

City of Plano – September 2019 – Ordinances and Resolutions

Resolution No. 2019-9-1(R): To approve the continued receipt of bingo prize funds collected after January 1, 2020; and providing an effective date.

Resolution No. 2019-9-2(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.

Resolution No. 2019-9-3(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.

Resolution No. 2019-9-4(R): To approve the Investment Portfolio Summary for the quarter ended June 30, 2019 and providing an effective date.

Ordinance No. 2019-9-5: To approve a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”) regarding the Company’s 2019 Rate Review Mechanism (“RRM”) filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC’s reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and agreeing that City will deliver this Ordinance to the Company and the ACSC’s legal counsel.

Ordinance No. 2019-9-6 (Zoning Case 2019-004): To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-32-Regional Commercial on 46.1 acres of land located at the southwest corner of State Highway 121 and Razor Boulevard, in the City of Plano, Collin County, Texas, in order to modify development standards; 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.

Ordinance No. 2019-9-7: To approve and adopt the Operating Budget and set the appropriations for the fiscal year beginning October 1, 2019, and terminating September 30, 2020; and providing an effective date. (Public Hearings held on August 12, 2019 and August 17, 2019.)

Ordinance No. 2019-9-8: To approve and adopt the Community Investment Program and set the appropriations for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and providing an effective date. (Public Hearings held on August 12, 2019 and August 17, 2019.)

Ordinance No. 2019-9-9: To approve and adopt the Tax Rate for the fiscal year beginning October 1, 2019 and terminating September 30, 2020, and providing an effective date. (Public Hearing held on August 26, 2019.)

Ordinance No. 2019-9-10: To ratify the property tax revenue in the 2019-20 Budget as a result of the City receiving more revenues from property taxes in the 2019-20 Budget than in the previous fiscal year; and providing an effective date. (Public Hearing held on August 26, 2019.)

Resolution No. 2019-9-11(R): To approve a revised Fee Schedule for the Environmental Health & Sustainability Department to reflect certain legislative changes; and providing an effective date.

Resolution No. 2019-9-12(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.

Ordinance No. 2019-9-13: To repeal Ordinance No. 2018-9-3; establishing the number of certain classifications within the Fire Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date.

Ordinance No. 2019-9-14: To repeal Ordinance No. 2019-5-3; establishing the number of certain classifications within the Police Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date.

Ordinance No. 2019-9-15: To adopt and enact Supplement Number 129 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

Ordinance No. 2019-9-16: To amend certain sections of Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano to be consistent with current State law; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date.

Ordinance No. 2019-9-17: To amend Article III, Property Maintenance Code, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano by adding Division 4, Registration and Inspection of Hotel / Motel Properties, to provide for procedures allowing registration and inspection of hotel / motel properties; providing a penalty clause, a severability clause, a repealing clause, a savings clause, a publication clause, and an effective date.

Ordinance No. 2019-9-18: To amend Section 12-74(b) of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to establish subsection "Chapel Hill Boulevard" to set a maximum speed limit for vehicles operating on Chapel Hill Boulevard; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

Ordinance No. 2019-9-19 (Zoning Case 2019-015): To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 35 for Arcade on 0.1 acre of land located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; 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.

Resolution No. 2019-9-20(R): To nominate an individual for election to the Collin Central Appraisal District Board of Directors; and providing an effective date.

RESOLUTION NO. 2019-9-1(R)

A Resolution of the City of Plano, Texas approving the continued receipt of bingo prize funds collected after January 1, 2020; and providing an effective date.

WHEREAS, on January 15, 1983, a majority of voters voting on the question of legalized bingo in the City of Plano, voted in favor of legalizing bingo throughout the City; and

WHEREAS, on February 7, 1983, the Plano City Council passed Ordinance No. 83-2-7, authorizing a two percent (2%) gross receipts tax on all bingo games within the City; and

WHEREAS, pursuant to House Bill 914 (HB 914), enacted by the 86th Texas Legislature, in order for the City of Plano to continue to receive a share of bingo prize fees after January 1, 2020, the City Council must affirmatively vote to do so and submit proof of that vote to the Texas Lottery Commission before November 1, 2019; and

WHEREAS, at least one licensed authorized bingo organization operates within the City of Plano; and

WHEREAS, the City Council finds it is the best interest of the City to continue receiving bingo prize fees as authorized by law.

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

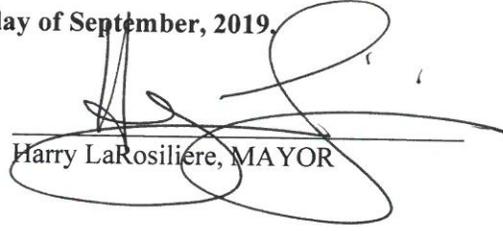
Section I. The City Council hereby approves the resolution to continue receiving bingo fees, and to authorize the Finance Director to:

- (1) Notify the Texas Lottery Commission of this action before November 1, 2019; and
- (2) Notify each licensed bingo organization within the City of the continued imposition of the fee.

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

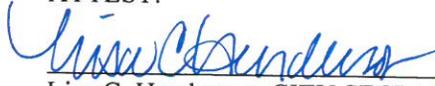
RESOLUTION NO. 2019-9-1(R)

DULY PASSED AND APPROVED the 9th day of September, 2019.



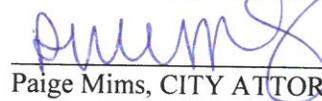
Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

RESOLUTION NO. 2019-9-2(R)

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:

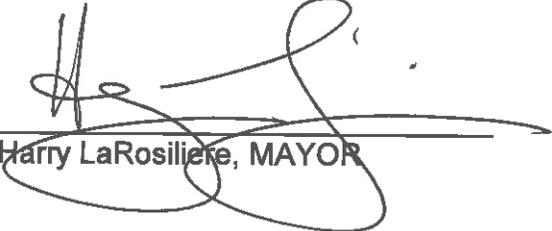
Section I. Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been found to be acceptable and in the best interest of the City of Plano by the City Council, is hereby in all things approved.

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.

RESOLUTION NO. 2019-9-2(R)

DULY PASSED AND APPROVED this the 9th day of September, 2019.



Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2020

Organization Name: City of Plano Police Department

Legal Name: City of Plano

Payee Identification Number: 17560006409000

Project Title: STEP Comprehensive

ID: 2020-PlanoPD-S-1YG-00021

Period: 10/01/2019 to 09/30/2020

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, 2020. However, subgrantee must document performing some enforcement activities during each of the following six holiday mobilization periods

1. Christmas/New Year's (December 13, 2019 to January 01,2020)
3. Spring Break (March 06 - 22, 2020)
4. Memorial Day (May 18 - 31, 2020)
5. Independence Day (June 25 - July 12, 2020)
6. Labor Day (August 14 - September 01, 2020)

XAgency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

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. 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.

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department STEP Comprehensive 2020

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

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.

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department STEP Comprehensive 2020

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.

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:

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department STEP Comprehensive 2020

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 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.

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department STEP Comprehensive 2020

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 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.

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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 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

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(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 will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100)).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance.

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- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

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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 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 Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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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 primary tier 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 tier 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 tier 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 or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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 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 entering into this transaction.

7. The prospective primary 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," 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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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

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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.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions 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 records, 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 Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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 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, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. 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

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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 "Instructions for Lower Tier Participant Certification" including the "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 and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

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 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

The undersigned 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,

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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>;

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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 each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items 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. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval 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 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.)

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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 subrecipient 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.

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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 2020

Begin Date : 10/1/2019 End Date : 9/30/2020

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/848101-STEPPolicyandProcedurePerformance.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.

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
STEP Comprehensive 2020

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	:972-941-7749
Fax Number	:
E-mail address	:bruceg@plano.gov

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
STEP Comprehensive 2020

COUNTY SERVED

Collin County - Dallas District
Denton County - Dallas District

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
STEP Comprehensive 2020

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 33
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

GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

Goal: To reduce the number of speed-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
STEP Comprehensive 2020

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 2017.

Baseline Year (12 months) **From 1/1/2017 To 12/31/2017**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	49	0	19
Speed	23117	7452	11
Safety Belt	136	54	13
Child Safety Seat	91	4	
Intersection Traffic Control (ITC)	4268	1131	57
Distracted Driving Citations	65	10	0
Other Elements	28860	24656	0

If you have additional attachments, provide them on the "Attachments" page.

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
STEP Comprehensive 2020

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	18	
Reduce the number of Speed-related crashes to	9	
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	55	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	2154	

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	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

OPERATIONAL PLAN

Zone Name : Deleted Zone 5

Zone Location : Zone 5 is deleted. A global error is received unless this is completed. I have been unable to locate a method for deleting this.

Zone Hours :

Zone Heat

Map : (attach)

https://www.dot.state.tx.us/apps/egrants/_Upload/861419_1-Zone5Defined.pdf

OPERATIONAL PLAN

Zone Name : Zone 1

Zone Location : SH 190 as the south boundary. Alma Road as the west boundary. West Parker Road as the north boundary. Ave K as the east boundary

Zone Hours :

Zone Heat

Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/848109-Zone1Combined.pdf

OPERATIONAL PLAN

Zone Name : Zone 2

Zone Location : South boundary is West Parker Road. West boundary is Alma Road. North boundary is the north city limits. East boundary is Jupiter Road.

Zone Hours :

Zone Heat

Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/861414-Zone2Combined.pdf

OPERATIONAL PLAN

Zone Name : Zone 3

Zone Location : South boundary is Razor Blvd. West boundary is Ohio Drive. North boundary is Sam Rayburn Tollway. East boundary is Custer Road.

Zone Hours :

Zone Heat

Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/861417-Zone3Combined.pdf

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
STEP Comprehensive 2020

OPERATIONAL PLAN

Zone Name : Zone 4

Zone Location : South boundary is Tennyson Parkway. West boundary is Corporate Drive until it reaches Legacy Drive and continues to the west. North boundary is Sam Rayburn Tollway. East boundary is Ohio Drive.

Zone Hours :

Zone Heat

Map : https://www.dot.state.tx.us/apps/egrants/_Upload/861418-Zone4Combined.pdf
(attach)

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
STEP Comprehensive 2020

OPERATIONAL PLAN

Zone Name : Zone 6

Zone South boundary is West Plano Parkway. West boundary is Parkwood Blvd. North

Location : boundary is West Park Blvd. East boundary is Independence Parkway.

Zone Hours :

Zone Heat

Map : (attach) https://www.dot.state.tx.us/apps/egrants/_Upload/861420-Zone6Combined.pdf

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
 STEP Comprehensive 2020

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 2154																										
X Overtime Regular Time																										
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:																		
A. Enforcement																										
Officers/Deputies:	1873	11	\$67.053	\$125,590.27	\$737.58	\$126,327.85	19.16%	\$24,204.42																		
Sergeants:	175	70	\$77.150	\$13,501.25	\$5,400.50	\$18,901.75	19.16%	\$3,621.58																		
Lieutenants/Other:	10.5	14.5	\$87.030	\$913.82	\$1,261.94	\$2,175.75	19.16%	\$416.87																		
B. PI&E Activities																										
PI&E Activities:	20	20	\$72.100	\$1,442.00	\$1,442.00	\$2,884.00	19.16%	\$552.57																		
C. Administrative Duties																										
STEP Activity- Data Entry, Oversight and Accounting	45	15	\$77.150	\$3,471.75	\$1,157.25	\$4,629.00	19.16%	\$886.92																		
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
Total:				\$144,919.08	\$9,999.27	\$154,918.35		\$29,682.36																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Category</th> <th>TxDOT</th> <th>%</th> <th>Match</th> <th>%</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Salaries:</td> <td>\$144,919.08</td> <td>93.55%</td> <td>\$9,999.27</td> <td>6.45%</td> <td>\$154,918.35</td> </tr> <tr> <td>Fringe Benefits:</td> <td>\$0</td> <td>0.00%</td> <td>\$29,682.36</td> <td>100.00%</td> <td>\$29,682.36</td> </tr> </tbody> </table>									Category	TxDOT	%	Match	%	Total	Salaries:	\$144,919.08	93.55%	\$9,999.27	6.45%	\$154,918.35	Fringe Benefits:	\$0	0.00%	\$29,682.36	100.00%	\$29,682.36
Category	TxDOT	%	Match	%	Total																					
Salaries:	\$144,919.08	93.55%	\$9,999.27	6.45%	\$154,918.35																					
Fringe Benefits:	\$0	0.00%	\$29,682.36	100.00%	\$29,682.36																					
Breakdown of Fringe Percentages: TIMRS 17.71% Medicare 1.45% Total Fringe 19.16% 2020 Indirect cost 27.42%																										
Details of regular time, if included in any of the above hours :																										

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
 STEP Comprehensive 2020

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	\$0	6	\$0	\$0		\$0
Vehicle 2	\$0	6	\$0	\$0		\$0
Vehicle 3	\$0	6	\$0	\$0		\$0
Vehicle 4	\$0	6	\$0	\$0		\$0
Vehicle 5	\$0	6	\$0	\$0		\$0

Average Operational Cost of the Vehicle Per Mile : \$0

Number of Miles Proposed :

TOTAL : \$0

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
STEP Comprehensive 2020

INDIRECT COST

Description

File Upload

Proposed Percentage %

Apply the Indirect Cost

Rate to:

(100) Salaries - \$154,918.35

(200) Fringe Benefits - \$29,682.36

(300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP

Enforcement Mileage - \$0

(400) Equipment - \$0

(500) Supplies - \$0

(600) Contractual Services - \$0

(700) Other Miscellaneous - \$0

Total Selected Amount \$0

Exemption Amount

Exemption Reason

Eligible Amount \$0

Total Cost \$0

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$0	0.00%
Total	\$0	

Exhibit "A" to Resolution No. 2019-9-2(R)

City of Plano Police Department
 STEP Comprehensive 2020

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$144,919.08	\$9,999.27	\$154,918.35
(200)	Fringe Benefits:	\$0	\$29,682.36	\$29,682.36
	Sub-Total:	\$144,919.08	\$39,681.63	\$184,600.71
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$144,919.08	\$39,681.63	\$184,600.71
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$144,919.08	\$39,681.63	\$184,600.71
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$144,919.08	\$39,681.63	\$184,600.71
	Fund Sources (Percent Share):	78.50%	21.50%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

RESOLUTION NO. 2019-9-3(R)

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.

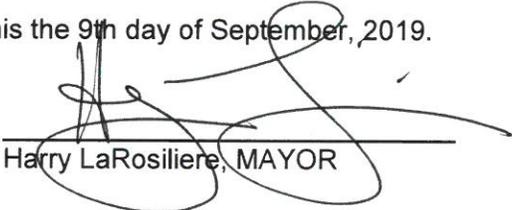
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:

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.

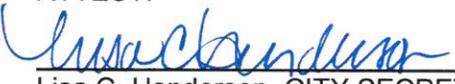
Section III. This Resolution shall become effective from and after its passage.

DULY PASSED AND APPROVED this the 9th day of September, 2019.



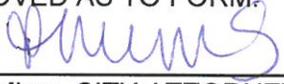
Harry LaRosiere, MAYOR

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 2019 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 2019-2020 fiscal year, to be assigned to duties described in the 2019-2020 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 2019 and ending the 30th day of September 2020.

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 \$5,751.00 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.

Exhibit "A" to Resolution No. 2019-9-3(R)

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 2019-2020 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 FISC does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law CITY does hereby agree to waive all claims against, release, and hold harmless FISC 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:

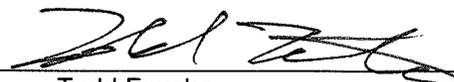
City of Plano

Paige Mims, City Attorney

By: _____
Mark D. Israelson, 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 _____, 2019 by **Mark D. Israelson, 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

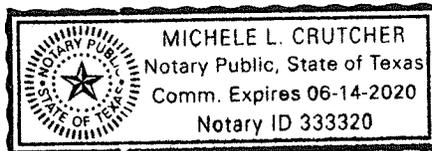
ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF COLLIN**

This instrument was acknowledged before me on the 21ST day of AUGUST, 2019 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 2019-2020

The following administrative guidelines are adopted for the School Resource Officer program during school year 2019-2020:

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.

Attachment "1" to Interlocal Agreement

Page 2

Administrative Guidelines

School Year 2019-2020

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. School Resource Officers (SROs) shall have the following law enforcement duties:
 - a. Protecting the safety and welfare of any person in the jurisdiction of the peace officer.
 - b. Protecting the property of the school district.
 - c. Investigation of criminal offenses and incidents affecting the safety and welfare of students, staff and others.
 - d. Performing any duty required by law of peace officers.
 - e. Presenting approved educational or safety programs to students or staff members where such programs promote the safety and welfare of students, staff or others.

The school district may not assign School Resource Officers to perform duties that involve routine school discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officer. However, this shall not prohibit School Resource Officers from having informal contact with a student even if unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

Attachment "1" to Interlocal Agreement

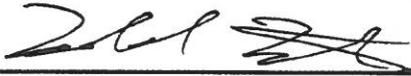
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Administrative Guidelines
School Year 2019-2020

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



8/21/19

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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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
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EFFECTIVE DATE: December 15, 1991
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- 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
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EFFECTIVE DATE: December 15, 1991
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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 2019-2020

The following operational guidelines are adopted for school/police operations during school year 2019-2020. 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, as applicable, responding to an incident at a Fisd campus.

School Resource Officers (SROs) shall have the following law enforcement duties:

- a. Protecting the safety and welfare of any person in the jurisdiction of the peace officer.
- b. Protecting the property of the school district.
- c. Investigation of criminal offenses and incidents affecting the safety and welfare of students, staff and others.
- d. Performing any duty required by law of peace officers.
- e. Presenting approved educational or safety programs to students or staff members where such programs promote the safety and welfare of students, staff or others.

The school district may not assign School Resource Officers to perform duties that involve routine school discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officer. However, this shall not prohibit School Resource Officers from having informal contact with a student even if unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement.

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.

Attachment "2" to Interlocal Agreement

Page 2

Operational Guidelines School Year 2019-2020

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.

Attachment "2" to Interlocal Agreement

Page 3

Operational Guidelines School Year 2019-2020

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

Attachment "2" to Interlocal Agreement

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Operational Guidelines
School Year 2019-2020

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

8/24/19
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
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EFFECTIVE DATE: March 1, 2000
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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
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

- 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
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

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 2019 - 2020

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 2019 - 2020.

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 P3 Campus 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 P3 Campus 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

RESOLUTION NO. 2019-9-4(R)

A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ended June 30, 2019 and providing an effective date.

WHEREAS, the City Council has been presented the City of Plano's Investment Portfolio Summary for the quarter ended June 30, 2019, 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

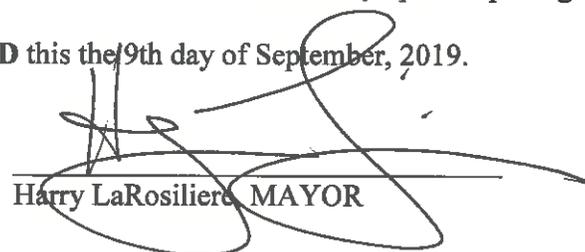
WHEREAS, upon full review and consideration of the Investment Portfolio Summary, and all matters attendant and related thereto, the City Council is of the opinion that the same should be approved.

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 ended June 30, 2019, 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 9th day of September, 2019.

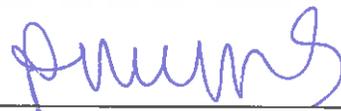

Harry LaRosiere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

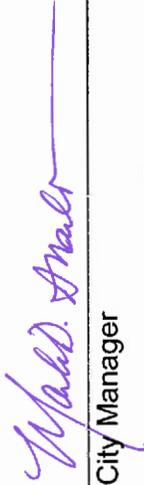
APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

City of Plano
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ended
June 30, 2019

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: July 31, 2019

Information received since the Federal Open Market Committee met in June indicates that the labor market remains strong and that economic activity has been rising at a moderate rate. Job gains have been solid, on average, in recent months, and the unemployment rate has remained low. Although growth of household spending has picked up from earlier in the year, growth of business fixed investment has been soft. On a 12-month basis, overall inflation and inflation for items other than food and energy are running below 2 percent. Market-based measures of inflation compensation remain low; survey-based measures of longer-term inflation expectations are little changed. Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. In light of the implications of global developments for the economic outlook as well as muted inflation pressures, the Committee decided to lower the target range for the federal funds rate to 2 to 2-1/4 percent. This action supports the Committee's view that sustained expansion of economic activity, strong labor market conditions, and inflation near the Committee's symmetric 2 percent objective are the most likely outcomes, but uncertainties about this outlook remain. As the Committee contemplates the future path of the target range for the federal funds rate, it will continue to monitor the implications of incoming information for the economic outlook and will act as appropriate to sustain the expansion, with a strong labor market and inflation near its symmetric 2 percent objective. 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. The Committee will conclude the reduction of its aggregate securities holdings in the System Open Market Account in August, two months earlier than previously indicated. Voting for the monetary policy action were Jerome H. Powell, Chair; John C. Williams, Vice Chair; Michelle W. Bowman; Lael Brainard; James Bullard; Richard H. Clarida; Charles L. Evans; and Randal K. Quarles. Voting against the action were Esther L. George and Eric S. Rosengren, who preferred at this meeting to maintain the target range for the federal funds rate at 2-1/4 to 2-1/2 percent.

Asset Type	June 30, 2019		March 31, 2019	
	End Book Value	End Market Value	End Book Value	End Market Value
Pools/NOW Accounts	112,432,545.43	112,432,545.43	169,343,349.51	169,343,349.51
Certificates of Deposit/Fixed Term	131,191,800.81	131,191,800.81	83,903,535.71	83,903,535.71
AID Bonds	14,680,634.82	14,858,142.00	-	-
FFCB Bonds	50,390,166.32	51,628,156.00	50,347,610.55	51,092,355.00
FHLB	32,057,927.49	33,398,083.00	32,061,588.19	32,934,893.00
FHLMC Bonds	-	-	29,000,000.00	28,992,466.00
FNMA Bonds	42,000,145.53	41,822,898.00	42,000,372.84	41,546,680.00
TVA Bonds	10,311,862.47	10,317,430.00	10,359,479.06	10,269,750.00
Municipal Bonds	249,100,922.31	250,795,523.65	208,457,376.64	207,597,259.10
Totals	642,166,005.18	646,444,578.89	625,473,312.50	625,680,288.32

Quarter Average Yields*:	
Plano Portfolio Yield	2.29%
Six Month Treasury Yield	2.36%
Two Year Treasury Yield	2.13%
TexasDaily Investment Pool Yield	2.41%

Rolling Twelve Month Average Yields*:	
Plano Portfolio Yield	2.12%
Six Month Treasury Yield	2.40%
Two Year Treasury Yield	2.52%
TexasDaily Investment Pool Yield	2.26%

Quarter Investment Earnings**:

Fiscal Year to Date Investment Earnings**:

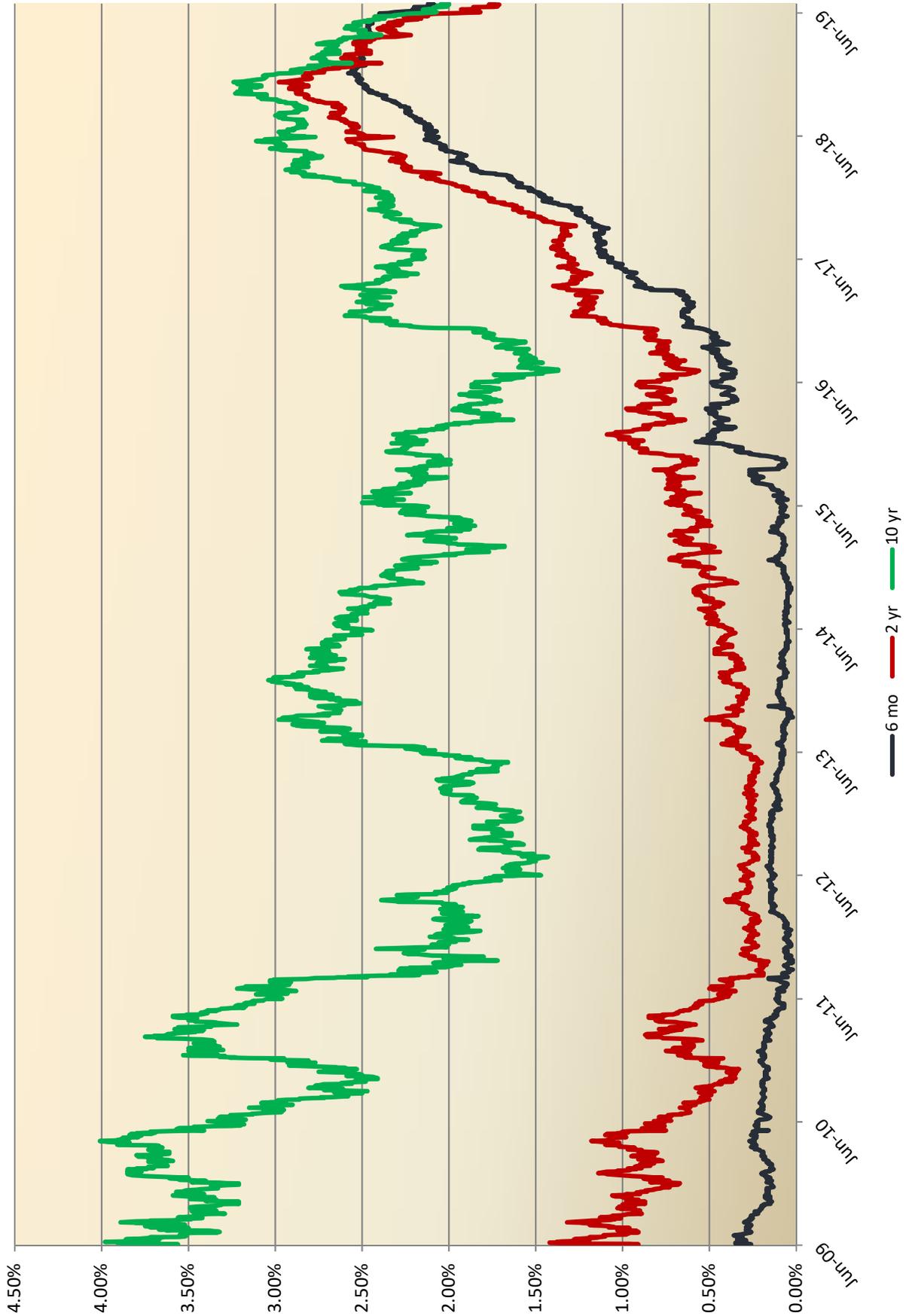
\$7,287,371

\$19,203,594

* Simple average calculation using respective month end yields; does not reflect a total return analysis or account for fees.

** Interest earnings are obtained from the general ledger - Interest plus/minus Gain or Loss on Investments, Unrealized Gain or Loss and Amortized Premium/Discount.

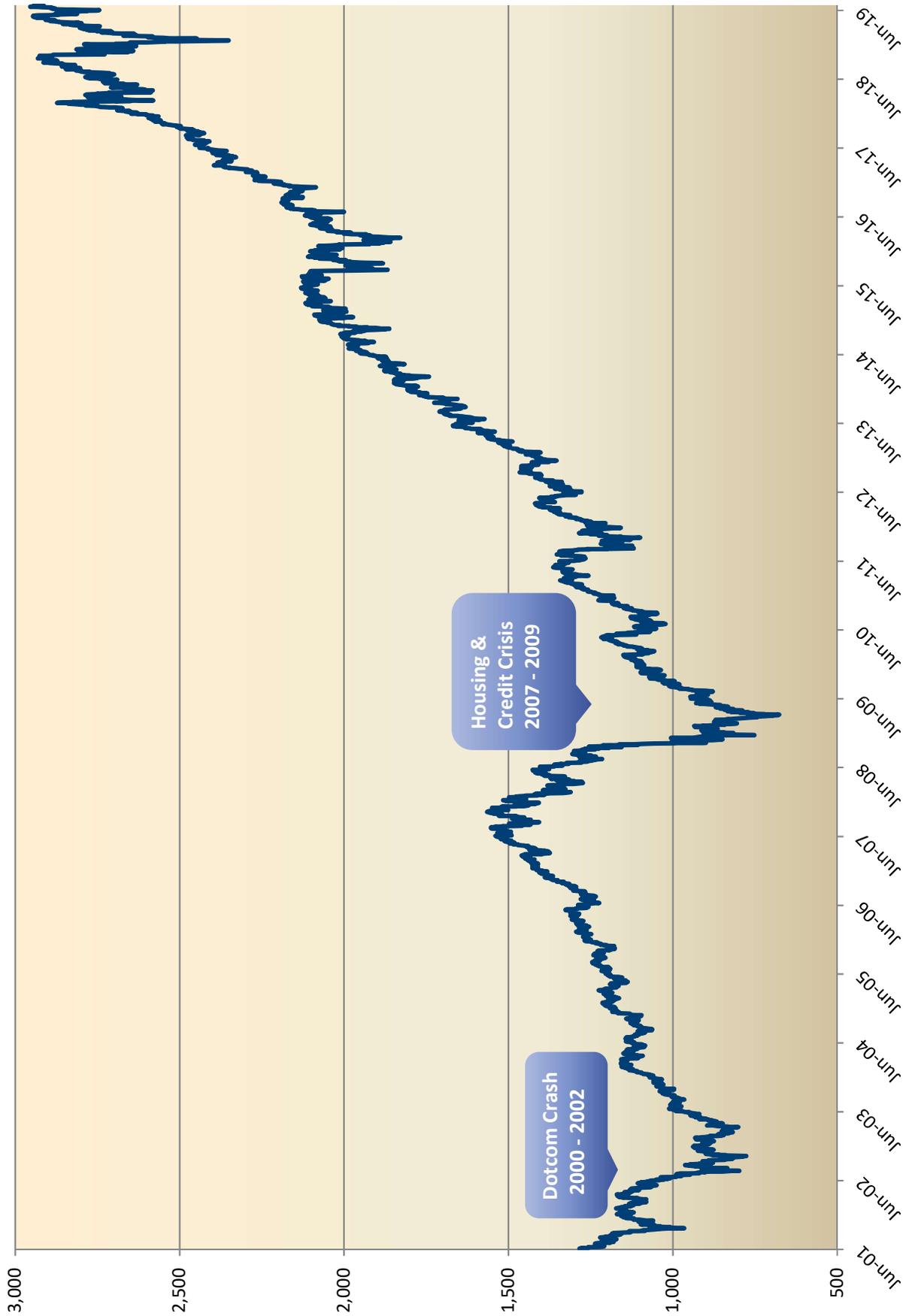
US Treasury Historical Yields



Treasury Yield Curves



S & P 500



By Sector

Detail of Security Holdings
June 30, 2019

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/N/A	2.25%	07/01/2019	06/30/2019		20,195,063.71	20,195,063.71	20,195,063.71	100.00	20,195,063.71	0.03	2.25%	-
Legacy NOW Account	AAA	2.50%	07/01/2019	06/30/2019		31,397,528.81	31,397,528.81	31,397,528.81	100.00	31,397,528.81	0.03	2.50%	-
Texas Daily	AAA	2.41%	07/01/2019	06/30/2019		12,343,129.09	12,343,129.09	12,343,129.09	100.00	12,343,129.09	0.03	2.41%	-
Texas Class	AAA	2.50%	07/01/2019	06/30/2019		48,496,823.82	48,496,823.82	48,496,823.82	100.00	48,496,823.82	0.03	2.50%	-
Texas TERM	AAAF	2.80%	07/01/2019	06/30/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	2.80%	-
Certificate of Deposit	NA/N/A	2.67%	07/31/2019	01/31/2019		15,139,037.34	15,139,037.34	15,139,037.34	100.00	15,139,037.34	1.02	2.67%	166,114.64
Certificate of Deposit	NA/N/A	2.75%	08/22/2019	05/22/2019		25,000,000.00	25,000,000.00	25,000,000.00	100.00	25,000,000.00	1.74	2.75%	73,458.90
Certificate of Deposit	NA/N/A	2.60%	01/06/2020	06/05/2019		10,347,906.08	10,347,906.08	10,347,906.08	100.00	10,347,906.08	6.23	2.60%	18,427.78
Certificate of Deposit	NA/N/A	2.67%	01/13/2020	01/13/2019		5,389,311.03	5,389,311.03	5,389,311.03	100.00	5,389,311.03	6.46	2.67%	66,230.94
Certificate of Deposit	NA/N/A	2.65%	01/15/2020	01/15/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	6.52	2.65%	60,280.27
Certificate of Deposit	NA/N/A	2.65%	01/23/2020	01/23/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	6.79	2.65%	57,356.16
Certificate of Deposit	NA/N/A	2.65%	01/30/2020	01/30/2019		10,660,413.02	10,660,413.02	10,660,413.02	100.00	10,660,413.02	7.02	2.65%	116,870.25
Certificate of Deposit	NA/N/A	2.70%	03/07/2021	03/07/2019		10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,000.00	20.20	2.70%	18,505.48
Certificate of Deposit	NA/N/A	2.37%	06/11/2021	06/11/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	23.34	2.37%	18,505.48
Certificate of Deposit	NA/N/A	2.75%	03/10/2022	03/10/2019		4,811,061.78	4,811,061.78	4,811,061.78	100.00	4,811,061.78	32.26	2.75%	40,597.45
Certificate of Deposit	NA/N/A	2.04%	06/10/2022	06/11/2019		9,844,071.56	9,844,071.56	9,844,071.56	100.00	9,844,071.56	35.28	2.04%	10,453.59
AID	AAA/AA+	5.50%	09/18/2023	04/01/2019		13,000,000.00	14,778,790.00	14,680,634.82	114.29	14,858,142.00	50.52	2.26%	202,583.33
FFCB	AAA/AA+	1.02%	07/12/2019	09/21/2018		20,000,000.00	19,986,600.00	19,989,842.97	99.96	19,992,160.00	0.39	1.04%	95,200.00
FFCB	AAA/AA+	3.05%	09/19/2022	10/19/2018		13,000,000.00	13,004,971.64	13,004,089.18	103.76	13,489,242.00	38.59	3.04%	111,240.28
FFCB	AAA/AA+	2.12%	03/01/2023	10/05/2018		18,000,000.00	17,263,481.01	17,386,234.17	100.82	18,146,754.00	43.93	3.12%	126,140.00
FHLB	AAA/AA+	3.02%	08/26/2022	10/26/2018		19,000,000.00	19,000,000.00	19,000,000.00	103.77	19,715,388.00	37.80	3.02%	197,315.00
FHLB	AAA/AA+	3.25%	06/09/2023	10/05/2018		13,000,000.00	13,068,708.44	13,057,927.49	105.25	13,682,695.00	47.21	3.13%	24,645.83
FNMA	AAA/AA+	1.45%	09/16/2019	03/16/2016		12,000,000.00	12,000,000.00	12,000,000.00	99.84	11,981,028.00	2.56	1.45%	50,266.67
FNMA	AAA/AA+	1.58%	06/15/2020	06/22/2016	09/15/2019	10,000,000.00	10,018,000.00	10,004,345.25	99.61	9,991,470.00	11.51	1.53%	6,583.33
FNMA	AAA/AA+	1.40%	08/28/2020	09/21/2016		20,000,000.00	19,985,800.00	19,995,800.28	99.40	19,880,400.00	13.93	1.42%	94,888.89
TVA	AAA/AA+	3.88%	02/15/2021	02/16/2017		10,000,000.00	10,763,958.40	10,311,862.47	103.17	10,317,430.00	19.54	1.88%	145,312.50
Municipal Bond	AAA/AA+	1.76%	07/01/2019	07/21/2016		6,600,000.00	6,744,210.00	6,600,134.15	100.12	6,600,000.00	0.03	1.00%	57,593.25
Municipal Bond	AA1/AA-	2.20%	07/01/2019	04/01/2016		2,390,000.00	2,414,490.33	2,390,029.98	100.00	2,390,000.00	0.03	1.73%	26,108.29
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,000,025.89	100.00	5,000,000.00	0.03	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	2,858,098.73	100.21	2,853,192.00	1.05	1.40%	46,133.50
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		625,000.00	694,093.75	627,225.71	100.27	626,662.50	1.51	1.53%	10,425.00
Municipal Bond	AA2/AAA	5.77%	08/15/2019	07/07/2016		4,020,000.00	4,604,226.60	4,043,698.79	100.43	4,037,085.00	1.51	1.70%	6,296.25
Municipal Bond	AAA/AAA	2.60%	10/01/2019	04/04/2019		5,000,000.00	5,002,400.00	5,001,240.00	100.10	5,004,950.00	3.05	2.50%	32,138.89
Municipal Bond	NA/AAA	1.62%	10/15/2019	10/12/2017		505,000.00	505,000.00	505,000.00	99.80	504,000.10	3.51	1.62%	1,707.53
Municipal Bond	AA1/AA	4.95%	02/01/2020	09/06/2017		5,000,000.00	5,393,200.00	5,096,732.57	101.65	5,082,600.00	7.08	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	12,135,364.25	100.48	12,083,201.00	7.54	1.49%	135,281.25
Municipal Bond	AA1/AA+	2.18%	03/15/2020	04/03/2019		9,515,000.00	9,490,927.05	9,497,032.01	100.01	9,515,761.20	8.49	2.45%	60,499.54
Municipal Bond	AAA/AAA	3.00%	04/01/2020	10/25/2017		1,930,000.00	1,990,466.90	1,948,772.63	100.66	1,942,776.60	9.05	1.68%	14,314.17
Municipal Bond	A1/AA-	2.78%	04/01/2020	10/10/2018		365,000.00	362,664.00	363,803.83	100.36	366,317.65	9.05	3.23%	2,510.37
Municipal Bond	AA2/NA	2.78%	04/15/2020	02/19/2019		1,100,000.00	1,102,266.00	1,101,560.90	100.59	1,106,479.00	9.51	2.60%	6,380.00
Municipal Bond	AAA/AAA	1.90%	05/15/2020	08/14/2017		5,000,000.00	5,033,700.00	5,010,730.35	99.98	4,998,800.00	10.49	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	1,732,542.21	100.13	1,727,208.00	11.05	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	3,225,872.70	99.33	3,193,363.05	11.05	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	10,372,605.67	100.35	10,305,431.50	12.03	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	3,021,982.35	99.87	2,996,130.00	12.03	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	8,116,525.69	98.97	8,036,607.60	13.05	1.04%	33,607.78
Municipal Bond	AA1/NA	1.58%	09/01/2020	07/12/2016		5,000,000.00	5,050,250.00	5,014,323.75	99.52	4,975,900.00	14.07	1.33%	26,146.94
Municipal Bond	AAA/AAA	1.75%	02/01/2021	07/12/2016		13,000,000.00	13,344,890.00	13,120,556.14	99.61	12,949,820.00	19.08	1.15%	94,159.72
Municipal Bond	AA1/AAA	2.85%	02/01/2021	04/05/2019		4,000,000.00	4,022,760.00	4,019,829.82	101.32	4,052,680.00	19.08	2.55%	47,183.33
Municipal Bond	AAA/AAA	4.00%	03/01/2021	05/07/2019		580,000.00	595,439.60	594,183.97	103.12	598,078.60	20.00	2.48%	7,668.89
Municipal Bond	AAA/AAA	2.48%	03/15/2021	03/21/2018		10,000,000.00	10,000,000.00	10,000,000.00	100.98	10,098,300.00	20.46	2.48%	72,333.33
Municipal Bond	AA1/AA+	2.90%	03/15/2021	08/04/2017		2,335,000.00	2,421,114.80	2,375,739.68	101.36	2,366,826.05	20.46	1.84%	19,750.21
Municipal Bond	NA/AAA	2.32%	05/01/2021	03/08/2018		3,445,000.00	3,414,477.30	3,427,190.67	100.77	3,471,388.70	22.00	2.65%	13,098.66
Municipal Bond	AAA/AAA	2.23%	05/15/2021	03/06/2018		10,420,000.00	10,317,884.00	10,360,009.04	100.62	10,484,604.00	22.46	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	4,956,267.20	100.30	5,014,850.00	22.46	2.54%	12,825.00

By Sector

Detail of Security Holdings
June 30, 2019

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	AA1/AA+	2.59%	06/01/2021	07/20/2016		535,000.00	554,538.20	542,718.52	101.02	540,435.60	23.02	1.80%	1,116.65
Municipal Bond	AA2/AA	4.82%	07/01/2021	09/06/2017		360,000.00	398,368.80	380,147.75	105.24	378,849.60	24.00	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	1,545,905.70	100.58	1,558,912.50	25.00	2.53%	18,396.48
Municipal Bond	NA/AA	2.48%	08/01/2021	02/21/2018		13,360,000.00	13,291,596.80	13,318,479.20	100.86	13,474,762.40	25.02	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	7,459,576.56	107.82	7,445,247.20	25.48	1.90%	151,090.03
Municipal Bond	AA2/AA-	2.91%	09/01/2021	04/02/2019		3,780,000.00	3,819,652.20	3,815,655.55	101.97	3,854,466.00	26.03	2.45%	36,297.98
Municipal Bond	AA1/NA	1.78%	09/01/2021	03/02/2018		1,000,000.00	970,430.00	981,643.00	99.33	993,300.00	26.03	2.67%	5,890.50
Municipal Bond	AAA/AAA	2.80%	10/01/2021	03/28/2018		445,000.00	446,780.00	446,143.20	101.30	450,771.65	27.02	2.68%	3,080.39
Municipal Bond	AA1/AA+	2.55%	02/15/2022	04/08/2019		3,685,000.00	3,694,912.65	3,694,124.58	101.29	3,732,610.20	31.51	2.45%	35,223.99
Municipal Bond	AAA/AAA	3.20%	04/01/2022	04/01/2019		615,000.00	629,243.40	628,073.78	103.40	635,916.15	32.98	2.40%	4,865.33
Municipal Bond	AAA/AAA	3.07%	04/01/2022	03/18/2019		1,245,000.00	1,263,824.40	1,262,060.67	102.92	1,281,378.90	32.98	2.55%	9,452.28
Municipal Bond	AA1/AA	3.30%	05/15/2022	03/28/2019		785,000.00	805,771.10	804,064.38	103.96	816,062.45	34.43	2.42%	3,238.12
Municipal Bond	AAA/AAA	2.48%	05/15/2022	04/05/2019		500,000.00	502,070.00	501,913.29	101.31	506,550.00	34.43	2.34%	1,549.38
Municipal Bond	AAA/AAA	2.25%	05/15/2022	03/19/2019		1,200,000.00	1,189,344.00	1,190,295.92	100.86	1,210,308.00	34.43	2.54%	3,369.00
Municipal Bond	AA2/AA	5.47%	06/30/2022	04/04/2019		2,250,000.00	2,462,647.50	2,447,009.01	110.07	2,476,597.50	35.93	2.42%	-
Municipal Bond	AA2/AAA	2.14%	07/01/2022	03/28/2019		1,000,000.00	995,700.00	996,022.68	100.08	1,000,820.00	35.97	2.28%	10,640.56
Municipal Bond	AA1/AA	1.85%	08/01/2022	03/13/2019		3,550,000.00	3,464,232.00	3,471,789.57	99.26	3,523,730.00	36.98	2.60%	27,182.15
Municipal Bond	AA1/AA	2.83%	08/01/2022	03/19/2019		4,565,000.00	4,591,750.90	4,589,512.60	102.29	4,669,482.85	36.98	2.65%	36,244.83
Municipal Bond	AA2/AA+	3.81%	09/15/2022	03/29/2019		1,000,000.00	1,036,100.00	1,033,448.10	103.73	1,037,330.00	38.46	2.71%	11,112.50
Municipal Bond	NA/AAA	2.32%	10/01/2022	03/22/2019		940,000.00	931,117.00	931,806.14	100.77	947,247.40	38.98	2.61%	5,398.39
Municipal Bond	NA/AAA	5.00%	10/01/2022	03/29/2019		935,000.00	1,019,421.15	1,013,296.99	109.60	1,024,722.60	38.98	2.30%	11,557.64
Municipal Bond	AAA/AAA	2.87%	02/01/2023	03/28/2019		940,000.00	957,004.60	955,867.73	102.82	966,508.00	43.02	2.37%	11,154.22
Municipal Bond	AA1/AA	2.53%	05/01/2023	03/07/2019		20,000,000.00	19,750,600.00	19,769,518.87	101.39	20,277,400.00	45.93	2.85%	82,927.78
Municipal Bond	AA2/AA	5.49%	06/30/2023	10/09/2018		5,200,000.00	5,698,940.00	5,622,580.49	112.98	5,875,168.00	47.90	3.28%	-
Municipal Bond	AA1/AA-	3.10%	07/01/2023	03/25/2019		1,200,000.00	1,230,600.00	1,228,696.09	103.03	1,236,348.00	47.93	2.47%	18,514.57
Municipal Bond	AA1/AA+	2.65%	08/01/2023	03/29/2019		550,000.00	557,018.00	556,606.48	102.27	562,490.50	48.95	2.34%	6,036.98
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/15/2019		750,000.00	727,650.00	729,144.66	99.15	743,632.50	48.95	2.71%	6,146.25
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/27/2019		900,000.00	882,000.00	883,076.83	99.15	892,359.00	48.95	2.47%	7,375.50
Municipal Bond	AA1/NA	5.25%	08/01/2023	03/11/2019		1,000,000.00	1,098,650.00	1,091,823.22	112.01	1,120,120.00	48.95	2.84%	21,729.17
Municipal Bond	NA/AAA	3.05%	10/01/2023	04/01/2019		1,790,000.00	1,838,867.00	1,836,191.80	104.37	1,868,288.80	50.95	2.41%	13,514.80
Municipal Bond	NA/AA-	3.33%	10/15/2023	03/08/2019		990,000.00	1,016,829.00	1,015,010.63	105.24	1,041,885.90	51.41	2.70%	6,870.19
Municipal Bond	AA1/AA+	2.86%	03/15/2024	04/08/2019		10,000,000.00	10,105,700.00	10,100,834.16	102.53	10,253,400.00	56.39	2.63%	83,416.67
Municipal Bond	AA2/AA	2.85%	04/01/2024	04/05/2019		10,360,000.00	10,455,208.40	10,450,716.95	103.40	10,712,654.40	56.95	2.65%	72,943.61
Municipal Bond	NA/AA	3.95%	04/01/2024	04/04/2019		750,000.00	793,140.00	791,082.34	106.96	802,170.00	56.95	2.71%	7,323.96
						638,794,346.24	645,889,588.36	642,166,005.18		646,444,578.89	17.61	2.30%	3,800,063.79

(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, 2019

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	2.25%	07/01/2019	06/30/2019		20,195,063.71	20,195,063.71	20,195,063.71	100.00	20,195,063.71	0.03	2.25%	-
Legacy NOW Account	NA/NA	2.50%	07/01/2019	06/30/2019		31,397,528.81	31,397,528.81	31,397,528.81	100.00	31,397,528.81	0.03	2.50%	-
Texas Daily	AAAAM	2.41%	07/01/2019	06/30/2019		12,343,129.09	12,343,129.09	12,343,129.09	100.00	12,343,129.09	0.03	2.41%	-
Texas Class	AAAAM	2.50%	07/01/2019	06/30/2019		48,496,823.82	48,496,823.82	48,496,823.82	100.00	48,496,823.82	0.03	2.50%	-
Texas TERM	AAA	2.80%	07/01/2019	06/30/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	2.80%	-
Municipal Bond	AAA/AA+	1.76%	07/01/2019	07/21/2016		6,600,000.00	6,744,210.00	6,600,134.15	100.00	6,600,000.00	0.03	1.00%	57,593.25
Municipal Bond	AA1/AA-	2.20%	07/01/2019	04/05/2017		2,390,000.00	2,414,490.33	2,390,029.98	100.00	2,390,000.00	0.03	1.73%	26,108.29
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,000,025.89	100.00	5,000,000.00	0.03	1.60%	44,650.56
FFCB	AAA/AA+	1.02%	07/12/2019	09/21/2016		20,000,000.00	19,986,600.00	19,999,842.97	99.96	19,992,160.00	0.39	1.04%	95,200.00
Certificate of Deposit	NA/NA	2.67%	07/31/2019	01/31/2019		15,139,037.34	15,139,037.34	15,139,037.34	100.11	15,139,037.34	1.02	2.67%	166,114.64
Municipal Bond	AA1/AA+	3.91%	08/01/2019	01/27/2016		2,850,000.00	3,094,330.50	2,856,098.73	100.11	2,853,192.00	1.05	1.40%	46,133.50
Municipal Bond	NA/AA-	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	627,225.71	100.27	626,662.50	1.51	1.53%	10,425.00
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	501,006.17	100.12	500,605.00	1.51	1.70%	6,296.25
Municipal Bond	AA2/AAA	5.77%	08/15/2019	07/07/2016		4,020,000.00	4,604,228.60	4,043,698.79	100.43	4,037,085.00	1.51	1.00%	86,907.38
Certificate of Deposit	NA/NA	2.75%	08/22/2019	05/22/2019		25,000,000.00	25,000,000.00	25,000,000.00	100.00	25,000,000.00	1.74	2.75%	73,458.90
FNMA	AAA/AA+	1.45%	09/16/2019	03/16/2016		12,000,000.00	12,000,000.00	12,000,000.00	99.84	11,981,028.00	2.56	1.45%	50,266.67
Municipal Bond	AAA/AAA	2.60%	10/01/2019	04/04/2019		5,000,000.00	5,002,400.00	5,001,240.00	100.10	5,004,950.00	3.05	2.50%	32,138.89
Municipal Bond	NA/AAA	1.62%	10/15/2019	10/12/2017		505,000.00	505,000.00	505,000.00	99.80	504,000.10	3.51	1.62%	1,707.53
Certificate of Deposit	NA/NA	2.60%	01/06/2020	06/05/2019		10,347,906.08	10,347,906.08	10,347,906.08	100.00	10,347,906.08	6.23	2.60%	18,427.78
Municipal Bond	AA1/AA+	2.67%	01/13/2020	01/13/2019		5,389,311.03	5,389,311.03	5,389,311.03	100.00	5,389,311.03	6.46	2.67%	66,230.94
Certificate of Deposit	NA/NA	2.65%	01/15/2020	01/15/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	6.52	2.65%	60,260.27
Certificate of Deposit	NA/NA	2.65%	01/23/2020	01/23/2019		5,000,000.00	5,000,000.00	5,000,000.00	100.00	5,000,000.00	6.79	2.65%	57,956.16
Certificate of Deposit	NA/NA	2.65%	01/30/2020	01/30/2019		10,660,413.02	10,660,413.02	10,660,413.02	100.00	10,660,413.02	7.02	2.65%	116,870.25
Municipal Bond	AA1/AA	4.95%	02/01/2020	09/06/2017		5,393,200.00	5,096,732.57	5,096,732.57	101.65	5,082,600.00	7.08	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	12,135,364.25	100.48	12,083,201.00	7.54	1.49%	135,281.25
Municipal Bond	AA1/AA+	2.18%	03/15/2020	04/03/2016		9,515,000.00	9,490,927.05	9,497,032.01	100.01	9,515,761.20	8.49	2.45%	60,499.54
Municipal Bond	AAA/AAA	3.00%	04/01/2020	10/25/2017		1,930,000.00	1,990,466.90	1,948,772.63	100.66	1,942,776.60	9.05	1.68%	14,314.17
Municipal Bond	A1/AA-	2.78%	04/01/2020	10/10/2018		365,000.00	362,664.00	363,860.83	100.36	366,317.65	9.05	3.23%	2,510.37
Municipal Bond	AA2/INA	2.78%	04/15/2020	02/19/2016		1,100,000.00	1,102,266.00	1,101,560.90	100.59	1,106,479.00	9.51	2.60%	6,380.00
Municipal Bond	AAA/AAA	1.90%	05/15/2020	08/14/2017		5,033,700.00	5,010,730.35	5,010,730.35	99.98	4,998,800.00	10.49	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	1,732,542.21	100.13	1,727,208.00	11.05	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	3,225,872.70	99.33	3,193,363.05	11.05	1.00%	3,561.06
FNMA	AAA/AA+	1.58%	06/15/2020	06/22/2016	09/15/2019	10,018,000.00	10,018,000.00	10,004,345.25	99.61	9,961,470.00	11.51	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	10,372,605.67	100.35	10,305,431.50	12.03	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	3,021,982.35	99.87	2,996,130.00	12.03	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	8,116,525.69	98.97	8,036,607.60	13.05	1.04%	33,607.78
FNMA	AAA/AA+	1.40%	08/28/2020	09/21/2016		20,000,000.00	19,985,800.00	19,995,800.28	99.40	19,880,400.00	13.93	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	5,014,323.75	99.52	4,975,900.00	14.07	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	13,120,556.14	99.61	12,949,820.00	19.08	1.15%	94,159.72
Municipal Bond	AA1/AAA	2.85%	02/01/2021	04/05/2019		4,000,000.00	4,022,760.00	4,019,829.82	101.32	4,052,680.00	19.08	2.53%	47,183.33
TVA	AAA/AA+	3.88%	02/15/2021	02/16/2017		10,000,000.00	10,763,958.40	10,311,862.47	103.17	10,317,430.00	19.54	1.88%	145,312.50
Municipal Bond	AAA/AAA	4.00%	03/01/2021	05/07/2019		580,000.00	595,439.60	594,183.97	103.12	598,078.60	20.00	2.48%	7,668.89
Certificate of Deposit	NA/NA	2.70%	03/07/2021	03/07/2019		10,000,000.00	10,000,000.00	10,000,000.00	100.00	10,000,000.00	20.20	2.70%	85,068.49
Municipal Bond	AAA/AAA	2.48%	03/15/2021	03/21/2018		10,000,000.00	10,000,000.00	10,000,000.00	100.98	10,098,300.00	20.46	2.48%	72,333.33
Municipal Bond	AA1/AA+	2.90%	03/15/2021	08/04/2017		2,335,000.00	2,421,114.80	2,375,739.68	101.36	2,366,826.05	20.46	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	3,427,190.67	100.77	3,471,388.70	22.00	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	10,360,009.04	100.62	10,484,604.00	22.46	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	4,956,287.20	100.30	5,014,850.00	22.46	2.54%	12,825.00
Municipal Bond	AA1/AA+	2.59%	06/01/2021	07/20/2016		535,000.00	554,538.20	542,718.52	101.02	540,435.60	23.02	1.80%	1,116.65
Certificate of Deposit	NA/NA	0.0237	6/11/2021	6/11/2019		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	23.34	2.37%	18,505.48
Municipal Bond	AA2/AA	4.82%	07/01/2021	09/06/2017		360,000.00	399,368.80	380,147.75	105.24	378,849.60	24.00	1.92%	8,633.17
Municipal Bond	NA/AA	2.38%	07/01/2021	03/08/2018		1,550,000.00	1,543,228.50	1,545,905.70	100.58	1,558,912.50	24.00	2.53%	18,396.48
Municipal Bond	NA/AA	2.48%	08/01/2021	02/21/2018		13,360,000.00	13,291,596.80	13,318,479.20	100.86	13,474,762.40	25.02	2.64%	137,132.98
Municipal Bond	AA2/AAA	5.84%	08/15/2021	09/07/2017		6,905,000.00	7,931,659.20	7,459,576.56	107.82	7,445,247.20	25.48	1.90%	151,090.03
Municipal Bond	AA2/AA-	2.91%	09/01/2021	04/02/2018		3,780,000.00	3,819,652.20	3,815,655.55	101.97	3,854,466.00	26.03	2.45%	36,297.98
Municipal Bond	AA1/NA	1.78%	09/01/2021	03/02/2018		1,000,000.00	970,430.00	981,643.02	99.33	993,300.00	26.03	2.67%	5,890.50
Municipal Bond	AAA/AAA	2.80%	10/01/2021	03/28/2018		445,000.00	446,780.00	446,143.20	101.30	450,771.65	27.02	2.68%	3,080.39
Municipal Bond	AA1/AA+	2.55%	02/15/2022	04/08/2019		3,685,000.00	3,694,912.65	3,694,124.58	101.29	3,732,610.20	31.51	2.45%	35,223.99

Detail of Security Holdings
June 30, 2019

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
Certificate of Deposit	NA/NA	2.75%	03/10/2022	03/10/2019		4,811,061.78	4,811,061.78	4,811,061.78	100.00	4,811,061.78	32.26	2.75%	40,597.45
Municipal Bond	AAA/AAA	3.20%	04/01/2022	04/01/2019		615,000.00	629,243.40	628,073.78	103.40	635,916.15	32.98	2.40%	4,865.33
Municipal Bond	AAA/AAA	3.07%	04/01/2022	03/18/2019		1,245,000.00	1,263,824.40	1,262,060.67	102.92	1,281,378.90	32.98	2.55%	9,452.28
Municipal Bond	AA1/AA	3.30%	05/15/2022	03/28/2019		785,000.00	805,771.10	804,064.38	103.96	816,062.45	34.43	2.42%	3,238.12
Municipal Bond	AAA/AAA	2.48%	05/15/2022	04/05/2019		500,000.00	502,070.00	501,913.29	101.31	506,550.00	34.43	2.34%	1,549.38
Municipal Bond	AAA/AAA	2.25%	05/15/2022	03/19/2019		1,200,000.00	1,189,344.00	1,190,295.92	100.86	1,210,308.00	34.43	2.54%	3,369.00
Certificate of Deposit	NA/NA	2.04%	06/10/2022	06/11/2019		9,844,071.56	9,844,071.56	9,844,071.56	100.00	9,844,071.56	35.28	2.04%	10,453.59
Municipal Bond	AA2/AA	5.47%	06/30/2022	04/04/2019		2,250,000.00	2,463,647.50	2,447,009.01	110.07	2,476,597.50	35.93	2.42%	-
Municipal Bond	AA2/AAA	2.14%	07/01/2022	04/02/2019		1,000,000.00	995,700.00	996,022.68	100.08	1,000,820.00	35.97	2.28%	10,640.56
Municipal Bond	AA1/AAA	1.85%	08/01/2022	03/13/2019		3,550,000.00	3,464,232.00	3,471,789.57	99.26	3,523,730.00	36.98	2.60%	27,182.15
Municipal Bond	AA1/AA	2.83%	08/01/2022	03/19/2019		4,565,000.00	4,591,750.90	4,589,512.60	102.29	4,669,492.85	36.98	2.65%	36,244.83
FHLB	AAA/AA+	3.02%	08/26/2022	10/26/2018		19,000,000.00	19,000,000.00	19,000,000.00	103.77	19,715,388.00	37.80	3.02%	197,315.00
Municipal Bond	AA2/AA+	3.81%	09/15/2022	03/29/2019		1,000,000.00	1,036,100.00	1,033,448.10	103.73	1,037,330.00	38.46	2.71%	11,112.50
FFCB	AAA/AA+	3.05%	09/19/2022	10/19/2018		13,000,000.00	13,004,971.64	13,004,089.18	103.76	13,489,242.00	38.59	3.04%	111,240.28
Municipal Bond	NA/AAA	2.32%	10/01/2022	03/22/2019		940,000.00	931,117.00	931,806.14	100.77	947,247.40	38.98	2.61%	5,398.39
Municipal Bond	NA/AAA	5.00%	10/01/2022	03/29/2019		935,000.00	1,019,421.15	1,013,296.99	109.60	1,024,722.60	38.98	2.30%	11,557.64
Municipal Bond	AA/AAA	2.87%	02/01/2023	03/28/2019		940,000.00	957,004.60	955,867.73	102.82	966,508.00	43.02	2.37%	11,154.22
FFCB	AAA/AA+	2.12%	03/01/2023	10/05/2018		18,000,000.00	17,263,481.01	17,386,234.17	100.82	18,146,754.00	43.93	3.12%	126,140.00
Municipal Bond	AA1/AAA	2.53%	05/01/2023	03/07/2018		20,000,000.00	19,750,600.00	19,769,518.87	101.39	20,277,400.00	45.93	2.85%	82,927.78
FHLB	AAA/AA+	3.25%	06/09/2023	10/05/2018		13,000,000.00	13,068,708.44	13,057,927.49	105.25	13,682,685.00	47.21	3.13%	24,645.83
Municipal Bond	AA2/AA	5.49%	06/30/2023	10/09/2018		5,200,000.00	5,699,940.00	5,622,580.49	112.98	5,875,168.00	47.90	3.28%	-
Municipal Bond	AA1/AA-	3.10%	07/01/2023	03/25/2019		1,200,000.00	1,230,600.00	1,228,696.09	103.03	1,236,348.00	47.93	2.47%	18,514.57
Municipal Bond	AA1/AA+	2.65%	08/01/2023	03/29/2019		550,000.00	557,018.00	556,606.48	102.27	562,490.50	48.95	2.34%	6,036.98
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/15/2019		750,000.00	727,650.00	729,144.66	99.15	743,632.50	48.95	2.71%	6,146.25
Municipal Bond	AA1/AA	1.98%	08/01/2023	03/27/2019		900,000.00	882,000.00	883,076.83	99.15	892,359.00	48.95	2.47%	7,375.50
Municipal Bond	AA1/NA	5.25%	08/01/2023	03/11/2019		1,000,000.00	1,098,650.00	1,091,823.22	112.01	1,120,120.00	48.95	2.84%	21,729.17
AID	AAA/AA+	5.50%	09/18/2023	04/01/2019		13,000,000.00	14,778,790.00	14,680,634.82	114.29	14,858,142.00	50.52	2.26%	202,583.33
Municipal Bond	NA/AAA	3.05%	10/01/2023	04/01/2019		1,790,000.00	1,838,867.00	1,836,191.80	104.37	1,868,258.80	50.95	2.41%	13,514.80
Municipal Bond	NA/AA	3.33%	10/15/2023	03/08/2019		990,000.00	1,016,829.00	1,015,010.63	105.24	1,041,885.90	51.41	2.70%	6,870.19
Municipal Bond	AA1/AA+	2.86%	03/15/2024	04/08/2019		10,000,000.00	10,105,700.00	10,100,834.16	102.53	10,253,400.00	56.39	2.63%	83,416.67
Municipal Bond	AA2/AA	2.85%	04/01/2024	04/05/2019		10,360,000.00	10,455,208.40	10,450,716.95	103.40	10,712,654.40	56.95	2.65%	72,943.61
Municipal Bond	NA/AA	3.95%	04/01/2024	04/04/2019		750,000.00	793,140.00	791,082.34	106.96	802,170.00	56.95	2.71%	7,323.96
TOTAL						638,794,346.24	645,889,588.36	642,166,005.18		646,444,578.89	17.61	2.30%	3,800,053.79

(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

P1- Issuers rated Prime-1 have a superior ability to repay short-term debt obligations

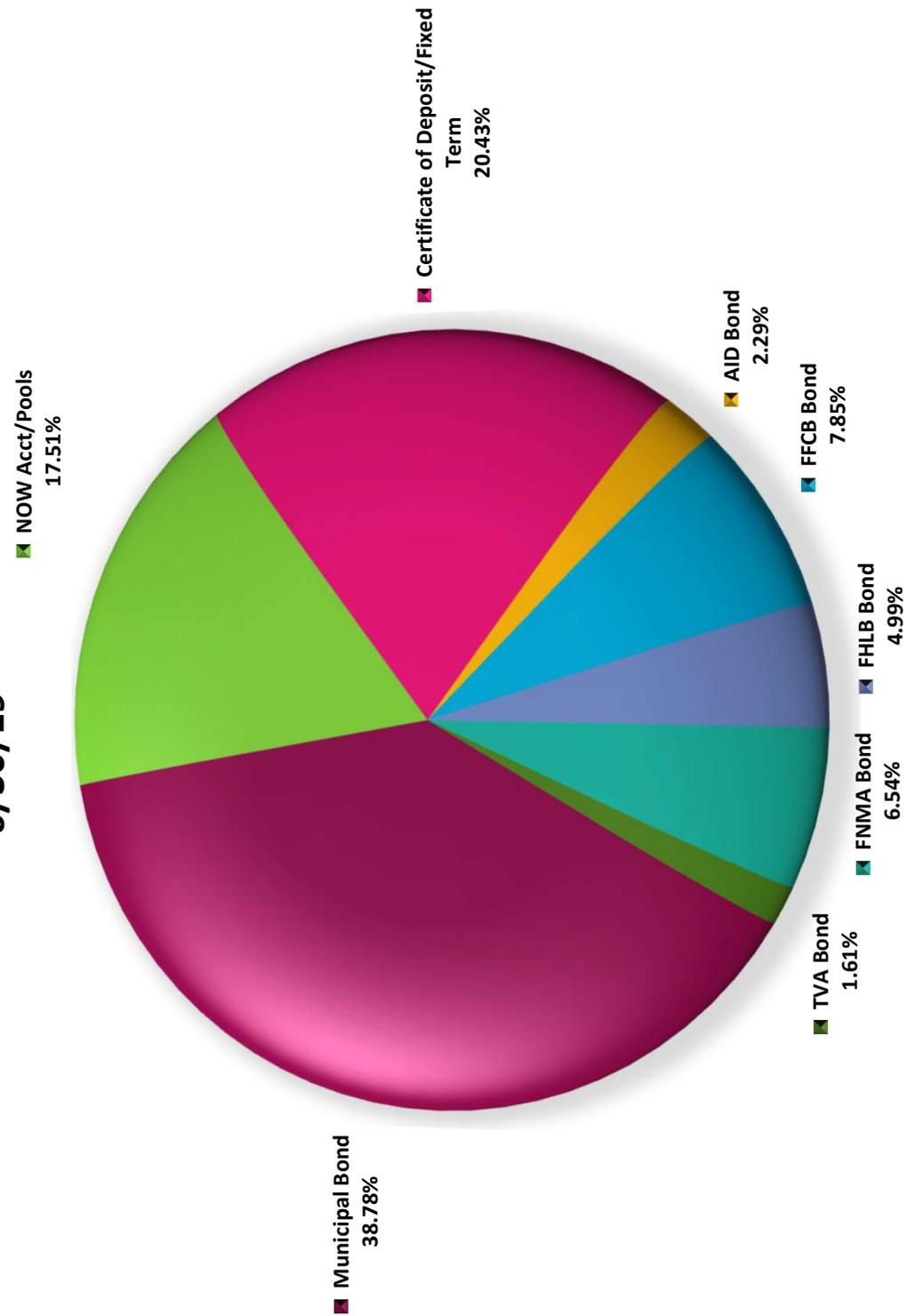
P2- Issuers rated Prime-1 have a strong ability to repay short-term debt obligations

P3- Issuers rated Prime-1 have an acceptable ability to repay short-term debt obligations

***Standard and Poor's Ratings Definitions:**

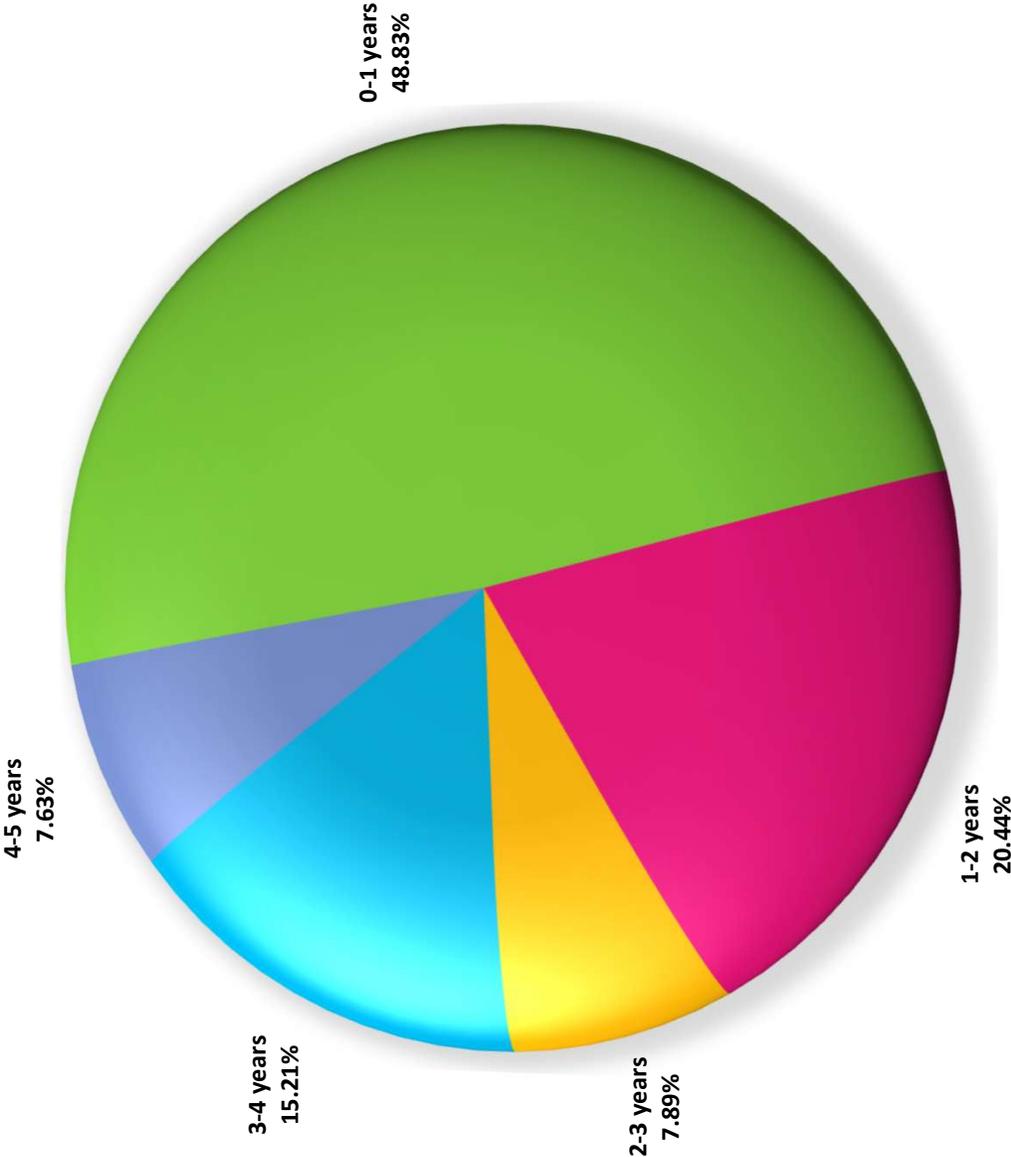
AAA- capacity to meet its financial commitment on the obligation is extremely strong

Portfolio Composition 6/30/19

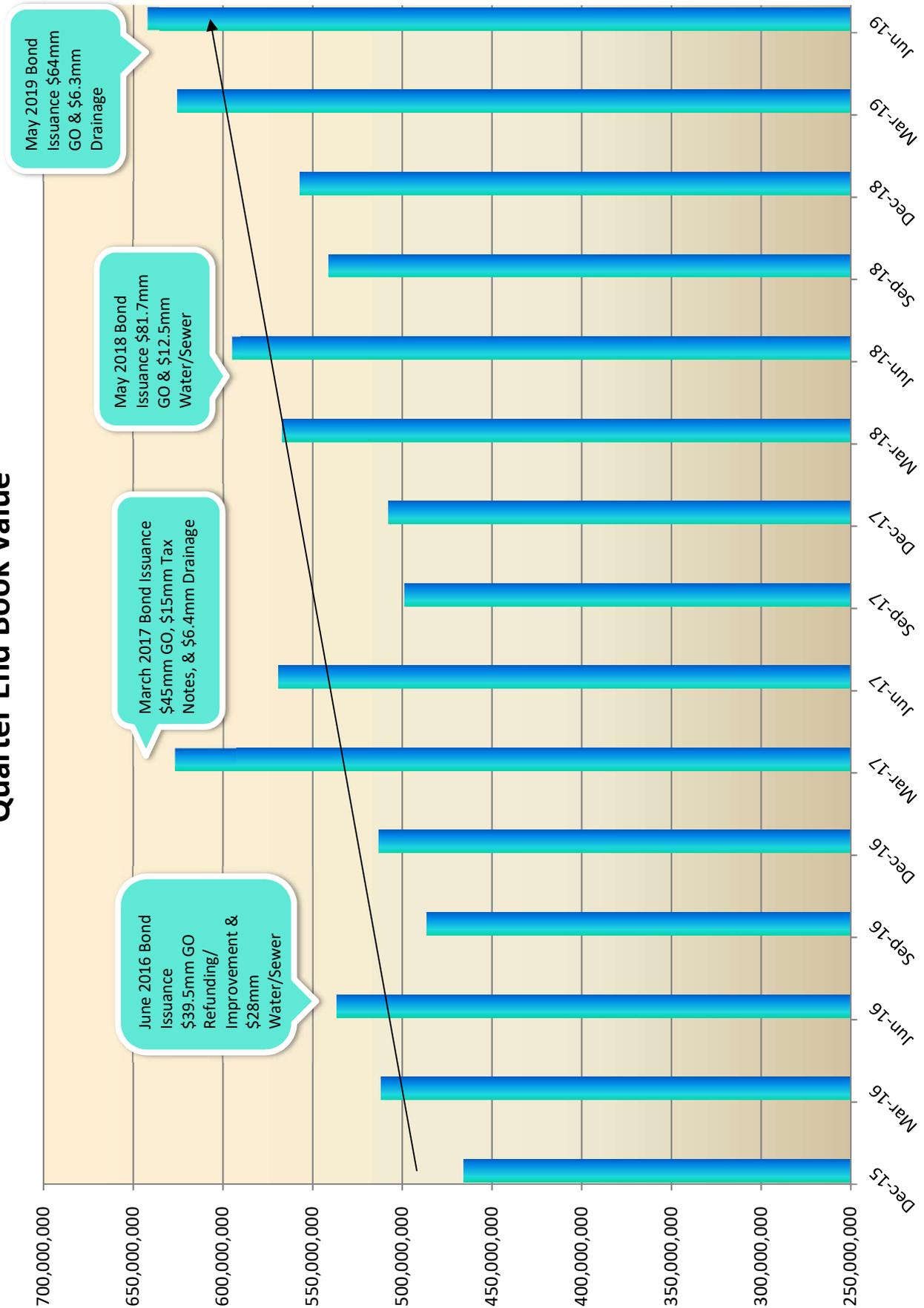


*US Backed Agency Bonds Total 23.28%

**Portfolio Maturities
6/30/19**



Quarter End Book Value



Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2019			June 30, 2019		
			Par Value	Adjusted Book Value	Purchase/Adjustment	(Maturity/Call/Sale/Adjustment)	Par Value	Adjusted Book Value
Capital One NOW Account	2.50%	07/01/19	19,101,862.79	19,101,862.79	1,093,200.92	-	20,195,063.71	20,195,063.71
Legacy NOW Account	2.50%	07/01/19	32,499,282.02	32,499,282.02	-	(1,101,753.21)	31,397,528.81	31,397,528.81
Texas Daily	2.41%	07/01/19	22,264,471.65	22,264,471.65	-	(9,921,342.56)	12,343,129.09	12,343,129.09
Texas Class	2.50%	07/01/19	95,477,733.05	95,477,733.05	-	(46,980,909.23)	48,496,823.82	48,496,823.82
Texas TERM	2.80%	07/10/19	15,000,000.00	15,000,000.00	-	-	15,000,000.00	15,000,000.00
Certificate of Deposit	2.32%	06/05/19	10,110,605.54	10,110,605.54	-	(10,110,605.54)	-	-
Certificate of Deposit	2.42%	06/11/19	2,793,107.00	2,793,107.00	-	(2,793,107.00)	-	-
Certificate of Deposit	2.67%	07/31/19	15,139,037.34	15,139,037.34	-	-	15,139,037.34	15,139,037.34
Certificate of Deposit	2.75%	08/22/19	-	-	25,000,000.00	-	25,000,000.00	25,000,000.00
Certificate of Deposit	2.60%	01/06/20	-	-	10,347,906.08	-	10,347,906.08	10,347,906.08
Certificate of Deposit	2.67%	01/13/20	5,389,311.03	5,389,311.03	-	-	5,389,311.03	5,389,311.03
Certificate of Deposit	2.65%	01/15/20	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/23/20	5,000,000.00	5,000,000.00	-	-	5,000,000.00	5,000,000.00
Certificate of Deposit	2.65%	01/30/20	10,660,413.02	10,660,413.02	-	-	10,660,413.02	10,660,413.02
Certificate of Deposit	2.70%	03/07/21	10,000,000.00	10,000,000.00	-	-	10,000,000.00	10,000,000.00
Certificate of Deposit	2.37%	06/11/21	-	-	15,000,000.00	-	15,000,000.00	15,000,000.00
Certificate of Deposit	2.75%	03/10/22	4,811,061.78	4,811,061.78	-	-	4,811,061.78	4,811,061.78
Certificate of Deposit	2.04%	06/10/22	-	-	9,844,071.56	-	9,844,071.56	9,844,071.56
Certificate of Deposit	2.26%	09/18/23	-	-	14,680,634.82	-	14,680,634.82	14,680,634.82
AID Bond	-	-	-	-	-	-	-	-
FFCB Bond	1.04%	07/12/19	20,000,000.00	19,998,652.15	1,190.82	-	20,000,000.00	19,999,842.97
FFCB Bond	3.04%	09/19/22	13,000,000.00	13,004,405.34	-	(316.16)	13,000,000.00	13,004,089.18
FFCB Bond	3.12%	03/01/23	18,000,000.00	17,344,553.06	41,681.11	-	18,000,000.00	17,386,234.17
FHLB Bond	3.02%	08/26/22	19,000,000.00	19,000,000.00	-	-	19,000,000.00	19,000,000.00
FHLB Bond	3.13%	06/09/23	13,000,000.00	13,061,588.19	-	(3,660.70)	13,000,000.00	13,057,927.49
FHLMC Bond	1.45%	05/28/19	13,000,000.00	13,000,000.00	-	(13,000,000.00)	-	-
FHLMC Bond	2.96%	06/28/21	16,000,000.00	16,000,000.00	-	(16,000,000.00)	-	-
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	1.53%	06/15/20	10,000,000.00	10,005,471.80	-	(1,126.55)	10,000,000.00	10,004,345.25
FNMA Bond	1.42%	08/28/20	20,000,000.00	19,994,901.04	899.24	-	20,000,000.00	19,995,800.28
TVA Bond	1.88%	02/15/21	10,000,000.00	10,359,479.06	-	(47,616.59)	10,000,000.00	10,311,862.47
Municipal Bond	1.45%	04/01/19	450,000.00	450,008.98	-	(450,008.98)	-	-
Municipal Bond	1.20%	05/01/19	4,000,000.00	4,001,994.46	-	(4,001,994.46)	-	-
Municipal Bond	1.42%	05/01/19	2,000,000.00	2,000,768.15	-	(2,000,768.15)	-	-
Municipal Bond	1.39%	06/15/19	6,000,000.00	6,000,695.12	-	(6,000,695.12)	-	-
Municipal Bond	1.32%	06/15/19	955,000.00	962,141.77	-	(962,141.77)	-	-
Municipal Bond	1.00%	07/01/19	6,600,000.00	6,612,341.69	-	(12,207.54)	6,600,000.00	6,600,134.15
Municipal Bond	1.73%	07/01/19	2,390,000.00	2,392,757.78	-	(2,727.80)	2,390,000.00	2,390,029.98
Municipal Bond	1.60%	07/01/19	5,000,000.00	5,002,381.49	-	(2,355.60)	5,000,000.00	5,000,025.89
Municipal Bond	1.40%	08/01/19	2,850,000.00	2,873,442.01	-	(17,343.28)	2,850,000.00	2,856,098.73
Municipal Bond	1.53%	08/15/19	625,000.00	631,628.74	-	(4,403.03)	625,000.00	627,225.71
Municipal Bond	1.70%	08/15/19	500,000.00	502,996.64	-	(1,990.47)	500,000.00	501,006.17
Municipal Bond	1.00%	08/15/19	4,020,000.00	4,090,581.17	-	(46,882.38)	4,020,000.00	4,043,698.79
Municipal Bond	2.50%	10/01/19	-	-	5,001,240.00	-	5,000,000.00	5,001,240.00
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	5,137,485.65	-	(40,753.08)	5,096,732.57	5,096,732.57
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,179,030.10	-	(43,665.85)	12,025,000.00	12,135,364.25
Municipal Bond	2.45%	03/15/20	-	-	9,497,032.01	-	9,515,000.00	9,497,032.01
Municipal Bond	1.68%	04/01/20	1,930,000.00	1,954,962.15	-	(6,189.52)	1,930,000.00	1,948,772.63
Municipal Bond	3.23%	04/01/20	365,000.00	363,409.44	394.39	-	365,000.00	363,803.83
Municipal Bond	2.60%	04/15/20	1,100,000.00	1,102,050.70	-	(489.80)	1,100,000.00	1,101,560.90
Municipal Bond	1.65%	05/15/20	5,000,000.00	5,013,781.79	-	(3,051.44)	5,000,000.00	5,010,730.35
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,734,578.83	-	(2,036.62)	1,725,000.00	1,732,542.21
Municipal Bond	1.00%	06/01/20	3,215,000.00	3,228,808.65	-	(2,935.95)	3,215,000.00	3,225,872.70

Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	March 31, 2019			June 30, 2019		
			Par Value	Adjusted Book Value	(Maturity/Call/ Sale/Adjustment)	Par Value	Adjusted Book Value	(Maturity/Call/ Sale/Adjustment)
Municipal Bond	1.62%	07/01/20	10,398,047.41	10,398,047.41	-	10,270,000.00	10,372,605.67	(25,441.74)
Municipal Bond	1.25%	07/01/20	3,000,000.00	3,027,433.01	-	3,000,000.00	3,021,982.35	(5,450.66)
Municipal Bond	1.04%	08/01/20	8,120,000.00	8,115,731.32	794.37	8,120,000.00	8,116,525.69	(3,038.38)
Municipal Bond	1.33%	09/01/20	5,000,000.00	5,017,362.13	-	5,000,000.00	5,014,323.75	(18,849.85)
Municipal Bond	1.15%	02/01/21	13,000,000.00	13,139,405.99	-	13,000,000.00	13,120,556.14	(18,849.85)
Municipal Bond	2.53%	02/01/21	-	-	4,019,829.82	4,000,000.00	4,019,829.82	-
Municipal Bond	2.48%	03/01/21	-	-	594,183.97	580,000.00	594,183.97	-
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	2,381,680.88	-	2,335,000.00	2,375,739.68	(5,941.20)
Municipal Bond	2.62%	05/01/21	3,445,000.00	3,424,775.39	2,415.28	3,445,000.00	3,427,190.67	(2,415.28)
Municipal Bond	2.55%	05/15/21	10,420,000.00	10,352,039.44	7,969.60	10,420,000.00	10,360,009.04	(7,969.60)
Municipal Bond	2.54%	05/15/21	5,000,000.00	4,950,457.44	5,809.76	5,000,000.00	4,956,267.20	(5,809.76)
Municipal Bond	1.80%	06/01/21	535,000.00	543,719.07	-	535,000.00	542,718.52	(1,000.55)
Municipal Bond	1.92%	07/01/21	360,000.00	382,652.46	-	360,000.00	380,147.75	(2,504.71)
Municipal Bond	2.53%	07/01/21	1,550,000.00	1,545,396.70	509.00	1,550,000.00	1,545,905.70	-
Municipal Bond	2.64%	08/01/21	13,360,000.00	13,313,527.18	4,952.02	13,360,000.00	13,318,479.20	(64,950.41)
Municipal Bond	1.90%	08/15/21	6,905,000.00	7,524,526.97	-	6,905,000.00	7,459,576.56	(64,950.41)
Municipal Bond	2.45%	09/01/21	-	-	3,815,655.55	3,780,000.00	3,815,655.55	-
Municipal Bond	2.67%	09/01/21	979,539.13	979,539.13	2,103.89	1,000,000.00	981,643.02	-
Municipal Bond	2.68%	10/01/21	445,000.00	446,269.45	-	445,000.00	446,143.20	(126.25)
Municipal Bond	2.45%	02/15/22	-	-	3,694,124.58	3,685,000.00	3,694,124.58	-
Municipal Bond	2.40%	04/01/22	-	-	628,073.78	615,000.00	628,073.78	-
Municipal Bond	2.55%	04/01/22	1,245,000.00	1,263,603.93	-	1,245,000.00	1,262,060.67	(1,543.26)
Municipal Bond	2.42%	05/15/22	785,000.00	805,716.63	-	785,000.00	804,064.38	(1,652.25)
Municipal Bond	2.34%	05/15/22	-	-	501,913.29	500,000.00	501,913.29	-
Municipal Bond	2.54%	05/15/22	1,200,000.00	1,189,454.90	841.02	1,200,000.00	1,190,295.92	-
Municipal Bond	2.42%	06/30/22	-	-	2,447,009.01	2,250,000.00	2,447,009.01	-
Municipal Bond	2.28%	07/01/22	-	-	996,022.68	1,000,000.00	996,022.68	-
Municipal Bond	2.60%	08/01/22	3,465,480.04	3,465,480.04	6,309.53	3,550,000.00	3,471,789.57	(1,977.53)
Municipal Bond	2.65%	08/01/22	4,591,490.13	4,591,490.13	-	4,565,000.00	4,589,512.60	(2,594.87)
Municipal Bond	2.71%	09/15/22	1,036,042.97	1,036,042.97	-	1,000,000.00	1,033,448.10	-
Municipal Bond	2.61%	10/01/22	940,000.00	931,179.02	627.12	940,000.00	931,806.14	-
Municipal Bond	2.30%	10/01/22	935,000.00	1,019,289.45	-	935,000.00	1,013,296.99	(5,992.46)
Municipal Bond	2.37%	02/01/23	940,000.00	956,968.32	-	940,000.00	955,867.73	(1,100.59)
Municipal Bond	2.85%	05/01/23	20,000,000.00	19,754,548.28	14,970.59	20,000,000.00	19,769,518.87	-
Municipal Bond	3.28%	06/30/23	5,200,000.00	5,648,901.38	-	5,200,000.00	5,622,580.49	(26,320.89)
Municipal Bond	2.47%	07/01/23	1,230,482.23	1,230,482.23	-	1,200,000.00	1,228,696.09	(1,786.14)
Municipal Bond	2.34%	08/01/23	550,000.00	557,009.15	-	550,000.00	556,606.48	(402.67)
Municipal Bond	2.71%	08/01/23	750,000.00	727,873.50	1,271.16	750,000.00	729,144.66	-
Municipal Bond	2.47%	08/01/23	900,000.00	882,045.34	1,031.49	900,000.00	883,076.83	-
Municipal Bond	2.84%	08/01/23	1,000,000.00	1,097,419.95	-	1,000,000.00	1,091,823.22	(5,596.73)
Municipal Bond	2.41%	10/01/23	-	-	1,836,191.80	1,790,000.00	1,836,191.80	-
Municipal Bond	2.70%	10/15/23	990,000.00	1,016,462.14	-	990,000.00	1,015,010.63	(1,451.51)
Municipal Bond	2.63%	03/15/24	-	-	10,100,834.16	10,000,000.00	10,100,834.16	-
Municipal Bond	2.65%	04/01/24	-	-	10,450,716.95	10,360,000.00	10,450,716.95	-
Municipal Bond	2.71%	04/01/24	-	-	791,082.34	750,000.00	791,082.34	-
TOTAL			\$ 623,996,885.22	\$ 625,473,312.50	\$ 130,433,493.71	\$ 636,794,346.24	\$ 642,166,005.18	\$(113,740,801.03)

Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2019			June 30, 2019		
			Par Value	Market Value	Qtr to Qtr Change	Par Value	Market Value	
Legacy One NOW Account	2.50%	07/01/19	19,101,862.79	19,101,862.79	1,093,200.92	20,195,063.71	20,195,063.71	
Legacy NOW Account	2.25%	07/01/19	32,499,282.02	32,499,282.02	(1,101,753.21)	31,397,528.81	31,397,528.81	
Texas Daily	2.41%	07/01/19	22,264,471.65	22,264,471.65	(9,921,342.56)	12,343,129.09	12,343,129.09	
Texas Class	2.50%	07/01/19	95,477,733.05	95,477,733.05	(46,980,909.23)	48,496,823.82	48,496,823.82	
Texas TERM	2.80%	07/10/19	15,000,000.00	15,000,000.00	-	15,000,000.00	15,000,000.00	
Certificate of Deposit	2.32%	06/05/19	10,110,605.54	10,110,605.54	(10,110,605.54)	-	-	
Certificate of Deposit	2.42%	06/11/19	2,793,107.00	2,793,107.00	(2,793,107.00)	-	-	
Certificate of Deposit	2.67%	07/31/19	15,139,037.34	15,139,037.34	-	15,139,037.34	15,139,037.34	
Certificate of Deposit	2.75%	08/22/19	-	-	25,000,000.00	25,000,000.00	25,000,000.00	
Certificate of Deposit	2.60%	01/06/20	-	-	10,347,906.08	10,347,906.08	10,347,906.08	
Certificate of Deposit	2.67%	01/13/20	5,389,311.03	5,389,311.03	-	5,389,311.03	5,389,311.03	
Certificate of Deposit	2.65%	01/15/20	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00	
Certificate of Deposit	2.65%	01/23/20	5,000,000.00	5,000,000.00	-	5,000,000.00	5,000,000.00	
Certificate of Deposit	2.65%	01/30/20	10,660,413.02	10,660,413.02	-	10,660,413.02	10,660,413.02	
Certificate of Deposit	2.70%	03/07/21	10,000,000.00	10,000,000.00	-	10,000,000.00	10,000,000.00	
Certificate of Deposit	2.37%	06/11/21	-	-	15,000,000.00	15,000,000.00	15,000,000.00	
Certificate of Deposit	2.75%	03/10/22	4,811,061.78	4,811,061.78	-	4,811,061.78	4,811,061.78	
Certificate of Deposit	2.04%	06/10/22	-	-	9,844,071.56	9,844,071.56	9,844,071.56	
AID Bond	2.26%	09/18/23	-	-	14,858,142.00	13,000,000.00	14,858,142.00	
FFCB Bond	1.04%	07/12/19	20,000,000.00	19,917,160.00	75,000.00	20,000,000.00	19,992,160.00	
FFCB Bond	3.04%	09/19/22	13,000,000.00	13,314,119.00	175,123.00	13,000,000.00	13,489,242.00	
FFCB Bond	3.12%	03/01/23	18,000,000.00	17,861,076.00	285,678.00	18,000,000.00	18,146,754.00	
FHLB Bond	3.02%	08/26/22	19,000,000.00	19,447,393.00	267,995.00	19,000,000.00	19,715,388.00	
FHLB Bond	3.13%	06/09/23	13,000,000.00	13,487,500.00	195,195.00	13,000,000.00	13,682,695.00	
FHLMC Bond	1.45%	05/28/19	13,000,000.00	12,979,954.00	(12,979,954.00)	-	-	
FHLMC Bond	2.96%	06/28/21	16,000,000.00	16,012,512.00	(16,012,512.00)	-	-	
FNMA Bond	1.45%	09/16/19	12,000,000.00	11,944,320.00	36,708.00	12,000,000.00	11,981,028.00	
FNMA Bond	1.53%	06/15/20	10,000,000.00	9,897,300.00	64,170.00	10,000,000.00	9,961,470.00	
FNMA Bond	1.42%	08/28/20	20,000,000.00	19,705,060.00	175,340.00	20,000,000.00	19,880,400.00	
TVA Bond	1.88%	02/15/21	10,000,000.00	10,269,750.00	47,680.00	10,000,000.00	10,317,430.00	
Municipal Bond	1.45%	04/01/19	450,000.00	450,000.00	(450,000.00)	-	-	
Municipal Bond	1.20%	05/01/19	4,000,000.00	3,996,800.00	(3,996,800.00)	-	-	
Municipal Bond	1.42%	05/01/19	2,000,000.00	1,998,840.00	(1,998,840.00)	-	-	
Municipal Bond	1.39%	06/15/19	6,000,000.00	5,987,400.00	(5,987,400.00)	-	-	
Municipal Bond	1.32%	06/15/19	955,000.00	959,631.75	(959,631.75)	-	-	
Municipal Bond	1.00%	07/01/19	6,600,000.00	6,583,698.00	16,302.00	6,600,000.00	6,600,000.00	
Municipal Bond	1.73%	07/01/19	2,390,000.00	2,387,801.20	2,198.80	2,390,000.00	2,390,000.00	
Municipal Bond	1.60%	07/01/19	5,000,000.00	4,991,250.00	8,750.00	5,000,000.00	5,000,000.00	
Municipal Bond	1.40%	08/01/19	2,850,000.00	2,860,374.00	(7,182.00)	2,850,000.00	2,853,192.00	
Municipal Bond	1.53%	08/15/19	625,000.00	629,456.25	(2,793.75)	625,000.00	626,662.50	
Municipal Bond	1.70%	08/15/19	500,000.00	501,135.00	(530.00)	500,000.00	500,605.00	
Municipal Bond	1.00%	08/15/19	4,020,000.00	4,066,189.80	(29,104.80)	4,020,000.00	4,037,085.00	
Municipal Bond	2.50%	10/01/19	-	-	5,004,950.00	5,000,000.00	5,004,950.00	
Municipal Bond	1.62%	10/15/19	505,000.00	502,313.40	1,686.70	505,000.00	504,000.10	
Municipal Bond	1.60%	02/01/20	5,000,000.00	5,105,250.00	(22,650.00)	5,000,000.00	5,082,600.00	
Municipal Bond	1.49%	02/15/20	12,025,000.00	12,070,334.25	12,866.75	12,025,000.00	12,083,201.00	
Municipal Bond	2.45%	03/15/20	-	-	9,515,761.20	9,515,761.20	9,515,761.20	
Municipal Bond	1.68%	04/01/20	1,930,000.00	1,939,032.40	3,744.20	1,930,000.00	1,942,776.60	
Municipal Bond	3.23%	04/01/20	365,000.00	365,000.00	1,317.65	365,000.00	366,317.65	
Municipal Bond	2.60%	04/15/20	1,100,000.00	1,104,103.00	2,376.00	1,100,000.00	1,106,479.00	
Municipal Bond	1.65%	05/15/20	5,000,000.00	4,972,250.00	26,550.00	5,000,000.00	4,998,800.00	
Municipal Bond	1.78%	06/01/20	1,725,000.00	1,718,565.75	8,642.25	1,725,000.00	1,727,208.00	
Municipal Bond	1.00%	06/01/20	3,215,000.00	3,171,886.85	21,476.20	3,215,000.00	3,193,363.05	

Market Value Comparison

Security Description	Yield	Maturity Date	March 31, 2019			June 30, 2019		
			Par Value	Market Value	Qtr to Qtr Change	Par Value	Market Value	
Municipal Bond	1.62%	07/01/20	10,270,000.00	10,283,864.50	21,567.00	10,270,000.00	10,305,431.50	
Municipal Bond	1.25%	07/01/20	3,000,000.00	2,978,730.00	17,400.00	3,000,000.00	2,996,130.00	
Municipal Bond	1.04%	08/01/20	8,120,000.00	7,955,326.40	81,281.20	8,120,000.00	8,036,607.60	
Municipal Bond	1.33%	09/01/20	5,000,000.00	4,927,750.00	48,150.00	5,000,000.00	4,975,900.00	
Municipal Bond	1.15%	02/01/21	13,000,000.00	12,830,740.00	119,080.00	13,000,000.00	12,949,820.00	
Municipal Bond	2.53%	02/01/21	-	-	4,052,680.00	4,000,000.00	4,052,680.00	
Municipal Bond	2.48%	03/01/21	-	-	598,078.60	580,000.00	598,078.60	
Municipal Bond	2.48%	03/15/21	10,000,000.00	9,979,300.00	119,000.00	10,000,000.00	10,098,300.00	
Municipal Bond	1.84%	03/15/21	2,335,000.00	2,352,722.65	14,103.40	2,335,000.00	2,366,826.05	
Municipal Bond	2.62%	05/01/21	3,445,000.00	3,441,003.80	30,384.90	3,445,000.00	3,471,388.70	
Municipal Bond	2.55%	05/15/21	10,420,000.00	10,397,492.80	87,111.20	10,420,000.00	10,484,604.00	
Municipal Bond	2.54%	05/15/21	5,000,000.00	4,971,050.00	43,800.00	5,000,000.00	5,014,850.00	
Municipal Bond	1.80%	06/01/21	535,000.00	535,679.45	4,756.15	535,000.00	540,435.60	
Municipal Bond	1.92%	07/01/21	360,000.00	376,041.60	2,808.00	360,000.00	378,849.60	
Municipal Bond	2.53%	07/01/21	1,550,000.00	1,546,078.50	12,834.00	1,550,000.00	1,558,912.50	
Municipal Bond	2.64%	08/01/21	13,360,000.00	13,351,984.00	122,778.40	13,360,000.00	13,474,762.40	
Municipal Bond	1.90%	08/15/21	6,905,000.00	7,437,513.60	7,733.60	6,905,000.00	7,445,247.20	
Municipal Bond	2.45%	09/01/21	-	-	3,854,466.00	3,780,000.00	3,854,466.00	
Municipal Bond	2.67%	09/01/21	1,000,000.00	980,750.00	12,550.00	1,000,000.00	993,300.00	
Municipal Bond	2.68%	10/01/21	445,000.00	447,202.75	3,568.90	445,000.00	450,771.65	
Municipal Bond	2.45%	02/15/22	-	-	3,732,610.20	3,685,000.00	3,732,610.20	
Municipal Bond	2.40%	04/01/22	-	-	635,916.15	615,000.00	635,916.15	
Municipal Bond	2.55%	04/01/22	1,245,000.00	1,270,896.00	10,482.90	1,245,000.00	1,281,378.90	
Municipal Bond	2.42%	05/15/22	785,000.00	805,284.40	10,778.05	785,000.00	816,062.45	
Municipal Bond	2.34%	05/15/22	-	-	506,550.00	500,000.00	506,550.00	
Municipal Bond	2.54%	05/15/22	1,200,000.00	1,196,460.00	13,848.00	1,200,000.00	1,210,308.00	
Municipal Bond	2.42%	06/30/22	-	-	2,476,597.50	2,250,000.00	2,476,597.50	
Municipal Bond	2.28%	07/01/22	-	-	1,000,820.00	1,000,000.00	1,000,820.00	
Municipal Bond	2.60%	08/01/22	3,550,000.00	3,461,179.00	62,551.00	3,550,000.00	3,523,730.00	
Municipal Bond	2.65%	08/01/22	4,565,000.00	4,588,144.55	81,348.30	4,565,000.00	4,669,492.85	
Municipal Bond	2.71%	09/15/22	1,000,000.00	1,029,580.00	7,750.00	1,000,000.00	1,037,330.00	
Municipal Bond	2.61%	10/01/22	940,000.00	937,368.00	9,879.40	940,000.00	947,247.40	
Municipal Bond	2.30%	10/01/22	935,000.00	1,015,194.95	9,527.65	935,000.00	1,024,722.60	
Municipal Bond	2.37%	02/01/23	940,000.00	951,251.80	15,256.20	940,000.00	966,508.00	
Municipal Bond	2.85%	05/01/23	20,000,000.00	19,854,600.00	422,800.00	20,000,000.00	20,277,400.00	
Municipal Bond	3.28%	06/30/23	5,200,000.00	5,828,420.00	46,748.00	5,200,000.00	5,875,168.00	
Municipal Bond	2.47%	07/01/23	1,200,000.00	1,226,904.00	9,444.00	1,200,000.00	1,236,348.00	
Municipal Bond	2.34%	08/01/23	550,000.00	552,189.00	10,301.50	550,000.00	562,490.50	
Municipal Bond	2.71%	08/01/23	750,000.00	728,542.50	15,090.00	750,000.00	743,632.50	
Municipal Bond	2.47%	08/01/23	900,000.00	874,251.00	18,108.00	900,000.00	892,359.00	
Municipal Bond	2.84%	08/01/23	1,000,000.00	1,105,940.00	14,180.00	1,000,000.00	1,120,120.00	
Municipal Bond	2.41%	10/01/23	-	-	1,868,258.80	1,790,000.00	1,868,258.80	
Municipal Bond	2.70%	10/15/23	990,000.00	1,016,512.20	25,373.70	990,000.00	1,041,885.90	
Municipal Bond	2.63%	03/15/24	-	-	10,253,400.00	10,000,000.00	10,253,400.00	
Municipal Bond	2.65%	04/01/24	-	-	10,712,654.40	10,360,000.00	10,712,654.40	
Municipal Bond	2.71%	04/01/24	-	-	802,170.00	750,000.00	802,170.00	
TOTAL			\$ 623,996,885.22	\$ 625,680,288.32	\$ 20,764,290.57	\$ 638,794,346.24	\$ 646,444,578.89	

Book Value Allocation						
	March 31, 2019		June 30, 2019		Previous Quarter Comparison	
	% Equity in Treasury Pool	Book Value Fund Allocation	% Equity in Treasury Pool	Book Value Fund Allocation	Change (%)	Book Value Change (\$)
General Fund	21.34%	133,461,073.01	14.81%	95,122,075.87	-6.52%	(38,338,997.14)
Debt Service Fund	6.94%	43,400,451.59	6.84%	43,927,208.03	-0.10%	526,756.44
Capital Projects Funds	26.68%	166,884,424.98	35.30%	226,712,400.41	8.62%	59,827,975.43
Enterprise Funds	14.63%	91,499,507.50	13.28%	85,295,912.61	-1.35%	(6,203,594.89)
Special Revenue Funds	14.91%	93,282,029.52	14.84%	95,297,693.52	-0.07%	2,015,663.99
Internal Service Funds	13.09%	81,886,885.20	12.57%	80,716,110.36	-0.52%	(1,170,774.84)
Agency Funds	0.48%	2,993,214.03	0.46%	2,922,421.05	-0.02%	(70,792.98)
Component Units	2.01%	12,566,936.51	1.96%	12,615,918.93	-0.04%	48,982.42
115 Trust	-0.08%	(501,209.84)	-0.07%	(443,735.59)	0.01%	57,474.25
Totals	100.00%	625,473,312.50	100.00%	642,166,005.18		16,692,692.68

Market Value Allocation						
	March 31, 2019		June 30, 2019		Previous Quarter Comparison	
	% Equity in Treasury Pool	Market Value Fund Allocation	% Equity in Treasury Pool	Market Value Fund Allocation	Change (%)	Market Value Change (\$)
General Fund	21.34%	133,505,236.71	14.81%	95,755,847.83	-6.52%	(37,749,388.88)
Debt Service Fund	6.94%	43,414,813.27	6.84%	44,219,882.82	-0.10%	805,069.55
Capital Projects Funds	26.68%	166,939,648.83	35.30%	228,222,922.16	8.62%	61,283,273.33
Enterprise Funds	14.63%	91,529,785.67	13.28%	85,864,215.58	-1.35%	(5,665,570.08)
Special Revenue Funds	14.91%	93,312,897.55	14.84%	95,932,635.58	-0.07%	2,619,738.03
Internal Service Funds	13.09%	81,913,982.44	12.57%	81,253,899.38	-0.52%	(660,083.06)
Agency Funds	0.48%	2,994,204.51	0.46%	2,941,892.33	-0.02%	(52,312.18)
Component Units	2.01%	12,571,095.04	1.96%	12,699,975.29	-0.04%	128,880.25
115 Trust	-0.08%	(501,375.70)	-0.07%	(446,692.08)	0.01%	54,683.62
Totals	100.00%	625,680,288.32	100.00%	646,444,578.89		20,764,290.57

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

ORDINANCE NO. 2019-9-5

An Ordinance of the City of Plano, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company") regarding the Company's 2019 Rate Review Mechanism ("RRM") filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached exhibit regarding amortization of regulatory liability; requiring the Company to reimburse ACSC's reasonable ratemaking expenses; determining that this Ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and agreeing that City will deliver this Ordinance to the Company and the ACSC's legal counsel.

WHEREAS, the City of Plano, Texas ("City") is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of similarly-situated cities served by Atmos Mid-Tex ("ACSC Cities") that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2019, Atmos Mid-Tex filed its 2019 RRM rate request with ACSC Cities based on a test year ending December 31, 2018; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2019 RRM filing through its Executive Committee, assisted by ACSC's attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$35.4 million applicable to ACSC Cities; and

WHEREAS, the attached tariffs ("Exhibit A") implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits ("Exhibit B"); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability ("Exhibit C"); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications.

ORDINANCE NO. 2019-9-5

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

Section I. That the findings set forth in this Ordinance are hereby in all things approved.

Section II. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$35.4 million for ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2019 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

Section III. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$35.4 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section IV. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section V. That amortization of regulatory liability shall be consistent with the schedule found in attached Exhibit C attached hereto and incorporated herein.

Section VI. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2019 RRM filing.

Section VII. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section VIII. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

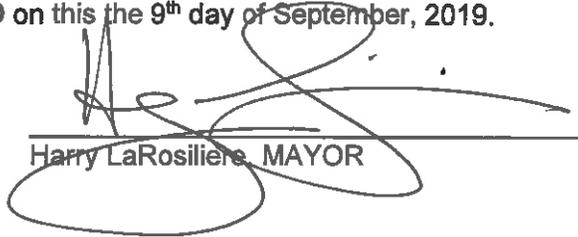
Section IX. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section X. That consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2019.

Section XI. That a copy of this Ordinance shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

ORDINANCE NO. 2019-9-5

DULY PASSED AND APPROVED on this the 9th day of September, 2019.



Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 19.55 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 19.60 per month
Commodity Charge – All <u>Ccf</u>	\$0.17423 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 46.50 per month
Rider CEE Surcharge	\$ 0.02 per month ²
Total Customer Charge	\$ 46.52 per month
Commodity Charge – All Ccf	\$ 0.09924 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2019.

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 845.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.3572 per MMBtu
Next 3,500 MMBtu	\$ 0.2616 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0561 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

Exhibit A

MID-TEX DIVISION
ATMOS ENERGY CORPORATION

RRC Tariff No:

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2019	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

- Where
- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
 - $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
 - R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
 - HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
 - NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
 - ADD = billing cycle actual heating degree days.
 - BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_j = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

Exhibit A

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 11/01/2019	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.77	0.1487	88.49	0.7036
Austin	9.04	0.1537	201.48	1.0000
Dallas	13.07	0.2202	184.64	1.1385
Waco	8.77	0.1470	135.70	0.7744
Wichita Falls	11.40	0.1468	117.90	0.5943

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNA's factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2018**

Line No.	Description (a)	Shared Services (b)		Post-Employment Benefit Plan (c)		Pension Account Plan (d)		Mid-Tex Direct Supplemental Executive Benefit Plan (e)		Post-Employment Benefit Plan (f)	Adjustment Total (g)
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan		
1	Proposed Benefits Benchmark - Fiscal Year 2019 Willis Towers Watson Report as adjusted (1) (2) (3)	\$ 2,744,088	\$ 2,267,927	\$ 4,724,119	\$ 193,211	\$ 193,211	\$ 2,621,842				
2	Allocation to Mid-Tex	43.48%	43.48%	73.88%	100.00%	100.00%	73.88%				
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051					
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%				
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	\$ 1,193,029	\$ 986,012	\$ 3,490,241	\$ 193,211	\$ 1,937,051	\$ 7,799,544				
6											
7											
8	Summary of Costs to Approve (1):										
9											
10	O&M Expense Factor (WP_F-2.3, Ln 2)	81.35%	81.35%	38.28%	16.24%	38.28%					
11											
12											
13	Total Pension Account Plan	\$ 970,514	\$ 802,108	\$ 1,336,038	\$ 31,377	\$ 2,306,553					
14	Total Post-Employment Benefit Plan					\$ 741,489	\$ 1,543,597				
15	Total Supplemental Executive Benefit Plan				\$ 31,377		\$ 31,377				
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 970,514	\$ 802,108	\$ 1,336,038	\$ 31,377	\$ 741,489	\$ 3,881,527				

Notes:

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. The Company is requesting that the benchmark amount approved by the RRM Cities for future periods include only the expense amount. The amount attributable to capital would continue to be recorded to utility plant through the overhead process as described in the CAM.
3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.

**ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2018
AMORTIZATION OF REGULATORY LIABILITY**

Line No.	Year Ended Dec. 31	Beginning of Year		Annual Amortization (2)	End of Year Rate Base Adjustment Amount
		Rate Base Adjustment Amount (1)	Rate Base Adjustment Amount (d)		
		(a)	(b)	(c)	(d)
1	2018	\$	290,043,948	\$ -	290,043,948
2	2019		290,043,948	12,085,165	277,958,784
3	2020		277,958,784	12,085,165	265,873,619
4	2021		265,873,619	12,085,165	253,788,455
5	2022		253,788,455	12,085,165	241,703,290
6	2023		241,703,290	12,085,165	229,618,126
7	2024		229,618,126	12,085,165	217,532,961
8	2025		217,532,961	12,085,165	205,447,797
9	2026		205,447,797	12,085,165	193,362,632
10	2027		193,362,632	12,085,165	181,277,468
11	2028		181,277,468	12,085,165	169,192,303
12	2029		169,192,303	12,085,165	157,107,139
13	2030		157,107,139	12,085,165	145,021,974
14	2031		145,021,974	12,085,165	132,936,810
15	2032		132,936,810	12,085,165	120,851,645
16	2033		120,851,645	12,085,165	108,766,481
17	2034		108,766,481	12,085,165	96,681,316
18	2035		96,681,316	12,085,165	84,596,152
19	2036		84,596,152	12,085,165	72,510,987
20	2037		72,510,987	12,085,165	60,425,823
21	2038		60,425,823	12,085,165	48,340,658
22	2039		48,340,658	12,085,165	36,255,494
23	2040		36,255,494	12,085,165	24,170,329
24	2041		24,170,329	12,085,165	12,085,165

Exhibit C

25	2042	12,085,165	12,085,165	(0)
27				
28				
29	Revenue Related Tax Factor		6.71% See WP_F-5.1	
30	Revenue Related Taxes on Annual Amortization (see WP_B-6.3)	\$	810,653 Factor	
31	Related Taxes (see WP_B-6.3)	\$	<u>12,905,421</u> Amortization + Taxes	
32				
33	Notes:			
34	1. The beginning 2018 balance is the September, 2018 balance. The regulatory			
35	liability for excess deferred taxes is an estimate. This estimate will be			
36	finalized when the Company files its federal tax return in July, 2019. To the			
37	extent that this estimate changes with the filing of the Company's tax return,			
38	the Company will 'true-up' the amount in the 2020 RRM filing.			
39	2. The annual amortization of a 24 year recovery period is based on the			
40	Reverse South Georgia Method.			
41	3. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.			

ORDINANCE NO. 2019-9-6

Zoning Case 2019-004

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Planned Development-32-Regional Commercial on 46.1 acres of land out of the Collin County School Land Survey, Abstract No. 153, and the S.A. & M.G. RR. CO Survey, Abstract No. 880, located at the southwest corner of State Highway 121 and Razor Boulevard, in the City of Plano, Collin County, Texas, in order to modify development standards; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 9th day of September 2019, for the purpose of considering amending Planned Development-32-Regional Commercial on 46.1 acres of land out of the Collin County School Land Survey, Abstract No. 153, and the S.A. & M.G. RR. CO Survey, Abstract No. 880, located at the southwest corner of State Highway 121 and Razor Boulevard, in the City of Plano, Collin County, Texas; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 9th day of September 2019; and

WHEREAS, the City Council is of the opinion and finds that such amendment would not be detrimental to the public health, safety, or general welfare, and will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to amend Planned Development-32-Regional Commercial on 46.1 acres of land out of the Collin County School Land Survey, Abstract No. 153, and the S.A. & M.G. RR. CO Survey, Abstract No. 880, located at the southwest corner of State Highway 121 and Razor Boulevard, in the City of Plano, Collin County, Texas, in order to modify development standards, said property being described in the legal description on Exhibit A attached hereto.

ORDINANCE NO. 2019-9-6

Section II. The change granted in Section I is granted subject to the following:

Restrictions:

The permitted uses and standards shall be in accordance with the Regional Commercial (RC) zoning district, unless otherwise specified herein:

1. Uses:

- a. Single-family residence attached and single-family residence detached are additional permitted uses. A maximum of 100 single-family residence units may be constructed.
- b. Food truck park is an additional permitted use.
- c. Freestanding restaurants must comply with the following standards:
 - i. When located adjacent to the east-west minor street, there is no minimum building size and drive-through windows are prohibited. These buildings must not be located within 150 feet of a residential lot.
 - ii. In all other areas, buildings must have a minimum of 5,000 square feet of gross floor area and no drive-through window.

2. General Standards:

- a. Setbacks
 - i. Minimum residential setback:
 - a) 600 feet from the centerline of the main lanes of S. H. 121;
 - b) 50 feet from the southern zoning district boundary; and
 - c) 39 feet from the western zoning district boundary.
 - ii. Nonresidential buildings fronting a minor street must have a minimum of 75% of their facade within 30 feet of the back of curb or public open space unless restricted by easements. Where easements are present, a minimum of 75% of each facade must be built to the easement line.
- b. To buffer the residential uses, one of the following two conditions must be met, either:
 - i. Condition 1: A nonresidential building or buildings, including parking structures, must be constructed between residential uses and the

ORDINANCE NO. 2019-9-6

frontage road of S. H. 121 per the following standards. The nonresidential building(s) must be a minimum of two stories and must buffer no less than 60% of the single-family residential lots.

- ii. **Condition 2:** A minimum 100-foot wide irrigated landscape edge (as measured from the front property line) must be provided adjacent to S. H. 121 beginning on the west side of the drainage and floodway easement extending to the western property line. The landscape edge shall include a landscaped berm with a minimum height of 6 feet and a minimum slope of 4:1 consisting of trees, shrubs, groundcover, and related elements. A minimum of one 3-inch caliper shade tree and one 3-inch caliper ornamental tree (7-foot planted height) shall be placed per 50 feet of frontage.
- c. **Block Length:** The maximum block length is 600 feet, except as may be required for park, hospital, or school use.
- d. All signage along the east-west minor street must be consistent with the signage standards of Subsection 10.800.6 (Signs) of Section 10.800 (Downtown/Business Government) of Article 10 (Nonresidential Districts) of the Zoning Ordinance.
- e. Parking must be in conformance with Article 16 (Parking and Loading) of the Zoning Ordinance, with the following exception:
 - i. Parking within 500 feet of a theater may be dedicated and used for joint parking facilities if provided in conformance with Section 16.900 (Joint Parking Facilities) of the Zoning Ordinance.

3. Phasing:

- a. Prior to or concurrent with the approval of a building permit for the first phase of single-family development, not to exceed 50 lots, the following requirements must be met:
 - i. A building permit for a minimum of 45,000 square feet of nonresidential uses, to include a minimum 10,000 square feet of restaurant and/or retail uses;
 - ii. A preliminary plat for a minimum of 2 acres of open space.
- b. Prior to or concurrent with the approval of a building permit for any of the remaining single-family lots, the following must be approved:
 - i. A building permit for a minimum of 50,000 square feet of nonresidential uses.

ORDINANCE NO. 2019-9-6

- ii. A preliminary plat for the remaining open space.
4. **Streets and Sidewalks:** Streets and sidewalks must be built in conformance with the Urban Mixed-Use zoning district except as noted below:
- a. The planned development must include the following:
 - i. An east-west minor street beginning at Razor Boulevard and extending to a distance no less than 80 feet from the western boundary line of the planned development.
 - ii. A north-south minor street beginning at Razor Boulevard and extending to the east-west minor street.
 - iii. Single-family lots fronting on a minor street must provide a direct sidewalk connection to the sidewalk along the minor street.
5. **Single-Family Residence Standards:**
- a. Single-family residence attached units must be constructed in accordance with the Urban Mixed-Use District area, yard, and bulk requirements.
 - b. Single-family residence detached units must be constructed in accordance with the following standards:
 - i. Each dwelling unit must be on an individually-platted lot. Lots must gain access from a major, minor, or mews street.
 - ii. Minimum Lot Area: 1,500 square feet.
 - iii. Minimum Lot Width: 25 feet (interior); 30 feet (corner).
 - iv. Minimum Lot Depth: 60 feet.
 - v. Maximum Height: 3 story, 45 feet.
 - vi. Front Yard Setbacks: 75% of the building face shall be within 25 feet of the street easement unless restricted by easements. If easements are present, 75% of the building face shall be built to the easement line.
 - vii. Side Yard Setback: None. Buildings must be separated by a minimum distance of 3 feet. A minimum 3-foot wide maintenance easement must be placed between buildings to allow for property owner maintenance. The easement may be split between lots as long as a minimum 3 foot distance is provided.

ORDINANCE NO. 2019-9-6

viii. **Minimum Rear Yard Setback:** Second and third stories may extend a maximum of 2.5 feet into the rear yard setback.

ix. **Maximum Lot Coverage:** 80%.

c. The following standards apply to all single-family uses:

- i. No more than 55% of lots may abut a mews street as their only point of frontage and access.
- ii. Single-family residence lots are exempt from the special residential setback slope requirement.
- iii. For lots with frontage on the east-west minor street and drainage and floodway easement, stoops and landscape areas must be provided adjacent to the building extending a minimum distance of 5 feet into the area between the front facade of the building and the sidewalk. Stoops must connect to sidewalks along the street and sidewalks or trails within the drainage and floodway easement to provide access to residents.
- iv. Garage entrances are allowed only from the north-south minor street, a mews street, or an alley. The distance from the garage to the travel lane of the alley or mews street must be 5 feet or less or 20 feet or greater in length.
- v. Each dwelling unit must have a garage with a minimum of 2 parking spaces. Garage entrances are allowed only from a mews street or alley. The elimination of the garage spaces, by enclosing the garage with a stationary wall, is prohibited.
- vi. **Parking:** 0.25 visitor parking spaces per unit must be provided within 600 feet of each unit.

6. **Open Space:**

- a. A usable open space plan must be submitted as part of any concept plan, preliminary site plan or site plan application. The usable open space plan must be in conformance with Section 13.800 (Usable Open Space).
- b. A minimum of 4.0 acres of public open space must be provided with the following standards:
 - i. A maximum of 2.4 acres of the required open space may be located within a floodplain or drainage and floodway easement if the following improvements are installed/constructed:
 - a) In addition to the required screening, a variety of native trees and shrubs must be planted to create a natural aesthetic for residents

ORDINANCE NO. 2019-9-6

and guests as approved on the landscape plan.

- b) North of Cinema Drive: A 12-foot wide pedestrian trail is constructed within the drainage and floodway easement, and two 6-foot wide sidewalks are constructed outside of the drainage and floodway easement adjacent to single-family homes and connecting to and from streets.
 - c) South of Cinema Drive: A 12-foot wide concrete pedestrian trail is constructed outside of the drainage and floodway easement adjacent to single-family homes and connecting to and from streets.
- ii. The remaining 1.6 acres must meet the General Standard requirements of Section 13.800 "Usable Open Space" of the Zoning Ordinance. At least one plaza or open space a minimum of 0.5 acre shall be located adjacent to the east-west major/minor street. Required open space must be open to the public at all times and have a minimum dimension of 30 feet long by 25 feet wide.

7. Fencing and Screening:

- a. Fencing is restricted to wrought iron, tubular steel, tubular aluminum, or masonry. Fencing must be at least 50% open construction. Fences in the front yard must have an operable gate that opens to the street.
- b. For all nonresidential properties, with the exception of patios, stoops, and balconies, fencing is not permitted in front of any building face.
- c. An irrigated landscape screen and a masonry screening wall or tubular steel fence must be placed between the development and the Pasquinelli's Willow Crest Subdivision. The landscape screen must grow to a height of at least 15 feet within 2 years of installation.

Section III. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning classification established by this Ordinance.

Section IV. All provisions of the ordinances of the City of Plano in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinance shall remain in full force and effect.

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

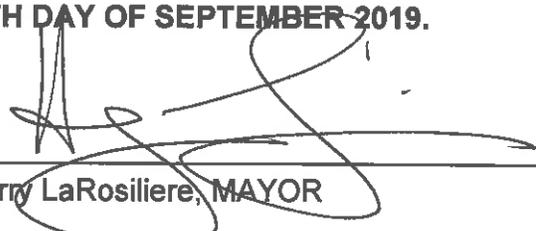
ORDINANCE NO. 2019-9-6

Section VI. 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) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section VIII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 9TH DAY OF SEPTEMBER 2019.



Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

Zoning Case 2019-004

BEING A 46.075 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 153, AND THE S.A. & M.G. RR. CO SURVEY, ABSTRACT NO. 880, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING ALL OF LOTS 2, 4, 5, 6, 7, 8, 9, 10, AND 4X, BLOCK A OF MUSTANG SQUARE AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE CONVEYANCE PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 524, PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), BEING ALL OF LOT 3, BLOCK A OF MUSTANG SQUARE ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2018, PAGE 192, P.R.C.C.T., AND BEING OUT OF THE REMAINDER OF A CALLED 12.000 ACRE TRACT OF LAND AND THE REMAINDER OF A CALLED 24.368 ACRE TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEEDS WITH VENDOR'S LIEN TO PERFECT LAND DEVELOPMENT LLC, RECORDED IN INSTRUMENT NUMBERS 20170131000132870 AND 20161104001502130, OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND ALL OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO DHANAM REALTY LLC RECORDED IN INSTRUMENT NUMBER 20180420000466170, O.P.R.C.C.T., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CUT "X" FOUND FOR THE MOST SOUTHERLY CORNER OF SAID LOT 7, BLOCK A, SAME BEING THE MOST EASTERLY CORNER OF LOT 10, BLOCK I OF PASQUINELLI'S WILLOW CREST, PHASE 3, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2007, PAGE 647, P.R.C.C.T., AND BEING IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF RASOR BOULEVARD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY);

THENCE DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID RASOR BOULEVARD ALONG THE COMMON LINE OF SAID LOT 7, BLOCK A AND SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION, THE FOLLOWING CALLS:

NORTH 43°45'01" WEST, A DISTANCE OF 559.16 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR AN ANGLE POINT IN THE SOUTHERLY LINE OF SAID LOT 7, BLOCK A, SAME BEING THE MOST NORTHERLY CORNER OF LOT 24, BLOCK F OF SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION;

SOUTH 62°43'122" WEST, A DISTANCE OF 651.39 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 7, BLOCK A, SAME BEING THE MOST EASTERLY CORNER OF LOT 3, BLOCK A OF HAGGAR RETAIL CENTER, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET K, PAGE 616, P.R.C.C.T., SAID POINT ALSO BEING IN THE NORTHERLY LINE OF LOT 13, BLOCK F OF SAID PASQUINELLI'S WILLOW CREST, PHASE 3 ADDITION;

THENCE NORTH 26°15'57" WEST, ALONG THE COMMON LINE OF SAID LOT 7, BLOCK A, AND SAID LOT 3, BLOCK A, A DISTANCE OF 145.50 FEET TO A 5/8-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR CORNER;

THENCE ALONG THE WEST LINE OF LOTS 7, 4X, AND 3, BLOCK A OF SAID MUSTANG SQUARE, THE FOLLOWING CALLS:

NORTH 20°59'49" WEST, A DISTANCE OF 302.63 FEET TO A 5/8- INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "STANTEC" FOUND FOR CORNER;

NORTH 20°59'49" WEST, A DISTANCE OF 350.73 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID LOT 3, BLOCK A, SAME BEING THE NORTHEAST CORNER OF LOT 2R, BLOCK A OF HAGGAR SQUARE RETAIL CENTER AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET Q, PAGE 200, P.R.C.C.T., AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 121 (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), AND FROM WHICH A 5/8-INCH IRON ROD BEARS NORTH 36°58' EAST, A DISTANCE OF 0.47 FEET FOUND;

Exhibit "A" to Ordinance No. 2019-9-6

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE, OVER AND ACROSS SAID STATE HIGHWAY NO. 121, THE FOLLOWING CALLS:

NORTH 26°46'13" WEST, A DISTANCE OF 211.15 FEET TO A POINT FOR CORNER;

NORTH 63°13'47" EAST, A DISTANCE OF 833.00 FEET TO A POINT FOR CORNER;

SOUTH 26°46'13" EAST, A DISTANCE OF 244.18 FEET TO A POINT FOR THE MOST NORTHERLY CORNER OF SAID LOT 4, BLOCK A, SAME BEING THE MOST WESTERLY CORNER OF LOT 1R, BLOCK A OF SAID MUSTANG SQUARE ADDITION, AND FROM WHICH A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" BEARS NORTH 66°23' WEST, A DISTANCE OF 0.31 FEET, AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121;

THENCE DEPARTING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121, ALONG THE COMMON LINE OF SAID LOT 4, BLOCK A AND SAID LOT 1R, BLOCK A, THE FOLLOWING CALLS:

SOUTH 66°33'33" EAST, A DISTANCE OF 89.66 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR CORNER;

SOUTH 46°16'11" EAST, A DISTANCE OF 45.99 FEET TO A 5/8-INCH IRON ROD FOUND FOR CORNER;

SOUTH 29°36'50" EAST, A DISTANCE OF 56.78 FEET TO A 5/8-INCH IRON ROD WITH PLASTIC CAP STAMPED "PROBECK 5187" FOUND FOR CORNER;

SOUTH 02°35'23" EAST, AT A DISTANCE OF 194.83 FEET PASSING THE NORTH LINE OF SAID LOT 4X, BLOCK A, CONTINUING OVER AND ACROSS SAID LOT 4X, BLOCK A IN ALL FOR A TOTAL DISTANCE OF 194.83 FEET TO A POINT FOR CORNER;

THENCE CONTINUING OVER AND ACROSS SAID LOT 4X, BLOCK A, THE FOLLOWING CALLS:

NORTH 63°21'18" EAST, A DISTANCE OF 329.85 FEET TO A POINT FOR CORNER;

NORTH 26°38'42" WEST, A DISTANCE OF 333.00 FEET TO A POINT FOR CORNER IN SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE HIGHWAY NO. 121;

THENCE DEPARTING THE SOUTHERLY RIGHT-OF-WAY LINE, AND OVER AND ACROSS SAID STATE HIGHWAY NO. 121 AND RASOR BOULEVARD (VARIABLE WIDTH PUBLIC RIGHT-OF-WAY), THE FOLLOWING CALLS:

NORTH 26°46'13" WEST, A DISTANCE OF 258.61 FEET TO A POINT FOR CORNER;

NORTH 63°13'47" EAST, A DISTANCE OF 951.51 FEET TO A POINT FOR CORNER IN THE CENTERLINE INTERSECTION OF SAID STATE HIGHWAY NO. 121 AND SAID RASOR BOULEVARD;

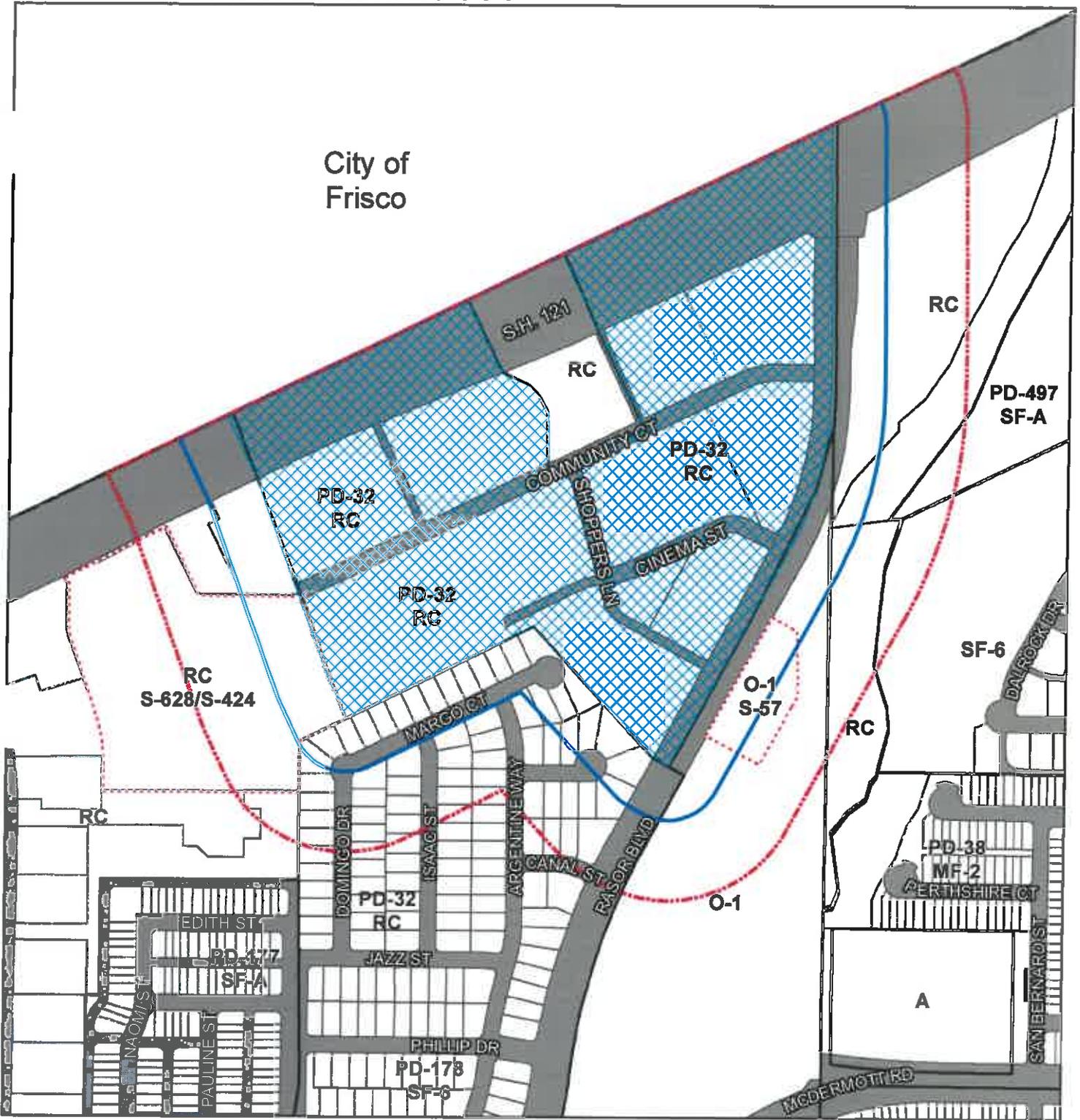
SOUTH 00°00'58" EAST, A DISTANCE OF 838.40 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,050.00 FEET;

SOUTHWESTERLY WITH SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 28°08'34" FOR AN ARC LENGTH OF 515.74 FEET HAVING A CHORD BEARING OF SOUTH 13°41'50" WEST AND A CHORD DISTANCE OF 510.57 FEET TO THE POINT OF TANGENCY;

SOUTH 27°46'01" WEST, A DISTANCE OF 764.26 FEET TO A POINT FOR CORNER;

NORTH 62°13'59" WEST, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING;
CONTAINING A COMPUTED AREA OF 46.075 ACRES OR 2,007,027 SQUARE FEET OF LAND.

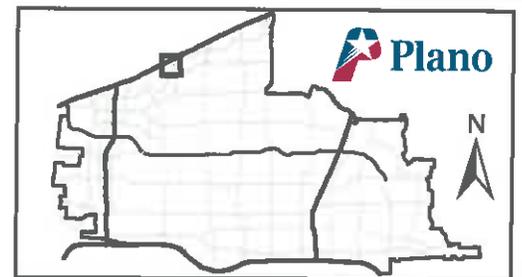
City of Frisco



Zoning Case: 2019-004

Existing Zoning: Planned Development-32-Regional Commercial (PD-32-RC) and located within the State Highway 121 Overlay District

Proposed Zoning: Amend Planned Development-32-Regional Commercial (PD-32-RC) and located within the State Highway 121 Overlay District



- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- City Limits
- Zoning Boundary
- Streets
- Specific Use Permit



ORDINANCE NO. 2019-9-7

An Ordinance of the City of Plano, Texas, approving and adopting the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2019, and terminating September 30, 2020; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, public hearings were held on August 12, 2019 and August 17, 2019, by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget of the City of Plano for Fiscal Year 2019-20 as filed and submitted by the City Manager in accordance with provisions of the City Charter and state and federal statutes; and

WHEREAS, during said public hearings, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Operating Budget, after which said public hearings were closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the Operating Budget hereinafter set forth is proper and should be approved and adopted.

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

Section I. Subject to the applicable provisions of state law and the City Charter, the Operating Budget for the Fiscal Year beginning October 1, 2019, and terminating September 30, 2020, as filed and submitted by the City Manager and shown attached as Exhibit "A", and adjusted by the City Council, containing estimates of resources and revenues for the year from all of the various sources, and the projects, operations, activities, and purchases proposed to be undertaken during the year, together with the estimated costs thereof, and estimated amounts of all other proposed expenditures, is hereby approved and adopted, as follows:

A.	General Fund - Operating Appropriation:	\$281,748,145
B.	General Fund - Transfer to Capital Maintenance Fund:	35,250,549
C.	General Fund - Transfer to Risk Management Fund:	4,800,000
D.	General Fund - Transfer to Technology Fund:	2,000,000
E.	General Fund - Transfer to Technology Services Replacement Fund:	1,000,000
F.	General Fund - Transfer to PTV Fund:	250,000
G.	General Fund - Transfer to Economic Development Incentive Fund:	8,924,828
H.	Convention & Tourism Fund - Operating Appropriation:	12,402,502

ORDINANCE NO. 2019-9-7

I.	Convention & Tourism Fund - Transfer to General Fund:	1,030,688
J.	Convention & Tourism Fund - Transfer to Capital Maintenance Fund:	850,000
K.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
L.	Convention & Tourism Fund - Transfer to Revenue Debt:	1,100,000
M.	Water & Sewer Fund - Operating Appropriation:	136,017,434
N.	Water & Sewer Fund - Transfer to General Fund:	17,421,787
O.	Water & Sewer Fund - Transfer to Water & Sewer CIP:	12,500,000
P.	Water & Sewer Fund - Transfer to Capital Maintenance Fund:	2,000,000
Q.	Water & Sewer Fund - Transfer to Water & Sewer Debt Service Fund:	3,267,700
R.	Water & Sewer Fund - Transfer to Risk Management Fund:	853,271
S.	Water & Sewer Fund - Transfer to Technology Fund:	300,000
T.	Water & Sewer Fund - Transfer to Technology Services Fund:	3,641,609
U.	Sustainability & Environmental Services Fund - Operating Appropriation:	26,240,668
V.	Sustainability & Environmental Services Fund - Transfer to General Fund:	2,340,311
W.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
X.	Sustainability & Environmental Services Fund - Transfer to Risk Management Fund:	426,717
Y.	Municipal Drainage Fund - Operating Appropriation:	4,491,403
Z.	Municipal Drainage Fund - Transfer to General Fund:	532,050

ORDINANCE NO. 2019-9-7

AA.	Municipal Drainage Fund - Transfer to Capital Maintenance Fund:	500,000
BB.	Municipal Drainage Fund - Transfer to Technology Fund:	20,000
CC.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	2,497,531
DD.	Recreation Revolving Fund - Operating Appropriation:	4,018,977
EE.	Recreation Revolving Fund - Transfer to General Fund:	440,187
FF.	Golf Course Fund - Operating Appropriation:	964,960
GG.	Risk Management Fund - Operating Appropriation:	6,978,287
HH.	HUD Grant Fund - Operating Appropriation:	1,974,824
II.	PTV Fund - Operating Appropriation:	1,846,929
JJ.	Criminal Investigation Fund - Operating Appropriation:	2,820,130
KK.	Technology Fund - Operating Appropriation:	2,977,965
LL.	Technology Fund - Transfer to PTV Fund:	250,000
MM.	Technology Services Replacement Fund - Operating Appropriation:	3,768,000
NN.	General Obligation Bond - Debt Service Appropriation:	48,643,108
OO.	Water & Sewer Revenue Bond - Debt Service Appropriation:	3,267,700

ORDINANCE NO. 2019-9-7

Section II. This ordinance shall be in full force and effect from and after its adoption.

DULY PASSED AND APPROVED this the 9th day of September, 2019.



Harry LaRosiliere, **MAYOR**

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

Exhibit "A" to Ordinance No. 2019-9-7

COMBINED OPERATING BUDGET

	Actuals 2016-17	Actuals 2017-18	Budget 2018-19	Re-Est 2018-19	Budget 2019-20	Variance	
						Bud to Bud	Est to Bud
BEGINNING BALANCES							
Operating Funds:							
General Fund	\$54,189,973	\$51,635,123	\$35,418,179	\$52,213,524	\$42,612,028	20.3%	-18.4%
Water & Sewer Fund	31,813,974	23,418,929	23,731,167	35,236,651	25,592,177	7.8%	-27.4%
Sustainability & Env. Svc. Fund	4,982,408	5,268,641	4,492,983	3,976,958	2,532,892	-43.6%	-36.3%
Convention & Tourism Fund	5,866,155	5,172,619	3,751,318	5,712,873	4,819,395	28.5%	-15.6%
Municipal Drainage Utility Fund	3,347,066	4,228,637	3,010,208	4,641,134	3,376,389	12.2%	-27.3%
Recreation Revolving Fund	962,316	1,221,118	902,785	1,174,933	761,619	-15.6%	-35.2%
Municipal Golf Course Fund	11,637	(6,657)	2,156	(38,430)	(111,858)	-5288.2%	191.1%
PTV Fund	1,649,688	1,738,793	645,907	1,880,193	1,166,861	80.7%	-37.9%
TOTAL OPERATING FUNDS	\$102,623,217	\$92,677,203	\$71,954,679	\$104,797,836	\$80,749,503	12.2%	-22.9%
Debt Service Funds:							
General Obligation	\$3,925,760	\$4,440,933	\$6,431,489	\$6,571,577	\$5,261,612	-18.2%	-19.9%
Water & Sewer Revenue	801,869	805,916	809,566	822,101	832,101	2.8%	1.2%
TOTAL DEBT SERVICE FUNDS	\$4,727,629	\$5,246,849	\$7,241,055	\$7,393,678	\$6,093,712	-15.8%	-17.6%
TOTAL BEGINNING BALANCES	\$107,350,846	\$97,924,052	\$79,195,734	\$112,191,513	\$86,843,216	9.7%	-22.6%
REVENUES & TRANSFERS IN							
Operating Funds:							
General Fund	\$282,791,719	\$300,147,696	\$304,399,326	\$314,401,706	\$314,512,227	3.3%	0.0%
Water & Sewer Fund	143,967,323	169,018,937	172,678,445	161,711,289	171,813,253	-0.5%	6.2%
Sustainability & Env. Svc. Fund	26,778,599	26,788,460	27,323,131	26,867,370	27,229,342	-0.3%	1.3%
Convention & Tourism Fund	10,570,783	11,979,284	13,105,757	13,902,065	14,519,628	10.8%	4.4%
Municipal Drainage Utility Fund	7,573,356	7,857,009	7,589,537	7,669,710	7,675,719	1.1%	0.1%
HUD Grant Fund	1,220,684	1,494,306	2,179,655	1,614,871	1,974,824	-9.4%	22.3%
Recreation Revolving Fund	3,901,114	3,756,306	4,502,912	4,200,131	4,337,321	-3.7%	3.3%
Municipal Golf Course Fund	1,020,116	977,664	1,042,901	871,752	1,086,532	4.2%	24.6%
PTV Fund	1,283,804	1,251,530	1,243,944	1,229,585	1,194,381	-4.0%	-2.9%
TOTAL OPERATING FUNDS	\$479,107,498	\$523,071,192	\$534,065,608	\$532,468,479	\$544,343,227	1.9%	2.2%
Debt Service Funds:							
General Obligation	\$42,025,171	\$45,545,947	\$46,325,175	\$46,900,641	\$49,426,477	6.7%	5.4%
Water & Sewer Revenue	1,842,022	1,842,626	3,274,400	3,282,570	3,277,700	0.1%	-0.1%
TOTAL DEBT SERVICE FUNDS	\$43,867,194	\$47,388,573	\$49,599,575	\$50,183,211	\$52,704,177	6.3%	5.0%
TOTAL REVENUE & TRANSFERS IN	\$522,974,692	\$570,459,765	\$583,665,183	\$582,651,690	\$597,047,404	2.3%	2.5%
Less: Interfund Transfers	20,832,926	21,493,217	22,008,792	21,193,597	22,265,023	1.2%	5.1%
NET BUDGET REVENUE	\$502,141,766	\$548,966,548	\$561,656,391	\$561,458,093	\$574,782,381	2.3%	2.4%
TOTAL AVAILABLE FUNDS	\$609,492,612	\$646,890,600	\$640,852,125	\$673,649,607	\$681,625,597	3.2%	-1.8%
APPROPRIATIONS & TRANSFERS OUT							
Operations:							
General Fund	\$285,346,569	\$299,569,295	\$317,349,631	\$324,003,202	\$333,973,522	5.2%	3.1%
Water & Sewer Fund	152,362,368	157,201,215	172,204,837	171,355,764	176,001,801	2.2%	2.7%
Sustainability & Env. Svc. Fund	26,492,366	28,080,143	27,390,064	28,311,438	29,087,696	6.1%	2.7%
Convention & Tourism Fund	11,064,319	11,439,030	14,278,828	14,795,543	15,403,190	7.9%	4.1%
Municipal Drainage Utility Fund	6,691,785	7,244,512	7,782,816	7,590,545	8,040,984	3.3%	5.9%
HUD Grant Fund	1,220,684	1,494,306	2,179,655	1,614,871	1,974,824	-9.4%	22.3%
Recreation Revolving Fund	3,642,313	3,802,491	4,409,719	4,613,445	4,459,164	1.1%	-3.3%
Municipal Golf Course Fund	1,038,411	1,009,438	1,006,838	945,180	964,960	-4.2%	2.1%
PTV Fund	1,194,699	1,110,130	1,730,488	1,942,917	1,846,929	6.7%	-4.9%
TOTAL OPERATIONS	\$489,053,514	\$510,950,560	\$548,332,876	\$555,172,903	\$571,733,070	4.3%	3.0%
Debt Service Funds:							
General Obligation	\$41,509,998	\$43,415,303	\$48,851,195	\$48,210,606	\$48,643,108	-0.4%	0.9%
Water & Sewer Revenue	1,837,975	1,826,442	3,272,570	3,272,570	3,267,700	-0.1%	-0.1%
TOTAL DEBT SERVICE FUNDS	\$43,347,973	\$45,241,745	\$52,123,765	\$51,483,176	\$51,910,808	-0.4%	0.8%
TOTAL APPROPRIATIONS & TRANSFERS OUT	\$532,401,487	\$556,192,305	\$600,456,641	\$606,656,079	\$623,643,879	3.9%	2.8%
Less: Interfund Transfers	20,832,926	21,493,217	22,008,792	21,193,597	22,265,023	1.2%	5.1%
NET BUDGET APPROPRIATIONS	\$511,568,561	\$534,699,088	\$578,447,848	\$585,462,482	\$601,378,855	4.0%	2.7%

Exhibit "A" to Ordinance No. 2019-9-7

ENDING BALANCES

Operating Funds:

General Fund	\$51,635,123	\$52,213,524	\$22,467,874	\$42,612,028	\$23,150,733	3.0%	-45.7%
Water & Sewer Fund	23,418,929	35,236,651	24,204,775	25,592,177	21,403,629	-11.6%	-16.4%
Sustainability & Env. Svc. Fund	5,268,641	3,976,958	4,426,050	2,532,892	694,538	-84.3%	-72.6%
Convention & Tourism Fund	5,172,619	5,712,873	2,578,244	4,819,395	3,935,833	52.7%	-18.3%
Municipal Drainage Utility Fund	4,228,637	4,641,134	2,816,929	4,720,299	3,011,124	6.9%	-36.2%
Recreation Revolving Fund	1,221,118	1,174,934	995,959	761,619	639,776	-35.8%	-16.0%
Municipal Golf Course Fund	(6,657)	(38,430)	38,220	(111,858)	9,715	-74.6%	-108.7%
PTV Fund	1,738,793	1,880,193	159,362	1,166,861	514,313	222.7%	-55.9%
TOTAL OPERATING FUNDS	\$92,677,203	\$104,797,837	\$57,687,412	\$82,093,413	\$53,359,660	-7.5%	-35.0%

Debt Service Funds:

General Obligation	\$4,440,933	\$6,571,577	\$3,905,470	\$5,261,612	\$6,044,980	54.8%	14.9%
Water & Sewer Revenue	805,916	822,101	811,396	832,101	842,101	3.8%	1.2%
TOTAL DEBT SERVICE FUNDS	\$5,246,850	\$7,393,678	\$4,716,866	\$6,093,712	\$6,887,081	46.0%	13.0%
TOTAL ENDING BALANCES	\$97,924,052	\$112,191,515	\$62,404,278	\$88,187,125	\$60,246,741	-3.5%	-31.7%
TOTAL APPROPRIATIONS & ENDING BALANCES	\$609,492,614	\$646,890,603	\$640,852,126	\$673,649,608	\$661,625,597	3.2%	-1.8%

Exhibit "A" to Ordinance No. 2019-9-7

GENERAL FUND

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
UNAPPROPRIATED FUND							
BALANCE	\$54,189,973	\$51,635,123	\$35,418,179	\$47,079,644	\$42,612,028	20.3%	-18.4%
Encumbrance Adjustment				5,133,880			
Revenues							
Taxes	\$203,772,894	\$220,989,088	\$226,505,877	\$234,511,772	\$235,869,298	4.1%	0.6%
Franchise Fees	23,778,918	24,354,134	23,023,532	23,341,261	21,197,461	-7.9%	-9.2%
Fines & Forfeits	6,081,129	6,304,020	5,860,000	6,499,995	6,120,395	4.4%	-5.8%
Miscellaneous Revenue	2,517,780	2,693,535	2,696,172	3,313,835	3,339,852	23.9%	0.8%
Licenses & Permits	11,096,275	9,521,069	8,602,097	8,620,899	9,378,993	9.0%	8.8%
Charges for Services	14,170,506	13,765,830	14,295,738	15,426,909	14,808,376	3.6%	-4.0%
Intergovernmental Revenue	1,041,291	1,526,803	1,907,118	1,993,438	2,032,830	6.6%	2.0%
Subtotal Revenues	\$262,458,793	\$279,154,479	\$282,890,534	\$293,708,109	\$292,747,204	3.5%	-0.3%
Intragovernmental Transfers	20,332,926	20,993,217	21,508,792	20,693,597	21,765,023	1.2%	5.2%
TOTAL REVENUES & TRANSFERS	\$282,791,719	\$300,147,696	\$304,399,326	\$314,401,706	\$314,512,227	3.3%	0.0%
TOTAL RESOURCES	\$336,981,692	\$351,782,819	\$339,817,505	\$366,615,230	\$357,124,255	5.1%	-2.6%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$187,249,006	\$196,353,984	\$208,957,653	\$208,462,052	\$214,185,843	2.5%	2.7%
Materials & Supplies	7,524,788	8,160,681	8,684,556	11,616,097	9,686,881	11.5%	-16.6%
Contractual	51,183,963	53,608,384	55,249,612	57,620,465	59,647,424	8.0%	3.5%
Community Services Agencies	552,600	550,000	562,780	562,780	569,400	1.2%	1.2%
Sundry	1,110,160	1,162,170	1,701,251	2,092,138	1,456,900	-14.4%	-30.4%
Reimbursements	(2,909,308)	(3,861,807)	(5,049,449)	(4,496,163)	(4,665,903)	-7.6%	3.8%
Subtotal	\$244,711,209	\$255,973,412	\$270,106,403	\$275,857,369	\$280,880,545	4.0%	1.8%
Capital Outlay	3,833,560	3,599,793	2,012,186	2,914,791	867,600	-56.9%	-70.2%
TOTAL OPERATIONS	\$248,544,769	\$259,573,205	\$272,118,589	\$278,772,160	\$281,748,145	3.5%	1.1%
Capital Maintenance Fund	\$24,550,000	\$25,869,000	\$30,250,549	\$30,250,549	\$35,250,549	16.5%	16.5%
Risk Management Fund	3,700,000	4,647,411	4,771,520	4,771,520	4,800,000	0.6%	0.6%
Technology Fund	1,000,000	1,000,000	1,000,000	1,000,000	2,000,000	100.0%	100.0%
TS Replacement Fund	500,000	500,000	500,000	500,000	1,000,000	100.0%	100.0%
PTV Fund	250,000	250,000	250,000	250,000	250,000	0.0%	0.0%
Economic Development Incentive	6,801,800	7,729,679	8,458,973	8,458,973	8,924,828	5.5%	5.5%
TOTAL TRANSFERS	\$36,801,800	\$39,996,090	\$45,231,042	\$45,231,042	\$52,225,377	15.5%	15.5%
TOTAL APPROPRIATIONS	\$285,346,569	\$299,569,295	\$317,349,631	\$324,003,202	\$333,973,522	5.2%	3.1%
UNAPPROPRIATED FUND	\$51,635,123	\$52,213,524	\$22,467,874	\$42,612,028	\$23,150,733	3.0%	-45.7%
Days of Operation					30		

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GENERAL FUND REVENUE BY SOURCE

SOURCE OF INCOME	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
Taxes							
Ad Valorem Taxes:							
Current	\$119,051,293	\$132,366,014	\$142,832,200	\$143,778,004	\$145,043,456	1.5%	0.9%
Delinquent	476,029	143,137	1,492,282	50,000	1,519,925	1.9%	2939.9%
Penalty & Interest	521,347	465,592	746,141	479,111	759,963	1.9%	58.6%
Sales Tax	81,530,064	85,592,104	79,129,630	87,735,783	86,072,232	8.8%	-1.9%
Mixed Drink Tax	2,048,388	2,322,487	2,186,886	2,352,941	2,357,848	7.8%	0.2%
Bingo Gross Receipts Tax	86,643	67,392	86,375	70,000	70,141	-18.8%	0.2%
Excess Proceeds on Taxes	59,130	32,362	32,362	45,933	45,933	41.9%	0.0%
TOTAL TAXES	\$203,772,894	\$220,989,088	\$226,505,877	\$234,511,772	\$235,869,298	4.1%	0.6%
Franchise Fees							
Electrical Franchise	\$12,127,612	\$13,419,319	\$12,198,778	\$12,183,931	\$12,183,931	-0.1%	0.0%
Telephone Franchise	4,935,552	4,027,144	4,188,535	3,774,835	2,107,635	-49.7%	-44.2%
Fiber Optics Franchise	46,175	80,484	53,484	56,351	56,351	5.4%	0.0%
Gas Franchise	2,792,854	3,156,302	3,067,500	3,809,522	3,619,046	18.0%	-5.0%
Cable TV Franchise	3,876,725	3,670,885	3,515,235	3,516,622	3,230,498	-8.1%	-8.1%
TOTAL FRANCHISE FEES	\$23,778,918	\$24,354,134	\$23,023,532	\$23,341,261	\$21,197,461	-7.9%	-9.2%
Fines & Forfeits							
Municipal Court	\$5,909,898	\$6,151,858	\$5,860,000	\$6,439,721	\$6,060,000	3.4%	-5.9%
Library Fines	171,231	152,162	0	60,274	60,395	100.0%	0.2%
TOTAL FINES & FORFEITS	\$6,081,129	\$6,304,020	\$5,860,000	\$6,499,995	\$6,120,395	4.4%	-5.8%
Miscellaneous Revenue							
Interest Earnings	\$659,020	\$890,026	\$800,000	\$1,400,000	\$1,400,000	75.0%	0.0%
Sale/Rental of Property	509,093	514,615	542,958	542,958	542,958	0.0%	0.0%
Insurance Collections	640,266	649,063	632,759	650,422	676,439	6.9%	4.0%
Sundry	709,401	639,831	720,455	720,455	720,455	0.0%	0.0%
TOTAL MISCELLANEOUS REVENUE	\$2,517,780	\$2,693,535	\$2,696,172	\$3,313,835	\$3,339,852	23.9%	0.8%
Licenses and Permits							
Food Handlers Permits	\$724,735	\$757,760	\$851,097	\$800,188	\$801,788	-5.8%	0.2%
Land / Burning / Liquid Waste	24,925	28,255	31,028	26,245	26,297	-15.2%	0.2%
Grease Trap Permits	46,250	52,000	47,392	20,450	20,491	-56.8%	0.2%
Fire Inspection Fees	269,791	299,765	287,657	301,256	301,256	4.7%	0.0%
Rental Registration Fees	323,070	330,930	376,558	337,385	338,080	-10.2%	0.2%
Animal Licenses	125,215	119,457	128,709	125,709	125,960	-2.1%	0.2%
Restaurant Plan Review	79,200	42,900	58,324	34,350	34,419	-41.0%	0.2%
Alarm Permits	1,497,715	1,347,645	1,504,989	1,455,098	1,458,008	-3.1%	0.2%
Filing Fees	360,957	460,923	347,443	347,443	347,443	0.0%	0.0%
Fire Protection Plan Review	427,177	321,542	301,911	327,928	327,928	8.6%	0.0%
Building Permits	5,772,538	4,492,462	3,542,432	3,636,544	4,386,544	23.8%	20.6%
Electrical Permits	128,349	125,254	105,075	121,864	121,864	16.0%	0.0%
Plumbing Permits	413,303	333,371	275,250	315,124	315,124	14.5%	0.0%
Heating & A/C Permits	162,807	164,842	128,700	165,586	165,586	28.7%	0.0%
Fence Permits	42,167	39,335	32,566	35,762	35,762	9.8%	0.0%
Swimming Pool Permits	40,894	36,209	31,629	27,676	30,000	-5.2%	8.4%
Pool Inspection	65,042	66,150	64,961	85,381	85,552	31.7%	0.2%
Irrigation Permits	75,375	47,168	47,377	40,417	40,417	-14.7%	0.0%
Day Laborer Fees	16,470	14,188	12,291	12,291	12,291	0.0%	0.0%
Sign Permits	144,704	121,864	115,102	116,516	116,516	1.2%	0.0%
Reoccupancy Permits	162,290	149,010	129,561	135,481	135,481	4.6%	0.0%
Misc. Licenses & Permits	193,301	170,039	182,044	152,205	152,205	-16.4%	0.0%
TOTAL LICENSES & PERMITS	\$11,096,275	\$9,521,069	\$8,602,097	\$8,620,899	\$9,378,993	9.0%	8.8%
Fees & Service Charges							
Animal Pound & Adoption Fee	\$275,467	\$256,668	\$275,568	\$262,876	\$263,402	-4.4%	0.2%
Ambulance Service	4,677,155	5,034,277	4,700,290	4,975,044	4,984,994	6.1%	0.2%
False Alarm Response	236,961	263,793	243,242	268,248	268,784	10.5%	0.2%
Emergency 911	1,054,982	890,464	1,058,147	819,019	820,657	-22.4%	0.2%
Contractor Registration Fee	273,026	208,496	212,500	197,735	197,735	-6.9%	0.0%
Engineering Inspection Fee	753,182	337,809	340,000	600,000	340,000	0.0%	-43.3%
Residential Building Plan Review	77,437	79,938	64,600	64,600	64,600	0.0%	0.0%
Reinspection Fee	75,390	87,150	77,055	85,400	85,400	10.8%	0.0%
File Searches	57,785	50,926	54,291	54,689	54,798	0.9%	0.2%
Same Day Inspection Fee	91,815	74,085	67,334	72,035	72,035	7.0%	0.0%
Convenience Copiers	11,885	10,974	11,080	10,820	10,842	-2.2%	0.2%
Lease Fees	147,470	161,127	150,000	150,000	150,000	0.0%	0.0%
Recreation User Fee	601,657	665,349	716,882	852,089	853,793	19.1%	0.2%
Recreation Rental Fee	403,861	338,876	406,215	348,876	350,574	-13.7%	0.5%
Swimming Fees	925,107	1,042,803	958,613	1,095,165	1,148,727	19.8%	4.9%
Recreation Membership Card Fee	2,414,587	2,105,208	2,524,820	3,275,905	2,774,820	9.9%	-15.3%

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Tennis Center Fee	199,452	331,569	327,124	252,943	253,449	-22.5%	0.2%
Food Manager/Handler Training	4,510	1,150	100	1,000	1,002	902.0%	0.2%
Tree Trimming Assessments	104,711	154,486	127,820	155,486	155,797	21.9%	0.2%
Child Safety Fees	84,211	109,240	101,437	103,305	103,512	2.0%	0.2%
Sundry	1,699,855	1,561,442	1,878,619	1,781,674	1,853,455	-1.3%	4.0%
TOTAL FEES & SVC CHARGES	\$14,170,506	\$13,765,830	\$14,295,738	\$15,426,909	\$14,808,376	3.6%	-4.0%
Intergovernmental Revenue							
FISD School Resource Officer	126,396	113,320	67,668	67,668	69,012	2.0%	2.0%
PISD School Resource Officers	637,320	1,129,820	1,603,404	1,688,176	1,726,224	7.7%	2.3%
Plano-Richardson Trng. Ctr. / Misc.	277,575	283,663	236,046	237,594	237,594	0.7%	0.0%
TOTAL INTERGOV'T'L REVENUE	\$1,041,291	\$1,526,803	\$1,907,118	\$1,993,438	\$2,032,830	6.6%	2.0%
TOTAL REVENUE	\$262,458,793	\$279,154,479	\$282,890,534	\$293,708,109	\$292,747,204	3.5%	-0.3%
Intragovernmental Transfers							
Intra-Fund Transfers From:							
Water & Sewer Fund	\$17,593,082	\$17,388,959	\$17,787,929	\$16,917,188	\$17,421,787	-2.1%	3.0%
Sustain. & Environ. Services Fund	1,478,308	2,239,325	2,258,627	2,340,311	2,340,311	3.6%	0.0%
Recreation Revolving Fund	186,747	207,646	225,146	210,007	440,187	95.5%	109.6%
Golf Course Fund	51,285	50,409	52,145	0	0	-100.0%	0.0%
Convention & Tourism Fund	495,539	571,539	655,288	695,103	1,030,688	57.3%	48.3%
Municipal Drainage Fund	520,362	528,073	529,658	530,988	532,050	0.5%	0.2%
PIC Fund (Plano Improvement Corp.)	7,603	7,266	0	0	0	0.0%	0.0%
TOTAL INTRAGOV'T'L TRANSFERS	\$20,332,926	\$20,993,217	\$21,508,792	\$20,693,597	\$21,765,023	1.2%	5.2%
TOTAL GENERAL FUND	\$282,791,719	\$300,147,696	\$304,399,326	\$314,401,706	\$314,512,227	3.3%	0.0%

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CONVENTION & TOURISM

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$5,866,155	\$5,172,619	\$3,751,316	\$5,712,873	\$4,819,395	28.5%	-15.6%
Revenues							
Hotel/Motel Receipts	\$8,685,384	\$9,209,353	\$10,300,000	\$10,725,014	\$11,134,026	8.1%	3.8%
Plano Event Center Fees	1,799,890	2,705,788	2,728,757	3,062,051	3,270,602	19.9%	6.8%
Miscellaneous	61,510	14,498	47,000	15,000	15,000	-68.1%	0.0%
Interest Income	23,999	49,645	30,000	100,000	100,000	233.3%	0.0%
TOTAL REVENUES	\$10,570,783	\$11,979,284	\$13,105,757	\$13,902,065	\$14,519,628	10.8%	4.4%
TOTAL RESOURCES	\$16,236,938	\$17,151,903	\$16,857,073	\$19,614,938	\$19,339,023	14.7%	-1.4%
APPROPRIATIONS							
Operating Expenses							
Visit Plano	\$2,680,369	\$3,024,353	\$5,419,134	\$5,789,225	\$5,155,433	-4.9%	-10.9%
Plano Event Center	3,583,107	3,733,842	4,061,954	4,104,025	4,334,290	6.7%	5.6%
Support of the Arts	929,997	899,999	1,000,000	995,961	1,000,000	0.0%	0.4%
Historic Preservation	794,638	735,852	800,000	755,045	800,000	0.0%	6.0%
Special Events	370,369	218,075	310,186	329,184	332,579	7.2%	1.0%
Music Festival	170,300	177,010	185,000	185,000	185,000	0.0%	0.0%
Event Center Equip.Rpl. Charge	500,000	500,000	500,000	625,000	500,000	0.0%	-20.0%
Visit Plano Equip.Rpl. Charge	0	0	0	0	75,000	100.0%	100.0%
Subtotal	\$9,028,780	\$9,289,131	\$12,276,274	\$12,783,440	\$12,382,302	0.9%	-3.1%
Capital Outlay	0	118,360	77,266	47,000	20,200	-73.9%	-57.0%
TOTAL OPERATIONS	\$9,028,780	\$9,407,491	\$12,353,540	\$12,830,440	\$12,402,502	0.4%	-3.3%
Transfer to General Fund	\$488,454	\$571,539	\$655,288	\$695,103	\$1,030,688	57.3%	48.3%
Transfer to Capital Maint. Fund	1,527,085	1,440,000	1,250,000	1,250,000	850,000	-32.0%	-32.0%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	20,000	0.0%	0.0%
Transfer to Revenue Debt	0	0	0	0	1,100,000	100.0%	100.0%
TOTAL TRANSFERS	\$2,035,539	\$2,031,539	\$1,925,288	\$1,965,103	\$3,000,688	55.9%	52.7%
TOTAL APPROPRIATIONS	\$11,064,319	\$11,439,030	\$14,278,828	\$14,795,543	\$15,403,190	7.9%	4.1%
WORKING CAPITAL	\$5,172,619	\$5,712,873	\$2,578,245	\$4,819,395	\$3,935,833	52.7%	-18.3%

Exhibit "A" to Ordinance No. 2019-9-7

WATER & SEWER

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$31,813,974	\$23,418,929	\$23,731,167	\$35,236,651	\$25,592,177	7.8%	-27.4%
Revenues							
Water Income	\$80,430,695	\$99,371,447	\$100,613,444	\$89,328,224	\$99,036,793	-1.6%	10.9%
Sewer Income	60,331,094	65,274,389	67,839,429	68,215,598	68,570,845	1.1%	0.5%
Water Taps	115,267	61,812	66,990	40,415	40,920	-38.9%	1.3%
Water & Sewer Penalties	757,257	1,587,378	1,547,812	1,376,175	1,384,432	-10.6%	0.6%
Water Meters/AMR Devices	322,358	297,846	327,264	251,868	255,016	-22.1%	1.2%
Construction Water	415,090	371,921	431,677	280,910	284,421	-34.1%	1.3%
Service Connect Fee	251,245	246,890	260,025	241,120	244,134	-6.1%	1.3%
Backflow Testing	592,345	624,455	613,217	644,705	652,764	6.4%	1.3%
Sewer Tie-On	28,050	27,525	31,498	21,985	22,260	-29.3%	1.3%
Pre-Treatment Permits	28,310	29,870	32,280	32,280	32,684	1.3%	1.3%
Interest Earnings	60,441	169,866	120,000	400,000	400,000	233.3%	0.0%
Misc. Income	635,171	955,738	794,807	878,009	888,984	11.8%	1.2%
TOTAL REVENUES	\$143,967,323	\$169,018,937	\$172,678,445	\$161,711,289	\$171,813,253	-0.5%	6.2%
TOTAL RESOURCES	\$175,781,297	\$192,437,866	\$196,409,612	\$186,947,940	\$197,405,430	0.5%	0.2%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$11,062,312	\$10,489,947	\$11,612,776	\$11,118,136	\$11,469,084	-1.2%	3.2%
Materials & Supplies	1,990,250	1,279,735	2,624,905	3,417,416	2,635,594	0.4%	-22.9%
Contractual	3,811,744	3,765,535	4,409,286	4,743,264	4,940,412	12.0%	4.2%
NTMWD - Water	65,888,523	72,334,642	78,021,842	78,021,842	79,892,229	2.4%	2.4%
NTMWD - Wastewater	18,251,915	18,629,748	21,516,920	21,080,800	20,945,614	-2.7%	-0.6%
NTMWD - Upper E. Fork Interceptor	11,697,564	12,798,332	15,145,117	14,480,736	14,521,432	-4.1%	0.3%
Retirement of NTMWD Debt	247,668	1,935	0	0	0	0.0%	0.0%
Sundry	1,040,821	1,242,735	660,338	662,744	659,463	-0.1%	-0.5%
Reimbursements	715,141	764,172	833,596	909,567	929,006	11.4%	2.1%
Subtotal	\$114,505,938	\$121,306,781	\$134,824,780	\$134,434,505	\$135,992,834	0.9%	1.2%
Capital Outlay	2,889	1,019	55,325	55,325	24,600	100.0%	0.0%
TOTAL OPERATIONS	\$114,508,827	\$121,307,800	\$134,880,105	\$134,489,830	\$136,017,434	0.8%	1.1%
Transfer to General Fund	\$17,593,082	\$17,388,959	\$17,787,929	\$16,917,188	\$17,421,787	-2.1%	3.0%
Transfer to W & S CIP	12,500,000	10,000,000	10,000,000	10,000,000	12,500,000	25.0%	25.0%
Transfer to Capital Maintenance	1,500,000	2,000,000	2,000,000	2,000,000	2,000,000	0.0%	0.0%
Transfer to W&S Debt Service	1,837,225	1,835,400	3,270,000	3,272,570	3,267,700	-0.1%	-0.1%
Transfer to Risk Management Fund	668,011	797,838	807,476	807,476	853,271	5.7%	5.7%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	300,000	0.0%	0.0%
Transfer to Technology Svcs	3,455,223	3,571,218	3,159,327	3,568,700	3,641,609	15.3%	2.0%
TOTAL TRANSFERS	\$37,853,541	\$35,893,415	\$37,324,732	\$36,865,934	\$39,984,367	7.1%	8.5%
TOTAL APPROPRIATIONS	\$152,362,368	\$157,201,215	\$172,204,837	\$171,355,764	\$176,001,801	2.2%	2.7%
WORKING CAPITAL	\$23,418,929	\$35,236,651	\$24,204,775	\$25,592,177	\$21,403,629	-11.6%	-16.4%
Days of Operation							57

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SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$4,982,408	\$5,268,641	\$4,492,883	\$3,976,958	\$2,532,892	-43.6%	-36.3%
Revenues							
Commercial Franchise	\$8,753,718	\$8,631,271	\$9,320,445	\$8,853,200	\$9,118,796	-2.2%	3.0%
Special Refuse Collection	92,405	101,121	94,565	104,538	104,747	10.8%	0.2%
Residential Collection	13,918,111	14,019,511	14,088,543	14,088,543	14,173,074	0.6%	0.6%
Allied Waste, Inc.	95,000	92,919	0	0	0	0.0%	0.0%
Recycling	603,570	39,271	200,000	0	0	-100.0%	0.0%
Sales of Landscape Bags	31,947	17,064	32,019	0	0	-100.0%	0.0%
Contributions via Utility Billing	7,578	7,444	10,060	10,060	10,080	0.2%	0.2%
Sale of Compost	1,823,596	2,431,029	2,090,204	2,260,530	2,265,051	8.4%	0.2%
Tipping Fees	695,185	716,323	689,831	754,539	756,048	8.6%	0.2%
Miscellaneous	385,240	337,712	305,515	303,371	307,163	0.5%	1.3%
Reimbursements	172,249	179,795	181,949	182,589	184,382	1.3%	1.0%
Construction & Demolition Program	200,000	215,000	310,000	310,000	310,000	0.0%	0.0%
TOTAL REVENUES	\$26,778,599	\$26,788,460	\$27,323,131	\$26,867,370	\$27,229,342	-0.3%	1.3%
TOTAL RESOURCES	\$31,761,007	\$32,057,101	\$31,816,114	\$30,844,328	\$29,762,234	-6.5%	-3.5%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$7,247,312	\$7,515,084	\$7,360,099	\$7,491,313	\$7,918,844	7.6%	5.7%
Materials & Supplies	481,074	667,866	590,777	608,492	547,741	-7.3%	-10.0%
Contractual	7,594,194	7,550,283	7,421,314	8,012,941	8,454,294	13.9%	5.5%
NTMWD	8,805,414	8,604,886	8,750,000	8,700,000	8,725,000	-0.3%	0.3%
Sundry	223,667	178,860	91,447	115,647	89,927	-1.7%	-22.2%
Reimbursements	115,362	118,763	170,020	169,952	173,862	2.3%	2.3%
Subtotal	\$24,467,023	\$24,635,742	\$24,383,657	\$25,098,345	\$25,909,668	6.3%	3.2%
Capital Outlay	191,816	785,310	285,600	410,600	331,000	15.9%	-19.4%
TOTAL OPERATIONS	\$24,658,839	\$25,421,052	\$24,669,257	\$25,508,945	\$26,240,668	6.4%	2.9%
Transfer to General Fund	\$1,478,308	\$2,239,325	\$2,258,627	\$2,340,311	\$2,340,311	3.6%	0.0%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	60,000	0.0%	0.0%
Transfer to Risk Management Fund	295,219	359,766	402,180	402,180	426,717	6.1%	6.1%
TOTAL TRANSFERS	\$1,833,527	\$2,659,091	\$2,720,807	\$2,802,491	\$2,827,028	3.9%	0.9%
TOTAL APPROPRIATIONS	\$26,492,366	\$28,080,143	\$27,390,064	\$28,311,436	\$29,067,696	6.1%	2.7%
WORKING CAPITAL	\$5,268,641	\$3,976,958	\$4,426,050	\$2,532,892	\$694,536	-84.3%	-72.6%
Days of Operation					10		

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MUNICIPAL DRAINAGE UTILITY

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$3,347,066	\$4,228,637	\$3,010,208	\$4,641,134	\$3,376,389	12.2%	-27.3%
Revenues							
Environmental Assessment Fees:							
Residential Class Fees	\$3,718,628	\$3,737,459	\$3,734,005	\$3,746,264	\$3,753,757	0.5%	0.2%
Commercial Class Fees	\$3,816,750	3,830,260	3,832,533	3,839,284	3,846,962	0.4%	0.2%
Miscellaneous	17,652	50,632	0	9,162	0	0.0%	-100.0%
Interest Income	20,326	38,658	23,000	75,000	75,000	226.1%	0.0%
TOTAL REVENUES	\$7,573,356	\$7,657,009	\$7,589,537	\$7,669,710	\$7,675,719	1.1%	0.1%
TOTAL RESOURCES	\$10,920,422	\$11,885,646	\$10,599,745	\$12,310,844	\$11,052,108	4.3%	-10.2%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$1,928,710	\$1,832,304	\$2,313,306	\$1,882,009	\$2,123,873	-8.2%	12.9%
Materials & Supplies	185,862	229,020	383,719	408,075	392,294	2.2%	-3.9%
Contractual	497,235	786,759	776,070	935,658	866,657	11.7%	-7.4%
Sundry	26,243	42,897	4,661	3,791	4,530	-2.8%	19.5%
Reimbursements	609,462	834,391	934,340	1,051,981	1,075,949	15.2%	2.3%
Subtotal	\$3,247,512	\$3,725,371	\$4,412,096	\$4,281,494	\$4,463,303	1.2%	4.2%
Capital Outlay	245	28,570	0	0	28,100	0.0%	0.0%
TOTAL OPERATIONS	\$3,247,757	\$3,753,941	\$4,412,096	\$4,281,494	\$4,491,403	1.8%	4.9%
Transfer to General Fund	\$520,362	\$528,073	\$529,658	\$530,988	\$532,050	0.5%	0.2%
Transfer to Capital Maintenance	500,000	500,000	500,000	500,000	500,000	0.0%	0.0%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	20,000	0.0%	0.0%
Transfer to Revenue Debt	2,403,666	2,442,498	2,321,063	2,258,063	2,497,531	7.6%	10.6%
TOTAL TRANSFERS	\$3,444,028	\$3,490,571	\$3,370,720	\$3,309,051	\$3,549,581	5.3%	7.3%
TOTAL APPROPRIATIONS	\$6,691,785	\$7,244,512	\$7,782,816	\$7,590,545	\$8,040,984	3.3%	5.9%
RESERVE REQUIREMENT	0	0	0	1,343,910	0	0.0%	-100.0%
WORKING CAPITAL	\$4,228,637	\$4,641,134	\$2,816,929	\$3,376,389	\$3,011,124	6.9%	-10.8%
Days of Operation					245		

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RECREATION REVOLVING

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$962,316	\$1,221,118	\$902,765	\$1,174,933	\$761,619	-15.6%	-35.2%
Revenues							
Recreation Fees	\$3,806,659	\$3,669,943	\$4,423,137	\$4,094,061	\$4,231,137	-4.3%	3.3%
Contributions	13,110	6,202	15,000	9,000	9,000	-40.0%	0.0%
Interest Income	11,946	27,417	12,000	40,000	40,000	233.3%	0.0%
Miscellaneous	69,399	52,744	52,775	57,070	57,184	8.4%	0.2%
TOTAL REVENUES	\$3,901,114	\$3,756,306	\$4,502,912	\$4,200,131	\$4,337,321	-3.7%	3.3%
TOTAL RESOURCES	\$4,863,430	\$4,977,424	\$5,405,677	\$5,375,064	\$5,098,941	-5.7%	-5.1%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$1,181,101	\$1,340,318	\$1,755,007	\$1,553,901	\$1,552,195	-11.6%	-0.1%
Materials & Supplies	212,900	207,639	240,542	239,078	238,682	-0.8%	-0.2%
Contractual	2,046,124	1,793,756	2,151,204	2,044,257	2,193,080	1.9%	7.3%
Sundry	29,716	34,380	37,820	39,545	35,020	-7.4%	-11.4%
Subtotal	\$3,469,841	\$3,376,093	\$4,184,573	\$3,876,781	\$4,018,977	-4.0%	3.7%
Capital Outlay	(14,275)	218,752	0	526,657	0	0.0%	-100.0%
TOTAL OPERATIONS	\$3,455,566	\$3,594,845	\$4,184,573	\$4,403,438	\$4,018,977	-4.0%	-8.7%
Transfer to General Fund	\$186,747	\$207,646	\$225,146	\$210,007	\$440,187	95.5%	109.6%
TOTAL TRANSFERS	\$186,747	\$207,646	\$225,146	\$210,007	\$440,187	95.5%	109.6%
TOTAL APPROPRIATIONS	\$3,642,313	\$3,802,491	\$4,409,719	\$4,613,445	\$4,459,164	1.1%	-3.3%
WORKING CAPITAL	\$1,221,118	\$1,174,933	\$995,959	\$761,619	\$639,776	-35.8%	-16.0%
Days of Operation					58		

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GOLF COURSE

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$11,637	(\$6,657)	\$2,156	(\$38,430)	(\$111,858)	-5288.2%	191.1%
Revenues							
Golf Fees	\$958,362	\$889,323	\$980,000	\$781,479	\$993,843	1.4%	27.2%
Concessions	61,657	57,301	62,502	60,273	62,690	0.3%	4.0%
Interest Income	97	0	400	0	0	-100.0%	0.0%
Miscellaneous	0	31,040	0	30,000	30,000	0.0%	0.0%
TOTAL REVENUES	\$1,020,116	\$977,664	\$1,042,901	\$871,752	\$1,086,532	4.2%	24.6%
TOTAL RESOURCES	\$1,031,753	\$971,007	\$1,045,057	\$833,322	\$974,674	-6.7%	17.0%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$631,824	\$635,387	\$624,309	\$597,287	\$615,782	-1.4%	3.1%
Supplies	94,537	103,476	112,725	114,686	115,111	2.1%	0.4%
Contractual Services	258,992	218,163	215,609	231,257	232,017	7.6%	0.3%
Sundry Charges	1,773	2,003	2,050	1,950	2,050	0.0%	5.1%
Subtotal	\$987,126	\$959,029	\$954,693	\$945,180	\$964,960	1.1%	2.1%
Capital Outlay	0	0	0	0	0	0.0%	0.0%
TOTAL OPERATIONS	\$987,126	\$959,029	\$954,693	\$945,180	\$964,960	1.1%	2.1%
Transfer to General Fund	51,285	50,409	52,145	0	0	-100.0%	0.0%
TOTAL TRANSFERS	\$51,285	\$50,409	\$52,145	\$0	\$0	-100.0%	0.0%
TOTAL APPROPRIATIONS	\$1,038,411	\$1,009,438	\$1,006,838	\$945,180	\$964,960	-4.2%	2.1%
WORKING CAPITAL	(\$6,657)	(\$38,430)	\$38,220	(\$111,858)	\$9,715	-74.6%	-108.7%
Days of Operation					4		

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RISK MANAGEMENT FUND

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$3,863,201	\$697,815	\$1,047,539	\$101,938	\$3,464,772	230.8%	3298.9%
Resources							
General Fund Transfer In	\$3,700,000	\$4,654,304	\$4,771,520	\$4,771,520	\$4,800,000	0.6%	0.6%
Water & Sewer Fund Transfer In	668,011	797,838	807,476	807,476	853,271	5.7%	5.7%
Sustain. & Env. Svcs. Fund Transfer In	295,219	359,766	402,180	402,180	426,717	6.1%	6.1%
Health Claims Fund Transfer In	0	0	0	2,500,000	0	0.0%	-100.0%
Claims Recovered	1,598,152	1,581,032	200,000	1,132,619	250,000	25.0%	-77.9%
Interest Earned	35,545	44,552	50,000	50,000	50,000	0.0%	0.0%
TOTAL REVENUES	\$6,296,927	\$7,437,492	\$6,231,176	\$9,663,796	\$6,379,988	2.4%	-34.0%
TOTAL RESOURCES	\$10,160,128	\$8,135,107	\$7,278,715	\$9,765,734	\$9,844,760	35.3%	0.8%
APPROPRIATIONS							
Workers' Compensation	\$2,686,947	\$3,711,988	\$2,302,058	\$2,302,058	\$2,602,058	13.0%	13.0%
Judgements and Damages	4,464,181	2,285,572	1,500,000	1,280,000	1,500,000	0.0%	17.2%
Risk Management Operations	2,311,385	2,035,609	2,429,170	2,718,904	2,876,229	18.4%	5.8%
TOTAL APPROPRIATIONS	\$9,462,513	\$8,033,169	\$6,231,228	\$6,300,962	\$6,978,287	12.0%	10.7%
UNAPPROPRIATED FUND BALANCE	\$697,615	\$101,938	\$1,047,487	\$3,464,772	\$2,866,473	173.7%	-17.3%

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HUD GRANTS

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
TOTAL HUD REVENUES	\$1,220,684	\$1,494,306	\$2,179,655	\$1,614,871	\$1,974,824	-9.4%	22.3%
APPROPRIATIONS							
CDBG:							
Housing Rehabilitaiton Administrative	\$236,612	\$176,009	\$263,999	\$198,719	\$161,050	-39.0%	-19.0%
Housing Rehabilitation (CDBG)	544,376	447,633	730,671	563,744	614,402	-15.9%	9.0%
Homelessness Prevention	102,000	106,159	122,000	122,000	122,000	0.0%	0.0%
Homeownership Program	9,390	7,537	0	19,450	10,000	100.0%	-48.6%
Boys and Girls Clubs of Collin County	35,000	45,907	52,000	52,000	53,455	2.8%	2.8%
Plano Community Homes	0	58,855	0	0	0	0.0%	0.0%
Samaritan Inn	60,256	0	0	0	0	0.0%	0.0%
Texas Muslim Women's Foundation	0	50,965	42,000	42,000	44,545	6.1%	6.1%
Rebuilding Together of Greater Dallas	0	0	229,328	35,000	194,328	-15.3%	455.2%
Sub-Total CDBG:	\$987,634	\$893,065	\$1,439,998	\$1,032,913	\$1,199,780	-16.7%	16.2%
HOME:							
Housing Rehabilitation	598,143	\$154,036	\$283,721	\$259,898	\$138,050	-51.3%	-46.9%
HOME Administrative	38,653	38,984	55,936	43,866	51,464	-8.0%	17.3%
Homeownership Program	4,514	115,000	0	108,194	262,000	100.0%	142.2%
Plano Housing Corporation	(19,076)	0	0	0	0	0.0%	0.0%
Habitat for Humanity of S. Collin County	92,643	22,000	0	80,000	13,530	100.0%	-83.1%
Christ United Methodist Church	18,173	35,577	0	0	0	0.0%	0.0%
Housing Channel	0	235,644	400,000	90,000	310,000	-22.5%	244.4%
Sub-Total HOME:	\$233,050	\$601,241	\$739,657	\$581,958	\$775,044	4.8%	33.2%
TOTAL APPROPRIATIONS	\$1,220,684	\$1,494,306	\$2,179,655	\$1,614,871	\$1,974,824	-9.4%	22.3%

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PTV FUND

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$1,649,688	\$1,738,793	\$645,907	\$1,880,193	\$1,166,861	80.7%	-37.9%
Revenues							
Plano Television Network Fee	\$774,423	\$734,018	\$733,444	\$704,085	\$668,881	-8.8%	-5.0%
Interest Income	9,381	17,512	10,000	25,000	25,000	150.0%	0.0%
Transfer In Gen Fund - Franch. Fees	250,000	250,000	250,000	250,000	250,000	0.0%	0.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	250,000	0.0%	0.0%
Miscellaneous	0	0	500	500	500	0.0%	0.0%
TOTAL REVENUES	\$1,283,804	\$1,251,530	\$1,243,944	\$1,229,585	\$1,194,381	-4.0%	-2.9%
TOTAL RESOURCES	\$2,933,492	\$2,990,323	\$1,889,850	\$3,109,778	\$2,361,242	24.9%	-24.1%
APPROPRIATIONS							
Operating Expense							
Salaries & Wages	\$615,958	\$627,177	\$634,970	\$643,928	\$644,973	1.6%	0.2%
Materials & Supplies	76,554	70,110	78,920	77,078	78,920	0.0%	2.4%
Contractual	289,834	258,082	466,598	489,669	473,036	1.4%	-3.4%
Equipment Reserve	0	0	550,000	500,000	650,000	18.2%	30.0%
Subtotal	982,346	955,369	1,730,488	1,710,675	1,846,929	6.7%	8.0%
Capital Outlay	212,353	154,761	0	232,242	0	0.0%	-100.0%
TOTAL APPROPRIATIONS	1,194,699	1,110,130	1,730,488	1,942,917	1,846,929	6.7%	-4.9%
WORKING CAPITAL	\$1,738,793	\$1,880,193	\$159,362	\$1,166,861	\$514,313	222.7%	-55.9%
Days of Operation					102		

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CRIMINAL INVESTIGATION

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
UNAPPROPRIATED FUND							
BALANCE	\$5,139,334	\$4,296,230	\$3,264,260	\$4,591,099	\$3,250,703	-0.4%	-29.2%
Forfeited Property	\$49,069	\$130,111	\$40,000	\$65,000	\$53,000	32.5%	-18.5%
Equitable Sharing	23,856	524,030	10,000	410,000	125,000	1150.0%	-69.5%
Interest	20,716	0	0	0	0	0.0%	0.0%
Auction Proceeds	1,625	8,900	5,000	1,000	1,000	-80.0%	0.0%
Grants and Miscellaneous	39,923	37,117	0	0	0	0.0%	0.0%
TOTAL REVENUES	\$135,189	\$700,158	\$55,000	\$476,000	\$179,000	225.5%	-62.4%
TOTAL RESOURCES	\$5,274,523	\$4,996,388	\$3,319,260	\$5,067,099	\$3,429,703	3.3%	-32.3%
APPROPRIATIONS							
Operating Expense							
Materials & Supplies	\$718,374	\$270,539	\$373,500	\$386,896	\$721,030	93.0%	86.4%
Contractual - Professional	137,764	63,707	292,500	345,750	225,000	-23.1%	-34.9%
Reimbursements to Other Funds	39,923	38,561	0	0	0	0.0%	0.0%
Capital Outlay	82,233	32,482	1,500,000	1,083,750	1,874,100	24.9%	72.9%
TOTAL APPROPRIATIONS	\$978,294	\$405,289	\$2,166,000	\$1,816,396	\$2,820,130	30.2%	55.3%
UNAPPROPRIATED FUND							
BALANCE	\$4,296,230	\$4,591,099	\$1,153,260	\$3,250,703	\$609,573	-47.1%	-81.2%

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TECHNOLOGY FUND

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$6,491,142	\$20,895,058	\$1,497,715	\$19,321,948	\$2,018,410	34.8%	-89.6%
Revenues							
General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$2,000,000	100.0%	100.0%
Water & Sewer Fund	300,000	300,000	300,000	300,000	300,000	0.0%	0.0%
Sustainability & Environmental	60,000	60,000	60,000	60,000	60,000	0.0%	0.0%
Municipal Drainage Fund	20,000	20,000	20,000	20,000	20,000	0.0%	0.0%
Convention & Tourism Fund	20,000	20,000	20,000	20,000	20,000	0.0%	0.0%
Technology Services Fund	0	0	0	0	0	0.0%	0.0%
Interest Earnings	149,109	198,551	50,000	284,389	184,389	268.8%	-35.2%
Tax Note Sale	15,000,000	0	0	0	0	0.0%	0.0%
TOTAL REVENUES	\$16,549,108	\$1,598,551	\$1,450,000	\$1,684,389	\$2,584,389	78.2%	53.4%
TOTAL RESOURCES	\$23,040,250	\$22,493,609	\$2,947,715	\$21,006,337	\$4,602,799	56.1%	-78.1%
APPROPRIATIONS							
Operating Expense							
Fund 62 Projects	\$837,900	\$1,168,303	\$1,514,500	\$4,381,238	\$2,757,965	82.1%	-37.1%
Fund 29 Projects	1,057,290	1,753,358	0	14,356,689	220,000	100.0%	-98.5%
TOTAL OPERATIONS	\$1,895,190	\$2,921,661	\$1,514,500	\$18,737,927	\$2,977,965	96.6%	-84.1%
Transfer to PTV	250,000	250,000	250,000	250,000	250,000	0.0%	0.0%
TOTAL TRANSFERS	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	0.0%	0.0%
TOTAL APPROPRIATIONS	\$2,145,190	\$3,171,661	\$1,764,500	\$18,987,927	\$3,227,965	82.9%	-83.0%
WORKING CAPITAL	\$20,895,060	\$19,321,948	\$1,183,215	\$2,018,410	\$1,374,834	16.2%	-31.9%

Exhibit "A" to Ordinance No. 2019-9-7

TS REPLACEMENT FUND

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$2,870,028	\$3,347,111	\$1,002,872	\$4,755,642	\$2,253,714	124.7%	-52.6%
Revenues							
General Fund	\$973,799	\$977,596	\$973,978	\$973,978	\$973,978	0.0%	0.0%
PTV Fund	5,125	5,125	5,125	5,125	5,125	0.0%	0.0%
Municipal Court Technology	733	733	733	733	733	0.0%	0.0%
Water & Sewer Fund	46,191	46,192	46,192	46,192	46,192	0.0%	0.0%
Sustainability & Environ. Svcs.	17,309	17,308	17,308	17,308	17,308	0.0%	0.0%
Convention & Tourism	25,941	25,942	25,942	25,942	25,942	0.0%	0.0%
Municipal Drainage	3,659	3,658	3,658	3,658	3,658	0.0%	0.0%
Golf Course	1,467	1,467	1,467	1,467	1,467	0.0%	0.0%
Recreation Revolving	733	733	733	733	733	0.0%	0.0%
Equipment Maintenance	8,775	8,775	8,775	8,775	8,775	0.0%	0.0%
Municipal Warehouse	1,466	1,467	1,467	1,467	1,467	0.0%	0.0%
Risk Management	8,525	8,525	8,525	8,525	8,525	0.0%	0.0%
Technology Services	94,966	94,967	94,967	94,967	94,967	0.0%	0.0%
Traffic Safety Fund	1,242	1,242	1,242	1,242	1,242	0.0%	0.0%
Interest	18,690	41,671	20,000	90,322	90,322	351.6%	0.0%
Transfer from General Fund	500,000	500,000	500,000	500,000	1,000,000	100.0%	100.0%
TOTAL REVENUES	\$1,708,621	\$1,735,401	\$1,710,112	\$1,780,434	\$2,280,434	33.3%	28.1%
TOTAL RESOURCES	\$4,578,649	\$5,082,512	\$2,712,984	\$6,536,076	\$4,534,148	67.1%	-30.6%
APPROPRIATIONS							
Operating Expense							
Printer & Plotter Replacement	\$0	\$7,145	\$0	\$75,000	\$75,000	100.0%	0.0%
PC, Laptop & Tablet Replacement	119,835	155,610	1,124,911	1,500,000	1,400,000	24.5%	-6.7%
Servers, Switches, Routers & SAN	1,111,703	108,797	500,000	500,000	1,400,000	180.0%	180.0%
Camera Replacement	0	2,629	500,000	1,061,371	500,000	0.0%	-52.9%
RFID Replacement	0	0	143,000	429,000	143,000	0.0%	-66.7%
Audio Visual Replacements	0	52,689	250,000	716,991	250,000	0.0%	-65.1%
TOTAL OPERATIONS	\$1,231,538	\$326,870	\$2,517,911	\$4,282,362	\$3,768,000	49.6%	-12.0%
TOTAL APPROPRIATIONS	\$1,231,538	\$326,870	\$2,517,911	\$4,282,362	\$3,768,000	49.6%	-12.0%
WORKING CAPITAL	\$3,347,111	\$4,755,642	\$195,073	\$2,253,714	\$766,148	292.7%	-66.0%

Exhibit "A" to Ordinance No. 2019-9-7

GENERAL OBLIGATION DEBT SERVICE

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
UNAPPROPRIATED FUND BALANCE	\$3,925,760	\$4,440,933	\$6,431,489	\$6,571,577	\$5,261,612	-18.2%	-19.9%
Revenues							
Ad Valorem Tax							
Current	\$41,179,204	\$44,853,154	\$45,312,712	\$45,685,276	\$47,723,081	5.3%	4.5%
Delinquent	232,584	80,575	474,215	3,169	500,331	5.5%	15688.3%
Penalty & Interest	176,956	137,746	189,686	98,789	200,133	5.5%	102.8%
Fund Interest Income	284,622	322,477	200,000	964,645	868,361	334.2%	-10.0%
Police Academy Reimbursement	151,804	151,994	148,562	148,562	134,572	-9.4%	-9.4%
TOTAL REVENUES	\$42,025,171	\$45,545,947	\$46,325,175	\$46,900,641	\$49,428,477	6.7%	5.4%
TOTAL RESOURCES							
	\$45,950,931	\$49,986,880	\$52,758,664	\$53,472,218	\$54,688,089	3.7%	2.3%
APPROPRIATIONS							
Bond and Certificates							
Principal	\$25,250,000	\$25,250,000	\$26,550,000	\$26,550,000	\$26,020,000	-2.0%	-2.0%
Interest	13,712,428	13,787,755	16,639,820	17,279,231	16,845,771	1.2%	-2.5%
Transfer to CO's Radio Sys Repl	905,400	801,700	802,725	802,725	357,875	-55.4%	-55.4%
Transfer to Tax Notes Radio Repl, PLL, Phone Sys	996,500	998,800	995,700	995,700	997,300	0.2%	0.2%
Transfer to Tax Notes NextGen	638,422	2,587,950	2,571,700	2,571,700	2,570,450	0.0%	0.0%
Exchanges Fees & Bond Sale Expense	7,248	9,098	11,250	11,250	12,000	6.7%	6.7%
Subtotal	\$41,509,998	\$43,415,303	\$47,571,195	\$48,210,606	\$46,803,396	-1.6%	-2.9%
New Debt Projection	0	0	1,280,000	0	1,839,713	43.7%	100.0%
TOTAL APPROPRIATIONS	\$41,509,998	\$43,415,303	\$48,851,195	\$48,210,606	\$48,643,108	-0.4%	0.9%
UNAPPROPRIATED FUND BALANCE	\$4,440,933	\$6,571,577	\$3,905,470	\$5,261,612	\$6,044,980	54.8%	14.9%

WATER & SEWER DEBT SERVICE

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2016-17	2017-18	2018-19	2018-19	2019-20	Bud to Bud	Est to Bud
WORKING CAPITAL	\$801,869	\$805,916	\$809,566	\$822,101	\$832,101	2.8%	1.2%
Revenues							
Transfer in (W & S Fund)	1,837,225	1,835,400	3,270,000	3,272,570	3,267,700	-0.1%	-0.1%
Fund Interest Income	4,797	7,226	4,400	10,000	10,000	127.3%	0.0%
TOTAL	\$1,842,022	\$1,842,626	\$3,274,400	\$3,282,570	\$3,277,700	0.1%	-0.1%
TOTAL RESOURCES	\$2,643,891	\$2,648,542	\$4,083,966	\$4,104,671	\$4,109,801	0.6%	0.1%
APPROPRIATIONS							
Principal	\$930,000	\$855,000	\$1,825,000	\$1,825,000	\$1,855,000	1.6%	1.6%
Interest	907,225	980,400	1,446,070	1,446,070	1,411,200	-2.4%	-2.4%
Fees	750	(8,958)	1,500	1,500	1,500	0.0%	0.0%
Subtotal	\$1,837,975	\$1,826,442	\$3,272,570	\$3,272,570	\$3,267,700	-0.1%	-0.1%
New Debt Projection	0	0	0	0	0	0.0%	0.0%
TOTAL APPROPRIATIONS	\$1,837,975	\$1,826,442	\$3,272,570	\$3,272,570	\$3,267,700	-0.1%	-0.1%
WORKING CAPITAL	\$805,916	\$822,101	\$811,396	\$832,101	\$842,101	3.8%	1.2%

ORDINANCE NO. 2019-9-8

An Ordinance of the City of Plano, Texas, approving and adopting the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2019, and ending September 30, 2020; and providing an effective date.

WHEREAS, following public notice duly posted and published as required by law, public hearings were held on August 12, 2019, and August 17, 2019 by and before the City Council of the City of Plano, the subject of which was the proposed Operating Budget and Community Investment Program of the City of Plano for Fiscal Year 2019-20; and

WHEREAS, during said public hearings, all interested persons were given the opportunity to be heard for or against any item or the amount of any item contained in said Community Investment Program, after which said public hearings were closed; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the appropriations for the 2019-20 Community Investment Program hereinafter set forth is proper and should be approved and adopted.

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

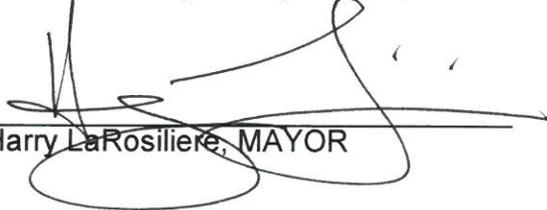
Section I. Appropriations for the Community Investment Program for the year beginning October 1, 2019 and ending September 30, 2020, as filed and submitted by the City Manager, containing estimates for the various projects to be expended, is hereby approved and adopted as follows:

A.	Recreation Center Facilities Fund	10,826,500
B.	Library Facilities Fund	6,920,000
C.	Police & Court Facilities Fund	500,000
D.	Fire & Public Safety Facilities Fund	13,176,295
E.	Municipal Facilities Fund	2,065,000
F.	Park Improvements Fund	24,925,892
G.	Street Improvements Fund	77,785,010
H.	Street Enhancements Fund	90,000
I.	Public Infrastructure Improvements Fund	6,070,000
J.	Technology Improvements Fund	220,000
K.	Municipal Drainage CIP Fund	78,284,000
L.	Plano Event Center Garage Fund	12,500,000
M.	Neighborhood Services Facilities Fund	1,566,000
N.	Park Fee Program	2,424,119
O.	Capital Maintenance Fund	53,548,644
P.	Water Projects Fund	26,094,000
Q.	Sewer Projects Fund	11,800,000

ORDINANCE NO. 2019-9-8

Section II. This Ordinance shall be in full force and effect from and after its passage.

DULY PASSED AND APPROVED this the 9th day of September, 2019.


Harry LaRosiliere, MAYOR

ATTEST:


Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

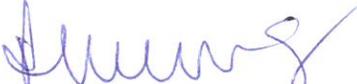

Paige Mims, CITY ATTORNEY

Exhibit "A" to Ordinance No. 2019-9-8

COMBINED EXPENDITURE SUMMARY

(Includes All Resources)

Project Expenditures	Re-Estimate								Future	Total
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2023-24	2023-24		
Fire & Public Safety Facilities	1,632,369	13,176,295	0	0	0	0	0	0	0	14,808,664
Library Facilities	655,000	6,920,000	2,900,000	470,000	4,705,000	0	0	0	0	15,650,000
Police & Court Facilities	11,174,623	500,000	0	0	0	0	0	0	0	11,674,623
Existing Municipal Facilities	0	2,065,000	5,960,000	2,525,000	2,925,000	1,550,000	0	0	0	15,025,000
Animal Shelter	4,253	0	0	0	0	0	0	0	0	4,253
Joint Use Facility	41,000	0	0	0	0	0	0	0	0	41,000
Service Center Facilities	57,000	0	2,000,000	2,750,000	0	0	0	0	0	4,807,000
Park Improvements	49,554,586	24,925,892	35,810,208	16,575,000	43,050,000	53,475,000	19,200,000	0	0	242,590,686
Recreation Center	6,018,485	10,826,500	4,500,000	0	0	0	7,500,000	0	0	28,844,985
Public Infrastructure Improvements	6,035,110	6,070,000	70,000	0	0	0	0	0	0	12,175,110
Street Improvements	41,857,640	77,785,010	56,705,000	45,133,000	40,690,000	43,530,000	44,655,000	0	0	350,355,650
Street Enhancements	875	90,000	510,000	375,000	375,000	375,000	375,000	0	0	2,100,875
Total General Obligation	117,030,941	142,358,697	108,455,208	67,828,000	91,745,000	98,930,000	71,730,000	71,730,000	0	698,077,846
Public Art	109,250	0	0	0	0	0	0	0	0	109,250
Technology Improvements	14,356,689	220,000	5,000,000	0	0	0	0	0	0	19,576,689
Total Short Term Debt	14,465,939	220,000	5,000,000	0	0	0	0	0	0	19,685,939
Plano Event Center Garage	0	12,500,000	0	0	0	0	0	0	0	12,500,000
Municipal Drainage	4,219,819	78,284,000	4,853,000	5,600,000	4,700,000	2,800,000	10,445,000	0	0	110,901,819
Total Revenue Bond	4,219,819	90,784,000	4,853,000	5,600,000	4,700,000	2,800,000	10,445,000	10,445,000	0	110,901,819
Park Fee Program	0	2,424,119	3,440,437	1,552,831	657,106	0	0	0	0	8,074,493
Neighborhood Services Facilities	0	1,566,000	0	0	0	0	0	0	0	1,566,000
DART Local Assistance	16,244	0	0	0	0	0	0	0	0	16,244
Capital Maintenance Fund:										
Streets & Drainage Projects	28,990,000	35,680,000	40,195,000	39,165,000	40,420,000	42,445,000	20,000	0	0	226,915,000
Parks & Recreation Projects	9,955,833	8,532,359	6,747,359	5,050,359	4,870,359	4,925,359	5,165,359	0	0	45,246,987
Municipal Facilities Projects	9,261,963	8,670,285	6,758,550	3,717,030	3,462,000	3,992,000	75,069	0	0	35,936,897
Utility & Other Projects	566,217	666,000	1,866,000	516,000	500,000	500,000	501,000	0	0	5,115,217
Capital Maintenance Fund Total	48,774,013	53,548,644	55,566,909	48,448,389	49,252,359	51,862,359	5,761,428	0	0	313,214,101
Total Other Funds	48,790,257	57,538,763	59,007,346	50,001,220	49,909,465	51,862,359	5,761,428	5,761,428	0	322,870,838
Water	12,048,616	26,094,000	21,970,000	27,070,000	12,210,000	9,850,000	6,560,000	0	0	115,802,616
Sewer	7,025,756	11,800,000	11,150,000	9,900,000	9,750,000	9,750,000	11,400,000	0	0	70,775,756
Total Water & Sewer	19,074,372	37,894,000	33,120,000	36,970,000	21,960,000	19,600,000	17,960,000	17,960,000	0	186,578,372
TOTAL	203,581,328	328,795,460	210,435,554	160,399,220	168,314,465	173,192,359	105,896,428	105,896,428	0	1,338,114,814

ORDINANCE NO. 2019-9-9

An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2019 and terminating September 30, 2020 and providing an effective date.

WHEREAS, the City Council of the City of Plano has been presented with a proposed Ad Valorem Tax Rate for Fiscal Year 2019-20, and such Tax Rate would impose an amount of taxes from the same properties in both Fiscal Year 2018-19 and Fiscal Year 2019-20; and

WHEREAS, Section 26.05 of the Texas Tax Code, as amended, provides that the City may not adopt a Tax Rate for Fiscal Year 2019-20 that exceeds the lower of the Rollback Tax Rate or the Effective Tax Rate calculated without notice of and holding two public hearings on the proposed tax rate; and

WHEREAS, the proposed Tax Rate does not exceed the Effective Tax Rate and Rollback Tax Rate and therefore, the notice of and two public hearings on the adoption of a tax rate were not required, in accordance with State law; and

WHEREAS, upon full review of and consideration of the matter, the City Council is of the opinion that the proposed Tax Rate for Fiscal Year 2019-20 should be approved and adopted for Fiscal Year 2019-20.

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

Section I. There is hereby levied and shall be assessed for the Fiscal Year 2019-20 of the City of Plano an Ad Valorem Tax Rate on each ONE HUNDRED DOLLARS (\$100.00) valuation of property within the limits of the City of Plano and subject to taxation as follows:

\$0.3372	for purposes of General Fund maintenance and operation.
\$0.1110	for payment of principal and interest on all General Obligation Bond funded debt of this City.

<u> </u>	
\$0.4482	Total Tax Rate

Section II. The Tax Assessor of the City of Plano is hereby directed to assess for the 2019-20 Fiscal Year the rates and amounts herein levied and, when such taxes are collected, to distribute the collections in accordance with this Ordinance.

ORDINANCE NO. 2019-9-9

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

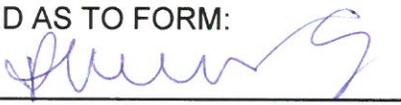
DULY PASSED AND APPROVED, this the 9th day of September 2019.


Harry LaRosiliere, **MAYOR**

ATTEST:


Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:


Paige Mims, **CITY ATTORNEY**

ORDINANCE NO. 2019-9-10

An Ordinance of the City of Plano, Texas ratifying the property tax revenue in the 2019-20 Budget as a result of the City receiving more revenues from property taxes in the 2019-20 Budget than in the previous fiscal year; and providing an effective date.

WHEREAS, Local Government Code 102.007 relating to Adoption of the Budget, requires the City to ratify by a separate vote and providing the necessary disclosure language in the ratification, when there is an increase to the property tax revenues in the proposed budget as compared to the previous year; and

WHEREAS, The City's 2019-20 Budget has an increase in property tax revenues as compared to the previous year; and

WHEREAS, as a result of the approval of the 2019-20 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

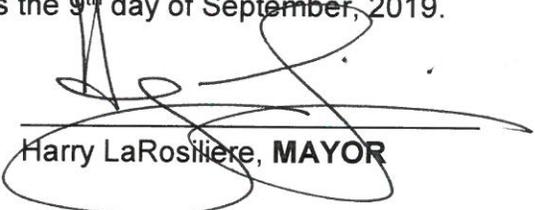
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The increased revenue from property taxes in the 2019-20 City Budget is hereby ratified, with the following declaration:

"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$5,375,892 OR 2.73%, AND OF THAT AMOUNT \$3,719,014 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR."

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

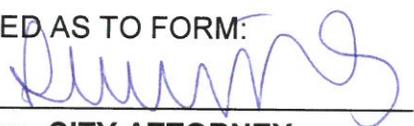
DULY PASSED AND APPROVED, this the 9th day of September, 2019.


Harry LaRosiliere, **MAYOR**

ATTEST:


Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:


Paige Mims, **CITY ATTORNEY**

RESOLUTION NO. 2019-9-11(R)

A Resolution of the City of Plano, Texas, approving a revised Fee Schedule for the Environmental Health & Sustainability Department to reflect certain legislative changes; and providing an effective date.

WHEREAS, on September 10, 2018, the City Council adopted Resolution No. 2018-9-1(R), entitled "Environmental Health & Sustainability Department Fee Schedule" which adopted fees for permits, inspection fees, and other department services; and

WHEREAS, it is necessary to update and approve a new Environmental Health & Sustainability fee schedule to include updates related to certain legislative changes; and

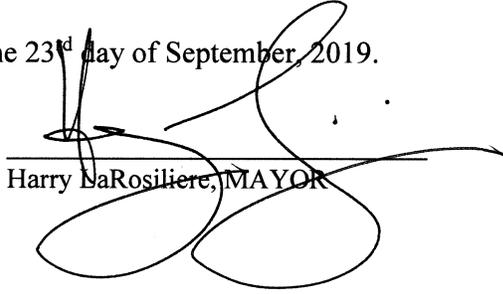
WHEREAS, the City Council has determined that it is in the best interest of the City of Plano, Texas, to adopt a revised fee schedule, attached hereto as Exhibit "A".

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

Section I. The Environmental Health & Sustainability Department Fee Schedule, attached hereto as Exhibit "A," 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 approved.

Section II. This Resolution shall become effective upon approval.

DULY PASSED AND APPROVED this the 23rd day of September, 2019.



Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

EXHIBIT "A"

**ENVIRONMENTAL HEALTH & SUSTAINABILITY DEPARTMENT
FEE SCHEDULE**

PERMIT FEES	
<i>FOOD ESTABLISHMENT</i>	
1. Food Establishment – Mega Stores	\$ 1000.00
2. Food Establishment – Grocery Stores	\$ 800.00
3. Food Establishment Type I ¹	\$ 225.00
4. Food Establishment Type II	\$ 400.00
5. Food Establishment Type III	\$ 500.00
6. Food Establishment Type IV	\$ 550.00
7. Mobile Food Unit	
A. Mobile Type I	\$ 200.00
B. Mobile Type II	\$ 255.00
C. Mobile Type III	\$ 300.00
8. Temporary & Seasonal Events	
A. Seasonal, Non-PHF/TCS	\$ 155.00
B. Temporary – first booth	\$ 95.00
a. Each additional booth (for vendors with more than one)	\$ 25.00
C. Temporary – with valid COP annual food service permit (per booth)	\$ 20.00
D. Annual Temporary	\$ 500.00
E. Non-Profit Processing Fee ²	\$ 20.00
F. Late Fee (seasonal or temporary application submitted less than five (5) business days prior to event)	\$ 50.00
9. Farmers' Market & Farm Stand	
A. Market: 1-30 Vendors	\$ 200.00
B. Market: 31-60 Vendors	\$ 400.00
C. Market: 61+ Vendors	\$ 470.00
D. Farm Stand: Annual (separate from a market, or sells from farmer's farm)	\$ 100.00
<i>POOL</i>	
1. Swimming Pool	\$ 250.00
2. Additional Pool	\$ 150.00
<i>LIQUID WASTE HAULER AND GENERATOR</i>	
1. Waste Hauler	\$ 200.00
2. Waste Generator (Grit/Sand or Grease Trap) – per trap	\$ 50.00
<i>INDUSTRIAL WASTEWATER PRETREATMENT</i>	
1. Industrial Pretreatment Annual Fee	\$ 300.00
2. Industrial Pretreatment BMP Permit Fee	\$ 50.00
<i>INDUSTRIAL USER</i>	
1. Industrial User Fee Per Outfall (monthly)	\$ 590.00
<i>BODY ART</i>	
1. Body Art	\$ 255.00
PERMIT LATE FEES³	
<i>PERMIT RENEWAL LATE FEE</i>	
1-30 days after expiration date	10% of permit fee
31-60 days after expiration date	20% of permit fee

MISCELLANEOUS FEES	
<i>PLAN REVIEW</i>	
1. Food Establishment Plan Review ⁴	\$ 425.00
2. Pool Plan Review ⁴	\$ 520.00
3. Body Art Plan Review ⁴	\$ 300.00
4. Pool or Food Establishment Remodel, Expansion, or Equipment Review ⁵	\$ 225.00
<i>CERTIFICATE OF OCCUPANCY (C/O) & TEMPORARY (T/C/O)</i>	
1. First C/O or T/C/O inspection	-0-
2. Second and subsequent inspection(s)	\$ 100.00
<i>OTHER FEES⁴</i>	
1. Swimming Pool Re-Inspection ⁶	\$ 75.00
2. Food Establishment Re-inspection or Compliance Inspection ⁶	\$ 75.00
3. Mobile Food Inspection Appointment No-Show	\$ 25.00
4. Variance Review (Food Code)	\$ 200.00
<i>TRAINING</i>	
1. Food Manager Certification	\$ 100.00
2. Food Handler class (class instruction fee only)	\$ 25.00
3. Food Establishment or Pool Permit Reprint	\$ 5.00
4. Certified Pool Operator Course	\$ 200.00
NOTES	
<p>¹Type I – IV refers to the risk categorization and resulting inspection frequencies of food establishments as defined in the FDA’s Voluntary National Retail Food Regulatory Program Standards.</p> <p>²Proof of charitable non-profit (tax-supported) status must be submitted with application. Late fees may apply.</p> <p>³No permit shall be issued or renewed until the applicable permit fee is paid. Late fees for permit renewals shall apply as indicated.</p> <p>⁴A plan review fee shall be charged for the review of plans and specifications of new construction.</p> <p>⁵A remodel or expansion review applies only to those establishments currently permitted by the Environmental Health Division. All other construction is considered "new construction" and must pay the regular plan review fee.</p> <p>⁶For re-inspections required due to critical violation issues or required compliance inspection</p>	

RESOLUTION NO. 2019-9-12(R)

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 23rd day of September, 2019.



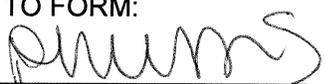
Harry LaRosillere, MAYOR

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 2019, 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-six (26) employees who are certified police officers for the School Resource Officer Program in the 2019-2020 fiscal year, to be assigned to duties described in the 2019-2020 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 2019, and ending the 30th day of September 2020.

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 \$143,852.00 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 two (2) sergeants provided by the CITY.

Exhibit "A" to Resolution No. 2019-9-12(R)

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 2019-2020 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: _____
Mark D. Israelson, City Manager

Approved as to Form:

Plano Independent School District

Attorney for PISD

By: Sara M. Bonser
Sara Bonser
Superintendent
Plano Independent School District

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the _____ day of _____, 2019 by Mark D. Israelson, **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

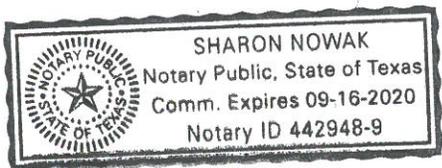
ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF COLLIN

This instrument was acknowledged before me on the 3 day of September, 2019 by Sara Bonser, **Superintendent of the PLANO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization.

Sharon Nowak

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 2019-2020

The following administrative guidelines are adopted for the School Resource Officer program during school year 2019-2020:

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. SROs at middle schools and other schools (as determined by the Department and PISD, together) will make weekly visits to assigned elementary schools within the city limits of the City of Plano, and when practicable, respond to calls for police service at these elementary schools. PISD may provide a marked police vehicle to be used by SROs for these purposes. SROs operating PISD-owned vehicles will operate such vehicles in compliance with all applicable traffic laws as well as the Department's policies and procedures. PISD-owned vehicles will not be used to conduct traffic stops, engage in vehicle pursuits or transport prisoners. PISD-owned vehicles will not be operated as an emergency vehicle except when responding to a life-threatening emergency, and only in the manner authorized by the Department's policies and procedures.
6. 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.
7. The SROs will staff summer school as determined by the Department and PISD, together.
8. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.

Attachment "1" to Interlocal Agreement

Page 2

Administrative Guidelines

School Year 2019-2020

- 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.
9. 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)
10. 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.
11. School Resource Officers (SROs) shall have the following law enforcement duties:
- a. Protecting the safety and welfare of any person in the jurisdiction of the peace officer.
 - b. Protecting the property of the school district.
 - c. Investigation of criminal offenses and incidents affecting the safety and welfare of students, staff and others.
 - d. Performing any duty required by law of peace officers.
 - e. Presenting approved educational or safety programs to students or staff members where such programs promote the safety and welfare of students, staff or others.
- The school district may not assign School Resource Officers to perform duties that involve routine school discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officer. However, this shall not prohibit School Resource Officers from having informal contact with a student even if unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement.
12. 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.
13. 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.
14. 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.

Attachment "1" to Interlocal Agreement

Page 3

Administrative Guidelines

School Year 2019-2020

15. 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.

16. 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 M. Bonser

9/3/19

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 2019-2020

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 2019-2020. 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, as applicable, responding to an incident on a PISD campus.

School Resource Officers (SROs) shall have the following law enforcement duties:

- a. Protecting the safety and welfare of any person in the jurisdiction of the peace officer.
- b. Protecting the property of the school district.
- c. Investigation of criminal offenses and incidents affecting the safety and welfare of students, staff and others.
- d. Performing any duty required by law of peace officers.
- e. Presenting approved educational or safety programs to students or staff members where such programs promote the safety and welfare of students, staff or others.

The school district may not assign School Resource Officers to perform duties that involve routine school discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties of the officer. However, this shall not prohibit School Resource Officers from having informal contact with a student even if unrelated to the assigned duties of the officer or an incident involving student behavior or law enforcement.

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

Attachment "2" to Interlocal Agreement

Page 2

Operational Guidelines

School Year 2019-2020

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.

Attachment "2" to Interlocal Agreement

Page 3

Operational Guidelines

School Year 2019-2020

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

Attachment "2" to Interlocal Agreement

Page 4

Operational Guidelines

School Year 2019-2020

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 M. Bonser

9/3/19

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

REVISION DATE: May 30, 2006

REVIEW DATE:

AFFECTS: All Personnel

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
REVIEW DATE:
AFFECTS: All Personnel

REVISION DATE: May 30, 2006

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 2019 - 2020

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 2019 - 2020.

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 P3 Campus 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 P3 Campus 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 M. Bonser

9/3/19

Sara Bonser
Superintendent
Plano Independent School District

Date

ORDINANCE NO. 2019-9-13

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2018-9-3; establishing the number of certain classifications within the Fire Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date.

WHEREAS, on September 10, 2018 by Ordinance No. 2018-9-3, the City Council of the City of Plano, Texas, adopted the Civil Service compensation plan for the Fire Department of the City of Plano; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective September 30, 2019 and the classification and salary plan for the sworn personnel of the Fire Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

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

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

Section I. Ordinance No. 2018-9-3 duly passed and approved by the City Council of the City of Plano, Texas on September 10, 2018 is repealed in its entirety effective September 30, 2019.

Section II. The number of positions in the City of Plano Fire Department effective September 30, 2019 and the classification and salary plan of the City of Plano Fire Department for City of Plano fiscal year 2019-20, as set forth in Exhibit "A", are hereby approved.

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

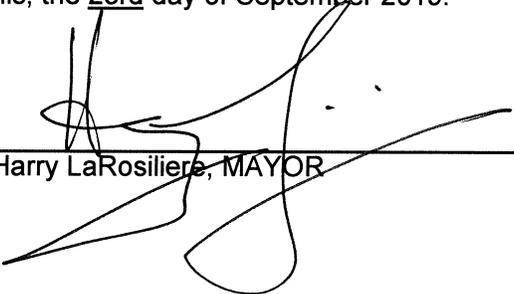
Section IV. All provisions of the Ordinances of the City of Plano, codified and uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified or uncodified, not in conflict with the provisions of this Ordinance,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

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

ORDINANCE NO. 2019-9-13

Section VI. Upon passage, this Ordinance shall become effective September 30, 2019.

DULY PASSED AND APPROVED, this, the 23rd day of September 2019.



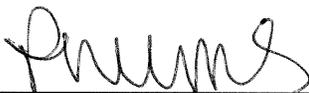
Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY



CITY OF PLANO
2019 - 2020 CIVIL SERVICE COMPENSATION PLAN
 Effective 9/30/2019
FIRE

RANGE	POSITION	Effective Date - # Positions	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Firefighter	10/1/2019 - 223	Annual:	\$71,162		\$76,180	\$83,920
			Monthly:	\$5,930		\$6,348	\$6,993
			Shift Hourly:	\$24,4375		\$26,1608	\$28,8187
			40-hour Hourly:	\$34,2125		\$36,6251	\$40,3462
002	Fire Engineer	10/1/2019 - 64	Annual:	\$94,386			
			Monthly:	\$7,866			
			Shift Hourly:	\$32,4128			
			40-hour Hourly:	\$45,3779			
003	Lieutenant	10/1/2019 - 33	Annual:	\$105,862			
			Monthly:	\$8,822			
			Shift Hourly:	\$36,3537			
			40-hour Hourly:	\$50,8952			
004	Captain	10/1/2019 - 51	Annual:	\$117,732			
			Monthly:	\$9,811			
			Shift Hourly:	\$40,4298			
			40-hour Hourly:	\$56,6017			
005	Battalion Chief	10/1/2019 - 7	Annual:	\$134,048			
			Monthly:	\$11,171			
			Shift Hourly:	\$46,0331			
			40-hour Hourly:	\$64,4463			
006	Deputy Fire Chief	10/1/2019 - 7	Annual:	\$146,375			
			Monthly:	\$12,198			
			40-hour Hourly:	\$70,3727			
			Annual:	\$157,774			
007	Appointed Assistant Fire Chief	10/1/2019 - 2	Monthly:	\$13,148			
			40-hour Hourly:	\$75,8527			

The base pay is the same for all personnel within a classification; however the hourly pay rates vary based on whether the individual is assigned to a 40 hour per week staff position or a 56 hour per week shift position. The hourly rate shown above is the base hourly rate at which pay is calculated. The monthly and annual rates shown are for informational purposes only and illustrate potential pay based on hours worked which are not guaranteed. The City Council can change pay, pay periods, and total hours scheduled at any time.

ORDINANCE NO. 2019-9-14

An Ordinance of the City of Plano, Texas repealing Ordinance No. 2019-5-3; establishing the number of certain classifications within the Police Department for fiscal year 2019-20; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 30, 2019; and providing a repealer clause, a severability clause and an effective date.

WHEREAS, on May 13, 2019 by Ordinance No. 2019-5-3, the City Council of the City of Plano, Texas, adopted and approved the Civil Service compensation plan, including the classifications and salaries for the sworn personnel positions within the Police Department of the City of Plano; and

WHEREAS, in compliance with Chapter 143 of the Texas Local Government Code, V.T.C.A., as amended, the City Council desires to adopt the specified number of positions effective September 30, 2019, and the classification and salary plan for the sworn personnel of the Police Department of the City of Plano, Texas as set forth in attached Exhibit "A"; and

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

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

Section I. Ordinance No. 2019-5-3 duly passed and approved by the City Council of the City of Plano, Texas on May 13, 2019 is repealed in its entirety effective September 30, 2019.

Section II. The number of positions in the City of Plano Police Department effective September 30, 2019 and the classification and salary plan of the City of Plano Police Department for City of Plano fiscal year 2019-20, as set forth in Exhibit "A" is hereby approved and adopted.

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

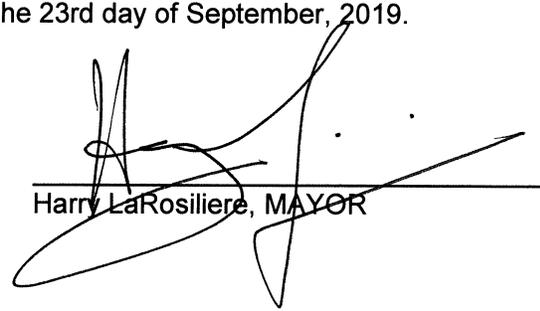
Section IV. All provisions of the Ordinances of the City of Plano, codified and uncoded, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified and uncoded, not in conflict with the provisions of this Ordinance,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

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

Section VI. Upon passage, this Ordinance shall become effective September 30, 2019.

ORDINANCE NO. 2019-9-14

DULY PASSED AND APPROVED, this, the 23rd day of September, 2019.



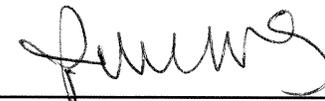
Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY



CITY OF PLANO
2019 - 2020 CIVIL SERVICE COMPENSATION PLAN
 Effective 9/30/2019
POLICE

RANGE	POLICE	Effective Date - # Positions	BASE	6 Mos.	12 Mos.	18 Mos.	24 Mos.	30 Mos.	36 Mos.	60 Mos.	120 Mos.	180 Mos.	240 Mos.	
001	Police Officer	10/1/2019 - 351	Annual: \$71,759	\$74,178	\$76,607	\$80,007	\$82,640	\$85,462	\$89,800	\$92,335	\$92,968	\$93,602	\$94,235	
			Monthly: \$5,980	\$6,182	\$6,384	\$6,667	\$6,887	\$7,122	\$7,483	\$7,695	\$7,747	\$7,800	\$7,853	\$7,853
			Hourly: \$34.4996	\$35.6626	\$36.8301	\$38.4650	\$39.7308	\$41.0877	\$43.1732	\$44.3916	\$44.6962	\$45.0008	\$45.3053	\$45.3053
002	Sergeant	10/1/2019 - 40	Annual: \$101,940		\$105,857									
			Monthly: \$8,495		\$8,821									
			Hourly: \$49.0094		\$50.8930									
003	Lieutenant	10/1/2019 - 16	Annual: \$113,801		\$120,623									
			Monthly: \$9,483		\$10,052									
			Hourly: \$54.7122		\$57.9916									
004	Deputy Police Chief	10/1/2019 - 4	Annual: \$131,655		\$139,547									
			Monthly: \$10,971		\$11,629									
			Hourly: \$63.2959		\$67.0897									
005	Assistant Police Chief	10/1/2019 - 2	Annual: \$150,005		\$159,818									
			Monthly: \$12,500		\$13,318									
			Hourly: \$72.1180		\$76.8358									
01A	Recruit		Annual: \$66,492											
			Monthly: \$5,541											
			Hourly: \$31.9671											

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

EXHIBIT A

ORDINANCE NO. 2019-9-15

An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 129 to the Code of Ordinances for the City of Plano; providing for amendment to certain sections of the Code; and providing an effective date.

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

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

WHEREAS, the Code of Ordinances of the City of Plano, Texas has been revised by previous amendments duly passed as individual ordinances by the City Council and such amendments are reflected on Supplement Number 129; and

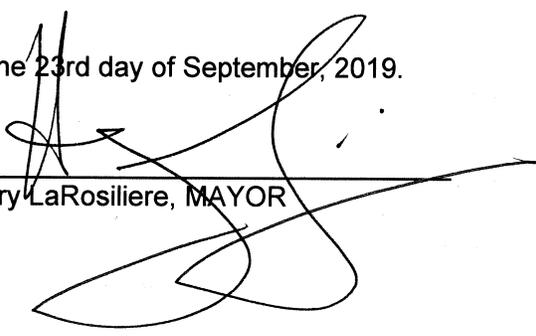
WHEREAS, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 129 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the original ordinance.

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

Section I. The City Council hereby adopts the printed Code form of the ordinances contained in Supplement Number 129 as prepared by the codifier.

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

DULY PASSED AND APPROVED this the 23rd day of September, 2019.



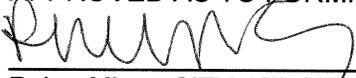
Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

ORDINANCE NO. 2019-9-16

An Ordinance of the City of Plano, Texas, amending certain sections of Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano to be consistent with current State law; providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause and an effective date.

WHEREAS, on April 23, 2018, the City Council of the City of Plano duly passed Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano; and

WHEREAS, the State Legislature adopted certain legislation related to the regulation of food and food establishments and staff recommends amending certain provisions in the existing ordinance to be consistent with the same; and

WHEREAS, the City Council of the City of Plano, after consideration of the recommendations of staff and all matters attendant and related thereto, is of the opinion that the recommended changes are in the best interest of the City and its citizens and will promote health, safety, and welfare of the citizens of Plano and the general public.

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

Section I. Certain sections of Ordinance No. 2018-4-6, codified as Chapter 9, Food Code of the Code of Ordinances of the City of Plano are hereby amended as set forth below:

Sec. 9-1(b) *Amendments, modifications and deletions.*

Section 228.146. Plumbing Design, Construction, and Installation. Section 228.146(g)(2) is amended to read as follows:

- (2) Grease traps shall be:
 - (A) Adequately sized by a professional engineer, master plumber, or architect;
 - (B) Installed and maintained in accordance with the Plumbing Code;
 - (C) Located outside of the food preparation area of the establishment; and
 - (D) Easily accessible for cleaning.

Section 228.186. Premises, Buildings, Systems, Rooms, Fixtures, Equipment, Devices, and Materials. Section 228.186 (o)(4) is amended to read as follows.

- (4) Dogs on an outdoor patio of a food establishment shall meet the requirements set forth in Section 437.025 of the Texas Health and Safety Code, as amended.

Sec. 9-2. – Farmer’s markets.

Section 9-2(a) is amended by adding subsection (1) to read as follows:

ORDINANCE NO. 2019-9-16

- (1) Farm stands and farmers selling food from their farm must meet the requirements of this section.

Section 9-2(b)(2) is amended to read as follows:

- (2) Farmer's market vendors that offer, sell, or distribute temperature control for safety (TCS) food shall have a person in charge that can provide proof upon request of successfully passing a Texas Department of State Health Services (TDSHS) recognized certified food handler course. Food vendors that offer, sell, or distribute only prepackaged non-TCS food and plants, nuts in the shell, or whole, raw fruits and vegetables that are intended for hulling, peeling, or washing by the consumer before consumption, are exempt from the certified food handler requirement.

Section 9-2(c)(5) is amended to read as follows:

- (5) *Sampling*. Sampling shall meet the requirements of Section 437.020 of the Texas Health and Safety Code, as amended.

Section II. All provisions of the Code of Ordinances of the City of Plano, codified or uncodified, in conflict with the provision of this Ordinance are hereby repealed, and all other provisions of the Code of Ordinances of the City of Plano, codified or uncodified, not in conflict with 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.

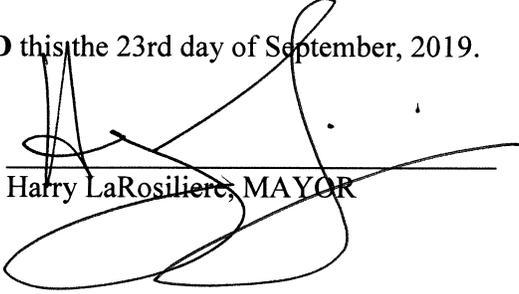
Section IV. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under by virtue of such Ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting 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) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

ORDINANCE NO. 2019-9-16

DULY PASSED AND APPROVED this the 23rd day of September, 2019.



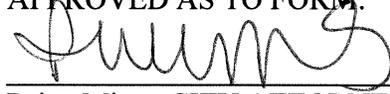
Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

ORDINANCE NO. 2019-9-17

An Ordinance of the City of Plano, Texas amending Article III, Property Maintenance Code, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano by adding Division 4, Registration and Inspection of Hotel / Motel Properties, to provide for procedures allowing registration and inspection of hotel / motel properties; providing a penalty clause, a severability clause, a repealing clause, a savings clause, a publication clause, and an effective date.

WHEREAS, the City Council has enacted regulations regarding property maintenance in the City of Plano, Texas; and

WHEREAS, such regulations are now codified in Article III, Property Maintenance Code, of Chapter 6, Buildings and Building Regulations, of the Code of Ordinances of the City of Plano, Texas; and

WHEREAS, in order to provide for procedures allowing registration and inspection of hotel / motel properties, the City Council must add Division 4, Registration and Inspection of Hotel / Motel Properties.

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

Section I. Article III, Property Maintenance Code, of Chapter 6, Building and Building Regulations, of the Code of Ordinance of the City of Plano is hereby amended by adding Division 4 to read in its entirety as follows:

"DIVISION 4. - REGISTRATION AND INSPECTION OF HOTEL / MOTEL PROPERTIES

Sec. 6-111. - Short title.

This division may be referred to as the "Hotel / Motel Registration and Inspection Code".

Sec. 6-112. - Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated. Where terms are not defined, they shall have their ordinary accepted meanings.

Building Official means the official or other designated authority performing the duties of the Chief Building Official of the City, or his or her duly authorized representative.

Common area means communal areas of the hotel / motel, including hallways, stairways, lobby areas, laundry rooms, pool facilities, green spaces, recreation rooms and parking lots.

Director of Neighborhood Services or *director* means the code compliance director or the director's duly authorized representative who is charged with the administration and enforcement of this article.

Hotel / Motel means a building or group of buildings designed for and occupied as a temporary dwelling place of individuals and providing 4 or more rooms suitable for daily or

ORDINANCE NO. 2019-9-17

long-term occupancy. Hotel services including daily housekeeping and upkeep of furnishings must be provided.

Hotel / Motel room means the portion of the hotel / motel which may be used by a guest as a temporary residence, including single rooms and suites.

Occupancy means the purpose for which a building or portion thereof is utilized or occupied.

Occupant means any individual living or sleeping in a building, or having a right to possession of a space within a hotel / motel room.

Operator means the manager, management company, managing agent or on-site manager of a hotel / motel.

Owner means any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

Person means an individual, corporation, partnership or any other group acting as a unit.

Premises mean a lot, plot or parcel of land, easement or public way, including any structures thereon.

Sec. 6-113. - Purpose.

The purpose of this division is to safeguard the life, health, safety, welfare, and property of the occupants of hotel / motels and the general public by developing a process to enforce minimum building standards and property maintenance codes; and to provide equitable and practical remedies for the violation of minimum building standards and property maintenance codes.

Sec. 6-114. - Applicability and administration.

- (a) This article shall apply to hotel / motels located in the city which are (5) years old or older with 4 or more rooms.
- (b) The Neighborhood Services Director and the director's authorized representatives are authorized to administer and enforce the provisions of this article.

Sec. 6-115. - Registration required.

- (a) The owner or operator of a hotel / motel meeting the applicability in section 6-114 (a) shall annually register the premises with the Director of Neighborhood Services by April 30th of each calendar year.
- (b) A registration is valid for one calendar year, unless the ownership of the hotel / motel changes.
- (c) If a change in ownership of the hotel / motel occurs during the period that a registration is otherwise valid, the new owner of the hotel / motel shall have thirty (30) days from the date

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the change of ownership occurred to file a new registration with the Director of Neighborhood Services and shall pay a twenty-five dollar (\$25.00) fee to re-issue the registration.

- (d) Registration re-issues received after thirty (30) days of ownership change shall be assessed a late fee of seventy-five dollars (\$75.00) at the time of registration re-issue.
- (e) Annual registration or renewals postmarked or received after April 30th shall be assessed an additional fee increase of:
 - (1) Ten (10) percent of registration fee, as outlined in section 6-116 (b), if within one month of due date;
 - (2) Thirty (30) percent of registration fee, as outlined in section 6-116 (b), if within two (2) months of due date;
 - (3) Fifty (50) percent of registration fee, as outlined in section 6-116 (b), thereafter.
- (f) All fees and assessments must be current with the city prior to the renewal of a registration certificate.
- (g) The registration shall be on a form prescribed by the neighborhood services director and shall at a minimum, contain the following information about the premises:
 - (1) The trade name, physical address, business mailing address and total number of units or hotel / motel rooms;
 - (2) The names of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any twenty-four (24) hour period. Emergency conditions shall include fire, natural disaster, flood, burst pipes, collapse hazard and violent crime;
 - (3) The names, addresses, and telephone numbers of the property owner, operators, property manager, resident manager, registered agent, and all federal, state, and local funding agencies;
 - (4) The names, addresses and telephone numbers of any mortgage lienholders.
- (h) An operator commits an offense if the operator operates a hotel / motel which is not currently registered with the director as prescribed.

Sec. 6-116 – Registration Fees.

- (a) The owner or operator of a hotel / motel shall annually pay the city a fee to offset the city's cost of administration, registration and inspection.
- (b) Hotel / Motel owner or operators that have not received an inspection waiver or a previously awarded waiver has been rescinded or has expired as provided for in section 6-117 shall submit an annual fee of eight dollars (\$8.00) per hotel / motel room per year with the registration form required by section 6-115.
- (c) Hotel / Motel owner or operators that have received an inspection waiver and the waiver has not been rescinded or has not expired as provided for in section 6-117 shall submit an annual fee of two hundred fifty dollars (\$250.00) per year with the registration form required by section 6-115.

ORDINANCE NO. 2019-9-17

- (d) The owner or operator of a hotel / motel that fails a periodic inspection as provided for in section 6-117 shall eliminate all violations identified at the time of the periodic inspection. Follow-up inspections shall be scheduled by the director or the director's representative after a period of time determined by the director or the director's representative to be sufficient for the owner to abate the violations. Inspection fees shall be assessed as follows:
 - (1) *Initial inspection and first re-inspection*—No fee.
 - (2) *Second re-inspection*—Two hundred fifty dollars (\$250.00) per hotel / motel room or public area inspected.
 - (3) *Third and subsequent re-inspections*—Five hundred dollars (\$500.00) per hotel / motel room or public area inspected.
- (e) A fee of twenty five dollars (\$25.00) shall be submitted to reprint an already issued hotel / motel registration certificate.

Sec. 6-117. - Inspection by director or director's designated representative.

- (a) To determine compliance with minimum building and property maintenance standards in accordance with the International Property Maintenance Code and other applicable city codes and to determine compliance with this article, the director or director's designated representative may conduct:
 - (1) Annual inspections;
 - (2) Follow-up inspections; and
 - (3) Inspections based on indications of code violations, including complaints filed with the director or director's designated representative.
- (b) The following areas of a hotel / motels shall be subject to periodic inspection by the director or director's designated representative:
 - (1) All building exteriors;
 - (2) All exterior and interior common areas;
 - (3) All mechanical, maintenance, storage and equipment rooms and closets;
 - (4) Vacant hotel / motel room;
 - (5) Comparative sample of occupied hotel / motel rooms upon receipt of consent by the room's occupant or other recourse as provided by law.
- (c) Hotel / motels that are found to be maintained in accordance with minimum building and property maintenance standards during the initial inspection may receive a waiver of inspection and will not require an annual inspection for the following two (2) years unless a subsequent complaint based violation is identified prior to the next required annual inspection.
- (d) The director, building official or their designated representative may inspect portions of a hotel / motel as frequently as the director or building official deems necessary. Annual inspections shall be scheduled within 3 months of any previous annual inspection, unless otherwise exempted by waiver of inspection, but no less frequently than once every three (3) years.

ORDINANCE NO. 2019-9-17

- (e) The operator of a hotel / motel shall make all exteriors, all interior and exterior public areas, and all vacant hotel / motel rooms of the premises available to the director or director's designated representative for inspections at all reasonable times subject to the authority provided by subsection (g) below.
- (f) The director or director's designated representative is authorized to make follow-up inspections of a hotel / motel premises which fails a periodic inspection and to inspect all areas included in the periodic inspection until such time as the violations are abated.
- (g) The authority granted to conduct inspections by the director or the director's designee in section 6-117 is subject to all limitations provided in state and federal law. If entry is refused or not obtained, the director or director's representative is authorized to seek a warrant allowed by Article 18.05 of the Texas Code of Criminal Procedure, as amended.

Sec. 6-118. – Owner or operator self-inspections.

- (a) The owner or operator of a hotel / motel premises or their designee shall inspect each hotel / motel room:
 - (1) The inspection of a hotel / motel room shall be conducted a minimum of once annually;
 - (2) The owner or operator or their designee shall sign and date each self-inspection report at the time of completion for each hotel / motel room upon the premises.
 - (3) The minimum building and property maintenance standards established by the International Property Maintenance Code and other applicable city codes shall be covered by the inspection. Required items shall include but not be limited to the following:
 - a. Electrical facilities;
 - b. Plumbing facilities;
 - c. Heating facilities;
 - d. Ventilation;
 - e. Smoke detectors;
 - f. Occupancy limitations;
 - g. Means of ingress/egress;
 - h. Handrails and guardrails; and
 - i. Rubbish and garbage
- (b) An operator shall maintain reports of the inspections conducted pursuant to subsection (a) for all hotel / motel rooms within and on the premises.
 - (1) The reports shall be in written form on a form prescribed or approved by the Director of Neighborhood Services or the Director's designated representative.
 - (2) Any alterations to an approved form must be resubmitted for approval.
 - (3) The report shall include places for marking whether the hotel / motel room complies with the standards set by this section.

ORDINANCE NO. 2019-9-17

- (4) The inspection reports shall be maintained on the premises by the operator for a minimum of three (3) years.

Sec. 6-119. - Offenses.

An operator commits an offense if the operator:

- (1) Operates a hotel / motel which is not currently registered with the director as required by this article;
- (2) Fails to pay administrative or inspection fees as required by this article;
- (3) Fails to make owner self-inspections as outlined in section 6-118; or
- (4) Fails to post registration certificates and emergency contact signs as outlined in section 6-120, or
- (5) Commits any other violation of this article.

Sec. 6-120. - Posting.

Each hotel / motel premises described herein shall have prominently displayed in a conspicuous, publicly accessible area on the premises of the hotel / motel:

- (1) Current and valid registration certificates.
- (2) If the property is not staffed continuously, then signs posted by the owner or owners representative showing the names of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any twenty-four (24) hour period.

Sec. 6-121. - Enforcement.

- (a) A violation of this division is a Class C misdemeanor punishable as stated in section 1-4(a) of this Code.
- (b) Nothing in this article prohibits the City of Plano from enforcing civil and criminal enforcement remedies concurrently or availing itself of any other remedy allowed by law.

Sec. 6-122-135. – Reserved”

Section II. 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) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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.

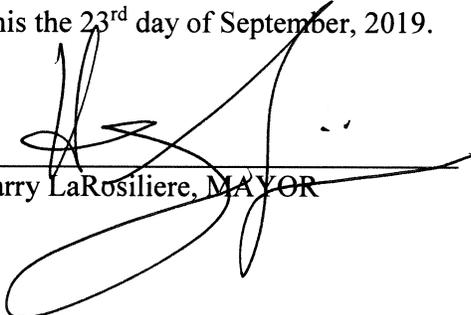
ORDINANCE NO. 2019-9-17

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

Section V. The repeal of any Ordinance or part of Ordinances 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 VI. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED this the 23rd day of September, 2019.



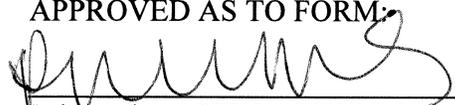
Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

An Ordinance of the City of Plano, Texas amending Section 12-74(b) of Article IV, Speed, of Chapter 12, Motor Vehicles and Traffic, of the Code of Ordinances of the City of Plano, Texas to establish subsection “Chapel Hill Boulevard” to set a maximum speed limit for vehicles operating on Chapel Hill Boulevard; and providing a penalty clause, a repealer clause, a severability clause, a savings clause, a publication clause, and an effective date.

WHEREAS, Section 545.356 of the Texas Transportation Code, as amended, grants to cities operating under a Home Rule Charter the authority to control the operation of motor vehicles using its streets and to prescribe reasonable and safe prima facie maximum speed limits for the same; and

WHEREAS, a traffic engineering study of Chapel Hill Boulevard has been completed, and the City Council is of the opinion that the speed limit applicable to certain portions of this roadway should be altered.

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

Section I. Section 12-74(b), Maximum limits on specific streets, of Chapter 12, Motor Vehicles and Traffic, of the City of Plano Code of Ordinances is hereby amended by adding the following subsection:

Sec. 12-74(b) Maximum limits on specific streets

“Chapel Hill Boulevard:

- (1) Forty (40) miles per hour along and upon Chapel Hill Boulevard from its intersection with Plano Parkway to its intersection with Dallas Parkway northbound frontage road.”

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

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

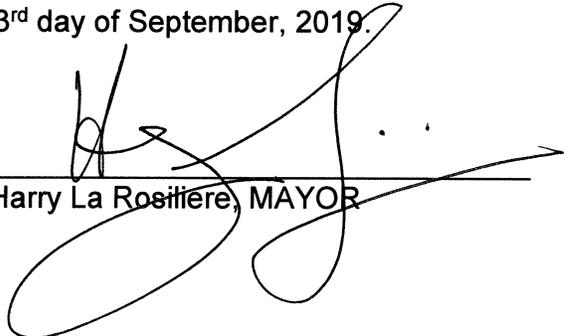
Section IV. The repeal of any Ordinance or part of Ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such Ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue, or as affecting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

ORDINANCE NO. 2019-9-18

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 not to exceed TWO HUNDRED AND NO/100 DOLLARS (\$200.00) FOR EACH OFFENSE. Each and every violation shall be deemed to constitute a separate offense.

Section VI. This Ordinance shall become effective immediately upon its passage, publication as required by law, and after all necessary signs have been installed.

DULY PASSED AND APPROVED this 23rd day of September, 2019.



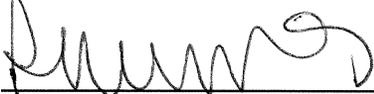
Harry La Rosiere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

ORDINANCE NO. 2019-9-19

Zoning Case 2019-015

An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, granting Specific Use Permit No. 35 for Arcade on 0.1 acre of land out of the Robert Luddington Survey, Abstract No. 548, located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

WHEREAS, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 23rd day of September 2019, for the purpose of granting Specific Use Permit No. 35 for Arcade on 0.1 acre of land out of the Robert Luddington Survey, Abstract No. 548, located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial; and

WHEREAS, the City Secretary of the said City accordingly caused to be issued and published the notices required by its Zoning Ordinance and laws of the State of Texas applicable thereto, the same having been published in a paper of general circulation in the City of Plano, Texas, at least fifteen (15) days prior to the time set for such hearing; and

WHEREAS, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 23rd of September 2019; and

WHEREAS, the granting Specific Use Permit No. 35 for Arcade on 0.1 acre of land out of the Robert Luddington Survey, Abstract No. 548, located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard, in the City of Plano, Collin County, Texas, presently zoned Regional Commercial will not be detrimental to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

WHEREAS, the City Council is of the opinion and finds that such change will promote the best and most orderly development of the properties affected thereby, and to be affected thereby, in the City of Plano, and as well, the owners and occupants thereof, and the City generally.

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

Section I. The Comprehensive Zoning Ordinance No. 2015-5-2, as the same has been heretofore amended, is hereby further amended so as to grant Specific Use Permit No. 35 for Arcade on 0.1 acre of land out of the Robert Luddington Survey, Abstract No. 548, located 560 feet east of Plano Parkway and 829 feet south of Chapel Hill Boulevard,

ORDINANCE NO. 2019-9-19

in the City of Plano, Collin County, Texas, presently zoned Regional Commercial, said property being more fully described on the legal description in Exhibit A attached hereto.

Section II. It is directed that the official zoning map of the City of Plano (which is retained in electronic record format) be changed to reflect the zoning the classification established by this ordinance:

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

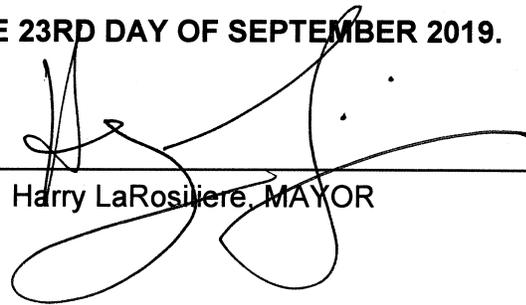
Section IV. The repeal of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying or altering any penalty accruing or to accrue, or as affecting any rights of the municipality under any section or provisions of any ordinance 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) of the City Code of Ordinances for each offense. Every day a violation continues shall constitute a separate offense.

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

Section VII. This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED THIS THE 23RD DAY OF SEPTEMBER 2019.



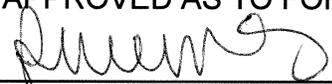
Harry LaRosiere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

Zoning Case 2019-015

BEING A 2,949 SQUARE FOOT OF LAND SITUATED IN THE ROBERT LUDDINGTON, ABSTRACT NO. 548, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 6R, BLOCK 1, THE SHOPS AT WILLOW BEND, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2019, PAGE 189, PLAT RECORDS COLLIN COUNTY, TEXAS, (P.R.C.C.T.) AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN THE SPECIAL WARRANTY DEED TO TM WILLOW BEND SHOPS, L.P., RECORDED IN INSTRUMENT NUMBER 20141020001142890, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, (O.P.R.C.C.T.), SAID 2,949 SQUARE FOOT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

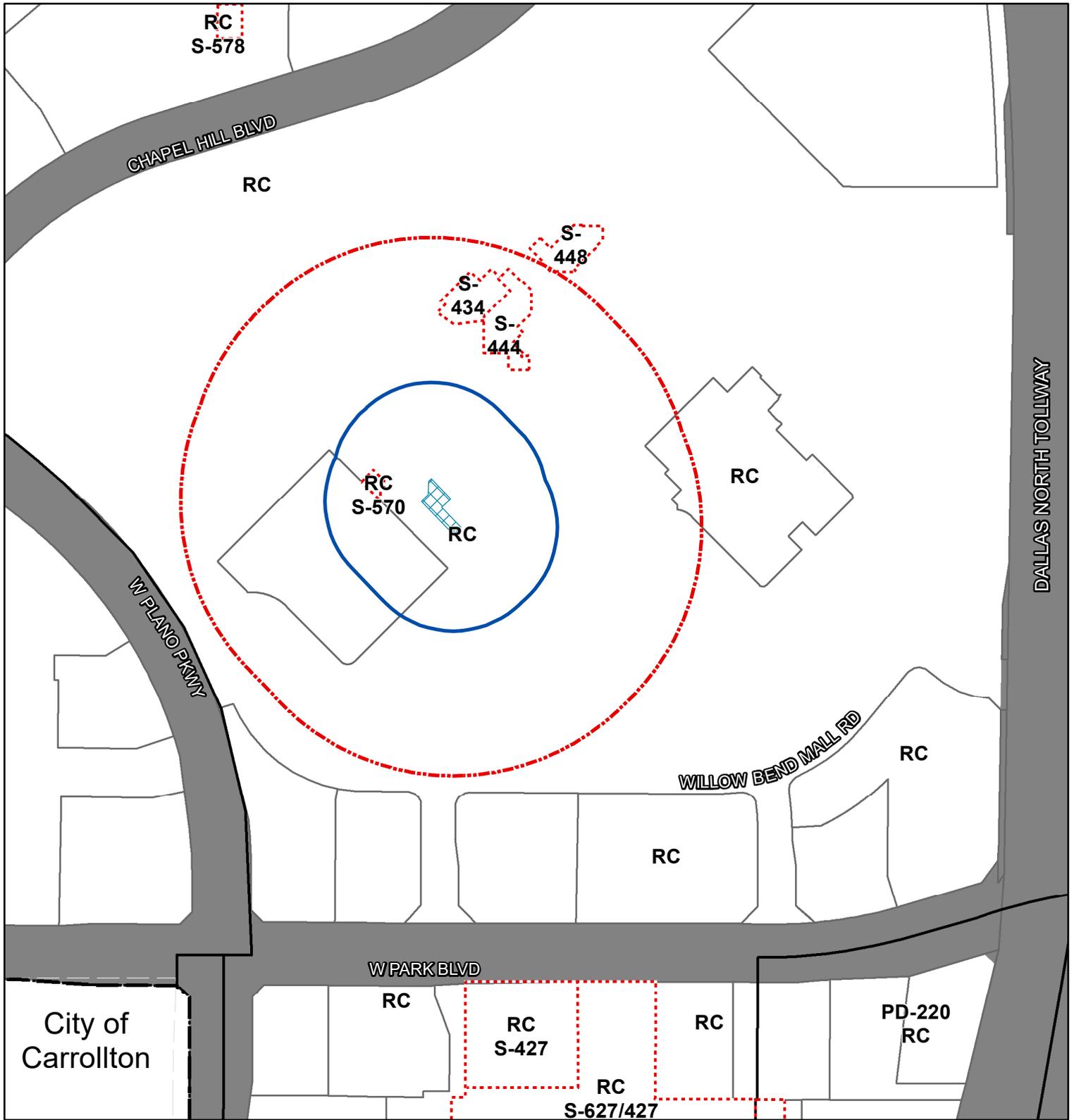
COMMENCING AT A CUT "X" FOUND FOR THE EAST CORNER OF LOT 5, BLOCK 1, THE SHOPS AT WILLOW BEND, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, PAGE 44, P.R.C.C.T., SAME BEING THE EAST CORNER OF A CALLED 2.4209 ACRE TRACT OF LAND DESCRIBED IN THE DEED WITHOUT WARRANTY DEED TO MACY'S TXI, L.P. RECORDED IN INSTRUMENT NUMBER 20060208000169570, O.P.R.C.C.T.;

THENCE NORTH 01°20'35" EAST DEPARTING THE SAID EAST CORNER, OVER AND ACROSS SAID LOT 6R, BLOCK 1, A DISTANCE OF 77.38 FEET TO THE POINT OF BEGINNING, SAME BEING THE SOUTH CORNER OF SUP LEASING AREA, SUITE D220;

THENCE OVER AND ACROSS SAID LOT 6R, BLOCK 1, THE FOLLOWING CALLS:

- NORTH 44°00'49" WEST, A DISTANCE OF 78.19 FEET TO A POINT FOR CORNER;
- NORTH 44°59'11" EAST, A DISTANCE OF 18.80 FEET TO A POINT FOR CORNER;
- NORTH 01°37'24" EAST, A DISTANCE OF 28.54 FEET TO A POINT FOR CORNER;
- NORTH 44°59'11" EAST, A DISTANCE OF 6.93 FEET TO A POINT FOR CORNER;
- SOUTH 45°00'49" EAST, A DISTANCE OF 56.84 FEET TO A POINT FOR CORNER;
- SOUTH 44°59'11" WEST, A DISTANCE OF 25.03 FEET TO A POINT FOR CORNER;
- SOUTH 45°00'49" EAST, A DISTANCE OF 40.95 FEET TO A POINT FOR CORNER;
- SOUTH 44°59'11" WEST, A DISTANCE OF 21.45 FEET TO THE POINT OF BEGINNING;

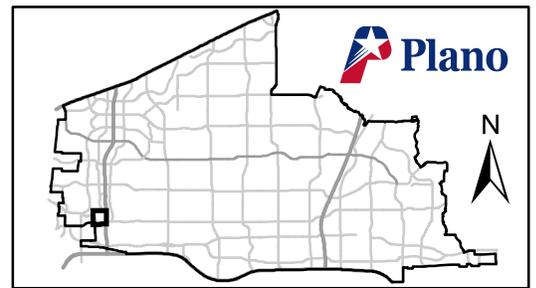
CONTAINING A COMPUTED AREA OF 2,949 SQUARE FEET, OR 0.0677 ACRES OF LAND, MORE OR LESS.



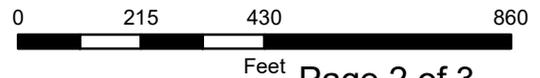
Zoning Case: 2019-015

Existing Zoning: Regional Commercial (RC) and located within the Dallas North Tollway Overlay District

Proposed Zoning: Request for a Specific Use Permit for Arcade



- 500' Courtesy Notification Buffer
- 200' Notification Buffer
- Subject Property
- Zoning Boundary Change/SUP
- Municipal Boundaries
- Zoning Boundary
- Streets
- Specific Use Permit



Source: City of Plano

ZONING AREA DESCRIPTION

BEING A 2,949 SQUARE FOOT OF LAND SITUATED IN THE ROBERT LUDDINGTON, ABSTRACT NO. 548, CITY OF PLANO, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 6R, BLOCK 1, THE SHOPS AT WILLOW BEND, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2019, PAGE 189, PLAT RECORDS COLLIN COUNTY, TEXAS, AND BEING A PORTION OF LOT 6R, BLOCK 1, THE SHOPS AT WILLOW BEND, THE SPECIAL WARRANTY DEED TO TIM WILLOW BEND SHOPS, L.P., RECORDED IN INSTRUMENT NUMBER 20141020001142890, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, (O.P.R.C.C.T.), SAID 2,949 SQUARE FOOT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CUT "X" FOUND FOR THE EAST CORNER OF LOT 5, BLOCK 1, THE SHOPS AT WILLOW BEND, AN ADDITION TO THE CITY OF PLANO ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, PAGE 44, P.R.C.C.T., SAME BEING THE EAST CORNER OF A CALLED 2,4209 ACRE TRACT OF LAND DESCRIBED IN THE DEED WITHOUT WARRANTY DEED TO MACYS TXL, L.P., RECORDED IN INSTRUMENT NUMBER 20060208000169570, O.P.R.C.C.T.;

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NORTH 44°59'11" EAST, A DISTANCE OF 6.93 FEET TO A POINT FOR CORNER;

SOUTH 45°00'49" EAST, A DISTANCE OF 56.84 FEET TO A POINT FOR CORNER;

SOUTH 44°59'11" WEST, A DISTANCE OF 25.03 FEET TO A POINT FOR CORNER;

SOUTH 45°00'49" EAST, A DISTANCE OF 40.95 FEET TO A POINT FOR CORNER;

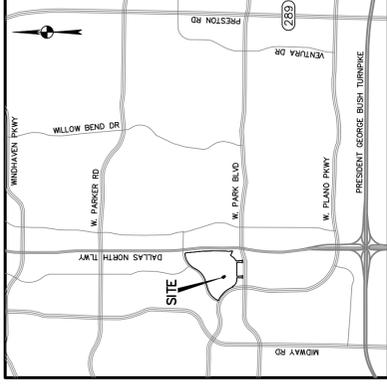
SOUTH 44°59'11" WEST, A DISTANCE OF 21.45 FEET TO THE POINT OF BEGINNING;

CONTAINING A COMPUTED AREA OF 2,949 SQUARE FEET, OR 0.0677 ACRES OF LAND, MORE OR LESS.

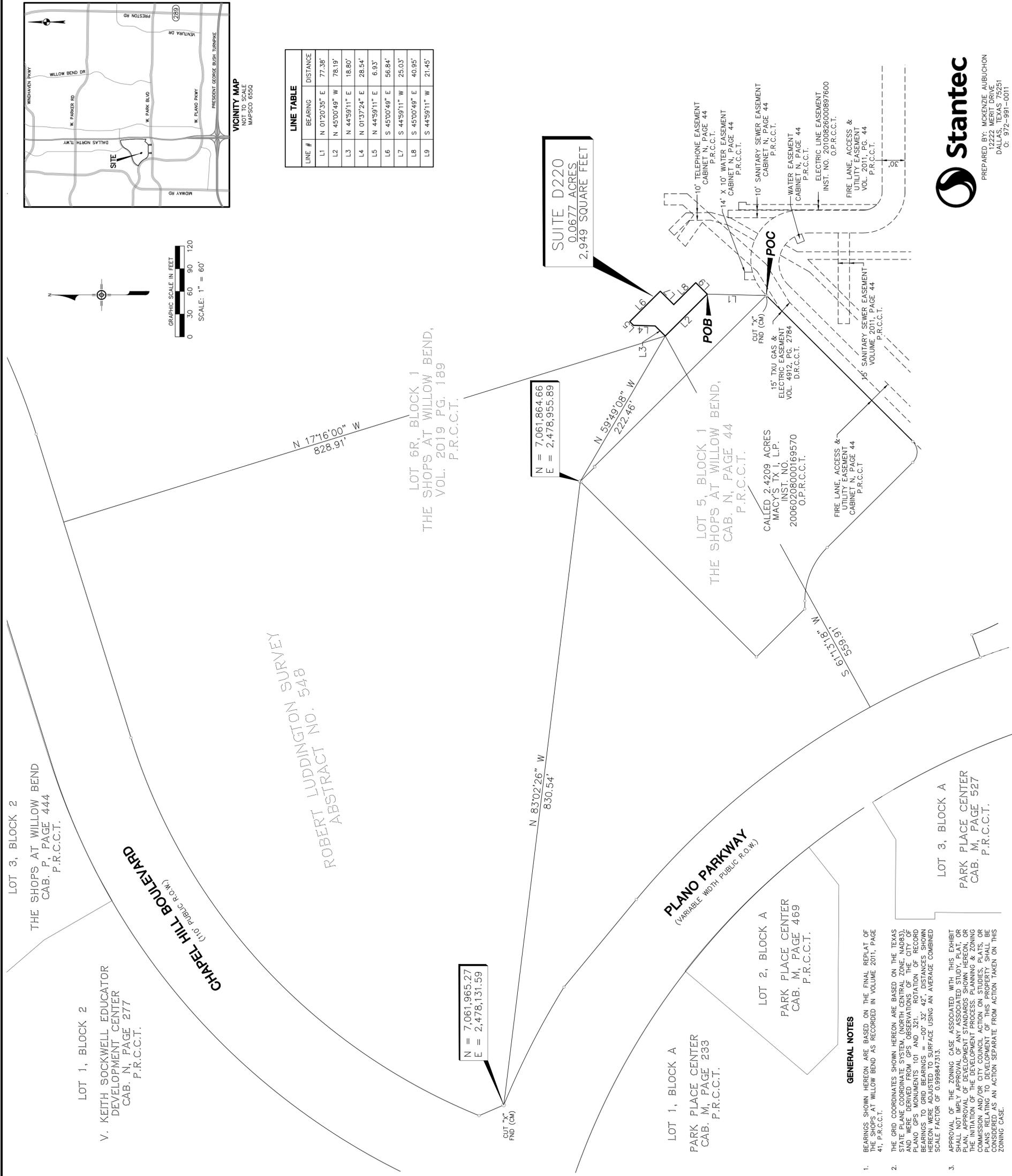
LEGEND

D.R.C.C.T.	DEED RECORDS COLLIN COUNTY, TEXAS
P.R.C.C.T.	PLAT RECORDS COLLIN COUNTY, TEXAS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
(CM)	CONTROLLING MONUMENT
VOL., PG.	VOLUME, PAGE
CAB.	CABINET
INST. NO.	INSTRUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
POC	POINT OF COMMENCING
POB	POINT OF BEGINNING

LINE #	BEARING	DISTANCE
L1	N 01°20'35" E	77.38'
L2	N 45°00'49" W	78.19'
L3	N 44°59'11" E	18.80'
L4	N 01°37'24" E	28.54'
L5	N 44°59'11" E	6.93'
L6	S 45°00'49" E	56.84'
L7	S 44°59'11" W	25.03'
L8	S 45°00'49" E	40.95'
L9	S 44°59'11" W	21.45'



VICINITY MAP
NOT TO SCALE
MAPSCO 6550



SUITE D220
0.0677 ACRES
2,949 SQUARE FEET

N = 7,061,864.66
E = 2,478,955.89

N = 7,061,965.27
E = 2,478,131.59

PROJECT #: ZC2019-015

ZONING EXHIBIT
SUP FOR ARCADE
BEING LOT 6R, BLOCK 1,
THE SHOPS AT WILLOW BEND
CITY OF PLANO, COLLIN COUNTY, TEXAS
VOLUME 2019, PAGES 189, P.R.C.C.T.
SITUATED IN THE ROBERT LUDDINGTON
SURVEY, ABSTRACT NO. 548
CITY OF PLANO, COLLIN COUNTY, TEXAS
SUP AREA 0.0677 ACRES
August 5, 2019



OWNER: 6R(PART)
THE NEWMAN MARCUS GROUP, INC.
1201 WEST STREET, SUITE 2800
DALLAS, TEXAS 75201
PHONE: (214) 761-2976
CONTACT: JOHN GAPPA

OWNER: 6R(PART)
TM WILLOW BEND SHOPS, L.P.
C/O STARWOOD RETAIL PARTNERS
1000 WILLOW BEND DRIVE
DALLAS, TEXAS 75201
PHONE: (312) 242-3200
CONTACT: JOHN ALBRIGHT

- GENERAL NOTES**
- BEARINGS SHOWN HEREON ARE BASED ON THE FINAL REPLAT OF THE SHOPS AT WILLOW BEND AS RECORDED IN VOLUME 2011, PAGE 41, P.R.C.C.T.
 - THE GRID COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, (NORTH CENTRAL ZONE, NAD83), AND WERE DERIVED FROM GPS OBSERVATIONS OF THE CITY OF PLANO GPS MONUMENTS 101 AND 321. ROTATION OF RECORD BEARINGS TO GRID BEARINGS ARE -00°32'42". DISTANCES SHOWN HEREON ARE SURFACE DISTANCES USING AN AVERAGE COMBINED SCALE FACTOR OF 0.999847333.
 - APPROVAL OF THE ZONING CASE ASSOCIATED WITH THIS EXHIBIT SHALL NOT IMPLY APPROVAL OF ANY ASSOCIATED STUDY, PLAN, OR REPORT. THE CITY ENGINEER'S REVIEW OF THE EXHIBIT IS FOR THE INITIATION OF THE DEVELOPMENT PROCESS. PLANNING COMMISSION AND/OR CITY COUNCIL ACTION ON STUDY, PLANS, OR PLANS RELATING TO DEVELOPMENT OF THIS PROPERTY SHALL BE CONSIDERED AS AN ACTION SEPARATE FROM ACTION TAKEN ON THIS ZONING CASE.

RESOLUTION NO. 2019-9-20(R)

A Resolution of the City of Plano, Texas, nominating an individual for election to the Collin Central Appraisal District Board of Directors; and providing an effective date.

WHEREAS, the Property Tax Code provides that a taxing jurisdiction may cast its ballot for members to the Collin Central Appraisal District Board of Directors under certain terms and conditions as provided by law; and

WHEREAS, each voting unit may nominate from one to five candidates in an open meeting for the position of member on the Collin Central Appraisal District Board of Directors; and

WHEREAS, the City Council desires to nominate Wayne Coltrane to be placed on the ballot for election to the Collin Central Appraisal District Board of Directors;

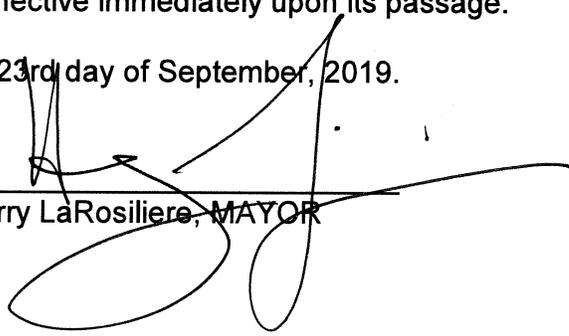
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council of the City of Plano, Texas, nominates the following person to be placed on the ballot for election to the Collin Central Appraisal District Board of Directors:

Wayne Coltrane
6904 Wesson Drive
Plano, Texas 75023

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

DULY PASSED AND APPROVED this the 23rd day of September, 2019.

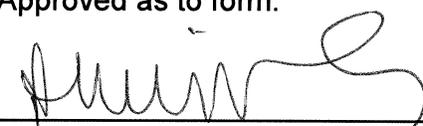


Harry LaRosiliere, MAYOR



Lisa C. Henderson, CITY SECRETARY

Approved as to form:



Paige Mims, CITY ATTORNEY