reviewed the undersealing program in the amount of \$2 million, arterial concrete repair in the amount of \$1.8 million, residential street and alley project #1 in the amount of \$1.5 million and #2 in the amount of \$1.5 million, screening wall reconstruction in the amount of \$250,000, lighted street name signs in the amount of \$100,000, curb and median repair in the amount of \$175,000 and street name signs in the amount of \$90,000. He responded to City Manager Muehlenbeck that the City receives no federal dollars to assist in the mandated replacement of street name signs and that the cost is approximately \$75 per sign.

Discussion and Direction Regarding Request from MCOR to Use City Logo

Mayor Evans advised that this item has been withdrawn.

Personnel Appointment

Civil Service Commission

Upon the recommendation of City Manager Muehlenbeck, a motion was made by Council Member Magnuson and seconded by Council Member Stahel to reappoint Bryan Gallerson. The Council voted 8-0 and the motion carried.

Council Items for Discussion/Action on Future Agendas

No items were brought forward.

Consent and Regular Agendas

City Secretary Bealke advised that a citizen has requested Consent Agenda Item "O," Ordinance to amend Specific Use Permit No. 137 to expand a Day Care Center located at the southwest corner of Hedgcoxe Road and Georgetown Drive.

The Council requested that Consent Agenda Item "P," to approve a license agreement between the City of Plano and Preston Ridge III for use of the Plano Logo be pulled at this time.

Mayor Pro Tem Lambert requested that Consent Agenda Item "K," to approve a Depository Services Contract be removed for individual consideration.

Council Member Stahel requested that Consent Agenda Item "H," to approve Bid No. B106-05 for the purchase of an event management software application be removed for individual consideration due to a possible conflict of interest.

Council Reports

Mayor Pro Tem Lambert spoke to the Transportation Summit being held this week in Irving, Texas. Mayor Evans spoke to her representation of the City at a recent meeting of Regional Mobility Coalition.

CONSENT AGENDA

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

Approval of Minutes [Consent Agenda Item (A)]

July 25, 2005

July 27, 2005

Approval of Expenditures

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

To approve Bid No. 2005-204-B for Tri-City Academy – HVAC Replacement to Berger Engineering in the amount of \$244,699. [Consent Agenda Item (B)] (See Exhibit “A”)

To approve RFP No. 2005-200-C “Multi-Step RFP for Professional Services: Audit Services” in the amount of \$109,063 for an annual contract with four annual one-year renewals with a 6% annual increase for years 2-5. [Consent Agenda Item (C)] (See Exhibit “B”)

To approve Bid No. 2005-216-C for an annual fixed price contract for AR-15 Semi-Automatic .223 Caliber Carbine Weapon Systems and Accessories for Police Department to Ameetec Arms LLC, Cavalry Arms Corp., DoubleStar Corp., and LECOR Technologies, LLC in the estimated annual amount of \$46,706 for an annual contract with two optional one-year renewals. [Consent Agenda Item (D)] (See Exhibit “C”)

To approve Bid No. 2005-209-B for Animal Shelter Incinerator Replacement to Crawford Industrial Group, LLC in the amount of \$94,654. [Consent Agenda Item (E)] (See Exhibit “D”)

To approve Bid No. 2005-211-B for Tri-City Police Academy Roof Replacement and Water Repellant Coating Installation to Supreme Systems, Inc. in the amount of \$306,958. [Consent Agenda Item (F)] (See Exhibit “E”)

To approve Bid No. 2005-218-B for Oak Point Amphitheater Sound System and Lighting System to AV Pro, Inc. in the amount of \$74,713. [Consent Agenda Item (G)] (See Exhibit “F”)

To approve Bid No. B202-05 for the Power Factor Improvements at Stadium, Custer and Shiloh Pump Stations to Dal-Ec Construction, LTD, in the amount of \$360,000 [Consent Agenda Item (I)] (See Exhibit “G”)

Adoption of Resolutions

Resolution No. 2005-8-1(R): To accept the certified appraisal roll for Fiscal Year 2005-2006, and providing an effective date. [Consent Agenda Item (L)]

Resolution No. 2005-8-2(R): To approve the terms and conditions of an interlocal agreement by and between the City of Plano, Texas and the Plano Independent School District; providing terms and conditions for the operation of the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date. [Consent Agenda Item (M)]

Resolution No. 2005-8-3(R): To authorize the purchase of two above-ground fuel storage tanks in the amount of thirty-six thousand seven hundred ninety-five and no/100 dollars (\$36,795); authorizing the execution of all documents in connection therewith by the City Manager; and providing an effective date. [Consent Agenda Item (N)]

Approval of License Agreement

To approve a license agreement between the City of Plano and Preston Ridge III, a homeowner association located in Plano, Collin County, Texas, for use of the Plano Logo. [Consent Agenda Item (P)] (This item pulled and held)

END OF CONSENT

Due to a possible conflict of interest, Council Member Stahel stepped down from the bench on the following item.

Award/Rejection of Bid/Proposal: To approve Bid No. B106-05 for the purchase of an event management software application to Dean Evans and Associates, Inc. in the amount of \$33,870. [Consent Agenda Item (H)] (See Exhibit "F")

Upon a motion made by Council Member Magnuson and seconded by Deputy Mayor Pro Tem Johnson, the Council voted 7-0 to approve Bid No. B106-05 for the purchase of an event management software application to Dean Evans and Associates, Inc. in the amount of \$33,870.

Council Member Stahel resumed his place on the bench.

Miscellaneous Purchase Authorization: To approve the terms and conditions of a Depository Services Contract with COMERICA BANK, and authorizing the City Manager to execute the contract and all other necessary documents for Bid No. C119-05; and providing an effective date. [Consent Agenda Item (K)]

Mayor Pro Tem Lambert spoke to Legacy Bank exceeding the provisions of Comerica Bank with the exception of the "Ability to Perform." He spoke to utilizing Legacy Bank as it is a local entity. Treasurer Tieper advised that Comerica Bank was chosen based on its service capabilities and references provided.

Mr. Lambert spoke to the number of branches provided by Legacy Bank versus Comerica Bank. In response to Council Member Stahel, Mr. Teiper advised that Legacy Bank had slightly lower rates based on projected costs. Council Member Magnuson spoke to Legacy Bank's community involvement

A motion was made by Mayor Pro Tem Lambert and seconded by Council Member Magnuson, to approve the terms and conditions of a Depository Services Contract with LEGACY BANK, and authorizing the City Manager to execute the contract and all other necessary documents for Bid No. C119-05; and providing an effective date. The Council voted 7-1 with Council Member LaRosiliere voting in opposition. The motion carried.

Ordinance No. 2005-8-4: To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, amending Specific Use Permit No. 137 so as to expand the day care center on 1.8± acres of land located on one lot at the southwest corner of Hedgoxe Road and Georgetown Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7/Planned Residential Development-2 with Specific Use Permit No. 137 for Day Care Center, directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. (Zoning Case 2005-09) Public Hearings held 05/09/05 and 07/25/05. Council approved the request on 07/25/05. [Consent Agenda Item (O)]

Director of Planning Jarrell spoke regarding direction provided by the Council to include stipulations concerning landscaping, lighting and an enrollment cap. She spoke regarding the three-quarter vote requirement as letters were received in opposition from more than 20% of property owners within the 200-foot notification area. Ms. Jarrell stated that the stipulations include:

1. The zoning exhibit shall be adopted as part of the ordinance.
2. The day care center enrollment shall be capped at 245 children, based on the number of available parking spaces.
3. New site landscaping is required as follows:
 - a. Within the existing playground along the Georgetown Drive frontage, a living screen shall be installed that consists of four-foot tall shrubs interspersed with two eight-foot tall shrubs at the northern and southern corners of the playground fence and three six-foot tall shrubs between the fence corners.
 - b. A combination of deciduous and evergreen canopy trees, understory trees, and shrubs, using native species, shall be planted along the southern and western perimeter of the new parking area. This visual screen will not form a solid barrier, but will minimize headlight overspill and visual clutter of the parking lot.
 - c. All plant heights specified within this section are mature plant heights. Plant materials shall be sized at the time of installation to reach the mature height within two years. Plant locations are subject to visibility requirements of the City of Plano development regulations.

Ordinance No. 2005-8-4 (cont'd)

4. Light standards in the new parking area shall be limited to 15 feet in height, and shall have shields to reduce light overspill.

Mayor Pro Tem Lambert stated concern that a site plan modification might be brought in at a later time to add more parking spaces, thereby increasing enrollment. City Attorney Wetherbee spoke to the City's use of the parking space count to address the level of enrollment and spoke to including the number.

Michael Gavaghan, citizen of the City, spoke to the effect of the expansion on homes located to the east of the development, stated concern that screening will only be four feet tall and requested an eight foot screen except where constrained by visibility needs. He stated concerns regarding lighting and requested shields be installed and spoke to reducing the number of poles. Ms. Jarrell spoke to the reduced illumination provided when light standards are lowered and the need for more poles. She spoke to the applicant indicating they would try to shield existing lights and spoke to the height limit for playground fences and applicant concerns regarding visibility. City Attorney Wetherbee stated concern regarding adding more stipulations

A motion was made by Council Member LaRosiliere and seconded by Deputy Mayor Pro Tem Johnson, to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, amending Specific Use Permit No. 137 so as to expand the day care center on 1.8± acres of land located on one lot at the southwest corner of Hedcoxe Road and Georgetown Drive in the City of Plano, Collin County, Texas, presently zoned Single-Family Residence-7/Planned Residential Development-2 with Specific Use Permit No. 137 for Day Care Center as requested in Zoning Case 2005-09 and as recommended, directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; with the revision below:

2. The number of parking spaces shall be limited to 49 spaces, with a resulting maximum enrollment cap of 245 children.

The Council voted 7-1 with Mayor Pro Tem Lambert voting in opposition. The motion carried and Ordinance No. 2005-8-4 was adopted with revision.

Public Hearing and adoption of Ordinance No. 2005-8-5 as requested in Zoning Case 2005-21 – To amend Section 3.300 (Minimum Structure Standards) and Subsection 3.304 (Nonresidential Uses) of Section 3.300 (Minimum Structure Standards) of Article 3 (Supplementary Regulations); and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to rename the title and to prohibit the use of membrane and/or metal exterior wall finishes for nonresidential structures; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date. Applicant: City of Plano [Regular Agenda Item (1)]

Ordinance No. 2005-8-5 (cont'd)

Director of Planning Jarrell advised the Council that the Planning and Zoning Commission recommended approval as follows: (Additions are indicated in underlined text; deletions are indicated in strikethrough text.)

1. Rename the title and amend the standards of Section 3.300 (Minimum Structure Standards) of Article 3 (Supplementary Regulations) to read as follows:

~~3.300 Minimum Structure Standards~~ Exterior Wall Construction Standards for Structures

~~The exterior wall standards for construction in the various districts shall be in accordance with the following standards.~~ Exterior wall construction for structures shall be in accordance with the standards in the following subsections. For the purposes of this section, exterior wall construction refers to the exterior material or finish of a wall assembly.

2. Amend Subsection 3.304 (Nonresidential Uses) of Section 3.300 (Minimum Structure Standards) of Article 3 (Supplementary Regulations) to read as follows:

3.304 Nonresidential Uses

~~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 exceptions:

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:

(1) The metal or membrane exterior wall construction is not visible from a public thoroughfare or residential zoning district; and

(2) 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.

Ordinance No. 2005-8-5 (cont'd)

Ms. Jarrell responded to Deputy Mayor Pro Tem Johnson that a church which was permitted to install a metal wall several years ago would not be able to under this proposal. Mayor Pro Tem Lambert stated concern regarding the requirement that metal/membrane exterior wall construction not be visible from a public thoroughfare or residential zoning district and that the lot be at least 1,000 feet from any residential zoning district boundary line unless separated by a Type C or larger thoroughfare. Director of Planning Jarrell advised regarding the possible level of non-conformance that would result from passage and Council Member Ellerbe spoke to having well-defined standards.

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

Upon a motion made by Mayor Pro Tem Lambert and seconded by Council Member Ellerbe, the Council voted 7-0 to amend Section 3.300 (Minimum Structure Standards) and Subsection 3.304 (Nonresidential Uses) of Section 3.300 (Minimum Structure Standards) of Article 3 (Supplementary Regulations); and related sections of the Comprehensive Zoning Ordinance of the City, Ordinance No. 2004-9-37, as heretofore amended, to rename the title and to prohibit the use of membrane and/or metal exterior wall finishes for nonresidential structures as requested in Zoning Case 2005-21 and as recommended by the Planning and Zoning Commission; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, and an effective date; and further to adopt Ordinance No. 2005-8-5. (Deputy Mayor Pro Tem Johnson was away from the bench.)

Public Hearing on the Proposed FY 2005-06 Budget and FY 2005-06 Community Investment Program (CIP). [Regular Agenda Item (2)]

Mayor Evans opened the Public Hearing. Jack Lagos, citizen of the City, spoke regarding the Arts of Collin County and the initiative supported by voters in May 2005 referring to the facility as being jointly and operated by the cities of Plano, Allen and Frisco and his understanding that if Plano owns one-third of the facility then its operating costs should be one-third. He spoke to the lack of an approved project at this time and stated that the 2005-2006 budget notes the project as approved and indicates that support provided is based on the 2004 population rather than 2010. Mr. Lagos stated there is no basis for a population formula.

Mr. Lagos spoke to the Plano Symphony Orchestra being a political action committee based on a newspaper advertisement in support of the Arts of Collin County. He stated concern that they are receiving grant money and participating in political advertising.

City Manager Muehlenbeck responded that *Accomplishments and Goals* on page e-23 of the City Manager's Recommended Budget for Fiscal Year 2005-2006 will be revised to read, "Completed the preparation of conceptual plans for the theater and art park and had them adopted by the owner entities" deleting reference to an approved project and "Provided support for the Arts of Collin County operating budget based on the 2010 population" rather than 2004.

Public Hearing on the Proposed FY 2005-06 Budget and FY 2005-06 Community Investment Program (CIP) (cont'd)

No one else spoke either for or against the request. The Public Hearing was closed.

Vote on a proposal to consider an increase in total tax revenue. [Regular Agenda Item (3)]

Director of Budget and Research Rhodes stated that Chapter 26 of the Property Tax Code requires that taxing units comply with truth-in-taxation laws in adopting their tax rates and that these serve two purposes: to make taxpayers aware of the tax rate proposal and allow tax payers in certain cases, to roll back or limit a tax increase. She stated that the four guiding principles are that property owners have the right to know of increases in their appraised value and be notified of the taxes that could result from the new value; a taxing unit must calculate and publish its effective and rollback tax rates before adopting an actual tax rate; a taxing unit must publish special notices and hold a public hearing before adopting a tax rate that exceeds the lower of the rollback rate or the effective tax rate and if the unit adopts a rate that exceeds the rollback rate, voters may petition for an election to limit the rate to the rollback rate if more than 7% of the registered voters sign a petition and an election is held.

Ms. Rhodes reviewed the changes resulting from Senate Bill 18 including: the hearing limit is now the lower of the rollback rate or the effective rate; governing bodies must hold two public hearings if over either rate; public hearing notice for both the newspaper and web site have changed; for a rollback election the number of signatures for a rollback petition has changed to 7% of the number of registered voters of the taxing unit if the tax rate for the current year would impose taxes for maintenance and operation in an amount of at least \$5 million or 10% if the amount is less than \$5 million; and new required wording and type size on tax rate adoption ordinances for units adopting above the effective tax rate.

Ms. Rhodes stated that in order for the City to comply with the 2005 tax year changes, the proposed tax rate figure will need to be determined at this meeting in order to schedule the two required Public Hearings on August 22 and August 31. She stated that the tax rate can be decreased during this time from the amount published this week, but it cannot be increased and that it is scheduled to be adopted on September 12.

Ms. Rhodes defined the effective tax rate as being the rate equal to the prior year's taxes divided by the current taxable value of properties also on the tax roll in the prior year. She advised that based on information received from the Central Appraisal District, the City of Plano's effective tax rate is 44.01 cents which is less than the proposed 45.35 cents and would require publication and two Public Hearings. Ms. Rhodes spoke to the rollback rate being divided into the categories of maintenance/operations (M&O) and debt service. She stated that the rollback rate calculation allows units to raise the same amount of M&O money as in the prior year plus provide an eight percent cushion and that if the City adopts a rate exceeding the rollback rate, voters may petition for an election to limit the rate back to the rollback. Ms. Rhodes advised that a petition would need to be submitted within 90 days of the tax rate adoption and that according to the appraisal district the City's maximum allowable rollback rate is 45.97 cents.

Vote on a proposal to consider an increase in total tax revenue (cont'd)

Council Member Stahel stated his support for a tax rate of 45.35 cents.

Mayor Pro Tem Lambert spoke to retreat discussions regarding a possible dedicated one-cent fund for economic development and spoke to advertising at 46.35 cents to provide an opportunity for continued discussion. He spoke to the monies not being spent if a policy is not worked out or to working out the policy and if there are needs this year, taking funds from the unappropriated surplus.

Council Member Ellerbe stated support for a tax rate of 46.35 cents to allow for discussions.

Mayor Pro Tem Lambert stated support for advertising a tax rate of 46.35 cents with the caveat that the extra one cent be utilized if terms are agreed on for an economic development program to which Council Member Ellerbe agreed.

Mayor Evans spoke to possible alternatives to find dedicated funding for economic development and City Manager Muehlenbeck advised that the Council could revisit the ending balance policy or utilize the unappropriated surplus. Mayor Evans spoke to considering a reduction in the ending balance figures and Mayor Pro Tem Lambert advised that he would not be comfortable reducing that figure.

Council Member LaRosiliere stated support for a tax rate of 46.35 cents to provide an flexibility in Council discussions. He spoke to a possible combination of funding alternatives.

Deputy Mayor Pro Tem Johnson stated support for a tax rate of 45.35 cents and spoke regarding Staff consideration of the budget being presented. He spoke to finding resources should an opportunity for economic development arise during the coming year, to discussion of a policy and to creating a separate segregated fund but advised that he is comfortable with the City Manager's budget.

Council Member Magnuson stated support for a tax rate of 46.35 cents to allow for discussion.

Council Member Callison stated support for a tax rate of 45.35 cents and to exploring alternative funding options first.

Mayor Evans stated support for a tax rate of 45.35 cents and working with the recommended budget.

Mayor Evans stated that the Council was tied and City Manager Muehlenbeck advised that the tax rate will remain at 45.35 cents per \$100 of assessed property valuation.

Ms. Rhodes responded to the Council that Staff would provide information via the City's web site regarding the effective tax rate and rollback rate.

Adoption of City Council Strategic Plan for 2005-2020. [Regular Agenda Item (4)]

Executive Director Glasscock provided an overview of the Strategic Plan created during the Council's June 2005 retreat. He spoke to the City's vision, mission statement and core beliefs and reviewed the top ten achievements identified for 2004-05 which include downtown revitalization, a successful bond election and capital investment program, the arts hall election, the financial condition of the City, service excellence, advancements made in working with the Hispanic community, parks and recreation facilities development, the local option elections, international relations and its potential for trade and business development, the extension of Council term limits, and the protection of Plano's interest and advocacy at the state level.

Mr. Glasscock advised that for the goal of a *Premier City for Families* actions include: African-American Museum and Douglass Mural, park land acquisition, international vision and strategy, building strong community through neighborhoods, young professional package and recruitment program, workforce housing strategy and action. He spoke to the goal of *Livable Neighborhoods and Urban Centers* actions include: transition and revitalization plan, Legacy Town Center, downtown development, vehicle code enforcement evaluation and action plan, Park/Preston Center development direction, Rice Field development, rental housing registration and inspection program, and regional strategy and advocacy. Council Member Stahel stated concern regarding the funding allocated for the rental housing program and whether the program is starting off too slowly. Mr. Glasscock spoke to Staff bringing forward updates regarding action taken.

Mr. Glasscock spoke to the goal of *Service Excellence* and actions identified including: public relations and marketing plan for the City, finance projections and plan (5 year) revision, economic development and dedicated tax rate, meet and confer direction, compensation and benefits direction, special events evaluation and policy direction, public facilities element of the Comprehensive Plan, and a community survey of core services. He spoke to the goal of *Diverse Business Center* and actions including: Research/Technology District regulations, vacant/aging retail space strategy, Collin Creek mall, hospital/medical center business promotion campaign, international business development strategy and actions, Plano center study and future direction. Mr. Glasscock spoke to the goal of *Safe, Efficient Travel* and actions including: red light running cameras, DART transit corridors (East-West), regional clean air strategy, 121 Tollway, and improvements at Preston Road intersections.

Upon a motion by Mayor Pro Tem Lambert and seconded by Council Member LaRosiliere, the Council voted 8-0 to adopt the City Council Strategic Plan for 2005-2020.

Resolution No. 2005-8-6(R) supporting funding for the construction of the State Highway 121 Main Lanes in Collin County. Public Hearings held 6/13/05 and 6/27/05 and further discussion 7/25/05. [Regular Agenda Item (5)]

Resolution No. 2005-8-6(R) (cont'd)

Deputy Mayor Pro Tem Johnson reviewed the process of exploring the possibilities for funding SH 121, spoke to citizen input received in favor of tolling the roadway to expedite its completion and the desire to have monies go directly for construction. He advised that the proposed resolution accomplishes these goals and agrees to toll the roadway subject to certain conditions, establishes a local authority comprised of Plano, Frisco, Allen and McKinney along with Collin County to run the operation, make financial decisions, set toll rates, determine the scope of work and future reinvestment and if tolls were to exceed costs, make decisions regarding excess revenues. Mr. Johnson spoke to working through the state highway department and Regional Transportation Council (RTC) and stated that the state sees the roadway as an asset and may choose to go another direction. He spoke to the proposed resolution representing a regional approach and offering local control.

Collin County Commissioner Hatchell spoke to upcoming work with TxDOT related to the use of right-of-way.

Council Member Stahel proposed a City of Plano supplement expressing intent for: a) Plano's share of excess revenues, if any, will be spent within the geographic boundaries of Plano, b) the local authority will make reasonable efforts to provide alternative methods of payment for vehicles that do not have a regular tolltag and c) the local authority will make reasonable efforts in design to provide for future public transportation. He spoke to the supplement raising his confidence level and providing an understanding to citizens regarding intent.

Deputy Mayor Pro Tem Johnson spoke to a supplement coming forward at a later time and to the City of Plano having a vote within the local authority regarding the distribution of excess revenues. Mayor Evans spoke to having flexibility for decision-making 20-30 years in the future. Mr. Johnson spoke to reviewing the issues of a "tolltag only" roadway including safety/revenue and to looking into the possibility of integrating mass transit into the roadway. Mr. Hatchell spoke to the possible need for right-of-way to address mass transit and issues of competition when transit is located on tolled roadways.

Council Member Stahel spoke to Council consideration of a supplemental resolution prior to taking a vote on the proposed resolution to clarify the intent regarding alternatives for tolltags, the spending of excess revenues and long-term provisions for mass transit. City Attorney Wetherbee spoke to bringing back these considerations along with any others at a future date. Council Member Callison stated support for Mr. Stahel's supplement, Council Member Magnuson spoke to holding discussion at a future meeting and Council Member LaRosiliere spoke to clarifying the City's position. Mayor Evans spoke to the possibility of temporary tolltags but stated concern that mass transit can be designed into the roadway. She spoke to the possibilities that may exist in thirty years but to not tying consent to current day technology.

Resolution No. 2005-8-6(R) (cont'd)

Deputy Mayor Pro Tem Johnson spoke in support of considering a supplement, to considering whether or not mass transit is a possibility along the roadway and to keeping in mind that it would be worked out by the local authority. Mayor Pro Tem Lambert spoke to considering the supplement on an upcoming worksession.

Upon a motion made by Deputy Mayor Pro Tem Johnson and seconded by Council Member Ellerbe, the Council voted 8-0 to support funding for the construction of the State Highway 121 Main Lanes in Collin County, and further to adopt Resolution No. 2005-8-6(R).

Ordinance No. 2005-8-7 to amend Subsection (d) of Section 12-73 of Article IV (Speed) of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances; to revise the designated times of operation for certain school zones providing a fine for criminal penalties not to exceed \$200 for each offence; and providing a repealer clause, a severability clause, a savings clause, a publication clause and an effective date. [Regular Agenda Item (6)]

Transportation Engineering Manager Neal advised the Council that this item revises the effective times for school zones in conjunction with school time changes made by the Plano Independent School District for the 2005-2006 school year.

Upon a motion made by Council Member Magnuson and seconded by Council Member Callison the Council voted 8-0 to amend Subsection (d) of Section 12-73 of Article IV (Speed) of Chapter 12 (Motor Vehicles and Traffic) of the City of Plano Code of Ordinances; to revise the designated times of operation for certain school zones providing a fine for criminal penalties not to exceed \$200 for each offence; and providing a repealer clause, a severability clause, a savings clause, a publication clause and an effective date; and further to adopt Ordinance No. 2005-8-7.

There being no further discussion, Mayor Evans adjourned the meeting at 10:18 p.m.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, City Secretary

PLANO CITY COUNCIL
Budget Worksession
August 13, 2005

COUNCIL MEMBERS

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

STAFF

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

Mayor Evans convened the meeting into open session at 8:06 a.m., Saturday, August 13, 2005, in the Council Chambers of the Plano Municipal Center, 1520 K Avenue. All Council Members were present. Council Member Magnuson arrived at 8:08 a.m. and Mayor Pro Tem Johnson arrived at 8:18 a.m.

Budget Worksession Overview

Highlights of 2004-05/Outlook for 2005-06

City Manager Muehlenbeck stated that sales tax is projected to increase \$1.9 million over the original budget, interest earnings are projected to increase \$300,000 this year due to increased interest rates, building and development related fees have exceeded original expectations by nearly \$1 million, salary and benefit savings of approximately 5% were achieved, and refunding of debt saved approximately \$1.2 million in the General Obligation Debt Fund. He further stated that six propositions were passed in the May, 2005 bond election granting \$144.8 million in new bond authority to be issued for projects over the next four years.

Mr. Muehlenbeck stated that the proposed budget of \$332.6 million represents an increase of \$18.9 million, assessed property values will total \$21.6 billion, and spoke to maintaining a current tax rate of 45.35 cents per \$100 of assessed property value.

Mr. Muehlenbeck stated that Senate Bill 18 requires cities to hold two Public Hearings on the tax rate if the tax rate proposed is over the effective tax rate and that additional Public Hearings are scheduled for August 22 and 31. The City Manager stated that proposed rate increases include 15% for ambulance fees, teen and corporate memberships added at the recreation centers as well as Amphitheater and Cox Administration Building fees added, all totaling \$735,000 in increased revenue to the General Fund. Mr. Muehlenbeck stated that the budget does not currently include a water and sewer rate increase.

Mr. Muehlenbeck stated that the recommended budget includes an average 4% salary increase for both civil service (4% across the board) and non-civil service (0 – 5%). He stated that the budget adds 35 new employees including 18 for public safety and 7 for Community Investment Projects (CIP) coming on line, \$2.5 million for public safety increases and \$1.3 million for CIP to include Fire Station 11 and the re-opening of Haggard Library. The City Manager stated that \$1 million is included for retiree payouts, \$853,000 for employee vacation buy-back, \$800,000 for additional library books, and \$739,000 for additions to Park and Recreation programs. He stated that due to the increase in assessed property values, an increase of \$539,000 was made to the Capital Reserve Fund.

Funding Requests

Economic Development

Executive Director of Plano Economic Development Sally Bane spoke to the primary mission to identify, recruit and retain businesses that provide quality employment opportunities to Plano citizens and to increase the tax base. She reviewed projects coming on line in Plano in 2004 to include FedEx Kinko's, Creation Technologies, Inc., UGS Corporation, and Tekelec. She spoke to the continued cooperative marketing effort with the Dallas Fort Worth marketing team, and further spoke to participation with the cities of Frisco, Allen, and McKinney in a California advertising blitz to promote the advantages of this area. Ms. Bane stated that the recommended budget remains the same with the exception of operation and maintenance increases for association dues. She responded to the Council regarding marketing competition in the incentives arena and competition in the area north of the City, and stated that existing retail centers are part of the focus of the general marketing strategy.

Presentation of Cultural Affairs Commission

Cultural Affairs Commission Chair Madigan reviewed the Major, Small, and Special Event Grants recommendations and stated that the Commission has recommended funding as presented. She clarified that special event grants are one-time events, spoke to a request that did not qualify, and to the rating scale adhered to. Director of Budget and Research Rhodes advised the Council that not all requested dollars are in the budget. Mayor Pro Tem Lambert stated that availability of current year funding would be a helpful tool towards determining funding allocations.

Ms. Madigan responded to the Council that the funding request by the Salvation Army did not meet criteria for major grant funding. Creative Arts Manager Wear spoke to increases in funding requests this year and to calculation of percentage formulas for dollar recommendations and stated they can be no more than 25% of the last completed fiscal year's budget and that they must go towards eligible expenses. Ms. Rhodes stated there is a shortfall in the dollars requested and what is in the budget.

Marketing and Special Events Coordinator Conklin responded to the Council that additional requests made this year by the Plano Balloon Festival represent dollars that they are eligible to receive via the funding formula. Mayor Pro Tem Lambert requested information be provided to justify the increase in the funding request made by the Balloon Festival. Ms. Conklin responded to the Council that both the Balloon Festival and Plano Book Festival do not request what they are actually eligible for via the funding formula. City Manager Muehlenbeck requested that Executive Director of the Plano Balloon Festival Via be contacted and asked to come to this budget worksession and provide information to the Council regarding additional dollars requested. (Ms. Via's comments and those of the Council are identified here for purposes of flow but actually took place upon her arrival later in the worksession). They are as follows:

Ms. Conklin spoke to the Balloon Festival contract amount being increased for 2005 to cover City Staff expenses. Ms. Via spoke to last year's contract and dollars requested then, certain expenses covered by the City, Police and Fire services, the reality of the festival's costs for this budget year, what the City would allow in terms of the funding formula, and needing extra dollars to cover City services. She responded to the Council that expenses reflected are those the Balloon Festival has been paying for all along and that by increasing the City's cash contribution the contract is more equitable. Ms. Via stated that the cash contribution given by the City is limited to specific eligible items. The Council added \$30,412 for the Balloon Festival to the chart under Special Events for consideration.

Presentation of Community Relations Commission

Community Relations Commission Chair Stephenson spoke to evaluating the requests, applications received, and to four new applications received this year. Mayor Pro Tem Lambert spoke to raising the dollar amount per capita. City Manager Muehlenbeck spoke to previous discussions of offering a challenge to surrounding cities and the county for funding participation. Council Member Stahel spoke to the circumstances of increasing funding and then becoming a magnet for all the organizations and to not wanting to be the only city funding these organizations. He recommended speaking to the three other major cities regarding sharing funding. Council Member Callison concurred with this recommendation to challenge the other cities. Mr. Lambert spoke to the City's dollar going locally and to matching dollars with other cities. Deputy Mayor Pro Tem Johnson spoke to being the funding leader in this endeavor. Ms. Stephenson stated that Plano clientele are taken into consideration.

Mayor Evans agreed with the challenge and increasing support. Council Member Stahel spoke to approving the request today, challenging the other cities, and deciding how much to increase each request for next year's budget. Council Member LaRosiliere spoke to placing the funding request on the chart and to later challenging the other cities. Neighborhood Services Manager Buffington spoke to contracts specifying Plano citizens. Ms. Stephenson spoke to addressing the Commission members regarding future consideration for those organizations who are needing more funding and that they be identified. She responded to the Council regarding allocation of funding and stated that a cap of 25% is placed on what was granted the year before, and that only 50% of the request can be allocated to salary and rent with the concentration being on emergency services. City Manager Muehlenbeck stated for the record that his wife sits on the board of Journey Home and that she receives no compensation. The Council placed \$249,338 on the chart for consideration.

Mayor Evans invited speakers to come forward during the worksession regarding any questions they might have on any item on the agenda.

Presentation of Heritage Commission

Heritage Commission Chair Keen reviewed the funding requests, applicant particulars, and increases in operating budgets. Long Range Planning Manager Zimmerman responded to questions of the Council regarding proposed interior improvements to the Interurban Museum and to phasing in the improvements. Plano Conservancy representative Sprague spoke to the need to complete the improvements, salaries, insurance required, fourth grade school trips, and office expenses all as funding needs and stated that there has been an increase in people who visit the museum. Richard Howe, City Center Association, spoke in support of funding the requests for the Plano Conservancy. The Council placed \$63,338 on the chart for consideration for the Plano Conservancy (under Heritage Commission).

Funding Cycle Options for Arts & Historic Preservation Grants

Ms. Rhodes spoke to determining funding for arts and historic preservation grants, spoke to the 25% November, 25% February, and 50% July allocations. She stated that the July allocation has been moved to May. Ms. Rhodes spoke to consideration of the Douglass Wall Mural and possibly moving their funding up earlier in order that the mural can be completed. Mayor Pro Tem Lambert recommended giving 100% in November upfront to the mosaic mural for the Douglass Community. Council Member Stahel concurred with moving the July payment to Mayor. Ben Thomas, citizen of the City, thanked the Council for their support.

Urban Town Center Grants

City Manager Muehlenbeck spoke to a methodology for funding Urban/Town Center areas to include Lights of Legacy with The Shops at Legacy, L.P. and The Brick Street 500 (downtown area) with the City Centre Association, and reviewed the funding requests. City Centre Association representative Howe spoke in support of the event promoting downtown and needing sponsors to help with the expenses. Downtown merchant Susan Lee reviewed The Brick Street 500 event which uses old-time pedal cars driven by children, basing the event on a 1950's type theme with coordinating events and spoke to needing marketing dollars. Mr. Howe spoke to this being an annual event and to bringing in sponsors. The Council placed \$16,225 on the chart for consideration of the Brick Street downtown event.

Sister Cities

Executive Director Glasscock advised that Plano Sister Cities International has made a request for additional dollars. Plano Sister Cities International President Colin Light spoke to the recommended projects and budget for the upcoming fiscal year. Council Member Stahel stated that the focus appears to have changed from economic to education referencing the student exchange program. Mr. Light spoke to leaving economic issues to economic development and stated that student involvement provides an avenue for future investments. He responded to the Council that the school district does not fund this program, and that some companies have been referred for economic development opportunities and stated he would look into businesses sponsoring student activities. Council Member LaRosiliere spoke to the value of economic opportunities when considering support. Council Member Magnuson spoke to moving more toward the adult community leading to business and commercial exchanges.

City Manager Muehlenbeck stated that over the past twenty years, Sister Cities has changed direction a number of times, spoke to a community in Asia that is more of a government-to-government type relationship. He spoke to holding off on extra dollars for now and recommended that the Sister City Council Liaison work with the Sister City Board to determine a better direction for the City. The City Manager spoke to better defining the Sister City organization and developing a new approach. Mayor Evans spoke to incorporating talks for re-evaluation with the school district. Mr. Howe spoke to Asia being very business oriented, being pro-active in government in promoting business and to looking to economic development in promoting this program as an opportunity to generate more businesses and expand programs that have a business aspect.

Council Items and Issues for Discussion

No items were brought forward.

2005-06 CIP Public Art Project Funding

City Manager Muehlenbeck spoke to the list of CIP projects with proposed public art application and associated budget and to other non-CIP projects for consideration. Mayor Pro Tem Lambert spoke to spending a dollar amount that reflects a percentage of money spent during the current year and not reflected in the long term project. Public Arts Committee Chair Coleman spoke to dividing the art up in the large CIP projects. City Manager Muehlenbeck spoke to determining what could or should be spent on the projects and to acquiring direction from the Council. Mayor Pro Tem Lambert stated that these funds are not actually in the budget and spoke to using certificates of obligation to fund and further recommended that this be determined at a later date. Mayor Evans spoke to the artist working within the scope of the project's architecture. Mr. Coleman spoke to talking with Fire Chief Peterson and to his recommendation that art funds be moved to the downtown fire station to better fit the intent of the art ordinance. Mr. Coleman further spoke to the non-CIP list of projects as more of a departmental "wish list."

City Manager Muehlenbeck responded to the Council regarding the Oak Point Park as a two year project and to the recommended art allocation being a stamp of endorsement of funding from the Council even though the dollars may not all be spent this year. Creative Arts Manager Wear responded to the Council regarding the Frito-Lay Pepsi Youth Ballpark project and explained that this involves placement of a mural in a blank wall. Mr. Wear and Ms. Rhodes clarified for the Council that art funding amounts recommended are for qualifying portions of the Oak Point Park project. The City Manager responded to the Council that all projects as identified on the list do qualify as far as their being open to the public, with some open more than others. Mr. Coleman spoke to giving the departments the flexibility needed to make decisions on the placement of the art. Mr. Wear spoke to the possible availability of transportation grants for use.

Council Member Ellerbe spoke to looking at the Courtyard Theater or libraries for placement of art if there are funds that could be moved over. Mr. Wear responded to Mayor Evans that the Art for Libraries Program is being looked into. Mayor Pro Tem Lambert recommended that the art projects relate directly to the facility such as fire related art at fire stations and similarly related art at municipal facilities. Mr. Coleman responded that this is taken into consideration and spoke to reaching the collective audience at each location. Council Member Stahel spoke to the list of existing facilities for non-CIP art and making it complete by expansion to other existing facilities, entertaining lesser expenditure numbers, and further looking into a location where several pieces of art might be placed where people can visit. Mr. Wear asked for direction on which project to start. The Council spoke to focusing on projects where work is beginning with the architect. Mr. Coleman responded to the direction to begin with Oak Point Park Development, Haggard Library Improvements, and Memorial Park as a beginning point for work flow.

Deputy Mayor Pro Tem Johnson spoke to coming back with a recommendation for priority ranking on the non-CIP projects and to looking at what projects might defer funds to another better suited project such as with Central Fire Station No. 1.

Mayor Evans recessed the meeting at 12:05 p.m. and reconvened at 12:43 p.m.

Operating Budget

Revenues/Ad Valorem Tax Base/Tax Rate /Rollback Tax Rate/Effective Tax Rate/Sales Tax/Revenues

Ms. Rhodes spoke to the General Fund Projected Revenue allocations, assessed property values, and stated that the ad valorem tax rate is lower than the surrounding cities after Plano's homestead exemption is applied. Deputy Mayor Pro Tem Johnson and Council Member Stahel spoke to Plano providing the lowest tax rate with the highest services after calculation of the homestead exemption. Council Member Stahel spoke to adjusting the chart to reflect this fact on the chart for homeowners.

Ms. Rhodes spoke to truth in taxation laws and provisions in certain cases to roll back or limit a tax increase. She stated that the effective tax rate represents the rate that is equal to the prior year's taxes divided by the current taxable value, stated that the City is under the rollback rate, and spoke to annual sales tax collections.

Fee Increases/Ambulance Fee/Golf Fee

Executive Director Glasscock spoke to a proposed ambulance fee in the Fire Department reflecting a 15% increase in the base rate.

Executive Director Hogan spoke to a small increase in fees for the Pecan Hollow Golf Course, comparison of current fees provided, and continuing to remain competitive. He spoke to rounds played, rate increases to generate revenues, and improvements to Pecan Hollow via the bond election.

Program Changes

Salary Increase

City Manager Muehlenbeck spoke to the existing merit increase program for non-civil service employees of 0 – 5%, and across the board for civil service at 4%. He stated that Plano is in the ballpark with other cities in the Metroplex and must remain competitive.

Compensation Plan Compression Issue

Director of Human Resources Ross spoke to the importance of being able to recruit and maintain key talent and to the components of the pay structure. She stated that the pay philosophy is median plus 5%, spoke to pay for performance, compensation market updates for both public and private, and stated that Plano is still competitive in the market.

Ms. Ross spoke to issues with individual pay, merit percentages in the last five years, and the proposed market adjustment. She spoke to range distributions and stated that 49% of all employees are in the lower third and to creating movement in the middle third. She clarified that this information pertains to non-civil service personnel. Ms. Ross stated that resignations have been looked at, costs of turnover do have an impact, spoke to competing issues, previous hiring policies, and further recommended that market adjustments be funded at \$1.25 million. She spoke to delaying structure adjustments for this next fiscal year, and continuing with strategic planning on compensation procedures and processes. Ms. Ross recommended that budget funds (dollars not yet determined) be considered in the future to address compression issues over the next three years.

Ms. Ross responded to the Council that exit interviews are conducted and that leaving for higher pay rather than other reasons appears to be more the issue. City Manager Muehlenbeck stated that this funding request is not in the current budget. Council Member Stahel spoke to using a mid-year adjustment, conducting voluntary employee interviews, and stated there are many issues over and above pay that cause employees to leave. The Council placed \$1,25 million on the chart for consideration.

Water & Sewer Rate Model

Ms. Rhodes advised that the North Texas Municipal Water District will not pass along a rate increase, stated that there are currently 60 days of working capital, and spoke to establishing a policy to build a reserve fund again for the future. She stated that wet conditions could impact rates in the future. Ms. Rhodes spoke to a survey of neighboring cities of water and sewer dollars for residential and commercial services provided. The City Manager stated that once things are stabilized it is his recommendation to look at building a reserve fund.

Rental Inspection Program

City Manager Muehlenbeck spoke to a pilot rental registration and inspection tracking program being developed. He spoke to beginning this program in 2006 and stated that dollars indicated in the budget are for the software and for training, that this is primarily for 20 year and older multi-family dwelling complexes having 5 or more dwelling units, existing inspectors will be used, and that there will be a fee. Council Member Stahel spoke to acceleration of the program if things work out as planned. The City Manager responded to the Council that this will apply to all rental units, and that

with regard to multiple families in residential houses, resources are available to address this issue.

Proposed Ad Valorem Tax Rate

City Manager Muehlenbeck stated that the ad valorem tax rate is 45.35 cents.

The Council recessed the worksession at 1:38 p.m. to attend the Board and Commission Reception and reconvened the worksession at 3:04 p.m.

City Manager Muehlenbeck spoke to the balances reflected on the chart and stated that out of a total of \$1,621,998 million in identified projects to be funded from the General Fund (Balloon Festival, Other Festivals, Community Services, Plano Conservancy, Brick Street 500, and Salary Compression), the Balloon Festival will not be funded at the full amount requested. The City Manager stated that \$1,591,586 from the General Fund will be made available to fund the projects listed on the chart through \$600,000 remaining General Fund dollars (forgoing a transfer to the Technology Fund); \$400,000 in additional Building Permit revenues; \$400,000 in increased interest earnings; and \$191,586 in increased electric franchise fees.

City Manager Muehlenbeck responded to the Council that these numbers do not place the City below the 30 days working balance, and further responded that Plano Conservancy dollars are Convention and Tourism oriented and that economic development funding dollars can be made available should a situation arise. Mayor Pro Tem Lambert spoke to looking at a realistic program for the next five years for economic development. Council Member LaRosiliere spoke to providing support to the Economic Development Board and to being open to discussion. Mr. Lambert spoke to looking at future community services funding requests. The Council thanked Staff for a job well done.

Nothing further was discussed. Mayor Evans advised that this concludes the budget worksession and adjourned the meeting at 3:14 p.m.

Pat Evans, **MAYOR**

Elaine Bealke, **CITY SECRETARY**



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05		Reviewed by Legal <i>DR</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>Dianna Wike</i>		City Manager	<i>DRW</i> 8/22/05	
Agenda Coordinator (include phone #): Dianna Wike Ext. 7549					

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No 2005-208-C for Contract Hauling of Construction Debris to D and D Trucking Company in the amount of \$320,000.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	2004-05, 2005-06, 2006-07, 2007-08	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0	0
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	0	0	0	0
BALANCE	0	0	0	0	0

FUND(S): WATER & SEWER FUND, MUNICIPAL DRAINAGE FUND

COMMENTS: This item approves price quotes. Expenditures will be made from the Water and Sewer and Municipal Drainage Funds. The estimated amount of the initial term of the contract is \$320,000.
STRATEGIC PLAN GOAL: Contract hauling of construction debris relates to the City's goal of "Service Excellence".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

Staff recommends bid of D and D Trucking Company in the amount of \$320,000.00 be accepted as lowest responsive, responsible bidder meeting specifications, conditioned upon timely execution of any necessary contract documents. This will establish an initial term of a period commencing upon the effective date of the contract and expiring at the time the total dollar value is completed, with an option for two (2) renewals for a like dollar amount. This contract will be for the purchase of Contract Hauling of Construction Debris.

List of Supporting Documents: Bid Summary	Other Departments, Boards, Commissions or Agencies
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CITY OF PLANO
BID NO. 2005-208-C
CONTRACT HAULING OF CONSTRUCTION DEBRIS

BID RECAP

Bid opening Date/Time:	07/07/2005 @ 3:00 PM
Number of Vendors Notified:	518
Vendors Submitting "NO BIDS":	5
Vendors Non-Responsive to Specification:	None

Responsive Bidders:

D and D Trucking Company	\$ 320,000.00
TrashKing	\$ 630,000.00
Century Disposal	\$1,145,000.00
B B Waste Systems	\$1,320,000.00

Dianna Wike

8/12/2005

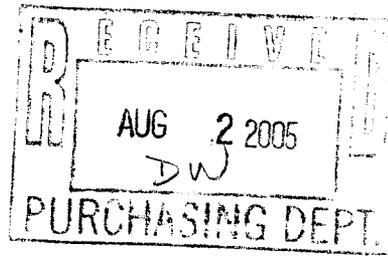
Dianna Wike, C.P.M., Buyer

Date

b-2



P.O. Box 860358
Plano, Texas 75086-0358
972-769-4140
Fax No. 972-769-4172



MEMORANDUM

DATE: August 1, 2005
TO: Mike Ryan, Purchasing Manager
FROM: Michael J. Rapplean, Public Works Operations Manager *MR*
SUBJECT: Bid No. 2005-208-c Contract Hauling of Construction Debris

Public Works recommends the award of contract for "Contract Hauling of Construction Debris" to D & D Construction, Company, as the lowest responsible bidder, in the amount of \$320,000 with two (2) contract renewal periods.

The contract involves an estimated 1,400 loads of construction debris to be transported from the Parkway Service Center to a state certified landfill. This will enable maintenance staff to focus on repairing and maintaining the city's infrastructure. This will also reduce the operating expenses associated with the Departments large dump trucks. Public Works vehicles each year place an estimated 78,000 miles on its vehicles hauling debris to the landfill.

Funding for this contract is provided through the Municipal Drainage Fund (\$60,000) cost center 471-6319 and the Water & Sewer Fund (\$140,000) cost center 763-6319.

B-3



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/22/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Purchasing			Initials	Date
Department Head	Mike Ryan			Executive Director	
Dept Signature:	<i>Deane Palmer</i>			City Manager	
Agenda Coordinator (include phone #): Glenna Hayes x 7074					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Award/Rejection of Bid/Proposal for Bid No. 2005-213-B for Steel Signal Pole Assembly to The Pole Company in the amount of \$52,400 (2005-213-B).					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	04/05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	52,400	0	52,400
Encumbered/Expended Amount		0	0	0	0
This Item		0	-52,400	0	-52,400
BALANCE		0	0	0	0
FUND(s): WAREHOUSE					
COMMENTS: Funding for this item is available in the approved FY 2005-2005 budget. This item is a fixed price contract for a one-time purchase of Steel Pole Assemblies.					
STRATEGIC PLAN GOAL: Steel Pole Assembly relates to the City's Goal of "Service Excellence".					
SUMMARY OF ITEM					
Staff recommends bid of The Pole Company in the amount of \$52,400.00 be accepted as lowest responsive, responsible bids conditioned upon timely execution of any necessary contract documents.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Memo, Bid Recap					

C-1

CITY OF PLANO

BID NO. 2005-213-B STEEL SIGNAL POLE ASSEMBLY

BID RECAP

Bid opening Date/Time: December 2, 2004 @ 3:30pm

Number of Vendors Notified: 1699

Vendors Submitting "NO BIDS": 16

Vendors Non-Responsive to Specification: None

Responsive Bidders:

	<u>Bid Amount</u>
THE POLE COMPANY	\$ 52,400
K.W. INDUSTRIES	\$ 59,220
STRUCTURAL STEEL PRODUCTS	\$ 60,700
UNION METAL CORPORATION	\$ 62,620
TELECOM ELECTRIC SUPPLY CO	\$ 65,540
RELIAPOLE SOLUTIONS, INC	\$ 68,500
BIKO INC	\$113,160
TRAFFCO PRODUCTS LLC	\$115,504

Glenna Hayes

Glenna Hayes, Buyer

August 4, 2005

Date

C-2

Glenna Hayes

From: Gary Kirkwood
Sent: Wednesday, August 03, 2005 8:39 AM
To: Glenna Hayes
Cc: Robert Moore; Bob Karlseng
Subject: Bid #2005-213-B Signal Pole Assemblies

The Traffic Division recommends award of contract to The Pole Company. It is understood that the changes requested by the City of Plano dealing with the two piece mast arm, hand hole location, terminal strip and the tenon have been addressed and meet our requirements. Thanks for all your help !!

Gary Kirkwood
Public Works Superintendent
Phone: (972) 769-4109
Fax: (972) 769-4287
garyk@plano.gov



C-3



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing		Initials	Date	
Department Head	Mike Ryan		Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i>	
Agenda Coordinator (include phone #): Dianna Wike, Ext. 7549					

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

CAPTION

Award/Rejection of Bid/Proposal for Bid No. C193-05 for an annual fixed price contract for Litter and Restroom Service Contract for Parks and Recreation to Northstar Facility Services in the estimated annual amount of \$93,606.00.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 05/06	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 approves price quotes and establishes a two-year contract with three optional one-year renewals. Expenditures will be made in the Park Field Services Department within the approved budget appropriations. The estimated annual amount is \$93,606.00.

STRATEGIC PLAN GOAL: Fixed Price Contracts for the purchase of litter and restroom services relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

ANNUAL CONTRACT WITH RENEWALS

Staff recommends bid of Northstar Facility Services (Alternate Group A) in the estimated annual amount of \$93,606.00 be accepted as lowest responsive, responsible bids conditioned upon timely execution of any necessary contract documents. This will establish a two year contract with three optional one-year renewals for Litter and Restroom Services for Parks and Recreation Department. Staff further recommends rejection of all bids submitted for Group B locations. The reason for rejection is all bids for Group B locations exceeded estimated expenditures.

List of Supporting Documents:
Bid Summary

Other Departments, Boards, Commissions or Agencies

d-1

MEMO

TO: PURCHASING DEPARTMENT
FROM: DOUGLAS GREEN, PARK ADMINISTRATIVE SUPERINTENDENT
DATE: 8/8/2005
RE: **AWARD RECOMMENDATION C193-05 PARK LITTER AND RESTROOM SERVICE CONTRACT**

The following outlines the recommendations of Parks for C193-05. As specified in the bid package, C193-05 has (2) separate service components, "**Group A**" and "**Group B**". Each of these (2) groups are to be awarded to a separate contractor. This stipulation exists to benefit in the administration of such a large and high profile service contract. Please consider the following:

It is the recommendation of Parks to award **C193-05 Park Litter and Restroom Service Contract Bid Alternate "Group A"**, to Northstar Facility Services. Northstar Facility Services appears capable of meeting the requirements of the aforementioned annual service contract. As stated in the bid documentation, each group of this contract is to be awarded as a best value. Please see the attached "Bidder Evaluation Matrix" developed during the Department review and award recommendation process. The amount to be awarded for **Bid Alternate "Group A"** will be \$93,606.00 annually. The responsible cost center and account number for the expenditure is 634.6312.

In addition, Parks would like to name Lined Right as an alternate to **Bid Alternate "Group A"**. Lined Right arrears qualified to execute this contract should Northstar Facility Services fail to do so.

With the above recommendation to award "**Group A**", there remain no other vendors qualified for the award of "**Group B**". This is attributed to lack of responsiveness by bidders for this group, along with departmental budgetary limitations. In respect to this, Parks has no other alternative but to recommend a re-bid for the remaining element, "**Group B**". Please assemble the original bid package using the outline for "**Group B**" and "**B**" **Alternate**, while eliminating "**Group A**" from the package, and prepare these items for the sealed bid process.

By copy of this memo to Susan Berger, I ask that a file for this future annual contract be created, and copies of these and future related documents be placed in this file.

Please review and begin the necessary steps for presentation to Council.

Attachments

c: Jim Fox Park Services Manager
Shellene Beach, Park Operations Manager
Linda Benoit, Administrative Coordinator
Norma Mendoza, Park Sr. Administrative Assistant
Susan Berger, Park Sr. Administrative Assistant
Matthew Simmons, Park Field Services Specialist

CITY OF PLANO
BID NO. C193-05
LITTER AND RESTROOM SERVICE CONTRACT

BID RECAP

Bid opening Date/Time:	07/06/2005 @ 3:00 PM
Number of Vendors Notified:	1007
Vendors Submitting "NO BIDS":	5
Vendors Non-Responsive to Specification:	Two

<u>Responsive Bidders</u>	<u>Alternate Group A</u>
Northstar Facility Services	\$93,606.00
Lined Right	\$132,318.50

Dianna Wike

8/02/2005

Dianna Wike, C.P.M., Buyer

Date

d-3

Best Value Bidder Evaluation Matrix
C193-05 Litter and Restroom Service Contract
Bid Alternate "Group A" Award Recommendations

Bidder	Owner's assessment of the bidder's capability to perform on like properties of size and type including the reputation of the bidder's goods and services Value = 40	Total of Bid Value = 25	Owner's evaluation of the bidder's equipment inventory and the capabilities of this inventory to perform this contract as specified within this document Value = 20	Service schedule as submitted by bidder Value = 15	Total Bidder Score (100 points possible)
Northstar Facility Services	During the work history review, the bidder received satisfactory comments from all submitted references. The bidder appears capable of executing this contract as specified by the Owner, as described in the bid package documents. Points awarded to this Bidder this section = 20	Bidder was the apparent lowest responsive, responsible bidder. Amount = \$93,606.00 annually (Bid Alternate "Group A") Points awarded to this Bidder this section = 25	Bidder's submitted inventory and Owner's assessment of bidder's capabilities, meets the acceptable criteria of this contract. Bidder appears capable of executing this contract as specified by the Owner, as described in the bid package documents. Points awarded to this Bidder this section = 10	Bidder's submitted service schedule meets the acceptable criterion of this contract. Bidder appears capable of executing this contract as specified by the Owner, as described in the bid package documents. Points awarded to this Bidder this section = 7.5	62.5
Lined Right	During the work history review, the bidder received satisfactory comments from all submitted references. The bidder appears capable of executing this contract as specified by the Owner, as described in the bid package documents. Points awarded to this Bidder this section = 20	Bidder was the second lowest responsive, responsible bidder. Amount = \$132,318.50 annually (Bid Alternate "Group A") Points awarded to this Bidder this section = 18	Bidder's submitted inventory and Owner's assessment of bidder's capabilities, meets the acceptable criteria of this contract. Bidder appears capable of executing this contract as specified by the Owner, as described in the bid package documents. Points awarded to this Bidder this section = 10	Bidder's submitted service schedule meets the acceptable criterion of this contract. Bidder appears capable of executing this contract as specified by the Owner, as described in the bid package documents. Points awarded to this Bidder this section = 7.5	55.5
James Enterprise	This bidder's work history was not verified. This bidder's bid exceeded the Owner's budgeted amount allotted for this contract. Points awarded to this Bidder this section = 0	This bidder's bid exceeded the Owner's budgeted amount allotted for this contract. Points awarded to this Bidder this section = 0	This bidder's inventory and capabilities were not evaluated. This bidder's bid exceeded the Owner's budgeted amount allotted for this contract. Points awarded to this Bidder this section = 0	This bidder's service schedule was not evaluated. This bidder's bid exceeded the Owner's budgeted amount allotted for this contract. Points awarded to this Bidder this section = 0	0.0
Texas Tree and Turf	This bidder did not submit the required bid bond. Bidder was disqualified. Points awarded to this Bidder this section = 0	This bidder did not submit the required bid bond. Bidder was disqualified. Points awarded to this Bidder this section = 0	This bidder did not submit the required bid bond. Bidder was disqualified. Points awarded to this Bidder this section = 0	This bidder did not submit the required bid bond. Bidder was disqualified. Points awarded to this Bidder this section = 0	0.0
King and Lewis	This bidder did not submit the required bid bond. Bidder was disqualified. Points awarded to this Bidder this section = 0	This bidder did not submit the required bid bond. Bidder was disqualified. Points awarded to this Bidder this section = 0	This bidder did not submit the required bid bond. Bidder was disqualified. Points awarded to this Bidder this section = 0	This bidder did not submit the required bid bond. Bidder was disqualified. Points awarded to this Bidder this section = 0	0.0

All entries on this table were gathered and compiled using actual bid documents as submitted by each Bidder. This bid shall be awarded by Council as a "Best Value Bid". The above evaluation matrix has been provided by the using department in an attempt to identify the most appropriate Bidder for this contract.

A score has been given to Bidders in each category using the information contained in each responsive, responsible Bidder's bid package

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Purchasing	Initials	Date	
Department Head	Mike Ryan	Executive Director		
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>8/16/05</i>
Agenda Coordinator (include phone #):		Lauren Roberts Ext. 7248		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award/Rejection of Bid/Proposal for Bid No 2005-221-B for Service Truck to Westway Ford in the amount of \$37,338.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" 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	35,000	0	35,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-37,338	0	-37,338
BALANCE	0	-2,338	0	-2,338
FUND(S): EQUIPMENT REPLACEMENT FUND				
COMMENTS: Funds are included in the FY 2004-05 adopted budget for this replacement purchase. The overage will be funded from savings in other rolling stock and equipment replacement purchases. STRATEGIC PLAN GOAL: Equipment replacement relates to the City's goal of "Service Excellence".				
SUMMARY OF ITEM				
Equipment Services recommends purchase of one (1) Ford F-450 Extended cab and chassis with service body and air compressor from Westway Ford, which is the low bidder on bid # 2005-221-B, in the amount of \$37,338.00. This purchase is for scheduled ERF replacement for Department 342, unit #36020 in FY 04-05.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Bid Summary				

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CITY OF PLANO

BID NO. 2005-221-B

Service Truck

BID RECAP

Bid opening Date/Time: 7/28/05 @ 3:30PM

Number of Vendors Notified: 877

Number of Vendor No Bids: 7

<u>Responsive Bidders:</u>	<u>Total Bid</u>
Westway Ford	\$37,338.00
Prestige Ford	\$38,440.75
Sam Packs Five Star Ford of Carrollton	\$38,640.75
Baby Jack II Automotive LTD	\$38,887.00

Lauren Roberts

8/15/05

Lauren Roberts, Buyer

Date

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Engineering		Initials	Date	
Department Head	Upchurch		Executive Director	<i>[Signature]</i> 8/12/05	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 8/12/05	
Agenda Coordinator (include phone #):			Project No. 5481		
Irene Pegues (7198) <i>[Signature]</i>					
ACTION REQUESTED:					
<input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

Award/Rejection of Bid for Bid No. 2005-227-B for Shiloh Road - Royal Oaks to Parker Road to JRJ Paving, L.P. in the amount of \$2,293,784.04.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	17,600	842,000	1,100,000	1,959,600
Encumbered/Expended Amount	-17,600	-158,956	0	-176,556
This Item	0	-2,293,784	0	-2,293,784
BALANCE	0	-1,610,740	1,100,000	-510,740

FUND(S): STREET IMPROVEMENT CIP AND WATER CIP

COMMENTS: Funds are included in the Re-estimated 2004-05 and Proposed 2005-06 Street Improvement CIP and Water CIP. This item, in the amount of \$2,293,784 will be encumbered during the current fiscal year and carry forward into the cash allocation of FY 2005-06. This item will exceed the project balances by \$510,740 for the Shiloh Road – Royal Oaks to Parker and Shiloh Road – Park to Parker projects. The overage will be funded through saving and reallocation of the various Street Improvement CIP and Water CIP projects.

STRATEGIC PLAN GOAL: Road construction relates to the City's Goal of Safe and Efficient Travel.

SUMMARY OF ITEM

Staff recommends bid of JRJ Paving, L.P., in the amount of \$2,293,784.04 be accepted as lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The second vendor being recommended is Rebcon, Inc., in the amount of \$2,659,647.30.

Engineers' estimate was \$2,082,000.00.

The project consists of the construction of the two southbound lanes of Shiloh Road from Royal Oaks Drive to Parker Road, the construction of the southbound bridge over Brown Branch Creek, landscaping and irrigation of the parkway.

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

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**CITY OF PLANO
 BID TABULATION
 2005-227-B**

**Shiloh Road – Royal Oaks to Parker Road Project No. 5481
 Monday, August 8, 2005 @ 3:30 PM**

Contractor	Add #1	Add #2	Bid Bond	Total Base Bid	Alternate Base Bid
JRJ Paving, L.P.	Yes	Yes	Yes	\$2,293,784.04	\$2,322,344.04
Rebcon, Inc.	Yes	Yes	Yes	\$2,659,647.30	\$2,697,447.30
Jim Bowman Construction Co., L.P.	Yes	Yes	Yes	\$2,663,196.50	\$2,817,196.50
Earth Builders, Inc.	Yes	Yes	Yes	\$2,986,061.80	\$3,126,061.80

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

Lauren Roberts

August 11, 2005

Lauren Roberts, Buyer

Date

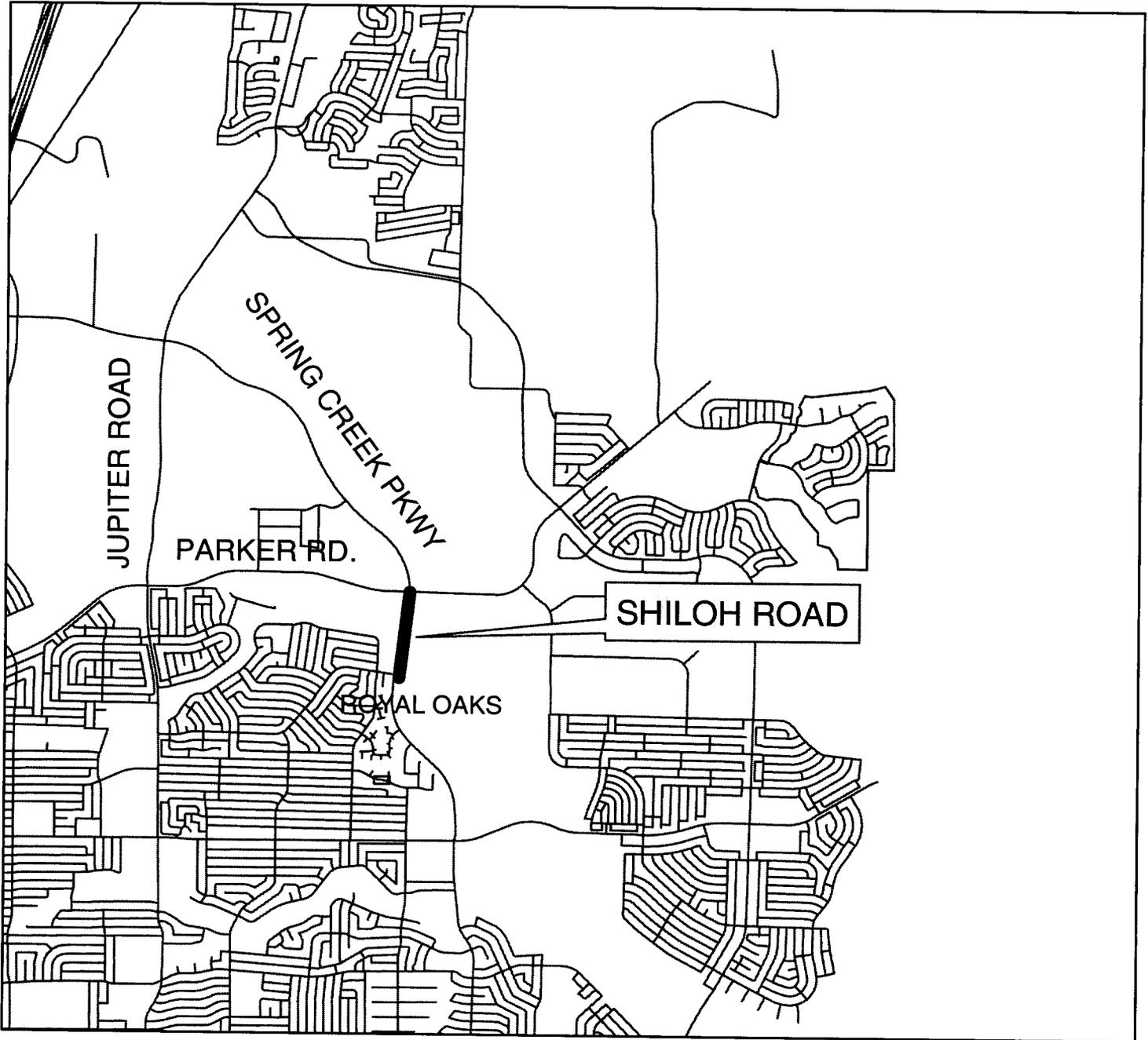
“BID TABULATION STATEMENT”

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

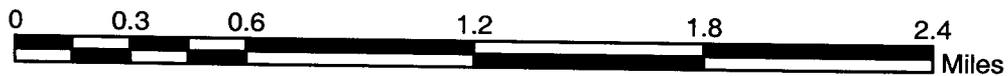
PURCHASING DIVISION
 CITY OF PLANO TEXAS

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**SHILOH ROAD
ROYAL OAKS TO PARKER ROAD
PROJECT NO. 5481**



**CITY OF PLANO
ENGINEERING DEPARTMENT**





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory		
Reviewed by Budget <i>C.S.</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable				
Council Meeting Date:	08/22/2005	Reviewed by Legal <i>AW</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not Applicable		
Department:	Police Department			
Department Head	Gregory W. Rushin	Executive Director		
Dept Signature:	<i>Gregory W. Rushin</i>	City Manager		
Agenda Coordinator (include phone #)	Pam Haines, ext 2526			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award of Bid/Proposal for Bid No. C015-05 for the Red Light Camera Enforcement Program to Redflex in an amount not to exceed the revenue.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): GENERAL FUND				
COMMENTS: This item, if approved, will have an initial annual start-up of \$233,760. Red Flex guarantees the costs of this program will not exceed the revenue generated. STRATEGIC PLAN GOAL: Red Light Camera Enforcement relates to the City's Goal of Safe and Efficient Travel and "Service Excellence".				
SUMMARY OF ITEM				
If approved, the City of Plano will enter into a contract with Redflex who will provide the Red Light Camera Enforcement Program. Redflex guarantees the cost of this program will not exceed the revenue generated.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Memo				

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P.O. Box 860358
Plano, Texas 75086-0358
972-424-5678
Fax 972-424-0099
<http://www.planopolice.org>

MEMORANDUM

DATE: July 28, 2005
TO: Greg Rushin, Chief of Police *grush*
FROM: Jeff Wise, Lieutenant, Traffic Unit
SUBJECT: Award of Request for Proposal #C015-05 - Red Light Camera Enforcement

In June of 2004 a committee composed of representatives from Plano, Richardson, and Frisco met to discuss the implementation of an Automated Red Light Camera Enforcement Program. Changes in legislation and the success of a similar program in Garland led to the creation of this committee. The members of the Automated Red Light Camera Committee are;

Mr. David Morgan – Assistant City Manager, City of Richardson
Chief Larry Zacharias - Chief of Police, City of Richardson
Mr. Walter Ragsdale – Assistant Director of Development Services, City of Richardson
Ms. Kim Farwell – Transportation Analyst – City of Richardson
Ms. Pam Kirkland – Purchasing Manger, City of Richardson
Chief Todd Renshaw – Chief of Police, City of Frisco
Captain Joe Williams – Operations Commander, City of Frisco
Mr. Brian Moen – Transportation Manager, City of Frisco
Mr. Tom Johnston – Purchasing Agent, City of Frisco
Mr. Lloyd Neal – Traffic Engineering Manager, City of Plano
Lieutenant Jeff Wise – Traffic Unit Commander, City of Plano
Ms. Diane Palmer – Purchasing Manager, City of Plano

The goal of this project is to increase traffic safety in our respective communities by impacting driver behavior. The objective for the committee has been to put into place a program utilizing a vendor who can provide state of the art technology coupled with a proven back office. It has been the desire of the committee to implement a program in which costs would not exceed revenue. With these goals, objectives, and desires in mind the committee began the process of requesting and evaluating proposals, leading to the selection of a vendor.

Prior to this first meeting it was decided the City of Richardson would draft a city ordinance declaring red light running to be a public nuisance. Using the Garland ordinance as a model, the legal staffs from the City of Plano and the City of Richardson drafted an ordinance which was ultimately adopted by all three cities. Also, prior to this first meeting it was decided the City of Plano would coordinate the bid process. It is hoped the work of this committee will create a template for other cities to follow.

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In December of 2004 a Request for Proposal was finalized and published by the City of Plano requesting a turn-key solution to the Automated Red Light Camera program. In response to this RFP we received proposals from nine vendors; Redflex, Transol, Peek, Mulvihill, Nestor, Aviar, Seimens, TraffiPax, and LaserCraft.

The committee met in January of 2005 to review the proposals. During this review three vendors were immediately rejected; Aviar, Seimens, and Nestor. Aviar was rejected primarily because of costs, while Seimens was rejected due to a lack of experience in this particular area, and Nestor was rejected due to their high termination costs. Of the six remaining proposals four of them offered excellent opportunities.

Redflex, Transol, Mulvihill, and LaserCraft were invited to give the committee a 30 minute presentation. After reviewing the proposals and observing the presentations the committee felt Redflex and Transol offered the best packages. At this point the committee felt site visits would be necessary in order to observe the back office operations and to visit actual enforcement sites. However, prior to conducting the site visits the Texas Legislation reconvened and several challenges to the enabling legislation were launched. It was decided to place this project on hold until the legislative issues were resolved.

By June of 2005 it became evident challenges to the enabling legislation would fail, and the decision to conduct site visits was made. During the last week of June select members of the committee traveled to the Phoenix, Arizona area to visit the back office operations of Redflex and Transol. Because Redflex has contracts with the City of Scottsdale and the City of Phoenix the attending members also visited operational sites while in the Phoenix area. The on-site visits turned out to be very informative. We observed Redflex's ability to process large volumes of citations quickly, efficiently, and most importantly, accurately. This is in contrast to the visit to Transol's back office operations, where we became concerned with timeliness of Transol's processing of citations. In fact, during their live presentation we observed citations processed for Davenport, Iowa took 10 days from the date of violation to be sent to the city for action. Both Transol and Redflex provided excellent insight into their operations, allowing the committee to recommend a vendor.

At the conclusion of the site visits the committee decided to request a Best & Final offer from Redflex and Transol. Due to the time lapse between receiving the original proposal and conducting the site visits both vendors had developed new technology solutions. The committee felt it was appropriate to allow the vendors to update their proposal to include any equipment, technology, or pricing changes. Redflex submitted a Best & Final offer which differed from their original proposal in only one aspect; they offered a 30-90 day trial of their mobile red light camera enforcement vehicle. Transol did not submit a Best & Final, stating they stand behind their original proposal.

After much consideration the Red Light Camera Committee has unanimously recommended Request for Proposal #CO15-05 be awarded solely to **Redflex**. The committee believes Redflex offers the best operational solution coupled with the best back office support. The Redflex proposal included such features as competitive pricing, no penalty exit clause in the event of legislation changes, a complete digital solution, web based viewing of violations to include payment options and scheduling of hearings, a local customer service office, and 24/7 support. Furthermore, the Redflex offer includes no upfront costs and no out-of-pocket costs. Redflex's offer includes a \$4250 fee per approach for up to two lanes, or a fee of \$4870 per approach for 3 or more lanes. We anticipate an initial 4 approaches, at \$4870 per approach, for an annual cost of \$233,760. It is clear

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no other proposal offers as much value for such a comprehensive and proven solution. The committee believes Redflex's proposed solution will meet, and exceed, our established goals and objectives for this project.

g-4



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/22/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell		Executive Director	<i>[Signature]</i> 8-10-05	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 8/16/05	
Agenda Coordinator (include phone #): Linda Benoit (7255)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER REJECTION OF BID					

CAPTION

Rejecting the \$161,312 purchase and construction bid of a restroom at Cheyenne Park from ROMTEC. This purchase was originally awarded by City Council at their April 11, 2005 meeting.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

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

FUND(S):

COMMENTS:

SUMMARY OF ITEM

This purchase was approved on April 15, 2005. It provided for the materials and construction of a restroom through the Texas Multiple Purchase Awards Schedule (TXMAS). ROMTEC met the procurement requirements for TXMAS; however, the TXMAS requirements did not satisfy the State requirements required for public works construction projects. ROMTEC chose to withdraw from the construction of the building due to the additional insurance and bonding requirements related to the construction.

ROMTEC can still provide the design, construction documents, and materials. The issue that led to the withdrawal was due to the construction portion only. Another City Council agenda item recommends purchase of all good and services from ROMTEC except construction of the facility. The plans provided by ROMTEC will be utilized to bid the construction and the project will be awarded at a later date.

h-1

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

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Department:	Equipment Services		Initials	Date	
Department Head:	Karl Henry	Jim Foster	Executive Director	8-11-05	
Dept Signature:	<i>[Signature]</i>		City Manager	<i>[Signature]</i> 8/12/05	
Agenda Coordinator (include phone #):	Linda M. Robinson x 4180				

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

CAPTION

Authorizing the purchase of one (1) GMC TC 8500 Cab and Chassis in the amount of \$51,163.00 from Rush Truck Center and (1) Petersen TL-3 Boom with Dump Body in the amount of \$40,710.00 from Heil of Texas through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase. (VE10-03; GR01-04)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 04/05, 05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	96,000	0	96,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-91,873	0	-91,873
BALANCE	0	4,127	0	4,127

FUND(s): EQUIPMENT REPLACEMENT FUND

COMMENTS: This is an early purchase of a scheduled replacement that is recommended to be included in the FY 2005-06 Budget. The balance of funds will be used for other rolling stock purchases.

SUMMARY OF ITEM

Equipment Services requests authorization to purchase one GMC TC 8500 Cab and Chassis from Rush Truck Center and one Petersen TL-3 Boom with Dump Body from Heil of Texas through its contract with the H-GAC Cooperative Purchasing Program. This is a scheduled replacement for fiscal year 05/06 approved by Rod Hogan for replacement in fiscal year 04/05 for unit 00515 for Dept. 751/Keep Plano Beautiful.; Account:#01-751-8421; Supplement:#0071001.

The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 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 (H-GAC VE10-03 and GR01-04).

Total amount for the purchase of Chassis and Boom/Body combination including admin fees is \$91,873.00.

List of Supporting Documents: Memo, Agenda, Quote Sheet	Other Departments, Boards, Commissions or Agencies
--	--



MEMORANDUM

Date: August 2, 2005
To: Glenna Hayes, Buyer
From: Reid Choate, Technical Coordinator
Subject: Request to purchase two (2) separate items through the H-GAC Cooperative Purchasing Program as follows:

ITEM-1: One (1) GMC TC 8500 Cab and Chassis (DE) per **H-GAC** Contract HT11-03 awarded to Rush Truck Center. Purchase Order Requisition No. 903465.

Base Price:	\$32,655.00
Published Options:	\$17,058.00
Unpublished Options:	\$ 850.00
H-GAC Admin Fee:	<u>\$ 600.00</u>
Total Purchase Price:	\$51,163.00

ITEM-2: One (1) Petersen TL-3 Boom with Dump Body (NBAA) per **H-GAC** Contract GR01-04 awarded to Heil Of Texas. Purchase Order Requisition No. 903466.

Base Price:	\$38,850.00
Published Options:	\$ 1,460.00
H-GAC Admin Fee:	<u>\$ 400.00</u>
Total Purchase Price:	\$40,710.00

TOTAL OF ITEMS 1 & 2: \$91,873.00

Note: This purchase consists of a Chassis and Boom/Body combination. This is a scheduled replacement for FY 05/06 approved by Rod Hogan for replacement in FY 04/05 for unit 00515 for Department 751/Keep Plano Beautiful. Total amount budgeted for this supplement is **\$96,000.00**. RE: Account: #01-751-8421 Supplement: #00071001

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

Cc: Jimmy Foster
Karl Henry
Nancy Nevil
Richard Huffman
Diane Palmer
Mike Ryan
Stephen Teiper

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CITY OF PLANO

07/27/05

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P.O. Number 903465 OR

Cost Center 071

Supplier RUSH TRUCK CENTERS OF TEXAS LP
dba RUSH TRUCK CENTER HOUSTON
10200 NORTH LOOP EAST
HOUSTON TX 77029

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

Ordered 07/27/05 Freight
Requested 07/27/05 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
GMC CHASSIS		EA	.0000	50,563.00	07/27/05

INVOICE TO FOLLOW
PURCHASE OF ONE (1) GMC
FOR GRAPPLE AND BRUSH BODY
(CHASSIS) PER HGAC CONTRACT
NO. HT11-03(DE) AWARDED TO
VENDOR: RUSH TRUCK CENTERS
OF TEXAS LP.
BASE PRICE: \$32,655.00.
PUBLISHED OPTIONS: \$17,058.00.
UNPUBLISHED OPTIONS: \$850.00.
HGAC ADMIN. FEES: \$600.00.
TOTAL PURCHASE PRICE: \$51,163.00.
TOTAL DOLLAR AMOUNT BUDGETED
FOR THIS TWO PART PURCHASE: \$96,000.00.
THIS SPECIAL COLLECTION BOOM TRUCK -
2 PART PURCHASE - CHASSIS & BOOM/BODY.
REPLACING UNIT 00515, DEPT. 751.
REQUISITION REQUESTED BY REID CHOATE.
ACCOUNT #: 01-751-8421.
SUPPLEMENT NO. 00071001.
SUPPLEMENT NO. 000751001.
NOTE: SCHEDULED REPLACEMENT FOR FY05/06 -
APPROVED FOR REPLACEMENT IN FY04/05 BY
ROD HOGAN, EXECUTIVE DIRECTOR.
CROSS REFERENCE REQUISITION 903466;
TWO PART PURCHASE.

HGAC ADMIN FEES		EA	.0000	600.00	07/27/05
INVOICE TO FOLLOW					

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CITY OF PLANO

07/27/05

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Description	Ordered	UOM	Unit Price	P.O. Number	Extended Price	Request
						Date
				Total Order		
TermNet 30 Days					51,163.00	

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CITY OF PLANO

07/27/05

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P.O. Number 903466 OR
 Cost Center 071

Supplier HEIL OF TEXAS
 DEPT 1265
 PO BOX 2153
 BIRMINGHAM AL 35287-1265

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

Ordered 07/27/05 Freight
 Requested 07/27/05 Order Taken By

Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
PETERSEN TL-3 BOOM W/DUMP BODY		EA	.0000	40,310.00	07/27/05

INVOICE TO FOLLOW

PURCHASE OF ONE (1) PETERSEN
 TL-3 BOOM WITH DUMP BODY PER
 HGAC CONTRACT NO. GR01-04(NBAA)
 AWARDED TO HEIL OF TEXAS.

BASE PRICE: \$38,850.00.

PUBLISHED OPTIONS: \$1,460.00.

HGAC ADMIN FEE: \$400.00.

TOTAL DOLLAR AMOUNT BUDGETED

FOR THIS TWO PART PURCHASE:

\$96,000.00.

NOTE: THIS PURCHASE CONSISTS OF A CHASSIS
 AND BOOM/BODY COMBINATION. THIS IS A
 SCHEDULED REPLACEMENT FOR FY05/06
 APPROVED BY ROD HOGAN FOR REPLACEMENT
 IN FY04/05 FOR UNIT 00515 FOR DEPT. 751/KEEP
 PLANO BEAUTIFUL.

ACCOUNT #01-751-8421.

SUPPLEMENT NO. 00071001.

SUPPLEMENT NO. 000751001

NOTE: SCHEDULED REPLACEMENT FOR FY05/06 -
 APPROVED FOR REPLACEMENT IN FY04/05 BY
 ROD HOGAN, EXECUTIVE DIRECTOR.

CROSS REFERENCE REQUISITION 903465;

TWO PART PURCHASE.

HGAC ADMIN FEES		EA	.0000	400.00	07/27/05
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INVOICE TO FOLLOW

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CITY OF PLANO

07/27/05

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Description	Ordered	UOM	Unit Price	P.O. Number	Extended Price	Request Date
TermNet 30 Days					Total Order	
					40,710.00	

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PRODUCT PRICING SUMMARY SHEET BASED ON CONTRACT FORM

Vendor RUSH TRUCK CENTER Date Prepared 7/11/2005
 Contact for Vendor: BOB LAKE Phone/Fax 800-580-7383/713-695-9620
 End User: CITY OF PLANO
 End User Contact REID Phone/Fax 972-769-4182
 Product Description: GMC FOR GRAPPLE AND BRUSH BODY

A: Base Price in Bid/Proposal Number: <u>HT11-03</u>			Series: <u>DE</u>	\$ <u>32,655.00</u>	
B: Published Options (Itemize Below)					
OPT #	DESCRIPTION	AMOUNT	OPT #	DESCRIPTION	AMOUNT
DE52	REAR BRAKE SHIELD	\$ 100.00	DE400	2004 EMISSIONS	\$ 2,510.00
DE56	13 CFM COMPRESSOR	\$ 125.00	DE401	2005 PRICE INCREASE	\$ 650.00
DE69	AIR CONDITIONING	\$ 1,300.00	DE403	DIESEL/AUTOMATIC	\$ 8,800.00
DE101	PROVISIONS FOR PTO	\$ 474.00			
DE215	236" WB 168"CA	\$ 840.00			
DE223	110,000 PSI FRAME	\$ 661.00			
DE228	REINFORCE FRAME	\$ 508.00			
DE233	FRONT TOW HOOKS	\$ 138.00			
DE305	AM-FM STEREO	\$ 302.00			
DE402	PRE DELIVERY	\$ 650.00			
Subtotal Column 1 \$ 5,098.00			Subtotal Column 2 \$ 11,960.00		
Published Options added to Base Price (Subtotal of "Col 1" & "Col 2")					\$ 17,058.00

C: Subtotal of A + B				\$ 49,713.00
D: Unpublished Options (Itemize below) Unpublished = _____ %				
	2006 PRICE INCREASE	\$ 850.00		
				\$ -
Subtotal Column 1 \$ 850.00		Subtotal Column 2 \$ -		

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2") \$ 850.00

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

F: Total of C + D +/- E (Not including H-GAC fee) \$ 50,563.00

G: Quantity ordered Units: 1.00 x F \$ 50,563.00

H: H-GAC Administrative Fee (From fee schedules), Table: _____ % \$ 600.00

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)					
		X		\$ -	
		X		\$ -	
Subtotal					\$ -

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$ 51,163.00

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CONTRACT PRICING WORKSHEET

(The Following Details MUST be provided with any purchase order submitted to H-GAC by End User)

End User: CITY OF PLANO		Date Prepared: 7-11-05	
Prepared By: TREY STAMPS		Contract No.: GR01-04	
Phone No.: 972-438-6488		Item Product Code: NBAA	
Description: PETERSEN TL-3 18-24 TRASH DUMP BODY			
A Item Base Unit Price, Per H-GAC Contract:			A: 38,850.00
B Published Options (Itemize below, attach additional sheet(s) if necessary)			
Code	Description	Cost	
TL-3	18'-24YD. TBS DUMP BODY	INC.	
TL-3	HEAVY DUTY SWING MOTOR	1460	
			Subtotal From Additional Sheet(s):
			Subtotal B: 1,460
C Unpublished Options (Itemize below, attach additional sheet(s) if necessary)			
Code	Description	Cost	
			Subtotal From Additional Sheet(s):
			Subtotal C:
Check: The total cost of Unpublished Options as a percentage of the total of the Base Price plus Published Options cannot exceed 25%. For this transaction, the percentage is:			
<input style="width: 100px; height: 20px;" type="text"/>			
<i>Note: Unpublished Options cannot be used to change to another contracted model.)</i>			
D Miscellaneous Price Adjustments			
			Subtotal D: -
E Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)			40,310
Quantity Ordered			X 1
			Subtotal E:
F H-GAC Fee Calculation (From Current Fee Tables)			Subtotal F: 400
G Non-Equipment Charges (Trade-In, Extended Warranty, Delivery, etc.)			
			Subtotal G: -
H			Total Purchase Price (E+F+G): 40,710
			Promised Delivery Date: 60 DAYSA

(Please Print Legibly)

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/22/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Equipment Services			Initials	Date
Department Head	Karl Henry	Jim Foster	Executive Director	<i>[Signature]</i>	8-18-05
Dept Signature:	<i>[Signature]</i>			City Manager	<i>[Signature]</i> 8/12/05
Agenda Coordinator (include phone #):		Linda M. Robinson x 4180			

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

CAPTION

Authorizing the purchase of three (3) Hybrid-Electric Sedans, in the amount of \$62,252.55 from Philpott Motors, Inc., through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase. (VE10-03)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 05/06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	75,000	75,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-62,253	-62,253
BALANCE	0	0	12,747	12,747

FUND(S): GENERAL FUND

COMMENTS: This item is for the early purchase of (3) Toyota Prius Hybrid Vehicles. This early purchase is necessary due to the extended lead-time required for this particular vehicle. The funds will be recommended to be included in the FY 2005-06 Budget. The balance of funds will used for other rolling stock purchases.

STRATEGIC PLAN GOAL: Hybrid Vehicle purchase relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services requests authorization to purchase three Hybrid-Electric sedans from Philpott Motors, Inc., through its contract with the H-GAC Cooperative Purchasing Program. These units are new additions to the fleet for Dept. 619/Property Standards approved for fiscal year 05/06, Account:#01-619-8421; Supplement:#00619001. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 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 (H-GAC VE10-03).

These vehicles are Super Ultra-Low Emission (SULEV) rated and produce extremely low pollutants while achieving high gas mileage.

Total cost for three units plus a one time admin. fee of \$600.00 is \$62,252.55.

List of Supporting Documents:
Memo, Agenda, Quote Sheet

Other Departments, Boards, Commissions or Agencies



MEMORANDUM

Date: July 27, 2005
To: Lauren Roberts, Buyer
From: Reid Choate, Technical Coordinator
Subject: Request to purchase three (3) Toyota Prius Hybrid's through H-GAC Cooperative Purchasing Program Contract No. VE10-03 (MDA) awarded to Philpott Motors, Inc.

Base Price:	\$19,491.00 x 3 =	\$ 58,473.00
Unpublished Options:	\$ 739.00 x 3 =	\$ 2,217.00
Delivery Charges:	345 miles @ .93 x 3 =	\$ 962.55
<u>One Time Admin. Fee:</u>		<u>\$ 600.00</u>
TOTAL Price w/Options:		\$ 62,252.55
TOTAL Budgeted Amount:		\$ 75,000.00

Note: These are new additions to the fleet for Dept-619/Property Standards approved for FY 05/06. Account #01-619-8421 Supplement #00619001.

Please reference Purchase Order Requisition No. 903462.

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

Cc: Jimmy Foster
Karl Henry
Cynthia O'Banner
Diane Palmer
Stephen Teiper

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H-GAC 'FORM F' - DEALER'S OPTIONS PRICING

Offeror Name: **PHILPOTT MOTORS LTD.**

Spec Number: **VE10-03 MDA TOYOTA PRIUS HYBRID**

Underlying H-GAC Product Code	Offeror's or Mfr's Code	OPTION DESCRIPTION (Must include H-GAC Required Option Code, if used in specification)	Offered Price
MDA	EZ1	WINDOW TINT	\$ 195.00
MDA	EZ12	ALARM SYSTEM	\$ 289.00
MDA	DRL	DAYTIME RUNNING LIGHTS	\$ 98.00
MDA	Z1E1	RUSTPROOFING	\$ 295.00
MDA	Z1E2	UNDERCOAT	\$ 150.00
MDA	L1	LEFT SPOTLIGHT	\$ 150.00
MDA	RI	RIGHT SPOTLIGHT	\$ 148.00
MDA	86R	TRAILER HITCH	\$ 170.00
MDA	EBC	ELECTRIC BRAKE CONTROLLER	\$ 198.00
MDA	BA	BACK-UP ALARM	\$ 85.00
MDA	LEDH	LED HOUR METER	\$ 125.00
MDA	TR7W	TRAILER 7-PIN WIRING	\$ 138.00
MDA	DL	DEALER LOCATE FEE	\$ 350.00
MDA	ZM	Z-MAX PROTECTION	\$ 98.00
MDA	PW	POWER WINDOWS	\$ 395.00
MDA	PL	POWER LOCKS	\$ 295.00
MDA	RSS	REVERSE SENSING SYSTEM	\$ 310.00
MDA	REK	ROADSIDE ASSISTANCE KIT	\$ 54.00
MDA	TCF	TRUNK AIR CIRCULATION FAN	\$ 122.00
MDA	DEL	DELIVERY CHARGE PER MILE	\$ 0.93

Notes:

1. Bid each Option offering on a single separate line, using the appropriate underlying H-GAC Product Code.
2. A single Form F should be completed. Bidder may insert lines in this Form as may be required.
3. If an Option is applicable to more than one Product Code, it must be listed separately for each.
4. Option descriptions used on this Form may be uploaded to the HGACBuy.com for the online listing.
5. Bidder, by signing this Form, agrees to furnish the listed Options at the prices indicated, and in complete compliance with all requirements of H-GAC's Invitation To Submit Competitive Bids.

DATE	SIGNATURE (BIDDER'S AUTHORIZED SIGNATORY)
8/20/03	<i>Ronald Swan</i>

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CITY OF PLANO

07/25/05

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P.O. Number 903462 OR
 Cost Center 071

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

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

Ordered 07/25/05 Freight
 Requested 07/25/05 Order Taken By
 Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
TOYOTA PRIUS HYBRIDS	3	EA	19,491.0000	58,473.00	07/25/05
INVOICE TO FOLLOW C#VE10-03 (MDA). PURCHASE THROUGH HGAC; AWARDED VENDOR PHILPOTT MOTORS INC. PURCHASE OF THREE (3) TOYOTA HYBRID PRIUS VEHICLES. PRICE PER UNIT: \$19,491.00. UNPUBLISHED OPTIONS: \$2,217.00. DELIVERY CHARGES: \$962.55. HGAC BUYBOARD FEE: \$600.00. DOLLAR AMOUNT BUDGETED FOR THIS PURCHASE: \$75,000.00, FY05/06. **THESE ARE NEW ADDITIONS TO THE FLEET FOR PROPERTY STANDARDS, DEPT. 619. ACCOUNT 01-619-8421. SUPPLEMENT NO. 00619001. REQUISITION REQUESTED BY REID CHOATE.					
UPUBLISHED OPTIONS	3	EA	739.0000	2,217.00	07/25/05
INVOICE TO FOLLOW					
DELIVERY CHARGES		EA	.0000	962.55	07/25/05
INVOICE TO FOLLOW					
HGAC ADMIN FEES		EA	.0000	600.00	07/25/05
INVOICE TO FOLLOW					

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CITY OF PLANO

07/25/05

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P.O. Number

Description

Ordered

UOM

Unit Price

Extended Price

Request

Date

Total Order

TermNet 30 Days

62,252.55

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/22/05		Reviewed by Legal <i>[Signature]</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
Department:	Equipment Services			Initials	Date
Department Head:	Karl Henry	Jim Foster	Executive Director		
Dept Signature:	<i>[Signature]</i>		City Manager		
Agenda Coordinator (include phone #):		Linda M. Robinson x 4180			
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					

CAPTION

Authorizing the purchase of two (2) Ford F-450 Extended Cab/Chassis with Utility Body and Man-Lift, in the amount of \$127,492.70 from Philpott Motors, Inc., through H-GAC Cooperative Purchasing Program contract and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate this purchase. (HT11-03)

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	130,000		130,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-127,493	0	-127,493
BALANCE	0	2,507	0	2,507

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

COMMENTS: Funds are included in the FY 2004-05 approved budget. The balance of funds will be used for other rolling stock purchases.

STRATEGIC Plan Goal: Fleet vehicle replacement relates to the City's Goal of "Service Excellence".

SUMMARY OF ITEM

Equipment Services requests authorization to purchase two Ford F-450 Extended Cab/Chassis with Utility Body and Man-lift from Philpott Motors, Inc., through its contract with the H-GAC Cooperative Purchasing Program. These units are scheduled replacements for #98189 and #98191 for Dept. 743/Signals approved for fiscal year 04/05, Account:#01-743-8421; Supplement:#00071001. The City is authorized to purchase from a Local Cooperative Organization pursuant to Chapter 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 (H-GAC HT11-03).

Total purchase price for both units including one time admin. fee is \$127,492.70.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo, Agenda, Quote Sheet	



MEMORANDUM

DATE: August 1, 2005
TO: Glenna Hayes, Buyer
FROM: Reid Choate, Technical Coordinator
SUBJECT: Request to purchase two (2) Ford F-450 Extended Cab/Chassis with Utility Body and Man-Lift (BA) through H-GAC Cooperative Purchasing Program contract no. HT11-03 awarded to Philpott Motors, Inc.

Base Price each:	18,383.00 x 2 =	\$ 36,766.00
Published Options:	39,069.50 x 2 =	\$ 78,139.00
Unpublished options:	5,473.00 x 2 =	\$ 10,946.00
Delivery charges:	345 miles @ .93 x 2 =	\$ 641.70
One Time H-GAC Admin Fee:		<u>\$ 1,000.00</u>
Total Price		\$127,492.70

Total Budgeted Amount: 65,000.00 x 2 = **\$130,000.00**

NOTE: These units are scheduled replacements for #98189 and #98191 per fiscal year 04/05 for Dept-743/Signals. Account #01-743-8421, Supp #00071001

Please reference Purchase Order Requisition No: 903467.

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

Cc: Jimmy Foster
Karl Henry
Mike Rapplean
Gary Kirkwood
Diane Palmer
Stephen Teiper

R-2

CITY OF PLANO

P.O. Number 903467 OR
Cost Center 071

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

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

Ordered 07/27/05 Freight
Requested 07/27/05 Order Taken By
Delivery

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
FORD F-450 EXT. CAB & CHASSIS INVOICE TO FOLLOW	2	EA	18,383.0000	36,766.00	07/27/05
PUBLISHED OPTIONS INVOICE TO FOLLOW	2	EA	39,069.5000	78,139.00	07/27/05
PURCHASE OF TWO (2) FORD F-450 EXTENDED CAB AND CHASSIS WITH UTILITY BODY AND MAN-LIFT (BA) THROUGH HGAC, CONTRACT NO. HT11-03, AWARDED TO PHILPOTT MOTORS INC. BASE PRICE EACH: \$18,383.00 X 2 = \$36,766.00. PUBLISHED OPTIONS: \$39,069.50 X 2 = \$78,139.00. UNPUBLISHED OPTIONS: \$5,473.00 X 2 = \$10,946.00. DELIVERY CHARGES: 345 MILES @ .93 X 2 = \$641.70. HGAC ADMIN FEES: \$1,000.00. TOTAL DOLLAR AMOUNT BUDGETED: \$130,000.00. TOTAL PRICE FOR THIS PURCHASE: \$127,492.70. NOTE: THESE UNITS ARE SCHEDULED REPLACEMENTS FOR FY04/05 FOR UNITS 98189 AND 98191, DEPT. 743, SIGNALS. ACCOUNT #01-743-8421. SUPPLEMENT #00071001. REQUISITION REQUESTED BY REID CHOATE.					
UNPUBLISHED OPTIONS INVOICE TO FOLLOW	2	EA	5,473.0000	10,946.00	07/27/05
DELIVERY CHARGES INVOICE TO FOLLOW		EA	.0000	641.70	07/27/05

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CITY OF PLANO

07/28/05

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P.O. Number 903467 OR

Description	Ordered	UOM	Unit Price	Extended Price	Request Date
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HGAC ADMIN FEES		EA	.0000	1,000.00	07/27/05
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INVOICE TO FOLLOW

Total Order

TermNet 30 Days

127,492.70

R-4



Philpott Motor Company
Fleet Department
1400 US Highway 69
Nederland, TX 77627

Government Sales

FAX

DATE: 8-3-05
TO: City of Plano / Reid Chubb
fax: 972 461-9349 phone: _____
FROM: Emmette Cone
phone: (817) 429-2557
toll-free phone: (800) 588-8991
fax: (817) 429-2559
e-mail: econe@sbcglobal.net

OF PGS: 2

MESSAGE:
Revised per HGAC request

Thanks,
Emmette
Emmette Cone

R-5

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks
H-GAC BID VE10-03

End User: City of Plano ph# 972 769 4182

Phillpott Rep: EMMETTE CONE

Contact: reid Choate Fax 972 461 9349

Date: 26-Jul-05

Product Description: ford F450 DRW Cab& Chassis

A. Bid Series: BA

A. Base Price: **\$ 18,383.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
x46	Super/Cab upgrade	\$ 1,946.00		HGAC STATE CONTRACTHT11-03	
	X46 F450 4x2 Supercab C&C DRW			2006 MODEL/DELIVERY APPX.	
	162" wheelbase 60" CA			120-180 DAYS ARO	
	Z1 White exterior		VSLF35	versalift unit per contract	\$ 29,757.00
	VE med flint vinyl bench			Versalift specs attached	
	650a model pkg XL trim series			#16,000 GVWR #8,400 lb payload	
	Stereo radio w/clock				
99P	6.0L V8 diesel engine	\$ 3,733.00		interest charges per contract (60) 1.5%	\$ 551.50
31u	ship thru to body co.	\$ 278.00	62R	trans/power take off provision	\$ 233.00
	manual telescopic TT mirrors		60g	Special value trans LTD pkg required	\$ 427.00
	4.88 reg rear axle ratio				
572	air conditioning	\$ 686.00		liability insurance per contract (60)	\$ 70.00
44b	upgrade to elect auto for diesel eng	\$ 1,388.00		4=spd auto auto gas engine	

Total of B. Published Options: **\$ 39,069.50**

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 9.5 %

Options	Bid Price	Options	Bid Price
additional optional equipment requested by city of Plano from Versalift	\$ 4,833.00	425 50 state emissions system ✓	NC
29757.00 & 4,833.00= \$34,590.00			
674 Heavy duty suspension pkg includes heavy service front springs/ (pre-selected)	\$ 125.00	REVISED 8-03-2005***** ✓	
recommended for vehicles that will use after-market equipment which loads front axle to the GAWR			
upgrade to X46750a/162"2006	\$ 515.00		

Total of C. Unpublished Options: **\$ 5,473.00**

D. Contract Price Adjustment: _____

E. Delivery Charges: 345 miles @ \$.93/mile

F. Total of A + B + C + D + E = F

G. Quantity Ordered 2 x F =

H. H-GAC Administrative Fee [from Fee Schedule, Table A]

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING H-GAC FEE

\$ 320.85	
\$ 63,246.35	
\$ 126,492.70	
\$ 1,000.00	
\$ 127,492.70	

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CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks
H-GAC BID

HT11-03

End User: City of Plano ph# 972 769 4182

Phillpott Rep: EMMETTE CONE

Contact: reid Choate Fax 972 461 9349

Date: 26-Jul-05

Product Description: ford F450 DRW Cab& Chassis

A. Bid Series: BA ✓

A. Base Price: \$ 18,383.00 ✓

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
x46	Super/Cab upgrade	\$ 1,946.00 ✓		HGAC STATE CONTRACT HT11-03 ✓	
	X46 F450 4x2 Supercab C&C DRW			2006 MODEL/DELIVERY APPX.	
	162" wheelbase 60" CA			120-180 DAYS ARO	
	Z1 White exterior		VSLF35	versalift unit per contract	\$ 29,757.00 ✓
	VE med flint vinyl bench			Versalift specs attached	
	650a model pkg XL trim series			#16,000 GVWR #8,400 lb payload	
	Stereo radio w/clock		425	50 state emissions system	
99P	6.0L V8 diesel engine	\$ 3,733.00 ✓		interest charges per contract (60) 1.5%	\$ 551.50 ✓
31u	ship thru to body co.	\$ 278.00 ✓	62R	trans/power take off provision	\$ 233.00 ✓
	manual telescopic TT mirrors		60g	Special value trans LTD pkg required	\$ 427.00 ✓
	4.88 reg rear axle ratio				
572	air conditioning	\$ 686.00 ✓		liability insurance per contract (60)	\$ 70.00 ✓
44b	upgrade to elect auto for diesel eng	\$ 1,388.00 ✓		4=spd auto auto gas engine	

Total of B. Published Options: \$ 39,069.50 ✓

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 9.5 % ✓

Options	Bid Price	Options	Bid Price
additional optional equipment requested by city of Plano from Versalift	\$ 4,833.00 ✓		
29757.00 & 4,833.00 = \$34,590.00			
674 Heavy duty suspension pkg includes heavy service front springs/ (pre-selected) recommended for vehicles that will use after-market equipment which loads front axle to the GAWR	\$ 125.00 ✓		
upgrade to X46750a/162"2006	\$ 515.00 ✓		

Total of C. Unpublished Options: \$ 5,473.00 ✓

D. Contract Price Adjustment: _____

E. Delivery Charges: 345 miles @ \$.93/mile

\$ 320.85 ✓

F. Total of A + B + C + D + E = F

\$ 63,246.35 ✓

G. Quantity Ordered 2 x F =

\$ 126,492.70 ✓

H. H-GAC Administrative Fee [from Fee Schedule, Table A]

\$ 1,000.00 ✓

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING H-GAC FEE

\$ 127,492.70 ✓

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/22/05		Reviewed by Legal <i>WJ</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Technology Services		Initials <i>WJ</i>	Date 8-10-05	
Department Head	David Stephens	Executive Director			
Dept Signature:	<i>David Stephens</i>	City Manager	<i>[Signature]</i>	8/12/05	
Agenda Coordinator (include phone #): Kathy Kargol, ext 7342					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER EXISTING CONTRACT					
CAPTION					
Purchase from Existing Contract/Agreement to authorize the purchase of a Premier Support Service contract in the amount of \$56,400 from Microsoft Corporation through a State of Texas Department of Information Resources (DIR) contract, and authorizing the City Manager or his designee to execute all necessary documents. (DIR-BUSOP-180)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	1,924,472	0	1,924,472
Encumbered/Expended Amount		0	-1,725,903	0	-1,725,903
This Item		0	-56,400	0	-56,400
BALANCE		0	142,169	0	142,169
FUND(S): TECHNOLOGY SERVICES FUND					
COMMENTS: Funds are available in the 2004-05 Technology Services Operating Budget. The remaining balance will be used for other maintenance agreements.					
SUMMARY OF ITEM					
Technology Services recommends Council approve an agreement with Microsoft Corporation through the Department of Information Resources, State of Texas (DIR) in an amount of \$ 56,400 for a premier support service contract. The City is authorized to purchase from the State Contract List pursuant to Section 271 Subchapter D of the Local Government Code, and by doing so satisfies any State Law requiring the local governments to seek competitive bids for the items. Contract # DIR-BUSOP-180.					
List of Supporting Documents: Staff Memo		Other Departments, Boards, Commissions or Agencies			

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Memorandum

To: David Stephens, Director of Technology Services
CC:
From: Chester M. Helt, Infrastructure Manager
Date: 8/3/2005
Re: Microsoft Premier Support Contract

We are recommending the City purchase from DIR a Microsoft Premier Support Contract in the amount of \$ 56,400. This contract can be purchased from the State Contract No. DIR-BUSOP-180 directly from DIR.

The services quoted for this contract include:

- A Base Technical Account Manager assigned to our organization for 12.5% of their available time (120 Hours).
- Orientation and Planning Meeting.
- Regular Status Reports and Meetings.
- Incident Escalation Management.
- Unlimited User access to Premier Online.
- Critical Problem Alerts
- Product NewsFlashes
- MSDN Universal Subscription
- 30 Infrastructure Support Incidents
- 24x7 Access to support engineers.
- Pre-release Product Support
- Multi-vendor Coordination

This service will provide our technicians with tools to assist in diagnosing and solving network problems with our Microsoft Products.

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY			Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:		8/22/05	Reviewed by Legal <i>JP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Parks and Recreation			Initials	Date
Department Head	Don Wendell			Executive Director	<i>DA</i> 8-16-05
Dept Signature:	<i>Don Wendell</i>			City Manager	<i>DM</i> 8/16/05
Agenda Coordinator (include phone #): Linda Benoit (7255)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PURCHASE OFF EXISTING CONTRACT					
CAPTION					
Authorizing the purchase of restroom building materials for Cheyenne Park in the amount of \$86,812 from ROMTEC through TXMAS Contract #5-56030, and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the purchase.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	641,914	648,000	600,000	1,889,914	
Encumbered/Expended Amount	-641,914	-698,560	0	-1,340,474	
This Item	0	-86,812	0	-86,812	
BALANCE	0	-137,372	600,000	462,628	
FUND(S): CAPITAL RESERVE					
COMMENTS: Funds are available in the 2004-05 Capital Reserve Re-Estimate. This item, in the amount of \$86,812 will exceed the current year balance by \$137,372 for the Athletic Field Renovation project. The overage will be reimbursed from the Property Liability Loss Fund.					
STRATEGIC PLAN GOAL: Restroom building materials relate to the City's Goal of "Premier City for Families."					
SUMMARY OF ITEM					
Staff recommends purchase of materials, which includes construction documents. The plan will be utilized to bid the construction. The materials will be provided by this purchase. ROMTEC sells pre-engineered restroom facilities. Their standards are equivalent to existing park restrooms; however, the City does not have to develop architectural/engineering plans.					
This restroom will replace the original restroom which was destroyed by arson at Cheyenne Park.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date: 8/22/05		Reviewed by Legal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	Parks and Recreation		Initials	Date	
Department Head	Don Wendell		Executive Director	<i>DA</i> 8-16-05	
Dept Signature:	<i>Don Wendell</i>		City Manager	<i>DA</i> 8/16/05	
Agenda Coordinator (include phone #): Linda Benoit (7255)					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input checked="" type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					

CAPTION

To approve and authorize a contract with Halff Associates, Inc. to provide Engineering Services in conjunction with the Jack Carter Park Pool parking lot replacement in an amount not to exceed \$26,050, and authorizing the City Manager or his designee to execute any and all documents necessary to effectuate the contract.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2004-05	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	700,847	186,000	500,000	1,386,847
Encumbered/Expended Amount	-700,847	-137,964	0	-838,811
This Item	0	-26,050	0	-26,050
BALANCE	0	21,986	500,000	521,986

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are available in the 2004-05 Capital Reserve Re-Estimate. This item, in the amount of \$26,050 will leave a current year balance of \$21,986 for the Parking Lot Replacement project.

STRATEGIC PLAN GOAL: Parking lot replacement relates to the City's Goal of "Premier City for Families."

SUMMARY OF ITEM

The attached Engineering Service Agreement with Halff Associates, Inc. is for the preparation of construction drawings that includes plans and specifications for parking lot replacement, tree planting, and irrigation.

The contract fee is \$26,050 and includes basic and reimbursable expenses.

The total fee including basic services and surveying is 10% of the construction budget of \$260,000. This fee is consistent with other park and engineering projects of this size and scope. Funding is available in the Capital Reserve Fund for 2005-06.

Halff Associates, Inc. is on the City's list of selected consultants for 2005-06.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

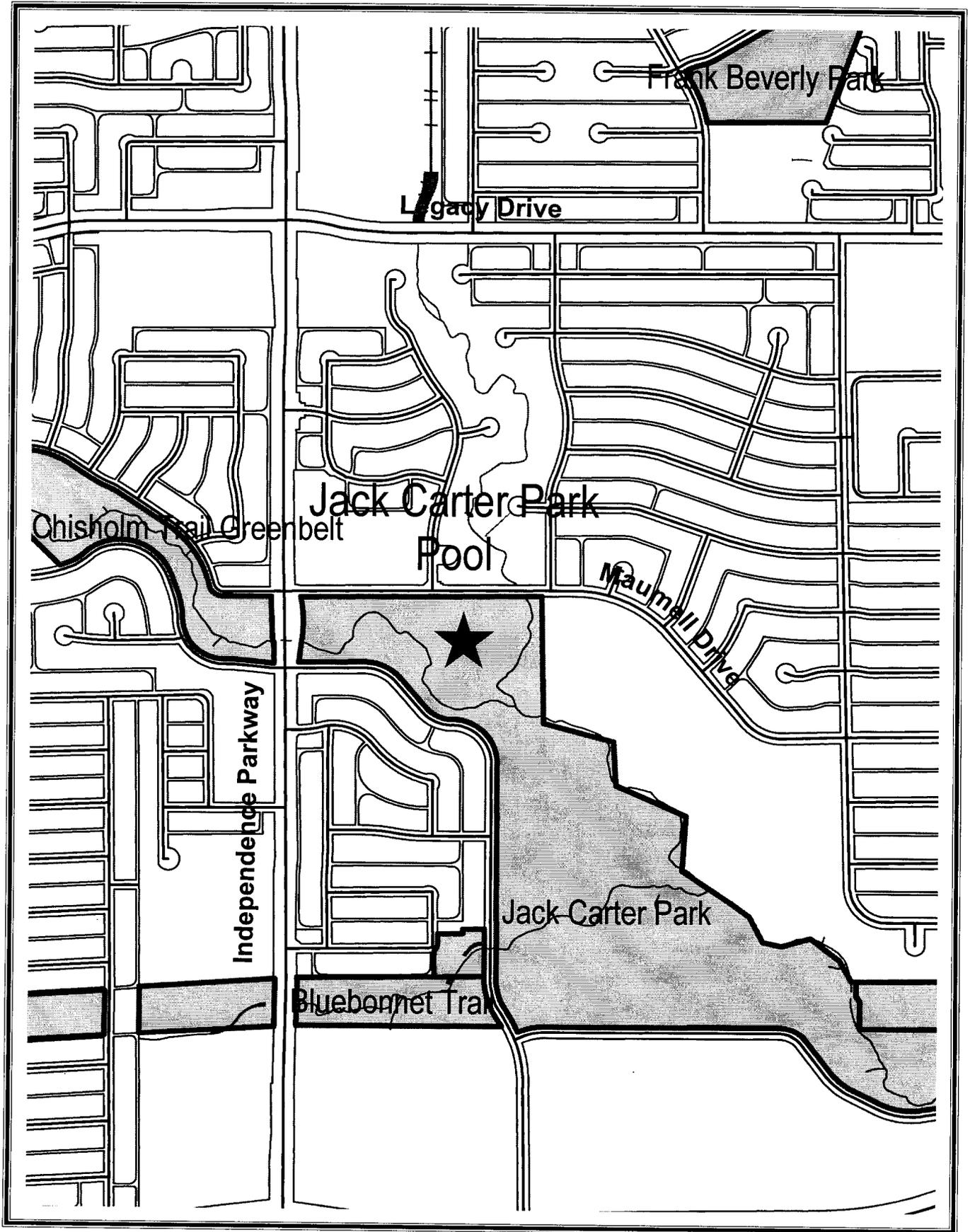


**CITY OF PLANO
COUNCIL AGENDA ITEM**

Location Map

Engineering Services Agreement

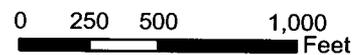
71-2



Jack Carter Park Pool - Parking Lot Replacement

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Parks & Recreation Department
Park Planning



JACK CARTER PARK POOL PARKING LOT REHABILITATION

PROJECT NO. 5650

ENGINEERING SERVICES AGREEMENT

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **JACK CARTER PARK POOL PARKING LOT REHABILITATION** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

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III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule except for delays beyond the reasonable control of Engineer, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

VII. Indemnity

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

In its sole discretion, City shall have the right to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

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

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 Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Cost Estimates Engineer's Opinion of Probable of Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Parks & Recreation Department
P.O. Box 860358
Plano, TX 75086-0358

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

Mark McGraw, P.E.
Halff Associates, Inc.
8616 Northwest Plaza Drive
Dallas TX 75225

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. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

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

E. Severability:

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

F. Effective Date:

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

SIGNED on the date indicated below.

HALFF ASSOCIATES, INC.
A Texas Corporation

DATE: _____

BY: _____
B. David Littleton, P.E.
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

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ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, _____, by **B. DAVID LITTLETON, P.E., VICE PRESIDENT**, of **HALFF ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

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EXHIBIT "A"

Jack Carter Park Pool Parking Lot Rehabilitation

Scope of Work

Halff Associates' understanding of the project scope is based on a May 20, 2005, meeting with City of Plano staff member Bill Dakin. The project is a parking lot replacement project for Jack Carter Park Pool. The scope of the project is to remove the existing asphalt concrete pavement and replace it with reinforced concrete pavement including associated improvements to landscape and irrigation of landscape islands added to meet current code requirements.

The scope of work for the design of the City parking lot replacement, landscape and irrigation work includes the following:

SURVEY FOR DESIGN –

1. Field tie visible topographic features and improvements required for design of the proposed paving improvements.
2. The following information will be shown on the design drawings: supplemental natural ground spot elevations accurate to 0.1 foot elevation in areas where new paving is proposed. Visible improvements will be tied and shown on the plans. Horizontal and vertical control will be established for the project.
3. Underground utilities will be shown based on information provided by the City. Parks staff will meet the surveyor on site and provide location of known underground utilities. The surveyor and engineer cannot certify as to the accuracy or completeness of these documents and information presented. The surveyor will note surface features in the scope of work area and indicate their presence on the survey.
4. This task contemplates performing survey for design of approximately 1.25-acres.
5. The City will provide City of Plano control points in the vicinity of the project suitable for Halff Associates to use to establish horizontal and vertical project control based on NAD '83 State Plane Coordinates.

COORDINATION –

1. Conduct a visual site investigation to document the existing conditions through photographs and field notes.
2. Halff Associates will attend up to 2 meetings with the City staff during design (at \$500.00 per meeting).

DEMOLITION PLAN –

1. Provide plans and details for removing existing parking lot improvements necessary for construction.
2. Based on field survey data and the site plan, a demolition plan will be prepared showing areas of paving and curb to be removed and notes required for protection of facilities to remain.
3. Identify and locate utilities based on City utility plans and visual observation.

DRAINAGE REVIEW –

1. A drainage review of the proposed improvements will be performed to identify potential drainage issues with the existing drainage system and to identify possible improvements to the drainage system.
2. This task does not include design of drainage improvements. If the drainage review identifies improvements to the existing drainage system are required, Halff Associates will provide a budget for the design of identified improvements as a modification to the contract for City of Plano approval before proceeding with design of the additional improvements.

GRADING DESIGN –

1. A grading plan will be prepared showing spot grades and details as required for construction of the rehabilitated pavement to ensure proper grades and drainage.
2. The intent is to match the original grading as much as possible to minimize changing existing drainage patterns.
3. We recommend obtaining pavement and subgrade preparation recommendations from a geotechnical engineer. Geotechnical services are not included in this scope of work. Design of the pavement will be based on City of Plano Standard Details and Specifications, NCTCOG and TxDOT specifications if a geotechnical report is not prepared for the project.

71-12

PAVING AND DIMENSION CONTROL PLAN -

1. Paving details and geometric (and linear dimensioning) dimension control will be provided on the drawings. Dimension control will provide survey control points with linear dimensions of the parking lot. The dimensions will be based on the survey data produced as part of our work. Pavement sections to be utilized will follow the City of Plano, NCTCOG and TxDOT Standard Details and Specifications. The details will include curbs, vehicle paving sections, vehicle paving joints (for concrete paving) and subgrade preparation. Plans include required notes and details for existing driveway removal and new paving construction up to the existing street curb location.

STORM WATER POLLUTION PREVENTION PLAN -

1. Prepare an erosion control plan and Storm Water Pollution Prevention Plan (SWPPP) in conjunction with the grading and parking lot design.
2. A SWPPP will be prepared in accordance with the Texas Pollution Discharge Elimination System, General Permit Number TXR150000 Relating to Discharges From Construction Activities, issued by the Texas Commission on Environmental Quality (TCEQ). The SWPPP will include the following information as required by the TCEQ Permit: Project description that includes; description of the construction activity; intended schedule or sequence of major soil disturbing activities; number of total areas of the project area and number of acres where soil will be disturbed; estimate of the runoff coefficient of the site for pre-construction and post-construction conditions; data describing the soil; a general location map; name of the receiving waters at or near the site and a copy of the TPDES General Permit.

A detailed site map will be prepared showing drainage patterns and approximate slopes after grading; areas where soil disturbance will occur; locations of major structural controls; locations where stabilization practices are expected to be used; surface waters; and locations where storm water discharges from the site directly to a surface water.

The general contractor will be required to locate his operation specific information on the site map, such as locations of waste containment, sanitary facilities, equipment storage, fuel storage, off-site materials and batch plants, etc. The Contractor shall complete and submit the Notice of Intent (NOI) or Construction Site Notice as appropriate for the size of the project as required by the TCEQ TPDES Permit.

A three-ring SWPPP binder will be prepared containing all information and reports that are required as part of the SWPPP. The contractor will be required to utilize the SWPPP prepared as listed above including his operation specific information, and maintain all records on-site during the project including performing inspections and maintaining all required documentation required by the TCEQ TPDES General Permit.

One SWPPP binder will be provided for the City of Plano and the Contractor.

LANDSCAPE & IRRIGATION DESIGN –

1. Prepare landscape plans for landscape islands added in parking lot area.
2. The quantity, species, size, and spacing of all materials will be specified in a material schedule on the plan. Details for the proper installation of the plants will also be included.
3. Plans will follow the City of Plano landscaping guidelines and standards.
4. Provide plans showing bubblers for watering the plant materials other than turf. Provide quick connects for maintenance and to allow for irrigation to establish turf.
5. Provide details for the proper installation of sprinkler heads, valves, pipe, service connection, controller, and other items will be shown on the plan.
6. Plans will follow the City of Plano Irrigation Design Guidelines and standards.

TECHNICAL SPECIFICATIONS -

1. The City of Plano will prepare and provide contract boiler plate to Halff Associates.
2. Halff Associates will prepare and provide to the City of Plano the technical specifications, bid form and unit price sheet(s).
3. The City of Plano will assemble one original of the complete Project Manual and furnish to Halff Associates in loose-leaf form from which Halff Associates will make reproductions.
4. Reproduction costs for copies of Project Manuals required for the City of Plano and one set for each Plan Room including additional sets not specifically included in this task will be billed as a reimbursable cost.
5. Contractors will directly reimburse Halff Associates for each set of Plans and Project Manual requested.

TAS/ADA SUBMITTALS, REVIEW & COORDINATION -

1. The plans and specifications will be submitted to TDLR for accessibility review as required for all projects whose construction cost is greater than \$50,000.00. The submittal fee is included in this task.
2. The TDLR inspection fee is included in this task. It will be billed upon completion of the inspection by the TDLR Inspector.

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BIDDING ASSISTANCE SERVICES -

1. Halff Associates will issue Bid documents to City, Plan Rooms and bidders.
2. Halff Associates' is not required to attend the Pre-bid Meeting.
3. Halff Associates' representatives will review and respond to Bidder's Questions.
4. Halff Associates will assist the City in preparing addenda if required.
5. Halff Associates will prepare a bid tabulation of bids submitted to the City (this does not include checking qualifications or references of bidders).

CONSTRUCTION PHASE SERVICES -

1. Review Shop Drawings and Submittals.
2. Respond to RFI's.

EXCLUSIONS -

1. This proposal assumes previous plans and files that document the existing parking lot will be provided.
2. Certify that work is built in strictly in accordance with plans and specifications. This can be included if services of a Halff Associates' full-time resident inspector is added to the scope of work.
3. Revisions and the associated change orders due to Owner requested changes once design is under way.

EXHIBIT "B"

Jack Carter Park Pool Parking Lot Rehabilitation

Project Schedule

TASK	DURATION
- Notice To Proceed	<i>By City</i>
Schematic Design	
Site Survey	3 to 4 Weeks after Notice to Proceed
Site Review of Base Information	1 Week
Preliminary Design	
Preliminary Design for City Review	2 to 3 Weeks
City Review	1 Week
Construction Documents	
Construction Documents (90% Submittal)	2 Weeks (after Preliminary Design review comments received from City)
City Review	1 Week
Final Construction Documents	2 Weeks
City Review	1 Week
Revisions Per City Comments (Final Documents)	1 Week
Bidding Assistance	
- Advertise for Bid	<i>To be Scheduled by City</i>
- Pre-Bid Meeting	<i>To be Scheduled by City</i>
Construction Administration	
Submittal Review / RFI Responses	During Construction

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EXHIBIT "C"

Jack Carter Park Pool Parking Lot Rehabilitation

Fee Schedule

Half Associates proposes that the professional design services be performed and reimbursed on a lump sum basis plus reimbursable expenses as listed in the following table.

ITEM	FEE
Survey for Design	\$ 2,800.00
Coordination	\$ 1,750.00
Demolition Plan	\$ 750.00
Drainage Review	\$ 750.00
Grading Design	\$ 2,750.00
Paving & Dimension Control Plan	\$ 3,000.00
Storm Water Pollution Prevention Plan	\$ 2,250.00
Landscape & Irrigation Design	\$ 2,500.00
Technical Specifications	\$ 1,500.00
TAS/ADA Submittals, Review, & Coordination (Including Fees)	\$ 1,500.00
Total Design Fee	\$ 19,550.00
Bidding Assistance	\$ 3,250.00
Construction Assistance	\$ 1,750.00
Total Design and Construction Assistance Fee	\$ 24,550.00
Reimbursable Expenses (Estimated)	\$ 1,500.00
Total Fee	\$ 26,050.00

Half Associates will invoice services monthly based on the actual amount of work completed. Hourly Services and Additional Services not included in the Scope of Services will be billed on a "time and materials" basis. Labor costs will be billed at 2.3 times Salary Cost. Salary cost is defined by ASCE Manual and Report No. 45 as the cost of salaries (including sick leave, vacation, holiday and incentive pay applicable thereto) of principles, engineers, technicians, draftsmen, stenographers, surveyors, clerks, etc., for time directly chargeable to the projects; plus unemployment, excise, payroll taxes; and contributions for social security, employment compensation insurance, retirement, medical, and insurance benefits. Reimbursable expenses will be billed at 1.1 times Actual Cost.

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EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 The Engineer covenants to save, defend, keep harmless and indemnify the City and all of its elected or appointed officials, agents and employees (collectively the "City") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from or arising out of or in any way connected with the Engineer's performance or non-performance of the terms of the Contract Documents or its obligations under the Contract. This indemnification shall continue in full force and effect until the Engineer completes all of the work required under the Contract, except that indemnification shall continue for all claims involving products or completed operations after final acceptance of the work by the City for which the City gives notice to the Engineer after the City's final acceptance of the work.
- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.77 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.88 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.99 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception., in the same manner as described in 1.13 above.
- 1.10910 The City will consider deductible amounts as part of its review of the financial stability of the bidder. Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer/Vendor may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
- 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

- i. General aggregate limit is to apply per project;
- ii. Premises/Operations;;
- iii. Actions of Independent Contractors;
- iv. Products/Completed Operations to be maintained for one year. Final completion and acceptance of the work, with evidence of same filed with owner.
- iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
- vi. Personal Injury Liability including coverage for offenses related to employment;
- vii. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This Coverage required for any and all work involving drilling, excavation, etc.

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

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

2.2 Professional Errors and Omissions

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

Professional Errors and Omissions, Limit \$500,000/1,000,000
per claim ant and aggregate

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ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

Name of Engineering Firm

By: _____
Signature

(Print Name)

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

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CITY OF PLANO COUNCIL AGENDA ITEM

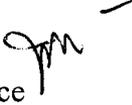
CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Council Meeting Date:	8/22/05	Reviewed by Legal <i>Willy</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
Department:	FINANCE	Initials	Date		
Department Head	JOHN McGRANE	Executive Director			
Dept Signature:	<i>John McGrane</i>	City Manager			
Agenda Coordinator (include phone #): Donna White x7479					
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
A resolution of the City Council of the City of Plano, Texas, repealing Resolution No. 2004-6-23(R) which adopted the current Public Funds Investment Policy; approving and adopting a new written Public Funds Investment Policy; 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:	2005-2006	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: No fiscal impact					
SUMMARY OF ITEM					
Annual Approval of Public Funds Investment Policy in Accordance with Section 5, Chapter 2256 of the Texas Government Code					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Resolution, Public Funds Investment Policy					

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INTEROFFICE MEMORANDUM

TO: Thomas H. Muehlenbeck
City Manager

DATE: August 16, 2005

FROM: John F. McGrane 
Director of Finance

CC: Barbara Newell, EAA
Di Zucco, ACS

SUBJECT: Public Funds Investment Policy Changes

A change in state law has allowed for a change in the City's Investment Policy. The change in legislation has added additional provisions under the section of the Policy titled of Authorization Investments. The changes are as follows:

6. certificates of deposit, issued by a depository institution that has its main office or a branch office in this state, that are:
- a) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or the National Credit Union Share Insurance Fund, or its successor;
 - b) secured by obligations that are described by Section 2256.009, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;
 - c) issued by a depository institution that arranges for the deposit of funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, with the full amount of principal and accrued interest of each of the certificates of deposit insured by the United States or an instrumentality of the United States; the depository institution selected by the City for the purchase of the certificates of deposit acts as custodian for the City with respect to the certificates of deposit issued for the City; and, at the same time that the funds are deposited and the certificates of deposit are issued for the account of the City, the issuing depository institution receives, from other federally insured depository institutions, wherever located, an amount equal to or greater than the amount of funds invested by the City through the depository institution issuing the certificates of deposit to the City;

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, REPEALING RESOLUTION NO. 2004-6-23(R) WHICH ADOPTED THE CURRENT PUBLIC FUNDS INVESTMENT POLICY; APPROVING AND ADOPTING A NEW WRITTEN PUBLIC FUNDS INVESTMENT POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 5 of Chapter 2256 of the Texas Government Code requires the governing body of an investing entity to adopt a written investment policy regarding the investment of its funds and funds under its control; and,

WHEREAS, on June 28, 2004, by Resolution No. 2004-6-23(R), the City Council approved and adopted a written Investment Policy for the City of Plano regarding investment of public funds; and,

WHEREAS, effective September 1, 2005, the 79th Texas Legislature revised Chapter 2256 of the Texas Government Code and such revisions have been reviewed to confirm inclusion in the Investment Policy of the City of Plano, if necessary; and,

WHEREAS, the City Council has been presented a proposed new Public Funds Investment Policy which contains investment strategies, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and,

WHEREAS, the City Council has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein and finds that it accurately records all changes made to the City's previous Investment Policy or investment strategies; and,

WHEREAS, the City Council hereby finds that, in order to comply with the provisions of Chapter 2256 of the Texas Government Code, it is necessary to repeal the Investment Policy adopted by Resolution No. 2004-6-23(R) and to approve and adopt the new Investment Policy attached hereto as Exhibit "A."

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

Section I. Resolution No. 2004-6-23(R) duly passed and approved by the City Council of the City of Plano, Texas, is hereby repealed.

Section II. The Public Funds Investment Policy as contained in Exhibit "A" attached hereto is hereby adopted as the official policy of the City of Plano regarding investment of public funds.

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Section III. The City Council of the City of Plano, Texas, has reviewed the Public Funds Investment Policy attached hereto as Exhibit "A" and the investment strategies contained therein, and has determined that it accurately records all changes made to the City's previous Investment Policy or investment strategies.

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

DULY PASSED AND APPROVED this the 22nd day of August, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

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**City of Plano
Public Funds Investment Policy**

08/22/05

Purpose And Need For Policy

The City is required under the Public Funds Investment Act Chapter 2256, Texas Government Code, to adopt a written investment policy. The City is required to comply with the investment policy as approved by the governing body, in accordance with the standard of care, as set forth in Chapter 2256.006, Texas Government Code.

Statement Of Intent

It is the policy of the City of Plano to invest public funds in a manner which will insure maximum security and provide the highest investment return, while meeting the daily cash flow demands of the City and conforming to all state and local statutes governing the investment of public funds.

Scope

This investment policy applies to all financial assets of the City of Plano, except certain reserve, trust, and pension funds contractually invested by outside managers, e.g. Retirement/Pension, Employee Deferred Compensation, and Revenue Bond Reserve Funds.

All funds are accounted for in the City of Plano's Comprehensive Annual Financial Report.

Prudence

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. The investment officers, acting in accordance with written procedures and the investment policy, and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations are reported in a timely fashion and appropriate action is taken to control adverse developments.

Objectives

The primary objectives of the City of Plano's investment activities shall be as follows:

1. Safety of principal is the foremost objective of the City's investment program. Investment transactions of the City of Plano shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that actual losses on individual securities do not exceed the income generated from the remainder of the portfolio.

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2. The City of Plano's investment portfolio will remain sufficiently liquid to enable the City of Plano to meet all operating requirements which can be reasonably anticipated.
3. The City of Plano's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City of Plano's investment risk constraints and the cash flow characteristics of the portfolio.

Delegation Of Authority

City employees authorized to engage in investment transactions are the City Manager, and/or his designee. Management responsibility for the investment program is delegated from the City Manager to the Treasurer who shall serve as Investment Officer, or the City Manager's designee, who shall establish written procedures for the operation of the investment program consistent with this investment policy. Investment procedures should include reference to the following transactions and agreements: safekeeping, repurchase agreements, wire transfer agreements, collateral agreements, depository service contracts and agreements, broker/dealer selection criteria, and security bidding and purchase processes. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for routine authorization of investments and the Controller shall be responsible for proper accounting of investments in order to maintain appropriate internal controls. The Director of Finance or his designee, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

Ethics And Conflict Of Interest

Officers and employees involved in the investment process who have a personal business relationship with a business organization offering to engage in an investment transaction with the City of Plano shall submit a statement disclosing that personal business interest to the City Council and the Texas Ethics Commission. An investment officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City of Plano shall submit a statement disclosing that relationship to the City Council and the Texas Ethics Commission. A personal business relationship with a business organization is defined as 1) owning 10 percent or more of the voting stock or shares of the business organization or owning \$5,000 or more of the fair market value of the business organization; 2) receiving funds from the business organization exceeding 10 percent of gross income for the previous year; or 3) acquiring from the business organization during the previous year investments with a book value of \$2,500 or more for a personal account.

Depository Selection

A qualified depository shall be selected through the City's professional services contract process in compliance with state bidding requirements, and shall include a formal request for proposal. The centralization of depository services is designed to maximize investment capabilities while minimizing service costs as well as staff time spent on activities such as reconciliation.

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The selection of a depository shall be based on the financial institution offering the most favorable terms and conditions at the least cost, while adhering to the guidelines and provisions within the request for proposal. In selecting a depository, City shall give consideration to the financial institution's credit characteristics, financial history, service capabilities, and costs for required services.

The City's depository contract shall be for three years with an option to extend for an additional two years upon mutual agreement of the depository and the City. Specialized services may be contracted for by the City with another financial institution or company if the depository cannot provide such service or charges more for the same service with little or no appreciable benefit.

Authorized Securities Dealers

The Investment Committee will review and adopt annually a list of qualified brokers authorized to engage in investment transactions with the City. The City of Plano will provide any person offering to engage in an investment transaction with the City, including investment pools, with a copy of the City's Public Funds Investment Policy.

A qualified representative of the business organization offering to engage in an investment transaction must execute a written statement acknowledging receipt and review of the policy and a statement acknowledging that reasonable procedures and controls have been implemented to preclude investment transactions that are unauthorized by this investment policy except, to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards. All approved broker/dealer firms must have a completed City of Plano broker/dealer questionnaire, written acknowledgment per above guidelines, executed master repurchase agreement, if applicable, and current audited financial statements on file.

Authorized Investments

The City of Plano is authorized to invest in the following types of securities, as specified in the Public Funds Investment Act, (Chapter 2256, Sections 9 through 16, Texas Government Code). Examples of eligible securities include the following:

1. obligations, including letters of credit, of the United States or its agencies and instrumentalities;
2. direct obligations of the State of Texas or its agencies and instrumentalities;
3. other obligations, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities;
4. obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent;

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5. collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; with the following restrictions:
 - a) 10 year or less stated final maturity date
 - b) cannot be either an Interest-Only or Principle-Only CMO
 - c) cannot be an inverse floater
6. certificates of deposit, issued by a depository institution that has its main office or a branch office in this state, that are:
 - a) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or the National Credit Union Share Insurance Fund, or its successor;
 - b) secured by obligations that are described by Section 2256.009, which are intended to include all direct federal agency or instrumentality issued mortgage backed securities that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the investing entities;
 - c) issued by a depository institution that arranges for the deposit of funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, with the full amount of principal and accrued interest of each of the certificates of deposit insured by the United States or an instrumentality of the United States; the depository institution selected by the City for the purchase of the certificates of deposit acts as custodian for the City with respect to the certificates of deposit issued for the City; and, at the same time that the funds are deposited and the certificates of deposit are issued for the account of the City, the issuing depository institution receives, from other federally insured depository institutions, wherever located, an amount equal to or greater than the amount of funds invested by the City through the depository institution issuing the certificates of deposit to the City;
7. commercial paper with a stated maturity of 270 days or fewer from the date of its issuance and:
 - a) is rated not less than A-1, P-1, or the equivalent by at least two nationally recognized credit rating agencies; or
 - b) is rated at least A-1, P-1, or the equivalent by at least one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state thereof;
8. fully collateralized repurchase agreements having a defined termination date, secured by obligations described by Section 2256.009(a) (1), pledged to the political entity held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity, and is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state;
9. mutual funds
 - a) a no-load money market mutual fund that is registered with and regulated by the Securities and Exchange Commission; has a dollar-weighted average stated maturity of 90 days or fewer; provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of

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1940; and in its investment objectives the maintenance of a stable net asset value of \$1.00 for each share; and investing entity owns 10% or less of the fund's total assets; or

- b) a no-load mutual fund that it is registered with the Securities and Exchange Commission; has an average weighted maturity of less than two years; is invested exclusively in obligations approved by 2256. sections 9 through 16; is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and conforms to the requirements set forth in Sections 2256.016 (b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities; with the following restrictions:

- 1) amount is limited to 15% of investing entity's monthly average fund balance, excluding bond proceeds, reserves, and debt service funds
- 2) ineligible for investment of bond proceeds, reserves, and debt service funds
- 3) investing entity may not own more than 10% of the fund's total assets.

10. any other type of securities as allowed under Section 2256, Sections 9 through 16, Texas Government Code.

Investment Strategy

The City of Plano maintains one portfolio in which all funds under the City's control, as specified in this policy, are pooled for investment purposes. One of the fund's primary objectives is to insure that maturities are matched with anticipated cash flows. Both short and longer-term maturities are laddered to meet general operating, capital project and debt service expenditures, based on known and projected cash flows. Five years is the maximum maturity for securities purchased after the effective date of this investment policy.

Another primary objective of the fund is the preservation and safety of principal by insuring that all securities are of a sufficiently high quality and duration so as to limit exposure to credit and market risks. Securities of all types are purchased with the intention of holding until maturity. The portfolio should therefore experience minimal volatility during varying economic cycles.

Other objectives include maintaining liquidity, including the ability to reasonably meet unanticipated needs by purchasing securities with an active secondary/resale market. Diversification is maintained in order to minimize possible credit risk in a specific security type.

The final objective of obtaining a market rate of return while considering risk constraints and cash flow needs, is much less important than safety of principal and liquidity. The majority of investments are limited to low risk securities earning an equitable rate of return relative to the amount of risk.

Collateralization

Collateralization is required for all City funds held in the depository as available funds, in certificates of deposit, and for repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest.

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Acceptable collateral includes securities as specified in the Public Funds Collateral Act, Chapter 2257, Texas Government Code.

Collateral will be held by an independent third party with whom the entity will sign a custodial agreement. Safekeeping receipts must be supplied to the entity and must be retained.

Additional collateral may be purchased as required, released when it is not needed, and substituted, if necessary, with the written consent of the Director of Finance, or his designee.

Safekeeping And Custody

All security transactions entered into by the City of Plano, with the exception of investment pools and mutual funds shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Investment Officer and Director of Finance. Safekeeping receipts and clearance documents will be required for all securities purchased by the City of Plano and held in safekeeping by an authorized third party.

Diversification

The City of Plano will diversify the portfolio at all times to ensure the reduction of risk while still maintaining average rates of return, and to ensure a certain degree of liquidity. The City of Plano will diversify its investments by security type in the following manner:

With the exception of United States Treasury securities and authorized pools, no more than 50% of the total investment portfolio will be invested in a single security type. (Such as FNMA, FHLB, FHLMC, CD's at one institution, etc.)

Maximum Maturities

To the extent possible, the City of Plano will attempt to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than five years from the date of purchase. The portfolio's maximum average dollar-weighted maturity will be two and one half years based on the stated maturity date of the investment. The City is not required to liquidate investments that were authorized investments at the time of purchase.

Performance Standards

The investment portfolio will be designed to obtain a market average rate of return during unpredictable budgetary and economic cycles at the local and federal levels, taking into account the City of Plano's investment risk constraints and cash flow needs.

The City's investment strategy is primarily passive. Given this strategy, the basis, or benchmark, used by the Investment Officer to determine whether market yields are being achieved shall be the 3 month or 6 month Treasury Bill or 1 or 2 year Treasury Note, whichever is closest to the weighted average maturity of the portfolio.

Reporting

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The Investment Officer is responsible for providing monthly information on investment activity in the Comprehensive Monthly Finance Report, to include the size of the portfolio, the distribution by maturity, the distribution by market sector, interest income earned during the current month and fiscal year to date, and the current portfolio yield.

The Investment Officer will provide all additional reporting information as required by Section 2256.023 of the Texas Government Code.

Market Pricing

The investment portfolio will be marked to market monthly. Pricing information will come from Bloomberg, IDC, or any other source deemed reliable by the Treasurer. If the price of a particular security is not available from any of these sources, the price may be estimated by analyzing similar securities' market values.

Training

The Finance Director, Treasurer and Treasury Analyst must receive not less than 10 hours of instruction every two years relating to investment responsibilities from an independent source approved by the Investment Committee. In addition, each must attend at least one training session relative to their responsibilities under the Public Funds Investment Act of the State of Texas within twelve months after taking office or assuming duties.

Internal Controls

The Director of Finance is responsible for establishing appropriate internal controls. The Investment Officer is responsible for executing investment transactions and the Accounting division is responsible for preparation of general ledger journal entries based on documentation prepared by the Investment Officer.

Public Funds Investment Policy Review And Adoption

The City's Public Funds Investment Policy shall be reviewed periodically by the City Manager, Director of Finance, and Investment Officer and revised when necessary. In addition the policy must be reviewed not less than annually by the City Council. This review will include adoption of a written resolution stating that the Council has reviewed the Public Funds Investment Policy and investment strategies and include any changes made to the policy or strategies.

Investment Committee

An investment committee comprised of the City Manager, Director of Finance, and the Investment Officer, will meet on a quarterly basis. In addition to monthly and quarterly reporting to City Council, the Investment Officer will present a brief report of pertinent investment activities to the Investment Committee.

The primary objective of the Committee will be to review general strategies and policies and monitor investment program results.

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GLOSSARY

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BID: The price offered for securities.

BOOK VALUE: Original acquisition cost of an investment plus or minus the accrued amortization or accretion

BROKER: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; in contrast to a "principal" or a "dealer," he does not own or take a position in the security. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COLLATERALIZED MORTGAGE OBLIGATION (CMO): Mortgage-backed security that separates mortgage pools into short, medium, and long-term portions. Depending on individual needs, an investor can select a CMO of an appropriate duration.

COMMERCIAL PAPER: Short-term, unsecured promissory notes issued by corporations to finance short-term credit needs. Commercial paper is usually sold on a discount basis and has a maturity at the time of issuance not exceeding nine months.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official report for the City of Plano. It includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

CUSIP: A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: Delivery of securities with an exchange of money for the securities.

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DEPOSITORY: The bank, credit union, or savings association selected by a municipality to provide depository services. Under Texas State statute, "bank" means a state bank or a national bank domiciled in this state; "credit union" means a state credit union or federal credit union domiciled in this state; and "depository services" means the receipt and disbursement of funds by a depository in accordance with the terms of a depository services contract.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills.

DISCOUNT: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DIVERSIFICATION: Investment in a number of different security issues for the purpose of spreading and reducing the risks inherent in all investing.

FARM CREDIT SYSTEM: Created by Congress in 1916, this nationwide system of banks and associations provides mortgage loans, credit and related services to farmers, rural homeowners and agricultural and rural cooperatives.

FEDERAL CREDIT AGENCIES: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$100,000 per deposit.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

FEDERAL HOME LOAN BANK SYSTEM: Created in 1932, this system consists of 12 regional banks, which are owned by private member institutions and regulated by the Federal Housing Finance Board. Functioning as a credit reserve system, the system facilitates extension of credit through its owner-members in order to provide access to housing and to improve the quality of communities. Federal Home Loan Bank issues are joint and several obligations of the 12 Federal Home Loan Banks.

FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC) OR FREDDIE MAC: A stockholder-owned corporation established by Congress in 1970 to provide a continuous flow of funds to mortgage lenders, primarily through developing and maintaining an active nationwide secondary market in conventional residential mortgages, Freddie Mac purchases a large volume of conventional residential mortgages and uses them to collateralize mortgage-backed securities. Freddie Mac is a publicly held corporation whose stock trades on the New York Stock Exchange.

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) OR FANNIE MAE: FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, HUD. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

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FEDERAL OPEN MARKET COMMITTEE (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

GOVERNMENT AGENCY ISSUES: Debt securities issued by government-sponsored enterprises, federal agencies, and international institutions. Such securities are not direct obligations of the Treasury and involve government sponsorship or guarantees.

GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR GINNIE MAE): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of a state managed pool, or other qualifying pool(s) that meet state statute criteria, for investment and reinvestment.

MARK-TO-MARKET: The practice of valuing a portfolio or security on a regular scheduled basis (e.g. daily, weekly, monthly, quarterly), according to market value.

MARKET VALUE: The current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

MATURITY: The date upon which the bond principal or stated value of an investment becomes due and payable in full to the bondholder.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

MUTUAL FUNDS: Mutual fund providers are investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices fluctuate with the performance of the fund. Money market mutual funds invest in short-term securities such as treasury bills, bank CD's and commercial paper.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PAC BANDS OR RANGES: A range of constant PSA (Public Securities Association) prepayment speeds defined by a minimum and maximum under which the PAC scheduled prepayment will remain unchanged. There can be multiple levels of PACs in a REMIC, each having successively narrower PAC bands. The widest band PACs are primary PACs, the next are secondary or tertiary PACs.

PAC: Planned Amortization Class (PAC) tranches provide investors with scheduled payments (PAC Schedule) over a range of prepayment speeds (PAC band or range). PAC tranches typically are combined with companion tranches that reduce the risk of prepayments varying from a constant speed or range.

PAR: The value of a security as expressed on its face ("face value") without consideration of a discount or premium.

PORTFOLIO: Collection of securities held by an investor.

POSITIVE YIELD CURVE: A condition where interest rates are higher on long-term debt securities than on short-term debt securities of the same quality.

PREMIUM: The price that a security demands over its PAR. This is the difference between the price of a bond and its value at maturity (PAR) when the price is higher than the maturity. It is the opposite of discount.

PRIMARY DEALER: A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the state, (the-so-called legal list). In other states, the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

PSA PREPAYMENT SPEEDS: Prepayments on mortgage loans commonly are expressed relative to a prepayment standard or model. The model used for REMICs generally is the Public Securities Association's standard prepayment model (PSA). This model represents an assumed rate of prepayment each month of the then outstanding principal balance of a pool of new mortgage loans.

QUALIFIED REPRESENTATIVE: A person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following: A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers; B) for a state or federal bank, savings bank, or state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

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RATING: A formal opinion by an outside professional service on the credit reputation of an issuer and the investment quality of its securities. This opinion is expressed in letter values (e.g. AAA, Baa-1).

REMIC: A real estate mortgage investment conduit is a multiple-class security backed by MBS (Mortgage-Backed Securities) and formed as a trust, corporation, partnership, or segregated pool of assets, that elects to be treated as a REMIC for federal tax purposes. Fannie Mae REMICs are formed as trusts.

REPURCHASE AGREEMENT (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use REPOs extensively to finance their positions.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities owned by the City are safekept. Securities are recorded in the customer's name and are inaccessible to anyone else. Collateral to secure repurchase agreements is also safekept, usually at the same financial institution.

SEC RULE 15C3-1: See uniform net capital rule.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

STUDENT LOAN MARKETING ASSOCIATION (SALLIE MAE): A government-sponsored entity created by the Higher Education Act of 1965 to provide liquidity for private lenders (banks, savings and loan associations, educational institutions, state agencies and other lenders), Sallie Mae participates in the Federal Guaranteed Student Loan Program, and is owned by its stockholders and its shares trade on the New York Stock Exchange.

TENNESSEE VALLEY AUTHORITY: A wholly owned corporation of the United States government, the TVA was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA also may obtain advances from the Treasury of up to \$150 million.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BOND: Long-term U.S. Treasury securities having initial maturities of more than ten years.

TREASURY NOTES: Intermediate term coupon bearing U.S. Treasury securities having initial maturities of from one to ten years.

U.S. GOVERNMENT SECURITIES: Various types of marketable securities issued by the U.S. Treasury, including bills, notes, and bonds. Such securities are direct obligations of the U.S. government and differ mainly in the length of their maturity. Treasury bills, the most frequently

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issued marketable government security, have a maturity of up to one year and are issued on a discount basis.

WEIGHTED-AVERAGE LIFE: The weighted-average life refers to the average amount of time that will elapse from the date of a security's issuance until each dollar of principal is repaid to the investor. The weighted-average life of each class of REMIC is influenced by, among other factors, the rate at which principal, both scheduled and unscheduled, is paid on the mortgage loans underlying the MBS (Mortgage-Backed Securities) that back the REMIC.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as non-member broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield or yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

ZERO-COUPON SECURITY: A security that makes no periodic interest payments but instead is sold at a deep discount from its face value. Because zero-coupon bondholders do not receive interest payments, these bonds are the most volatile of all fixed-income securities.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05		Reviewed by Legal <i>GR</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Customer & Utility Services/Tax Administration			Initials	Date
Department Head	Linda Keylon		Asst City Manager	<i>JK</i>	<i>8-16-05</i>
Dept Signature:	<i>Linda Keylon</i>		City Manager	<i>JK</i>	<i>8/16/05</i>
Agenda Coordinator (include phone #):	Becky Rodgers x5105				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT					
<input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER					
CAPTION					
Approving and authorizing refunds of property tax overpayments.					
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: Funds are disbursed by the Collin County Tax Office.					
SUMMARY OF ITEM					
Attached for your approval are property tax refunds totalling \$70.69.					
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies			
Refund request listing provided by Collin County Tax Office					

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this _____ day of _____,
2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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FIDO	Account Number	Year	GF / Loan
300780	R-0279-003-0010-1	2004,2000	
COLLIN COUNTY DISTRICT CLERK COURT REGISTRY 210 S MCDONALD MCKINNEY, TX 75069			
	23 City of Plano		\$5.56
Batch Total:			<u><u>\$5.56</u></u>

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REFUNDS

FIDO	Account Number	Year	GF / Loan
100001	P-9000-292-1921-A	2003	
	KIDS DOCS PEDIATRIC ASSOC 6200 W PARKER RD STE 400 PLANO, TX 75093-8109		
	23 City of Plano		\$2.41

FIDO	Account Number	Year	GF / Loan
100001	R-0019-002-0060-1	2004	
	PAYESTEH VAHID & NADEREH 2217 CANYON VALLEY TRL PLANO, TX 75023-7749		
	23 City of Plano		\$31.79

Batch Total: \$34.20

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FIDO	Account Number	Year	GF / Loan
100001	P-9000-298-0826-A	2003	
BEAR TECHNOLOGIES % YOGI YEAGER 1410 SUMMIT AVE STE 6 PLANO, TX 75074-8179			
.23 City of Plano			\$7.20

Batch Total: \$7.20

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FIDO	Account Number	Year	GF / Loan
100001	P-9000-296-1753-1	2004	
TROTTER DON, HTG & AIR 1790 MILLARD DR STE A PLANO, TX 75074-6941 23 City of Plano			\$8.55
FIDO	Account Number	Year	GF / Loan
100001	P-9001-203-8082-A	2003	
FINANCIAL MANAGEMENT SOLUTIONS INC ATTN JOEL KANE PRES 2745 DALLAS PKWY STE 370 PLANO, TX 75093-8736 23 City of Plano			\$5.54
FIDO	Account Number	Year	GF / Loan
201241	R-8304-00D-0060-2	2004	825377F
LANDAMERICA AMERICAN TITLE 5025 W PARK BLVD STE 100 PLANO, TX 75093 23 City of Plano			\$9.64

Batch Total: \$23.73

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CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05	Reviewed by Legal <i>sw</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	City Secretary	Initials	Date	
Department Head	Elaine Bealke	Executive Director		
Dept Signature:	<i>Elaine Bealke</i>	City Manager	<i>JM</i>	<i>8/16/05</i>
Agenda Coordinator (include phone #): Sharon Kotwitz - x7120				
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
To adopt and enact Supplement Number 69 Revision and Supplement Number 70 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 these supplements to be admissible in court.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS ADOPTING AND ENACTING SUPPLEMENT NUMBER 69 REVISION AND SUPPLEMENT NO. 70 TO THE CODE OF ORDINANCES FOR THE CITY OF PLANO; PROVIDING FOR AMENDMENT TO CERTAIN SECTIONS OF THE CODE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, §3.11 of the City of Plano Charter provides that the City Council has the power to have its ordinances codified and printed in Code form, and that such printed form shall have full force and effect without the necessity of publishing the same or any part thereof in a newspaper; and

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 69 Revision and Supplement Number 70;

WHEREAS, The City Council wishes to adopt the ordinance codification version appearing in Supplement Number 69 Revision and Supplement Number 70 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 69 Revision and Supplement Number 70 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 22th day of August 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	08/22/05	Reviewed by Legal <i>JP</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Engineering	Initials	Date	
Department Head	Alan L. Upchurch	Executive Director	<i>JP</i>	8/14/05
Dept Signature:	<i>Irene Pegues</i>	City Manager	<i>JP</i>	8/15/05
Agenda Coordinator (include phone #):		Irene Pegues (7198) <i>JP</i>		
ACTION REQUESTED: <input checked="" type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO A PORTION OF THAT CERTAIN VARIABLE WIDTH RIGHT-OF-WAY CALLED SPRING CREEK PARKWAY EAST OF PRESTON ROAD, BEING SITUATED IN THE JESSE STIFF SURVEY, ABSTRACT NUMBER 793, WHICH IS LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; ALSO BEING A PORTION OF SPRING CREEK PARKWAY FROM COIT ROAD TO PRESTON ROAD AS RECORDED IN CABINET F, PAGE 142 IN THE LAND RECORDS OF COLLIN COUNTY TEXAS, QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER, THE LEGACY SENIOR COMMUNITIES, INC., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This additional right-of-way was dedicated in accordance with the City Thoroughfare Plan for a future overpass. Subsequent to the Thoroughfare Plan amendment in August of 2004, the additional right-of-way is no longer required.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
n/a		n/a		

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, ABANDONING ALL RIGHT, TITLE AND INTEREST OF THE CITY, IN AND TO A PORTION OF THAT CERTAIN VARIABLE WIDTH RIGHT-OF-WAY CALLED SPRING CREEK PARKWAY EAST OF PRESTON ROAD, BEING SITUATED IN THE JESSE STIFF SURVEY, ABSTRACT NUMBER 793, WHICH IS LOCATED WITHIN THE CITY LIMITS OF PLANO, COLLIN COUNTY, TEXAS; ALSO BEING A PORTION OF SPRING CREEK PARKWAY FROM COIT ROAD TO PRESTON ROAD AS RECORDED IN CABINET F, PAGE 142 IN THE LAND RECORDS OF COLLIN COUNTY TEXAS, QUITCLAIMING ALL RIGHT, TITLE AND INTEREST OF THE CITY IN SUCH RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER, THE LEGACY SENIOR COMMUNITIES, INC., TO THE EXTENT OF ITS INTEREST; AUTHORIZING THE CITY MANAGER, OR IN HIS ABSENCE AN EXECUTIVE DIRECTOR, TO EXECUTE ANY DOCUMENTS DEEMED NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Plano has been requested to abandon all right, title and interest of the City in and to a portion of that certain variable width right-of-way called Spring Creek Parkway east of Preston Road, (hereinafter called "Right-of-Way") being situated in the Jesse Stiff Survey, Abstract Number 793, which is located within the City Limits of Plano, Collin County, Texas, also being a portion of Spring Creek Parkway from Coit Road to Preston Road as recorded in Cabinet F, Page 142 in the Land Records of Collin County, Texas and which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, the Property Owner has filed with the City a Petition for Abandonment, a copy of which is attached hereto as Exhibit "B" (without attached Exhibits) and made a part hereof by reference, which Petition provides that the right-of-way is no longer needed; and

WHEREAS, the Engineering Department has advised that there will be no detrimental effect on the City if the Right-of-Way is abandoned and quitclaimed to the abutting Property Owner; and has advised that the Right-of-Way should be abandoned;

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

Section I. All the right, title and interest of the City of Plano, Texas, in and to that portion of that certain variable width Right-of-Way called Spring Creek Parkway east of Preston Road, being situated in the Jesse Stiff Survey, Abstract Number 793, and being a portion of Spring Creek Parkway from Coit Road to Preston Road as recorded in Cabinet F, Page 142 in the Land Records of Collin County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein, is hereby abandoned; and all right, title and interest of the City of Plano, Texas in and to the Right-of-Way, as more particularly described in Exhibit "A" attached hereto and incorporated herein is hereby quitclaimed to the abutting Property Owner in accordance with its respective interests. A certified copy of this Ordinance may be recorded in the

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Collin County Land Records to reflect this abandonment and quitclaim. The City Manager, or in his absence an Executive Director, is hereby authorized to execute on behalf of the City of Plano, Texas, any instruments necessary to complete the abandonment and quitclaim of the Right-of-Way by the City of Plano.

Section II. The abandonment and quitclaim is without prejudice to any and all improvements, facilities, equipment or lines of any public utility, municipal or otherwise, if any, which are presently located within any portion of the Right-of-Way. Any such utility to have the continued right to locate, maintain, repair, reconstruct, preserve or relocate improvements, facilities, equipment or lines in such portion of the Right-of-Way.

Section III. The City Council hereby finds and determines that the abandonment of the Right-of-Way is in the public interest of the City of Plano, Texas, and its citizens, and will inure to the benefit of the public generally.

Section IV. This Ordinance shall become effective immediately upon its passage as set forth below.

DULY PASSED AND APPROVED this the _____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

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LEGEND

- 5/8" I.R.S.
- D.R.C.C.T.
- I.R.F.
- I.R.S.
- P.O.B.
- P.O.C.
- R.O.W.
- 5/8" IRON ROD SET WITH PLASTIC CAP STAMPED "R.P.L.S. 5199"
- DEED RECORDS, COLLIN COUNTY, TEXAS
- IRON ROD FOUND
- IRON ROD SET
- POINT OF BEGINNING
- POINT OF COMMENCING
- RIGHT-OF-WAY

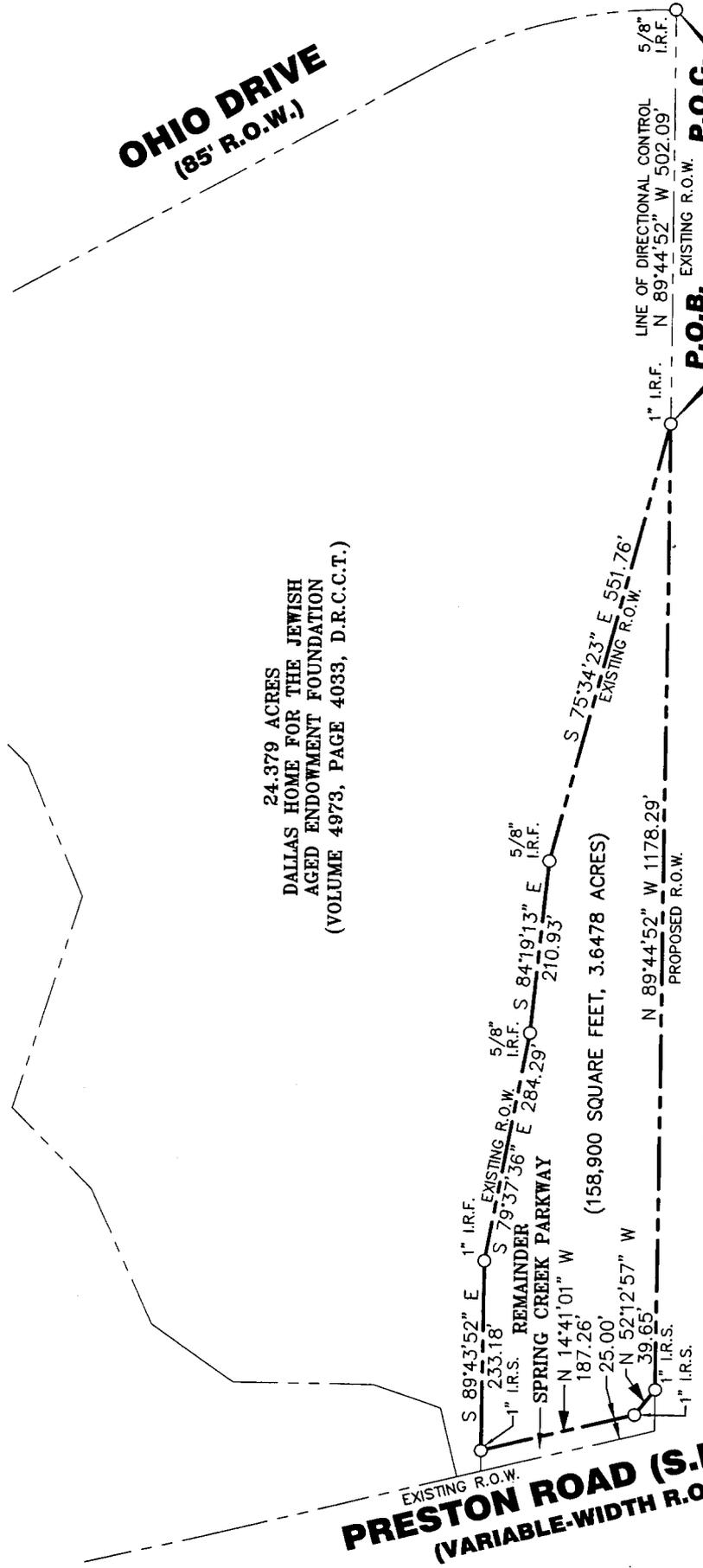
BASIS OF BEARINGS
 NORTH R.O.W. LINE OF SPRING CREEK PARKWAY
 N 89°44'52" W 502.09'
 (VOLUME 4973, PAGE 4033, D.R.C.C.T.)

OHIO DRIVE
 (85' R.O.W.)

24.379 ACRES
 DALLAS HOME FOR THE JEWISH
 AGED ENDOWMENT FOUNDATION
 (VOLUME 4973, PAGE 4033, D.R.C.C.T.)



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SPRING CREEK PARKWAY
 (VARIABLE-WIDTH R.O.W.)

PRESTON ROAD (S.H. 289)
 (VARIABLE-WIDTH R.O.W.)

BOUNDARY EXHIBIT A
 SPRING CREEK PARKWAY
 (VARIABLE-WIDTH RIGHT-OF-WAY)
 JESSE STIFF SURVEY, ABSTRACT NO. 793
 CITY OF PLANO, COLLIN COUNTY, TEXAS

Date: 07/27/2005 Scale: 1"=200' Project No. 0190017



811 E. Plano Parkway
 Suite 117
 Plano, Texas 75074
 (972) 424-7002 Voice
 (972) 633-1702 Fax
 WWW.SurveyConsultantsInc.Com

LEGAL DESCRIPTION

BEING a tract of land situated in the City of Plano, Collin County, Texas out of the Jesse Stiff Survey, Abstract No. 793 and being part of Spring Creek Parkway (variable-width right of way) and being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8" iron rod found in the north right of way line of Spring Creek Parkway (variable-width right of way), in the west right of way line of Ohio Drive (85' right of way), the southeast corner of a 24.379 acre tract of land conveyed to Dallas Home for the Jewish Aged Endowment Foundation according to the deed filed for record in Volume 4973, Page 4033, Deed Records, Collin County, Texas;

THENCE, along said north right of way line, the south line of said 24.379 acre tract, North 89 degrees, 44 minutes, 52 seconds West, a distance of 502.09 feet to a 1" iron rod found, the **POINT OF BEGINNING**;

THENCE, along the proposed north right of way line of Spring Creek Parkway, North 89 degrees, 44 minutes, 52 seconds West, a distance of 1,178.29 feet to a 1" iron rod set;

THENCE, North 52 degrees, 12 minutes, 56 seconds West, a distance of 39.65 feet to a 1" iron rod set;

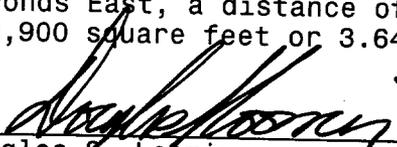
THENCE, North 14 degrees, 41 minutes, 01 seconds West, a distance of 187.26 feet to a 1" iron rod set in the south line of said 24.379 acre tract;

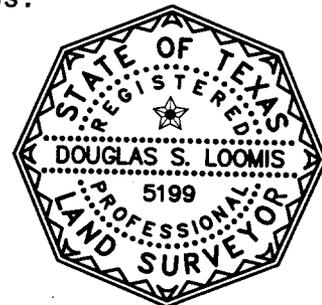
THENCE, along said south line, South 89 degrees, 43 minutes, 52 seconds East, a distance of 233.18 feet to a 1" iron rod found;

THENCE, continuing along said common line, South 79 degrees, 37 minutes, 36 seconds East, a distance of 284.29 feet to a 5/8" iron rod found;

THENCE, continuing along said common line, South 84 degrees, 19 minutes, 13 seconds East, a distance of 210.93 feet to a 5/8" iron rod found;

THENCE, continuing along said common line, South 75 degrees, 34 minutes, 23 seconds East, a distance of 551.76 feet to the **POINT OF BEGINNING** and containing 158,900 square feet or 3.6478 acres of land, more or less.


Douglas S. Loomis
Registered Professional Land Surveyor No. 5199



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BOUNDARY EXHIBIT A

SPRING CREEK PARKWAY
(VARIABLE-WIDTH RIGHT-OF-WAY)
JESSE STIFF SURVEY, ABSTRACT NO. 793
CITY OF PLANO, COLLIN COUNTY, TEXAS

Date: 07/27/2005 Scale: N/A Project No. 0190017



811 E. Plano Parkway
Suite 117
Plano, Texas 75074
(972) 424-7002 Voice
(972) 633-1702 Fax
WWW.SurveyConsultantsInc.Com

EXHIBIT "B"
PETITION FOR ABANDONMENT

We, the undersigned, (called "Owners"), being all of the owners of the real property abutting Spring Creek Parkway right-of-way at the NE/c of Spring Creek Parkway and Preston Road (called "Right-of-Way/Easement"), more particularly described in the field note description attached as Petition Exhibit "A", do hereby request that the City of Plano, Texas (called "City") abandon the Right-of-Way/Easement.

1. The Owners are requesting the abandonment of the Right-of-Way/Easement for the following reasons:
It has been determined by the City that the parcel in question is no longer needed for a grade separated intersection.
2. The following public interest will be served as a result of the abandonment:
The Owners will perform the general maintenance on the abandoned Right-of-Way/Easement.
3. The Owners hereby release and hold the City, its elected officials, officers and employees, harmless from and against any and all claims or causes of action for damages or injuries that each may have by reason of the abandonment and closing of the Right-of-Way/Easement.
4. The Owners represent that no other property owner uses the Right-of-Way/Easement for access to their property. The Owners hereby indemnify and hold the City, its elected officials, officers and employees, harmless from and against any and all claims or causes of action for damage or injury that any third party may have against the City by reason of the abandonment and closing of the Right-of-Way/Easement.
5. Unless the provisions of Paragraph 6 apply, the Owners agree to pay to the City the fair market value of the Right-of-Way/Easement as determined by an appraisal obtained by the City (called "Price"). The appraisal shall be conclusive as to the fair market value. The Owners shall reimburse the City for the costs of the appraisal and other costs incident to the abandonment (called "Costs"). The Price and Costs shall be paid to the City prior to the abandonment. Should the City Council of the City not abandon the Right-of-Way/Easement, the Price shall be returned to the Owners, but the Costs shall be retained by the City. Each Owner's share of the Price and Costs shall be in the same proportion as their abutting ownership as hereinafter defined.
6. The provisions of Paragraph 5 shall not apply if the Owners (i) have dedicated other right-of-way to replace that which is to be abandoned, in order to construct a new street which shall take the place of the Right-of-Way/Easement (called "Replacement Right-of-Way") or (ii) the Right-of-Way/Easement falls into one of the categories set forth in Section 272.001(b) of the Texas Local Government Code and the abandonment of the Right-of-Way/Easement is to one or more abutting property owners who own the underlying fee simple interest. If the Owners have or will provide Replacement Right-of-Way, as referenced in 6(i)

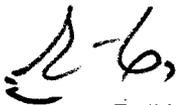


EXHIBIT "B"

above, they shall also provide a metes & bounds legal description and drawing of the Replacement Right-of-Way and attach it hereto as Exhibit "B."

7. The Owners understand and agree that the decision to abandon the Right-of-Way/Easement is within the sole discretion of the City Council of the City of Plano. The Owners also understand and agree that if the Right-of-Way/Easement is abandoned, the City will quitclaim the Right-of-Way/Easement in proportion to their abutting ownership. Their abutting ownership will be determined by the number of linear feet of frontage adjacent to the Right-of-Way/Easement owned by each property owner. Based on the foregoing, the abutting ownership is in the following proportions:

The Legacy Senior Communities, Inc. - 100 percent (100%)

8. Attached to this Petition as Petition Exhibit "C" is a map or drawing showing the Right-of-Way/Easement along with the designation of the abutting ownership.

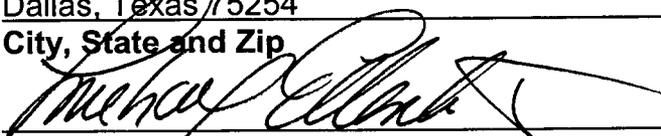
9. Attached as Petition Exhibit "D" are separate field note descriptions for each portion of the Right-of-Way/Easement to be quitclaimed to each property owner.

The Legacy Senior Communities, Inc.
Typed Name of Owner

5100 Beltline Road, Suite 430
Address

Dallas, Texas 75254
City, State and Zip

Dated: 7-27-05


Signature of Owner

The Legacy Senior Communities, Inc.
Typed Name of Owner

5100 Beltline Road, Suite 430
Address

Dallas, Texas 75254
City, State and Zip

Dated: 7-27-05


Signature of Owner

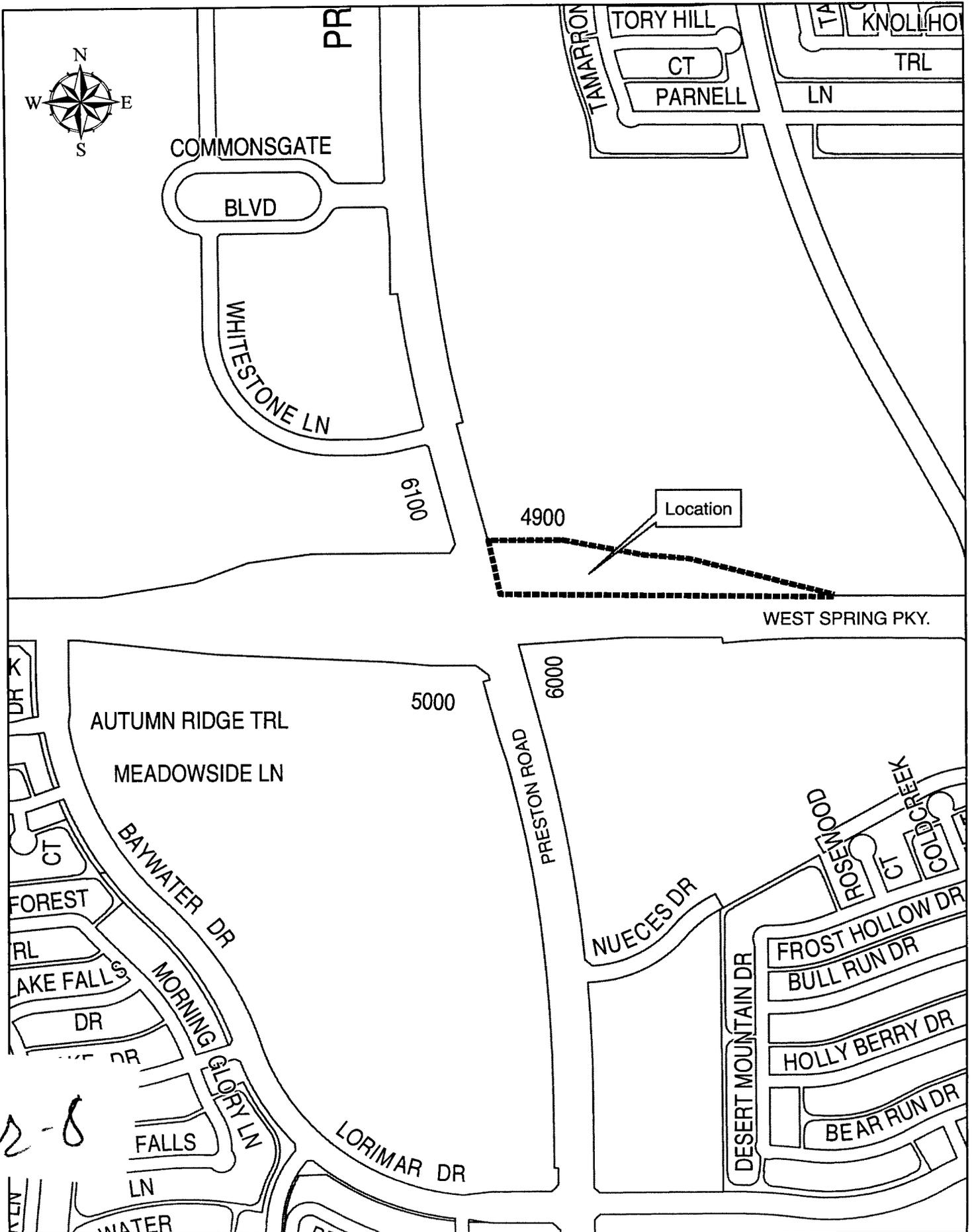
Contact Person for Property Owners:

Name: Michael Ellentuck

Phone No: 972-490-7251 ext.11

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SPRING CREEK PARKWAY





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05	Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Budget		Initials	Date
Department Head	Karen Rhodes	Executive Director		
Dept Signature:	<i>Karen Rhodes</i>	City Manager	<i>AKU</i>	<i>8/16/05</i>
Agenda Coordinator (include phone #): Anita Aldridge				
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input checked="" type="checkbox"/> OTHER PUBLIC HEARING				
CAPTION				
NOTICE OF A PUBLIC HEARING ON TAX RATE INCREASE.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2005-06	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	98,052,501	98,052,501
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-98,052,501	-98,052,501
BALANCE	0	0	0	0
FUND(s): GENERAL FUND; GENERAL OBLIGATION DEBT FUND; TIF				
COMMENTS: The 2005-06 appraisal roll will generate revenues of approximately \$98,052,501, which have been included in the proposed 2005-06 Budget.				
SUMMARY OF ITEM				
A second public hearing will be held on August 31, 2005 at 5:00 p.m.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
agpublichearingtaxincrease05				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05	Reviewed by Legal <i>W</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Human Resources	Initials	Date	
Department Head	LaShon Ross	Executive Director	<i>[Signature]</i>	8-12-05
Dept Signature:	<i>[Signature: LaShon Ross]</i>	City Manager	<i>[Signature]</i>	8/12/05
Agenda Coordinator (include phone #):		Daryll McCarthy Ext 5216		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, establishing a deferred compensation plan for its employees to be administered by the ICMA Retirement Corporation; authorizing the City Manager to be the coordinator for this program; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
This item establishes the ICMA Retirement Corporation Deferred Compensation Plan and Trust (Section 457) as the administrator. The assets are to be invested and held in trust in the Vantage Trust Company with the City of Plano serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution adopting Plan Document Deferred Compensation Plan and Trust Declaration of Trust of the Vantage Trust Company				

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, ESTABLISHING A DEFERRED COMPENSATION PLAN FOR ITS EMPLOYEES TO BE ADMINISTERED BY THE ICMA RETIREMENT CORPORATION; AUTHORIZING THE CITY MANAGER TO BE THE COORDINATOR FOR THIS PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano (hereinafter "Employer") has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, the Employer desires that its deferred compensation plan be administered by the ICMA Retirement Corporation, and that some or all of the funds held under such plan be invested in the Vantage Trust Company, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

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

Section I. The Employer hereby adopts the deferred compensation plan (the "Plan") in the form of the ICMA Retirement Corporation Deferred Compensation Plan and Trust, referred to as Exhibit "A," attached hereto and incorporated herein by reference.

Section II. The Employer hereby executes the Declaration of Trust of the Vantage Trust Company, attached hereto as Exhibit "B", intending this execution to be operative with respect to any retirement or deferred compensation plan subsequently established by the Employer, if the assets of the plan are to be invested in the Vantage Trust Company.

Section III. The assets of the Plan shall be held in trust, with the Employer serving as trustee, for the exclusive benefit of the Plan participants and their beneficiaries, and the assets shall not be diverted to any other purpose.

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Section IV. The Plan will not permit loans.

Section V. The Employer hereby agrees to serve as trustee under the Plan.

Section VI. The City Manager, or his designee, shall be the coordinator for this program; shall receive necessary reports, notices, etc. from the ICMA Retirement Corporation or the Vantage Trust Company; shall cast, on behalf of the Employer, any required votes under the Vantage Trust Company; and is authorized to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan. Administrative duties to carry out the Plan may be assigned to the appropriate departments.

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

DULY PASSED AND APPROVED this the ____ day of _____, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

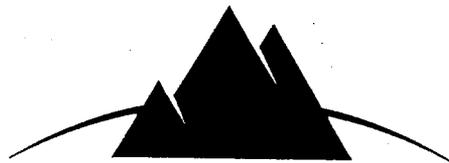
Diane C. Wetherbee, CITY ATTORNEY

ICMA RETIREMENT CORPORATION

457 Deferred Compensation Plan

PLAN & TRUST DOCUMENT

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ICMA RETIREMENT CORPORATION
The Public Sector Expert

457 Plan and Trust Document

DEFERRED COMPENSATION PLAN & TRUST

As Amended and Restated Effective January 1, 2002

Article I. Purpose

The Employer hereby establishes the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Plan consists of the provisions set forth in this document.

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, as amended (the "Code").

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

Article II. Definitions

2.01 Account: The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.

2.02 Accounting Date: Each business day that the New York Stock Exchange is open for trading, as provided in Section 6.06 for valuing the Trust's assets.

2.03 Administrator: The person or persons named to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon 60 days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon 60 days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator.

2.04 Automatic Distribution Date: April 1 of the calendar year after the Plan Year the Participant attains age 70-1/2 or, if later, has a Severance Event.

2.05 Beneficiary: The person or persons designated by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no beneficiary is designated in the Joinder Agreement, if the Designated Beneficiary predeceases the Participant, or if the designated Beneficiary does not survive the Participant for a period of fifteen (15) days, then

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457 Plan and Trust Document

the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community or marital property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant designates someone other than his or her spouse as Beneficiary. The preceding sentence shall not apply with respect to a Deemed IRA under Article IX.

2.06 Deemed IRA: A separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code and any regulations promulgated thereunder.

2.07 Deferred Compensation: The amount of Includible Compensation otherwise payable to the Participant which the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount which the Employer agrees to credit to a Participant's Account.

2.08 Dollar Limitation: The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.

2.09 Employee: Any individual who provides services for the Employer, whether as an employee of the Employer or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.

2.10 Employer: _____, which is a political subdivision, agency or instrumentality of the [State/Commonwealth] of _____, described in Section 457(e)(1)(A) of the Code.

2.11 457 Catch-Up Dollar Limitation: Twice the Dollar Limitation.

2.12 Includible Compensation: Includible Compensation of a Participant means the "Participant's compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. Includible Compensation shall include any pre-tax contributions to an integral part trust of the employer providing retiree health care benefits.

2.13 Joinder Agreement: An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof. Such agreement shall fix the amount of Deferred Compensation, specify a preference among the investment alternatives designated by the Employer, designate the Employee's Beneficiary or Beneficiaries, and incorporate the terms, conditions, and provisions of the Plan by reference.

2.14 Normal Limitation: The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).

2.15 Normal Retirement Age: Age 70-1/2, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during

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457 Plan and Trust Document

which a Participant may utilize the 457 Catch-Up Dollar Limitation of Section 5.02(b) hereunder. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), and may not be later than the date the Participant will attain age 70-1/2. If a Participant continues employment after attaining age 70-1/2, not having previously elected an alternate Normal Retirement Age, the Participant's alternate Normal Retirement Age shall not be later than the mandatory retirement age, if any, established by the Employer, or the age at which the Participant actually has a Severance Event if the Employer has no mandatory retirement age. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70-1/2.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70-1/2. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70-1/2.

2.16 Participant: Any Employee who has joined the Plan pursuant to the requirements of Article IV. For purposes of section 6.11 of the Plan, the term Participant includes a former Employee of the Employer.

2.17 Percentage Limitation: 100 percent of the participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.

2.18 Plan Year: The calendar year.

2.19 Retirement: The first date upon which both of the following shall have occurred with respect to a participant: Severance Event and attainment of age 65.

2.20 Severance Event: A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. In the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

457 Plan and Trust Document

2.21 Trust: The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

Article III. Administration

3.01 Duties of the Employer: The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants which may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.

3.02 Duties of Administrator: The Administrator, as agent for the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

Article IV. Participation in the Plan

4.01 Initial Participation: An Employee may become a Participant by entering into a Joinder Agreement prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet earned, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.

4.02 Amendment of Joinder Agreement: A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet earned which is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the designated Beneficiary, and such amendment shall become effective immediately.

Article V. Limitations on Deferrals

5.01 Normal Limitation: Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

5.02 Catch-Up Limitations:

- (a) Catch-up Contributions for Participants Age 50 and Over: A Participant who has attained the age of 50 before the close of the Plan Year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of (1) the applicable

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dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code, or (2) the excess (if any) of (i) the Participant's compensation (as defined in Section 415(c)(3) of the Code) for the year, over (ii) any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a). An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

- (b) **Last Three Years Catch-up Contribution:** For each of the last three (3) taxable years for a Participant ending before his or her attainment of Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of: (1) the 457 Catch-Up Dollar Limitation, or (2) the sum of (i) the Normal Limitation for the taxable year, and (ii) the Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

5.03 Sick, Vacation and Back Pay: If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any Catch-up Dollar Limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made pursuant to a Joinder Agreement entered into before the beginning of the month in which the amounts would otherwise be paid or made available to the Participant, and the Participant must be an Employee in that month. In the case of sick, vacation and back pay that is payable before the Participant has a Severance Event, the preceding requirements are deemed to be satisfied if the Joinder Agreement providing for the deferral is entered into before the amount is currently available.

5.04 Other Plans: Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.

5.05 Excess Deferrals: Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable Catch-Up Dollar Limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations.

457 Plan and Trust Document**Article VI. Trust and Investment of Accounts**

6.01 **Investment of Deferred Compensation:** A Trust is hereby created to hold all the assets of the Plan (except Deemed IRA contributions and earnings thereon held pursuant to Article IX) for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees to act in that capacity hereunder.

6.02 **Investment Powers:** The trustee or the Administrator, acting as agent for the trustee, shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05.

- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
- (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans the declaration of trust of such commonly collective, or commingled trust fund shall constitute a part of this Plan.
- (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
- (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.

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- (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books and records of the Plan shall at all times show that all such investments are part of the Trust.
- (f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

6.03 **Taxes and Expenses:** All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

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6.04 **Payment of Benefits:** The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

6.05 **Investment Funds:** In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment funds available under the Plan; provided, however, that the Participant's investment directions shall not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

6.06 **Valuation of Accounts:** As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all Account balances include the Account balances of all Participants and Beneficiaries.

6.07 **Participant Loan Accounts:** Participant Loan Accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

6.08 **Crediting of Accounts:** The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

6.09 **Post-Severance Transfers Among Eligible Deferred Compensation Plans:**

- (a) **Incoming Transfers:** A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if: (i) in the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer; (ii) the other employer's plan provides that such transfer will be made; and (iii) the Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer. The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance

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with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

- (b) **Outgoing Transfers:** An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if: (i) in the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer; (ii) the other employer's plan provides that such transfer will be accepted; (iii) the Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and (iv) the Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer. The Employer may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer:

- (a) **Incoming Transfers.** A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if: (i) the Employer's other plan provides that such transfer will be made; (ii) the Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (iii) the Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.
- (b) **Outgoing Transfers.** A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if: (i) the Employer's other plan provides that such transfer will be accepted; (ii) the Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (iii) the Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

457 Plan and Trust Document**6.11 Eligible Rollover Distributions:**

- (a) **Incoming Rollovers:** An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one or more separate accounts) for eligible rollover distributions from any eligible retirement plan that is not an eligible deferred compensation plan described in Section 457(b) of the Code maintained by an eligible governmental employer described in Section 457(e)(1)(A) of Code.
- (b) **Outgoing Rollovers:** Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (c) **Definitions:**
- (1) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. For purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
 - (2) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution.

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- (3) **Distributee:** A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.
- (4) **Direct Rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit: All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (A) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (B) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs. For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

6.13 Employer Liability: In no event shall the Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

Article VII. Benefits**7.01 Retirement Benefits and Election on Severance Event:**

- (a) **General Rule:** Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence as of a Participant's Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of the year following the year of the Participant's Retirement or attainment of age 70-1/2, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01. Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed.

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- (b) Loans: Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's Loan Account in the event of a default of the Participant's loan.

7.02 Payment Options: As provided in Sections 7.01, 7.04 and 7.05, a Participant may elect to have value of the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03.

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- (b) One lump-sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant.
- (d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary.
- (e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer.
- (f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date under Section 7.01.
- (g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option made after December 31, 1995, under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of-living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in periodic payment checks beginning the following January.

7.03 Limitation on Options: No payment option may be selected by a Participant under subsections 7.02(a) or (c) unless the amount of any installment is not less than \$100. No payment option may be selected by a Participant under Sections 7.02, 7.04, or 7.05 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G).

457 Plan and Trust Document**7.04 Post-Retirement Death Benefits:**

- (a) Should the Participant die after he/she has begun to receive benefits under a payment option, the remaining payments, if any, under the payment option shall continue until the Administrator receives notice of the Participant's death. Upon notification of the Participant's death, benefits shall be payable to the Participant's Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.
- (b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining value of the Participant's Account shall be paid to the estate of the Beneficiary in a lump sum. In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.05 Pre-Retirement Death Benefits:

- (a) Should the Participant die before he or she has begun to receive the benefits provided by Section 7.01, the value of the Participant's Account shall be payable to the Beneficiary commencing not later than December 31 of the year following the year of the Participant's death, provided that the Beneficiary may elect to begin benefits earlier than that date.
- (b) In the event that the Beneficiary dies before the payment of death benefits has commenced or been completed, the remaining value of the Participant's Account shall be paid to the estate of the Beneficiary in a lump sum. In the event that the Participant's estate is the Beneficiary, payment shall be made to the estate in a lump sum.

7.06 Unforeseeable Emergencies:

- (a) In the event an unforeseeable emergency occurs, a Participant or Beneficiary may apply to the Employer to receive that part of the value of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer, the Participant or Beneficiary shall be paid only such amount as the Employer deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.
- (b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship to the Participant or Beneficiary resulting from a sudden unexpected illness, accident, or disability of the Participant, Beneficiary, or of the spouse or dependent (as defined in Section 152(a) of the Code) of the Participant or Beneficiary, loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster), or other

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similar and extraordinary unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. The imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication may constitute an unforeseeable emergency. The need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152(a)) of the Code may also constitute an unforeseeable emergency. Absent extraordinary circumstances, the need to send a Participant's or Beneficiary's child to college or to purchase a new home shall not be considered unforeseeable emergencies. The determination as to whether such an unforeseeable emergency exists shall be based on the merits of each individual case.

7.07 De Minimis Accounts: Notwithstanding the foregoing provisions of this Article, if the value of a Participant's Account is less than \$1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that (a) no amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution and (b) there has been no prior distribution under the Plan to the Participant pursuant to this Section 7.07. If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code and (a) no amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution and (b) there has been no prior distribution under the Plan to the Participant pursuant to this Section 7.07, the Participant may elect to receive his or her entire Account. Such distribution shall be made in a lump sum.

Article VIII. Loans to Participants**8.01 Availability of Loans to Participants:**

- (a) The Employer may elect to make loans available to Participants in this Plan. If the Employer has elected to make loans available to Participants, a Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article. However, no loans are available from Deemed IRAs.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all Participants on a reasonably equivalent basis.

8.02 Terms and Conditions of Loans to Participants:

Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

- (a) **Availability.** Loans shall be made available to all Participants on a reasonably equivalent basis.

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- (b) Interest Rate. Loans must be adequately secured and bear a reasonable interest rate.
- (c) Loan Limit. No Participant loan shall exceed the present value of the Participant's Account.
- (d) Foreclosure. In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.
- (e) Reduction of Account. Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (f) Amount of Loan. At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in section 457(b) of the Code or qualified employer plans under Section 72(p)(4) of the Code shall not exceed the lesser of:
 - (1) \$50,000, reduced by the excess (if any) of
 - (a) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made, over
 - (b) The outstanding balance of loans from the Plan on the date on which such loan is made; or
 - (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

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- (g) Application for Loan. The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant's in any calendar year. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (h) Length of Loan. Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.
- (i) Prepayment. The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (j) Promissory Note. The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.
- (k) Security. The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.
- (l) Assignment or Pledge. For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (m) Other Terms and Conditions. The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the qualification of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant.

The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, including, but not limited to, the provision of grace periods following an event of default, not inconsistent with the provisions of this Article and Section 72(p) of the Code, and any applicable regulations thereunder.

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457 Plan and Trust Document**8.03 Participant Loan Accounts:**

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's Loan Account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.
- (b) The assets of a Participant's Loan Account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's Loan Account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or, where repayment cannot be made by payroll deduction, by check, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's Loan Account.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of Participant Loan Accounts.

Article IX. Deemed IRAs

9.01 General: This Article IX of the Plan reflects section 602 of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), as amended by the Job Creation and Worker Assistance Act of 2002. This Article is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder. This Article IX shall supercede the provisions of the Plan to the extent that those provisions are inconsistent with the provisions of this Article IX.

Effective for Plan Years beginning after December 31, 2002, the Employer may elect to allow Employees to make voluntary employee contributions to a separate account or annuity established under the Plan that complies with the requirements of Section 408(q) of the Code and any regulations promulgated thereunder (a "Deemed IRA"). The Plan shall establish a separate account for the designated Deemed IRA contributions of each Employee and any earnings properly allocable to the contributions, and maintain separate recordkeeping with respect to each such Deemed IRA.

9.02 Voluntary Employee Contributions: For purposes of this Article, a voluntary employee contribution means any contribution (other than a mandatory contribution within the meaning of Section 411(c)(2) of the Code) that is made by the Employee and which the

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Employee has designated, at or prior to the time of making the contribution, as a contribution to which this Article applies.

9.03 Deemed IRA Trust Requirements: This Article shall satisfy the trust requirement under Section 408(q) of the Code and the regulations thereto. IRAs established pursuant to this Article shall be held in one or more trusts or custodial accounts (the "Deemed IRA Trusts"), which shall be separate from the Trust established under the Plan to hold contributions other than Deemed IRA contributions. The Deemed IRA Trusts shall satisfy the applicable requirements of Sections 408 and 408A of the Code, which requirements are set forth in section 9.05 and 9.06, respectively, and shall be established with a trustee or custodian meeting the requirements of Section 408(a)(2) of the Code ("Deemed IRA Trustee"). To the extent that the assets of any Deemed IRAs established pursuant to this Article are held in a Deemed IRA Trust satisfying the requirements of this Section 9.03, such Deemed IRA Trust, and any amendments thereto, is hereby adopted as a trust maintained under this Plan with respect to the assets held therein, and the provisions of such Deemed IRA Trust shall control so long as any assets of any Deemed IRA are held thereunder.

9.04 Reporting Duties: The Deemed IRA Trustee shall be subject to the reporting requirements of Section 408(i) of the Code with respect to all Deemed IRAs that are established and maintained under the Plan.

9.05 Deemed Traditional IRA Requirements: Deemed IRAs established in the form of traditional IRAs shall satisfy the following requirements:

(a) Exclusive Benefit. The Deemed IRA account shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.

(b) Maximum Annual Contributions.

(1) Except in the case of a rollover contribution (as permitted by Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16) of the Code), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

\$3,000 for any taxable year beginning in 2002 through 2004;
\$4,000 for any taxable year beginning in 2005 through 2007; and
\$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of \$500.

(2) In the case of an Employee who is 50 or older, the annual cash contribution limit is increased by:

\$500 for any taxable year beginning in 2002 through 2005; and
\$1,000 for any taxable year beginning in 2006 and years thereafter.

(3) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or

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rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.

(c) Collectibles. If the Deemed IRA Trust acquires collectibles within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

(d) Life Insurance Contracts. No part of the Deemed IRA Trust funds will be invested in life insurance contracts.

(e) Minimum Required Distributions.

(1) Notwithstanding any provision of this Deemed IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of section 1.401(a)(9)-6T of the Temporary Income Tax Regulations, rather than paragraphs (2), (3) and (4) below and section 9.05(f). The required minimum distributions calculated for this IRA may be withdrawn from another IRA of the Employee in accordance with Q&A-9 of section 1.408-8 of the Income Tax Regulations.

(2) The entire value of the account of the Employee for whose benefit the account is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Employee attains age 70-1/2 (the "required beginning date") over the life of such Employee or the lives of such Employee and his or her Beneficiary.

(3) The amount to be distributed each year, beginning with the calendar year in which the Employee attains age 70-1/2 and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the IRA (as determined under section 9.05(f)(3)) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Income Tax Regulations, using the Employee's age as of his or her birthday in the year. However, if the Employee's sole Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Employee, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of section 1.401(a)(9)-9 of the Income Tax Regulations, using the ages as of the Employee's and spouse's birthdays in the year.

(4) The required minimum distribution for the year the Employee attains age 70-1/2 can be made as late as April 1 of the following year.

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The required minimum distribution for any other year must be made by the end of such year.

(f) Distribution Upon Death.

(1) Death On or After Required Beginning Date. If the Employee dies on or after the required beginning date, the remaining portion of his or her interest will be distributed at least as rapidly as follows:

(A) If the Beneficiary is someone other than the Employee's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the year of the Employee's death, or over the period described in paragraph (1)(C) below if longer.

(B) If the Employee's sole Beneficiary is the Employee's surviving spouse, the remaining interest will be distributed over such spouse's life or over the period described in paragraph (1)(C) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if the distributions are being made over the period described in paragraph (1)(C) below, over such period.

(C) If there is no Beneficiary, or if applicable by operation of paragraph (1)(A) or (1)(B) above, the remaining interest will be distributed over the Employee's remaining life expectancy determined in the year of the Employee's death.

(D) The amount to be distributed each year under paragraph (1)(A), (B) or (C), beginning with the calendar year following the calendar year of the Employee's death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Single Life Tax Regulations.

If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Employee's age in the year specified in paragraph (1)(A), (B) or (C) and reduced by 1 for each subsequent year.

(2) Death Before Required Beginning Date. If the Employee dies before the required beginning date, his or her entire interest will be distributed at least as rapidly as follows:

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(A) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(C) below.

(B) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70-1/2, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(C) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed, in accordance with paragraph (2)(C) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(C) If there is no Beneficiary, or if applicable by operation of paragraph (2)(A) or (2)(B) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Beneficiary's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2)(B) above).

(D) The amount to be distributed each year under paragraph (2)(A) or (B) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(A) or (B) and reduced by 1 for each subsequent year.

(E) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations.

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(F) If the sole Beneficiary is the Employee's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

(g) Nonforfeitable. The interest of an Employee in the balance in his or her Deemed IRA account is nonforfeitable at all times.

(h) Reporting. The Deemed IRA Trustee of a Deemed Traditional IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

(i) Substitution of Deemed IRA Trustee. If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of section 1.408-2(e) of the Income Tax Regulations.

9.06 Deemed Roth IRA Requirements: Deemed IRAs established in the form of Roth IRAs shall satisfy the following requirements:

(a) Exclusive Benefit. The Deemed Roth IRA shall be established for the exclusive benefit of an Employee or his or her Beneficiaries.

(b) Maximum Annual Contributions.

(1) Maximum Permissible Amount. Except in the case of a qualified rollover contribution or a recharacterization (as defined in (6) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Employee's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (2) below), or the Employee's compensation (as defined in (8) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Employee's compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution that meets the requirements of section 408(d)(3) of the Code, except the one-rollover-per-year rule of section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). Contributions may be limited under (3) through (5) below.

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(2) Applicable Amount. The applicable amount is determined under (A) or (B) below:

(A) If the Employee is under age 50, the applicable amount is --

\$3,000 for any taxable year beginning in 2002 through 2004, \$4,000 for any taxable year beginning in 2005 through 2007 and \$5,000 for any taxable year beginning in 2008 and years thereafter.

(B) If the Employee is 50 or older, the applicable amount is --

\$3,500 for any taxable year beginning in 2002 through 2004, \$4,500 for any taxable year beginning in 2005, \$5,000 for any taxable year beginning in 2006 through 2007 and \$6,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the limits in paragraph (2)(A) and (B) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(C) of the Code. Such adjustments will be in multiples of \$500.

(3) Regular Contribution Limit. If (A) and/or (B) below apply, the maximum regular contribution that can be made to all the Employee's Roth IRAs for a taxable year is the smaller amount determined under (A) or (B).

(A) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (7) below) in accordance with the following table:

Filing Status

Single or Head of Household

\$

Joint Return or Qualifying Widower

\$

Married-Separate Return

\$

If the Employee's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200.

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(B) If the Employee makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the Employee's Roth IRAs for that taxable year is reduced by the regular contributions made to the Employee's nonRoth IRAs for the taxable year.

(4) Qualified Rollover Contribution Limit. A rollover from a nonRoth IRA cannot be made to this IRA if, for the year the amount is distributed from the nonRoth IRA, (i) the Employee is married and files a separate return, (ii) the Employee is not married and has modified AGI in excess of \$100,000 or (iii) the Employee is married and together the Employee and the Employee's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

(5) SIMPLE IRA Limits. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Employee first participated in that employer's SIMPLE IRA plan.

(6) Recharacterization. A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in section 1.408A-5 of the Income Tax Regulations as a regular contribution to this IRA, subject to the limits in (3) above.

(7) Modified AGI. For purposes of (3) and (4) above, an Employee's modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from a nonRoth IRA (a "conversion").

(8) Compensation. For purposes of (1) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall

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include any amount includible in the Employee's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. In the case of a married Employee filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

(c) Collectibles. If the Deemed IRA Trust acquires collectibles within the meaning of Section 408(m) of the Code after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

(d) Life Insurance Contracts. No part of the Deemed IRA Trust funds will be invested in life insurance contracts.

(e) Distributions Before Death. No amount is required to be distributed prior to the death of the Employee for whose benefit the account was originally established.

(f) Minimum Required Distributions.

(1) Notwithstanding any provision of this IRA to the contrary, the distribution of the Employee's interest in the account shall be made in accordance with the requirements of Section 408(a)(6) of the Code, as modified by section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of section 1.401(a)(9)-6T of the Temporary Income Tax Regulations (taking into account Section 408A(c)(5) of the Code), rather than the distribution rules in paragraphs (2), (3) and (4) below.

(2) Upon the death of the Employee, his or her entire interest will be distributed at least as rapidly as follows:

(A) If the Beneficiary is someone other than the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death, over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Employee's death, or, if elected, in accordance with paragraph (2)(C) below.

(B) If the Employee's sole Beneficiary is the Employee's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Employee's death (or by the end of the calendar year in which the Employee would have attained age 70-1/2, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(C)

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below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(C) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(C) If there is no Beneficiary, or if applicable by operation of paragraph (2)(A) or (2)(B) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Employee's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2)(B) above).

(D) The amount to be distributed each year under paragraph (2)(A) or (B) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(A) or (B) and reduced by 1 for each subsequent year.

(3) The "value" of the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations.

(4) If the sole Beneficiary is the Employee's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

(g) Nonforfeitable. The interest of an Employee in the balance in his or her account is nonforfeitable at all times.

(h) Reporting. The Deemed IRA Trustee of a Deemed Roth IRA shall furnish annual calendar-year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

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(i) Substitution of Deemed IRA Trustee. If the Deemed IRA Trustee is a non-bank trustee or custodian, the non-bank trustee or custodian shall substitute another trustee or custodian if the non-bank trustee or custodian receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of section 1.408-2(e) of the Income Tax Regulations.

Article X. Non-Assignability

10.01 **General:** Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders:

- (a) **Allowance of Transfers:** To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (i) relates to the provision of child support, alimony payments, or marital property rights and (ii) is made pursuant to a state domestic relations law, and (iii) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an "Alternate Payee"). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount to set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.2(d) below. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding.
- (b) **Release from Liability to Participant:** The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.
- (c) **Participation in Legal Proceedings:** The Employer and Administrator shall not be obligated to defend against or set aside any judgement, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any

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proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.

- (d) **Determination of Validity of Domestic Relations Orders:** The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

Article XI. Relationship to other Plans and Employment Agreements

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

Article XII. Amendment or Termination of Plan

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least 30 days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer at least 30 days before the effective date of the amendment. Such amendment shall become effective unless, within such 30-day period, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (i) all assets held by the Plan (other than Deemed IRAs) are transferred; (ii) the receiving plan provides for the receipt of transfers; (iii) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (iv) the Participants or Beneficiaries whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan.

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Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

Article XIII. Applicable Law

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

Article XIV. Gender and Number

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

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DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

1. Incorporation of ICMA Declaration by Reference; ICMA By-Laws. Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

- (a) any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by

457 Plan and Trust Document

- (b) the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
 - (b) all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.
2. Compliance with Revenue Procedure 81-100. The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:
- (a) Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
 - (b) Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.
 - (c) In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.
 - (d) In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.
3. **Governing Law.** Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.
4. **Judicial Proceedings.** The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

457 Plan and Trust Document

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY



By: _____

Name: Paul F. Gallagher

Title: Assistant Secretary



ICMA RETIREMENT CORPORATION

ICMA Retirement Corporation
Attention: New Business Analyst
777 North Capitol Street NE
Washington, DC 20002-4240
www.icmarc.org

BKT571-010-200311

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory		Reviewed by Budget	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05	Reviewed by Legal <i>du</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Human Resources	Initials	Date	
Department Head	LaShon Ross	Executive Director	<i>[Signature]</i>	<i>8-12-05</i>
Dept Signature:	<i>[Signature]</i>	City Manager	<i>[Signature]</i>	<i>8/12/05</i>
Agenda Coordinator (include phone #):		Daryll McCarthy Ext 5216		
ACTION REQUESTED: <input type="checkbox"/> ORDINANCE <input type="checkbox"/> RESOLUTION <input type="checkbox"/> CHANGE ORDER <input type="checkbox"/> AGREEMENT <input checked="" type="checkbox"/> APPROVAL OF BID <input type="checkbox"/> AWARD OF CONTRACT <input type="checkbox"/> OTHER				
CAPTION				
Award, rejection of Bids/Proposals, Conditional Acceptance of Proposal from ICMA Retirement Corporation ("ICMA-RC") to administer the City's Deferred Compensation Plan (C117-05). Fees associated with this agreement will be absorbed by the 457 Deferred Compensation Plan participants.				
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				
Staff recommends acceptance of proposal from ICMA-RC to provide administrative services for the City's 457 Deferred Compensation Plan and approval of ICMA-RC's Administrative Services Agreement. The administrative services agreement contains specific terms and conditions pertinent to the ICMA RC's duties, including the administration and management of the deferred compensation funds for Plan participants and providing periodic training to City employees on its investment programs. This will be a five (5) year agreement commencing on the date of the completion and reconciliation of the transition of assets, which is expected to be on or about November 15, 2005, with the City having the option to extend the agreement by five (5) additional one-year renewals. It is also requested that the City Manager be authorized to execute the administrative services agreement and any and all future renewals.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Administrative Services Agreement				

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P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099
<http://www.ci.plano.tx.us>

MEMORANDUM

DATE: July 18, 2005

TO: Thomas H. Muehlenbeck, City Manager

FROM: Deferred Compensation Steering Committee *sc*

SUBJECT: Deferred Compensation RFP #C117-05

The Deferred Compensation Steering Committee, with the guidance of Mr. Al DiCristofaro, Consultant for the City of Plano, has received proposals in response to an RFP for a single Deferred Compensation administrator. The purpose of this RFP was to improve the overall value of the program to plan participants. The specific goals were to:

1. Reduce overall deferred compensation fees
2. Improve the quality of investment options offered in the Plan
3. Improve the quality of employee services provided by the Plan

Throughout the process, the Committee has provided written communication to all plan participants and employees, allowing for questions and expression of concerns. All issues brought forth were addressed and concerns taken into consideration in the selection process.

Mr. DiCristofaro has provided guidance and education to committee members to assist in the process of selection to ensure to plan participants and future participants that the City has met its fiduciary responsibility in offering the best possible investment products.

The City received eleven (11) proposals from qualified providers. Mr. DiCristofaro reviewed all eleven proposals based on the criteria established by the Committee and subsequently made a recommendation of four (4) semifinalists. The Committee agreed with the recommendation and requested presentations from The Hartford, AIG Valic, Great-West Life and Annuity and ICMA-RC. Following the presentations, the Committee asked for best and final offers from The Hartford and ICMA-RC. Based on the scoring impact for those submittals, Mr. DiCristofaro recommended ICMA-RC to the Committee. The Committee discussed the recommendation and final offers. As a result, the Committee would like to recommend acceptance of the proposal from ICMA RC to provide administrative services for the City's 457 Deferred Compensation Plan and approval of the Administrative Services Agreement.

Committee Members

Rod Hogan, Executive Director
John McGrane, Director Finance
LaShon Ross, Director Human Resources
Karen Rhodes, Director Budget and Research
Bob Acker, Assistant Fire Chief
David Edwards, Fire Apparatus Operator
Harry Manning, Police Captain
Paul Rimka, Police Lieutenant
Mike Rapplean, Public Works Operations Manager
Dana Conklin, Marketing and Special Events Manager
Mark Israelson, Assistant to the City Manager
Jean Spencer, Cust & Utility Services Manager representing the Employee Advisory Committee
Sydney Covey, Compensation and Benefits Manager

Affidavit of No Prohibited Interest

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

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

ICMA-RC

Name of Contractor

By:

Paul F. Gallagher
(Signature)

Paul F. Gallagher
(Print Name)

Senior Vice President and General Counsel
(Title)

Date:

April 26, 2005

~~STATE OF~~ District of §
~~COUNTY OF~~ Columbia §
§

SUBSCRIBED AND SWORN TO before me this 26th day of April, 2005

J. C. Feldman
Notary Public in and for the
State of District of Columbia

JAN C. FELDMAN
Notary Public, District of Columbia
My Commission Expires
Oct. 30, 2009

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CLE-001389215-03

PRODUCER

MARSH USA INC.
SUITE 400
1255 23RD STREET, N.W.
WASHINGTON, DC 20037
Attn: H. MOORE - DC.CERTS@MARSH.COM

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A FIDELITY AND DEPOSIT CO OF MD.
- COMPANY
B FEDERAL INSURANCE CO
- COMPANY
C
- COMPANY
D

040356--EO+FI-04/05

INSURED

ICMA RETIREMENT CORP.
ATTN: BARBARA STOTLER
777 N. CAPITOL ST., NE
WASHINGTON, DC 20002

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. **3**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	FSA1000238-02	08/01/04	08/01/05	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL COV. INCL.				FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
					COMBINED SINGLE LIMIT \$
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EACH EMPLOYEE \$
B	OTHER ERRORS & OMISSIONS	7023-08-87	04/19/05	04/19/06	\$10,000,000 PER OCCURR
B	FIDELITY BOND	8159-88-56	04/19/05	04/19/06	\$25,000,000 AGGREGATE \$1,000,000 SIR
					\$25,000,000 PER OCCURR/AGGR
					\$250,000 SIR

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: EVIDENCE OF INSURANCE REGARDING PROPOSAL NO. C117-05

CERTIFICATE HOLDER

CITY OF PLANO, TEXAS
ATTN: PURCHASING DIVISION
PO BOX 860358
PLANO, TX 75086-0358

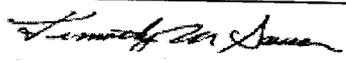
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CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: Timothy M. Sasser



MM1(3/02)

VALID AS OF: 07/13/05

ADMINISTRATIVE SERVICES AGREEMENT

Type: City of Plano 457 Plan

Account Number: 5870

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement, made as of the _____ day of _____, 2005, by and between The International City Management Association Retirement Corporation ("ICMA-RC"), a nonprofit corporation organized and existing under the laws of the State of Delaware; and the City of Plano ("Employer") a home-rule municipal corporation organized and existing under the laws of the State of Texas with an office at 1520 Avenue K, Plano, Texas 75074.

WITNESSETH:

WHEREAS, City desires to engage the services of ICMA-RC as Administrator of the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to assets in the Plan deposited with the Trust; and

WHEREAS, ICMA-RC agrees to render its services to the Employer as provider herein;

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

RECITALS

Employer acts as a public plan sponsor for a retirement plan ("Plan") with responsibility to obtain investment alternatives and services for employees participating in that Plan;

The VantageTrust (the "Trust") is a common law trust governed by an elected Board of Trustees for the commingled investment of retirement funds held by state and local governmental units for their employees;

ICMA-RC acts as investment adviser to the Trust; ICMA-RC has designed, and the Trust offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Trust's principal disclosure document, "Making Sound Investment Decisions: A Retirement Investment Guide." The Funds are available only to public employers and only through the Trust and ICMA-RC.

In addition to serving as investment adviser to the Trust, ICMA-RC provides a complete offering of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account record-keeping, investment and tax reporting, form processing, benefit disbursement and asset management.

AGREEMENTS

1. Appointment of ICMA-RC

Employer hereby designates ICMA-RC as Administrator of the Plan to perform all non-discretionary functions necessary for the administration of the Plan with respect to

assets in the Plan deposited with the Trust. The functions to be performed by ICMA-RC include:

- (a) allocation on a daily basis in accordance with participant direction of individual accounts to investment Funds offered by the Trust;
- (b) maintenance of individual accounts for participants reflecting daily valuation of amounts deferred, income, gain, or loss credited, and amounts disbursed as benefits;
- (c) provision of periodic reports to the Employer and participants (through mailing to home addresses supplied by the Employer or Employee of the status of Plan investments and individual accounts;
- (d) communication to participants of information regarding their rights and elections under the Plan;
- (e) disbursement of benefits as payer for the Employer in accordance with terms of the Plan, and satisfaction of federal income tax withholding obligations as payer;
- (f) provision, through EZLink, of capability to generate a report listing participants whose elective deferral amounts approach or exceed the annual deferral limit;
- (g) access to ICMA-RC's website for participant inquiries and investment and election changes and transfers, and distribution requests from participants that separated from service and Employer inquiries; internet-based web access will be available a minimum of twelve (12) hours per day, Monday through Saturday;
- (h) access to ICMA-RC's voice response system 24 hours per day, 7 days per week with the exception of minimal time needed for routine maintenance and system upgrades, with live service representatives available during normal business hours (8:30 a.m. ET to 9:00 p.m. ET) on days when the New York Stock Exchange is open;
- (i) maintenance of Plan documents;
- (j) participant education enrollment and individual counseling services provided on-site by local representative and/or CFP at least seventy (70) days per calendar year;
- (k) tracking of age 70 ½ distribution requirements with participant notification and initiation of benefit payments;
- (l) preparation of participant tax forms (1099R);

- (m) transition services, including weekly conversion status update calls/conferences, communication with prior record keepers/trustees, transfer of assets to ICMA-RC, fund mapping services as described in Appendix C, on-site participant meetings, employee communication materials and reconciliation of records to facilitate the conversion;
- (n) provide all administrative services to assist the Employer in making the final approval related to qualified domestic relations orders. Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, ICMA-RC will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (o) processing of emergency hardship withdrawals;
- (p) making available on-line participant investment advice service at no cost to the participant or plan sponsor during the term of this contract.

2. ADOPTION OF TRUST

Employer has adopted the Declaration of Trust of VantageTrust and agrees to the commingled investment of assets of the Plan within the Trust. Employer agrees that operation of the Plan and investment, management and disbursement of amounts deposited in the Trust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the Retirement Investment Guide or Employer Bulletins) as those terms and conditions may be adjusted from time to time. It is understood that the term "Employer Trust" as it is used in the Declaration of Trust shall mean this Administrative Services Agreement.

3. EXCLUSIVITY AGREEMENT

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 13, so long as ICMA-RC continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration and investment advisory services with respect to 457 Plan assets from anyone other than ICMA-RC. Employer acknowledges that ICMA-RC has agreed to the compensation to be paid to ICMA-RC under this Agreement in the expectation that ICMA-RC will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of ICMA-RC at the rates provided herein throughout the initial or succeeding term.

4. EMPLOYER DUTY TO FURNISH INFORMATION

Employer agrees to furnish to ICMA-RC on a timely basis such information it has available as is necessary for ICMA-RC to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Trust, and information as to the employment status of participants, and

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participant ages, addresses and other identifying information (including tax identification numbers). ICMA-RC shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and ICMA-RC shall not be responsible for any error arising from its reliance on such information. ICMA-RC will provide account information in reports, statements or accountings.

5. CERTAIN REPRESENTATIONS, WARRANTIES, AND COVENANTS.

ICMA-RC represents and warrants to Employer that:

- (a)** ICMA-RC is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of ICMA-RC to serve as investment adviser to the Trust is dependent upon the continued willingness of the Trust for ICMA-RC to serve in that capacity.
- (b)** ICMA-RC is an investment adviser registered as such with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended and shall remain so throughout the term of this Agreement. ICMA-RC Services, Inc. (a wholly owned subsidiary of ICMA-RC) is registered as a broker-dealer with the Securities and Exchange Commission (SEC) and is a member in good standing of the National Association of Securities Dealers, Inc. and shall remain so throughout the term of this Agreement.

ICMA-RC covenants with employer that:

- (c)** ICMA-RC shall maintain and administer the Plan in compliance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code; provided, however, ICMA-RC shall not be responsible for the eligible status of the Plan in the event that the Employer directs ICMA-RC to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of ICMA-RC's standardized plan document, ICMA-RC shall not be responsible for the eligible status of the Plan to the extent affected by the differing terms in the Employer's plan document.
- (d)** Neither this Agreement nor any duties or obligations hereunder shall be assignable by ICMA-RC without the prior written consent of Employer. However, to the extent reasonably necessary for ICMA-RC to perform its duties hereunder, ICMA-RC may engage the services of any agents or assistants which it may deem proper, and it may further employ, engage, or retain the services of such other persons or corporations to aid or

assist it in the proper performance of its duties. The cost of the services of such agents or assistance shall be borne by ICMA-RC at its sole cost and expense.

- (e) ICMA-RC shall be responsible for providing all necessary facilities, personnel, equipment, materials or other items necessary to perform the services required of it hereunder; provided, however, that Employer shall cooperate with ICMA-RC by providing space it has available for meetings, conferences, presentations, etc.
- (f) ICMA-RC covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of the Employer; that ICMA-RC shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the 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 Employer and ICMA-RC, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between Employer and ICMA-RC.
- (g) ICMA-RC shall maintain availability of access to alternative computer processing facilities and duplicate copies of such files, records, systems, etc., which are necessary to provide the services hereunder. Such alternate computer processing facilities shall be maintained in a secure location, which is separate from the location where original systems, records and facilities are maintained.

ICMA-RC further covenants with the Employer that:

- (h) ICMA-RC shall maintain insurance during the term of this Agreement for professional liability (including errors and omission coverage) in the amount of at least \$1 million per occurrence and \$5 million in the aggregate, comprehensive general liability insurance in the amount of at least \$2 million per occurrence, and \$5 million in the aggregate, and fidelity bond coverage in the amount of at least \$5 million per occurrence, and shall submit certificates to Employer evidencing such. ICMA-RC covenants and agrees that the insurance coverages, which it maintains shall also list its subsidiaries ICMA-RC Services, LLC and VantageTrust Company, as named insureds as appropriate.
- (i) ICMA-RC shall maintain records in connection with each service performed and shall retain such records relating to distributions and existing loans to participants for seven (7) years and all others records for four (4) years after the respective record was produced. Employer or its designated representative, at Employer's expense, may, during the term of this Agreement and up to forty-eight (48) months after the month in which the last services were performed, audit and examine all relevant

records of ICMA-RC in connection with the services provided pursuant to this Agreement.

- (i)** ICMA-RC shall maintain in strictest confidentiality all employee data, including but not limited to the participant names, addresses, Social Security numbers and other personal information.

Employer represents and warrants to ICMA-RC that:

- (k)** Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.

6. CERTAIN PROCEEDINGS

Unless Employer notifies ICMA-RC otherwise, Employer consents to the disbursement by ICMA-RC of benefits that have been garnished or transferred to a former spouse, spouse or child pursuant to a domestic relations order that has been determined to be a "qualified domestic relations order" as defined by Section 414 of the Code.

7. COMPENSATION AND PAYMENT/OWNERSHIP OF DOCUMENTS

- (a)** In consideration for the services to be rendered under this Agreement, ICMA-RC shall be paid a fee as indicated in the Schedule of Fees attached hereto and incorporated herein as Exhibit "A". ICMA-RC may invoice Employer upon completion and acceptance of services to be provided or may invoice Employer on a monthly basis; however, payment procedures pursuant to this Agreement are outlined in paragraph (i) of Exhibit A. Such invoices shall be itemized to show services performed, expenses and corresponding charges. ICMA-RC shall keep accurate records of its services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by ICMA-RC for two (2) years following the expiration of this Agreement or, if longer, until the resolution of any dispute between the parties. No interest or other late payment charge shall ever be due.
- (b)** All documents and reports developed as a result of the services of this Agreement shall be the property of the Employer. Any use by ICMA-RC of the information developed for publication or work with other clients must receive prior written permission from the Employer.

8. MAXIMUM COMPENSATION UPON TERMINATION BY EMPLOYER OR ICMA-RC

In the event of termination by Employer or ICMA-RC with or without cause, ICMA-RC shall be compensated only for actual expenses and fees incurred by ICMA-RC in providing those services acceptable to Employer, which are within the scope of work under this Agreement to date of notice of termination. Expenses do not include overhead such as utilities, rent, insurance, etc., and shall not exceed the total amount due under this Agreement.

9. INSURANCE

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

10. CUSTODY

Employer understands that amounts invested in the Trust are to be remitted directly to the Trust in accordance with instructions provided to Employer by ICMA-RC and are not to be remitted to ICMA-RC. In the event that any check or wire transfer is incorrectly labeled or transferred to ICMA-RC, ICMA-RC will return it to Employer with proper instructions.

11. RESPONSIBILITY

ICMA-RC shall not be responsible for any acts or omissions of any person other than ICMA-RC, its affiliates and each of their agents and employees in connection with the administration or operation of the Plan.

(a) If, as a direct result of an error made by ICMA-RC, a loss is incurred by a Plan participant (or a gain was not received), ICMA-RC will adjust the participant's account retroactively according to the following policy:

(i) For transactions that are confirmed in writing, if ICMA-RC is notified within 30 days following the confirmation date, ICMA-RC will correct the transaction and the participant's account will be made whole at ICMA-RC's expense; and

(ii) For transactions that are reflected on quarterly statements only, if ICMA-RC is notified within 90 days following the receipt of the quarterly statement, ICMA-RC will correct the transaction and the participants' account will be made whole at ICMA-RC's expense.

12. INDEMNIFICATION

ICMA-RC shall release, defend, indemnify and hold the Plan, the City and its officers, agents and employees and any agent of fiduciary of the Plan harmless from and against all damages, injuries (including death), claims, property damage (including loss of use),

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losses, demands, suits, judgments and costs, including attorney's fees and expenses, in any way arising out of, related to or caused by the negligent act or omission under this Agreement by ICMA-RC, its officers, agents employees, subcontractors, licensees, invitees or any other third parties for whom ICMA-RC is legally responsible (hereinafter "Claims"). ICMA-RC is expressly required to defend Employer against all such Claims.

In the event the Employer is a named party to a suit arising out of the subject matter of this Agreement, the Employer shall have reasonable input into the selection of defense counsel to be retained by ICMA-RC in fulfilling its obligation hereunder to defend and indemnify Employer. Employer reserves the right to provide a portion or all of its own defense; however, Employer is under no obligation to do so. Any such action by Employer is not be construed as a waiver of ICMA-RC's obligation to defend Employer or as a waiver of ICMA-RC's obligation to indemnify Employer pursuant to this Agreement. ICMA-RC shall retain defense counsel within seven (7) business days of Employer's written notice that Employer is invoking its right to indemnification under this Agreement. If ICMA-RC fails to retain counsel with such time period, Employer shall have the right to retain defense counsel on its own behalf, and ICMA-RC shall be liable for all costs incurred by the Employer.

13. TERM

This Agreement shall commence on the date that assets have been transferred from the prior record keepers to ICMA-RC and reconciled and will end five years thereafter. However, this Agreement may be terminated by Employer or ICMA-RC with or without cause in the event that either Employer or ICMA-RC makes a good faith determination that this agreement or its obligation hereunder are no longer feasible or reasonable in light of circumstances then existing. Either party may terminate this Agreement at any time prior to the expiration of the contract term upon sixty (60) days advance written notice of such termination to the other party at the addresses specified in Section 16 of this Agreement.

If the Employer terminates this agreement from ICMA-RC without cause, the plan will be charged back the remaining principal balance of the MVA's and CDSC's that ICMA-RC has not recovered through all compensation received under this Agreement (including Plan administration fees, revenue from investment options, fees from the Trust for investment management services) as well as the appropriate portion of the costs of the initial implementation that are being charged over the life of the contract term.

This Agreement shall be in effect for a term of five (5) years beginning on the date of the completion and reconciliation of the transition of assets of all plans administered by the prior record keepers to ICMA-RC. This Agreement may be renewed for five (5) additional one-year terms by the Employer notifying ICMA-RC in writing at least sixty (60) days prior to the end of each term.

Either party may terminate this Agreement in the event the other party becomes insolvent, becomes subject to any proceeding under any bankruptcy or insolvency law or is liquidated, voluntarily or otherwise.

14. AMENDMENTS AND ADJUSTMENTS

- (a)** This Agreement may not be amended except by written instrument signed by the parties.
- (b)** No failure to exercise and no delay in exercising any right, remedy, power or privilege hereunder shall operate as a waiver of such right, remedy, power or privilege.

15. Incorporation of Schedules

All Schedules (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. NOTICES

All notices required under of this Agreement shall be delivered personally or by registered or certified mail, postage prepaid, return receipt requested, to (i) Legal Department, ICMA Retirement Corporation, 777 North Capitol Street, N.E., Suite 600, Washington, D.C, 20002-4240; (ii) Employer as set forth below, or to any other address designated by the party to receive the same by written notice similarly given.

Employer notice address: City of Plano
Attention: City Manager
P.O. Box 860358
Plano, TX 75086-0358 with a copy to the City Attorney at
the same address.

17. COMPLETE AGREEMENT

This Agreement shall constitute the complete and full understanding and sole agreement between ICMA-RC and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. In the event of an inconsistency in this Administrative Services Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Texas statutes and regulations
- Terms and conditions as contained in this Administrative Services Agreement
- The City of Plano Request for Proposal dated April 8, 2005
- ICMA-RC's proposal dated April 29, 2005

18. SUCCESSOR AND ASSIGNS

Employer and ICMA-RC each bind themselves, their successors, executors, administrators and assigns to the other party of this Agreement. Neither the Employer nor ICMA-RC will assign, sublet, subcontract or transfer any interest in this Agreement

without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the express written consent of the Employer. Subject to the provisions regarding assignment, this Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

19. GOVERNING LAW/VENUE

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Texas, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions. The parties agree that it is performable in Collin and Denton County, Texas and that exclusive venue shall be in Collin County, Texas.

20. APPLICABLE LAW

This Agreement is entered into subject to the charter and ordinances of Employer as they may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable federal and state laws.

21. SEVERABILITY

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

22. AFFIDAVIT OF NO PROHIBITED INTEREST

ICMA-RC acknowledges and represents it is aware of the laws, City Charter, and City Code of Conduct regarding prohibited interest and that the existence of a prohibited interest at any time will render the Agreement voidable. At the time of executing this Agreement, a representative of ICMA-RC will execute the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit " C".

23. PARAGRAPH HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

24. CONTRACT INTERPRETATIONS

Although both the Employer and ICMA-RC draft this Agreement, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

In Witness Whereof, the parties hereto have executed this Agreement as of the Date first above written.

CITY OF PLANO

By: _____
Signature/Date

INTERNATIONAL CITY MANAGEMENT ASSOCIATION
RETIREMENT CORPORATION

By: _____
Paul Gallagher
Corporate Secretary

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Exhibit A

- (a)** Plan Administration Fee. An asset based administration fee will be assessed against participant level assets if the weighted average revenue of the investment funds does not meet ICMA-RC's revenue requirement as set forth in paragraph (d) of this Exhibit A. The asset based administration fees will be the difference between ICMA-RC's required revenue and the weighted average revenue received from the Plan's investment funds. The administration fee will be assessed from two sources. The first source will be from an additional administration fee in the Vantage Trust PLUS Fund. The second source will be the participant administration fee needed to meet ICMA-RC's revenue requirement, as specified in the table in paragraph (d). Should the Employer choose to replace an investment fund or investment funds after the initial consolidation of assets, ICMA-RC shall receive revenue based on Plan assets invested in the replacement funds at a level comparable to the original funds.
- (b)** Compensation for Management Services to the Trust and Advisory and other Services to the Vantagepoint Funds. Employer acknowledges that in addition to amounts payable under this Agreement, ICMA-RC receives fees from the Trust for investment management services furnished to the Trust. Employer further acknowledges that certain wholly-owned subsidiaries of ICMA-RC receive compensation for advisory and other services furnished to the Vantagepoint Funds, which serve as the underlying portfolios of a number of Funds offered through the Trust. Employer also acknowledges that ICMA-RC and/or certain wholly-owned subsidiaries may receive payments or compensation for advisory or other services furnished to other non-proprietary fund products made available to the Plan. The fees referred to in this paragraph are disclosed in the Retirement Investment Guide. These fees are not assessed against assets invested in the Trust's Mutual Fund Series.
- (c)** Payment of Surrender Charges. ICMA-RC will pay all surrender charges in connection with the Employer's termination of its prior record keepers for the complete transfer of assets of all plans administered by the prior record keepers, including the Plan, from the prior record keepers to ICMA-RC's administration. If the Employer terminates this Agreement during the term of the Agreement, the plan will be charged back the remaining principal balance of the Market Value Adjustment's (MVA's) and Contingent Deferred Sales Charge's (CDSC's) that ICMA-RC has not recovered through all compensation received under this Agreement (including Plan administration fees, revenue from investment options, fees from the Trust for investment management services).
- (d)** Revenue Requirement. ICMA-RC's revenue requirement shall be based on the amount of the MVA's and CDSC's ICMA-RC pays on behalf of the Employer for the 457 Deferred Compensation Plan and upon the

inception of its services under this Agreement. The annual revenue requirement on plan asset administered by ICMA-RC on behalf of the Employer, is as follows:

MVA's and CDSC's	Revenue Requirement for 457 Plan
\$0	0.28%
\$200,000	0.34%
\$300,000	0.38%
\$400,000	0.41%
\$500,000	0.45%
\$541,000	0.46%
\$600,000	0.48%
\$700,000	0.51%

Should the MVA's and CDSC's for the 457 Deferred Compensation Plan fall between two points on the above chart, the revenue requirement shall be determined based on where the actual surrender charge is between the two points on the chart.

- (e)** Administrative Allowance. To the extent that the revenue requirement specified in paragraph (d) above is met, ICMA-RC shall annually pay to the Plan an administrative allowance equal to the revenue ICMA-RC receives from investments held by the plan administered by ICMA-RC on behalf of the Employer, in excess of the applicable revenue requirement. This amount shall be the total administrative allowance payable in connection with the plan administered by ICMA-RC, during the term of this Agreement.
- (f)** Investment Advice Service. The annual fee for the on-line investment advice service made available by ICMA-RC through its arrangement with the current vendor that provides online advice is hereby waived throughout the term of this Agreement.
- (g)** Self Directed Brokerage Account (SDBA) Fees. Each participant utilizing the SDBA will be charged a \$50 fee for the initial start-up, plus an annual usage fee of \$50 accessed annually. Other investment specific fees and transaction fees may apply to individual participant account activity. Those fees are charged by U Vest Brokerage Services directly against the participant's Self-Directed Brokerage account
- (h)** Loan Fees (existing loans). Each participant with an existing loan will be charged a \$35 annual maintenance fee per loan. These fees are charged directly against the participants individual account.

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- (i) Payment Procedures. All payments to ICMA-RC pursuant to Section 7 under this Agreement shall be paid out of the Plan assets held by the Trust and shall be paid by the Trust. The amount of Plan assets held in the Trust shall be adjusted by the Trust as required to reflect such payments.
- (j) Redemption Fees. Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by ICMA-RC. ICMA-RC remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund. Since these fees are charged directly by the mutual fund company, and not ICMA-RC, these fees are subject to change.
- (k) ICMA-RC agrees that the fees set forth in this Exhibit A shall not be increased throughout the term of this Agreement, with the exception of the fees described in paragraph (g) by UVest Brokerage services and the redemption fees charged by mutual fund companies as described under paragraph (j)
- (l) There will be no charges for postage, telephone, out of pocket expenses, preparation of withdrawal and distribution checks and tax reporting.

The compensation and payment set forth in this Exhibit A is contingent upon the transfer of assets of all plans administered on behalf of the Employer by the Employer's prior record keepers, to ICMA-RC.

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ICMA-RC Service Guarantees

ICMA-RC makes the following 457 Plan service guarantees:

Quarterly Statement delivery	Quarterly statements mailed within 12 business days, unless performance returns received late due to factors beyond ICMA-RC's control.	\$500 for each quarter in which less than 99% of statements for the plan meet deadline due to circumstances under ICMA-RC control.
Transition Deliverables	Transition of assets to ICMA-RC by agreed upon deadline and reconciliation of assets within two business days.	\$10,000 if delay caused by factors controllable by ICMA-RC.
Administrative functions:		
Withdrawals	Process lump sum payments within three business days when received in good order.	\$500 per year in which less than 95% are not processed within benchmark due to ICMA-RC error.
Contribution posting	Same day, upon receipt, when received in good order by 3:00 p.m. Central Time.	\$500 for each year in which less than 95% of those received in good order are not processed within benchmark due to ICMA-RC error.
Rollovers out	Rollovers processed within one week of receipt of all required paperwork in good order.	\$500 for any year in which more than 10 are processed and less than 80% are not processed on time.
Plan Sponsor reports	Plan Sponsor Reports mailed within 15 business days of quarter end or other mutually agreed-upon period.	\$500 per year -in which less than 90% of reports for the plan do not meet deadline due to circumstances under ICMA-RC control
On-site Service	Local representatives and CFP providing at least seventy (70) days of on-site education per calendar year, unless otherwise reduced by plan sponsor.	\$10,000 per year in which target number of on-site education days is not met in a calendar year due to circumstances under ICMA-RC control.

Address changes made at the same time as withdrawal, rollout or loan instructions delay the mailing of checks by seven calendar days. When this occurs, the applicable performance standard is seven calendar days later than that listed above.

DATE: August 16, 2005
TO: Honorable Mayor & City Council
FROM: Laura Williamson, Chairman, Planning & Zoning Commission 
SUBJECT: Results of Planning & Zoning Commission Meeting of August 15, 2005

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2005-28
APPLICANT: LSM CENTER PARTNERS, L.P.**

DESCRIPTION:

A request for a Specific Use Permit (SUP) for Winery on 0.1± acre located 350± feet west of Preston Road and 670± feet north of Lorimar Drive. Neighborhood #31.

APPROVED: 8-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **FAVOR:** 0 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **FAVOR:** 0 **OPPOSE:** 0

PETITION(s) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: August 22, 2005 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

TE/slc

xc: LSM Center Partners, LP
Steve DiNapoli, DiNapoli Development, LLC
Lynn Woodall, Administrative Support Supervisor

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 15, 2005

Agenda Item No. 8

Public Hearing: Zoning Case 2005-28

Applicant: LSM Center Partners, L.P.

DESCRIPTION:

A request for a Specific Use Permit (SUP) for Winery on 0.1± acre located 350± feet west of Preston Road and 670± feet north of Lorimar Drive. Neighborhood #31.

REMARKS:

The current zoning is Planned Development-447-Retail/Multifamily Residence-2 (PD-447-R/MF-2). 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. The R district is intended to provide areas for neighborhood, local, and regional shopping facilities for the retail sales of goods and services including convenience stores, shopping centers, and regional malls but not including wholesaling or warehousing. MF-2 district is intended to accommodate condominiums and apartments at a density of 18 residential units per acre.

The requested zoning is SUP for Winery. A winery is a wine-making facility that: (1) ferments juices from grapes and/or other fruit, (2) blends wines, and (3) manufactures, bottles, labels and packages wine, and/or performs any other activity authorized by Chapter 16, Winery Permit, of the Texas Alcoholic Beverage Code as amended. The purpose and intent of an SUP is to authorize and regulate a use not normally permitted in a district which could be of benefit in a particular case to the general welfare, provided adequate development standards and safeguards are established.

The applicant is proposing a winery in a 3,700-square foot lease space in the Lakeside Market Center. The proposed winery will ferment juices into wine from fruit grown off-premise, bottle and package wine, and sell wine for on-premise and off-premise consumption. The applicant may also have wine tastings.

A winery is consistent with the restaurants and retail shops in the Lakeside Market Center. There is adequate parking and circulation for this proposed use.

RECOMMENDATIONS:

Recommended for approval as submitted.

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ORDINANCE NO. _____
(Zoning Case 2005-28)

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, ORDINANCE NO. 2004-9-37, AS HERETOFORE AMENDED, GRANTING SPECIFIC USE PERMIT NO. 567 SO AS TO ALLOW THE ADDITIONAL USE OF WINERY ON 0.1± ACRE OF LAND OUT OF THE ROBERT BENEFIELD SURVEY, ABSTRACT NO. 99, LOCATED 350± FEET WEST OF PRESTON ROAD AND 670± FEET NORTH OF LORIMAR DRIVE IN THE CITY OF PLANO, COLLIN COUNTY, TEXAS, PRESENTLY ZONED PLANNED DEVELOPMENT-447-RETAIL-MULTIFAMILY RESIDENCE-2; DIRECTING A CHANGE ACCORDINGLY IN THE OFFICIAL ZONING MAP OF THE CITY; AND PROVIDING A PENALTY CLAUSE, A REPEALER CLAUSE, A SAVINGS CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of August, 2005, for the purpose of considering granting Specific Use Permit No. 567 for Winery on 0.1± acre of land out of the Robert Benefield Survey, Abstract No. 99, located 350± feet west of Preston Road and 670± feet north of Lorimar Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail-Multifamily Residence-2; 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 22nd day of August, 2005; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 567 for Winery on 0.1± acre of land out of the Robert Benefield Survey, Abstract No. 99, located 350± feet west of Preston Road and 670± feet north of Lorimar 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. 2004-9-37, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 567, allowing the additional use of Winery on 0.1± acre of land out of the Robert Benefield Survey, Abstract No. 99, located 350± feet west of Preston Road and 670± feet north of Lorimar Drive in the City of Plano, Collin County, Texas, presently zoned Planned Development-447-Retail-Multifamily Residence-2, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

Section IV. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

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Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 22ND DAY OF AUGUST, 2005.

Pat Evans, MAYOR

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"
LEGAL DESCRIPTION

BEING a tract of land situated in the Robert Benefield Survey, Abstract No. 99, in the City of Plano, Collin County, Texas, and being part of a tract conveyed to Margaret E. Harrington by deed recorded in Volume 249, Page 549, in the Deed Records of Collin County, Texas, subject tract being more particularly described as follows;

COMMENCING at a 1 inch iron rod found at the south end of a corner clip at the intersection of the west line of Preston Road (State Highway No. 289-variable width right-of-way), and the northeast line of Lorimar Drive (variable width right-of-way), said Lorimar Drive dedicated according to plat recorded in Cabinet H, Drawer 369, of the Plat Records of Collin County, Texas;

THENCE North, $46^{\circ} 26' 17''$ East, with said corner clip, a distance of 35.36 feet to a 1 inch iron rod found for corner;

THENCE North, $01^{\circ} 26' 17''$ East, with the said west line of Preston Road, a distance of 65.00 feet to an "x" cut in concrete found for corner;

THENCE North, $88^{\circ} 33' 43''$ West, continuing with said west line of Preston Road, a distance of 15.00 feet to a 1 inch iron rod found for corner;

THENCE North, $01^{\circ} 26' 17''$ East, continuing with said west line of Preston Road, a distance of 286.01 feet to the beginning of a curve to the left;

THENCE continuing along said right-of-way line of Preston Road and along said curve to the left having a central angle of $04^{\circ} 02' 48''$, a radius of 5,644.58 feet, and a chord which bears North, $00^{\circ} 35' 07''$ West, for an arc distance of 398.68 feet to a point set for corner;

THENCE South, $87^{\circ} 23' 29''$ West, leaving the west line of Preston Road, a distance of 346.83 feet to the POINT OF BEGINNING of herein described tract;

THENCE South, $03^{\circ} 25' 39''$ East, a distance of 85.00 feet to a point for corner;

THENCE South, $86^{\circ} 34' 21''$ West, a distance of 36.90 feet to a point for corner;

THENCE North, $03^{\circ} 25' 39''$ West, a distance of 36.25 feet to a point for corner;

THENCE South, $86^{\circ} 34' 21''$ West, a distance of 12.02 feet to a point for corner;

THENCE North, $03^{\circ} 25' 39''$ West, a distance of 48.75 feet to a point for corner;

THENCE North, $86^{\circ} 34' 21''$ East, a distance of 48.92 feet back to the POINT OF BEGINNING of herein described tract, and CONTAINING 0.085 acres or 3,722 square feet of land, more or less.

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**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY		Reviewed by Purchasing	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular	<input type="checkbox"/> Statutory	Reviewed by Budget	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Council Meeting Date:	8/22/05		Reviewed by Legal	<input type="checkbox"/> Yes	<input type="checkbox"/> Not Applicable
Department:	Intergovernmental Relations		Initials	Date	
Department Head	Mark Israelson		Executive Director	<i>[Signature]</i> 8/17/05	
Dept Signature:			City Manager	<i>[Signature]</i> 8/17/05	
Agenda Coordinator (include phone #): Mark Israelson ext 5440					

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

CAPTION

AN ORDINANCE OF THE CITY OF PLANO, TEXAS FINDING, AFTER REASONABLE NOTICE, THAT CERTAIN RATE CASE EXPENSES OF COSERV GAS LTD. ARE REASONABLE; PROVIDING FOR RECOVERY OF RATE CASE EXPENSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 04/05	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 financial impact

SUMMARY OF ITEM

This ordinance approves expenses by CoServ that were incurred on behalf of the company in preparation and negotiation of the systemwide gas rate case.

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PLANO, TEXAS FINDING, AFTER REASONABLE NOTICE, THAT CERTAIN RATE CASE EXPENSES OF COSERV GAS LTD. ARE REASONABLE; PROVIDING FOR RECOVERY OF RATE CASE EXPENSES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on or about August 25, 2004, CoServ Gas Ltd. ("CoServ" or "Company"), filed with the City of Plano a Statement of Intent to change gas rates in all municipalities within the CoServ System effective October 1, 2004; and

WHEREAS, the City has exclusive original jurisdiction to evaluate the Company's Statement of Intent as it pertains to the distribution facilities located within the City, pursuant to Texas Utilities Code §§ 102.001(b) and 103.001; and

WHEREAS, the Company and the Coalition of Cities Served by CoServ ("Cities") reached an agreement as to CoServ's filed request to increase rates; and

WHEREAS, the agreement between the Company and the Cities was finally approved by the City of Plano by Ordinance No. 2005-1-17 dated January 10, 2005; and

WHEREAS, the issue of rate case expenses incurred by the Company was severed from the Ordinance approving the agreement; and

WHEREAS, the City has retained jurisdiction over the rate case expense reimbursement issue as a result of extensions of the jurisdictional deadline by CoServ, pursuant to said agreement; and

WHEREAS, the City has previously determined that the Cities' rate case expenses are reasonable and should be reimbursed by CoServ; and

WHEREAS, the Cities' rate case expenses do not include the expenses incurred by the City of Denton and Denton has agreed that its rate case expenses shall be billed to the Company separately by that city and shall not be surcharged to any customers outside the City of Denton; and

WHEREAS, the amount of rate case expenses incurred by the Company that were reasonable and necessary are \$260,041.00.

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

SECTION I. That the Cities' rate case expenses have previously been found to be reasonable and shall be reimbursed promptly by the Company.

SECTION II. That it is in the best interest of the City and its residents to approve rate case expenses incurred by CoServ Gas Ltd., in the total amount of \$260,041.00 and only those Company expenses are hereby found to be reasonable and necessary.

Ordinance No. _____

SECTION III. That the Company is authorized to recover the rate case expenses reimbursed to the Cities, exclusive of those incurred by the City of Denton, and the Company's rate case expenses approved herein through a consumption-based 12-month surcharge calculated on a system-wide basis. The surcharge shall be based upon anticipated system-wide volumetric consumption for the calendar year 2005, estimated by the Company to be 28,949,610 Ccf.

SECTION IV. That after submission of the Cities' expenses, the Company shall calculate the surcharge and submit the calculation to the City. Six months after the first date on which any rate case expense surcharge is due from customers, the Company shall submit a statement to the City showing the amount recovered by the Company through the surcharge and the amount remaining to be recovered. The Company shall also submit a final reconciliation to the City, not more than thirty (30) days after one year from the first date on which any rate case expense surcharge is collected by the Company, to prove that the Company has not over-recovered rate case expenses. Any over-recovery shall be promptly refunded by the Company. The Company may submit the initial calculations and progress reports to the Cities' rate steering committee chairman and legal counsel to comply with this provision, unless the City makes a written request that the calculations and reports be submitted to the City.

SECTION V. That all relief requested by CoServ not specifically addressed herein is denied.

SECTION VI. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

SECTION VII. That a copy of this ordinance, constituting final action on rate case expense issues resulting from the CoServ Statement of Intent filed with the City to change gas rates in all municipalities within the CoServ System, be forwarded to the appropriate designated representative of the Company, Charles D. Harrell, Chief Financial Officer, CoServ Gas Ltd., 7701 South Stemmons, Corinth, Texas 76210-1842, within ten (10) days.

SECTION VIII. Nothing contained in this Ordinance shall be construed now or hereafter as limiting or modifying, in any manner, the right and power of the City under law to regulate the rates and charges of CoServ Gas Ltd.

SECTION IX. All ordinances, resolutions, or parts thereof, in conflict with this Ordinance are repealed to the extent of such conflict.

DULY PASSED AND APPROVED ON FIRST READING this _____ day of _____, 2005.

Pat Evans, MAYOR

Ordinance No. _____

ATTEST:

Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

MEMORANDUM

TO: Tom Muehlenbeck, City Manager

FROM: Mark D. Israelson, Assistant to the City Manager 

DATE: August 12, 2005

SUBJECT: Settlement of CoServ Gas Rate Case Expenses

In August 2004, the City of Plano joined with other area cities served by CoServ gas in forming a coalition to respond to the CoServ Gas request to form system wide rates. In December of 2004, the Cities Coalition and CoServ were able to reach an agreement on the system wide rates, but were unable to agree on the company's rate case expenses. All cities passed ordinances in January 2005 severing rate case expenses from the original rate filing package, so rates could be implemented and we could continue negotiating on the company's rate case expenses. At this time we have come to a settlement. The Coalition reached an agreement with CoServ to approve only the \$260,041 amount.

At the outset of our participation, the Coalition unanimously agreed to try to keep rate case expenses for the city coalition's consultants and attorneys at a target of \$1 per capita. The total expenses incurred by the coalition, approximately \$40,000, on target with current total system-wide customer counts and 2005 estimated volumes.

If you have any questions please feel free to contact me at extension 5440.

ORDINANCE NO. 2005-1-7

AN ORDINANCE OF THE CITY OF PLANO, TEXAS, FINDING THAT THE CURRENT RATES OF COSERV GAS LTD. ARE UNREASONABLE; APPROVING COSERV GAS LTD.'S REVISED TARIFFS; FINDING CITIES' RATE CASE EXPENSES REASONABLE; SEVERING THE DETERMINATION OF THE REASONABLENESS OF COSERV GAS LTD.'S RATE CASE EXPENSE FROM APPROVAL OF THE REVISED TARIFFS; RETAINING JURISDICTION OVER THE DETERMINATION OF THE REASONABLENESS OF COSERV GAS LTD.'S RATE CASE EXPENSE ISSUE UNTIL MARCH 1, 2005; FINDING THAT ANY RELIEF REQUESTED BY COSERV GAS LTD. NOT SPECIFICALLY GRANTED HEREIN IS DENIED; ADOPTING A MOST FAVORED NATIONS PROVISION; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR NOTICE OF THIS ORDINANCE TO COSERV GAS LTD.; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on or about August 25, 2004, CoServ Gas Ltd. ("CoServ" or "Company"), filed with the City of Plano ("City") a Statement of Intent to change gas rates in all municipalities within the CoServ System effective October 1, 2004; and

WHEREAS, the City has exclusive original jurisdiction to evaluate the Company's Statement of Intent as it pertains to the distribution facilities located within the City, pursuant to Texas Utilities Code §§ 102.001(b) and 103.001; and

WHEREAS, the City suspended the effective date of CoServ's rate request until December 28, 2004 and CoServ extended the effective date of the rate increase by an additional thirty days for the City to investigate the Company's filing and to consider settlement of the request; and

WHEREAS, failure to take action regarding CoServ's rate request by January 27, 2005, will cause CoServ's filed request to become effective for all CoServ customers within the municipal limits;

WHEREAS, the City joined the Coalition of Cities Served by CoServ ("Cities"), a group of other cities similarly affected by CoServ's rate request to jointly hire counsel and an independent consultant to review CoServ's application; and

WHEREAS, after consideration of the Company's filing and the report issued by Cities' expert, the City concludes that CoServ's current rates are unreasonable and should be changed; and

WHEREAS, the Company and Cities have reached an agreement as to CoServ's filed request to increase rates conditioned upon final approval by Cities; and

WHEREAS, the Company's requested increase in system-wide annual revenues of \$1,165,525 is excessive, and the Company has agreed to an increase in system-wide revenue of \$500,000, of which approximately \$214,000 is associated with changes to the miscellaneous service charges; and

WHEREAS, a condition to the settlement with CoServ and the revised tariffs approved herein is the Company's commitment that it will not file a request with Cities for a rate increase that becomes effective prior to September 1, 2006; and

WHEREAS, CoServ will phase in the base rate increase approved and reflected by the attached tariffs so that the first ten percent of the rate increase will be implemented upon adoption of the revised tariffs and the remaining increase will be implemented in ten-percent increments on or after November 1, 2005, and August 1, 2005, and May 1, 2006; and

WHEREAS, Cities' rate case expenses incurred in this proceeding are reasonable and should be reimbursed by CoServ; and

WHEREAS, the City is unable at this time to determine the reasonableness of the rate case expenses incurred by the Company; and

WHEREAS, the City has reviewed the settlement agreement reached between the Company and the Coalition of Cities Served by CoServ and has determined that approval of the revised tariffs is in the best interest of the City and its residents, results in just and reasonable rates, and, therefore, should be approved by the City; and

WHEREAS, since the Company filing is based upon system-wide standardized rates and tariffs, it would be inappropriate for any city or residents of any city to receive benefits not enjoyed by the entire system.

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

Section I. It is in the best interest of the City and its residents to adopt the revised residential and commercial tariffs attached hereto to this ordinance as Exhibit "A" that reflect the settlement agreement reached between CoServ and the Coalition of Cities Served by CoServ.

Section II. The adoption of the revised tariffs provides for just and reasonable rates to be charged system-wide by the Company.

Section III. The effective date of the new tariffs attached hereto be February 1, 2005.

Section IV. The Cities' rate case expenses are reasonable and should be reimbursed by CoServ.

Section V. The issue of the recovery of rate case expenses incurred by CoServ Gas be severed from consideration of the revised base rate tariffs and that the City retain jurisdiction over the rate expense reimbursement issue until March 1, 2005, subject to a second thirty-day extension of the City's jurisdiction by CoServ.

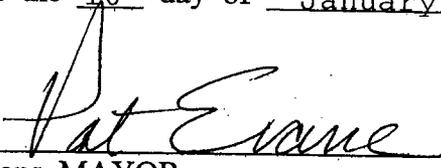
Section VI. Adoption of a most favored nations provision is reasonable and appropriate and that any concession granted to any city is, at the discretion of the City Council, to be implemented in the City.

Section VII. It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

Section VIII. A copy of this ordinance, constituting final action on the CoServ application, be forwarded to the appropriate designated representative of the Company, Charles D. Harrell, Chief Financial Officer, CoServ Gas Ltd, 7701 South Stemmons, Corinth, Texas 76210-1842, within 10 days.

Section IX. This ordinance shall become effective immediately upon its passage.

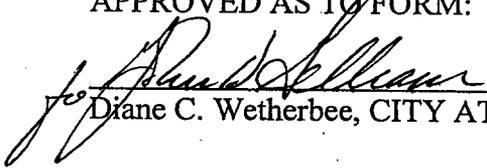
DULY PASSED AND APPROVED this the 10th day of January, 2005.


Pat Evans, MAYOR

ATTEST:


Elaine Bealke, CITY SECRETARY

APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

Rate Schedule 5

RATE R - RESIDENTIAL SALES

Applicable to: Entire System

Page 1 of 2

Effective Date: February 1, 2005

Application of Schedule

Schedule applies to all Residential Customers.

Monthly Base Rate

Customer's base monthly bill will be calculated using the following Customer and Ccf charges:

<u>Charge</u>	<u>Amount</u>
Customer Charge	\$ 9.00 per month, plus
Volumetric Charge:	
First 0 Ccf to 20 Ccf	\$.19437 per Ccf
Next 50 Ccf	\$.14437 per Ccf
All Additional Ccf	\$.09437 per Ccf

Purchased Gas Factor

In addition to the base monthly bill above, each customer's bill will include a Purchased Gas Factor to account for purchased gas costs and computed in accordance with CoServ Purchased Gas Factor Schedule No. 2.

Taxes

In addition to the monthly charges above, each customer's bill will include a charge for an amount equivalent to the customer's proportional part of the city franchise fees, state gross receipts taxes, or other governmental levies payable by the Company, exclusive of federal income taxes. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees. From time to time, the tax factor may be adjusted, if required, to account for any over- or under-recovery of municipal franchise fees by the Company and to include an amount equivalent to the proportionate part of any new tax or increased franchise fee or tax, or any other governmental imposition, rental fee, or charge levied, assessed or imposed subsequent to the effective date of this tariff by any governmental authority, including districts, created under the laws of the State of Texas. The Company will also collect sales taxes where applicable.

Rate Schedule 5**RATE R - RESIDENTIAL SALES**

Applicable to: Entire System
Effective Date: February 1, 2005

Page 2 of 2

Surcharges

In addition to the monthly charges above, each customer's bill will include an amount for surcharges calculated in accordance with the applicable rider(s).

Line Extension Policy

The company has the right to contract with individual customers for the installation of gas facilities as provided for by the city franchise. Upon the request of a prospective new residential or commercial customer for service in an area served by CoServ Gas, CoServ Gas will extend its main lines up to 100 feet from an existing CoServ Gas main in the Public Rights of Way, without charge. The 100-foot allowance applies to a single customer or to a group of customers requesting service from the same extension. Customers requesting mainline extensions in excess of 100 feet shall bear the cost of any additional main, and shall bear the cost of all yard lines, service lines, customer meters and regulators, and appurtenant equipment, in accordance with the charges listed in item 12, Line Extension and Installation, of Rate M, Miscellaneous Service Charges. CoServ Gas is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

Rate Schedule 6**RATE C - COMMERCIAL SALES**

Applicable to: Entire System

Page 1 of 2

Effective Date: February 1, 2005

Application of Schedule

Schedule applies to all commercial customers.

Monthly Base Rate

Customer's base monthly bill will be calculated using the following Customer and Ccf charges:

<u>Charge</u>	<u>Amount</u>
Customer Charge	\$15.50 per month, plus
Volumetric Charge:	
First 0 Ccf to 300 Ccf	\$.24436 per Ccf
Next 200 Ccf	\$.19436 per Ccf
All Additional Ccf	\$.14436 per Ccf

Purchased Gas Factor

In addition to the base monthly bill above, each customer's bill will include a Purchased Gas Factor to account for purchased gas costs and computed in accordance with CoServ Purchased Gas Factor Schedule No. 2.

Taxes

In addition to the monthly charges above, each customer's bill will include a charge for an amount equivalent to the customer's proportional part of the city franchise fees, state gross receipts taxes, or other governmental levies payable by the Company, exclusive of federal income taxes. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees. From time to time, the tax factor may be adjusted, if required, to account for any over- or under-recovery of municipal franchise fees by the Company and to include an amount equivalent to the proportionate part of any new tax or increased franchise fee or tax, or any other governmental imposition, rental fee, or charge levied, assessed or imposed subsequent to the effective date of this tariff by any governmental authority, including districts, created under the laws of the State of Texas. The Company will also collect sales taxes where applicable.

Rate Schedule 6**RATE C - COMMERCIAL SALES**

Applicable to: Entire System
Effective Date: February 1, 2005

Page 2 of 2

Surcharges

In addition to the monthly charges above, each customer's bill will include an amount for surcharges calculated in accordance with the applicable rider(s).

Line Extension Policy

The company has the right to contract with individual customers for the installation of gas facilities as provided for by the city franchise. Upon the request of a prospective new residential or commercial customer for service in an area served by CoServ Gas, CoServ Gas will extend its main lines up to 100 feet from an existing CoServ Gas main in the Public Rights of Way, without charge. The 100-foot allowance applies to a single customer or to a group of customers requesting service from the same extension. Customers requesting mainline extensions in excess of 100 feet shall bear the cost of any additional main, and shall bear the cost of all yard lines, service lines, customer meters and regulators, and appurtenant equipment, in accordance with the charges listed in item 12, Line Extension and Installation, of Rate M, Miscellaneous Service Charges. CoServ Gas is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

Rate Schedule 10

RATE M – MISCELLANEOUS SERVICE CHARGES

Applicable to: Entire System
 Effective Date: February 1, 2005

Page 1 of 2

Application

The service charges listed below are in addition to any other charges under the Company's Tariff for Gas Service and will be applied for the condition described. Other services not covered by these standard conditions will be charged on the basis of an estimate for the job or the Company's actual cost plus appropriate surcharges.

Applicable Charges

Service Charge No.	Name and Description	Amount of Charge
1	Connection Charge During Business Hours During standard business hours, for each reconnection of gas service where service has been discontinued at the same premises for any reason, for the initial inauguration of service, and for each inauguration of service when the billable party has changed, with the following exceptions: (a) For a builder who uses gas temporarily during construction or for display purposes. (b) Whenever gas service has been temporarily interrupted because of System outage or service work done by Company; or (c) For any reason deemed necessary for Company operations	\$ 65.00
2	Connection Charge After Business Hours After standard business hours, for each reconnection of gas service where service has been discontinued at the same premises for any reason, for the initial inauguration of service, and for each inauguration of service when the billable party has changed, with the following exceptions: (a) For a builder who uses gas temporarily during construction or for display purposes. (b) Whenever gas service has been temporarily interrupted because of System outage or service work done by Company; or (c) For any reason deemed necessary for Company operations	\$ 97.00
3	Field Read of Meter A read for change charge when it is necessary for the Company to read the meter at a currently served location because of a change in the billable party.	\$ 19.00
4	Returned Check Charges	\$ 20.00

	Returned check handling charge for each check returned to Company for any reason.	
5	Charge for Temporary Discontinuance of Service - Residential Whenever service has been temporarily disconnected at the request of the customer, this charge plus the appropriate Connection Charge will be made to reestablish such service for that customer at the same address.	\$ 65.00
6	Charge for Temporary Discontinuance of Service- NonResidential Whenever service has been temporarily disconnected at the request of the customer, this charge plus the appropriate Connection Charge will be made to reestablish such service for that customer at the same address.	\$ 107.00
7	Charge for Meter Testing The Company shall, upon request of a customer, make a test of the accuracy of the meter serving that customer. The Company shall inform the customer of the time and place of the test and permit the customer or his authorized representative to be present if the customer so desires. If no such test has been performed within the previous four (4) years for the same customer at the same location, the test shall be performed without charge. If such test has been performed for the same customer at the same location within the previous four (4) years, the Company will charge the Meter Test Fee. The customer must be properly informed of the result of any test on a meter that services him.	\$ 15.00
8	Charge for Service Calls During Business Hours A Service Call Charge is made for responding to a service call during standard business hours that is determined to be a customer related problem rather than a Company or Company facilities problem.	\$ 26.00
9	Charge for Service Calls After Business Hours A Service Call Charge is made for responding to a service call after standard business hours that is determined to be a customer related problem rather than a Company or Company facilities problem.	\$ 40.00
10	Tampering Charge No Company Meters, equipment, or other property, whether on Customer's premises or elsewhere, are to be tampered with or interfered with for any reason. A Tampering Charge is made for unauthorized reconnection or other tampering with Company metering facilities or a theft of gas service by a person on the customer's premises or evidence by whomsoever at customer's premises. An additional cost for the cost of repairs and/or replacement of damaged facilities and the installation of protective facilities or relocation of meter are made at cost plus appropriate charges as may be detailed in the Company's Service Rules and Regulations	\$ 125.00
11	Credit/Debit Card Payments Charge Bill payments using credit cards, debit cards, and electronic checks (includes third-party transaction fees and administrative costs).	Actual Cost

Rate Schedule 10

RATE M – MISCELLANEOUS SERVICE CHARGES

Applicable to: Entire System

Page 2 of 2

Effective Date: February 1, 2005

12	Line Extension and Installation Charges Extension and installation of new mains, service lines, risers, fittings and other appurtenant equipment pursuant to main extension policy in municipal franchise. Credit for main pursuant to municipal franchise. The customer is responsible for the installation of yard line and yard line risers.	Actual Cost
13	Construction Crew Charges All labor charges if a construction crew is required.	Actual Cost
14	Construction Costs Charges All other construction charges.	Actual Cost