



CITY COUNCIL

1520 K Avenue, Plano, Texas 75074
Senator Florence Shapiro Council Chambers

DATE: August 27, 2018

TIME: 7:00 PM

CALL TO ORDER

INVOCATION: Rev. Kim Meyers, Associate Pastor of Family Ministries - St. Andrew United Methodist Church

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE:

OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.

The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

PROCLAMATION: Hunger Action Month is observed in September to raise awareness of those who live with hunger every day. **Presented**

OATHS OF OFFICE

Plano Housing Authority
Chastity Vaughn
Administered

COMMENTS OF PUBLIC INTEREST

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.

CONSENT AGENDA

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.

Approval of Minutes

- (a) August 13, 2018
August 18, 2018
Approved

Approval of Expenditures

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

- (b) RFB No. 2018-0385-B for eight (8) pickup trucks for Fleet Services to be utilized by various departments to Caldwell Automotive in the amount of \$132,423 and Sam Pack's Five Star Ford in the amount of \$53,349 for a total amount of \$185,772; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2018-0382-B for four (4) Dump Body Trucks for Fleet Services to be utilized by various departments to Randall Reed's Prestige Ford in the amount of \$206,403; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFB No. 2018-0418-B for Chisholm Trail Erosion Control - San Simeon, Project No. 6886, to Stoic Civil Construction, Inc. in the amount of \$702,000; and authorizing the City Manager to execute all necessary documents. **Approved**
- (e) RFB No. 2018-0394-B for Park Pond Restoration Projects - 2017, Project No. 6862, to IWCTexas, LLC in the amount of \$835,000; and authorizing the City Manager to execute all necessary documents. **Approved**
- (f) RFB No. 2018-0303-B for the Dog Park at Bob Woodruff Park, Project No. 6573, to Ratliff Hardscape, Ltd. in the amount of \$1,844,688; and authorizing the City Manager to execute all necessary documents. **Approved**
- (g) RFB No. 2018-0369-B for the Roof Replacement on the Deerfield Archway Monuments to RTC Waterproofing & Glass, Inc. in the amount of \$124,898; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (h) To approve the purchase of a Telestaff upgrade and conversion for a one (1) year contract with five (5) one-year City optional renewals for Plano Fire-Rescue and Public Safety Communications in the estimated amount of \$86,381 for the initial year, and subsequent renewal years in the estimated annual amount of \$50,268, from Kronos Incorporated through an existing contract; and authorizing the City Manager to execute all necessary documents. (US Communities Contract No. 14-JLR-003) **Approved**

- (i) To approve the purchase of one (1) Haul Truck for Fleet Services to be utilized by Utility District 2 in the amount of \$76,429 from Southwest International Trucks through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 521-16) **Approved**
- (j) To approve the purchase of one (1) Vacuum Litter Collector with Robotic Arm for Fleet Services to be utilized by Special Waste in the amount of \$78,496 from Utility Truck Equipment Company through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. SW04-18) **Approved**
- (k) To approve the purchase of two (2) Full Cab Ag Tractors with Triple Flail Mowers for Fleet Services to be utilized by Grounds Maintenance Services in the amount of \$232,188 from United Ag and Turf through existing contracts; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. GR01-18 and BuyBoard Contract No. 529-17) **Approved**

Approval of Expenditure

- (l) To approve an expenditure for engineering design related services and project coordination associated with the relocation of the overhead utilities along a portion of 14th Street and Municipal Avenue in the amount of \$127,020 from Energy & Engineering Solutions Consulting Engineers; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (m) To approve a Development Agreement between the City of Plano, Texas and 2016 Old Town Plano East, LTD and WJMP Enterprises, LTD for the @15th Apartment Project in Downtown Plano; and authorizing the City Manager to execute all necessary documents. **Approved**
- (n) To approve a License Agreement between the City of Plano, Texas, and Dallas Area Rapid Transit for the Plano Transit Village Veloweb project; and authorizing the City Manager to execute all necessary documents. **Approved**
- (o) To approve a Landscape Maintenance Agreement between the City of Plano and the Texas Department of Transportation (TxDOT) to establish that the City will maintain the landscape and hardscape installed by TxDOT on the portions of Preston Road through the Green Ribbon Program; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Policy/Plan

- (p) To approve City of Plano Section 115 Post-Employment Benefits Trust as Amended and Restated to be effective September 1, 2018 and City of Plano Welfare Benefit Plan to be effective January 1, 2019. **Approved**

Adoption of Resolutions

- (q) **Resolution No. 2018-8-9(R):** To authorize the filing of application for federal funds in an amount not to exceed \$112,498.76 under the Fiscal Year 2018 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. **Adopted**
- (r) **Resolution No. 2018-8-10(R):** To declare official intent to reimburse certain expenditures made prior to the issuance of tax-exempt obligations, and providing an effective date. **Adopted**
- (s) **Resolution No. 2018-8-11(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Adopted**
- (t) **Resolution No. 2018-8-12(R):** To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Adopted**
- (u) **Resolution No. 2018-8-13(R):** To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date. **Adopted**
- (v) **Resolution No. 2018-8-14(R):** To approve the Investment Portfolio Summary for the quarter ending June 30, 2018 and providing an effective date. **Adopted**

Adoption of Ordinances

- (w) **Ordinance No. 2018-8-15:** To amend Article I, Chapter 14, Sec. 14-3 Weeds, Rubbish or Unsanitary Matter; providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. **Adopted**

ITEMS FOR INDIVIDUAL CONSIDERATION:

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.

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.

- (1) Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 4.49 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax rate calculated under Chapter 26, Tax Code). **Conducted**

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Proclamations

Department Head:

Agenda Coordinator:

CAPTION

PROCLAMATION: Hunger Action Month is observed in September to raise awareness of those who live with hunger every day. **Presented**

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Accounting

Department Head:

Agenda Coordinator:

CAPTION

Plano Housing Authority
Chastity Vaughn
Administered

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: City Secretary

Department Head: Lisa Henderson

Agenda Coordinator:

CAPTION

August 13, 2018

August 18, 2018

Approved

FINANCIAL SUMMARY

FUND(S):

COMMENTS:

SUMMARY OF ITEM

Strategic Plan Goal:

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
August 13 Work Session Minutes	8/21/2018	Minutes
August 13 Regular Session Minutes	8/21/2018	Minutes
August 18 Work Session	8/21/2018	Minutes

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
August 13, 2018**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor – arrived at 5:01 p.m.
Ron Kelley, Mayor Pro Tem
Angela Miner, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince– arrived at 5:07 p.m.
Tom Harrison – arrived at 5:01 p.m.
Rick Smith

STAFF PRESENT

Bruce Glasscock, City Manager
Mark Israelson, Senior Deputy City Manager
Jim Parrish, Deputy City Manager
Jack Carr, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor Pro Tem Kelley called the meeting to order at 5:00 p.m., Monday, August 13, 2018, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor Pro Tem Kelley then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and receive Legal Advice, Section 551.071; to receive information regarding Economic Development, Section 551.087; and to discuss Real Estate, Section 551.072; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosilere reconvened the meeting back into the Preliminary Open Meeting at 6:00 p.m. in the Senator Florence Shapiro Council Chambers.

- **Consideration and action resulting from Executive Session discussion**
- **Personnel – Appointment**
Plano Housing Authority

Upon a motion made by Mayor LaRosiliere and seconded by Council Member Prince, the Council voted 8-0 to appoint Chastity Vaughn as resident member.

- **Comprehensive Monthly Financial Report – June 2018**
- **Smart City Initiatives Presentation**
- **Senior Recreation Center Construction Update**
- **Consent and Regular Agendas**

Consent Agenda Item R was pulled for individual consideration by Council Member Ricciardelli and Consent Agenda Item W was pulled for individual consideration by Council Member Smith.

- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting was adjourned at 6:45 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
REGULAR SESSION
August 13, 2018**

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Angela Miner, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Tom Harrison
Rick Smith

STAFF PRESENT

Bruce Glasscock, City Manager
Mark Israelson, Senior Deputy City Manager
Jim Parrish, Deputy City Manager
Jack Carr, Deputy City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, August 13, 2018 at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Adult Ministry Pastor Todd Baughman with Chase Oaks Church/Legacy Campus led the invocation and Council Member Grady led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Presentation: Plano Police Public Information Officer David Tilley has been named one of Nextdoor's 2018 Neighborhood Champions in Law Enforcement.

Presentation: Plano Police Officer Coy Clements is being recognized for his actions that recently saved a 19 month old who was choking on a toy.

Comments of Public Interest

Bill Moore spoke to the Collin County Bond Election.
Roger Barone spoke to a public information request.
Brian Duchouquette spoke to water quality and the cost of water.

Consent Agenda

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Smith, the Council voted 8-0, to approve all items on the Consent Agenda, with the exception of Item R and Item W, as follows:

Approval of Minutes

July 23, 2018
July 25, 2018
August 2, 2018
(Consent Agenda Item “A”)

Approval of Expenditures

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

RFB No. 2018-0322-B for six (6) one-ton utility body pickup trucks for Fleet Services to be utilized by various City Departments to Randall Reed's Prestige Ford in the amount of \$234,018; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2018-0323-B for respirators and associated equipment for the Police Department to Aramsco, Inc. in the amount of \$50,507; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

RFB No. 2018-0392-B for the Tom Muehlenbeck Recreation Center Flooring Replacement to One Source Commercial Flooring, Inc. in the amount of \$63,357; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

RFB No. 2018-0373-B for Data Center Emergency Ventilation to DMI Corp., Decker Mechanical in the amount of \$136,150; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

RFB No. 2018-0370-B for the Tom Muehlenbeck Recreation Center Shower Renovations to Mox-E Creative, Inc. in the amount of \$336,017; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

RFB No. 2018-0416-B for Plano Park Addition Alley Reconstruction to RBR Infrastructure & Road, LLC in the amount of \$987,305; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “G”)

RFB No. 2018-0409-B for Park Forest North and Russell Creek Water Rehabilitation to KIK Underground, LLC in the amount of \$3,003,772; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “H”)

Purchase from an Existing Contract

To approve the purchase of Adobe Enterprise License, Maintenance and Support for Technology Services for one (1) year plus two (2), one-year City optional renewals, in the estimated annual amount of \$77,732 from Insight Public Sector, Inc. through an existing contract; and authorizing the City Manager to execute all necessary documents. (State of Texas Department of Information Resources Contract No. DIR-TSO-4052) (Consent Agenda Item “I”)

To approve the purchase of four (4) Rosenbauer Commander Pumpers for Fleet Services to be utilized by Fire-Rescue in the amount of \$2,920,844 from DACO Fire Equipment Inc. through an existing HGAC contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. FS12-17) (Consent Agenda Item “J”)

Approval of Contract Modification

To approve an increase to the current awarded contract amount of \$109,990 by \$116,205, for a new total contract amount of \$226,195, for the Senior Center Roof Replacement from Shoemake Holdings, Inc. DBA Premiere Roofing; and authorizing the City Manager to execute all necessary documents. (Contract Modification No. 1; Contract No. 2018-0007-B) (Consent Agenda Item “K”)

To approve an increase to the current awarded contract amount of \$7,264,079 by \$386,080, for a total contract amount of \$7,650,159, for the Senior Center Expansion and Renovation from Thos. S. Byrne, LTD.; and authorizing the City Manager to execute all necessary documents. (Contract Modification No. 1; Project No. 6626) (Consent Agenda Item “L”)

Approval of Change Order

To approve an increase to the current awarded contract amount of \$7,082,894 by \$181,185, for a total contract amount of \$7,264,079, for the Senior Center Expansion and Renovation from Thos. S. Byrne, LTD.; and authorizing the City Manager to execute all necessary documents. (Change Order No. 1; Project No. 6626) (Consent Agenda Item “M”)

Approval of Expenditure

To approve an expenditure in the amount of \$2,800,000 for the purchase of real property located at 777 15th Street from 777 Building Partnership; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “N”)

To approve an expenditure for Omni-Directional Siren Installation and Replacement contract in the estimated amount of \$385,491 from American Communications for Technology Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “O”)

To ratify an expenditure in the amount of \$63,793 for replacement of one (1) John Deere 6110M Open Operator Station Tractor from United Ag and Turf for Fleet Services to be utilized by Sports Turf Maintenance Services; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “P”)

To approve an expenditure for Holmatro Cutter and Spreader tools in the amount of \$134,915 from Metro Fire Apparatus Specialists, Inc. for Fleet Services to be utilized by Fire-Rescue; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “Q”)

To approve an expenditure for Upgrade of Aclara Data Collector Units in the amount of \$313,937 from Aclara Technologies LLC for Customer & Utility Services Division; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “S”)

To approve an expenditure for engineering design related services in the amount of \$109,900 from Spiars Engineering, Inc. for Downtown Parking Lots; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “T”)

Approval of Contract / Agreement

To approve an Interlocal Agreement with the City of Plano, Texas, and the City of Allen, Texas, for a household hazardous waste recycling and reuse program; designating the City Manager or his authorized designee as the representative of the City of Plano for the purpose of giving required assurances and acting in connection with said agreement and providing required information. (Consent Agenda Item “U”)

To approve a Development Agreement between the City of Plano, Texas and TB Plano 1 LLC for the Plano Marine Development Project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “V”)

Approval of Policy/Plan

To approve revised actuarial assumptions and revised investment policy for the Retirement Security Plan to take effect August 13, 2018. (Consent Agenda Item “X”)

Adoption of Resolutions

Resolution No. 2018-8-1(R): To approve the appointment of the Health Authority for the City of Plano in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Allan R. deVilleneuve, M.D. for Professional Services; and providing an effective date. **Adopted** (Consent Agenda Item “Y”)

Adoption of Ordinances

Ordinance No. 2018-8-2: To transfer the sum of \$274,000 from the DART Local Assistance Program Fund Unappropriated fund balance to the DART Local Assistance Program Fund Appropriation for fiscal year 2017-18 for the purpose of providing funding for the J Avenue Parking project, amending the Community Investment Program of the City adopted by Ordinance No. 2017-9-7, to reflect the actions taken herein; declaring this action to be in the public interest; and providing an effective date. (Consent Agenda Item “Z”)

Ordinance No. 2018-8-3: To amend Section 12-73 of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to revise the effective time and the boundaries of the 20 mph school zone on Parker Road from a point 540 feet west of Clark Parkway to a point 300 feet east of Oak Arbor Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “AA”)

Ordinance No. 2018-8-4: To amend Section 12-73(d) of Article IV, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to repeal the 20 mph school zone on Merriman Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “AB”)

Ordinance No. 2018-8-5: To amend Section 12-102 of Article V, Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to prohibit stopping, standing, or parking of motor vehicles on certain sections of National Drive, within the city limits of the City of Plano; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date. (Consent Agenda Item “AC”)

End of Consent Agenda

Items for Individual Consideration

To approve an expenditure for the construction of Windhaven Meadows Park in the amount of \$10,501,806 from CORE Construction Services of Texas, Inc.; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “R”)

Fred Fraley, Steve Lavine, Warren Casteel, and Barry Zajac acknowledged their support but yielded the floor and did not speak.

MOTION: Upon a motion made by Council Member Ricciardelli and seconded by Deputy Mayor Pro Tem Miner, the Council voted 8-0, to approve an expenditure for the construction of Windhaven Meadows Park in the amount of \$10,501,806 from CORE Construction Services of Texas, Inc.; and authorizing the City Manager to execute all necessary documents.

To approve an Interlocal Agreement between City of Plano and Dallas Area Rapid Transit for the Cotton Belt Corridor Regional Rail Project; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “W”)

MOTION: Upon a motion made by Council Member Smith and seconded by Council Member Ricciardelli, the Council voted 3-5, with Council Members Harrison, Ricciardelli, and Smith in support, to table the item to October 8, 2018. Motion failed.

MOTION: Upon a motion made by Mayor LaRosiliere and seconded by Council Member Grady, the Council voted 5-2-1, with Council Members Harrison and Smith in opposition and Council Member Ricciardelli abstaining, to approve an Interlocal Agreement between City of Plano and Dallas Area Rapid Transit for the Cotton Belt Corridor Regional Rail Project; and authorizing the City Manager to execute all necessary documents. Motion carried.

Public Hearing and adoption of Ordinance No. 2018-8-6 as requested in Zoning Case 2018-003 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 2.2 acres of land located on the north side of Plano Parkway, 280 feet east of Ashton Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-39-Single-Family Residence-6; 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: Amberwood Duplexes, LLC (Regular Item “1”)

Patrick Filson, representing the applicant and Manivannan Rajarethinam, applicant spoke in support of the project. Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

MOTION: Upon a motion made by Council Member Prince and seconded by Council Member Smith, the Council voted 8-0, to rezone 2.2 acres of land located on the north side of Plano Parkway, 280 feet east of Ashton Drive in the City of Plano, Collin County, Texas, from Agricultural to Planned Development-39-Single-Family Residence-6 as the planned development is necessary to implement the comprehensive plan; as requested in Zoning Case 2018-003; and further to adopt Ordinance No. 2018-8-6.

The Council took a brief recess at 8:21 p.m. and reconvened at 8:30 p.m.

Public Hearing on the FY 2018-19 Recommended Budget and the FY 2018-19 Proposed Community Investment Program (CIP). (Regular Item “2”)

Mayor LaRosiliere opened the public hearing. John Myers, Debbie Bonenberger, Jennifer Groysmen, and Mark Reid spoke in opposition of the FY 2018-19 Recommended Budget. Richard Howe, Warren Casteel, and Steve Lavine spoke in support of the FY 2018-19 Recommended Budget. In addition to the speakers, 8 individuals registered an opinion of support for the item. Mayor LaRosiliere closed the public hearing.

Discussion and Direction re Proposed Ad Valorem Tax Rate. (Regular Item “3”)

The Council expressed concurrence to set the not to exceed tax rate at .4603 per \$100 of appraised value.

The Council took a brief recess at 10:09 p.m. and reconvened at 10:19 p.m.

Resolution No. 2018-8-7(R): To accept the Certified Appraisal Rolls for Fiscal Year 2018-19 for Collin County and Denton County, and providing an effective date. (Regular Item “4”)

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Prince, the Council voted 8-0, to accept the Certified Appraisal Rolls for Fiscal Year 2018-19 for Collin County and Denton County; and further to adopt Resolution No. 2018-8-7(R).

Discussion of the Proposed FY 2018-19 Community Investment Program. (Regular Item “5”)

With no further discussion, the Regular City Council Meeting adjourned at 10:41 p.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

PLANO CITY COUNCIL
Work Session
August 18, 2018

COUNCIL MEMBERS PRESENT

Harry LaRosiliere, Mayor
Ron Kelley, Mayor Pro Tem
Angela Miner, Deputy Mayor Pro Tem
Anthony Ricciardelli
Rick Grady
Kayci Prince
Tom Harrison – arrived at 8:01 a.m.
Rick Smith

STAFF PRESENT

Bruce Glasscock, City Manager
Mark Israelson, Senior Deputy City Manager
Jim Parrish, Deputy City Manager
Jack Carr, Deputy City Manager
Brandi Youngkin, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 8:00 a.m., Saturday, August 18, 2018, in the Senator Florence Shapiro Council Chambers of the Municipal Center, 1520 K Avenue. A quorum was present.

Mayor LaRosiliere then stated that the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney and discuss Litigation, Section 551.071; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into open session at 8:15 a.m. in the Senator Florence Shapiro Council Chambers.

City Attorney Mims provided a statement regarding the process and court order to cancel the November 6, 2018 Special Election.

Ordinance No. 2018-8-8: To rescind Ordinance No. 2018-4-3, cancelling a Special Election to be held on November 6, 2018 in and throughout the City of Plano, Texas for the purpose of consideration of recall of Council Member Place 7 – Tom Harrison (Supplemental Item II)

MOTION: Upon a motion made by Council Member Grady and seconded by Council Member Smith, the Council voted 8-0, to rescind Ordinance No. 2018-4-3 and cancel the Special Election to be held on November 6, 2018 in and throughout the City of Plano, Texas for the purpose of consideration of recall of Council Member Place 7 – Tom Harrison; and further to adopt Ordinance No. 2018-8-8.

Request for Public Input on Budget & CIP (Item B)

Mayor LaRosiliere opened the public hearing. Gregory Knapp, Jennifer Groysman, Jim Dillavou, Colleen Epstein, and Mike Openshaw spoke in opposition of the proposed budget as presented. In addition to the speakers, 5 individuals registered an opinion of opposition for the item. Mayor LaRosiliere closed the public hearing.

Budget Work Session Overview (Item C)

Council Items and Issues for Discussion (Item D)

Operating Budget (Item E)

- 1. Revenues**
 - a. Ad Valorem Tax Base**
 - b. Tax Rate**
 - a. Effective Tax Rate**
 - b. Rollback Tax Rate**
 - c. Sales Tax**

The Council took a brief recess at 9:45 a.m. and reconvened at 10:00 a.m.

- d. Water & Sewer Rates**
 - a. Proposed Rate Increases**
 - e. Library Fines** - Council expressed concurrence to move forward with the proposed fine structure
 - f. Environmental Health Revenues**
 - g. Senior Center Rec Fees**
- 2. Program Changes**
 - a. Capital Maintenance Fund**
 - b. 2019 Proposed Bond Referendum** – Council expressed concurrence to move forward with a Bond Referendum.

Community Investment Program (Item F)

Proposed Ad Valorem Tax Rate (Item G)

With no further discussion, the Work Session was adjourned at 11:15 a.m.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2018-0385-B for eight (8) pickup trucks for Fleet Services to be utilized by various departments to Caldwell Automotive in the amount of \$132,423 and Sam Pack's Five Star Ford in the amount of \$53,349 for a total amount of \$185,772; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	249,000	0	249,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-185,772	0	-185,772
Balance	0	63,228	0	63,228

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the 2017-18 Adopted Budget to purchase eight (8) pickup trucks for the scheduled replacement of unit P03311 in Cost Center 345/Fleet Share, unit 08301 and 08321 in Cost Center 422/Utility Billing Field Services, unit 07316 in Cost Center 552/Fire, unit 08308 in Cost Center 658/Grounds Maintenance Services District #3, units 08382, 08384, and 09382 in Cost Center 721/Engineering. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/13/2018	Memo
Bid Recap	8/13/2018	Bid Recap

Date: August 7, 2018

To: Bruce D. Glasscock, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Eight (8) Pickup Trucks Purchase Recommendation

It is the recommendation of Fleet Services to purchase six (6) pickup trucks in the amount of \$132,423.00 from Caldwell Automotive, and two (2) pickup trucks in the amount of \$53,349.00 from Sam Pack's Five Star Ford, the lowest responsive, responsible bidders from Solicitation 2018-0385-B.

All units are scheduled replacements from Capital Outlay FY2017-18. One unit is for unit P03311 in cost center 345 Fleet Share, two units are for units 08301 and 08321 in Cost Center 422 Utility Billing Field Services, one unit is for unit 07316 in Cost Center 552 Fire, one unit is for unit 08308 in Cost Center 658 Grounds Maintenance Services District #3, and three units are for units 08382, 08384, and 09382 in Cost Center 721 Engineering. Due to operational demands, it is necessary to purchase at this time.

The purchase of eight (8) pickup trucks is necessary for the following reasons:

1. These units will be used to transport personnel and equipment necessary to perform the functions of their respective departments.
2. The old vehicles are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above vehicles.
3. Not purchasing these vehicles could lead to an increase in response times due to a lack of available mission capable vehicles. It will also lead to increased maintenance and repair costs due to the increased usage of the current fleet vehicles.

**CITY OF PLANO
BID NO. 2018-0385-B
EIGHT (8) PICKUP TRUCKS
BID RECAP**

Bid Opening Date/Time: July 9, 2018 @ 3:00 p.m.

Number of Vendors Notified: 1,444

Number of Vendors Submitting "No Bids": 0

Number of Bids Deemed Nonresponsive: 0

Number of Vendors Submitting Responsive Bids: 6

Caldwell Automotive

Half-ton Extended Cab Pickup – 3 @ \$21,932.00	Line Item 1	\$ 65,796.00
Half-ton Extended Cab Pickup – 2 @ \$21,932.00	Line Item 2	\$ 43,864.00
Half-ton Crew Cab Pickup – 1 @ \$27,870.00	Line Item 3	\$ 27,870.00
Half-ton Regular Cab Pickup – 1 @ \$22,763.00	Line Item 4	\$ 22,763.00
¾-ton Extended Cab Pickup – 1 @ \$26,975.00	Line Item 5	\$ 26,975.00

Randall Reed's Prestige Ford

Half-ton Extended Cab Pickup – 3 @ \$23,975.00 – 1 st Offer	Line Item 1	\$ 71,925.00
Half-ton Extended Cab Pickup – 3 @ \$25,725.00 – Alt. Bid	Line Item 1	\$ 77,175.00
Half-ton Extended Cab Pickup – 2 @ \$23,975.00	Line Item 2	\$ 47,950.00
Half-ton Crew Cab Pickup – 1 @ \$27,200.00	Line Item 3	\$ 27,200.00
Half-ton Regular Cab Pickup – 1 @ \$24,800.00	Line Item 4	\$ 24,800.00
¾-ton Extended Cab Pickup – 1 @ \$26,960.00	Line Item 5	\$ 26,960.00

Reliable Chevrolet

Half-ton Extended Cab Pickup – 3 @ \$23,995.00	Line Item 1	\$ 71,985.00
Half-ton Extended Cab Pickup – 2 @ \$23,995.00	Line Item 2	\$ 47,990.00
Half-ton Crew Cab Pickup – 1 @ \$28,448.00	Line Item 3	\$ 28,448.00
Half-ton Regular Cab Pickup – 1 @ \$26,894.00	Line Item 4	\$ 26,894.00
¾-ton Extended Cab Pickup – 1 @ \$26,894.00	Line Item 5	\$ 26,894.00

Sam Pack's Five Star Ford

Half-ton Extended Cab Pickup – 3 @ \$25,261.00	Line Item 1	\$ 75,783.00
Half-ton Extended Cab Pickup – 2 @ \$25,753.00	Line Item 2	\$ 51,506.00
Half-ton Crew Cab Pickup – 1 @ \$26,697.00	Line Item 3	\$ 26,697.00
Half-ton Regular Cab Pickup – 1 @ \$25,240.00	Line Item 4	\$ 25,240.00
¾-ton Extended Cab Pickup – 1 @ \$26,652.00	Line Item 5	\$ 26,652.00

Four Stars Ford

Half-ton Extended Cab Pickup – 3 @ \$25,679.00	Line Item 1	\$ 77,037.00
Half-ton Extended Cab Pickup – 2 @ \$26,189.00	Line Item 2	\$ 52,378.00
Half-ton Crew Cab Pickup – 1 @ \$28,029.00	Line Item 3	\$ 28,029.00
Half-ton Regular Cab Pickup – 1 @ \$25,669.00	Line Item 4	\$ 25,669.00
¾-ton Extended Cab Pickup – 1 @ \$26,998.00	Line Item 5	\$ 26,998.00

Kedyrolo LLC

Half-ton Extended Cab Pickup – 3 @ \$85,253.00	Line Item 1	\$255,759.00
Half-ton Extended Cab Pickup – 2 @ \$85,253.00	Line Item 2	\$170,506.00
Half-ton Crew Cab Pickup – 1 @ \$85,253.00	Line Item 3	\$ 85,253.00
Half-ton Regular Cab Pickup – 1 @ \$85,253.00	Line Item 4	\$ 85,253.00
¾-ton Extended Cab Pickup – 1 @ \$85,250.00	Line Item 5	\$ 85,250.00

Recommended Vendors:

Caldwell Automotive
Line Items 1, 2, and 4 for a Total of Six (6) Pickup Trucks \$132,423.00

Sam Pack's Five Star Ford
Line Items 3 and 5 for a Total of Two (2) Pickup Trucks \$ 53,349.00

Total Award for Eight (8) Pickup Trucks \$185,772.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 13, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

RFB No. 2018-0382-B for four (4) Dump Body Trucks for Fleet Services to be utilized by various departments to Randall Reed's Prestige Ford in the amount of \$206,403; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	206,403	0	206,403
Encumbered/Expended Amount	0	0	0	0
This Item	0	-206,403	0	-206,403
Balance	0	0	0	0

FUND(S): Equipment Replacement Fund and General Fund

COMMENTS: Funds are available in the 2017-18 Adopted Budget to purchase four (4) Dump Body Trucks for the scheduled replacement of unit 01362 in Cost Center 643 / Park Support Services and unit 00362 in Cost Center 648 / Grounds Maintenance Services District #2. One (1) unit is a new addition in Cost Center 742 / Streets and one (1) unit is for the unscheduled emergency replacement of unit 80186 in Cost Center 742 / Streets.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/10/2018	Memo
Bid Recap	8/10/2018	Bid Recap

Date: August 7, 2018

To: Bruce D. Glasscock, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Purchase Recommendation for Four (4) Dump Body Trucks

It is the recommendation of Fleet Services to purchase four (4) Dump Body Trucks in the amount of \$206,403.00 from Randall Reed's Prestige Ford, the lowest, responsive, responsible bidder from Solicitation 2018-0382-B.

Two (2) units are for scheduled replacements of units 01362 in cost center 643 Park Support Services and 00362 in cost center 648 Grounds Maintenance Services District #2. One (1) unit is a new addition per Supplement 7420001 in cost center 742 Streets. One (1) unit is an unforeseen, unscheduled, emergency replacement for unit 80186 in cost center 742 Streets. Estimated repair costs exceeded equipment value. Due to operational demands, it is necessary to purchase these vehicles at this time.

The purchase of Dump Body Trucks is also necessary for the following reasons:

1. These vehicles are used to transport personnel and equipment and are essential to departmental operations.
2. This equipment is replacing units that have surpassed their useful life. Equipment is analyzed based on age, usage, maintenance cost, and re-sale value in determining the need for replacement. Based on these criteria, Fleet Services recommends the replacement of the above vehicles.
3. If these units are not replaced we will incur additional maintenance cost and the salvage value will be greatly depreciated. In addition, these departments will be limited in their ability to perform their duties due to additional down time of the older vehicles.

**CITY OF PLANO
BID NO. 2018-0382-B
DUMP BODY TRUCKS
BID RECAP**

Bid Opening Date/Time: July 16, 2018 @ 3:00 p.m.

Number of Vendors Notified: 1,961

Vendors Submitting "No Bids": 2

Bids Deemed Nonresponsive: 0

Number of Complete Bids Submitted: 4

Randall Reed's Prestige Ford

1.5-ton Chassis Regular Cab with Dump Bed	\$ 50,535.00
One-ton Regular Cab Platform Body with Dump Hoist, Liftgate, and Center Box	\$ 46,150.00
1.5-ton Chassis Extended Length Cab with Dump Bed, Liftgate, and Center Box	\$ 59,183.00
1.5-ton Chassis Regular Cab with Dump Bed	<u>\$ 50,535.00</u>
Total Offer	\$206,403.00

Sam Pack's Five Star Ford

1.5-ton Chassis Regular Cab with Dump Bed	\$ 51,729.00
One-ton Regular Cab Platform Body with Dump Hoist, Liftgate, and Center Box	\$ 44,672.00
1.5-ton Chassis Extended Length Cab with Dump Bed, Liftgate, and Center Box	\$ 58,989.00
1.5-ton Chassis Regular Cab with Dump Bed	<u>\$ 52,079.00</u>
Total Offer	\$207,469.00

Four Stars Ford

1.5-ton Chassis Regular Cab with Dump Bed	\$ 52,089.00
One-ton Regular Cab Platform Body with Dump Hoist, Liftgate, and Center Box	\$ 46,179.00
1.5-ton Chassis Extended Length Cab with Dump Bed, Liftgate, and Center Box	\$ 61,799.00
1.5-ton Chassis Regular Cab with Dump Bed	<u>\$ 52,079.00</u>
Total Offer	\$212,146.00

Kedyrolo LLC

1.5-ton Chassis Regular Cab with Dump Bed	\$ 98,000.00
One-ton Regular Cab Platform Body with Dump Hoist, Liftgate, and Center Box	\$ 70,000.00
1.5-ton Chassis Extended Length Cab with Dump Bed, Liftgate, and Center Box	\$ 30,618.00
1.5-ton Chassis Regular Cab with Dump Bed	<u>\$ 77,000.00</u>
Total Offer	\$275,618.00

Recommended Vendor:

Randall Reed's Prestige Ford

\$206,403.00

Lincoln Thompson

Lincoln Thompson
Senior Buyer

July 23, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

RFB No. 2018-0418-B for Chisholm Trail Erosion Control - San Simeon, Project No. 6886, to Stoic Civil Construction, Inc. in the amount of \$702,000; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	353,628	3,150,761	1,945,000	5,449,389
Encumbered/Expended Amount	-353,628	-1,469,542	0	-1,823,170
This Item	0	0	-702,000	-702,000
Balance	0	1,681,219	1,243,000	2,924,219

FUND(S): Municipal Drainage CIP

COMMENTS:

Funding for this item is available in the 2017-18 Municipal Drainage CIP and is planned for future years. Construction of the Chisholm Trail Erosion Control - San Simeon project, in the amount of \$702,000, will leave a project balance of \$2,924,219 available for future expenditures related to erosion control in Plano parks.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

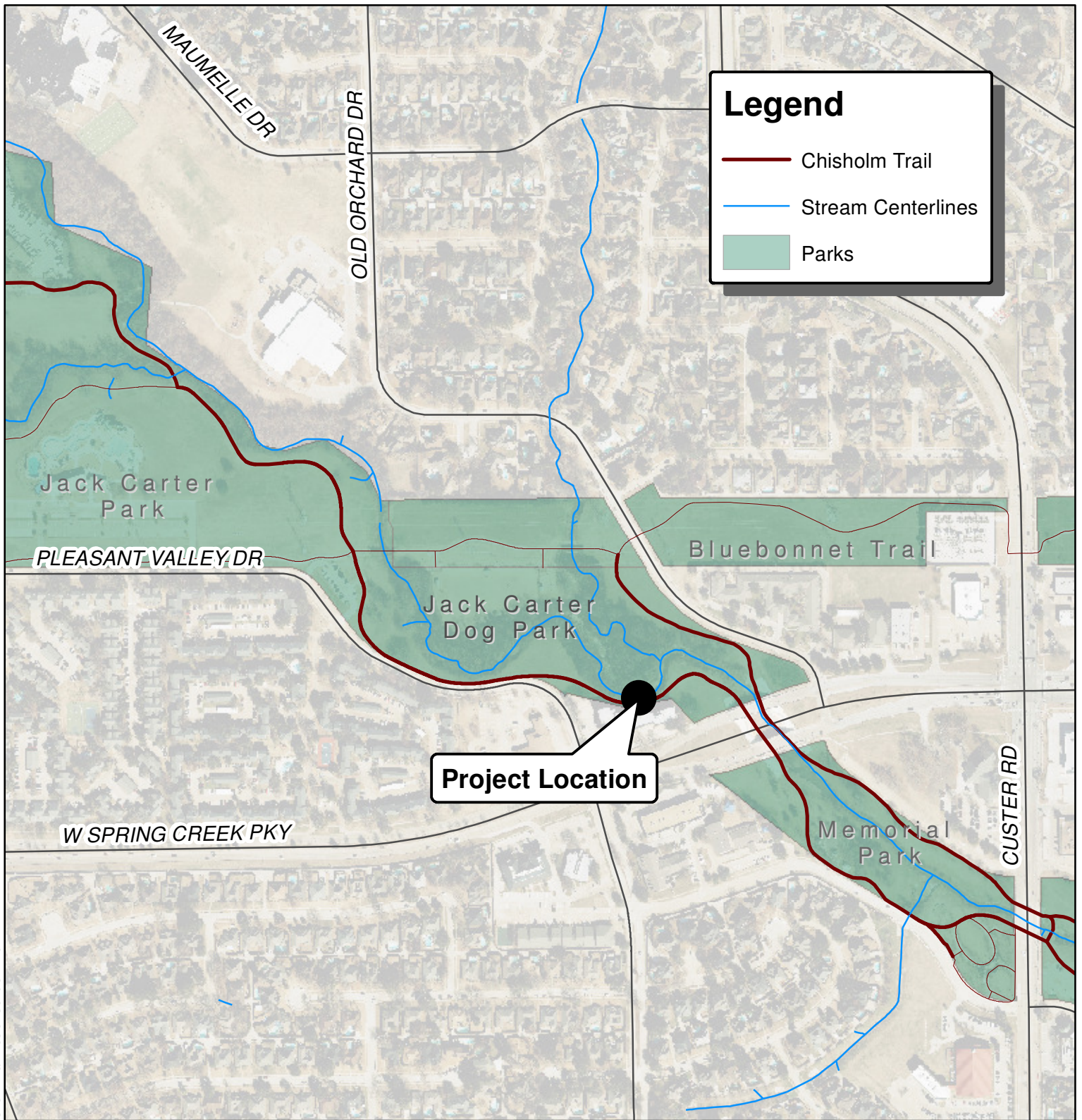
Financially Strong City with Service Excellence, Safe Large City, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Natural Environment

ATTACHMENTS:

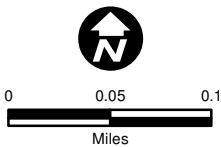
Description	Upload Date	Type
Location Map	8/8/2018	Map
Recommendation Memorandum	8/8/2018	Memo
Bid Recap	8/8/2018	Bid Recap



Legend

- Chisholm Trail
- Stream Centerlines
- Parks

Project Location

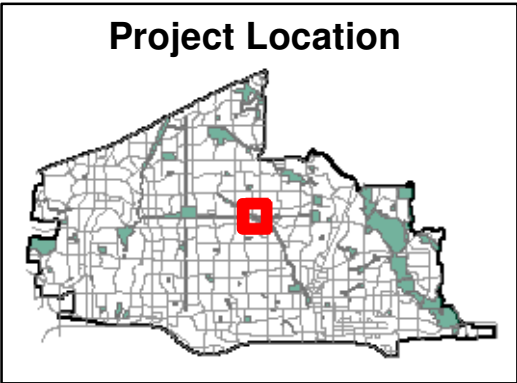


City of Plano Park Planning Division
8/1/2018

Location Map

Chisholm Trail Erosion Control San Simeon

Project Number: 6886
Page 32



Date: August 27, 2018

To: Bruce D. Glasscock, City Manager

From: Robin Reeves, Director of Parks and Recreation

Subject: Award of Bid 2018-0418-B for Chisholm Trail Erosion Control – San Simeon, Project No. 6886

The Parks and Recreation Department accepted bids on July 12, 2018 for Chisholm Trail Erosion Control – San Simeon, Project No. 6886. This project is for the removal and replacement of an undermined streambank stabilization wall along Spring Creek that provides protection to the adjacent Chisholm Trail hike and bike trail and the nearby San Simeon Place office building. The project includes mobilization, erosion control, removal of the existing retaining wall, excavation, regrading, installation of a precast modular block wall, trail and roadway traffic control, trail and curb removal and replacement where needed, re-sodding disturbed areas, and removal and disposal of silt.

The lowest responsive and responsible bid was submitted by Stoic Civil Construction, Inc. in the amount of \$702,000. The bid is above the consultant's estimate of \$542,888.50 due to unpredictability with steel, concrete and rock excavation prices as well as contractor availability. The low bid is within the funding available for erosion control projects. There were a total of 12,554 vendors notified of this project and 67 vendors viewed the project. Three complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the undermining of the streambank stabilization wall will continue to jeopardize the adjacent hike and bike trail.

CITY OF PLANO

RFB (CIP)

Bid No. 2018-0418-B

Chisholm Trail Erosion Control- San Simeon

Project No. 6886

Bid Recap

Bid Opening Date/Time: July 12, 2018 @ 2:30 PM (CST)

Number of Vendors Notified: 12,554

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 3

Vendor:

Total Bid

Stoic Civil Construction, Inc.

\$702,000.00

HQS Construction, LLC

\$883,875.00

Joe Funk Construction, Inc.

\$1,026,008.10

Recommended Vendor:

Stoic Civil Construction, Inc.

\$702,000.00

Cynthia Hogue

Cynthia Hogue, Contract Administrator

August 3, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

RFB No. 2018-0394-B for Park Pond Restoration Projects - 2017, Project No. 6862, to IWCTexas, LLC in the amount of \$835,000; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	396,272	3,227,447	3,030,670	6,654,389
Encumbered/Expended Amount	-396,272	-1,546,228	0	-1,942,500
This Item	0	0	-835,000	-835,000
Balance	0	1,681,219	2,195,670	3,876,889

FUND(S): Capital Maintenance Fund, Municipal Drainage CIP

COMMENTS:

Funding for this item is available in the 2017-18 Municipal Drainage CIP and is planned in the 2018-19 Capital Maintenance Fund Proposed Budget and Municipal Drainage CIP. Construction of Park Pond Restoration Projects, in the amount of \$835,000, will leave a combined balance of \$3,876,889 for future expenditures for silt removal and creek erosion control projects.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

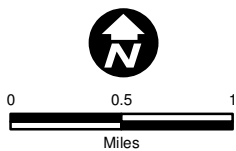
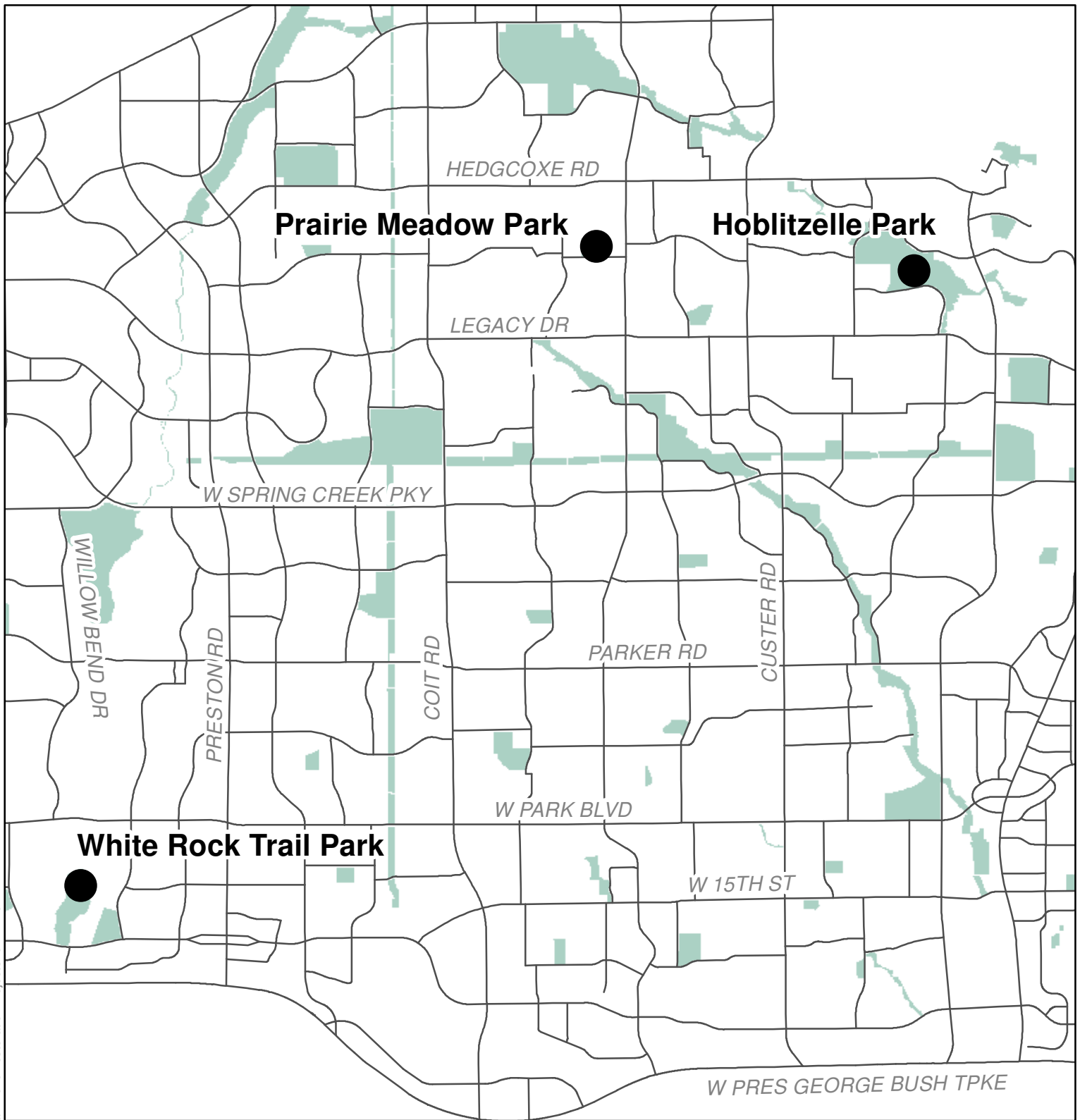
Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	8/15/2018	Map
Recommendation Memo	8/20/2018	Memo
Bid Recap	8/15/2018	Bid Recap

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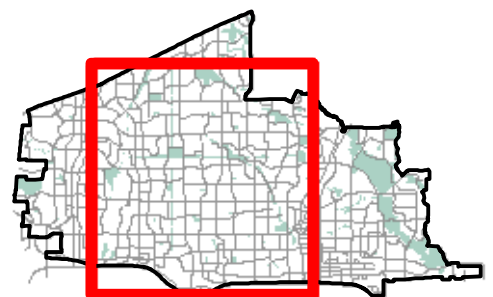


City of Plano Park Planning Division
7/31/2018

Park Pond Restoration Projects - 2017

Project No. 6862

Project Location



Date: August 27, 2018

To: Bruce D. Glasscock, City Manager

From: Robin Reeves, Director of Parks and Recreation

Subject: Award of Bid 2018-0394-B for Park Pond Restoration Projects - 2017, Project No. 6862

The Parks and Recreation Department accepted bids on July 2, 2018 for Park Pond Restoration Projects—2017, Project No. 6862. The project includes mobilization, erosion control, site fencing, trail and roadway traffic control, trail and curb removal and replacement where needed, fish and aquatic wildlife relocation, re-sodding disturbed areas, and removal of pond silt and off-site disposal. This project is for the removal of silt from the small pond at White Rock Trail Park and the ponds at Prairie Meadow and Hoblitzelle Parks.

The lowest responsive and responsible bid was submitted by IWCTexas, LLC, in the amount of \$835,000 and is within the project budget and below the consultant's estimate of \$1,031,000. There were a total of 12,108 vendors notified of this project. Three complete bids were received for the project as shown in the attached bid recap. The project was bid with two pricing scenarios: one option to dispose of sediment on-site and another option to dispose of sediment off-site. The low bid for the option to dispose of sediment on-site was \$1,502,365. The low bid for the option to dispose of sediment off-site was \$835,000, and it was selected due to its significant cost savings.

If this project is not awarded, the ponds will continue to exhibit problems resulting from siltation including shallow water, bad odors, dense algae blooms, increased mosquito management issues, and the potential loss of fish and aquatic wildlife.

CITY OF PLANO

RFB (CIP)

Bid No. 2018-0394-B

Park Pond Restoration Projects - 2017

Project No. 6862

Bid Recap

Bid Opening Date/Time: July 2, 2018 @ 11:00 AM (CST)

Number of Vendors Notified: 12,108

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 1

Number of Responsive Bids Submitted: 3

<u>Vendor:</u>	<u>Total Bid</u>
<u>Proposal 1: On-Site Disposal of Sediment Option</u>	
IWCTexas, LLC	\$1,908,000.00
Joe Funk Construction	\$1,502,365.00
Shirley & Sons Construction Co., Inc.	\$1,645,020.00

<u>Proposal 2: Off-site Disposal of Sediment Option</u>	
IWCTexas, LLC	\$835,000.00
Shirley & Sons Construction Co., Inc.	\$836,013.00
Joe Funk Construction	\$1,294,059.50

Recommended Vendor:

<u>Proposal 2: Off-site Disposal of Sediment Option</u>	
IWCTexas, LLC	\$835,000.00

Angie Morales

Angie Morales, Buyer II

July 2, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

RFB No. 2018-0303-B for the Dog Park at Bob Woodruff Park, Project No. 6573, to Ratliff Hardscape, Ltd. in the amount of \$1,844,688; and authorizing the City Manager to execute all necessary documents.

Approved

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,351,469	11,545,574	0	12,897,043
Encumbered/Expended Amount	-1,351,469	-2,838,644	0	-4,190,113
This Item	0	0	-1,844,688	-1,844,688
Balance	0	8,706,930	-1,844,688	6,862,242

FUND(S): Park Improvements CIP

COMMENTS:

Funding for this item is available in the 2017-18 Park Improvements CIP and will be carried forward into future years. Construction of the Dog Park at Bob Woodruff Park project, in the amount of \$1,844,688 will leave a balance of \$6,862,242 available for future expenditures on park improvements and recreational trails throughout Plano.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

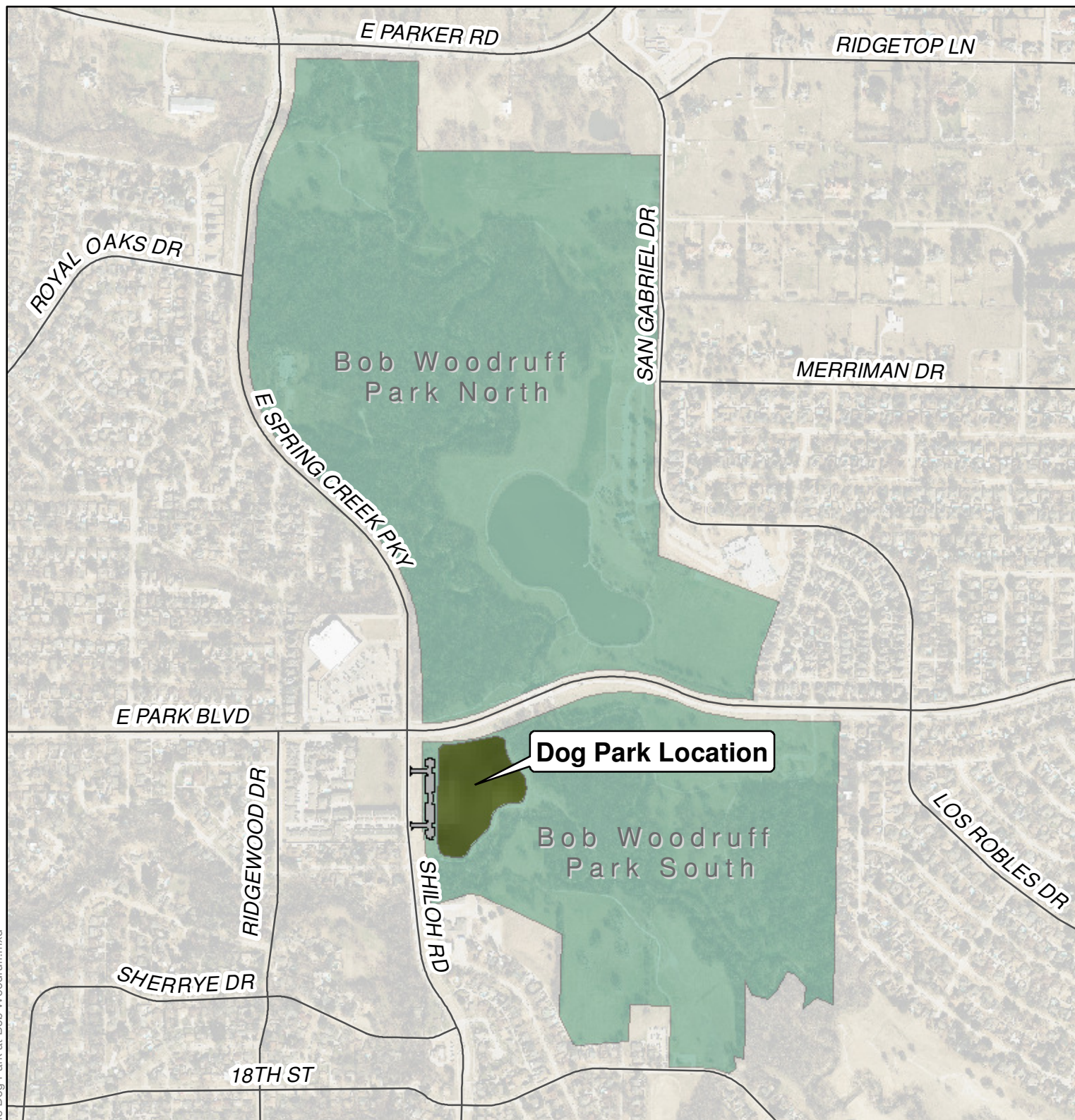
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Social Environment, Natural Environment

ATTACHMENTS:

Description	Upload Date	Type
Location Map	8/7/2018	Map
Recommendation Memorandum	8/7/2018	Memo
Bid Recap	8/7/2018	Bid Recap



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Miles



City of Plano Park Planning Division
7/25/2018

The Dog Park at Bob Woodruff

Project No. 6573

Project Location



Date: August 27, 2018

To: Bruce D. Glasscock, City Manager

From: Robin Reeves, Director of Parks and Recreation

Subject: Award of Bid 2018-0303-B for the Dog Park at Bob Woodruff, Project No. 6573

The Parks and Recreation Department accepted bids on June 29, 2018 for the new dog park at Bob Woodruff. The project includes 75 paved parking spaces, a large shade pavilion and plaza, and 6.5 acres of specially fenced and gated paddocks. The dog park will include one 1 acre small dog paddock, two 2 acre paddocks for large dogs, one 1.25 acre paddock for senior dogs and a programmable .25 acre paddock. Each paddock enclosure will have a separate entrance and exit from the large plaza. A shade structure will be centrally located to overlook all of the paddocks where users can gather to socialize or watch the activities within the park. The project also includes LED and area lighting for evening use, dog rinse stations, all-weather drinking fountains, utilities, grading, drainage, erosion control, new trees, landscaping, turf, irrigation and new trail connections within Bob Woodruff Park.

The lowest responsive and responsible bid for the base bid and two alternates was submitted by Ratliff Hardscape, Ltd., in the amount of \$1,844,688.22. Alternates one and two are for trail connections. There were a total of 12,258 vendors notified of this project. Seventeen complete bids were received for the project as shown in the attached bid recap.

A dog park at this location is identified on the current Park Master Plan. The dog park is expected to meet the recreation needs of dog owners in the area and help reduce the number of dogs off leash in the park and surrounding area. If it is not constructed, these objectives will not be achieved.

CITY OF PLANO

RFB (CIP)

Bid No. 2018-0303-B

Dog Park At Bob Woodruff Park Project No. 6573

Bid Recap

Bid Opening Date/Time: June 29, 2018 @ 2:00 PM (CST)

Number of Vendors Notified: 12,258

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids Submitted: 1

Number of Responsive Bids Submitted: 17

<u>Vendor:</u>	<u>Base Bid</u>	<u>Alt 1</u>	<u>Alt 2</u>	<u>Total</u>
Ratliff Hardscape, Ltd.	\$1,734,528.22	\$59,616.00	\$50,544.00	\$ 1,844,688.22
Gadberry Construction Company, Inc.	\$1,792,638.65	\$52,943.63	\$65,105.61	\$ 1,910,687.89
Schmoltd Construction, Inc.	\$1,881,604.78	\$53,628.00	\$65,947.20	\$ 2,001,179.98
Dean Electric, Inc. dba Dean	\$1,998,845.00	\$45,500.00	\$58,000.00	\$ 2,102,345.00
J.C. Commercial, Inc.	\$1,983,200.00	\$60,000.00	\$76,000.00	\$ 2,119,200.00
Cole Construction, Inc.	\$2,053,200.00	\$72,000.00	\$64,000.00	\$ 2,189,200.00
C. Green Scaping, LP	\$2,074,753.00	\$58,752.00	\$66,096.00	\$ 2,199,601.00
North Rock Construction, LLC	\$2,131,541.35	\$76,340.43	\$52,119.16	\$ 2,260,000.94
Wall Enterprises	\$2,157,417.50	\$53,370.00	\$65,230.00	\$ 2,276,017.50
Unified Services of Texas, Inc.	\$2,158,043.60	\$56,184.00	\$76,257.60	\$ 2,290,485.20
Denco CS Corp	\$2,169,711.28	\$62,361.60	\$82,629.12	\$ 2,314,702.00
Mart, Inc.	\$2,189,595.99	\$54,974.86	\$71,226.09	\$ 2,315,796.94
Northridge Construction Group, LLC	\$2,317,839.00	\$65,000.00	\$80,000.00	\$ 2,462,839.00
Optima RPM Inc.	\$2,357,614.00	\$57,600.00	\$86,400.00	\$ 2,501,614.00
Reyes Group, Ltd.	\$2,319,600.00	\$122,400.00	\$117,000.00	\$ 2,559,000.00
DDM Construction Corporation	\$2,475,600.00	\$53,000.00	\$57,500.00	\$ 2,586,100.00
HQS Construction, LLC	\$2,505,600.00	\$80,000.00	\$100,000.00	\$ 2,685,600.00

Recommended Vendor:

Ratliff Hardscape, Ltd. \$ 1,844,688.22

Angie Morales

Angie Morales, Buyer II

June 29, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Facilities

Department Head: B. Caleb Thornhill

Agenda Coordinator: Michael Parrish x7554

CAPTION

RFB No. 2018-0369-B for the Roof Replacement on the Deerfield Archway Monuments to RTC Waterproofing & Glass, Inc. in the amount of \$124,898; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	150,000	0	150,000
Encumbered/Expended Amount	0	-17,350	0	-17,350
This Item	0	-124,898	0	-124,898
Balance	0	7,752	0	7,752

FUND(S): Capital Maintenance Fund

COMMENTS: Funding for this item is available in the 2017-18 Capital Maintenance Fund Budget. Roof replacement on the Deerfield Archway Monuments, in the amount of \$124,898, will leave a current year balance of \$7,752 available for future project expenditures.

SUMMARY OF ITEM

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/21/2018	Memo
Bid Recap	8/21/2018	Bid Recap

Date: August 21, 2018

To: Bruce D. Glasscock, City Manager

Via: B. Caleb Thornhill, P.E., Director of Engineering

From: Richard Medlen, Facilities Maintenance Superintendent

Subject: Deerfield Archway Monuments Roof Replacement – Bid #2018-0369-B

Item Summary

This agenda item authorizes a contract with RTC Waterproofing & Glass, Inc. in the amount of \$124,898 for roof replacement on the two archway monuments located at the entrances to Deerfield along Legacy Drive (at Colonnade and at Archgate).

There were two additional bids submitted; Arcadia Roofing Company for \$138,008.91 and Castro Roofing of Texas, LLC for \$495,000.00.

Staff has reviewed the bids submitted for the roof replacement and recommends award to the lowest responsive responsible bid submitted from RTC Waterproofing & Glass, Inc. for \$124,897.55.

The funding for the project is in the Capital Maintenance Fund Account #54450 (Deerfield Endowment Fund).

Background

In 1985, the City Council adopted Resolution No. 85-12-30 that authorized an agreement with Deerfield Development Company, the developer of the Deerfield Addition, regarding the construction and maintenance of the two archways at the entrances to Deerfield along Legacy Drive.

The two archways were constructed by the developer and accepted by the City (Colonnade Drive in 1986 and Archgate in 1988). Per the agreement, the City of Plano is responsible for the maintenance (after the third year after acceptance of each arch). The Deerfield Development Company paid the City \$100,000 to establish the Deerfield Endowment Fund for the required maintenance. The endowment fund has a current balance of \$214,482.13.

The existing roof is at the projected end of its life expectancy and has deteriorated such that replacement is necessary to maintain the archways from weather conditions. During the roof replacement, the contractor will also complete required structural repairs.

/md

cc: Jim Razinha
Jessica Walden
Matt Yager
Michael Parrish
Earl Whitaker

CITY OF PLANO

BID NO. 2018-0369-B

ROOF REPLACEMENT ON DEERFIELD ARCHWAY MONUMENTS

BID RECAP

Bid Opening Date/Time: June 14, 2018 @ 2:00 PM

Number of Vendors Notified: 1,445

Vendors Submitting "No Bids": 0

Number of Non-Responsive Bids: 0

Number of Responsive Bids Submitted: 3

<u>Vendor Name</u>	<u>Base Bid</u>
RTC Waterproofing & Glass, Inc.	\$124,897.55
Arcadia Roofing Company	\$138,008.91
Castro Roofing of Texas, LLC	\$495,000.00

Recommended Vendor:

RTC Waterproofing & Glass, Inc.	\$124,897.55
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Michael Parrish

June 18, 2018

Michael Parrish, Senior Buyer

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Technology Services

Department Head: Chris Chiancone

Agenda Coordinator: Kellie Pendleton

CAPTION

To approve the purchase of a Telestaff upgrade and conversion for a one (1) year contract with five (5) one-year City optional renewals for Plano Fire-Rescue and Public Safety Communications in the estimated amount of \$86,381 for the initial year, and subsequent renewal years in the estimated annual amount of \$50,268, from Kronos Incorporated through an existing contract; and authorizing the City Manager to execute all necessary documents. (US Communities Contract No. 14-JLR-003) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18 to 2022-23	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	353,611	251,340	604,951
Encumbered/Expended Amount	0	-207,242	0	-207,242
This Item	0	-86,381	-251,340	-337,721
Balance	0	59,988	0	59,988

FUND(S): Technology Fund & General Fund

COMMENTS: Funding for this item is available in the 2017-18 Technology Fund and General Fund budgets and will be included in future year operating budgets. Upgrades and conversions for the Plano Fire-Rescue and Public Safety Communications Departments automated scheduling solution will span multiple years for an estimated total amount of \$337,721. First year costs for start-up, professional and training expenses of \$86,381 will leave a current year balance of \$59,988 for future expenditures related to technology projects and maintenance. Future year subscription and phone charges, in the estimated amount of \$50,268 annually from 2018-19 to 2022-23, will be made within council approved General Fund

appropriations.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (US Communities Contract No. 14-JLR-003, City of Plano Contract No. 2018-0275-I)

See Recommendation Memo

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/22/2018	Memo
Cooperative Quote Recap	8/11/2018	Cooperative Quote Recap

Date: Thursday, August 9, 2018

To: Diane Palmer-Boeck, Director of Procurement and Project Management

From: Chris Chiancone, Chief Information Officer

Subject: Recommendation Memo – Kronos TeleStaff Upgrade and Conversion

The City of Plano is currently modernizing their technology presence to accommodate future City needs and support growth. To support this effort, Technology Services is upgrading the legacy on-premise installations of TeleStaff and converting to a modern hosted Kronos solution. The Kronos application is a personnel scheduling and tracking software suite that is used by the Fire Department and Public Safety Communication departments. Currently, each of these departments has separate implementations of the Kronos application, and the upgrade and conversion will consolidate these implementations into a single hosted environment.

Technology Services is recommending the upgrade, which includes professional services needed to consolidate two separate databases and versions into one cloud-based hosted solution. The quote for software, professional services, hosting, and support is \$86,380.98.

If this agreement is not awarded, it could limit the City's ability to provide Fire and Public Safety employees with the communication tools and capabilities for their personnel scheduling and tracking needs and face the potential of significant price increases for on-premise solutions relating to legacy versions of Telestaff.

**CITY OF PLANO
SOLICITATION NO. 2018-0275-I
TELESTAFF UPGRADE & CONVERSION
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 1

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Quotes Received: 1

Kronos Incorporated
via US Communities Contract No. 14-JLR-003

Year One Estimated: \$86,381
Annual Renewals Estimated: \$50,268

Recommended Vendor:

Kronos Incorporated
via US Communities Contract No. 14-JLR-003

Year One Estimated: \$86,381
Annual Renewals Estimated: \$50,268

Kellie Pendleton

Kellie Pendleton
Purchasing Manager

August 9, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of one (1) Haul Truck for Fleet Services to be utilized by Utility District 2 in the amount of \$76,429 from Southwest International Trucks through an existing contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract No. 521-16) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	152,500	0	152,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-76,429	0	-76,429
Balance	0	76,071	0	76,071

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the 2017-18 Adopted Budget to purchase one (1) Haul Truck for the scheduled replacement of unit 98195 in Cost Center 763/Utility District 2. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 521-16 / City of Plano Internal Contract No. 2018-0524-O)

See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/14/2018	Memo
Cooperative Quote Recap	8/14/2018	Cooperative Quote Recap

Date: August 9, 2018

To: Bruce D. Glasscock, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Haul Truck Purchase Recommendation

It is the recommendation of Fleet Services to purchase one (1) Haul Truck from Southwest International Trucks, in the amount of \$76,428.78, through BuyBoard Contract No. 521-16. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

This unit is a scheduled replacement from the Capital Outlay FY2017-18 for the replacement of unit 98195 in Cost Center 763 Utility District 2. Due to operational demands, it is necessary to purchase at this time.

The purchase of the Haul Truck is necessary for the following reasons:

1. This unit will be used to transport heavy equipment necessary to perform the functions of Utility District 2.
2. The old vehicle is in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above vehicle.
3. Not purchasing this vehicle could lead to an increase in response times due to a lack of available mission capable vehicles. It will also lead to increased maintenance and repair costs due to the increased usage of the current fleet vehicles.

CITY OF PLANO
SOLICITATION NO. 2018-0524-O
HAUL TRUCK
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 3

Vendors Submitting "No Bids": 0

Quotes Deemed Non-responsive: 0

Number of Responsive Quotes Received: 3

International MV607 Flatbed from Southwest International Trucks via BuyBoard Contract No. 521-16	\$76,428.78
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Kenworth T270 with Platform Body from MHC Kenworth via BuyBoard Contract No. 521-16	\$76,560.74
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Peterbilt 337 Flatbed from Rush Truck Center via BuyBoard Contract No. 521-16	\$95,391.00
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Recommended Vendor:

Southwest International Trucks	\$76,428.78
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

August 7, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of one (1) Vacuum Litter Collector with Robotic Arm for Fleet Services to be utilized by Special Waste in the amount of \$78,496 from Utility Truck Equipment Company through an existing contract; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. SW04-18) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	78,496	0	78,496
Encumbered/Expended Amount	0	0	0	0
This Item	0	-78,496	0	-78,496
Balance	0	0	0	0

FUND(S): Equipment Replacement Fund, Sustainability & Environmental Services Fund

COMMENTS: Funds are available in the 2017-18 Adopted Budget to purchase one (1) Vacuum Litter Collector with Robotic Arm for the scheduled replacement of unit 08711 in Cost Center 751/Special Waste.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for

items. (HGAC Contract No. SW04-18 / City of Plano Internal Contract No. 2018-0460-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/14/2018	Memo
Cooperative Quote Recap	8/15/2018	Cooperative Quote Recap

Date: August 6, 2018

To: Bruce D. Glasscock, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Vacuum Litter Collector with Robotic Arm Recommendation

It is the recommendation of Fleet Services to purchase one (1) Vacuum Litter Collector with Robotic Arm, in the amount of \$78,496.00 from Utility Truck Equipment Company through HGAC Contract No. SW04-18. Fleet Services and Purchasing have reviewed multiple quotes and found this to be the best value for the City.

This unit is a scheduled replacement for unit 08711 Sweeper in cost center 751 Special Waste. Due to operational demands, it is necessary to purchase at this time.

The purchase of the Vacuum Litter Collector with Robotic Arm is necessary for the following reasons:

1. This unit will be used to quickly clean streets and walking areas of litter and debris.
2. The old vehicle is in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above vehicle.
3. If this unit is not replaced we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older, aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.

CITY OF PLANO
SOLICITATION NO. 2018-0460-O
VACUUM LITTER COLLECTOR WITH ROBOTIC ARM
COOPERATIVE QUOTE RECAP

Number of Vendors Contacted: 5

Vendors Submitting "No Bids": 2

Quotes Deemed Non-responsive: 1

Number of Responsive Quotes Received: 1

Madvac Model LR50 from Utility Truck Equipment Company via HGAC Contract No. SW04-18	\$78,496.00
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Recommended Vendor:

Utility Truck Equipment Company	\$78,496.00
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Lincoln Thompson

Lincoln Thompson
Senior Buyer

July 30, 2018

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Fleet Services

Department Head: Gerald Cosgrove

Agenda Coordinator: Lincoln Thompson (Ext. 7376)

CAPTION

To approve the purchase of two (2) Full Cab Ag Tractors with Triple Flail Mowers for Fleet Services to be utilized by Grounds Maintenance Services in the amount of \$232,188 from United Ag and Turf through existing contracts; and authorizing the City Manager to execute all necessary documents. (HGAC Contract No. GR01-18 and BuyBoard Contract No. 529-17) **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	255,500	0	255,500
Encumbered/Expended Amount	0	0	0	0
This Item	0	-232,188	0	-232,188
Balance	0	23,312	0	23,312

FUND(S): Equipment Replacement Fund

COMMENTS: Funds are available in the 2017-18 Adopted Budget to purchase two (2) Full Cab Ag Tractors with Triple Flail Mowers for the scheduled replacement of unit 05135 and 05137 in Cost Center 644 / Grounds Maintenance Services District #1. Remaining balance will be used for other Fleet and Equipment Services purchases.

SUMMARY OF ITEM

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local

Gouvernement Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (HGAC Contract No. GR01-18 and BuyBoard Contract No. 529-17 / City of Plano Internal Contract No. 2018-0320-O)
See Recommendation Memo.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Recommendation Memo	8/10/2018	Memo
Cooperative Quote Recap	8/10/2018	Cooperative Quote Recap

Date: August 2, 2018

To: Bruce D. Glasscock, City Manager

From: Gerald Cosgrove, P.E., Director of Public Works

Subject: Two (2) Full Cab Ag Tractors with Triple Flail Mowers

It is the recommendation of Fleet Services to purchase two (2) Full Cab Ag Tractors with Triple Flail Mowers from United Ag and Turf, in the amount of \$232,187.89, through HGAC Contract No. GR01-18 and BuyBoard Contract No. 529-17. Fleet Services and Purchasing have reviewed multiple Cooperative Contract quotes and found this to be the best value for the City.

These units are scheduled replacements from Capital Outlay FY2017-18 for units number 05135 and 05137 in Cost Center 644 Grounds Maintenance Services District #1. Due to operational demands, it is necessary to purchase at this time.

The purchase of two Full Cab Ag Tractors with Triple Flail Mowers for Grounds Maintenance Services District #1 is also necessary for the following reasons:

1. These tractors are used for mowing operations in Grounds Maintenance Services District #1.
2. The old units are in need of replacement. The determination for the need of replacement is based on age, usage, maintenance cost, and re-sale value. Based on these criteria, Fleet Services recommends the replacement of the above vehicles.
3. If these units are not replaced, we will incur additional maintenance costs and the salvage value will be greatly depreciated. In addition, the older aging units will limit the users' ability to perform their duties because of increased breakdowns and additional downtime for repairs.



**SOLICITATION NO. 2018-0320-O
TWO (2) FULL CAB AG TRACTORS WITH TRIPLE FLAIL MOWERS
COOPERATIVE QUOTE RECAP**

Number of Vendors Contacted: 4

Number of Vendors Submitting "No Bids": 2

Number of Quotes Deemed Non-responsive: 2

Number of Responsive Quotes Received: 8

ONE (1) 2WD CAB TRACTOR WITH TRIPLE FLAIL MOWERS

John Deere 6105 E Utility Tractor from United Ag and Turf via HGAC Contract No. GR01-18 With Tiger Triple Flail Extreme Duty Mower via BuyBoard Contract No. 529-17	\$123,578.57
Farmall 110C 2WD Utility Tractor from ASCO via BuyBoard Contract No. 529-17 With Alamo Industrial 19 ft. Interstater Mower via BuyBoard Contract No. 529-17	\$123,817.36
Farmall 110C 2WD Utility Tractor from ASCO via BuyBoard Contract No. 529-17 With Alamo Industrial 21 ft. Interstater Mower via BuyBoard Contract No. 529-17	\$124,505.36
John Deere 6105 E Utility Tractor from United Ag and Turf via BuyBoard Contract No. 529-17 With Tiger Triple Flail Extreme Duty Mower via BuyBoard Contract No. 529-17	\$124,611.94

ONE (1) 4WD CAB TRACTOR WITH TRIPLE FLAIL MOWERS

John Deere 5100 E Utility Tractor from United Ag and Turf via HGAC Contract No. GR01-18 With Tiger Triple Flail Super Duty Mower via BuyBoard Contract No. 529-17	\$108,609.32
John Deere 5100 E Utility Tractor from United Ag and Turf via BuyBoard Contract No. 529-17 With Tiger Triple Flail Super Duty Mower via BuyBoard Contract No. 529-17	\$113,240.10
Farmall 110C 4WD Utility Tractor from ASCO via BuyBoard Contract No. 529-17 With Alamo Industrial 19 ft. Interstater Mower via BuyBoard Contract No. 529-17	\$129,502.20
Farmall 110C 4WD Utility Tractor from ASCO via BuyBoard Contract No. 529-17 With Alamo Industrial 21 ft. Interstater Mower via BuyBoard Contract No. 529-17	\$130,190.20

Recommended Vendor:

United Ag and Turf: One (1) 2WD Cab Tractor with Triple Flail Mowers	\$123,578.57
<u>United Ag and Turf: One (1) 4WD Cab Tractor with Triple Flail Mowers</u>	<u>\$108,609.32</u>
Total Purchase from United Ag & Turf	\$232,187.89

Lincoln Thompson

Lincoln Thompson
Senior Buyer

June 12, 2018

Date

**CITY OF PLANO
COUNCIL AGENDA ITEM**

Council Meeting Date: 8/27/2018

Department: Engineering

Department Head: B. Caleb Thornhill

Agenda Coordinator: Libby McCabe

CAPTION

To approve an expenditure for engineering design related services and project coordination associated with the relocation of the overhead utilities along a portion of 14th Street and Municipal Avenue in the amount of \$127,020 from Energy & Engineering Solutions Consulting Engineers; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY**Operating Expense**

FISCAL YEAR:	2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	13,131,420	0	13,131,420
Encumbered/Expended Amount		0	0	0	0
This Item		0	-127,020	0	-127,020
BALANCE		0	13,004,400	0	13,004,400

FUND(S): TIF II Fund

COMMENTS: This professional services agreement for design to relocate overhead utilities on 14th Street between I Avenue and Municipal Avenue, in the amount of \$127,020, will leave a balance of \$13,004,400 within the TIF II Fund for future expenditures identified in the TIF II Project Plan.

SUMMARY OF ITEM

The Engineering Department recommends approval of an expenditure in the amount of \$127,020 for professional design services from Energy & Engineering Solutions Consulting Engineers, for the engineering design and project coordination associated with the relocation of the overhead utilities along a portion of 14th Street and Municipal Avenue. The project limits on 14th Street extends from I Avenue east to Municipal Avenue; and north on Municipal Avenue to 16th Street. This project includes the following items:

- Site survey
- Coordination with all the utility companies
- Design the duct bank for the utilities
- Work with property owners on the relocation of their service lines
- Determine and prepare utility easement documents
- Prepare plans and specification documents
- Construction observation services during the relocation activities

The total expenditure is for \$127,020.

Energy & Engineering Solutions Consulting Engineers were selected based on their extensive knowledge and experience working with utility companies on relocation projects.

The benefit of this project will clean up the visual clutter along 14th Street and Municipal Avenue.

Not approving the expenditure would result in continued visual clutter along these downtown streets.

Strategic Plan Goal:

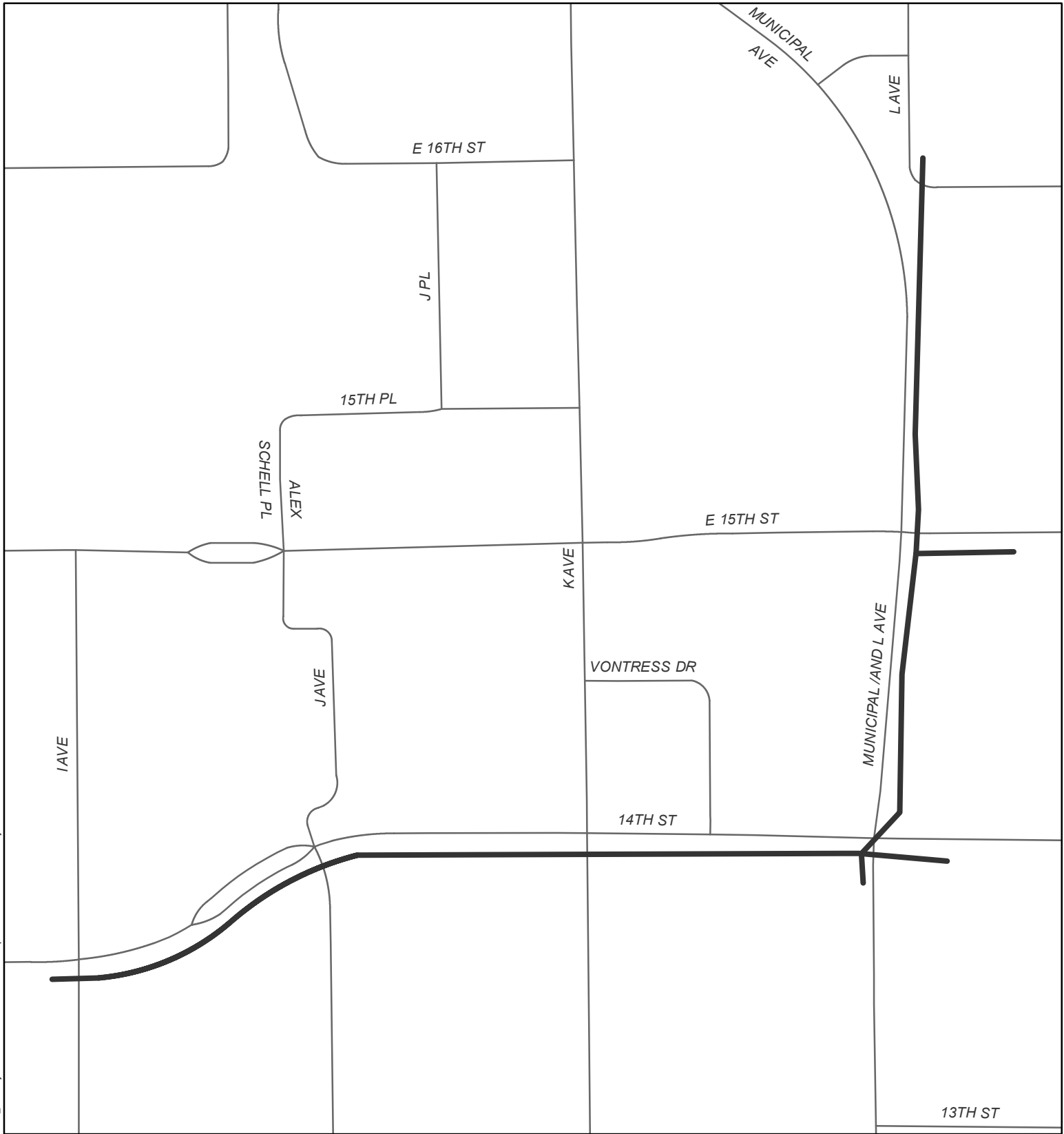
Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

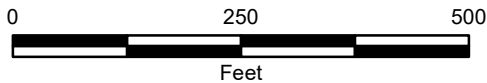
Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Map	8/16/2018	Map



14th Street and Municipal Avenue Overhead Utility Relocations

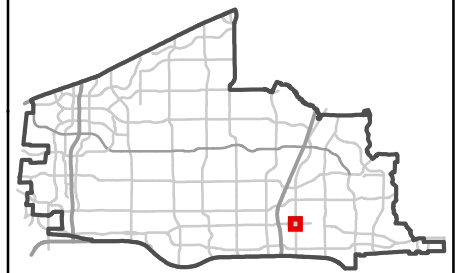


City of Plano GIS Division
August 2018

Project No. 7025

Page 68

Project Location





CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Special Projects

Department Head: Peter Braster

Agenda Coordinator:

CAPTION

To approve a Development Agreement between the City of Plano, Texas and 2016 Old Town Plano East, LTD and WJMP Enterprises, LTD for the @15th Apartment Project in Downtown Plano; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	13,131,420	0	13,131,420
Encumbered/Expended Amount	0	0	0	0
This Item	0	-281,497	0	-281,497
Balance	0	12,849,923	0	12,849,923

FUND(S): TIF II Fund

COMMENTS: This development agreement for the @15th Project, in an amount not to exceed \$281,497, will leave a balance of \$12,849,923 within the TIF II Fund for future expenditures identified in the TIF II Project Plan.

SUMMARY OF ITEM

The @15th Project is located on the southeast corner of 15th Street and Municipal Avenue, the former site of the Plano Chamber of Commerce. The project consists of a 50-unit multifamily development. The developer has requested TIF II funds for the demolition of the existing structure, on street parking, and enhanced streetscape treatments. In addition, the developer will be installing conduit to allow for the future

undergrounding of the adjacent overhead utilities (a future City project). The Board of Directors for the Tax Increment Financing Reinvestment Zone Number Two recommends the approval of the expenditures.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	8/21/2018	Memo
Agreement	8/21/2018	Agreement

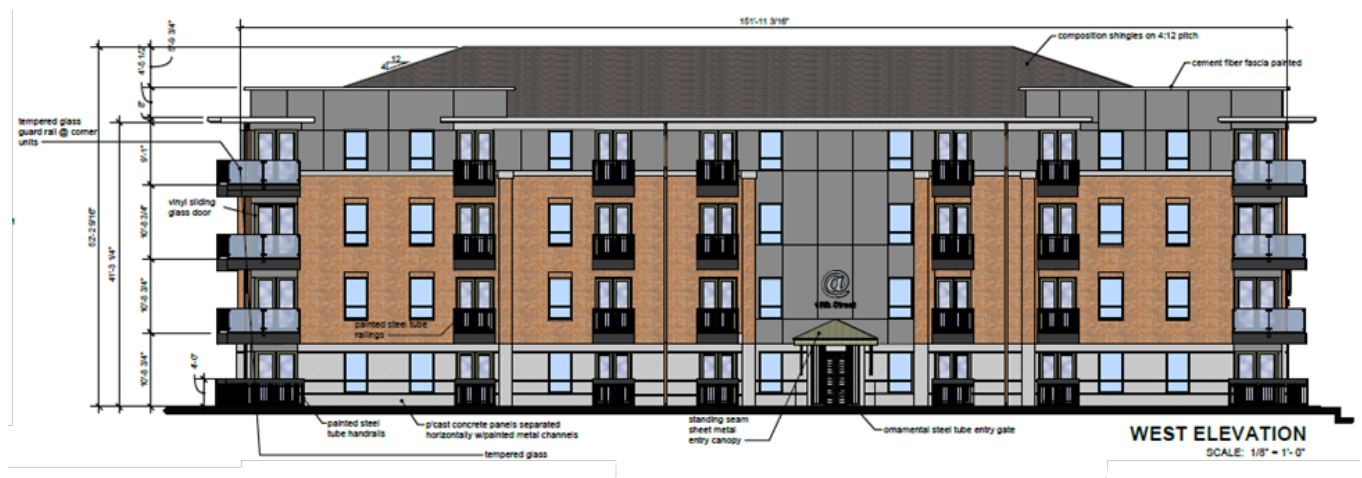
Date: August 14, 2018

To: Bruce D. Glasscock, City Manager
Jack Carr, Deputy City Manager

From: Peter J. Braster, Director of Special Projects

Subject: Development Agreement for the @15th Apartment Project

The @15th Apartment Project is located on the southeast corner of 15th Street and Municipal Avenue, the former site of the Plano Chamber of Commerce. The project consists of a 50-unit multifamily development. The developer has requested TIF II funds for the demolition of the existing structure, on street parking, and enhanced streetscape treatments. In addition, the developer will be installing conduit to allow for the future undergrounding of the adjacent overhead utilities (a future City project).



Pictured is the façade facing Municipal Avenue

The Board of Directors for the Tax Increment Financing Reinvestment Zone Number Two (TIF II) has reviewed the project. The Board recommends the approval of a development agreement funding the public improvements. The requested TIF funding is paid as a reimbursement for the actual cost of the work in an amount not to exceed \$281,497. Costs are further detailed in Exhibit C of the attached development agreement.

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND
2016 OLD TOWN PLANO EAST, LTD AND WJMP ENTERPRISES, LTD
FOR @15TH APARTMENT PROJECT**

This Development Agreement ("Agreement") is entered into by and between the City of Plano, a Texas municipal corporation (the "City"), acting by and through its duly authorized officers, and 2016 Old Town Plano East, LTD and WJMP Enterprises, LTD ("Developer").

RECITALS

WHEREAS, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services; and

WHEREAS, Developer desires to develop a site of approximately 35,284 square feet located at the southeast corner of 15th Street and Municipal Avenue (the "Property") and as shown in Exhibit "A:" attached hereto; and

WHEREAS, Developer has proposed the development of a multifamily residential development on the Property in substantial compliance with a Preliminary Site Plan prepared by Developer attached hereto as Exhibit "B" (the "Plan" or the "Development"); and

WHEREAS, Developer's proposed development is located in Tax Increment Financing District No. 2 ("TIF 2") and is in keeping with the intent of that reinvestment zone to promote sound growth; and

WHEREAS, a portion of the proposed public improvements (hereinafter defined as the "Public Improvements") shown in the Plan are to be funded through the revenue derived by TIF 2 in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, to promote development and redevelopment in the area through the use of tax increment financing; and

WHEREAS, the Public Improvements are funded under General Category Allocations (demolition and hazard abatement; and streets, utilities and landscaping) identified in the current *Project Plan and Financing Plan* for TIF 2, for which at least Two Hundred Eighty-One Thousand Four Hundred and Ninety-Seven Dollars (\$281,497) has been budgeted; and

WHEREAS, the termination date for TIF 2 is December 31, 2029; and

WHEREAS, Developer's proposed development is consistent with the goals and objectives as set forth in the Downtown Plano Vision and Strategy Update, adopted by the City Council by Resolution No. 2013-2-20(R), dated February 25, 2013; and

WHEREAS, this Agreement complies with Local Government Code Chapter 374, Subchapter D, as amended; and

WHEREAS, the development of the Property in accordance with the Plan by Developer will contribute important direct and indirect economic and social benefits to the City, including, but not limited to the creation of a pedestrian-oriented residential development near the Downtown Plano DART rail station; and

WHEREAS, it is essential to the City's public health, safety and general welfare to assure that the Development is supported by adequate levels of public facilities and services; and

WHEREAS, Developer has executed the certification attached hereto as Exhibit "H" which is incorporated herein.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. DEVELOPER'S OBLIGATIONS

A. Prior to receiving any funding from the City as authorized by this Agreement, Developer shall:

1. Obtain approval of a final site plan as required to develop a minimum of 50 multifamily apartments (the "Development");
2. Provide documentation to the reasonable satisfaction of the City of financial ability to complete the obligations under this Agreement in the form of a letter from lenders providing financing for the Development or proof of ownership of the Property and verification of construction financing;
3. Obtain all necessary City permits to begin construction of the Development and begin construction of the Development no later than July 1, 2019; Construction shall be deemed to have begun when Developer commences site work (i.e., grading, clearing or trenching) on the Property;
4. Complete the design, construction, and installation of the private improvements comprising the Development, at its sole cost and expense, and which when completed shall have a private investment value (land and improvements) of not less than Six Million Dollars (\$6,000,000);
5. Complete the design, construction, and installation of all public improvements described in Exhibit "C" attached hereto (the "Public Improvements.") The Public Improvements shall be designed, constructed and installed in a good and workmanlike manner in accordance with all applicable laws, statutes and ordinances, rules and regulations of the City and any other governmental authority having jurisdiction, including, without limitation, the City Right-of-Way Management Ordinance, the City Code of Ordinances and the City Zoning and Subdivision Ordinances. The Public Improvements shall be substantially completed on or before July 1, 2020;
6. Convey the Public Improvements and the property underlying the Public Improvements to the City, evidenced by the filing of the final plat for the Development with the Collin County Clerk's office and a letter indicating the acceptance of the Public Improvements by the Director of Engineering, and any other instrument which the City may reasonably request, and shall include, to the extent assignable, an assignment of all contractors' warranties, if any, and maintenance bonds; and
7. Request payment from the City in writing along with evidence of funds expended on Project Costs. Payments shall include all supporting documentation that may be reasonably requested by the City.

- B. Developer shall complete construction of 100% of the housing units comprising the Development by December 31, 2020. A unit shall be considered complete with the City's approval of the final building inspection.

SECTION 2. CITY'S OBLIGATIONS

- A. Upon Developer's satisfaction of the conditions to payment set forth in Section 1(A) above, the City shall perform the following obligations:
1. Pay to Developer the lesser of Two Hundred Eighty-One Thousand Four Hundred and Ninety-Seven Dollars (\$281,497) and funds expended by Developer on Project Costs (defined below) less Overhead Costs (defined below) upon Developer's completion of the conditions set forth in Section 1(A) above within 30 days after approval of final inspection of the Public Improvements and City's receipt of Developer's written request for payment. Reimbursement to the Developer for eligible expenses, "Project Costs" (as defined hereinafter) will occur after final inspection and acceptance of the Public Improvements by the City in accordance with Section 1.A.5 and 1.A.6 above. However, such reimbursement shall exclude "Overhead Costs" (as defined hereinafter).
 2. "Project Costs" means actual construction and/or installation costs and design costs for Public Improvements, including but not limited to:
 - i. Civil engineering, architecture and landscape architecture fees associated with the public improvements specified in this paragraph.
 - ii. Construction of storm sewer, drainage, water utilities, paving, lighting, landscape, hardscape and other improvements required by the City, both on-site and off-site, that are described or specified on the project plans approved by the City in the not to exceed amount of \$136,407.
 - iii. Construction of conduit and related improvements in preparation for the future relocation of overhead franchise utilities adjacent to the site along Municipal Avenue and 15th Street. This work also includes demolition and relocation of other utilities and improvements as required. The work is to be performed as specified on the project plans approved by the City in the not to exceed amount of \$110,090.
 - iv. Demolition and clearance of existing property improvements, including abatement of hazardous materials and debris in the not to exceed amount of \$35,000.
 3. "Overhead Costs" means:
 - i. overhead and management fees of Developer;
 - ii. financing charges;
 - iii. marketing costs;
 - iv. legal fees; and

- v. payments made to entities affiliated with or related to Developer to the extent such payments made to entities affiliated with or related to Developer do not exceed what is reasonable and customary for such services.
- B. All Public Improvement reimbursement to Developer under this subsection shall be payable solely from TIF 2 funds as provided by law and shall not be obligated for payment from the City's general fund or any other City fund unrelated to TIF 2 funds;
- C. The Property is located within a Neighborhood Empowerment Zone. Therefore, in addition to the reimbursements provided for in Subsection (A) above, the Development is eligible for all fee waivers as defined in Resolution No. 2017-1-1(R). All applicable building permits, contractor registrations and licensing must be obtained prior to the commencement of any construction work.

SECTION 3. DESIGN AND CONSTRUCTION

- A. Design management for the Public Improvements and the Development will be provided by Developer's designated licensed architect and/or a licensed civil engineer for the Development, or such other party as shall be mutually agreed to by the parties to this Agreement.
- B. Developer shall obtain all required local, state and federal governmental approvals and permits required for construction of the Public Improvements.
- C. Developer shall require its general contractor to procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of the construction of the Public Improvements at the Property. Developer shall provide their general contractor's signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Public Improvements and naming the City of Plano as additional insured.
- D. Developer shall procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of this Agreement. Developer shall provide their signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Public Improvements and naming the City of Plano as additional insured.
- E. Upon completion of the Public Improvements, Developer shall provide a maintenance bond as provided in the form on attached Exhibit "E" in an amount mutually and reasonably agreed between the City and Developer.
- F. Except as provided herein, all project designs, drawings, site plans and other documents produced by Developer in connection with the Development, including those attached to this Agreement, shall remain the property of Developer. In exchange for Developer's acceptance of the above-described reimbursement from the City, the portion of the plans created for the Public Improvements shall become the property of the City upon dedication and acceptance as required by Section 1.A.5. and 1.A.6. of this Agreement.

SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE

- A. Should Developer fail to complete installation of the Public Improvements by the date specified in Section 1.A.5. of this Agreement, the City shall have no obligation to expend funds to complete the Public Improvements.
- B. If, by the date specified in Section 1.B. of this Agreement, Developer has not completed required number of the housing units as required, Developer shall refund to the City a percentage of the reimbursement received for Public Improvements. The percentage reimbursement shall be based on the percentage of housing units that have not been completed by the date specified in Section 1.B. above. Payment of the percentage refund shall be the sole and exclusive remedy for Developer's failure to timely complete dwelling units by the date specified in Section 1.B.

SECTION 5. FORCE MAJEURE

It is expressly understood and agreed by the parties to this Agreement that if the commencement, progress and/or completion of the construction of the multifamily housing development contemplated hereunder is delayed by reason by war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities; fire or other casualty; court injunction; necessary condemnation proceedings; or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

SECTION 6. TERM

The term of this Agreement shall begin on the date of execution and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement but in no event later than December 31, 2021. The City Manager or his designee shall have the authority to extend, in writing, the commencement and completion dates, and all other deadlines contained within the Agreement for an additional period of one year.

SECTION 7. AUTHORITY OF DEVELOPER

Developer represents and warrants to the City that Developer is duly formed, validly existing and in good standing under the laws of the State of Texas. Developer will provide a certificate of status from the Texas Secretary of State's office evidencing Developer's current legal status and authority to conduct business in Texas. Developer represents that it has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Developer and the City, enforceable in accordance with its terms.

SECTION 8. EVENTS OF DEFAULT

A default shall exist if any of the following occurs:

1. Either party fails to perform or observe any material covenant contained in this Agreement.
2. Developer becomes delinquent on ad valorem taxes owed to the City, or any other Collin County taxing unit, provided that Developer retains the right to timely and properly protest and/or contest any such taxes and during the pendency of such proceedings such taxes shall not be deemed delinquent.

A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

SECTION 9. REMEDIES

The defaulting party shall have thirty (30) days to cure after receiving written notice of default from a party. Except as otherwise provided herein, if a default shall continue after the thirty (30) days' notice to cure the default, the non-defaulting party may, at its option, terminate the Agreement and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within 30 days following the original notice.

SECTION 10. BANKRUPTCY

In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the City within three (3) business days of such event. Bankruptcy shall place Developer in immediate default with the terms and conditions of this Agreement.

SECTION 11. INDEMNIFICATION

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS,

AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH DEVELOPER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST

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

SECTION 13. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:

City of Plano
Attention: City Manager
PO Box 860358
Plano, Texas 75086-0358

If intended for Developer, to:

2016 Old Town Plano East, LTD and WJMP Enterprises, LTD
Attention: William Cravens, President
3838 Oak Lawn Avenue, Suite 1416
Dallas, Texas 75219

SECTION 14. WRITTEN NOTICES AND APPROVALS REQUIRED

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or whenever the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be in writing. Approval by City, unless otherwise provided herein, shall be by the City Manager or his designated representative and approval by Developer shall be by the CEO, CFO or Vice President or any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and either party hereto shall be authorized to act in reliance upon any such request, demand, approval, notice or consent, or agreement.

SECTION 15. GIFT TO PUBLIC SERVANT

- A. City may terminate this Agreement immediately if Developer has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.
- B. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- C. Notwithstanding any other legal remedies, City may require Developer to remove any employee of Developer from the development of the Public Improvements who has violated the restrictions of this section or any similar state or federal law, and City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 16. COMPLIANCE WITH EQUAL RIGHTS ORDINANCE

Developer agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;

(d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;

(e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;

(f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;

(g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;

(h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or

(i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

(m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

Developer also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance’s application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the Agreement will be placed on hold.

SECTION 17. CERTIFICATION

Developer certifies that it does not and will not boycott Israel during the term of this Contract. Developer has executed the Certification, attached and incorporated herein as Exhibit "G".

SECTION 18. APPLICABLE LAWS

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable laws of the State of Texas and federal laws.

SECTION 19. VENUE AND GOVERNING LAW

This Agreement is performable in Collin County, Texas and venue of any action arising out of this Agreement shall be exclusively in Collin County, Texas. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

SECTION 20. LEGAL CONSTRUCTION

In case 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 provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 21. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 22. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 23. SUCCESSORS AND ASSIGNS

- A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of Developer and the City of Plano City Council, which approvals shall not be unreasonably withheld.
- B. An assignment or delegation of this Agreement to an Affiliate of Developer shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of Developer

expressly assumes all of the obligations of Developer under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between Developer and an Affiliate. Developer shall notify the City in writing, however, within 30 days of such assignment. "Affiliate", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, Developer shall be released from all liability hereunder. Additionally, collateral assignment of this Agreement by Developer in connection with its financing of the Development shall not require City Council approval and shall not result in a breach of this Agreement so long as all obligations of Developer herein are included in such assignment.

SECTION 24. ENTIRE AGREEMENT

This Agreement embodies the complete agreement of the parties hereto with respect to the Property, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. This Agreement is the complete and final understanding and agreement between Developer and the City with respect to the Property. Except as otherwise provided herein the agreement cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

SECTION 25. INCORPORATION OF RECITALS

The recitals set forth herein are intended, and are hereby deemed to be a part of this Agreement.

EXECUTED on the _____ day of _____, 2018, by City, signing by and through its City Manager.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Bruce D. Glasscock, City Manager

APPROVED AS TO FORM:

Paige Mims, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2018, by Bruce D. Glasscock, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

Notary Public, State of Texas

My Commission Expires: _____

2016 Old Town Plano, LTD, and WJMP Enterprises, LTD

By: _____
William Cravens, President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of _____, 2018,
by William Cravens, President of **2016 Old Town Plano, LTD, and WJMP Enterprises, LTD.**

Notary Public, State of Texas

My Commission Expires: _____

Legal Description



EXHIBIT B

PRELIMINARY SITE PLAN

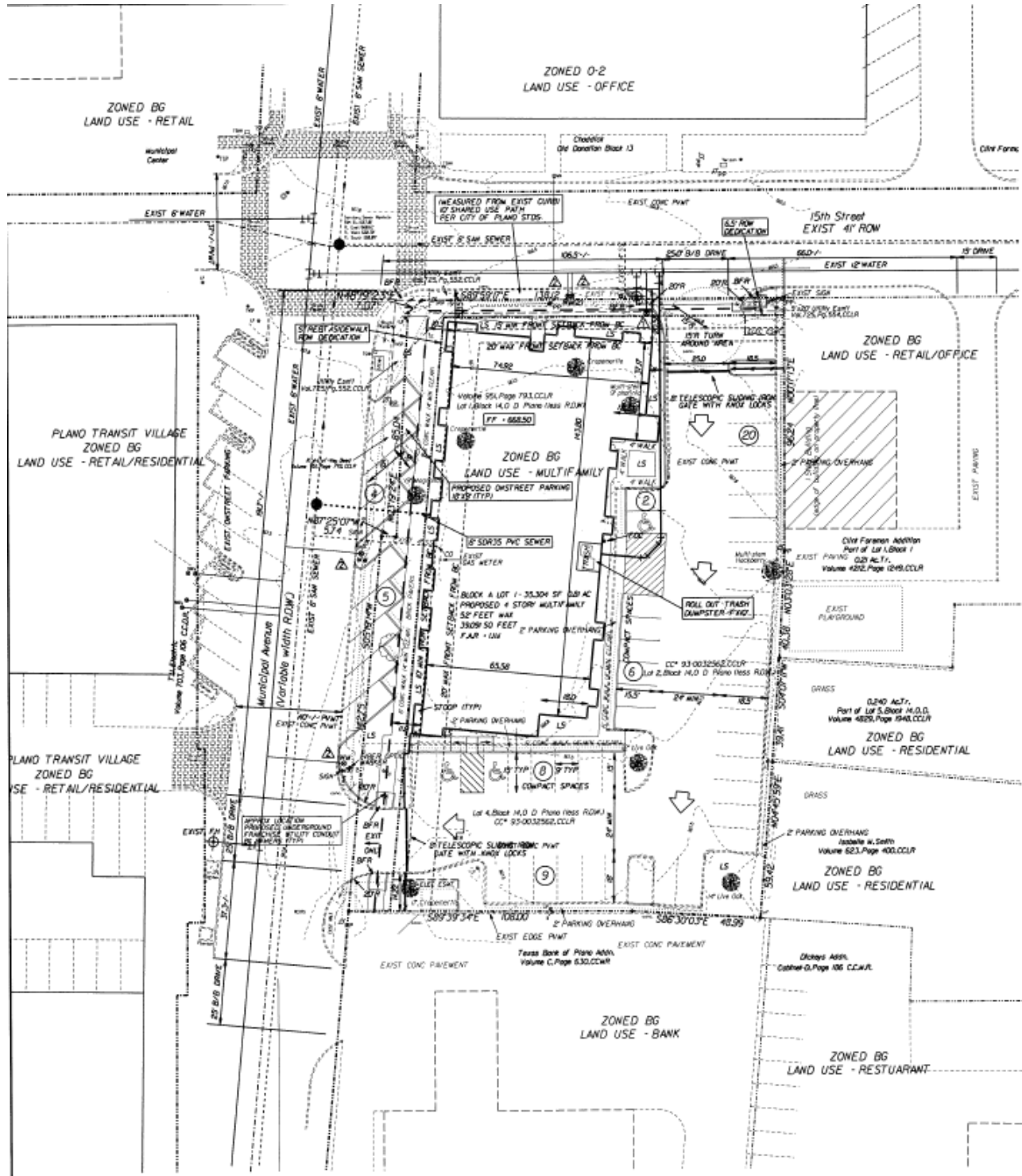


EXHIBIT C

Description and Cost Estimates of Public Improvements

SUMMARY DESCRIPTION AND CONSTRUCTION COST ALLOWANCE OF PUBLIC IMPROVEMENTS

Public Improvements of Two Hundred Eighty-One Thousand Four Hundred and Ninety-Seven Dollars (\$281,497) are comprised of the following scope items:

- A. Demolition and Hazard Abatement: Reimbursement of the cost of clearing of the old Chamber of Commerce building and related abatement of hazardous materials. The requested TIF funding is the actual cost of the work in an amount not to exceed \$35,000.
- B. Streets, Utilities, and Landscaping: (1) Reimbursement of the cost of on-street parking, brick sidewalks, street trees, ornamental street lights and other improvements in the public right-of-way. In addition, the reimbursement of the cost of off-site adjustments to public utilities as required to provide service to the site. The requested TIF funding is the actual cost of the work in an amount not to exceed \$136,407.

(2) Construction of conduit and related improvements in preparation for the future relocation of overhead franchise utilities adjacent to the site along Municipal Avenue and 15th Street. This work also includes demolition and relocation of other utilities and improvements as required. The work is to be performed as specified on the project plans approved by the City in the not to exceed amount of \$110,090.

EXHIBIT D

Contractor's and Developer's Insurance Requirements

CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

Commercial General Liability Insurance—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

Commercial Automobile Liability—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

Workers' Compensation & Employer Liability—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

Professional Liability (E&O) Insurance--(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

EXHIBIT E
Maintenance Bond

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That _____, hereinafter called "**Principal**", and _____, a corporation organized and existing under the laws of the State of _____ and licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home rule municipal corporation hereinafter called "Beneficiary", in the amount of _____ **DOLLARS** (\$_____), in lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, and firmly by these presents. This bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference for the construction of certain public improvements that are generally described as follows:

NOW, THEREFORE, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the date of final acceptance and do and perform all necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so it is agreed that the City may do such work and supply such materials and charge the same against Principal and Surety on this obligation.

PROVIDED, FURTHER, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

PROVIDED FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same

shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, _____.

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST: _____
BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST: _____
BY: _____
TITLE: _____

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on Page 1 of Maintenance Bond must be same date that City Council awarded Contract. Date on Page 2 of Maintenance Bond must be after date of Contract. If Resident Agent is not a corporation, give a person's name.

EXHIBIT F

Affidavit of No Prohibited Interest

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of _____, a _____ organized under the laws of the State of _____, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of _____, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a

- protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
 - (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
 - (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
 - (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
 - (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
 - (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
 - (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
 - (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following:
[PLEASE CHECK BELOW, IF APPLICABLE]

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Company Name

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

Notary Public, State of Texas

EXHIBIT G

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2270.001

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

Company Name: _____
SIGNED BY: _____
Print Name & Title: _____
Date Signed: _____

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

This Certification is required from a Company for contracts of goods or services (which includes contracts formed through purchase orders) over \$50,000.

EXHIBIT H

CERTIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2264

_____ ("Developer") hereby certifies that Developer, and the branches, divisions, and departments of Developer, do not and will not knowingly employ an Undocumented Worker. For purposes of this certification "Undocumented Worker" means an individual who, at the time of employment, is not: (A) lawfully admitted for permanent residence to the United States; or (B) authorized under law to be employed in that manner in the United States.

In the event that during the term of an agreement for a Public Subsidy from the City of Plano, Developer or any branch, division, or department of Developer, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Developer, Developer must repay, within one hundred twenty (120) calendar days following receipt of written demand from the City of Plano, the aggregate amount of any Public Subsidy received by Developer from the City of Plano, if any, plus Simple Interest at a rate of two percent (2%) per annum.

For the purposes of this Certification, "Public Subsidy" means a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry, or sector of the state's economy or to create or retain jobs in this state. The term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates, or tax abatements. "Simple Interest" is defined as a rate of interest applied only to an original amount of a grant payment made to Developer by the City. This rate of interest can be applied each year or prorated as to partial years, but will only apply to the amount of subsidies received hereunder and is not applied to interest calculated. For example, if a subsidy payment received by Developer is \$10,000 and it is required to be paid back with one percent (1%) interest five years later, the total amount would be $\$10,000 + [5 \times (\$10,000 \times 0.01)]$, which is \$10,500. As provided by Chapter 2264 of the Government Code, this repayment obligation shall not apply to convictions of any affiliate of Developer, any franchisee of Developer, or any person or entity with whom Developer contracts.

DEVELOPER:

By: _____

Name: _____

Its: _____



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve a License Agreement between the City of Plano, Texas, and Dallas Area Rapid Transit for the Plano Transit Village Veloweb project; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

CIP

FISCAL YEAR: 2017-18	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	142,805	2,662,194	0	2,804,999
Encumbered/Expended Amount	-142,805	-2,554,412	0	-2,697,217
This Item	0	0	0	0
Balance	0	107,782	0	107,782

FUND(S): Park Improvement CIP

COMMENTS: This item has no financial impact as the license agreement is not expected to be invoiced.

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence, Partnering for Community Benefit

Plano Tomorrow Plan Pillar:

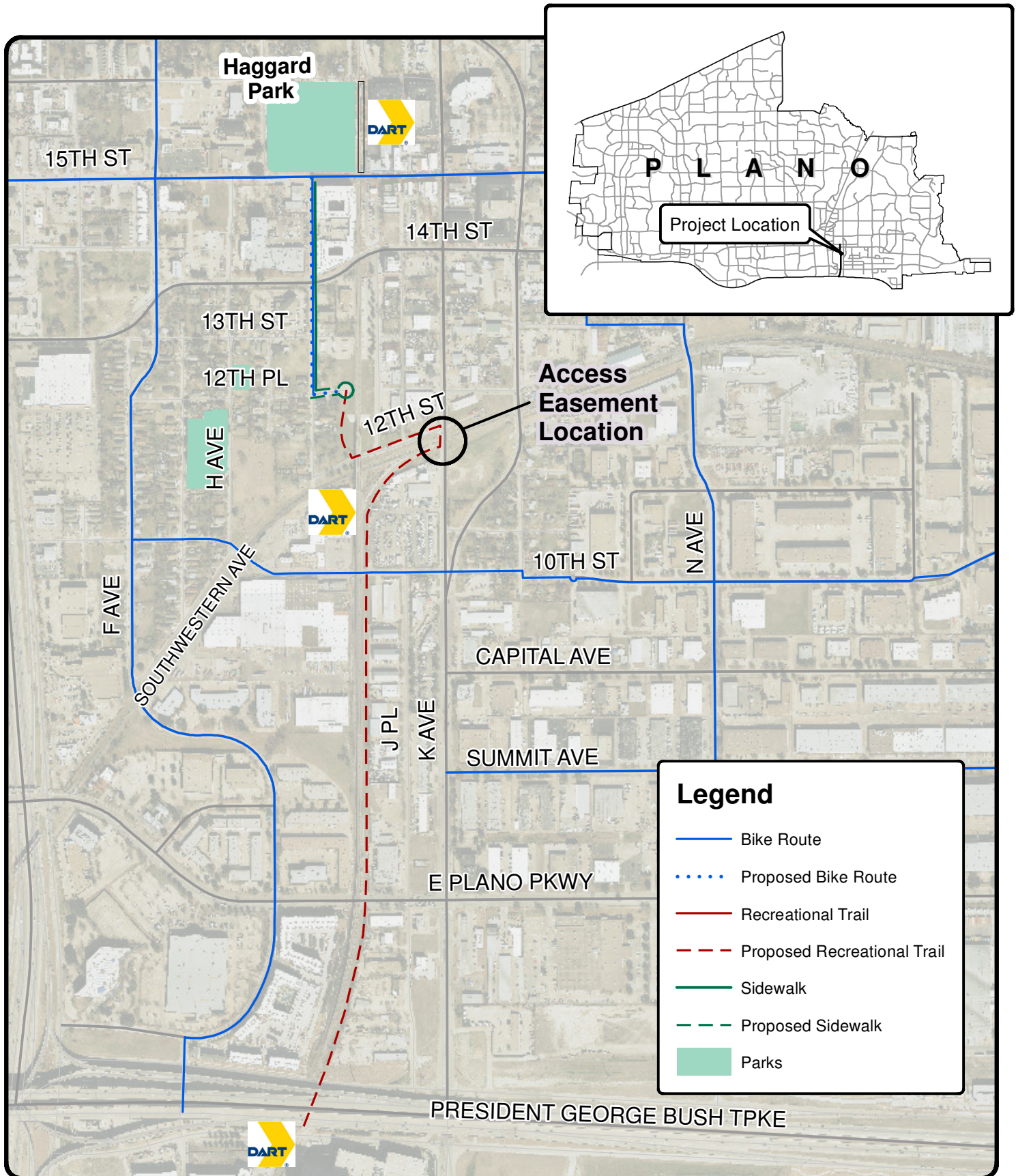
Social Environment, Regionalism

ATTACHMENTS:

Description	Upload Date	Type
Location Map	7/27/2018	Map
Recommendation Memo	8/23/2018	Memo
License Agreement	8/9/2018	Agreement

Location Map

Plano Transit Village Veloweb



Date: August 27, 2018

To: Bruce D. Glasscock, City Manager

From: Robin Reeves, Director of Parks and Recreation

Subject: License Agreement between the City of Plano, Texas, and Dallas Area Rapid Transit for the Plano Transit Village Veloweb Project

City Council previously approved construction of the Plano Transit Village Veloweb which is a 12' wide hike and bike trail within the Dallas Area Rapid Transit (DART) right-of-way between the President George Bush Turnpike and 12th Place in Plano. The trail will provide a connection between the cities of Richardson and Plano linking the future 12th Street DART station and the Bush/City Line DART station in Richardson. TxDOT has oversight over the project since it is partially funded by state and federal funding.

The trail will cross a portion of the DART Cottonbelt rail line at K Avenue. This License Agreement is required by DART to access and perform construction at the crossing of their rail line. There is no cost to the City of this License Agreement.

If this agreement is not approved, the project will not be able to be built across the DART rail line and the trail will be incomplete.

LICENSE AGREEMENT

THIS Agreement ("License"), is made by and between DALLAS AREA RAPID TRANSIT ("Licensor"), a regional transportation authority, created, organized and existing pursuant to Chapter 452, Texas Transportation Code, as amended (the "Act") and the City of Plano ("Licensee"), a Texas municipality acting herein by and through its duly authorized official, whose mailing address is 5901 Los Rios Boulevard, Plano, Texas 75074.

Pursuant to an agreement between Licensor and Kansas City Southern Railway, (hereinafter the "Railroad"), freight railroad operations exist on Licensor's corridor.

1. **Purpose.** Licensor hereby grants a license (the "License") to Licensee for the purposes of constructing, installing, maintaining and operating a 10 foot wide hike and bike trail on the west side of and adjacent to the existing road crossing at southbound K Avenue which is located between 12th Street and 11th Street (the "Permitted Improvement") crossing the Cotton Belt Line at Mile Post 589.63, (**Latitude: 33.015132, Longitude: -96.699379**) in Plano, Collin County, Texas, more particularly described as shown in Exhibits "A-1" through "A-4" dated April 19, 2017, attached hereto and incorporated herein for all pertinent purposes, (the "Property").

The Property shall be used by Licensee solely for the purpose of operating and maintaining the Permitted Improvement (the "Permitted Use"). Licensee's right to enter upon and use the Property shall be limited solely to the Permitted Use and the Permitted Improvement.

2. **Term.** This License shall begin on the **1st day of September, 2018** (the "Term") and continue thereafter until terminated by either party as provided herein.

3. **Consideration.** The consideration for the granting of this License shall be (a) **TEN AND NO/100 (\$10.00) DOLLARS** cash in hand paid by Licensee to Licensor, the sufficiency and receipt, of which is hereby acknowledged, and (b) the faithful performance by Licensee of all of the covenants and agreements undertaken by Licensee in this License.

4. **Non Exclusive License.** This License is non-exclusive and is subject to (a) any existing utility, drainage or communication facility located in, on, under, or upon the Property owned by Licensor, any Railroad, utility, or communication company, public or private; (b) all vested rights presently owned by any Railroad, utility or communication company, located within the boundaries of the Property; and (c) any existing lease, license or other interest in the Property granted by Licensor to any individual, corporation or other entity, public or private.

5. **Design, Construction, Operation and Maintenance.** Licensor's use of the Property and adjoining property may include the use of electrically powered equipment. Notwithstanding Licensor's inclusion within its system of measures designed to reduce stray current which may cause corrosion, **Licensee is hereby warned that such measures may not prevent electrical current being present in proximity to the Permitted Improvement and that such presence could produce corrosive effects to the Permitted Improvement. Licensee waives any claim and releases Licensor with regard to any claim arising from such corrosion.**

5.01. All design, construction, reconstruction, replacement, removal, operation and maintenance of the Permitted Improvement on the Property shall be done in such a manner so as not to interfere in any way with the operations of Licensor or other Railroad operations. In particular, cathodic protection or other stray current corrosion control measures of the Permitted Improvement as required shall be made a part of the design and construction of the Permitted Improvement.

5.02. During the design phase and prior to commencing any construction on the Property, a copy of the construction plans showing the exact location, type and depth of the construction, any cathodic protection measures and any working area, shall be submitted for written approval to Licensor and Railroad. Such approval shall not be unreasonably withheld. No work shall commence until said plans have been approved by Licensor.

5.03. Licensee agrees to design, construct and maintain the Permitted Improvement in such a manner so as not to create a hazard to the use of the Property, and further agrees to pay any damages which may arise by reason of Licensee's use of the Property consistent with the indemnification obligations in this agreement.

5.04. Licensee covenants and agrees to institute and maintain a reasonable testing program to determine whether or not additional cathodic protection of its Permitted Improvement is necessary and if it is or should become necessary, such protection shall be immediately instituted by Licensee at its sole cost and expense.

5.05. **Licensor makes no warranty regarding subsurface installations on the Property. Licensee shall conduct its own inspection of same and will not rely on the absence or presence of markers.**

5.06. **Licensee shall provide to Licensor final construction drawings ("as-builts") that are signed and sealed by a Texas Professional Engineer within sixty ("60") days of completion of the project or a \$100.00 fee per month will be assessed until they are received.**

6. **Governmental Approvals.** Licensee, at its sole cost and expense, shall be responsible for and shall obtain, any and all licenses, permits, or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein.

7. Licensor's Standard Contract and Insurance.

7.01 No work on the Property shall be commenced by Licensee or any contractor for Licensee until such Licensee or contractor shall have executed Licensor's Construction Agreement and Contractor's Right of Entry covering such work, and has furnished insurance coverage in such amounts and types as shall be satisfactory to Licensor. A company-issued photo identification of Licensee's employees, contractors or agents shall be required to work on the Property.

7.02 Licensee shall procure and maintain at its sole cost and expense, Commercial General Liability Insurance with a per occurrence limit of liability of no less than \$2,000,000 naming DART as an additional insured for ongoing and completed operations without any qualifications or restrictions. DART must be given thirty (30) days prior written notice of any proposed cancellation or modification. The policy shall be endorsed waiving the issuing insurance company's rights of recovery against DART whether by way of subrogation or otherwise.

8. Duty of Care in Construction. Licensee or its contractor shall use reasonable care during the construction period and thereafter, to avoid damaging any existing buildings, equipment and vegetation on or about the Property and any adjacent property owned by or under the control of Licensors. If the Licensee or its contractor causes damage to the Property or any adjacent property, the Licensee and/or its contractor shall immediately replace or repair the damage at no cost or expense to Licensors. If Licensee or its contractor fails or refuses to make or effect any such repair or replacement, Licensors shall have the right, but not the obligation, to make or effect any such repair or replacement at the sole cost and expense of Licensee, which cost and expense Licensee agrees to pay to Licensors upon demand.

9. Environmental Protection.

9.01. Licensee shall not use or permit the use of the Property for any purpose that may be in violation of any local, state or federal laws pertaining to health or the environment, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Clean Water Act ("CWA") and the Clean Air Act ("CAA").

9.02. Licensee warrants that the Permitted Use of the Property will not result in the disposal or other release of any hazardous substance or solid waste on or to the Property, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Property by Licensee or its Contractors.

9.03. The terms "hazardous substance" and "release" shall have the meanings specified in CERCLA and the terms "solid waste" and "disposal" (or "disposed") shall have the meanings specified in the RCRA; PROVIDED, HOWEVER, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and PROVIDED FURTHER, that to the extent that the laws of the State of Texas establish a meaning for "hazardous substance", "release", "solid waste", or "disposal", which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

9.04. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by laws and the Constitution of the State of Texas, **Licensee shall indemnify, defend and hold Licensors and Railroad harmless against all cost of environmental clean up to the Property resulting from Licensee's use of the Property under this License.**

10. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on, or about the Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Property by reason of any work done or materials furnished to the Property at Licensee's instance or request.

11. Maintenance of Completed Improvements. The Permitted Improvement shall be maintained by the Licensee in such a manner as to keep the Property in a good and safe condition with respect to Licensee's use. In the event the Licensee fails to maintain the Property as required, upon discovery, Licensors shall notify Licensee of such occurrence in writing. In the event Licensee shall not have remedied the failure within ten (10) days from the date of such notice, Licensors shall have the right, but not the obligation to remedy such failure at the sole cost and expense of Licensee. In the event Licensors exercises its right to remedy Licensee's failure, Licensee agrees to immediately pay to Licensors all costs incurred by Licensors upon demand.

12. Future Use by Licenser.

12.01. This License is made expressly subject and subordinate to the right of Licenser to use the Property for any purpose whatsoever.

12.02. In the event that Licenser shall, at any time subsequent to the date of this License, at its sole discretion, determine that the relocation of the Permitted Improvement shall be necessary or convenient for Licenser 's use of the Property, Licensee shall, at its sole cost and expense relocate said Permitted Improvement so as not to interfere with Licenser 's or Licenser 's assigns use of the Property. In this regard, Licenser may, but is not obligated to, designate other property for the relocation of the Permitted Improvement. Licenser shall give a minimum of thirty (30) days written notice of any required relocation. Licensee shall promptly commence to make the required changes thereafter and shall diligently complete the relocation as required within a reasonable period.

13. Relocation Benefits. The parties hereto agree that the construction of the Permitted Improvement on the Property shall be subsequent to the acquisition of the Property by Licenser and that Licensee does hereby waive any and all claim that it may have under the Act, or otherwise, regarding the payment of any and all relocation benefits and that all costs associated with any relocation of such Improvements shall be borne by Licensee.

14. Duration of License. This License shall terminate and be of no further force and effect (a) in the event Licensee shall discontinue or abandon the use of the Permitted Improvement; (b) in the event Licensee shall relocate the Permitted Improvement from the Property; (c) upon termination in accordance with paragraph 19 of this License, whichever event first occurs.

15. Compliance With Laws and Regulations. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and by railroad regulations, policies and operating procedures established by the Railroad, or other applicable railroad regulating bodies, and without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by laws and the Constitution of the State of Texas, Licensee agrees to indemnify and hold Licenser harmless from any failure to so abide and all actions resulting therefrom.

16. Indemnification. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by laws and the Constitution of the State of Texas, Licensee shall at all times protect, indemnify, defend and hold Licenser and the Railroad harmless against and from any and all loss, cost, damage or expense, including attorney's fees and including, without limitation, claims of negligence, arising out of this License (including by example and not limitation, Licensee's acts or failure to act hereunder), Licensee's use in any way of the Property, or arising from any accident or other occurrence on or about the Property, resulting in personal injury, death, or property damage, except to the extent fault is judicially determined against Licenser.

17. Termination of License. At such time as this License may be terminated or canceled for any reason whatsoever, Licensee, upon request by Licenser, shall remove all improvements and appurtenances owned by it, situated in, on, under or attached to the Property, regardless of whether or not such improvements were placed thereon by Licensee, and shall restore the Property to a condition satisfactory to Licenser, at Licensee's sole expense.

18. **Assignment.** Licensee shall not assign or transfer its rights under this License in whole or in part, or permit any other person or entity to use the License hereby granted without the prior written consent of Licensors which Licensors is **under no obligation to grant.**

19. **Methods of Termination.** This License may be terminated in either of the following ways:

19.01. By written agreement of both parties; or

19.02. By either party giving the other party ninety (90) days written notice.

20. **Miscellaneous.**

20.01. Notice. When notice is permitted or required by this License, it shall be in writing and shall be deemed delivered when delivered in person or when placed, postage prepaid, in the U.S. Mail, Certified, Return Receipt Requested, and addressed to the parties at the following addresses:

LICENSOR:	Dallas Area Rapid Transit	OR	
	1401 Pacific Avenue		P. O. Box 660163
	Dallas, Texas 75202-7210		Dallas, Texas 75266-7210
	ATTN: Railroad Management		

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

Either party may from time to time designate another and different address for receipt of notice by giving written notice of such change of address.

20.02. Governing Law. This License shall be construed under and in accordance with the laws of the State of Texas and venue shall lie in Collin County.

20.03. Entirety and Amendments. This License embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and the matters addressed herein, and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought.

20.04. Parties Bound. This License shall be binding upon and inure to the benefit of the executing parties and their respective heirs, personal representatives, successors and assigns.

20.05. Number and Gender. Words of any gender used in this License shall be held and construed to include any other gender; and words in the singular shall include the plural and vice versa, unless the text clearly requires otherwise.

20.06. No Joint Enterprise. The parties do not intend that this License be construed as finding that the parties have formed a joint enterprise. The purposes for which each party has entered into this License are separate and distinct. It is not the intent of any of the parties that a joint enterprise relationship is being entered into and the parties hereto specifically disclaim such relationship. This License does not constitute a joint enterprise, as there are no common pecuniary interests, no common purpose and no equal right of control among the parties hereto.

20.07. Counterparts. The parties may execute this Agreement in multiple originals and when taken together, those originals constitute a whole.

20.08. Survival of Indemnity. **WITHOUT WAIVING THE DOCTRINES OF SOVEREIGN IMMUNITY AND IMMUNITY FROM SUIT, AND TO THE EXTENT PERMITTED BY THE LAWS OF AND CONSTITUTION OF THE STATE OF TEXAS, THE IDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMS OF THIS LICENSE.**

IN WITNESS WHEREOF, the parties have executed this License on the date last signed.

LICENSOR: DALLAS AREA RAPID TRANSIT

BY: _____

BONNIE MURPHY

Vice President

Commuter Rail and Railroad Management

Date: _____

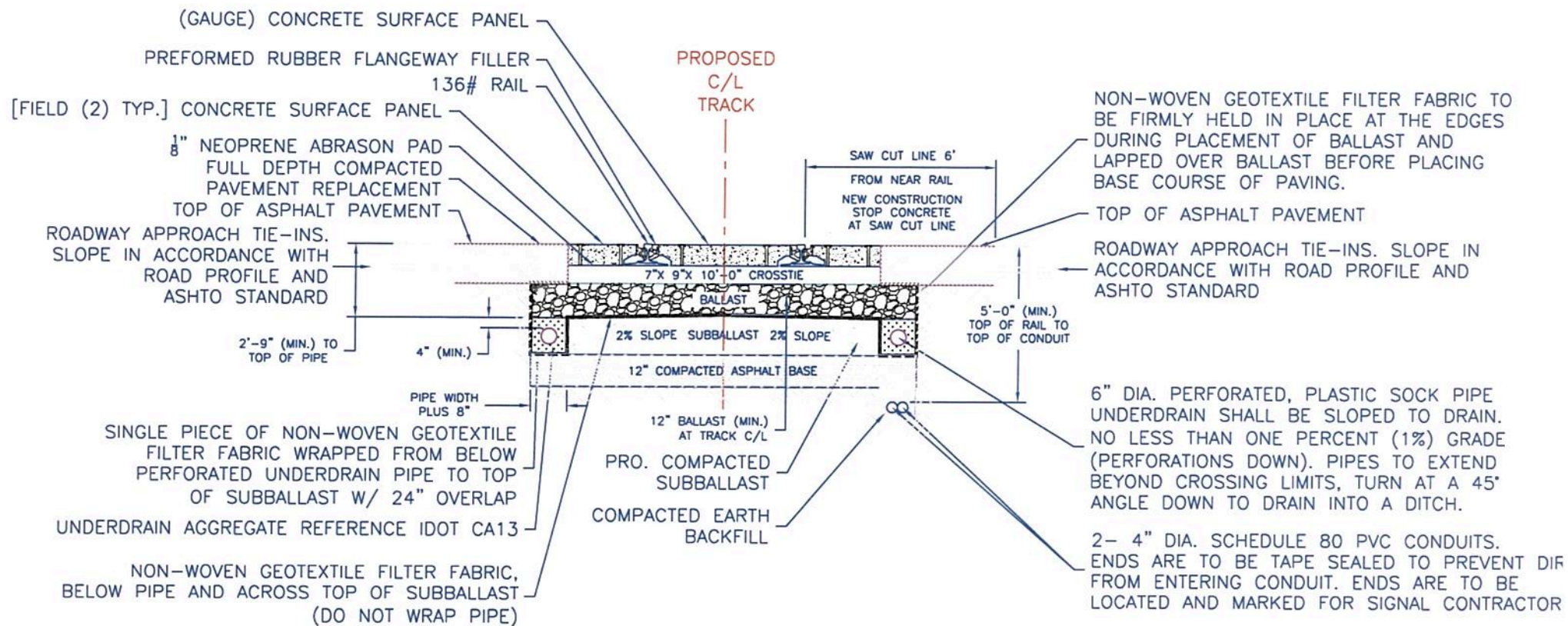
LICENSEE: CITY OF PLANO

BY: _____

Printed Name: _____

Title: _____

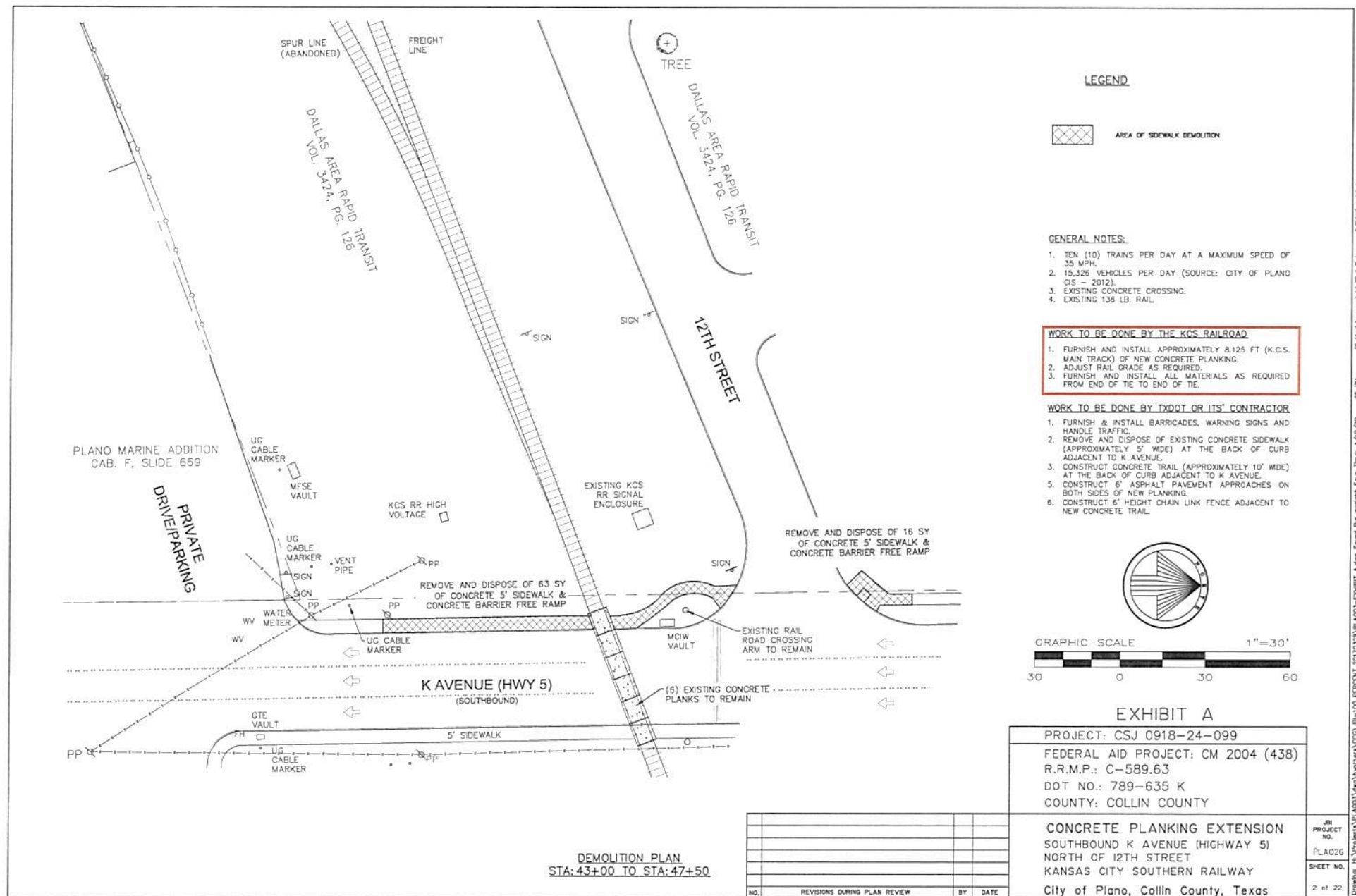
Date: _____

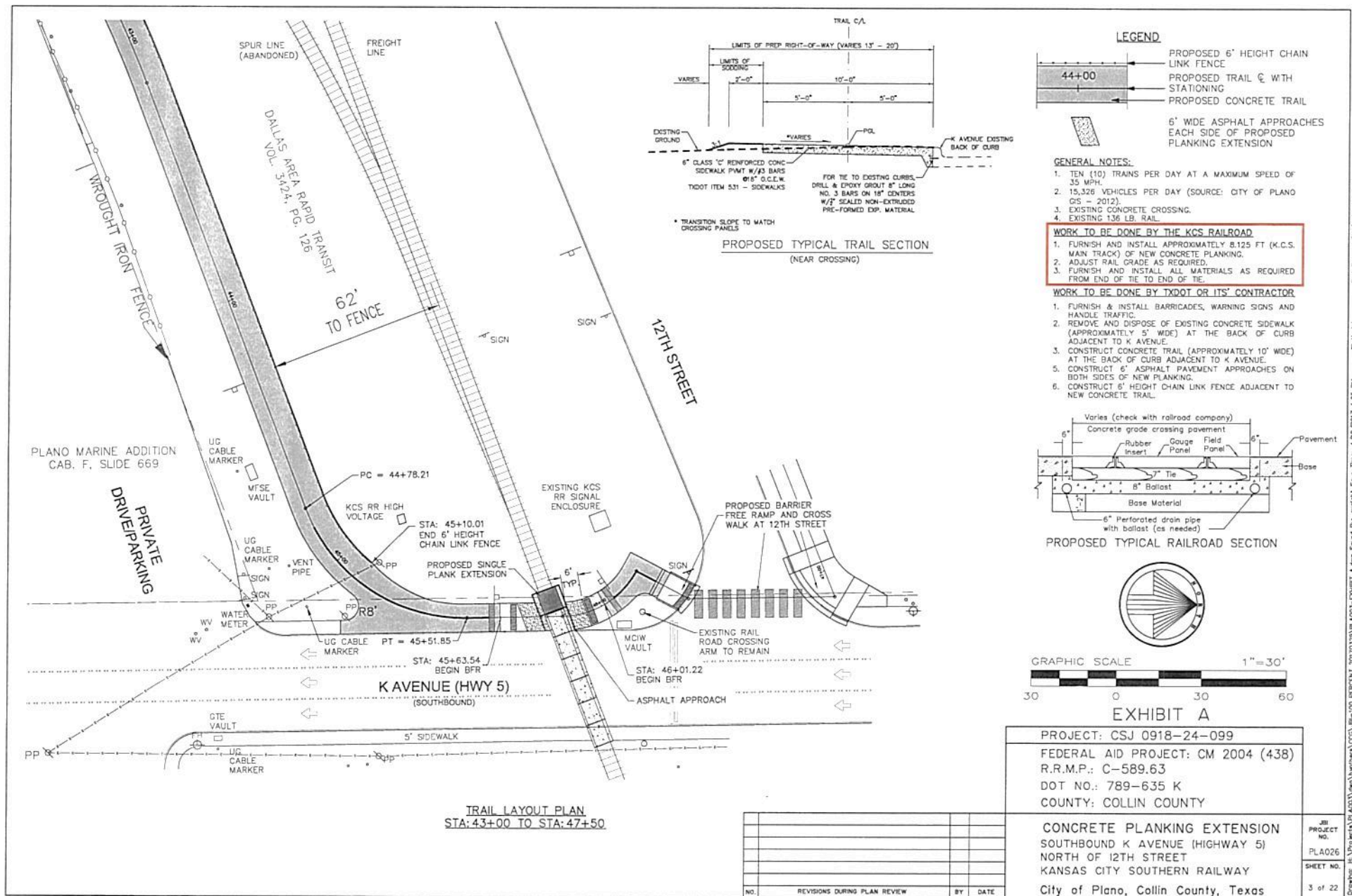


TYPICAL SECTION THROUGH ROADWAY CROSSING

(NOT TO SCALE)

NOTE:
CARE SHOULD BE TAKEN NOT TO PUNCTURE FABRIC DURING COMPACTION OF BALLAST.







CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Parks

Department Head: Robin Reeves

Agenda Coordinator: Susan Berger

CAPTION

To approve a Landscape Maintenance Agreement between the City of Plano and the Texas Department of Transportation (TxDOT) to establish that the City will maintain the landscape and hardscape installed by TxDOT on the portions of Preston Road through the Green Ribbon Program; and authorizing the City Manager to execute all necessary documents. **Approved**

FINANCIAL SUMMARY

Operating Expense

FISCAL YEAR: 2018-19	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
Balance	0	0	0	0

FUND(S): General Fund

COMMENTS:

This item requires the City of Plano to assume maintenance of landscape improvements installed by TxDOT, which was anticipated within the 2018-19 Proposed Park Maintenance budget along with other Community Investment Program acquisitions and improvements. The specific cost of annual maintenance will vary given future costs for water, landscaping materials and services and park maintenance personnel.

SUMMARY OF ITEM

See recommendation memo.

Strategic Plan Goal:

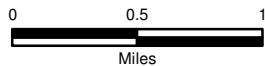
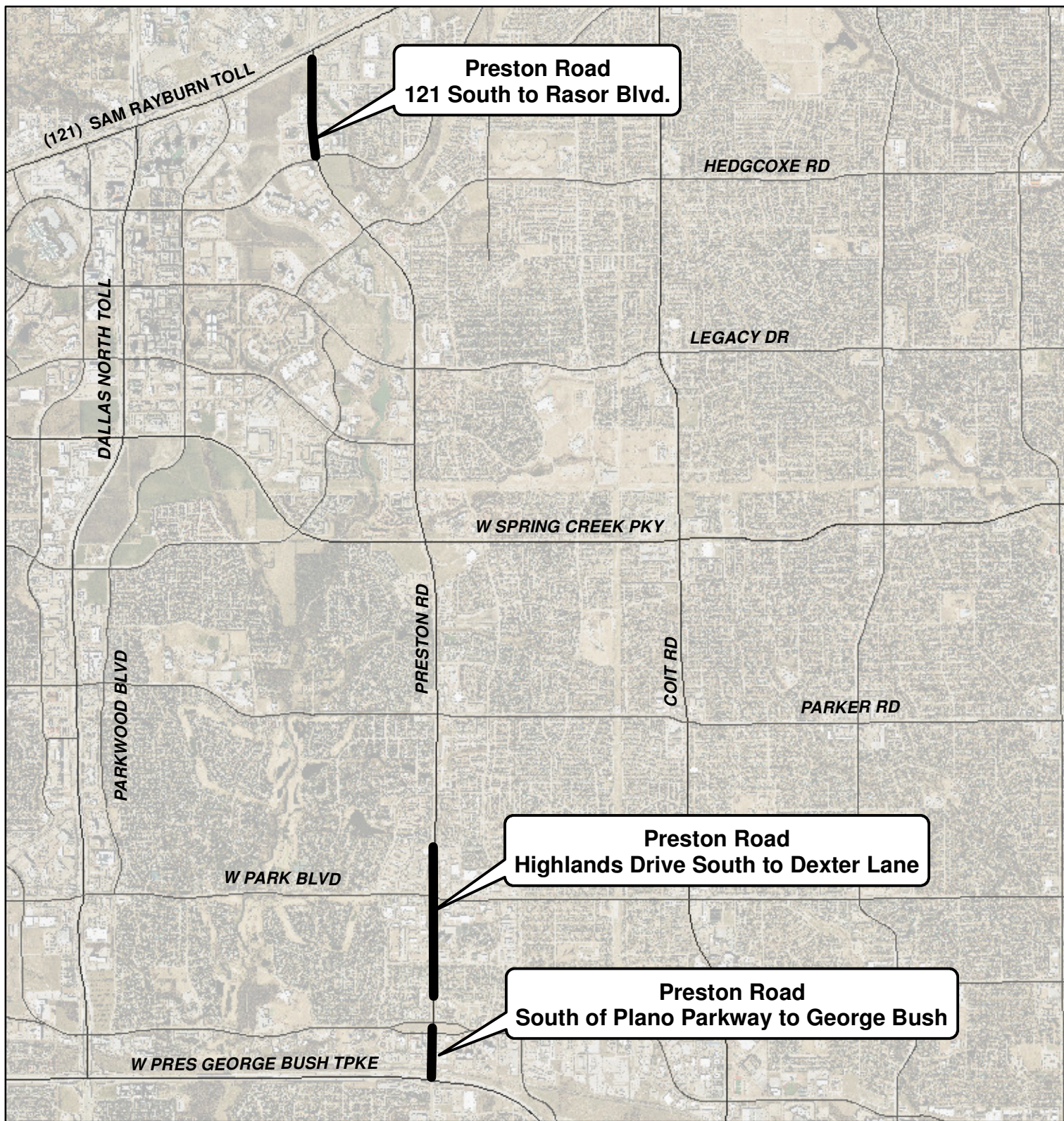
Financially Strong City with Service Excellence, Great Neighborhoods - 1st Choice to Live

Plano Tomorrow Plan Pillar:

Built Environment, Regionalism

ATTACHMENTS:

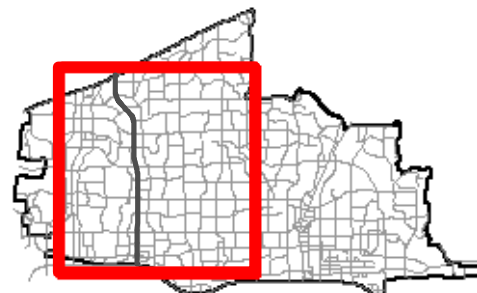
Description	Upload Date	Type
Location Map	8/14/2018	Map
Recommendation Memo	8/23/2018	Memo
Agreement	8/14/2018	Agreement



Preston Road

TXDOT Median Road
Improvements Landscape
Maintenance Agreement

Project Location



Date: August 27, 2018

To: Bruce D. Glasscock, City Manager

Via: Robin Reeves, Director of Parks and Recreation

Subject: TxDOT Median Landscape Improvements on Preston Road

In 2015 the City of Plano learned about the Green Ribbon Grant program sponsored by the Texas Department of Transportation (TxDOT) to enhance state highways. The Parks and Recreation department met with TxDOT landscape architect, Stephen Copley, to discuss the program and median improvements along Preston Road, a site eligible in the grant program because it is a state highway.

Through the grant program, TxDOT offered to design, install and maintain the landscaping and irrigation for 1-year, with the understanding that the City of Plano Parks and Recreation Department would maintain the new landscape afterwards. Prior to this grant opportunity, the median landscaping along Preston Road was composed of trees and turf, which were already maintained by the Parks and Recreation Department.

The sections of median along Preston Road that were selected by TxDOT for the improvements include Sam Rayburn Tollway south to Rasor Boulevard, Highland Drive south to Dexter Lane, and Plano Parkway south to the President George Bush Tollway. Improvements include decomposed granite, river rock, irrigation, plants and trees. The approximate value of the Green Ribbon Grant to the City of Plano is \$750,000.

Construction began in September, 2016 and was complete in June, 2017. The one-year maintenance period began in June, 2017 and is now complete. Funding for maintenance of these landscape areas was anticipated in the 2018-19 proposed park maintenance budget. Grant funds provided by TxDOT covered all of the costs for the design, installation and first year of maintenance.

Other cities in the area that have participated in this grant program along with Plano include Rowlett, Celina and Frisco. Not approving the Landscape Maintenance Agreement with TxDOT would require that TxDOT remove the improvements.

LANDSCAPE MAINTENANCE AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and between the Texas Department of Transportation, hereinafter referred to as the "State," and the City of _____, _____ County, Texas, acting by and through its duly authorized officers, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated _____, **the provisions of which are incorporated herein by reference**, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State has existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on non-controlled access state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as "State Maintained and Operated" in that agreement.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State shall install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardscape features through its employees or duly appointed agents. Any installations shall be performed in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right of way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not be limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. All landscape elements must be maintained in a functional and aesthetically pleasing condition.

TERMINATION

It is understood and agreed between the parties hereto that should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of _____ on the _____ day of _____, year _____, and the Texas Department of Transportation, on the _____ day of _____, year _____.

ATTEST:

CITY OF _____
By _____
(Title of Signing Official)

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and the established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____
District Engineer

District

Attachments

Attachment “A”
Plans of Proposed Landscape Development

This Attachment consists of plans of proposed landscape development. The complete Attachment is on file in the Parks and Recreation Department and may be viewed in its entirety by contacting the department during normal business hours.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: HR

Department Head: Shanté Akafia

Agenda Coordinator: Teresa Exley

CAPTION

To approve City of Plano Section 115 Post-Employment Benefits Trust as Amended and Restated to be effective September 1, 2018 and City of Plano Welfare Benefit Plan to be effective January 1, 2019.

Approved

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

These updates are necessary to reflect current practices and comply with new state and federal regulations.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Memo	8/22/2018	Memo
City of Plano Section 115 Post-Employment Benefits Trust	8/10/2018	Attachment
Redlined version of City of Plano Section 115 Post-Employment Benefits Trust	8/10/2018	Attachment
City of Plano Welfare Benefit Plan	8/10/2018	Attachment
Redlined version of City of Plano Welfare Benefit Plan	8/10/2018	Attachment

Date: August 13, 2018

To: Bruce D. Glasscock, City Manager

Through: Jim Parrish, Deputy City Manager
Shante Akafia, Director of Human Resources and Risk Management

From: Andrea Cockrell, Administrative Services Manager

Subject: Revised Welfare Benefit Plan Document and Revised Section 115 Post-Employment Benefits Trust Document

In 2007, the City Council approved the City of Plano Welfare Benefit Plan document which serves as the governance document for the various benefit component plans of the City. In 2008, the City established a trust under Section 115 of the Internal Revenue Code for the City's other post-employment benefits which are component plans under the Welfare Benefit Plan document.

The City recently underwent an update of these plan and trust documents in conjunction with the City Attorney's office, as well as an outside Plan counsel to ensure the documents were up to date with the most recent practices as well as any new regulations that had been implemented or changed subsequent to the initial implementation.

Below is a summary of material changes to both documents. Also attached are the revised documents, including the redlined version.

Section 115 Post-Employment Benefits Trust

- Revise the document to make it a governing document for the trust, but bifurcate more specific contractual terms that will apply to the third party trustee (currently Wells Fargo), which will be governed by a separate trust agreement going forward
- Rename the trust the City of Plano Section 115 Post-Employment Benefits Trust to better reflect its purpose
- Revise the definitions section to conform to related changes being made to the Welfare Benefit Plan document
- Clarify that the trust operates on a calendar year
- Revise Section 4.01 to better reflect the trust's current investment practices
- Revise Section 4.02 to incorporate the trust's current investment and funding policy by reference
- Revise Section 6.02 to permit greater flexibility with respect to certain trust accounting and meeting requirements

Welfare Benefit Plan Document

- Add a definition of "Component Plan Document" to incorporate benefits booklets, insurance contracts, summary plan descriptions, and similar outside documents by reference, so that the

plan will not need to be amended as the terms of individual benefit programs change over time (for example, when design changes are made to the City's medical plan options)

- Revise Section 2.02 to note that certain service credits are made for active employees with respect to their potential future entitlement for retiree benefits, in accordance with separate service crediting procedures maintained by the City
- Added Section 2.04, to set forth standard provisions for enrolling in benefits offered under the plan
- Update the plan's overpayment and recovery provisions in Sections 3.02 and 5.05, including to reflect compliance with Affordable Care Act limitations on "rescissions" of coverage
- Revise Section 4.01 of the plan to reflect compliance with changes in the law that have occurred since the plan was initially adopted
- Revise Article IV to reflect compliance with current HIPAA requirements, including amendments to HIPAA adopted in 2010 and related Department of Health and Human Services regulations implementing such amendments
- Clarify the plan's provisions on "Participating Employers" in Article VII, to the extent they may become applicable in the future, and make related changes to the plan's definitions section and Participating Employer's schedule at the end of the plan
- Revise the plan's provisions in Section 8.01 regarding assignment of benefit claims to health care providers
- Add Section 8.09 to the plan to address handling of missing participants
- Add Sections 8.12 and 8.14 to the plan to address employee cooperation with documentation requests and requests for a release, as needed, with respect to benefit payments
- Add Section 8.13 to the plan to clarify liability for medical decisions made by a participant and the participant's physician
- Add Section 8.15 to clarify that, except as provided in any insurance contract through which plan benefits are provided, a participant does not have a right to convert plan benefits to an individual policy upon termination of employment
- Update the list of Component Plans in Schedule 1.03(g)
- Update the list of Risk Pool Component Plans in Schedule 1.03(y)

Impact of Changes

There is no financial impact as a result of the changes. The changes were made to ensure all current practices were reflected in the legal documents as well as to ensure continuing compliance with all relevant legal regulations.

**CITY OF PLANO
SECTION 115 POST-EMPLOYMENT
BENEFITS TRUST**

As Amended and Restated Effective September 1, 2018

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINITIONS AND INTERPRETATION.....	1
1.01 Definitions.....	1
1.02 Interpretation	2
ARTICLE II. CONTRIBUTIONS TO THE TRUST FUND	3
2.01 Receipt of Contributions.....	3
2.02 Obligations of the Section 115 Trustee	3
ARTICLE III. PAYMENTS FROM THE TRUST FUND.....	4
3.01 Payments Directed by the Plan Administrator	4
3.02 Essential Government Function.....	4
3.03 Impossibility of Diversion	4
ARTICLE IV. INVESTMENT OF THE TRUST FUND	5
4.01 Investment Authority	5
4.02 Establishment of Trust Funding Policy	5
4.03 Section 115 Trustee's Adherence to Trust Funding Policy	6
4.04 Investment Manager	6
ARTICLE V. POWERS OF TRUSTEE	7
5.01 Powers.....	7
5.02 Compensation and Expenses.....	9
5.03 Taxes Paid from Trust Fund.	9
ARTICLE VI. TRUSTEE DUTIES	10
6.01 Standard of Care	10
6.02 Accounts and Records	10
6.03 Limitation on Section 115 Trustee's Liability	11
6.04 Indemnification and Release.....	11
6.05 Insurance.....	11
6.06 No Prohibited Interest	11
ARTICLE VII. TRUSTEE APPOINTMENT, REMOVAL, AND RESIGNATION.....	12
7.01 Removal	12
7.02 Resignation	12
7.03 Report by Section 115 Trustee.	12
7.04 Successor Section 115 Trustee.....	12
ARTICLE VIII. AMENDMENT AND TERMINATION	14
8.01 Amendment	14
8.02 Termination	14
8.03 Payment of Funds on Liquidation	14
8.04 Liquidation Powers.....	15
ARTICLE IX. OTHER PROVISIONS.....	16
9.01 Limited Effect of Plan and Trust.....	16
9.02 Protective Clause	16

9.03 Nonalienation 16

9.04 Governing Law 16

9.05 Severability 16

9.06 Notices and Writing Requirement 17

9.07 Binding Effect 17

This document for the City of Plano Section 115 Post-Employment Benefits Trust (the “**Trust**”), which governs the operation of such Trust (the “**Trust Document**”), is hereby amended and restated effective September 1, 2018. Prior to such date, the Trust was governed by a Trust Agreement entered into by and between the City, the Risk Pool, the City in its capacity as Plan Administrator, and the Section 115 Trustee. Effective September 1, 2018, certain obligations, rights, and responsibilities of the Section 115 Trustee will instead be set forth in a separate Trust agreement between the City, the Risk Pool, and the Section 115 Trustee (the “**Trust Agreement**”), with the intent that this Trust Document, as it may be amended from time to time, will be incorporated into such Trust Agreement by reference. To the extent that any of the provisions of this Trust Document conflict with the provisions in the Trust Agreement, the provisions in this Trust Document will prevail.

RECITALS

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

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

WHEREAS, pursuant to the terms of the Plan and Chapter 172, benefits under a portion of the Plan that is a “Risk Pool Component Plan” (as defined in the Plan) may be paid by the Trust and the Risk Pool Trustees have the authority to appoint investment manager(s) or trustee(s) to invest the Risk Pool’s money, including through the Trust;

WHEREAS, the Trust was previously established, as described above, effective as of March 1, 2008, for the purpose of funding certain Plan benefits under the Risk Pool, including health benefits for eligible retirees and their dependents;

WHEREAS, the Trust Agreement was previously amended and restated by and among the City, the Risk Pool, the City in its capacity as Plan Administrator, and the Section 115 Trustee, effective March 1, 2013;

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

WHEREAS, the City and the Risk Pool Trustees wish the applicable Section 115 Trustee to hold and administer the Trust Fund;

NOW, THEREFORE, the City, Risk Pool, and Plan Administrator hereby adopt the following terms to govern operation and administration of the Trust:

ARTICLE I. DEFINITIONS AND INTERPRETATION

1.01 Definitions

- (a) **"Affiliate"** means an agency or instrumentality constituting an integral part of the City, an organization described in Code section 501(c)(3) which is affiliated with the City and whose income is excluded from gross income under Code section 115(1), or a separate political subdivision (within the meaning of Treasury Regulation section 1.103-1 (b)) which is affiliated with the City; provided that no entity shall be considered an Affiliate if such entity's participation in the Plan would cause the Plan to cease to be a "governmental plan" as defined by section 3(32) of ERISA or if such entity's participation in the portions of the Plan funded by the Trust would cause any income of the Trust not to be excludable from gross income under section 115(1) of the Code.
- (b) **"Chapter 172"** means Chapter 172 of the Texas Local Government Code, as amended.
- (c) **"City"** means the City of Plano, Texas.
- (d) **"Code"** means the Internal Revenue Code of 1986, as amended.
- (e) **"Component Plan Document"** means a "Component Plan Document" as such term is defined by the Plan.
- (f) **"Council"** means the elected governing authority of the City.
- (g) **"Effective Date"** means September 1, 2018.
- (h) **"Employer"** means the City and each Participating Employer, if any.
- (i) **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.
- (j) **"Investment Manager"** means an investment manager appointed by the Risk Pool Trustees in accordance with Section 4.04.
- (k) **"Participant"** means a "Participant" in one or more of the Risk Pool Component Plans that are funded through the Trust, as such term is defined by the Plan.
- (l) **"Participating Employer"** means a "Participating Employer" as such term is defined by the Plan.
- (m) **"Plan"** means the City of Plano Welfare Benefit Plan (including all Component Plan Documents), as it may be amended from time to time.
- (n) **"Plan Administrator"** means the applicable "Plan Administrator" of the Risk Pool Component Plans that are funded through the Trust, as such term is defined by the Plan. As of the Effective Date, the "Plan Administrator" is the City.
- (o) **"Risk Pool"** means the risk pool (as defined by Chapter 172) established by the City pursuant to the terms of the Plan.

- (p) **"Risk Pool Component Plan"** means a "Risk Pool Component Plan" as defined by the Plan.
- (q) **"Risk Pool Trustees"** mean the trustees of the Risk Pool who are appointed by the City pursuant to the Plan.
- (r) **"Section 115 Trustee"** means the trustee who executes a Trust Agreement, effective as of the dates set forth in such Trust Agreement, and any successors to such trustee.
- (s) **"Trust"** means the City of Plano Section 115 Post-Employment Benefits Trust as established effective March 1, 2018, and amended from time to time.
- (t) **"Trust Agreement"** means a separate trust agreement entered into with the Section 115 Trustee, governing its responsibilities, obligations, and rights as such Section 115 Trustee, as it may be amended from time to time.
- (u) **"Trust Document"** means this document governing operation of the Trust, as it may be amended from time to time.
- (v) **"Trust Fund"** means all money and property, of every kind and character, including principal and income, held by the Section 115 Trustee under the Trust.
- (w) **"Year"** means the calendar year, which is also the Trust's fiscal year.

1.02 Interpretation

- (a) All references herein to "Article" or "Section" shall mean the appropriate Article or Section of this Trust Document, unless otherwise required by the context.
- (b) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Trust Document as a whole (including all schedules and appendices hereto) and not to any particular provision of the Trust Document. The word "including" and words of similar import when used in this Trust Document shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive.
- (c) The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Trust, nor in any way shall affect this Trust Document or the construction of any provision thereof.
- (d) If there is no Risk Pool or if the Risk Pool terminates or is dissolved, all references herein to the Risk Pool shall be deemed to refer to the City, and all references herein to the Risk Pool Trustees shall be deemed to refer to the City Manager of the City.

ARTICLE II. CONTRIBUTIONS TO THE TRUST FUND

2.01 Receipt of Contributions

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

2.02 Obligations of the Section 115 Trustee

The Section 115 Trustee shall be accountable for all contributions delivered to it pursuant to Section 2.01. All contributions so received, together with the income therefrom and any other increment thereon shall be held, invested, reinvested, and administered by the Section 115 Trustee pursuant to the terms of the Trust Agreement without distinction between principal and income. The Section 115 Trustee shall be responsible for Trust property received by the Section 115 Trustee under the Trust Agreement.

ARTICLE III. PAYMENTS FROM THE TRUST FUND

3.01 Payments Directed by the Plan Administrator

Payments shall be made from the Trust Fund by the Section 115 Trustee only by written direction of the Plan Administrator or by written direction of one or more of the persons authorized in writing by the Plan Administrator to give such instructions.

3.02 Essential Government Function

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

3.03 Impossibility of Diversion

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

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

ARTICLE IV. INVESTMENT OF THE TRUST FUND

4.01 Investment Authority

The Trust Fund may be invested and reinvested without distinction between principal and income. In accordance with state law, the Section 115 Trustee, at the direction of the Risk Pool Trustees (or Investment Manager(s) appointed by the Risk Pool Trustees, as applicable), may invest the Trust Fund in any investment authorized by the Texas Trust Code (Subtitle B, Title 9, Property Code), and is not limited to making Trust Fund investments in accordance with the Texas Public Funds Investment Act of 1987 (Subchapter A, Chapter 2256, of the Texas Government Code). All investments are intended to comply with Chapter 172. Subject to the foregoing and the Section 115 Trustee's obligations under Sections 4.03 and 4.04:

- (a) the Section 115 Trustee is authorized to retain or sell property contributed to the Trust Fund and to invest and maintain investment of part or all of the Trust Fund in any common or preferred stocks, bonds (including United States retirement plan bonds), common or pooled stock funds or mutual funds, whether managed by the Section 115 Trustee or others, insurance contracts, notes, debentures, mortgages, or any other property, whether real, personal or mixed and regardless of where located, in the same manner that a prudent man would do under similar circumstances with due regard for the purposes of the portion of the Plan funded by the Trust;
- (b) the Section 115 Trustee may hold a reasonable portion of the Trust Fund in cash pending investment or payment of expenses or benefits; and
- (c) the Section 115 Trustee shall keep cash, other than cash held under subsection (b) above, earning a reasonable interest rate in accounts in any banking or similar financial institution which is supervised by the United States or a State or in demand notes and interests in demand notes, Treasury Bills, short-term negotiable commercial paper, or similar short-term investment funds.

4.02 Establishment of Trust Funding Policy

With respect to the portions of the Plan funded by the Trust, the Risk Pool Trustees shall establish and carry out a funding policy consistent with the purposes of such portions of the Plan and the requirements of applicable law. The funding policy may be changed by the Risk Pool Trustees as appropriate. As part of the funding policy, the Risk Pool Trustees shall direct the Section 115 Trustee and any applicable Investment Manager(s) to exercise its investment discretion to provide sufficient cash assets in an amount determined by the Plan Administrator and the Risk Pool Trustees, under the funding policy then in effect, to be necessary to meet the liquidity requirements for the administration of the portions of the Plan funded by the Trust. As of the Effective Date, the Risk Pool Trustees have adopted the Interim Statement of Investment Objectives and Policies for the City of Plano Section 115 Trust, as amended effective January 13, 2010 (the "**Investment Objectives and Policies**"). The Investment Objectives and Policies are hereby incorporated by reference, along with any amendments to such Investment Objectives and Policies that may be adopted by the Risk Pool Trustees from time to time.

4.03 Section 115 Trustee's Adherence to Trust Funding Policy

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

4.04 Investment Manager

The Risk Pool Trustees may appoint, in writing, one or more Investment Manager(s) to whom is delegated the authority to manage, acquire, invest, or dispose of all or any part of the Trust Fund. Such appointment and delegation shall be evidenced by a written agreement pursuant to which the Investment Manager agrees to assume fiduciary responsibility for the investment of all or a portion of the Trust Fund and to comply with the funding policy established in accordance with Section 4.02. With regard to the assets entrusted to the care of an Investment Manager, the Investment Manager shall provide written instructions and directions to the Section 115 Trustee regarding the investment of such assets, and, notwithstanding anything herein to the contrary, the Section Trustee shall be entitled to rely upon in good faith and shall invest such assets in accordance with such direction. The Section 115 Trustee shall have no power to invest, acquire, hold, dispose of, borrow or exercise any rights incident to the ownership of assets entrusted to the care of an Investment Manager except at the direction of the Investment Manager.

ARTICLE V. POWERS OF TRUSTEE

5.01 Powers

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

- (a) **Acquire and hold property.** To purchase, or subscribe for, any securities or other property and to retain the same in trust.
- (b) **Dispose of property.** To sell, exchange; convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Section 115 Trustee, by private contract or at public auction. Any sale or other disposition may be made for cash or upon credit, or partly for cash and partly upon credit. No person dealing with the Section 115 Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any sale or other disposition by the Section 115 Trustee.
- (c) **Exercise rights under securities.** To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options, and to make any incidental payments; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any related assessments or charges; and generally to exercise any of the powers of an owner of the stock, bonds, securities, or other property held as part of the Trust Fund.
- (d) **Hold securities through nominees.** To cause any securities or other property held as part of the Trust Fund to be registered in the Section 115 Trustee's own name(s) or in the name of one or more of the Section 115 Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Section 115 Trustee shall at all times show that all the investments are part of the Trust Fund.
- (e) **Borrow funds.** To borrow or raise money for the purposes of the Trust in the amount, and upon the terms and conditions, that the Section 115 Trustee deem advisable. For any borrowed sum, the Section 115 Trustee may issue a promissory note as Section 115 Trustee, and may secure the repayment of any borrowed funds by pledging all, or any part, of the Trust Fund. No person lending money to the Section 115 Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing.
- (f) **Hold cash.** To keep any portion of the Trust Fund in cash or cash balances that the Section 115 Trustee may, at various times, deem to be in the best interests of this Trust, without liability for interest on the cash, notwithstanding that the Trustee or an affiliate of the Trustee may benefit directly or indirectly from such

uninvested amounts. It is acknowledged that the Trustee's handling of such amounts is consistent with usual and customary banking and fiduciary practices, and any earnings realized by the Trustee or its affiliates will be compensation for its bank services in addition to its regular fees.

- (g) **Hold certain property temporarily.** To accept and retain, for a period of time that the Section 115 Trustee deem advisable, any securities or other property received or acquired by it as Section 115 Trustee, whether or not the securities or other property would normally be purchased as investments under this Trust.
- (h) **Execute instruments.** To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers granted in this Trust.
- (i) **Settle claims.** To settle, compromise, or submit to arbitration any claims, debts, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings.
- (j) **Employ agents.** To employ suitable agents, attorneys, accountants, custodians and financial counsel, and other persons (any of whom may also render services to the Plan and any Participating Employer) reasonably necessary for the proper administration of the Trust Fund, and to pay their reasonable expenses and compensation.
- (k) **Acquire foreclosed real estate.** To acquire real estate by purchase, exchange, or as the result of any foreclosure, liquidation, or other salvage of any investment previously made under this Trust ("foreclosed real estate"); to hold the foreclosed real estate in the manner and upon the terms that the Section 115 Trustee deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years the foreclosed real estate or any other real estate constituting a part of the Trust Fund, upon the terms and conditions that the Section 115 Trustee deem proper, using other trust assets for any of the purposes if deemed advisable.
- (l) **Invest in savings accounts.** To invest funds of the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest.
- (m) **Invest in government obligations.** To invest in Treasury Bills and other forms of United States government obligations.
- (n) **Exercise conversion and subscription rights.** If any bonds, notes, stocks, or other securities held by the Section 115 Trustee shall entitle the holder to an option or privilege to convert it into bonds, notes, stocks, or other securities, or if the right or privilege is given to the holder to subscribe for additional or other bonds, notes, stocks, or other securities, the Section 115 Trustee is authorized to exercise the options, rights and privileges from time to time and to make the conversions and subscriptions, to make the required payment, and to hold the acquired securities as investments of the Trust Fund.

- (o) **Invest in certificates of deposit.** To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations.
- (p) **Necessary and implied powers.** To do all acts, take all actions, and exercise all rights and privileges, although not specifically mentioned in this section, that the Section 115 Trustee deem necessary to administer the Trust Fund, and to carry out the purposes of this Trust.

5.02 Compensation and Expenses.

- (a) The Section 115 Trustee shall be entitled to reasonable compensation for services rendered under the Trust Agreement as trustee of the Trust.
- (b) The Plan Administrator shall be entitled to reasonable compensation for services rendered with respect to the Risk Pool Component Plans that are funded through the Trust and to reimbursement of all reasonable and necessary taxes and expenses (including reasonable fees for agents, attorneys, accountants, custodians and other persons rendering services to the Plan Administrator) incurred in connection with the discharge of its responsibilities with respect to such Risk Pool Component Plans. The Risk Pool Trustees shall determine whether the compensation and expenses of the Plan Administrator are payable hereunder and shall provide written direction to the Section 115 Trustee with respect to such payments.
- (c) Each Investment Manager, if any, shall be entitled to reasonable compensation for services rendered with respect to the Trust, in accordance with the written appointment agreement for such Investment Manager.
- (d) An individual serving as Section 115 Trustee and/or Plan Administrator who already receives full-time compensation from the Employer shall not receive compensation from the Trust except for reimbursement of expenses properly and actually incurred.
- (e) Any compensation and/or reimbursement payable in accordance with the foregoing shall be paid from the Trust Fund unless first paid by the Employer without reservation of a right of reimbursement from the Trust.

5.03 Taxes Paid from Trust Fund.

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

ARTICLE VI. TRUSTEE DUTIES

6.01 Standard of Care

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

6.02 Accounts and Records

- (a) **Maintenance of accounts and records.** The Section 115 Trustee shall maintain accurate and detailed records and accounts of all properties of the Trust Fund and all investments, receipts, disbursements, and other transactions under this Trust. The Trustee shall take all necessary steps to secure such records and accounts from the risk of fire, storm, theft, unauthorized access, or any other potential casualty or misappropriation.
- (b) **Inspection and audit.** All the accounts, books, and records of the Trust shall be open at all reasonable time to inspection and audit by the Risk Pool Trustees or a representative thereof properly designated by the Risk Pool Trustees. The Section 115 Trustee shall, at the written direction of the Risk Pool Trustees, submit the accounts, books, and records of the Trust to auditors designated by the Risk Pool Trustees.
- (c) **Submission of quarterly reports.** Within a reasonable time following the close of each calendar quarter, the Section 115 Trustee will provide the Risk Pool Trustees (with copies to the Plan Administrator and the City) a written report setting forth all investments, receipts, disbursements, and other transactions carried out by the Trust during the period. Transactions may be reported on a settlement basis provided settlement occurs within the normal period required by the NASD or other applicable regulatory authority. The report shall include a listing of the Trust Fund assets and the fair market value of the Trust Fund assets at the end of the period and any other information required under Chapter 172 and other applicable laws.
- (d) **Approval of quarterly reports.** The Risk Pool Trustees may approve any quarterly accounting by the Section 115 Trustee by giving the Section 115 Trustee written notice of the approval. Failure by the Risk Pool Trustees to disapprove the quarterly accounting within ninety (90) days after its receipt shall be deemed an approval. The Section 115 Trustee shall have the right at its own expense to have the accounts settled by judicial proceedings if so elected.

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

6.03 Limitation on Section 115 Trustee's Liability

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

6.04 Indemnification and Release.

The Section 115 Trustee shall indemnify and hold harmless the Employer, the Plan, the Risk Pool, and the Risk Pool Trustees from and against any and all loss, damage, penalty, liability, cost, and expense (including reasonable attorneys' fees and disbursements) that may be incurred by, imposed upon, or asserted against any of the foregoing by reason of any claim, regulatory proceeding, or litigation arising from the Section 115 Trustee's negligence, bad faith, error, mistake, breach of fiduciary duty, or material breach of this Agreement, which causation shall be determined without regard to the characterization of a claim by the applicable court or agency. To the extent permitted by law, the Employer, the Risk Pool, and the Risk Pool Trustees may agree to provide a reasonable release for the Section 115 Trustee with respect to losses, damages, penalties, liabilities, costs, and expenses (including reasonable attorneys' fees and disbursements) that may be incurred by, imposed upon, or asserted against the Section 115 Trustee by reason of its taking action in good faith pursuant to a direction, notice, writing or consent contemplated herein or its failing to act in the absence of such a direction, notice, writing or consent, unless such action or failure to act constitutes negligence of the Section 115 Trustee.

6.05 Insurance

For the duration of the applicable Trust Agreement, the Section 115 Trustee shall procure and maintain satisfactory insurance for the faithful performance of its duties under the Trust Agreement and shall provide to the Risk Pool Trustees a certificate of insurance showing the Risk Pool and Trust as additional insureds under such insurance.

6.06 No Prohibited Interest

The Section 115 Trustee must agree to abide by the prohibited interest requirements of the City Charter and Code of Conduct.

ARTICLE VII. TRUSTEE APPOINTMENT, REMOVAL, AND RESIGNATION

7.01 Removal

The Risk Pool Trustees may remove the Section 115 Trustee and appoint a new Section 115 Trustee, as deemed appropriate by the Risk Pool Trustees in their sole discretion. The terms for terminating a Trust Agreement will be set forth in the applicable Trust Agreement.

7.02 Resignation

If the Section 115 Trustee resigns, the Risk Pool Trustees will appoint a new Section 115 Trustee and enter into a new Trust Agreement with such Section 115 Trustee. The terms for the Section 115 Trustee's resignation will be set forth in the applicable Trust Agreement.

7.03 Report by Section 115 Trustee.

On the removal or resignation of the Section 115 Trustee, the Section 115 Trustee shall, within a reasonable period of time following the effective date of the removal or resignation, but in no event more than ninety (90) days from such effective date, file with the Risk Pool Trustees (and provide copies to the Plan Administrator and the City) (a) a written statement of accounts and proceedings concerning the acts of the Section 115 Trustee with respect to the Trust Fund since the date of the last annual statement and report of the Section 115 Trustee and (b) any other report or information required by Chapter 172 or other applicable law.

7.04 Successor Section 115 Trustee.

- (a) **Appointment and powers.** In accordance with Section 7.01 and 7.02 above, on the removal or resignation of the Section 115 Trustee, a successor shall be appointed by the Risk Pool Trustees. The successor Section 115 Trustee shall have the same rights, duties, powers (including, but not limited to, discretionary powers), and immunities as the predecessor Section 115 Trustee being succeeded. Any resigning or removed Section 115 Trustee shall execute all documents and do all acts necessary to vest the rights, duties, and powers in the successor Section 115 Trustee.
- (b) **Limitation on liability.** In no event shall any such successor Section 115 Trustee be liable on account of any act or failure to act of any predecessor Section 115 Trustee or have any duty to make any inquiry or investigation as to any act or omission occurring prior to the appointment of the successor Section 115 Trustee. Each successor Section 115 Trustee shall demonstrate acceptance of this Trust by executing an appropriate Trust Agreement or an addendum to the existing Trust Agreement at that time.
- (c) **Transfer and statement of expenses.** A resigning or removed Section 115 Trustee shall transfer and deliver all of the assets of the Trust Fund to the successor Section 115 Trustee, and shall promptly forward to the Risk Pool Trustees an itemized statement setting forth any expenses and other sums that it is entitled to be paid under the provisions of the Trust Agreement.

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

ARTICLE VIII. AMENDMENT AND TERMINATION

8.01 Amendment

The City may amend this Trust Document from time to time, in whole or in part, without notice to any party by resolution of the Council or by written action of a delegate thereof who is specifically authorized by resolution of the Council to amend the Trust Agreement.

8.02 Termination

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

8.03 Payment of Funds on Liquidation

- (a) **Priority of payment.** Upon the termination of the Trust, the affairs of the Trust shall be wound up as soon as may be reasonably practicable and the Trust Fund, or the liquidation proceeds of the Trust Fund, shall be paid out and distributed by the Section 115 Trustee in the following order unless a judgment or decree of a court of competent jurisdiction or any applicable law shall mandate a contrary application or unless a contrary application is required for the income of the Trust to be excluded under Code section 115(1).
 - (i) **Administration expenses.** First, to the payment of all compensation, expenses, and taxes payable in accordance with Sections 5.02 and 5.03.
 - (ii) **Payment of benefits.** Second, to the payment of Plan benefits to Participants and their beneficiaries and to other eligible recipients of Plan benefits as the Plan Administrator shall direct the Section 115 Trustee in writing.
 - (iii) **Distribution to Participating Employers.** Third, if there are other Participating Employers in the Plan, to the City and the Participating Employers in proportion to their respective contributions (as the Risk Pool Trustees shall direct the Section 115 Trustee in writing) for a public purpose (or for an exempt purpose in the case of a Participating Employer which is an organization described in Code section 501(c)(3) whose income is excluded from gross income under Code section 115(1)).
 - (iv) **Distribution to eligible recipients.** Fourth, any remaining Trust Fund assets, if any, shall be distributed to one or more Affiliates or other political subdivisions (as the Risk Pool Trustees shall direct the Section 115 Trustee in writing) for a public purpose (or for an exempt purpose in the case of an organization described in Code section 501(c)(3) whose income is excluded from gross income under Code section 115(1)).

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

8.04 Liquidation Powers

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

ARTICLE IX. OTHER PROVISIONS

9.01 Limited Effect of Plan and Trust

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

9.02 Protective Clause

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

9.03 Nonalienation

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

9.04 Governing Law

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

9.05 Severability

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

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

9.06 Notices and Writing Requirement

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

9.07 Binding Effect

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

IN WITNESS WHEREOF, the City (in its capacity as the Plan's sponsor and Plan Administrator) and the Risk Pool have caused this Trust Document to be executed by their respective duly authorized representatives on this ____ day _____, 2018.

CITY OF PLANO

By: _____

Title: _____

RISK POOL

By: _____

Title: _____

CITY OF PLANO
SECTION 115 POST-EMPLOYMENT
BENEFITS TRUST

As Amended and Restated Effective ~~as of March~~ September 1, 2013 2018

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. DEFINITIONS AND INTERPRETATION	1
1.01 Definitions	1
1.02 Interpretation	2
ARTICLE II. CONTRIBUTIONS TO THE TRUST FUND	4
2.01 Receipt of Contributions	4
2.02 Obligations of the Section 115 Trustee	4
ARTICLE III. PAYMENTS FROM THE TRUST FUND	5
3.01 Payments Directed by the Plan Administrator	5
3.02 Essential Government Function	5
3.03 Impossibility of Diversion	5
ARTICLE IV. INVESTMENT OF THE TRUST FUND	6
4.01 Investment Authority	6
4.02 Establishment of Trust Funding Policy	6
4.03 Section 115 Trustee's Adherence to Trust Funding Policy	7
4.04 Investment Manager	7
ARTICLE V. POWERS OF TRUSTEE	8
5.01 Powers	8
5.02 Compensation and Expenses	10
5.03 Taxes paid from Trust Fund	10
ARTICLE VI. TRUSTEE DUTIES	11
6.01 Standard of Care	11
6.02 Accounts and Records	11
6.03 Limitation on Section 115 Trustee's Liability	12
6.04 Indemnification and Release	12
6.05 Insurance	12
6.06 No Prohibited Interest	12
ARTICLE VII. TRUSTEE APPOINTMENT, REMOVAL, AND RESIGNATION	14
7.01 Removal	14
7.02 Resignation	14
7.03 Report by Section 115 Trustee	14
7.04 Successor Section 115 Trustee	15
ARTICLE VIII. AMENDMENT AND TERMINATION	16
8.01 Amendment	16
8.02 Termination	16
8.03 Payment of Funds on Liquidation	16
8.04 Liquidation powers	17
ARTICLE IX. OTHER PROVISIONS	18
9.01 Limited Effect of Plan and Trust	18
9.02 Protective Clause	18

9.03 Nonalienation	18
9.04 Governing Law	18
9.05 Severability	18
9.06 Notices and Writing Requirement	19
9.07 Binding Effect	19
ARTICLE I. DEFINITIONS AND INTERPRETATION	1
1.01 Definitions	1
1.02 Interpretation	2
ARTICLE II. CONTRIBUTIONS TO THE TRUST FUND	4
2.01 Receipt of Contributions	4
2.02 Obligations of the Section 115 Trustee	4
ARTICLE III. PAYMENTS FROM THE TRUST FUND	5
3.01 Payments Directed by the Plan Administrator	5
3.02 Essential Government Function	5
3.03 Impossibility of Diversion	5
ARTICLE IV. INVESTMENT OF THE TRUST FUND	6
4.01 Investment Authority	6
4.02 Establishment of Trust Funding Policy	6
4.03 Section 115 Trustee's Adherence to Trust Funding Policy	7
4.04 Investment Manager	7
ARTICLE V. POWERS OF TRUSTEE	8
5.01 Powers	8
5.02 Compensation and Expenses	10
5.03 Taxes Paid from Trust Fund	10
ARTICLE VI. TRUSTEE DUTIES	11
6.01 Standard of Care	11
6.02 Accounts and Records	11
6.03 Limitation on Section 115 Trustee's Liability	12
6.04 Indemnification and Release	12
6.05 Insurance	12
6.06 No Prohibited Interest	12
ARTICLE VII. TRUSTEE APPOINTMENT, REMOVAL, AND RESIGNATION	14
7.01 Removal	14
7.02 Resignation	14
7.03 Report by Section 115 Trustee	14
7.04 Successor Section 115 Trustee	15
ARTICLE VIII. AMENDMENT AND TERMINATION	16
8.01 Amendment	16
8.02 Termination	16
8.03 Payment of Funds on Liquidation	16
8.04 Liquidation Powers	17
ARTICLE IX. OTHER PROVISIONS	18

9.01	Limited Effect of Plan and Trust.....	18
9.02	Protective Clause.....	18
9.03	Nonalienation	18
9.04	Governing Law	18
9.05	Severability	18
9.06	Notices and Writing Requirement.....	19
9.07	Binding Effect	19

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

This document for the City of Plano Section 115 Post-Employment Benefits Trust (the "Trust"), which governs the operation of such Trust (the "Trust Document"), is hereby amended and restated effective September 1, 2018. Prior to such date, the Trust was governed by a Trust Agreement entered into by and between the City, the Risk Pool, the City in its capacity as Plan Administrator, and the Section 115 Trustee. Effective September 1, 2018, certain obligations, rights, and responsibilities of the Section 115 Trustee will instead be set forth in a separate Trust agreement between the City, the Risk Pool, and the Section 115 Trustee (the "Trust Agreement"), with the intent that this Trust Document, as it may be amended from time to time, will be incorporated into such Trust Agreement by reference. To the extent that any of the provisions of this Trust Document conflict with the provisions in the Trust Agreement, the provisions in this Trust Document will prevail.

RECITALS

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

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

WHEREAS, pursuant to the terms of the Plan and Chapter 172, ~~the City and the Risk Pool Trustees are authorized to enter into this Trust Agreement for purposes~~ benefits under a portion of the Plan that is a "Risk Pool Component Plan" (as defined in the Plan) may be paid by the Trust and the Risk Pool Trustees have the authority to appoint investment manager(s) or trustee(s) to invest the Risk Pool's money, including through the Trust;

WHEREAS, the Trust was previously established, as described above, effective as of March 1, 2008, for the purpose of funding certain Plan benefits under the Risk Pool, including health benefits for eligible retirees and their dependents;

WHEREAS, the Trust Agreement was previously amended and restated by and among the City, the Risk Pool, the City in its capacity as Plan Administrator, and the Section 115 Trustee, effective March 1, 2013;

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

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

NOW, THEREFORE, ~~in consideration of the premises and of the mutual covenants contained herein,~~ the City, Risk Pool, and Plan Administrator, ~~and Section 115 Trustee agree as follows,~~ hereby adopt the following terms to govern operation and administration of the Trust:

ARTICLE I. DEFINITIONS AND INTERPRETATION

1.01 Definitions

- (a) **"Affiliate"** means an agency or instrumentality constituting an integral part of the City, an organization described in Code section ~~501(c)(3)~~ which is affiliated with the City and whose income is excluded from gross income under Code section 115(1), or a separate political subdivision (within the meaning of Treasury Regulation section 1.103-1 (b)) which is affiliated with the City; provided that no entity shall be considered an Affiliate if such entity's participation in the Plan would cause the Plan to cease to be a "governmental plan" as defined by section 3(32) of ~~ERISA~~ or if such entity's participation in the portions of the Plan funded by the Trust would cause any income of the Trust not to be excludable from gross income under section 115(1) of the Code.
- (b) **"Chapter 172"** means Chapter 172 of the Texas Local Government Code, as amended.
- (c) **"City"** means the City of Plano, Texas.
- (d) **"Code"** means the Internal Revenue Code of ~~1986~~1986, as amended.
- (e) **"Component Plan Document"** means a "Component Plan Document" as such term is defined by the Plan.
- ~~(e)(f)~~ **"Council"** means the elected governing authority of the City.
- ~~(f)(g)~~ **"Effective Date"** means ~~March~~September 1, 20132018.
- ~~(g)(h)~~ **"Employer"** means the City and each ~~Affiliate of the City which is an~~ "Participating Employer" ~~under the terms of the Plan, if any.~~
- ~~(h)(i)~~ **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.
- ~~(i)(j)~~ **"Investment Manager"** means an investment manager appointed by the Risk Pool Trustees in accordance with Section 4.04.
- ~~(j)(k)~~ **"Participant"** means a "Participant" in ~~the portions one or more~~ of the ~~Plan~~Risk Pool Component Plans that are funded through the Trust, as such term is defined by the Plan.
- (l) **"Participating Employer"** means a "Participating Employer" as such term is defined by the Plan.
- ~~(k)(m)~~ **"Plan"** means the City of Plano Welfare Benefit Plan (including all ~~schedules, appendices, and instruments incorporated by reference herein,~~ as Component Plan Documents), as it may be amended from time to time.
- ~~(l)(n)~~ **"Plan Administrator"** means the applicable "Plan Administrator" of the ~~portions of the Plan~~Risk Pool Component Plans that are funded through the Trust, as

such term is defined by the Plan. As of the Effective Date, the "Plan Administrator" is the City.

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

(p) "Risk Pool Component Plan" means a "Risk Pool Component Plan" as defined by the Plan.

~~(n)~~(q) "Risk Pool Trustees" mean the trustees of the Risk Pool who are appointed by the City pursuant to the Plan.

~~(e)~~(r) "Section 115 Trustee" means the trustee who executes ~~this~~ Trust Agreement, effective as of the dates set forth in such Trust Agreement, and any successors to such trustee.

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

~~(q)~~(s) "Trust" means the City of Plano Section 115 **Post-Employment Benefits** Trust as established pursuant to this Trust Agreement and as effective March 1, 2018, and amended from time to time.

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(t) "Trust Agreement" means a separate trust agreement entered into with the Section 115 Trustee, governing its responsibilities, obligations, and rights as such Section 115 Trustee, as it may be amended from time to time.

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~~(r)~~(u) "Trust Document" means this instrument, as document governing operation of the Trust, as it may be amended from time to time.

~~(e)~~(v) "Trust Fund" ~~All~~means all money and property, of every kind and character, including principal and income, held by the Section 115 Trustee under the Trust.

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(w) "Year" means the calendar year, which is also the Trust's fiscal year.

1.02 Interpretation

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

- (b) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Trust ~~Agreement~~Document as a whole (including all schedules and appendices hereto) and not to any particular provision of the Trust ~~Agreement~~Document. The word "including" and words of similar import when used in this Trust ~~Agreement~~Document shall mean "including, without limitation," unless the context otherwise requires or unless otherwise specified. The word "or" shall not be exclusive.
- (c) The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Trust, nor in any way shall affect ~~the~~this Trust ~~Agreement~~Document or the construction of any provision thereof.
- (d) If there is no Risk Pool or if the Risk Pool terminates or is dissolved, all references herein to the Risk Pool shall be deemed to refer to the City, and all references herein to the Risk Pool Trustees shall be deemed to refer to the City Manager of the City.

ARTICLE II. CONTRIBUTIONS TO THE TRUST FUND

2.01 Receipt of Contributions

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

Trust or to contribute any particular amount to the Trust Fund, and the amount of any such contributions, if any, shall be determined in the sole discretion of the EmployersCity.

2.02 Obligations of the Section 115 Trustee

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

ARTICLE III. PAYMENTS FROM THE TRUST FUND

3.01 Payments Directed by the Plan Administrator

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

3.02 Essential Government Function

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

3.03 Impossibility of Diversion

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

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

ARTICLE IV. INVESTMENT OF THE TRUST FUND

4.01 Investment Authority

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

- (a) the Section 115 Trustee is authorized to retain or sell property contributed to the Trust Fund and to invest and maintain investment of part or all of the Trust Fund in any common or preferred stocks, bonds (including United States retirement plan bonds), common or pooled stock funds or mutual funds, whether managed by the Section 115 Trustee or others, insurance contracts, notes, debentures, mortgages, or any other property, whether real, personal or mixed and regardless of where located, in the same manner that a prudent man would do under similar circumstances with due regard for the purposes of the portion of the Plan funded by the Trust;
- (b) the Section 115 Trustee may hold a reasonable portion of the Trust Fund in cash pending investment or payment of expenses or benefits; and
- (c) the Section 115 Trustee shall keep cash, other than cash held under subsection (b) above, earning a reasonable interest rate in accounts in any banking or similar financial institution which is supervised by the United States or a State or in demand notes and interests in demand notes, Treasury Bills, short-term negotiable commercial paper, or similar short-term investment funds.

4.02 Establishment of Trust Funding Policy

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

the Risk Pool Trustees have adopted the Interim Statement of Investment Objectives and Policies for the City of Plano Section 115 Trust, as amended effective January 13, 2010 (the "Investment Objectives and Policies"). The Investment Objectives and Policies are hereby incorporated by reference, along with any amendments to such Investment Objectives and Policies that may be adopted by the Risk Pool Trustees from time to time.

4.03 Section- 115 Trustee's Adherence to Trust Funding Policy

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

4.04 Investment Manager

The Risk Pool Trustees may appoint, in writing, one or more Investment Manager(s) to whom is delegated the authority to manage, acquire, invest, or dispose of all or any part of the Trust Fund. Such appointment and delegation shall be evidenced by a written agreement pursuant to which the Investment Manager agrees to assume fiduciary responsibility for the investment of all or a portion of the Trust Fund and to comply with the funding policy established in accordance with Section 4.02. With regard to the assets entrusted to the care of an Investment Manager, the Investment Manager shall provide written instructions and directions to the Section 115 Trustee regarding the investment of such assets, and, notwithstanding anything herein to the contrary, the Section Trustee shall be entitled to rely upon in good faith and shall invest such assets in accordance with such direction. The Section 115 Trustee shall have no power to invest, acquire, hold, dispose of, borrow or exercise any rights incident to the ownership of assets entrusted to the care of an Investment Manager except at the direction of the Investment Manager.

ARTICLE V. POWERS OF TRUSTEE

5.01 Powers

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

- (a) **Acquire and hold property.** To purchase, or subscribe for, any securities or other property and to retain the same in trust.
- (b) **Dispose of property.** To sell, exchange; convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Section 115 Trustee, by private contract or at public auction. Any sale or other disposition may be made for cash or upon credit, or partly for cash and partly upon credit. No person dealing with the Section 115 Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any sale or other disposition by the Section 115 Trustee.
- (c) **Exercise rights under securities.** To vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights, or other options, and to make any incidental payments; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any related assessments or charges; and generally to exercise any of the powers of an owner of the stock, bonds, securities, or other property held as part of the Trust Fund.
- (d) **Hold securities through nominees.** To cause any securities or other property held as part of the Trust Fund to be registered in the Section 115 Trustee's own name(s) or in the name of one or more of the Section 115 Trustee's nominees, and to hold any investments in bearer form, but the books and records of the Section 115 Trustee shall at all times show that all the investments are part of the Trust Fund.
- (e) **Borrow funds~~-.~~** To borrow or raise money for the purposes of the Trust in the amount, and upon the terms and conditions, that the Section 115 Trustee deem advisable. For any borrowed sum, the Section 115 Trustee may issue a promissory note as Section 115 Trustee, and may secure the repayment of any borrowed funds by pledging all, or any part, of the Trust Fund. No person lending money to the Section 115 Trustee shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any borrowing.
- (f) **Hold cash.** To keep any portion of the Trust Fund ~~in~~ in cash or cash balances that the Section 115 Trustee may, at various times, deem to be in the best interests of this Trust, without liability for interest on the cash, notwithstanding that the

Trustee or an affiliate of the Trustee may benefit directly or indirectly from such uninvested amounts. It is acknowledged that the Trustee's handling of such amounts is consistent with usual and customary banking and fiduciary practices, and any earnings realized by the Trustee or its affiliates will be compensation for its bank services in addition to its regular fees.

- (g) **Hold certain property temporarily.** To accept and retain, for a period of time that the Section 115 Trustee deem advisable, any securities or other property received or acquired by it as Section 115 Trustee, whether or not the securities or other property would normally be purchased as investments under this Trust.
- (h) **Execute instruments.** To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers granted in this Trust.
- (i) **Settle claims.** To settle, compromise, or submit to arbitration any claims, debts, or damages to or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Fund in all suits and legal and administrative proceedings.
- (j) **Employ agents.** To employ suitable agents, attorneys, accountants, custodians and financial counsel, and other persons (any of whom may also render services to the Plan and any Participating Employer) reasonably necessary for the proper administration of the Trust Fund, and to pay their reasonable expenses and compensation.
- (k) **Acquire foreclosed real estate.** To acquire real estate by purchase, exchange, or as the result of any foreclosure, liquidation, or other salvage of any investment previously made under this Trust ("foreclosed real estate"); to hold the foreclosed real estate in the manner and upon the terms that the Section 115 Trustee deem advisable; and to manage, operate, repair, develop, improve, partition, mortgage, or lease for any term or terms of years the foreclosed real estate or any other real estate constituting a part of the Trust Fund, upon the terms and conditions that the Section 115 Trustee deem proper, using other trust assets for any of the purposes if deemed advisable.
- (l) **Invest in savings accounts.** To invest funds of the Trust Fund in night deposits or savings accounts bearing a reasonable rate of interest.
- (m) **Invest in government obligations.** To invest in Treasury Bills and other forms of United States government obligations.
- (n) **Exercise conversion and subscription rights.** If any bonds, notes, stocks, or other securities held by the Section 115 Trustee shall entitle the holder to an option or privilege to convert it into bonds, notes, stocks, or other securities, or if the right or privilege is given to the holder to subscribe for additional or other bonds, notes, stocks, or other securities, the Section 115 Trustee is authorized to exercise the options, rights and privileges from time to time and to make the conversions and subscriptions, to make the required payment, and to hold the acquired securities as investments of the Trust Fund.

- (o) **Invest in certificates of deposit.** To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations.
- (p) **Necessary and implied powers.** To do all acts, take all actions, and exercise all rights and privileges, although not specifically mentioned in this section, that the Section 115 Trustee deem necessary to administer the Trust Fund, and to carry out the purposes of this Trust.

5.02 Compensation and Expenses.

- (a) The Section 115 Trustee shall be entitled to reasonable compensation for services rendered under ~~this~~the Trust Agreement as trustee of the Trust ~~in accordance with the fee schedule set forth as Appendix A.~~
- (b) The Plan Administrator shall be entitled to reasonable compensation for services rendered with respect to the ~~portions of the Plan~~Risk Pool Component Plans that are funded by~~through~~ the Trust and to reimbursement of all reasonable and necessary taxes and expenses (including reasonable fees for agents, attorneys, accountants, custodians and other persons rendering services to the Plan Administrator) incurred in connection with the discharge of its responsibilities with respect to such ~~portions of the Plan~~Risk Pool Component Plans. The Risk Pool Trustees shall determine whether the compensation and expenses of the Plan Administrator are payable hereunder and shall provide written direction to the Section 115 Trustee with respect to such payments.
- (c) Each Investment Manager, if any, shall be entitled to reasonable compensation for ~~services rendered~~ under this~~with respect to the~~ Trust ~~Agreement~~, in accordance with the written appointment agreement for such Investment Manager.
- (d) An individual serving as Section 115 Trustee and/or Plan Administrator who already receives full-time compensation from the Employer shall not receive compensation from the Trust except for reimbursement of expenses properly and actually incurred.
- (e) Any compensation and/or reimbursement payable in accordance with the foregoing shall be paid from the Trust Fund unless first paid by the Employer without reservation of a right of reimbursement from the Trust.

5.03 Taxes ~~paid~~Paid from Trust Fund.

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

ARTICLE VI. TRUSTEE DUTIES

6.01 Standard of Care

The Section 115 Trustee shall discharge its duties under this Trust solely in the interest of Participants and their beneficiaries and for the exclusive purpose of providing benefits to such persons and defraying reasonable expenses of administering the Plan and the Trust, with the care, ~~skill~~skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and by diversifying the investments of the Trust Fund so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. Nothing contained in this Trust shall, nor shall be construed to, reduce the standard of care or ~~any~~any responsibility, obligation, or duty imposed on the Section ~~4-45~~115 Trustee under Chapter 172 or any other applicable law.

6.02 Accounts and Records

- (a) **Maintenance of accounts and records.** The Section 115 Trustee shall maintain accurate and detailed records and accounts of all properties of the Trust Fund and all investments, receipts, disbursements, and other transactions under this Trust. The Trustee shall take all necessary steps to secure such records and accounts from the risk of fire, storm, theft, unauthorized access, or any other potential casualty or misappropriation.
- (b) **Inspection and audit.** All the accounts, books, and records of the Trust shall be open at all reasonable time to inspection and audit by the Risk Pool Trustees or a representative thereof properly designated by the Risk Pool Trustees. The Section 115 Trustee shall, at the written direction of the Risk Pool Trustees, submit the accounts, books, and records of the Trust to auditors designated by the Risk Pool Trustees.
- (c) **Submission of quarterly reports.** Within ~~fifteen (15) business days~~a reasonable time following the close of each ~~fiscal~~calendar quarter ~~of the Trust~~, the Section 115 Trustee ~~shall file with~~will provide the Risk Pool Trustees ~~(and provide with~~ copies to the Plan Administrator and the City) a written report setting forth all investments, receipts, disbursements, and other transactions carried out by the Trust during the period. Transactions may be reported on a settlement basis provided settlement occurs within the normal period required by the NASD or other applicable regulatory authority. The report shall include a listing of the Trust Fund assets and the fair market value of the Trust Fund assets at the end of the period and any other information required under Chapter 172 and other applicable laws.
- (d) **Approval of quarterly reports.** The Risk Pool Trustees may approve any quarterly accounting by the Section 115 Trustee by giving the Section 115 Trustee written notice of the approval. Failure by the Risk Pool Trustees to disapprove the quarterly accounting within ninety (90) days after its receipt shall be deemed an approval. The Section 115 Trustee shall have the right at its own expense to have the accounts settled by judicial proceedings if so elected.

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

6.03 Limitation on Section 115 Trustee's Liability

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

6.04 Indemnification and Release.

The Section 115 Trustee shall indemnify and hold harmless the ~~City, the Employers~~Employer, the Plan, the Risk Pool, and the Risk Pool Trustees from and against any and all loss, damage, penalty, liability, cost, and expense (including reasonable attorneys' fees and disbursements) that may be ~~incurred by, imposed upon, or asserted against any of the foregoing by reason of any claim, regulatory proceeding, or litigation arising from the Section 115 Trustee's negligence, bad faith, error, mistake, breach of fiduciary duty, or material breach of this Agreement, which causation shall be determined without regard to the characterization of a claim by the applicable court or agency.~~ The City, To the Employer extent permitted by law, the Employer, the Risk Pool, and the Risk Pool Trustees ~~shall~~may agree to provide a reasonable release for the Section 115 Trustee ~~from with respect to losses, damages, penalties, liabilities, costs, and against any and all loss, damage, penalty, liability, cost, and expense~~expenses (including reasonable attorneys' fees and disbursements) that may be incurred by, imposed upon, or asserted against the Section 115 Trustee by reason of its taking action in good faith pursuant to a direction, notice, writing or consent contemplated herein or its failing to act in the absence of such a direction, notice, writing or consent, unless such action or failure to act constitutes negligence of the Section 115 Trustee.

6.05 Insurance

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

6.06 No Prohibited Interest

The Section 115 Trustee ~~agrees that it is aware of~~must agree to abide by the prohibited interest requirements of the City Charter and Code of Conduct ~~and will abide by the~~

same. Further, a lawful representative of the Section 115 Trustee shall execute the affidavit set forth on Appendix C. The Section 115 Trustee understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

ARTICLE VII. TRUSTEE APPOINTMENT, REMOVAL, AND RESIGNATION

7.01 Removal

~~The Risk Pool Trustees may remove the Section 115 Trustee at any time after the end of the Term by giving at least ninety (90) days' written notice of the intended action to the Section] 15 Trustee and the City; provided that such removal may be effective as of the date notice is provided (or any other agreed date) if agreed in writing by the Section 115 Trustee. In the event of a material breach of this Trust Agreement by the Section 115 Trustee, the Risk Pool Trustees may remove the Section 115 Trustee during the Term by giving at least thirty (30) days' written notice of the intended action to the Section 115 Trustee; provided that such removal shall not be effective if such breach is cured prior to the effective date of the removal. The Section 115 Trustee may not be involuntarily removed during the Term except in accordance with this Section or Section 8.04.~~

The Risk Pool Trustees may remove the Section 115 Trustee and appoint a new Section 115 Trustee, as deemed appropriate by the Risk Pool Trustees in their sole discretion. The terms for terminating a Trust Agreement will be set forth in the applicable Trust Agreement.

7.02 Resignation

~~The Section 115 Trustee may resign at any time after the end of the Term by giving at least ninety (90) days' written notice of the intended action to the City and the Risk Pool Trustees; provided that such resignation may be effective as of the date notice is provided (or any other agreed date) if agreed in writing by the Risk Pool Trustees. In the event of a material breach of this Trust Agreement by the City, Risk Pool Trustees, or Plan Administrator, the Section 115 Trustee may resign during the Term by giving at least thirty (30) days' written notice of the intended action to the City and the Risk Pool Trustees; provided that such resignation shall not be effective if such breach is cured prior to the effective date of the resignation. The Section 115 Trustee may not resign during the Term except in accordance with the immediately preceding sentence of this paragraph.~~

If the Section 115 Trustee resigns, the Risk Pool Trustees will appoint a new Section 115 Trustee and enter into a new Trust Agreement with such Section 115 Trustee. The terms for the Section 115 Trustee's resignation will be set forth in the applicable Trust Agreement.

7.03 Report by Section 115 Trustee.

On the removal or resignation of the Section 115 Trustee, the Section 115 Trustee shall, within ~~ninety (90) days~~ a reasonable period of time following the effective date of the removal or resignation, ~~but in no event more than ninety (90) days from such effective date~~, file with the Risk Pool Trustees (and provide copies to the Plan Administrator and the City) (a) a written statement of accounts and proceedings concerning the acts of the Section 115 Trustee with respect to the Trust Fund since the date of the last annual statement and report of the Section 115 Trustee and (b) any other report or information required by Chapter 172 or other applicable law.

7.04 Successor Section 115 Trustee.

- (a) **Appointment and powers.** ~~On~~In accordance with Section 7.01 and 7.02 above,
on the removal or resignation of the Section 115 Trustee, a successor shall be appointed by the Risk Pool Trustees. The successor Section 115 Trustee shall have the same rights, duties, powers (including, but not limited to, discretionary powers), and immunities as the predecessor Section 115 Trustee being succeeded. Any resigning or removed Section 115 Trustee shall execute all documents and do all acts necessary to vest the rights, duties, and powers in the successor Section 115 Trustee.
- (b) **Limitation on liability.** In no event shall any such successor Section 115 Trustee be liable on account of any act or failure to act of any predecessor Section 115 Trustee or have any duty to make any inquiry or investigation as to any act or omission occurring prior to the appointment of the successor Section 115 Trustee. Each successor Section 115 Trustee shall demonstrate acceptance of this Trust by executing ~~this~~an appropriate Trust Agreement or an addendum to ~~this~~the existing Trust Agreement at that time.
- (c) **Transfer and statement of expenses.** A resigning or removed Section 115 Trustee shall transfer and deliver all of the assets of the Trust Fund to the successor Section 115 Trustee, and shall promptly forward to the Risk Pool Trustees an itemized statement setting forth any expenses and other sums that it is entitled to be paid under the provisions of ~~this~~the Trust Agreement.
- (d) **Corporate trustee.** If a corporate Section 115 Trustee at any time merges or consolidates with, or sells or transfers substantially all of its assets and business to, another corporation, the corporation resulting from or surviving the merger or consolidation or the transferee corporation, as the case may be, shall then become the successor Section 115 Trustee without necessity for appointment to the position.

ARTICLE VIII. AMENDMENT AND TERMINATION

8.01 Amendment

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

8.02 Termination

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

8.03 Payment of Funds on Liquidation

- (a) **Priority of payment.** Upon the termination of the Trust, the affairs of the Trust shall be wound up as soon as may be reasonably practicable and the Trust Fund, or the liquidation proceeds of the Trust Fund, shall be paid out and distributed by the Section 115 Trustee in the following order unless a judgment or decree of a court of competent jurisdiction or any applicable law shall mandate a contrary application or unless a contrary application is required for the income of the Trust to be excluded under Code section 115(1).
- (i) **Administration expenses.** First, to the payment of all compensation, expenses, and taxes payable in accordance with Sections 5.02 and 5.03.
 - (ii) **Payment of benefits.** Second, to the payment of Plan benefits to Participants and their beneficiaries and to other eligible recipients of Plan benefits as the Plan —Administrator shall direct the Section 115 Trustee in writing.
 - (iii) **Distribution to Participating Employers.** Third, if there are other Participating Employers in the Plan, to the City and the Participating Employers in proportion to their respective contributions (as the Risk Pool Trustees shall direct the Section 115 Trustee in writing) for a public purpose (or for an exempt purpose in the case of ~~ana~~ Participating Employer which is an organization described in Code section 501(c)(3) whose income is excluded from gross income under Code section 115(1)).
 - (iv) **Distribution to eligible recipients.** Fourth, any remaining Trust Fund assets, if any, shall be distributed to one or more Affiliates or other political subdivisions (as the Risk Pool Trustees shall direct the Section 115 Trustee in writing) for a public purpose (or for an exempt purpose in the case of an organization described in Code section 501-(c)(3) whose income is excluded from gross income under Code section 115(1)).

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

8.04 Liquidation ~~powers~~Powers

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

ARTICLE IX. OTHER PROVISIONS

9.01 Limited Effect of Plan and Trust

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

9.02 Protective Clause

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

9.03 Nonalienation

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

9.04 Governing Law

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

9.05 Severability

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

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

9.06 Notices and Writing Requirement

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

9.07 Binding Effect

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

IN WITNESS WHEREOF, the City, ~~Risk Pool,~~ (in its capacity as the Plan's sponsor and Plan Administrator,) and ~~Section 115 Trustee~~ the Risk Pool have caused this Trust Agreement Document to be executed by their respective duly authorized representatives on this 25th day of February, 2013, 2018.

CITY OF PLANO

By: _____

Title: _____

RISK POOL

By: _____

Title: _____

CITY OF PLANO, AS PLAN ADMINISTRATOR

By: _____

Title: _____

~~TRUSTEESHIP ACCEPTED on this 20th day of February, 2013.~~

TRUSTEE

WELLS FARGO BANK, N.A.

By: _____

Title: _____

Appendix A

~~[CURRENT WELLS FARGO INSTITUTIONAL RETIREMENT & TRUST
TRUST AND CUSTODY FEE AGREEMENT]~~

Appendix B-

INSURANCE REQUIREMENTS

[current Wells Fargo minimum insurance requirements and Certificate of Liability Insurance]

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

~~{Wells Fargo Certificate of Liability Insurance (cont'd)}~~

Appendix C

~~{Wells Fargo Affidavit of Prohibited Interest}~~

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CITY OF PLANO WELFARE BENEFIT PLAN

Effective January 1, 2019

TABLE OF CONTENTS

ARTICLE I.....	1
ESTABLISHMENT AND INTERPRETATION OF THE PLAN.....	1
SECTION 1.01 THE PLAN	1
SECTION 1.02 PURPOSE	1
SECTION 1.03 DEFINITIONS.....	1
SECTION 1.04 INTERPRETATION.....	3
ARTICLE II.	5
ELIGIBILITY AND PARTICIPATION.....	5
SECTION 2.01 ELIGIBILITY OF ACTIVE EMPLOYEES	5
SECTION 2.02 ELIGIBILITY OF RETIREES	5
SECTION 2.03 ELIGIBILITY OF DEPENDENTS	5
SECTION 2.04 ENROLLMENT.....	6
SECTION 2.05 TERMINATION OF PARTICIPATION.....	7
ARTICLE III.....	8
FUNDING AND BENEFITS.....	8
SECTION 3.01 FUNDING.....	8
SECTION 3.02 BENEFITS	12
ARTICLE IV.....	13
COMPLIANCE WITH FEDERAL LAW.....	13
SECTION 4.01 COMPLIANCE WITH CERTAIN HEALTH CARE LAWS.....	13
SECTION 4.02 COMPLIANCE WITH HIPAA.....	13
SECTION 4.03 HIPAA PRIVACY REQUIREMENTS.....	13
SECTION 4.04 HIPAA SECURITY REQUIREMENTS	16
ARTICLE V.	19
PLAN ADMINISTRATION	19
SECTION 5.01 PLAN ADMINISTRATOR	19
SECTION 5.02 FIDUCIARY DUTIES AND RESPONSIBILITIES	19
SECTION 5.03 CLAIMS PROCEDURE	20
SECTION 5.04 EXPENSES.	20
SECTION 5.05 RECOVERY DUE TO ERRORS	20
SECTION 5.06 ELECTRONIC ADMINISTRATION.....	21
ARTICLE VI.....	22
AMENDMENT AND TERMINATION OF THE PLAN	22

SECTION 6.01	AMENDMENT.	22
SECTION 6.02	TERMINATION.	22
SECTION 6.03	NO RELIANCE ON PERMANENCE OF PLAN TERMS.	22
ARTICLE VII.		23
PARTICIPATING EMPLOYERS		23
SECTION 7.01	ADOPTION OF PLAN.....	23
SECTION 7.02	ADMINISTRATION.....	23
SECTION 7.03	TRANSFERS OF EMPLOYMENT	23
SECTION 7.04	TERMINATION OF PARTICIPATION.....	23
ARTICLE VIII.		24
MISCELLANEOUS		24
SECTION 8.01	NON-ALIENATION OF BENEFITS	24
SECTION 8.02	NOTICES.....	24
SECTION 8.03	LIMITATION OF RIGHTS	24
SECTION 8.04	GOVERNING LAWS.	24
SECTION 8.05	SEVERABILITY.....	25
SECTION 8.06	CAPTIONS.....	25
SECTION 8.07	WAIVER	25
SECTION 8.08	BENEFIT PAYMENTS TO INCAPACITATED PARTICIPANTS	25
SECTION 8.09	UNKNOWN WHEREABOUTS	25
SECTION 8.10	BENEFITS NOT VESTED	26
SECTION 8.11	PROTECTIVE CLAUSE	26
SECTION 8.12	DOCUMENTATION REQUIRED	26
SECTION 8.13	MEDICAL RESPONSIBILITIES.....	26
SECTION 8.14	EXECUTION OF RECEIPTS AND RELEASES	27
SECTION 8.15	NO CONVERSION PRIVILEGE	27
SCHEDULE 1.03(g) COMPONENT PLANS		28
SCHEDULE 1.03(m) PARTICIPATING EMPLOYERS		29
SCHEDULE 1.03(y) RISK POOL COMPONENT PLANS		30

ARTICLE I.
ESTABLISHMENT AND INTERPRETATION OF THE PLAN

Section 1.01 The Plan. By this instrument and effective as of the Effective Date, except as otherwise set forth herein, the City hereby amends and restates the Plan and each of the Component Plans incorporated hereunder as part of a single Plan.

Section 1.02 Purpose. The purpose of the Plan is to provide Participants with the employee welfare benefits described herein. The Plan is intended to meet all requirements of applicable law.

Section 1.03 Definitions. The following terms, where capitalized herein, shall have the meanings as set forth below unless otherwise specified herein:

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

(b) "Cafeteria Plan" means the City of Plano Cafeteria Plan, as amended from time to time.

(c) "Chapter 172" means Chapter 172 of the Texas Local Government Code, as amended.

(d) "City" means the City of Plano, Texas.

(e) "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

(f) "Code" means the Internal Revenue Code of 1986, as amended.

(g) "Component Plan" means each employee welfare benefit plan or program identified on Schedule 1.03(g) to this Plan, as such plan or program may be amended from time to time. The Component Plans and Schedule 1.03(g) may be amended from time to time without the need for a formal amendment to the Plan.

(h) "Component Plan Document" means the written documents setting forth the terms of an applicable Component Plan, including without limitation insurance policies, HMO contracts, summary plan descriptions, pamphlets, and brochures regarding such Component Plan, the provisions of which are incorporated herein.

(i) "Council" means the elected governing authority of the City.

(j) “Dependent” means a person who may be eligible to participate in the Plan or a Component Plan thereof by virtue of such person’s relationship to a participating (or formerly participating) Employee or Retiree.

(k) “Effective Date” means January 1, 2019, except as otherwise stated herein.

(l) “Employee” means a person who provides services to the Employer as a common-law employee and who is classified by the Employer for purposes of the Plan as a regular common-law employee (including, if applicable, an elected official of the City). An individual who is classified by the Employer as an independent contractor or contract service provider shall not be considered an “Employee” for purposes of the Plan, notwithstanding such individual’s classification or reclassification by the Employer or any other person (including a governmental agency) for any purpose.

(m) “Employer” means the City and each Affiliate of the City which is a Participating Employer in the Plan.

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

(o) “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended, and any regulations or rulings issued thereunder.

(p) “HMO” means any health maintenance organization or similar organization or network of individuals or organizations that has contracted to provide medical, mental, and/or other health-related benefits to Participants.

(q) “Participant” means an Employee, Retiree, or Dependent who satisfies the applicable requirements of ARTICLE II of the Plan and is therefore eligible to participate in the Plan or a portion thereof.

(r) “Participant Contribution” means the pre- or after-tax contribution, if any, required to be paid by or on behalf of a Participant under the Cafeteria Plan or otherwise as a condition for participating in the Plan or any Component Plan. The term "Participant Contribution" includes contributions required for a Participant to participate in a self-funded Component Plan, a Risk Pool Component Plan funded through the Risk Pool, and a fully or partially insured Component Plan (including a Component Plan funded pursuant to an agreement with an HMO).

(s) “Participating Employer” means each Affiliate of the City which has adopted the Plan in accordance with Section 7.01. Each Participating Employer, if any, will be identified on a Schedule 1.03(s) to the Plan. Such Schedule may be amended from time to time to reflect the addition to, or withdrawal of a Participating Employer from, the Plan without the need for a formal amendment to the Plan.

(t) “Plan” means this City of Plano Welfare Benefit Plan (including all Component Plan Documents incorporated by reference herein), as amended from time to time.

(u) “Plan Administrator” means the City; provided that to the extent another entity or person is appointed to administer the Plan or a portion thereof (including a Component Plan or a portion of a Component Plan) pursuant to ARTICLE V, such other entity or person shall be the Plan Administrator for purposes of such appointment.

(v) “Plan Year” means the calendar year.

(w) “Retiree” means a former Employee who may be eligible to participate in the Plan or a Component Plan following termination of employment with the Employer.

(x) “Risk Pool” means the risk pool (as defined by Chapter 172) established by the City pursuant to Section 3.01(c).

(y) “Risk Pool Component Plan” means a Component Plan for which benefits are provided through the Risk Pool. Each Risk Pool Component Plan is identified on Schedule 1.03(y). Such Schedule may be updated from time to time without the need for a formal Plan amendment.

(z) “Risk Pool Trustees” means the trustees of the Risk Pool.

(aa) “Section 115 Trust” means the trust (if any) established and maintained under section 115(1) of the Code to fund benefits under the Risk Pool for certain Risk Pool Component Plans.

Section 1.04 Interpretation.

(a) Except as specifically provided otherwise in this Plan document, any reference to the Plan includes each Component Plan and Component Plan Document. The Component Plans and the Component Plan Documents are incorporated herein by reference in their entirety and made a part of the Plan. In the event that a provision in a Component Plan Document conflicts with, contradicts, or renders ambiguous any provision in this document, the provision in this document shall control unless otherwise specifically provided.

(b) References herein to a “portion” of the Plan shall be deemed to refer to any applicable portion of the entire Plan or of any Component Plan(s) that are incorporated as part of the Plan.

(c) All references herein to “Article” or “Section” shall mean the appropriate Article or Section of the Plan, unless otherwise required by the context. All references herein to a “Schedule” shall mean the appropriate Schedule that is affixed to the Plan and made a part hereof, unless otherwise required by the context.

(d) All references in the Plan to the “pre-tax” or “after-tax” status of contributions, distributions, or other amounts relate to the status of such contributions, distributions, or other amounts under the Federal income tax provisions of the Code.

(e) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other genders as the context requires. The terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Plan as a whole (including all Schedules and Appendices hereto) and not to any

particular provision of the Plan. The word “including” and words of similar import when used in this Plan shall mean “including, without limitation,” unless the context otherwise requires or unless otherwise specified. The word “or” shall not be exclusive.

(f) Except to the extent provided herein, nothing in the Plan shall be construed to affect the provisions of any other plan maintained by the Employer, including a plan intended to comply with the qualification provisions of sections 401(a) and 501(a) of the Code.

ARTICLE II.

ELIGIBILITY AND PARTICIPATION

Section 2.01 Eligibility of Active Employees.

(a) An Employee shall become a Participant in the Plan upon satisfying the eligibility and participation requirements (including any applicable waiting period) under any Component Plan applicable to persons actively providing regular services to the Employer. An Employee shall become a Participant in other Component Plans upon satisfying the similar eligibility and participation requirements of those other Component Plans. Rules of eligibility, enrollment, coverage, and termination of coverage may vary for each Component Plan and are set forth in the respective Component Plan Documents. A person who participates in a Component Plan as an Employee may not contemporaneously participate in the same plan as a Dependent or a Retiree.

(b) Notwithstanding the foregoing or the provisions of any Component Plan, the following categories of Employees (as classified by the Employer for purposes of the Plan pursuant to its personnel records and without regard to any classification or reclassification by the Employer or any other person (including a court or governmental agency) for any other purpose) shall not be eligible to participate in or receive benefits under the Plan or any Component Plan:

- (i) temporary; and
- (ii) seasonal.

Section 2.02 Eligibility of Retirees. A Retiree shall become a Participant in the Plan upon satisfying the eligibility and participation requirements, if any, under any Component Plan applicable to persons who previously provided regular services to the Employer but who no longer satisfy the eligibility requirements applicable to active Employees. A Retiree shall become a Participant in other Component Plans upon satisfying the similar eligibility and participation requirements, if any, of those other Component Plans. Rules of eligibility, enrollment, coverage, and termination of coverage may vary for each Component Plan and are set forth in the respective Component Plan Documents. If a Component Plan does not contain provisions regarding the eligibility and participation of Retirees, then a Retiree shall not be eligible to participate in such Component Plan. A person who participates in a Component Plan as a Retiree may not contemporaneously participate in the same plan as an Employee or a Dependent. As part of the terms of any Component Plan that covers Retirees, the City may determine, in its sole discretion, to provide certain service credits to active Employees with respect to their potential benefits following retirement. The terms of any such service crediting rules will be set forth in one or more Component Plan Documents.

Section 2.03 Eligibility of Dependents. A Dependent shall become a Participant in the Plan upon satisfying the eligibility and participation requirements, if any, under any Component Plan applicable to persons who have a familial or similar relationship to a participating or formerly participating Employee or Retiree. A Dependent shall become a Participant in other Component Plans upon satisfying the similar eligibility and participation requirements, if any, of those other Component Plans. Rules of eligibility, enrollment, coverage, and termination of coverage may vary for each Component Plan and are set forth in the respective Component Plan Documents. If a Component

Plan does not contain provisions regarding the eligibility and participation of Dependents, then a Dependent shall not be eligible to participate in such Component Plan. A person who participates in a Component Plan as a Dependent may not contemporaneously participate in the same plan as an Employee or a Retiree.

Section 2.04 Enrollment.

(a) General Requirements. Enrollment and coverage in a Component Plan shall be subject to any required Participant Contributions applicable to such coverage, in accordance with Section 3.01, and to all other terms and conditions set forth in the applicable Component Plan Document. Under each Component Plan, different benefits may be provided with respect to different eligible Employee categories or portions of such eligible Employee categories, and neither the Plan nor the Employer will be under any obligation to provide comparable benefits, in the aggregate or on a benefit-by-benefit basis, with respect to such separate eligible Employee categories or portions of such eligible Employee categories. Nothing in this Plan will be construed or applied to indicate that each Component Plan is applicable to each eligible Employee category hereunder, or to all persons assigned to each eligible Employee category.

(b) Provision of Required Forms and Information. Notwithstanding any other provision of this Section 2.04 or the terms and conditions of an applicable Component Plan Document, an eligible Employee must complete any applicable enrollment forms and provide all necessary information (*e.g.*, Social Security Numbers) required for participation in, and coverage under, a Component Plan. Enrollment in a Component Plan will not be effective unless and until all required forms and information have been timely provided, and may be suspended, to the extent permitted by law, in the event that the eligible Employee fails to provide necessary information or forms with respect to his coverage or that of an eligible Dependent, until such information or forms have been provided to the Plan Administrator.

(c) Correction of Coverage or Enrollment Error. If the Plan Administrator determines in its sole discretion that an error has occurred with respect to enrollment or coverage under the Plan, the Plan Administrator may correct any such error in any manner it deems appropriate; provided, however, that, any mid-year election changes will comply with any applicable requirements under the Cafeteria Plan.

(d) Enrollment Without Regard to Medicaid or Medicare Eligibility. To the extent required by law, each Component Plan that is a group health plan will permit an individual to enroll in such Component Plan without regard to the fact that the individual is eligible for or is provided (i) medical assistance under a state plan for medical assistance approved pursuant to title XIX of the Social Security Act, or (ii) benefits under Part A or B of Medicare, to the extent such Component Plan is required to comply with such laws.

Section 2.05 Termination of Participation. Participation in the Plan shall terminate when the Participant ceases to participate in all Component Plans or when the Plan is terminated. Participation in a Component Plan shall cease when:

- (a) the coverage of the Participant terminates (for any reason or reasons) in accordance with the terms of the Component Plan;
- (b) the Participant ceases to satisfy the eligibility requirements for participation in the Component Plan;
- (c) the Component Plan or the Plan is amended to terminate coverage for the class of Employees, Retirees, or Dependents to which the Participant belongs; or
- (d) the Component Plan is terminated.

If a Participant ceases to participate in the Plan, and the Plan has not been terminated, he shall be entitled to resume participating in accordance with the other provisions of this Article II.

ARTICLE III.
FUNDING AND BENEFITS

Section 3.01 Funding.

(a) Participant Contributions.

(i) The amount of any Participant Contribution applicable to a Component Plan shall be determined by the City from time to time in its sole discretion. By electing to participate in any Component Plan and/or by receiving benefits under any Component Plans, each Participant agrees to the deduction of Participant Contributions from the wages or other benefits otherwise payable to the Participant and/or from any benefits payable under the Plan.

(ii) No Participant Contributions may be made to the Plan by a participating Employee or on behalf of a participating Employee's participating Dependents except in accordance with and pursuant to the terms of the Cafeteria Plan. The procedures for making Participant Contributions to the Plan by a participating Employee (including Participant Contributions attributable to a participating Employee's participating Dependents) shall be governed by the terms of the Cafeteria Plan.

(iii) Participant Contributions for (A) a participating Retiree, (B) a former Employee who continues to participate in the Plan other than as a retiree (for example, a former Employee who participates in a group health Component Plan pursuant to COBRA), and (C) a participating Dependent who is a Participant other than by reason of a relationship to an actively participating Employee shall be made on an after-tax basis in accordance with rules established by the Employer. Such rules are incorporated herein by this reference.

(b) Employer Contributions. Nothing herein requires the Employer or the Plan Administrator to contribute to or under the Plan, or to maintain any fund or segregate any amount for the benefit of any Participant. Except as provided otherwise by a Component Plan or by Section 3.01(c) below, (i) all Plan benefits shall be paid out of the general assets of the Employer; (ii) no Participant or beneficiary shall have any right to, title or interest whatsoever in or to the assets of the Employer or any investment reserves, accounts, or funds that the Employer may purchase, establish, or accumulate to aid in providing benefits under the Plan; (iii) nothing contained in the Plan, and no action taken under the Plan, shall create a trust or fiduciary relationship of any kind between the Employer and any Participant or any other person; and no Participant shall acquire any interest greater than that of an unsecured creditor of the Employer.

(c) Risk Pool. Except to the extent provided otherwise by a Component Plan or prohibited by Chapter 172, benefits under each Risk Pool Component Plan shall be provided through the Risk Pool (including by insurance procured through the Risk Pool) hereby established by the City in accordance with Chapter 172.

(i) Benefits under a Risk Pool Component Plan may be paid (A) by the insurer under a group or other insurance policy for which the Risk Pool is the policyholder or which is procured or held by the Risk Pool; (B) directly by the Risk Pool (with or without excess loss

insurance or reinsurance); (C) by the Section 115 Trust or any other trust forming part of the Risk Pool; or (D) in such other manner as is approved by the Risk Pool Trustees and permissible under Chapter 172. The actual manner in which benefits under a particular Risk Pool Component Plan are funded shall be determined by the terms of the plan and any applicable insurance contract, trust agreement, or other funding instrument. No Participant shall have a claim to any specific Risk Pool asset or funding source except as specifically provided by the terms of the applicable Risk Pool Component Plan and the applicable funding instrument.

(ii) Participant Contributions shall be deposited to the credit of the Risk Pool's fund and used as provided by rules of the Risk Pool and the applicable Component Plan. The Employer may pay all or part of any Employer contributions to the Risk Pool from local funds, including federal grant or contract pass-through funds, that are not dedicated by law to some other purpose.

(A) The Employer may, but shall not be required to, pay all or part of any Participant Contributions.

(B) A Participant Contribution to the Risk Pool may be deducted from a participating Employee's compensation with the written approval of the Employee.

(C) State funds, except federal grant or contract fund passed through the state to the Employer or other state funds as permitted by the Texas Insurance Code and other applicable law, may not be used to purchase coverage or to pay contributions under the Risk Pool.

(iii) The Risk Pool by contract may purchase insurance coverage for persons who are covered by the Risk Pool from an insurance company authorized to do business in Texas. The Risk Pool may not represent to persons who apply for coverage or who are covered by the Risk Pool that the coverage being provided is insurance (unless the benefits are fully insured by an insurance policy procured by the Risk Pool).

(iv) The Risk Pool is a legal entity that may contract with an insurer licensed to do business in Texas to assume any excess of loss of any benefits provided directly by the Risk Pool. Accordingly, the Risk Pool may purchase excess loss coverage or reinsurance to insure the Risk Pool against financial losses that the Risk Pool determines might place the solvency of the Risk Pool in financial jeopardy.

(A) Notwithstanding any provision of the Texas Insurance Code or any other law governing insurance in Texas, an insurer authorized to do business in Texas may assume the excess of loss of any benefits provided directly by the Risk Pool.

(B) The Risk Pool maintains excess loss coverage or reinsurance with respect to the Risk Pool Component Plans specified on Schedule 1.03(y).

(C) If the Risk Pool does not purchase excess loss coverage or reinsurance with respect to a Risk Pool Component Plan that is not fully insured, the Plan Administrator shall give written notice to each prospective Participant in such Component Plan that the Risk Pool does not maintain excess loss coverage or reinsurance. The Administrator shall provide the notice before

the prospective Participant becomes covered by the Plan and shall give the prospective Participant the opportunity to decline the coverage.

(D) If the Risk Pool cancels or does not renew excess loss coverage or reinsurance with respect to a Risk Pool Component Plan that is not fully insured, the Plan Administrator shall notify each Participant in such Component Plan that the coverage has been canceled or has not been renewed and shall give each such Participant an opportunity to cancel coverage. The Administrator must provide the notice and opportunity to cancel coverage not later than the 30th day after the date on which the Risk Pool cancels or does not renew the excess loss coverage of reinsurance.

(v) The City, through the City Manager, shall select and appoint three (3) or more employees of the City who shall serve as the Risk Pool Trustees and who shall be responsible for supervising the operation of the Risk Pool. A Risk Pool Trustee who acts as a fiduciary of the Risk Pool must have at least 16 hours of combined professional instruction with four hours of instruction in each of the following areas, and such training must be completed no later than the 180th day after the date of selection and appointment as a Risk Pool Trustee:

(A) law governing the establishment and operation of risk pools by political subdivisions;

(B) principles of self-insurance and risk pools, including actuarial and underwriting principles and investment principles;

(C) principles relating to reading and understanding financial statements;
and

(D) the general fiduciary duties of trustees.

(vi) The Risk Pool may be administered in whole or in part by staff employed by the Risk Pool, an entity created by the City, and/or a third party administrator (a contract administrator) appointed by the Risk Pool Trustees in accordance with Chapter 172. For the avoidance of doubt, the Risk Pool Trustees shall have authority to appoint any third party service provider with respect to the Risk Pool, subject to the requirements of Chapter 172.

(vii) If the State of Texas enacts a law providing for the licensing or registration of contract administrators, the Risk Pool in contracting for administrative services may only contract for services of a contract administrator licensed or registered under the law. Before entering into a contract with a person to be a contract administrator of the Risk Pool, the Risk Pool Trustees shall require that person to submit information necessary for the Risk Pool Trustees to evaluate the background, experience, and financial qualifications and solvency of that person. The information submitted by a prospective contract administrator other than an insurance company must disclose:

(A) any ownership interest that the prospective contract administrator has in an insurance company, group hospital service corporation, HMO, or other provider of health care indemnity; and

(B) any commission or other benefit that the prospective administrator will receive for purchasing services or coverage for the Risk Pool.

(viii) An attorney employed by a contract administrator, provider of excess loss coverage, or reinsurer may not be simultaneously employed by the Risk Pool unless, before the attorney is employed by the Risk Pool, the contract administrator, provider of excess loss coverage, reinsurer, or attorney discloses to the Risk Pool Trustees that the attorney is employed by the contract administrator, provider, or reinsurer.

(ix) The Risk Pool Trustees shall invest, or shall appoint investment manager(s) or trustee(s) to invest, the Risk Pool's money in accordance with the Texas Public Funds Investment Act of 1987 (Subchapter A, Chapter 2256, of the Texas Government Code) to the extent such act is applicable to the Risk Pool and is not inconsistent with Chapter 172; provided, however, that the Risk Pool Trustees (or any applicable investment manager(s) or trustee(s)) may invest the Risk Pool's money (including any assets held in the Section 115 Trust) in any investment authorized by the Texas Trust Code (Subtitle B, Title 9, Property Code). All investments are intended to comply with Chapter 172.

(x) The Risk Pool Trustees shall have the fiscal accounts and records of the Risk Pool audited annually by an independent auditor.

(A) The person who performs the audit must be a certified public accountant or public accountant licensed by the Texas State Board of Public Accountancy.

(B) The independent audit shall cover the Risk Pool's fiscal year.

(C) The Risk Pool Trustees shall file annually with the State Board of Insurance a copy of the audit report. A person may request the State Board of Insurance to provide copies of any item included in an audit report on payment of the cost of providing the copies.

(xi) The Risk Pool Trustees shall declare the Risk Pool insolvent if the Risk Pool Trustees determine that the Risk Pool is unable to pay valid claims within 60 days after the date the claims are verified.

(A) If the Risk Pool is declared insolvent by the Risk Pool Trustees, the Risk Pool shall cease operation on the day of the declaration, and the Risk Pool Trustees shall provide for the disposition of the Risk Pool's assets, debts, obligations, losses, and other liabilities.

(B) A Participant in a Risk Pool Component Plan may institute proceedings to have the Risk Pool declared insolvent by petitioning a district court in Travis County to declare the Risk Pool insolvent. If the district court, after notice and hearing, determines that the Risk Pool is insolvent, the court shall appoint a receiver to take charge of and dispose of the Risk Pool's assets, debts, obligations, losses and other liabilities.

(C) After a receiver takes charge of the assets and determines outstanding debts, obligations, losses, and other liabilities, the receiver shall give notice of his determination to all Participants in Covered Risk Pool Plans.

(xii) The Risk Pool is not insurance or an insurer under the Insurance Code and other laws of this state, and the Texas Department of Insurance does not have jurisdiction over the Risk Pool.

(xiii) The Risk Pool shall have a right of reimbursement and be subrogated to any and all recoveries and rights of recovery of a Participant in a Risk Pool Component Plan for personal injuries or illness from any and all sources.

(xiv) The Risk Pool may fund benefits for a Participant who is an Employee of a Participating Employer that is qualified for exemption under section 501(c) of the Code if the Participating Employer provides governmental or quasi-governmental services on behalf of the City and derives more than 25 percent of its gross revenues from grants or funding from the City. Inclusion of such an Employee in the Risk Pool does not, for any purpose:

(A) make such Participating Employer a political subdivision or a division of a political subdivision; or

(B) make such an Employee an employee of the City or any division of the City.

(xv) The City may amend the provisions of the Risk Pool at any time and from time to time pursuant to the amendment provision of this Plan. The City may terminate the Risk Pool in whole or in part at any time and from time to time pursuant to the termination provision of this Plan.

(A) The termination of the Risk Pool shall not affect any trust established thereunder, which shall continue to exist until terminated in accordance with its terms.

(B) Upon termination of the Risk Pool, any insurance policies for which the Risk Pool is the policyholder and/or owner shall be transferred to the City, and the City shall become the policyholder and owner of such policies.

Section 3.02 Benefits. Benefits under a Component Plan will be paid solely in the form, in the amount, and in accordance with the terms of such Component Plan and the applicable Component Plan Documents. Recovery of any overpayment or other Plan errors will be made in accordance with Section 5.05.

ARTICLE IV.
COMPLIANCE WITH FEDERAL LAW

Section 4.01 Compliance with Certain Health Care Laws. Notwithstanding anything in the Plan or any Component Plan to the contrary, but subject, to the extent applicable, to any election by the Employer to opt out of the application of certain provisions in accordance with section 2721(b)(2) of the Public Health Service Act, each Component Plan that is a group health plan within the meaning of section 9832 of the Code will operate in compliance with the applicable requirements of subtitle K, chapter 100 of the Code (*i.e.*, the special enrollment and portability requirements of section 9801 of the Code, the health status nondiscrimination requirements of section 9802 of the Code, the guaranteed renewability requirements of section 9803 of the Code, the newborns and mothers protection provisions in section 9811 of the Code, and the mental parity provisions of section 9812 of the Code), which provisions are hereby incorporated herein by reference. Each Component Plan that is a “group health plan” within the meaning of the following laws, will also comply with such laws, as they may be amended from time to time, and any regulations or rulings issued thereunder: COBRA, the Women's Health and Cancer Rights Act of 1998, the Genetic Information Nondiscrimination Act of 2008, Public Law 110-381 (commonly referred to as "Michelle's Law"), the Mental Health Parity Act of 1996, the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008, and the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act. In addition, the Plan and each Component Plan shall be administered in accordance with all applicable provisions of the Family Medical Leave Act of 1993, as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Section 4.02 Compliance with HIPAA. The provisions of this Section 4.02 and of Sections 4.03 and 4.04 below (collectively, the “Plan HIPAA Provisions”) shall apply solely with respect to each Component Plan that constitutes a group health plan or that provides “health care” within the meaning of HIPAA. References to the Plan within the Plan HIPAA Provisions are intended to refer only to such Component Plans. Each such Component Plan will be treated as a single covered entity for purposes of compliance with any applicable privacy or security requirements under HIPAA. Any capitalized terms used in the Plan HIPAA Provisions that are not defined herein will have the meaning ascribed to such terms under HIPAA. The Plan HIPAA Provisions are intended to ensure compliance with HIPAA and shall be construed solely for that purpose. The Employer will have the authority to enter into and enforce on behalf of the Plan such contracts and agreements (specifically including Business Associate agreements) as may be appropriate or necessary to cause the Plan to satisfy its obligations under HIPAA.

Section 4.03 HIPAA Privacy Requirements.

(a) The Plan may use protected health information (referred to herein as “PHI”) to the extent of and in accordance with the uses and disclosures permitted by HIPAA. Without limiting the foregoing, the Plan may use and disclose PHI for “payment,” “treatment,” and “health care operations” purposes as such terms are defined by HIPAA. In addition, the Plan may at any time disclose PHI to the Employer and the Employer may use and disclose PHI received from the Plan, if

such disclosure and use is pursuant to and in accordance with a valid authorization from the individual who is the subject of such information.

(b) The Employer may receive, use, and disclose PHI from the Plan if the information consists solely of “summary health information” (referred to herein as “SHI”) and if the Employer certifies to the Plan Administrator that the information is being requested for one or more of the following:

(i) for the purpose of enabling the Employer to obtain premium bids from health insurers for providing health insurance coverage under the Plan;

(ii) for purposes of determining whether and, if so, how to modify or amend the Plan;

(iii) for purposes of determining whether and, if so, how to terminate the Plan, in whole or in part; or

(iv) for such other purposes consistent with HIPAA as may be necessary for the administration of the Plan.

(c) The Employer may receive, use, and disclose PHI from the Plan if the information consists of enrollment or disenrollment information (*i.e.*, indicates whether the individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or HMO offered under the Plan).

(d) The Employer may receive PHI from the Plan and use such PHI for plan administration purposes if (x) the Employer certifies in writing to the Plan Administrator that the Plan incorporates the restrictive provisions described in clauses (i) through (x) below and the separation requirements described in paragraph (e) below, and (y) except as described in paragraph (a) with respect to a valid authorization and paragraph (b) above, the Employer agrees to comply with the following restrictions and requirements regarding the PHI that is provided by the Plan to the Employer:

(i) The Employer will not use or further disclose the PHI other than as permitted or required by the Plan documents or as required by law;

(ii) The Employer will ensure that any agents, including a subcontractor, to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;

(iii) The Employer will not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(iv) The Employer will report to the Plan any use or disclosure of the PHI that is inconsistent with the uses or disclosures provided for and of which it becomes aware;

(v) The Employer will make available to Participants PHI in accordance with section 164.524 of the regulations under HIPAA (the “HIPAA Regulations”);

(vi) The Employer will agree to Participant requests to restrict the use or disclosure of PHI as required by HIPAA;

(vii) The Employer will provide Participants with the right to amend their PHI and will incorporate any amendments to PHI in accordance with section 164.526 of the HIPAA Regulations;

(viii) The Employer will provide Participants with an accounting of disclosures of their PHI for reasons other than treatment, payment, or health care operations or pursuant to an authorization, in accordance with section 164.528 of the HIPAA Regulations;

(ix) The Employer will make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with the applicable requirements of the HIPAA Regulations;

(x) If feasible, the Employer will return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, the Employer will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;

(xi) The Employer will ensure that the adequate separation described in paragraph (e) below is established; and

(xii) The Employer will notify the Plan of any Breach by the Employer or an agent of the Employer without unreasonable delay and in no case later than 60 calendar days of the discovery of the Breach.

(e) At all times, there shall be adequate separation between the Plan and the Employer in accordance with the requirements under section 164.504(f)(2)(iii) and section 164.504(c)(2) of the HIPAA Regulations. In order to comply with such adequate separation requirements:

(i) Except as described in paragraph (a) with respect to a valid authorization and paragraph (b) above, the only employees, classes of employees, or other persons under the control of the Employer to be given access to PHI disclosed to the Employer or who receive PHI relating to treatment or payment under, the health care operations of, or other matters pertaining to the Plan in the ordinary course of business are (A) employees in the employee benefits division of the Human Resources Department of the City, (B) other employees with oversight responsibility for the portions of the Plan subject to HIPAA, including employees with oversight responsibility for claims payment and third party claims administration, (C) the Plan’s Privacy Officer (as defined below), (D) the Plan’s Contact Person (as defined below), and (E) the Employer’s internal legal counsel;

(ii) The access to and use by the Employer and the other individuals and entities

described in item (ii) above is restricted to (A) the administration functions that the Employer performs in connection with the operation and administration of the portions of the Plan that are subject to HIPAA, (B) the plan sponsor functions described in paragraphs (b) and (c) above, (C) uses and disclosures described in a Participant authorization, and (D) uses and disclosures that are described to Participant's in the Plan's notice of privacy practices, as required by section 164.520 of the HIPAA Regulations; and

(iii) Compliance with the foregoing provisions of this Section 4.03(e) shall be monitored and enforced by the Plan's "Privacy Officer" (as defined below), who will establish rules for effectively resolving any instances of noncompliance with the requirements of this Section 4.02, including complaint procedures and appropriate disciplinary sanctions as required by HIPAA. Such rules are incorporated herein by reference.

(f) As of the Effective Date, the City's Administrative Services Manager serves as the Plan's "Privacy Officer." The Employer may remove the Privacy Officer at any time upon written notice, provided that the Employer has appointed a successor Privacy Officer to serve. The Privacy Officer's duties and responsibilities focus upon the operation and administration of the Plan in connection with HIPAA (including activities conducted via the services of insurers, Business Associates, and employees and agents of the Employer) and the activities of the Employer regarding the Plan in its capacity as sponsor of the Plan. In order to carry out such general powers, duties, and responsibilities, the Privacy Officer shall develop a comprehensive privacy policy for the Plan.

(g) The Contact Person may be the same individual or entity as is serving as the Privacy Officer. As of the Effective Date, the City's Administrative Services Manager serves as the Plan's "Contact Person." The Employer may remove the Plan's then existing Contact Person at any time upon written notice provided that if the Employer has not appointed a successor Contact Person to serve, the Privacy Officer shall serve as the Contact Person. The Contact Person shall have any duties and responsibilities set forth in separate procedures, consistent with the requirements of HIPAA.

Section 4.04 HIPAA Security Requirements.

(a) The Plan shall do all of the following in accordance with HIPAA:

(i) The Plan will ensure the Confidentiality, Integrity, and Availability of all electronic PHI (referred to herein as "ePHI") that it creates, receives, maintains, or transmits.

(ii) The Plan will protect against any reasonably anticipated threats or hazards to the Security or Integrity of such ePHI.

(iii) The Plan will protect against any reasonably anticipated uses or disclosures of such ePHI that are not permitted or required under the HIPAA Regulations.

(iv) The Plan will ensure compliance with the security standards set forth in the HIPAA Regulations (the "Security Standards") by its Workforce.

(v) The Plan will implement each Security Standard and implementation specification thereunder that is designated as “Required” in the HIPAA Regulations and/or Appendix A to Subpart C of Part 146 thereof, as provided in paragraph (d)(i) below. In addition, the Plan will take appropriate steps with respect to each Security Standard and implementation specification thereunder that is designated as “Addressable” in the HIPAA Regulations, including without limitation assessing whether each implementation specification in the Security Standard is a reasonable and appropriate safeguard in its environment, when analyzed with reference to the likely contribution to protecting the Plan's ePHI, implementing those implementation specifications that are reasonable and appropriate, and documenting why it is not reasonable and appropriate to implement an implementation specification, where that is the case.

(b) The Plan will ensure that its Business Associate agreements comply with the requirements of section 164.314 of the HIPAA Regulations and other requirements of HIPAA; and

(c) The Plan will periodically review the Security Measures implemented to comply with the Security Standards and modify such measures as needed in order to continue provision of reasonable and appropriate protection of ePHI as described in the Plan and its security procedures.

(d) The Employer may receive and use ePHI only if the Employer agrees to comply with and enforce the following restrictions and requirements regarding the ePHI that is provided by the Plan to the Employer:

(i) The Employer will implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Plan as required by sections 164.308, 164.310, and 164.312 of the HIPAA Regulations;

(ii) The Employer will ensure that the adequate separation required pursuant to Section 4.03(e) is supported by reasonable and appropriate Security Measures and as required by the HIPAA Regulations;

(iii) The Employer will ensure that any agent, including a subcontractor, to whom it provides ePHI that it creates, receives, maintains, or transmits on behalf of the Plan agrees to implement reasonable and appropriate Security Measures to protect such information;

(iv) The Employer agrees to report to the Plan any Security Incident of which it becomes aware in accordance with the HIPAA Regulations;

(e) In accordance with section 164.316 of the HIPAA Regulations, the Plan shall:

(i) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the Security Standards, taking into account (A) the size, complexity, and capabilities of the Plan, (B) the Plan's technical infrastructure, hardware, and software security capabilities, (C) the costs of the Security Measures, and (D) the probability and criticality of potential risks to ePHI.

(ii) Maintain in written or electronic form the policies and procedures implemented by the Plan to comply with the provisions of this Section 4.04 as required by the Security Standards.

(iii) Maintain in written or electronic form records of any actions, activities, or assessments taken by the Plan that are required by this Section 4.04 or the Security Standards to be so maintained.

(iv) Retain the documentation required by this Section 4.04 for a period of six (6) years from the date of its creation or the date when it was last in effect, whichever is later.

(v) Make the documentation required by this Section 4.04 available to those members of the Plan's Workforce responsible for implementing such policies and procedures.

(vi) Periodically review the Plan's policies and procedures and update them as needed in response to environmental or operational changes affecting the security of ePHI.

(f) As of the Effective Date, the Plan Administrator serves as the Plan's "Security Officer." The Employer may remove the Security Officer at any time upon written notice, provided that the Employer has appointed a successor Security Officer to serve. The Security Officer's duties and responsibilities focus upon the operation and administration of the Plan in connection with the Security Standards and HIPAA and activities of the Employer regarding the Plan. The Security Officer shall work cooperatively with the Employer's information technology staff, other applicable Employer offices/personnel, and Business Associates in overseeing the Plan's compliance with the Security Standards. In order to carry out such general powers, duties, and responsibilities, the Security Officer shall develop a comprehensive security policy for the Plan.

ARTICLE V.
PLAN ADMINISTRATION

Section 5.01 Plan Administrator.

(a) The Plan Administrator shall have the sole authority to control and manage the operation and administration of the Plan. If more than one Plan Administrator has been appointed with respect to different portions of the Plan, the appointed person(s) or entity will have sole authority to control and manage the operation and administration of the Plan with respect to the applicable portion of the Plan. The Employer shall provide all information about the Plan (including the Component Plans) as the Plan Administrator deems necessary to carry out its responsibilities. Plan records shall be maintained on the basis of the Plan Year.

(b) The Plan Administrator shall have the complete discretion and authority to interpret the provisions of the Plan (or, if applicable, the portion of the Plan with respect to which the person(s) serve as Plan Administrator) and to make all applicable findings of fact and determinations of eligibility for benefits (including, but not limited to, the authority to determine whether any election or notice requirement or other administrative procedure under the Plan has been adequately observed; to determine the proper recipient of any Plan benefits; and to remedy possible ambiguities, inconsistencies, or omissions by general rule or particular decision). Decisions by the Plan Administrator shall be final, conclusive, and binding on all parties and may not be overturned unless found by a court to be arbitrary and capricious and to have no foundation.

(c) The Plan Administrator may delegate responsibilities for the operation and administration of the Plan, may employ persons to assist in fulfilling its responsibilities under the Plan, may designate fiduciaries other than those named in the Plan, and may allocate or reallocate fiduciary and ministerial responsibilities under the Plan. To the extent the Plan Administrator delegates its fiduciary administrative powers or duties to any other person(s), such person(s) shall have the complete discretionary authority to exercise such powers or duties.

Section 5.02 Fiduciary Duties and Responsibilities.

(a) Each fiduciary of the Plan, if any, in carrying out the fiduciary's duties to the Plan, shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in exercising such authority.

(b) A Plan fiduciary may serve in more than one fiduciary capacity. A Plan fiduciary may allocate any of the fiduciary's responsibilities for the operation and administration of the Plan to other fiduciaries. A Plan fiduciary may employ one or more persons to render advice with regard to any responsibilities such fiduciary has under the Plan.

(c) A fiduciary of the Plan shall not be liable for any act or omission of any other party to the extent that (i) such responsibility was properly allocated to such other party as a fiduciary or (ii)

such other party has been properly designated to carry out such responsibility pursuant to the procedures set forth above.

Section 5.03 Claims Procedure. The claims procedure for obtaining a benefit under a Component Plan shall be as set forth in the Component Plan; provided that a claim shall be deemed denied if the claimant does not receive a response from the Plan Administrator by the expiration of the response period set forth in the Component Plan.

(a) Proper written proof of loss must be filed in accordance with the requirements of the Plan (including applicable provisions of any Component Plan) prior to the commencement of any legal action. Notwithstanding any provision of this Plan or any Component Plan to the contrary, no action at law or in equity may be brought to recover benefits under a Component Plan until the administrative claim and appeal rights described in the Component Plan have been exercised and the Component Plan benefits requested through such claim and appeal process have been finally denied.

(b) A claimant's authorized representative is not precluded from acting on behalf of the claimant in pursuing a benefit claim or appeal. The Plan Administrator shall recognize a health care professional with knowledge of a claimant's medical condition as the claimant's representative in connection with an urgent care claim. The Plan Administrator may establish reasonable procedures for determining whether an individual has been authorized to act on behalf of a claimant. The Plan Administrator may automatically consider an Employee or Retiree to be the authorized representative of the Employee's or Retiree's Dependents, and the Employee's or Retiree's spouse to be the authorized representative of the Employee or Retiree and the Employee or Retiree's other Dependents. A permitted assignment of benefits by a claimant does not make the assignee the authorized representative of the claimant. If the claimant designates (or is considered to designate) an authorized representative with respect to a claim, all information and notifications required to be provided to the claimant with respect to that claim will be provided to the claimant's authorized representative (except to the extent the claimant notifies the Plan Administrator in writing that information and notifications should not be provided to the authorized representative).

(c) Notwithstanding anything to the contrary in the Plan, a claim for benefits may be compromised on any terms acceptable to both the Participant and the Plan Administrator.

Section 5.04 Expenses. Any expenses incurred in the administration of the Plan may be (but are not required to be) paid by the Employer in its sole discretion. If not paid by the Employer (or if paid by the Employer subject to reimbursement by the Plan), such expenses shall be paid by the Plan or, if the Plan has no assets, shall be paid by the Participants.

Section 5.05 Recovery Due to Errors.

(a) **General Rule.** If, because of a human or systems error, or because of incorrect information provided by (or correct information failed to be provided by) fraud, misrepresentation, or concealment of any relevant fact (as determined by the Plan Administrator) by any Participant, beneficiary, or other individual, the Plan:

(i) enrolls any individual in a Component Plan;

(ii) provides COBRA continuation coverage with respect to a group health Component Plan;

(iii) pays a claim under the Plan;

(iv) incurs a liability for failure to enroll, provide continuation coverage, or pay a benefit claim, or for terminating enrollment or continuation coverage; or

(v) makes any overpayment or erroneous payment that is not payable by the Plan,

the Plan Administrator shall be entitled to recover from such Participant, beneficiary, or other individual the benefit paid or the liability incurred, together with all expenses incidental to or necessary for such recovery. This recovery may be by whatever means the Plan Administrator chooses, including by offset against benefits otherwise properly payable under the Plan to a Participant or to any person who has coverage by or through the Participant.

(b) Rescission. In determining the appropriate recovery or other course of action under this Section 5.05, to the extent required by law, a Participant's coverage will not be terminated retroactively unless the Participant has performed an act, practice, or omission that constitutes fraud, or unless such Participant makes an intentional misrepresentation of material fact to either obtain or avoid termination of coverage under this Plan. Any such rescission of coverage will be administered in compliance with applicable law. For purposes of this provision, the termination of coverage retroactively due to the failure to pay required Participant Contributions applicable to a Participant's coverage, including continuation coverage under COBRA, is not considered a prohibited rescission of coverage.

Section 5.06 Electronic Administration. The Plan may be administered electronically by use of telephonic and/or computer resources. It is specifically contemplated that, where the Plan refers to communications such as designations, writings, notices, elections, and the like, these communications may occur electronically pursuant to such procedures as the Plan Administrator may establish.

ARTICLE VI.
AMENDMENT AND TERMINATION OF THE PLAN

Section 6.01 Amendment. The City has the right to amend the Plan (including any portion or Component Plan thereof or with respect to any class of Participants under the Plan) at any time, on behalf of the City and each Participating Employer, as applicable, by resolution of the Council or by written action of a delegate thereof who is specifically authorized by resolution of the Council to amend the Plan, provided that no amendment by a delegate of the Council shall be effective if it materially increases the cost of the Plan to the City.

Section 6.02 Termination. The City may discontinue or terminate the Plan, in whole or in part, or with respect to any class of Participants under the Plan, at any time, with or without notice, on behalf of the City and each Participating Employer, as applicable. Such termination shall be approved by resolution of the Council or by written action of a delegate thereof who is specifically authorized by resolution of the Council to terminate all or a portion of the Plan.

Section 6.03 No Reliance on Permanence of Plan Terms. As a matter of prudent business planning, the City is continually reviewing and evaluating various proposals for changes in compensation and benefit programs, including proposals to change the Plan. Some of such proposals, if finally approved and implemented, might be more advantageous or less advantageous than the Plan currently in effect. Because of the need for confidentiality, such decisions are not discussed or evaluated below the highest level of senior management of the City. Any managers, supervisors, and employees below such levels do not know whether the City will or will not adopt or change any compensation and/or benefit programs and are not in a position to speculate about any such future programs or changes. Unless and until such changes are formally announced by the City, no person is authorized to give assurance that such changes will or will not occur. If a Participant receives benefits under the Plan, the Participant shall be deemed to acknowledge and understand that the City may adopt new or modified programs or benefits in the future that, depending on the Participant's individual circumstances, may be more or less advantageous to the Participant. No Participant may expect or assume that any such new or modified programs or benefits will be extended on a retroactive basis to any person who previously received or was entitled to receive benefits under the Plan.

ARTICLE VII.

PARTICIPATING EMPLOYERS

Section 7.01 Adoption of Plan. This Plan may be adopted by an Affiliate subject to the provisions of this Section 7.01. An Affiliate will become a Participating Employer in this Plan and the Component Plans with the approval of the City. Such approval may be evidenced by (i) resolution of the Council or (ii) written action of a delegate who is specifically authorized by resolution of the Council to approve the entry of such Affiliate into the Plan as a Participating Employer. Such approval may specify a retroactive or prospective effective date for participation by the Affiliate, and the Plan's collection and acceptance of pre-tax or after-tax contributions from an Affiliate's otherwise eligible Employees and/or from such Affiliate with respect to one or more Component Plans may be considered in determining whether the Plan is intended to include the otherwise eligible Employees of an Affiliate. Schedule 1.03(s) will be updated as needed from time to time to reflect the inclusion of new Participating Employers in the Plan.

Section 7.02 Administration. As a condition to adopting the Plan, each Participating Employer shall be deemed to have authorized the City and the Plan Administrator to act for it in all matters arising under or with respect to the Plan and shall comply with such other terms and conditions as may be imposed by the Plan Administrator and the City.

Section 7.03 Transfers of Employment. Transfer of employment among the City and a Participating Employer shall not be considered as a termination of employment for purposes of the Plan.

Section 7.04 Termination of Participation. By written action of its governing authority or an authorized officer, a Participating Employer may, with the consent of the City, terminate its participation in the Plan with respect to its Employees (and any eligible individuals covered through such Employees). A Participating Employer must provide written notice of intent to withdraw from the Plan to the Plan Administrator and the City at least 90 days prior to the proposed date of withdrawal; provided, however, that the City may agree, in its sole discretion, to waive all or a part of such 90 day notice requirement. Moreover, the City, in its sole discretion, may terminate a Participating Employer's participation in the Plan at any time, by giving written notice of such termination to the Participating Employer and the Plan Administrator, including without limitation if the City determines that the Participating Employer's participation in the Plan would affect the Plan's status as a governmental plan under the Code and/or ERISA. Subject to applicable law, a termination of a Participating Employer's participation in the Plan may be as of either a retroactive or prospective date, provided that, except as required by law, an Employer that ceases to be an Affiliate shall automatically cease participation in the Plan. Schedule 1.03(s) will be updated as needed from time to time to reflect the termination of participation of a Participating Employer in the Plan.

ARTICLE VIII.

MISCELLANEOUS

Section 8.01 Non-Alienation of Benefits. No benefit, right or interest of any Participant or other beneficiary under the Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, seizure, attachment or legal, equitable or other process, nor shall the Plan be liable for, or subject to, the debts, liabilities or other obligations of such person, except as otherwise required by law or as permitted by the terms of the Plan, including any Plan (or Component Plan) provision which permits offset of a Plan benefit due to an overpayment or any other right of recovery or reimbursement of the Plan against a Participant or any participating Dependent, Employee, or Retiree with respect to the Participant.

(a) The Plan shall not be construed to make the Employer, the Plan, or the Risk Pool liable to any third-party to whom a Participant, beneficiary, or other person is liable for care, treatment, services, or otherwise. However, a Participant may direct that benefits that are otherwise payable from the Plan, that have not yet been paid by the Plan, be made directly to a medical provider. Further, in the absence of a written agreement with a provider, the Plan reserves the right to make benefit payments to the provider or the covered Participant. Payments made in accordance with a permitted assignment are made in good faith and will discharge the Plan's responsibility to the Participant with respect to benefits available under the Plan.

(b) To the extent assignment is permitted by the terms of the Plan or any Component Plan, such assignment includes only an assignment of the right to receive payment or reimbursement of benefits which the Participant was entitled to receive under the Plan as determined by the Plan Administrator. The fact that benefit payment is directed or made directly to a provider will not give the provider status as a Participant or provide a right to make or pursue claims for benefits or any other rights of the Participant under the Plan or applicable law. Any dispute regarding the amount of a payment due from the Plan must be resolved by the Participant through the Plan's internal claims procedure.

Section 8.02 Notices. Any notice required to be provided in writing in accordance with the terms of the Plan may be provided in electronic or other format to the extent permitted by applicable law. Notices, reports, and statements sent by regular mail to a Participant shall be deemed duly given, made or delivered, when deposited in the mail, addressed to the Participant's last known address.

Section 8.03 Limitation of Rights. Neither the establishment nor the existence of the Plan, nor any modification thereof, shall operate or be construed so as to: (a) give any person any legal or equitable right against the Employer, except as expressly provided herein or required by law, or (b) create a contract of employment with any Employee or Retiree, obligate the Employer to continue the service of any Employee, be consideration for or an inducement of the employment of any Employee, or affect or modify the terms of an Employee's employment in any way. Nothing herein will alter the presumption of employment at will and all individuals employed by the City will remain subject to termination, layoff, or discipline as if the Plan had not been put into effect.

Section 8.04 Governing Laws. The Plan shall be construed and enforced according to applicable Federal law and the laws of the State of Texas, without giving effect to the conflicts of laws

principles thereof. The Plan is a “governmental plan” within the meaning of section 3(32) of ERISA, and therefore is exempt from ERISA pursuant to section 4(b)(1) thereof.

Section 8.05 Severability. If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such invalid or unenforceable provision had not been included herein. In the event that the making of any payment or the provision of any other benefit required under the Plan is held to be in conflict with or in violation of any state or federal statute, rule, or decision or otherwise invalid or unenforceable, such conflict, violation, invalidity, or unenforceability shall not prevent any other payment or benefit from being made or provided under the Plan, and in the event that the making of any payment in full or the provision of any other benefit required under the Plan in full would be in conflict with or in violation of any state or federal statute, rule or decision or otherwise invalid or unenforceable, then such conflict, violation, invalidity or unenforceability shall not prevent such payment or benefit from being made or provided in part, to the extent that it would not be in conflict with or in violation of any state or federal statute, rule or decision or otherwise invalid or unenforceable, and the maximum payment or benefit that would not be in conflict with or in violation of any state or federal statute, rule or decision or otherwise invalid or unenforceable, shall be made or provided under the Plan.

Section 8.06 Captions. The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

Section 8.07 Waiver. Neither the failure nor any delay on the part of the Employer or the Plan Administrator to exercise any right, power, or privilege hereunder shall operate as a waiver thereof. No term, condition, or provision of the Plans shall be deemed waived, and there shall be no estoppel against enforcing any provision of the Plans, except through a writing of the party to be charged by the waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless explicitly made so, and it shall operate only with regard to the specific term or condition waived, and shall not be deemed to waive such term or condition in the future, or as to any act other than as specifically waived. No person other than as named or described by class in the waiver shall be entitled to rely on the waiver for any purpose.

Section 8.08 Benefit Payments to Incapacitated Participants. If the Plan Administrator determines that a Participant or other person entitled to receive payment of benefits under the Plan is unable to manage his or her own affairs because of illness or accident or is a minor, the Plan Administrator may direct that any benefit payment due the Participant, unless a claim shall have been made for such benefit by a duly appointed legal representative, be paid to the Participant’s spouse, child, a parent or other blood relative, or to a person with whom the Participant resides. Any such payment shall completely discharge the Plan for all liability for such benefits.

Section 8.09 Unknown Whereabouts. Each Participant will inform the Plan Administrator or its delegate of his current mailing address. An Employee or Retiree may inform the Plan Administrator of the current mailing address of any Dependent or beneficiary covered through such Employee or Retiree. If a Participant fails to inform the Plan Administrator of his current mailing address or the current mailing address of each covered Dependent or beneficiary has not been provided to the Plan

Administrator, neither the Plan Administrator, any third-party administrative provider, nor the Employer will be responsible for any late payment or loss of benefits, nor for failure of any notice to be provided or provided timely under the terms of the Plan to such individual. In addition, any communication, statement or notice addressed to a Participant at the last mailing address provided by such Participant to the Plan Administrator (including the last mailing address provided by an Employee or Retiree with respect to covered Dependents or beneficiaries) will be binding upon such person for all purposes of the Plan, and the Plan Administrator will not be obligated to search for or ascertain the whereabouts of any such Participant.

Section 8.10 Benefits Not Vested. No Participant or any other person shall be entitled to or have any vested right in or claim to a benefit under the Plan, except with respect to claims that have actually been incurred by any such person and that would otherwise be eligible for payment under the terms of the Plan, as in effect at the time the claim or expense was incurred. None of the Employer, the Risk Pool Trustees, or the Plan Administrator in any way guarantees the payment of any benefit which may be or become due to any person under the Plan.

Section 8.11 Protective Clause. None of the Risk Pool Trustees, Plan Administrator, Employer, or Risk Pool shall be responsible for the validity of any contract of insurance issued in connection with the Plan or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part. None of the Risk Pool Trustees, Plan Administrator, Employer, or Risk Pool in any way guarantees the payment of any benefit which may be or become due to any person under the Plan.

Section 8.12 Documentation Required. Whenever the Plan requires or permits a Participant to give notice to the Plan, the Plan Administrator, or the Employer, or to make an election or apply for coverage or payment of benefits or otherwise to communicate with the Plan, the Plan Administrator, or the Employer, or a representative of either (a “Plan Communication”), the Plan Administrator may impose reasonable requirements regarding the form and timing of any such Plan Communication including, but not limited to, the use of standard forms, and the imposition of requirements that any such Plan Communication be delivered not less than a reasonable period of time prior to the effective date of any such Plan Communication, and may require the Participant to provide substantiation of information related to Plan participation. Such forms and other requirements, including requirements regarding substantiation of information, may be changed from time to time by the Plan Administrator or authorized personnel of the City and such personnel similarly may approve forms or requirements imposed by third parties engaged to provide services to the Plan.

Section 8.13 Medical Responsibilities. With regard to Component Plans providing medical and other health-related benefits, all responsibility for medical decisions concerning any treatment, drug, service, or supply for a Participant rests with the Participant and such person’s treating physician. Neither the Employer, the Plan, the Plan Administrator, nor a third party administrative provider has any responsibility for any such medical decision or for any act or omission of any physician, hospital, pharmacist, nurse, or other provider of medical goods or services; each may rely upon the representations of any physician, hospital, pharmacist, nurse, or other provider of goods or services without any duty to verify independently the truth of such representations. A decision concerning any treatment, drug, service, or supply, or any other decision made by a Participant or medical

provider will in no way affect the decision by the Plan Administrator or its delegate whether a benefit is payable under the Plan with respect to such treatment, drug, service, or supply.

Section 8.14 Execution of Receipts and Releases. Any payment to or on behalf of a Participant or to a Participant's dependent, beneficiary, or legal representative ("payee"), in accordance with the provisions of the Plan, will to the extent thereof be in full satisfaction of all claims against the Plan, the Plan Administrator, and the Employer. The Plan Administrator may require such payee, as a condition precedent to such payment, to execute a receipt and release therefor in such form as the Plan Administrator will determine, in its sole discretion.

Section 8.15 No Conversion Privilege. Except as provided in an insurance policy which serves as a Component Plan Document, Participants will have no right or ability to convert coverage provided under the Plan to an individual policy or plan upon terminating participation in the Plan.

IN WITNESS WHEREOF, the City has caused this Plan to be executed by its duly authorized representative on this _____ day of _____, 2018.

CITY OF PLANO

By: _____
Title: _____

SCHEDULE 1.03(g)

COMPONENT PLANS

Plan Name

Health Benefit Plan

Pharmacy Benefit Plan

Dental Benefits Plan

Cafeteria Plan

Flexible Spending Account Plans (Health and Dependent Care)

Vision Care Plan

Employee Assistance Program

Supplemental Limited Benefit Medical Expense Insurance (Hospital Gap) Plan

Long Term Disability Insurance Plan

Life Insurance Plan

Medicare Supplemental Coverage

SCHEDULE 1.03(m)

PARTICIPATING EMPLOYERS

Employer Name

Participation Effective Date

SCHEDULE 1.03(y)

RISK POOL COMPONENT PLANS

<u>Plan Name</u>	<u>Excess Loss Insurance</u>
Health Benefit Plan	Yes
Pharmacy Benefit Plan	Yes
Dental Benefits Plan	No
Vision Care Plan	No
Supplemental Limited Benefit Medical Expense Insurance (Hospital Gap) Plan	No
Life Insurance Plan	No
Medicare Supplemental Coverage	No

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CITY OF PLANO WELFARE BENEFIT PLAN

Effective January 1, ~~2007~~2019

~~39712v2~~39712v5

TABLE OF CONTENTS

ARTICLE I ESTABLISHMENT AND INTERPRETATION OF THE PLAN.....	1
SECTION 1.01 THE PLAN	1
SECTION 1.02 PURPOSE	1
SECTION 1.03 DEFINITIONS.....	1
SECTION 1.04 INTERPRETATION.....	3
ARTICLE II ELIGIBILITY AND PARTICIPATION.....	5
SECTION 2.01 ELIGIBILITY OF ACTIVE EMPLOYEES	5
SECTION 2.02 ELIGIBILITY OF RETIREES	5
SECTION 2.03 ELIGIBILITY OF DEPENDENTS	5
SECTION 2.04 TERMINATION OF PARTICIPATION.....	7
ARTICLE III FUNDING AND BENEFITS.....	7
SECTION 3.01 FUNDING	8
SECTION 3.02 BENEFITS	12
ARTICLE IV HIPAA AND OTHER FEDERAL LAWS.....	13
SECTION 4.01 COMPLIANCE WITH CERTAIN HEALTH CARE LAWS.....	14
SECTION 4.02 COMPLIANCE WITH HIPAA RULES	14
ARTICLE V PLAN ADMINISTRATION.....	21
SECTION 5.01 PLAN ADMINISTRATOR	21
SECTION 5.02 FIDUCIARY DUTIES AND RESPONSIBILITIES	21
SECTION 5.03 CLAIMS PROCEDURE	22
SECTION 5.04 EXPENSES	22
SECTION 5.05 RECOVERY OF OVERPAYMENTS	22
ARTICLE VI AMENDMENT AND TERMINATION OF THE PLAN.....	23
SECTION 6.01 AMENDMENT	24
SECTION 6.02 TERMINATION	24
SECTION 6.03 NO RELIANCE ON PERMANENCE OF PLAN TERMS	24
ARTICLE VII PARTICIPATING EMPLOYERS.....	25
SECTION 7.01 ADOPTION OF PLAN.....	26
SECTION 7.02 ADMINISTRATION.....	26
SECTION 7.03 TERMINATION OF PARTICIPATION.....	26
ARTICLE VIII MISCELLANEOUS.....	27
SECTION 8.01 NON-ALIENATION OF BENEFITS.....	27
SECTION 8.02 NOTICES.....	28
SECTION 8.03 LIMITATION OF RIGHTS	28
SECTION 8.04 GOVERNING LAWS.....	28
SECTION 8.05 SEVERABILITY.....	28

SECTION 8.06 CAPTIONS.....	28
SECTION 8.07 WAIVER	28
SECTION 8.08 BENEFIT PAYMENTS TO INCAPACITATED PARTICIPANTS	29
SECTION 8.09	BENEFITS NOT VESTED
.....	29
.....	ARTICLE I
.....	1
ESTABLISHMENT AND INTERPRETATION OF THE PLAN.....	1
SECTION 1.01 THE PLAN	1
SECTION 1.02 PURPOSE	1
SECTION 1.03 DEFINITIONS.....	1
SECTION 1.04 INTERPRETATION.....	3
ARTICLE II.	5
ELIGIBILITY AND PARTICIPATION.....	5
SECTION 2.01 ELIGIBILITY OF ACTIVE EMPLOYEES	5
SECTION 2.02 ELIGIBILITY OF RETIREES	5
SECTION 2.03 ELIGIBILITY OF DEPENDENTS	5
SECTION 2.04 ENROLLMENT.....	6
SECTION 2.05 TERMINATION OF PARTICIPATION.....	7
ARTICLE III.....	8
FUNDING AND BENEFITS.....	8
SECTION 3.01 FUNDING	8
SECTION 3.02 BENEFITS	12
ARTICLE IV.....	14
COMPLIANCE WITH FEDERAL LAW.....	14
SECTION 4.01 COMPLIANCE WITH CERTAIN HEALTH CARE LAWS.....	14
SECTION 4.02 COMPLIANCE WITH HIPAA.....	14
SECTION 4.03 HIPAA PRIVACY REQUIREMENTS.....	15
SECTION 4.04 HIPAA SECURITY REQUIREMENTS	18
ARTICLE V.	19
PLAN ADMINISTRATION	21
SECTION 5.01 PLAN ADMINISTRATOR	21
SECTION 5.02 FIDUCIARY DUTIES AND RESPONSIBILITIES	21
SECTION 5.03 CLAIMS PROCEDURE	22
SECTION 5.04 EXPENSES.	22
SECTION 5.05 RECOVERY DUE TO ERRORS	22
SECTION 5.06 ELECTRONIC ADMINISTRATION.....	23

ARTICLE VI.....	22
AMENDMENT AND TERMINATION OF THE PLAN	24
SECTION 6.01 AMENDMENT.....	24
SECTION 6.02 TERMINATION.....	24
SECTION 6.03 NO RELIANCE ON PERMANENCE OF PLAN TERMS.....	24
ARTICLE VII.....	23
PARTICIPATING EMPLOYERS.....	25
SECTION 7.01 ADOPTION OF PLAN.....	26
SECTION 7.02 ADMINISTRATION.....	26
SECTION 7.03 TRANSFERS OF EMPLOYMENT	26
SECTION 7.04 TERMINATION OF PARTICIPATION.....	26
ARTICLE VIII.....	24
MISCELLANEOUS	27
SECTION 8.01 NON-ALIENATION OF BENEFITS	27
SECTION 8.02 NOTICES	28
SECTION 8.03 LIMITATION OF RIGHTS	28
SECTION 8.04 GOVERNING LAWS.....	28
SECTION 8.05 SEVERABILITY.....	28
SECTION 8.06 CAPTIONS.....	28
SECTION 8.07 WAIVER	28
SECTION 8.08 BENEFIT PAYMENTS TO INCAPACITATED PARTICIPANTS	29
SECTION 8.09 UNKNOWN WHEREABOUTS	29
SECTION 8.10 BENEFITS NOT VESTED	29
SECTION 8.11 PROTECTIVE CLAUSE	29
SECTION 8.12 DOCUMENTATION REQUIRED	29
SECTION 8.13 MEDICAL RESPONSIBILITIES.....	30
SECTION 8.14 EXECUTION OF RECEIPTS AND RELEASES.....	30
SECTION 8.15 NO CONVERSION PRIVILEGE	30
SECTION 8.10 PROTECTIVE CLAUSE	18
SCHEDULE 1.03(g) COMPONENT PLANS	2028
SCHEDULE 1.03(m) PARTICIPATING EMPLOYERS.....	2129
SCHEDULE 1.03(y) RISK POOL COMPONENT PLANS	2230

**ARTICLE I,
ESTABLISHMENT AND INTERPRETATION OF THE PLAN**

Section 1.01 The Plan. By this instrument and effective as of the Effective Date, except as otherwise set forth herein, the City hereby amends and restates the Plan and each of the Component Plans incorporated hereunder ~~and merges each such plan into this Plan. From and after the Effective Date, all Component Plans shall be considered as~~ part of this single Plan.

Section 1.02 Purpose. The purpose of the Plan is to provide Participants with the employee welfare benefits described herein. The Plan is intended to meet all requirements of applicable law.

Section 1.03 Definitions. The following terms, where capitalized herein, shall have the meanings as set forth below unless otherwise specified herein:

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

(b) "Cafeteria Plan" means the City of Plano Cafeteria Plan, as amended from time to time.

(c) "Chapter 172" means Chapter 172 of the Texas Local Government Code, as amended.

(d) "City" means the City of Plano, Texas.

(e) "COBRA" means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

~~(e)~~(f) "Code" means the Internal Revenue Code of 1986, as amended.

~~(f)~~(g) "Component Plan" means each employee welfare benefit plan or program identified on Schedule 1.03~~(f)~~(g) to this Plan, as such plan or program ~~is may be~~ amended from time to time. ~~The governing instruments (as Component Plans and Schedule 1.03(g) may be amended from time to time) of each Component Plan are attached hereto as without the applicable Appendix need for a formal amendment to Schedule 1.03(f) the Plan.~~

(h) "Component Plan Document" means the written documents setting forth the terms of an applicable Component Plan, including without limitation insurance policies, HMO contracts, summary plan descriptions, pamphlets, and brochures regarding such Component Plan, the provisions of which are incorporated herein.

~~(g)~~(i) "Council" means the elected governing authority of the City.

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~~(h)(j)~~ (j) “Dependent” means a person who may be eligible to participate in the Plan or a ~~portion~~ Component Plan thereof by virtue of such person’s relationship to a participating (or formerly participating) Employee or Retiree.

~~(i)(k)~~ (k) “Effective Date” means January 1, ~~2007~~ 2019, except as otherwise stated herein.

~~(j)(l)~~ (l) “Employee” means a person who provides services to the Employer as a common-law employee and who is classified by the Employer for purposes of the Plan as a regular common-law employee (including, if applicable, an elected official of the City). An individual who is classified by the Employer as an independent contractor or contract service provider shall not be considered an “Employee” ~~under subsection (i) for purposes of the Plan,~~ notwithstanding such individual’s classification or reclassification by the Employer or any other person (including a governmental agency) for ~~tax purposes or any other~~ purpose.

~~(k)(m)~~ (m) “Employer” means the City and each Affiliate of the City which ~~adopts the Plan with the City’s consent as provided in ARTICLE VII. Each is a Participating Employer is identified on Schedule 1.03(k). Such Schedule shall be updated from time to time to reflect changes in the participating Employers without the need for a formal Plan amendment. Unless the context clearly indicates otherwise, references to the “Employer” include all Employers in the Plan.~~

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

~~(o)~~ (o) “HIPAA Rules” means the ~~privacy and security rules of the administrative simplification regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 and set forth at 45 CFR parts 160 and part 164, as amended, and any regulations or rulings issued thereunder.~~

~~(m)(p)~~ (p) “HMO” means ~~any health maintenance organization or similar organization or network of individuals or organizations that has contracted to provide medical, mental, and/or other health-related benefits to Participants.~~

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~~(n)(q)~~ (q) “Participant” means an Employee, Retiree, or Dependent who satisfies the applicable requirements of ~~ARTICLE H~~ARTICLE II of the Plan and is therefore eligible to participate in the Plan or a portion thereof.

~~(o)(r)~~ (r) “Participant Contribution” means the pre- or ~~post~~after-tax contribution, if any, required to be paid by or on behalf of a Participant under the Cafeteria Plan or otherwise as a condition for participating in the Plan or any Component Plan. The term “Participant Contribution” includes contributions required for a Participant to participate in a self-~~insured or~~ funded Component Plan, a Risk Pool Component Plan funded through the Risk Pool, and a fully or partially insured Component Plan (including a Component Plan funded pursuant to an agreement with ~~a health maintenance organization an~~ HMO).

~~(s)~~ (s) “Participating Employer” means each Affiliate of the City which has adopted the Plan in accordance with Section 7.01. ~~Each Participating Employer, if any, will be identified on a Schedule 1.03(s) to the Plan. Such Schedule may be amended from time to time to reflect the~~

addition to, or withdrawal of a Participating Employer from, the Plan without the need for a formal amendment to the Plan.

~~(p)(t)~~ “Plan” means this City of Plano Welfare Benefit Plan (including all ~~Schedules, Appendices, and instruments~~ Component Plan Documents incorporated by reference herein), as amended from time to time.

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~~(q)(u)~~ “Plan Administrator” means the City; provided that to the extent another entity or person is appointed to administer the Plan or a portion thereof (including a Component Plan or a portion of a Component Plan) pursuant to ~~ARTICLE V~~ ARTICLE V, such other entity or person shall be the Plan Administrator for purposes of such appointment.

~~(r)(v)~~ “Plan Year” means the ~~annual period beginning January 1 and ending December 31, both dates inclusive~~ calendar year.

~~(s)(w)~~ “Retiree” means a former Employee who may be eligible to participate in the Plan or a ~~portion thereof after~~ Component Plan following termination of employment with the Employer.

~~(t)(x)~~ “Risk Pool” means the risk pool (as defined by Chapter 172) established by the City pursuant to ~~Section 3.01(e)~~ Section 3.01(c).

~~(u)(y)~~ “Risk Pool Component Plan” means a Component Plan for which benefits are provided through the Risk Pool. Each Risk Pool Component Plan is identified on Schedule 1.03(u)-(y). Such Schedule ~~shall~~ may be updated from time to time ~~to reflect changes in the Risk Pool Component Plans~~ without the need for a formal Plan amendment.

~~(v)(z)~~ “Risk Pool Trustees” means the trustees of the Risk Pool.

~~(w)(aa)~~ “Section 115 Trust” means the trust (if any) established ~~and maintained~~ under section 115(1) of the Code to fund benefits under the Risk Pool for certain Risk Pool Component Plans.

Section 1.04 Interpretation.

~~(a) — Except as specifically provided otherwise in this Plan document (without regard to the Schedules and Appendices hereto), in the event that the provisions of the governing instruments of a, any reference to the Plan includes each Component Plan conflict with the provisions of this Plan document (without regard to the Schedules and Appendices hereto), the Plan Administrator shall use its discretion to interpret the terms and purposes of the Plan (including the Schedules and Appendices hereto) so as to resolve such conflict.~~

~~(a) Each reference herein to a and Component Plan shall be deemed to incorporate Document. The Component Plans and the Component Plan Documents are incorporated herein by reference the terms of such in their entirety and made a part of the Plan. In the event that a provision in a Component Plan as set forth in the applicable Appendix to Schedule 1.03(f), as amended from time to time. Document conflicts with, contradicts, or renders ambiguous any provision in this document, the provision in this document shall control unless otherwise specifically provided.~~

(b) References herein to a “portion” of the Plan shall be deemed to refer to any applicable portion of the entire Plan or of any Component Plan(s) that are incorporated as part of the Plan.

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(c) All references herein to “Article” or “Section” shall mean the appropriate Article or Section of the Plan, unless otherwise required by the context. All references herein to a “Schedule” shall mean the appropriate Schedule that is affixed to the Plan and made a part hereof, unless otherwise required by the context.

(d) All references in the Plan to the “~~before~~pre-tax” or “after-tax” status of contributions, distributions, or other amounts relate to the status of such contributions, distributions, or other amounts under the Federal income tax provisions of the Code.

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

(f) Except to the extent provided herein, nothing in the Plan shall be construed to affect the provisions of any other plan maintained by the Employer, including a plan intended to comply with the qualification provisions of sections 401(a) and 501(a) of the Code.

ARTICLE II.
ELIGIBILITY AND PARTICIPATION

Section 2.01 Eligibility of Active Employees.

(a) An Employee shall become a Participant in the Plan upon satisfying the eligibility and participation requirements (including any applicable waiting period) under any Component Plan applicable to persons actively providing regular services to ~~an~~the Employer. An Employee shall become a Participant in other Component Plans upon satisfying the similar eligibility and participation requirements of those other Component Plans. Rules of eligibility, enrollment, coverage, and termination of coverage may vary for each Component Plan and are set forth in the respective Component Plan Documents. A person who participates in a Component Plan as an Employee may not contemporaneously participate in the same plan as a Dependent or a Retiree.

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(b) Notwithstanding the foregoing or the provisions of any Component Plan, the following categories of Employees (as classified by the Employer for purposes of the Plan pursuant to its personnel records and without regard to any classification or reclassification by the Employer or any other person (including a court or governmental agency) for any other purpose) shall not be eligible to participate in or receive benefits under the Plan or any Component Plan:

- (i) temporary; and
- (ii) seasonal.

Section 2.02 Eligibility of Retirees. A Retiree shall become a Participant in the Plan upon satisfying the eligibility and participation requirements, if any, under any Component Plan applicable to persons who previously provided regular services to ~~an~~the Employer but who no longer satisfy the eligibility requirements applicable to active Employees. A Retiree shall become a Participant in other Component Plans upon satisfying the similar eligibility and participation requirements, if any, of those other Component Plans. Rules of eligibility, enrollment, coverage, and termination of coverage may vary for each Component Plan and are set forth in the respective Component Plan Documents. If a Component Plan does not contain provisions regarding the eligibility and participation of Retirees, then a Retiree shall not be eligible to participate in such Component Plan. A person who participates in a Component Plan as a Retiree may not contemporaneously participate in the same plan as an Employee or a Dependent. As part of the terms of any Component Plan that covers Retirees, the City may determine, in its sole discretion, to provide certain service credits to active Employees with respect to their potential benefits following retirement. The terms of any such service crediting rules will be set forth in one or more Component Plan Documents.

Section 2.03 Eligibility of Dependents. A Dependent shall become a Participant in the Plan upon satisfying the eligibility and participation requirements, if any, under any Component Plan applicable to persons who have a familial or similar relationship to a participating or formerly participating Employee or Retiree. A Dependent shall become a Participant in other Component Plans upon satisfying the similar eligibility and participation requirements, if any, of those other Component Plans. Rules of eligibility, enrollment, coverage, and termination of coverage may vary for each Component Plan and are set forth in the respective Component Plan Documents. If a Component

Plan does not contain provisions regarding the eligibility and participation of Dependents, then a Dependent shall not be eligible to participate in such Component Plan. A person who participates in a Component Plan as a Dependent may not contemporaneously participate in the same plan as an Employee or a Retiree.

Section 2.04 Enrollment.

(a) General Requirements. Enrollment and coverage in a Component Plan shall be subject to any required Participant Contributions applicable to such coverage, in accordance with Section 3.01, and to all other terms and conditions set forth in the applicable Component Plan Document. Under each Component Plan, different benefits may be provided with respect to different eligible Employee categories or portions of such eligible Employee categories, and neither the Plan nor the Employer will be under any obligation to provide comparable benefits, in the aggregate or on a benefit-by-benefit basis, with respect to such separate eligible Employee categories or portions of such eligible Employee categories. Nothing in this Plan will be construed or applied to indicate that each Component Plan is applicable to each eligible Employee category hereunder, or to all persons assigned to each eligible Employee category.

(b) Provision of Required Forms and Information. Notwithstanding any other provision of this Section 2.04 or the terms and conditions of an applicable Component Plan Document, an eligible Employee must complete any applicable enrollment forms and provide all necessary information (e.g., Social Security Numbers) required for participation in, and coverage under, a Component Plan. Enrollment in a Component Plan will not be effective unless and until all required forms and information have been timely provided, and may be suspended, to the extent permitted by law, in the event that the eligible Employee fails to provide necessary information or forms with respect to his coverage or that of an eligible Dependent, until such information or forms have been provided to the Plan Administrator.

(c) Correction of Coverage or Enrollment Error. If the Plan Administrator determines in its sole discretion that an error has occurred with respect to enrollment or coverage under the Plan, the Plan Administrator may correct any such error in any manner it deems appropriate; provided, however, that, any mid-year election changes will comply with any applicable requirements under the Cafeteria Plan.

(d) Enrollment Without Regard to Medicaid or Medicare Eligibility. To the extent required by law, each Component Plan that is a group health plan will permit an individual to enroll in such Component Plan without regard to the fact that the individual is eligible for or is provided (i) medical assistance under a state plan for medical assistance approved pursuant to title XIX of the Social Security Act, or (ii) benefits under Part A or B of Medicare, to the extent such Component Plan is required to comply with such laws.

~~Section 2.04~~Section 2.05 Termination of Participation. Participation in the Plan shall terminate when the Participant ceases to participate in all Component Plans or when the Plan is terminated. Participation in a Component Plan shall cease when:

- (a) the coverage of the Participant terminates (for any reason or reasons) in accordance with the terms of the Component Plan;
- (b) the Participant ceases to satisfy the eligibility requirements for participation in the Component Plan;
- (c) the Component Plan or the Plan is amended to terminate coverage for the class of Employees, Retirees, or Dependents to which the Participant belongs; or
- (d) the Component Plan is terminated.

If a Participant ceases to participate in the Plan, and the Plan has not been terminated, he shall be entitled to resume participating in accordance with the other provisions of this Article II.

ARTICLE III.
FUNDING AND BENEFITS

Section 3.01 Funding.

(a) Participant Contributions.

(i) The amount of any Participant Contribution applicable to a Component Plan shall be determined by the EmployerCity from time to time in its sole discretion. By electing to participate in any Component Plan and/or by receiving benefits under any Component Plans, each Participant agrees to the deduction of Participant Contributions from the wages or other benefits otherwise payable to the Participant and/or from any benefits payable under the Plan.

(ii) No Participant Contributions may be made to the Plan by a participating Employee or on behalf of a participating Employee's participating Dependents except in accordance with and pursuant to the terms of the Cafeteria Plan. The procedures for making Participant Contributions to the Plan by a participating Employee (including Participant Contributions attributable to a participating Employee's participating Dependents) shall be governed by the terms of the Cafeteria Plan.

(iii) Participant Contributions for (A) a participating Retiree, (B) a former Employee who continues to participate in the Plan other than as a retiree (for example, a former Employee who participates in a group health Component Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended COBRA), and (C) a participating Dependent who is a Participant other than by reason of a relationship to an actively participating Employee shall be made on an after-tax basis in accordance with rules established by the Employer. Such rules are incorporated herein by this reference.

(b) Employer Contributions. Nothing herein requires ~~an~~the Employer or the Plan Administrator to contribute to or under the Plan, or to maintain any fund or segregate any amount for the benefit of any Participant. Except as provided otherwise by a Component Plan or by ~~Section 3.01(e)~~ Section 3.01(c) below, (i) all Plan benefits shall be paid out of the general assets of the Employer; (ii) no Participant or beneficiary shall have any right to, title or interest whatsoever in or to the assets of the Employer or any investment reserves, accounts, or funds that the Employer may purchase, establish, or accumulate to aid in providing benefits under the Plan; (iii) nothing contained in the Plan, and no action taken under the Plan, shall create a trust or fiduciary relationship of any kind between the Employer and any Participant or any other person; and no Participant shall acquire any interest greater than that of an unsecured creditor of the Employer.

(c) Risk Pool. Except to the extent provided otherwise by a Component Plan or prohibited by Chapter 172, benefits under each Risk Pool Component Plan shall be provided through the Risk Pool (including by insurance procured through the Risk Pool) hereby established by the City in accordance with Chapter 172.

(i) Benefits under a Risk Pool Component Plan may be paid (A) by the insurer under a group or other insurance policy for which the Risk Pool is the policyholder or which is

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procured or held by the Risk Pool; (B) directly by the Risk Pool (with or without excess loss insurance or reinsurance); (C) by the Section 115 Trust or any other trust forming part of the Risk Pool; or (D) in such other manner as is approved by the Risk Pool Trustees and permissible under Chapter 172. The actual manner in which benefits under a particular Risk Pool Component Plan are funded shall be determined by the terms of the plan and any applicable insurance contract, trust agreement, or other funding instrument. No Participant shall have a claim to any specific Risk Pool asset or funding source except as specifically provided by the terms of the applicable Risk Pool Component Plan and the applicable funding instrument.

(ii) Participant Contributions shall be deposited to the credit of the Risk Pool's fund and used as provided by rules of the Risk Pool and the applicable Component Plan. The Employer may pay all or part of any Employer contributions to the Risk Pool from local funds, including federal grant or contract pass-through funds, that are not dedicated by law to some other purpose.

(A) The Employer may, but shall not be required to, pay all or part of any Participant Contributions.

(B) A Participant Contribution to the Risk Pool may be deducted from a participating Employee's compensation with the written approval of the Employee.

(C) State funds, except federal grant or contract fund passed through the state to the Employer or other state funds as permitted by the Texas Insurance Code and other applicable law, may not be used to purchase coverage or to pay contributions under the Risk Pool.

(iii) The Risk Pool by contract may purchase insurance coverage for persons who are covered by the Risk Pool from an insurance company authorized to do business in Texas. The Risk Pool may not represent to persons who apply for coverage or who are covered by the Risk Pool that the coverage being provided is insurance (unless the benefits are fully insured by an insurance policy procured by the Risk Pool).

(iv) The Risk Pool is a legal entity that may contract with an insurer licensed to do business in Texas to assume any excess of loss of any benefits provided directly by the Risk Pool. Accordingly, the Risk Pool may purchase excess loss coverage or reinsurance to insure the Risk Pool against financial losses that the Risk Pool determines might place the solvency of the Risk Pool in financial jeopardy.

(A) Notwithstanding any provision of the Texas Insurance Code or any other law governing insurance in Texas, an insurer authorized to do business in Texas may assume the excess of loss of any benefits provided directly by the Risk Pool.

(B) The Risk Pool maintains excess loss coverage or reinsurance with respect to the Risk Pool Component Plans specified on Schedule 1.03~~(u)-(y)~~.

(C) If the Risk Pool does not purchase excess loss coverage or reinsurance with respect to a Risk Pool Component Plan that is not fully insured, the Plan Administrator shall give written notice to each prospective Participant in such Component Plan that the Risk Pool does

not maintain excess loss coverage or reinsurance. The Administrator shall provide the notice before the prospective Participant becomes covered by the Plan and shall give the prospective Participant the opportunity to decline the coverage.

(D) If the Risk Pool cancels or does not renew excess loss coverage or reinsurance with respect to a Risk Pool Component Plan that is not fully insured, the Plan Administrator shall notify each Participant in such Component Plan that the coverage has been canceled or has not been renewed and shall give each such Participant an opportunity to cancel coverage. The Administrator must provide the notice and opportunity to cancel coverage not later than the 30th day after the date on which the Risk Pool cancels or does not renew the excess loss coverage of reinsurance.

(v) ~~Effective October 6, 2009, the Employer~~The City, through the City Manager, shall select and appoint three (3) or more employees of the City who shall serve as the Risk Pool Trustees and who shall be responsible for supervising the operation of the Risk Pool. A Risk Pool Trustee who acts as a fiduciary of the Risk Pool must have at least 16 hours of combined professional instruction with four hours of instruction in each of the following areas, and such training must be completed no later than the 180th day after the date of selection and appointment as a Risk Pool Trustee:

(A) law governing the establishment and operation of risk pools by political subdivisions;

(B) principles of self-insurance and risk pools, including actuarial and underwriting principles and investment principles;

(C) principles relating to reading and understanding financial statements;

and

(D) the general fiduciary duties of trustees.

(vi) The Risk Pool may be administered in whole or in part by ~~a~~ staff employed by the Risk Pool, an entity created by the City, and/or a third party administrator (a contract administrator ~~or~~) appointed by the Risk Pool Trustees in accordance with Chapter 172. For the avoidance of doubt, the Risk Pool Trustees shall have authority to appoint any third party service provider with respect to the Risk Pool, subject to the requirements of Chapter 172.

(vii) If the State of Texas enacts a law providing for the licensing or registration of contract administrators, the Risk Pool in contracting for administrative services may only contract for services of a contract administrator licensed or registered under the law. Before entering into a contract with a person to be a contract administrator of the Risk Pool, the Risk Pool Trustees shall require that person to submit information necessary for the Risk Pool Trustees to evaluate the background, experience, and financial qualifications and solvency of that person. The information submitted by a prospective contract administrator other than an insurance company must disclose:

(A) any ownership interest that the prospective contract administrator has in an insurance company, group hospital service corporation, ~~health maintenance organization~~HMO, or other provider of health care indemnity; and

(B) any commission or other benefit that the prospective administrator will receive for purchasing services or coverage for the Risk Pool.

(viii) An attorney employed by a contract administrator, provider of excess loss coverage, or reinsurer may not be simultaneously employed by the Risk Pool unless, before the attorney is employed by the Risk Pool, the contract administrator, provider of excess loss coverage, reinsurer, or attorney discloses to the Risk Pool Trustees that the attorney is employed by the contract administrator, provider, or reinsurer.

(ix) The Risk Pool Trustees shall invest, or shall appoint investment manager(s) or trustee(s) to invest, the Risk ~~Pool's~~Pool's money in accordance with the Texas Public Funds Investment Act of 1987 (Subchapter A, Chapter 2256, of the Texas Government Code) to the extent such act is applicable to the Risk Pool and is not inconsistent with Chapter 172; provided, however, that ~~investments shall not be limited to those authorized by such act but shall include, in addition to such investments, any investment authorized by the Texas Trust Code (Subtitle B, Title 9, Property Code). To avoid the possibility of doubt and notwithstanding anything herein to the contrary,~~ the Risk Pool Trustees (or any applicable investment manager(s) or trustee(s)) may invest the Risk ~~Pool's~~Pool's money (including any assets held in the Section 115 Trust) in any investment authorized by the Texas Trust Code (Subtitle B, Title 9, Property Code). All investments are intended to comply with Chapter 172.

(x) The Risk Pool Trustees shall have the fiscal accounts and records of the Risk Pool audited annually by an independent auditor.

(A) The person who performs the audit must be a certified public accountant or public accountant licensed by the Texas State Board of Public Accountancy.

(B) The independent audit shall cover the Risk ~~Pool's~~Pool's fiscal year.

(C) The Risk Pool Trustees shall file annually with the State Board of Insurance a copy of the audit report. A person may request the State Board of Insurance to provide copies of any item included in an audit report on payment of the cost of providing the copies.

(xi) The Risk Pool Trustees shall declare the Risk Pool insolvent if the Risk Pool Trustees determine that the Risk Pool is unable to pay valid claims within 60 days after the date the claims are verified.

(A) If the Risk Pool is declared insolvent by the Risk Pool Trustees, the Risk Pool shall cease operation on the day of the declaration, and the Risk Pool Trustees shall provide for the disposition of the Risk Pool's assets, debts, obligations, losses, and other liabilities.

(B) A Participant in a Risk Pool Component Plan may institute proceedings to have the Risk Pool declared insolvent by petitioning a district court in Travis County

to declare the Risk Pool insolvent. If the district court, after notice and hearing, determines that the Risk Pool is insolvent, the court shall appoint a receiver to take charge of and dispose of the Risk Pool's assets, debts, obligations, losses and other liabilities.

(C) After a receiver takes charge of the assets and determines outstanding debts, obligations, losses, and other liabilities, the receiver shall give notice of his determination to all Participants in Covered Risk Pool Plans.

(xii) The Risk Pool is not insurance or an insurer under the Insurance Code and other laws of this state, and the Texas Department of Insurance does not have jurisdiction over the Risk Pool.

(xiii) The Risk Pool shall have a right of reimbursement and be subrogated to any and all recoveries and rights of recovery of a Participant in a Risk Pool Component Plan for personal injuries or illness from any and all sources.

(xiv) The Risk Pool may fund benefits for a Participant who is an Employee of ~~an~~ Participating Employer that is qualified for exemption under section 501(c) of the Code if the Participating Employer provides governmental or quasi-governmental services on behalf of the City and derives more than 25 percent of its gross revenues from grants or funding from the City. Inclusion of such an Employee in the Risk Pool does not, for any purpose:

(A) make such Participating Employer a political subdivision or a division of a political subdivision; or

(B) make such an Employee an employee of the City or any division of the City.

(xv) The City may amend the provisions of the Risk Pool at any time and from time to time pursuant to the amendment provision of this Plan. The City may terminate the Risk Pool in whole or in part at any time and from time to time pursuant to the termination provision of this Plan.

(A) The termination of the Risk Pool shall not affect any trust established thereunder, which shall continue to exist until terminated in accordance with its terms.

(B) Upon termination of the Risk Pool, any insurance policies for which the Risk Pool is the policyholder and/or owner shall be transferred to the City, and the City shall become the policyholder and owner of such policies.

Section 3.02 Benefits. Benefits under a Component Plan will be paid solely in the form, in the amount, and in accordance with the terms of such Component Plan. ~~If a benefit is paid to a Participant and the Participant is not entitled to or should not have received such benefit under the terms of the applicable Component Plan (including by reason of the subrogation and reimbursement provisions of the Component Plan or this Plan), the amount of such benefit payment may be offset from any other benefit payments due or subsequently due to the Participant (or to a Dependent, Retiree, or Employee with respect to such Participant) under the Plan (including any other~~

~~Component Plan~~), and the applicable Component Plan Documents. Recovery of any overpayment or other Plan errors will be made in accordance with Section 5.05.

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~~ARTICLE IV.~~

HIPAA AND OTHER

ARTICLE IV.
COMPLIANCE WITH FEDERAL LAWSLAW

Section 4.01 Compliance with Certain Health Care Laws. Notwithstanding anything in the Plan or any Component Plan to the contrary, but subject, to the extent applicable, to any election by the Employer to opt out of the application of certain provisions in accordance with section 2721(b)(2) of the Public Health Service Act, ~~the Plan shall be administered in accordance with mandatory provisions of the Family Medical Leave Act of 1993, as amended; the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended; the Health Insurance Portability and Accountability Act of 1996, as amended; the Mental Health Parity Act of 1996, as amended; the Mother's and Newborn's Health Protection Act of 1996, as amended; and the Women's Health and Cancer Rights Act of 1998, as amended, as of the applicable effective date of each such act each~~ Component Plan that is a group health plan within the meaning of section 9832 of the Code will operate in compliance with the applicable requirements of subtitle K, chapter 100 of the Code (i.e., the special enrollment and portability requirements of section 9801 of the Code, the health status nondiscrimination requirements of section 9802 of the Code, the guaranteed renewability requirements of section 9803 of the Code, the newborns and mothers protection provisions in section 9811 of the Code, and the mental parity provisions of section 9812 of the Code), which provisions are hereby incorporated herein by reference. Each Component Plan that is a "group health plan" within the meaning of the following laws, will also comply with such laws, as they may be amended from time to time, and any regulations or rulings issued thereunder: COBRA, the Women's Health and Cancer Rights Act of 1998, the Genetic Information Nondiscrimination Act of 2008, Public Law 110-381 (commonly referred to as "Michelle's Law"), the Mental Health Parity Act of 1996, the Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008, and the Patient Protection and Affordable Care Act and Health Care and Education Reconciliation Act. In addition, the Plan and each Component Plan shall be administered in accordance with all applicable provisions of the Family Medical Leave Act of 1993, as amended, and the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended.

Section 4.02 Compliance with HIPAA Rules. The provisions of this Section 4.02 ~~and of Sections 4.03 and 4.04 below (collectively, the "Plan HIPAA Provisions")~~ shall apply solely with respect to and to the extent of the portions of the each Component Plan that constitute "health plans" as constitutes a group health plan or that provides "health care" within the meaning of HIPAA. References to the Plan within the Plan HIPAA Provisions are intended to refer only to such term is defined by the HIPAA Rules. Furthermore, the provisions of this Section shall not be effective until the "compliance date" ~~Component Plans. Each such Component Plan will be treated as a single covered entity for such portions of the Plan as such term is defined by the HIPAA Rules. For purposes of this Section, the term "protected health information" shall~~ compliance with any applicable privacy or security requirements under HIPAA. Any capitalized terms used in the Plan HIPAA Provisions that are not defined herein will have the meaning set forth in the ascribed to such terms under HIPAA Rules. The provisions of this Section ~~Plan HIPAA Provisions are intended to ensure compliance with the HIPAA Rules and shall be construed solely for that purpose. Such provisions shall not~~ The Employer will have the authority to enter into and enforce on behalf of the Plan such contracts and agreements (specifically including Business Associate agreements) as

may be construed to provide or mean that any portion of the Plan is a health care provider, practices medicine, or makes medical treatment decisions. The portions of the Plan that provide for health care benefits reimburse appropriate or pay for a portion of the cost of eligible health care expenses and do not directly provide health care or practice medicine necessary to cause the Plan to satisfy its obligations under HIPAA.

Section 4.03 HIPAA Privacy Requirements.

(a) — The Plan may use protected health information (referred to herein as “PHI”) to the extent of and in accordance with the uses and disclosures permitted by the HIPAA Rules. Without limiting the foregoing, the Plan may use and disclose protected health information PHI for “payment,” “treatment,” and “health care operations” purposes as such terms are defined by the HIPAA Rules.

(b)(a) Protected health information may be disclosed by. In addition, the Plan may at any time disclose PHI to the Employer, and the Employer may use and disclose protected health information, for plan administration purposes, for enrollment purposes, and for any other purposes consistent with an individual’s authorization or permitted by the HIPAA Rules. In addition, “summary health information” may be disclosed by the Plan to the Employer and may be used and disclosed by the Employer for purposes of obtaining premium bids for health insurance coverage under the Plan or modifying, amending, or terminating the Plan PHI received from the Plan, if such disclosure and use is pursuant to and in accordance with a valid authorization from the individual who is the subject of such information.

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(b) The Plan will not Employer may receive, use, and disclose protected PHI from the Plan if the information consists solely of “summary health information” (referred to the Employer herein as “SHI”) and if the Employer certifies to the Plan Administrator that the information is being requested for one or more of the following:

(i) for the purpose of enabling the Employer to obtain premium bids from health insurers for providing health insurance coverage under the Plan;

(ii) for purposes of determining whether and, if so, how to modify or amend the Plan;

(iii) for purposes of determining whether and, if so, how to terminate the Plan, in whole or in part; or

(iv) for such other purposes consistent with HIPAA as may be necessary for the administration of the Plan.

(c) The Employer may receive, use, and disclose PHI from the Plan if the information consists of enrollment or disenrollment information (i.e., indicates whether the individual is participating in the Plan or is enrolled in or has disenrolled from a health insurance issuer or HMO offered under the Plan).

~~(e)~~(d) The Employer may receive PHI from the Plan and use such PHI for plan administration purposes ~~unless the Plan receives from~~ if (x) the Employer a certification by the Employer certifies in writing to the Plan Administrator that the applicable Plan documents have been amended to incorporate the following ~~incorporates the restrictive provisions. Therefore, the Employer certifies and agrees that it will~~ described in clauses (i) through (x) below and the separation requirements described in paragraph (e) below, and (y) except as described in paragraph (a) with respect to a valid authorization and paragraph (b) above, the Employer agrees to comply with the following restrictions and requirements regarding the PHI that is provided by the Plan to the Employer:

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(i) ~~Not~~The Employer will ~~not~~ use or further disclose the ~~protected health information~~PHI other than as permitted or required by the Plan documents or as required by law;

(ii) ~~Ensure~~The Employer will ensure that any agents, including a subcontractor, to whom it provides ~~protected health information~~PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;

(iii) ~~Not~~The Employer will ~~not~~ use or disclose the ~~protected health information~~PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer ~~(unless authorized by the individual and permitted by the HIPAA Rules)~~;

(iv) ~~Report~~The Employer will report to the Plan any use or disclosure of the ~~protected health information~~PHI that is inconsistent with the uses or disclosures provided for and of which it becomes aware;

(v) ~~Make~~The Employer will make available ~~protected health information to the affected individual~~Participants PHI in accordance with section 164.524 of the regulations under HIPAA Rules; ~~(the "HIPAA Regulations")~~;

(vi) Make available protected health information for amendment at the request of The Employer will agree to Participant requests to restrict the use or disclosure of PHI as required by HIPAA;

~~(vii)~~(vii) The Employer will provide Participants with the ~~affected individual~~right to amend their PHI and will incorporate any amendments to ~~protected health information~~PHI in accordance with ~~section 164~~section 164.526 of the HIPAA ~~Rules~~Regulations;

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~~(viii)~~(viii) ~~Make available the information required to~~The Employer will provide Participants with an accounting of disclosures of their PHI for reasons other than treatment, payment, or health care operations or pursuant to an affected individual authorization, in accordance with section 164.528 of the HIPAA ~~Rules~~Regulations;

~~(ix)~~(ix) ~~Make~~The Employer will make its internal practices, books, and records relating to the use and disclosure of ~~protected health information~~PHI received from the Plan available to the ~~United States Department~~Secretary of Health and Human Services for purposes of

determining compliance by the Plan with the applicable requirements of the HIPAA ~~Rules~~Regulations;

~~(ix)~~(x) If feasible, the Employer will return or destroy all ~~protected health information~~PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, the Employer will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; ~~and~~

~~(x)~~(xi) ~~Ensure~~The Employer will ensure that the adequate separation described in ~~subsection (d)~~paragraph (e) below is established; ~~and~~

(xii) With ~~The Employer will notify the Plan of any Breach by the Employer or an agent of the Employer without unreasonable delay and in no case later than 60 calendar days of the discovery of the Breach.~~

(e) At all times, there shall be adequate separation between the Plan and the Employer in accordance with the requirements under section 164.504(f)(2)(iii) and section 164.504(c)(2) of the HIPAA Regulations. In order to comply with such adequate separation requirements:

~~(d)~~ Except as described in paragraph (a) with respect to protected health information, a valid authorization and paragraph (b) above, the only employees, classes of employees, or other persons under the control of the Employer to be given access to PHI disclosed by the Plan to the Employer for use and/or disclosure by the Employer for plan administration purposes:

(i) Such information may be disclosed to the Employer or who receive PHI relating to treatment or payment under, the health care operations of, or other matters pertaining to the Plan in the ordinary course of business are (A) employees in the employee benefits division of the Human Resources Department of the Employer and to City, (B) other employees and positions with oversight responsibility for the portions of the Plan subject to the HIPAA Rules, including employees with oversight responsibility for claims payment and third party claims administration, (C) the Plan's Privacy Officer (as defined below), (D) the Plan's Contact Person (as defined below), and (E) the Employer's internal legal counsel;

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(ii) Such information may be used The access to and use by the persons Employer and the other individuals and entities described in subsection (e)(i) above only for purposes of is restricted to (A) the plan administration functions that the Employer performs for in connection with the operation and administration of the portions of the Plan that are subject to HIPAA, (B) the plan sponsor functions described in paragraphs (b) and (c) above, (C) uses and disclosures described in a Participant authorization, and (D) uses and disclosures that are described to Participant's in the Plan's notice of privacy practices, as required by section 164.520 of the HIPAA Regulations; and

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(iii) Compliance with the foregoing provisions of this Section 4.02(d)Section 4.03(e) shall be monitored and enforced by the Plan Administrator. The Plan Administrator shall Plan's "Privacy Officer" (as defined below), who will establish rules for effectively resolving any instances of noncompliance: with the requirements of this Section 4.02, including complaint

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procedures and appropriate disciplinary sanctions as required by HIPAA. Such rules are incorporated herein by ~~this~~ reference.

~~(e) — The following provisions of this Section 4.02(e) do not apply to the extent the only electronic protected health information (as defined by the HIPAA Rules) disclosed to the Employer for plan administration purposes is disclosed pursuant to an individual's authorization; is summary health information disclosed for the purpose of obtaining premium bids or modifying, amending, or terminating the Plan; or is enrollment, disenrollment, or participation information.~~

~~(i) — The Employer or its delegate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that the Employer creates, receives, maintains, or transmits on behalf of the Plan for plan administration purposes.~~

(f) — With respect to electronic protected health information, the Employer will ensure that the requirements of Section 4.02(d) above areAs of the Effective Date, the City's Administrative Services Manager serves as the Plan's "Privacy Officer." The Employer may remove the Privacy Officer at any time upon written notice, provided that the Employer has appointed a successor Privacy Officer to serve. The Privacy Officer's duties and responsibilities focus upon the operation and administration of the Plan in connection with HIPAA (including activities conducted via the services of insurers, Business Associates, and employees and agents of the Employer) and the activities of the Employer regarding the Plan in its capacity as sponsor of the Plan. In order to carry out such general powers, duties, and responsibilities, the Privacy Officer shall develop a comprehensive privacy policy for the Plan.

(g) — The Contact Person may be the same individual or entity as is serving as the Privacy Officer. As of the Effective Date, the City's Administrative Services Manager serves as the Plan's "Contact Person." The Employer may remove the Plan's then existing Contact Person at any time upon written notice provided that if the Employer has not appointed a successor Contact Person to serve, the Privacy Officer shall serve as the Contact Person. The Contact Person shall have any duties and responsibilities set forth in separate procedures, consistent with the requirements of HIPAA.

Section 4.04 HIPAA Security Requirements.

(a) — The Plan shall do all of the following in accordance with HIPAA:

(i) — The Plan will ensure the Confidentiality, Integrity, and Availability of all electronic PHI (referred to herein as "ePHI") that it creates, receives, maintains, or transmits.

(ii) — The Plan will protect against any reasonably anticipated threats or hazards to the Security or Integrity of such ePHI.

(iii) — The Plan will protect against any reasonably anticipated uses or disclosures of such ePHI that are not permitted or required under the HIPAA Regulations.

(iv) The Plan will ensure compliance with the security standards set forth in the HIPAA Regulations (the “Security Standards”) by its Workforce.

(v) The Plan will implement each Security Standard and implementation specification thereunder that is designated as “Required” in the HIPAA Regulations and/or Appendix A to Subpart C of Part 146 thereof, as provided in paragraph (d)(i) below. In addition, the Plan will take appropriate steps with respect to each Security Standard and implementation specification thereunder that is designated as “Addressable” in the HIPAA Regulations, including without limitation assessing whether each implementation specification in the Security Standard is a reasonable and appropriate safeguard in its environment, when analyzed with reference to the likely contribution to protecting the Plan’s ePHI, implementing those implementation specifications that are reasonable and appropriate, and documenting why it is not reasonable and appropriate to implement an implementation specification, where that is the case.

(b) The Plan will ensure that its Business Associate agreements comply with the requirements of section 164.314 of the HIPAA Regulations and other requirements of HIPAA; and

(c) The Plan will periodically review the Security Measures implemented to comply with the Security Standards and modify such measures as needed in order to continue provision of reasonable and appropriate protection of ePHI as described in the Plan and its security procedures.

(d) The Employer may receive and use ePHI only if the Employer agrees to comply with and enforce the following restrictions and requirements regarding the ePHI that is provided by the Plan to the Employer:

(i) The Employer will implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Plan as required by sections 164.308, 164.310, and 164.312 of the HIPAA Regulations;

(ii) The Employer will ensure that the adequate separation required pursuant to Section 4.03(e) is supported by reasonable and appropriate security measures. Security Measures and as required by the HIPAA Regulations;

(iii) ~~With respect to electronic protected health information that the Employer creates, receives, maintains, or transmits on behalf of the Plan for plan administration purposes, the~~The Employer will ensure that any agent, including a subcontractor, to whom ~~the Employer~~it provides ~~such information~~ePHI that it creates, receives, maintains, or transmits on behalf of the Plan agrees to implement reasonable and appropriate ~~security measures~~Security Measures to protect ~~the such~~ information.;

(iv) The Employer ~~will agree to~~ report to the Plan any “~~security incident~~” (as such term is defined by the HIPAA security regulations)Security Incident of which it becomes aware in accordance with respect to electronic protected health information that the Employer creates, receives, maintains, or transmits on behalfthe HIPAA Regulations;

(e) In accordance with section 164.316 of the HIPAA Regulations, the Plan shall:

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(i) Implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, or other requirements of the Security Standards, taking into account (A) the size, complexity, and capabilities of the Plan, (B) the Plan's technical infrastructure, hardware, and software security capabilities, (C) the costs of the Security Measures, and (D) the probability and criticality of potential risks to ePHI.

(ii) Maintain in written or electronic form the policies and procedures implemented by the Plan to comply with the provisions of this Section 4.04 as required by the Security Standards.

(iii) Maintain in written or electronic form records of any actions, activities, or assessments taken by the Plan that are required by this Section 4.04 or the Security Standards to be so maintained.

(iv) Retain the documentation required by this Section 4.04 for ~~plan~~ a period of six (6) years from the date of its creation or the date when it was last in effect, whichever is later.

(v) Make the documentation required by this Section 4.04 available to those members of the Plan's Workforce responsible for implementing such policies and procedures.

(vi) Periodically review the Plan's policies and procedures and update them as needed in response to environmental or operational changes affecting the security of ePHI.

~~(iv)~~(f) As of the Effective Date, the Plan Administrator serves as the Plan's "Security Officer." The Employer may remove the Security Officer at any time upon written notice, provided that the Employer has appointed a successor Security Officer to serve. The Security Officer's duties and responsibilities focus upon the operation and administration purposes of the Plan in connection with the Security Standards and HIPAA and activities of the Employer regarding the Plan. The Security Officer shall work cooperatively with the Employer's information technology staff, other applicable Employer offices/personnel, and Business Associates in overseeing the Plan's compliance with the Security Standards. In order to carry out such general powers, duties, and responsibilities, the Security Officer shall develop a comprehensive security policy for the Plan.

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ARTICLE V. PLAN ADMINISTRATION

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Section 5.01 Plan Administrator.

(a) The Plan Administrator shall have the sole authority to control and manage the operation and administration of the Plan ~~(or, if applicable, the portion of the Plan with respect to which the person(s) serve as Plan Administrator).~~ If more than one Plan Administrator has been appointed with respect to different portions of the Plan, the appointed person(s) or entity will have sole authority to control and manage the operation and administration of the Plan with respect to the applicable portion of the Plan. The Employer shall provide all information about the Plan (including the Component Plans) as the Plan Administrator deems necessary to carry out its responsibilities. Plan records shall be maintained on the basis of the Plan Year.

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(b) The Plan Administrator shall have the complete discretion and authority to interpret the provisions of the Plan (or, if applicable, the portion of the Plan with respect to which the person(s) serve as Plan Administrator) and to make all applicable findings of fact and determinations of eligibility for benefits (including, but not limited to, the authority to determine whether any election or notice requirement or other administrative procedure under the Plan has been adequately observed; to determine the proper recipient of any Plan benefits; and to remedy possible ambiguities, inconsistencies, or omissions by general rule or particular decision). Decisions by the Plan Administrator shall be final, conclusive, and binding on all parties and may not be overturned unless found by a court to be arbitrary and capricious and to have no foundation.

(c) The Plan Administrator may delegate responsibilities for the operation and administration of the Plan, may employ persons to assist in fulfilling its responsibilities under the Plan, may designate fiduciaries other than those named in the Plan, and may allocate or reallocate fiduciary and ministerial responsibilities under the Plan. To the extent the Plan Administrator delegates its fiduciary administrative powers or duties to any other person(s), such person(s) shall have the complete discretionary authority to exercise such powers or duties.

Section 5.02 Fiduciary Duties and Responsibilities.

(a) Each fiduciary of the Plan, if any, in carrying out the fiduciary's duties to the Plan, shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in exercising such authority.

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(b) A Plan fiduciary may serve in more than one fiduciary capacity. A Plan fiduciary may allocate any of the fiduciary's responsibilities for the operation and administration of the Plan to other fiduciaries. A Plan fiduciary may employ one or more persons to render advice with regard to any responsibilities such fiduciary has under the Plan.

(c) A fiduciary of the Plan shall not be liable for any act or omission of any other party to the extent that (i) such responsibility was properly allocated to such other party as a fiduciary or (ii)

such other party has been properly designated to carry out such responsibility pursuant to the procedures set forth above.

Section 5.03 Claims Procedure. The claims procedure for obtaining a benefit under a Component Plan shall be as set forth in the Component Plan; provided that a claim shall be deemed denied if the claimant does not receive a response from the Plan Administrator by the expiration of the response period set forth in the Component Plan.

(a) Proper written proof of loss must be filed in accordance with the requirements of the Plan (including applicable provisions of any Component Plan) prior to the commencement of any legal action. Notwithstanding any provision of this Plan or any Component Plan to the contrary, no action at law or in equity may be brought to recover benefits under a Component Plan until the administrative claim and appeal rights described in the Component Plan have been exercised and the Component Plan benefits requested through such claim and appeal process have been finally denied.

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(b) A claimant's authorized representative, ~~including a health care provider~~, is not precluded from acting on behalf of the claimant in pursuing a benefit claim or appeal. The Plan Administrator shall recognize a health care professional with knowledge of a claimant's medical condition as the claimant's representative in connection with an urgent care claim. The Plan Administrator may establish reasonable procedures for determining whether an individual has been authorized to act on behalf of a claimant. The Plan Administrator may automatically consider an Employee or Retiree to be the authorized representative of the Employee's or Retiree's Dependents, and the Employee's or Retiree's spouse to be the authorized representative of the Employee or Retiree and the Employee or Retiree's other Dependents. A permitted assignment of benefits by a claimant does not make the assignee the authorized representative of the claimant. If the claimant designates (or is considered to designate) an authorized representative with respect to a claim, all information and notifications required to be provided to the claimant with respect to that claim will be provided to the claimant's authorized representative (except to the extent the claimant notifies the Plan Administrator in writing that information and notifications should not be provided to the authorized representative).

(c) Notwithstanding anything to the contrary in the Plan, a claim for benefits may be compromised on any terms acceptable to both the Participant and the Plan Administrator.

Section 5.04 Expenses. Any expenses incurred in the administration of the Plan may be (but are not required to be) paid by the Employer in its sole discretion. If not paid by the Employer (or if paid by the Employer subject to reimbursement by the Plan), such expenses shall be paid by the Plan or, if the Plan has no assets, shall be paid by the Participants.

Section 5.05 Recovery Due to Errors.

(a) General Rule. If, because of Overpayments, The Plan a human or systems error, or because of incorrect information provided by (or correct information failed to be provided by) fraud, misrepresentation, or concealment of any relevant fact (as determined by the Plan Administrator reserves) by any Participant, beneficiary, or other individual, the right Plan:

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(i) enrolls any individual in a Component Plan;

(ii) provides COBRA continuation coverage with respect to ~~deduct~~ a group health Component Plan;

(iii) pays a claim under the Plan;

(iv) incurs a liability for failure to enroll, provide continuation coverage, or pay a benefit claim, or for terminating enrollment or continuation coverage; or

(v) makes any overpayment or erroneous payment that is not payable by the Plan.

the Plan Administrator shall be entitled to recover from ~~any benefits such Participant, beneficiary, or other individual the benefit paid or the liability incurred, together with all expenses incidental to or necessary for such recovery. This recovery may be by whatever means the Plan Administrator chooses, including by offset against benefits otherwise properly payable under the Plan the amount of any payment which has been made in error (for whatever reason, including an error due to a ministerial mistake, a misstatement contained in a proof of loss, a misstatement made to obtain coverage under the Plan, or mistaken eligibility).~~ This provision shall not be deemed to require the Plan Administrator to pay benefits under the Plan in any such instance. Such deduction may be made against any benefits otherwise payable to the Participant, to a Participant or to any person who has coverage by or through the Participant, or any other person who has coverage.

(b) Rescission. In determining the appropriate recovery or other course of action under this Section 5.05, to the extent required by law, a Participant's coverage will not be terminated retroactively unless the Participant has performed an act, practice, or omission that constitutes fraud, or unless such Participant makes an intentional misrepresentation of material fact to either obtain or avoid termination of coverage under this Plan. Any such rescission of coverage will be administered in compliance with applicable law. For purposes of this provision, the termination of coverage retroactively due to the failure to pay required Participant Contributions applicable to a Participant's coverage, including continuation coverage under COBRA, is not considered a prohibited rescission of coverage.

~~Section 5.05~~Section 5.06 Electronic Administration. The Plan may be administered electronically by use of telephonic and/or computer resources. It is specifically contemplated that, where the Plan refers to communications such as designations, writings, notices, elections, and the like, these communications may occur electronically pursuant to a relationship to the same Participant such procedures as the Plan Administrator may establish.

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ARTICLE VI.
AMENDMENT AND TERMINATION OF THE PLAN

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Section 6.01 Amendment. The City has the right to amend the Plan (including any portion ~~thereof~~ ~~at any time~~ ~~or Component Plan thereof or with respect to any class of Participants under the Plan~~) at any time, on behalf of the City and each Participating Employer, as applicable, by resolution of the Council or by written action of a delegate thereof who is specifically authorized by resolution of the Council to amend the Plan, provided that no amendment by a delegate of the Council shall be effective if it materially increases the cost of the Plan to the City. ~~No amendment may be made to the Plan (including any portion thereof) except in accordance with this Section.~~

Section 6.02 Termination. The City may discontinue or terminate the Plan, in whole or in part, ~~or with respect to any class of Participants under the Plan~~, at any time, with or without notice, on behalf of the City and each Participating Employer, as applicable. Such termination shall be approved by resolution of the Council or by written action of a delegate thereof who is specifically authorized by resolution of the Council to terminate all or a portion of the Plan.

Section 6.03 No Reliance on Permanence of Plan Terms. As a matter of prudent business planning, the ~~Employer~~City is continually reviewing and evaluating various proposals for changes in compensation and benefit programs, including proposals to change the Plan. Some of such proposals, if finally approved and implemented, might be more advantageous or less advantageous than the Plan currently in effect. Because of the need for confidentiality, such decisions are not discussed or evaluated below the highest level of senior management of the ~~Employer~~City. Any managers, supervisors, and employees below such levels do not know whether the ~~Employer~~City will or will not adopt or change any compensation and/or benefit programs and are not in a position to speculate about any such future programs or changes. Unless and until such changes are formally announced by the ~~Employer~~City, no person is authorized to give assurance that such changes will or will not occur. If a Participant receives benefits under the Plan, the Participant shall be deemed to acknowledge and understand that the ~~Employer~~City may adopt new or modified programs or benefits in the future that, depending on the Participant's individual circumstances, may be more or less advantageous to the Participant. No Participant may expect or assume that any such new or modified programs or benefits will be extended on a retroactive basis to any person who previously received or was entitled to receive benefits under the Plan.

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ARTICLE VII.
PARTICIPATING EMPLOYERS

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Section 7.01 Adoption of Plan. This Plan may be adopted by an Affiliate ~~by subject to the provisions of this Section 7.01. An Affiliate will become a Participating Employer in this Plan and the Component Plans with the approval of the City. Such approval may be evidenced by (i) resolution of the Council or (ii) written action of the governing authority or an a delegate who is specifically authorized officer~~ by resolution of the Council to approve the entry of such Affiliate; ~~provided that such adoption is approved by the City. Such approval by the City shall occur when Schedule 1.03(k) is amended to include the Affiliate.~~ into the Plan as a Participating Employer. Such ~~amendment~~ approval may specify a retroactive or prospective effective date for participation by the Affiliate, ~~and the Plan's collection and acceptance of pre-tax or after-tax contributions from an Affiliate's otherwise eligible Employees and/or from such Affiliate with respect to one or more Component Plans may be considered in determining whether the Plan is intended to include the otherwise eligible Employees of an Affiliate.~~ Schedule 1.03(s) will be updated as needed from time to time to reflect the inclusion of new Participating Employers in the Plan.

Section 7.02 Administration. As a condition to adopting the Plan, each Participating Employer shall be deemed to have authorized the City and the Plan Administrator to act for it in all matters arising under or with respect to the Plan and shall comply with such other terms and conditions as may be imposed by the Plan Administrator and the City.

Section 7.03 Transfers of Employment. Transfer of employment among the City and a Participating Employer shall not be considered as a termination of employment for purposes of the Plan.

Section 7.04 Termination of Participation. By written action of its governing authority or an authorized officer, ~~an a Participating Employer may, with the consent of the City, cease to participate in the Plan with respect to terminate its participation in the Plan with respect to its Employees and Retirees (and the Dependents of any eligible individuals covered through such Employees and Retirees. Such consent by the City shall occur when Schedule 1.03(k) is amended to remove).~~ A Participating Employer must provide written notice of intent to withdraw from the Employer. Such amendment Plan to the Plan Administrator and the City at least 90 days prior to the proposed date of withdrawal; provided, however, that the City may specify agree, in its sole discretion, to waive all or a part of such 90 day notice requirement. Moreover, the City, in its sole discretion, may terminate a Participating Employer's participation in the Plan at any time, by giving written notice of such termination to the Participating Employer and the Plan Administrator, including without limitation if the City determines that the Participating Employer's participation in the Plan would affect the Plan's status as a governmental plan under the Code and/or ERISA. Subject to applicable law, a termination of a Participating Employer's participation in the Plan may be as of either a retroactive or prospective effective date for the termination of participation by the Employer. Except date, provided that, except as required by applicable law, an Employer that ceases to be an Affiliate shall automatically cease participation in the Plan with respect to all of its Employees and Retirees and the Dependents of such Employees and Retirees. Schedule 1.03(s) will be updated as needed from time to time to reflect the termination of participation of a Participating Employer in the Plan.

Section 7.03

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ARTICLE VIII. MISCELLANEOUS

Section 8.01 Non-Alienation of Benefits. No benefit, right or interest of any Participant or other beneficiary under the Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, seizure, attachment or legal, equitable or other process, ~~or nor shall the Plan~~ be liable for, or subject to, the debts, liabilities or other obligations of such person, except as otherwise required by law or as permitted by the terms of the Plan, including any Plan (or Component Plan) provision which permits offset of a Plan benefit due to an overpayment or any other right of recovery or reimbursement of the Plan against a Participant or any participating Dependent, Employee, or Retiree with respect to the Participant.

(a) The Plan shall not be construed to make ~~any~~the Employer, the Plan, or the Risk Pool liable to any third-party to whom a Participant, beneficiary, or other person is liable for care, treatment, services, or otherwise. However, a Participant may direct that benefits that are otherwise payable from the Plan, that have not yet been paid by the Plan, be made directly to a medical provider. Further, in the absence of a written agreement with a provider, the Plan reserves the right to make benefit payments to the provider or the covered Participant. Payments made in accordance with a permitted assignment are made in good faith and will discharge the Plan's responsibility to the Participant with respect to benefits available under the Plan.

(b) To the extent assignment is permitted by the terms of the Plan or any Component Plan, such assignment includes only an assignment of the right to receive payment or reimbursement of benefits which the Participant was entitled to receive under the Plan as determined by the Plan Administrator, ~~and does not include the~~. The fact that benefit payment is directed or made directly to a provider will not give the provider status as a Participant or provide a right to make or pursue claims for benefits or any other rights of the Participant under the Plan or applicable law. Payments made in accordance with a permitted assignment are made in good faith and release the Plan's obligation to the extent of the payment. Any dispute regarding the amount of a payment due from the Plan must be resolved by the Participant through the Plan's internal claims procedure.

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Section 8.02 Notices. Any notice required to be provided in writing in accordance with the terms of the Plan may be provided in electronic or other format to the extent permitted by applicable law. Notices, reports, and statements sent by regular mail to a Participant shall be deemed duly given, made or delivered, when deposited in the mail, addressed to the Participant's last known address.

Section 8.03 Limitation of Rights. Neither the establishment nor the existence of the Plan, nor any modification thereof, shall operate or be construed so as to: (a) give any person any legal or equitable right against the Employer, except as expressly provided herein or required by law, or (b) create a contract of employment with any Employee or Retiree, obligate the Employer to continue the service of any Employee, be consideration for or an inducement of the employment of any Employee, or affect or modify the terms of an Employee's employment in any way. ~~All Employees~~ Nothing herein will alter the presumption of employment at will and all individuals employed by the City will remain subject to termination, layoff, or discipline as if the Plan had not been put into effect.

Section 8.04 Governing Laws. The Plan shall be construed and enforced according to applicable Federal law and the laws of the State of Texas, without giving effect to the conflicts of laws principles thereof. The Plan is a "governmental plan" within the meaning of section 3(32) of ERISA, and therefore is exempt from ERISA pursuant to section 4(b)(1) thereof.

Section 8.05 Severability. If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such invalid or unenforceable provision had not been included herein. In the event that the making of any payment or the provision of any other benefit required under the Plan is held to be in conflict with or in violation of any state or federal statute, rule, or decision or otherwise invalid or unenforceable, such conflict, violation, invalidity, or unenforceability shall not prevent any other payment or benefit from being made or provided under the Plan, and in the event that the making of any payment in full or the provision of any other benefit required under the Plan in full would be in conflict with or in violation of any state or federal statute, rule or decision or otherwise invalid or unenforceable, then such conflict, violation, invalidity or unenforceability shall not prevent such payment or benefit from being made or provided in part, to the extent that it would not be in conflict with or in violation of any state or federal statute, rule or decision or otherwise invalid or unenforceable, and the maximum payment or benefit that would not be in conflict with or in violation of any state or federal statute, rule or decision or otherwise invalid or unenforceable, shall be made or provided under the Plan.

Section 8.06 Captions. The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

Section 8.07 Waiver. Neither the failure nor any delay on the part of the Employer or the Plan Administrator to exercise any right, power, or privilege hereunder shall operate as a waiver thereof. No term, condition, or provision of the Plans shall be deemed waived, and there shall be no estoppel against enforcing any provision of the Plans, except through a writing of the party to be charged by the waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless explicitly made so, and it shall operate only with regard to the specific term or condition waived, and shall not be deemed to waive such term or condition in the future, or as to any act other than as

specifically waived. No person other than as named or described by class in the waiver shall be entitled to rely on the waiver for any purpose.

Section 8.08 Benefit Payments to Incapacitated Participants. If the Plan Administrator determines that a Participant or other person entitled to receive payment of benefits under the Plan is unable to manage his or her own affairs because of illness or accident or is a minor, the Plan Administrator may direct that any benefit payment due the Participant, unless a claim shall have been made for such benefit by a duly appointed legal representative, be paid to the Participant's spouse, child, a parent or other blood relative, or to a person with whom the Participant resides. Any such payment shall completely discharge the Plan for all liability for such benefits.

Section 8.09 Unknown Whereabouts. Each Participant will inform the Plan Administrator or its delegate of his current mailing address. An Employee or Retiree may inform the Plan Administrator of the current mailing address of any Dependent or beneficiary covered through such Employee or Retiree. If a Participant fails to inform the Plan Administrator of his current mailing address or the current mailing address of each covered Dependent or beneficiary has not been provided to the Plan Administrator, neither the Plan Administrator, any third-party administrative provider, nor the Employer will be responsible for any late payment or loss of benefits, nor for failure of any notice to be provided or provided timely under the terms of the Plan to such individual. In addition, any communication, statement or notice addressed to a Participant at the last mailing address provided by such Participant to the Plan Administrator (including the last mailing address provided by an Employee or Retiree with respect to covered Dependents or beneficiaries) will be binding upon such person for all purposes of the Plan, and the Plan Administrator will not be obligated to search for or ascertain the whereabouts of any such Participant.

~~Section 8.09~~**Section 8.10 Benefits Not Vested.** No Participant or any other person shall be entitled to or have any vested right in or claim to a benefit under the Plan, except with respect to claims that have actually been incurred by any such person and that would otherwise be eligible for payment under the terms of the Plan, as in effect at the time the claim or expense was incurred. None of the ~~Employers~~Employer, the Risk Pool Trustees, or the Plan Administrator in any way guarantees the payment of any benefit which may be or become due to any person under the Plan.

~~Section 8.10~~**Section 8.11 Protective Clause.** None of the Risk Pool Trustees, Plan Administrator, ~~Employers~~Employer, or Risk Pool shall be responsible for the validity of any contract of insurance issued in connection with the Plan or for the failure on the part of the insurer to make payments provided by such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part. None of the Risk Pool Trustees, Plan Administrator, ~~Employers~~Employer, or Risk Pool in any way guarantees the payment of any benefit which may be or become due to any person under the Plan.

Section 8.12 Documentation Required. Whenever the Plan requires or permits a Participant to give notice to the Plan, the Plan Administrator, or the Employer, or to make an election or apply for coverage or payment of benefits or otherwise to communicate with the Plan, the Plan Administrator, or the Employer, or a representative of either (a "Plan Communication"), the Plan Administrator may impose reasonable requirements regarding the form and timing of any such Plan Communication including, but not limited to, the use of standard forms, and the imposition of requirements that any

such Plan Communication be delivered not less than a reasonable period of time prior to the effective date of any such Plan Communication, and may require the Participant to provide substantiation of information related to Plan participation. Such forms and other requirements, including requirements regarding substantiation of information, may be changed from time to time by the Plan Administrator or authorized personnel of the City and such personnel similarly may approve forms or requirements imposed by third parties engaged to provide services to the Plan.

Section 8.13 Medical Responsibilities. With regard to Component Plans providing medical and other health-related benefits, all responsibility for medical decisions concerning any treatment, drug, service, or supply for a Participant rests with the Participant and such person's treating physician. Neither the Employer, the Plan, the Plan Administrator, nor a third party administrative provider has any responsibility for any such medical decision or for any act or omission of any physician, hospital, pharmacist, nurse, or other provider of medical goods or services; each may rely upon the representations of any physician, hospital, pharmacist, nurse, or other provider of goods or services without any duty to verify independently the truth of such representations. A decision concerning any treatment, drug, service, or supply, or any other decision made by a Participant or medical provider will in no way affect the decision by the Plan Administrator or its delegate whether a benefit is payable under the Plan with respect to such treatment, drug, service, or supply.

Section 8.14 Execution of Receipts and Releases. Any payment to or on behalf of a Participant or to a Participant's dependent, beneficiary, or legal representative ("payee"), in accordance with the provisions of the Plan, will to the extent thereof be in full satisfaction of all claims against the Plan, the Plan Administrator, and the Employer. The Plan Administrator may require such payee, as a condition precedent to such payment, to execute a receipt and release therefor in such form as the Plan Administrator will determine, in its sole discretion.

Section 8.15 No Conversion Privilege. Except as provided in an insurance policy which serves as a Component Plan Document, Participants will have no right or ability to convert coverage provided under the Plan to an individual policy or plan upon terminating participation in the Plan.

IN WITNESS WHEREOF, the City has caused this Plan to be executed by its duly authorized representative on this _____ day of _____, ~~2007~~2018.

CITY OF PLANO

By: _____
Title: _____

SCHEDULE 1.03(g)
COMPONENT PLANS

<u>Plan Name</u>	<u>Appendix</u>
Health Benefit Plan	A
Pharmacy Benefit Plan	B
Dental Benefits Plan	E
Cafeteria Plan	F
Health Care <u>Flexible</u> Spending Account Plan <u>Plans (Health and Dependent Care)</u>	G
Dependent <u>Vision</u> Care Spending Account Plan	H
<u>Employee Assistance Program</u> Vision Care Plan	I
<u>Supplemental Limited Benefit Medical Expense Insurance (Hospital Gap) Plan</u> Employee Assistance Program	J
Supplemental Limited Benefit Medical Expense <u>Long Term Disability</u> Insurance (Hospital Gap) Plan	M
Long Term Disability <u>Life</u> Insurance Plan	N
Life Insurance Plan <u>Medicare Supplemental Coverage</u>	O

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SCHEDULE 1.03(m)
PARTICIPATING EMPLOYERS

<u>Employer Name</u>	<u>Participation Effective Date</u>
City of Plano	January 1, 2007

SCHEDULE 1.03(y)

RISK POOL COMPONENT PLANS

<u>Plan Name</u>	<u>Excess Loss Insurance</u>
Health Benefit Plan	Yes
Pharmacy Benefit Plan	No Yes
Employee Assistance Program	Yes
Dental Benefits Plan	No
HealthVision Care Spending Account Plan	No
<u>Supplemental Limited Benefit Medical Expense Insurance</u> <u>(Hospital Gap) Plan</u>	<u>No</u>
<u>Life Insurance Plan</u>	<u>No</u>
<u>Medicare Supplemental Coverage</u>	<u>No</u>

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CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Emergency Management.

Department Head: Carrie Reyes

Agenda Coordinator: Nick Robison

CAPTION

Resolution No. 2018-8-9(R): To authorize the filing of application for federal funds in an amount not to exceed \$112,498.76 under the Fiscal Year 2018 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: 2018-19	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): Grant Fund

COMMENTS: This item authorizes the City of Plano to file an application for Federal funds. If approved, the City of Plano may be awarded an amount not to exceed \$112,498.76.

SUMMARY OF ITEM

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
Resolution - 2018 Homeland Security Grant	8/21/2018	Resolution

A Resolution of the City of Plano, Texas, authorizing the filing of application for federal funds in an amount not to exceed \$112,498.76 under the Fiscal Year 2018 Homeland Security Grant Program through the Office of the Governor of Texas; designating the Director of Emergency Management as authorized representative of the City of Plano for the purpose of giving required assurances and acting in connection with said application and providing required information; and declaring an effective date.

WHEREAS, the City Council finds it is in the best interest of the citizens of the City of Plano, Texas to apply for federal funds for Fiscal Year 2018 Homeland Security Grant Program through the Office of the Governor of Texas to be used to carry out homeland security projects; and

WHEREAS, the City desires to apply for grants identified with the following grant numbers: 3679701 (2018 UASI- Plano Simulator); 3683301 (2018 UASI- Plano Hazmat); and

WHEREAS, the City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City Council designates the Director of Emergency Management as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grants on behalf of the application agency.

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

Section I. The submission of the grant application for the above-referenced grant numbers for the Fiscal Year 2018 Homeland Security Grant Program to the Office of the Governor is hereby approved and the Director of Emergency Management is designated as the authorized official to act on behalf of the City of Plano with regard to these grants.

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

DULY PASSED AND APPROVED this the 27th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Matt Yager, x5220

CAPTION

Resolution No. 2018-8-10(R): To declare official intent to reimburse certain expenditures made prior to the issuance of tax-exempt obligations, and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

This resolution will allow the City of Plano to contract for the construction of two Municipal Drainage CIP projects, the Chisholm Trail Erosion Control - San Simeon project and Park Pond Restoration Projects - 2017, using currently available funds and reimburse those funds at a later date with proceeds from the Municipal Drainage Revenue Bond sale planned for early 2019.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

Built Environment, Economic Environment

ATTACHMENTS:

Description	Upload Date	Type
Resolution	8/21/2018	Resolution

A Resolution of the City of Plano, Texas, declaring official intent to reimburse certain expenditures made prior to the issuance of tax-exempt obligations, and providing an effective date.

WHEREAS, the City of Plano, Texas (the “Issuer”) is a home-rule municipal corporation authorized to finance its activities by issuing obligations, the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”) pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments with respect to the construction of Chisholm Trail Erosion Control – San Simeon project and Park Pond Restoration Projects - 2017 (“Construction”); and

WHEREAS, the Issuer desires to reimburse itself for the costs associated with the Construction from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the Construction.

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

Section I. The Issuer reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the Construction from proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

Section II. The Issuer reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the Issuer for the costs associated with the Construction will not exceed \$900,000.

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

DULY PASSED AND APPROVED this the 27th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, Ext. 2538

CAPTION

Resolution No. 2018-8-11(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: FY 2018-19	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	67,668	67,668
Balance	0	0	67,668	67,668

FUND(S): General Fund

COMMENTS: Frisco Independent School District (FISD) agrees to reimburse the City of Plano Police Department \$67,668 for 50% of the funding for one (1) Police Officer assigned to the School Resource Program from October 1, 2018 through September 20, 2019.

SUMMARY OF ITEM

This Agreement is for the period of October 1, 2018 through September 30, 2019. It is an ongoing agreement in which for the fiscal year 2018-2019, FISD is contributing 50% of the funding for one (1) Plano Police Officer assigned to the School Resource Officer Program.


Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
FISD Memo	8/7/2018	Memo
FISD Resolution	8/21/2018	Resolution
FISD ILA - Exhibit "A"	8/21/2018	Exhibit
FISD MOU - Administrative Guidelines	8/3/2018	Attachment
FISD MOU - Operational Guidelines	8/3/2018	Attachment
FISD MOU - Campus Crime Stoppers Program	8/3/2018	Attachment

Date: August 3, 2018
To: Mark Israelson, Senior Deputy City Manager
From: Gregory W. Rushin, Chief of Police 
Subject: Renewal of School Resource 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 Resource Officers (SRO) 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 SRO is the first line of defense in major incidents that occur at the school and handle all issues that occur at the school.

The cost of one officer is equally shared by the City of Plano and Frisco Independent School District.

I recommend that we renew the contract with Frisco Independent School District for the 2018-2019 school year.

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Frisco Independent School District for the operation of the Police/School Resource Officer Program; 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 Agreement by and between City of Plano and Frisco Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, the City Council finds the terms and conditions of the Agreement 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 found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council of the City of Plano, 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 27th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2018 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 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 Resource 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 Resource Officer Program in the 2018-2019 fiscal year, to be assigned to duties described in the 2018-2019 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2018 and ending the 30th day of September 2019.

Subject to Section VI availability of funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. 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 \$5,639.00 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 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 resource 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 resource 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 Resource Officer 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 2018-2019 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

VII.

TERMINATION

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

VIII.

ASSIGNMENT OF AGREEMENT

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

IX.

WAIVER

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

X.

PLACE OF PERFORMANCE: VENUE

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

XI.

NOTICES

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

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

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

XII.

SEVERABILITY PROVISIONS

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

XIII.

MUTUAL HOLD HARMLESS

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

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

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

XIV.

ENTIRE AGREEMENT OF PARTIES

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

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

Approved as to Form:

City of Plano

Paige Mims, City Attorney

By: _____
Bruce D. Glasscock, City Manager

Approved as to Form:

Frisco Independent School District

By: _____
Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2018 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 _____ day of _____, 2018 by **Todd Fouche, Deputy Superintendent for Business Services of the FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

Attachment “1”

MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Frisco Independent School District School Year 2018-2019

The following administrative guidelines are adopted for the School Resource Officer program during school year 2018-2019:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource 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 SRO Supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO 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 SROs.
4. SRO 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 SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a FISD principal and a representative from FISD Safety and Security Services, if available, will be included as non-voting members of the board or panel.
5. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.
6. The SROs will staff summer school as determined by the Department and FISD, together.
7. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to FISD's monthly payment for services, SROs 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 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.

Page 2
Administrative Guidelines
School Year 2018-2019

8. At the end of the school year, the principal of each school having a resource 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 SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO 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 SROs 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, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request the SRO Supervisor or other Department Supervisor respond to the scene if a question arises as to the appropriateness of an officer's course of action.
12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
13. Once per semester, the SROs, SRO Supervisor, and FISD security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
14. A copy of the monthly SRO activity report will be forwarded to FISD security each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for police resource 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 Plano Police Department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date

Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

I. PURPOSE

The School Officer ("SRO") 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 SRO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.
- (2) SROs 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 SRO 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 SRO). This information should be forwarded to the SRO 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) SROs 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/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
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- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
 - (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 administrators will be notified by the SRO when the SRO is away from campus during school hours.
 - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO 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 SRO's school campus.
 - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs 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 SRO 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/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- 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. SRO 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 SRO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SROs 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. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs 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 SRO;
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 SRO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO 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 SROs 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/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

While reasonable attempts will be made to create a strong partnership with the school districts, SROs 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. SRO Transfers

1. On occasion, the necessity may arise for an SRO 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 SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO 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 SRO 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 SRO and the SRO's supervisors.
6. The SRO 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 SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

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

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

Attachment “2”

MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Frisco Independent School District School Year 2018-2019

The following operational guidelines are adopted for school/police operations during school year 2018-2019. In all situations, school authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident at a FISD campus.

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 written 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 according to discipline management guidelines.

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

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

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

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

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

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

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

Guideline – The school administrator shall notify the police. The responding officer shall determine whether or not the weapon is listed in the above section. If it is, and if permitted by law, the officer shall arrest and place the person in jail unless a police supervisor specifically authorizes a different course of action. 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 unless a police supervisor specifically authorizes a different course of action.

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 district facility will make the decision whether or not to evacuate the facility unless a device is found. Once a device is found, the senior officer present takes charge of the scene.

11. Incident – Drug Interdiction Program.

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

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

Guideline – The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO 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 SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO 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.

13. Incident – FISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guideline – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a FISD campus.

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

Gregory W. Rushin
Chief, Plano Police Department

Date

Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

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 Resource Officer (SRO) 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 SRO be responsible for the notification required above.
- B. Except as noted in Section F below, school policies may require school officials 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 Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

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

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

- of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.
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. SROs 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

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- 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.

Attachment “3”

MEMORANDUM OF UNDERSTANDING **Campus Crime Stoppers Program** **Plano Police Department – Frisco Independent School District** **School Year 2018 - 2019**

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 school year 2018 - 2019.

1. School Resource Officers (SROs) 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 resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
4. All requests for information that pertains to a Crime Stopper tip or records will be forwarded to the coordinator and relayed to North Texas Crime Commission.
5. The NTCC will immediately be notified of any legal action referencing crime stoppers.
6. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

Gregory W. Rushin
Chief, Plano Police Department

Date

Todd Fouche
Deputy Superintendent for Business Services
Frisco Independent School District

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, Ext. 2538

CAPTION

Resolution No. 2018-8-12(R): To approve the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; authorizing its execution by the City Manager; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Revenue

FISCAL YEAR: FY 2018-19	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	1,603,404	1,603,404
Balance	0	0	1,603,404	1,603,404

FUND(S): General Fund

COMMENTS: Plano Independent School District (PISD) agrees to reimburse the City of Plano Police Department \$1,603,404 for 50% of the funding for twenty-four (24) Police Officers and one (1) Sergeant assigned to the School Resource Program at various PISD schools from October 1, 2018 through September 30, 2019.

SUMMARY OF ITEM

This Agreement is for the period October 1, 2018 through September 30, 2019. It is an ongoing agreement in which for the fiscal year 2018-2019, PISD is contributing 50% of the funding for twenty-four

(24) Plano Police Officers and one (1) Sergeant assigned to the School Resource Officer Program.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City, Partnering for Community Benefit


Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
PISD Memo	8/7/2018	Memo
PISD Resolution	8/22/2018	Petition for Abandonment
PISD ILA - Exhibit "A"	8/7/2018	Agreement
PISD MOU - Administrative Guidelines	8/7/2018	Attachment
PISD MOU - Operational Guidelines	8/7/2018	Attachment
PISD MOU - Campus Crime Stoppers Program	8/7/2018	Attachment

Date: August 3, 2018

To: Mark Israelson, Senior Deputy City Manager

From: Gregory W. Rushin, Chief of Police 

Subject: Renewal of School Resource Contract 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 Resource Officers are assigned to the three Senior High Schools, five High Schools, twelve middle schools, and the Special Programs facility. The cost of these twenty four officers, along with one sergeant to supervise the unit, 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 2018-2019 school year.

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement by and between the City of Plano, Texas and the Plano Independent School District for the operation of the Police/School Resource Officer Program; 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 Agreement by and between City of Plano and Plano Independent School District, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, the City Council finds the terms and conditions of the Agreement 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 found to be acceptable and in the best interests of the City of Plano and its citizens by the City Council of the City of Plano, 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 27th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

POLICE/SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

This Agreement is entered into this 1st day of October 2018, 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 Resource 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 twenty-five (25) employees who are certified police officers for the School Resource Officer Program in the 2018-2019 fiscal year, to be assigned to duties described in the 2018-2019 Memorandum of Understanding, Administrative Guidelines hereto as Attachment "1" and incorporated herein for all purposes and Memorandum of Understanding, Operational Guidelines, attached hereto as Attachment "2" and incorporated herein for all purposes. As well as the Memorandum of Understanding regarding Crime Stoppers, attached hereto as Attachment "3".

II.

TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of one year beginning the 1st day of October 2018, and ending the 30th day of September 2019.

Subject to Section VI., Availability of Funds, and Section VII., Termination, this Agreement will automatically renew on October 1st of each year, for subsequent twelve (12) month periods. 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 \$133,617.00 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 twenty-four (24) 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 resource 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 resource officer is absent more than five (5) consecutive school days, the resource 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 resource officers when in the sole judgment of CITY their services are required in response to a citywide or major emergency for more than five (5) 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 Resource Officer 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 2018-2019 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 provision 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

Paige Mims, City Attorney

By: _____
Bruce D. Glasscock, City Manager

Approved as to Form:

Plano Independent School District

Attorney for PISD

By: _____
Sara Bonser
Superintendent
Plano Independent School District

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the _____ day of _____, 2018 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 _____ day of _____, 2018 by Sara Bonser, **Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Notary Public in and for the State of Texas

Attachment “1”

MEMORANDUM OF UNDERSTANDING Administrative Guidelines Plano Police Department – Plano Independent School District School Year 2018-2019

The following administrative guidelines are adopted for the School Resource Officer program during school year 2018-2019:

1. The School Resource Officer (SRO) program is provided with the understanding that each school has different needs. School Resource 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 SRO Supervisor shall meet with each school principal to determine the most effective hours, for the school and the Department, for the SRO 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 SROs.
4. SRO 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 SROs at the time the vacancy occurs. Where the Department's selection process includes a review or selection board, a PISD principal and a representative from PISD Safety and Security Services, if available, will be included as non-voting members of the board or panel.
5. The Department will make every effort to minimize mandatory absences by SROs from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of the SRO, which will require their absence. The SRO will keep the principal informed in advance of such absences. The SRO will notify a campus administrator prior to leaving the campus.
6. The SROs will staff summer school as determined by the Department and PISD, together.
7. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.
 - a. In addition to PISD's monthly payment for services, SROs 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.
 - 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.

Page 2
Administrative Guidelines
School Year 2018-2019

8. At the end of the school year, the principal of each school having a resource 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 SRO assignments or performance will be immediately referred, without delay, to the appropriate SRO 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 SROs 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, the officers are in charge of that scene and will make the decisions the officers feel are appropriate. School administrators will request the SRO Supervisor or other Department Supervisor respond to the scene if a question arises as to the appropriateness of an officer's course of action.
12. SROs will meet regularly with the campus principal and/or administrators to discuss and collaborate on safety concerns observed by the SRO and/or campus staff.
13. Once per semester, the SROs, SRO Supervisor, and PISD security staff will meet as a group to discuss safety and security concerns, trends, and issues affecting campuses and students.
14. A copy of the monthly SRO activity report will be forwarded to PISD security each month that regular or summer school is in session.

Nothing in this memorandum of understanding or the contract for police resource 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 Plano Police Department policy.

Gregory W. Rushin
Chief, Plano Police Department

Date

Sara Bonser
Superintendent
Plano Independent School District

Date

STANDARD OPERATING PROCEDURES – 403.001
SSD/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

I. PURPOSE

The School Officer (“SRO”) 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 SRO can establish communication and enhance rapport with students.

II. PROCEDURES

A. Responsibilities

1. Primary

a. Critical Incident

- (1) The SRO will likely be the first responder to threats and emergencies. SROs must be proficient in core police multi-contact, force-on-force skills.
- (2) SROs 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 SRO 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 SRO). This information should be forwarded to the SRO 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) SROs 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/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
 - (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 administrators will be notified by the SRO when the SRO is away from campus during school hours.
 - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO 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 SRO's school campus.
 - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs 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 SRO 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/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

- 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. SRO 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 SRO activity.
 - 3. Initiate scheduled visits with campus principals.
 - 4. Inform designated school district administration personnel of notable activities of the SROs 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. SROs are responsible for generating reports on offenses occurring at their schools. To this end, SROs 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 SRO;
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 SRO from the school;
 - c. If the call will take an extended period of time, and
 - d. If the SRO is, or will be, busy with other calls, talks, meetings, etc.
 - 3. The goal is to have campus SROs generate all offense/information reports, statements, and other related paperwork whenever it is reasonable to do so. SROs will not transport prisoners whenever possible; however, the SRO 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 SROs 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/SRO
SCHOOL RESOURCE OFFICER PROGRAM

EFFECTIVE DATE: December 15, 1991
REVIEW DATE: January 21, 2014
REVIEW SCHEDULE: Annual

REVISION DATE: January 21, 2014

While reasonable attempts will be made to create a strong partnership with the school districts, SROs 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. SRO Transfers

1. On occasion, the necessity may arise for an SRO 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 SRO, and police department administration.
2. As stated above, SROs will receive their supervision from the police department. It is the responsibility of the SRO to develop a working relationship with campus administration. This relationship should promote a mutual trust and an understanding of what functions the SRO can perform.
3. If a conflict should develop between an SRO and his/her campus administrators, the SRO should first be given the opportunity to work through the problem. If not successful, mediation should be attempted and will include the SRO, his/her first line supervisor, and the campus administrator.
4. If the conflict cannot be resolved, a written request for the SRO 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 SRO 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 SRO and the SRO's supervisors.
6. The SRO 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 SRO to his/her new campus and provide introductions to the SRO and appropriate campus administrators and staff.
7. The Chief of Police reserves the right to reassign an SRO at any time such move is deemed to be in the best interests of the police department and the SRO program.

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

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

Attachment “2”

MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Plano Independent School District School Year 2018-2019

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 2018-2019. In all situations, Plano ISD authorities will be notified of action taken in accordance with Article 15.27, Texas Code of Criminal Procedure. These operational guidelines apply to both School Resource Officers and any other officer responding to an incident on a PISD campus.

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*.

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 unless a police supervisor specifically authorizes a different course of action. 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 unless a police supervisor specifically authorizes a different course of action.

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, and these operational guidelines.

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

Guidelines - The School administrator shall contact the SRO by telephone in cases where an incident occurs and the SRO is working at another campus for the day. The SRO 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 SRO conducting follow-up the next day they are on campus. The SRO may also determine that a nearby SRO or SRO Sergeant should respond, or the SRO 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.

13. Incident – PISD student located off-campus under circumstances indicating the student has recently used or is under the influence of alcohol, drugs, or other prohibited substances.

Guidelines – Where officers locate students off-campus under circumstances indicating the student has recently used, or is under the influence of alcohol, drugs, or other prohibited substances, officers will not transport such student back to a PISD campus.

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

Sara Bonser
Superintendent
Plano Independent School District

Date

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

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 Resource Officer (SRO) 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 SRO be responsible for the notification required above.
- B. Except as noted in Section F below, school policies may require school officials 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 Resource Officers (SROs) or to hamper the special relationship an SRO has with his/her school. An SRO who is conducting an interview

ADMINISTRATIVE DIRECTIVE – 112.029
INTERVIEWS OF STUDENTS AT SCHOOLS

EFFECTIVE DATE: March 1, 2000
REVIEW DATE: September 13, 2013
AFFECTS: Sworn Personnel

REVISION DATE: June 6, 2014

- of a student is under the same obligation to notify the appropriate school official as any other investigating officer, so that the school official can notify the parent or guardian as required by PISD policy.
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. SROs 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

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

- 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.

Attachment “3”

MEMORANDUM OF UNDERSTANDING Campus Crime Stoppers Program Plano Police Department – Plano Independent School District School Year 2018 - 2019

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 school year 2018 - 2019.

1. School Resource Officers (SROs) 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 resource officers can present the program to the entire student body in groups of no larger than three or four classes.
2. SROs need to train all staff members about the program. They will be told how to use the Tipsoft program and when to complete a school offense report.
3. Students requesting to leave a tip while at school should be given instructions to use Tipsoft by a trained staff member or the SRO.
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

Sara Bonser
Superintendent
Plano Independent School District

Date



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Police

Department Head: Greg Rushin

Agenda Coordinator: Pam Haines, Ext. 2538

CAPTION

Resolution No. 2018-8-13(R): To authorize the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Operating Expense, Revenue

FISCAL YEAR: FY 2018-19	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	230,057	230,057
Balance	0	0	230,057	230,057

FUND(S): General Fund (Expenditures), Grant Fund (Revenue), & Traffic Safety Fund (Expenditures)

COMMENTS: The grant contract, if approved, provides a 60% STEP Grant reimbursement, in the estimated annual amount of \$136,994 from TXDOT to reimburse police officer overtime expenditures, benefits, operating expenditures, and travel expenses related to enforcing traffic intersection laws during FY 2018-19. The required City "match" of 2018-19 expenditures, at 40%, totals approximately \$93,063. Of this amount, \$4,815 will be included within the adopted 2018-19 Police Department Budget, and \$88,248 is available within the Traffic Safety Fund.

SUMMARY OF ITEM

Through this grant agreement with the State of Texas, by and through the Texas Department of Transportation, the City will be reimbursed sixty percent (60%) of the overtime pay for police officers to enforce traffic laws at intersections regulated by a signal light beginning on October 1, 2018 and ending on September 30, 2019.

Strategic Plan Goal:

Financially Strong City with Service Excellence, Safe Large City

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description	Upload Date	Type
STEP Grant Memo	8/7/2018	Memo
STEP Grant Resolution	8/7/2018	Resolution
STEP Grant Agreement - Exhibit A	8/21/2018	Attachment

Date: August 6, 2018
To: Mark Israelson, Senior Deputy City Manager
From: Gregory W. Rushin, Chief of Police *GWR*
Subject: Matching Funds for FY 2018/19 TxDOT Traffic Safety Grant

In 2002, we applied to the Texas Department of Transportation (TxDOT) for grant funds to place additional enforcement at several problem intersections where red light crashes were resulting in injuries and deaths.

We are requesting approval to accept the FY 18/19 grant of \$230,057 for traffic enforcement, \$93,063 of which will be the required City match (\$136,994 in federal funds and \$93,063 in local funds). This grant is a 60/40 matching grant.

We are requesting the match in hard dollars for salaries and benefits in the amount of \$88,248 be funded from the Traffic Safety Fund. The vehicle mileage match in the amount of \$4,815 is adequately funded in the Police-532 basic budget for FY 18/19.

The grant will fund added speed and intersection enforcement at documented high crash locations throughout the City.

Traffic safety is one of our four Performance Measures. If funding is not approved, the Police Department's traffic enforcement activities will be adversely impacted and the state's matching funds will be forfeited.

GWR/ph

A Resolution of the City of Plano, Texas, authorizing the City of Plano to participate in and receive funding through the Texas Highway Traffic Safety Program for the Intersection Traffic Control Project, PIN 17560006409000, targeting intersections regulated by a signal light; authorizing the City Manager or his authorized designee to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.

WHEREAS, the City of Plano has applied for and been awarded a grant through the State of Texas and the Texas Highway Traffic Safety Program that provides funding for Intersection Traffic Control (ITC) projects as part of a Selective Traffic Enforcement Program (STEP), the purpose of which is to reduce fatalities, injuries, and crashes at intersections in Plano where there is a history of high frequency crashes and where traffic is regulated by a traffic signal light; and

WHEREAS, the City Council of the City of Plano has been presented a proposed Grant Agreement by and between the City of Plano and the State of Texas, acting by and through the Texas Department of Transportation, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Grant Agreement"); and

WHEREAS, upon full consideration of all matters attendant and related thereto, the City Council of the City of Plano is of the opinion that participation in and receipt of funding through the Texas Highway Traffic Safety Program, PIN 17560006409000, for the purpose of conducting an Intersection Traffic Control (ITC) project is in the best interest of the City and its citizens, and that the City Manager or his authorized designee should be authorized to execute the Grant Agreement and any other documents necessary for such participation in and receipt of funding through the Texas Highway Traffic Safety Program.

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

Section I. Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been found to be acceptable and in the best interest of the City of Plano by the City Council, is hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Grant 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 27th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2019

Organization Name: City of Plano Police Department

Legal Name: City of Plano

Payee Identification Number: 17560006409000

Project Title: STEP Comprehensive

ID: 2019-PlanoPD-S-1YG-00077

Period: 10/01/2018 to 09/30/2019

GENERAL INFORMATION

Project Title:STEP Comprehensive

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate between date of execution and midnight, September 30, 2019. However, subgrantee must document performing some enforcement activities during each of the following six holiday mobilization periods

1. Thanksgiving (November 15, 2018 - November 27, 2018)
2. Christmas/New Year's (December 15, 2018 - December 31, 2018)
3. Spring Break (March 8, 2019 - March 25, 2019)
4. Memorial Day (May 20, 2019 - June 2, 2019)
5. Independence Day (June 27, 2019- July 14, 2019)
6. Labor Day (August 17, 2019 - September 3, 2019)

XAgency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program.

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

City of Plano Police Department STEP Comprehensive 2019

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

City of Plano Police Department STEP Comprehensive 2019

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide

compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final

City of Plano Police Department STEP Comprehensive 2019

payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and

City of Plano Police Department STEP Comprehensive 2019

convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other

City of Plano Police Department STEP Comprehensive 2019

resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency and Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all subrecipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to

City of Plano Police Department STEP Comprehensive 2019

confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, et seq.), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor

City of Plano Police Department STEP Comprehensive 2019

shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

City of Plano Police Department
STEP Comprehensive 2019

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

City of Plano Police Department STEP Comprehensive 2019

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

In executing this agreement, each signatory certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or

City of Plano Police Department
STEP Comprehensive 2019

local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION [This article applies only to non-profit entities.]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

Data Universal Numbering System: The Data Universal Numbering System (DUNS) is a unique nine-digit number recognized as the universal standard for identifying and tracking businesses worldwide. The Federal Spending Transparency Directive and the previous Federal Funding Accountability and Transparency Act (FFATA) requires grantees and sub-grantees to have a DUNS number. Most agencies and organizations have DUNS numbers established, please check with your accounting staff. To obtain a DUNS number, applicants should go to the Dun and Bradstreet website at: <http://fedgov.dnb.com/webform>

Data Universal Numbering System (D-U-N-S)

784723231

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2019

Begin Date : 10/1/2018 End Date : 9/30/2019

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:

"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Please click here for [STEP Policies and Procedures requirements](#).

If your agency has approved STEP Operating Policies and Procedures, please upload here :

[https://www.dot.state.tx.us/apps/egrants/_Upload/784323-](https://www.dot.state.tx.us/apps/egrants/_Upload/784323-STEPONLYPolicyandProcedureManagement.pdf)

[STEPONLYPolicyandProcedureManagement.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/784323-STEPONLYPolicyandProcedureManagement.pdf)

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	:Bruce Glasscock
Title	:City Manager
Address	:1520 Ave K
City	:Plano
State	:Texas
Zip Code	:75074
Phone Number	:972-947-7749
Fax Number	:
E-mail address	:bruceg@plano.gov

COUNTY SERVED

Collin County - Dallas District
Denton County - Dallas District

POLITICAL DISTRICT SERVED

U.S. Congress* Congressional District 3
Congressional District 24

Texas Senate* Texas Senate District 8
Texas Senate District 12

Texas House* Texas House of Representatives District 65
Texas House of Representatives District 66
Texas House of Representatives District 67
Texas House of Representatives District 89
Texas House of Representatives District 106

ALCOHOL AND OTHER DRUG COUNTER MEASURES

Goal(s):

To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries and fatalities.

Strategy:

To reduce the number of DUI-related crashes where the driver is under age 21.

Strategy:

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2016.

Baseline Year (12 months) **From 10/1/2016 To 9/30/2017**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	792	0	21
Speed	15467	6238	12
Safety Belt	113	2	14
Child Safety Seat	0	0	
Intersection Traffic Control (ITC)	2939	711	61
Distracted Driving Citations	66	0	0
Other Elements	17195	12295	20

If you have additional attachments, provide them on the "Attachments" page.

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	20	
Reduce the number of Speed-related crashes to	11	
Reduce the number of Safety Belt-related crashes to	12	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	58	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	2095	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	15
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	7
c. Conduct community events (e.g. health fairs, booths)	6

OPERATIONAL PLAN

Zone Name : Zone 1

Zone Location : Bounded area of Alma Drive and President George Bush Turnpike north to Alma Dr and Parker Rd. east to K Ave and Parker Rd south to K Ave and President George Bush back to starting point. (2.40 Sq. Miles)

Zone Hours : 24 hours a day 7 days a week.

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/784459-Zone1CombinationMap.pdf
(attach)

OPERATIONAL PLAN

Zone Name : Zone 2

Zone Location : Bounded area of Alma Drive at Parker Road north to Legacy Dr/ Alma Dr east to Jupiter Rd/ Chaparral Rd south to Parker Rd / Jupiter Rd back west to the starting point (3.83 Sq Miles incorporating the north city limits along US 75)

Zone Hours : 24 hours a day 7 days a week.

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/784489-Zone2CombinationMap.pdf
(attach)

OPERATIONAL PLAN

Zone Name : Zone 3

Zone Location : Bounded by the area of Custer Road at Sam Rayburn Tollway south to Custer Rd /
McDermott Road west to Razor Blvd / Ohio Dr. north to Ohio Dr. / Sam Rayburn Tollway
back to Custer Rd. / Sam Rayburn (3.47 Sq. miles)

Zone Hours : 24 hours a day. 7 days a week.

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/784492-Zone3CombinationMap.pdf
(attach)

OPERATIONAL PLAN

Zone Name : Zone 4

Zone Location : Area bounded by Ohio Drive at Sam Rayburn Tollway south to Ohio Dr. / Tennyson Pkwy. west to Tennyson Pkwy / Corporate north to Legacy Dr. / Corporate west to Legacy Dr. / Sam Rayburn back to Custer Rd. at Sam Rayburn Tollway. (4 Sq. miles)

Zone Hours : 24 hours a day. 7 days a week.

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/784495-Zone4CombinationMap.pdf
(attach)

OPERATIONAL PLAN

Zone Name : Zone 5

Zone Location : Area bounded by West Spring Creek Pkwy. at Midway Road east to W. Spring Creek Pkwy. / Windcrest Dr. South to Willow Bend Dr. / West Park Blvd west to W. Park Blvd / Midway Rd north to Midway Rd. / West Spring Creek Pkwy. (3.99 Sq. Miles)

Zone Hours : 24 hours a day 7 days a week.

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/784497-Zone5CombinationMap.pdf
(attach)

OPERATIONAL PLAN

Zone Name : Zone 6

Zone Location : Area bounded by West Park Blvd at Parkwood Blvd east to W. Park Blvd / Independence Pkwy south to West Plano Pkwy / Independence Pkwy west to W. Plano Pkwy. / Parkwood Blvd north to Parkwood Blvd / West Park Blvd. (3.86 Sq. miles)

Zone Hours : 24 hours a day 7 days a week.

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/784500-Zone6CombinationMap.pdf
(attach)

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 2095								
X Overtime Regular Time								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	1683	100	\$65.100	\$109,563.30	\$6,510.00	\$116,073.30	19.16%	\$22,239.64
Sergeants:	175.25	99.75	\$74.150	\$12,994.79	\$7,396.46	\$20,391.25	19.16%	\$3,906.96
Lieutenants/Other:	17	20	\$84.500	\$1,436.50	\$1,690.00	\$3,126.50	19.16%	\$599.04
B. PI&E Activities								
PI&E Activities:	43	34	\$65.100	\$2,799.30	\$2,213.40	\$5,012.70	19.16%	\$960.43
C. Administrative Duties								
STEP Activity- Data Entry, Oversight and Accounting	42	15	\$74.150	\$3,114.30	\$1,112.25	\$4,226.55	19.16%	\$809.81
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$129,908.19	\$18,922.11	\$148,830.30		\$28,515.89
Category	TxDOT		%	Match		%	Total	
Salaries:	\$129,908.19		87.29%	\$18,922.11		12.71%	\$148,830.30	
Fringe Benefits:	\$0		0.00%	\$28,515.89		100.00%	\$28,515.89	
Breakdown of Fringe Percentages:								
TMRS 17.71%								
Medicare 1.45%								
Total Fringe 19.16%								
The 2019 Indirect Cost is 27.42%								
Details of regular time, if included in any of the above hours :								

STEP ENFORCEMENT MILEAGE

Instructions:

Unit # : Provide your agency's inventory number or other identifying number for each vehicle. To assist in calculating your agency's average enforcement mileage rate, we are requesting information from a sampling of five (5) patrol vehicles. The calculator will average the costs from all vehicles to arrive at the average operational cost per vehicle mile. If your agency does not have at least five patrol vehicles that are used for enforcement, include the requested information for the vehicles that you have.

Original Vehicle Cost : Provide each vehicle's total cost. (The total cost could include vehicle base cost, equipment/accessories and preparation costs).

Life Expectancy (In Years) : Provide the number of years that your agency expects the vehicle(s) will be used for enforcement activities. Many agencies have policies stating vehicles will be used for a specific time period (years) and some agencies determine mileage as the basis for vehicle retirement from enforcement. If mileage is used, determine the average number of years it takes for agency's vehicles to reach their mileage limit.

Maintenance Costs : Provide historical maintenance costs for the latest 12 month period available for each vehicle. Maintenance costs can also include annual liability insurance costs.

Fuel Costs : Provide historical fuel costs for the latest 12 month period available for each vehicle.

Yearly Miles: Provide the yearly enforcement miles for each vehicle. Use each vehicle's mileage logs or other available information to document the average number of enforcement miles driven annually or simply divide the mileage by the number of years the vehicle has been in use for enforcement activities.

	Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	15231	\$43,481.00	6	\$4,920.00	\$7,484.00	33413	\$0.59
Vehicle 2	15232	\$35,999.00	6	\$2,133.00	\$1,427.00	6739	\$1.42
Vehicle 3	15233	\$36,970.00	6	\$2,846.00	\$3,511.00	14960	\$0.84
Vehicle 4	15234	\$39,206.00	6	\$2,132.00	\$3,354.00	13882	\$0.87
Vehicle 5	15235	\$35,669.00	6	\$2,304.00	\$3,177.00	18178	\$0.63

Average Operational Cost of the Vehicle Per Mile : \$0.87

Number of Miles Proposed : 13680

TOTAL : \$11,901.60

	Amount	Percentages
TxDOT	\$7,086.24	59.54%
Match	\$4,815.36	40.46%
Total	\$11,901.60	

NON-ENFORCEMENT TRAVEL

Description : Other (Explain)
Purpose/Details : No expenses in this category
Unit Price : \$0
Quantity : 0
Total : \$0

Non-Enforcement Travel Mileage Document

If you have additional documents, provide them on the "Attachments" page

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

INDIRECT COST

Description 2019 Indirect Costs (attachment is latest indirect costs)

File Upload https://www.dot.state.tx.us/apps/egrants/_Upload/784519-PoliceIndirectCostRateFinalDOC.pdf

Proposed Percentage 27.42%

Apply the Indirect
Cost Rate to: X (100) Salaries - \$148,830.30

 (200) Fringe Benefits - \$28,515.89

 (300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP Enforcement
Mileage - \$11,901.60

 (400) Equipment - \$0

 (500) Supplies - \$0

 (600) Contractual Services - \$0

 (700) Other Miscellaneous - \$0

Total Selected
Amount \$148,830.30

Exemption Amount

Exemption Reason

Eligible Amount \$148,830.30

Total Cost \$40,809.27

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$40,809.27	100.00%
Total	\$40,809.27	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$129,908.19	\$18,922.11	\$148,830.30
(200)	Fringe Benefits:	\$0	\$28,515.89	\$28,515.89
	Sub-Total:	\$129,908.19	\$47,438.00	\$177,346.19
Category II - Other Direct Costs				
(300)	Travel:	\$7,086.24	\$4,815.36	\$11,901.60
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$7,086.24	\$4,815.36	\$11,901.60
Total Direct Costs:		\$136,994.43	\$52,253.36	\$189,247.79
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$40,809.27	\$40,809.27
Summary				
	Total Labor Costs:	\$129,908.19	\$47,438.00	\$177,346.19
	Total Direct Costs:	\$7,086.24	\$4,815.36	\$11,901.60
	Total Indirect Costs:	\$0	\$40,809.27	\$40,809.27
Grand Total		\$136,994.43	\$93,062.63	\$230,057.06
	Fund Sources (Percent Share):	59.55%	40.45%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Finance

Department Head: Denise Tacke

Agenda Coordinator: Susan Oldham

CAPTION

Resolution No. 2018-8-14(R): To approve the Investment Portfolio Summary for the quarter ending June 30, 2018 and providing an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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): N/A

COMMENTS: This item has no fiscal impact.

SUMMARY OF ITEM

Quarterly Investment Report ending June 30, 2018

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:

ATTACHMENTS:

Description
Resolution

Upload Date
8/22/2018

Type
Agreement

A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending June 30, 2018 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, 2018, 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, 2018, 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 27th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

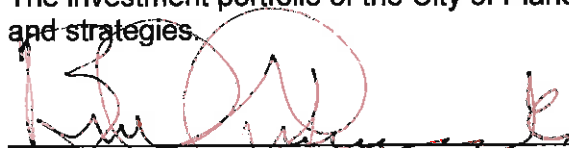
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:


Paige Mims, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
June 30, 2018


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



City Manager



Director of Finance



Treasurer



Treasury Analyst

Release Date: August 01, 2018

Information received since the Federal Open Market Committee met in June indicates that the labor market has continued to strengthen and that economic activity has been rising at a strong rate. Job gains have been strong, on average, in recent months, and the unemployment rate has stayed low. Household spending and business fixed investment have grown strongly. On a 12-month basis, both overall inflation and inflation for items other than food and energy remain near 2 percent. Indicators of longer-term inflation expectations are little changed, on balance.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee expects that further gradual increases in the target range for the federal funds rate will be consistent with sustained expansion of economic activity, strong labor market conditions, and inflation near the Committee's symmetric 2 percent objective over the medium term. Risks to the economic outlook appear roughly balanced.

In view of realized and expected labor market conditions and inflation, the Committee decided to maintain the target range for the federal funds rate at 1-3/4 to 2 percent. The stance of monetary policy remains accommodative, thereby supporting strong labor market conditions and a sustained return to 2 percent inflation.

In determining the timing and size of future adjustments to the target range for the federal funds rate, the Committee will assess realized and expected economic conditions relative to its maximum employment objective and its symmetric 2 percent inflation objective. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments.

Voting for the FOMC monetary policy action were: Jerome H. Powell, Chairman; John C. Williams, Vice Chairman; Thomas I. Barkin; Raphael W. Bostic; Lael Brainard; Esther L. George; Loretta J. Mester; and Randal K. Quarles.

<u>Asset Type</u>	<u>Avg Yield</u>	<u>June 30, 2018</u>		<u>March 31, 2018</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	1.91%	133,917,001.72	133,917,001.72	63,151,206.74	63,151,206.74
Certificates of Deposit/Fixed Term	1.76%	36,745,076.26	36,745,076.26	111,982,637.08	111,982,637.08
FAMCA Bonds	2.19%	32,000,130.66	31,989,876.00	12,000,295.80	11,967,396.00
FFCB Bonds	1.04%	19,995,066.60	19,704,740.00	22,988,719.11	22,686,551.00
FHLB Bonds	0.00%	-	-	17,001,693.01	17,000,000.68
FHLMC Bonds	2.47%	100,000,000.00	99,713,367.00	45,000,000.00	44,670,250.00
FNMA Bonds	1.47%	42,001,057.28	41,141,202.00	42,001,284.59	41,167,502.74
TVA Bonds	1.60%	12,505,300.56	12,294,114.00	12,554,999.51	12,381,308.00
Municipal Bonds	1.61%	217,890,459.99	214,650,692.15	240,213,525.92	237,222,693.75
Totals		595,054,093.07	590,156,069.13	566,894,361.76	562,229,545.99

Quarter Average Yield (1):

Total Portfolio 1.77%

This Quarter:	
Rolling Six Month Treasury Yield	2.06%
Rolling Two Year Treasury Yield	2.48%
TexasDaily Yield	1.75%

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

Total Portfolio 1.52%

Last 12 Months:	
Rolling Six Month Treasury Yield	1.59%
Rolling Two Year Treasury Yield	1.92%
TexasDaily Yield	1.32%

Investment Earnings (3):

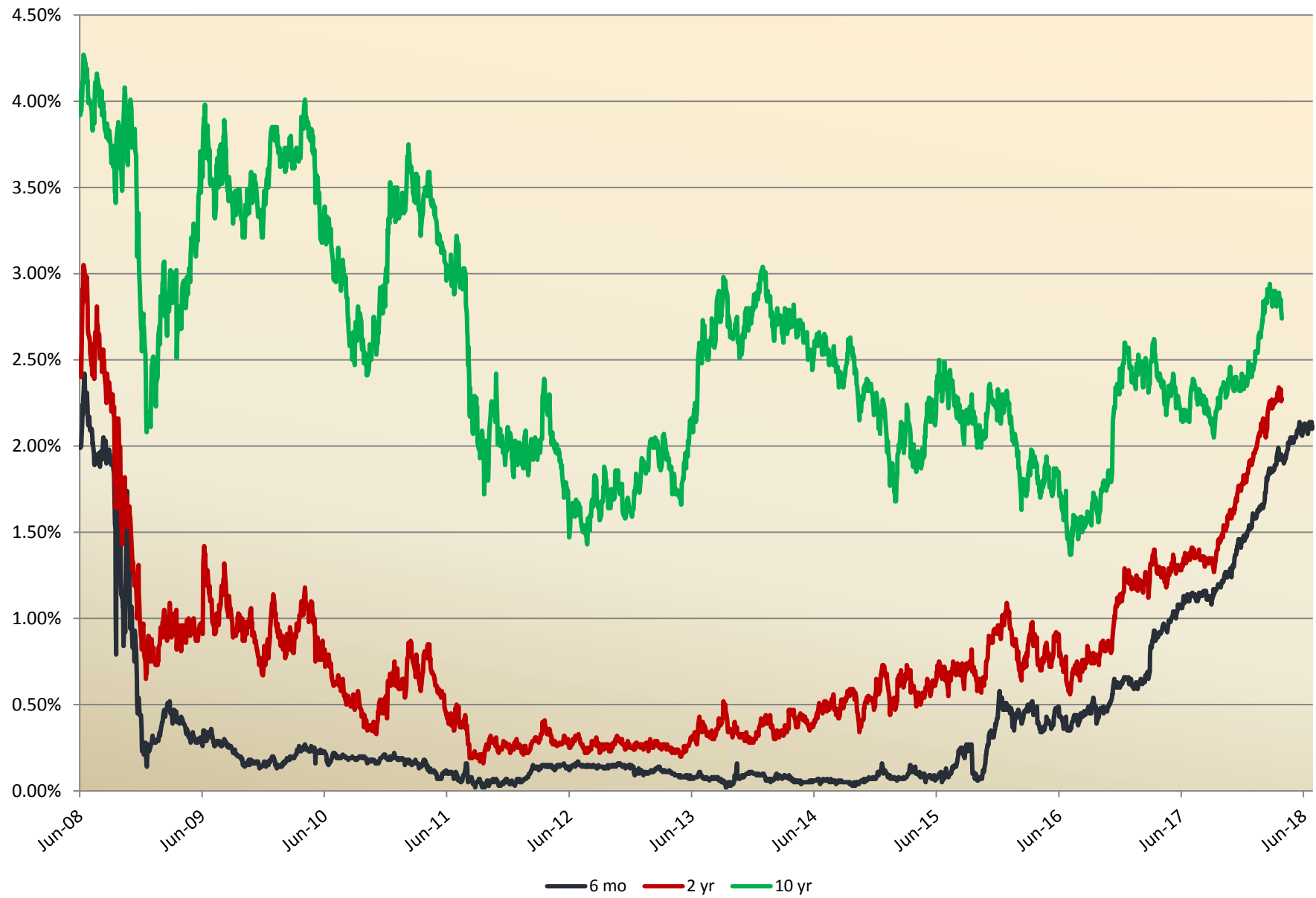
Quarter	\$ 2,019,603
Fiscal Year To Date	\$ 3,102,066

(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.

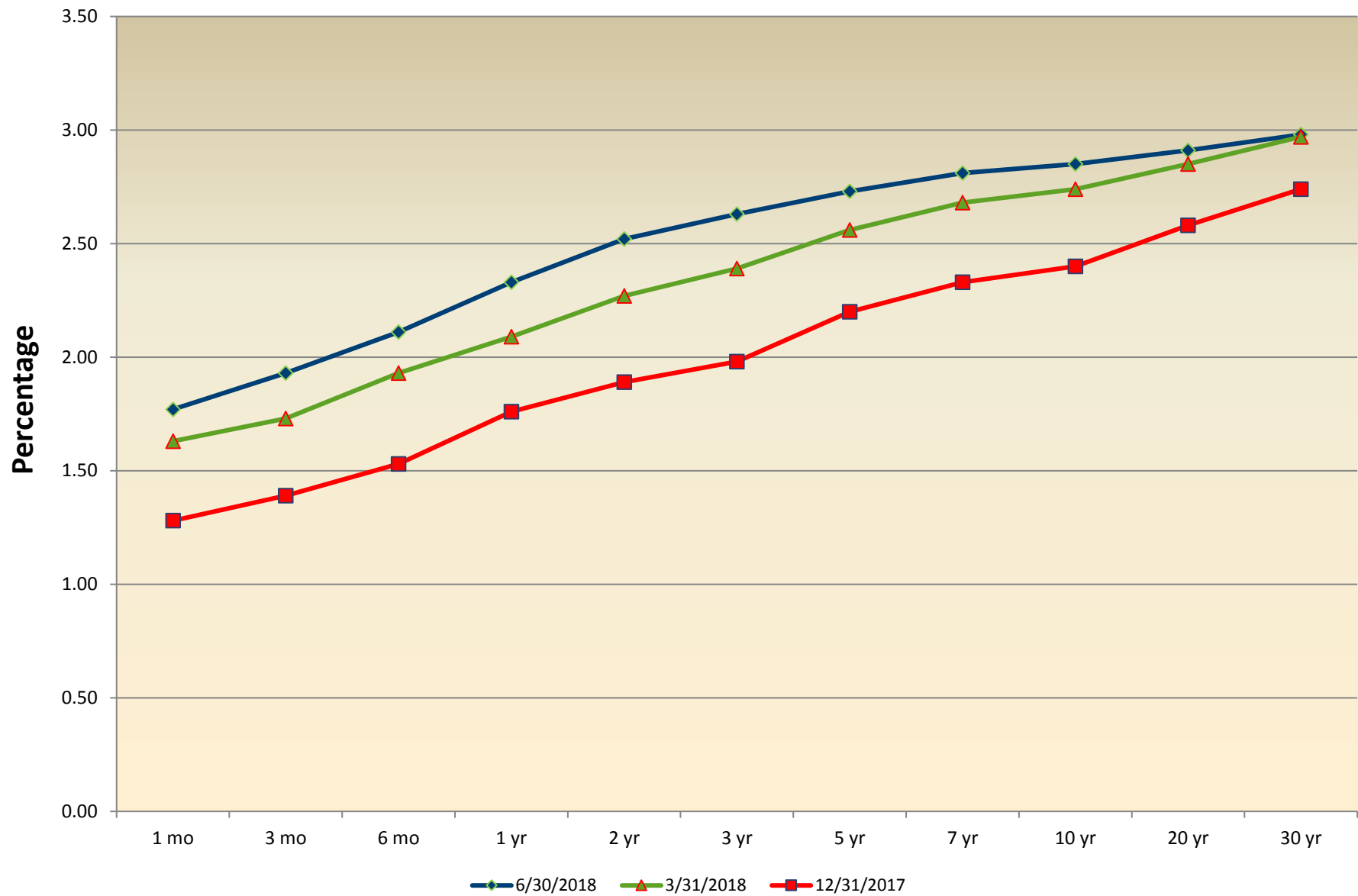
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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

US Treasury Historical Yields



Treasury Yield Curves



S & P 500



Detail of Security Holdings
June 30, 2018

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Capital One NOW Account	NA/NA	1.75%	07/01/2018	06/30/2018		16,809,475.28	16,809,475.28	16,809,475.28	100.00	16,809,475.28	0.03	1.75%	-
Legacy NOW Account	NA/NA	1.92%	07/01/2018	06/30/2018		32,174,320.43	32,174,320.43	32,174,320.43	100.00	32,174,320.43	0.03	1.92%	-
Texas Daily	AAAm	1.85%	07/01/2018	06/30/2018		15,819,575.36	15,819,575.36	15,819,575.36	100.00	15,819,575.36	0.03	1.85%	-
Texas Class	AAAf	2.16%	07/01/2018	06/30/2018		19,113,630.65	19,113,630.65	19,113,630.65	100.00	19,113,630.65	0.03	2.16%	-
Texas Term	AAAf	1.75%	08/02/2018	01/08/2018		25,000,000.00	25,000,000.00	25,000,000.00	100.00	25,000,000.00	0.03	1.75%	-
Texas Term	AAAf	2.00%	11/02/2018	02/08/2018		25,000,000.00	25,000,000.00	25,000,000.00	100.00	25,000,000.00	0.03	2.00%	-
Certificate of Deposit	NA/NA	1.20%	07/13/2018	01/13/2017		5,235,150.80	5,235,150.80	5,235,150.80	100.00	5,235,150.80	0.43	1.20%	91,737.05
Certificate of Deposit	NA/NA	1.79%	07/31/2018	02/01/2018		5,032,874.10	5,032,874.10	5,032,874.10	100.00	5,032,874.10	1.02	1.79%	36,775.83
Certificate of Deposit	NA/NA	1.95%	09/10/2018	03/10/2018		3,144,194.27	3,144,194.27	3,144,194.27	100.00	3,144,194.27	2.36	1.95%	18,813.48
Certificate of Deposit	NA/NA	1.50%	09/11/2018	09/11/2017		2,751,586.47	2,751,586.47	2,751,586.47	100.00	2,751,586.47	2.39	1.50%	33,019.04
Certificate of Deposit	NA/NA	1.80%	01/30/2019	01/30/2018		10,470,665.08	10,470,665.08	10,470,665.08	100.00	10,470,665.08	7.02	1.80%	77,970.60
Certificate of Deposit	NA/NA	2.32%	06/05/2019	06/05/2018		10,110,605.54	10,110,605.54	10,110,605.54	100.00	10,110,605.54	11.15	2.32%	16,066.17
FAMCA	NA/NA	1.25%	09/10/2018	03/30/2017		12,000,000.00	12,000,960.00	12,000,130.66	99.88	11,985,456.00	2.36	1.24%	45,833.33
FAMCA	NA/NA	3.14%	08/15/2022	06/15/2018	02/15/2019	20,000,000.00	20,000,000.00	20,000,000.00	100.02	20,004,420.00	49.41	3.14%	26,166.67
FFCB	AAA/AA+	1.02%	07/12/2019	09/21/2016		20,000,000.00	19,986,600.00	19,995,066.60	98.52	19,704,740.00	12.36	1.04%	95,200.00
FHLMC	AAA/AA+	1.05%	03/29/2019	09/29/2016		16,000,000.00	16,000,000.00	16,000,000.00	99.11	15,857,312.00	8.92	1.05%	42,466.67
FHLMC	AAA/AA+	1.45%	05/28/2019	02/28/2017	08/28/2018	13,000,000.00	13,000,000.00	13,000,000.00	98.96	12,864,787.00	10.89	1.45%	16,755.56
FHLMC	AAA/AA+	2.35%	06/28/2021	03/28/2018	09/28/2018	16,000,000.00	16,000,000.00	16,000,000.00	99.84	15,974,560.00	35.87	2.96%	96,088.89
FHLMC	AAA/AA+	3.00%	03/28/2022	05/31/2018	09/28/2018	17,000,000.00	17,000,000.00	17,000,000.00	100.04	17,007,208.00	44.82	3.00%	42,500.00
FHLMC	AAA/AA+	3.13%	05/27/2022	05/30/2018	11/27/2018	19,000,000.00	19,000,000.00	19,000,000.00	100.02	19,003,914.00	46.79	3.13%	49,590.00
FHLMC	AAA/AA+	3.21%	08/31/2022	06/14/2018	09/14/2018	19,000,000.00	19,000,000.00	19,000,000.00	100.03	19,005,586.00	49.93	3.21%	27,115.11
FNMA	AAA/AA+	1.45%	09/16/2019	03/16/2016	09/16/2018	12,000,000.00	12,000,000.00	12,000,000.00	98.83	11,860,032.00	14.52	1.45%	50,266.67
FNMA	AAA/AA+	1.58%	06/15/2020	06/22/2016	09/15/2018	10,000,000.00	10,018,000.00	10,008,863.82	98.14	9,814,370.00	23.48	1.53%	6,583.33
FNMA	AAA/AA+	1.40%	08/28/2020	09/21/2016	08/28/2018	20,000,000.00	19,985,800.00	19,992,193.46	97.33	19,466,800.00	25.90	1.42%	94,888.89
TVA	AAA/AA+	1.75%	10/15/2018	08/31/2017		2,000,000.00	2,009,382.07	2,002,448.49	99.89	1,997,804.00	3.51	1.33%	7,291.67
TVA	AAA/AA+	3.88%	02/15/2021	02/16/2017		10,000,000.00	10,763,958.40	10,502,852.07	102.96	10,296,310.00	31.51	1.88%	145,312.50
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,970,023.70	100.00	1,970,000.00	0.03	1.65%	20,638.65
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	225,002.71	100.00	225,000.00	0.03	1.65%	2,357.21
Municipal Bond	AA3/AA	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,000,074.98	100.00	5,000,000.00	0.03	1.54%	52,382.36
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	605,007.28	100.00	605,000.00	0.03	1.65%	6,338.27
Municipal Bond	AA3/AA	1.68%	07/01/2018	08/28/2017		875,000.00	877,345.00	875,007.64	100.00	875,000.00	0.03	1.36%	7,322.22
Municipal Bond	AA3/AA	1.73%	07/01/2018	06/24/2016		890,000.00	905,646.20	890,021.23	100.00	890,000.00	0.03	0.85%	7,655.73
Municipal Bond	AA1/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	450,184.34	99.96	449,802.00	1.05	1.20%	3,127.14
Municipal Bond	AA1/AA+	2.50%	08/01/2018	02/02/2016		5,000,000.00	5,184,500.00	5,006,480.79	100.03	5,001,350.00	1.05	1.00%	51,736.11
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,635,254.49	100.14	2,633,603.10	1.05	1.55%	42,659.40
Municipal Bond	AAA/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	99.99	249,975.00	1.51	1.92%	1,801.88
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,208,659.92	100.21	1,207,506.40	1.51	1.53%	18,224.12
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,505,075.12	100.13	2,503,150.00	1.51	1.55%	30,234.38
Municipal Bond	AA1/AAA	1.80%	10/01/2018	08/28/2017		1,925,000.00	1,933,912.75	1,927,077.41	99.94	1,923,787.25	3.05	1.37%	8,566.25
Municipal Bond	AAA/AAA	2.89%	10/01/2018	07/12/2016		1,000,000.00	1,047,090.00	1,005,399.96	100.18	1,001,840.00	3.05	0.75%	7,154.61
Municipal Bond	AA2/NA	2.00%	02/01/2019	03/22/2016		450,000.00	460,719.00	452,213.48	99.80	449,118.00	7.08	1.15%	3,725.00
Municipal Bond	AA1/AA	5.10%	02/01/2019	08/28/2017		1,000,000.00	1,052,010.00	1,021,521.38	101.58	1,015,770.00	7.08	1.40%	21,108.33
Municipal Bond	AA3/AA-	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,016,939.77	99.75	9,974,700.00	7.08	1.70%	82,777.78
Municipal Bond	AAA/AAA	2.44%	02/15/2019	08/28/2017		1,000,000.00	1,015,040.00	1,006,453.73	100.09	1,000,890.00	7.54	1.40%	9,157.50
Municipal Bond	A1/AA-	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,575,149.92	101.05	1,566,306.00	7.54	1.69%	25,511.06
Municipal Bond	AA2/AA	3.25%	02/15/2019	06/27/2016		10,000,000.00	10,583,200.00	10,139,289.72	100.50	10,050,100.00	7.54	1.00%	121,875.00
Municipal Bond	MIG1/NA	2.25%	03/01/2019	09/01/2017		6,000,000.00	6,052,320.00	6,023,381.10	99.74	5,984,460.00	8.00	1.66%	44,625.00
Municipal Bond	AA2/AA	4.67%	03/01/2019	09/17/2015		500,000.00	547,930.00	509,274.32	101.58	507,895.00	8.00	1.80%	7,725.08
Municipal Bond	AA2/AA	2.20%	04/01/2019	09/17/2015		450,000.00	461,596.50	452,468.30	99.89	449,509.50	9.02	1.45%	2,447.50
Municipal Bond	AA2/AA+	1.80%	05/01/2019	02/24/2016		4,000,000.00	4,074,760.00	4,019,622.89	99.29	3,971,760.00	10.00	1.20%	11,800.00
Municipal Bond	AA1/AA	1.88%	05/01/2019	08/28/2017		2,000,000.00	2,015,140.00	2,007,557.61	99.64	1,992,860.00	10.00	1.42%	6,162.22
Municipal Bond	AA1/AA+	1.45%	06/15/2019	08/28/2017		6,000,000.00	6,006,000.00	6,003,201.22	99.01	5,940,300.00	11.48	1.39%	3,625.00
Municipal Bond	AA2/AAA	5.00%	06/15/2019	04/22/2016		955,000.00	1,062,972.30	987,889.73	102.22	976,210.55	11.48	1.32%	1,989.58

Detail of Security Holdings
June 30, 2018

By Sector

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AAA/AAA	1.76%	07/01/2019	07/21/2016		6,600,000.00	6,744,210.00	6,649,098.47	99.09	6,539,940.00	12.00	1.00%	57,593.25
Municipal Bond	AA1/AA-	2.20%	07/01/2019	04/05/2017	07/01/2018	3,180,000.00	3,212,585.46	3,194,597.65	99.64	3,168,488.40	12.00	1.73%	34,738.23
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,009,474.19	99.25	4,962,300.00	12.00	1.60%	44,650.56
Municipal Bond	AA1/AA+	3.91%	08/01/2019	01/27/2016		2,850,000.00	3,094,330.50	2,925,662.41	101.28	2,886,594.00	13.02	1.40%	46,133.50
Municipal Bond	NA/AA-	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	644,886.23	101.96	637,243.75	13.48	1.53%	10,425.00
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	508,989.91	100.68	503,400.00	13.48	1.70%	6,296.25
Municipal Bond	AA2/AAA	5.77%	08/15/2019	07/07/2016		4,020,000.00	4,604,226.60	4,231,743.50	103.67	4,167,453.60	13.48	1.00%	86,907.38
Municipal Bond	NA/AAA	1.62%	10/15/2019	10/12/2017		505,000.00	505,000.00	505,000.00	98.74	498,642.05	15.48	1.62%	1,707.53
Municipal Bond	AA2/AA	4.95%	02/01/2020	09/06/2017		5,000,000.00	5,393,200.00	5,260,192.71	103.36	5,167,750.00	19.05	1.60%	102,437.50
Municipal Bond	AA2/AA	3.00%	02/15/2020	02/19/2016		12,025,000.00	12,724,133.50	12,310,507.50	100.38	12,070,334.25	19.51	1.49%	135,281.25
Municipal Bond	AAA/AAA	3.00%	04/01/2020	10/25/2017		1,930,000.00	1,990,466.90	1,973,598.74	100.54	1,940,383.40	21.02	1.68%	14,314.17
Municipal Bond	AAA/AAA	1.90%	05/15/2020	08/14/2017		5,000,000.00	5,033,700.00	5,022,969.65	98.70	4,934,900.00	22.46	1.65%	11,887.50
Municipal Bond	AA2/AA+	2.28%	06/01/2020	01/27/2016		1,725,000.00	1,760,517.75	1,740,711.07	99.26	1,712,148.75	23.02	1.78%	3,161.30
Municipal Bond	AA2/AA	1.38%	06/01/2020	07/12/2016		3,215,000.00	3,260,813.75	3,237,648.77	97.44	3,132,792.45	23.02	1.00%	3,561.06
Municipal Bond	AA1/AA-	2.65%	07/01/2020	03/14/2016		10,270,000.00	10,708,939.80	10,474,652.19	99.78	10,247,097.90	24.00	1.62%	135,474.71
Municipal Bond	AA2/AA-	2.00%	07/01/2020	06/30/2016		3,000,000.00	3,087,570.00	3,043,844.90	98.06	2,941,860.00	24.00	1.25%	29,833.33
Municipal Bond	AA1/AA+	1.00%	08/01/2020	07/14/2016		8,120,000.00	8,107,089.20	8,113,339.46	96.51	7,836,530.80	25.02	1.04%	33,607.78
Municipal Bond	AA1/NA	1.58%	09/01/2020	07/19/2016		5,000,000.00	5,050,250.00	5,026,510.63	97.32	4,866,000.00	26.03	1.33%	26,146.94
Municipal Bond	AA1/AAA	1.75%	02/01/2021	07/12/2016		13,000,000.00	13,344,890.00	13,196,162.66	97.26	12,644,320.00	31.05	1.15%	94,159.72
Municipal Bond	AAA/AAA	2.48%	03/15/2021	03/21/2018		10,000,000.00	10,000,000.00	10,000,000.00	99.15	9,915,400.00	32.43	2.48%	68,200.00
Municipal Bond	AA1/AAA	2.90%	03/15/2021	08/04/2017		2,335,000.00	2,421,114.80	2,399,569.78	100.21	2,339,950.20	32.43	1.84%	19,750.21
Municipal Bond	NA/AA-	2.32%	05/01/2021	03/08/2018		3,445,000.00	3,414,477.30	3,417,503.03	98.55	3,395,150.85	33.97	2.62%	13,098.66
Municipal Bond	AAA/AAA	2.23%	05/15/2021	03/06/2018		10,420,000.00	10,317,884.00	10,328,043.05	98.50	10,263,179.00	34.43	2.55%	29,032.72
Municipal Bond	AAA/AAA	2.05%	05/15/2021	03/09/2018		5,000,000.00	4,925,750.00	4,932,964.32	98.01	4,900,550.00	34.43	2.54%	12,825.00
Municipal Bond	AA1/AA+	2.59%	06/01/2021	07/20/2016		535,000.00	554,538.20	546,731.72	99.06	529,954.95	34.98	1.80%	1,116.65
Municipal Bond	AA2/AA	4.82%	07/01/2021	09/06/2017		360,000.00	398,368.80	390,194.10	104.96	377,859.60	35.97	1.92%	8,633.17
Municipal Bond	NA/AA+	2.39%	07/01/2021	03/08/2018		1,550,000.00	1,543,226.50	1,543,864.14	97.96	1,518,364.50	35.97	2.53%	18,704.80
Municipal Bond	NA/AA	2.48%	08/01/2021	02/21/2018		13,360,000.00	13,291,596.80	13,298,616.70	98.74	13,191,396.80	36.98	2.64%	137,132.98
Municipal Bond	AA2/AAA	5.84%	08/15/2021	09/07/2017		6,905,000.00	7,931,359.20	7,720,091.94	108.42	7,486,539.10	37.44	1.90%	151,090.03
Municipal Bond	AA1/NA	1.78%	09/01/2021	03/02/2018		1,000,000.00	970,430.00	973,204.36	96.27	962,730.00	38.00	2.67%	5,890.50
Municipal Bond	AAA/AAA	2.80%	10/01/2021	03/28/2018	07/10/2018	500,000.00	502,000.00	501,853.47	99.11	495,545.00	38.98	2.68%	3,577.78
						592,067,077.98	599,319,067.51	595,054,093.07		590,156,069.13	17.67	1.88%	2,970,538.30

(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.

Moody's Ratings Definitions:

AAA- obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

AA- obligations rated Aa are judged to be of high quality and are subject to very low credit risk

A- obligations rated A are judged to be upper-medium grade and are subject to low credit risk

(the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category)

MIG1 (Municipal Investment Grade) Short-Term Obligation- Superior Credit Quality

MIG2 (Municipal Investment Grade) Short-Term Obligation- Strong Credit Quality

MIG3 (Municipal Investment Grade) Short-Term Obligation- Acceptable Credit Quality

Detail of Security Holdings
June 30, 2018

By Maturity

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Capital One NOW Account	NA/NA	1.75%	07/01/2018	06/30/2018		16,809,475.28	16,809,475.28	16,809,475.28	100.00	16,809,475.28	0.03	1.75%	-
Legacy NOW Account	NA/NA	1.92%	07/01/2018	06/30/2018		32,174,320.43	32,174,320.43	32,174,320.43	100.00	32,174,320.43	0.03	1.92%	-
Texas Daily	AAAm	1.85%	07/01/2018	06/30/2018		15,819,575.36	15,819,575.36	15,819,575.36	100.00	15,819,575.36	0.03	1.85%	-
Texas Class	AAAf	2.16%	07/01/2018	06/30/2018		19,113,630.65	19,113,630.65	19,113,630.65	100.00	19,113,630.65	0.03	2.16%	-
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,970,023.70	100.00	1,970,000.00	0.03	1.65%	20,638.65
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	225,002.71	100.00	225,000.00	0.03	1.65%	2,357.21
Municipal Bond	AA3/AA	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,000,074.98	100.00	5,000,000.00	0.03	1.54%	52,382.36
Municipal Bond	AA3/AA	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	605,007.28	100.00	605,000.00	0.03	1.65%	6,338.27
Municipal Bond	AA3/AA	1.68%	07/01/2018	08/28/2017		875,000.00	877,345.00	875,007.64	100.00	875,000.00	0.03	1.36%	7,322.22
Municipal Bond	AA3/AA	1.73%	07/01/2018	06/24/2016		890,000.00	905,646.20	890,021.23	100.00	890,000.00	0.03	0.85%	7,655.73
Certificate of Deposit	NA/NA	1.20%	07/13/2018	01/13/2017		5,235,150.80	5,235,150.80	5,235,150.80	100.00	5,235,150.80	0.43	1.20%	91,737.05
Certificate of Deposit	NA/NA	1.79%	07/31/2018	02/01/2018		5,032,874.10	5,032,874.10	5,032,874.10	100.00	5,032,874.10	1.02	1.79%	36,775.83
Municipal Bond	AA1/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	450,184.34	99.96	449,802.00	1.05	1.20%	3,127.14
Municipal Bond	AA1/AA+	2.50%	08/01/2018	02/02/2016		5,000,000.00	5,184,500.00	5,006,480.79	100.03	5,001,350.00	1.05	1.00%	51,736.11
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,635,254.49	100.14	2,633,603.10	1.05	1.55%	42,659.40
Texas Term	AAAf	1.75%	08/02/2018	01/08/2018		25,000,000.00	25,000,000.00	25,000,000.00	100.00	25,000,000.00	0.03	1.75%	-
Municipal Bond	AAA/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	99.99	249,975.00	1.51	1.92%	1,801.88
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,208,659.92	100.21	1,207,506.40	1.51	1.53%	18,224.12
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,505,075.12	100.13	2,503,150.00	1.51	1.55%	30,234.38
Certificate of Deposit	NA/NA	1.95%	09/10/2018	03/10/2018		3,144,194.27	3,144,194.27	3,144,194.27	100.00	3,144,194.27	2.36	1.95%	18,813.48
FAMCA	NA/NA	1.25%	09/10/2018	03/30/2017		12,000,000.00	12,000,960.00	12,000,130.66	99.88	11,985,456.00	2.36	1.24%	45,833.33
Certificate of Deposit	NA/NA	1.50%	09/11/2018	09/11/2017		2,751,586.47	2,751,586.47	2,751,586.47	100.00	2,751,586.47	2.39	1.50%	33,019.04
Municipal Bond	AA1/AAA	1.80%	10/01/2018	08/28/2017		1,925,000.00	1,933,912.75	1,927,077.41	99.94	1,923,787.25	3.05	1.37%	8,566.25
Municipal Bond	AAA/AAA	2.89%	10/01/2018	07/12/2016		1,000,000.00	1,047,090.00	1,005,399.96	100.18	1,001,840.00	3.05	0.75%	7,154.61
TVA	AAA/AA+	1.75%	10/15/2018	08/31/2017		2,000,000.00	2,009,382.07	2,002,448.49	99.89	1,997,804.00	3.51	1.33%	7,291.67
Texas Term	AAAf	2.00%	11/02/2018	08/08/2018		25,000,000.00	25,000,000.00	25,000,000.00	100.00	25,000,000.00	0.03	2.00%	-
Certificate of Deposit	NA/NA	1.80%	01/30/2019	01/30/2018		10,470,665.08	10,470,665.08	10,470,665.08	100.00	10,470,665.08	7.02	1.80%	77,970.60
Municipal Bond	AA2/NA	2.00%	02/01/2019	03/22/2016		450,000.00	460,719.00	452,213.48	99.80	449,118.00	7.08	1.15%	3,725.00
Municipal Bond	AA1/AA	5.10%	02/01/2019	08/28/2017		1,000,000.00	1,052,010.00	1,021,521.38	101.58	1,015,770.00	7.08	1.40%	21,108.33
Municipal Bond	AA3/AA-	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,016,939.77	99.75	9,974,700.00	7.08	1.70%	82,777.78
Municipal Bond	AAA/AAA	2.44%	02/15/2019	08/28/2017		1,000,000.00	1,015,040.00	1,006,453.73	100.09	1,000,890.00	7.54	1.40%	9,157.50
Municipal Bond	A1/AA-	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,575,149.92	101.05	1,566,306.00	7.54	1.69%	25,511.06
Municipal Bond	AA2/AA	3.25%	02/15/2019	06/27/2016		10,000,000.00	10,583,200.00	10,139,289.72	100.50	10,050,100.00	7.54	1.00%	121,875.00
Municipal Bond	MIG1/NA	2.25%	03/01/2019	09/01/2017		6,000,000.00	6,052,320.00	6,023,381.10	99.74	5,984,460.00	8.00	1.66%	44,625.00
Municipal Bond	AA2/AA	4.67%	03/01/2019	09/17/2015		500,000.00	547,930.00	509,274.32	101.58	507,895.00	8.00	1.80%	7,725.08
FHLMC	AAA/AA+	1.05%	03/29/2019	09/29/2016		16,000,000.00	16,000,000.00	16,000,000.00	99.11	15,857,312.00	8.92	1.05%	42,466.67
Municipal Bond	AA2/AA	2.20%	04/01/2019	09/17/2015		450,000.00	461,596.50	452,468.30	99.89	449,509.50	9.02	1.45%	2,447.50
Municipal Bond	AA2/AA+	1.80%	05/01/2019	02/24/2016		4,000,000.00	4,074,760.00	4,019,622.89	99.29	3,971,760.00	10.00	1.20%	11,800.00
Municipal Bond	AA1/AA	1.88%	05/01/2019	08/28/2017		2,000,000.00	2,015,140.00	2,007,557.61	99.64	1,992,860.00	10.00	1.42%	6,162.22
FHLMC	AAA/AA+	1.45%	05/28/2019	02/28/2017	08/28/2018	13,000,000.00	13,000,000.00	13,000,000.00	98.96	12,864,787.00	10.89	1.45%	16,755.56
Certificate of Deposit	NA/NA	2.32%	06/05/2019	06/05/2018		10,110,605.54	10,110,605.54	10,110,605.54	100.00	10,110,605.54	11.15	2.32%	16,066.17
Municipal Bond	AA1/AA+	1.45%	06/15/2019	08/28/2017		6,000,000.00	6,006,000.00	6,003,201.22	99.01	5,940,300.00	11.48	1.39%	3,625.00
Municipal Bond	AA2/AAA	5.00%	06/15/2019	04/22/2016		955,000.00	1,062,972.30	987,889.73	102.22	976,210.55	11.48	1.32%	1,989.58
Municipal Bond	AAA/AAA	1.76%	07/01/2019	07/21/2016		6,600,000.00	6,744,210.00	6,649,098.47	99.09	6,539,940.00	12.00	1.00%	57,593.25
Municipal Bond	AA1/AA-	2.20%	07/01/2019	04/05/2017	07/01/2018	3,180,000.00	3,212,585.46	3,194,597.65	99.64	3,168,488.40	12.00	1.73%	34,738.23
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,009,474.19	99.25	4,962,300.00	12.00	1.60%	44,650.56
FFCB	AAA/AA+	1.02%	07/12/2019	09/21/2016		20,000,000.00	19,986,600.00	19,995,066.60	98.52	19,704,740.00	12.36	1.04%	95,200.00
Municipal Bond	AA1/AA+	0.03911	8/1/2019	1/27/2016		2,850,000.00	3,094,330.50	2,925,662.41	101.28	2,886,594.00	13.02	1.40%	46,133.50
Municipal Bond	NA/AA-	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	644,886.23	101.96	637,243.75	13.48	1.53%	10,425.00
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	508,989.91	100.68	503,400.00	13.48	1.70%	6,296.25
Municipal Bond	AA2/AAA	5.77%	08/15/2019	07/07/2016		4,020,000.00	4,604,226.60	4,231,743.50	103.67	4,167,453.60	13.48	1.00%	86,907.38
FNMA	AAA/AA+	1.45%	09/16/2019	03/16/2016	09/16/2018	12,000,000.00	12,000,000.00	12,000,000.00	98.83	11,860,032.00	14.52	1.45%	50,266.67
Municipal Bond	NA/AAA	1.62%	10/15/2019	10/12/2017		505,000.00	505,000.00	505,000.00	98.74	498,642.05	15.48	1.62%	1,707.53
Municipal Bond	AA2/AA	4.95%	02/01/2020	09/06/2017		5,000,000.00	5,393,200.00	5,260,192.71	103.36	5,167,750.00	19.05	1.60%	102,437.50
Municipal Bond	AA2/AA	3.00%	02/15/2020	02/19/2016		12,025,000.00	12,724,133.50	12,310,507.50	100.38	12,070,334.25	19.51	1.49%	135,281.25
Municipal Bond	AAA/AAA	3.00%	04/01/2020	10/25/2017		1,930,000.00	1,990,466.90	1,973,598.74	100.54	1,940,383.40	21.02	1.68%	14,314.17

Detail of Security Holdings
June 30, 2018

By Maturity

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AAA/AAA	1.90%	05/15/2020	08/14/2017		5,000,000.00	5,033,700.00	5,022,969.65	98.70	4,934,900.00	22.46	1.65%	11,887.50
Municipal Bond	AA2/AA+	2.28%	06/01/2020	01/27/2016		1,725,000.00	1,760,517.75	1,740,711.07	99.26	1,712,148.75	23.02	1.78%	3,161.30
Municipal Bond	AA2/AA	1.38%	06/01/2020	07/12/2016		3,215,000.00	3,260,813.75	3,237,648.77	97.44	3,132,792.45	23.02	1.00%	3,561.06
FNMA	AAA/AA+	1.58%	06/15/2020	06/22/2016	09/15/2018	10,000,000.00	10,018,000.00	10,008,863.82	98.14	9,814,370.00	23.48	1.53%	6,583.33
Municipal Bond	AA1/AA-	2.65%	07/01/2020	03/14/2016		10,270,000.00	10,708,939.80	10,474,652.19	99.78	10,247,097.90	24.00	1.62%	135,474.71
Municipal Bond	AA2/AA-	2.00%	07/01/2020	06/30/2016		3,000,000.00	3,087,570.00	3,043,844.90	98.06	2,941,860.00	24.00	1.25%	29,833.33
Municipal Bond	AA1/AA+	1.00%	08/01/2020	07/14/2016		8,120,000.00	8,107,089.20	8,113,339.46	96.51	7,836,530.80	25.02	1.04%	33,607.78
FNMA	AAA/AA+	1.40%	08/28/2020	09/21/2016	08/28/2018	20,000,000.00	19,985,800.00	19,992,193.46	97.33	19,466,800.00	25.90	1.42%	94,888.89
Municipal Bond	AA1/NA	1.58%	09/01/2020	07/19/2016		5,000,000.00	5,050,250.00	5,026,510.63	97.32	4,866,000.00	26.03	1.33%	26,146.94
Municipal Bond	AA1/AAA	1.75%	02/01/2021	07/12/2016		13,000,000.00	13,344,890.00	13,196,162.66	97.26	12,644,320.00	31.05	1.15%	94,159.72
TVA	AAA/AA+	3.88%	02/15/2021	02/16/2017		10,000,000.00	10,763,958.40	10,502,852.07	102.96	10,296,310.00	31.51	1.88%	145,312.50
Municipal Bond	AAA/AAA	2.48%	03/15/2021	03/21/2018		10,000,000.00	10,000,000.00	10,000,000.00	99.15	9,915,400.00	32.43	2.48%	68,200.00
Municipal Bond	AA1/AAA	2.90%	03/15/2021	08/04/2017		2,335,000.00	2,421,114.80	2,399,569.78	100.21	2,339,950.20	32.43	1.84%	19,750.21
Municipal Bond	NA/AA-	2.32%	05/01/2021	03/08/2018		3,445,000.00	3,414,477.30	3,417,503.03	98.55	3,395,150.85	33.97	2.62%	13,098.66
Municipal Bond	AAA/AAA	2.23%	05/15/2021	03/06/2018		10,420,000.00	10,317,884.00	10,328,043.05	98.50	10,263,179.00	34.43	2.55%	29,032.72
Municipal Bond	AA/AAA	2.05%	05/15/2021	03/09/2018		5,000,000.00	4,925,750.00	4,932,964.32	98.01	4,900,550.00	34.43	2.54%	12,825.00
Municipal Bond	AA1/AA+	2.59%	06/01/2021	07/20/2016		535,000.00	554,538.20	546,731.72	99.06	529,954.95	34.98	1.80%	1,116.65
FHLMC	AAA/AA+	2.35%	06/28/2021	03/28/2018	09/28/2018	16,000,000.00	16,000,000.00	16,000,000.00	99.84	15,974,560.00	35.87	2.96%	96,088.89
Municipal Bond	AA2/AA	4.82%	07/01/2021	09/06/2017		360,000.00	398,368.80	390,194.10	104.96	377,859.60	35.97	1.92%	8,633.17
Municipal Bond	NA/AA+	2.39%	07/01/2021	03/08/2018		1,550,000.00	1,543,226.50	1,543,864.14	97.96	1,518,364.50	35.97	2.53%	18,704.80
Municipal Bond	NA/AA	2.48%	08/01/2021	02/21/2018		13,360,000.00	13,291,596.80	13,298,616.70	98.74	13,191,396.80	36.98	2.64%	137,132.98
Municipal Bond	AA2/AAA	5.84%	08/15/2021	09/07/2017		6,905,000.00	7,931,359.20	7,720,091.94	108.42	7,486,539.10	37.44	1.90%	151,090.03
Municipal Bond	AA1/NA	1.78%	09/01/2021	03/02/2018		1,000,000.00	970,430.00	973,204.36	96.27	962,730.00	38.00	2.67%	5,890.50
Municipal Bond	AAA/AAA	2.80%	10/01/2021	03/28/2018	07/10/2018	500,000.00	502,000.00	501,853.47	99.11	495,545.00	38.98	2.68%	3,577.78
FHLMC	AAA/AA+	3.00%	03/28/2022	05/31/2018	09/28/2018	17,000,000.00	17,000,000.00	17,000,000.00	100.04	17,007,208.00	44.82	3.00%	42,500.00
FHLMC	AAA/AA+	3.13%	05/27/2022	05/30/2018	11/27/2018	19,000,000.00	19,000,000.00	19,000,000.00	100.02	19,003,914.00	46.79	3.13%	49,590.00
FAMCA	NA/NA	3.14%	08/15/2022	06/15/2018	02/15/2019	20,000,000.00	20,000,000.00	20,000,000.00	100.02	20,004,420.00	49.41	3.14%	26,166.67
FHLMC	AAA/AA+	3.21%	08/31/2022	06/14/2018	09/14/2018	19,000,000.00	19,000,000.00	19,000,000.00	100.03	19,005,586.00	49.93	3.21%	27,115.11
TOTAL						592,067,077.98	599,319,067.51	595,054,093.07		590,156,069.13	17.67	1.88%	2,970,538.30

(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.

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(the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category)

MIG1 (Municipal Investment Grade) Short-Term Obligation- Superior Credit Quality

MIG2 (Municipal Investment Grade) Short-Term Obligation- Strong Credit Quality

MIG3 (Municipal Investment Grade) Short-Term Obligation- Acceptable Credit Quality

P1- Issuers rated Prime-1 have a superior ability to repay short-term debt obligations

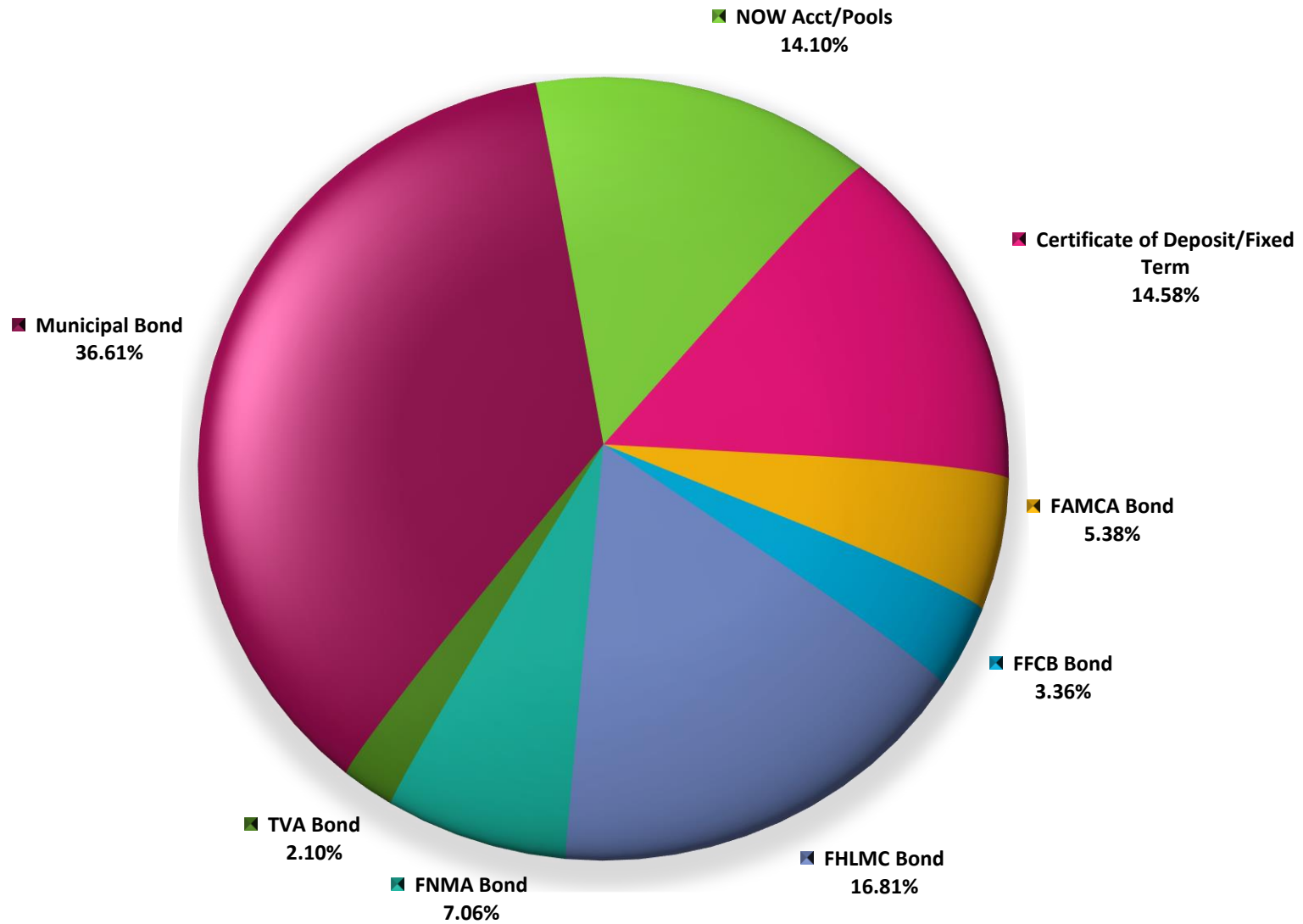
P2- Issuers rated Prime-1 have a strong ability to repay short-term debt obligations

P3- Issuers rated Prime-1 have an acceptable ability to repay short-term debt obligations

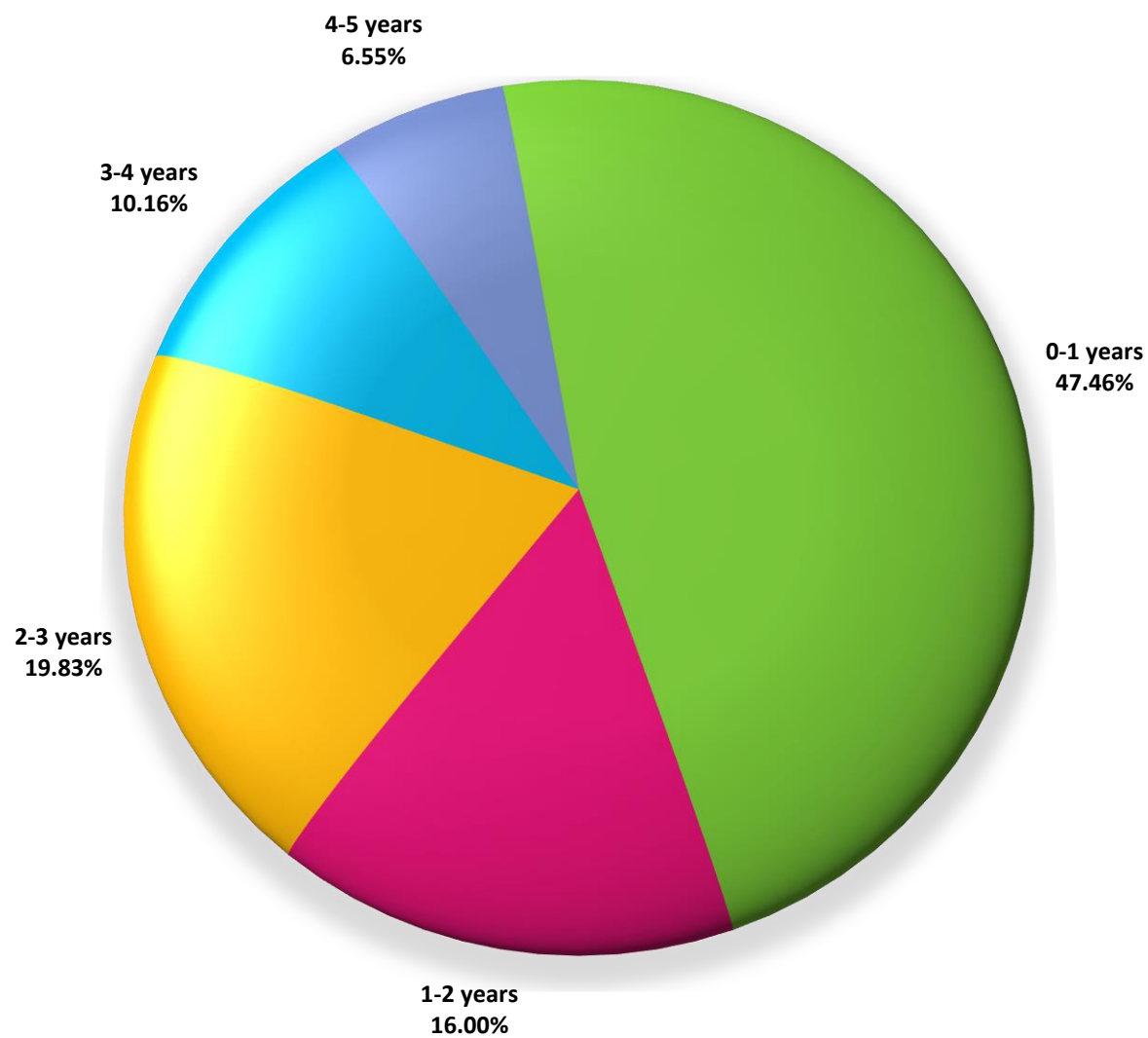
***Standard and Poor's Ratings Definitions:**

AAA- capacity to meet its financial commitment on the obligation is extremely strong

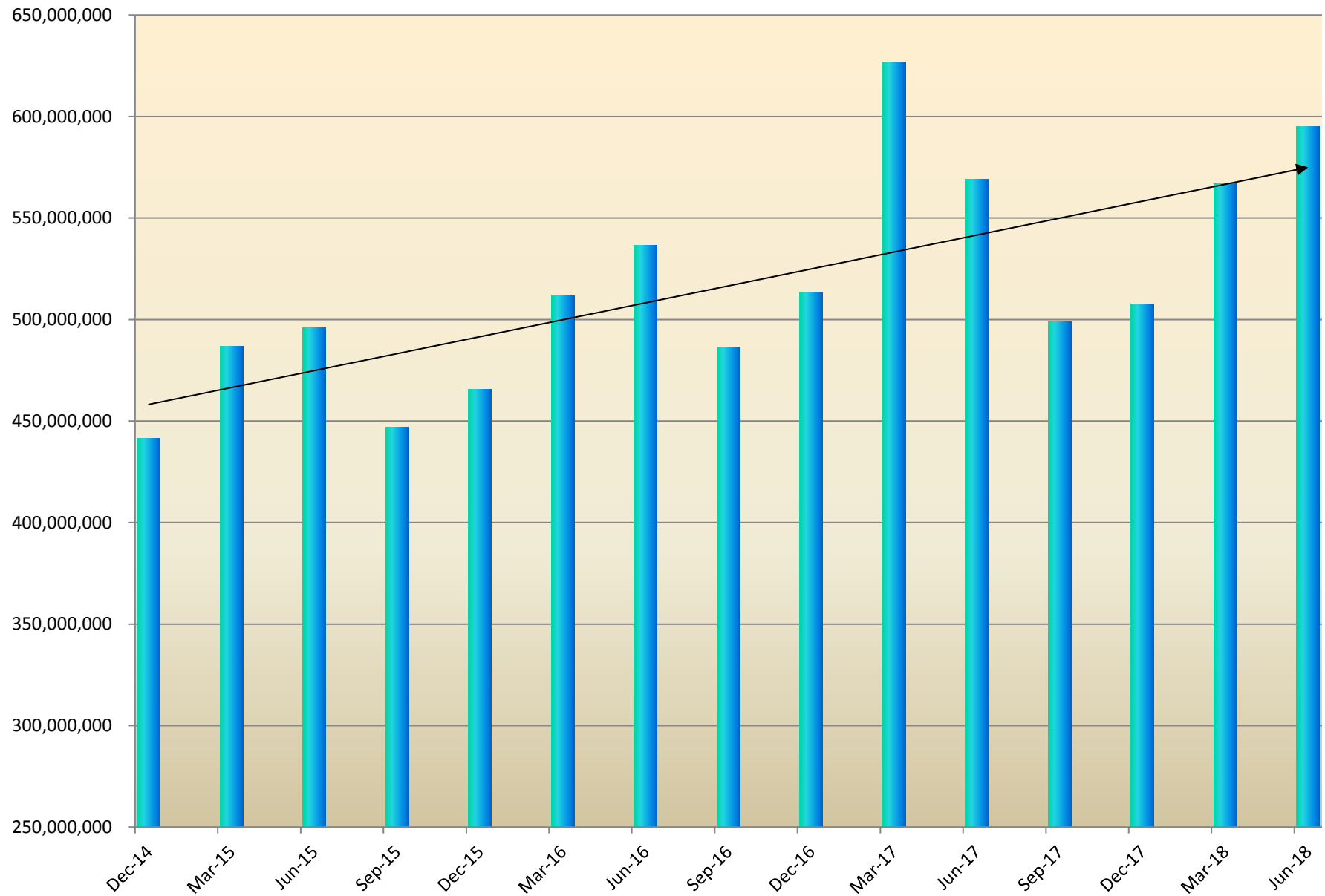
Portfolio Composition 6/30/18



Portfolio Maturities 6/30/18



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2018		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	June 30, 2018	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Capital One NOW Account	1.75%	07/01/18	15,600,613.72	15,600,613.72	1,208,861.56	-	16,809,475.28	16,809,475.28
Legacy NOW Account	1.92%	07/01/18	35,197,383.00	35,197,383.00	-	(3,023,062.57)	32,174,320.43	32,174,320.43
Texas Daily LGIP	1.85%	07/01/18	12,353,210.02	12,353,210.02	3,466,365.34	-	15,819,575.36	15,819,575.36
Texas Class LGIP	2.16%	07/01/18	-	-	19,113,630.65	-	19,113,630.65	19,113,630.65
TexasTERM	1.75%	08/02/18	25,000,000.00	25,000,000.00	-	(25,000,000.00)	-	-
TexasTERM	2.00%	11/02/18	25,000,000.00	25,000,000.00	-	-	25,000,000.00	25,000,000.00
TexasTERM	2.00%	11/02/18	25,000,000.00	25,000,000.00	-	-	25,000,000.00	25,000,000.00
Certificate of Deposit	0.80%	04/10/18	101,166.36	101,166.36	-	(101,166.36)	-	-
Certificate of Deposit	0.75%	06/01/18	247,000.00	247,000.00	-	(247,000.00)	-	-
Certificate of Deposit	1.10%	06/05/18	10,000,000.00	10,000,000.00	-	(10,000,000.00)	-	-
Certificate of Deposit	1.20%	07/13/18	5,235,150.80	5,235,150.80	-	-	5,235,150.80	5,235,150.80
Certificate of Deposit	1.79%	07/31/18	5,032,874.10	5,032,874.10	-	-	5,032,874.10	5,032,874.10
Certificate of Deposit	1.95%	09/10/18	3,144,194.27	3,144,194.27	-	-	3,144,194.27	3,144,194.27
Certificate of Deposit	1.50%	09/11/18	2,751,586.47	2,751,586.47	-	-	2,751,586.47	2,751,586.47
Certificate of Deposit	1.80%	01/30/19	10,470,665.08	10,470,665.08	-	-	10,470,665.08	10,470,665.08
Certificate of Deposit	2.32%	06/05/19	-	-	10,110,605.54	-	10,110,605.54	10,110,605.54
FAMCA Bond	1.24%	09/10/18	12,000,000.00	12,000,295.80	-	(165.14)	12,000,000.00	12,000,130.66
FAMCA Bond	3.14%	08/15/22	-	-	20,000,000.00	-	20,000,000.00	20,000,000.00
FFCB Bond	1.21%	05/22/18	3,000,000.00	2,994,843.33	-	(2,994,843.33)	-	-
FFCB Bond	1.02%	07/12/19	20,000,000.00	19,993,875.78	1,190.82	-	20,000,000.00	19,995,066.60
FHLB Bond	2.86%	03/27/20	17,000,000.00	17,001,693.01	-	(17,001,693.01)	-	-
FHLMC Bond	1.05%	03/29/19	16,000,000.00	16,000,000.00	-	-	16,000,000.00	16,000,000.00
FHLMC Bond	1.45%	05/28/19	13,000,000.00	13,000,000.00	-	-	13,000,000.00	13,000,000.00
FHLMC Bond	2.35%	06/28/21	16,000,000.00	16,000,000.00	-	-	16,000,000.00	16,000,000.00
FHLMC Bond	3.00%	03/28/22	-	-	17,000,000.00	-	17,000,000.00	17,000,000.00
FHLMC Bond	3.13%	05/27/22	-	-	19,000,000.00	-	19,000,000.00	19,000,000.00
FHLMC Bond	3.21%	08/31/22	-	-	19,000,000.00	-	19,000,000.00	19,000,000.00
FNMA Bond	1.45%	09/16/19	12,000,000.00	12,000,000.00	-	-	12,000,000.00	12,000,000.00
FNMA Bond	1.58%	06/15/20	10,000,000.00	10,009,990.37	-	(1,126.55)	10,000,000.00	10,008,863.82
FNMA Bond	1.40%	08/28/20	20,000,000.00	19,991,294.22	899.24	-	20,000,000.00	19,992,193.46
TVA Bond	1.75%	10/15/18	2,000,000.00	2,004,530.85	-	(2,082.36)	2,000,000.00	2,002,448.49
TVA Bond	3.88%	02/15/21	10,000,000.00	10,550,468.66	-	(47,616.59)	10,000,000.00	10,502,852.07
Municipal Bond	1.29%	05/01/18	12,000,000.00	12,003,531.52	-	(12,003,531.52)	-	-
Municipal Bond	1.65%	05/01/18	500,000.00	501,141.58	-	(501,141.58)	-	-
Municipal Bond	1.65%	05/01/18	250,000.00	250,570.79	-	(250,570.79)	-	-
Municipal Bond	1.16%	05/01/18	280,000.00	280,167.76	-	(280,167.76)	-	-
Municipal Bond	1.15%	05/01/18	745,000.00	746,780.38	-	(746,780.38)	-	-
Municipal Bond	1.30%	05/01/18	1,075,000.00	1,078,536.45	-	(1,078,536.45)	-	-
Municipal Bond	1.48%	06/01/18	2,720,000.00	2,737,975.81	-	(2,737,975.81)	-	-
Municipal Bond	1.18%	06/01/18	2,000,000.00	2,000,773.84	-	(2,000,773.84)	-	-
Municipal Bond	1.38%	06/01/18	245,000.00	245,934.43	-	(245,934.43)	-	-
Municipal Bond	1.21%	06/15/18	2,000,000.00	2,001,195.39	-	(2,001,195.39)	-	-
Municipal Bond	1.65%	07/01/18	225,000.00	225,249.07	-	(246.36)	225,000.00	225,002.71
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,972,180.77	-	(2,157.07)	1,970,000.00	1,970,023.70
Municipal Bond	1.65%	07/01/18	605,000.00	605,669.66	-	(662.38)	605,000.00	605,007.28
Municipal Bond	1.54%	07/01/18	5,000,000.00	5,006,898.02	-	(6,823.04)	5,000,000.00	5,000,074.98
Municipal Bond	1.36%	07/01/18	875,000.00	875,702.74	-	(695.10)	875,000.00	875,007.64
Municipal Bond	0.85%	07/01/18	890,000.00	891,953.12	-	(1,931.89)	890,000.00	890,021.23
Municipal Bond	1.20%	08/01/18	450,000.00	450,708.57	-	(524.23)	450,000.00	450,184.34
Municipal Bond	1.00%	08/01/18	5,000,000.00	5,024,910.54	-	(18,429.75)	5,000,000.00	5,006,480.79
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,650,196.96	-	(14,942.47)	2,630,000.00	2,635,254.49
Municipal Bond	1.92%	08/15/18	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,215,900.20	-	(7,240.28)	1,205,000.00	1,208,659.92
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,515,115.03	-	(10,039.91)	2,500,000.00	2,505,075.12
Municipal Bond	1.37%	10/01/18	1,925,000.00	1,929,110.14	-	(2,032.73)	1,925,000.00	1,927,077.41
Municipal Bond	0.75%	10/01/18	1,000,000.00	1,010,683.80	-	(5,283.84)	1,000,000.00	1,005,399.96
Municipal Bond	1.15%	02/01/19	450,000.00	453,146.02	-	(932.54)	450,000.00	452,213.48
Municipal Bond	1.40%	02/01/19	1,000,000.00	1,030,588.26	-	(9,066.88)	1,000,000.00	1,021,521.38
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,024,076.43	-	(7,136.66)	10,000,000.00	10,016,939.77
Municipal Bond	1.40%	02/15/19	1,000,000.00	1,009,007.16	-	(2,553.43)	1,000,000.00	1,006,453.73
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,585,100.53	-	(9,950.61)	1,550,000.00	1,575,149.92
Municipal Bond	1.00%	02/15/19	10,000,000.00	10,194,400.00	-	(55,110.28)	10,000,000.00	10,139,289.72
Municipal Bond	1.66%	03/01/19	6,000,000.00	6,032,101.10	-	(8,720.00)	6,000,000.00	6,023,381.10
Municipal Bond	1.80%	03/01/19	500,000.00	512,733.19	-	(3,458.87)	500,000.00	509,274.32
Municipal Bond	1.45%	04/01/19	450,000.00	453,285.08	-	(816.78)	450,000.00	452,468.30
Municipal Bond	1.20%	05/01/19	4,000,000.00	4,025,477.59	-	(5,854.70)	4,000,000.00	4,019,622.89
Municipal Bond	1.42%	05/01/19	2,000,000.00	2,009,812.50	-	(2,254.89)	2,000,000.00	2,007,557.61
Municipal Bond	1.39%	06/15/19	6,000,000.00	6,004,033.54	-	(832.32)	6,000,000.00	6,003,201.22
Municipal Bond	1.32%	06/15/19	955,000.00	996,441.07	-	(8,551.34)	955,000.00	987,889.73
Municipal Bond	1.00%	07/01/19	6,600,000.00	6,661,306.02	-	(12,207.55)	6,600,000.00	6,649,098.47
Municipal Bond	1.73%	07/01/19	3,180,000.00	3,198,227.12	-	(3,629.47)	3,180,000.00	3,194,597.65
Municipal Bond	1.60%	07/01/19	5,000,000.00	5,011,829.79	-	(2,355.60)	5,000,000.00	5,009,474.19
Municipal Bond	1.40%	08/01/19	2,850,000.00	2,943,005.68	-	(17,343.27)	2,850,000.00	2,925,662.41
Municipal Bond	1.53%	08/15/19	625,000.00	649,289.26	-	(4,403.03)	625,000.00	644,886.23
Municipal Bond	1.70%	08/15/19	500,000.00	510,980.37	-	(1,990.46)	500,000.00	508,989.91
Municipal Bond	1.00%	08/15/19	4,020,000.00	4,278,625.88	-	(46,882.38)	4,020,000.00	4,231,743.50

Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2018		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	June 30, 2018	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Municipal Bond	1.62%	10/15/19	505,000.00	505,000.00	-	-	505,000.00	505,000.00
Municipal Bond	1.60%	02/01/20	5,000,000.00	5,300,945.79	-	(40,753.08)	5,000,000.00	5,260,192.71
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,354,173.36	-	(43,665.86)	12,025,000.00	12,310,507.50
Municipal Bond	1.68%	04/01/20	1,930,000.00	1,979,788.27	-	(6,189.53)	1,930,000.00	1,973,598.74
Municipal Bond	1.65%	05/15/20	5,000,000.00	5,026,021.09	-	(3,051.44)	5,000,000.00	5,022,969.65
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,742,747.68	-	(2,036.61)	1,725,000.00	1,740,711.07
Municipal Bond	1.00%	06/01/20	3,215,000.00	3,240,584.72	-	(2,935.95)	3,215,000.00	3,237,648.77
Municipal Bond	1.62%	07/01/20	10,270,000.00	10,500,093.92	-	(25,441.73)	10,270,000.00	10,474,652.19
Municipal Bond	1.25%	07/01/20	3,000,000.00	3,049,295.56	-	(5,450.66)	3,000,000.00	3,043,844.90
Municipal Bond	1.04%	08/01/20	8,120,000.00	8,112,545.08	794.38	-	8,120,000.00	8,113,339.46
Municipal Bond	1.33%	09/01/20	5,000,000.00	5,029,549.00	-	(3,038.37)	5,000,000.00	5,026,510.63
Municipal Bond	1.15%	02/01/21	13,000,000.00	13,215,012.50	-	(18,849.84)	13,000,000.00	13,196,162.66
Municipal Bond	2.48%	03/15/21	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Municipal Bond	1.84%	03/15/21	2,335,000.00	2,405,510.98	-	(5,941.20)	2,335,000.00	2,399,569.78
Municipal Bond	2.62%	05/01/21	3,445,000.00	3,415,087.75	2,415.28	-	3,445,000.00	3,417,503.03
Municipal Bond	2.55%	05/15/21	10,420,000.00	10,320,073.45	7,969.60	-	10,420,000.00	10,328,043.05
Municipal Bond	2.54%	05/15/21	5,000,000.00	4,927,154.56	5,809.76	-	5,000,000.00	4,932,964.32
Municipal Bond	1.80%	06/01/21	535,000.00	547,732.27	-	(1,000.55)	535,000.00	546,731.72
Municipal Bond	1.92%	07/01/21	360,000.00	392,698.81	-	(2,504.71)	360,000.00	390,194.10
Municipal Bond	2.53%	07/01/21	1,550,000.00	1,543,355.15	508.99	-	1,550,000.00	1,543,864.14
Municipal Bond	2.64%	08/01/21	13,360,000.00	13,293,664.68	4,952.02	-	13,360,000.00	13,298,616.70
Municipal Bond	1.90%	08/15/21	6,905,000.00	7,785,042.35	-	(64,950.41)	6,905,000.00	7,720,091.94
Municipal Bond	2.67%	09/01/21	1,000,000.00	971,100.47	2,103.89	-	1,000,000.00	973,204.36
Municipal Bond	2.68%	10/01/21	500,000.00	501,995.32	-	(141.85)	500,000.00	501,853.47
TOTAL			\$ 563,353,843.82	\$ 566,894,361.76	\$ 108,926,107.07	\$ (80,766,375.76)	\$ 592,067,077.98	\$ 595,054,093.07

Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2018		Qtr to Qtr Change (1)	June 30, 2018	
			Par Value	Market Value		Par Value	Market Value
Capital One NOW Account	1.75%	07/01/18	15,600,613.72	15,600,613.72	1,208,861.56	16,809,475.28	16,809,475.28
Legacy NOW Account	1.92%	07/01/18	35,197,383.00	35,197,383.00	(3,023,062.57)	32,174,320.43	32,174,320.43
Texas Daily	1.85%	07/01/18	12,353,210.02	12,353,210.02	3,466,365.34	15,819,575.36	15,819,575.36
Texas Class	2.16%	07/01/18	-	-	19,113,630.65	19,113,630.65	19,113,630.65
TexasTERM	1.67%	04/30/18	25,000,000.00	25,000,000.00	(25,000,000.00)	-	-
TexasTERM	1.75%	08/02/18	25,000,000.00	25,000,000.00	-	25,000,000.00	25,000,000.00
TexasTERM	2.00%	11/02/18	25,000,000.00	25,000,000.00	-	25,000,000.00	25,000,000.00
Certificate of Deposit	0.80%	04/10/18	101,166.36	101,166.36	(101,166.36)	-	-
Certificate of Deposit	0.75%	06/01/18	247,000.00	247,000.00	(247,000.00)	-	-
Certificate of Deposit	1.10%	06/05/18	10,000,000.00	10,000,000.00	(10,000,000.00)	-	-
Certificate of Deposit	1.20%	07/13/18	5,235,150.80	5,235,150.80	-	5,235,150.80	5,235,150.80
Certificate of Deposit	1.79%	07/31/18	5,032,874.10	5,032,874.10	-	5,032,874.10	5,032,874.10
Certificate of Deposit	1.95%	09/10/18	3,144,194.27	3,144,194.27	-	3,144,194.27	3,144,194.27
Certificate of Deposit	1.50%	09/11/18	2,751,586.47	2,751,586.47	-	2,751,586.47	2,751,586.47
Certificate of Deposit	1.80%	01/30/19	10,470,665.08	10,470,665.08	-	10,470,665.08	10,470,665.08
Certificate of Deposit	2.32%	06/05/19	-	-	10,110,605.54	10,110,605.54	10,110,605.54
FAMCA Bond	1.25%	09/10/18	12,000,000.00	11,967,396.00	18,060.00	12,000,000.00	11,985,456.00
FAMCA Bond	3.14%	08/15/22	-	-	20,004,420.00	20,000,000.00	20,004,420.00
FFCB Bond	1.21%	05/22/18	3,000,000.00	2,992,800.00	(2,992,800.00)	-	-
FFCB Bond	1.02%	07/12/19	20,000,000.00	19,693,751.00	10,989.00	20,000,000.00	19,704,740.00
FHLB Bond	2.86%	03/27/20	17,000,000.00	17,000,000.68	(17,000,000.68)	-	-
FHLMC Bond	1.05%	03/29/19	16,000,000.00	15,820,736.00	36,576.00	16,000,000.00	15,857,312.00
FHLMC Bond	1.45%	05/28/19	13,000,000.00	12,852,970.00	11,817.00	13,000,000.00	12,864,787.00
FHLMC Bond	2.96%	06/28/21	16,000,000.00	15,996,544.00	(21,984.00)	16,000,000.00	15,974,560.00
FHLMC Bond	3.00%	03/28/22	-	-	17,007,208.00	17,000,000.00	17,007,208.00
FHLMC Bond	3.13%	05/27/22	-	-	19,003,914.00	19,000,000.00	19,003,914.00
FHLMC Bond	3.21%	08/31/22	-	-	19,005,586.00	19,000,000.00	19,005,586.00
FNMA Bond	1.45%	09/16/19	12,000,000.00	11,861,251.44	(1,219.44)	12,000,000.00	11,860,032.00
FNMA Bond	1.53%	06/15/20	10,000,000.00	9,831,251.30	(16,881.30)	10,000,000.00	9,814,370.00
FNMA Bond	1.42%	08/28/20	20,000,000.00	19,475,000.00	(8,200.00)	20,000,000.00	19,466,800.00
TVA Bond	1.33%	10/15/18	2,000,000.00	1,996,668.00	1,136.00	2,000,000.00	1,997,804.00
TVA Bond	1.88%	02/15/21	10,000,000.00	10,384,640.00	(88,330.00)	10,000,000.00	10,296,310.00
Municipal Bond	1.29%	05/01/18	12,000,000.00	11,997,600.00	(11,997,600.00)	-	-
Municipal Bond	1.65%	05/01/18	500,000.00	500,805.00	(500,805.00)	-	-
Municipal Bond	1.65%	05/01/18	250,000.00	250,402.50	(250,402.50)	-	-
Municipal Bond	1.16%	05/01/18	280,000.00	280,008.40	(280,008.40)	-	-
Municipal Bond	1.15%	05/01/18	745,000.00	746,184.55	(746,184.55)	-	-
Municipal Bond	1.30%	05/01/18	1,075,000.00	1,077,537.00	(1,077,537.00)	-	-
Municipal Bond	1.48%	06/01/18	2,720,000.00	2,735,694.40	(2,735,694.40)	-	-
Municipal Bond	1.18%	06/01/18	2,000,000.00	1,998,400.00	(1,998,400.00)	-	-
Municipal Bond	1.38%	06/01/18	245,000.00	245,661.50	(245,661.50)	-	-
Municipal Bond	1.21%	06/15/18	2,000,000.00	1,998,620.00	(1,998,620.00)	-	-
Municipal Bond	1.65%	07/01/18	225,000.00	225,130.50	(130.50)	225,000.00	225,000.00
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,971,142.60	(1,142.60)	1,970,000.00	1,970,000.00
Municipal Bond	1.65%	07/01/18	605,000.00	605,350.90	(350.90)	605,000.00	605,000.00
Municipal Bond	1.54%	07/01/18	5,000,000.00	5,002,900.00	(2,900.00)	5,000,000.00	5,000,000.00
Municipal Bond	1.36%	07/01/18	875,000.00	874,413.75	586.25	875,000.00	875,000.00
Municipal Bond	0.85%	07/01/18	890,000.00	889,724.10	275.90	890,000.00	890,000.00
Municipal Bond	1.20%	08/01/18	450,000.00	449,613.00	189.00	450,000.00	449,802.00
Municipal Bond	1.00%	08/01/18	5,000,000.00	5,007,900.00	(6,550.00)	5,000,000.00	5,001,350.00
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,646,332.30	(12,729.20)	2,630,000.00	2,633,603.10
Municipal Bond	1.92%	08/15/18	250,000.00	250,012.50	(37.50)	250,000.00	249,975.00
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,214,302.60	(6,796.20)	1,205,000.00	1,207,506.40
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,510,875.00	(7,725.00)	2,500,000.00	2,503,150.00
Municipal Bond	1.37%	10/01/18	1,925,000.00	1,922,555.25	1,232.00	1,925,000.00	1,923,787.25
Municipal Bond	0.75%	10/01/18	1,000,000.00	1,004,630.00	(2,790.00)	1,000,000.00	1,001,840.00
Municipal Bond	1.15%	02/01/19	450,000.00	449,140.50	(22.50)	450,000.00	449,118.00
Municipal Bond	1.40%	02/01/19	1,000,000.00	1,023,440.00	(7,670.00)	1,000,000.00	1,015,770.00
Municipal Bond	1.70%	02/01/19	10,000,000.00	9,986,600.00	(11,900.00)	10,000,000.00	9,974,700.00
Municipal Bond	1.40%	02/15/19	1,000,000.00	1,002,300.00	(1,410.00)	1,000,000.00	1,000,890.00
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,574,490.00	(8,184.00)	1,550,000.00	1,566,306.00
Municipal Bond	1.00%	02/15/19	10,080,800.00	10,080,800.00	(30,700.00)	10,000,000.00	10,050,100.00
Municipal Bond	1.66%	03/01/19	6,000,000.00	5,995,080.00	(10,620.00)	6,000,000.00	5,984,460.00
Municipal Bond	1.80%	03/01/19	500,000.00	511,095.00	(3,200.00)	500,000.00	507,895.00
Municipal Bond	1.45%	04/01/19	450,000.00	450,022.50	(513.00)	450,000.00	449,509.50
Municipal Bond	1.20%	05/01/19	4,000,000.00	3,970,360.00	1,400.00	4,000,000.00	3,971,760.00

Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2018		Qtr to Qtr Change (1)	June 30, 2018	
			Par Value	Market Value		Par Value	Market Value
Municipal Bond	1.42%	05/01/19	2,000,000.00	1,986,660.00	6,200.00	2,000,000.00	1,992,860.00
Municipal Bond	1.39%	06/15/19	6,000,000.00	5,945,100.00	(4,800.00)	6,000,000.00	5,940,300.00
Municipal Bond	1.32%	06/15/19	955,000.00	983,745.50	(7,534.95)	955,000.00	976,210.55
Municipal Bond	1.00%	07/01/19	6,600,000.00	6,551,622.00	(11,682.00)	6,600,000.00	6,539,940.00
Municipal Bond	1.73%	07/01/19	3,180,000.00	3,171,986.40	(3,498.00)	3,180,000.00	3,168,488.40
Municipal Bond	1.60%	07/01/19	5,000,000.00	4,978,050.00	(15,750.00)	5,000,000.00	4,962,300.00
Municipal Bond	1.40%	08/01/19	2,850,000.00	2,896,027.50	(9,433.50)	2,850,000.00	2,886,594.00
Municipal Bond	1.53%	08/15/19	625,000.00	641,575.00	(4,331.25)	625,000.00	637,243.75
Municipal Bond	1.70%	08/15/19	500,000.00	505,310.00	(1,910.00)	500,000.00	503,400.00
Municipal Bond	1.00%	08/15/19	4,020,000.00	4,201,181.40	(33,727.80)	4,020,000.00	4,167,453.60
Municipal Bond	1.62%	10/15/19	505,000.00	498,934.95	(292.90)	505,000.00	498,642.05
Municipal Bond	1.60%	02/01/20	5,000,000.00	5,230,000.00	(62,250.00)	5,000,000.00	5,167,750.00
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,025,000.00	45,334.25	12,025,000.00	12,070,334.25
Municipal Bond	1.68%	04/01/20	1,930,000.00	1,955,109.30	(14,725.90)	1,930,000.00	1,940,383.40
Municipal Bond	1.65%	05/15/20	5,000,000.00	4,942,150.00	(7,250.00)	5,000,000.00	4,934,900.00
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,716,426.75	(4,278.00)	1,725,000.00	1,712,148.75
Municipal Bond	1.00%	06/01/20	3,215,000.00	3,136,586.15	(3,793.70)	3,215,000.00	3,132,792.45
Municipal Bond	1.62%	07/01/20	10,270,000.00	10,261,065.10	(13,967.20)	10,270,000.00	10,247,097.90
Municipal Bond	1.25%	07/01/20	3,000,000.00	2,948,610.00	(6,750.00)	3,000,000.00	2,941,860.00
Municipal Bond	1.04%	08/01/20	8,120,000.00	7,842,296.00	(5,765.20)	8,120,000.00	7,836,530.80
Municipal Bond	1.33%	09/01/20	5,000,000.00	4,886,200.00	(20,200.00)	5,000,000.00	4,866,000.00
Municipal Bond	1.15%	02/01/21	13,000,000.00	12,696,970.00	(52,650.00)	13,000,000.00	12,644,320.00
Municipal Bond	2.48%	03/15/21	10,000,000.00	10,008,400.00	(93,000.00)	10,000,000.00	9,915,400.00
Municipal Bond	1.84%	03/15/21	2,335,000.00	2,350,130.80	(10,180.60)	2,335,000.00	2,339,950.20
Municipal Bond	2.62%	05/01/21	3,445,000.00	3,412,479.20	(17,328.35)	3,445,000.00	3,395,150.85
Municipal Bond	2.55%	05/15/21	10,420,000.00	10,288,082.80	(24,903.80)	10,420,000.00	10,263,179.00
Municipal Bond	2.54%	05/15/21	5,000,000.00	4,910,400.00	(9,850.00)	5,000,000.00	4,900,550.00
Municipal Bond	1.80%	06/01/21	535,000.00	527,986.15	1,968.80	535,000.00	529,954.95
Municipal Bond	1.92%	07/01/21	360,000.00	381,553.20	(3,693.60)	360,000.00	377,859.60
Municipal Bond	2.53%	07/01/21	1,550,000.00	1,543,800.00	(25,435.50)	1,550,000.00	1,518,364.50
Municipal Bond	2.64%	08/01/21	13,360,000.00	13,290,795.20	(99,398.40)	13,360,000.00	13,191,396.80
Municipal Bond	1.90%	08/15/21	6,905,000.00	7,590,666.50	(104,127.40)	6,905,000.00	7,486,539.10
Municipal Bond	2.67%	09/01/21	1,000,000.00	968,340.00	(5,610.00)	1,000,000.00	962,730.00
Municipal Bond	2.68%	10/01/21	500,000.00	500,330.00	(4,785.00)	500,000.00	495,545.00
TOTAL			\$ 563,353,843.82	\$ 562,229,545.99	\$ 27,926,523.14	\$ 592,067,077.98	\$ 590,156,069.13

Book Value Allocation						
	March 31, 2018		June 30, 2018		Previous Quarter Comparison	
	% Equity in Treasury Pool	Book Value Fund Allocation	% Equity in Treasury Pool	Book Value Fund Allocation	Book Value Change (%)	Change (\$)
General Fund	22.08%	125,194,233.19	13.90%	82,721,516.20	-8.18%	(42,472,716.98)
Debt Service Fund	7.49%	42,455,722.90	7.21%	42,875,424.35	-0.28%	419,701.45
Capital Projects Funds	24.12%	136,744,492.83	34.08%	202,809,395.65	9.96%	66,064,902.82
Enterprise Funds	12.94%	73,364,332.99	13.52%	80,469,453.80	0.58%	7,105,120.80
Special Revenue Funds	17.10%	96,928,033.91	15.53%	92,385,179.13	-1.57%	(4,542,854.78)
Internal Service Funds	13.15%	74,548,776.41	12.83%	76,318,007.08	-0.32%	1,769,230.67
Agency Funds	0.53%	3,005,416.36	0.54%	3,200,704.05	0.01%	195,287.69
Component Units	2.66%	15,073,108.69	2.47%	14,671,712.71	-0.19%	(401,395.98)
115 Trust	-0.07%	(419,755.52)	-0.07%	(397,299.90)	0.01%	22,455.62
Totals	100.00%	566,894,361.76	100.00%	595,054,093.07		28,159,731.31

Market Value Allocation						
	March 31, 2018		June 30, 2018		Previous Quarter Comparison	
	% Equity in Treasury Pool	Market Value Fund Allocation	% Equity in Treasury Pool	Market Value Fund Allocation	Market Value Change (%)	Change (\$)
General Fund	22.08%	124,164,044.72	13.90%	82,040,616.82	-8.18%	(42,123,427.90)
Debt Service Fund	7.49%	42,106,366.59	7.21%	42,522,507.10	-0.28%	416,140.52
Capital Projects Funds	24.12%	135,619,260.49	34.08%	201,140,025.95	9.96%	65,520,765.45
Enterprise Funds	12.94%	72,760,638.34	13.52%	79,807,091.64	0.58%	7,046,453.31
Special Revenue Funds	17.10%	96,130,440.13	15.53%	91,624,735.96	-1.57%	(4,505,704.16)
Internal Service Funds	13.15%	73,935,335.30	12.83%	75,689,816.42	-0.32%	1,754,481.12
Agency Funds	0.53%	2,980,685.62	0.54%	3,174,358.33	0.01%	193,672.71
Component Units	2.66%	14,949,076.28	2.47%	14,550,946.55	-0.19%	(398,129.73)
115 Trust	-0.07%	(416,301.47)	-0.07%	(394,029.64)	0.01%	22,271.83
Totals	100.00%	562,229,545.99	100.00%	590,156,069.13		27,926,523.14

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



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Prop Standards

Department Head: Lori Schwarz

Agenda Coordinator: Nichole Adamo x8135

CAPTION

Ordinance No. 2018-8-15: To amend Article I, Chapter 14, Sec. 14-3 Weeds, Rubbish or Unsanitary Matter; providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date. **Adopted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2017-18	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): N/A

COMMENTS: This item has no financial impact.

SUMMARY OF ITEM

The City of Plano Code of Ordinance, Chapter 14, Offenses – Miscellaneous, Article I, In General, Section 14-3 – Weeds, rubbish or unsanitary matter, regulates the maintenance of property to prevent

public nuisance and unsanitary conditions related to weeds, refuse and stagnant water.

The proposed ordinance amendment clarifies and consolidates definitions; adds new definitions and exemptions related to nature preserves and other park habitats; and, reorganizes the ordinance for better clarity. It also sets minimum fines for repeat and habitual offenders to create increased deterrents.

Strategic Plan Goal:

Great Neighborhoods - 1st Choice to Live, Exciting Urban Centers - Destination for Residents and Guests

Plano Tomorrow Plan Pillar:

Built Environment

ATTACHMENTS:

Description	Upload Date	Type
Memo	8/21/2018	Memo
Section 14-3 Redline	8/21/2018	Other
Ordinance 14-3	8/21/2018	Ordinance

Date: August 16, 2018

To: Bruce D. Glasscock, City Manager

From: Lori F. Schwarz, AICP, Director of Neighborhood Services

Subject: Amendments to Code of Ordinance Chapter 14, Offenses - Miscellaneous

Item Summary

The City of Plano Code of Ordinance, Chapter 14, Offenses – Miscellaneous, Article I, In General, Section 14-3 – Weeds, rubbish or unsanitary matter, regulates the maintenance of property to prevent public nuisance and unsanitary conditions related to weeds, refuse and stagnant water.

The proposed ordinance amendment clarifies and consolidates definitions; adds new definitions and exemptions related to nature preserves and other park habitats; and, reorganizes the ordinance for better clarity. It also sets minimum fines for repeat and habitual offenders to create increased deterrents.

Background

A municipality's authority to regulate public nuisances related to weeds, rubbish, unsanitary matter and stagnant water comes from the Texas Health and Safety Code. This code enables municipalities to address these types of public nuisance in two ways: administratively or criminally. These two procedures can either occur independently or simultaneously. The current code is written with the criminal and administrative requirements and procedures combined. This creates an ordinance that is vague, complicated and very difficult to understand.

Over the past several years, the City of Plano has designated a number of areas as nature preserves and natural habitats for wildlife and environmental preservation. The current ordinance does not define these or allow these areas and habitats to be exempted from the categorization of weeds or a public nuisance. Therefore, these areas currently are required to be maintained below twelve inches in height, which does not meet the intent of habitat conservation within City parks.

Additionally, some property owners have made the financial decision to have the city maintain their properties through administrative abatement. At the time of these abatements, criminal prosecution is also pursued. However, minimum fines are consistently paid as they are more affordable than the overall cost to the property owner to maintain the property on a regular basis. The proposed ordinance changes will provide for increasing minimum fines for subsequent and habitual offenders. All departments affected by the proposed amendment (Environmental Health and Sustainability, Public Works and Parks and Recreation) have reviewed and concurred with the requested changes.

Outcome

This amendment will: update, consolidate and add needed definitions; better organize and simplify the ordinance requirements and processes; and, discourage intentional neglect or abandonment of property.

xc: Jack Carr, Deputy City Manager

Sec. 14-3. - Weeds, rubbish, ~~or~~ unsanitary ~~matter~~ conditions and stagnant water.

(a) Definitions: For purposes of this section, the terms used herein shall have the following meanings:

Brush shall mean scrub vegetation or dense undergrowth.

Carion shall mean the dead and putrefying flesh of any animal, fowl or fish.

Code official shall mean the official ~~who is charged with the administration and enforcement of this code, their designee or any city employee or employees~~ designated by the city manager to perform activities related this section or his or her designee.

~~*Filth* shall mean any matter in a putrescent state.~~

~~*Garbage* shall mean all decayable wastes.~~

~~*Junk* shall mean all worn out, worthless, or discarded material, including, but not limited to, odds and ends, old iron or other metal, glass, and cordage.~~

~~*Impure or unwholesome matter* shall mean an putrescible or nonputrescible condition, object or matter which tends, may, or could produce injury, death, or disease to human beings.~~

~~*Objectionable, unsightly or unsanitary matter* shall mean any matter, condition, or object which is or should be objectionable, unsightly, or unsanitary to a person of ordinary sensitivities.~~

Owner shall mean a person having ownership in or care, custody or control over real property ~~title to real property~~.

Person shall mean any individual, firm, partnership, association, business, corporation, or other entity.

Premises shall mean real property, easement areas on real property, areas between the property line of real property and the beginning of the paved surface of a street or highway, and areas between the property line of real property and a stream, creek, river, open channel, drainage course, or drainage of a floodway easement protecting a drainage course. The terms includes, but is not limited to: the area between a sidewalk adjacent to real property and a curb adjacent to a street or highway; the area between a fence, wall or barrier on real property and a curb, street or highway; and the area between a fence, wall or barrier on real property and a stream, creek, river, open channel, drainage course or drainage of a floodway easement.

Refuse shall mean an object, matter or material that is worn out, used up, broken, discarded, decaying, rotting or of little value or use, including, but not limited to, clothing, plastic, rubber, paper, wood, cardboard, iron, metal, glass, stone, cord, rope, fragments of building materials, furniture, food, vegetation and other waste ~~a heterogeneous accumulation of worn out, used up, broken, rejected or worthless materials and includes garbage, rubbish, paper or litter and other decayable or nondecayable waste.~~

~~*Rubbish* shall mean trash, debris, rubble, stone, useless fragments of building materials, or other miscellaneous useless waste or rejected matter.~~

Stagnant water shall mean water that is not moving or flowing, contains mosquito larva or is reasonably likely to become a breeding place for mosquitoes.

Unsanitary condition shall mean a condition that results in or is reasonably likely to result in injury, death, illness or disease to human beings.

Water buffer shall mean a vegetated area next to a water resource that protects the water resource from nonpoint source pollution or provides bank stabilization or wildlife habitat.

Weeds shall mean vegetation, including grass, that because of its height is objectionable, unsightly or unsanitary, but excluding:

- (1) Shrubs, bushes, and trees;
- (2) Cultivated flowers; ~~and~~

(3) Cultivated crops-;

(4) Linear parks, as defined in Chapter 16 of the City of Plano Code of Ordinances;

(5) Unimproved land owned by the City of Plano for future use as a park;

(6) Water buffers;

(7) Pollinator areas designated by City of Plano signage;

(8) Wildflower areas designated by City of Plano signage;

(9) Oak Point Park and Nature Preserve;

(10) Arbor Hills Nature Preserve; and

(11) Pecan Hollow Golf Course.

~~Any word not defined herein shall be construed in the context used and by ordinary interpretation; not as a word of art.~~

(b) Offenses. It shall be an offense for an owner of premises to do any of the following:

(1) Cause or allow carrion, refuse or an unsanitary condition to accumulate or remain on premises;

(2) Allow weeds to grow to a height greater than twelve (12) inches

(i) On premises; or

(ii) On premises used by an agricultural operation as defined by V.T.C.A. Agriculture Code § 251.002, as amended

a. Within one hundred fifty (150) feet from adjacent property under different ownership or a public street, highway or right-of-way; or

b. On cultivated premises where there is less than 150 feet between cultivated crop and adjacent property under different ownership or a public street, highway or right-of-way, between such cultivated crop and adjacent property under different ownership or public street, highway or right-of-way; or

~~(3) Allow stagnant water that has not been effectively treated to prevent the breeding of mosquitoes to accumulate or remain on premises. A person owning, claiming, occupying, or having supervision or control of any real property, occupied or unoccupied, within the city limits, and outside the city limits for a distance of five thousand (5,000) feet, commits an offense if said person permits or allows any stagnant or unwholesome water, sinks, filth, carrion, weeds, rubbish, brush, refuse, junk or garbage, or impure or unwholesome matter of any kind, or objectionable, unsightly matter of whatever nature to accumulate or remain on such real property or within any easement area on such real property or upon any adjacent right-of-way for streets and alleys between the property line of such real property and where the paved surface of the street or alley begins. Such condition or conditions are hereby defined as public nuisances.~~

(c) Criminal Penalty.

(1) Any person intentionally or knowingly violating a provision of Section 14-3 of this chapter shall be punished as provided in section 1-4(a) of the City of Plano Code of Ordinances. Each day a violation occurs shall constitute a separate offense.

(2) Repeat and Habitual Offenders.

(i) If it is shown on the trial of an offense under Section 14-3 that the defendant has previously been finally convicted of an offense under Section 14-3, on conviction the person shall be punished by a fine of not less than \$500.00 and not to exceed \$2,000.00.

(ii) If it is shown on the trial of an offense under Section 14-3 that the defendant has previously been finally convicted of two or more offenses under Section 14-3, on

conviction the person shall be punished by a fine of not less than \$1,000.00 and not to exceed \$2,000.00.

- (iii) This subsection for Repeat and Habitual Offenders applies only to a person finally convicted of a second or subsequent offense within three years of the date on which the most recent preceding offense was committed. A person, owner, tenant, agent or person responsible for any premises within the city, occupied or unoccupied, commits an offense if said person permits or allows weeds to grow on the premises to a greater height than twelve (12) inches. Said premises shall include, but not be limited to, the parkway between sidewalk and the curb; the right-of-way between any fence, wall or barrier and the curb or pavement if such exists or the center line of said right-of-way; or the area between a fence, wall or barrier and within any abutting drainage channel easement to the top of such channel closest to the property.

(d) Public Nuisance.

(1) Conditions and places described in Section 14-3(b) of this Code of Ordinances constitute public health nuisances.

(2) Conditions and places described in Section 341.011, Texas Health and Safety Code, as amended, constitute public health nuisances.

(3) Abatement of Public Nuisance with Notice.

(i) The city may abate a public nuisance under Section 14-3 of this Code of Ordinances or the Texas Health and Safety Code, as amended, with notice to the owner of the property, in accordance with Section 342.006, Texas Health and Safety Code, as amended.

(ii) The city may assess fees incurred in abatement under Section 342.006, Texas Health and Safety Code, as amended, and obtain a lien against the real estate on which the work is done or improvement is made, in accordance with Section 342.007, Texas Health and Safety Code, as amended.

(iii) The fees to be collected by the city under this section shall include, in addition to the costs and expenses of mowing or correcting a condition upon a tract of land, the sum of two hundred dollars (\$200.00) per lot or tract of land, which sum is hereby found to be the cost to the city of administering the terms of this section.

(4) Abatement of Public Nuisance without Notice.

(i) Abatement of Dangerous Weeds. Notwithstanding Section 14-3(d)(3), the city may abate without notice, weeds, in accordance with Section 342.008, Texas Health and Safety Code, as amended.

(ii) Mosquito Control on Uninhabited Residential Property. Notwithstanding Section 14-3(d)(3) and any other law, the city may abate, without notice, a public health nuisance under Section 341.011(7) of the Texas Health and Safety Code, as amended, in accordance with Section 341.019 of the Texas Health and Safety Code, as amended.

(5) All fees assessed under Section 14-3(d)(3) or 14-3(d)(4) shall bear interest at the rate of ten (10) percent per annum from the date the city incurs the expense. The city may bring suit to collect the charges, institute foreclosure proceedings, or both. The statement, as provided herein, or certified copy thereof, shall be prima facie evidence of the city's claim for charges or right to foreclose the lien. The owner or any other person responsible as provided herein, shall be jointly and severally liable for the charges.

With respect to uncultivated agricultural properties, a person, owner, tenant, agent or person responsible for such property commits an offense if said person permits or allows weeds to grow to a greater height than twelve (12) inches within one hundred fifty (150) feet from any adjacent property under different ownership or any street right-of-way. However, on cultivated agricultural properties where the distance between the growing crop and abutting property under different ownership or street

~~right-of-way is less than one hundred fifty (150) feet, the person, owner, tenant, agent or person responsible for such property commits an offense if said person permits or allows weeds to grow to a greater height than twelve (12) inches between such growing crop and such property or street right-of-way, so long as no traffic visibility obstruction will exist.~~

- ~~(e) In addition to the criminal offenses and penalties prescribed in 14-3(b) and (c), the City may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits. In the event that any person violates the provisions of this section, the code official, shall give notice to such person setting forth the noncompliance with this section. Such notice shall be given in any one (1) of the following ways:~~

~~(1) Personally to the owner in writing;~~

~~(2) By letter addressed to the owner at the owner's address as recorded in the appraisal district records of the appraisal district in which the property is located; or~~

~~(3) If personal service cannot be obtained:~~

~~a. By publication at least once;~~

~~b. By posting the notice on or near the front door of each building on the property to which the violation relates; or~~

~~c. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.~~

~~If the notice to a property owner is returned by the United States Postal Service as "refused" or "unclaimed", the validity of the notice is not affected, and the notice is considered delivered.~~

~~If such person fails or refuses to comply with the demand for compliance in the notice within seven (7) days of such notice or publication, the city may do such work or cause such work to be done to bring the real property into compliance with this section. The costs, charges, and expenses incurred in doing or having such work done or improvements made to the real property shall be a charge to and personally liability of such person (called "charges").~~

~~The charges to be collected by the city under this section shall include, in addition to the costs and expenses of mowing or correcting a condition upon a tract of land, the sum of two hundred dollars (\$200.00) per lot or tract of land, which sum is hereby found to be the cost to the city of administering the terms of this section.~~

~~If a notice as provided herein is delivered to the owner of such real property, and he fails or refuses to comply with the demand for compliance within the applicable time period as herein provided, the aforementioned costs, charges, and expenses shall be, in addition to a charge to and personal liability of the owner, a privileged lien upon and against such real property, including all fixtures and improvements thereon. In order to perfect such lien, the code official shall first give such owner written notice of demand for payment of such charges. Such written notice may be given by any one (1) of the methods provided for the initial notice requiring compliance. If the owner fails or refuses to make complete payment of the charges within twenty (20) days of such notice, the code official shall file a written statement of such charges with the county clerk of the county in which the real property is located, for filing in the county land records. The statement shall be sufficient if it contains the following:~~

~~(1) The name of the owner;~~

~~(2) A description of the real property;~~

~~(3) The amount of the charges, including interest thereon;~~

~~(4) A statement that all prerequisites required by this section for the imposition of the charges and the affixing of the lien have been met;~~

~~(5) A statement signed by the code official under oath, that the statements made therein are true and correct.~~

~~The statement may also contain such other information deemed appropriate by the code official.~~

~~All charges shall bear interest at the rate of ten (10) percent per annum from the date the city incurs the expense. The city may bring suit to collect the charges, institute foreclosure proceedings, or both. The statement, as provided herein, or certified copy thereof, shall be prima facie evidence of the city's claim for charges or right to foreclose the lien. The owner or any other person responsible as provided herein, shall be jointly and severally liable for the charges.~~

- (f) ~~Authority for criminal enforcement and abatement. The city manager or his designee shall have authority for enforcement of criminal offenses and for abatement, assessment of expenses, and obtaining liens pursuant to Section 14-3. In the event that a property owner permits or allows weeds to grow on the premises to a height greater than forty-eight (48) inches and such weeds are deemed by the code official to be an immediate danger to the health, life, or safety of any person, the code official, or their designee, without notice to the property owner, may do such work or cause such work to be done to bring the real property into compliance with this section. The costs, charges, and expenses incurred in doing or having such work done or improvements made to the real property shall be assessed to the property owner. Not later than the tenth day after the date upon which the weeds were abated under this section, notice shall be given to the property owner of the abatement. Such notice shall be sufficient if it contains the following:~~
- ~~(1)—An identification of the property, which is not required to be a legal description;~~
 - ~~(2)—A description of the violations that occurred on the property;~~
 - ~~(3)—A statement that the city abated the weeds;~~
 - ~~(4)—The amount of the charges, including interest thereon; and~~
 - ~~(5)—An explanation of the property owner's right to request an administrative hearing about the city's abatement of the weeds.~~
- (g) ~~If, not later than the thirtieth day after the date of the abatement of the weeds, the property owner files a written request for a hearing with the code official, the official shall conduct an administrative hearing on the abatement of weeds under this section. The administrative hearing shall be conducted not later than the twentieth day after the date the request for a hearing is filed. The property owner may testify or present any witnesses or written information relating to the city's abatement of the weeds.~~
- (h) ~~The city may inform the property owner by regular mail and a posting on the property that if the owner commits another violation of the same kind or nature that poses a danger to the public health and safety on or before the first anniversary of the date of the notice, the city, without further notice, may correct the violation at the owner's expense and assess the expense against the property. If a violation covered by a notice under this subsection occurs within the one-year period, and the city has not been informed in writing by the owner of an ownership change, then the city, without notice, may take any action permitted to bring the real property into compliance with this section and assess the costs, charges, and expenses incurred in such action to the owner.~~
- (i) ~~The provisions of this section shall be enforced by representatives of the city's neighborhood services department. Notwithstanding any provisions of this section to the contrary, the code official has authority to issue immediate citations to persons violating any provision of this section in the presence of said official. It shall be unlawful for any person to interfere with the official in the exercise of their duties under this section.~~

An Ordinance of the City of Plano, Texas, amending Article I, Chapter 14, Sec. 14-3 Weeds, Rubbish or Unsanitary Matter; providing a repealer clause, a severability clause, a savings clause, a penalty clause, a publication clause and an effective date.

WHEREAS, the City Council of the City of Plano has previously enacted regulations regarding weeds, rubbish and unsanitary matter, which regulations are now codified in Article I, Chapter 14, Section 14-3 of the Code of Ordinances of the City of Plano; and

WHEREAS, staff recommend changes to various sections of Article 1, Chapter 14, Sec. 14-3 Weeds, Rubbish or Unsanitary Matter, of the Code of Ordinances of the City of Plano; and

WHEREAS, after consideration of the recommendations of staff and all matters attendant and related thereto, the City Council is of the opinion that it is in the best interest of the City and its citizens and to promote health, safety and welfare of the citizens of Plano and the general public to amend various sections of Article 1, Chapter 14, Sec. 14-3 Weeds, Rubbish or Unsanitary Matter, as set forth herein.

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

Section I. Section 14-3 Weeds, Rubbish or Unsanitary Matter, of Article I, Chapter 14 of the City of Plano Code of Ordinances is hereby amended in its entirety to read as follows:

“ARTICLE I. - IN GENERAL

Sec. 14-3. – Weeds, Refuse, Unsanitary Conditions and Stagnant Water

- (a) Definitions. For purposes of Section 14-3, any word not defined herein shall be construed in the context used, by ordinary interpretation and not as a term of art. The terms used in Section 14-3 shall have the following meanings:

Brush shall mean scrub vegetation or dense undergrowth.

Carrion shall mean the dead flesh of an animal, fowl or fish.

Code official shall mean the official designated by the city manager to perform activities related to this section or his or her designee.

Owner shall mean a person having ownership in or care, custody or control over real property.

Person shall mean an individual, firm, partnership, association, business, corporation or other entity.

Premises shall mean real property, easement areas on real property, areas between the property line of real property and the beginning of the paved surface of a street or highway, and areas between the property line of real property and a stream, creek, river, open channel, drainage course, or drainage of a floodway easement protecting a drainage course. The terms includes, but is not limited to: the area between a sidewalk adjacent to real property and a curb adjacent to a street or highway; the area between a fence, wall or barrier on real property and a curb,

street or highway; and the area between a fence, wall or barrier on real property and a stream, creek, river, open channel, drainage course or drainage of a floodway easement.

Refuse shall mean an object, matter or material that is worn out, used up, broken, discarded, decaying, rotting or of little value or use, including, but not limited to, clothing, plastic, rubber, paper, wood, cardboard, iron, metal, glass, stone, cord, rope, fragments of building materials, furniture, food, vegetation and other waste.

Stagnant water shall mean water that is not moving or flowing, contains mosquito larva or is reasonably likely to become a breeding place for mosquitoes.

Unsanitary condition shall mean a condition that results in or is reasonably likely to result in injury, death, illness or disease to human beings.

Water buffer shall mean a vegetated area next to a water resource that protects the water resource from nonpoint source pollution or provides bank stabilization or wildlife habitat.

Weeds shall mean vegetation, including but not limited to grass, but excluding:

- (1) Shrubs, bushes and trees;
- (2) Cultivated flowers;
- (3) Cultivated crops;
- (4) Linear parks, as defined in Chapter 16 of the City of Plano Code of Ordinances;
- (5) Unimproved land owned by the City of Plano for future use as a park;
- (6) Water buffers;
- (7) Pollinator areas designated by City of Plano signage;
- (8) Wildflower areas designated by City of Plano signage;
- (9) Oak Point Park and Nature Preserve;
- (10) Arbor Hills Nature Preserve; and
- (11) Pecan Hollow Golf Course.

(b) Offenses. It shall be an offense for an owner of premises to do any of the following:

- (1) Cause or allow carrion, refuse or an unsanitary condition to accumulate or remain on premises;
- (2) Allow weeds to grow to a height greater than twelve (12) inches
 - (i) On premises; or
 - (ii) On premises used by an agricultural operation as defined by V.T.C.A. Agriculture Code § 251.002, as amended
 - a. Within one hundred fifty (150) feet from adjacent property under different ownership or a public street, highway or right-of-way; or
 - b. On cultivated premises where there is less than 150 feet between cultivated crop and adjacent property under different ownership or a public street, highway or

right-of-way, between such cultivated crop and adjacent property under different ownership or public street, highway or right-of-way; or

(3) Allow stagnant water that has not been effectively treated to prevent the breeding of mosquitoes to accumulate or remain on premises.

(c) Criminal Penalty.

(1) It shall be an offense to intentionally or knowingly fail to comply with any provision of this section. Any person intentionally or knowingly violating a provision of Section 14-3 of this chapter shall be punished by a fine not to exceed \$2,000.00. Each day a violation occurs shall constitute a separate offense.

(2) Repeat and Habitual Offenders.

- (i) If it is shown on the trial of an offense under Section 14-3 that the defendant has previously been finally convicted of an offense under Section 14-3, on conviction the person shall be punished by a fine of not less than \$500.00 and not to exceed \$2,000.00.
- (ii) If it is shown on the trial of an offense under Section 14-3 that the defendant has previously been finally convicted of two or more offenses under Section 14-3, on conviction the person shall be punished by a fine of not less than \$1,000.00 and not to exceed \$2,000.00.
- (iii) This subsection for Repeat and Habitual Offenders applies only to a person finally convicted of a second or subsequent offense within three years of the date on which the most recent preceding offense was committed.

(d) Public Nuisance.

(1) Conditions and places described in Section 14-3(b) of this Code of Ordinances constitute public health nuisances.

(2) Conditions and places described in Section 341.011, Texas Health and Safety Code, as amended, constitute public health nuisances.

(3) Abatement of Public Nuisance with Notice.

- (i) The city may abate a public nuisance under Section 14-3 of this Code of Ordinances or the Texas Health and Safety Code, as amended, with notice to the owner of the property, in accordance with Section 342.006, Texas Health and Safety Code, as amended.
- (ii) The city may assess expenses incurred in abatement under Section 342.006, Texas Health and Safety Code, as amended, and obtain a lien against the real estate on which the work is done or improvement is made, in accordance with Section 342.007, Texas Health and Safety Code, as amended.
- (iii) The expenses to be collected by the city under this section shall include, in addition to the costs and expenses of mowing or correcting a condition upon a tract of land, the sum of two hundred dollars (\$200.00) per lot or tract of land, which sum is hereby found to be the cost to the city of administering the terms of this section.

(4) Abatement of Public Nuisance without Notice.

- (i) Abatement of Dangerous Weeds. Notwithstanding Section 14-3(d)(3), the city may abate without notice, weeds, in accordance with Section 342.008, Texas Health and Safety Code, as amended.
 - (ii) Mosquito Control on Uninhabited Residential Property. Notwithstanding Section 14-3(d)(3) and any other law, the city may abate, without notice, a public health nuisance under Section 341.011(7) of the Texas Health and Safety Code, as amended, in accordance with Section 341.019 of the Texas Health and Safety Code, as amended.
- (5) All expenses assessed under Section 14-3(d)(3) or 14-3(d)(4) shall bear interest at the rate of ten (10) percent per annum from the date the city incurs the expense. The city may bring suit to collect the charges, institute foreclosure proceedings, or both. The statement, as provided herein, or certified copy thereof, shall be prima facie evidence of the city's claim for charges or right to foreclose the lien. The owner or any other person responsible as provided herein, shall be jointly and severally liable for the charges.
- (e) In addition to the criminal offenses and penalties prescribed in 14-3(b) and (c), the City may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication and revocation of licenses or permits.
- (f) Authority for Criminal Enforcement and Abatement. The city manager or his designee shall have authority for enforcement of criminal offenses and for abatement, assessment of expenses, and obtaining liens pursuant to Section 14-3.”

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

Section III. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence or section of this Ordinance shall be declared unconstitutional or invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any other remaining phrase, clause, sentence, paragraph or section of this Ordinance.

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

Section V. Any violation of the provisions or terms of this ordinance by any person, firm or corporation shall be a misdemeanor offense and shall be subject to a fine in accordance with Section 1-4(a) and 14-3(c) of the City of Plano Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

Section VI. This ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED this the 27th day of August, 2018.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY OF PLANO COUNCIL AGENDA ITEM

Council Meeting Date: 8/27/2018

Department: Budget

Department Head: Karen Rhodes-Whitley

Agenda Coordinator: Jennifer Morvant

CAPTION

Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 4.49 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax rate calculated under Chapter 26, Tax Code). **Conducted**

FINANCIAL SUMMARY

Not Applicable

FISCAL YEAR: 2018-19	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): N/A

COMMENTS:

This is the first of two required public hearings on the proposed tax revenue increase. The second public hearing will be held on September 5, 2018 at 6:30 p.m.

The City of Plano's proposed notice and hearing tax rate is \$0.4603 cents which is a decrease of \$0.0083 cents per \$100 of taxable value from the current tax rate of \$0.4686 cents. The City Council is scheduled to adopt the tax rate on Monday, September 10, 2018 at 7:00 p.m.

SUMMARY OF ITEM

First public hearing on the proposed tax revenue increase.

Strategic Plan Goal:

Financially Strong City with Service Excellence

Plano Tomorrow Plan Pillar:
