

CITY COUNCIL

1520 AVENUE K



DATE: 8/22/2011

CALL TO ORDER: 7:00 p.m.

INVOCATION:

PLEDGE OF ALLEGIANCE:

ITEM NO.	EXPLANATION	ACTION TAKEN
(a)	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u> SPECIAL RECOGNITION: International Table Tennis Tournament Players SPECIAL RECOGNITION: The School Supply Project, 25th Anniversary SPECIAL RECOGNITION: Jesus Lara</p> <p><u>COMMENTS OF PUBLIC INTEREST</u> <u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u> <u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p> <p><u>Approval of Minutes</u> August 3, 2011 August 8, 2011</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(b)	Bid No. 2011-234-B for the 2010-2011 Arterial Concrete Pavement Rehab Coit Road - Spring Creek Parkway to SH 121, Project No. 6146 to AUI Contractors, LLC. in the amount of \$879,691 and authorizing the City Manager to execute all necessary documents.	
(c)	Bid No. 2011-219-B for the Preston Ridge Trail Crossing at Legacy Drive, Project No. 6049, to Bass Site Solutions, LLC in the amount of \$105,447 and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2011-166-C for a one (1) year contract with three (3), one (1) year City optional renewals for EMS Pharmaceuticals to Bound Tree Medical to be utilized by the Fire Department in the estimated annual amount of \$49,832 and authorizing the City Manager to execute all necessary documents.	
(e)	Bid No. 2011-190-C for a one (1) year contract with three (3) city optional renewals to purchase Environmental Waste Truck Parts for Warehouse Inventory from Texan Waste Equip-Heil of Texas, RLS Services, Inc., & Equipment Southwest, Inc. in an estimated amount of \$181,994 and authorizing the City Manager to execute all necessary documents.	
(f)	Bid No. 2011-204-C for a one (1) year contract with three (3) city optional renewals to purchase Tires-New for Warehouse Inventory from Blagg Tire & Service, Southern Tire Mart, & Diamond Service Center in an estimated amount of \$241,684 and authorizing the City Manager to execute all necessary documents.	
(g)	Bid No. 2011-210-C for a one (1) year contract with three (3) City optional renewals for Water and Wastewater Pumping Facilities Maintenance Best Value Bid to Legacy Contracting, LP dba Control Specialist Services, LP as the best value for Public Works Pumping Facilities in an estimated amount of \$350,000 and authorizing the City Manager to execute all necessary documents, and providing an effective date.	
	<p>Purchase from an Existing Contract</p>	
(h)	To approve the purchase of Landscaping Services from Dyna-Mist Construction for the Sustainability Department using an existing contract/agreement with PISD in an amount not to exceed \$90,000 and authorizing the City Manager to execute all necessary documents.	
	<p>Approval of Contract Modification</p>	
(i)	To approve and authorize Contract Modification No. 1 for the purchase of Engineering Services for Park Boulevard Corridor Intersection Improvements in the amount of \$30,915 from Pacheco Koch Consulting Engineers, Inc. This modification will provide for additional easement surveying.	

ITEM NO.	EXPLANATION	ACTION TAKEN
(j)	<p>Approval of Change Order</p> <p>To Tucker & Associates, LLC, increasing the contract by \$11,000 for additional public relations expenses. Change Order No. 1. Original Bid No. 2008-121-B.</p>	
	<p><u>Adoption of Resolutions</u></p>	
(k)	<p>To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p>	
(l)	<p>To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the Police/School Liaison Program; authorizing its execution by the City Manager; and providing an effective date.</p>	
(m)	<p>To approve the terms and conditions of the Police Training Center Operating Agreement by and between the City of Plano and City of Richardson; authorizing its execution by the City Manager; and providing an effective date.</p>	
(n)	<p>To approve the Investment Portfolio Summary for the quarter ending June 30, 2011 and providing an effective date.</p>	
(o)	<p>To approve the terms and conditions of an Acknowledgement of Assignment of and amendment to a Tax Abatement Agreement by and between the City of Plano, Texas, Collin County, Texas, Collin County Community College District (hereinafter collectively referred to as the "Taxing Units"), the National Credit Union Administration ("NCUA") Board as the Liquidating Agent for Southwest Corporate Federal Credit Union, an Asset Management Estate and the NCUA Board as the Conservator for Southwest Bridge Corporate Federal Credit Union ("SBC") federal credit union in conservatorship; authorizing its execution by the City Manager; and providing an effective date.</p>	
(p)	<p>To nominate Tektronix Texas, LLC ("Tektronix" or the "Company"), to the Office of the Governor, Economic Development and Tourism through the Texas Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.</p>	
(q)	<p>To approve the name change of the Arts of Collin County Commission, Inc. to The Arts Center of North Texas and approving amendments to its certificate of formation and bylaws to effect the name change; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Ordinances</u></p> <p>(r) To amend Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of 18th Street, 19th Street, Cross Bend Road, M Avenue, N Avenue, Oakland Hills Drive, and Rigsbee Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p> <p>(s) To amend Chapter 21 (Utilities), Article II (Water), Division 4 - Drought Contingency Plan, Exhibits A & B of the City of Plano Code of Ordinances, to revise the Stage 2 and Stage 3 Watering Zone Maps; and providing a repealer clause, a severability clause, a savings clause and an effective date.</p> <p>(t) To repeal Ordinance No. 2011-2-3; establishing the number of certain classifications within the Police and Fire Departments for Fiscal Year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective August 29, 2011; establishing a salary plan for the Police and Fire Departments effective August 29, 2011 and providing a repealer clause, a severability clause and an effective date.</p>	
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p>	
(1)	<p>Public Hearing and consideration of an Ordinance to designate a certain area within the City of Plano, Texas, as Reinvestment Zone No. 125 for tax abatement consisting of an 11.40 acre tract of land located in the J.B. Roundtree Survey, Abstract No. 759, Collin County and described as Lot 1, Block 1 Plano Tech Center II in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(2)	Consideration of a Resolution to approve the terms and conditions of an Agreement by and between the City of Plano, Texas, and O'Neil Digital Solutions, LLC, Investor's Business Daily, and William O'Neil providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date.	
(3)	Consideration of a Resolution to approve the terms and conditions of an Economic Development Incentive Agreement by and between O'Neil Digital Solutions, LLC and the City of Plano; authorizing its execution by the City Manager; and providing an effective date.	
(4)	Public Hearing regarding Options for Revised City Council District Boundaries for Districts 1-4.	
(5)	Public Hearing and consideration of an Ordinance as requested in Zoning Case 2011-19, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 611 so as to allow the additional use of Gymnastics/Dance Studio on 0.2± acre of land located on the north side of Summit Avenue, 500± feet west of Stewart Avenue in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: Russell Robertson (Sperry Van Ness Asset Management)	
(6)	Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.66 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).	
(7)	<p>Public Hearing and Council discussion and direction regarding a possible charter election to include, but not limited to, propositions on: revising Council length of terms and term limits; municipal court of record; and general clean-up of provisions that are obsolete or preempted by state or local law.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: International Table Tennis Tournament Players				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: The School Supply Project, 25 th Anniversary				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2011		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
SPECIAL RECOGNITION: Jesus Lara				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

PLANO CITY COUNCIL
Worksession
August 3, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan
Patrick Gallagher
Lee Dunlap

STAFF

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

Mayor Dyer convened the Council into the Worksession on Wednesday, August 3, 2011, at 6:01 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Duggan.

Funding Requests

Special Event Funding Discussion

City Manager Glasscock spoke regarding challenges for the Christmas Parade, July 4th Parade and Sunset at Memorial Park in raising private donations and funding requests not meeting their needs. He spoke to these events being focused on the Plano community, potential for different consideration, and funding through the budget process rather than grants. Budget and Research Director Rhodes-Whitley advised that the Dickens Christmas event is funded through the General Fund and Mr. Glasscock spoke to Staff determining City-required expenses (barricades, officers, etc.). The Council discussed determining which events would be considered for budget funding and Public Information Director Conklin advised that the sense is, if these events were not planned by other organizations, the City would be requested to do so. The Council stated a consensus in directing Staff to move forward as presented and to calculate the difference in grant funding.

Presentation of Cultural Affairs Commission

Cultural Affairs Commission Chair Stroh spoke regarding the grant application process including electronic submittal, focusing on Plano “centric” groups, the increase in applicants and future consideration of funding Small Arts Grants as a percentage of monies rather than a simple \$1,000 grant. She responded to the Council, advising that if Small Grants were considered as a percentage they may have received lesser funds. Ms. Stroh reviewed activities for various organizations and advised that monies raised by the Partnership Walk/Run are dedicated to poverty in Africa.

The Council spoke to the lack of a demonstrated impact to the City for this event and concurred to remove their funding. They further favored events that benefit the community rather than fundraising efforts. Ms. Stroh spoke regarding the impact on Plano of other organizations and attendance at the *Taste of Plano*. Budget and Research Director Rhodes-Whitley advised the Council that available funds are a result of hotel/motel taxes; Council may cap distribution with the excess placed in the fund balance; and that changes discussed this evening will be brought forward for Council's approval.

Presentation of Heritage Commission

Heritage Commission Chair Quaintance-Howard spoke to the applications received and recommended grants for the Heritage Farmstead Museum (\$487,000) and the Plano Conservancy for Historic Preservation, Inc. (\$198,153). She spoke to both organizations as returning groups and advised regarding items funded. Ms. Quaintance-Howard responded to the Council, advising that should ownership of the Old City Cemetery property remain unidentified, monies for restoration will return to the fund. She further advised that applicants are aware of the increase in grant funds available due to the lower number of applicants. The Council concurred with recommendations as presented.

Council Items and Issues for Discussion

No items were considered

City Manager Glasscock spoke to the August 13, 2011, Budget Worksession to include a Public Hearing regarding the Charter Review Process.

Nothing further was discussed. Mayor Dyer adjourned the meeting at 7:02 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 8, 2011**

COUNCIL MEMBERS

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan
Patrick Gallagher
Lee Dunlap

STAFF

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

Mayor Dyer called the meeting to order at 5:01 p.m., Monday, August 8, 2011, in Training Room A of the Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Duggan. Mayor Dyer then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated, in order to consult with an attorney and receive Legal Advice, Section 551.071; and to receive information regarding Economic Development, Section 551.087; and Personnel, Section 551.074 for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor Dyer reconvened the meeting back into the Preliminary Open Meeting at 6:15 p.m.

Consideration and action resulting from Executive Session discussion

No items were considered.

Discussion and Direction Regarding Michigan U-Turn for Legacy Drive/Preston Road; Plano Parkway/Preston Road; and Springcreek Parkway/Coit Road

Police Chief Rushin spoke to the change in the number of crashes at Legacy Drive/Preston Road following installation of the Michigan U-Turn, efforts to educate drivers regarding the change, the increase in warnings/citations, and increased normalization as awareness rises. Director of Public Works Cosgrove spoke to the decision to remove plans for overpasses at these locations and evaluation of alternative methods of addressing traffic concerns. He advised that congestion and traffic backup has been reduced since the installation at Legacy Drive/Preston Road and spoke to current issues including U-turn violations.

Mr. Cosgrove spoke to possible alternatives at other locations and advised the Council that Staff will continue to gather data on the Michigan U-Turn since Texas Department of Transportation funding for other locations will not be available until 2015. Mayor Dyer spoke to traffic movement during off-peak times and consideration of alternatives. Mr. Cosgrove responded to Council Member Harris, advising that the costs to return the Legacy Drive/Preston Road intersection to normalized operations would be minimal. City Manager Glasscock advised that Staff would proceed with design for the other locations and return with additional information early in 2012 for Council consideration.

Presentation Regarding Police Vehicle Idle Reduction Program

Police Chief Rushin spoke to police vehicles being left idling to power emergency lights, in-car cameras and computers while officers work on major calls and the need to reboot if there is a power failure. He spoke to the increased draw on the vehicle battery and the benefits of idle reduction equipment. Chief Rushin spoke to using Local Initiative Project funds to assist in the purchase of 123 idle reduction units with 29 data collection units and covering the match with in-line services for the cost of installation and a partial cash match on data collection units. He advised that policies will be developed regarding usage/compliance and that mileage/maintenance/emissions data will be collected. Chief Rushin advised that the equipment does not power the air conditioning or heating and spoke to its location inside vehicles.

Update Regarding North Texas Municipal Water District Restrictions

Director of Customer Utility Services/Assistant City Manager Israelson spoke to the cooperative effort among departments to implement watering restriction stages in the City. He advised that stages are initiated at the direction of the North Texas Municipal Water District (NTMWD) Board of Directors and spoke to criteria for the City detailed in the *Water Management Plan* adopted in 2009. Mr. Israelson advised that stages may terminate when circumstances causing their implementation no longer prevail, spoke to conditions triggering implementation of stages, and advised that the current concern is pumping capacity rather than lake levels. He advised that Stage 1 is educational and voluntary in nature and achieves 2% reduction in the overall volume; Stage 2 is a 5% reduction with two-day a week watering based on the design and capacity of the City's water system; Stage 3 is a 10% reduction with watering one day per week; and Stage 4 implements whatever reduction goals are necessary and limits watering to one day per week for two hours.

Mr. Israelson spoke to prohibited actions in each of the stages, implementation by August 19 and providing notification. He spoke to the use of courtesy door hangars and letters followed by enforcement for repeat complaints through the Public Works Department. Mr. Israelson spoke to consideration of variances and responded to the Council that scheduled watering ensures the viability of the system for regular and emergency use. Mr. Israelson advised that Staff has been working with other cities to coordinate programs and spoke to maintenance of City assets through a variance for athletic fields while complying with a 5% reduction. He responded to the Council, advising that citizens may hand water if they ensure there is no runoff and stated that there is no penalty to cities for non-compliance, but that they have made a financial and operational commitment. Director of Public Works and Engineering Cosgrove stated that the district's pump conversion will be complete in 2013-14.

Mr. Israelson responded to the Council regarding the potential loss of revenue as a result of reductions and City Manager Glasscock advised that an additional \$15 million has been paid since the City reached its take-or-pay maximum in 2001. Mr. Glasscock spoke to continued efforts to restructure the agreement.

Personnel Appointments – Tax Increment Financing Reinvestment Zone No. 1 Board

The Council concurred that Mayor Dyer would serve as a member of the Board.

Council items for discussion/action on future agendas

No items were discussed.

Consent and Regular Agendas

Nothing further was discussed. Mayor Dyer adjourned the Preliminary Meeting at 7:20 p.m.

Phil Dyer, Mayor

ATTEST

Diane Zucco, City Secretary

PLANO CITY COUNCIL
August 8, 2011

COUNCIL MEMBERS

Phil Dyer, Mayor
Pat Miner, Mayor Pro Tem
Lissa Smith, Deputy Mayor Pro Tem
Ben Harris
André Davidson
James Duggan
Patrick Gallagher
Lee Dunlap

STAFF

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

Mayor Dyer convened the Council directly from the Preliminary Open Meeting into the Regular Session on Monday, August 8, 2011, at 7:20 p.m. in the Council Chamber of the Plano Municipal Center, 1520 K Avenue. All Council Members were present with the exception of Council Member Duggan.

The invocation was led by Pastor Jack Schneider of St. Paul Lutheran Church and Mayor Dyer led the Pledge of Allegiance.

Mayor Dyer presented special recognition to Collin College LULAC and David L. Perry, Sr. The GFOA Distinguished Budget Presentation Award – 25th Year Award was presented to the Budget Department and the Battle of the Badges Trophy was presented to the Plano Police Department.

Mayor Dyer recessed the meeting at 8:02 p.m. and the meeting reconvened at 8:12 p.m.

COMMENTS OF PUBLIC INTEREST

No one appeared to speak.

CONSENT AGENDA

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

Approval of Minutes (Consent Agenda “A”)

July 25, 2011

July 27, 2011

Bid No. 2011-199-B for Asbestos Removal at Plano Aquatic Center and Custer Pump Station to Empire Environment Group LLC, in the amount of \$239,163 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “B”)

Bid No. 2011-238-B for the Stadium Pump Station Ground Storage Reservoir Nos. 2 & 3 Repaint project to Blastco Texas, Inc. in the amount of \$1,060,550 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “C”)

Bid No. 2011-194-B for the Citywide On-street Bicycle Route Signage, Project No. 5858, to Centerline Supply, Ltd. in the amount of \$315,071 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “D”)

Bid No. 2011-196-G for Photovoltaic Systems for Logistics Warehouse, Oak Point Recreation Center and Tom Muehlenbeck Center - Project Nos. 6121, 6136, to Axium Solar, in the amount of \$134,972 and authorizing the City Manager to execute all necessary documents. (Consent Agenda “E”)

Purchase from an Existing Contract

To approve the purchase of nine (9) Crane Carrier Refuse Truck Chassis's from Bond Equipment Company, Inc. in the amount of \$1,427,187, five (5) Heil Automated Single Arm Bodies & two (2) Rear Loader Bodies from Heil of Texas in the amount of \$679,088, and two (2) Labrie Automated Dual Arm Bodies from Equipment Southwest Inc. in the amount of \$312,756, totaling \$2,419,031 to be utilized by Environmental Services, through an existing contract/agreement with TASB/Buyboard, and authorizing the City Manager to execute all necessary documents. (TASB/Buyboard Contract #358-10 & 357-10) (Consent Agenda “F”)

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

To approve an Engineering Services Agreement by and between the City of Plano and BW2 Engineers, Inc. in the amount of \$54,950 for the design of the Preston Ridge Trail connection and authorizing the City Manager to execute all necessary documents. (Consent Agenda “G”)

Approval of Expenditure

To approve the purchase and installation of 10 rooftop units and 2 split systems at Davis Library in the amount of \$136,597 from Johnson Controls, Inc. through an existing contract with Choice Facilities Partners and authorizing the City Manager to execute all necessary documents. (Choice Facility Partners Contract Number 09/003JC-01) (Consent Agenda “H”)

To approve the purchase of library materials for Plano Public Library System (PPLS) in the amount of \$200,000 from Baker & Taylor for purchase of various library materials including books, compact disks, books-on-CD and DVDs. These purchases will be made through the State of Texas CO-OP Purchasing Program under Texas State Contract 715-N1 Print Materials and Multimedia with Baker & Taylor; and authorizing the City Manager to execute all necessary documents. (Consent Agenda "I")

Adoption of Resolutions

Resolution No. 2011-8-1(R): To approve the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano and Collin County for the implementation of Idle Reduction Technology for law enforcement vehicles; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda "J")

Resolution No. 2011-8-2(R): To accept the Certified Appraisal Rolls for Fiscal Year 2011-12 for Collin County and Denton County, and providing an effective date. (Consent Agenda "K")

Resolution No. 2011-8-3(R): To approve the settlement of the lawsuit styled Belinda Saldana, Individually and as Representative of the Estate of Michael Anthony Alcalá, Deceased, and as Next Friend of Michael Anthony Alcalá, Jr., a Minor, and Nancy Nava, Individually and as Next Friend of Michael Anthony Alcalá, Jr., a Minor v. City of Plano, Cause No. 296-05020-2010 in the 296th District Court of Collin County, Texas in the amount of Two Hundred Forty Five Thousand and No/100 Dollars (\$245,000.00); authorizing the City Manager to execute any and all documents necessary to settle such lawsuit; and providing an effective date. (Consent Agenda "L")

Adoption of Ordinances

Ordinance No. 2011-8-4: To amend Chapter 12 (Traffic Code), Article IV (Speed), Section 12-73(d) of the City of Plano Code of Ordinances, to revise the designated times of operation for the school zones on Coit Road at McDermott Road, Crystal Creek Drive, Elsinore Drive, Floyd Drive, Gillespie Drive, McDermott Road at Rockledge Lane, McDermott Road at Coit Road, Oakland Hills Drive, Ohio Drive at Wildbriar Drive, Ridgeview Drive, Robinson Road, Rockledge Lane, and Waskom Drive; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda "M")

Ordinance No. 2011-8-5: To approve a negotiated resolution between the Atmos Cities Steering Committee ("ACSC" or "Steering Committee") and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") regarding the Company's fourth annual Rate Review Mechanism ("RRM") filing in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; requiring the company to reimburse Cities' reasonable ratemaking expenses; repealing conflicting resolutions or ordinances; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this Ordinance to the Company and the Steering Committee's legal counsel. (Consent Agenda "N")

END OF CONSENT

Discussion of the FY 2011-12 Proposed Community Investment Program. (Regular Agenda Item "1")

City Manager Glasscock spoke to the \$89 million in programs and a planned \$31 million in bond sales for 2012.

Director of Parks and Recreation Fortenberry spoke regarding the Park Master Plan, advising that the Recreation Centers Bond Program (totaling \$2 million) will apply toward renovations at the Aquatic Center and the Park Improvements Bond Program (totaling \$8.2 million) will apply toward Arbor Hills (\$350,000), Athletic Field Improvements (\$450,000), Athletic Field Renovations (\$400,000), Land Acquisitions (\$3.5 million), Oak Point Park & Nature Preserve (\$150,000), Park Improvements (\$950,000), Trail Connections (\$500,000), White Rock Creek Community Park Site (\$100,000), Legacy Trail (\$900,000) and Neighborhood Park Improvements (\$973,000). She spoke to the Park Fee Program (totaling \$960,000) to be applied toward Greenbelt Acquisition and Development and the Capital Reserve Fund (totaling \$3.6 million) including High Point Tennis Center Light Replacements (\$600,000), Irrigation Renovations (\$500,000), Park Shelter Replacements (\$100,000), and Park Structures and Equipment (\$425,000). She advised the Council that the Capital Reserve Fund irrigation renovations include small repairs and that large athletic sites trigger a bond referendum. Ms. Fortenberry further advised that Recreation Center Equipment (\$100,000) includes miscellaneous items such as curtains or furniture and stated that bond expenditures are a bit lower than previous years due to consideration of balancing the needs of the City with operations costs.

Director of Public Works Cosgrove advised regarding the Street Improvements Program (totaling \$24 million) including Rehabilitation Projects (\$5.3 million), Design Projects (\$1.1 million), Capacity Improvements (\$13.9 million), Funding Continuation (\$2.7 million), and Miscellaneous (\$1 million). He responded to Council regarding screening walls advising that patches are funded through the Capital Reserve Fund or Operating Budget with those in the worst condition are replaced. He advised that the City does not maintain living screening walls with the exception of one located on Coit Road between Parker Road and Irving Drive. Mr. Cosgrove spoke to other funding sources totaling \$14.3 million and responded to the Council that Collin County funds are geared towards new construction. Mr. Glasscock spoke to discussion with the County to revise wording in issuances to allow for more diverse use of funds. Mr. Cosgrove spoke to Municipal Drainage Projects (\$3.4 million), Water Improvements (\$9.9 million), Sewer Improvements (\$2 million), Capital Reserve Projects (\$9.7 million), Other Community Investment Projects (\$3.1 million), Facilities Capital Reserves (\$2 million), and Facilities Projects (\$13.8 million).

Public Hearing on the FY 2011-12 Recommended Budget and the FY 2011-12 Proposed Community Investment Program (CIP) (Regular Agenda Item "2")

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

A vote on a proposal to consider an increase in the total tax revenue (Regular Agenda Item “3”)

Director of Budget and Research Rhodes-Whitley advised that the Truth-In-Taxation Law states that if a proposed tax rate exceeds the rollback or the effective tax rate, whichever is lower, the taxing unit’s governing body must vote to place a proposal on the agenda of a future meeting as an action item; the vote must be recorded; and the proposal must specify a tax rate. Ms. Rhodes-Whitley advised that the debt rate is set at 17.31 cents and cannot be changed and that the proposed rate is 48.86 cents per \$100 of assessed valuation. She spoke to the effective tax rate (48.06) being the rate which would result in the same tax revenue as last year using this year’s appraised values and the rollback rate which raises the same amount for operations as the prior year plus 8% cushion which would be a difference of \$1.64. She reviewed the upcoming sessions including a budget worksession on August 13 and Public Hearings on August 22 and August 31.

Upon a motion made by Council Member Dunlap and seconded by Deputy Mayor Pro Tem Smith, the Council voted 7-0 to establish a tax rate of 48.86.

Consideration of a request for a revised site plan for a Data Center on one lot on 23.8± acres located at the southeast corner of Coit Road and Jomar Drive. Zoned Planned Development-128-Light Industrial-1. Applicant: Bank of America (Regular Agenda Item “4”)

Planning Manager Firgens advised that the Planning and Zoning Commission approved the request subject to City Council approval of the request for a parking reduction and the applicant executing a performance agreement with the City subject to approval by the City Attorney. She advised that the number of spaces to be provided should be more than adequate to meet the demands of the data center use.

Upon a motion made by Council Member Dunlap and seconded by Deputy Mayor Pro Tem Smith, the Council voted 7-0 to approve the request for a revised site plan for a Data Center located at the southeast corner of Coit Road and Jomar Drive.

Transmittal of Fiscal Year 2009-2010 Affirmative Action Report (Regular Agenda Item “5”)

Deputy City Manager Ross reviewed the history of the Affirmative Action Program and spoke to making sure there is a diverse applicant pool. She reviewed the City’s labor force as it compares to Collin County, spoke to analysis of underutilization and concentration reflecting employment traditions and history of interests, and the increase in applications through the online system. Ms. Ross spoke to civil service screening and testing and the City’s commitment to the spirit and objectives of true equal employment opportunity.

Public Hearing and Council discussion and direction regarding a possible charter election to include, but not limited to, propositions on: revising Council length of terms and term limits; municipal court of record; and general clean-up of provisions that are obsolete or preempted by state or local law. (Regular Agenda Item “6”)

City Attorney Wetherbee spoke regarding consideration of substantive charter amendments that would revise election to the Council and their term limits and amend the structure of the municipal court to allow for the establishment of a court of record. She spoke to other non-substantive items that remove obsolete or duplicate provisions, stated that Plano is most likely the only city of its size that does not have a court of record, and spoke to revisions in the Chief Municipal Judge's role.

City Secretary Zucco spoke regarding the passage of Senate Bill 100 and advised that the uniform election dates utilized by the City for General Elections remain in May and November, but that the primary run-off has been moved to May thus creating a conflict. She spoke to options provided by the Collin County Elections Administrator: 1) move elections to an odd-year cycle; 2) move to a November election; 3) remain in May for even/odd years with the County acquiring equipment at the City's expense and the entities hiring election judges/clerks and acting as early voting clerk; and 4) remain in May and the City conduct the election including acquisition of equipment, hiring, and early voting clerk duties. Ms. Zucco reviewed the preliminary costs provided by the Elections Administrator for coding, machine acquisition, employees, licensing and machine delivery, advising that the City should receive more details within the next week.

Ms. Zucco reviewed the options for term limits should the Council support moving to staggered four-year terms elected in odd-numbered years. City Manager Glasscock spoke to other cities expressing support for retaining the current election calendar, possible revisions to cost estimates and a deadline of September 7 to order a charter election. Assistant City Manager Israelson advised that there has been no movement on the part of the legislature to revise the new provisions. City Attorney Wetherbee advised that if the Council were to hold a charter election in May of 2012, they would not be permitted to hold another charter election for two years to address any concerns. The Council stated a consensus for an option for term limits in which all completed terms served will count toward the two-term limit resulting in members of the current Council serving a total of seven to nine years. Council Member Harris spoke to providing information to the public regarding the reasons behind the revision, the shortening of Council service and cost savings.

Mayor Dyer opened the Public Hearing. No one appeared to speak for or against the item. The Public Hearing was closed. The Council stated a consensus to hold another Public Hearing on August 13 followed by one on August 22. Ms. Wetherbee advised that she would review whether or not individual items such as Council terms of office/elections can be removed from the ballot once the election is ordered and Council Member Harris requested clarification of language related to the time Council members must wait before again running for office.

Nothing further was discussed and Mayor Dyer adjourned the meeting at 9:43 p.m.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, City Secretary



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2011		
Department:		Public Works Administration / David Falls		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): Kim McFarland (972-769-4109)				
CAPTION				
<i>Award of Bid No. 2011-234-B, for the 2010-2011 Arterial Concrete Pavement Rehab Coit Road - Spring Creek Parkway to SH 121, Project No. 6146 to AUI Contractors, LLC. in the amount of \$879,691, and authorizing the City Manager or his authorized designee to execute all necessary documents.</i>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,628,350	5,157,000	2,300,000	9,085,350
Encumbered/Expended Amount	-1,628,350	-2,555,291	0	-4,183,641
This Item	0	-879,691	0	-879,691
BALANCE	0	1,722,018	2,300,000	4,022,018
FUND(S): CAPITAL RESERVE CIP				
COMMENTS: Funds are included in the 2010-11 Capital Reserve Fund. This item, in the amount of \$879,691, will leave a current year balance of \$1,722,018 for the Arterial Concrete Repair project.				
STRATEGIC PLAN GOAL: Concrete pavement rehabilitation relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the bid for the 2010 – 2011 Arterial Concrete Pavement Rehab - Coit Road, Spring Creek Parkway to SH 121 to AUI Contractors, LLC, in the amount of \$879,691.00, for Alternate No. 1 (Cement with Nitrogen Oxides <1.7#Nitrogen Oxides/Ton of Clinker) which is within 5% of the base bid be accepted as the lowest responsible bid for the project conditioned upon timely execution of all necessary documents.				
This project involves the repair of 12,766 SY of concrete paving and 19,826 SF of concrete sidewalk along Coit Road between Spring Creek Parkway and SH 121.				
The secondary vendor being recommended is Jerusalem Corporation in the amount of \$890,910.40.				
Engineer's estimate for this project is \$1,017,800.00.				
List of Supporting Documents: Bid Tabulation; Location Map			Other Departments, Boards, Commissions or Agencies	

CITY OF PLANO

Bid No. 2011-234-B

2010-11 Arterial Pavement Rehab Coit Road – Spring Creek Parkway to SH 121 Project 6146

Bid Recap

Bid opening Date/Time: July 15, 2011 @ 3:00PM

Number of Vendors Notified: 1,018

Vendors Submitting “No Bids”: 0

Number of Bids Submitted: 6

Vendor Name	Base Bid	Alternate No. 1
AUI Contractors LLC	\$879,691.00	\$879,691.00
Jerusalem Corp.	\$890,910.40	\$890,910.40
Jim Bowman Construction Co. LP	\$940,904.97	\$940,904.97
Ken Do Contracting	\$942,294.85	\$942,294.85
Jet Underground Utilities Inc.	\$963,490.50	\$963,490.50
McMahon Contracting LP	\$984,927.15	\$984,927.15

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

AUI Contractors LLC

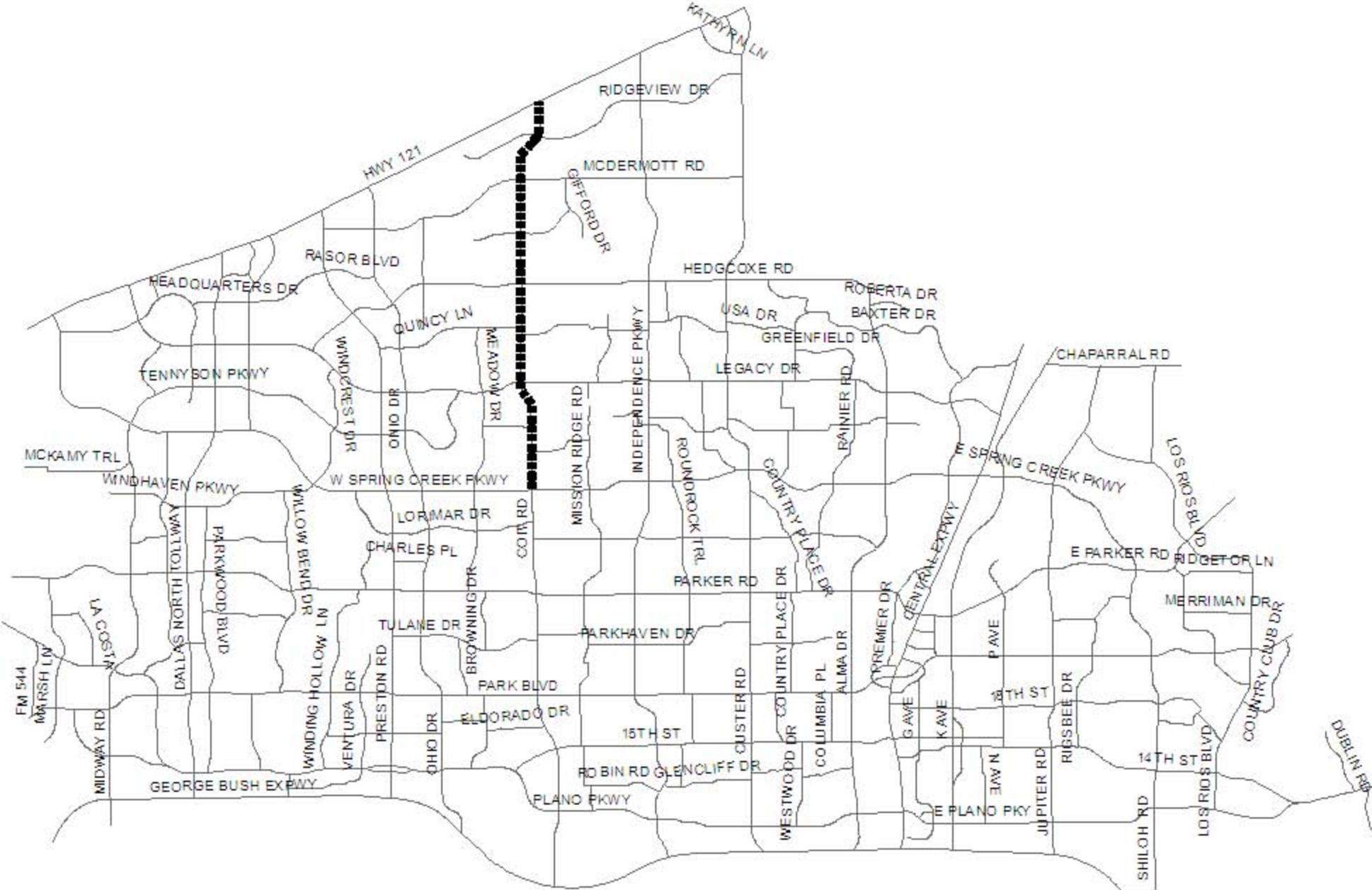
Nancy Corwin

Nancy Corwin, Buyer II

July 15, 2011

Date

LOCATION MAP





**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	8/22/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Award of Bid No. 2011-219-B, for the Preston Ridge Trail Crossing at Legacy Drive, Project No. 6049, to Bass Site Solutions, LLC in the amount of \$105,447.00 and authorizing the City Manager or his authorized designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	580,823	1,150,000	0	1,730,823
Encumbered/Expended Amount	-580,823	-503,367	0	-1,084,190
This Item	0	-105,447	0	-105,447
BALANCE	0	541,186	0	541,186

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the 2010-11 Park Improvement CIP. This item, in the amount of \$105,447, will leave a current year balance of \$541,186 for the Trail Connections project.

STRATEGIC PLAN GOAL: Installation of trail crossings relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

Staff recommends that the bid of Bass Site Solutions, LLC in the amount of \$105,447 be accepted as the lowest responsible bid for the Preston Ridge Trail Crossing at Legacy Drive conditioned upon timely execution of all necessary documents.

At the present time Preston Ridge Trail ends at the sidewalks on each side of Legacy Drive. Signs instruct trail users to take the sidewalk over to Preston Meadow Drive and cross at the existing traffic signal. This crossing design was originally installed due to the high traffic speeds on Legacy Drive and a curve in the road that affects the visibility of both drivers and trail users.

Users complain that the current crossing at Preston Meadow Drive is not an acceptable option. Staff observations indicate that a substantial majority of trail users cross the curb and go directly into Legacy Drive to make the crossing. Once in the street they cross two additional curbs in the median and then a fourth and final curb obstacle when they reach the other side of Legacy Drive. Legacy Drive is the only trail intersection in the



CITY OF PLANO COUNCIL AGENDA ITEM

City that does not provide curb ramps for crossing.

Staff has worked closely with the City Traffic Engineer and with a consulting team to develop an improved trail crossing design. Curb ramps will be added on each side of the street and in the median. The new trail approach will be located to provide trail users with the greatest visibility possible as they approach the intersection. The trail design will force users to face toward oncoming traffic as they cross each side of the street. The median is designed to provide an intermediate refuge for trail users so they do not need to cross all six traffic lanes at one time.

In addition to these features the design includes upgraded crosswalk markings and rectangular rapid flashing beacons that will alert both trail users and motorists when a trail user approaches the crossing. The beacons will be motion activated anytime a trail user reaches the crossing. They can also be manually activated by trail users. Several signs along the trail will instruct users that vehicular traffic is not required to stop so that they understand they must cross only when a break in traffic provides the opportunity.

All of the proposed improvements conform to the Manual of Uniform Traffic Control Devices and the American Association of State Highway and Transportation Officials Guide for the Development of Bicycle Facilities.

The consultant's estimated cost for the improvements was \$106,386.50. Staff and the consultant do not believe that re-bidding the project would result in significantly lower bids.

In the event the low bidder cannot execute contract documents, staff recommends Jim Bowman Construction Co., LP in the amount of \$105,681.00

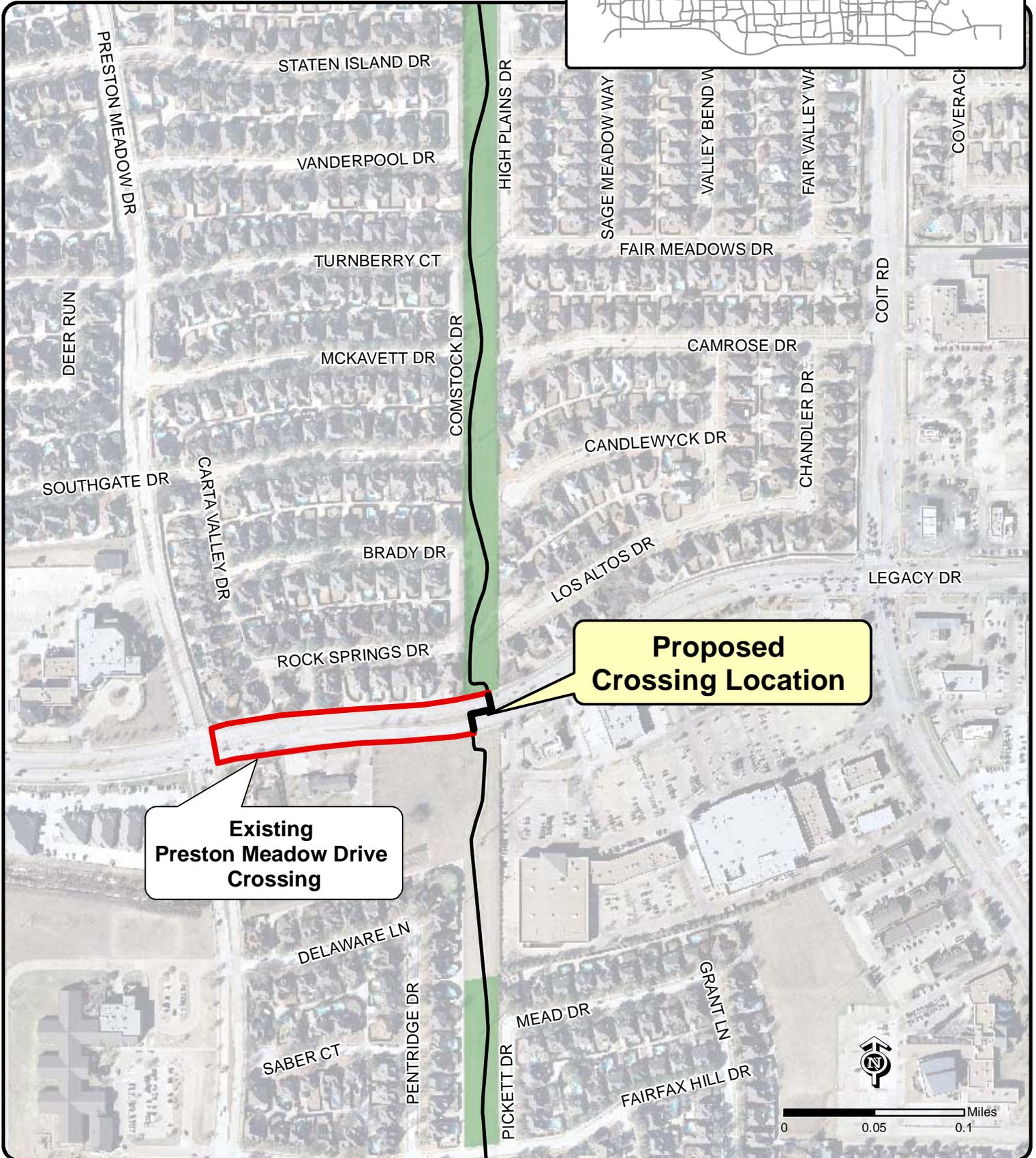
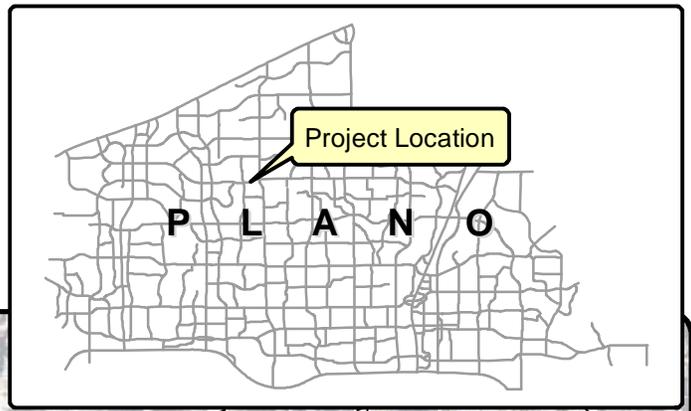
Funding for this project is available in the current Park Improvement CIP Fund.

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



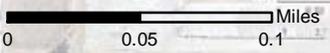
Location Map

Preston Ride Trail Crossing
at Legacy Drive
Project No. 6049



**Existing
Preston Meadow Drive
Crossing**

**Proposed
Crossing Location**



CITY OF PLANO

BID NO. 2011-219-B
Preston Ridge Trail Crossing at Legacy Drive Project No. 6049

BID RECAP

Bid opening Date/Time: July 25, 2011 @ 3:30 pm

Number of Vendors Notified: 1782

Vendors Submitting "No Bids": 0

Bids Evaluated Non-Responsive to Specifications: 0

Number of Bids Submitted Responsive to Bid: 6

BASS SITE SOLUTIONS, LLC	\$105,447.00
JIM BOWMAN CONSTRUCTION CO. LP	\$105,681.00
C. GREEN SCAPING, LP	\$107,512.00
2L CONSTRUCTION, LLC	\$117,300.00
ZAGROS CONSTRUCTION CO	\$128,704.00
ESTRADA CONCRETE CO. LLC	\$138,564.80

Recommended Vendor:

BASS SITE SOLUTIONS, LLC	\$105,447.00
--------------------------	--------------

Nicole Griffin

Nicole Griffin
Buyer I

July 26, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/22/11			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Glenna Hayes x 7539					
CAPTION					
Bid No. 2011-166-C for a one (1) year contract with three (3), one (1) year City optional renewals for EMS Pharmaceuticals to Bound Tree Medical to be utilized by the Fire Department in the estimated annual amount of \$49,832 and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11; 2011-12; 2012-13; 2013-14; 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	425,947	0	425,947
Encumbered/Expended Amount		0	-340,761	0	-340,761
This Item		0	-49,832	0	-49,832
BALANCE		0	35,354	0	35,354
FUND(S): GENERAL FUND					
<p>COMMENTS: Funds are included in the 2010-11 Fire Department Budget for the purchase of EMS Pharmaceuticals. The balance of funds will be used for other medical and surgical supplies. Purchases will be made within the annual budget appropriation. This contract overlaps fiscal years and approves an annual contract with three (3) additional one (1) year City optional renewals, subject to annual budget appropriation(s), in the estimated annual amount of \$49,832.</p> <p>STRATEGIC PLAN GOAL: Contracting for the purchase of EMS Pharmaceuticals relates to the City's Goal of Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
Staff recommends the bid of Bound Tree Medical in the estimated annual amount of \$49,832 be accepted as the lowest responsive, responsible bidder, and conditioned upon timely execution of any necessary contract documents. This award will establish an annual contract with renewals for EMS Pharmaceuticals to be utilized by the Fire Department (2011-166-C).					
List of Supporting Documents: Memo; Bid Recap			Other Departments, Boards, Commissions or Agencies		

Memorandum

Date: July 22, 2011
To: Glenna Hayes, Contract Specialist – Purchasing Division
From: Michael Malone, Lieutenant – FD Support Svcs
Subject: 2011-166-C Award Memo – EMS Pharmaceutical Supplies

The City received a total of five (5) bids for Solicitation 2011-166-C EMS Pharmaceutical Supplies. Bids were evaluated in total for the purpose of award to the overall lowest, responsive, responsible bidder.

Of the five responding bidders, two were withdrawn by the Department from final overall low bid consideration. MMS was deemed non-responsive for taking exception to the bid specification's expired medication return requirement. Regimed Medical was deemed unable to meet the needs of the Department by no-bidding 40% of the requested pharmaceutical supplies and for failure to provide client work history references for contracts in the last five years of similar scope and service.

The three responding bidders that remained for final consideration and possible award as the lowest overall bidder are ranked from low to high bid as listed:

- Bound Tree Medical \$49,832
- Emed Medical Company* \$54,241 *(2) items no-bid, (1) item vendor misquoted/quote withdrawn
- Henry Schein EMS \$68,630

Bound Tree Medical is therefore recommended for award as lowest overall responding bidder for 2011-166-C EMS Pharmaceuticals Supplies.

Failure to award a competitively bid contract for EMS Pharmaceuticals would result in higher product prices, an increase in administrative expenses to obtain price quotes, and a loss of the repurchase clause; all of which impact the Fire Departments ability to fulfill its directive as an EMS First Responder.

cc: Hugo Esparza, Fire Chief
Jim Dickerson, Assistant Chief
Dan Thompson, Assistant Chief
Martin Wade, Battalion Chief

CITY OF PLANO
BID NO. 2011-166-C
EMS PHARMACEUTICALS

BID RECAP

Bid opening Date/Time: May 13, 2011 @ 3:00 pm

Number of Vendors Notified: 825

Vendors Submitting "No Bids": 1

Number of Complete Bids Submitted: 2

Bound Tree Medical	\$49,832
Henry Scheim EMS	\$68,630

Number of Partial Bids Submitted: 2

Regimed Medical	\$26,218
Emed Medica Company	\$54,241

Bids Evaluated Non-Responsive to Specification: 1

Recommended Vendor(s):

Bound Tree Medical	\$49,832
--------------------	----------

Glenna Hayes

Glenna Hayes
Contract Specialist, C.P.M.

August 2, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	8/22/11
Department:	Purchasing
Department Head	Diane Palmer-Boeck
Agenda Coordinator (include phone #): Earl Whitaker x7074	

CAPTION

Bid No. 2011-190-C for a one (1) year contract with three (3) city optional renewals to purchase Environmental Waste Truck Parts for Warehouse Inventory from Texan Waste Equip-Heil of Texas, RLS Services, Inc., & Equipment Southwest, Inc. in an estimated amount of \$181,994 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12, 2012-13, 2013-14 & 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	1,831,631	545,982	2,377,613
Encumbered/Expended Amount	0	-1,409,049	0	-1,409,049
This Item	0	-181,994	-545,982	-727,976
BALANCE	0	240,588	0	240,588

FUND(S): WAREHOUSE

COMMENTS: This item approves price quotes. Expenditures will be made in the Inventory Stock department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2010-11 is \$181,994. The estimated future annual amount is \$545,982, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.

STRATEGIC PLAN GOAL: The contracted purchase for Environmental Waste Truck Parts for Warehouse Inventory stock relates to the City's goal of a Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends approval of a one (1) year contract with three (3) city optional renewals to purchase Environmental Waste Truck Parts for Warehouse Inventory from Texan Waste Equip-Heil of Texas in the estimated amount of \$130,013.29 (Items: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 28, 30, 37, 42, 43, 44, 46, 47, 48, 50, 54, 56, 57, 58, 59, 60) and RLS Services, Inc. in the estimated amount of \$41,063.58 (Items: 18, 22, 23, 24, 25, 26, 27, 29, 32, 33, 34, 35, 38, 39, 40, 41, 45, 49, 51, 52, 53, 62) and Equipment Southwest, Inc. in the estimated amount of \$10,917.06 (Items: 17, 19, 31, 36, 55, 61) in a total estimated amount of \$181,994



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Award Memo, Bid Recap	Other Departments, Boards, Commissions or Agencies NA



Date: July 29, 2011
To: Earl Whitaker, Purchasing Buyer II
From: Josh Mathewes, ICAD Supervisor
Subject: Award of Bid 2011-190-C Environmental Waste Truck Parts Recommendation

It is the recommendation from ICAD and Fleet to award the above mentioned contract by line item versus a total award to one vendor.

RLS Services Inc. was the lowest total overall bidder however they failed to meet the specification requirements requested by Fleet for line items 1-15. Line items 1-15 on Contract 2011-190-C were specified as brand specific Heil OEM parts only. Texan Waste Equipment- Heil of Texas was the lowest responsive, responsible bidder for the OEM only specified items and provided with their bid documentation which states they are the sole distributor in Texas for Heil OEM parts. The estimated difference in cost by awarding line items 1-15 as OEM vs. aftermarket is \$9,912.69. Fleet staff has identified these items as being costly and labor intensive and requested the OEM parts due to warranty requirements and aftermarket parts failure issues. The installation of aftermarket parts in these areas have proven to be more costly to the city in vehicle down time due to more frequent part failure, the cost to have additional parts replaced that were damaged due to part failure and the additional cost of labor. The Fleet department has documentation to support that aftermarket parts in this area have a higher/ more frequent failure rate thus adding to additional down time and added repair costs.

It is ICAD's recommendation based on inventory requirements and Fleet's for specifications to award Texan Waste Equipment the 15 OEM only line items and award lines 16-62 of Contract 2011-190-C to the lowest responsive, responsible bidder.

After reviewing the specifications it is our recommendation to award this contract as follows:

Texan Waste Equipment- Heil of Texas

Line items:

1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,20,21,28,30,37,42,43,44,46,47,48,50,54,56,57,58,59,60

Estimated Amount: \$130,013.29

RLS Services Inc.

Line items:

18,22,23,24,25,26,27,29,32,33,34,35,38,39,40,41,45,49,51,52,53,62

Estimated Amount: \$41,063.58

Equipment Southwest, Inc.

Line items:

17,19,31,36,55,61

Estimated Amount: \$10,917.06

Total Estimated Amount: \$181,993.93

Feel free to contact me if you have any questions at extension 4283

Josh Mathewes

Inventory Control/ Asset Disposal Supervisor

CITY OF PLANO
BID NO. 2011-190-C
Environmental Waste Truck Parts
BID RECAP

Bid opening Date/Time: June 13, 2011 @ 3:00 pm

Number of Vendors Notified: 1734

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 3

Equipment Southwest, Inc.

RLS Services, Inc.

Texan Waste Equip-Heil of Texas

Bids Evaluated Partially Non-Responsive to Specification: 2

Recommended Vendor:

Texan Waste Equipment-Heil of Texas

Items:

1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,20,21,28,30,37,42,43,44,46,47,48,50,54,56,57,58,59,60

\$130,013.29

RLS Services, Inc.

Items: 18,22,23,24,25,26,27,29,32,33,34,35,38,39,40,41,45,49,51,52,53,62

\$41,063.58

Equipment Southwest, Inc.

Items: 17, 19, 31,36,55,61

\$10,917.06

Total value of this award: \$181,993.93

Earl S. Whitaker

Earl S. Whitaker
Buyer

August 1, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	8/22/11
Department:	Purchasing
Department Head	Diane Palmer-Boeck
Agenda Coordinator (include phone #): Earl Whitaker x7074	

CAPTION

Bid No. 2011-204-C for a one (1) year contract with three (3) city optional renewals to purchase Tires-New for Warehouse Inventory from Blagg Tire & Service, Southern Tire Mart, & Diamond Service Center in an estimated amount of \$241,684 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11, 2011-12, 2012-13, 2013-14 & 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		1,831,631	725,052	2,556,683
Encumbered/Expended Amount		-1,492,023	0	-1,492,023
This Item	0	-241,684	-725,052	-966,736
BALANCE	0	97,924	0	97,924

FUND(S): WAREHOUSE

COMMENTS: This item approves price quotes. Expenditures will be made in the Inventory Stock department based on need within the approved budget appropriations for each year of the contract. The estimated annual amount to be spent in FY 2010-11 is \$241,684. The estimated future annual amount is \$725,052, which will be made within approved budget appropriations. Remaining balance will be used for other Inventory purchases.

STRATEGIC PLAN GOAL: The contracted purchase for New Parts Room Stocked Tires for Warehouse Inventory stock relates to the City's goal of a Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Staff recommends approval of a one (1) year contract with three (3) city optional renewals to purchase Tires-New for Warehouse Inventory from Blagg Tire & Service in the estimated amount of \$111,169.97 (Items: 3, 5, 9b, 10, 11, 16, 17, 18, 23, 26, 29, 30, 37, 40, 41) and Southern Tire Mart in the estimated amount of \$65,829.20 (Items: 8, 13b, 14b, 15b, 20, 21, 24, 27b, 28b, 32, 33, 34, 39, 43) and Diamond Service Center in the estimated amount of \$64,684.38 (Items: 1, 2, 4, 6, 7, 12b, 19, 22, 25, 31, 35, 36, 38, 42) in a total estimated amount of \$241,684.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Award Memo, Bid Recap	Other Departments, Boards, Commissions or Agencies NA



Date: August 5, 2011
To: Earl Whitaker, Purchasing Buyer II
From: Josh Mathewes, ICAD Supervisor
Subject: Award of Bid 2011-204-C Tires- New Recommendation

It is the recommendation from ICAD and Fleet to award the above mentioned contract by line item versus a total award to one vendor due to total dollar savings achieved and a single vendors' ability to meet all line item's specification requirements.

Southern Tire Mart was the lowest responsive bidder on lines 6,11,16,17,18,22,26,38 and 42 but it was stated in their bid that they could only hold their pricing for a period not to exceed four months at which time their alternate pricing would be instated. Upon review of Southern Tire Mart's alternate pricing it was determined that their alternate pricing is higher than the next responsive, responsible vendor's pricing. In this situation we feel it would be in the best interest for the city to award those line items to the lowest responsive, responsible secondary vendors to gain a lower overall and more established pricing agreement.

Tire Centers, LLC and A to Z Tire & Battery , Inc. were also identified as being the lowest responsive bidder on lines 5 (Tire Center, LLC) and line 23 (A to Z Tire & Battery, Inc.). In the interest of overall saving it would be beneficial to the City of Plano to award those 2 line items to the secondary vendor (Blagg Tire & Service) in terms of decreased administrative costs achieved through contracting with three vendors as opposed to five.

It is ICAD's recommendation based on inventory requirements and Fleet's for specifications to award Contract 2011-204-C as follows:

Blagg Tire & Service

Line items:

3,5,9b,10,11,16,17,18,23,26,29,30,37,40,41

Estimated Amount: \$111,169.97

Southern Tire Mart

Line items:

8,13b,14b,15b,20,21,24,27b,28b,32,33,34,39,43

Estimated Amount: \$65,829.20

Diamond Service Center

Line items:

1,2,4,6,7,12b,19,22,25,31,35,36,38,42

Estimated Amount: \$64,684.38

Total Estimated Amount: \$241,683.55

Feel free to contact me if you have any questions at extension 4283

Josh Mathewes

Inventory Control/ Asset Disposal Supervisor

CITY OF PLANO

BID NO. 2011-204-C
Tires - New
BID RECAP

Bid opening Date/Time: June 24, 2011 @ 2:00 pm

Number of Vendors Notified: 1093

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 3

A to Z Tire & Battery, Inc.

Blagg Tire & Service

Diamond Service Center

Friendly Chevrolet

GCR Tire Center

Southern Tire Mart

Tire Centers

Bids Evaluated Partially Non-Responsive to Specification: 5

Recommended Vendor:

Blagg Tire & Service

Items: 3,5,9b,10,11,16,17,18,23,26,29,30,37,40,41

\$111,169.97

Southern Tire Mart

Items: 8,13b,14b,15b,20,21,24,27b,28b,32,33,34,39,43

\$65,829.20

Diamond Service Center

Items: 1,2,4,6,7,12b,19,22,25,31,35,36,38,42

\$64,684.38

Total Estimated Amount: \$241,683.55

Earl S. Whitaker

Earl S. Whitaker
Buyer

August 9, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		08/22/2011			
Department:		Purchasing			
Department Head		Diane Palmer-Boeck			
Agenda Coordinator (include phone #): Nancy Corwin X7137					
CAPTION					
Bid No. 2011-210-C for a one (1) year contract with three (3) City optional renewals for Water and Wastewater Pumping Facilities Maintenance Best Value Bid to Legacy Contracting, LP dba Control Specialist Services, LP as the best value for Public Works Pumping Facilities in an estimated amount of \$350,000 and authorizing the City Manager or his designee to execute all necessary documents, and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	2011-12, 2012-13, 2013-14, 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	473,471	1,400,000	1,873,471
Encumbered/Expended Amount		0	-141,227	0	-141,227
This Item		0	0	-1,400,000	-1,400,000
BALANCE		0	332,244	0	332,244
FUND(s): CAPITAL RESERVE FUND & WATER & SEWER FUND					
COMMENTS: This item approves price quotes. Expenditures will be made from both the Capital Reserve Fund and the Pumping Facilities Operating Budget based on need within the approved budget appropriation for each year of the contract. The estimated annual amount to be spent beginning in FY 2011-12 is \$350,000 and will continue through FY 2014-15. All expenditures will be made within approved budget appropriations in future years.					
STRATEGIC PLAN GOAL: Contract for Public Works Pumping Facilities relate to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Staff recommends the bid of Legacy Contracting, LP dba Control Specialist Services, LP in the estimated amount of \$350,000 be accepted as the best value for the Public Works Pumping Facilities maintenance and conditioned upon timely execution of any necessary contract documents (2011-210-C).					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation memo, Bid Recap					



Date: August 3, 2011
To: Nancy Corwin, Buyer
From: Robbie Carpenter, Public Works Pumping Facilities Superintendent
Subject: Recommendation for Water and Wastewater Pumping Facilities Maintenance \ 2011-210-C

Based on the evaluation team's recommendation, Legacy Contracting LP dba Control Specialist Services, LP was selected as the vendor that is the Best Value to the City of Plano to provide maintenance on the water and wastewater pumping facilities equipment. As a Best Value Bid, each bid was evaluated based on three (3) weighted criteria: Work History/Experience of Contractor with Municipalities – 25%, Qualifications of Contractor's Staff– 35%; and Cost – 40%. The team's evaluation determined that Legacy Contracting LP dba Control Specialist Services, LP met the criteria scoring the highest 3.8 overall score. The cost was collected as hourly rates for services. The average hourly rates for Legacy Contracting are \$130.63; this is \$33.125 less per average hourly rate than the next ranked bidder. The total budget for maintenance and repairs is \$350,000. There were no non-responsive vendors. If this Best Value bid is not awarded, the City would receive higher non-contract pricing with no set response time thus putting the City's water/wastewater system in jeopardy.

CITY OF PLANO

BID NO. 2011-210-C BEST VALUE BID FOR WATER AND WASTEWATER PUMPING FACILITIES MAINTENANCE

BID RECAP

Bid opening Date/Time: July 18, 2008 @ 3:00pm

Number of Vendors Notified: 637

Vendors Submitting "No Bids": 1

Number of Bids Submitted: 2

Legacy Contracting LP
Shermco Industries

Bids Evaluated Non-Responsive to Specification: 0

Recommended Vendor(s):

Legacy Contracting LP \$130.63 average price per hour

Nancy Corwin

Nancy Corwin, Buyer

July 18, 2011

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/11		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Nancy Corwin ext. 7137				
CAPTION				
To approve the purchase of Landscaping Services from Dyna-Mist Construction for the Sustainability Department using an existing contract/agreement with PISD in an amount not to exceed \$90,000 and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		0	51,440	0
Encumbered/Expended Amount		0	-41,327	0
This Item		0	-90,000	0
BALANCE		0	-79,887	0
FUND(s): WATER & SEWER, SUSTAINABILITY & ENVIRONMENTAL SERVICES				
COMMENTS: Sustainability & Environmental Services will be able to cover the remaining balance of this item through an interfund reimbursement with funds from savings in the current operating budget or Sustainability & Environmental Services Fund Balance if necessary. STRATEGIC PLAN GOAL: Establishing a landscape that conserves water and other natural resources at the Environmental Education Center relates to the City's goal of a Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff recommends the purchase of Landscaping Services from Dyna Mist Construction in an amount not to exceed \$90,000 for the Sustainability Department through an existing contract/agreement with PISD. 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. (PISD contract #2009-080 / City of Plano Internal Contract No. 2011-237-1)				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



MEMORANDUM

Date: August 1, 2011
To: Nancy Corwin, Buyer, Purchasing Department
From: Heather Merchant, Environmental Education & Community Outreach Manager
Re: Recommendation concerning Environmental Education Center Landscape

Representatives from Parks, Facilities, and Sustainability & Environmental Services met to review the Dyna-Mist Construction proposal in an amount not to exceed \$90,000 to install the landscaping at the Environmental Education Center as the landscaping was not included in the construction bid.

Since Dyna-Mist Construction is an approved contractor through the Cooperative Purchasing Agreement we hold with the Plano Independent School District, the unanimous recommendation was to accept the quote from Dyna-Mist Construction for the following reasons:

1. Bill Dakin, Parks Department Project Manager, felt the quote was generally in line with quotes they get for similar work for Parks projects.
2. Dyna-Mist Construction has an excellent track record and history with the Parks department. They are easy to work with, dependable, do high quality work above and beyond what is required and get it done on time within budget. They have never defaulted or not finished a project with Parks, and have done many.
3. It is imperative that we get the erosion control in place ASAP to avoid fines associated with the stormwater permit.
4. Dyna-Mist Construction can complete the project in September so that the dedication can be scheduled in October and the department can begin actively marketing the facility for rental.

In the event the City Council does not approve this expenditure, the Environmental Education Center will be left in its current state, which could negatively impact the marketability of the facility and jeopardize the LEED Platinum certification.

x: Nancy Nevil, Director of Sustainability & Environmental Services
Bill Dakin, Parks Project Manager

Cc: Nancy Nevil, Sustainability & Environmental Services Director



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/11		
Department:		Public Works		
Department Head		Gerald P. Cosgrove		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5989.1
CAPTION				
To approve and authorize Contract Modification No. 1 for the purchase of Engineering Services for Park Boulevard Corridor Intersection Improvements in the amount of \$30,915 from Pacheco Koch Consulting Engineers, Inc. This modification will provide for additional easement surveying.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	45,022	662,000	2,000,000	2,707,022
Encumbered/Expended Amount	-45,022	-278,465	0	-323,487
This Item	0	-30,915	0	-30,915
BALANCE	0	352,620	2,000,000	2,352,620
FUND(S): STREET IMPROVEMENT CIP				
COMMENTS: Funds are included in the 2010-11 Street Improvement CIP. This contract modification, in the amount of \$30,915, will leave a current year balance of \$352,620 for the Park Boulevard Corridor Improvements project.				
STRATEGIC PLAN GOAL: Engineering services for Park Boulevard Corridor Improvements relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Additional design services are required for additional easement surveying and field note preparation necessary to complete the construction documents for the Park Boulevard Corridor Intersection Improvements project. This modification will provide the documents needed to obtain three additional street easements and eighteen additional temporary construction easements for the project.				
The original contract amount was \$298,942.00. The Public Works Department is seeking City Council approval of this first modification because the amount of the modification increase exceeds \$25,000.00. The revised contract amount is \$329,857.00.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Contract Modification			N/A	

CONTRACT MODIFICATION

**PARK BOULEVARD CORRIDOR – INTERSECTION IMPROVEMENTS
PROJECT NO. 5989.1**

**PURCHASE ORDER NO. 103846
CIP NO. 33-37779**

This shall serve as a **First** Modification to the Contract between the City of Plano, Texas (hereinafter "City"), and **Pacheco Koch Consulting Engineers, Inc.** (hereinafter "Consultant"), dated August 9, 2011 for Professional Engineering Services for the referenced project (hereinafter "Project").

Services:

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

Add easement surveying for three (3) additional Street Easement tracts and eighteen (18) additional Temporary Construction Easement tracts to the existing contract Scope of Services. In accordance with the existing contract the additional Street Easement tracts will be paid at \$1,935 per each and the additional Temporary Construction Easement tracts will be paid at \$1,395 per each.

Compensation:

For additional services provided pursuant to this Modification, City shall pay Consultant an amount not to exceed \$30,915. Such payment shall be made in accordance with the payment terms specified in the Contract.

Additional Street Easements	3 Each @ \$1,935 = \$ 5,805
Additional Temporary Construction Easement	18 Each @ \$1,395 = <u>\$ 25,110</u>
Total	\$ 30,915

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

Original Contract Amount	\$ <u>298,942.00</u>
Contract Amount (Including Previous Modifications)	\$ <u>298,942.00</u>
Amount, Modification No. 1	\$ <u>30,915.00</u>
Revised Contract Amount	\$ <u>329,857.00</u>
Total Percent Increase Including Previous Modifications	<u>10.34%</u>

Authority to Sign:

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

CITY OF PLANO

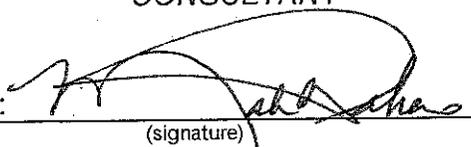
**PACHECO KOCH CONSULTING
ENGINEERS, INC.**

OWNER

CONSULTANT

By: _____

(signature)

By:  _____

(signature)



Print

Name: BRUCE D. GLASSCOCK

Print

Name: MARK A. PACHECO, P.E., R.P.L.S.

Print

Title: CITY MANAGER

Print

Title: PRESIDENT

Date: _____

Date: 08/09/2011

APPROVED AS TO FORM:

By: _____

Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on the 9th day of August, 2011, by **MARK A. PACHECO, P.E., R.P.L.S., PRESIDENT** of **PACHECO KOCH CONSULTING ENGINEERS, INC.**, a TEXAS Corporation, on behalf of said corporation.



Brittany Madison
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF COLLIN

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

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2011		
Department:		Purchasing		
Department Head		Diane Palmer-Boeck		
Agenda Coordinator (include phone #): Bev Rogers ext. 7376				
CAPTION				
To Tucker & Associates, LLC, increasing the contract by \$11,000 for additional projects, Change Order No. 1. Original Bid No. 2008-121-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 10/11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	243,639	0	243,639
Encumbered/Expended Amount	0	-192,216	0	-192,216
This Item	0	-11,000	0	-11,000
BALANCE	0	40,423	0	40,423
FUND(S): CONVENTION & TOURISM FUND				
<p>COMMENTS: Funds are available to cover additional expenses incurred from Super Bowl XLV representation, travel writer hosting and other additional projects that the Plano Convention and Visitors Bureau has requested its contracted public relations firm, Tucker & Associates, to undertake. Offsetting reductions have been found in the CVB's Convention Services budget.</p> <p>STRATEGIC PLAN GOAL: Partnering with an established public relations firm to maximize the reach of marketing for Plano destinations relates to the City's goal of a Financially Strong City with Service Excellence and a Strong Local Economy.</p>				
SUMMARY OF ITEM				
The Plano Convention and Visitors Bureau staff request an increase in contract 2008-121-B for additional projects in the amount of \$11,000, bringing the total contract cap to \$59,000.				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



PLANO

convention & visitors bureau

MEMORANDUM

Date: August 12, 2011

To: Diane Palmer-Boeck, Chief Purchasing Officer

Through: Amy Fortenberry, Director Parks and Recreation

From: Mark W. Thompson, Manager CVB

Subject: Servicing Contract Increase

The Plano Convention and Visitors Bureau is currently under contract with Tucker & Associates for its public relations needs via competitive bid process 2008-121-B RFQ – Public Relations Firm Plano Convention and Visitors Bureau. The total contract fee plus expenses is \$48,000, which we would like to increase to \$59,000 so that we do not exceed this year's budget and the 2011-12 budget. We will offset this increase by using funds from Convention Servicing, 46-125-6304.

Due to unforeseen costs with the Super Bowl XLV event and travel expenses of the travel writers that we've been bringing throughout the year including the upcoming Plano Hot Air Balloon Festival, we are requesting an increase.

We have requested the PR firm be the point of contact and to cover all costs upfront associated with the media press trips, which would include airline tickets, food and beverage, and incidentals. By allowing the PR firm to handle all costs upfront, it provides a streamlined process for completing and executing all the details associated with the media press trips. Unfortunately, as City employees we are unable to cover all costs (specifically food and beverage costs) due to the purchasing constraints of the P-Card.

If we are unable to increase the contract amount, we may have to cancel the current plans for the media press trip for the Plano Hot Air Balloon Festival and those planned in the future. Another option would be to have the Convention & Visitors Bureau request a sizable cash advance to cover food and beverage costs during this event, which would not be preferable over the current plan.

If you have any questions, please feel free to give me a call. Thank you for your consideration.



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2011		
Department:		Police Department		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the Police/School Liaison Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2011-12	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	107,917	107,917
BALANCE	0	0	107,917	107,917
FUND(S): GENERAL FUND (01.532)				
COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$107,917 for the funding of one (1) Police Officer assigned to the School Liaison Program from October 1, 2011 through September 30, 2012.				
STRATEGIC PLAN GOAL: The reimbursement of Plano Police School Liaison Officers in FISD schools located within Plano city limits relates to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefits.				
SUMMARY OF ITEM				
This Agreement is for the period of October 1, 2011 through September 30, 2012. It is an ongoing agreement in which for the fiscal year 2011-2012, FISD is contributing 100% of the funding for one (1) Plano Police Officer assigned to the School Liaison Program.				
List of Supporting Documents: Memo, Resolution, Exhibit "A" and Program Calculations			Other Departments, Boards, Commissions or Agencies	



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

MEMORANDUM

DATE: August 11, 2011
TO: LaShon Ross, Deputy City Manager
FROM:  Greg Rushin, Chief of Police
SUBJECT: Renewal of School Liaison Contract with Frisco Independent School District

The Plano Police Department has partnered with Frisco Independent School District to provide a school liaison officer at Fowler Middle School since 2006. Fowler Middle School is a Frisco Independent School District school within the Plano city limits.

School Liaison Officers (SLO) interact with students, teachers and administrators on a daily basis. They build relationships and rapport with the students to influence the students in a positive manner. The SLO is the first line of defense in major incidents that occur at the school and handle all issues that occur at the school.

Frisco Independent School District pays the entire cost of the SLO at Fowler Middle School.

I recommend that we renew the contract with Frisco Independent School District for the 2011-2012 school year.

FISD SCHOOL LIAISON PROGRAM -- FY 2011-12									
City of Plano Benefits Adjusted on 6/29/2011									
Officer for FISD in FY 2011-12 School Year	FY 2011-12 Salary (effec 10/1/11 - 9/30/12)	RSP 3.23%	TMRS 17.49%	Health Insur \$10,742 per emp	Group Life 1.07%	Medicare 1.45%	Disability .07%	OPEB/GASB future retiree health liability	Total Per Officer
Police Officer #1	\$ 73,868	\$ 2,386	\$ 12,920	\$ 10,742	\$ 790	\$ 1,071	\$ 52	\$ 1,980	\$ 103,809
On-Going Operating Expenses per Employee									
Office Supplies	\$ 700								
Uniform: replacement	\$ 850								
Minor Apparatus: replace.	\$ 400								
Ammunition	\$ 1,000								
Training: on-going	\$ 1,050								
Nat'l Assoc. of SLO	\$ 24								
Pager Rental	\$ 84								
O&M Per Officer	\$ 4,108								
TOTAL PERSONNEL & OPERATING EXPENSES FOR FY 2011-12 =				\$ 107,917					
CITY OF PLANO PORTION = 0%				\$ -					
FRISCO ISD PORTION = 100%				\$ 107,917	◀				
COST PER MONTH FOR FISD =				\$ 8,993.05	◀				
<i>(Applicable for October 1, 2011- September 30, 2012)</i>									

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the Police/School Liaison program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2011 between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Frisco Independent School District of the City of Frisco, an independent school district of Collin County, Texas (hereinafter called "FISD").

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, FISD and CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Liaison Officers, the CITY and FISD.

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

I.

SCOPE OF AGREEMENT

CITY shall provide one (1) employee who is a certified police officer for the School Liaison Program in the 2011-2012 fiscal year, to be assigned to duties described in the 2011-2012 Memo of Understanding, Administrative Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes.

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2011 and ending the 30th day of September 2012.

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

III.

PAYMENT FOR SERVICES

FISD shall pay CITY the sum of \$8,993.05 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 100% of one (1) certified police officer provided by the CITY.

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

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

IV.

INDEPENDENT CONTRACTOR

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

V.

INSURANCE

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

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2011-2012 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

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

VIII.

ASSIGNMENT OF AGREEMENT

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

IX.

WAIVER

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

X.

PLACE OF PERFORMANCE: VENUE

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

XI.

NOTICES

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

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

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

XII.

SEVERABILITY PROVISIONS

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

XIII.

MUTUAL HOLD HARMLESS

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

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

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

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

XIV.

ENTIRE AGREEMENT OF PARTIES

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

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

Approved as to Form:

City of Plano

By:

Diane Wetherbee, City Attorney

Bruce D. Glasscock, City Manager

Approved as to Form:

Frisco Independent School District

By:



Richard Wilkinson

Title:

Assistant Superintendent, Facilities and

Services

Frisco Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

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

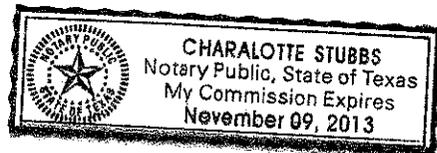
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 21 day of July 2011, 2011 by Richard Wilkinson, **Assistant Superintendent, Facilities and Finance of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Charlotte Stubb
Notary Public in and for the State of Texas



MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Frisco Independent School District
School Year 2011-2012

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2011-2012:

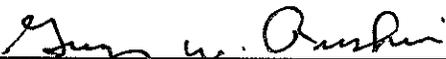
1. The School Liaison Officer (SLO) program is provided with the understanding that each school has different needs. School Liaison Officers will provide an approach that is most appropriate for the school they work and the circumstances they encounter. Officers and supervisors will coordinate with school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

Page 2
Administrative Guidelines
School Year 2011-2012

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

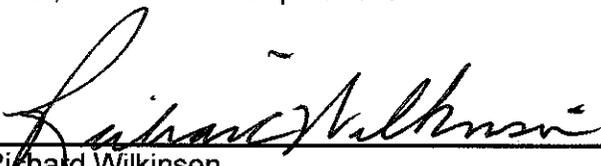
Nothing in this memorandum of understanding or the contract for police liaison services should be construed to prevent a police officer from acting solely as a law enforcement or peace officer, and when doing so the officer shall not be subject to the terms and conditions of this agreement. Nothing in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

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



Gregory W. Rushin
Chief, Plano Police Department

Date



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

Date

7/21/11

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

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

REVISION DATE: October 28, 2009

I. PURPOSE

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

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

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

b. Prevention

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

c. Rapport

- (1) SLOs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other's feelings and responsibilities should result from this communication.

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

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

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SLO.
- (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.

2. Secondary

- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School principals will be notified when the SLO is away from campus during school hours.
 - (2) SLOs will maintain a high state of visibility on school campuses. Before an SLO leaves the school campus he/she should receive approval from the SLO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
- b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SLO's school campus.
- c. SLOs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SLOs regarding custody situations must be done within their statutory authority.
- d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
- e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
- f. Be the campus advisor for the Crime Stoppers Program.
- g. Notify SLO Sergeant and principal(s) when an arrest is made on campus.
- h. When possible, divert juveniles from the criminal justice system to other social service agencies.
- i. Coordinate joint Department/school activities.
- j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
- k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
- l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
- m. Resolve specific problems or misunderstandings concerning the criminal justice system.
- n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
- o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

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

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

- p. Provide information to those needing help in areas not related to criminal justice.
- q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
- r. Counsel students and faculty members on school and/or personal problems.
- s. Perform other duties as necessary to achieve the goals of the program.

B. SLO Sergeant responsibilities

- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
- 2. Keep school district administrators informed of significant SLO activity.
- 3. Initiate scheduled visits with campus principals.
- 4. Inform designated school district administration personnel of notable activities of the SLOs and significant other police activities affecting schools.
- 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
- 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.

C. Offense Reporting and Calls for Service

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

D. Chain of Command

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

EFFECTIVE DATE: December 15, 1991

REVISION DATE: October 28, 2009

REVIEW DATE:

REVIEW SCHEDULE: Annual

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

E. SLO Transfers

1. On occasion, the necessity may arise for an SLO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SLO, and police department administration.
2. As stated above, SLOs will receive their supervision from the police department. It is the responsibility of the SLO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SLO can perform.
3. If a conflict should develop between an SLO and his/her campus administrators, the SLO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SLO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SLO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SLO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SLO and the SLO's supervisors.
6. The SLO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SLO to his/her new campus and provide introductions to the SLO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SLO at any time such move is deemed to be in the best interests of the police department and the SLO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SLO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SLO assignments will be based on unit seniority.

School Liaison Officer School Critique

School Liaison Officer Name: _____

Campus Officer is assigned: _____

School Year being evaluated: _____

1. Does the demeanor of the SLO encourage students and staff to speak with the SLO?

2. Is the SLO visible during mass gatherings? Examples: before and after school, during transit time between classes, during lunch recess, assemblies.

3. Additional Comments:

Form Completed by: _____ Date: _____



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2011		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the Police/School Liaison Program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	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	554,451	554,451
BALANCE	0	0	554,451	554,451
FUND(S): GENERAL FUND (01.532)				
COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$554,451 for 50% of the funding for nine (9) Police Officers and one (1) Sergeant assigned to the School Liaison Program at various PISD schools from October 1, 2011 through September 30, 2012. STRATEGIC PLAN GOAL: Reimbursement of Plano Police in PISD schools relates to the City's Goal of a Financially Strong City with Service Excellence and Partnering for Community Benefit.				
SUMMARY OF ITEM				
This Agreement is for the period October 1, 2011 through September 30, 2012. It is an ongoing agreement in which for the fiscal year 2011-2012, PISD is contributing 50% of the funding for nine (9) Plano Police Officers and one (1) Sergeant assigned to the School Liaison Program.				
List of Supporting Documents: Memo, Resolution, Exhibit "A" and Program Calculations			Other Departments, Boards, Commissions or Agencies	



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

MEMORANDUM

DATE: August 11, 2011
TO: LaShon Ross, Deputy City Manager
FROM:  Greg Rushin, Chief of Police
SUBJECT: Renewal of School Liaison Contracts with Plano Independent School District

Since 1983, the Plano Police Department and Plano Independent School District have engaged in a partnership to provide police presence in the schools. Officers build relationships with the administrators, teachers and students in the school. They are the first line of defense in a critical incident and they handle criminal incidents that occur in the schools.

School Liaison Officers are assigned to the three Senior High Schools, five High Schools and the Special Programs facility. The cost of these nine officers is shared equally between the City of Plano and Plano Independent School District.

I recommend that we renew the contracts with Plano Independent School District for the 2011-2012 school year.

ESTIMATED PISD SCHOOL LIAISON COSTS -- FY 2011-12									
City of Plano FY 2011-12 Benefits Adjusted on 6/29/2011									
Officers for PISD in FY 2011-12 School Year	FY 2011-12 Salary (effec 10/1/11 - 9/30/12)	RSP 3.23%	TMRS 17.49%	Health Insur \$10,742 per emp	Group Life 1.07%	Medicare 1.45%	Disability .07%	OPEB/GASB future retiree health liability (adj. 6/8/11)	Total Per Officer
Officer #1	\$ 73,868	\$ 2,386	\$ 12,920	\$ 10,742	\$ 790	\$ 1,071	\$ 52	\$ 1,980	\$ 103,809
Officer #2	\$ 73,368	\$ 2,370	\$ 12,832	\$ 10,742	\$ 785	\$ 1,064	\$ 51	\$ 1,980	\$ 103,192
Officer #3	\$ 74,369	\$ 2,402	\$ 13,007	\$ 10,742	\$ 796	\$ 1,078	\$ 52	\$ 1,980	\$ 104,426
Officer #4	\$ 74,369	\$ 2,402	\$ 13,007	\$ 10,742	\$ 796	\$ 1,078	\$ 52	\$ 1,980	\$ 104,426
Officer #5	\$ 70,869	\$ 2,289	\$ 12,395	\$ 10,742	\$ 758	\$ 1,028	\$ 50	\$ 1,980	\$ 100,111
Officer #6	\$ 73,368	\$ 2,370	\$ 12,832	\$ 10,742	\$ 785	\$ 1,064	\$ 51	\$ 1,980	\$ 103,192
Officer #7	\$ 74,369	\$ 2,402	\$ 13,007	\$ 10,742	\$ 796	\$ 1,078	\$ 52	\$ 1,980	\$ 104,426
Officer #8	\$ 73,368	\$ 2,370	\$ 12,832	\$ 10,742	\$ 785	\$ 1,064	\$ 51	\$ 1,980	\$ 103,192
Officer #9	\$ 70,869	\$ 2,289	\$ 12,395	\$ 10,742	\$ 758	\$ 1,028	\$ 50	\$ 1,980	\$ 100,111
Sergeants									
Sgt. #1	\$ 83,541	\$ 2,924	\$ 13,901	\$ 10,742	\$ 794	\$ 1,211	\$ 58	\$ 2,016	\$ 115,188
<i>1 Sergeant at top-of-range</i>									
SAL & BENE FOR FY 2011-12	\$ 742,358	\$ 24,204	\$ 129,128	\$ 107,420	\$ 7,843	\$ 10,764	\$ 520	\$ 19,836	\$ 1,042,073
TOTAL SALARY	\$ 742,358								
TOTAL RSP		\$ 24,204							
TOTAL TMRS			\$ 129,128						
TOTAL HEALTH INSUR.				\$ 107,420					
TOTAL GROUP LIFE					\$ 7,843				
TOTAL MEDICARE						\$ 10,764			
TOTAL DISABILITY							\$ 520		
TOTAL BENEFITS FOR FY 2011-12								\$ 19,836	\$ 299,715
FY 2011-12 TOTAL SAL. + BENE.									
=	\$ 1,042,073								
FY-2011-12 O&M Expenses									
	Cost per Employee	Total for 10 on-going personnel							
Personal Issue O&M									
Office Supplies	\$ 700	\$ 7,000							
Uniform: replacement	\$ 850	\$ 8,500							
Minor Apparatus: replace.	\$ 400	\$ 4,000							
Ammunition	\$ 1,000	\$ 10,000							
Training: on-going	\$ 1,050	\$ 10,500							

Natl Assoc. of SLO	\$	24	\$	240				
Pager Rental	\$	84	\$	840				
O&M Per Officer	\$	4,108	\$	41,080				
Vehicle Expenses	Cost Per Vehicle							
Vehicle Depreciation for 1 Sgt	\$	8,750						
Vehicle Maintenance for 1 Sgt	\$	9,000						
Equipment in Vehicle O&M:	\$	500						
Equipment in Vehicle Depreciation: (DVR/MDC, Mobile Radio, Emerg Lights, Prisoner barrier/seat)	\$	7,500						
Vehicle Costs	\$	25,750						
Total FY 2011-12 SLO Program								
O&M: Personnel Issue Equip, Vehicle Costs	\$	66,830						
TOTAL PERSONNEL & OPERATING EXPENSES FOR FY 11-12 = \$1,108,903								
CITY OF PLANO PORTION = 50% OF FY 11-12 TOTAL COSTS = \$554,451								
PISD REIMBURSEMENT = 50% OF FY 11-12 TOTAL COSTS= \$554,451								
PISD MONTHLY PAYMENT = 50% OF FY 2011-12 CONTRACT= \$46,204								
<i>(Applicable for October 1, 2011- September 30, 2012)</i>								

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the Police/School Liaison program; authorizing its execution by the City Manager, or his authorized designee; and providing an effective date.

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2011, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District of the City of Plano, an independent school district of Collin County, Texas (hereinafter called "PISD"). Together, the CITY and PISD shall be referred to as the "parties".

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code ("Act"), provides the authority to political subdivisions for contracts by and between each other to facilitate the governmental functions and services of said political subdivisions under the terms of the Act; and

WHEREAS, PISD and the CITY have the authority to enter into this Agreement under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities and obligations of the School Liaison Officers, the CITY and PISD.

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

I.

SCOPE OF AGREEMENT

CITY shall provide ten (10) employees who are certified police officers for the School Liaison Program in the 2011-2012 fiscal year, to be assigned to duties described in the 2011-2012 Memorandum of Understanding, Administrative Guidelines and Operational Guidelines, attached hereto as Attachment "1" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "2".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2011, and ending the 30th day of September 2012.

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

III.

PAYMENT FOR SERVICES

PISD shall pay CITY the sum of \$46,204.00 per month for twelve (12) months for services rendered. Payment for service shall be made no later than the 15th day of each month following the month in which service is rendered. This payment is for 50% of nine (9) certified police officers and one (1) sergeant provided by the CITY.

PISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event a liaison officer is absent due to sick leave, training, subpoena or court appearance, compensation

time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If a liaison officer is absent more than fifteen (15) consecutive school days, the liaison officer shall be replaced or payment shall be reduced on a prorated basis.

In the event CITY exercises its right to reassign one or more liaison officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than fifteen (15) consecutive school days, payment for service shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

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

V.

INSURANCE

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

VI.

AVAILABILITY OF FUNDS

Funds are not presently budgeted for performance under this Agreement beyond the end of the 2011-2012 fiscal year. PISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

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

VIII.

ASSIGNMENT OF AGREEMENT

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

IX.

WAIVER

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

X.

PLACE OF PERFORMANCE: VENUE

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

XI.

NOTICES

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

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

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

XII.

SEVERABILITY PROVISIONS

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

XIII.

MUTUAL HOLD HARMLESS

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

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

It is the intention of both parties that this mutual hold harmless clause shall be interpreted to mean each party shall be responsible for the actions of each party's own employees, officials, officers, and agents. The parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIV.

ENTIRE AGREEMENT OF PARTIES

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

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

Approved as to Form:

City of Plano

By:

Diane Wetherbee, City Attorney

Bruce D. Glasscock, City Manager

Approved as to Form:

Plano Independent School District

By:

Attorney for PISD


Cathy Galoway

Title:

Associate Superintendent/PISD

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

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

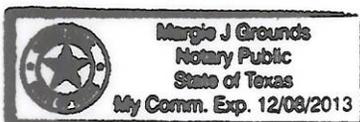
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 26th day of July, 2011 by Cathy Galloway, **Associate Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

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



MEMORANDUM OF UNDERSTANDING
Administrative Guidelines
Plano Police Department – Plano Independent School District
School Year 2011-2012

The following administrative guidelines are adopted for the School Liaison Officer program during school year 2011-2012:

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

Page 2
Administrative Guidelines
School Year 2010-2011

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

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

The officer's actions and options are governed by the laws of the State of Texas and police department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date

Cathy Galloway

7-20-11

Cathy Galloway
Associate Superintendent - District Services
Plano Independent School District

Date

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

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

REVISION DATE: October 28, 2009

I. PURPOSE

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

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

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

b. Prevention

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

c. Rapport

- (1) SLOs are responsible for establishing a viable and workable communications link between students, the police department, and the school district. Ideally, this link will create a free-flow of information between all parties. A greater understanding of other’s feelings and responsibilities should result from this communication.

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

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

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

REVISION DATE: October 28, 2009

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SLO.
 - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
 - (1) All leave and training must be approved by a supervisor. School principals will be notified when the SLO is away from campus during school hours.
 - (2) SLOs will maintain a high state of visibility on school campuses. Before an SLO leaves the school campus he/she should receive approval from the SLO Sergeant.
 - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
 - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SLO's school campus.
 - c. SLOs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SLOs regarding custody situations must be done within their statutory authority.
 - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
 - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
 - f. Be the campus advisor for the Crime Stoppers Program.
 - g. Notify SLO Sergeant and principal(s) when an arrest is made on campus.
 - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
 - i. Coordinate joint Department/school activities.
 - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
 - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
 - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
 - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
 - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
 - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

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

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

REVISION DATE: October 28, 2009

- p. Provide information to those needing help in areas not related to criminal justice.
 - q. Counsel students, parents, principals, and teachers to resolve specific problems or misunderstandings concerning the criminal justice system.
 - r. Counsel students and faculty members on school and/or personal problems.
 - s. Perform other duties as necessary to achieve the goals of the program.
- B. SLO Sergeant responsibilities**
- 1. Coordinate activities with school district staff to ensure the goals of the Department and school district are being met in the most effective and efficient manner possible.
 - 2. Keep school district administrators informed of significant SLO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SLOs and significant other police activities affecting schools.
 - 5. Assign and schedule officers to specific campuses, in coordination with school district administration, to ensure the best working relationship is maintained.
 - 6. Sergeants will directly notify either the SSD Lieutenant or school district administration when inclement weather may impair the safe transportation of students.
- C. Offense Reporting and Calls for Service**
- 1. SLOs are responsible for generating reports on offenses occurring at their schools. To this end, SLOs shall encourage school personnel and students to report offenses to them.
 - 2. Under certain circumstances, patrol officers may answer calls for service at schools. These include, but are not limited to the following:
 - a. If the call was received by PSC and not reported to the SLO;
Note: PSC will not hold calls for notification of the school officer. A beat unit will be assigned to the call.
 - b. If the call will remove the SLO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SLO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SLOs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SLOs will not transport prisoners whenever possible; however, the SLO will have arrest reports and other needed paperwork completed prior to calling a patrol officer for transport.
 - 4. Occasionally, criminal mischief and burglary of motor vehicle offenses occur on campus parking lots. Although SLOs are not prohibited from handling calls on the parking lot, they are not responsible for these type calls. If the campus has a parking lot officer, that officer will complete the reports; otherwise a beat officer will be dispatched.
- D. Chain of Command**

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

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

REVISION DATE: October 28, 2009

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

E. SLO Transfers

1. On occasion, the necessity may arise for an SLO to be transferred from a campus or totally removed from the program. An event of this type can be distressing to all parties involved, including students, school district administrators and staff, the SLO, and police department administration.
2. As stated above, SLOs will receive their supervision from the police department. It is the responsibility of the SLO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SLO can perform.
3. If a conflict should develop between an SLO and his/her campus administrators, the SLO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SLO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SLO to be transferred or removed will be directed to the Chief of Police. At the discretion of the Chief of Police, an internal investigation may be initiated to gather facts relating to the situation.
5. No SLO shall be reassigned without approval of the Chief of Police or designee. If it is agreed that a reassignment is necessary, the Chief of Police will provide written notification to school district administration. This notification will include the reasons for the reassignment and the expected effective date. Copies of the notification will be provided to the affected SLO and the SLO's supervisors.
6. The SLO sergeant will immediately notify the school principals of the reassignment and the expected effective date. The sergeant may briefly explain the reasons for the reassignment. At least two days prior to the effective date, when practicable, the sergeant will accompany the SLO to his/her new campus and provide introductions to the SLO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SLO at any time such move is deemed to be in the best interests of the police department and the SLO program.

F. Summer Recess, holidays, and other non-school days

Command staff will determine where an SLO will be assigned when school is not in session. Assignments will be based on Departmental needs and priorities (Patrol, Traffic, Warrants, PSU, etc.) Individual SLO assignments will be based on unit seniority.

School Liaison Officer School Critique

School Liaison Officer Name: _____

Campus Officer is assigned: _____

School Year being evaluated: _____

1. Does the demeanor of the SLO encourage students and staff to speak with the SLO?

2. Is the SLO visible during mass gatherings? Examples: before and after school, during transit time between classes, during lunch recess, assemblies.

3. Additional Comments:

Form Completed by: _____ Date: _____

MEMORANDUM OF UNDERSTANDING
Operational Guidelines
Plano Police Department – Plano Independent School District
School Year 2011-2012

The following operational guidelines are adopted for operations by and between the Plano Police Department and the Plano Independent School District ("Plano ISD" or "School") during school year 2011-2012. In all situations, Plano ISD authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure.

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

Guideline – A District administrator shall notify the police. The officer shall determine if the elements of justifying an arrest or issuance of a notice to appear are present. If those elements are present, the officer shall have the discretion to arrest, issue a notice to appear, or file the charge at large. The District administrator or staff member witnessing the offense may be required to provide a witness statement if enforcement action is taken, and may be later called as a witness if the matter proceeds to court.

A School administrator who believes that a person on School property or at a School-related event is intoxicated will notify the police. The responding officer will determine whether the elements justifying an arrest for public intoxication exist. If the elements exist, the officer will arrest and remove the person from School property or the School-related event. If the officer determines that the elements do not exist, the issue will be handled by district officials in accordance with the Plano ISD *Student Code of Conduct*.

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

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

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

Guideline – Police officers who observe Class C misdemeanors on School property will take action as indicated by departmental policy and procedures. Any decision by the officer not to arrest or issue a citation is not determinative of any action taken by the district under the Plano ISD *Student Code of Conduct*.

Page 2
Operational Guidelines
School Year 2011-2012

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

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

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

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

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

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

6. Incident – Trespasser on School property.

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

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

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

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

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

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

9. Incident – Indecent exposure or other sexual offenses.

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

10. Incident – Bomb threats.

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

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

11. Incident – Drug Interdiction Program.

Guideline – Plano ISD has an active drug interdiction program using District-owned narcotics detection canines and District handlers. Officers, when called to the scene of a drug interdiction incident, will take appropriate action according to state law and departmental policy and procedures.

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

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

These operational guidelines are generated in an effort to provide a consistent response to the most common events occurring on Plano ISD campuses. However, there will be instances where circumstance will dictate a different response by both officers and administrators and instances that are not encompassed by these guidelines. Both officers and administrators are encouraged to contact their respective supervisors with questions regarding these operational guidelines or instances not addressed herein. Further, any decision by the Plano Police Department not to arrest or issue a citation is not determinative of any action taken by the Plano ISD under its *Student Code of Conduct*.

Gregory W. Rushin
Chief, Plano Police Department

Date

Cathy Galloway

Cathy Galloway
Associate Superintendent – District Services
Plano Independent School District

7-20-11

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

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

REVISION DATE: February 4, 2009

I. PURPOSE

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

II. POLICY

If an interview with a student is to be conducted at a school, it is the policy of the Department to notify school officials. School officials may be notified after contact has been made with a student if the time or circumstances do not allow for prior notification. Such circumstances may include, but are not limited to, situations involving an imminent threat of serious bodily injury, death, or violence. Notification of school officials may also be delayed if the investigating officer determines that such notification may interfere with an investigation. The investigating officer must receive supervisory approval to delay notification to school officials when exigent circumstances do not exist.

III. PROCEDURE

- A. Prior to interviewing any student at a school, the interviewing officer will contact the principal or vice principal of the school concerned when the circumstances do not call for an immediate police response or action be taken.
 - 1. The interviewing officer will notify the school official that the officer needs to interview a student pursuant to an official police investigation, identify the student, and request the official to produce the student for the interview.
 - 2. As needed, the interviewing officer may seek the assistance of a School Liaison Officer (SLO) for the purpose of ascertaining the student's schedule, arranging for an interview location, and/or providing needed background information. In no case, however, will the SLO be responsible for the notification required above.
- B. Except as noted in Section F below, PISD policy requires a school official to notify the parent/guardian of a student produced for interview by a police officer. This is regardless of the student's age.
 - 1. If the parent objects to the interview, the interviewing officer will be notified immediately, and the interviewing officer will speak directly with the parent/guardian prior to any further interview.
 - 2. In no case will a school official be placed in the position of serving as an intermediary between the parent/guardian and the officer.
- C. A school official may ask to sit in on an interview with the student, but this will be at the discretion of the interviewing officer. In case of a conflict over this matter, the officer will notify his/her supervisor. The supervisor will attempt to resolve the conflict through appropriate contact with a school administrator.
- D. It is the responsibility of the interviewing officer to notify the parent/guardian after the interview has concluded.
- E. If a juvenile is taken into custody the officer shall comply with Texas Family Code 52.02 (b) which requires prompt parental notification and a statement of the legal reason for taking the child into custody.
- F. An exception to the contact policy exists when articulable circumstances lead the officer to believe the notification would put the student at risk or could otherwise hinder the investigation.
- G. Other Considerations
 - 1. This directive is not intended to inhibit school liaison officers (SLOs) from investigating crimes and interviewing students or to hamper the special relationship an SLO has with his/her

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

EFFECTIVE DATE: March 1, 2000

REVISION DATE: February 4, 2009

REVIEW DATE:

AFFECTS: Sworn Personnel

school. That notwithstanding, an SLO who is conducting an interview of a student pursuant to an official investigation is under the same obligation to notify the appropriate school official as any other investigating officer.

2. At any time an officer becomes aware of a crime which is of a "high profile" nature and which may draw unusual public, media, or political attention, the officer shall notify his/her supervisor immediately. Such crimes will be referred to CISD for investigation. SLOs are specifically prohibited from conducting extensive or prolonged investigations, especially those which may result in excessive public, media, or political attention.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

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

REVISION DATE: May 30, 2006

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

I. POLICY

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

II. PROCEDURES

A. Notification of Bomb Threat

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

B. Notification of Actual Bomb Emergency

1. While the method of notification may vary, the Department member receiving the report shall:
 - a. Record as much information as possible regarding:
 - (1) The exact location of the bombing,
 - (2) The extent of injury and damage,
 - (3) Identification and location of the reporting person.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- b. Immediately notify Public Safety Communications personnel.
- 2. Public Safety Communications will notify the following personnel by telephone or personal contact when possible:
 - a. The patrol sergeant and district squad affected,
 - b. The Patrol Shift Supervisor in the affected sector. In the absence of the sector sergeant, a supervisor from an adjacent sector will be notified along with the Watch Commander,
 - c. A member of the Criminal Investigative Services Division,
 - d. Hazardous Device Unit Bomb Technicians,
 - e. The Fire Department,
 - f. Commanders of the Patrol and Criminal Investigative Services Divisions,
 - g. The Field Operations Bureau Commander,
 - h. The person in charge of the involved property or facility affected unless this is the reporting party,
 - i. The Chief of Police
 - j. The local office of the FBI
 - k. Local hospitals, if injuries are extensive enough to exceed normal operating capacities.
- C. Responsibilities
 - 1. Employee taking the initial call for service
 - a. Employees that receive calls from general public shall maintain a City of Plano Bomb Threat Info Sheet near their phone (found with PPD forms).
 - b. Maintain a calm and professional demeanor when taking the call. Notes should be kept indicating times, places, and other pertinent facts regarding the incident.
 - c. The call taker should attempt to ascertain the location of the bomb and detonation time.
 - d. If an employee of the Police Department receives the actual bomb threat, the call taker should pay attention to distinctive speech patterns of the caller and listen for any background noises.
 - e. If an employee of the Police Department receives the actual bomb threat, he/she should attempt to keep the caller on the line for as long as possible and try to find out the reason for the bomb threat or actual bomb placement, i.e. what he/she is attempting to achieve through this action.
 - 2. Responding Police Units
 - a. When patrol personnel arrive at the scene they shall advise communications of the situation. **Radio, MDT, and cellular phone use must be avoided and notification made through use of the nearest available telephone. Responding units should turn off all radios, MDCs, and cellular phones. Bomb investigations personnel may also request that pagers be disabled.**
 - b. The shift sergeant and one on-duty patrol officer will respond to the call.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

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

REVISION DATE: May 30, 2006

- c. The shift sergeant will determine if additional patrol units are needed at the scene and determine if specialized units are needed, i.e., criminal investigators, bomb disposal, or evidence technicians.
- d. The first units to arrive will:
 - (1) Establish a security perimeter,
 - (2) Organize a search team if needed,
 - (3) Coordinate with the Fire Department, and
 - (4) Arrange for post-explosion notifications if the device has already detonated.
3. Determination of Actions to Be Taken
 - a. The victim or complainant will be responsible for determining what action he/she wishes to take with respect to evacuation, searching the building or disregarding the threat. Officers at the scene will provide any reasonable assistance.
 - b. The supervisor at the scene may request that the management clear the building. If management will not comply, the name and identification of the person contacted with the request shall be noted. If a bomb is located or there is strong evidence that a bomb is on premises the supervisor may order evacuation of the building.
 - c. Calling for mutual aid assistance may, in some instances, be necessary and will be done based upon the recommendations of the Hazardous Devices Unit Bomb Technicians.
4. Searching the Premises
 - a. If the victim or complainant determines that he/she wishes to have the building searched, he/she will provide persons who are familiar with the area to assist in the search.
 - b. The on-scene supervisor will designate search teams based on the number of personnel available and the size and complexity of the area to be searched. The search pattern shall be coordinated to avoid repetition. If possible, a copy of the building floor plan should be used to assist in planning the search.
 - c. Searchers shall be instructed to not use radios or cellular phones and to not smoke. Searchers should be warned not to change the environment of the area to be searched such as turning light switches off or on. Flashlights should be used if auxiliary light is needed.
 - d. All areas open to the public should be given special attention: restrooms, trash receptacles, stairwells, elevator shafts, etc. If possible, workers should be asked to check their own work areas for suspicious or unusual objects.
 - e. Searchers shall use extreme caution not to disturb any suspicious package that may be located. If the search reveals any item that could possibly be an explosive device, searchers should not attempt to remove or disarm it in any way. Searchers should note the location of the device, exit the area, and notify Hazardous Device Unit personnel.
 - f. Upon completion of the search, if a device is not found, the complainant should be informed that the search revealed nothing. The complainant or manager of the building must decide if re-occupation of the area is to be permitted.

D. Reports

1. The primary officer will prepare an Offense report at the completion of the incident response.

**ADMINISTRATIVE DIRECTIVE – 112.002
BOMB THREATS**

EFFECTIVE DATE: October 15, 1991

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

2. The on-scene supervisor shall complete an after action report to the Chief. The report shall identify the extent of personnel and resources utilized and identify any deficiencies in departmental policy or procedure relative to the incident.

MEMORANDUM OF UNDERSTANDING
Campus Crime Stoppers Program
Plano Police Department – Plano Independent School District
August 24, 2011 to August 24, 2012

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

The following agreement is adopted for the period starting August 24, 2011 to August 24, 2012.

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

Gregory W. Rushin
Chief, Plano Police Department

Date


Cathy Galloway
Associate Superintendent - District Services
Plano Independent School District

7-26-11

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		08/22/2011		
Department:		Police Department		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of the Police Training Center Operating Agreement by and between the City of Plano and City of Richardson; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Amending and restating the agreement with the City of Richardson for the Police Training Center relates to the City's goal of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The purpose of this Police Academy Operating Agreement is to identify the responsibilities and financial obligations of the cities.				
List of Supporting Documents: Memo, Resolution and Agreement			Other Departments, Boards, Commissions or Agencies	



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099

MEMORANDUM

DATE: August 10, 2011

TO: Lashon Ross, Deputy City Manager

FROM:  Gregory W. Rushin, Chief of Police

SUBJECT: Renewal of Operating Agreement for the Plano/Richardson Police Training Center

The City of Plano Police Department and the City of Richardson Police Department have had a close working relationship for many years. The Plano/Richardson Police Training Center has been a long standing cooperative effort between the two agencies since the early 1990s. Since the inception of the Training Center the operation of the facility has been governed by a Joint Operating Agreement that runs for a period of ten years. The Agreement provides for the methods by which the agencies use, operate, maintain, and manage the Training Center. It is again time to renew the Joint Operating Agreement.

The term of this Agreement shall again be for a period of ten years beginning October 1, 2011. Further, Article II of the Agreement not only states the term of the Agreement, but stipulates as to the method by which a party withdraws from the Agreement and how a financial settlement is handled upon withdrawal. Article III provides for a Board of Managers, Training Committee, facility management, maintenance and operating fund plus development of the operating budget, capital improvements, annual audits, overtime cost, and ownership of the real property and improvements. Article IV covers miscellaneous areas such as hold harmless and indemnification, severability, and governing law.

Because of the benefits associated with the joint operation of the Training Center I am recommending renewal of the Operating Agreement for another ten-year term. Over the years this has allowed both agencies to operate a quality training center while sharing costs. Further, this has also promoted a close working relationship between both agencies that has been mutually beneficial in other operational areas besides the Training Center.

Please advise if you have additional questions or are in need of further discussion.

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of the Police Training Center Operating Agreement by and between the City of Plano and City of Richardson; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

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

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

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

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

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

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

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

DULY PASSED AND APPROVED this the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

EXHIBIT "A"

STATE OF TEXAS	§	
	§	POLICE TRAINING CENTER
COUNTIES OF COLLIN	§	OPERATING AGREEMENT
AND DALLAS	§	

This Operating Agreement (the "Agreement") is by and between the City of Plano ("Plano") a Texas home-rule municipal corporation, and the City of Richardson ("Richardson"), a Texas home-rule municipal corporation (collectively referred to as the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, the Parties previously entered into that certain Second Amended and Restated Agreement (the "Second Amended and Restated Agreement") on November 27, 2007, for the joint operation and maintenance of the Plano/Richardson Police Training Center, formerly known as the Tri-City Police Academy (the "Training Center"), located on F.M. 544 in the city limits of Plano; and

WHEREAS, the Parties desire to amend and restate the Second Amended and Restated Agreement as set forth herein; and

NOW, THEREFORE, for and in consideration of performance of the mutual covenants, obligations and undertakings by each of the respective parties to this Agreement the Parties agree as follows:

**Article I
Purpose**

The purpose of this Agreement is to provide for the methods by which the Parties will use, operate, maintain and manage the Training Center and for the reimbursement of certain costs upon termination of this Agreement.

**Article II
Term of this Agreement**

2.1 The term of this Agreement shall be for a period of ten (10) years beginning October 1, 2011, unless sooner terminated as provided herein. Either Party may withdraw from this Agreement upon the giving of notice in writing to the other Party twelve (12) calendar months prior to the date of withdrawal. Except as otherwise provided herein, a withdrawing Party shall no longer be bound by any of the provisions herein after the date of withdrawal.

2.2 Upon the withdrawal from or non-renewal of this Agreement, the Parties agree that Plano shall continue to own the real property (land) upon which the Training Center is located. All improvements, either capital or otherwise, made to the Training Center during the term of the Operating Agreement or this Agreement shall become the property of Plano. All

capital improvements constructed as a result of the Operating Agreement or during this Agreement shall be appraised to determine their fair market value. Plano shall, within 30 days after the Richardson withdrawal date, pay to Richardson a sum equal to one-half (1/2) of the fair market value of all capital improvements made to or in the Training Center. If the Parties cannot agree upon an appraiser within thirty (30) days after the Richardson notice of withdrawal, then each Party shall appoint an appraiser holding the MAI designation or successor, within fifteen (15) days after the expiration of such thirty (30) day period. Each of the two appraisers shall then independently determine the fair market value. If the two appraisers cannot agree upon the fair market value within thirty (30) days after they have been appointed, the fair market value shall be the average of the fair market value determined by each of the two appraisers.

Article III Training Center Operations

3.1 Board of Managers. The Police Chiefs of Plano and Richardson shall comprise the Board of Managers of the Training Center. The Board of Managers shall have the duty to develop, plan, maintain, operate and generally manage the Training Center, as well as to develop, implement, and enforce a set of procedures and policies governing operations of the Training Center. The Board of Managers may appoint committees as necessary to perform these duties.

3.2 Training Committee. The Police Chiefs of Plano and Richardson shall each appoint a representative from their respective departments to the Training Committee of the Training Center. The Training Committee shall consist of four members, two members appointed by the Plano Police Chief and two members appointed by the Richardson Police Chief. The chairperson of the Training Committee shall rotate between the two cities annually. The Chairperson of the Training Committee, or the designated representative, shall be responsible for the day-to-day supervision and operation of the Training Center training program.

3.3 Facility Management. The buildings comprising the Training Center shall be managed by a facility manager appointed by the Plano Police Chief, or designee.

3.4 Usage of Facilities. The use of the Training Center shall be restricted to the Parties except with the prior written unanimous consent of the Board of Managers. Any use by an additional party shall be on a temporary basis only. Additional parties utilizing the facility shall pay all costs associated with such use as determined by the Board of Managers, and shall in writing indemnify and hold Plano and Richardson harmless from any claim, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers which caused bodily injury, death or property damage occurring at the Training Center or while traveling to or from the Training Center.

3.5 Maintenance and Operating Fund. For each fiscal year that this Agreement is in effect there shall be established by the Board of Managers a maintenance and operating fund (the "Fund") for the purpose of meeting all financial obligations relating to operation of the Training Center for such fiscal year. The Fund shall be maintained and administered by Plano using generally accepted accounting and financial standards and practices. Consistent with Chapter 791

of the Texas Government Code, as amended, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

3.6 Operating Budget. (a) Prior to February 15 of each calendar year that this Agreement is in effect, Plano shall cause to be prepared and submitted to Richardson for its approval a proposed Operating Budget for the ensuing fiscal year. This Operating Budget shall include all estimated expenses to be incurred in operating the Training Center for such year. Personnel costs, if any, included in said budget, shall include only costs directly attributable to supervision, operation, and maintenance of the facility.

(b) Plano and Richardson shall proportionally share the Operating Budget. The individual share of each Party shall be determined on a percentage basis by the use of a fraction, the numerator of which shall be the total number of budgeted, full-time authorized personnel (both civil and non-civil service) in the City's police department and the denominator of which is the total number of budgeted, full-time authorized personnel in the two participating police departments. For purposes of this Agreement, these numbers shall be the number of budgeted full-time authorized personnel as of January 1 of each calendar year.

(c) On or before October 5 of each calendar year, Plano and Richardson shall each render one-half (1/2) of their respective share of the Operating Budget to the Fund. Plano shall account, manage, invest, and otherwise treat the Fund as if it were a fund of Plano, but shall segregate all transactions in order to provide for an auditable trail of all transactions. Plano shall prepare an analysis of the performance of the Fund for the prior fiscal year and provide a copy to Richardson. Within five (5) working days after April 1 of each calendar year, Plano and Richardson shall each render the remaining one-half (1/2) of their respective share of the Operating Budget, adjusted by any surplus or deficit which may have accrued from the prior six calendar months of such fiscal year.

3.7 Capital Improvement Budget. Plano shall prepare and submit to Richardson a Capital Improvement Budget for the Training Center prior to February 15 of each calendar year that this Agreement is in effect. A Capital Improvements Budget shall be prepared and submitted only if capital improvements are anticipated to be made to the Training Center during the ensuing fiscal year. Capital Improvements to be constructed on the Training Center site shall be constructed only in accordance with the Capital Improvements Budget. Any and all projects planned shall be approved by the City Councils of Plano and Richardson before construction may commence or before a contract may be let. All capital improvement costs shall be borne equally by Plano and Richardson. The debt service on the 2002, 2003, and 2005 series bonds for construction and expansion of the Training Center shall be borne equally by Plano and Richardson.

3.8 Annual Audits. Plano agrees to make all accounting records, transactions, and reports related to the Fund available for inspection by an authorized representative of Richardson during normal business hours. Plano further agrees to include all transactions relating to the Fund and other matters regarding the Fund in all financial disclosures, statements, and reports

prepared for, or by, Plano and its internal or external auditors. Copies of these reports will be available to Richardson upon request.

3.9 Overtime. Overtime costs at the Training Center which are the direct result of unilateral action by the Parties shall be borne wholly by the City causing the overtime.

3.10 Real Property and Improvements. The Parties agree that Plano shall continue to own the real property (land) upon which the Training Center is located. All improvements, either capital or otherwise, made to the Training Center during the term of the Operating Agreement or this Agreement shall become the property of Plano.

Article IV Miscellaneous

4.1 Hold Harmless and Indemnification. Each Party shall accept responsibility for, and shall hold the other Party harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring at the Training Center or while traveling to or from the Training Center.

4.2 Amendment and Assignment. This Agreement may not be amended except in writing by the Parties hereto and may not be assigned. The Parties hereby bind themselves, their successors, designees, and legal representatives with respect to the terms, conditions, and obligations of this Agreement.

4.3 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

Plano: Chief of Police
909 14th Street
P.O. Box 860358
Plano, Texas 75086-0358
Facsimile No.: 972.941.2177

With a copy to: Diane C. Wetherbee
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358
Facsimile No.: 972.424.0099

Richardson: Chief of Police
140 N. Greenville Avenue
P.O. Box 831078
Richardson, Texas 75083-1078
Facsimile No.: 972.744.5996

With a copy to: Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 N. Akard Street
Dallas, Texas 75201
Facsimile No.: 214.965.0010

4.4 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.5 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall exclusively be in the State District Court of Collin County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

4.6 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement or withdrawal of a party shall survive termination.

4.7 Recitals. The recitals to this Agreement are incorporated herein.

4.8 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

4.9 Effective Date. The effective date of this Agreement shall be the latest date of execution hereof.

(signature page to follow)

EXECUTED on this _____ day of _____, 2011.

CITY OF PLANO, TEXAS

By: _____
Bruce D. Glasscock, City Manager

ATTEST:

Diane Zucco, City Secretary

APPROVED AS TO FORM:

Diane C. Wetherbee, City Attorney

EXECUTED on this _____ day of _____, 2011.

CITY OF RICHARDSON, TEXAS

By: _____
Bill Keffler, City Manager

ATTEST:

Pamela Schmidt, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - x-7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2011 and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-2011	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Investment Portfolio Summary Reviews relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Quarterly Investment report ending June 30, 2011.				
List of Supporting Documents: Investment Portfolio Summary			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2011 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the Quarter Ending June 30, 2011, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

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

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

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

Section I. The City of Plano’s Investment Portfolio Summary for the Quarter Ending June 30, 2011, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

DULY PASSED AND APPROVED this the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

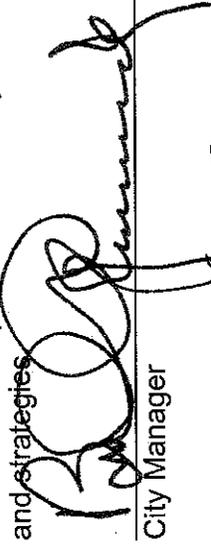
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

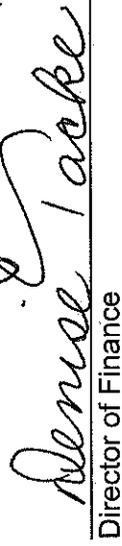
Diane C. Wetherbee, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
June 30, 2011

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



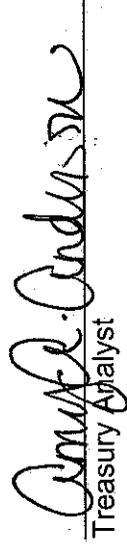
City Manager



Denise Locke
Director of Finance



Myra Conheli
Treasurer



Jennifer Anderson
Treasury Analyst

Federal Reserve Press Release, June 22, 2011

Information received since the Federal Open Market Committee met in April indicates that the economic recovery is continuing at a moderate pace, though somewhat more slowly than the Committee had expected. Also, recent labor market indicators have been weaker than anticipated. The slower pace of the recovery reflects in part factors that are likely to be temporary, including the damping effect of higher food and energy prices on consumer purchasing power and spending as well as supply chain disruptions associated with the tragic events in Japan. Household spending and business investment in equipment and software continue to expand. However, investment in nonresidential structures is still weak, and the housing sector continues to be depressed. Inflation has picked up in recent months, mainly reflecting higher prices for some commodities and imported goods, as well as the recent supply chain disruptions. However, longer-term inflation expectations have remained stable.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The unemployment rate remains elevated; however, the Committee expects the pace of recovery to pick up over coming quarters and the unemployment rate to resume its gradual decline toward levels that the Committee judges to be consistent with its dual mandate. Inflation has moved up recently, but the Committee anticipates that inflation will subside to levels at or below those consistent with the Committee's dual mandate as the effects of past energy and other commodity price increases dissipate. However, the Committee will continue to pay close attention to the evolution of inflation and inflation expectations.

To promote the ongoing economic recovery and to help ensure that inflation, over time, is at levels consistent with its mandate, the Committee decided today to keep the target range for the federal funds rate at 0 to 1/4 percent. The Committee continues to anticipate that economic conditions--including low rates of resource utilization and a subdued outlook for inflation over the medium run--are likely to warrant exceptionally low levels for the federal funds rate for an extended period. The Committee will complete its purchases of \$600 billion of longer-term Treasury securities by the end of this month and will maintain its existing policy of reinvesting principal payments from its securities holdings. The Committee will regularly review the size and composition of its securities holdings and is prepared to adjust those holdings as appropriate.

The Committee will monitor the economic outlook and financial developments and will act as needed to best foster maximum employment and price stability.

<u>Asset Type</u>	<u>Ave. Yield</u>	<u>June 30, 2011</u>		<u>March 31, 2011</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.10%	125,624,730.33	125,624,730.33	98,017,591.88	98,017,591.88
Certificates of Deposit	1.06%	32,500,253.27	32,500,253.27	34,735,764.20	34,735,764.20
FFCB Bonds	0.88%	10,019,772.15	10,010,420.00	10,022,075.95	9,948,880.00
FHLB Bonds	1.11%	106,160,291.37	107,046,996.18	122,385,411.72	122,816,535.85
FHLMC Bonds	1.66%	88,495,187.31	89,009,624.00	108,657,018.86	107,701,909.00
FNMA Bonds	1.23%	38,865,946.98	39,224,331.00	47,796,053.83	47,545,121.40
Totals		401,666,181.41	403,416,354.78	421,613,916.44	420,765,802.33

Average Yield (1):

Total Portfolio 0.97%

Fiscal Year-to-Date Average Yield (2):

Total Portfolio 1.04%

This Quarter:

Rolling Six Month Treasury Yield	0.13%
Rolling Two Year Treasury Yield	0.63%
TexPool Yield	0.12%

Last 12 Months:

Rolling Six Month Treasury Yield	0.16%
Rolling Two Year Treasury Yield	0.57%
TexPool Yield	0.16%

Investment Earnings (3):

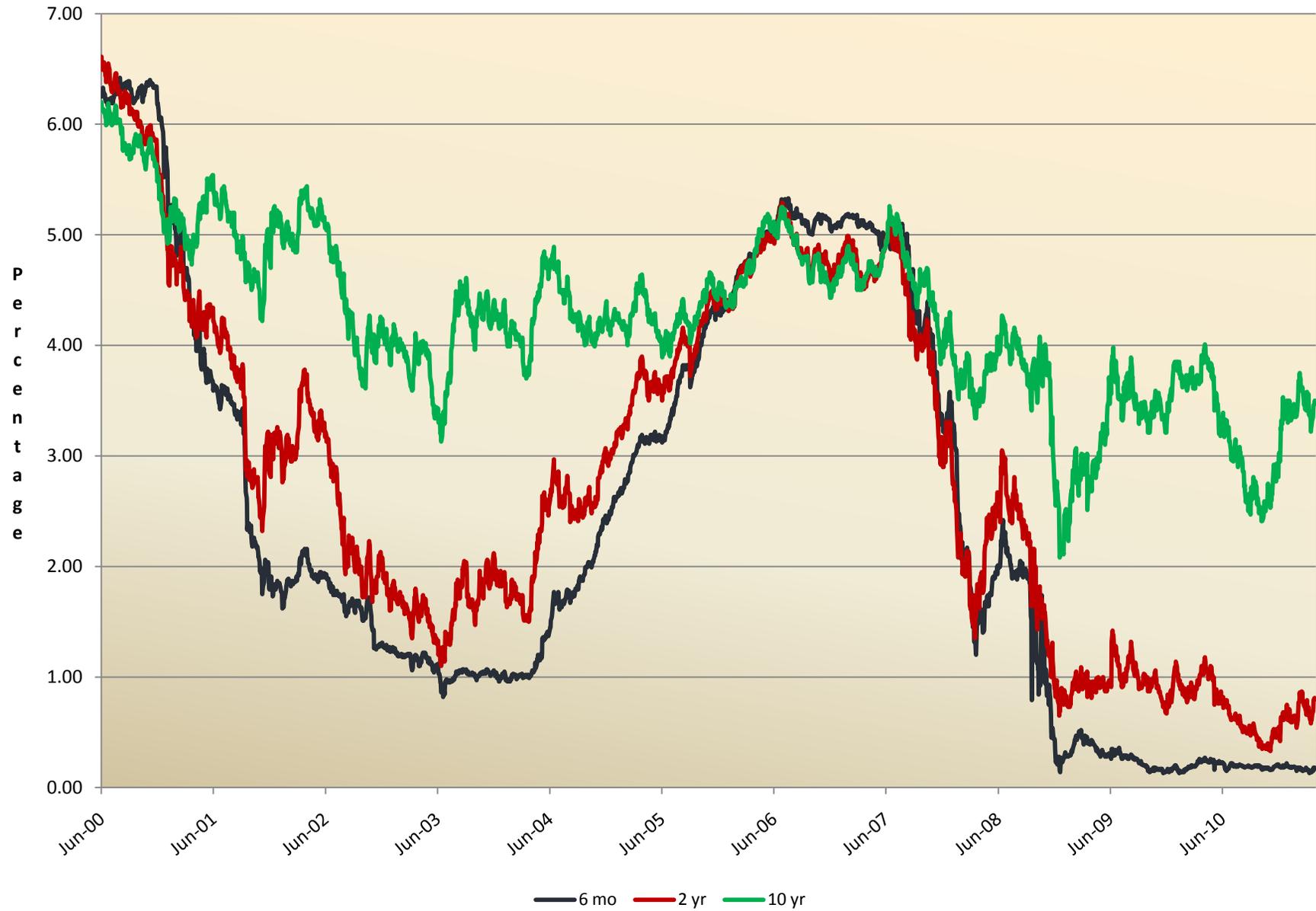
Quarter	\$ 1,052,403
Fiscal Year To Date	\$ 797,550

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

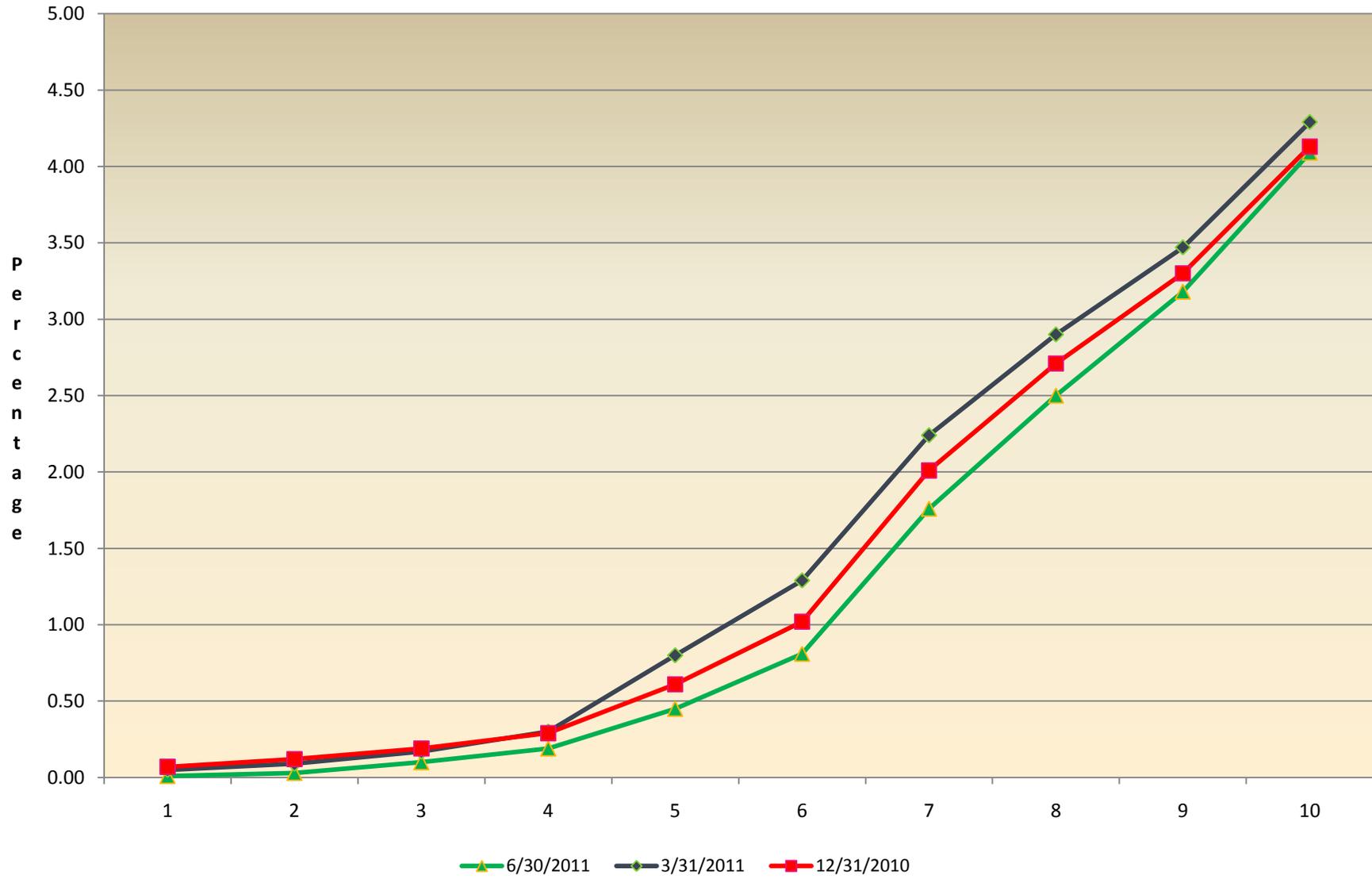
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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

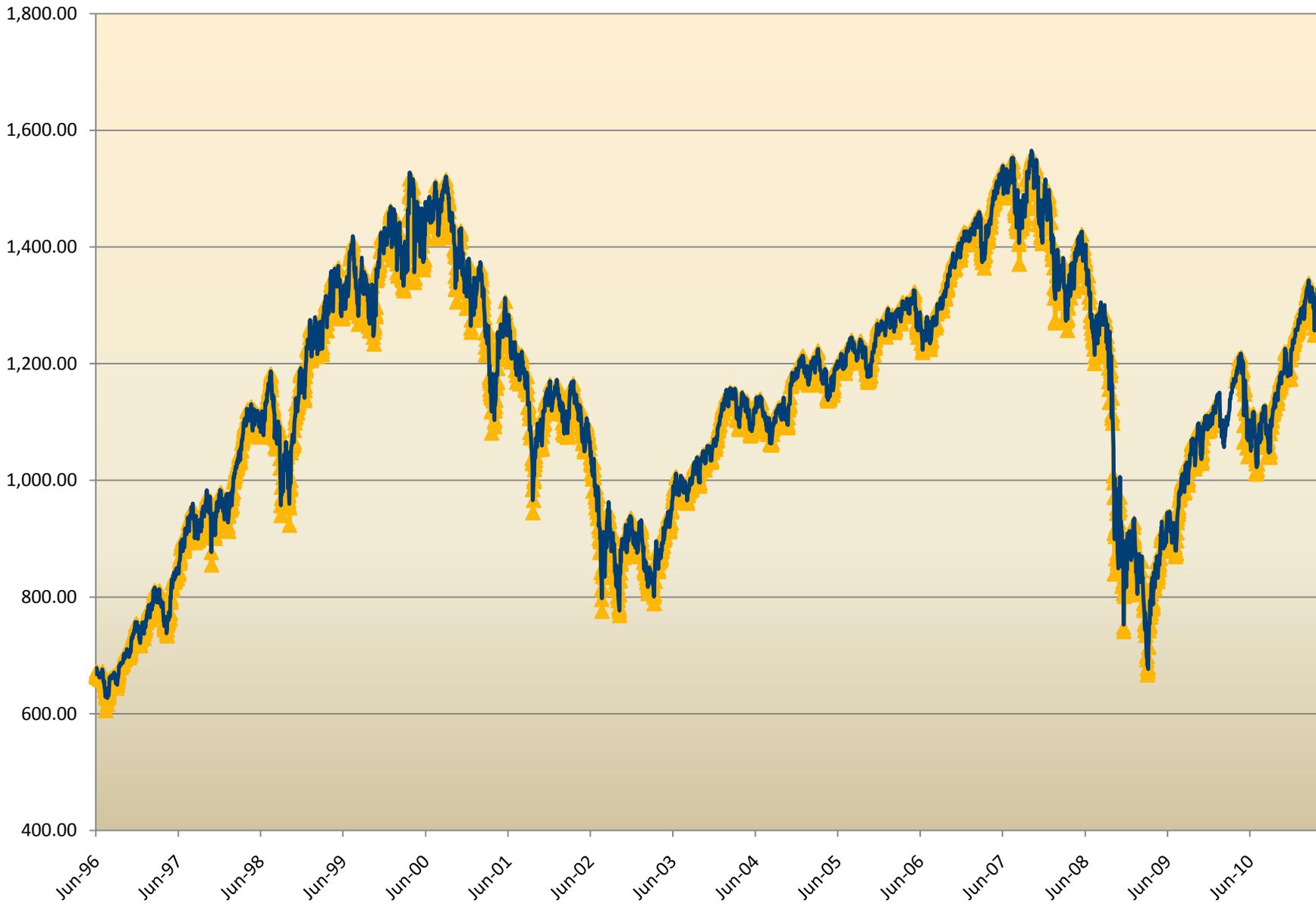
US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
June 30, 2011

By Sector

Security Description	Ratings	Coupon/	Maturity	Settlement	Call	Par Value	Purchased	Adjusted	Market Price	Market	Life (mo)	Yield	Accrued Interest
		YTM	Date	Date	Date		Value	Book Value		Value			
Frost NOW Account		0.00%	07/01/11	06/30/11		26,097,640.24	26,097,640.24	26,097,640.24	1.000	26,097,640.24	0.03	0.00%	-
Legacy NOW Account		0.19%	07/01/11	06/30/11		34,932,748.94	34,932,748.94	34,932,748.94	1.000	34,932,748.94	0.03	0.19%	-
TexPool	AAAm	0.08%	07/01/11	06/30/11		32,689,375.16	32,689,375.16	32,689,375.16	1.000	32,689,375.16	0.03	0.08%	-
Texas Daily	AAAm	0.09%	07/01/11	06/30/11		31,904,965.99	31,904,965.99	31,904,965.99	1.000	31,904,965.99	0.03	0.09%	-
Certificate of Deposit		0.95%	07/28/11	07/29/10		2,005,492.22	2,005,492.22	2,005,492.22	1.000	2,005,492.22	0.92	0.95%	17,538.44
Certificate of Deposit		0.95%	07/28/11	07/29/10		4,026,012.34	4,026,012.34	4,026,012.34	1.000	4,026,012.34	0.92	0.95%	35,208.31
Certificate of Deposit		1.25%	08/09/11	02/09/10		245,000.00	245,000.00	245,000.00	1.000	245,000.00	1.31	1.25%	4,245.55
Certificate of Deposit		1.45%	08/25/11	08/26/10		3,500,000.00	3,500,000.00	3,500,000.00	1.000	3,500,000.00	1.84	1.45%	42,824.66
Certificate of Deposit		1.00%	09/15/11	03/17/11		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	2.52	1.00%	14,383.56
Certificate of Deposit		1.17%	11/28/11	05/27/10		244,000.00	244,000.00	244,000.00	1.000	244,000.00	4.95	1.17%	3,120.73
Certificate of Deposit		0.75%	01/16/12	02/16/11		246,000.00	246,000.00	246,000.00	1.000	246,000.00	6.56	0.75%	677.34
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.05%	03/11/12	03/11/11		97,575.75	97,575.75	97,575.75	1.000	97,575.75	8.36	1.05%	311.57
Certificate of Deposit		0.40%	05/04/12	05/05/11		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	10.13	0.40%	1,227.40

Detail of Security Holdings
June 30, 2011

By Sector

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Certificate of Deposit		0.70%	05/27/12	05/27/11		246,775.34	246,775.34	246,775.34	1.000	246,775.34	10.89	0.70%	160.91
Certificate of Deposit		1.12%	06/01/12	12/01/10		245,000.00	245,000.00	245,000.00	1.000	245,000.00	11.05	1.12%	1,608.29
Certificate of Deposit		1.06%	08/23/12	08/26/10		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	13.77	1.06%	44,723.29
Certificate of Deposit		1.00%	10/13/12	05/13/11		151,804.10	151,804.10	151,804.10	1.000	151,804.10	15.44	1.00%	202.41
Certificate of Deposit		0.95%	01/13/13	01/13/11		5,047,593.52	5,047,593.52	5,047,593.52	1.000	5,047,593.52	18.46	0.95%	23,232.76
Certificate of Deposit		1.45%	08/22/13	08/26/10		1,500,000.00	1,500,000.00	1,500,000.00	1.000	1,500,000.00	25.70	1.45%	18,353.42
FFCB Bonds	AAA	0.97%	08/19/13	10/27/10	08/19/11	10,000,000.00	10,026,000.00	10,019,772.15	1.001	10,010,420.00	25.61	0.88%	35,297.22
FHLB Bonds	AAA	1.13%	07/18/11	08/05/09		5,630,000.00	5,605,228.00	5,629,373.74	1.000	5,632,482.83	0.59	1.35%	28,501.88
FHLB Bonds	AAA	1.38%	08/11/11	09/21/09		5,500,000.00	5,523,038.71	5,501,404.39	1.001	5,507,788.00	1.38	1.15%	29,199.65
FHLB Bonds	AAA	3.63%	09/16/11	12/23/10		13,000,000.00	13,315,980.40	13,092,308.88	1.008	13,097,903.000	2.56	0.29%	136,138.89
FHLB Bonds	AAA	0.30%	09/29/11	12/23/10		15,000,000.00	15,001,260.00	15,000,409.50	1.000	15,007,335.000	2.98	0.29%	11,375.00
FHLB Bonds	AAA	1.00%	02/27/12	03/09/10		8,000,000.00	8,004,824.00	8,001,621.40	1.005	8,037,192.00	7.93	0.97%	27,333.33
FHLB Bonds	AAA	1.30%	07/26/12	03/12/10		8,725,000.00	8,734,565.45	8,729,324.86	1.010	8,814,169.50	12.85	1.25%	48,520.69
FHLB Bonds	AAA	2.00%	09/14/12	03/11/10		17,000,000.00	17,256,428.00	17,123,465.33	1.020	17,333,523.00	14.49	1.39%	100,111.11
FHLB Bonds	AAA	2.38%	03/14/14	02/15/11		15,000,000.00	15,335,700.00	15,295,344.26	1.041	15,622,065.000	32.39	1.63%	104,895.83
FHLB Bonds	AAA	1.38%	09/12/14	09/30/10		10,000,000.00	10,054,542.50	10,044,223.65	1.010	10,097,510.000	38.36	1.23%	41,250.00
FHLB Bonds	AAA	2.75%	03/13/15	02/07/11		7,565,000.00	7,761,622.75	7,742,815.36	1.044	7,897,027.850	44.33	2.09%	61,833.37
FHLMC Bonds	AAA	1.72%	04/11/13	01/27/10		3,000,000.00	3,086,610.00	3,062,857.42	1.022	3,066,729.00	21.34	0.53%	11,323.33
FHLMC Bonds	AAA	4.13%	09/27/13	07/12/10		15,000,000.00	16,329,150.00	15,929,158.57	1.078	16,169,655.00	26.89	1.30%	159,843.75
FHLMC Bonds	AAA	3.00%	07/28/14	10/28/10	01/28/11	11,000,000.00	11,820,710.00	11,673,833.48	1.058	11,641,443.00	36.85	0.97%	139,333.33
FHLMC Bonds	AAA	1.15%	07/28/14	10/28/10		11,000,000.00	10,984,600.00	10,987,356.03	0.997	10,964,162.00	36.85	1.19%	53,411.11
FHLMC Bonds	AAA	1.75%	09/10/15	09/27/10		17,000,000.00	17,088,555.17	12,766,937.55	0.768	13,054,041.00	50.26	1.64%	69,513.89
FHLMC Bonds	AAA	1.75%	09/10/15	02/03/11		13,000,000.00	12,744,589.10	17,075,044.26	1.313	17,070,669.00	50.26	2.20%	90,902.78
FHLMC Bonds	AAA	Step	09/23/15	09/27/10	03/23/11	17,000,000.00	17,000,000.00	17,000,000.00	1.003	17,042,925.00	50.69	2.44%	57,256.95
FNMA Bonds	AAA	1.00%	04/04/12	03/08/10		6,000,000.00	5,986,158.00	5,994,905.12	1.005	6,031,710.00	9.15	1.11%	14,333.33
FNMA Bonds	AAA	1.88%	04/20/12	01/21/11		6,000,000.00	6,111,240.00	6,072,122.64	1.013	6,075,366.00	9.67	0.38%	21,875.00
FNMA Bonds	AAA	1.25%	08/20/13	10/27/10		10,000,000.00	10,164,100.00	10,124,830.93	1.014	10,136,700.00	25.64	0.66%	45,138.89
FNMA Bonds	AAA	5.00%	04/15/15	03/29/11		15,000,000.00	16,786,500.00	16,674,088.29	1.132	16,980,555.00	45.41	1.92%	156,250.00
TOTAL						\$ 397,544,983.60	\$ 402,846,385.68	\$ 401,666,181.41		\$ 403,416,354.78	17.51	0.91%	\$ 1,703,524.02

(1) (2)

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

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

Detail of Security Holdings

By Maturity

June 30, 2011

Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Frost NOW Account		0.00%	07/01/11	06/30/11		26,097,640.24	26,097,640.24	26,097,640.24	1.000	26,097,640.24	0.03	0.00%	-
Legacy NOW Account		0.19%	07/01/11	06/30/11		34,932,748.94	34,932,748.94	34,932,748.94	1.000	34,932,748.94	0.03	0.19%	-
TexPool	AAAm	0.08%	07/01/11	06/30/11		32,689,375.16	32,689,375.16	32,689,375.16	1.000	32,689,375.16	0.03	0.08%	-
Texas Daily	AAAm	0.09%	07/01/11	06/30/11		31,904,965.99	31,904,965.99	31,904,965.99	1.000	31,904,965.99	0.03	0.09%	-
FHLB Bonds	AAA	1.13%	07/18/11	08/05/09		5,630,000.00	5,605,228.00	5,629,373.74	1.000	5,632,482.83	0.59	1.35%	28,501.88
Certificate of Deposit		0.95%	07/28/11	07/29/10		2,005,492.22	2,005,492.22	2,005,492.22	1.000	2,005,492.22	0.92	0.95%	17,538.44
Certificate of Deposit		0.95%	07/28/11	07/29/10		4,026,012.34	4,026,012.34	4,026,012.34	1.000	4,026,012.34	0.92	0.95%	35,208.31
Certificate of Deposit		1.25%	08/09/11	02/09/10		245,000.00	245,000.00	245,000.00	1.000	245,000.00	1.31	1.25%	4,245.55
FHLB Bonds	AAA	1.38%	08/11/11	09/21/09		5,500,000.00	5,523,038.71	5,501,404.39	1.001	5,507,788.00	1.38	1.15%	29,199.65
Certificate of Deposit		1.45%	08/25/11	08/26/10		3,500,000.00	3,500,000.00	3,500,000.00	1.000	3,500,000.00	1.84	1.45%	42,824.66
Certificate of Deposit		1.00%	09/15/11	03/17/11		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	2.52	1.00%	14,383.56
FHLB Bonds	AAA	3.63%	09/16/11	12/23/10		13,000,000.00	13,315,980.40	13,092,308.88	1.008	13,097,903.000	2.56	0.29%	136,138.89
FHLB Bonds	AAA	0.30%	09/29/11	12/23/10		15,000,000.00	15,001,260.00	15,000,409.50	1.000	15,007,335.000	2.98	0.29%	11,375.00
Certificate of Deposit		1.17%	11/28/11	05/27/10		244,000.00	244,000.00	244,000.00	1.000	244,000.00	4.95	1.17%	3,120.73
Certificate of Deposit		0.75%	01/16/12	02/16/11		246,000.00	246,000.00	246,000.00	1.000	246,000.00	6.56	0.75%	677.34
FHLB Bonds	AAA	1.00%	02/27/12	03/09/10		8,000,000.00	8,004,824.00	8,001,621.40	1.005	8,037,192.00	7.93	0.97%	27,333.33
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.00	95,000.00	95,000.00	1.000	95,000.00	8.30	1.35%	1,679.55
Certificate of Deposit		1.35%	03/09/12	03/09/10		95,000.0							

Detail of Security Holdings
June 30, 2011

By Maturity

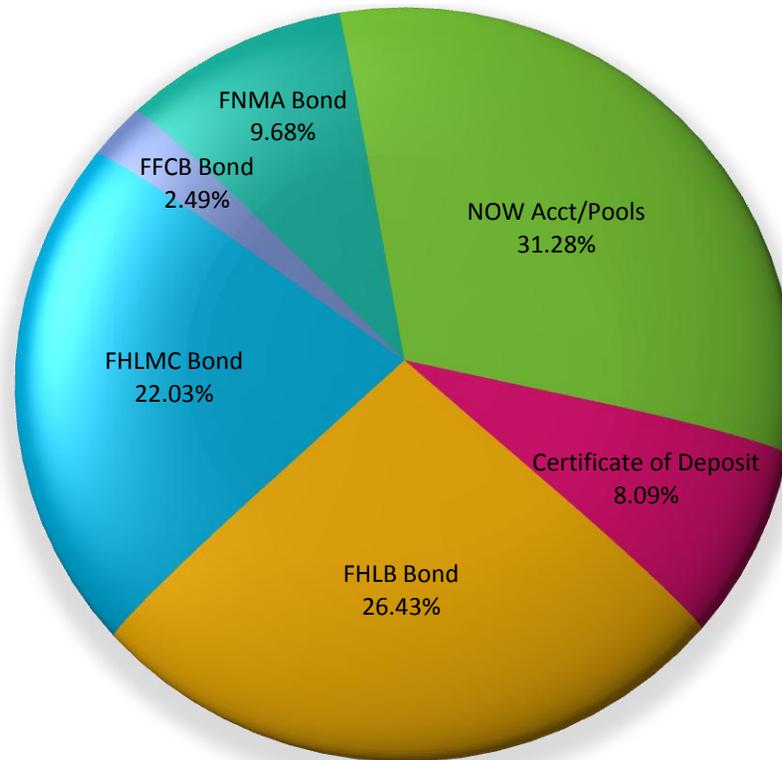
Security Description	Ratings	Coupon/ YTM	Maturity Date	Settlement Date	Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
FNMA Bonds	AAA	1.00%	04/04/12	03/08/10		6,000,000.00	5,986,158.00	5,994,905.12	1.005	6,031,710.00	9.15	1.11%	14,333.33
FNMA Bonds	AAA	1.88%	04/20/12	01/21/11		6,000,000.00	6,111,240.00	6,072,122.64	1.013	6,075,366.00	9.67	0.38%	21,875.00
Certificate of Deposit		0.40%	05/04/12	05/05/11		2,000,000.00	2,000,000.00	2,000,000.00	1.000	2,000,000.00	10.13	0.40%	1,227.40
Certificate of Deposit		0.70%	05/27/12	05/27/11		246,775.34	246,775.34	246,775.34	1.000	246,775.34	10.89	0.70%	160.91
Certificate of Deposit		1.12%	06/01/12	12/01/10		245,000.00	245,000.00	245,000.00	1.000	245,000.00	11.05	1.12%	1,608.29
FHLB Bonds	AAA	1.30%	07/26/12	03/12/10		8,725,000.00	8,734,565.45	8,729,324.86	1.010	8,814,169.50	12.85	1.25%	48,520.69
Certificate of Deposit		1.06%	08/23/12	08/26/10		5,000,000.00	5,000,000.00	5,000,000.00	1.000	5,000,000.00	13.77	1.06%	44,723.29
FHLB Bonds	AAA	2.00%	09/14/12	03/11/10		17,000,000.00	17,256,428.00	17,123,465.33	1.020	17,333,523.00	14.49	1.39%	100,111.11
Certificate of Deposit		1.00%	10/13/12	05/13/11		151,804.10	151,804.10	151,804.10	1.000	151,804.10	15.44	1.00%	202.41
Certificate of Deposit		0.95%	01/13/13	01/13/11		5,047,593.52	5,047,593.52	5,047,593.52	1.000	5,047,593.52	18.46	0.95%	23,232.76
FHLMC Bonds	AAA	1.72%	04/11/13	01/27/10		3,000,000.00	3,086,610.00	3,062,857.42	1.022	3,066,729.00	21.34	0.53%	11,323.33
FFCB Bonds	AAA	0.97%	08/19/13	10/27/10	08/19/11	10,000,000.00	10,026,000.00	10,019,772.15	1.001	10,010,420.00	25.61	0.88%	35,297.22
FNMA Bonds	AAA	1.25%	08/20/13	10/27/10		10,000,000.00	10,164,100.00	10,124,830.93	1.014	10,136,700.00	25.64	0.66%	45,138.89
Certificate of Deposit		1.45%	08/22/13	08/26/10		1,500,000.00	1,500,000.00	1,500,000.00	1.000	1,500,000.00	25.70	1.45%	18,353.42
FHLMC Bonds	AAA	4.13%	09/27/13	07/12/10		15,000,000.00	16,329,150.00	15,929,158.57	1.078	16,169,655.00	26.89	1.30%	159,843.75
FHLB Bonds	AAA	2.38%	03/14/14	02/15/11		15,000,000.00	15,335,700.00	15,295,344.26	1.041	15,622,065.000	32.39	1.63%	104,895.83
FHLMC Bonds	AAA	3.00%	07/28/14	10/28/10	01/28/11	11,000,000.00	11,820,710.00	11,673,833.48	1.058	11,641,443.00	36.85	0.97%	139,333.33
FHLMC Bonds	AAA	1.15%	07/28/14	10/28/10		11,000,000.00	10,984,600.00	10,987,356.03	0.997	10,964,162.00	36.85	1.19%	53,411.11
FHLB Bonds	AAA	1.38%	09/12/14	09/30/10		10,000,000.00	10,054,542.50	10,044,223.65	1.010	10,097,510.000	38.36	1.23%	41,250.00
FHLB Bonds	AAA	2.75%	03/13/15	02/07/11		7,565,000.00	7,761,622.75	7,742,815.36	1.044	7,897,027.850	44.33	2.09%	61,833.37
FNMA Bonds	AAA	5.00%	04/15/15	03/29/11		15,000,000.00	16,786,500.00	16,674,088.29	1.132	16,980,555.00	45.41	1.92%	156,250.00
FHLMC Bonds	AAA	1.75%	09/10/15	09/27/10		17,000,000.00	17,088,555.17	12,766,937.55	0.768	13,054,041.00	50.26	1.64%	69,513.89
FHLMC Bonds	AAA	1.75%	09/10/15	02/03/11		13,000,000.00	12,744,589.10	17,075,044.26	1.313	17,070,669.00	50.26	2.20%	90,902.78
FHLMC Bonds	AAA	Step	09/23/15	09/27/10	03/23/11	17,000,000.00	17,000,000.00	17,000,000.00	1.003	17,042,925.00	50.69	2.44%	57,256.95
TOTAL						\$ 397,544,983.60	\$ 402,846,385.68	\$ 401,666,181.41		\$ 403,416,354.78	17.51	0.91%	\$ 1,703,524.02

(1) (2)

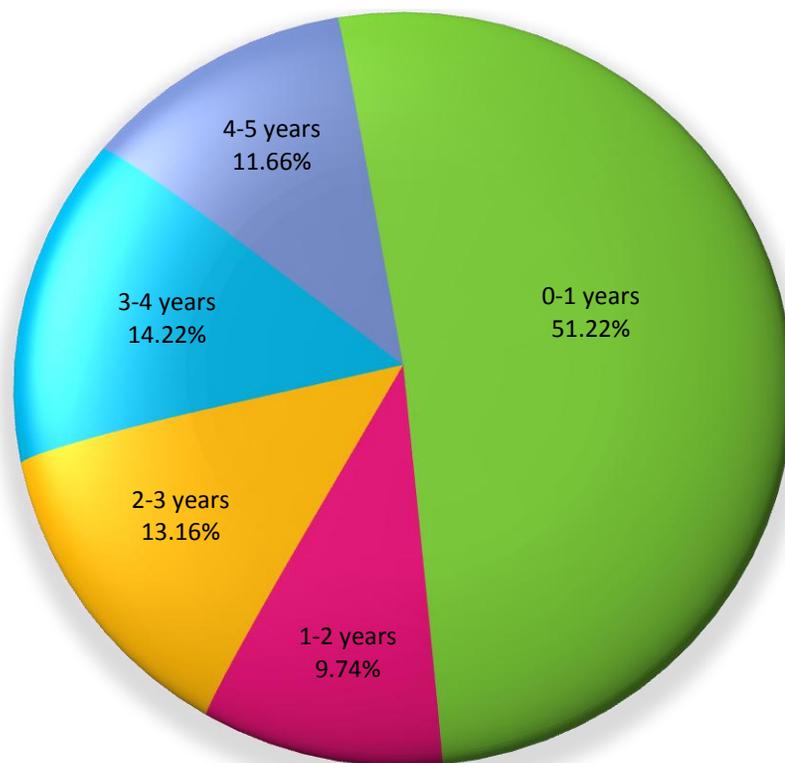
(1) Weighted average life - For purposes of calculating weighted average life bank, pool, and money market investments are assumed to mature the next business day.

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

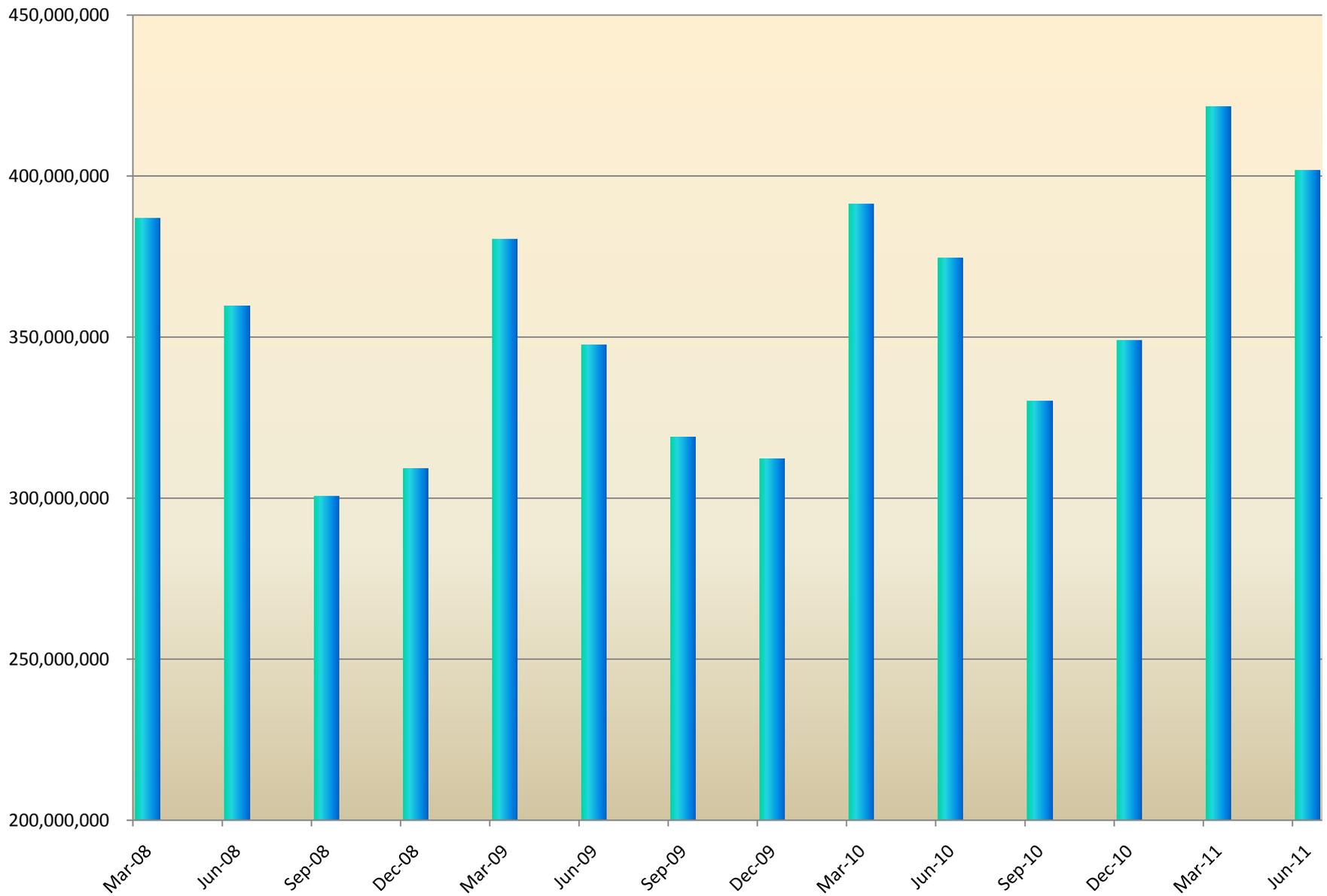
Portfolio Composition 6/30/11



Portfolio Maturities 6/30/11



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Coupon/ Yield	Maturity Date	March 31, 2011		Purchase/ Adjustment	Maturity/Call/ Adjustment	June 30, 2011	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Certificate of Deposit	1.35%	03/09/12	95,000.00	95,000.00	-	-	95,000.00	95,000.00
Certificate of Deposit	1.05%	03/11/12	97,575.75	97,575.75	-	-	97,575.75	97,575.75
Certificate of Deposit	0.40%	05/04/12	-	-	2,000,000.00	-	2,000,000.00	2,000,000.00
Certificate of Deposit	0.70%	05/27/12	-	-	246,775.34	-	246,775.34	246,775.34
Certificate of Deposit	1.12%	06/01/12	245,000.00	245,000.00	-	-	245,000.00	245,000.00
Certificate of Deposit	1.06%	08/23/12	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.00%	10/13/12	-	-	151,804.10	-	151,804.10	151,804.10
Certificate of Deposit	0.95%	01/13/13	5,047,593.52	5,047,593.52	-	-	5,047,593.52	5,047,593.52
Certificate of Deposit	1.45%	08/23/13	1,500,000.00	1,500,000.00	-	-	1,500,000.00	1,500,000.00
FFCB Bond	0.97%	08/19/13	10,000,000.00	10,022,075.95	-	(2,303.80)	10,000,000.00	10,019,772.15
FHLB Bond	6.00%	05/13/11	1,000,000.00	1,005,518.77	-	(1,005,518.77)	-	-
FHLB Bond	3.13%	06/10/11	12,000,000.00	12,040,608.60	-	(12,040,608.60)	-	-
FHLB Bond	1.13%	07/18/11	5,630,000.00	5,626,207.66	3,166.08	-	5,630,000.00	5,629,373.74
FHLB Bond	1.38%	08/11/11	5,500,000.00	5,504,447.24	-	(3,042.85)	5,500,000.00	5,501,404.39
FHLB Bond	3.63%	09/16/11	13,000,000.00	13,200,002.58	-	(107,693.70)	13,000,000.00	13,092,308.88
FHLB Bond	0.30%	09/29/11	15,000,000.00	15,000,819.00	-	(409.50)	15,000,000.00	15,000,409.50
FHLB Bond	1.00%	02/27/12	8,000,000.00	8,002,231.10	-	(609.70)	8,000,000.00	8,001,621.40
FHLB Bond	1.30%	07/26/12	8,725,000.00	8,730,328.85	-	(1,003.99)	8,725,000.00	8,729,324.86
FHLB Bond	2.00%	09/14/12	17,000,000.00	17,148,884.67	-	(25,419.34)	17,000,000.00	17,123,465.33
FHLB Bond	0.75%	04/25/13	3,000,000.00	3,001,369.26	-	(3,001,369.26)	-	-
FHLB Bond	2.38%	03/14/14	15,000,000.00	15,322,547.02	-	(27,202.76)	15,000,000.00	15,295,344.26
FHLB Bond	1.38%	09/12/14	10,000,000.00	10,047,663.27	-	(3,439.62)	10,000,000.00	10,044,223.65
FHLB Bond	2.75%	03/13/15	7,565,000.00	7,754,783.70	-	(11,968.34)	7,565,000.00	7,742,815.36
FHLMC Bond	3.50%	05/05/11	3,000,000.00	3,006,590.59	-	(3,006,590.59)	-	-
FHLMC Bond	1.72%	04/11/13	3,000,000.00	3,071,643.95	-	(8,786.53)	3,000,000.00	3,062,857.42
FHLMC Bond	1.20%	08/16/13	17,000,000.00	16,999,190.08	-	(16,999,190.08)	-	-
FHLMC Bond	4.13%	09/27/13	15,000,000.00	16,032,272.51	-	(103,113.94)	15,000,000.00	15,929,158.57
FHLMC Bond	1.15%	07/28/14	11,000,000.00	10,986,332.36	1,023.67	-	11,000,000.00	10,987,356.03
FHLMC Bond	3.00%	07/28/14	11,000,000.00	11,728,387.62	-	(54,554.14)	11,000,000.00	11,673,833.48
FHLMC Bond	1.75%	09/10/15	17,000,000.00	17,079,498.95	-	(4,454.69)	17,000,000.00	17,075,044.26
FHLMC Bond	1.75%	09/10/15	13,000,000.00	12,753,102.80	13,834.75	-	13,000,000.00	12,766,937.55
FHLMC Bond	Step	09/23/15	17,000,000.00	17,000,000.00	-	-	17,000,000.00	17,000,000.00
FNMA Bond	1.00%	04/04/12	6,000,000.00	5,993,243.35	1,661.77	-	6,000,000.00	5,994,905.12
FNMA Bond	1.88%	04/20/12	6,000,000.00	6,094,370.64	-	(22,248.00)	6,000,000.00	6,072,122.64
FNMA Bond	1.25%	08/20/13	10,000,000.00	10,139,357.30	-	(14,526.37)	10,000,000.00	10,124,830.93
FNMA Bond	Step	9/30/2014	8,785,000.00	8,785,000.00	-	(8,785,000.00)	-	-
FNMA Bond	5.00%	4/15/2015	15,000,000.00	16,784,082.54	-	(109,994.25)	15,000,000.00	16,674,088.29
TOTAL			\$ 416,958,356.08	\$ 421,613,916.44	\$ 30,025,404.16	\$ (49,973,139.19)	\$ 397,544,983.60	\$ 401,666,181.41

Market Value Comparison

Security Description	Coupon/ Yield	Maturity Date	March 31, 2011		Qtr to Qtr Change (1)	June 30, 2011	
			Par Value	Market Value		Par Value	Market Value
Certificate of Deposit	1.05%	03/11/12	97,575.75	97,575.75	-	97,575.75	97,575.75
Certificate of Deposit	0.40%	05/04/12	-	-	2,000,000.00	2,000,000.00	2,000,000.00
Certificate of Deposit	0.70%	05/27/12	-	-	246,775.34	246,775.34	246,775.34
Certificate of Deposit	1.12%	06/01/12	245,000.00	245,000.00	-	245,000.00	245,000.00
Certificate of Deposit	1.06%	08/23/12	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00
Certificate of Deposit	1.00%	10/13/12	-	-	151,804.10	151,804.10	151,804.10
Certificate of Deposit	0.95%	01/13/13	5,047,593.52	5,047,593.52	-	5,047,593.52	5,047,593.52
Certificate of Deposit	1.45%	08/23/13	1,500,000.00	1,500,000.00	-	1,500,000.00	1,500,000.00
FFCB Bond	0.97%	08/19/13	10,000,000.00	10,022,075.95	(11,655.95)	10,000,000.00	10,010,420.00
FHLB Bond	6.00%	05/13/11	1,000,000.00	1,005,518.77	(1,005,518.77)	-	-
FHLB Bond	3.13%	06/10/11	12,000,000.00	12,040,608.60	(12,040,608.60)	-	-
FHLB Bond	1.13%	07/18/11	5,630,000.00	5,626,207.66	6,275.17	5,630,000.00	5,632,482.83
FHLB Bond	1.38%	08/11/11	5,500,000.00	5,504,447.24	3,340.76	5,500,000.00	5,507,788.00
FHLB Bond	3.63%	09/16/11	13,000,000.00	13,200,002.58	(102,099.58)	13,000,000.00	13,097,903.00
FHLB Bond	0.30%	09/29/11	15,000,000.00	15,000,819.00	6,516.00	15,000,000.00	15,007,335.00
FHLB Bond	1.00%	02/27/12	8,000,000.00	8,002,231.10	34,960.90	8,000,000.00	8,037,192.00
FHLB Bond	1.30%	07/26/12	8,725,000.00	8,730,328.85	83,840.65	8,725,000.00	8,814,169.50
FHLB Bond	2.00%	09/14/12	17,000,000.00	17,148,884.67	184,638.33	17,000,000.00	17,333,523.00
FHLB Bond	0.75%	04/25/13	3,000,000.00	3,001,369.26	(3,001,369.26)	-	-
FHLB Bond	2.38%	03/14/14	15,000,000.00	15,322,547.02	299,517.98	15,000,000.00	15,622,065.00
FHLB Bond	1.38%	09/12/14	10,000,000.00	10,047,663.27	49,846.73	10,000,000.00	10,097,510.00
FHLB Bond	2.75%	03/13/15	7,565,000.00	7,754,783.70	142,244.15	7,565,000.00	7,897,027.85
FHLMC Bond	3.50%	05/05/11	3,000,000.00	3,006,590.59	(3,006,590.59)	-	-
FHLMC Bond	1.72%	04/11/13	3,000,000.00	3,071,643.95	(4,914.95)	3,000,000.00	3,066,729.00
FHLMC Bond	1.20%	08/16/13	17,000,000.00	16,999,190.08	(16,999,190.08)	-	-
FHLMC Bond	4.13%	09/27/13	15,000,000.00	16,032,272.51	137,382.49	15,000,000.00	16,169,655.00
FHLMC Bond	1.15%	07/28/14	11,000,000.00	10,986,332.36	(22,170.36)	11,000,000.00	10,964,162.00
FHLMC Bond	3.00%	07/28/14	11,000,000.00	11,728,387.62	(86,944.62)	11,000,000.00	11,641,443.00
FHLMC Bond	1.75%	09/10/15	17,000,000.00	17,079,498.95	(8,829.95)	17,000,000.00	17,070,669.00
FHLMC Bond	1.75%	09/10/15	13,000,000.00	12,753,102.80	300,938.20	13,000,000.00	13,054,041.00
FHLMC Bond	Step	09/23/15	17,000,000.00	17,000,000.00	42,925.00	17,000,000.00	17,042,925.00
FNMA Bond	1.00%	04/04/12	6,000,000.00	5,993,243.35	38,466.65	6,000,000.00	6,031,710.00
FNMA Bond	1.88%	04/20/12	6,000,000.00	6,094,370.64	(19,004.64)	6,000,000.00	6,075,366.00
FNMA Bond	1.25%	08/20/13	10,000,000.00	10,139,357.30	(2,657.30)	10,000,000.00	10,136,700.00
FNMA Bond	Step	9/30/2014	8,785,000.00	8,785,000.00	(8,785,000.00)	-	-
FNMA Bond	5.00%	4/15/2015	15,000,000.00	16,784,082.54	196,472.46	15,000,000.00	16,980,555.00
TOTAL			\$ 416,958,356.08	\$ 421,613,916.44		\$ 397,544,983.60	\$ 403,416,354.78

(1) Does not include interest.

Allocation**June 30, 2011**

Book Value	% Equity in Treasury Pool	Book Value Fund Allocation
General Fund	16.16%	64,922,248.84
Debt Service Funds	8.23%	33,063,667.53
Capital Projects Funds	34.65%	139,195,985.10
Enterprise Funds	12.45%	49,999,825.10
Special Revenue Funds	10.18%	40,873,680.01
Internal Service Funds	13.34%	53,563,062.19
Fiduciary Funds	4.99%	20,047,712.64
Totals	100.00%	401,666,181.41

Market Value	% Equity in Treasury Pool	Market Value Fund Allocation
General Fund	16.16%	65,205,133.47
Debt Service Funds	8.23%	33,207,735.30
Capital Projects Funds	34.65%	139,802,501.45
Enterprise Funds	12.45%	50,217,688.51
Special Revenue Funds	10.18%	41,051,778.22
Internal Service Funds	13.34%	53,796,451.63
Fiduciary Funds	4.99%	20,135,066.21
Totals	100.00%	403,416,354.78

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



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley x7479				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an acknowledgement of assignment of and amendment to a tax abatement agreement by and between the City of Plano, Texas, Collin County, Texas, Collin County Community College District (hereinafter collectively referred to as the "Taxing Units"), the National Credit Union Administration ("NCUA") Board as the Liquidating Agent for Southwest Corporate Federal Credit Union, an Asset Management Estate and the NCUA Board as the Conservator for Southwest Bridge Corporate Federal Credit Union ("SBC") federal credit union in conservatorship; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 10-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s): ECONOMIC DEVELOPMENT INCENTIVE FUND				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Assignment of a tax abatement agreement relates to the City's goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
<p>This is an assignment and amendment to the Tax Abatement Agreement between the City of Plano and Southwest Corporate Federal Credit Union. The National Credit Union Administration has placed SCFCU into conservatorship and has appointed itself the Conservator and successor to all rights, titles, privileges and assets of SCFCU.</p>				
List of Supporting Documents: Acknowledgement of Assignment and Amended Tax Abatement Agreement			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an acknowledgement of assignment of and amendment to a tax abatement agreement by and between the City of Plano, Texas, Collin County, Texas, Collin County Community College District (hereinafter collectively referred to as the "Taxing Units"), the National Credit Union Administration ("NCUA") Board as the Liquidating Agent for Southwest Corporate Federal Credit Union, an Asset Management Estate and the NCUA Board as the Conservator for Southwest Bridge Corporate Federal Credit Union ("SBC") federal credit union in conservatorship; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed acknowledgement of assignment of and amendment to a tax abatement agreement by and between the City of Plano, Texas, Collin County, Texas, Collin County Community College District (hereinafter collectively referred to as the "Taxing Units"), the National Credit Union Administration ("NCUA") Board as the Liquidating Agent for Southwest Corporate Federal Credit Union, an Asset Management Estate and the NCUA Board as the Conservator for Southwest Bridge Corporate Federal Credit Union ("SBC") federal credit union in conservatorship, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**ACKNOWLEDGEMENT OF ASSIGNMENT OF AND AMENDMENT TO A TAX
ABATEMENT AGREEMENT**

THIS ACKNOWLEDGEMENT OF ASSIGNMENT OF AND AMENDMENT TO A TAX ABATEMENT AGREEMENT ("Acknowledgment and Assignment") is made and entered into this _____ day of _____, 2011, by and between the City of Plano, Texas, Collin County, Texas, Collin County Community College District (hereinafter collectively referred to as the "Taxing Units"), the National Credit Union Administration ("NCUA") Board as the Liquidating Agent for Southwest Corporate Federal Credit Union, an Asset Management Estate, and the NCUA Board as the Conservator for Southwest Bridge Corporate Federal Credit Union ("SBC") federal credit union in conservatorship.

WITNESSETH:

WHEREAS, Southwest Corporate Federal Credit Union ("SCFCU") entered into a Tax Abatement Agreement for Reinvestment Zone No. 78, City of Plano Resolution No. 2003-6-21(R) with the Taxing Units on June 23, 2003 ("Abatement Agreement"), attached hereto and incorporated herein as Exhibit A, and that agreement allows assignment of the agreement to successors and assigns of SCFCU;

WHEREAS, effective September 24, 2010, the NCUA Board placed SCFCU into conservatorship, appointed itself as the Conservator of SCFCU, and successor to all rights, titles, privileges, and assets of SCFCU;

WHEREAS, on September 28, 2010, the NCUA Board chartered SBC, placed SBC into conservatorship, and appointed itself Conservator of SBC, and succeeded to all of the rights, titles, privileges, and assets of SBC, including the real and personal property that is the subject of the Abatement Agreement;

WHEREAS, on October 31, 2010, the NCUA Board placed SCFCU into involuntary liquidation, appointed itself as Liquidating Agent for SCFCU, and succeeded to all of the rights, titles, privileges, and assets of SCFCU;

WHEREAS, on November 1, 2010, the NCUA Board as Conservator for SBC purchased and assumed all of SCFCU's personal property except furniture that is used on the real property that is the subject of the Abatement Agreement; and the personal property including furniture continues to be located in the Reinvestment Zone No. 78; and,

WHEREAS, as a result of the actions taken by NCUA Board and the transfer of personal property that is the subject of the Tax Abatement Agreement

to SBC, the Tax Abatement Agreement must be amended to provide accurate notice information.

NOW, THEREFORE, the parties agree as follows:

1. The Taxing Units acknowledge that the Tax Abatement Agreement allows SCFCU to assign the agreement to its successors without obtaining Tax Units' permission as long as the successor agrees to be bound to all terms and conditions of the Tax Abatement Agreement.
2. Based upon the representations of NCUA Board in its May 24, 2011, letter to the Taxing Units, attached hereto and incorporated herein as Exhibit B, the Taxing Units acknowledge: (1) that the NCUA Board is now the successor to SCFCU and such action does not require permission of the Taxing Units and (2) the NCUA Board, as the Liquidating Agent for Southwest Corporate Federal Credit Union, an Asset Management Estate, and the NCUA Board as the Conservator for SBC is the "Owner" of the real and personal property used within Reinvestment Zone No. 78 that is the subject of the Tax Abatement Agreement.
3. The NCUA Board, as the Liquidating Agent for Southwest Corporate Federal Credit Union, an Asset Management Estate, and the NCUA Board as the Conservator for SBC agrees to be bound by all the terms and conditions of the Tax Abatement Agreement and this Amendment.
4. The parties acknowledge and agree that with respect to Section 2 of the Tax Abatement Agreement, the NCUA Board may render its Personalty used in Reinvestment Zone No. 78 to the Collin County Appraisal District under separate accounts in the name of SCFCU, an Asset Management Estate, and the name of SBC; however, the combined assessed taxable value for those accounts as determined by the Collin County Central Appraisal District for evaluating: (a) whether the NCUA Board has breached Section 7(e) of the Tax Abatement Agreement and (b) whether the NCUA Board is in compliance with Section 10 of the Tax Abatement Agreement.
5. The parties agree that Section 13. Notice of Tax Abatement Agreement is deleted in its entirety and replaced with the following:

"NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of third business day after the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Bruce D. Glasscock
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

For Taxing Units by notice to:

County of Collin, Texas
Attention: Keith Self
County Judge
Collin County Commissioner's Court
210 S. McDonald, Ste 626
McKinney, Texas 75069

Collin County Community College District
Attention: Cary A. Israel
District President
3452 Spur 399
McKinney, Texas 75070

For Owner by notice to:

NCUA Asset Management and Assistance Center
Attention: Mike Barton, President
Liquidating Agent of Southwest Corporate Federal Credit Union
4807 Spicewood Springs Road, Suite 5100
Austin, Texas 78759-8490

National Credit Union Administration
Attention: Scott A. Hunt, Director, Office of Corporate Credit Unions
and Principal Agent of the Conservator of Southwest Bridge
Corporate Federal Credit Union
1775 Duke Street
Alexandria, Virginia 22314-3418"

6. The parties agree that the certification form contained in Exhibit C of the Tax Abatement agreement shall be revised for filings due on or after November 1, 2011, to reflect the NCUA Board as the new Owner and that the NCUA Board file separate Certificates for SCFCU and SBC.

7. Plano shall deliver a copy of this Agreement to the Collin County Appraisal District following execution by all parties.

8. All of the other terms of the Agreement remain full force and effect.

This Acknowledgement and Amendment are effective upon the last date of execution by the parties below

ATTEST:

CITY OF PLANO, TEXAS

Diane Zucco, CITY SECRETARY

By: _____
Bruce D. Glasscock,
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

**COLLIN COUNTY COMMISSIONERS
COURT**

By: _____
Keith Self

ATTEST:

**COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT**

By: _____
Carey A. Israel
DISTRICT PRESIDENT

ATTEST:

**SOUTHWEST CORPORATE
FEDERAL CREDIT UNION, AN
ASSET MANAGEMENT ESTATE
acting by and through National Credit
Union Administration**

By: _____
Mike Barton
President, NCUA Asset
Management and Assistance
Center and Agent for the
NCUA Board as Liquidating
Agent of Southwest Corporate
Federal Credit Union

ATTEST:

**SOUTHWEST BRIDGE CORPORATE
FEDERAL CREDIT UNION**

By: _____
Scott Hunt
Principal Agent for the NCUA
Board as Conservator of
Southwest Bridge Corporate
Federal Credit Union

ACKNOWLEDGEMENTS

**STATE OF TEXAS §
 §
COUNTY OF COLLIN §**

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

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__ by **KEITH SELF**, County Judge of **COLLIN COUNTY COMMISSIONERS COURT**, on behalf of said court.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__ by **CARY A. ISRAEL**, District President of **COLLIN COUNTY COMMUNITY COLLEGE DISTRICT**, on behalf of said college district.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____, *(Authorized representative)* _____ *(Title)* of **SOUTHWEST CORPORATE FEDERAL CREDIT UNION, AN ASSET MANAGEMENT ESTATE**, on behalf of said credit union.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____, (*Authorized representative*) _____ (*Title*) of **SOUTHWEST BRIDGE CORPORATE FEDERAL CREDIT UNION**, a federal credit union in conservatorship, on behalf of said credit union.

Notary Public, State of Texas

EXHIBIT "A"

Exhibit "A" to Resolution No. 2003-6-21(R)

Page 1 of 12

COPY

THE STATE OF TEXAS)
)
COUNTY OF COLLIN)

TAX ABATEMENT AGREEMENT

This Agreement is entered into by and between the City of Plano, Texas, a home rule municipal corporation of Collin and Denton Counties, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "City"; the County of Collin, Texas, duly acting herein by and through its County Judge, and the Collin County Community College District, duly acting herein by and through its President of the Board of Trustees, hereinafter collectively referred to as "Taxing Units," and **SOUTHWEST CORPORATE FEDERAL CREDIT UNION**, "Owner," a corporation chartered under the laws of the United States, hereinafter referred to as "Owner."

WITNESSETH:

WHEREAS, on the 23rd day of June, 2003, the City Council of the City of Plano, Texas, passed Ordinance No. 2003-6-20 establishing **Reinvestment Zone No. 78**, for commercial/industrial tax abatement, hereinafter referred to as the "Ordinance," as authorized by V.T.C.A. Tax Code, Chapter 312.001, et seq., cited as the Property Redevelopment and Tax Abatement Act, hereinafter referred to as "Act"; and

WHEREAS, the City has adopted a revised policy statement for Tax Abatement by Resolution No. 2002-9-9(R) stating that it elects to be eligible to participate in tax abatement (the "Policy Statement"); and

WHEREAS, the Policy Statement sets forth appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by the Act; and

WHEREAS, the tax abatement will maintain and enhance the commercial/industrial economic and employment base of the Plano area thereby benefiting both the City and the Taxing Units in accordance with the said Ordinance and Act; and

WHEREAS, the contemplated use of the Real Property, as hereinafter defined, the contemplated improvements to the Real Property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of said **Reinvestment Zone No. 78** in accordance with the purposes for its creation and are in compliance with the intent of the Policy Statement and the Ordinance and similar guidelines and criteria adopted by the City and all applicable law.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The real property subject to this Agreement is described by metes and bounds in **EXHIBIT "A"** (the "Real Property") attached hereto and made a part hereof. At the time of this Agreement **Southwest Corporate Federal Credit Union** is the Owner of the Real Property. This Agreement shall be terminated should the Real Property not be occupied by Owner, its successors, affiliates or permitted assigns.

2. The tangible personal property subject to this Agreement shall be personal property, excluding inventory, supplies and leased property, used within **Reinvestment Zone No. 78**, which shall be hereinafter referred to as the "Personalty." The Personalty shall have a taxable value on or before **January 1, 2006**, of not less than **Three Million, Five Hundred Thousand Dollars (\$3,500,000.00)**, and is or will be owned by Owner or its affiliates or successors or permitted assigns. Owner shall timely render its personal property value each year to the Central Appraisal District.

3. Owner, as owner of the Personalty, may not relocate, for Purposes of maintaining taxable situs of tangible personal property, the Personalty on the Real Property in other Reinvestment Zones in the City.

JOBS

4. Owner estimates the proposed development of the Real Property as shown in **EXHIBIT "B"** (the "Development") will result in approximately **210 full-time job equivalents** at the Development in Plano when the new office building is completed. A full-time job equivalent is one or more job positions which when combined total 2080 hours annually.

IMPROVEMENTS

5. The Owner shall complete construction of improvements and/or repairs to the Real Property (hereinafter referred to as "Improvements") consisting primarily of a new office building consisting of not less than **100,000 gross square feet with a taxable value for such office building and all improvements to the Real Property related thereto of not less than Twelve Million Dollars (\$12,000,000.00)** on or before **January 1, 2006**; provided that Owner shall have such additional time to complete the Improvements as may be required in the event of "force majeure" if Owner is diligently and faithfully pursuing the completion of the Improvements, or if in the reasonable opinion of the City, the Owner has made substantial progress toward completion of the initial phase of the Improvements. For this purpose, "force majeure" shall mean any contingency or cause beyond the reasonable control of Owner including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, governmental or de facto governmental action (unless caused by acts or omissions of Owner), fire, shortages of material and/or labor, explosion or flood, and labor disturbances. The date of

completion of the Improvements shall be defined as the date a Certificate of Occupancy for the new building to be constructed on the Real Property is issued by the City of Plano.

6. The Owner agrees and covenants that it will diligently and faithfully in a good and workmanlike manner pursue the substantial completion of the Improvements as a good and valuable consideration of this Agreement. Owner further covenants and agrees that all construction of the Improvements will be in accordance with all applicable federal, state and local laws and regulations or valid waiver thereof. In further consideration, Owner and its affiliates, successors and permitted assigns shall from the date a Certificate of Occupancy is issued until the expiration or termination of this Agreement, operate and maintain the Real Property (or cause the same to be operated and maintained) for the following described purposes: Office building where Owner, its affiliates, successors or its permitted assigns will initially employ approximately 210 full-time equivalent employees referred to herein as the "Purposes."

DEFAULT

7. Any of the following events shall be deemed a breach of this Agreement resulting in default:

- (a) The Improvements are not completed in accordance with this Agreement;
- (b) Owner allows its real or personal property taxes owed the City or Taxing Units on the Real Property, Improvements, or Personalty to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes;
- (c) Owner fails to occupy the Improvements for the Purposes set forth in paragraph 6 above on or before January 1, 2006 or such later date as permitted under paragraph 5 above;
- (d) The taxable value of the Personalty or the taxable value of the Improvements placed in Reinvestment Zone 78 as determined for ad valorem tax purposes on January 1, 2006, is less than the minimum amounts set forth in paragraphs 2 or 5 above, respectively;
- (e) For any period after the date specified in paragraph 7(d) above, the taxable value of the Personalty as determined for ad valorem tax purposes is less than the minimum amount set forth in paragraph 2 above as the result of Owner's causing or allowing the removal of any Personalty from Reinvestment Zone 78;
- (f) Owner fails to employ at least 75% of its employee commitment as provided in paragraph 4 above; or
- (g) Owner fails to provide annual certification as required in paragraph 10 below.

8. In the event that the Owner defaults under this Agreement then the City or Taxing Units shall give the Owner written notice of such default and if the Owner has not cured such default, or obtained a waiver thereof from the appropriate authority, within thirty (30) days of said written notice, or if such default cannot be cured by the payment of money and cannot with due diligence be cured within a thirty (30) day period due to causes beyond the control of Owner and Owner does not commence to cure such default within such thirty (30) day period and thereafter diligently proceed with its efforts to cure same, this Agreement may be terminated by the City and Taxing Units on notice to Owner. Notice shall be in writing as provided below. Upon the occurrence of an event of default other than under Paragraph 7(b) above and after Owner fails to cure same in accordance herewith and upon notice from the City and the Taxing Units to Owner electing to terminate this Agreement, this Agreement shall immediately terminate as of the date of such notice with respect to the tax abatements attributable to the Improvements and/or Personalty and all taxes due after the date of termination of this Agreement shall be paid in full without the benefit of any abatement. The parties acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

9. Upon the occurrence of an event of default under Paragraph 7(b) above and after Owner fails to cure same in accordance herewith and upon notice from the City and the Taxing Units to Owner electing to terminate this Agreement, this Agreement shall immediately terminate as of the date of such notice with respect to the tax abatements attributable to the Improvements and/or Personalty and all taxes, including previously abated taxes which would have been paid to the City and Taxing Units without the benefit of this Agreement, shall become due and owing to the City and Taxing Units, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

ANNUAL CERTIFICATION

10. On or before the 1st day of November of each calendar year during the term of this Agreement, the Owner must provide annual certification (substantially in the form attached as EXHIBIT "C" hereto) to the Governing Body of the City certifying compliance with each applicable term of the Agreement. For any year of this Agreement that the taxable value of the Personalty as determined for ad valorem tax purposes is less than the amount specified in paragraph 2 above, the Owner must certify that the taxable value of the Personalty as determined for ad valorem tax purposes for that year is not less than the amount specified in paragraph 2 above as the result of Owner's causing or allowing the removal of any Personalty from Reinvestment Zone 78.

ASSIGNMENT

11. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of all parties hereto. This Agreement cannot be assigned by Owner unless written

permission is first granted by the City and Taxing Units, which permission shall be at the reasonable discretion of the City and Taxing Units, except under the following conditions:

(a) Assignment to an affiliate of Owner is permissible;

(b) A transfer or assignment of the Real Property and Improvements, or an assignment of this Agreement, by Owner to Owner's successors or assigns is permissible wherein the successor or assignee agrees to be bound by the terms of this Agreement and Owner shall continue to conduct business on the subject premises and shall remain the primary tenant.

However, Owner agrees to give written notice to the City and Taxing Units of any assignment or transfer of interest allowed pursuant to subparagraphs (a) and (b) thereof.

ABATEMENT PROVISIONS

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City and Taxing Units, a portion of ad valorem real and personal property taxes from the Improvements and Personalty otherwise owed to the City and taxing Units shall be abated as follows:

(a) The tax abatements as to the Improvements and Personalty, as provided for herein, shall be for a period of **ten (10) tax years, from January 1, 2006 through December 31, 2015.**

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to **fifty percent (50%)** of the value of the Improvements and **fifty percent (50%)** of the Personalty for each tax year from **January 1, 2006 through December 31, 2015.**

(c) The Owner shall have the right to protest and/or contest any assessment of the Improvements or Personalty, and the abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest.

NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of third business day after the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Thomas H. Muehlenbeck
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

For Taxing Units by notice to:

County of Collin, Texas
Attention: The Honorable Ron Harris
County Judge
Collin County Commissioners Court
210 S. McDonald, Ste. 626
McKinney, Texas 75069

Collin County Community College District
Attention: Dr. Cary A. Israel
President of Board of Trustees
4800 Preston Park Blvd.
Plano, Texas 75093

For Owner by notice to:

Southwest Corporate Federal Credit Union
ATTN: Mr. John P. Cassidy
Senior Vice President
7920 Belt Line Road, Suite 1100
Dallas, Texas 75240-8145

With copy to :

Charles D. Pulman
Meadows, Owens, Collier, Reed, Cousins & Blau, LLP
901 Main Street, Suite 3700
Dallas, Texas 75202

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. The Owner further agree that the City and Taxing Units, their agents and employees, shall have reasonable right (upon reasonable prior notice to Owner) to access the Real Property to inspect the Improvements and Personalty in order to insure that the construction of the Improvements and locations of the Personalty are in accordance with this Agreement and all applicable federal, state, and local laws and regulations. After completion of the Improvements, City and Taxing Units shall have the continuing right (upon reasonable prior notice to Owner) to inspect the Improvements and Personalty to insure that they are thereafter maintained, operated and occupied in accordance with this Agreement.

15. It is understood and agreed between the parties that the Owner, in performing their obligations hereunder, are acting independently, and the City and Taxing Units assume no responsibilities or liabilities in connection therewith to third parties and Owner agree to indemnify and hold harmless City and Taxing Units from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of Owner's default of their obligations hereunder.

16. The City and the Taxing Units each represent and warrant that the Improvements and Personalty do not include any property that is owned by a member of their respective councils or boards, agencies, commissions, or other governmental bodies approving, or having responsibility for the approval of this Agreement.

17. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 23rd day of June, 2003, authorizing the City Manager to execute the Agreement on behalf of the City.

18. This Agreement was authorized by the minutes of the Commissioners Court of Collin County, Texas, at its meeting on the 8th day of July, 2003, whereupon it was duly determined that the County Judge would execute the Agreement on behalf of Collin County.

19. This Agreement was authorized by the Board Minutes of the Board of Trustees of Collin County Community College District at its Board Meeting on the 22 day of July, 2003, whereupon it was duly determined that the Chairman would execute the Agreement on behalf of Collin County Community College District.

20. This Agreement was entered into by Owner pursuant to authority granted by its Board of Directors whereby an authorized representative of the Owner was authorized to execute this Agreement on behalf of Owner.

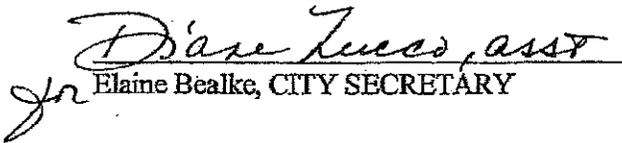
21. This instrument shall constitute a valid and binding agreement between the City and the Owner, when executed in accordance herewith, regardless of whether any other TAXING UNIT executes this Agreement. This instrument shall constitute a valid and binding agreement between such TAXING UNITS and the Owner when executed on behalf of said parties, for the abatement of such TAXING UNIT's taxes in accordance therewith.

22. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this 23rd day of June, 2003.

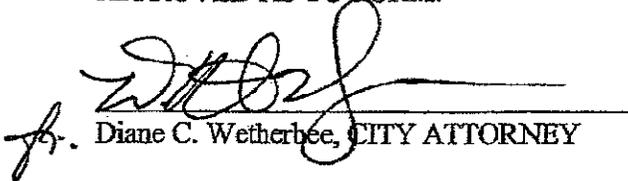
ATTEST:

CITY OF PLANO, TEXAS, a home rule municipal corporation


Elaine Bealke, CITY SECRETARY

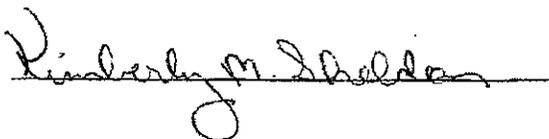

Thomas H. Muehlenbeck, CITY MANAGER

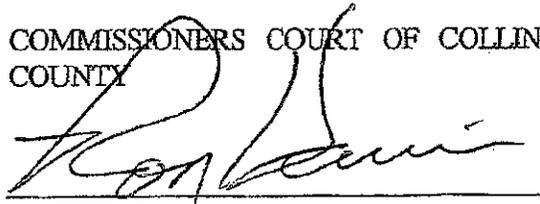
APPROVED AS TO FORM:


Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

COMMISSIONERS COURT OF COLLIN COUNTY




COUNTY JUDGE
2003-500-07-08

ATTEST:

COLLIN COUNTY COMMUNITY
COLLEGE DISTRICT

Judy L. Stone

Sam E. Roach
CHAIRMAN

ATTEST:

SOUTHWEST CORPORATE FEDERAL
CREDIT UNION, a corporation chartered
under the laws of the United States

Chris Duen
Christopher Turner Esq.
General Counsel

By: John B. Cassidy
Name: John B. Cassidy
Senior Vice President

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 78
Real Property
Metes and Bounds

BEING a tract of land out of the M.C. Vela Survey, Abstract No. 935 in the City of Plano, Collin County, Texas, being all of the 5.299 acre tract of land described in deed to EDS Information Services L.L.C., recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas, being part of the 5.764 acre tract of land described in deed to EDS Information Services L.L.C. recorded in Volume 4853, Page 2203 of the Land Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod found in the West right-of-way line of Parkwood Boulevard (121' ROW), said iron rod being the Southeast corner of Lincoln Place in Legacy, Phase II, an addition to the City of Plano according to the plat thereof recorded in Cabinet L, Page 21 of the Map Records, Collin County, Texas;

THENCE with said West right-of-way line, South 00 degrees 05 minutes 22 seconds East, a distance of 413.30 feet to a 5/8" iron rod found for corner;

THENCE with a corner clip in said West right-of-way line, South 44 degrees 54 minutes 38 seconds West, a distance of 21.21 feet to a 5/8" iron rod found in the North right-of-way line of Democracy Drive (65' ROW);

THENCE with said North right-of-way line, the following courses and distances to wit:

South 89 degrees 54 minutes 38 seconds West, a distance of 85.00 feet to a 5/8" iron rod set with a plastic cap stamped "KHA" (hereinafter called 5/8" iron rod set) for the beginning of a tangent curve to the right, having a central angle of 06 degrees 07 minutes 55 seconds, a radius of 1185.00 feet and a chord bearing and distance of North 87 degrees 01 minutes 25 seconds West, 126.76 feet;

Westerly, with said curve, an arc distance of 126.82 feet to a 5/8" iron rod found for the beginning of a reverse curve to the left, having a central angle of 16 degrees 31 minutes 14 seconds, a radius of 1915.00 feet and a chord bearing and distance of South 87 degrees 46 minutes 56 seconds West, 550.25 feet;

Westerly, with said curve, an arc distance of 552.16 feet to a 5/8" iron rod set for corner;

THENCE leaving the North right-of-way line of Democracy Drive, North 00 degrees 13 minutes 53 seconds East, a distance of 445.81 feet to a 5/8" iron rod set in the South line of Lincoln Place In Legacy, an addition to the City of Plano, according to the plat thereof recorded in Cabinet K, Page 333, of the Map Records, Collin County, Texas;

THENCE with said South line, South 89 degrees 46 minutes 07 seconds East, a distance of 225.80 feet to an aluminum monument in concrete found for the Southwest corner of said Lincoln Place in Legacy, Phase II;

THENCE with the South line of said Lincoln Place in Legacy, Phase II, South 89 degrees 49 minutes 10 seconds East, a distance of 548.16 feet to the Point of Beginning and containing 7.522 acres of land.

EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 78

This letter certifies that Southwest Corporate Federal Credit Union is in compliance with each applicable term as set forth in the Agreement to Resolution No. 2003-6-21(R) as of November 1, 20___. The term of this Agreement is January 1, 2006 through December 31, 2015. If the taxable value of the Personalty as determined for ad valorem tax purposes for the current year is less than the amount specified in paragraph 2 of the Agreement, this letter further certifies that the taxable value of the Personalty as determined for ad valorem tax purposes is not less than the amount specified in paragraph 2 of the Agreement as the result of Owner's causing or allowing the removal of any Personalty from Reinvestment Zone 78. This form is due on November 1 of each year this tax abatement is in force.

ATTEST:

**SOUTHWEST CORPORATE FEDERAL
CREDIT UNION**, a corporation chartered
under the laws of the United States

By: _____

Name: John P. Cassidy
Senior Vice President

Date

NOTE:

This signed and witnessed certification form should be mailed to:

**City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358**

EXHIBIT "B"



southwest corporate
FEDERAL CREDIT UNION

6801 Parkwood Boulevard
Plano, TX 75024-7198
800-442-5763
214-703-7500

www.swcorp.org

VIA FEDERAL EXPRESS

May 24, 2011

City of Plano
Attention: Mr. Bruce Glasscock
1520 K Avenue
Plano, TX 75074

County of Collin, Texas
Attention: The Honorable Keith Self
County Judge
Collin County Commissioners Court
2300 Bloomdale Road, Suite 4192
McKinney, TX 75071

Collin County Community College District
Attention: Brenda Willard Goodell
Chairperson of Board of Trustees
4800 Preston Park Boulevard
Plano, TX 75093

Re: Tax Abatement Agreement between the City of Plano, the County of Collin County, the Collin County Community College District, and Southwest Corporate Federal Credit Union for Reinvestment Zone No. 78, Resolution No. 2003, signed June 23, 2003

Dear Sirs and Madame:

The purpose of this letter is to obtain the City of Plano's, the County of Collin, Texas', and the Collin County Community College District's: (1) acknowledgement and assent to the National Credit Union Administration Board's ("NCUA Board") succession to the rights and obligations of Southwest Corporate Federal Credit Union ("Southwest Corporate") under the referenced Tax Abatement Agreement and (2) acknowledgment that the NCUA Board, as the Liquidating Agent of Southwest Corporate and as the Conservator of Southwest Bridge Corporate Federal Credit Union ("Southwest Bridge"), is the owner of the real and personal property that is the subject of the referenced Tax Abatement Agreement.

Effective September 24, 2010, Southwest Corporate's principal regulator, the NCUA Board, placed Southwest Corporate into conservatorship with the NCUA Board serving as Conservator. In order to permit Southwest Corporate to continue providing services to its member credit unions and permit the NCUA Board to dispose of Southwest Corporate's troubled assets in the least-costly manner, the NCUA Board bisected Southwest Corporate.

Effective September 28, 2010, NCUA Board chartered Southwest Bridge Corporate Federal Credit Union ("Southwest Bridge"), placed Southwest Bridge into conservatorship, and appointed itself as Southwest Bridge's Conservator pursuant to Section 206(h)(1) of the Federal Credit Union Act, 12 U.S.C §1786(h)(1). Effective October 31, 2010, the NCUA Board placed Southwest Corporate into involuntary liquidation with the NCUA Board serving as Liquidating Agent. Then on November 1, 2010, the NCUA Board as Liquidating Agent of Southwest Corporate transferred to Southwest Bridge many of Southwest Corporate's assets, including all of its personal property, except furniture, that is used on the real property that is the subject of referenced Tax Abatement Agreement. In addition, the NCUA Board as Liquidating

Agent for Southwest Corporate transferred Southwest Corporate's operations to Southwest Bridge. However, the NCUA Board left in Southwest Corporate all of Southwest Corporate's real property and the furniture used on the real property that is the subject of the referenced Tax Abatement Agreement. The NCUA Board, as Conservator of Southwest Bridge, utilizes that real and personal property to continue to conduct what was previously the operations of Southwest Corporate.

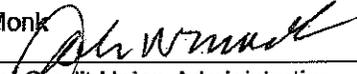
Pursuant to Section 207 of the Federal Credit Union Act, 12 U.S.C. §1787(b)(2)(A), the NCUA Board as Liquidating Agent of Southwest Corporate, and by operation of federal law, succeeded to all the rights, titles, powers, privileges, and assets of Southwest Corporate, including Southwest Corporate's real and personal property and its rights and obligations under the Tax Abatement Agreement referenced above. Pursuant to Section 207 of the Federal Credit Union Act, 12 U.S.C. §1787(b)(2)(B), the NCUA Board, as Conservator of Southwest Bridge, and by operation of federal law, took over the assets of Southwest Bridge, including Southwest Corporate's personal property transferred to Southwest Bridge that is the subject of the referenced Tax Abatement Agreement. By this letter, Southwest Corporate is seeking the City of Plano's, the County of Collin, Texas', and the Collin County Community College District's: (1) acknowledgement and assent to the NCUA Board's succession to the rights and obligations of Southwest Corporate under the referenced Tax Abatement Agreement and (2) acknowledgment that NCUA Board, as the Liquidating Agent of Southwest Corporate and as the Conservator of Southwest Bridge, is the owner of the real and personal property that is the subject of the referenced Tax Abatement Agreement.

Please indicate your acknowledgement and assent by signing this letter in the appropriate signature block below and returning the executed letter to me at the following address: National Credit Union Administration, Attention: John Monk, 4807 Spicewood Springs Road, Suite 5100, Austin, TX 78759.

If you have any questions, please contact myself at 512-231-7904 or by email at jmonk@ncua.gov.

Sincerely,

John Monk


National Credit Union Administration
Agent for the Liquidating Agent
Director of the Division of Asset Recovery
On Behalf of Southwest Corporate Federal Credit Union

Accepted by:

City of Plano

By: _____
Bruce Glasscock
City Manager

County of Collin, TX

By: _____
The Honorable Keith Self
County Judge

Collin County College Community District

By: _____
Brenda Willard Goodell
Chairperson of the Board of Trustees

EXHIBIT "C"
CERTIFICATION FORM
REINVESTMENT ZONE NO. 78

This letter certifies that, as of August __, 2011, the National Credit Union Administration ("NCUA") Board, as the Liquidating Agent for Southwest Corporate Federal Credit Union, an Asset Management Estate, ("SCFCU") is in compliance with each applicable term as set forth in the Tax Abatement Agreement to Resolution No. 2003-6-21(R). The term of this Agreement is January 1, 2006, through December 31, 2015. If the taxable value of the Personalty owned by the NCUA Board as the Liquidating Agent for SCFCU and the NCUA Board as the Conservator for Southwest Bridge Corporate Federal Credit Union for the current year is less than the amount specified in paragraph 2 of the Agreement, this letter further certifies that the taxable value of the Personalty as determined for ad valorem tax purposes is not less than the amount specified in paragraph 2 of the Agreement as the result of the NCUA Board's causing or allowing the removal of any Personalty from Reinvestment Zone No. 78.

The NCUA Board, as Liquidating Agent for SCFCU hereby acknowledges that a certification letter in this form is due on or before the 1st day of November of each calendar year that the above-referenced Tax Abatement is in force.

SOUTHWEST CORPORATE
FEDERAL CREDIT UNION, AN ASSET
MANAGEMENT ESTATE

HEREBY ATTESTED as of
this ____ day of _____, 2011

By: _____
Mike Barton
President, NCUA Asset
Management and Assistance
Center and Agent for the
NCUA Board as Liquidating
Agent For Southwest Corporate
Federal Credit Union

By: _____
Name: _____
Title: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, nominating Tektronix Texas, LLC ("Tektronix" or the "Company"), to the Office of the Governor, Economic Development and Tourism through the Texas Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; 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: 10-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact. STRATEGIC PLAN GOAL: Assisting companies with economic development incentives relates to the City's goal of strong local economy.				
SUMMARY OF ITEM				
Request for Enterprise Project Nomination for a single project designation based on job retention.				
List of Supporting Documents: Resolution Letter of request			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, nominating Tektronix Texas, LLC (“Tektronix” or the “Company”), to the Office of the Governor, Economic Development and Tourism through the Texas Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program pursuant to the Texas Enterprise Zone Act, Texas Government Code, Chapter 2303; and providing an effective date.

WHEREAS, on October 27, 2008, the City of Plano (“City”) previously passed Ordinance No. 2008-10-22 electing to participate in the Texas Enterprise Zone Program, and the local incentives offered under this Resolution are the same on this date as were outlined in Ordinance No. 2008-10-22; and

WHEREAS, the Office of the Governor, Economic Development and Tourism (“OOGEDT”) through the Texas Economic Development Bank (“Bank”) will consider Tektronix as an Enterprise Project pursuant to a nomination and an application made by the City; and

WHEREAS, the City desires to pursue the creation of the proper economic and social environment in order to induce the investment of private resources in productive business enterprises located in the City and to provide employment to residents of enterprise zones and to other economically disadvantaged individuals; and

WHEREAS, pursuant to Chapter 2303, Subchapter F of the Texas Enterprise Zone Act, Texas Government Code (the “Act”), Tektronix has applied to the City for designation as an Enterprise Project; and

WHEREAS, the City finds that, based upon representations of Tektronix, the Company is a “qualified business” under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade or business at a qualified business site within the governing body’s jurisdiction located outside of an enterprise zone and at least thirty-five percent (35%) of the business’ new employees will be residents of an enterprise zone or economically disadvantaged individuals; and

WHEREAS, the City finds that Tektronix further meets the criteria for designation as an Enterprise Project under Chapter 2303, Subchapter F of the Act on the following grounds:

- (1) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities within the area; and
- (2) The designation of Tektronix as an Enterprise Project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

WHEREAS, the City finds that Tektronix meets the criteria for tax relief and other incentives adopted by the City and nominates the Company for Enterprise Project status on the grounds that it will be located at the qualified business site, will retain a high level of employment, economic activity and stability; and

WHEREAS, the City finds that it is in the best interest of the City to nominate Tektronix as an Enterprise Project pursuant to the Act.

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

Section I. The findings of the City and its actions approving this Resolution taken at the Council meeting are hereby approved and adopted.

Section II. The City finds that Tektronix is a “qualified business,” as defined in Section 2303.402 of the Act, and meets the criteria for designation as an Enterprise Project, as set forth in Section 2303, Subchapter F of the Act.

Section III. The City nominates Tektronix as an Enterprise Project.

Section IV. The Enterprise Project shall take effect on September 1, 2011 and terminate on September 1, 2016.

DULY PASSED AND APPROVED this the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

August 5, 2011

Mr. Bruce Glasscock
City Manager
City of Plano
1520 Avenue K
Plano, TX 75074

Re: Request for Application for Enterprise Project Designation

Dear Mr. Glasscock:

Pursuant to Section 2303.404 of the Texas Government Code, Tektronix Texas, LLC ("Tektronix Texas") respectfully requests that the governing body of the City of Plano, Texas ("Plano"), apply to the Texas Economic Development Bank for a five-year Enterprise Project retention designation under the Texas Enterprise Zone Act (the "Act") for its project and/or activity described in this letter. Tektronix Texas is considering an investment of approximately \$7.5 million in new high-tech lab and information technology equipment which is critical to the development of technology solutions for the telecommunication carrier market, the retention of jobs and potential creation of new full-time jobs.

Tektronix Texas is a wholly-owned subsidiary of Tektronix, Inc. ("Tektronix"), which is a majority wholly-owned subsidiary of Danaher Corporation ("DHR"). DHR, a publically traded diversified technology leader, designs, manufactures, and markets innovative products and services with strong brand names and significant market positions, with more than 48,000 employees and operations in 125 countries. This \$13.2 billion company is headquartered in Washington, DC. DHR's business activities encompass four reporting segments: Medical Technologies, Professional Instrumentation, Industrial Technologies and Tools & Components.

Tektronix is a leading supplier of test, measurement, and monitoring technology for the communications, computer, semiconductor, military/aerospace, consumer electronics, education and broadcast fields as well as other fields worldwide. With over 60 years of experience, Tektronix enables its customers to design, build, deploy, and manage next-generation global communications networks, computing and advanced technologies. Headquartered in Beaverton, Oregon, Tektronix has operations in 19 countries around the world.

Tektronix Texas is located in Plano, Texas where it operates a research and development facility at 3033 W. President George Bush Hwy. The facility employs 453 people on a full-time basis and it is Tektronix's only facility located within the State. High-tech research and development, final product assembly, and software integration and testing activities are conducted at the facility. In 2010, total sales of Tektronix Texas were \$248 million.

Incentives will allow the company to lower its cost of investing at this facility and improve various financial metrics which are an important part of the capital investment decision making process. Tektronix Texas plans to create 10 and retain 453 jobs for benefit under the Enterprise Zone Program.

During the five-year Enterprise Project designation period and upon job certification, Tektronix Texas will make reasonable efforts to retain the certified positions and/or replace the certified positions with new, qualifying employees according to the program guidelines.

Thank you for your consideration and assistance. Please do not hesitate to contact me at 469-330-3705 or our consultant Seema Swetlin, Duff & Phelps at 760-918-5961 with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Naemura", written in a cursive style.

David H. Naemura
Vice President & CFO, Communications & Enterprise Group

c: Sally Bane, City of Plano
c: Diane Wetherbee, City of Plano

August 5, 2011

Mr. Bruce Glasscock
City Manager
City of Plano
1520 Avenue K
Plano, TX 75074

and

Office of the Governor
Economic Development & Tourism
Texas Economic Development Bank
Texas Enterprise Zone Program
1100 San Jacinto
Austin, Texas 78701

Re: Project Description

Dear Mr. Glasscock:

As you know, Tektronix Texas, LLC ("Tektronix Texas") has been working with City of Plano officials regarding current and new investments over the next five years. The investments consist of approximately \$7.5 million in high-tech lab and information technology equipment which is critical to the development of technology solutions for the telecommunication carrier market, the retention of jobs and potential creation of new full-time jobs.

Tektronix Texas respectfully requests that the City of Plano, under the Texas Enterprise Zone Program, nominate its project as an Enterprise Project qualifying for a single project designation based on job retention to the Texas Economic Development Bank. This designation will allow Tektronix Texas to take advantage of exemptions on state sales and use taxes paid on certain items during the five year designation period. This letter is intended to describe the proposed Plano project per the instructions set forth in the Texas Enterprise Project Application.

Tektronix Texas is a wholly-owned subsidiary of Tektronix, Inc. ("Tektronix"), which is a majority wholly-owned subsidiary of Danaher Corporation ("DHR"). DHR, a publically traded diversified technology leader, designs, manufactures, and markets innovative products and services with strong brand names and significant market positions, with more than 48,000 employees and operations in 125 countries. This \$13.2 billion company is headquartered in Washington, DC. DHR's business activities encompass four reporting segments: Medical Technologies, Professional Instrumentation, Industrial Technologies and Tools & Components.

Tektronix is a leading supplier of test, measurement, and monitoring technology for the communications, computer, semiconductor, military/aerospace, consumer electronics, education and broadcast fields as well as other fields worldwide. With over 60 years of experience, Tektronix enables its customers to design, build, deploy, and manage next-generation global communications networks, computing and advanced technologies. Headquartered in Beaverton, Oregon, Tektronix has operations in 19 countries around the world.

Tektronix Texas is located in Plano, Texas where it operates a research and development facility at 3033 W. President George Bush Hwy. The facility employs 453 people on a full-time basis and it is Tektronix's only facility located within the State. High-tech research and development, final product assembly, and software integration and testing activities are conducted at the facility. In 2010, total sales of Tektronix Texas were \$248 million. Currently, the Plano facility exports approximately 45% of its products internationally and the remaining 55% ship domestically. Product is shipped from the Plano facility via truck transportation to a common carrier. Though the company is expecting continued growth associated with this project, it is not anticipated that either the export ratio or transportation needs will be affected by this project.

Incentives will allow the company to lower its cost of investing at this facility and improve various financial metrics which are an important part of the capital investment decision making process. Tektronix Texas plans to create 10 and retain 453 jobs for benefit under the Enterprise Zone Program and will maintain separate payroll and tax records of the business activity conducted at the qualified business site.

Please accept this project description as a request for your approval and assistance in applying for this designation. Enterprise Project designation requires City Council approval and a state review of an Enterprise Project application.

Thank you for your consideration and assistance. Please do not hesitate to contact me at 469-330-3705 or our consultant Seema Swetlin, Duff & Phelps at 760-918-5961 with any questions you may have.

Sincerely,



David H. Naemura
Vice President & CFO, Communications & Enterprise Group

c: Sally Bane, City of Plano
c: Diane Wetherbee, City of Plano



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/11		
Department:		Legal		
Department Head		Diane Wetherbee		
Agenda Coordinator (include phone #): Betsy Allen # 7545				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the name change of the Arts of Collin County Commission, Inc. to The Arts Center of North Texas and approving amendments to its certificate of formation and bylaws to effect the name change; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Changing the name of the Arts of Collin County Commission relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Approving name change of the Arts of Collin County Commission, Inc. to The Arts Center of North Texas as requested by the ACC.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the name change of the Arts of Collin County Commission, Inc. to The Arts Center of North Texas and approving amendments to its certificate of formation and bylaws to effect the name change; and providing an effective date.

WHEREAS, the Arts of Collin County Commission, Inc. (“Corporation”) is a Texas Nonprofit Corporation established in 2004 pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code, Chapter 394 of the Texas Local Government Code and the Texas Business Organizations Code; and

WHEREAS, the Corporation was established pursuant to an agreement between the City of Allen, Texas, the City of Frisco, Texas, and the City of Plano, Texas (individually “City”; collectively “Cities”); and

WHEREAS, at a duly called regular meeting of the Board of the Corporation on June 23, 2011, a quorum was present and a majority of the full Board then appointed and serving voted to change the name of the Corporation to The Arts Center of North Texas and to authorize any changes to the Corporation’s certificate of formation and bylaws necessary to effect this change; and

WHEREAS, Article XV of the Articles of Incorporation and Article IX of the Bylaws of the Corporation require that any amendment be approved in writing by each of the Cities.

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

Section I. The recitals set forth above are true and correct and are adopted herein verbatim as if fully set forth at length.

Section II. The City Council of the City of Plano approves of the name change of the Corporation to The Arts Center of North Texas.

Section III. The Corporation is authorized to amend its Articles of Incorporation and Bylaws solely for the purpose of reflecting this new name.

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

DULY PASSED AND APPROVED this the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

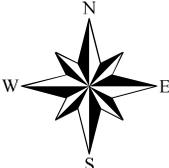


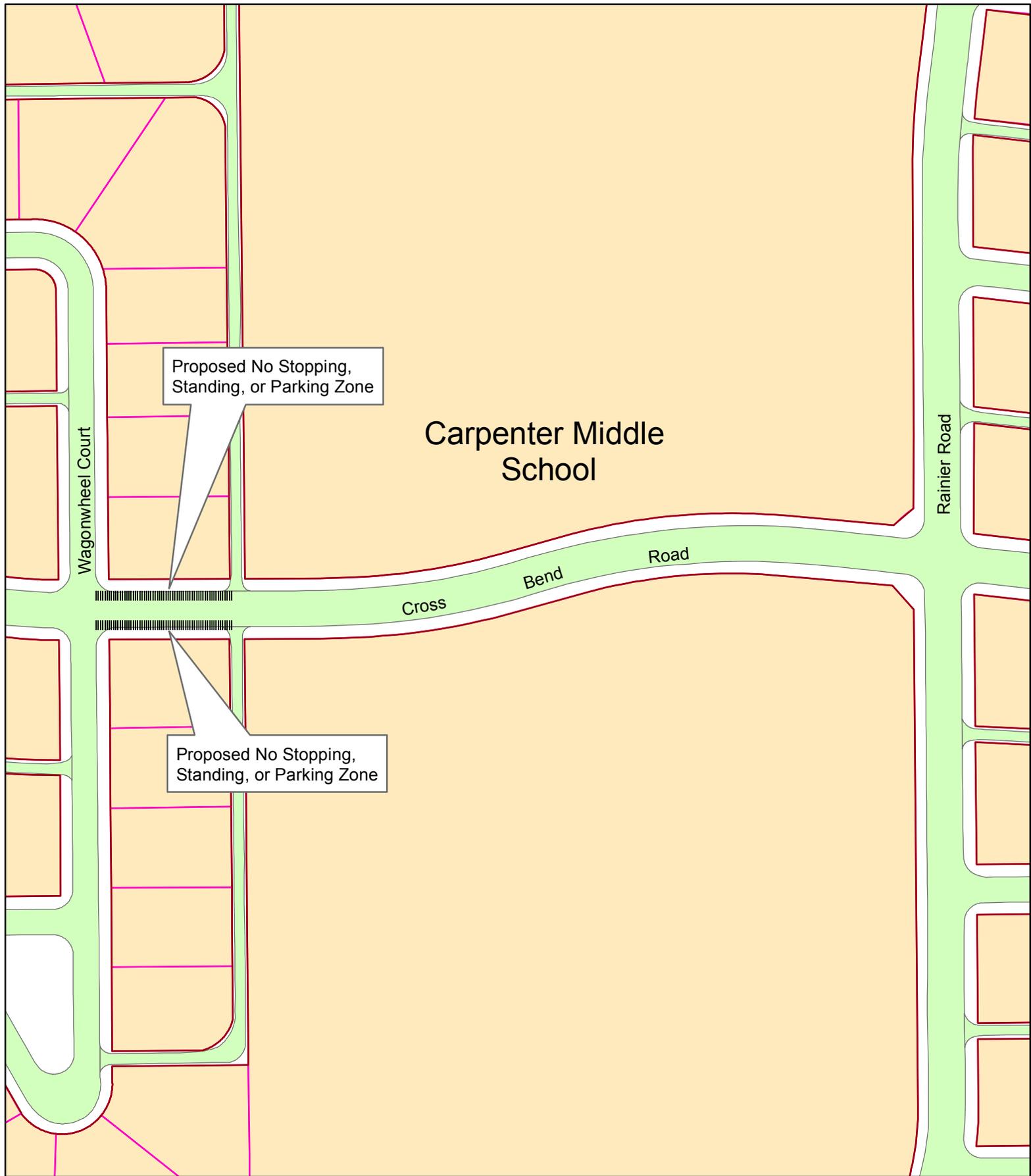
CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/2011		
Department:	Public Works			
Department Head	Gerald Cosgrove			
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
<p>An ordinance of the City of Plano, Texas, amending Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of 18th Street, 19th Street, Cross Bend Road, M Avenue, N Avenue, Oakland Hills Drive, and Rigsbee Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.</p>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		0	0	0
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): GENERAL FUND				
COMMENTS: Any revenue received via fines as a result of this Ordinance is undeterminable at this time.				
STRATEGIC PLAN GOAL: Passage of this Ordinance relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
<p>The purpose of this proposed ordinance is to accomplish three goals. First is to provide for improved traffic circulation around the new Mendenhall Elementary School by prohibiting stopping, standing, or parking along the adjacent curb lines of the surrounding public streets including the north side of 18th Street from L Avenue to N Avenue, the south side of 19th Street from a point 510 feet east of K Avenue to N Avenue, and the west side of N Avenue from 18th Street to 19th Street. Second is to codify two existing, posted, no stopping, standing, or parking zones on Cross Bend Road for Carpenter Middle School, and on Oakland Hills Drive for Anderson Elementary School. Finally, the proposed ordinance will address long-term obstructions to driver visibility at the intersections of Van Buren Drive and Tilden Drive with Rigsbee Drive. The visibility obstructions are the result of parked vehicles along the west curb line of Rigsbee Drive. It is alleged by various complainants that these parked vehicles belong to tenants and guests of an adjacent apartment complex. The Transportation Engineering Division (TED) has prepared the attached ordinance for City Council consideration. The TED recommends approval of this ordinance.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map			N/A	

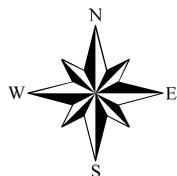


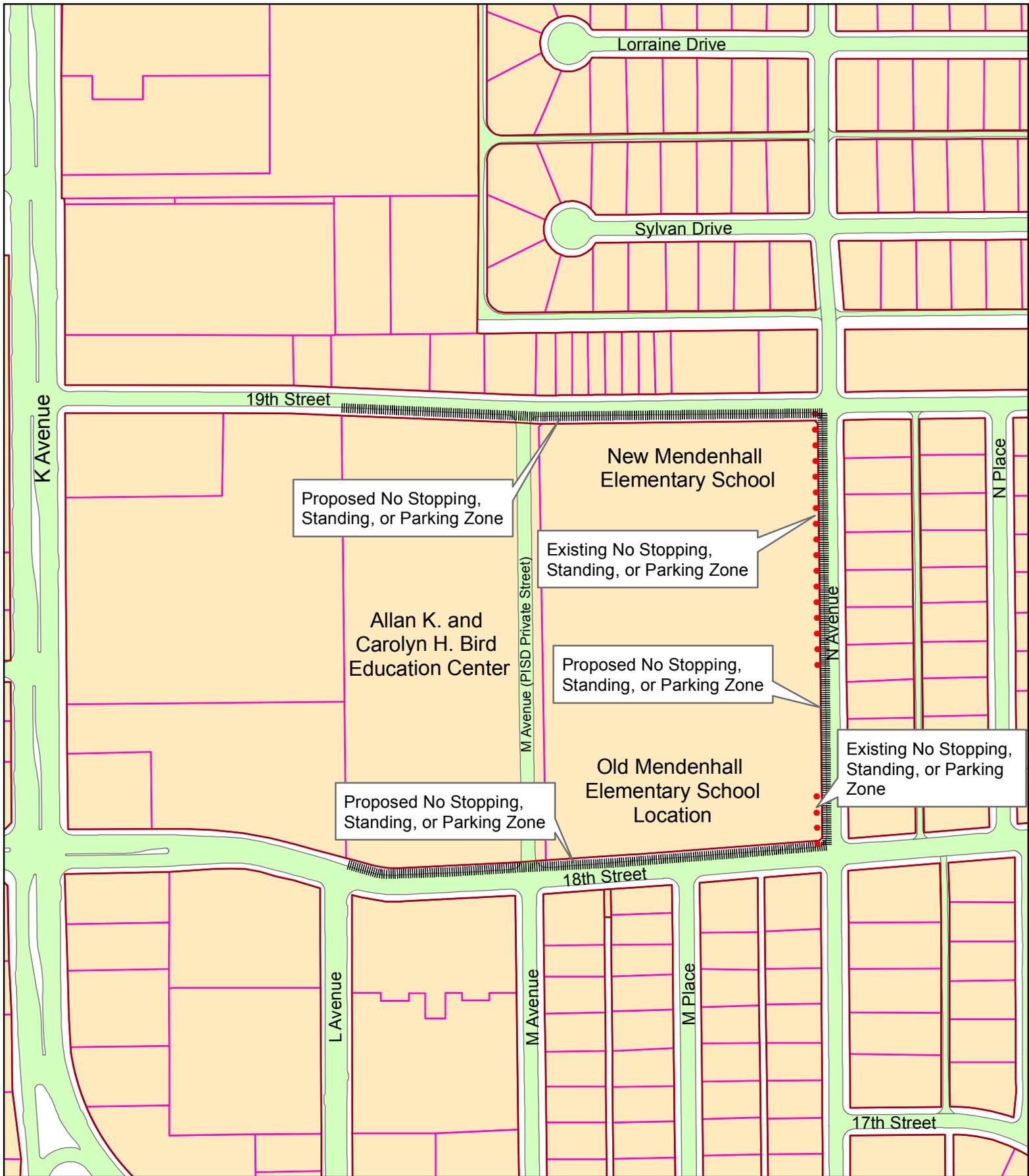
Proposed No Stopping, Standing, or Parking Zones for Anderson Elementary School



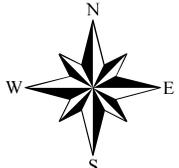


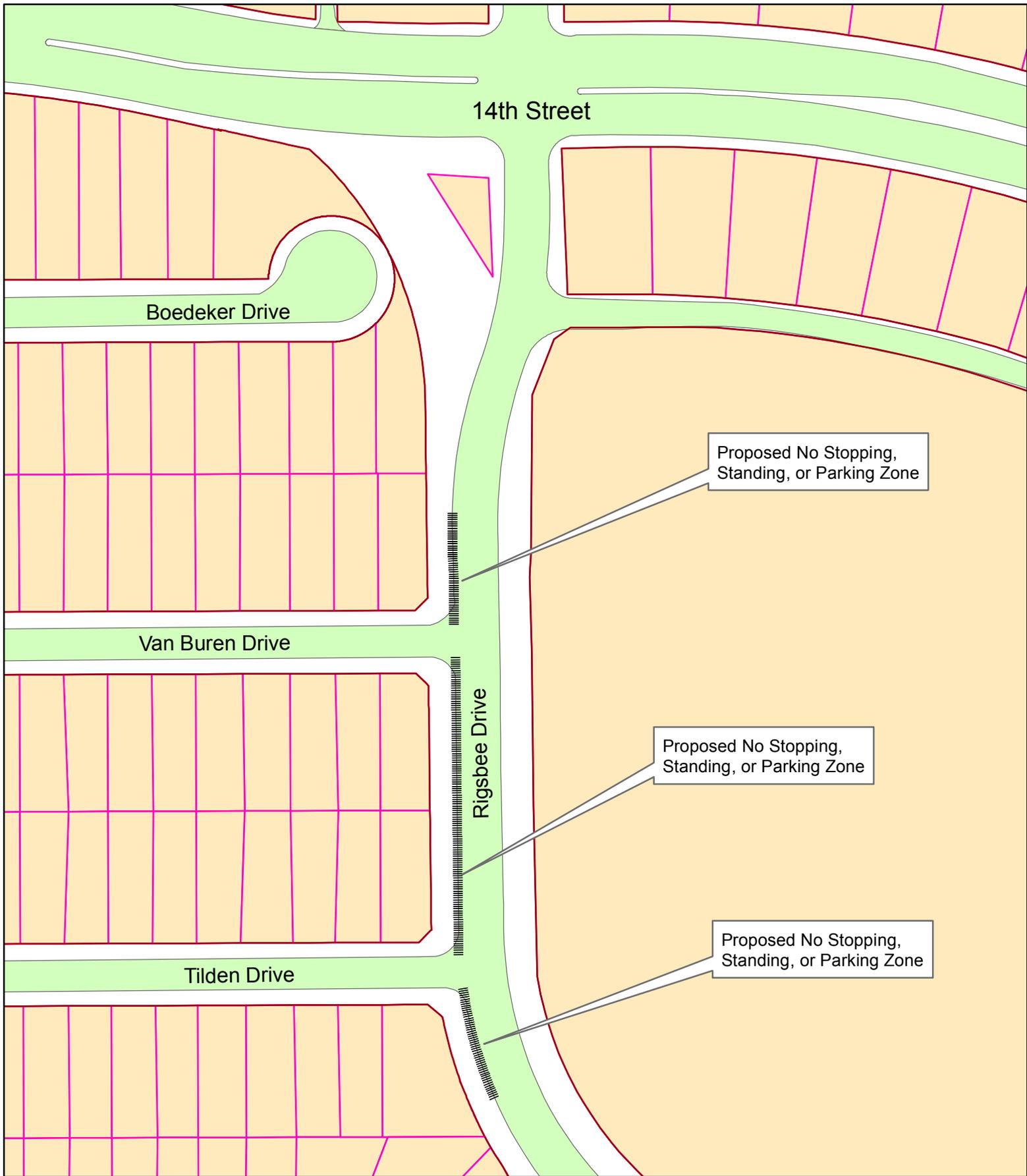
Proposed No Stopping, Standing, or Parking Zones for Carpenter Middle School



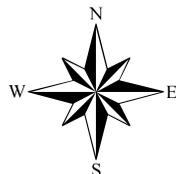


Proposed No Stopping, Standing, or Parking Zones for Mendenhall Elementary School





Proposed No Stopping, Standing, or Parking Zones for Rigsbee Drive



An ordinance of the City of Plano, Texas, amending Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances to prohibit stopping, standing, or parking of motor vehicles on certain sections of 18th Street, 19th Street, Cross Bend Road, M Avenue, N Avenue, Oakland Hills Drive, and Rigsbee Drive, within the city limits of the City of Plano; declaring it unlawful and a misdemeanor to park motor vehicles upon such sections of such roadway within the limits herein defined; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the Plano Independent School District has constructed a new Mendenhall Elementary School adjacent to, and north of the old Mendenhall Elementary School; and

WHEREAS, the traffic circulation plan for the new Mendenhall Elementary School depends upon the free flow of traffic on 19th Street and N Avenue, both of which are 26-foot wide Type G streets where parking is permitted on both sides of the street; and

WHEREAS, there is also the potential for the queuing of vehicles in the drop-off/pick-up line to back up onto 18th Street and especially along the north curb line of 18th Street; and

WHEREAS, the traffic circulation plan will benefit from the prohibition of stopping, standing, or parking at any time on the north side of 18th Street, the south side of 19th Street, and the west side of N Avenue; and

WHEREAS, there is a need to codify existing no stopping, standing, or parking at any time zones on Cross Bend Road for Carpenter Middle School and Oakland Hills Drive for Anderson Elementary School; and

WHEREAS, obstructions to the visibility of on-coming cross street traffic have been identified at the intersections of Van Buren Drive and Tilden Drive with Rigsbee Drive; and

WHEREAS, these obstructions to visibility are the result of on-street parking on the west side of Rigsbee Drive; and

WHEREAS, these obstructions to visibility can be ameliorated by the prohibition of stopping, standing, or parking at any time along the west curb line of Rigsbee Drive adjacent to its intersections with Van Buren Drive and Tilden Drive; and

WHEREAS, the City Council of the City of Plano finds it necessary to prohibit the stopping, standing or parking at any time of motor vehicles along and upon certain sections of 18th Street, 19th Street, Cross Bend Road, M Avenue, N Avenue, Oakland Hills Drive, and Rigsbee Drive within the city limits of the City of Plano in order to provide for the safety of the general public within the area.

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

Section I. It shall be unlawful for any person to stop, stand, or park a motor vehicle along the sections of 18th Street, 19th Street, Cross Bend Road, M Avenue, N Avenue, Oakland Hills Drive, and Rigsbee Drive described herein, except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer.

Section II. Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the repeal of the following Subsection:

“18th Street:

- (1) Along both sides between Avenue J and Avenue K;
- (2) Along the south side from its intersection with Avenue P to its intersection with the alley west of Avenue R;
- (3) In an area being twenty-five (25) feet each side of the curb return at the emergency entrance located on the northwest corner of Wildcat Stadium;
- (4) Along the north side between Central Expressway and G Avenue and along the south side between Central Expressway and a point three hundred sixty (360) feet west of G Avenue.”

“19th Street, along the south side from its intersection with N Place to its intersection with Avenue P.”

“Avenue M:

- (1) Along and upon the east side of M Avenue between 14th Street (F.M. 544) and 15th Street.
- (2) Along and upon the east of Avenue M from a point three hundred (300) feet north of 18th Street to its intersection with 19th Street.”

“Avenue N:

- (1) Along the west side south from the south curb line of 19th Street for a distance of four hundred sixty-two (462) feet, more or less.
- (2) Along the west side north from the north curb line of 18th Street for a distance of ninety-two (92) feet, more or less.
- (3) Along and upon both the east and west sides of Avenue N from its intersection with Plano Parkway to a point two hundred (200) feet north of Capital Avenue.
- (4) Along the east side of Avenue N from Williamsburg Drive to East Park Boulevard.”

“N Avenue, along the west side from its intersection with Capital Avenue to a point two hundred thirty (230) feet north of its intersection with Capital Avenue.”

Section III. Section 12-101 of Chapter 12 (Traffic Code) of the City of Plano Code of Ordinances is hereby amended by the addition of the following Subsections entitled and to read as follows:

“18th Street:

- (1) Along the north side of 18th Street between its intersection with Central Expressway and its intersection with G Avenue and along the south side between its intersection with Central Expressway and a point three hundred sixty (360) feet west of its intersection with G Avenue.
- (2) Along both sides of 18th Street between its intersection with J Avenue and its intersection with K Avenue.
- (3) Along the north side of 18th Street from its intersection with L Avenue to its intersection with N Avenue.
- (4) Along the south side of 18th Street from its intersection with P Avenue to its intersection with the alley west of R Avenue.”

“19th Street:

- (1) Along the south side of 19th Street from a point five hundred ten (510) feet east of its intersection with K Avenue to its intersection with N Avenue.
- (2) Along the south side of 19th Street from its intersection with N Place to its intersection with P Avenue.”

“Cross Bend Road, along both sides of Cross Bend Road from its intersection with Wagonwheel Court to its intersection with the alley east of Wagonwheel Court.”

“M Avenue, along the east side of M Avenue between its intersection with 14th Street and its intersection with 15th Street.”

“N Avenue:

- (1) Along both sides of N Avenue from its intersection with Plano Parkway to a point two hundred thirty (230) feet north of its intersection with Capital Avenue.
- (2) Along the west side of N Avenue from its intersection with 18th Street to its intersection with 19th Street.
- (3) Along the east side of N Avenue from its intersection with Williamsburg Drive to its intersection with East Park Boulevard.”

“Oakland Hills Drive, along the south side of Oakland Hills Drive from its intersection with Daly Drive to its intersection with Floyd Drive.”

“Rigsbee Drive, along the west side of Rigsbee Drive from a point ninety (90) feet north of its intersection with Van Buren Drive to a point ninety (90) feet south of its intersection with Tilden Drive.”

Section IV. The Traffic Engineer of Plano is hereby authorized and directed to cause placement of traffic control signs at each approach to the portions of the roadways described herein, and such sign shall give notice to all persons of the prohibition against stopping, standing, or parking in this area.

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

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

Section VII. Any person, firm, or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and, upon conviction in the Municipal Court, shall be subject to a fine not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) for each offense. Each and every violation shall be deemed to constitute a separate offense.

Section VIII. The repeal of any ordinance or part of an ordinance affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section IX. This Ordinance shall become effective from and after its passage and publication as required by law.

DULY PASSED AND APPROVED this 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

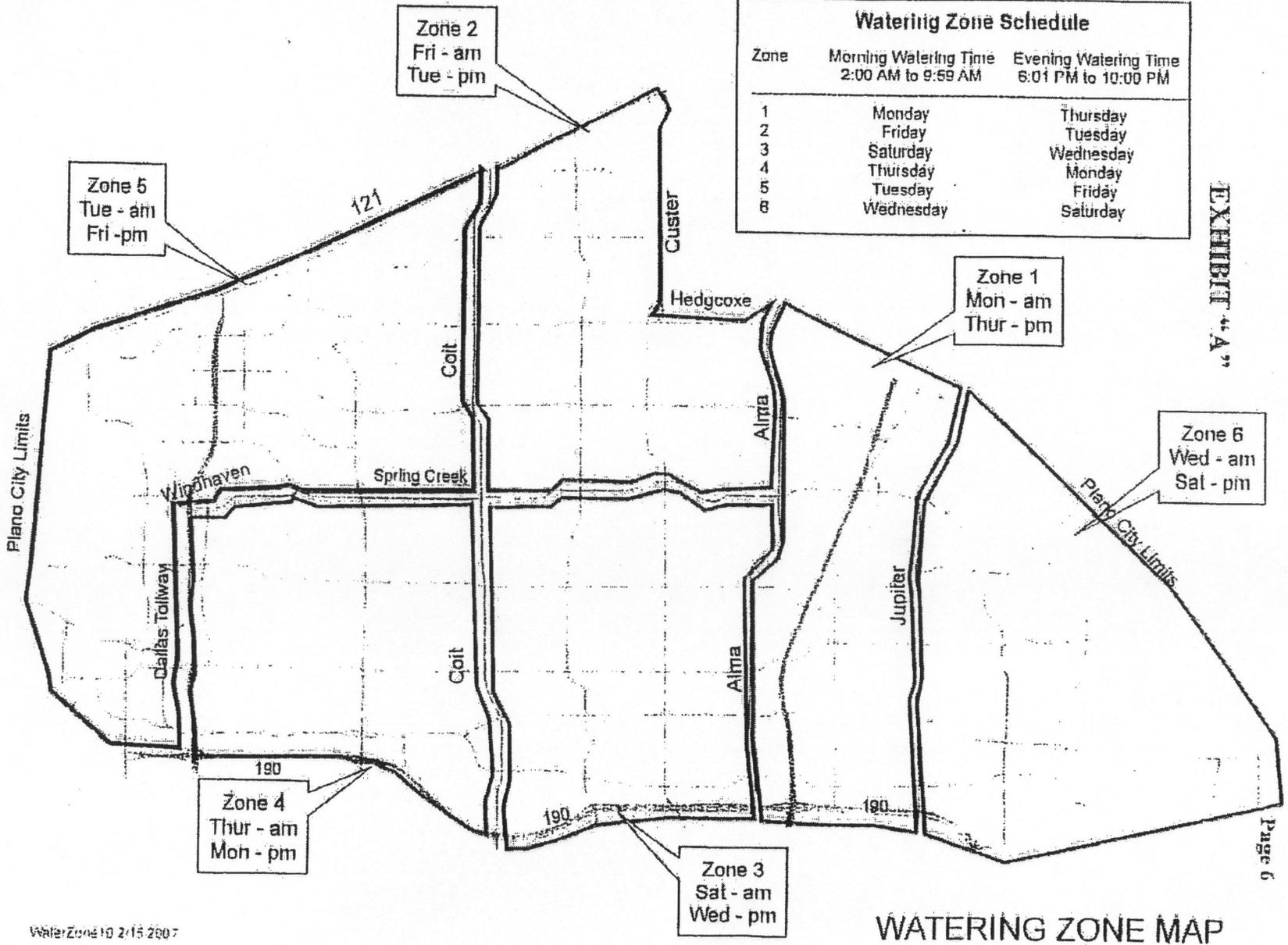


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/11		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Irene Pegues (7198)				
CAPTION				
An Ordinance of the City of Plano, Texas, amending Chapter 21 (Utilities), Article II (Water), Division 4 - Drought Contingency Plan, Exhibits A & B of the City of Plano Code of Ordinances, to revise the Stage 2 and Stage 3 Watering Zone Maps; and providing a repealer clause, a severability clause, a savings clause and an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no financial impact.				
STRATEGIC PLAN GOAL: Code of Ordinance Amendment relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Staff had a consultant review the Stage 2 and Stage 3 watering zone maps using a computer model of our water system. The proposed maps will allow the City to be better able to meet the water demands of our citizens during these water restriction periods.				
Section 21-59.4(c)(2) of the Drought Contingency Plan references the Stage 2 watering zone map (Exhibit A) and Section 21-59.6(c)(2) references the Stage 3 watering zone map (Exhibit B).				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Watering Zone Map - Ex. A to Ord. No. 2009-10-18		N/A		
Watering Zone Map - Ex. B to Ord. No. 2009-10-18				

EXHIBIT "A"

Watering Zone Schedule		
Zone	Morning Watering Time 2:00 AM to 9:59 AM	Evening Watering Time 6:01 PM to 10:00 PM
1	Monday	Thursday
2	Friday	Tuesday
3	Saturday	Wednesday
4	Thursday	Monday
5	Tuesday	Friday
6	Wednesday	Saturday

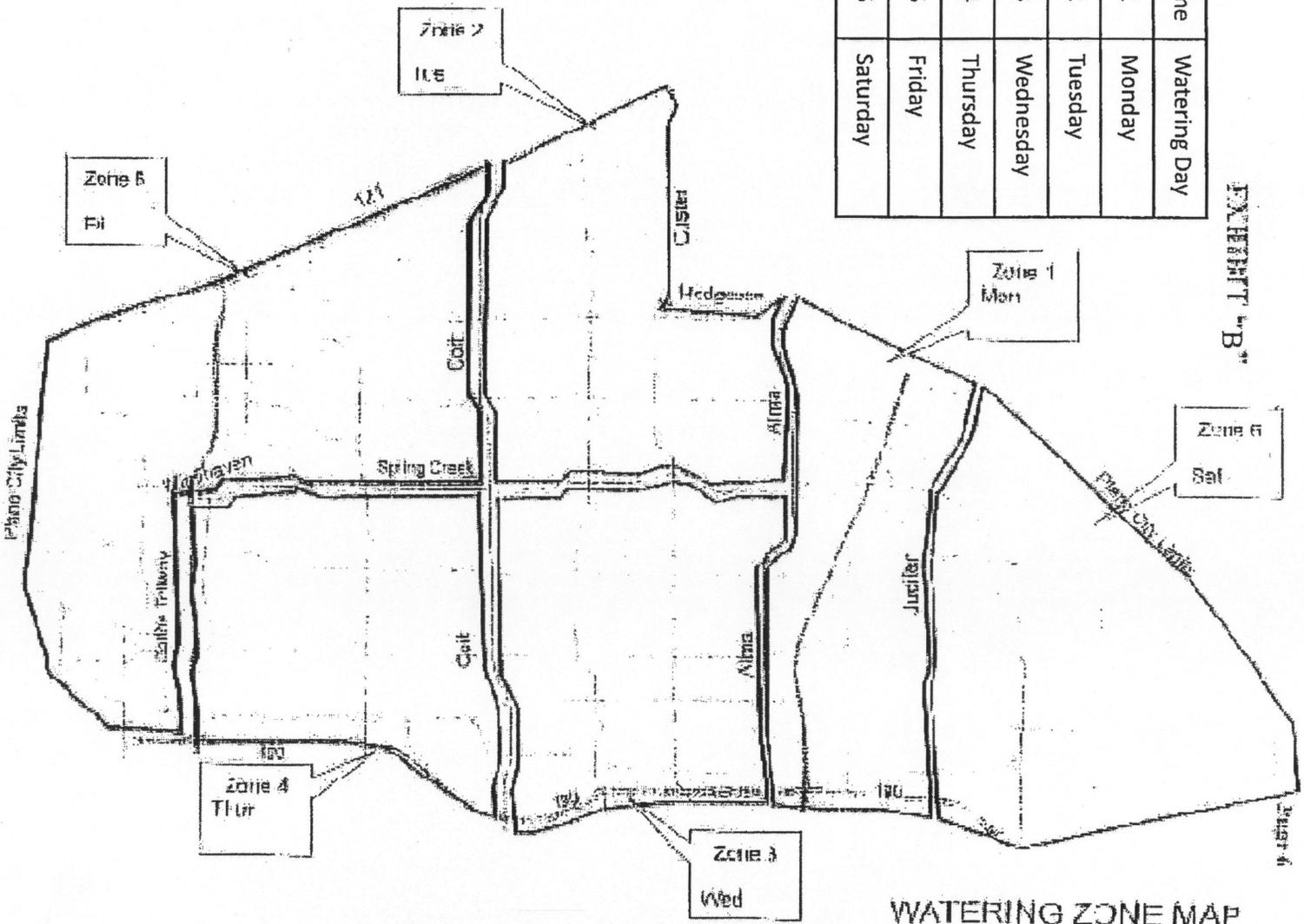


WaterZone 10 2/15/2007

WATERING ZONE MAP

EXHIBIT "B"

Zone	Watering Day
1	Monday
2	Tuesday
3	Wednesday
4	Thursday
5	Friday
6	Saturday



An Ordinance of the City of Plano, Texas, amending Chapter 21 (Utilities), Article II (Water), Division 4 - Drought Contingency Plan, Exhibits A & B of the City of Plano Code of Ordinances, to revise the Stage 2 and Stage 3 Watering Zone Maps; and providing a repealer clause, a severability clause, a savings clause and an effective date.

WHEREAS, the Public Works Department has determined that revised watering zone maps for Stage 2 and Stage 3 will allow the City to be better able to meet the water demands of its citizens; and

WHEREAS, the City Council hereby finds and determines that the repeal of the previous drought contingency watering zone maps for Stage 2 and Stage 3 water restrictions is in the best interest of the City of Plano and its citizens and should be adopted as set forth below.

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

Section I. Ordinance 2009-10-18 duly passed and approved by the City Council of the City of Plano, Texas, on October 26, 2009, is hereby amended by the repeal of the following:

Exhibit A (Stage 2 Watering Zone Map) as referenced in Section 21-59.4(c)(2) of the Drought Contingency Plan

Exhibit B (Stage 3 Watering Zone Map) as referenced in Section 21-59.6(c)(2) of the Drought Contingency Plan

Section II. Exhibit A (Stage 2 Watering Zone Map) as referenced in Section 21-59.4(c)(2) of the Drought Contingency Plan and Exhibit B (Stage 3 Watering Zone Map) as referenced in Section 21-59.6(c)(2) of the Drought Contingency Plan are hereby amended by the addition of the following Watering Zone Maps:

Exhibit A - Stage 2 Watering Zone Map

Exhibit B - Stage 3 Watering Zone Map

Section III. All other portions of Chapter 21 (Utilities), Article II (Water) of the City of Plano Code of Ordinances shall remain in full force and effect.

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

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

Section VII. The repeal of any ordinance or part of any ordinance affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinances at the time of passage of this Ordinance.

Section VIII. This Ordinance shall become effective from and after its passage.

DULY PASSED AND APPROVED this 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

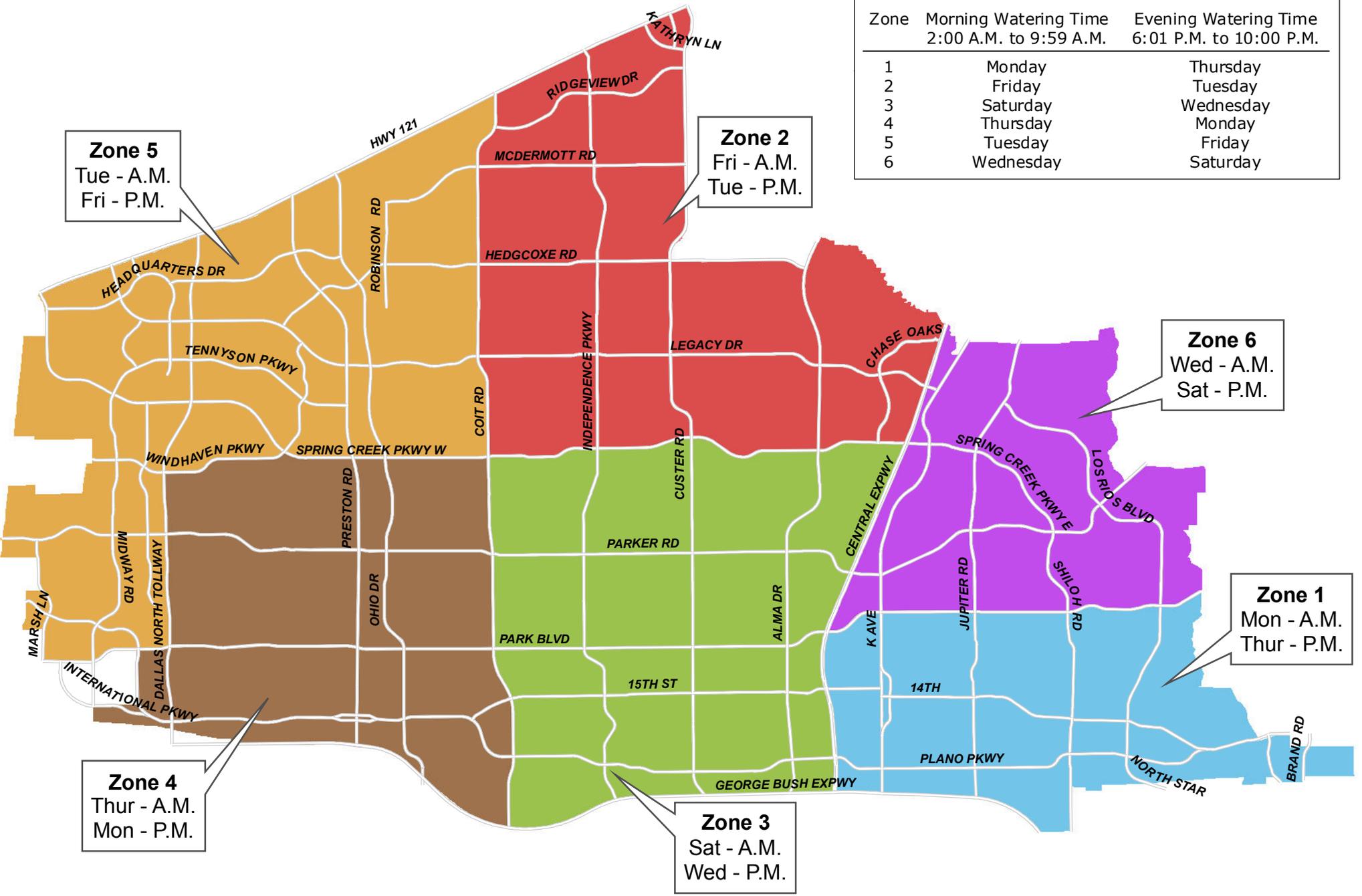
Diane Zucco, CITY SECRETARY

Diane C. Wetherbee, CITY ATTORNEY



Stage 2 Watering Zone Map

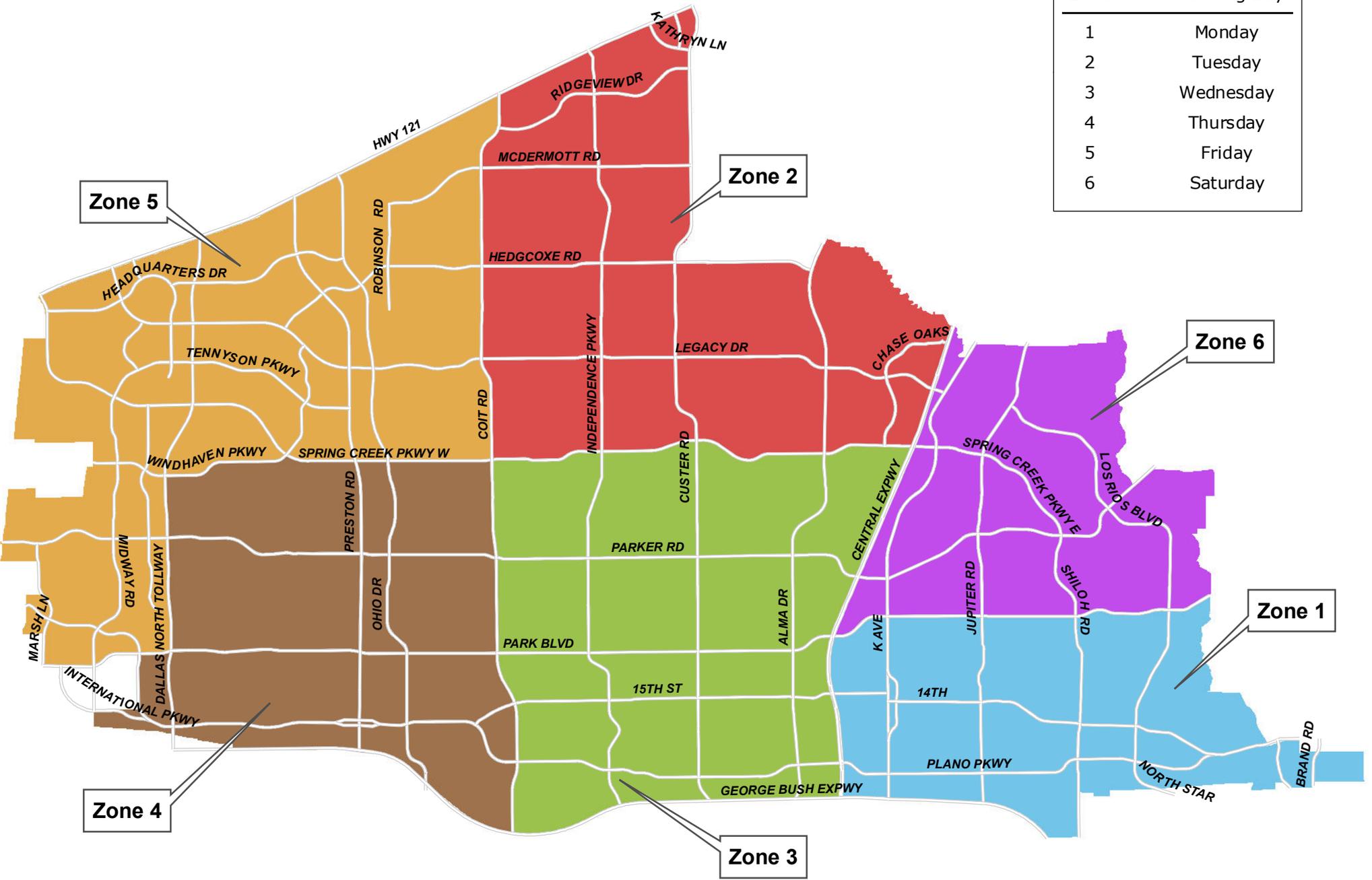
Watering Zone Schedule		
Zone	Morning Watering Time 2:00 A.M. to 9:59 A.M.	Evening Watering Time 6:01 P.M. to 10:00 P.M.
1	Monday	Thursday
2	Friday	Tuesday
3	Saturday	Wednesday
4	Thursday	Monday
5	Tuesday	Friday
6	Wednesday	Saturday





Stage 3 Watering Zone Map

Watering Zone Schedule	
Zone	Watering Day
1	Monday
2	Tuesday
3	Wednesday
4	Thursday
5	Friday
6	Saturday





CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		8/22/2011			
Department:		Human Resources			
Department Head		Lashon Ross			
Agenda Coordinator (include phone #): Shirley Montgomery, ext. 7296					
CAPTION					
<p>An Ordinance of the City of Plano, Texas repealing Ordinance No. 2011-2-3; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective August 29, 2011; establishing a salary plan for the Police and Fire Departments effective August 29, 2011 and providing a repealer clause, a severability clause and an effective date.</p>					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11; 2011-2012	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	-3,354	-37,226	-40,580
BALANCE		0	-3,354	-37,226	-40,580
FUND(S): GENERAL FUND					
<p>COMMENTS: Eliminating (3) Fire Lieutenant positions and adding (3) Fire Captain positions to the Plano Fire Department effective August 29, 2011 is projected to add additional salary and benefits costs of \$3,354 for the remaining pay periods in the 2010-11 Fire Department Operating Budget, and will add an estimated \$37,226 to the 2011-12 Operating Budget. This projection does not include any Overtime costs. There are funds available within the current 2010-11 Fire Department Operating Budget to cover the additional salary costs for 2010-11, however, this item has not been included in the 2011-12 Recommended Budget.</p> <p>STRATEGIC PLAN GOAL: Making authorized strength changes to the Fire Department for Fire Station 13 relates to the City's Goal of Financially Strong City with Service Excellence and Safe Large City.</p>					
SUMMARY OF ITEM					
Requesting approval of 2010-11 Civil Service compensation and classification plan.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Exhibits A and B					



Date: August 1, 2011
To: Darlene McAndrew, Civil Service Director
From: Dan Thompson, Assistant Chief
Subject: FD Compensation Plan

The Fire Department is requesting a change to the Civil Service Classification & Compensation Plan that became effective February 14, 2011.

More specifically, the Department is requesting that three additional Captains be added for a total of 45 and three Lieutenants be eliminated for a total of 18. The overall number of Civil Service personnel will remain the same and new personnel will not be needed when this change becomes effective on August 29, 2011.

This request is the result of the opening of FD 13.

The Department is opening this station with existing personnel from FD 8; however, we do not currently have enough Captains to staff the new station.

At present, there are three Lieutenants who report to Captains on each shift at FD 8, but these positions need to be Captains once the new station is open per FD standard practice of managing stations with Captains.

Lieutenants within the Fire Department are utilized at multi-company stations under the supervision of a Captain. Once FD 13 opens, FD 8 will become a single company station and only require a Captain. FD 13 will also become a single company station; and, as a result, need a Captain on each shift in lieu of one of the three Lieutenants from FD 8.

Please contact me if you have any questions or comments.

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2011-2-3; establishing the number of certain classifications within the Police and Fire Departments for fiscal year 2010-11; establishing the authorized number and effective dates of such positions for each classification effective August 29, 2011; establishing a salary plan for the Police and Fire Departments effective August 29, 2011; and providing a repealer clause, a severability clause and an effective date.

Whereas, on February 14, 2011 by Ordinance No. 2011-2-3, the City Council of the City of Plano, Texas, established classification and salaries for each of the sworn personnel positions within the Police and Fire Departments of the City of Plano; and

Whereas, the City Council has since reviewed the classification positions within the ranks of Fire Captain and Fire Lieutenant of the City of Plano and is of the opinion that the number of positions within the rank of Fire Captain should be increased effective August 29, 2011 and the number of positions within the rank of Fire Lieutenant should be decreased effective August 29, 2011 as reflected in Exhibit "B" attached hereto; and

Whereas, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective August 29, 2011, and the classification and salary plan for the sworn personnel of the Police and Fire Departments of the City of Plano, Texas as set forth in attached Exhibits "A" and "B"; and

Whereas, the salary plan adopted by this ordinance does not, in any way, limit the ability or authority of the City to implement a reduction in salary due to business or other fiscal needs, nor does it prevent the City Manager or Department Head from reducing, on an individual or a group basis, the number of hours worked per week or per work cycle due to fiscal needs, disciplinary actions, or other allowable reasons.

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

Section I. Ordinance No. 2011-2-3 duly passed and approved by the City Council of the City of Plano, Texas on February 14, 2011 is repealed in its entirety effective August 22, 2011.

Section II. The number of positions in the City of Plano Police and Fire Departments effective August 29, 2011 and the classification and salary plan of the City of Plano Police and Fire Departments for City of Plano fiscal year 2010-11, as set forth in Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established.

Section III. Any and all advancements from one service plateau to the next, within the salary structure set out in Exhibit "A" and Exhibit "B", are hereby approved, adopted, and established, and shall thereafter be permitted at the start of the first payroll period following completion of the required number of continuous service months.

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

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

Section VI. Upon passage, this Ordinance shall become effective August 22, 2011.

DULY PASSED AND APPROVED, this, the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CITY OF PLANO
2010-2011 CIVIL SERVICE
COMPENSATION PLAN
Effective 8/29/11**

POLICE

RANGE	POSITION	# POSITIONS Effective	Step:	BASE	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	60 Mos.	120 Mos.	180 Mos.	240 Mos.
				1	2	3	4	5	6	7	8	9	10	11
001	Police Officer	9/27/10 - 284	Hourly:	27.2265	28.1442	29.0721	30.3559	31.3548	32.4256	34.0714	35.0329	35.2733	35.5137	35.7541
			Monthly:	4,719	4,878	5,039	5,262	5,435	5,620	5,906	6,072	6,114	6,156	6,197
			Annual:	56,631	58,540	60,470	63,140	65,218	67,445	70,869	72,868	73,368	73,868	74,369
002	Sergeant	9/27/10 - 38	Hourly:	38.6773		40.1640								
			Monthly:	6,704		6,962								
			Annual:	80,449		83,541								
003	Lieutenant	9/27/10 - 13	Hourly:	43.1778		45.7659								
			Monthly:	7,484		7,933								
			Annual:	89,810		95,193								
004	Captain	9/27/10 - 4	Hourly:	49.1990		52.1480								
			Monthly:	8,528		9,039								
			Annual:	102,334		108,468								
005	Assistant Police Chief	9/27/10 - 1	Hourly:	56.0565		59.7235								
			Monthly:	9,716		10,352								
			Annual:	116,598		124,225								

Recruit:
01A **Hourly:** 25.2278
 Monthly: 4,373
 Annual: 52,474

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hour: which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

EXHIBIT A

**CITY OF PLANO
2010 - 2011 CIVIL SERVICE
COMPENSATION PLAN
Effective 08/29/11**

FIRE

RANGE	POSITION	# Positions Effective	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Fire Rescue Specialist**	9/27/10 - 193	Hourly: Monthly: Annual:	19.2862 4,680 56,161		20.6451 5,010 60,118	22.7431 5,519 66,228
002	Fire Apparatus Operator**	9/27/10 - 51	Hourly: Monthly: Annual:	25.3544 6,153 73,832			
003	Lieutenant**	9/27/10 - 20 2/14/11 - 21 8/29/11 - 18	Hourly: Monthly: Annual:	28.1787 6,838 82,056			
004	Captain**	9/27/10 - 42 8/29/11 - 45	Hourly: Monthly: Annual:	31.5667 7,660 91,922			
005	Battalion Chief*	9/27/10 - 9	Hourly: Monthly: Annual:	50.2372 8,708 104,493	54.5027 9,447 113,366		
006	Assistant Fire Chief*	9/27/10 - 4	Hourly: Monthly: Annual:	59.8629 10,376 124,515			
01A	Fire Recruit**		Hourly: Monthly: Annual:	17.8720 4,337 52,043			

* Hourly rate above is the basis for all pay calculations. Monthly and annual amounts illustrate potential pay if 2080 hours are worked annually.

** Hourly rate above is the basis for all pay calculations. Monthly and annual amounts illustrate potential pay if 2912 hours are worked annually.

The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8-22-11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley x-7479				
CAPTION				
<p>An Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 125 for tax abatement consisting of an 11.40 acre tract of land located in the J.B. Roundtree Survey, Abstract No. 759, Collin County and described as Lot 1, Block 1 Plano Tech Center II in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.</p>				
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): ECONOMIC DEVELOPMENT INCENTIVE FUND				
<p>COMMENTS: Notice of public hearing published on August 11, 2011, to create Reinvestment Zone 125. The Personal property improvement amount is \$8,500,000 and the Real property improvement amount is \$2,500,000.</p> <p>This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy</p>				
SUMMARY OF ITEM				
<p>This is related to O'Neil Digital Solutions request for tax abatement on Reinvestment Zone 125 and creation of the zone.</p>				
List of Supporting Documents: Ordinance			Other Departments, Boards, Commissions or Agencies	

An Ordinance of the City of Plano, Texas, designating a certain area within the City of Plano, Texas, as Reinvestment Zone No. 125 for tax abatement consisting of an 11.40 acre tract of land located in the J.B. Roundtree Survey, Abstract No. 759, Collin County and described as Lot 1, Block 1 Plano Tech Center II in the City of Plano, Texas, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas (the "City"), desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for tax abatement, as authorized by V.T.C.A. Tax Code Chapter 312 (referred to as the "Property Redevelopment and Tax Abatement Act" or the "Act"); and

WHEREAS, a public hearing before the City Council was set for 7:00 p.m. on the 22nd day of August, 2011, such date being at least seven (7) days after the date of publication of the notice of such public hearing; and

WHEREAS, the City held such public hearing after giving written notice of said hearing to all taxing units overlapping the territory inside the proposed reinvestment zone; and

WHEREAS, the City at such hearing invited any interested person or his representative to appear for or against the creation of the reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in the notice calling such public hearing should be included in such proposed reinvestment zone, and the concept of tax abatement; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all matters relating to the creation of the reinvestment zone.

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

Section I. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section II. Definitions. For the purposes of this Ordinance, the following terms and phrases shall have the following meanings ascribed to them:

- a) Improvements - Improvements shall include, for the purpose of establishing eligibility under the Act, any activity at the location, including, but not limited to, new construction.
- b) Taxable Real Property - Taxable real property shall be as defined in the Texas Property Tax Code and shall not include personal property as defined in said code, nor shall it include land.
- c) Taxable Tangible Personal Property - Shall be defined, for purposes of this Ordinance, as tangible personal property, such as office machines and office furnishings, but shall specifically exclude inventory or supplies.
- d) Base Year - The base year for determining increased value shall be the taxable real property value assessed the year in which the agreement is executed.

Section III. The City, after conducting the above-mentioned hearing and having heard such evidence and testimony, has made the following findings and determinations based on the testimony presented to it:

- a) That a public hearing on the adoption of the reinvestment zone has been properly called, held and conducted and that notices of such hearings have been published as required by law and mailed to all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b) That the boundaries of the reinvestment zone should be the area as described in the metes and bounds description attached hereto as Exhibit "A"; and
- c) That creation of the reinvestment zone for commercial/industrial tax abatement with boundaries as described in Exhibit "A" will result in benefits to the City and to the land included in the zone and the improvements sought are feasible and practical; and
- d) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in Section 312.202 of the Act in that it is "reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the City"; and

- e) That the reinvestment zone as defined in Exhibit "A" meets the criteria for the creation of a reinvestment zone as set forth in the City of Plano Revised Policy Statement for Tax Abatement.

Section IV. Pursuant to Section 312.201 of the Act, the City hereby creates a reinvestment zone for commercial/industrial tax abatement encompassing only the area described by metes and bounds in Exhibit "A" attached hereto and such reinvestment zone is hereby designated and shall hereafter be designated as Reinvestment Zone No. 125, City of Plano, Texas.

Section V. The zone shall be effective as of January 1, 2012.

Section VI. To be eligible for tax abatement a project shall:

- a) Be located wholly within the zone as established herein.
- b) Not include property that is owned or leased by a member of the City Council of the City of Plano or by a member of the Planning and Zoning Commission.
- c) Conform to the requirements of the City's Zoning Ordinance and all other applicable laws and regulations.
- d) Have and maintain all land located within the designated zone, appraised at market value for tax purposes.

Section VII. Written tax abatement agreements with property owner(s) located within the zone shall provide the terms regarding duration of exemption and share of taxable real property (and personalty) value from taxation as approved hereunder as shown below:

- a) Duration of Exemption – ten (10) consecutive tax years beginning with and including the January 1, 2012 assessment date.
- b) Share of taxes abated – fifty percent (50%) of taxes on total value of appraised Real Property Improvements and/or on total value of Business Personal Property for the years 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, and 2021.

Section VIII. Any written agreements authorized under this Ordinance must include provisions for:

- a) Listing the kind, number and location of all proposed improvements of the property;

- b) Access to and inspection of property by municipal employees to ensure that the improvements or repairs are made according to the specification and conditions of the agreements;
- c) Limiting the use of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect; and
- d) Recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement.

Section IX. If any portion of this Ordinance shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof.

Section X. This Ordinance shall become effective from and after its date of passage.

DULY PASSED AND APPROVED this 22nd day of August, 2011.

Phil Dyer, Mayor

Attested:

Diane Zucco, City Secretary

Approved as to form:

Diane C. Wetherbee, City Attorney

EXHIBIT "A"

TRACT 1

Being an 11.40 acre tract of land situated in the J.B. Roundtree Survey, Abstract No. 759, Collin County, Texas and being all of Lot 1, Block 1, Plano Tech Center II, an addition to the City of Plano, Texas, as recorded in Cabinet N, Page 459, of the Real Property Records of Collin County, Texas, (R.P.R.C.C.T.), and being that tract of land described in deed to Hendry Mechanical Works, as recorded in County Clerk's No. 2001-0076607, R.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a point for the Northwest corner of said Lot 1, Block 1, Plano Tech Center II, same being the Northeast corner of Lot 1, Block A, Bowater Computer Forms, Inc., an addition to the City of Plano, Texas, as recorded in Cabinet C, Page 76, R.P.R.C.C.T., said point being on the South right-of-way line of Plano Parkway (a 105 foot wide right-of-way);

THENCE South 89 degrees 47 minutes 30 seconds East, along said South right-of-way line, a distance of 33.72 feet to a ½-inch found iron rod with a yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") for the point of curvature of a tangent circular curve to the left having a radius of 771.21 feet and whose chord bears North 74 degrees 16 minutes 08 seconds East, a distance of 423.58 feet;

THENCE Northeasterly, continuing along said South right-of-way line and with said curve, through a central angle of 31 degrees 52 minutes 44 seconds, an arc distance of 429.09 feet to a found "X" cut in concrete for the Northeast corner of said Lot 1, Block 1;

THENCE South 27 degrees 26 minutes 24 seconds East, departing said South right-of-way line and the East line of said Lot 1, a distance of 115.38 feet to a found "X" cut for corner;

THENCE due South, continuing along said East line, a distance of 956.92 feet to a ½-inch iron rod with cap for corner;

THENCE South 64 degrees 59 minutes 53 seconds West, along a South line of said Lot 1, Block 1, a distance of 50.51 feet to a 3-inch found aluminum monument for corner;

THENCE North 89 degrees 37 minutes 00 seconds West, continuing along a South line of said Lot 1, Block 1, a distance of 452.34 feet to a ½-inch found iron rod with cap for the Southwest corner of said Lot 1, Block 1;

THENCE North 00 degrees 12 minutes 30 seconds East, along the West line of said Lot 1, Block 1, a distance of 962.93 feet to the POINT OF BEGINNING AND CONTAINING 496,620 square feet or 11.40 acres of land, more or less.

TRACT 2

Non-exclusive Common Access Easement created in Declaration of Easements and Restrictions for Plano Tech Center II filed June 27, 2001, recorded in Volume 4948, Page 2518, Land Records of Collin County, Texas.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley x7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas, and O'Neil Digital Solutions, LLC, Investor's Business Daily, and William O'Neil providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-2011	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): ECONOMIC DEVELOPMENT INCENTIVE FUND				
COMMENTS: This item has no fiscal impact. Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy				
SUMMARY OF ITEM				
This is related to O'Neil Digital Solutions request for tax abatement on Reinvestment Zone 125 and creation of the zone.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Tax Abatement Agreement				

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an agreement by and between the City of Plano, Texas, and O'Neil Digital Solutions, LLC, Investor's Business Daily, and William O'Neil providing for real and business personal property tax abatement; and authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Tax Abatement Agreement by and between the City of Plano, Texas, and O'Neil Digital Solutions, LLC, a Texas limited liability company, Investor's Business Daily, and William O'Neil, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

DULY PASSED AND APPROVED this the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

hereinafter referred to as the “Personalty.” The Personalty is to have a total assessed taxable value as determined by the Collin County Appraisal District of not less than Eight Million Five Hundred Thousand Dollars (\$8,500,000.00) on the Real Property by December 31, 2011. Tenants may render the Personalty to the Collin County Appraisal District under separate accounts; however, the combined assessed taxable value of the Personalty for those accounts as determined by the Collin County Appraisal District must be at least Eight Million Five Hundred Thousand Dollars as determined by the Collin County Central Appraisal District for the tax year beginning in 2012 unless an extension has been approved by the City as a result of an Event of Force Majeure

3. Tenants shall maintain the taxing situs of the Personalty on the Real Property and may not relocate the taxing situs of the Personalty in other Reinvestment Zones in the City.

JOBS

4. Owner and Tenants agree that they will occupy the Real Property as shown in **EXHIBIT “B”** (the “Development”) and such occupancy will result in the retention, creation or transfer of up to 250 Full time jobs (“Job Equivalents”) at the Real Property. Owner and Tenants agree to have 96 Job Equivalents on the Real Property by December 31, 2013. At Owner and/or Tenants’ option, they may increase the number of Job Equivalents up to 166 by December 31, 2014, and to 250 Job Equivalents by December 31, 2015. “Job Equivalent” shall mean one or more employees located at the Real Property which individually or when combined work a total of 2080 hours on an annual basis (inclusive of holidays, vacation and sick leave) and where such employees are issued a W-2 form by the Owner and/or individual Tenants.

IMPROVEMENTS

5. (a) The Tenants shall lease a minimum of 218,000 gross square feet of space on the Real Property by the Commencement Date and add the Personalty required under Paragraph 2. The “Commencement Date” means the date of occupancy of the Real Property by the Tenants but in no event shall be later than September 30, 2011 unless an extension as a result of an Event of Force Majeure is approved by the City.

(b) (i) By December 31, 2011, the Owner or Tenants shall make or cause to be made improvements to the Real Property consisting of electrical and plumbing equipment, improved air conditioning ducts and chillers, raised flooring, lights, and other improvements with an assessed taxable value of Real Property Improvements of not less than Two Million Five Hundred Thousand Dollars.

(ii) By December 31, 2014, the Owner or Tenants shall make or cause to be made additional improvements to the Real Property consisting of security system, guard shack, critical electric infrastructure include electrical transformers and other improvements with an assessed taxable value of Real Property Improvements of not less than Four Million Five Hundred Thousand Dollars as determined by the Collin County Central Appraisal District for the tax year beginning in 2015 unless an extension has been approved by the City as a result of an Event of Force Majeure

(c) In the Event of a Force Majeure "Event" the affected party shall notify the City in writing not less than sixty days of the onset of the Event with supporting documentation, the anticipated duration and the actions that the party will take to alleviate the Event. The City Manager shall consider such request and may grant an extension of time to complete the obligations, such extension shall not be unreasonably withheld. If the Event results in a delay of meeting the required improvement value, the party requesting the extension agrees that in the following year the minimum required taxable value of the Improvements and/or Personalty shall be met.

(d) The term "Event of Force Majeure" means any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns, shortages or unavailability of materials or labor, or work stoppages any of which event(s) directly impact the Owner or Tenant at the Real Property. The term shall not include a downturn in the economy.

DEFAULT

6. Any of the following events shall be deemed a breach of this Agreement resulting in default:

(a) Tenants allows their personal property taxes located on the Real Property or Owner allows its real property improvement taxes owed the City to become delinquent and fails to either (1) timely and properly follow the legal procedures for protest and/or contest of any such ad valorem taxes, or (2) cure such delinquency within 30 days of receipt of notice of such delinquency; or

(b) (i) Tenants or Owner fail to occupy the Improvements on or before the Commencement Date; or

(ii) Owner or Tenants fail to construct the Improvements required in 5(b); or

(c) In the first year of the abatement period, the assessed taxable value of Personalty is less than the minimum amount set forth in paragraph 2 or the assessed taxable value falls below the minimum amount set as the result of Tenants (individually or collectively) filing a protest or as a result of the removal of Personalty from the Real Property unless the party has been granted an extension for an Event of Force Majeure under 5 (c); or

(d) The assessed taxable value of the Real Property Improvements is less than the minimum amount set forth in paragraph 5(b) (i) or (ii) as a result of the Owner's protest; or

(e) Tenants or Owner fail to employ at least 75% of the required Job Equivalentents as provided in paragraph 4 above, subject to Event of Force Majeure; or

(f) Tenants or Owner or Owner's duly authorized representative fails to provide annual certification as required in paragraph 9 below; or

(g) Tenants or Owner has been convicted of a violation under 8 U.S.C. Section 1324a (f) regarding the unlawful employment of aliens at the Real Property.

7. In the event that the Tenants (individually or collectively) or Owner defaults under this Agreement, the City shall give all parties written notice of such default and if the default is not cured or a waiver obtained thereof within thirty (30) days of said written notice, this Agreement shall be automatically terminated as to all parties except any damages as specified below shall survive the termination of this Agreement. Notice shall be in writing as provided below. The City Manager is authorized on behalf of the City to send notice of default and to terminate the Agreement for any default that is not cured.

8. Upon the occurrence of an event of default under Paragraphs 6(a), (b) and (g) above and that remains uncured, this Agreement shall terminate in its entirety as to all parties upon delivery of written notice by the City to the parties and all taxes, including previously abated taxes which would have been paid to the City without the benefit of this Agreement, shall become due and owing to the City, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07.

Upon the occurrence of an event of default under Paragraphs 6(c) or (d) (e) or (f) above and that remains uncured, this Agreement shall terminate in its entirety to all parties upon delivery of written notice by the City to the parties. At the City's sole option, it may require all or a portion of all previously abated taxes which would have been paid to the City without the benefit of this Agreement to become due and owing to the City, together with interest charged from the date of this Agreement at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty other than that mandated by V.T.C.A., § 33.01 or 33.07. City shall exercise such option within ninety days of notice of default.

EFFECT OF TERMINATION/SURVIVAL OF OBLIGATIONS

9. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

ANNUAL CERTIFICATION

10. Beginning November 1, 2012 and on or before the 1st day of November of each calendar year thereafter during the Term (as defined below) of this Agreement, the Tenants and Owner, or their successors or assigns, must each provide annual certification (substantially in the form attached as **EXHIBIT "C"** hereto) to the City certifying compliance with each applicable term of the Agreement. Owner hereby grants to Tenant a power of attorney for the term of this Agreement for the limited purpose of making its annual certification on behalf of Owner and Tenant agrees to perform such duty.

ASSIGNMENT

11. Except as provided herein, this Agreement cannot be assigned by Tenants or Owner unless written permission is first granted by the City, which permission shall be at the reasonable discretion of the City. Assignment without the permission of the City is allowed to: a) A wholly owned affiliate of Tenant or Owner is permissible as long as the successors or assigns agree to be bound by the terms of this Agreement without exception and the City is provided a copy of the assignment; or, b) Upon the sale of the real property and the new Owner agrees to be bound to the terms and conditions of this Agreement without exception and provides proof of the ownership of the Real Property.

ABATEMENT PROVISIONS

12. Subject to the terms and conditions of this Agreement, and subject to the rights of holders of any outstanding bonds of the City, a portion of ad valorem personal property taxes and real property improvement taxes belonging to Tenants and Owner located on the Real Property otherwise owed to the City shall be abated as follows:

(a) The tax abatement as to Personalty and Real Property Improvements shall be for a period of ten (10) tax years, from January 1, 2012, through December 31, 2021 (the "Term"); and

(b) In accordance with all applicable federal, state, and local laws and regulations, the abatement shall be based on amounts equal to fifty (50%) of the taxable value of the Personalty and Real Property Improvements for each tax year during their respective terms as set forth in 12(a) above; and

(c) The Tenants or Owner shall have the right to protest and/or contest any assessment of the Personalty or real property improvements where such assessment is above the minimum amount required to be maintained under Paragraphs 2 and 5 of this Agreement. The abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Notwithstanding the above, it shall be a breach of this Agreement if assessed values fall below those required in paragraph 2 and 5 as a result of a Tenants or Owner filed protest and/or contest or the removal of Personalty from the Real Property.

NOTICE

13. Notices required to be given to any party to this Agreement shall be given personally or by registered or certified mail, return receipt requested, postage prepaid, addressed to the party at its address as set forth below, and, if given by mail, shall be deemed delivered as of the date deposited in the United States mail:

For City by notice to:

City of Plano
Attention: Mr. Bruce D. Glasscock
City Manager
P.O. Box 860358
Plano, Texas 75086-0358

With copy to:

City of Plano
Attention: Ms. Diane C. Wetherbee
City Attorney
P.O. Box 860358
Plano, Texas 75086-0358

For Tenants by notice to:

O'Neil Digital Solutions, LLC Attn: Jim Lucanish
Title: General Manager
12655 Beatrice Street
Los Angeles, CA 90066

Investors Business Daily
Attn: Jim Lucanish
Title: General Manager
12655 Beatrice Street
Los Angeles, CA 90066

For Owner by notice to:

William O'Neil and Company
Attn: James J. Keenan
Title: Representative
4454 Via Esperanza,
Santa Barbara, CA 93121

Any party may change the address to which notices are to be sent by giving the other parties written notice in the manner provided in this paragraph.

MISCELLANEOUS PROVISIONS

14. During the term of the Agreement, the Tenants and Owner further agree that the City, its agents and employees, shall have reasonable right (with no less than 5 business days prior written notice to Owner) to access the Real Property during regular business hours to inspect the Personalty and Real Property improvements in order to insure that the location of the Personalty and real property improvements are in accordance with this Agreement and all applicable federal, state, and local laws and regulations.

15. Tenants and Owner shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement and shall retain such records, and any supporting documentation for the greater of: (1) Five [5] years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

16. Tenants and Owner give City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and real property belonging to or in use by the Tenants and Owner pertaining to this Agreement (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to books, records and property will be limited to information needed to verify that Tenants and Owner are complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Records include any access to any personal and/or medical data of any employees of Tenant except to confirm payroll information compliance for Job Equivalents. Neither Tenants nor Owner shall be required to disclose to the City any information that by law either is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Tenants or Owner to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Tenants or Owner. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Article IV. above, or any portion thereof, for reason of default. All Records shall be retained by Tenants and Owner for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquires and open record requests are completed. Tenants and Owner agree to maintain the Records in an accessible location.

17. It is understood and agreed between the parties that the Tenants and Owner, in performing their respective obligations hereunder, are acting independently, and the City assumes no responsibilities or liabilities in connection therewith to third parties and Tenants and Owner agree to indemnify and hold harmless City from any and all claims, suits, and causes of actions, including attorneys' fees, of any nature whatsoever arising out of their respective defaults of their obligations hereunder.

18. Based upon the certification provided by Owner and Tenants, the City represents that the Personalty or Real Property do not include any property that is owned by it or its council or boards, agencies, commissions, or other entities approving, or having responsibility for the approval of this Agreement.

19. This Agreement was authorized by Resolution of the City Council at its Council meeting on the 22nd day of August, 2011, authorizing the City Manager to execute the Agreement on behalf of the City.

20. This Agreement was entered into by Tenants and Owner pursuant to their duly authorized representatives.

21. This instrument shall constitute a valid and binding agreement between the City, the Tenants and the Owner when executed in accordance herewith.

22. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term or provision, to persons or circumstances other than those in respect of which it is invalid or unenforceable) except those terms or provisions, which are made subject to or conditioned upon such invalid or unenforceable term or provision, shall not be affected thereby, and each other term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement is performable in Collin County, Texas. Signed this ____ day of _____, 2011.

ATTEST:

CITY OF PLANO, TEXAS, a home-rule
municipal corporation

Diane Zucco, CITY SECRETARY

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Diane Wetherbee, CITY ATTORNEY

O'NEIL DIGITAL SOLUTIONS, LLC, a
Texas company

By: _____
Name: _____
Title: _____

INVESTORS BUSINESS DAILY, a
California company

By: _____
Name: _____
Title: _____

WILLIAM O'NEIL COMPANY, a
California Company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

TRACT 1

Being an 11.40 acre tract of land situated in the J.B. Roundtree Survey, Abstract No. 759, Collin County, Texas and being all of Lot 1, Block 1, Plano Tech Center II, an addition to the City of Plano, Texas, as recorded in Cabinet N, Page 459, of the Real Property Records of Collin County, Texas, (R.P.R.C.C.T.), and being that tract of land described in deed to Hendry Mechanical Works, as recorded in County Clerk's No. 2001-0076607, R.P.R.C.C.T., and being more particularly described as follows:

BEGINNING at a point for the Northwest corner of said Lot 1, Block 1, Plano Tech Center II, same being the Northeast corner of Lot 1, Block A, Bowater Computer Forms, Inc., an addition to the City of Plano, Texas, as recorded in Cabinet C, Page 76, R.P.R.C.C.T., said point being on the South right-of-way line of Plano Parkway (a 105 foot wide right-of-way);

THENCE South 89 degrees 47 minutes 30 seconds East, along said South right-of-way line, a distance of 33.72 feet to a ½-inch found iron rod with a yellow plastic cap stamped "HALFF ASSOC. INC." (hereinafter referred to as "with cap") for the point of curvature of a tangent circular curve to the left having a radius of 771.21 feet and whose chord bears North 74 degrees 16 minutes 08 seconds East, a distance of 423.58 feet;

THENCE Northeasterly, continuing along said South right-of-way line and with said curve, through a central angle of 31 degrees 52 minutes 44 seconds, an arc distance of 429.09 feet to a found "X" cut in concrete for the Northeast corner of said Lot 1, Block 1;

THENCE South 27 degrees 26 minutes 24 seconds East, departing said South right-of-way line and the East line of said Lot 1, a distance of 115.38 feet to a found "X" cut for corner;

THENCE due South, continuing along said East line, a distance of 956.92 feet to a ½-inch iron rod with cap for corner;

THENCE South 64 degrees 59 minutes 53 seconds West, along a South line of said Lot 1, Block 1, a distance of 50.51 feet to a 3-inch found aluminum monument for corner;

THENCE North 89 degrees 37 minutes 00 seconds West, continuing along a South line of said Lot 1, Block 1, a distance of 452.34 feet to a ½-inch found iron rod with cap for the Southwest corner of said Lot 1, Block 1;

THENCE North 00 degrees 12 minutes 30 seconds East, along the West line of said Lot 1, Block 1, a distance of 962.93 feet to the POINT OF BEGINNING AND CONTAINING 496,620 square feet or 11.40 acres of land, more or less.

TRACT 2

Non-exclusive Common Access Easement created in Declaration of Easements and Restrictions for Plano Tech Center II filed June 27, 2001, recorded in Volume 4948, Page 2518, Land Records of Collin County, Texas.

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that for the prior year WILLIAM O'NEIL COMPANY has been in continuous compliance with all terms of the Agreement.

_____ b. I certify that for the prior year WILLIAM O'NEIL COMPANY has failed to be in compliance with one or more terms of the Agreement.

ATTEST:

WILLIAM O'NEIL COMPANY,
a California company

Title: _____

By: _____
Name: _____
Title: Chief Financial Officer

Date

This Certification is due by November 1 of each year beginning in 2012 while the Agreement is in effect.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that for the prior year O'NEIL DIGITAL SOLUTIONS, LLC has been in continuous compliance with all terms of the Agreement.

_____ b. I certify that for the prior year O'NEIL DIGITAL SOLUTIONS, LLC has failed to be in compliance with one or more terms of the Agreement.

ATTEST:

O'NEIL DIGITAL SOLUTIONS, LLC
a Texas company

Title: _____

By: _____
Name: _____
Title: Chief Financial Officer

Date

This Certification is due by November 1 of each year beginning in 2012 while the Agreement is in effect.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

EXHIBIT "C"

ANNUAL CERTIFICATE OF COMPLIANCE

Please select one of the options below before signing and returning the certification:

_____ a. I hereby certify that for the prior year INVESTORS' BUSINESS DAILY has been in continuous compliance with all terms of the Agreement.

_____ b. I certify that for the prior year INVESTORS BUSINESS DAILY has failed to be in compliance with one or more terms of the Agreement.

ATTEST:

INVESTORS BUSINESS DAILY,
a California company

Title: _____

By: _____
Name: _____
Title: Chief Financial Officer

Date

This Certification is due by November 1 of each year beginning in 2012 while the Agreement is in effect.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/11		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between O'Neil Digital Solutions, LLC and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	14,402,910	0	14,402,910
Encumbered/Expended Amount	0	-3,383,793	-6,120,268	-9,504,061
This Item	0		-187,500	-187,500
BALANCE	0	11,019,117	-6,307,768	4,711,349
FUND(S): ECONOMIC DEVELOPMENT FUND				
COMMENTS: Strategic Plan Goal: Providing economic development incentives relates to the City's goal of strong local economy				
SUMMARY OF ITEM				
A request from O'Neil Digital Solutions, LLC for an Economic Development Incentive to relocate its business and commercial activities to the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values to the City. O'Neil Digital Solutions agrees to occupy not less than 218,000 sq. ft of commercial space and agrees to retain, create or transfer at least 96 jobs by 12/31/13. The company also has the option of adding an additional 70 jobs by 12/31/14 and an additional 84 jobs by 12/31/15.				
List of Supporting Documents: Economic Development Incentive Agreement			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Economic Development Incentive Agreement by and between O'Neil Digital Solutions, LLC and the City of Plano; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council has been presented a proposed Economic Development Incentive Agreement by and between O'Neil Digital Solutions, LLC and the City of Plano, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

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

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

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

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

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

DULY PASSED AND APPROVED this the 22nd day of August, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the City of Plano, Texas (the “City”), and O’Neil Digital Solutions, LLC, a Texas company, (“Company”), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, Company is engaged in the business of data management services and plans to add \$7 Million of real property improvements and \$8.5 Million of business personalty at 3100 East Plano Parkway in Plano; and

WHEREAS, Company agrees to occupy 218,000 commercial square feet of “Property” in Plano and add at least 96 employees and potentially up to 250 employees to be located on the Property for the term of this Agreement; and

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

WHEREAS, the Council finds that the occupancy of 218,000 square feet of Property, and the retention, creation or transfer of up to 250 Job Equivalents within the City will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

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

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

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

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

Article I Definitions

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

“Commencement Date” shall mean the earlier of the date of occupancy of the Property by the Company or September 30, 2011, whichever occurs first.

“Company” shall mean O’Neil Digital Solutions, LLC, a Texas Company.

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

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly and significantly impact the Company’s operations in the City. An economic down turn shall not constitute an event of force majeure.

“Job Equivalent” shall mean one or more Company employees including those employees of Investor’s Business Daily, a California Company, whether individual or combined with other employees, who are located at the Property and each Job Equivalent is paid a total 2080 hours annually and issued an Internal Revenue Service W-2 form by either the Company or Investor’s Business Daily. The term Job Equivalent excludes any remote or contract employee.

“Real Property” shall mean 3100 East Plano Parkway, Plano, Texas 75074.

Article II Term

The term of this Agreement shall begin on the Commencement Date and continue until December 31, 2021, unless sooner terminated as provided herein.

Article III Obligations of Company

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

- (a) On or before September 30, 2011, occupy not less than 218,000 square feet of commercial space on the Property throughout the term of the Agreement.
- (b) Retain, create or transfer at least 96 Job Equivalents to the Real Property by December 31, 2013. At Company's option it may add up to an additional 70 Job Equivalents for a total of 166 on or before December 31, 2014. If Company adds all 70 Job Equivalents by that date, then, at Company's option, it may add up to 84 Job Equivalents by December 31, 2015. Company must maintain all Job Equivalents on the Real Property throughout the Agreement. The specific schedule for the Job Equivalents is set out in 4.02.
- (c) Use reasonable efforts to place all Company-managed hotel room nights, related to the Company's business activities, at facilities located in the City of Plano.
- (d) Require Investor's Business Daily Newspaper, to place "Printed in Plano, Texas" on the mast head of the newspaper throughout the term of this Agreement.

Article IV Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a cash grant up to One Hundred Eighty Seven Thousand Five Hundred Dollars (\$187,500) as long as Company meets each of the obligations set out in Article III above and complies with the certification schedule and requirements set out in 4.02 below.

4.02 **Grant Payment Requirements and Schedule** Except as otherwise indicated, the Company shall be entitled to the grant award in accordance with the following requirements and schedule:

(a)(i) By December 31, 2013, Company must have 96 Job equivalents on the Real Property to be eligible to receive the initial payment of Seventy Two Thousand Dollars (\$72,000). This amount will **not** be pro-rated. **Company must submit the Initial Certification form attached hereto as Exhibit "A" verifying compliance with the obligations set forth in Article III above not later than January 31, 2014. A failure to provide this form by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the entire grant.**

City will make the first payment within thirty (30) days of receipt of the initial certification unless the City reasonably objects to the certification.

(ii) If Company adds up to an additional 70 Job Equivalents on the Real Property above the existing 96 Job Equivalents by December 31, 2014 and is compliance with III and (a)(i) above it is entitled to a second payment up to Fifty-two Thousand Five Hundred Dollars (\$52,500). This amount will be pro-rated at \$750 per Job Equivalent. **Company must submit its second certification not later than January 31, 2015. A failure to provide this certification by that date is an event of default and, if not cured, results in a complete forfeiture of the**

remaining outstanding grant and Company is not eligible for any other payments including those under (iii) below.

City will make the second payment within thirty (30) days of receipt of this certification unless the City reasonably objects to the certification.

(iii) If Company adds up to an additional 84 Job Equivalents above the existing 166 Job Equivalents on the Real Property by December 31, 2015, it is entitled to a third payment up to Sixty Three Thousand Dollars (\$63,000). This amount will be pro-rated at \$750.00 per Job Equivalent in the event that less than 84 Job Equivalents are added. Company must have complied with III and 4.02(a) (i) & (ii) above and have added up to additional 84 Job Equivalents to receive this portion of the grant award. **Company must submit its third certification not later than January 31, 2016. A failure to provide this certification by that date is an event of default and, if not cured, results in an immediate and complete forfeiture of the remaining outstanding grant.**

City will make the third payment of not to exceed Sixty Three Thousand Dollars (\$63,000) within thirty (30) days of receipt of this certification unless the City reasonably objects to the certification; the exact amount will be based on the number of Job Equivalents at \$750.00 per job.

(b) For each year thereafter following the full grant payment, Company must submit an annual certification not later than January 31st verifying compliance with Article III above. The certification must be based upon the number of Job Equivalents for which the Company has received a grant. A failure to file the annual certification by the January 31st deadline during the remaining years of the Agreement shall result in a default and a right to a full refund of all grant amounts previously paid as set out in 4.03.

(c) All certifications must be verified by the Company's chief executive or financial officer.

4.03 **Refund/Default**

(a) If following the receipt of a grant payment, the Company fails to meet the required number of Job Equivalents for which it has received payment for more than 180 consecutive days at any time during the term of this Agreement and the loss is not the result of an Event of Force Majeure, the Company shall refund to the City an amount equal to Seven Hundred and Fifty Dollars (\$750.00) for each lost Job Equivalent. For the purposes of determining whether the City is due a refund under this section, the Company shall certify to the City as set out in Section 4.02 above the actual number of Job Equivalents at the Real Property for the compliance period using the applicable forms that are attached hereto.

(b) At any time during the term of this Agreement if Company is convicted of a violation under 8 United States Code Section 1324a(f) regarding the employment of undocumented workers, that shall constitute an event of default and Company shall reimburse all grant funds paid pursuant to this Agreement.

(c) All refunds under this Agreement shall be due within thirty (30) days of written demand for payment. A failure to make the refund payment within thirty (30) days shall constitute an event of default. If a refund is due for one or more Job Equivalent(s), Company is not entitled to any future payment for that lost Job Equivalent(s) notwithstanding that it subsequently complies with the Job Equivalent requirements of this Agreement.

(d) In the Event of a Force Majeure, the Company shall notify the City in writing not less than sixty days of the onset of the Event with adequate supporting documentation of the reasons for the Event, anticipated duration, and actions that the Company will take to alleviate the Event with a request for an extension. The City Manager shall consider such request and may grant such extension, such approval shall not be unreasonably withheld.

(e) If the Company defaults on the payment of any refund or fails to timely provide any certification as required by Section 4.02, the full amount of the Grant paid shall be refunded by Company to the City. City may use any efforts to collect such sums owed and Company agrees to pay any and all interest, and expenses, including attorney fees and costs incurred by City.

Article V Termination

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

(a) By expiration of the term and where no defaults have occurred.

(b) If a party defaults or breaches any of the terms or conditions of this Agreement, including those not described as an event of default, and such default or breach is not cured within thirty (30) days after written notice thereof by the non-defaulting party unless a longer period is provided.

The City Manager is authorized on behalf of the City to send notice of default and to terminate this Agreement for any default that is not cured.

5.02 **Effect of Termination/Survival of Obligations**. The rights, responsibilities and liabilities of the parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations or default(s) that existed prior to such termination or as otherwise provided herein and those liabilities and obligations shall survive the termination of this Agreement, including the refund provision, maintenance of records, and access thereto.

Article VI Retention and Accessibility of Records

6.01 Company shall maintain the fiscal records and supporting documentation for expenditures of funds associated with this Agreement. Company shall retain such records, and

any supporting documentation for the greater of: (1) Five [5] years from the end of the Agreement period; or (2) the period required by other applicable laws and regulations.

6.02 Company gives City, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written or photographic material, videotape and other papers, things, or personal and real property belonging to or in use by Company pertaining to the Economic Development Program Grant (the "Records") upon receipt of ten (10) business days written notice from the City. The City's access to Company's books and records will be limited to information needed to verify that Company is and has been complying with the terms of this Agreement. Any information that is not required by law to be made public shall be kept confidential by City. In no event shall City's access to Company's Records include any access to any personal and/or medical data of any employees of Company except to confirm payroll information compliance for Job Equivalents. Company shall not be required to disclose to the City any information that by law Company is required to keep confidential. Should any good faith dispute or question arise as to the validity of the data provided, the City reserves the right to require Company to obtain an independent firm to verify the information. This certified statement by an independent firm shall be provided at the sole cost of Company. The rights to access the Records shall terminate five (5) years after the termination or expiration of this Agreement. Failure to provide reasonable access to the Records to authorized City representatives shall give the City the right to suspend or terminate this Agreement as provided for in Section 5 above, or any portion thereof, for reason of default. All Records shall be retained by Company for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative, civil or criminal matters including, but not limited to, investigations, lawsuits, administrative inquires and open record requests are completed. Company agrees to maintain the Records in an accessible location.

6.03 Company represents and agrees that throughout the term of this Agreement, the Company's obligations set forth in 6.02 shall also apply to Investor's Business Daily and that Company is authorized to make this representation on behalf of Investor's Business Daily.

Article VII Assignment

7.01 **Assignment.** This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its wholly owned affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or more than ninety (90) percent of the assets of the Company as long as the Company gives sixty (60) days prior written notice to the City and the assignee executes an agreement with the City to be bound to all the terms and conditions of this Agreement and be responsible for any default(s) that occurred prior to or after the assignment.

For any assignment not covered by (a) or (b) above, the Company must obtain the prior approval of the City through its City Manager and the assignee must agree to be bound to all the

terms and conditions of this Agreement and to accept all liability for any default that occurred prior to and/or after the assignment.

Any assignment agreement must be furnished in a form acceptable to the City and be provided at least thirty days prior to the effective assignment date. City agrees to notify the potential assignee of any known default, but such notification shall not excuse defaults that are not yet known to the City.

Article VIII Miscellaneous

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

8.01.1 **Notice of Bankruptcy.** In the event Company files for bankruptcy, whether involuntarily or voluntary, Company shall provide written notice to the City within three (3) business days of such event.

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

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

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

With a copy to:
City of Plano, Texas
Attention:
City Attorney
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

If intended for the Company:
O'Neil Digital Solutions, LLC
Attention: Jim Lucanish
3100 East Plano Parkway
Plano, Texas

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

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

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

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

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

8.09. **Authorized to Bind.** The persons who execute their signatures to this Agreement represent and agree that they are authorized to sign and bind their respective parties to all of the terms and conditions contained herein.

8.10 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

EXECUTED on this _____ day of _____, 20__.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

Diane Zucco, CITY SECRETARY

By: _____
Bruce D. Glasscock
CITY MANANGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

O'Neil Digital Solutions, LLC, a Texas
company

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

INITIAL CERTIFICATE OF COMPLIANCE

I hereby certify that O'Neil Digital Solutions, LLC has occupied not less than 218,000 square feet of commercial space on the Property and has retained, transferred or added 96 Job Equivalent positions to the Property by December 31, 2013, and is in compliance with the Agreement and is entitled to receive payment in accordance with Section 4.02 (a)(i) of that Agreement.

ATTEST:

O'Neil Digital Solutions, LLC, a Texas company

By: _____

Name: _____

Chief Financial Officer

Date

This Certification is due by January 31, 2014.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

EXHIBIT "A"

SECOND CERTIFICATE OF COMPLIANCE

I hereby certify that O'Neil Digital Solutions, LLC is in compliance with all terms and conditions of the Agreement and:

- a. I further certify that O'Neil Digital Solutions, LLC has added up to 70 new Job Equivalents to the Property by December 31, 2014, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a)(ii). The exact number of added Job Equivalents is _____; or,
- b. The number of actual Job Equivalents is below the number required to be maintained pursuant the Agreement, the actual number of Job Equivalents is _____ and I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement.

ATTEST:

O'Neil Digital Solutions, LLC, a Texas company

By: _____
Name: _____
Chief Financial Officer

Date

This form is due by January 31, 2015.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

EXHIBIT "A"

THIRD CERTIFICATE OF COMPLIANCE

I hereby certify that O'Neil Digital Solutions, LLC is in compliance with all terms and conditions of the Agreement and:

- a. I further certify that O'Neil Digital Solutions, LLC. has added up to 84 additional new Job Equivalents to the Property by December 31, 2015, and is in compliance with all terms of the Agreement and is entitled to receive payment in accordance with Section 4.02 (a)(iii). The total number of Job Equivalents is _____; or,
- b. The number of actual Job Equivalents is below the number required to be maintained pursuant the Agreement, the actual number of Job Equivalents is _____ and I certify that the City of Plano has been refunded the appropriate amount as required by Section 4.03 of the Agreement.

ATTEST:

O'Neil Digital Solutions, LLC, a Texas company

By: _____
Name: _____
Chief Financial Officer

Date

This form is due by January 31, 2016.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

EXHIBIT "B"

**ANNUAL CERTIFICATE OF COMPLIANCE
(Following final grant payment)**

I hereby certify that O'Neil Digital Solutions, LLC is in compliance with each applicable term as set forth in the Agreement and the transferred or retained number of Job Equivalents has not fallen below the number for which it has received a grant payment in accordance with the terms and conditions set out in Article IV. I further certify that as of December 31 of the prior year, the number of Job Equivalents was _____. If the number of Job Equivalents is below the number required to be maintained pursuant the Agreement, I certify that the City of Plano has been refunded the appropriate amount as required by Article IV, Section 4.03 of the Agreement.

ATTEST:

O'Neil Digital Solutions, LLC, a Texas
company

By: _____
Name: _____
Chief Financial Officer

Date

NOTE:

This form is due on January 31 of each year following the final grant payment and as long as this Agreement is in effect with the final annual certification due on January 31, 2022.

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358

City of Plano

Redistricting Map

Option 1

The purpose for redistricting is to improve equity in the Council District population distributions. The proposed Options 1 and 2 maps will be discussed at the August 22, 2011 and September 12, 2011 City Council meetings in which the City Council will receive public comments regarding the proposed redistricting options. Contact Steve Sims at 972-941-7151 for more information.



Source: City of Plano, GIS Division
Date: July, 2011

District	2010 Census Population
1	61,471
2	64,252
3	67,399
4	66,719
Total	259,841

Legend

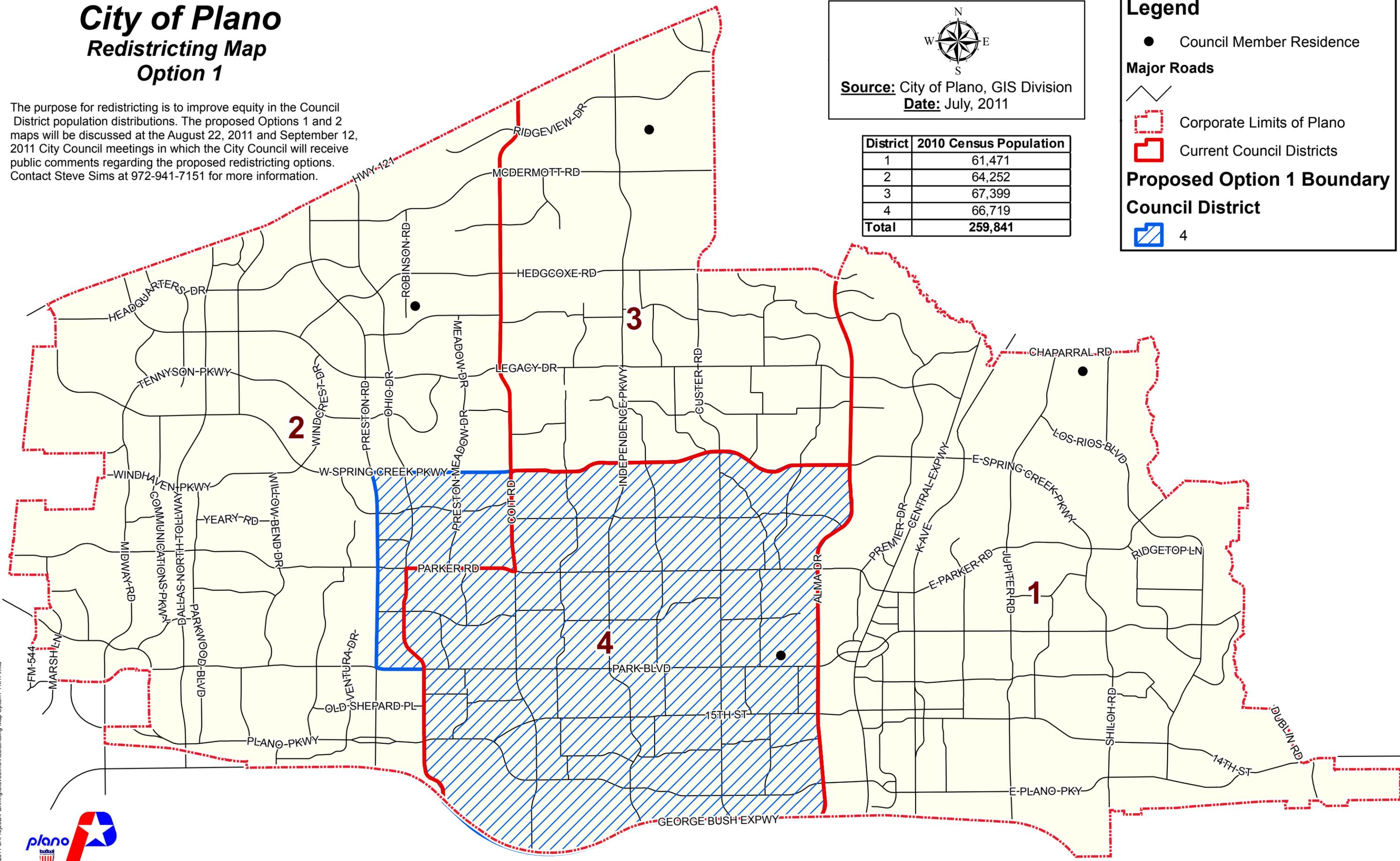
- Council Member Residence

Major Roads

- ⚡ Corporate Limits of Plano
- ▭ Current Council Districts

Proposed Option 1 Boundary

- ▭ Council District 4



City of Plano

Redistricting Map

Option 2

The purpose for redistricting is to improve equity in the Council District population distributions. The proposed Options 1 and 2 maps will be discussed at the August 22, 2011 and September 12, 2011 City Council meetings in which the City Council will receive public comments regarding the proposed redistricting options. Contact Steve Sims at 972-941-7151 for more information.



Source: City of Plano, GIS Division
Date: July, 2011

District	2010 Census Population
1	64,196
2	64,252
3	64,674
4	66,719
Total	259,841

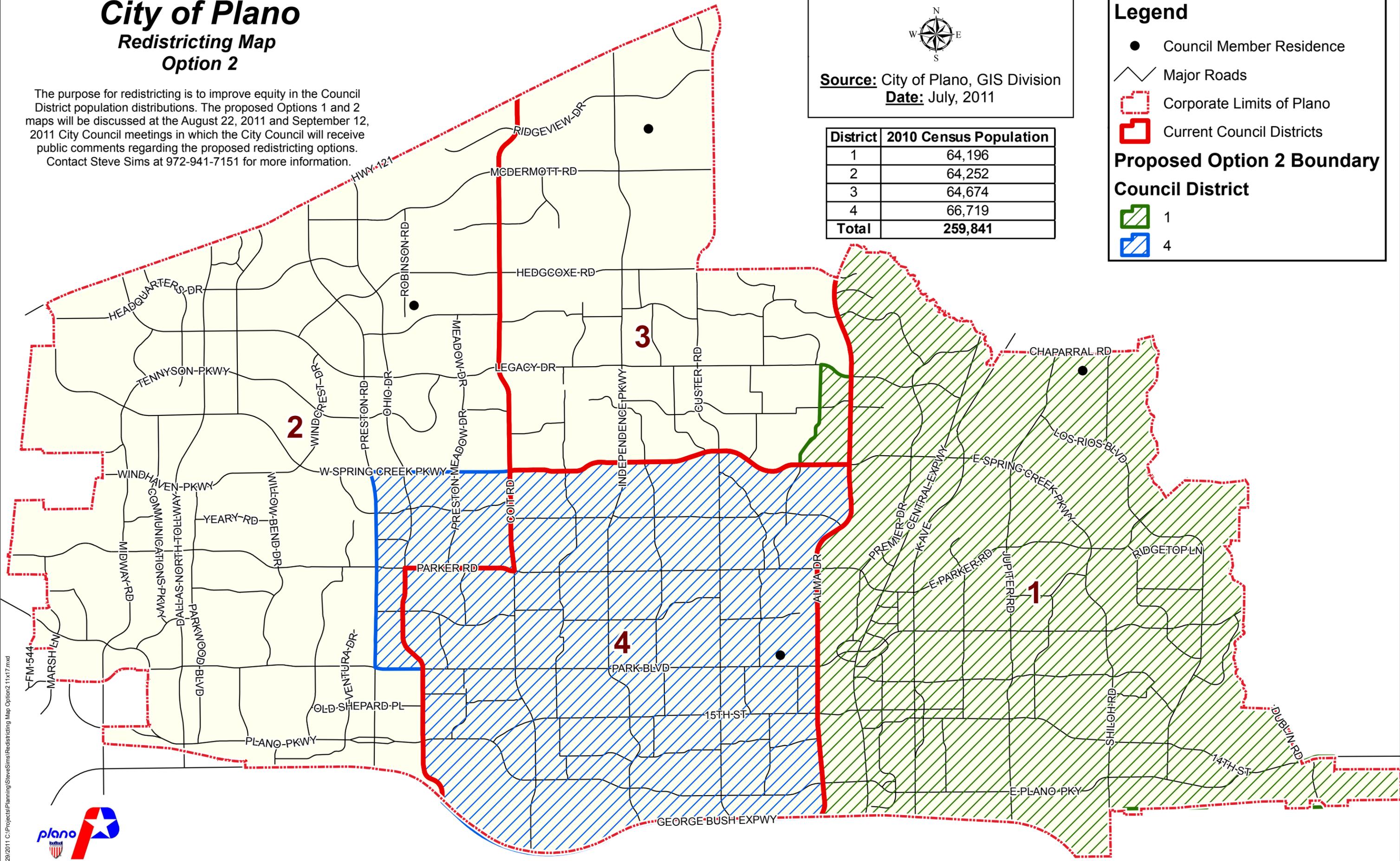
Legend

- Council Member Residence
- Major Roads
- ⬡ Corporate Limits of Plano
- ⬡ Current Council Districts

Proposed Option 2 Boundary

Council District

-  1
-  4



D:\7/29/2011 C:\Projects\Planning\SteveSims\Redistricting Map Option2 11x17.mxd



DATE: August 2, 2011
TO: Honorable Mayor & City Council
FROM: Chris Caso, Chairman, Planning & Zoning Commission
SUBJECT: Results of Planning & Zoning Commission Meeting of August 1, 2011

**AGENDA ITEM NO. 8 - PUBLIC HEARING
ZONING CASE 2011-19
APPLICANT: RUSSELL ROBERTSON (SPERRY VAN NESS ASSET
MANAGEMENT)**

Request for a Specific Use Permit for Gymnastics/Dance Studio on 0.2 ± acre located on the north side of Summit Avenue, 500± feet west of Stewart Avenue. Zoned Light Industrial-1. Neighborhood #67.

APPROVED: 7-0 **DENIED:** _____ **TABLED:** _____

LETTERS RECEIVED WITHIN 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

LETTERS RECEIVED OUTSIDE 200 FOOT NOTICE AREA: **SUPPORT:** 0 **OPPOSE:** 0

PETITION(S) RECEIVED: N/A **# OF SIGNATURES:** N/A

STIPULATIONS:

Recommended for approval as submitted.

FOR CITY COUNCIL MEETING OF: August 22, 2011 (To view the agenda for this meeting, see www.planotx.org)

PUBLIC HEARING - ORDINANCE

KP/dc

xc: Russell Robertson, Sperry Van Ness Asset Management

CITY OF PLANO
PLANNING & ZONING COMMISSION

August 1, 2011

Agenda Item No. 8

Public Hearing: Zoning Case 2011-19

Applicant: Russell Robertson (Sperry Van Ness Asset Management)

DESCRIPTION:

Request for a Specific Use Permit for Gymnastics/Dance Studio on 0.2 ± acre located on the north side of Summit Avenue, 500± feet west of Stewart Avenue. Zoned Light Industrial-1. Neighborhood #67.

REMARKS:

The requested zoning is for a Specific Use Permit (SUP) for Gymnastics/Dance Studio. An SUP authorizes and regulates a use not normally permitted in a district, which could benefit in a particular case the general welfare, provided that adequate development standards and safeguards are established. A gymnastics/dance studio is a building or portion of a building used as a place of work for a gymnast or dancer or for instructional classes in gymnastics or dance. The applicant is proposing to locate the gymnastics/dance studio in an existing 8,673± square foot tenant space, located in a larger multitenant building.

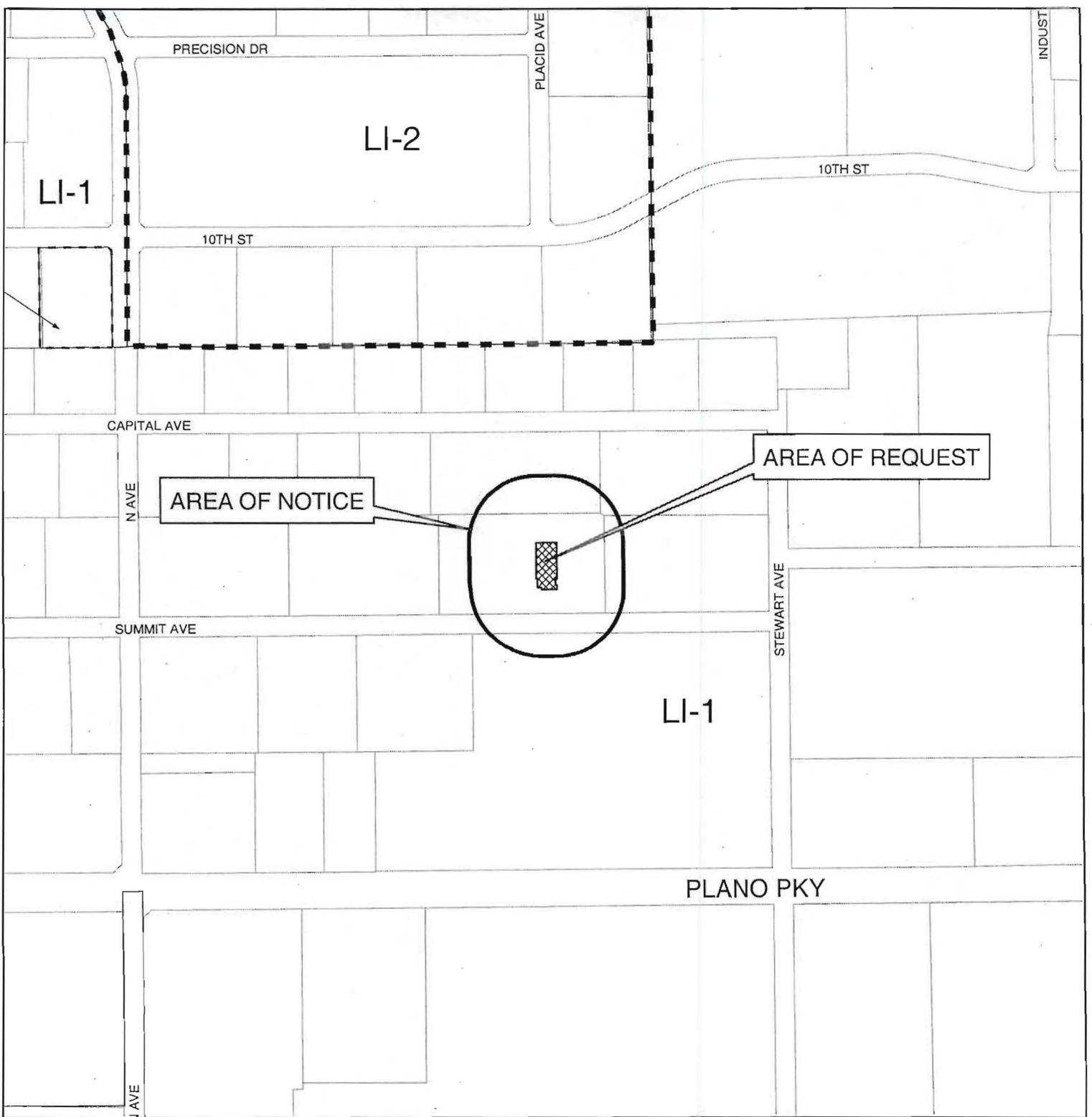
The current zoning is Light Industrial-1 (LI-1). The LI-1 district is intended to provide areas for light manufacturing firms engaged in processing, assembling, warehousing, research and development, and incidental services that are developed in accordance with the same performance standards applicable to all other zoning districts.

Other uses currently operating in the building include office-showroom/warehouse and light-intensity manufacturing (this is an engineering facility with limited assembly operations). The areas to the west, east, north, and south of the site are zoned Light Industrial-1. Surrounding land uses include light manufacturing, office and storage/wholesale warehouse.

The gymnastics/dance studio is a use that is compatible with other uses in the area and is suitable in this site. Adequate parking exists on the site to support this use. Based on this analysis, staff believes this is an appropriate location for a gymnastics/dance studio.

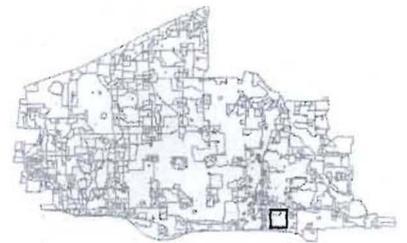
RECOMMENDATION:

Recommended for approval as submitted.



Zoning Case #: 2011-19

Existing Zoning: LIGHT INDUSTRIAL-1



○ 200' Notification Buffer

Zoning Case 2011-19

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2006-4-24, as heretofore amended, granting Specific Use Permit No. 611 so as to allow the additional use of Gymnastics/Dance Studio on 0.2± acre of land out of the James Beverly Survey, Abstract No. 120, located on the north side of Summit Avenue, 500± feet west of Stewart Avenue in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 22nd day of August, 2011, for the purpose of considering granting Specific Use Permit No. 611 for the additional use of Gymnastics/Dance Studio on 0.2± acre of land out of the James Beverly Survey, Abstract No. 120, located on the north side of Summit Avenue, 500± feet west of Stewart Avenue, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1; 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, 2011; and

WHEREAS, the City Council is of the opinion and finds that the granting of Specific Use Permit No. 611 for the additional use of Gymnastics/Dance Studio on 0.2± acre of land out of the James Beverly Survey, Abstract No. 120, located on the north side of Summit Avenue, 500± feet west of Stewart Avenue in the City of Plano, Collin County, Texas, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2006-4-24, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 611 for the additional use of Gymnastics/Dance Studio on 0.2± acre of land out of the James Beverly Survey, Abstract No. 120, located on the north side of Summit Avenue, 500± feet west of Stewart Avenue, in the City of Plano, Collin County, Texas, presently zoned Light Industrial-1, said property being more fully described on the legal description in Exhibit "A" attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

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

Section IV. The repeal of any ordinance or part of ordinances affected by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance at the time of passage of this Ordinance.

Section V. Any person, firm or corporation found to be violating any term or provision of this Ordinance, shall be subject to a fine in accordance with Section 1-4(a) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 22ND DAY OF AUGUST, 2011.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ZC 2011-19

A tract of land located within the James Beverly Survey, Abstract No. 120, being all of Lot 5, Block E, Palisades Business Park, Section 5, an addition to the City of Plano, Texas, as recorded in Volume F, Page 583, Map Records, Collin County, Texas. Said tract of land being more particularly described as follows:

BEGINNING at the northwest corner of Tract 5, Block E, Palisades Business Park, Section 5, as recorded in Volume F, Page 583, Public Records of Collin County, Texas;

THENCE along the north line of said Tract 5, North 90° 00' 00" East, a distance of 353.87 feet;

THENCE leaving said North tract line, South 00° 00' 00" East, a distance of 86.62 feet to the POINT OF BEGINNING;

THENCE South 00° 02' 48" East, a distance of 108.22 feet;

THENCE South 89° 57' 12" West, a distance of 4.00 feet;

THENCE South 00° 02' 48" East, a distance of 19.70 feet;

THENCE North 89° 57' 12" East, a distance of 4.00 feet;

THENCE South 00° 10' 49" West, a distance of 12.52 feet;

THENCE North 89° 49' 11" West, a distance of 46.68 feet;

THENCE North 00° 00' 21" West, a distance of 6.37 feet;

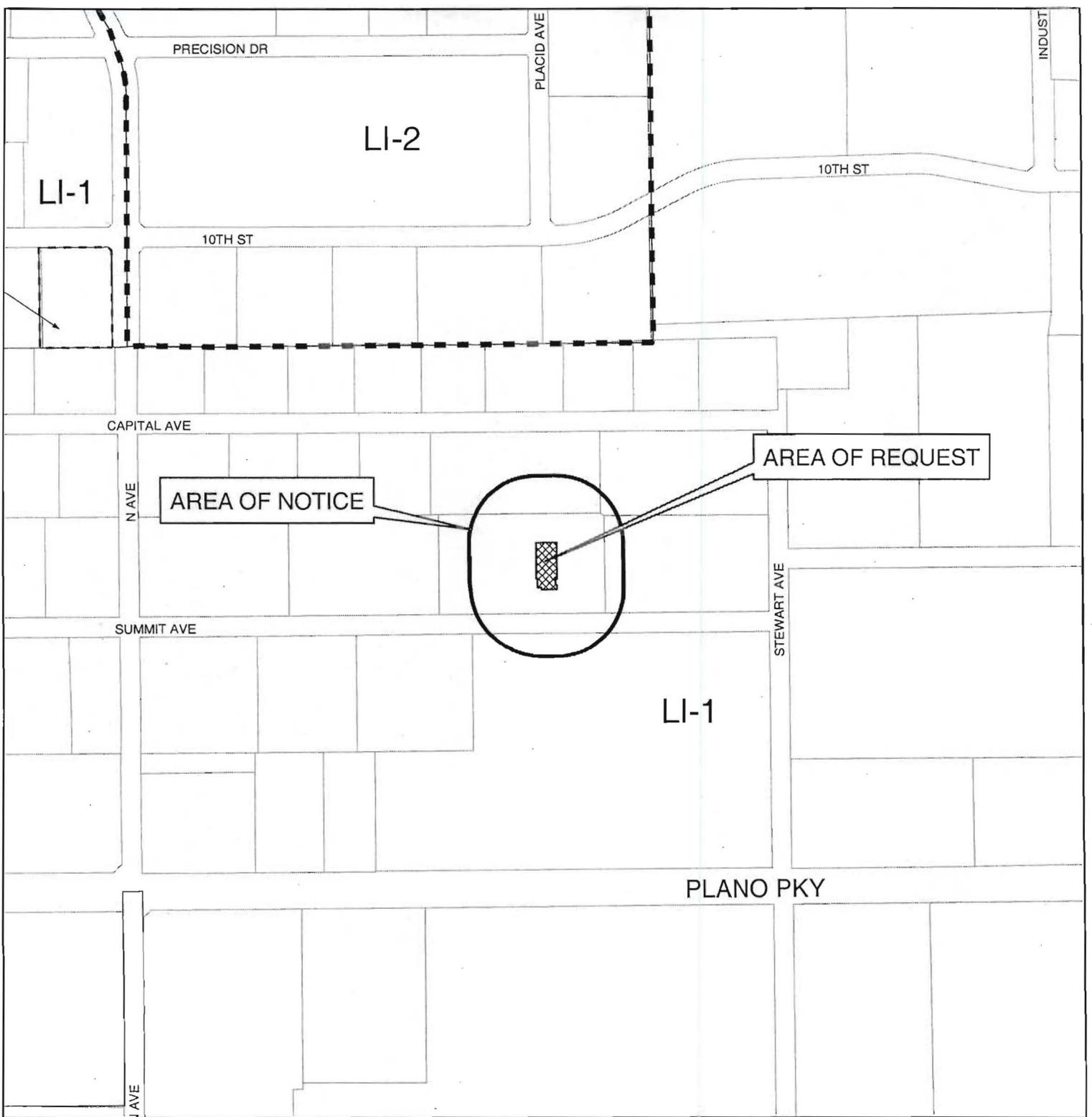
THENCE South 89° 59' 39" West, a distance of 11.40 feet;

THENCE North 00° 00' 21" West, a distance of 27.00 feet;

THENCE South 89° 57' 12" West, a distance of 3.50 feet;

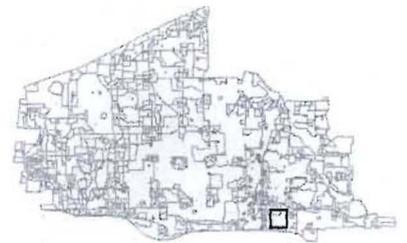
THENCE North 00° 02' 48" West, a distance of 106.87 feet;

THENCE North 89° 57' 12" East, a distance of 61.59 feet to the POINT OF BEGINNING and CONTAINING 8,673 square feet or 0.2 acre of land.



Zoning Case #: 2011-19

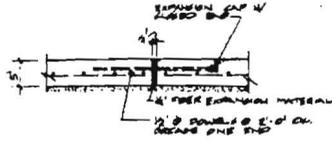
Existing Zoning: LIGHT INDUSTRIAL-1



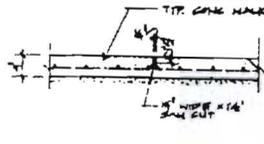
○ 200' Notification Buffer



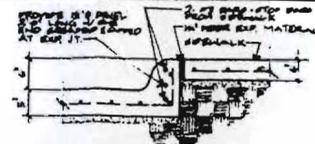
02 PAVING @ BLDG.



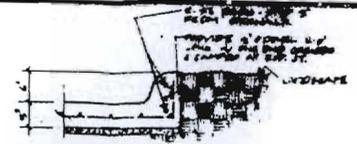
03 PAVING EXP. JT.



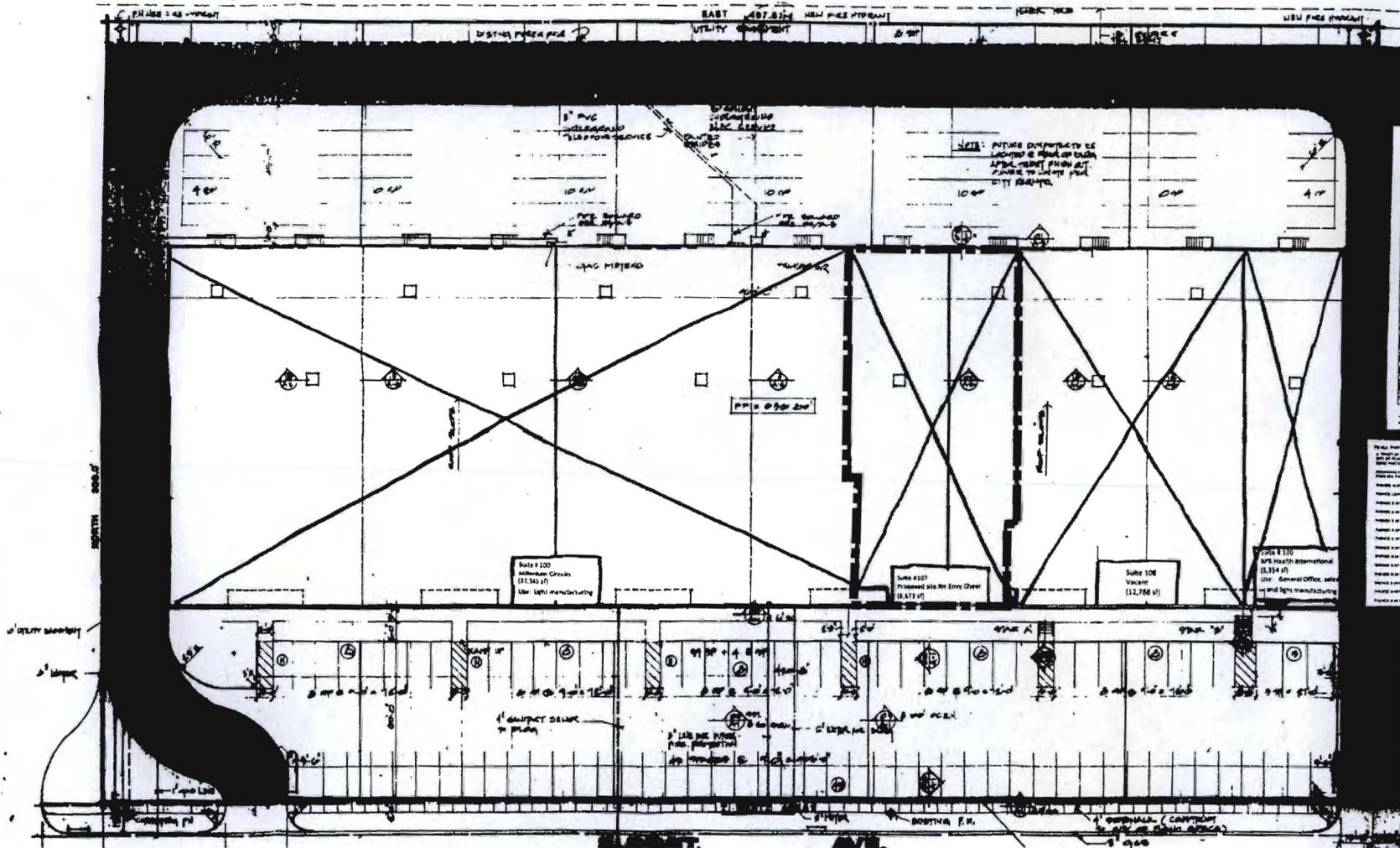
04 WALK C. J.



05 CURB @ WALK



06 CURB



DATA

NET LAND AREA	3,4284 AC.
BUILDING AREA	148,248 S.F.
COVERAGE	43%

NO.	REVISION	DATE	BY	CHKD.
1	ISSUED FOR PERMITS	10/15/01	J. W. WALKER	
2	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
3	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
4	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
5	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
6	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
7	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
8	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
9	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
10	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
11	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
12	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
13	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
14	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
15	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
16	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
17	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
18	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
19	REVISED PER COMMENTS	10/15/01	J. W. WALKER	
20	REVISED PER COMMENTS	10/15/01	J. W. WALKER	

TO ALL PARTIES INTERESTED IN THIS PROJECT: APPROVED FOR THE CITY OF DALLAS, TEXAS, BY THE PLANNING & ZONING COMMISSION ON 10/15/01. THIS APPROVAL IS CONDITIONAL UPON THE SUBMITTER'S COMPLIANCE WITH ALL CITY ORDINANCES AND REGULATIONS. THE CITY OF DALLAS, TEXAS, DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CITY OF DALLAS, TEXAS, DOES NOT ASSUME LIABILITY FOR ANY DAMAGE OR LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE INFORMATION PROVIDED HEREON.

Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plan, or plat, approval of development standards, or the intention of the development process. Planning & Zoning Commission and/or City Council action on studies, plans or plats relating to development of this property shall be considered as an action separate from action taken on this zoning case.

ATTORNEY/OWNER'S ADDRESS
 2057 Keller Springs Road, Suite 110
 Addison, Texas 75001
 Phone: 214-763-6109

WALKER CONSULTING
 6000 S. GARDEN DRIVE / WINDSOR ON BURNETT AVE. PLANO, TEXAS



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		8/22/11		
Department:		Budget & Research		
Department Head		Karen Rhodes Whitley		
Agenda Coordinator (include phone #): Carla Rude				
CAPTION				
A public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 1.66 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code).				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	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 is the first of two required public hearings on the proposed tax revenue increase. The second public hearing will be held on August 31, 2011 at 5:00 pm. The City of Plano tax rate is proposed to remain at \$.4886 per \$100 of taxable value.				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: DIANE WETHERBEE
SUBJECT: CHARTER REVIEW
DATE: AUGUST 1, 2011

In the event there is a charter election, it would be appropriate to consider including a proposition to allow clean up for those provisions that are obsolete or have been preempted by state or case law. Those provisions are identified in this memo under the non-substantive section and are recommended for your consideration.

Council may also wish to consider whether there should be a proposition that amends Section 4.04 Municipal Court so that it has the necessary elements in order to be eligible to be a court of record. If the voters approve such a proposition, Council will then consider an ordinance that addresses in greater detail the operations of the court. The benefit of a court of record is that it removes the trial de novo process for cases that are appealed from the Plano Municipal Court. Under the current system, cases that are already adjudicated in the City are retried again at the County at the request of the defendant. Also, a court of record gives the authority of the City to expand the power of the judge to hear certain civil cases for the enforcement of health, safety and nuisance violations. This has been discussed and reviewed with Judge Stevenson and he concurs with this recommendation.

You received a separate memo from Di Zucco on SB 100 regarding election options some of which will require charter revisions if selected.¹ Following your direction on those matters, the proposed charter language will be provided.

All changes to the charter are provided to the voters for approval by proposition. Propositions are brief statements on the ballot that describe the proposed charter changes, addition or deletions. The proposition itself does not include the entire text of the affected provision; however, that language is generally shown in the ordinance calling the election and/or informational material that is distributed with the election. A substantive charter change (one that go beyond general “clean up” of the charter) requires a separate proposition for the changes covered by that topic.

The suggestions are divided into substantive and non-substantive changes and are referenced by section with a comparison of the current City Charter language and the proposed revised language.

¹ The discussion on SB 100 and the options for your consideration regarding elections is scheduled for discussion at your July 25th meeting. Ms Zucco has provided you a memo on the options that are available and two include a charter amendment. If you select an option that requires a charter revision, proposed ballot language will be added to the recommendations herein.

SUBSTANTIVE CHANGES

Article 3. Section 3.01 Number, selection and term.

Any decision on revising the length of term or revising the number of terms that can be served is a substantive change to section on 3.01 of the Charter but can be included in one proposition. Further, the Council should decide whether to include in the proposition if **prior terms served** shall count towards term limits if the proposition is approved by the voters. This will alleviate any confusion or conflict on how prior terms are treated. Below are the recommended charter text and the areas highlighted for your feedback on term length and term limits.

3.01 Number, selection and term.

(a) The city council shall be divided into eight (8) places known as places 1,2,3,4,5,6,7, and 8 with places on the official ballot designated as “member of council, place no. _____”, or “Member of council, mayor, place six (6), with the election for each place from the city at large, determined by a majority vote of the qualified voters voting at the election. Member of council, place no. six (6) is hereby designated as mayor. Each candidate shall designate the specific place for which he is a candidate for election.

The city shall by ordinance be divided into four (4) geographic districts based on equality of population. No person shall be eligible to be a candidate for a council representative of a geographic district unless the candidate is at that time a bona fide resident of the district during their terms of office. Candidates for at large places may reside in any portion of the city. The city council may appoint a commission to recommend establishment of district boundaries.

(b) The mayor shall preside at meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the council and shall be entitled to vote as a member thereof, on legislative or other matters.

(c) Each person elected shall hold office for a period of **()** years and until his successor is elected and qualified. All elections shall be held in the manner provided in Article 5 of this charter. A person who has served as a member of the city council for **()** consecutive terms, shall not again be eligible for election to any place on the city council until at least one (1) year has elapsed, except such council member shall be eligible for election as mayor.

(d) The mayor, members of the city council and appointed members of every council-appointed commission, committee or study group who announces for any elective office other than that which he or she is holding at the time of announcing for office, which office is to be held in and for the City of Plano, shall resign his elective or appointive office upon announcing for such elective office. If the candidate fails to resign, the city council shall consider the office

vacant as of the date of announcement for office, in the minutes of the next regular council meeting.

Article 4

Sec. 4.04. Municipal Court.

In order to be a court of record, certain provisions under section 4.04 regarding appointment and removal of judges need to be revised. The following revisions are recommended in order to allow the appointment to comply with laws for a court of record and the removal process recommended would control over other such law and sets standards and provides the Council with the authority to remove as well as defining the event for when the City Council appoints an acting chief judge.

Recommended Change: Revise this section to comply with Section 30 (Municipal Courts of Record), *Texas Government Code*, in case municipal court is changed to court of record, but also keep sufficiently general to be consistent with either type of court.

Current Language: (recommendation to delete highlighted language)

(a) There shall be established and maintained a court designated as the “municipal court” for the trial of misdemeanor offenses, with all such powers and duties as now or hereafter may be prescribed by laws of the State of Texas relative to corporation or recorder’s courts.

(b) The judge of said court shall be appointed by the city council of the City of Plano, shall be designated as the chief municipal judge, and shall receive such salary as may be fixed by the city council, and shall hold office at the pleasure of the city council.

(c) The city council may establish and maintain from time to time one (1) or more ancillary municipal courts which shall be presided over by associate judges selected as hereinafter provided and shall exercise such ancillary jurisdiction and hear such cases as may be assigned to them by the chief municipal judge. Associate judges may be selected and appointed by the chief municipal judge to assist in carrying out the duties of the court as assigned. Appointed associate judges shall hold office at the pleasure of the chief municipal judge.

(d) The clerks of said courts shall have the power to administer oaths and affidavits, make certificates, affix the seal of said courts thereto, and generally to do and perform any and all acts usual and necessary by the clerks of courts in issuing process of said courts and conducting the business thereof.

(e) Whenever the chief municipal judge is unable to act for any reason, the city council may appoint a person meeting the qualifications for such position to sit for the chief municipal judge. Such appointee shall have all the powers and duties of the office and shall receive the same compensation as is payable to the chief municipal judge, while the appointee is so acting.

Suggested Revised Language: (recommendation to add highlighted language)

(a) There shall be established a maintained a court designated as the “municipal court” for the trial of misdemeanor offenses, with all such other powers and duties as now or hereafter may be prescribed by the laws of the State of Texas and this City.

(b) The judge of said court shall be appointed by the city council of the City of Plano, shall be designated as the Chief Municipal Judge, and shall receive such salary as may be fixed by the city council.

(c) The city council may establish and maintain from time to time one (1) or more ancillary municipal courts which shall be presided over by associate judges who shall exercise such ancillary jurisdiction and hear such cases that shall be assigned to them by the chief municipal judge. The chief and associate judges shall be selected and appointed by the city council to serve specific terms. Initial appointment and reappointment to any term is at the discretion of the city council.

(d) Unchanged.

(e) If a vacancy occurs in the office of Chief Municipal Judge during an appointed term, the City Council shall appoint a qualified person to fill the office for the remainder of the unexpired term and such appointee shall have all the powers and duties of the office and shall receive the same compensation as is payable to the Chief Municipal Judge, while the appointee is so acting and until the expiration of such term.

(f) The chief judge and associate judges may be removed during their term of office by a majority vote of all members of the city council eligible to serve. Removal may include any one or more of the following grounds: dereliction of duty, incompetency, incapacity to serve, conduct discrediting the position, or misconduct.

NON-SUBSTANTIVE CHANGES

Non-substantive changes can be presented as a single proposition on the ballot. If approved by the voters, the following sections would be changed as indicated but would not appear as separate propositions on the ballot.

Article 1

Sec. 1.02. The boundaries.

Recommended Change: Section 1.02 should be changed to provide clear boundary language and reflect where the official map of the city is located.

Current Language: The boundaries of the City of Plano shall be the same as have heretofore been established at the time of adoption of this charter.

Suggested Revised Language: (recommendation to add highlighted language)

The boundaries of the City of Plano shall be the same as have heretofore been established as of the date of the adoption of this charter and as may change from time to time by official legislative action. The City Secretary shall maintain an official map of its boundaries in accordance with Chapter 41 of the Texas Local Government Code as now or hereafter amended.

Article 2

Section 2

Sec. 2.02. General powers adopted.

Recommended Change: Section 2.02 should be changed for general clean-up purposes by eliminating the publication year of the Texas Civil Statute.

Current Language: (recommendation to delete highlighted language)

The enumeration of the particular powers in this charter shall not be held or deemed to be exclusive but in addition to the powers enumerated herein or implied hereby or appropriate to the exercise of such powers, the city shall have and may exercise all power of local self-government and all other powers which, under the constitution and laws of the State of Texas, it would be competent for this charter specifically to enumerate. The City of Plano shall have and may exercise all the powers enumerated in Article 1175, Chapter 13, Title 28, of the Revised Civil Statutes of the State of Texas of 1925 as now exists or hereafter amended.

Suggested Revised Language:

The enumeration of the particular powers in this charter shall not be held or deemed to be exclusive but in addition to the powers enumerated herein or implied hereby or appropriate to the exercise of such powers, the city shall have and may exercise all power of local self-government and all other powers which, under the constitution and laws of the State of Texas, it would be competent for this charter specifically to enumerate. The City of Plano shall have and may exercise all the powers enumerated in Article 1175, Chapter 13, Title 28, of the Revised Civil Statutes of the State of Texas as now or hereafter amended.

NOTE: THE CHANGES SHOWN FOR 3.01 ARE RECOMMENDED ONLY IF THE COUNCIL DOES NOT TAKE ANY ACTION TO CHANGE ANY TERM OF OFFICE OR REVISE TERM LIMITS AS SET OUT EARLIER IN THIS MEMO

Article 3

Sec 3.01. Number, selection and term.

Recommended Change only if the Council is not considering any substantive change to this section. Section 3.01(a) and 3.01(d) should be changed for general clean-up purposes; eliminating the year in each as unnecessary additional language. Section 3.01(c) should also be deleted since there is no election held in odd and even numbered years.

Current Language: (recommendation to delete highlighted language if there is no action to change the length of a term of office or to revise the number of terms that may be served)

The legislative and governing body of the city shall consist of a mayor and seven (7) council members and shall be known as the “council of the City of Plano.”

(a) The city council shall be divided into eight (8) places known as places 1, 2, 3, 4, 5, 6, 7, and 8, with places on the official ballot designated as “member of council, place no. _____” or “member of council, mayor, place no. six (6),” with the election for each

place from the city at large, determined by a majority vote of the qualified voters voting at the election. Member of council, place no. six (6) is hereby designated as mayor. Each candidate shall designate the specific place for which he is a candidate for election.

Commencing with the year 1994, the city shall by ordinance be divided into four (4) geographic districts based on equality of population. No person shall be eligible to be a candidate for a council representative of a geographic district unless the candidate is at that time a bona fide resident of the district. Council geographic district representatives must continuously reside in said district during their term or terms of office. Candidates for at large places may reside in any portion of the city. The city council may appoint a commission to recommend establishment of district boundaries.

(b) The mayor shall preside at meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the council and shall be entitled to vote as a member thereof, on legislative or other matters.

(c) All present council members shall serve out their respective terms with places 2, 4, 6, and 8 being elected in each even-numbered year, and places 1, 3, 5, and 7 being elected in each odd-numbered year.

(d) **Beginning May 7, 2005**, each person elected **on or after May 7, 2005** shall hold office for a period of three (3) years and until his successor is elected and qualified. All elections shall be held in the manner provided in Article 5 of this charter. A person who has served as a member of the city council for three (3) consecutive terms, shall not again be eligible for election to any place on the city council until at least one (1) year has elapsed, except such council member shall be eligible for election as mayor.

(e) The mayor, members of the city council and appointed members of every council-appointed commission, committee or study group who announces for any elective office other than that which he or she is holding at the time of announcing for office, which office is to be held in and for the City of Plano, shall resign his elective or appointive office upon announcing for such elective office. If the candidate fails to resign, the city council shall consider the office vacant as of the date of announcement for office in the minutes of the next regular council meeting.

Suggested Revised Language:

(a) The city council shall be divided into eight (8) places known as places 1,2,3,4,5,6,7, and 8 with places on the official ballot designated as “member of council, place no. _____”, or “Member of council, mayor, place six (6), with the election for each place from the city at large, determined by a majority vote of the qualified voters voting at the election. Member of council, place no. six (6) is hereby designated as mayor. Each candidate shall designate the specific place for which he is a candidate for election.

The city shall by ordinance be divided into four (4) geographic districts based on equality of population. No person shall be eligible to be a candidate for a council representative of a geographic district unless the candidate is at that time a bona fide resident of the district during their terms of office. Candidates for at large places may reside in any portion of the city. The city council may appoint a commission to recommend establishment of district boundaries.

(b) The mayor shall preside at meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of military law but shall have no regular administrative duties. He may participate in the discussion of all matters coming before the council and shall be entitled to vote as a member thereof, on legislative or other matters.

(c) Each person elected shall hold office for a period of three (3) years and until his successor is elected and qualified. All elections shall be held in the manner provided in Article 5 of this charter. A person who has served as a member of the city council for three (3) consecutive terms, shall not again be eligible for election to any place on the city council until at least one (1) year has elapsed, except such council member shall be eligible for election as mayor.

(d) The mayor, members of the city council and appointed members of every council-appointed commission, committee or study group who announces for any elective office other than that which he or she is holding at the time of announcing for office, which office is to be held in and for the City of Plano, shall resign his elective or appointive office upon announcing for such elective office. If the candidate fails to resign, the city council shall consider the office vacant as of the date of announcement for office, in the minutes of the next regular council meeting.

Sec. 3.02. Qualifications.

Recommended Changes: Section 3.02 should be changed because the U.S. Supreme Court has ruled that the requirement to be a landowner is unconstitutional.²

Current Language: (recommendation to delete highlighted language)

Each member of the city council shall be a resident citizen of the City of Plano, shall be an owner of taxable property therein, shall be a qualified voter of the State of Texas, shall have been such resident citizen of the City of Plano for a period of not less than twelve (12) months immediately preceding his election, and shall not be indebted to the City of Plano; provided, however, that any person with the above qualifications, except as to residence, who shall have been a resident, for a period of not less than one (1) year immediately preceding his election, of any of the territory not formerly within the corporate limits of said city, but which is annexed under the provisions of section 1.03 of this charter, shall be eligible for said office. If the mayor or any councilman fails to maintain the foregoing qualifications, or shall be absent from three (3)

² *Quinn et al. v. Millsap et al.*, 491 U.S. 95; 109 S. Ct. 2324; 105 L. Ed. 2d 74 (1989); The United States Supreme Court reversed the judgment of the Supreme Court of Missouri which ruled equal protection did not apply to a provision of the Missouri Constitution that created a real-property ownership requirement for appointees to serve on a local governmental board. However, the United States Supreme Court ruled that (i) equal protection did apply and (ii) land-ownership requirements failed equal protection scrutiny. The Court stated that an ability to understand the issues concerning one's community does not depend on ownership of real property and the work of a city board affects all citizens regardless of land ownership. Furthermore, membership on a board is a form of public service, and the equal protection clause protects the rights to be considered for public service without the burden of invidiously discriminatory disqualifications. See also, *Political Civil Voters Organizations and J.R. Roberson v. City of Terrell*, 565 F. Supp. 338 (1983) and *Turner et al v. Fouche et al.*, 396 U.S. 346; 90 S. Ct. 532; 24 L. Ed. 2d 567 (1970).

consecutive regularly scheduled meetings without valid excuse, the city council must at its next regular meeting declare a vacancy to exist and shall fill said vacancy as set forth in section 3.06 of this charter.

Suggested Revised Language:

Each member of the city council shall be a resident citizen of the City of Plano, shall be a qualified voter of the State of Texas, shall have been such resident citizen of the City of Plano for a period of not less than twelve (12) months immediately preceding his election, and shall not be indebted to the City of Plano; provided, however, that any person who shall have been a resident, for a period of not less than one (1) year immediately preceding his election, of any of the territory not formerly within the corporate limits of said city, but which is annexed under the provisions of section 1.03 of this charter, shall be eligible for said office. If the mayor or any councilman fails to maintain the forgoing qualification, or shall be absent from three (3) consecutive regularly scheduled meetings without a valid excuse, the city council must at its next regular meeting declare a vacancy to exist and shall fill said vacancy as set forth in section 3.06 of this charter.

Sec. 3.06. Vacancies.

Recommended Changes: Section 3.06 should be changed because the appointment of new council members in the event of a vacancy is prohibited according to Art. XI Sec. 11 of the Texas Constitution since council members serve a three year term.³

Current Language: (recommendation to delete highlighted language)

When a vacancy occurs in the city council the remaining members of the council shall within ten (10) days appoint a qualified person to serve until the expiration of the vacant term or until the next regular council election, whichever first occurs. If a council election occurs prior to the normal expiration of the vacated term, such election shall elect a council member for the remaining portion of the unexpired term. However, the city council shall not appoint more than one (1) council member in any council term. In case a vacancy has been filled by the city council within any council term prior to a subsequent vacancy, or if more than one (1) vacancy occurs at the same time or before a prior vacancy has been filled, the city council shall call a special election within ten (10) days from the date that the last vacancy occurred, to be held in accordance with the provisions of the Texas Election Code, for the purpose of electing the successor or successors to the office or offices vacated.

Suggested Revised Language:

When a vacancy occurs in the city council, the city council shall call a special election within one hundred and twenty (120) days from the date that the last vacancy occurred, to be held

³ Texas Constitution, Article 11, Section 11, Subsection B states that a municipality so providing a term exceeding two (2) years but not exceeding four (4) years for any of its non-civil service officers must elect all of the members of its governing body by majority vote of the qualified voters in such municipality, and any vacancy or vacancies occurring on such governing body shall not be filled by appointment but must be filled by majority vote of the qualified voters at a special election called for such purpose within one hundred and twenty (120) days after such vacancy or vacancies occur.

in accordance with the provisions of the Texas Election Code, for the purpose of electing the successor or successors to the office or offices vacated.

Article 4

Sec. 4.07. Appointees.

Recommended Change: Remove language concerning property ownership because such requirement is impermissible by law.⁴ Simplify language regarding residency and annexation.

Current Language: (recommendation to delete highlighted language)

All appointees to City of Plano boards and commissions must be residents of the City of Plano for at least twelve (12) months (consecutively) prior to appointment to a board or commission of the City of Plano. Also, they must be owners of taxable property with any and all taxes due for previous years having been paid; provided, however, that any person with the above qualifications, except as to residence, who shall have been a resident, for a period of not less than one (1) year immediately preceding his appointment, of any of the territory not formerly within the corporate limits of said city, but which is annexed under the provisions of section 1.03 of this charter, shall be eligible for said office. No person shall be appointed to more than two (2) permanent boards or commissions of the City of Plano at any one time.

Suggested Revised Language: (recommendation to add highlighted language)

All appointees to City of Plano boards and commissions must be residents of the City of Plano for at least twelve (12) consecutive months prior to appointment to a board or commission of the City of Plano. The twelve (12) month residency requirement is waived for individuals who reside in a territory that has been annexed under section 1.03 of the charter. No person shall be appointed to more than two (2) permanent boards or commissions of the City of Plano at any one time.

Article 5

Sec. 5.01. Elections.

Recommended Change: Delete the word “resolution” in the third sentence to reflect current practice.

Current Language: (recommendation to delete highlighted language)

The general city election shall be held annually as prescribed by the Texas Election Code between the hours of 7:00 a.m. and 7:00 p.m. at which time the officers will be elected to fill those offices which become vacant that year. The city council shall fix the place for holding such election. The city council may, by resolution, order a special election, fix the place for holding same and provide all means for holding such special election. Notice of the general election shall be given in accordance with the requirements set forth in the Texas Election Code.

Suggested Revised Language: (recommendation to add highlighted language)

⁴ See footnote 1

The general city election shall be held annually as prescribed by the Texas Election Code between the hours of 7:00 a.m. and 7:00 p.m. at which time the officers will be elected to fill those offices which become vacant that year. The city council shall fix the place for holding such election. The city council may order a special election, fix the place for holding same and provide all means for holding such special election. Notice of the general election shall be given in accordance with the requirements set forth in the Texas Election Code.

Sec. 5.07. Conducting and canvassing elections.

Recommended Change: Remove reference to “open returns” in the third sentence to reflect current practice.

Current Language: (recommendation to delete highlighted language)

The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the election, determine, record and report the results as provided by the general election laws of Texas. In accordance with the provisions set forth in the Texas Election Code, the city council, after an election, shall meet, **open returns**, canvass and officially declare the results of the election as to candidates and questions and issue certificates of election to candidates elected as provided in the City Charter.

Suggested Revised Language:

The election judges and other necessary election officials for conducting all such elections shall be appointed by the city council. The election judges shall conduct the election, determine, record and report the results as provided by the general election laws of Texas. In accordance with the provisions set forth in the Texas Election Code, the city council, after an election, shall meet, canvass and officially declare the results of the election as to candidates and questions and issue certificates of election to candidates elected as provided by City Charter.

Article 6

Sec. 6.03. Form of recall petition.

Recommended Change: Update year numbering.

Current Language: (recommendation to delete highlighted language)

The recall petition mentioned above must be addressed to the city council of the City of Plano, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and, if there be more than one ground, such as for incompetency, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed, notice of the matters and things with which he is charged. The signature shall be verified by oath in the following form:

STATE OF TEXAS, COUNTY OF COLLIN [sic]:

I,, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made,

and I solemnly swear that the same is the genuine signature of the person whose name it purports to be.

Sworn and subscribed to before me this _____ day of _____ / _____ / _____, 19_____.

Notary Public in and for Collin [sic] County, Texas

Suggested Revised Language: (recommendation to add highlighted language)

The recall petition mentioned above must be addressed to the city council of the City of Plano, must distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and, if there be more than one ground, such as for incompetency, misconduct or malfeasance in office, shall specifically state each ground with such certainty as to give the officer sought to be removed, notice of the matters and things with which he is charged. The signature shall be verified by oath in the following form:

STATE OF TEXAS, COUNTY OF COLLIN [sic]:

I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition; and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person whose name it purports to be.

Sworn to and subscribed to before me this _____ day of _____, 20_____.

Notary Public in and for Collin [sic] County, Texas.

Sec. 6.07. Election to be called

Recommended Change: The time frame for ordering an election as stated under this section is incorrect. (See Section 203.004, *Election Code*) Language should be revised to reference the Election Code.

Current Language: (recommendation to delete highlighted language)

If the officer whose removal is sought does not resign, then it shall become the duty of the city council to order an election and fix a date for holding such recall election, the date of which election shall not be less than twenty-five (25) nor more than thirty-five (35) days from the date such petition was presented to the city council, or from the date of public hearing if one was held.

Suggested Revised Language: (recommendation to add highlighted language)

If the officer whose removal is sought does not resign, then the city council shall order an election and set the date for holding such recall election. The date selected for the recall election shall be in accordance with the Texas Election Code. If, after the recall election date is established, the officer vacates his or her position, the recall election shall be cancelled and the vacancy shall be filled in accordance with state law.

Article 7

Sec. 7.02 Initiative.

Recommended Change: Delete deadline for ordering the special election as it is inconsistent with Section 3.005, *Election Code*.⁵

Current Language: (recommendation to delete highlighted language)

Qualified voters of the City of Plano may initiate legislation by submitting a petition addressed to the city council which requests the submission of a proposed ordinance or resolution to a vote of the qualified voters of the city. Said petition must be signed by qualified voters of the city equal in number to twenty (20) per cent of the number of votes cast at the last regular municipal election of the city, or one hundred fifty (150), whichever is greater, and each copy of the petition shall have attached to it a copy of the proposed legislation. The petition shall be signed in the same manner as recall petitions are signed, as provided in section 6.02 of this charter, and shall be verified by oath in the manner and form provided for recall petitions in section 6.03 of this charter. The petition may consist of one (1) or more copies as permitted for recall petitions in section 6.04 of this charter. Such petition shall be filed with the person performing the duties of city secretary. Within five (5) days after the filing of such petition, the person performing the duties of city secretary shall present said petition and proposed ordinance or resolution to the city council. Upon presentation to it of the petition and draft of the proposed ordinance or resolution, it shall become the duty of the city council, within ten (10) days after the receipt thereof[,] to pass and adopt such ordinance or resolution without alteration as to meaning or effect in the opinion of the persons filing the petition, or to call a special election, to be held within thirty (30) days thereafter at which the qualified voters of the City of Plano shall vote on the question of adopting or rejecting the proposed legislation. However, if any other municipal election is to be held within sixty (60) days after the filing of the petition, the question may be voted on at such election.

Suggested Revised Language: (recommendation to add highlighted language)

Qualified voters of the City of Plano may initiate legislation by submitting a petition addressed to the city council which requests the submission of a proposed ordinance or resolution to a vote of the qualified voters of the city. Said petition must be signed by qualified voters of the city equal in number to twenty (20) per cent of the number of votes cast at the last regular municipal election of the city, or one hundred fifty (150), whichever is greater, and each copy of the petition shall have attached to it a copy of the proposed legislation. The petition shall be signed in the same manner as recall petitions are signed, as provided in section 6.02 of this charter, and shall be verified by oath in the manner and form provided for recall petitions in section 6.03 of this charter. The petition may consist of one (1) or more copies as permitted for recall petitions in section 6.04 of this charter. Such petition shall be filed with the person performing the duties of city secretary. Within five (5) days after the filing of such petition, the person performing the duties of city secretary shall present said petition and proposed ordinance or resolution to the city council. Upon presentation to it of the petition and draft of the proposed

⁵ Texas Election Code, Section 3.005 requires an election to be ordered not later than the 62nd day before the Election Day. This time limit is applicable to all elections. *Bagwell v. Zbranek*, 862 S.W.2d 814 (Tex. App. 1993).

ordinance or resolution, it shall become the duty of the city council, within ten (10) days after receipt thereof to pass and adopt such ordinance or resolution without alteration as to meaning or effect in the opinion of the persons filing the petition, or to call a special election in accordance with the Texas Election Code, as the same may be amended from time to time.

Article 8

Sec. 8.01 Platting of Property.

Recommended Change: Delete section entirely because the platting provisions are addressed in the City of Plano Subdivision Ordinance, Section 1.5.

Current Language: (recommendation to delete highlighted language)

(a) Hereafter, every owner of any tract of land situated within the corporate limits of the City of Plano who may divide the same in two (2) or more parts for the purpose of laying out any subdivision or any addition of the city, shall comply with the provisions of Article 974a of the Revised Civil Statutes of the State of Texas of 1925, as now or hereafter amended, and said Article 974a as now or hereafter amended is hereby adopted and incorporated herein for all purposes.

(b) The provisions of section 8.01(a) above shall apply similarly to the owner of any tract of land situated within a maximum distance of five (5) miles beyond the corporate limits of the City of Plano.

Suggested Revised Language: None

Section 8.03 Planning and Zoning Commission.

Recommended Change: Delete section entirely as it is redundant with powers of City Council addressed in Section 3.07 of the City Charter and Section 16-41 of the City Code of Ordinances.

Current Language: (recommendation to delete highlighted language)

The city council shall have the authority to appoint a city planning and zoning commission in accordance with the general laws of the State of Texas as provided for in the statutes of the State of Texas as now exist or hereafter amended.

Suggested Revised Language: None

Article 9 **Section 9.06 Notice of Public Hearing on Budget.**

Recommended Change: Change the publication date for notice of public hearing on the budget from 5 days to “in accordance with state law” which is not earlier than the 30th and not later than the 10th day before the hearing pursuant to Section 102.0065 of the Texas Local Government Code. The general language will allow flexibility in the event state law changes in this area.

Current Language: (recommendation to delete highlighted language)

The city council shall fix the time and place of a public hearing on the budget and shall cause to be published in the official newspaper of the City of Plano, a notice of the hearing setting forth the time and place thereof **at least five (5) days before the date of such hearing.**

Suggested Revised Language: (recommendation to add highlighted language)

The city council shall fix the time and place of a public hearing on the budget and shall cause to be published in the official newspaper of the City of Plano, a notice of the hearing setting forth the time and place thereof **in accordance with state law.**

Section 9.14 Estimated expenditures shall not exceed estimated resources.

Recommended Change: Change the reference to National Committee on Governmental Accounting to the more generic term of “a nationally accepted uniform classification”. The National Committee on Governmental Accounting is no longer used. The City uses the Governmental Accounting Standards Board but the more generic language will alleviate need for future change.

Current Language: (recommendation to delete highlighted language)

The total estimated expenditures of the general fund and debt service fund shall not exceed the total estimated resources of each fund (prospective income plus cash on hand). The classification of revenue and expenditure accounts shall conform as nearly as local conditions will permit to the uniform classification as promulgated by the **National Committee on Governmental Accounting** or some other nationally accepted classification.

Suggested Revised Language:

The total estimated expenditures of the general fund and debt service fund shall not exceed the total estimated resources of each fund (prospective income plus cash on hand). The classification of revenue and expenditure accounts shall conform as nearly as local conditions will permit to a nationally accepted uniform classification.

Article 10

Section 10.02 Franchise, power of city council.

Recommended Change: Change the language to reflect that City Council only has the power to regulate municipal franchises and not every franchise of every character since some utilities are currently regulated by the state. Also add that the City Council can regulate private as well as public franchises in this section and eliminate Section 10-A.02 as it is redundant in every aspect other than distinguishing between private and public franchise regulation.

Current Language: (recommendation to delete highlighted language)

The city council shall have power by ordinance to grant, amend, renew and extend, all franchises **of all public utilities of every character** operating within the City of Plano. All ordinances granting, amending, renewing, or extending franchises **for public utilities** shall be read at two (2) separate regular meetings of the city council, and shall not be finally passed until thirty (30) days after the first reading; and no such ordinance shall take effect until thirty (30) days after its final passage; and pending such time, the caption of such ordinance shall be published once

each week for four (4) consecutive weeks in the official newspaper of the City of Plano, and the expense of such publication shall be borne by the proponent of the franchise. No public utility franchise shall be granted for a term of more than twenty-five (25) years nor be transferable except with the approval of the city council expressed by ordinance.

Suggested Revised Language: (recommendation to add highlighted language)

Except for franchises issued under state or federal law, the city council shall have power by ordinance to grant, amend, renew and extend, all franchises, both public and private, operating within the City of Plano. All ordinances granting, amending, renewing, or extending franchises shall be read at two (2) separate regular meetings of the city council, and shall not be finally passed until thirty (30) days after the first reading; and no such ordinance shall take effect until thirty (30) days after its final passage; and pending such time, the caption of such ordinance shall be published once each week for four (4) consecutive weeks in the official newspaper of the City of Plano, and the expense of such publication shall be borne by the proponent of the franchise. No public or private franchise shall be granted for a term of more than twenty-five (25) years nor be transferable except with the approval of the city council expressed by ordinance.

Section 10.04 Right of Regulation.

Recommended change: Need to clarify that this provision is limited to municipal franchises whether public or private to the language.

Current Language: (recommendation to delete highlighted language)

All grants, removals, extensions, or amendment of public utility franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the city council of the City of Plano:

(a) After due notice and hearing, to repeal the same ordinance at any time upon the failure of the grantee to comply with any provision of the ordinance, the franchise, the charter of the City of Plano, any applicable statute of the State of Texas or the rule of any applicable governmental body.

Suggested Revised Language: (recommendation to add highlighted language)

All grants, removals, extensions, or amendment of public or private franchises, whether it be so provided in the ordinance or not, shall be subject to the right of the city council of the City of Plano:

(a) After due notice and hearing, to repeal the same ordinance at any time upon the failure of the grantee to comply with any provision of the ordinance, the franchise, the charter of the City of Plano, any applicable statute of the State of Texas or the rule of any applicable governmental body.

Section 10.11 Regulations of rates and services.

Recommended Change: Clarify that this provision applies to public and private municipal franchises and not every franchise in that some franchises are issued and regulated by the state.

Current Language: (recommendation to delete highlighted language)

The city council shall have the power, after due notice and hearing, to regulate by ordinance the rates and services of every public utility operating in the City of Plano; and shall have power to employ at the expense of the grantee, expert assistance and advice in determining a reasonable rate and equitable profit to the grantee.

Suggested Revised Language: (recommendation to add highlighted language)

The city council shall have the power, after due notice and hearing, to regulate by ordinance the rates and services of public and private franchises operating in the City of Plano; and shall have power to employ at the expense of the grantee, expert assistance and advice in determining a reasonable rate and equitable profit to the grantee.

Section 10-A.02 Franchise ordinance-procedure

Recommended Change: Delete for redundancy in conjunction with other Section 10 revisions.

Current Language: (recommendation to delete highlighted language)

The city council shall have power by ordinance to grant, amend, renew and extend all private franchises of every character operating within the City of Plano. All ordinances granting, amending, renewing or extending franchises for private franchises shall be read at two (2) separate regular meetings of city council and shall not be finally passed until thirty (30) days after the first reading; and no such ordinance shall take affect [effect] until thirty (30) days after its final passage; and pending such time, the caption of such ordinance shall be published once each week for four (4) consecutive weeks in the official newspaper of the City of Plano and the expense of such publication shall be borne by the proponent of the franchise. No franchise shall be granted for a term of more than twenty-five (25) years nor be transferable except with approval of the city council expressed by ordinance.

Suggested Revised Change: None. (See other Section 10 changes)

Article 11

Sec. 11.01 Publicity of records.

Recommended Change: Section 11.01 should be changed to reflect the correct name of the Texas Public Information Act, which was previously known as the Texas Open Records Act.

Current Language: (recommendation to delete highlighted language)

All records of the city shall be open for inspection by any citizen or by any representative of the press at all reasonable times, subject only to the provisions and limitations of the Texas Open Records Act as now exists or hereafter amended.

Suggested Revised Language: (recommendation to add highlighted language)

All records of the city shall be open for inspection by any citizen or by any representative of the press at all reasonable times, subject only to the provisions and limitations of the Texas Public Information Act as now exists or hereafter amended.

Sec. 11.04. Provisions relating to assignment, execution and garnishment.

Recommended Change: Section 11.04 should be changed to delete the second to last sentence because the City is required to acknowledge and honor certain types of garnishment orders such as child support withholding.

Current Language: (recommendation to delete highlighted language)

The property, real and personal, belonging to the city shall not be liable to be sold or appropriated under any writ or execution or cost bill. The funds belonging to the city, in the hands of any person, firm or corporation shall not be liable to garnishment, attachment, or sequestration; nor shall the city be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. **Neither the city nor any of its officers or agents shall be required to answer any such writ or garnishment on any account whatever.** The city shall not be obligated to recognize any assignment of wager [wages] or funds by its employees, agents, or contractors.

Suggested Revised Language:

The property, real and personal, belonging to the city shall not be liable to be sold or appropriated under any writ or execution or cost bill. The funds belonging to the city, in the hands of any person, firm or corporation shall not be liable to garnishment, attachment, or sequestration; nor shall the city be liable to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. The city shall not be obligated to recognize any assignment of wages or funds by its employees, agents, or contractors.

Sec. 11.11 Amending the charter.

Recommended Change: Section 11.11 should be changed for general clean-up purposes by eliminating the publication year of the Texas Civil Statute.

Current Language: (recommendation to delete highlighted language)

Amendments to this charter may be formulated and submitted to the voters of the city in the manner provided by Chapter 13 Title 28 of the Revised Civil Statutes of Texas, 1925, as now or hereafter amended.

Suggested Revised Language:

Amendments to this charter may be formulated and submitted to the voters of the city in the manner provided by Chapter 13 Title 28 of the Revised Civil Statutes of Texas as now or hereafter amended.

cc: Bruce Glasscock, City Manager
Di Zucco, City Secretary
Judge Stevenson

MEMORANDUM

TO: HONORABLE MAYOR AND MEMBERS OF CITY COUNCIL
FROM: DIANE WETHERBEE *DW*
SUBJECT: CHARTER AMENDMENT
DATE: AUGUST 4, 2011

Below please find an additional Charter amendment for your consideration. In an opinion issued this week, the Texas Attorney General provides that a county judge does not have the statutory or constitutional authority to order a special municipal recall election and a charter provision that imposes such duty on the county judge is not enforceable.¹ By law, the duty to call a recall election rests solely with the City Council. Courts have also taken this stance holding that a city cannot impose such duty and obligation on a county judge.² If a city council fails to order a recall election, a court can mandate the City Council to take such action.

Currently, Section 6.11 of the City Charter states that if the City Council fails or refuses to order a recall election, then the county judge shall discharge such duties. I recommend that this section be deleted. This is a non-substantive amendment as the change is required to comply with state law.

Article 6

Sec. 6.11. Failure of city council to call an election.

Recommended Change: Delete Section 6.11 as a county judge is not authorized by state law to order a special municipal recall election.

Current Language: In case all of the requirements of this charter shall have been met and the city council shall fail or refuse to receive the recall petition or order such recall election, or discharge any other duties imposed upon said city council by the provisions of this charter with reference to such recall, then the county judge of Collin [sic] County, Texas, shall discharge any of such duties herein provided to be discharged by the performing the duties of the city secretary or by the city council.

Suggested Revised Language: None.

¹ Attorney General Opinion *GA-0870 (2011)* holding that Texas law does not authorize a county judge to order a special municipal recall election;

² *Duffy v. Branch*, 828 S.W.2d 211 (Tex. App. – Dallas 1992); *Blanchard v. Fulbright*, 633 S.W.2d 617 (Tex. App. – Houston [14th District] 1982).