

## City of Plano – September 2020 – Ordinances and Resolutions

**Resolution No. 2020-9-1(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.

**Ordinance No. 2020-9-2:** 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 2020 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 the City will deliver this Ordinance to the Company and the ACSC’s legal counsel.

**Ordinance No. 2020-9-3 (Zoning Case 2020-023):** To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 90 for Household Care Institution on 7.3 acres of land located on the south side of 14th Street, 620 feet west of Shiloh Road, in the City of Plano, Collin County, Texas, presently zoned Light Commercial with Specific Use Permit No. 90 for Household Care Institution; 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. 2020-9-4:** To approve and adopt the Operating Budget and setting the appropriations for the fiscal year beginning October 1, 2020, and terminating September 30, 2021; and providing an effective date.

**Ordinance No. 2020-9-5:** To approve and adopt the Community Investment Program and setting the appropriations for the fiscal year beginning October 1, 2020, and ending September 30, 2021; and providing an effective date.

**Ordinance No. 2020-9-6:** To approve and adopt the Tax Rate for the fiscal year beginning October 1, 2020, and terminating September 30, 2021; and providing an effective date.

**Ordinance No 2020-9-7:** To ratify the property tax revenue in the 2020-21 Budget as a result of the City receiving more revenues from property taxes in the 2020-21 Budget than in the previous fiscal year; and providing an effective date.

**Resolution No. 2020-9-8(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. 2020-9-9(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.

**Resolution No. 2020-9-10(R):** To approve the appointment of the Health Authority for the City of Plano, Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Questcare Medical Services, PLLC for Professional Services; authorizing its execution by the City Manager; and providing an effective date.

**Ordinance No. 2020-9-11:** To repeal Ordinance No. 2020-2-1; establishing the number of certain classifications within the Fire Department for fiscal year 2020-21; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 28, 2020; and providing a repealer clause, a severability clause and an effective date.

**Ordinance No. 2020-9-12:** To repeal Ordinance No. 2019-9-14; establishing the number of certain classifications within the Police Department for fiscal year 2020-21; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 28, 2020; and providing a repealer clause, a severability clause and an effective date.

**Ordinance No. 2020-9-13:** To adopt and enact Supplement Number 133 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. 2020-9-14 (Zoning Case 2020-022):** To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 370 for Day Care Center to add Private School on 2.8 acres of land located on the east side of Coit Road, 730 feet north of Hedgcoxe Road, in the City of Plano, Collin County, Texas, presently zoned Retail with Specific Use Permit No. 370 for Day Care Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.

**Ordinance No. 2020-9-15 (Zoning Case 2020-025):** To amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to amend Urban Mixed-Use-2 on 86.2 acres of land located on the west side of Coit Road, 970 feet north of Mapleshade Lane, in the City of Plano, Collin County, Texas, to modify development standards and the locations of nonresidential and flex space/live-work uses, presently zoned Urban Mixed-Use-2 and located within the 190 Tollway/Plano Parkway Overlay District; 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. 2020-9-16(R):** To provide the City Manager authority related to personnel, procurement, public meetings and City Code and policy decisions necessary for issues that arise during the state and federal emergency declarations related to the novel coronavirus (COVID-19); and providing an effective date.

RESOLUTION NO. 2020-9-1(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:**

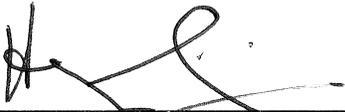
**Section I.** Participation in and receipt of funding through the Texas Highway Traffic Safety Program by the City of Plano and the terms and conditions of the Grant Agreement, having been found to be acceptable and in the best interest of the City of Plano by the City Council, is hereby in all things 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. 2020-9-1(R)

DULY PASSED AND APPROVED this the 14th day of September, 2020.

  
\_\_\_\_\_  
Harry LaRosiere, MAYOR

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

for   
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2021**

**Organization Name:** City of Plano Police Department

**Legal Name:** City of Plano

**Payee Identification Number:** 17560006409000

**Project Title:** STEP Comprehensive

**ID:** 2021-PlanoPD-S-1YG-00050

**Period:** 10/01/2020 to 09/30/2021

**GENERAL INFORMATION**

**Project Title:**STEP Comprehensive

**Project Description:**

**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. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency 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.

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. 2020-9-1(R)

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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. 2020-9-1(R)

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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.

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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.

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](mailto: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.)*

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 2021

Begin Date : 10/1/2020      End Date : 9/30/2021

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](mailto: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/939785\\_337697-](https://www.dot.state.tx.us/apps/egrants/_Upload/939785_337697-)

[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.

**PROPOSING AGENCY AUTHENTICATION**

X The following person has authorized the submittal of this proposal.

Name	:Mark Israelson
Title	:City Manager
Address	:1520 Ave K
City	:Plano
State	:Texas
Zip Code	:75074
Phone Number	:972-941-7749
Fax Number	:
E-mail address	:Marki@plano.gov

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**COUNTY SERVED**

Collin County - Dallas District  
Denton County - Dallas District

**POLITICAL DISTRICT SERVED**

**U.S. Congress\*** Congressional District 3  
Congressional District 24

**Texas Senate\*** Texas Senate District 8  
Texas Senate District 12

**Texas House\*** Texas House of Representatives District 66  
Texas House of Representatives District 67

**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.

**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 1/1/2018 To 12/31/2018**

<b><u>Baseline Measure</u></b>	<b><u>Arrests/Citations</u></b>	<b><u>Written Warnings</u></b>	<b><u>KA Crashes</u></b>
Driving Under Influence (DUI)	864	0	18
Speed	19663	14479	10
Safety Belt	96	83	12
Child Safety Seat	88	21	
Intersection Traffic Control (ITC)	3761	605	46
Distracted Driving Citations	59	103	0
Other Elements	29069	13160	106

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

**LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE**

<b>Objective/Performance Measure</b>	<b>Target Number</b>	<b>Not Applicable</b>
Reduce the number of Driving Under Influence (DUI) crashes to	16	
Reduce the number of Speed-related crashes to	1	
Reduce the number of Safety Belt-related crashes to	4	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	11	
Reduce the number of Distracted Driving-related crashes to		X
Number of Enforcement Hours	1873	

**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**

<b>Objectives/Performance Measure</b>	<b>Target Number</b>
<b>Support Grant efforts with a public information and education (PI&amp;E) program</b>	
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 :** 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/949844\\_337651-Zone1Combined.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/949844_337651-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/949846\\_337651-Zone2Combined.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/949846_337651-Zone2Combined.pdf)

**OPERATIONAL PLAN**

**Zone Name :** Zone 3 (deleted)

**Zone Location :** This zone is being deleted from this grant request. Plano will have zones 1, 2, 4 and 6 for this grant year.

**Zone Hours :**

**Zone Heat Map :** [https://www.dot.state.tx.us/apps/egrants/\\_Upload/949847\\_337651-](https://www.dot.state.tx.us/apps/egrants/_Upload/949847_337651-Zone3Deletion.docx)  
(attach) Zone3Deletion.docx

**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/949848\\_337651-Zone4Combined.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/949848_337651-Zone4Combined.pdf)  
(attach)

**OPERATIONAL PLAN**

**Zone Name :** Zone 6

**Zone Location :** South boundary is West Plano Parkway. West boundary is Parkwood Blvd. North boundary is West Park Blvd. East boundary is Independence Parkway.

**Zone Hours :**

**Zone Heat**

**Map :** [https://www.dot.state.tx.us/apps/egrants/\\_Upload/949850\\_337651-Zone6Combined.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/949850_337651-Zone6Combined.pdf)  
(attach)

Exhibit "A" to Resolution No. 2020-9-1(R)

City of Plano Police Department  
STEP Comprehensive 2021

**SALARIES AND FRINGE BENEFITS**

Law Enforcement Hours: 1873																										
X Overtime Regular Time																										
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:																		
<b>A. Enforcement</b>																										
Officers/Deputies:	1647	31	\$69.025	\$113,684.18	\$2,139.78	\$115,823.95	18.66%	\$21,612.75																		
Sergeants:	150	20	\$79.190	\$11,878.50	\$1,583.80	\$13,462.30	18.66%	\$2,512.07																		
Lieutenants/Other:	5	20	\$86.710	\$433.55	\$1,734.20	\$2,167.75	18.66%	\$404.50																		
<b>B. PI&amp;E Activities</b>																										
PI&E Activities:	20	20	\$74.263	\$1,485.26	\$1,485.26	\$2,970.52	18.66%	\$554.30																		
<b>C. Administrative Duties</b>																										
STEP Activity- Data Entry, Oversight and Accounting	30	0	\$79.460	\$2,383.80		\$2,383.80	18.66%	\$444.82																		
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
<b>Total:</b>				\$129,865.29	\$6,943.04	\$136,808.32		\$25,528.43																		
<table border="1"> <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>\$129,865.29</td> <td>94.92%</td> <td>\$6,943.04</td> <td>5.08%</td> <td>\$136,808.32</td> </tr> <tr> <td>Fringe Benefits:</td> <td>\$0</td> <td>0.00%</td> <td>\$25,528.43</td> <td>100.00%</td> <td>\$25,528.43</td> </tr> </tbody> </table>									Category	TxDOT	%	Match	%	Total	Salaries:	\$129,865.29	94.92%	\$6,943.04	5.08%	\$136,808.32	Fringe Benefits:	\$0	0.00%	\$25,528.43	100.00%	\$25,528.43
Category	TxDOT	%	Match	%	Total																					
Salaries:	\$129,865.29	94.92%	\$6,943.04	5.08%	\$136,808.32																					
Fringe Benefits:	\$0	0.00%	\$25,528.43	100.00%	\$25,528.43																					
<b>Breakdown of Fringe Percentages:</b> TMRS 17.21% Medicare 1.45% Total Fringe 18.66%																										
Details of regular time, if included in any of the above hours :																										

Exhibit "A" to Resolution No. 2020-9-1(R)

City of Plano Police Department  
 STEP Comprehensive 2021

**BUDGET SUMMARY**

Budget Category		TxDOT	Match	Total
<b>Category I - Labor Costs</b>				
(100)	Salaries:	\$129,865.29	\$6,943.04	\$136,808.32
(200)	Fringe Benefits:	\$0	\$25,528.43	\$25,528.43
	<b>Sub-Total:</b>	<b>\$129,865.29</b>	<b>\$32,471.47</b>	<b>\$162,336.75</b>
<b>Category II - Other Direct Costs</b>				
(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
	<b>Sub-Total:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Direct Costs:</b>		<b>\$129,865.29</b>	<b>\$32,471.47</b>	<b>\$162,336.75</b>
<b>Category III - Indirect Costs</b>				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
<b>Summary</b>				
	<b>Total Labor Costs:</b>	<b>\$129,865.29</b>	<b>\$32,471.47</b>	<b>\$162,336.75</b>
	<b>Total Direct Costs:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
	<b>Total Indirect Costs:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Grand Total</b>		<b>\$129,865.29</b>	<b>\$32,471.47</b>	<b>\$162,336.75</b>
	<b>Fund Sources (Percent Share):</b>	<b>80.00%</b>	<b>20.00%</b>	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

ORDINANCE NO. 2020-9-2

**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 2020 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 the City will deliver this Ordinance to the Company and the ACSC’s legal counsel.**

**WHEREAS**, the City of Plano, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

**WHEREAS**, the 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 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 March 31, 2020, Atmos Mid-Tex filed its 2020 RRM rate request with ACSC Cities based on a test year ending December 31, 2019; and

**WHEREAS**, ACSC coordinated its review of the Atmos Mid-Tex 2020 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, recommends that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$90 million applicable to ACSC Cities with an Effective Date of December 1, 2020; and

**WHEREAS**, ACSC agrees that Atmos’ plant-in-service is reasonable; and

**WHEREAS**, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

## ORDINANCE NO. 2020-9-2

**WHEREAS**, the two-month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off the new rates imposed by the attached tariffs (“Exhibit A”), and, as a result, the impact on ratepayers should approximate the reasonable value of the rate filing found by the ACSC Consultants’ Report, which was \$81 million; 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 prepared by Atmos Mid-Tex (“Exhibit C”); and

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

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

**Section I.** The findings set forth in this Ordinance are hereby in all things approved.

**Section II.** 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 \$90 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 2020 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.** Despite finding Atmos Mid-Tex’s plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

**Section IV.** 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 \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

**Section V.** 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 VI.** Subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.

**Section VII.** Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company’s 2020 RRM filing.

ORDINANCE NO. 2020-9-2

**Section VIII.** To the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

**Section IX.** 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 X.** If any one or more sections or clauses of this Ordinance are 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.

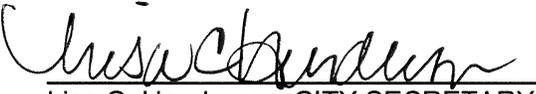
**Section XI.** Consistent with the City Ordinance that established the RRM process, this Ordinance shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2020.

**Section XII.** 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.

**DULY PASSED AND APPROVED** on this the 14<sup>th</sup> day of September, 2020.

  
\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for: Paige Mims, CITY ATTORNEY

## Exhibit "A" to Ordinance No. 2020-9-2

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

**RRC Tariff No:**

<b>RATE SCHEDULE:</b>	<b>R – RESIDENTIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**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:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 20.30 per month</b>
Commodity Charge – All <u>Ccf</u>	\$0.26651 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.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

## Exhibit "A" to Ordinance No. 2020-9-2

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

**RRC Tariff No:**

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**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:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month <sup>1</sup>
<b>Total Customer Charge</b>	<b>\$ 54.52 per month</b>
Commodity Charge – All Ccf	\$ 0.11728 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.

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2020.

## Exhibit "A" to Ordinance No. 2020-9-2

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

RRC Tariff No:

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**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:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 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).

**Curtailed 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" to Ordinance No. 2020-9-2

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

**RRC Tariff No:**

<b>RATE SCHEDULE:</b>	<b>I – INDUSTRIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**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" to Ordinance No. 2020-9-2

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

**RRC Tariff No:**

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

### 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:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 1,014.50 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4157 per MMBtu
Next 3,500 MMBtu	\$ 0.3044 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0653 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.

**MID-TEX DIVISION  
 ATMOS ENERGY CORPORATION**

**RRC Tariff No:**

<b>RATE SCHEDULE:</b>	<b>T – TRANSPORTATION</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

**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" to Ordinance No. 2020-9-2

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

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:

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

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

Exhibit "A" to Ordinance No. 2020-9-2

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

<b>RIDER:</b>	<b>WNA – WEATHER NORMALIZATION ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 12/01/2020</b>	<b>PAGE:</b>

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	10.73	0.1545	94.79	0.7284
Austin	9.53	0.1489	211.76	0.9405
Dallas	15.77	0.1792	199.74	0.9385
Waco	9.99	0.1341	145.27	0.7110
Wichita Falls	11.61	0.1402	120.34	0.5747

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at [atmosenergy.com/mtx-wna](http://atmosenergy.com/mtx-wna), in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs 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, 2019**

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	Mid-Tex Direct Supplemental Executive Benefit Plan	Post-Employment Benefit Plan			
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers											
2	Watson Report as adjusted (1) (2) (3) Allocation to Mid-Tex	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 76.59%	\$ 280,578	\$ 100.00%	\$ 4,992,449	\$ 76.59%			
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 100.00%	\$ 280,578	\$ 100.00%	\$ 3,823,744	\$ 100.00%			
4	O&M and Capital Allocation Factor	100.00%	100.00%	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)	\$ 1,497,774	\$ 1,599,605	\$ 4,697,072	\$ 37.83%	\$ 280,578	\$ 11.67%	\$ 3,823,744	\$ 37.83%			
6												
7												
8	Summary of Costs to Approve (1):											
9												
10	O&M Expense Factor (WP_F-2.3, Ln 2)	79.55%	79.55%	37.83%	37.83%	11.67%	11.67%	37.83%	37.83%			
11												
12												
13	Total Pension Account Plan	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056		\$ 32,754		\$ 1,446,647		\$ 2,968,466		
14	Total Post-Employment Benefit Plan											
15	Total Supplemental Executive Benefit Plan											
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056		\$ 32,754		\$ 1,446,647		\$ 2,968,466		
17												

**Notes:**

1. Studies not applicable to Mid-Tex or Shared Services are omitted.
2. Mid-Tex is proposing that the Fiscal Year 2020 Willis Towers Watson actuarial amounts shown on WP\_F-2.3 and WP\_F-2.3.1, be approved by the RRM Cities as the benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods includes only the expense amount. The amount attributable to capital is 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, 2019  
 AMORTIZATION OF REGULATORY LIABILITY**

Line No.	Year Ended Dec. 31	Beginning of Year Rate Base Adjustment Amount	Annual Amortization (1)	End of Year Rate Base Adjustment Amount (2)	Corrected Balance for December 31, 2017 (3)
	(a)	(b)	(c)	(d)	(e)
1	2017		\$ -	\$ 292,268,881	\$ 292,268,881
2	2018	292,268,881	12,075,562	280,193,319	
3	2019	280,193,319	12,085,165	268,108,155	
4	2020	268,108,155	11,171,173	256,936,982	
5	2021	256,936,982	11,171,173	245,765,809	
6	2022	245,765,809	11,171,173	234,594,635	
7	2023	234,594,635	11,171,173	223,423,462	
8	2024	223,423,462	11,171,173	212,252,289	
9	2025	212,252,289	11,171,173	201,081,116	
10	2026	201,081,116	11,171,173	189,909,943	
11	2027	189,909,943	11,171,173	178,738,770	
12	2028	178,738,770	11,171,173	167,567,597	
13	2029	167,567,597	11,171,173	156,396,424	
14	2030	156,396,424	11,171,173	145,225,251	
15	2031	145,225,251	11,171,173	134,054,077	
16	2032	134,054,077	11,171,173	122,882,904	
17	2033	122,882,904	11,171,173	111,711,731	
18	2034	111,711,731	11,171,173	100,540,558	
19	2035	100,540,558	11,171,173	89,369,385	
20	2036	89,369,385	11,171,173	78,198,212	
21	2037	78,198,212	11,171,173	67,027,039	
22	2038	67,027,039	11,171,173	55,855,866	
23	2039	55,855,866	11,171,173	44,684,692	
24	2040	44,684,692	11,171,173	33,513,519	
25	2041	33,513,519	11,171,173	22,342,346	
26	2042	22,342,346	11,171,173	11,171,173	
27	2043	11,171,173	11,171,173	(0)	
28					
29	Revenue Related Tax Factor		7.16%	See WP_F-5.1	
	Revenue Related Taxes on Annual Amortization			Amortization * Tax Factor	
30			\$ 799,924		
31	Amortization Including Revenue		<u>\$ 11,971,097</u>	Amortization + Taxes	

- 32
- 33 Notes:
- 34 1. The annual amortization of a 26 year recovery period is based on the
- 35 Reverse South Georgia Method.
- 36 2. The Regulatory Liability is recorded to FERC Account 253, Sub Account 27909.
- 37 3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.

ORDINANCE NO 2020-9-3

Zoning Case 2020-023

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 90 for Household Care Institution on 7.3 acres of land out of the Eli Murphy Survey, Abstract No. 597 and the D. Yeamans Survey, Abstract No. 1043, located on the south side of 14th Street, 620 feet west of Shiloh Road, in the City of Plano, Collin County, Texas, presently zoned Light Commercial with Specific Use Permit No. 90 for Household Care Institution; 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 14th day of September 2020, for the purpose of considering amending Specific Use Permit No. 90 for Household Care Institution on 7.3 acres of land out of the Eli Murphy Survey, Abstract No. 597 and the D. Yeamans Survey, Abstract No. 1043, located on the south side of 14th Street, 620 feet west of Shiloh Road, in the City of Plano, Collin County, Texas, presently zoned Light Commercial with Specific Use Permit No. 90 for Household Care Institution; 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 14th day of September 2020; and

**WHEREAS**, the City Council is of the opinion and finds that amending Specific Use Permit No. 90 for Household Care Institution on 7.3 acres of land out of the Eli Murphy Survey, Abstract No. 597 and the D. Yeamans Survey, Abstract No. 1043, located on the south side of 14th Street, 620 feet west of Shiloh Road, in the City of Plano, Collin County, Texas, presently zoned Light Commercial with Specific Use Permit No. 90 for Household Care Institution, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

## ORDINANCE NO 2020-9-3

**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 Specific Use Permit No. 90 for Household Care Institution on 7.3 acres of land out of the Eli Murphy Survey, Abstract No. 597 and the D. Yeamans Survey, Abstract No. 1043, located on the south side of 14th Street, 620 feet west of Shiloh Road, in the City of Plano, Collin County, Texas, presently zoned Light Commercial with Specific Use Permit No. 90 for Household Care Institution, said property being more fully described on the legal description in Exhibit A attached hereto.

**Section II.** The change in Section I is amended subject to the following restrictions:

1. Maximum number of daily residents: 150
2. Days and Hours of Operation: During the hours of 6:00 p.m. through 7:00 a.m. on days when the temperature is forecasted by the National Weather Service to be 50 degrees Fahrenheit or lower, and on any day(s) chosen by HUD to conduct a national Point-in-Time homeless survey.

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

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

**Section V.** The repeal of any ordinance or part of ordinances 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 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 this Ordinance.

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

ORDINANCE NO 2020-9-3

PASSED AND APPROVED THIS THE 14TH DAY OF SEPTEMBER 2020.



Harry LaRosiliere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



for: Paige Mims, CITY ATTORNEY

Zoning Case 2020-023

WHEREAS, THE SALVATION ARMY, a Georgia Corporation, is the owner of a tract of land situated in the Eli Murphy Survey, Abstract No. 597 and the D. Yeamans Survey, Abstract No. 1043, in the City of Plano, Collin County, Texas, and BEING that tract of land conveyed to The Salvation Army by deed recorded in volume 4326, Page 3499, Deed Records of Collin County, Texas, BEING Lot 4 of Shiloh/544 Addition, and addition to the City of Plano, Texas, recorded in Cabinet G, Page 532, Map Records, Collin County, Texas, and BEING more particularly described as follows:

BEGINNING at a aluminum disk set in concrete found at the northeast corner of said Lot 4, said point BEING at the northwest corner of Lot 1 Shiloh/544 Addition;

THENCE along the common line between said Lot 4 and Lot 1 as follows:

South 03°50'02" West a distance of 310.00 ft. to a 1/2 inch iron rod found for a corner;

South 86°09'58" East a distance of 101.23 ft. to a 5/8 inch rod found for a corner;

South 03°50'02" West a distance of 229.50 ft. to an "x" found in concrete for a corner;

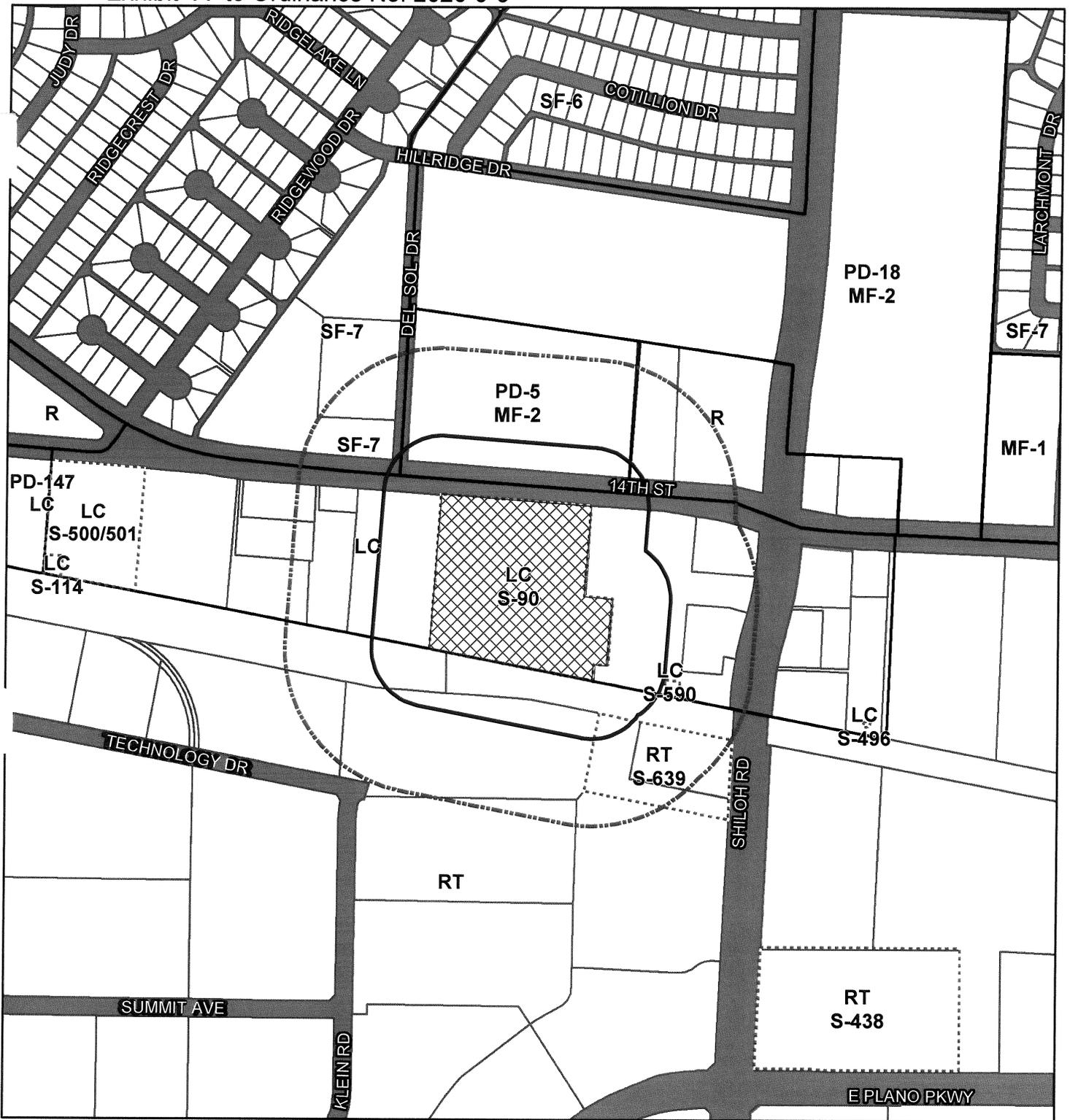
North 86°09'58" West a distance of 50.00 ft. to an "x" found in concrete for a corner;

South 03°50'02" West a distance of 55.00 ft. to a 1/2 inch rod found for a corner;

THENCE North 79°32'12" West a distance of 576.20 ft. along the southerly line of said Lot 4 and the northerly of the St. Louis and Southwestern Railroad 100 ft. right of way to a 1/2 inch iron rod found for a corner;

THENCE North 03°49'17" East a distance of 528.49ft. along the west line of said Lot 4 and the east line of Lot 1, Block A, Public Storage No. 4 Addition, an addition to the City of Plano, Texas recorded in Cabinet F, Page 584, Map Records, Collin County, Texas, to a 1/2 inch iron rod found for a corner;

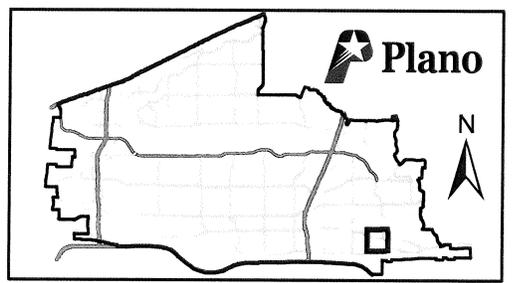
THENCE South 86°09'58" East a distance of 521.23 ft. along the north line of said Lot 3 and the south line of 14th Street (F.M. 544), a 110 ft. right of way, to the POINT OF BEGINNING AND CONTAINING 7.2799 acres (313,112 square feet of land).



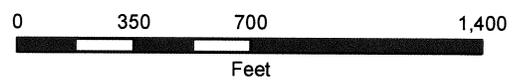
Zoning Case: 2020-023

Existing Zoning: Light Commercial with Specific Use Permit No. 90 for Household Care Institution (LC w/ S-90)

Proposed Zoning: Amend Specific Use Permit No. 90 for Household Care Institution (LC w/ S-90)



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



Source: City of

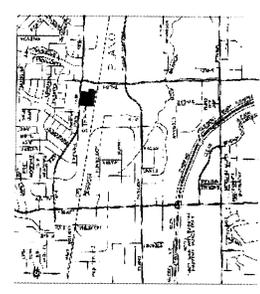
**LEGAL DESCRIPTION**

WHEREAS THE SALVATION ARMY, a Church Corporation, is the owner of a tract of land situated in the El Murphy Survey, Abstract No. 297 and the D. Veaman Survey, Abstract No. 1043, in Collin County, Texas, and being that tract of land conveyed to The Salvation Army by Shiloh/544 Addition, and adding to the City of Plano, Texas, being Lot 4 of Block A, Cabinet G, P.C. 532, as shown on the plat of said addition recorded in Cabnet F, Page 884, Map Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a aluminum disk set in concrete found at the southeast corner of said Lot 4, said point being the northwest corner of Lot 1 SHILOH/544 ADDITION:

- THENCE along the common line between said Lot 4 and Lot 1 as follows:
- South 83°09'52" West a distance of 316.00 ft. to a 1/2 inch iron rod found for a corner;
  - South 85°09'59" East a distance of 191.23 ft. to a 3/8 inch iron rod found for a corner;
  - North 03°50'02" West a distance of 228.50 ft. to an "x" found in concrete for a corner;
  - North 84°09'58" West a distance of 80.00 ft. to an "x" found in concrete for a corner;
  - South 83°09'52" West a distance of 86.00 ft. to a 1/2 inch iron rod found for a corner;
  - THENCE North 79°32'17" West a distance of 576.20 ft. along the southerly line of said Lot 4 and the common line between the St. Louis and Southwestern Railroad 100 ft. right of way to a 1/2 inch iron rod found for a corner;
  - THENCE North 04°44'17" East a distance of 438.40 ft. along the west line of said Lot 4 and the east line of Lot 1, Block A, Public Storage, Cabinet G, P.C. 532, as shown on the plat of said addition recorded in Cabinet F, Page 884, Map Records, Collin County, Texas, to a 1/2 inch iron rod found for a corner;
  - THENCE South 84°09'58" East a distance of 621.23 ft. along the north line of said Lot 4 and the north line of 14th Street (F.M. 544), a 150 ft. right of way, to the Point of Beginning and containing 7,250 square feet (0.16116 acre less of land).

"Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning & Zoning Commission and/or City Council action on studies, plats, or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case."

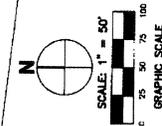
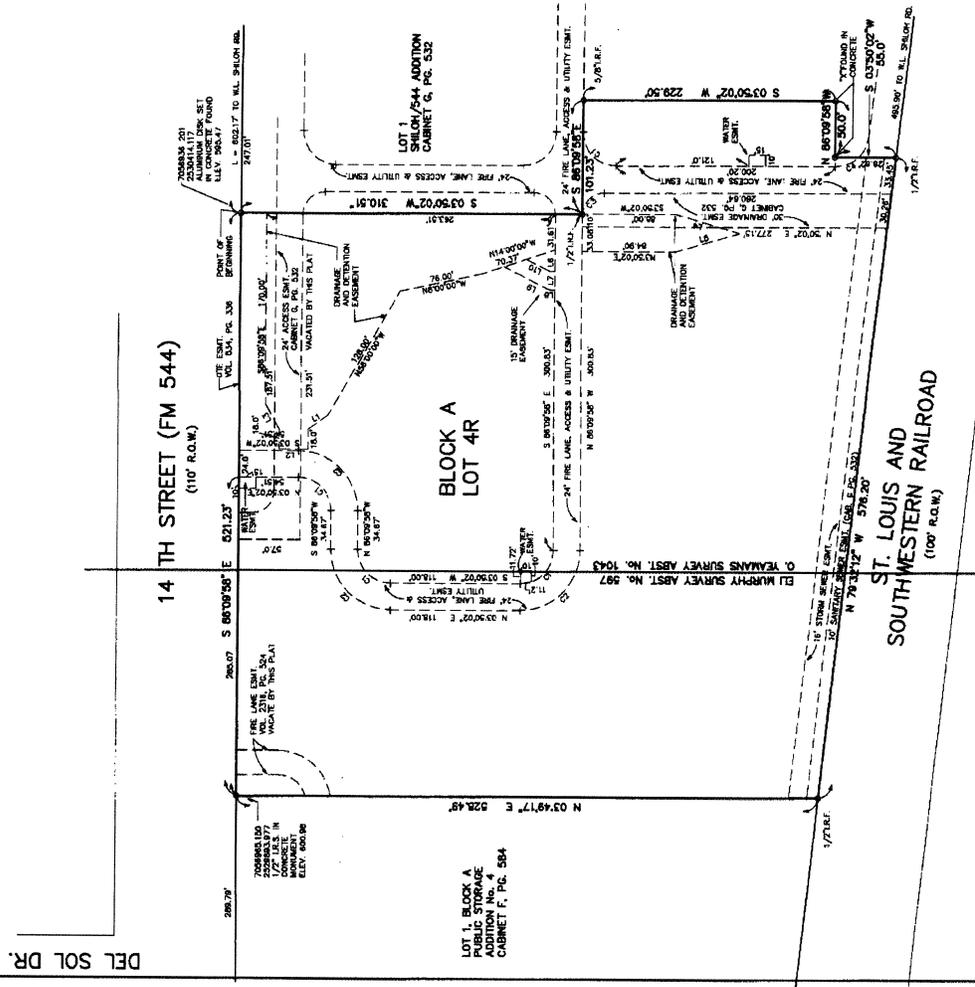


**CONTACT**

OWNER:  
THE SALVATION ARMY NORTH TEXAS AREA COMMAND  
PLANO CORPS COMMANDING OFFICER  
LT. MICHAEL CAIN  
7872-423-8264  
Ej.michael.cain@usa.salvationarmy.org

ZONING EXHIBIT DATE OF PREPARATION: 7/27/2020

CITY PROJECT: ZC2020-023  
SPECIFIC USE PERMIT FOR HOUSEHOLD CARE INSTITUTION LOT 4, BLOCK A, ADDITION  
OUT OF THE EL MURPHY SURVEY, ABSTRACT NO. 297 AND  
D. YEAMANS SURVEY, ABSTRACT NO. 1043  
AN ADDITION TO THE CITY OF PLANO  
COLLIN COUNTY, TEXAS  
7.2788 ACRES



**CURVE DATA**

CURVE NO.	BEARING	RADIUS	ARC LENGTH	CHORD	AREA
1	S 83°09'52" W	316.00	576.20	576.20	104,300
2	S 85°09'59" E	191.23	228.50	228.50	15,100
3	N 03°50'02" W	228.50	80.00	80.00	3,100
4	N 84°09'58" W	80.00	86.00	86.00	3,100
5	N 79°32'17" W	576.20	438.40	438.40	80,800
6	N 04°44'17" E	438.40	438.40	438.40	80,800
7	S 84°09'58" E	621.23	621.23	621.23	110,000
8	S 83°09'52" W	316.00	316.00	316.00	15,100
9	S 85°09'59" E	191.23	191.23	191.23	15,100
10	N 03°50'02" E	228.50	228.50	228.50	15,100

**LINE DATA**

LINE NO.	BEARING	LENGTH	AREA
1	S 83°09'52" W	316.00	104,300
2	S 85°09'59" E	191.23	15,100
3	N 03°50'02" W	228.50	3,100
4	N 84°09'58" W	80.00	3,100
5	N 79°32'17" W	576.20	80,800
6	N 04°44'17" E	438.40	80,800
7	S 84°09'58" E	621.23	110,000
8	S 83°09'52" W	316.00	15,100
9	S 85°09'59" E	191.23	15,100
10	N 03°50'02" E	228.50	15,100

DEL SOL DR.

ORDINANCE NO. 2020-9-4

**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, 2020, and terminating September 30, 2021; and providing an effective date.**

**WHEREAS**, following public notice duly posted and published as required by law, public hearings were held on August 10, 2020 and August 15, 2020, 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 2020-21 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, 2020, and terminating September 30, 2021, 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:	\$276,760,496
B.	General Fund - Transfer to Capital Maintenance Fund:	35,250,549
C.	General Fund - Transfer to Risk Management Fund:	5,000,000
D.	General Fund - Transfer to Technology Fund:	1,000,000
E.	General Fund - Transfer to Technology Services Replacement Fund:	500,000
F.	General Fund - Transfer to Economic Development Incentive Fund:	9,225,287
G.	Convention & Tourism Fund - Operating Appropriation:	12,148,496
H.	Convention & Tourism Fund - Transfer to General Fund:	952,394

ORDINANCE NO. 2020-9-4

I.	Convention & Tourism Fund - Transfer to Capital Maintenance Fund:	500,000
J.	Convention & Tourism Fund - Transfer to Technology Fund:	20,000
K.	Water & Sewer Fund - Operating Appropriation:	141,283,499
L.	Water & Sewer Fund - Transfer to General Fund:	17,199,219
M.	Water & Sewer Fund - Transfer to Water & Sewer CIP:	12,500,000
N.	Water & Sewer Fund – Transfer to Capital Maintenance Fund:	2,000,000
O.	Water & Sewer Fund – Transfer to Water & Sewer Debt Service Fund:	3,738,000
P.	Water & Sewer Fund - Transfer to Risk Management Fund:	877,722
Q.	Water & Sewer Fund - Transfer to Technology Fund:	300,000
R.	Water & Sewer Fund - Transfer to Technology Services Fund:	3,592,670
S.	Sustainability & Environmental Services Fund - Operating Appropriation:	27,465,838
T.	Sustainability & Environmental Services Fund - Transfer to General Fund:	2,139,875
U.	Sustainability & Environmental Services Fund - Transfer to Technology Fund:	60,000
V.	Sustainability & Environmental Services Fund - Transfer to Risk Management Fund:	477,712
W.	Municipal Drainage Fund - Operating Appropriation:	4,467,070
X.	Municipal Drainage Fund - Transfer to General Fund:	763,502
Y.	Municipal Drainage Fund - Transfer to Capital Maintenance Fund:	500,000
Z.	Municipal Drainage Fund – Transfer to Technology Fund:	20,000

ORDINANCE NO. 2020-9-4

AA.	Municipal Drainage Fund - Transfer to Municipal Drainage Debt:	4,305,495
BB.	Recreation Revolving Fund - Operating Appropriation:	2,306,003
CC.	Recreation Revolving Fund - Transfer to General Fund:	153,000
DD.	Golf Course Fund - Operating Appropriation:	957,066
EE.	Golf Course Fund - Transfer to General Fund:	51,529
FF.	Risk Management Fund - Operating Appropriation:	7,206,455
GG.	HUD Grant Fund - Operating Appropriation:	2,362,989
HH.	PTV Fund - Operating Appropriation:	1,788,496
II.	Criminal Investigation Fund - Operating Appropriation:	1,833,173
JJ.	Technology Fund - Operating Appropriation:	5,342,607
KK.	Technology Fund - Transfer to PTV Fund:	250,000
LL.	Technology Services Replacement Fund - Operating Appropriation:	2,690,694
MM.	General Obligation Bond - Debt Service Appropriation:	52,234,901
NN.	Water & Sewer Revenue Bond - Debt Service Appropriation:	3,739,500

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

ORDINANCE NO. 2020-9-4

DULY PASSED AND APPROVED this the 14<sup>th</sup> day of September, 2020.

  
Harry LaRosiere, **MAYOR**

**ATTEST:**

  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

*for:*   
Paige Mims, CITY ATTORNEY

Exhibit "A" to Ordinance No. 2020-9-4

**COMBINED OPERATING BUDGET**

	Actuals 2017-18	Actuals 2018-19	Budget 2019-20	Re-Est 2019-20	Budget 2020-21	Variance	
						Bud to Bud	Est to Bud
<b>BEGINNING BALANCES</b>							
<b>Operating Funds:</b>							
General Fund	\$51,635,123	\$52,213,524	\$42,612,028	\$58,680,053	\$37,366,924	-12.3%	-36.3%
Water & Sewer Fund	23,418,929	35,236,651	25,592,177	39,267,803	34,872,841	36.3%	-11.2%
Sustainability & Env. Svc. Fund	5,268,641	3,976,958	2,532,892	2,897,664	1,911,272	-24.5%	-34.0%
Convention & Tourism Fund	5,172,619	5,712,873	4,819,395	8,565,919	5,226,210	8.4%	-39.0%
Municipal Drainage Utility Fund	4,228,637	4,641,134	3,376,389	5,237,675	4,202,884	24.5%	-19.8%
Recreation Revolving Fund	1,221,118	1,174,933	761,619	898,714	563,275	-26.0%	-37.3%
Municipal Golf Course Fund	(6,657)	(38,430)	(111,858)	161	72,861	-165.1%	45155.3%
PTV Fund	1,738,793	1,880,193	1,166,861	2,163,172	1,197,629	2.6%	-44.6%
<b>TOTAL OPERATING FUNDS</b>	<b>\$92,677,203</b>	<b>\$104,797,836</b>	<b>\$80,749,503</b>	<b>\$117,711,161</b>	<b>\$85,413,896</b>	<b>5.8%</b>	<b>-27.4%</b>
<b>Debt Service Funds:</b>							
General Obligation	\$4,440,933	\$6,571,577	\$5,261,612	\$5,548,057	\$7,132,635	35.6%	28.6%
Water & Sewer Debt	805,916	822,101	832,101	854,652	872,952	4.9%	2.1%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$5,246,849</b>	<b>\$7,393,678</b>	<b>\$6,093,712</b>	<b>\$6,402,709</b>	<b>\$8,005,587</b>	<b>31.4%</b>	<b>25.0%</b>
<b>TOTAL BEGINNING BALANCES</b>	<b>\$97,924,052</b>	<b>\$112,191,514</b>	<b>\$86,843,216</b>	<b>\$124,113,870</b>	<b>\$93,419,483</b>	<b>7.6%</b>	<b>-24.7%</b>
<b>REVENUES &amp; TRANSFERS IN</b>							
<b>Operating Funds:</b>							
General Fund	\$300,147,696	\$319,313,071	\$314,512,227	\$303,057,811	\$312,860,849	-0.5%	3.2%
Water & Sewer Fund	169,018,937	166,530,740	171,813,253	174,142,524	177,909,931	3.5%	2.2%
Sustainability & Env. Svc. Fund	26,788,460	28,235,313	27,229,342	28,019,596	29,140,872	7.0%	4.0%
Convention & Tourism Fund	11,979,284	15,147,743	14,519,628	10,715,850	12,588,319	-13.3%	17.5%
Municipal Drainage Utility Fund	7,657,009	7,723,369	7,675,719	7,981,960	9,943,307	29.5%	24.6%
HUD Grant Fund	1,731,558	1,852,123	1,974,824	2,158,478	2,362,989	19.7%	9.5%
Recreation Revolving Fund	3,756,306	4,199,989	4,337,321	1,933,789	2,187,935	-49.6%	13.1%
Municipal Golf Course Fund	977,664	919,609	1,086,532	1,028,033	1,030,578	-5.1%	0.2%
PTV Fund	1,251,530	1,283,838	1,194,381	933,709	902,049	-24.5%	-3.4%
<b>TOTAL OPERATING FUNDS</b>	<b>\$523,308,444</b>	<b>\$545,205,795</b>	<b>\$544,343,227</b>	<b>\$529,971,750</b>	<b>\$548,926,829</b>	<b>0.8%</b>	<b>3.6%</b>
<b>Debt Service Funds:</b>							
General Obligation	\$45,545,947	\$47,188,836	\$49,426,477	\$48,387,974	\$50,290,295	1.7%	3.9%
Water & Sewer Debt	1,842,626	3,308,621	3,277,700	3,286,000	3,748,000	14.3%	14.1%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$47,388,573</b>	<b>\$50,497,457</b>	<b>\$52,704,177</b>	<b>\$51,673,974</b>	<b>\$54,038,295</b>	<b>2.5%</b>	<b>4.6%</b>
<b>TOTAL REVENUE &amp; TRANSFERS IN</b>	<b>\$570,697,017</b>	<b>\$595,703,252</b>	<b>\$597,047,404</b>	<b>\$581,645,724</b>	<b>\$602,965,124</b>	<b>1.0%</b>	<b>3.7%</b>
Less: Interfund Transfers	21,493,217	21,204,854	22,265,023	22,602,219	21,509,519	-3.4%	-4.8%
<b>NET BUDGET REVENUE</b>	<b>\$549,203,800</b>	<b>\$574,498,398</b>	<b>\$574,782,381</b>	<b>\$559,043,505</b>	<b>\$581,455,605</b>	<b>1.2%</b>	<b>4.0%</b>
<b>TOTAL AVAILABLE FUNDS</b>	<b>\$647,127,852</b>	<b>\$686,689,912</b>	<b>\$661,625,597</b>	<b>\$683,157,375</b>	<b>\$674,875,088</b>	<b>2.0%</b>	<b>-1.2%</b>
<b>APPROPRIATIONS &amp; TRANSFERS OUT</b>							
<b>Operations:</b>							
General Fund	\$299,569,295	\$312,846,542	\$333,973,522	\$324,370,940	\$327,736,332	-1.9%	1.0%
Water & Sewer Fund	157,201,215	162,499,588	176,001,801	178,537,487	181,491,110	3.1%	1.7%
Sustainability & Env. Svc. Fund	28,080,143	29,314,607	29,067,696	29,005,988	30,143,426	3.7%	3.9%
Convention & Tourism Fund	11,439,030	12,294,697	15,403,190	14,055,559	13,620,890	-11.6%	-3.1%
Municipal Drainage Utility Fund	7,244,512	7,126,828	8,040,984	7,733,558	10,056,067	25.1%	30.0%
HUD Grant Fund	1,731,558	1,852,123	1,974,824	2,158,478	2,362,989	19.7%	9.5%
Recreation Revolving Fund	3,802,491	4,476,206	4,459,164	2,269,228	2,459,003	-44.9%	8.4%
Municipal Golf Course Fund	1,009,438	881,017	964,960	955,333	1,008,595	4.5%	5.6%
PTV Fund	1,110,130	1,000,859	1,846,929	1,899,252	1,788,496	-3.2%	-5.8%
<b>TOTAL OPERATIONS</b>	<b>\$511,187,812</b>	<b>\$532,292,467</b>	<b>\$571,733,070</b>	<b>\$560,985,823</b>	<b>\$570,666,908</b>	<b>-0.2%</b>	<b>1.7%</b>
<b>Debt Service Funds:</b>							
General Obligation	\$43,415,303	\$48,212,356	\$48,643,108	\$46,803,396	\$52,234,901	7.4%	11.6%
Water & Sewer Debt	1,826,442	3,276,070	3,267,700	3,267,700	3,739,500	14.4%	14.4%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$45,241,745</b>	<b>\$51,488,426</b>	<b>\$51,910,808</b>	<b>\$50,071,096</b>	<b>\$55,974,401</b>	<b>7.8%</b>	<b>11.8%</b>
<b>TOTAL APPROPRIATIONS &amp; TRANSFERS OUT</b>	<b>\$556,429,557</b>	<b>\$583,780,893</b>	<b>\$623,643,879</b>	<b>\$611,056,919</b>	<b>\$626,641,309</b>	<b>0.5%</b>	<b>2.6%</b>
Less: Interfund Transfers	21,493,217	21,204,854	22,265,023	22,602,219	21,509,519	-3.4%	-4.8%
<b>NET BUDGET APPROPRIATIONS</b>	<b>\$534,936,340</b>	<b>\$562,576,039</b>	<b>\$601,378,855</b>	<b>\$588,454,700</b>	<b>\$605,131,789</b>	<b>0.6%</b>	<b>2.8%</b>

Exhibit "A" to Ordinance No. 2020-9-4

**ENDING BALANCES**

**Operating Funds:**

General Fund	\$52,213,524	\$58,680,053	\$23,150,733	\$37,366,924	\$22,491,441	-2.8%	-39.8%
Water & Sewer Fund	35,236,651	39,267,803	21,403,629	34,872,841	31,291,662	46.2%	-10.3%
Sustainability & Env. Svc. Fund	3,976,958	2,897,664	694,538	1,911,272	908,717	30.8%	-52.5%
Convention & Tourism Fund	5,712,873	8,565,919	3,935,833	5,226,210	4,193,639	6.6%	-19.8%
Municipal Drainage Utility Fund	4,641,134	5,237,675	3,011,124	5,486,077	4,090,125	35.8%	-25.4%
Recreation Revolving Fund	1,174,933	898,714	639,776	563,275	292,206	-54.3%	-48.1%
Municipal Golf Course Fund	(38,430)	161	9,715	72,861	94,845	876.3%	30.2%
PTV Fund	1,880,193	2,163,172	514,313	1,197,629	311,182	-39.5%	-74.0%
<b>TOTAL OPERATING FUNDS</b>	<b>\$104,797,836</b>	<b>\$117,711,161</b>	<b>\$53,359,660</b>	<b>\$86,697,089</b>	<b>\$63,673,817</b>	<b>19.3%</b>	<b>-26.6%</b>

**Debt Service Funds:**

General Obligation	\$6,571,577	\$5,548,057	\$6,044,980	\$7,132,635	\$5,188,030	-14.2%	-27.3%
Water & Sewer Debt	822,101	854,652	842,101	872,952	881,452	4.7%	1.0%
<b>TOTAL DEBT SERVICE FUNDS</b>	<b>\$7,393,678</b>	<b>\$6,402,709</b>	<b>\$6,887,081</b>	<b>\$8,005,587</b>	<b>\$6,069,482</b>	<b>-11.9%</b>	<b>-24.2%</b>

**TOTAL ENDING BALANCES**

<b>TOTAL APPROPRIATIONS &amp; ENDING BALANCES</b>	<b>\$647,127,854</b>	<b>\$686,689,909</b>	<b>\$661,625,597</b>	<b>\$683,157,376</b>	<b>\$674,875,088</b>	<b>2.0%</b>	<b>-1.2%</b>
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Exhibit "A" to Ordinance No. 2020-9-4

GENERAL FUND

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>UNAPPROPRIATED FUND</b>							
<b>BALANCE</b>	\$51,635,123	\$52,213,524	\$42,612,028	\$53,423,541	\$37,366,924	-12.3%	-36.3%
Encumbrance Adjustment				5,256,512			
<b>Revenues</b>							
Taxes	\$220,989,088	\$234,812,567	\$235,869,298	\$230,957,825	\$238,149,738	1.0%	3.1%
Franchise Fees	24,354,134	23,330,387	21,197,461	21,021,330	20,943,405	-1.2%	-0.4%
Fines & Forfeits	6,304,020	6,480,503	6,120,395	4,422,069	5,202,336	-15.0%	17.6%
Miscellaneous Revenue	2,693,535	5,501,534	3,339,852	3,830,311	3,666,910	9.8%	-4.3%
Licenses & Permits	9,521,069	8,794,102	9,378,993	7,752,744	8,619,791	-8.1%	11.2%
Charges for Services	13,765,830	17,684,251	14,808,376	11,188,697	12,823,736	-13.4%	14.6%
Intergovernmental Revenue	1,526,803	2,004,873	2,032,830	1,532,616	2,195,415	8.0%	43.2%
Subtotal Revenues	\$279,154,479	\$298,608,217	\$292,747,204	\$280,705,592	\$291,601,330	-0.4%	3.9%
Intragovernmental Transfers	20,993,217	20,704,854	21,765,023	22,352,219	21,259,519	-2.3%	-4.9%
<b>TOTAL REVENUES &amp; TRANSFERS</b>	<b>\$300,147,696</b>	<b>\$319,313,071</b>	<b>\$314,512,227</b>	<b>\$303,057,811</b>	<b>\$312,860,849</b>	<b>-0.5%</b>	<b>3.2%</b>
<b>TOTAL RESOURCES</b>	<b>\$351,782,819</b>	<b>\$371,526,595</b>	<b>\$357,124,255</b>	<b>\$361,737,864</b>	<b>\$350,227,773</b>	<b>-1.9%</b>	<b>-3.2%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Salaries & Wages	\$196,353,984	\$205,714,437	\$214,185,843	\$210,673,353	\$213,207,641	-0.5%	1.2%
Materials & Supplies	8,160,681	9,274,730	9,686,881	10,247,946	9,314,311	-3.8%	-9.1%
Contractual	53,608,384	52,984,259	59,647,424	57,152,669	56,983,490	-4.5%	-0.3%
Community Services Agencies	550,000	562,780	569,400	569,400	570,380	0.2%	0.2%
Sundry	1,162,170	1,553,708	1,456,900	1,631,897	1,560,946	7.1%	-4.3%
Reimbursements	(3,861,807)	(4,639,390)	(4,665,903)	(4,687,222)	(4,876,272)	4.5%	4.0%
CARES Act Reimbursement	0	0	0	(5,500,000)	0	0.0%	-100.0%
Subtotal	\$255,973,412	\$265,450,524	\$280,880,545	\$270,088,043	\$276,760,496	-1.5%	2.5%
Capital Outlay	3,599,793	2,164,976	867,600	2,107,520	0	-100.0%	-100.0%
<b>TOTAL OPERATIONS</b>	<b>\$259,573,205</b>	<b>\$267,615,500</b>	<b>\$281,748,145</b>	<b>\$272,195,563</b>	<b>\$276,760,496</b>	<b>-1.8%</b>	<b>1.7%</b>
Capital Maintenance Fund	\$25,869,000	\$30,250,549	\$35,250,549	\$35,250,549	\$35,250,549	0.0%	0.0%
Risk Management Fund	4,647,411	4,771,520	4,800,000	5,000,000	5,000,000	4.2%	0.0%
Technology Fund	1,000,000	1,000,000	2,000,000	2,000,000	1,000,000	-50.0%	-50.0%
TS Replacement Fund	500,000	500,000	1,000,000	1,000,000	500,000	-50.0%	-50.0%
PTV Fund	250,000	250,000	250,000	0	0	-100.0%	0.0%
Economic Development Incentive	7,729,679	8,458,973	8,924,828	8,924,828	9,225,287	3.4%	3.4%
<b>TOTAL TRANSFERS</b>	<b>\$39,996,090</b>	<b>\$45,231,042</b>	<b>\$52,225,377</b>	<b>\$52,175,377</b>	<b>\$50,975,836</b>	<b>-2.4%</b>	<b>-2.3%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$299,569,295</b>	<b>\$312,846,542</b>	<b>\$333,973,522</b>	<b>\$324,370,940</b>	<b>\$327,736,332</b>	<b>-1.9%</b>	<b>1.0%</b>
<b>UNAPPROPRIATED FUND</b>	<b>\$52,213,524</b>	<b>\$58,680,053</b>	<b>\$23,150,733</b>	<b>\$37,366,924</b>	<b>\$22,491,441</b>	<b>-2.8%</b>	<b>-39.8%</b>
Days of Operation					30		

Exhibit "A" to Ordinance No. 2020-9-4

GENERAL FUND REVENUE BY SOURCE

SOURCE OF INCOME	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>Taxes</b>							
Ad Valorem Taxes:							
Current	\$132,366,014	\$143,760,694	\$145,043,456	\$145,605,408	\$148,792,332	2.6%	2.2%
Delinquent	143,137	(161,972)	1,519,925	0	1,565,120	3.0%	100.0%
Penalty & Interest	465,592	458,623	759,963	566,804	782,560	3.0%	38.1%
Sales Tax	85,592,104	88,231,063	86,072,232	82,892,605	84,879,855	-1.4%	2.4%
Mixed Drink Tax	2,322,487	2,402,680	2,357,648	1,722,749	2,004,001	-15.0%	16.3%
Bingo Gross Receipts Tax	67,392	75,546	70,141	79,737	79,936	14.0%	0.2%
Excess Proceeds on Taxes	32,362	45,933	45,933	90,522	45,933	0.0%	-49.3%
<b>TOTAL TAXES</b>	<b>\$220,989,088</b>	<b>\$234,812,567</b>	<b>\$235,869,298</b>	<b>\$230,957,825</b>	<b>\$238,149,738</b>	<b>1.0%</b>	<b>3.1%</b>
<b>Franchise Fees</b>							
Electrical Franchise	\$13,419,319	\$12,217,535	\$12,183,931	\$12,310,654	\$12,310,654	1.0%	0.0%
Telephone Franchise	4,027,144	3,758,430	2,107,635	2,415,323	2,415,323	14.6%	0.0%
Fiber Optics Franchise	80,484	56,351	56,351	56,351	56,351	0.0%	0.0%
Gas Franchise	3,156,302	3,796,830	3,619,046	3,122,006	3,122,006	-13.7%	0.0%
Cable TV Franchise	3,670,885	3,501,241	3,230,498	3,116,996	3,039,071	-5.9%	-2.5%
<b>TOTAL FRANCHISE FEES</b>	<b>\$24,354,134</b>	<b>\$23,330,387</b>	<b>\$21,197,461</b>	<b>\$21,021,330</b>	<b>\$20,943,405</b>	<b>-1.2%</b>	<b>-0.4%</b>
<b>Fines &amp; Forfeits</b>							
Municipal Court	\$6,151,858	\$6,417,186	\$6,060,000	\$4,389,108	\$5,151,000	-15.0%	17.4%
Library Fines	152,162	63,317	60,395	32,961	51,336	100.0%	55.7%
<b>TOTAL FINES &amp; FORFEITS</b>	<b>\$6,304,020</b>	<b>\$6,480,503</b>	<b>\$6,120,395</b>	<b>\$4,422,069</b>	<b>\$5,202,336</b>	<b>-15.0%</b>	<b>17.6%</b>
<b>Miscellaneous Revenue</b>							
Interest Earnings	\$890,026	\$3,558,767	\$1,400,000	\$2,000,000	\$1,700,000	21.4%	-15.0%
Sale/Rental of Property	514,615	502,580	542,958	433,417	542,958	0.0%	25.3%
Insurance Collections	649,063	624,970	676,439	676,439	703,497	4.0%	4.0%
Sundry	639,831	815,217	720,455	720,455	720,455	0.0%	0.0%
<b>TOTAL MISCELLANEOUS REVENUE</b>	<b>\$2,693,535</b>	<b>\$5,501,534</b>	<b>\$3,339,852</b>	<b>\$3,830,311</b>	<b>\$3,666,910</b>	<b>9.8%</b>	<b>-4.3%</b>
<b>Licenses and Permits</b>							
Food Handlers Permits	\$757,760	\$764,595	\$801,788	\$612,456	\$681,520	-15.0%	11.3%
Land / Burning / Liquid Waste	28,255	20,400	26,297	23,424	23,483	-10.7%	0.2%
Grease Trap Permits	52,000	76,323	20,491	53,823	20,491	0.0%	-61.9%
Fire Inspection Fees	299,765	308,955	301,256	252,713	301,256	0.0%	19.2%
Rental Registration Fees	330,930	337,410	338,060	375,807	376,747	11.4%	0.2%
Animal Licenses	119,457	118,805	125,960	107,746	125,960	0.0%	16.9%
Restaurant Plan Review	42,900	32,250	34,419	14,025	34,419	0.0%	145.4%
Alarm Permits	1,347,645	1,451,008	1,458,008	1,237,474	1,312,207	-10.0%	6.0%
Filing Fees	460,923	338,620	347,443	243,348	347,443	0.0%	42.8%
Fire Protection Plan Review	321,542	300,996	327,928	244,565	327,928	0.0%	34.1%
Building Permits	4,492,462	3,724,380	4,386,544	3,276,822	3,728,562	-15.0%	13.8%
Electrical Permits	125,254	127,719	121,864	129,769	129,769	6.5%	0.0%
Plumbing Permits	333,371	342,416	315,124	369,429	369,429	17.2%	0.0%
Heating & A/C Permits	164,842	177,427	165,586	181,167	181,167	9.4%	0.0%
Fence Permits	39,335	42,132	35,762	43,727	43,727	22.3%	0.0%
Swimming Pool Permits	36,209	27,888	30,000	37,856	37,856	26.2%	0.0%
Pool Inspection	66,150	88,830	85,552	85,552	85,552	0.0%	0.0%
Irrigation Permits	47,168	44,763	40,417	35,262	35,262	-12.8%	0.0%
Day Laborer Fees	14,188	12,088	12,291	9,597	12,291	0.0%	28.1%
Sign Permits	121,864	150,803	116,516	150,000	150,000	28.7%	0.0%
Reoccupancy Permits	149,010	132,030	135,481	108,940	135,481	0.0%	24.4%
Misc. Licenses & Permits	170,039	174,264	152,205	159,242	159,242	4.6%	0.0%
<b>TOTAL LICENSES &amp; PERMITS</b>	<b>\$9,521,069</b>	<b>\$8,794,102</b>	<b>\$9,378,993</b>	<b>\$7,752,744</b>	<b>\$8,619,791</b>	<b>-8.1%</b>	<b>11.2%</b>
<b>Fees &amp; Service Charges</b>							
Animal Pound & Adoption Fee	\$256,668	\$272,868	\$263,402	\$256,340	\$256,981	-2.4%	0.2%
Ambulance Service	5,034,277	5,713,744	4,984,994	4,547,695	4,759,064	-4.5%	4.6%
False Alarm Response	263,793	257,441	268,784	227,059	268,784	0.0%	18.4%
Emergency 911	890,464	790,304	820,657	500,345	697,558	-15.0%	39.4%
Contractor Registration Fee	208,496	200,923	197,735	163,403	197,735	0.0%	21.0%
Engineering Inspection Fee	337,809	600,557	340,000	300,000	300,000	-11.8%	0.0%
Residential Building Plan Review	79,938	54,520	64,600	56,475	64,600	0.0%	14.4%
Reinspection Fee	87,150	82,850	85,400	58,105	85,400	0.0%	47.0%
File Searches	50,926	58,881	54,798	50,835	54,798	0.0%	7.8%
Same Day Inspection Fee	74,085	71,460	72,035	59,594	72,035	0.0%	20.9%
Convenience Copiers	10,974	10,798	10,842	6,524	10,842	0.0%	66.2%
Lease Fees	161,127	114,370	150,000	150,000	150,000	0.0%	0.0%
Recreation User Fee	665,349	986,243	853,793	600,583	640,345	-25.0%	6.6%
Recreation Rental Fee	338,876	350,721	350,574	190,403	262,931	-25.0%	38.1%
Swimming Fees	1,042,803	1,151,296	1,148,727	456,597	861,545	-25.0%	88.7%
Recreation Membership Card Fee	2,105,208	4,606,842	2,774,820	2,046,051	2,253,406	-18.8%	10.1%

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Tennis Center Fee	331,569	264,178	253,449	208,858	253,449	0.0%	21.3%
Food Manager/Handler Training	1,150	800	1,002	0	0	-100.0%	0.0%
Tree Trimming Assessments	154,486	138,921	155,797	155,797	156,186	0.2%	0.2%
Child Safety Fees	109,240	105,589	103,512	67,529	87,985	-15.0%	30.3%
Sundry	1,561,442	1,850,945	1,853,455	1,086,504	1,390,091	-25.0%	27.9%
<b>TOTAL FEES &amp; SVC CHARGES</b>	<b>\$13,765,830</b>	<b>\$17,684,251</b>	<b>\$14,808,376</b>	<b>\$11,188,697</b>	<b>\$12,823,736</b>	<b>-13.4%</b>	<b>14.6%</b>
<b>Intergovernmental Revenue -</b>							
FISD School Resource Officer	113,320	67,668	69,012	57,510	71,460	3.5%	24.3%
PISD School Resource Officers	1,129,820	1,688,176	1,726,224	1,221,895	1,870,744	8.4%	53.1%
Plano-Richardson Trng. Ctr. / Misc.	283,663	249,029	237,594	253,211	253,211	6.6%	0.0%
<b>TOTAL INTERGOVT'L REVENUE</b>	<b>\$1,526,803</b>	<b>\$2,004,873</b>	<b>\$2,032,830</b>	<b>\$1,532,616</b>	<b>\$2,195,415</b>	<b>8.0%</b>	<b>43.2%</b>
<b>TOTAL REVENUE</b>	<b>\$279,154,479</b>	<b>\$298,608,217</b>	<b>\$292,747,204</b>	<b>\$280,705,592</b>	<b>\$291,601,330</b>	<b>-0.4%</b>	<b>3.9%</b>
<b>Intragovernmental Transfers</b>							
Intra-Fund Transfers From:							
Water & Sewer Fund	\$17,388,959	\$16,917,188	\$17,421,787	\$17,172,051	\$17,199,219	-1.3%	0.2%
Sustain. & Environ. Services Fund	2,239,325	2,340,311	2,340,311	2,097,917	2,139,875	-8.6%	2.0%
Recreation Revolving Fund	207,646	210,007	440,187	150,000	153,000	-65.2%	2.0%
Golf Course Fund	50,409	0	0	0	51,529	100.0%	100.0%
Convention & Tourism Fund	571,539	695,103	1,030,688	933,720	952,394	-7.6%	2.0%
Municipal Drainage Fund	528,073	530,988	532,050	748,531	763,502	43.5%	2.0%
PIC Fund (Plano Improvement Corp.)	7,266	11,257	0	0	0	0.0%	0.0%
Technology Fund	0	0	0	1,250,000	0	0.0%	-100.0%
<b>TOTAL INTRAGOV'T'L TRANSFERS</b>	<b>\$20,993,217</b>	<b>\$20,704,854</b>	<b>\$21,765,023</b>	<b>\$22,352,219</b>	<b>\$21,259,519</b>	<b>-2.3%</b>	<b>-4.9%</b>
<b>TOTAL GENERAL FUND</b>	<b>\$300,147,696</b>	<b>\$319,313,071</b>	<b>\$314,512,227</b>	<b>\$303,057,811</b>	<b>\$312,860,849</b>	<b>-0.5%</b>	<b>3.2%</b>

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CONVENTION & TOURISM

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$5,172,619</b>	<b>\$5,712,873</b>	<b>\$4,819,395</b>	<b>\$8,565,919</b>	<b>\$5,226,210</b>	<b>8.4%</b>	<b>-39.0%</b>
<b>Revenues</b>							
Hotel/Motel Receipts	\$9,209,353	\$11,474,715	\$11,134,026	\$8,308,850	\$9,281,319	-16.6%	11.7%
Plano Event Center Fees	2,705,788	3,402,967	3,270,602	2,200,000	3,100,000	-5.2%	40.9%
Miscellaneous	14,498	6,986	15,000	7,000	7,000	-53.3%	0.0%
Interest Income	49,645	263,075	100,000	200,000	200,000	100.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$11,979,284</b>	<b>\$15,147,743</b>	<b>\$14,519,628</b>	<b>\$10,715,850</b>	<b>\$12,588,319</b>	<b>-13.3%</b>	<b>17.5%</b>
<b>TOTAL RESOURCES</b>	<b>\$17,151,903</b>	<b>\$20,860,616</b>	<b>\$19,339,023</b>	<b>\$19,281,769</b>	<b>\$17,814,529</b>	<b>-7.9%</b>	<b>-7.6%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expenses</b>							
Visit Plano	\$3,024,353	\$3,527,270	\$5,155,433	\$3,771,308	\$4,540,217	-11.9%	20.4%
Plano Event Center	3,733,842	3,972,111	4,334,290	3,622,580	5,165,838	19.2%	42.6%
Cultural Arts	899,999	993,357	1,000,000	998,125	800,000	-20.0%	-19.8%
Historic Preservation	735,852	796,130	800,000	832,727	640,000	-20.0%	-23.1%
Community & Cultural Events	218,075	333,082	332,579	45,000	279,441	-16.0%	521.0%
Music Festival	177,010	134,469	185,000	140,000	148,000	-20.0%	5.7%
Wayfinding Project	0	0	0	2,250,000	0	0.0%	-100.0%
Event Center Equip.Rpl. Charge	500,000	530,923	500,000	500,000	500,000	0.0%	0.0%
Visit Plano Equip.Rpl. Charge	0	0	75,000	75,000	75,000	0.0%	0.0%
Subtotal	<b>\$9,289,131</b>	<b>\$10,287,342</b>	<b>\$12,382,302</b>	<b>\$12,234,740</b>	<b>\$12,148,496</b>	<b>-1.9%</b>	<b>-0.7%</b>
Capital Outlay	118,360	42,252	20,200	17,099	0	-100.0%	-100.0%
<b>TOTAL OPERATIONS</b>	<b>\$9,407,491</b>	<b>\$10,329,594</b>	<b>\$12,402,502</b>	<b>\$12,251,839</b>	<b>\$12,148,496</b>	<b>-2.0%</b>	<b>-0.8%</b>
Transfer to General Fund	\$571,539	\$695,103	\$1,030,688	\$933,720	\$952,394	-7.6%	2.0%
Transfer to Capital Maint. Fund	1,440,000	1,250,000	850,000	850,000	500,000	-41.2%	-41.2%
Transfer to Technology Fund	20,000	20,000	20,000	20,000	20,000	0.0%	0.0%
Transfer to Revenue Debt	0	0	1,100,000	0	0	-100.0%	-100.0%
<b>TOTAL TRANSFERS</b>	<b>\$2,031,539</b>	<b>\$1,965,103</b>	<b>\$3,000,688</b>	<b>\$1,803,720</b>	<b>\$1,472,394</b>	<b>-50.9%</b>	<b>-18.4%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$11,439,030</b>	<b>\$12,294,697</b>	<b>\$15,403,190</b>	<b>\$14,055,559</b>	<b>\$13,620,890</b>	<b>-11.6%</b>	<b>-3.1%</b>
<b>WORKING CAPITAL</b>	<b>\$5,712,873</b>	<b>\$8,565,919</b>	<b>\$3,935,833</b>	<b>\$5,226,210</b>	<b>\$4,193,639</b>	<b>6.6%</b>	<b>-19.8%</b>
Days of Operation					126		

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**WATER & SEWER**

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$23,418,929</b>	<b>\$35,236,651</b>	<b>\$25,592,177</b>	<b>\$39,267,803</b>	<b>\$34,872,841</b>	<b>36.3%</b>	<b>-11.2%</b>
<b>Revenues</b>							
Water Income	\$99,371,447	\$94,448,505	\$99,036,793	\$102,945,547	\$102,158,261	3.2%	-0.8%
Sewer Income	65,274,389	67,602,303	68,570,845	68,043,625	71,779,156	4.7%	5.5%
Water Taps	61,812	10,984	40,920	22,874	23,160	-43.4%	1.3%
Water & Sewer Penalties	1,587,378	1,346,498	1,384,432	553,583	1,346,498	-2.7%	143.2%
Water Meters/AMR Devices	297,846	192,665	255,016	133,800	135,473	-46.9%	1.3%
Construction Water	371,921	311,035	284,421	322,550	326,582	14.8%	1.3%
Service Connect Fee	246,890	244,110	244,134	235,360	238,302	-2.4%	1.3%
Backflow Testing	624,455	661,855	652,764	639,180	647,170	-0.9%	1.3%
Sewer Tie-On	27,525	13,300	22,260	13,678	13,849	-37.8%	1.2%
Pre-Treatment Permits	29,870	24,710	32,684	26,804	27,139	-17.0%	1.3%
Interest Earnings	169,666	924,453	400,000	500,000	500,000	25.0%	0.0%
Misc. Income	955,738	750,322	888,984	705,523	714,342	-19.6%	1.3%
<b>TOTAL REVENUES</b>	<b>\$169,018,937</b>	<b>\$166,530,740</b>	<b>\$171,813,253</b>	<b>\$174,142,524</b>	<b>\$177,909,931</b>	<b>3.5%</b>	<b>2.2%</b>
<b>TOTAL RESOURCES</b>	<b>\$192,437,866</b>	<b>\$201,767,391</b>	<b>\$197,405,430</b>	<b>\$213,410,327</b>	<b>\$212,782,772</b>	<b>7.8%</b>	<b>-0.3%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Salaries & Wages	\$10,489,947	\$10,821,508	\$11,469,084	\$10,784,741	\$11,214,482	-2.2%	4.0%
Materials & Supplies	1,279,735	1,788,207	2,635,594	2,380,341	2,484,942	-5.7%	4.4%
Contractual	3,765,535	4,244,179	4,940,412	6,343,545	6,752,097	36.7%	6.4%
NTMWD - Water	72,334,642	74,718,352	79,892,229	79,892,229	79,892,229	0.0%	0.0%
NTMWD - Wastewater	18,629,748	19,140,667	20,945,614	22,322,430	23,386,470	11.7%	4.8%
NTMWD - Upper E. Fork Interceptor	12,798,332	12,886,770	14,521,432	14,873,562	15,358,833	5.8%	3.3%
Retirement of NTMWD Debt	1,935	0	0	0	0	0.0%	0.0%
Sundry	1,242,735	1,050,960	659,463	1,186,606	1,182,431	79.3%	-0.4%
Reimbursements	764,172	909,568	929,006	969,348	1,012,015	8.9%	4.4%
Subtotal	\$121,306,781	\$125,560,211	\$135,992,834	\$138,752,802	\$141,283,499	3.9%	1.8%
Capital Outlay	1,019	73,443	24,600	24,600	0	100.0%	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$121,307,800</b>	<b>\$125,633,654</b>	<b>\$136,017,434</b>	<b>\$138,777,402</b>	<b>\$141,283,499</b>	<b>3.9%</b>	<b>1.8%</b>
Transfer to General Fund	\$17,388,959	\$16,917,188	\$17,421,787	\$17,172,051	\$17,199,219	-1.3%	0.2%
Transfer to W & S CIP	10,000,000	10,000,000	12,500,000	12,500,000	12,500,000	0.0%	0.0%
Transfer to Capital Maintenance	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	0.0%	0.0%
Transfer to W&S Debt Service	1,835,400	3,272,570	3,267,700	3,267,700	3,738,000	14.4%	14.4%
Transfer to Risk Management Fund	797,838	807,476	853,271	872,881	877,722	2.9%	0.6%
Transfer to Technology Fund	300,000	300,000	300,000	300,000	300,000	0.0%	0.0%
Transfer to Technology Svcs	3,571,218	3,568,700	3,641,609	3,647,453	3,592,670	-1.3%	-1.5%
<b>TOTAL TRANSFERS</b>	<b>\$35,893,415</b>	<b>\$36,865,934</b>	<b>\$39,984,367</b>	<b>\$39,760,085</b>	<b>\$40,207,611</b>	<b>0.6%</b>	<b>1.1%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$157,201,215</b>	<b>\$162,499,588</b>	<b>\$176,001,801</b>	<b>\$178,537,487</b>	<b>\$181,491,110</b>	<b>3.1%</b>	<b>1.7%</b>
<b>WORKING CAPITAL</b>	<b>\$35,236,651</b>	<b>\$39,267,803</b>	<b>\$21,403,629</b>	<b>\$34,872,841</b>	<b>\$31,291,662</b>	<b>46.2%</b>	<b>-10.3%</b>
Days of Operation					81		

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SUSTAINABILITY & ENVIRONMENTAL SERVICES

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$5,268,641</b>	<b>\$3,976,958</b>	<b>\$2,532,892</b>	<b>\$2,897,664</b>	<b>\$1,911,272</b>	<b>-24.5%</b>	<b>-34.0%</b>
<b>Revenues</b>							
Commercial Franchise	\$8,631,271	\$9,035,082	\$9,118,796	\$9,118,796	\$9,301,172	2.0%	2.0%
Special Refuse Collection	101,121	101,576	104,747	104,747	104,957	0.2%	0.2%
Residential Collection	14,019,511	14,017,878	14,173,074	14,173,074	15,100,548	6.5%	6.5%
Allied Waste, Inc.	92,919	0	0	0	0	0.0%	0.0%
Recycling	39,271	82,261	0	0	0	0.0%	0.0%
Sales of Landscape Bags	17,064	0	0	0	0	0.0%	0.0%
Contributions via Utility Billing	7,444	9,155	10,080	10,080	10,100	0.2%	0.2%
Sale of Compost	2,431,029	2,218,692	2,265,051	2,400,252	2,405,053	6.2%	0.2%
Tipping Fees	716,323	1,416,848	756,048	1,416,848	1,419,682	87.8%	0.2%
Miscellaneous	337,712	441,237	307,163	307,163	310,235	1.0%	1.0%
Reimbursements	179,795	183,291	184,382	178,635	179,126	-2.9%	0.3%
Construction & Demolition Program	215,000	727,660	310,000	310,000	310,000	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$26,788,460</b>	<b>\$28,233,680</b>	<b>\$27,229,342</b>	<b>\$28,019,596</b>	<b>\$29,140,872</b>	<b>7.0%</b>	<b>4.0%</b>
<b>TOTAL RESOURCES</b>	<b>\$32,057,101</b>	<b>\$32,210,638</b>	<b>\$29,762,234</b>	<b>\$30,917,260</b>	<b>\$31,052,143</b>	<b>4.3%</b>	<b>0.4%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Salaries & Wages	\$7,515,084	\$7,762,068	\$7,918,844	\$7,879,997	\$7,995,600	1.0%	1.5%
Materials & Supplies	667,866	576,983	547,741	548,931	519,595	-5.1%	-5.3%
Contractual	7,550,283	8,674,796	8,454,294	8,652,205	9,417,944	11.4%	8.9%
NTMWD	8,604,886	8,444,388	8,725,000	8,650,284	9,176,009	5.2%	6.1%
Sundry	178,860	135,972	89,927	130,063	99,988	11.2%	-23.1%
Reimbursements	118,763	169,952	173,862	213,290	213,703	22.9%	0.2%
Subtotal	<b>\$24,635,742</b>	<b>\$25,764,159</b>	<b>\$25,909,668</b>	<b>\$26,074,770</b>	<b>\$27,422,838</b>	<b>5.8%</b>	<b>5.2%</b>
Capital Outlay	785,310	746,324	331,000	331,000	43,000	-87.0%	-87.0%
<b>TOTAL OPERATIONS</b>	<b>\$25,421,052</b>	<b>\$26,510,483</b>	<b>\$26,240,668</b>	<b>\$26,405,770</b>	<b>\$27,465,838</b>	<b>4.7%</b>	<b>4.0%</b>
Transfer to General Fund	\$2,239,325	\$2,340,311	\$2,340,311	\$2,097,917	\$2,139,875	-8.6%	2.0%
Transfer to Technology Fund	60,000	60,000	60,000	60,000	60,000	0.0%	0.0%
Transfer to Risk Management Fund	359,766	402,180	426,717	442,301	477,712	12.0%	8.0%
<b>TOTAL TRANSFERS</b>	<b>\$2,659,091</b>	<b>\$2,802,491</b>	<b>\$2,827,028</b>	<b>\$2,600,218</b>	<b>\$2,677,588</b>	<b>-5.3%</b>	<b>3.0%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$28,080,143</b>	<b>\$29,312,974</b>	<b>\$29,067,696</b>	<b>\$29,005,988</b>	<b>\$30,143,426</b>	<b>3.7%</b>	<b>3.9%</b>
<b>WORKING CAPITAL</b>	<b>\$3,976,958</b>	<b>\$2,897,664</b>	<b>\$694,538</b>	<b>\$1,911,272</b>	<b>\$908,717</b>	<b>30.8%</b>	<b>-52.5%</b>
Days of Operation					12		

Exhibit "A" to Ordinance No. 2020-9-4

**MUNICIPAL DRAINAGE UTILITY**

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$4,228,637</b>	<b>\$4,641,134</b>	<b>\$3,376,389</b>	<b>\$5,237,675</b>	<b>\$4,202,884</b>	<b>24.5%</b>	<b>-19.8%</b>
<b>Revenues</b>							
Environmental Assessment Fees:							
Residential Class Fees	\$3,737,459	\$3,684,748	\$3,753,757	\$3,834,029	\$4,792,536	27.7%	25.0%
Commercial Class Fees	\$3,830,260	3,851,142	3,846,962	4,011,519	5,014,359	30.3%	25.0%
Miscellaneous	50,632	11,364	0	11,412	11,412	0.0%	0.0%
Interest Income	38,658	176,115	75,000	125,000	125,000	66.7%	0.0%
<b>TOTAL REVENUES</b>	<b>\$7,657,009</b>	<b>\$7,723,369</b>	<b>\$7,675,719</b>	<b>\$7,981,960</b>	<b>\$9,943,307</b>	<b>29.5%</b>	<b>24.6%</b>
<b>TOTAL RESOURCES</b>	<b>\$11,885,646</b>	<b>\$12,364,503</b>	<b>\$11,052,108</b>	<b>\$13,219,635</b>	<b>\$14,146,191</b>	<b>28.0%</b>	<b>7.0%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Salaries & Wages	\$1,832,304	\$1,794,541	\$2,123,873	\$2,002,359	\$2,233,413	5.2%	11.5%
Materials & Supplies	229,020	204,748	392,294	203,717	327,566	-16.5%	60.8%
Contractual	786,759	761,447	866,657	761,418	909,620	5.0%	19.5%
Sundry	42,897	4,541	4,530	4,603	6,418	41.7%	39.4%
Reimbursements	834,391	1,051,960	1,075,949	967,299	990,053	-8.0%	2.4%
Subtotal	<b>\$3,725,371</b>	<b>\$3,817,237</b>	<b>\$4,463,303</b>	<b>\$3,939,396</b>	<b>\$4,467,070</b>	<b>0.1%</b>	<b>13.4%</b>
Capital Outlay	28,570	540	28,100	28,100	0	0.0%	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$3,753,941</b>	<b>\$3,817,777</b>	<b>\$4,491,403</b>	<b>\$3,967,496</b>	<b>\$4,467,070</b>	<b>-0.5%</b>	<b>12.6%</b>
Transfer to General Fund	\$528,073	\$530,988	\$532,050	\$748,531	\$763,502	43.5%	2.0%
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	2,442,498	2,258,063	2,497,531	2,497,531	4,305,495	72.4%	72.4%
<b>TOTAL TRANSFERS</b>	<b>\$3,490,571</b>	<b>\$3,309,051</b>	<b>\$3,549,581</b>	<b>\$3,766,062</b>	<b>\$5,588,997</b>	<b>57.5%</b>	<b>48.4%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$7,244,512</b>	<b>\$7,126,828</b>	<b>\$8,040,984</b>	<b>\$7,733,558</b>	<b>\$10,056,067</b>	<b>25.1%</b>	<b>30.0%</b>
<b>RESERVE REQUIREMENT</b>	0	0	0	1,283,193	0	0.0%	-100.0%
<b>WORKING CAPITAL</b>	<b>\$4,641,134</b>	<b>\$5,237,675</b>	<b>\$3,011,124</b>	<b>\$4,202,884</b>	<b>\$4,090,125</b>	<b>35.8%</b>	<b>-2.7%</b>
Days of Operation					334		

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**RECREATION REVOLVING**

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$1,221,118</b>	<b>\$1,174,933</b>	<b>\$761,619</b>	<b>\$898,714</b>	<b>\$563,275</b>	<b>-26.0%</b>	<b>-37.3%</b>
<b>Revenues</b>							
Recreation Fees	\$3,669,943	\$4,027,037	\$4,231,137	\$1,832,214	\$2,115,176	-50.0%	15.4%
Contributions	6,202	8,550	9,000	12,065	4,274	-52.5%	-64.6%
Interest Income	27,417	100,508	40,000	30,000	10,000	-75.0%	-66.7%
Miscellaneous	52,744	63,894	57,184	59,510	58,485	2.3%	-1.7%
<b>TOTAL REVENUES</b>	<b>\$3,756,306</b>	<b>\$4,199,989</b>	<b>\$4,337,321</b>	<b>\$1,933,789</b>	<b>\$2,187,935</b>	<b>-49.6%</b>	<b>13.1%</b>
<b>TOTAL RESOURCES</b>	<b>\$4,977,424</b>	<b>\$5,374,922</b>	<b>\$5,098,940</b>	<b>\$2,832,503</b>	<b>\$2,751,210</b>	<b>-46.0%</b>	<b>-2.9%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Salaries & Wages	\$1,340,318	\$1,465,755	\$1,552,195	\$912,380	\$1,081,103	-30.4%	18.5%
Materials & Supplies	207,639	214,661	238,682	122,973	150,570	-36.9%	22.4%
Contractual	1,793,756	2,053,914	2,193,080	1,058,618	1,051,910	-52.0%	-0.6%
Sundry	34,380	31,869	35,020	9,869	22,420	-36.0%	127.2%
Subtotal	\$3,376,093	\$3,766,199	\$4,018,977	\$2,103,840	\$2,306,003	-42.6%	9.6%
Capital Outlay	218,752	500,000	0	15,388	0	0.0%	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$3,594,845</b>	<b>\$4,266,199</b>	<b>\$4,018,977</b>	<b>\$2,119,228</b>	<b>\$2,306,003</b>	<b>-42.6%</b>	<b>8.8%</b>
Transfer to General Fund	\$207,646	\$210,007	\$440,187	\$150,000	\$153,000	-65.2%	2.0%
<b>TOTAL TRANSFERS</b>	<b>\$207,646</b>	<b>\$210,007</b>	<b>\$440,187</b>	<b>\$150,000</b>	<b>\$153,000</b>	<b>-65.2%</b>	<b>2.0%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$3,802,491</b>	<b>\$4,476,206</b>	<b>\$4,459,164</b>	<b>\$2,269,228</b>	<b>\$2,459,003</b>	<b>-44.9%</b>	<b>8.4%</b>
<b>WORKING CAPITAL</b>	<b>\$1,174,933</b>	<b>\$898,714</b>	<b>\$639,776</b>	<b>\$563,275</b>	<b>\$292,206</b>	<b>-54.3%</b>	<b>-48.1%</b>
Days of Operation					46		

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**GOLF COURSE**

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>(\$6,657)</b>	<b>(\$38,430)</b>	<b>(\$111,858)</b>	<b>\$161</b>	<b>\$72,861</b>	<b>-165.1%</b>	<b>45155.3%</b>
<b>Revenues</b>							
Golf Fees	\$889,323	\$838,993	\$993,843	\$953,444	\$955,828	-3.8%	0.2%
Concessions	57,301	62,514	62,690	64,589	64,750	3.3%	0.2%
Interest Income	0	0	0	0	0	0.0%	0.0%
Miscellaneous	31,040	18,101	30,000	10,000	10,000	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$977,664</b>	<b>\$919,608</b>	<b>\$1,086,532</b>	<b>\$1,028,033</b>	<b>\$1,030,578</b>	<b>-5.1%</b>	<b>0.2%</b>
<b>TOTAL RESOURCES</b>	<b>\$971,007</b>	<b>\$881,178</b>	<b>\$974,674</b>	<b>\$1,028,194</b>	<b>\$1,103,439</b>	<b>13.2%</b>	<b>7.3%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Salaries & Wages	\$635,387	\$558,396	\$615,782	\$611,130	\$643,279	4.5%	5.3%
Supplies	103,476	93,525	115,111	108,075	109,145	-5.2%	1.0%
Contractual Services	218,163	227,955	232,017	229,528	203,592	-12.3%	-11.3%
Sundry Charges	2,003	1,141	2,050	6,600	1,050	-48.8%	-84.1%
Subtotal	\$959,029	\$881,017	\$964,960	\$955,333	\$957,066	-0.8%	0.2%
Capital Outlay	0	0	0	0	0	0.0%	0.0%
<b>TOTAL OPERATIONS</b>	<b>\$959,029</b>	<b>\$881,017</b>	<b>\$964,960</b>	<b>\$955,333</b>	<b>\$957,066</b>	<b>-0.8%</b>	<b>0.2%</b>
Transfer to General Fund	50,409	0	0	0	51,529	100.0%	100.0%
<b>TOTAL TRANSFERS</b>	<b>\$50,409</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$51,529</b>	<b>100.0%</b>	<b>100.0%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$1,009,438</b>	<b>\$881,017</b>	<b>\$964,960</b>	<b>\$955,333</b>	<b>\$1,008,595</b>	<b>4.5%</b>	<b>5.6%</b>
<b>WORKING CAPITAL</b>	<b>(\$38,430)</b>	<b>\$161</b>	<b>\$9,715</b>	<b>\$72,861</b>	<b>\$94,845</b>	<b>876.3%</b>	<b>30.2%</b>
<b>Days of Operation</b>					<b>36</b>		

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**RISK MANAGEMENT FUND**

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$697,615</b>	<b>\$101,938</b>	<b>\$3,464,772</b>	<b>\$2,444,450</b>	<b>\$2,067,528</b>	<b>-40.3%</b>	<b>-15.4%</b>
<b>Resources</b>							
General Fund Transfer In	\$4,654,304	\$4,771,520	\$4,800,000	\$5,000,000	\$5,000,000	4.2%	0.0%
Water & Sewer Fund Transfer In	797,838	807,476	853,271	872,881	877,722	2.9%	0.6%
Sustain. & Env. Svcs. Fund Transfer In	359,766	402,180	426,717	442,301	477,712	12.0%	8.0%
Health Claims Fund Transfer In	0	2,500,000	0	0	0	0.0%	0.0%
Claims Recovered	1,581,032	1,896,819	250,000	350,000	250,000	0.0%	-28.6%
Interest Earned	44,552	199,364	50,000	150,000	100,000	100.0%	-33.3%
<b>TOTAL REVENUES</b>	<b>\$7,437,492</b>	<b>\$10,577,359</b>	<b>\$6,379,988</b>	<b>\$6,815,182</b>	<b>\$6,705,434</b>	<b>5.1%</b>	<b>-1.6%</b>
<b>TOTAL RESOURCES</b>	<b>\$8,135,107</b>	<b>\$10,679,297</b>	<b>\$9,844,760</b>	<b>\$9,259,632</b>	<b>\$8,772,962</b>	<b>-10.9%</b>	<b>-5.3%</b>
<b>APPROPRIATIONS</b>							
Workers' Compensation	\$3,711,988	\$3,567,314	\$2,602,058	\$3,000,000	\$2,602,058	0.0%	-13.3%
Judgements and Damages	2,285,572	2,483,265	1,500,000	1,500,000	1,500,000	0.0%	0.0%
Risk Management Operations	2,035,609	2,184,268	2,876,229	2,692,104	3,104,397	7.9%	15.3%
<b>TOTAL APPROPRIATIONS</b>	<b>\$8,033,169</b>	<b>\$8,234,847</b>	<b>\$6,978,287</b>	<b>\$7,192,104</b>	<b>\$7,206,455</b>	<b>3.3%</b>	<b>0.2%</b>
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$101,938</b>	<b>\$2,444,450</b>	<b>\$2,866,473</b>	<b>\$2,067,528</b>	<b>\$1,566,507</b>	<b>-45.4%</b>	<b>-24.2%</b>

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HUD GRANTS

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>TOTAL HUD REVENUES</b>	<b>\$1,731,558</b>	<b>\$1,852,123</b>	<b>\$1,974,824</b>	<b>\$2,158,478</b>	<b>\$2,362,989</b>	<b>19.7%</b>	<b>9.5%</b>
<b>APPROPRIATIONS</b>							
<b>CDBG:</b>							
Housing Rehabilitation Administrative	\$176,009	\$198,719	\$161,050	\$192,160	\$194,820	21.0%	1.4%
Housing Rehabilitation (CDBG)	447,633	563,744	614,402	619,775	690,726	12.4%	11.4%
CDBG Administrative	237,252	237,252	0	269,945	281,706	100.0%	4.4%
Homelessness Prevention	106,159	122,000	122,000	448,000	122,000	0.0%	-72.8%
Homeownership Program	7,537	19,450	10,000	7,825	8,000	-20.0%	2.2%
Boys and Girls Clubs of Collin County	45,907	52,000	53,455	53,455	56,955	6.5%	6.5%
Plano Community Homes	58,855	0	0	0	0	0.0%	0.0%
Texas Muslim Women's Foundation	50,965	42,000	44,545	44,545	45,825	2.9%	2.9%
Rebuilding Together of Greater Dallas	0	35,000	194,328	19,506	0	-100.0%	-100.0%
Habitat for Humanity of Collin County	0	0	0	0	30,000	100.0%	100.0%
Agape Resource & Assistance Center	0	0	0	0	54,000	100.0%	100.0%
<b>Sub-Total CDBG:</b>	<b>\$1,130,317</b>	<b>\$1,270,165</b>	<b>\$1,199,780</b>	<b>\$1,655,211</b>	<b>\$1,484,032</b>	<b>23.7%</b>	<b>-10.3%</b>
<b>HOME:</b>							
Housing Rehabilitation	\$154,036	\$259,898	\$138,050	\$133,273	\$159,378	15.4%	19.6%
HOME Administrative	38,984	43,866	51,464	51,464	115,116	123.7%	123.7%
HOME Tenant-Based Rental Assistance	0	0	0	0	238,300	100.0%	100.0%
Homeownership Program	115,000	108,194	262,000	135,000	150,000	-42.7%	11.1%
Habitat for Humanity of S. Collin County	22,000	80,000	13,530	93,530	0	-100.0%	-100.0%
Christ United Methodist Church	35,577	0	0	0	0	0.0%	0.0%
Housing Channel	235,644	90,000	310,000	90,000	216,163	-30.3%	140.2%
<b>Sub-Total HOME:</b>	<b>\$601,241</b>	<b>\$581,958</b>	<b>\$775,044</b>	<b>\$503,267</b>	<b>\$878,957</b>	<b>13.4%</b>	<b>74.7%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$1,731,558</b>	<b>\$1,852,123</b>	<b>\$1,974,824</b>	<b>\$2,158,478</b>	<b>\$2,362,989</b>	<b>19.7%</b>	<b>9.5%</b>

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PTV FUND

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$1,738,793</b>	<b>\$1,880,193</b>	<b>\$1,166,861</b>	<b>\$2,163,172</b>	<b>\$1,197,629</b>	<b>2.6%</b>	<b>-44.6%</b>
<b>Revenues</b>							
Plano Television Network Fee	\$734,018	\$700,248	\$668,881	\$633,209	\$601,549	-10.1%	-5.0%
Interest Income	17,512	83,156	25,000	50,000	50,000	100.0%	0.0%
Transfer In Gen Fund - Franch. Fees	250,000	250,000	250,000	0	0	-100.0%	0.0%
Transfer In Technology Fund	250,000	250,000	250,000	250,000	250,000	0.0%	0.0%
Miscellaneous	0	434	500	500	500	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$1,251,530</b>	<b>\$1,283,838</b>	<b>\$1,194,381</b>	<b>\$933,709</b>	<b>\$902,049</b>	<b>-24.5%</b>	<b>-3.4%</b>
<b>TOTAL RESOURCES</b>	<b>\$2,990,323</b>	<b>\$3,164,031</b>	<b>\$2,361,242</b>	<b>\$3,096,881</b>	<b>\$2,099,678</b>	<b>-11.1%</b>	<b>-32.2%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Salaries & Wages	\$627,177	\$637,856	\$644,973	\$666,741	\$609,676	-5.5%	-8.6%
Materials & Supplies	70,110	62,616	78,920	78,868	75,165	-4.8%	-4.7%
Contractual	258,082	275,987	473,036	503,643	453,655	-4.1%	-9.9%
Equipment Reserve	0	24,400	650,000	650,000	650,000	0.0%	0.0%
Subtotal	955,369	1,000,859	1,846,929	1,899,252	1,788,496	-3.2%	-5.8%
Capital Outlay	154,761	0	0	0	0	0.0%	0.0%
<b>TOTAL APPROPRIATIONS</b>	<b>1,110,130</b>	<b>1,000,859</b>	<b>1,846,929</b>	<b>1,899,252</b>	<b>1,788,496</b>	<b>-3.2%</b>	<b>-5.8%</b>
<b>WORKING CAPITAL</b>	<b>\$1,880,193</b>	<b>\$2,163,172</b>	<b>\$514,313</b>	<b>\$1,197,629</b>	<b>\$311,182</b>	<b>-39.5%</b>	<b>-74.0%</b>
Days of Operation					64		

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**CRIMINAL INVESTIGATION**

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>UNAPPROPRIATED FUND</b>							
<b>BALANCE</b>	<b>\$4,296,230</b>	<b>\$4,591,099</b>	<b>\$3,250,703</b>	<b>\$4,517,382</b>	<b>\$2,976,433</b>	<b>-8.4%</b>	<b>-34.1%</b>
Forfeited Property	\$130,111	\$74,984	\$53,000	\$165,000	\$75,000	41.5%	-54.5%
Equitable Sharing	524,030	305,976	125,000	30,000	40,000	-68.0%	33.3%
Auction Proceeds	8,900	10,200	1,000	21,466	1,000	0.0%	-95.3%
Grants and Miscellaneous	37,117	30,626	0	0	0	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$700,158</b>	<b>\$421,786</b>	<b>\$179,000</b>	<b>\$216,466</b>	<b>\$116,000</b>	<b>-35.2%</b>	<b>-46.4%</b>
<b>TOTAL RESOURCES</b>	<b>\$4,996,388</b>	<b>\$5,012,885</b>	<b>\$3,429,703</b>	<b>\$4,733,848</b>	<b>\$3,092,433</b>	<b>-9.8%</b>	<b>-34.7%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Materials & Supplies	\$270,539	\$208,543	\$721,030	\$898,415	\$272,500	-62.2%	-69.7%
Contractual - Professional	63,707	120,370	225,000	384,000	335,000	48.9%	-12.8%
Reimbursements to Other Funds	38,561	30,712	0	0	0	0.0%	0.0%
Capital Outlay	32,482	135,878	1,874,100	475,000	1,225,673	-34.6%	158.0%
<b>TOTAL APPROPRIATIONS</b>	<b>\$405,289</b>	<b>\$495,503</b>	<b>\$2,820,130</b>	<b>\$1,757,415</b>	<b>\$1,833,173</b>	<b>-35.0%</b>	<b>4.3%</b>
<b>UNAPPROPRIATED FUND</b>							
<b>BALANCE</b>	<b>\$4,591,099</b>	<b>\$4,517,382</b>	<b>\$609,573</b>	<b>\$2,976,433</b>	<b>\$1,259,260</b>	<b>106.6%</b>	<b>-57.7%</b>

Exhibit "A" to Ordinance No. 2020-9-4

TECHNOLOGY FUND

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$20,895,058</b>	<b>\$19,321,948</b>	<b>\$2,018,410</b>	<b>\$15,049,039</b>	<b>\$5,796,006</b>	<b>187.2%</b>	<b>-61.5%</b>
<b>Revenues</b>							
General Fund	\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$1,000,000	-50.0%	-50.0%
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	198,551	770,874	184,389	200,000	200,000	8.5%	0.0%
Tax Note Sale	0	0	0	0	0	0.0%	0.0%
<b>TOTAL REVENUES</b>	<b>\$1,598,551</b>	<b>\$2,170,874</b>	<b>\$2,584,389</b>	<b>\$2,600,000</b>	<b>\$1,600,000</b>	<b>-38.1%</b>	<b>-38.5%</b>
<b>TOTAL RESOURCES</b>	<b>\$22,493,609</b>	<b>\$21,492,822</b>	<b>\$4,602,799</b>	<b>\$17,649,039</b>	<b>\$7,396,006</b>	<b>60.7%</b>	<b>-58.1%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Fund 62 Projects	\$1,168,303	\$281,814	\$2,757,965	\$6,015,921	\$1,015,000	-63.2%	-83.1%
Fund 29 Projects	1,753,358	5,911,969	220,000	4,337,112	4,327,607	1867.1%	-0.2%
<b>TOTAL OPERATIONS</b>	<b>\$2,921,661</b>	<b>\$6,193,783</b>	<b>\$2,977,965</b>	<b>\$10,353,033</b>	<b>\$5,342,607</b>	<b>79.4%</b>	<b>-48.4%</b>
Transfer to PTV	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	0.0%	0.0%
Transfer to General Fund	0	0	0	1,250,000	0	0.0%	-100.0%
<b>TOTAL TRANSFERS</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$250,000</b>	<b>\$1,500,000</b>	<b>\$250,000</b>	<b>0.0%</b>	<b>-83.3%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$3,171,661</b>	<b>\$6,443,783</b>	<b>\$3,227,965</b>	<b>\$11,853,033</b>	<b>\$5,592,607</b>	<b>73.3%</b>	<b>-52.8%</b>
<b>WORKING CAPITAL</b>	<b>\$19,321,948</b>	<b>\$15,049,039</b>	<b>\$1,374,834</b>	<b>\$5,796,006</b>	<b>\$1,803,399</b>	<b>31.2%</b>	<b>-68.9%</b>

Exhibit "A" to Ordinance No. 2020-9-4

TS REPLACEMENT FUND

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$3,347,111</b>	<b>\$4,755,642</b>	<b>\$2,253,714</b>	<b>\$5,980,863</b>	<b>\$2,253,714</b>	<b>0.0%</b>	<b>-62.3%</b>
<b>Revenues</b>							
General Fund	\$977,596	\$976,871	\$973,978	\$820,274	\$820,274	-15.8%	0.0%
PTV Fund	5,125	5,125	5,125	3,763	3,763	-26.6%	0.0%
Municipal Court Technology	733	733	733	0	0	-100.0%	0.0%
Water & Sewer Fund	46,192	46,192	46,192	37,733	37,733	-18.3%	0.0%
Sustainability & Environ. Svcs.	17,308	17,308	17,308	17,333	17,333	0.1%	0.0%
Convention & Tourism	25,942	25,942	25,942	13,462	13,462	-48.1%	0.0%
Municipal Drainage	3,658	3,658	3,658	4,872	4,872	33.2%	0.0%
Golf Course	1,467	1,467	1,467	2,878	2,878	96.2%	0.0%
Recreation Revolving	733	733	733	2,461	2,461	235.7%	0.0%
Equipment Maintenance	8,775	8,775	8,775	5,627	5,627	-35.9%	0.0%
Municipal Warehouse	1,467	1,467	1,467	4,019	4,019	174.0%	0.0%
Risk Management	8,525	8,525	8,525	4,567	4,567	-46.4%	0.0%
Technology Services	94,967	94,967	94,967	176,684	176,684	86.0%	0.0%
Traffic Safety Fund	1,242	1,242	1,242	0	0	-100.0%	0.0%
Interest	41,671	228,992	90,322	125,000	125,000	38.4%	0.0%
Transfer from General Fund	500,000	500,000	1,000,000	1,000,000	500,000	-50.0%	-50.0%
<b>TOTAL REVENUES</b>	<b>\$1,735,401</b>	<b>\$1,921,997</b>	<b>\$2,280,434</b>	<b>\$2,218,673</b>	<b>\$1,718,673</b>	<b>-24.6%</b>	<b>-22.5%</b>
<b>TOTAL RESOURCES</b>	<b>\$5,082,512</b>	<b>\$6,677,639</b>	<b>\$4,534,148</b>	<b>\$8,199,536</b>	<b>\$3,972,387</b>	<b>-12.4%</b>	<b>-51.6%</b>
<b>APPROPRIATIONS</b>							
<b>Operating Expense</b>							
Printer & Plotter Replacement	\$7,145	\$35,301	\$75,000	\$104,639	\$75,000	0.0%	-28.3%
PC, Laptop & Tablet Replacement	155,610	355,981	1,400,000	1,429,353	1,127,694	-19.5%	-21.1%
Servers, Switches, Routers & SAN	108,797	159,527	1,400,000	1,039,927	540,000	-61.4%	-48.1%
Camera Replacement	2,629	10,109	500,000	1,406,307	500,000	0.0%	-64.4%
RFID Replacement	0	0	143,000	572,000	143,000	0.0%	-75.0%
Audio Visual Replacements	52,689	135,858	250,000	413,409	305,000	22.0%	-26.2%
<b>TOTAL OPERATIONS</b>	<b>\$326,870</b>	<b>\$696,776</b>	<b>\$3,768,000</b>	<b>\$4,965,635</b>	<b>\$2,690,694</b>	<b>-28.6%</b>	<b>-45.8%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$326,870</b>	<b>\$696,776</b>	<b>\$3,768,000</b>	<b>\$4,965,635</b>	<b>\$2,690,694</b>	<b>-28.6%</b>	<b>-45.8%</b>
<b>WORKING CAPITAL</b>	<b>\$4,755,642</b>	<b>\$5,980,863</b>	<b>\$766,148</b>	<b>\$3,233,901</b>	<b>\$1,281,693</b>	<b>67.3%</b>	<b>-60.4%</b>

Exhibit "A" to Ordinance No. 2020-9-4

GENERAL OBLIGATION DEBT SERVICE

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$4,440,933</b>	<b>\$6,571,577</b>	<b>\$5,261,612</b>	<b>\$5,548,057</b>	<b>\$7,132,635</b>	<b>35.6%</b>	<b>28.6%</b>
<b>Revenues</b>							
Ad Valorem Tax							
Current	\$44,853,154	\$45,686,746	\$47,723,081	\$47,864,027	\$48,954,129	2.6%	2.3%
Delinquent	80,575	(47,459)	500,331	(117,980)	515,209	3.0%	-536.7%
Penalty & Interest	137,746	121,030	200,133	132,666	206,083	3.0%	55.3%
Fund Interest Income	322,477	1,279,957	868,361	500,000	500,000	-42.4%	0.0%
Police Academy Reimbursement	151,994	148,562	134,572	9,261	114,874	-14.6%	1140.4%
<b>TOTAL REVENUES</b>	<b>\$45,545,947</b>	<b>\$47,188,836</b>	<b>\$49,426,477</b>	<b>\$48,387,974</b>	<b>\$50,290,295</b>	<b>1.7%</b>	<b>3.9%</b>
<b>TOTAL RESOURCES</b>	<b>\$49,986,880</b>	<b>\$53,760,413</b>	<b>\$54,688,089</b>	<b>\$53,936,031</b>	<b>\$57,422,931</b>	<b>5.0%</b>	<b>6.5%</b>
<b>APPROPRIATIONS</b>							
<b>Bond and Certificates</b>							
Principal	\$25,250,000	\$26,550,000	\$26,020,000	\$26,020,000	\$28,330,000	8.9%	8.9%
Interest	13,787,755	17,279,231	16,845,771	16,845,771	18,720,441	11.1%	11.1%
Transfer to CO's Radio Sys Repl	801,700	802,725	357,875	357,875	0	-100.0%	-100.0%
Transfer to Tax Notes Radio Repl, PLL, Phone Sys	998,800	995,700	997,300	997,300	999,100	0.2%	0.2%
Transfer to Tax Notes NextGen	2,567,950	2,571,700	2,570,450	2,570,450	2,569,200	0.0%	0.0%
Exchanges Fees & Bond Sale Expense	9,098	13,000	12,000	12,000	12,750	6.3%	6.3%
Subtotal	\$43,415,303	\$48,212,356	\$46,803,396	\$46,803,396	\$50,631,491	8.2%	8.2%
<b>New Debt Projection</b>	<b>0</b>	<b>0</b>	<b>1,839,713</b>	<b>0</b>	<b>1,603,410</b>	<b>-12.8%</b>	<b>100.0%</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$43,415,303</b>	<b>\$48,212,356</b>	<b>\$48,643,108</b>	<b>\$46,803,396</b>	<b>\$52,234,901</b>	<b>7.4%</b>	<b>11.6%</b>
<b>UNAPPROPRIATED FUND BALANCE</b>	<b>\$6,571,577</b>	<b>\$5,548,057</b>	<b>\$6,044,980</b>	<b>\$7,132,635</b>	<b>\$5,188,030</b>	<b>-14.2%</b>	<b>-27.3%</b>

Exhibit "A" to Ordinance No. 2020-9-4

**WATER & SEWER DEBT SERVICE**

	Actual	Actual	Budget	Re-Est	Budget	Variance	
	2017-18	2018-19	2019-20	2019-20	2020-21	Bud to Bud	Est to Bud
<b>WORKING CAPITAL</b>	<b>\$805,916</b>	<b>\$822,101</b>	<b>\$832,101</b>	<b>\$854,652</b>	<b>\$872,952</b>	<b>4.9%</b>	<b>2.1%</b>
<b>Revenues</b>							
Transfer In (W & S Fund)	1,835,400	3,272,570	3,267,700	3,267,700	3,738,000	14.4%	14.4%
Fund Interest Income	7,226	36,051	10,000	18,300	10,000	0.0%	-45.4%
<b>TOTAL</b>	<b>\$1,842,626</b>	<b>\$3,308,621</b>	<b>\$3,277,700</b>	<b>\$3,286,000</b>	<b>\$3,748,000</b>	<b>14.3%</b>	<b>14.1%</b>
<b>TOTAL RESOURCES</b>	<b>\$2,648,542</b>	<b>\$4,130,722</b>	<b>\$4,109,801</b>	<b>\$4,140,652</b>	<b>\$4,620,952</b>	<b>12.4%</b>	<b>11.6%</b>
<b>APPROPRIATIONS</b>							
Principal	\$855,000	\$1,825,000	\$1,855,000	\$1,855,000	\$1,935,000	4.3%	4.3%
Interest	980,400	1,446,070	1,411,200	1,411,200	1,803,000	27.8%	27.8%
Fees	(8,958)	5,000	1,500	1,500	1,500	0.0%	0.0%
Subtotal	\$1,826,442	\$3,276,070	\$3,267,700	\$3,267,700	\$3,739,500	14.4%	14.4%
New Debt Projection	0	0	0	0	0	0.0%	0.0%
<b>TOTAL APPROPRIATIONS</b>	<b>\$1,826,442</b>	<b>\$3,276,070</b>	<b>\$3,267,700</b>	<b>\$3,267,700</b>	<b>\$3,739,500</b>	<b>14.4%</b>	<b>14.4%</b>
<b>WORKING CAPITAL</b>	<b>\$822,101</b>	<b>\$854,652</b>	<b>\$842,101</b>	<b>\$872,952</b>	<b>\$881,452</b>	<b>4.7%</b>	<b>1.0%</b>

ORDINANCE NO. 2020-9-5

**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, 2020, and ending September 30, 2021; and providing an effective date.**

**WHEREAS**, following public notice duly posted and published as required by law, public hearings were held on August 10, 2020, and August 15, 2020 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 2020-21; 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 2020-21 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, 2020 and ending September 30, 2021, 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	5,942,386
B.	Library Facilities Fund	8,700,000
C.	Fire & Public Safety Facilities Fund	13,000,000
D.	Municipal Facilities Fund	6,700,000
E.	Service Center Facilities Fund	2,000,000
F.	Park Improvements Fund	29,016,315
G.	Street Improvements Fund	87,639,896
H.	Public Infrastructure Improvements Fund	1,570,000
I.	Technology Improvements Fund	4,327,607
J.	Municipal Drainage CIP Fund	47,829,400
K.	Park Fee Program	339,205
L.	Capital Maintenance Fund	47,499,614
M.	Water Projects Fund	28,074,355
N.	Sewer Projects Fund	15,988,446

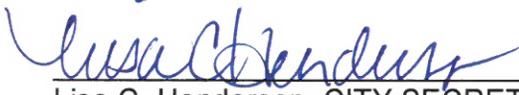
ORDINANCE NO. 2020-9-5

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

**DULY PASSED AND APPROVED** this the 14<sup>th</sup> day of September, 2020.

  
\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

  
for: \_\_\_\_\_  
Paige Mims, CITY ATTORNEY

Exhibit "A" to Ordinance No. 2020-9-5

**COMBINED EXPENDITURE SUMMARY**  
(Includes All Resources)

Project Expenditures	Re-Estimate										Total	
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future					
Fire & Public Safety Facilities	1,227,031	13,000,000	0	0	0	0	0	0	0	0	0	14,227,031
Library Facilities	1,393,321	8,700,000	470,000	4,705,000	0	0	0	0	0	0	0	15,268,321
Police & Court Facilities	7,839,670	0	0	0	0	0	0	0	0	0	0	7,839,670
Existing Municipal Facilities	825,000	6,700,000	2,675,000	10,925,000	1,550,000	0	0	0	0	0	0	22,675,000
Joint Use Facility	7,683	0	0	0	0	0	0	0	0	0	0	7,683
Service Center Facilities	57,000	2,000,000	2,000,000	2,000,000	2,000,000	0	0	0	0	0	0	8,057,000
Park Improvements	34,921,156	29,016,315	35,005,000	26,655,000	24,900,000	32,080,000	5,525,000	0	0	0	0	188,102,471
Recreation Center	8,223,431	5,942,386	5,600,443	18,325,000	0	0	41,800,000	0	0	0	0	79,891,260
Public Infrastructure Improvements	10,074,644	1,570,000	0	0	0	0	0	0	0	0	0	11,644,644
Street Improvements	60,059,296	87,639,896	102,793,093	57,003,000	58,634,000	34,500,000	59,580,000	0	0	0	0	460,209,285
Street Enhancements	100,000	0	1,250,000	750,000	750,000	750,000	750,000	0	0	0	0	4,350,000
<b>Total General Obligation</b>	<b>124,728,232</b>	<b>154,568,597</b>	<b>149,793,536</b>	<b>120,363,000</b>	<b>87,834,000</b>	<b>67,330,000</b>	<b>107,655,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>812,272,365</b>
Public Art	110,135	0	0	0	0	0	0	0	0	0	0	110,135
Technology Improvements	4,337,112	4,327,607	0	0	0	0	0	0	0	0	0	8,664,719
<b>Total Short Term Debt</b>	<b>4,447,247</b>	<b>4,327,607</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8,774,854</b>
Municipal Drainage	6,765,359	47,829,400	4,660,000	3,075,000	2,875,000	1,175,000	10,245,000	0	0	0	0	76,624,759
<b>Total Revenue Bond</b>	<b>6,765,359</b>	<b>47,829,400</b>	<b>4,660,000</b>	<b>3,075,000</b>	<b>2,875,000</b>	<b>1,175,000</b>	<b>10,245,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>76,624,759</b>
Park Fee Program	588,633	339,205	2,518,266	3,826,308	928,424	0	0	0	0	0	0	8,200,836
Neighborhood Services Facilities	1,566,000	0	0	0	0	0	0	0	0	0	0	1,566,000
Capital Maintenance Fund:												
Streets & Drainage Projects	38,562,153	30,000,000	28,031,421	16,817,234	5,336,223	5,336,223	4,520,000	0	0	0	0	128,603,254
Parks & Recreation Projects	8,159,184	7,164,911	5,994,359	4,875,359	4,931,359	4,361,759	4,050,359	0	0	0	0	39,537,290
Municipal Facilities Projects	11,366,517	9,648,703	6,103,030	6,417,000	6,217,400	6,031,500	79,162	0	0	0	0	45,863,312
Utility & Other Projects	357,562	686,000	1,866,000	500,000	500,000	500,000	501,000	0	0	0	0	4,910,562
Capital Maintenance Fund Total	58,445,416	47,499,614	41,994,810	28,609,593	16,984,982	16,229,482	9,150,521	0	0	0	0	218,914,418
<b>Total Other Funds</b>	<b>60,600,049</b>	<b>47,838,819</b>	<b>44,513,076</b>	<b>32,435,901</b>	<b>17,913,406</b>	<b>16,229,482</b>	<b>9,150,521</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>228,681,254</b>
Water	23,860,491	28,074,355	26,685,400	16,880,000	9,720,000	17,300,000	9,560,000	0	0	0	0	132,080,246
Sewer	8,254,170	15,988,446	8,400,000	13,750,000	9,750,000	7,000,000	8,400,000	0	0	0	0	71,542,616
<b>Total Water &amp; Sewer</b>	<b>32,114,661</b>	<b>44,062,801</b>	<b>35,085,400</b>	<b>30,630,000</b>	<b>19,470,000</b>	<b>24,300,000</b>	<b>17,960,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>203,622,862</b>
<b>TOTAL</b>	<b>228,655,548</b>	<b>298,627,224</b>	<b>234,052,012</b>	<b>186,503,901</b>	<b>128,092,406</b>	<b>109,034,482</b>	<b>145,010,521</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,329,976,094</b>

ORDINANCE NO. 2020-9-6

**An Ordinance of the City of Plano, Texas, approving and adopting the Tax Rate for the fiscal year beginning October 1, 2020 and terminating September 30, 2021 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 2020-21, and such Tax Rate would impose an amount of taxes that would exceed the levy for 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 2020-21 that exceeds the lower of the Voter Approval Tax Rate or the No New Revenue Tax Rate calculated without notice of and holding a public hearing on the proposed tax rate; and

**WHEREAS**, the proposed Tax Rate does exceed the No New Revenue Tax Rate by 0.0028 cents or 0.63%; 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 2020-21 should be approved and adopted for Fiscal Year 2020-21.

**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 2020-21 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.

<hr/>	
\$0.4482	Total Tax Rate

**Section II.** The Tax Assessor of the City of Plano is hereby directed to assess for the 2020-21 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. 2020-9-6

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

**DULY PASSED AND APPROVED**, this the 14<sup>th</sup> day of September 2020.

  
\_\_\_\_\_  
Harry LaRosiliere **MAYOR**

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for: Paige Mims, **CITY ATTORNEY**

**ORDINANCE NO. 2020-9-7**

**An Ordinance of the City of Plano, Texas ratifying the property tax revenue in the 2020-21 Budget as a result of the City receiving more revenues from property taxes in the 2020-21 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 2020-21 Budget has an increase in property tax revenues as compared to the previous year; and

**WHEREAS**, as a result of the approval of the 2020-21 Budget, the City Council finds that it must ratify the increased revenue from property taxes.

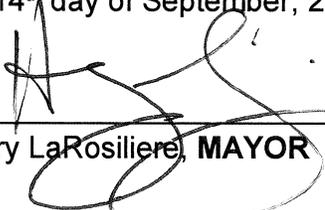
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:**

**Section I.** The increased revenue from property taxes in the 2020-21 City Budget is hereby ratified, with the following declaration:

"THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$6,007,235 OR 2.97%, AND OF THAT AMOUNT \$3,717,634 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 14<sup>th</sup> day of September, 2020.

  
\_\_\_\_\_  
Harry LaRosiliere, **MAYOR**

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, **CITY SECRETARY**

APPROVED AS TO FORM:

  
for: Paige Mims, **CITY ATTORNEY**

RESOLUTION NO. 2020-9-8(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.

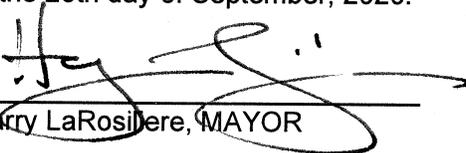
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS:**

**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.

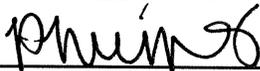
**DULY PASSED AND APPROVED** this the 28th day of September, 2020.

  
\_\_\_\_\_  
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 2020 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 2020-2021 fiscal year, to be assigned to duties described in the 2020-2021 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 Multidisciplinary Threat Assessment Team, 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 2020 and ending the 30th day of September 2021.

Subject to Section VI availability of funds, and Section VII., Termination, this Agreement will automatically renew on October 1<sup>st</sup> 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 \$5,955.00 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. 2020-9-8(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 2020-2021 fiscal year. FISD shall have no liability for payment of any money for services performed after the end of any fiscal year unless and until such funds are budgeted and this Agreement renewed upon the terms and conditions set forth for renewal in Section II hereof. Likewise, all expenditures made by City in fulfilling its obligations hereunder shall be paid only from current revenues legally available to City.

### VII.

#### **TERMINATION**

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

VIII.

**ASSIGNMENT OF AGREEMENT**

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

IX.

**WAIVER**

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

X.

**PLACE OF PERFORMANCE: VENUE**

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

XI.

**NOTICES**

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

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

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

XII.

**SEVERABILITY PROVISIONS**

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

XIII.

**MUTUAL HOLD HARMLESS**

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

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

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

XIV.

**ENTIRE AGREEMENT OF PARTIES**

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

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

Approved as to Form:

City of Plano

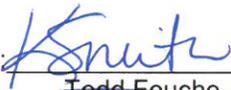
\_\_\_\_\_  
Paige Mims, City Attorney

By: \_\_\_\_\_  
Mark D. Israelson, City Manager

Approved as to Form:

Frisco Independent School District

\_\_\_\_\_

By:  \_\_\_\_\_  
~~Todd Fouche~~ Kimberly Smith, CFO  
~~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 \_\_\_\_\_, 2020 by **Mark D. Israelson, City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

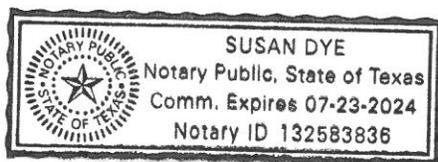
\_\_\_\_\_  
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the 15<sup>th</sup> day of September, 2020 by ~~Todd Fouche, Deputy Superintendent for Business Services~~ of the **FRISCO INDEPENDENT SCHOOL DISTRICT**, on behalf of said organization. Kimberly Smith, Chief Financial Officer

Susan Dye  
\_\_\_\_\_  
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 2020-2021

The following administrative guidelines are adopted for the School Resource Officer program during school year 2020-2021:

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 2020-2021

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.
16. FISD shall furnish and be solely responsible for the cost associated with suitable office space and equipment that includes a telephone, FISD computer. FISD shall provide a direct wired connection to the FISD network for Department issued SRO laptops. All office space and equipment provided by FISD for the SRO shall be sufficient to meet all

Attachment "1" to Interlocal Agreement

Page 3

Administrative Guidelines

School Year 2020-2021

applicable CJIS standards (e.g., a key controlled office accessible only by authorized personnel).

17. FISD will further provide Department personnel unrestricted shared access to FISD's entire security camera system through the Plano Police dispatch center and/or Department vehicles, to the extent such technology is reasonably available for vehicles: (1) with prior FISD consent during large student events (e.g., football games); and, (2) without prior FISD notification or consent in the event of an emergency situation involving an active shooter or disaster, in which the Department has determined immediate action by law enforcement is necessary to protect and/or respond to a threat of imminent harm or injury to any person on FISD property. FISD will provide formal training annually for Department personnel covering access, use and operation of the security camera system.

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.

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Ed Drain  
Chief, Plano Police Department

Date



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~~Todd Fouche~~ Kimberly Smith, CFO  
~~Deputy Superintendent for Business Services~~  
Frisco Independent School District

9/15/2020

Date

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**STANDARD OPERATING PROCEDURES – 403.001  
SUPPORT SERVICES DIVISION  
SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE:** December 15, 1991  
**REVIEW SCHEDULE:** Annual  
**AFFECTS:** SRO Personnel

**REVISION DATE:** December 12, 2018

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**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.<sup>1</sup>

**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.

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

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**STANDARD OPERATING PROCEDURES – 403.001  
SUPPORT SERVICES DIVISION  
SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW SCHEDULE: Annual**  
**AFFECTS: SRO Personnel**

**REVISION DATE: December 12, 2018**

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

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**STANDARD OPERATING PROCEDURES – 403.001  
SUPPORT SERVICES DIVISION  
SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW SCHEDULE: Annual**  
**AFFECTS: SRO Personnel**

**REVISION DATE: December 12, 2018**

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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**

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**STANDARD OPERATING PROCEDURES – 403.001  
SUPPORT SERVICES DIVISION  
SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE:** December 15, 1991  
**REVIEW SCHEDULE:** Annual  
**AFFECTS:** SRO Personnel

**REVISION DATE:** December 12, 2018

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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.

**G. SRO Equipment**

Rifles should remain locked in the SRO Office until deployed or taken off campus.

**1. Deployment**

- a. The SRO shall consider all circumstances including location, distance, and type of threat when away from their rifle during a school incident.

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**STANDARD OPERATING PROCEDURES – 403.001  
SUPPORT SERVICES DIVISION  
SCHOOL RESOURCE OFFICER PROGRAM**

**EFFECTIVE DATE: December 15, 1991**  
**REVIEW SCHEDULE: Annual**  
**AFFECTS: SRO Personnel**

**REVISION DATE: December 12, 2018**

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- b. There shall be no prolonged delay in responding directly to the threat by the SRO to retrieve their rifle.
  - c. Should an SRO deploy a rifle in response to an incident, the SRO shall not announce the deployment on the radio.
2. On Campus Storage
- a. Each SRO will have an office safe that can be accessed by the assigned SRO's fingerprints. Keys will be maintained and stored by the SRO Sergeant.
  - b. SRO rifles and rifle ammunition shall remain in the safe until deployed and/or taken off campus.
3. Off Campus Storage
- a. Should the SRO be off campus for an extended period of time, such as vacation, training, and school breaks, the SRO shall transport the rifle off campus.
  - b. The rifle shall be transported in the rifle carry case.
  - c. Off campus storage shall occur in accordance with Administrative Directive 106.007 - Lost or Damaged City Issued Equipment.

## Attachment "2"

### MEMORANDUM OF UNDERSTANDING Operational Guidelines Plano Police Department – Frisco Independent School District School Year 2020-2021

The following operational guidelines are adopted for school/police operations during school year 2020-2021. 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 2020-2021

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 authorized by law and in accordance with 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 2020-2021

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

Page 4

Operational Guidelines

School Year 2020-2021

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.

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Ed Drain  
Chief, Plano Police Department

Date



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~~Todd Fouche~~ Kimberly Smith, CEO  
~~Deputy Superintendent for Business Services~~  
Frisco Independent School District

9/15/2020

Date

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**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**

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**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

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**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**

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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.

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**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE:** October 15, 1991

**REVISION DATE:** May 30, 2006

**REVIEW DATE:**

**AFFECTS:** All Personnel

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**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.

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**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

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- 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.

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**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

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- 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.

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**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

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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 Plano Police Department – Frisco Independent School District Multidisciplinary Threat Assessment Team School Year 2020-2021**

The Plano Police Department ("Department") and Frisco Independent School District ("FISD") hereby agree to adopt the following operational guidelines for the 2020-2021 school year in compliance with Senate Bill 11 and TEC 37.115.

The Department and FISD agree that controlling school violence is a community responsibility and agree to help address this problem by sharing resources and information with other community agencies.

The Department and FISD agree to establish a Multidisciplinary Threat Assessment Team ("Team") to use research-based best practices, to assess risks and threats involving schools and provide appropriate interventions to any situation that may impact a FISD campus, employee, or student.

The Department and FISD understand their respective legal obligations when addressing students and student issues and these obligations serve as the foundation for defining the role and responsibility of both agencies. Both agencies agree that all obligations stated or implied in this Memorandum of Understanding shall be interpreted to be consistent with local, state, and federal law and within the direction as set forth in the policies and directives of both agencies.

The Department and FISD agree that the Team and Team members will have the following responsibilities:

1. To use research-based best practices to develop a threat assessment process to assess and report on individuals who make threats of violence or exhibit harmful, threatening, or violent behavior;
2. To attend and complete all required Team member training required by law and by Team directives;
3. Make reports to the Texas Education Agency as required by law;
4. Meet regularly to consult on cases that have been submitted for review;
5. Keep the appropriate department personnel advised of the Team's activities, as necessary, and in a manner that accurately reflects the Team's purpose;
6. Report to the Team any situations regarding conflicts of interest between the business of the Team, the member, or with the member's organization;
7. Strictly comply with matters of confidentiality in a manner consistent with the members own agency policies and directives in dealing with confidential material;

## Attachment "3" to Interlocal Agreement

8. To be sensitive to other participating agency issues, such as jurisdiction, chain of command, agency business, and media and public perception.

The parties desire and agree to share information relevant to the Team's purpose under this MOU or in connection with the duties of law enforcement during the term of this MOU. This also includes the sharing of all information relating to any person whom the Team reasonably believes presents a substantial threat to him/herself or another person. Accordingly, the parties expressly agree that:

1. The Department will share any and all information, to the extent permitted by law that is needed to assist the Team in carrying out its purpose under this MOU. The Department shall not be required to share information which, in the sole judgment and discretion of the Chief of Police, may impede an on-going investigation, the apprehension of a suspects, or which, if shared, would itself result in endangering person or property. Any information shared by the Department with the Team shall be treated as confidential except when necessary to release for the following reasons; to other law enforcement entities for a law enforcement purpose, release to a third party as required by law (including, but not limited to, pursuant to requests made pursuant to the Texas Public Information Act), or when authorized in writing by the Chief of Police.
2. FISD will share with the Team all information, to the extent permitted by law, to assist the Team in carrying out its purpose under this MOU, including all relevant information in its possession relevant to the Team's investigation of suspected or known criminal activity. Any information shared by FISD with the Team shall be treated as confidential and, except when necessary to release for the following reasons; to other law enforcement entities for a law enforcement purpose, release to a third party as required by law (including, but not limited to, pursuant to requests made pursuant to the Texas Public Information Act), or when authorized in writing by the Superintendent or authorized designee. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA] 20 USC 1232g, et seq.), is provided to a member of the Team, the Team agrees not to disclose such information to any other party, without prior consent of the parent, or as otherwise required by law.

The term of this MOU shall be for a period of one (1) year, effective upon the date of the last signature and shall be renew annually unless otherwise terminated by one or both parties. Any party may terminate its participation in this MOU for any reason by giving thirty (30) days written notice to the other party.

To the extent allowed by law, FISD does hereby agree to waive all claims against, release and hold harmless the City of Plano, Texas, ("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 MOU.

To the extent allowed by law, the City does hereby agree to waive all claims against, release, and hold harmless FISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by

## Attachment "3" to Interlocal Agreement

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 MOU.

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 expressly agree that nothing in this MOU shall be construed as a waiver by the parties of any rights, privileges, defenses, remedies or immunities available to the parties as governmental entities.

Nothing in this MOU shall be construed as conferring any rights or benefits to any third party who is not a party to this MOU.

Each party represents and covenants that it shall be solely responsible for its respective financial obligations and liability in connection with this MOU. Any expenses incurred by a party hereunder shall constitute operating expenses of such party, payable from funds annually budgeted and appropriated therefore, and that such expenses shall be paid only from current revenues legally available.

The obligation and undertakings of each of the parties to this MOU are and shall be performed in Collin County, Texas. The validity of this MOU and any of its terms and provisions, as well as the right and duties of the parties shall be governed by the laws of the State of Texas.

This MOU embodies the complete understanding of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties and relating to the matters in this MOU.

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

Nothing in this MOU, or any other attachment, shall be construed to affect, alter, or modify the immunity of any party under the Texas Civil Practice and Remedies Code.

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Ed Drain  
Chief, Plano Police Department

Date



~~Todd Fouche~~ Kimberly Smith, CFO  
Deputy Superintendent for Business Services  
Frisco Independent School District

9/15/2020  
Date

RESOLUTION NO. 2020-9-9(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.

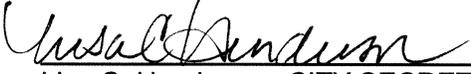
**Section II.** The City Manager, or his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

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

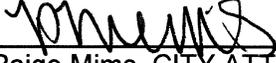
**DULY PASSED AND APPROVED** this the 28th day of September, 2020.

  
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 2020, between the City of Plano, a home-rule municipal corporation, Collin County, Texas (hereinafter called "CITY") and the Plano Independent School District, 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 2020-2021 fiscal year, to be assigned to duties described in the 2020-2021 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 2020, and ending the 30th day of September 2021.

Subject to Section VI., Availability of Funds, and Section VII., Termination, this Agreement will automatically renew on October 1<sup>st</sup> 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 \$145,124.00 per month for twelve (12) months for services rendered. Payment for service shall be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or 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. 2020-9-9(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 2020-2021 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.

XV.

**CONFIDENTIALITY**

Any medical or personal information learned by CITY about any person who is a student, or any family member of a student, may be privileged information subject to all State and Federal laws which protect the rights of students, including but not limited to the Family Education Rights and Privacy Act ("FERPA") and the Individuals with Disabilities Education Act ("IDEA"). CITY agrees that confidential and privileged information learned by it about any student, or about incidents or events involving the PISD, will not be divulged or discussed with any person other than authorized personnel, or unless otherwise authorized or obligated by State and Federal Laws, and that it will comply with any provisions regarding redisclosure of the records as required therein.

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

*Chad Timmons*  
\_\_\_\_\_  
Attorney for PISD

By: *Sara M. Bonser*  
\_\_\_\_\_  
Sara Bonser  
Superintendent of Schools

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Mark D. Israelson, **City Manager of the CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

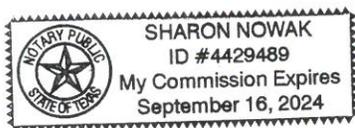
\_\_\_\_\_  
Notary Public in and for the State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF COLLIN

This instrument was acknowledged before me on the 15 day of September, 2020 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 2020-2021

The following administrative guidelines are adopted for the School Resource Officer program during school year 2020-2021:

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. Duty hours for SROs will ordinarily be: 8:00am to 4:00pm for SROs assigned to middle schools; 8:30am to 4:30pm for SROs assigned to high schools and senior high schools; and 8:45am to 4:45pm for SROs assigned to the Academy High School. Duty hours may be adjusted on a temporary basis where the campus principal and SRO Supervisor agree such adjustment is needed to better meet the objectives of the SRO program.
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. Whenever there is more than one applicant for an SRO vacancy, the Department's selection process will include a review or selection board, with a PISD principal and a representative from PISD Safety and Security Services, if available, included as non-voting members of the board or panel.
5. SROs at middle schools, the Academy High School, 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. Firearms will not be stored in PISD-owned vehicle unless properly secured and will be removed at the conclusion of the SROs duty day.
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.

# Attachment "1" to Interlocal Agreement

## Page 2

### Administrative Guidelines

### School Year 2020-2021

8. Payment for SRO activities which exceed the normal forty-hour work week will be handled as follows.
  - a. In addition to PISD's monthly payment for services, SROs attending school extracurricular activities at the request of principals or other PISD staff will be compensated at the Department overtime rate by PISD. Examples include but are not limited to attendance at athletic events and open house.
  - b. Police-related duties, such as late calls, late reports, or late arrests, will be compensated by the Department.
  - c. Attendance at other events when such attendance has not been requested by PISD staff pursuant to 8(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 each school year, the principal of each school having a resource officer assigned will complete a comment or review form provided by the Department and be asked to attend a meeting with the appropriate SRO Supervisor to discuss the effectiveness of the campus SRO over the course of the school year. (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.
15. Once per semester, the SROs, SRO Supervisor, and PISD security staff will meet in one or more groups to discuss safety and security concerns, trends, and issues affecting campuses and students. To minimize the SROs time away from their assigned campuses, virtual or video conference meetings (Zoom, etc.) may be used.
16. Each campus principal will be provided a copy of the monthly activity report for the SRO assigned to the campus for each month that regular or summer school is in session.
17. PISD shall furnish and be solely responsible for the cost associated with suitable office space and equipment that includes a telephone and PISD computer. PISD shall provide a direct wired connection or comparable wireless connection to the PISD network for Department issued SRO laptops. All office space and equipment provided by PISD for the SRO shall be sufficient to meet all applicable CJIS standards (e.g., a key controlled office accessible only by authorized personnel). PISD shall facilitate the installation in the SRO office of a CITY-provided firearms safe. Firearms stored in the SRO office will be secured in the safe and will not be left in the SRO office over weekends or school breaks.
18. PISD designates SROs as "school officials" for purposes of access to student information governed by the Family Educational Rights and Privacy Act (FERPA) 20 USC 1232g. Student education records and personally identifiable information under the maintenance and control of PISD may be accessed by school officials only for a legitimate educational purpose. The legitimate educational purpose for which an SRO may access or use educational records is to promote school safety and the physical security of students. An SRO shall not access education records or personally identifiable information of students for any other purpose except in compliance with FERPA.
19. Except when prohibited by state or federal law or limitations in available technology, PISD may provide authorized Department personnel access to PISD's security camera system through the Plano Police dispatch center and/or Department vehicles, to the extent such technology is reasonably available for vehicles: (1) with prior PISD consent during large events (e.g., football games); and, (2) without prior PISD notification in the event of an emergency situation involving an active shooter or disaster, in which a Department supervisor of the rank of Sergeant or above has determined immediate action by law enforcement is necessary to protect and/or respond to a threat of imminent harm or injury to any person on PISD property. In their role as a school official, SROs may access the PISD security camera system for a legitimate educational purpose. Other Department personnel will only access PISD's security camera system for official purposes as described in this Paragraph 19. PISD will provide training, ordinarily in a train-the-trainer format, annually or on an as-needed basis for designated Department personnel covering access, use and operation of the security camera system. Training will be scheduled at a mutually convenient time and location.

Attachment "1" to Interlocal Agreement

Page 4

Administrative Guidelines

School Year 2020-2021

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 or PISD's obligations under state or federal law.

The officer's actions and options are governed by the laws of the State of Texas and Plano Police Department policy.

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Ed Drain  
Chief, Plano Police Department

Date

*Sara M. Bonser*

9.15.2020

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Sara Bonser  
Superintendent of Schools  
Plano Independent School District

Date

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**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**

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**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.<sup>1</sup>

**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.

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

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**STANDARD OPERATING PROCEDURES – 403.001**  
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- (2) This environment will provide the child with an opportunity to communicate their feelings to the SRO.
  - (3) These conversations solely or in conjunction with any of the warning signs are justification to make referrals to appropriate school district personnel.
2. Secondary
- a. Be on campus during school hours.
    - (1) All leave and training must be approved by a supervisor. School administrators will be notified by the SRO when the SRO is away from campus during school hours.
    - (2) SROs will maintain a high state of visibility on school campuses. Before an SRO leaves the school campus he/she should receive approval from the SRO Sergeant.
    - (3) Training requests during the school year are subject to approval from the chain of command and require coordination with campus administration.
  - b. Listen to the hand held portable radio for calls for service that pertain to or may affect the assigned SRO's school campus.
  - c. SROs are responsible for criminal offenses that occur on school property and will not enforce school rules. Any actions taken by SROs regarding custody situations must be done within their statutory authority.
  - d. Assist the Criminal Investigative Services Division ("CISD") with cases involving students by providing personal information on suspects from school records (as allowed by law), interviewing, and acquiring other requested information.
  - e. Identify drug abusers and obtain a drug assessment from the school district's drug counselor.
  - f. Be the campus advisor for the Crime Stoppers Program.
  - g. Notify SRO Sergeant and principal(s) when an arrest is made on campus.
  - h. When possible, divert juveniles from the criminal justice system to other social service agencies.
  - i. Coordinate joint Department/school activities.
  - j. Be a positive role model to students and maintain good relations with the school community. Interact with students on a positive basis during daily contacts when possible.
  - k. Provide periodic teaching services in the area of narcotics, safety instruction, social science, public relations, athletics, and occupational training.
  - l. Lecture classes on topics such as law, government, criminal justice, drug abuse, home security, and driver's education.
  - m. Resolve specific problems or misunderstandings concerning the criminal justice system.
  - n. Counsel students and parents concerning the affected student's behavior at school and/or problems with the law.
  - o. Counsel neighbors adjacent to the schools about students causing criminal mischief and other criminal activities.

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**STANDARD OPERATING PROCEDURES – 403.001  
SSD/SRO  
SCHOOL RESOURCE OFFICER PROGRAM**

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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**

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**STANDARD OPERATING PROCEDURES – 403.001  
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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 – Plano Independent School District School Year 2020-2021

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 2020-2021. 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 2020-2021

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 authorized by law and in accordance with 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

## Attachment "2" to Interlocal Agreement

Page 3

Operational Guidelines

School Year 2020-2021

authorizes a different course of action. 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 and/or contracted canine detection teams. 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. SROs assigned to middle schools and the Academy High School who serve elementary feeder schools may respond to calls at these campuses.

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.

14. Incident – Completing forms and paperwork associated with filing Class C misdemeanors classified as “School Offenses” requiring referral to Municipal Court.

Guidelines – In circumstances where officers refer Class C misdemeanor “School Offenses” to the Plano Municipal Court, it is the responding or investigating officer’s responsibility to complete any complaints or affidavits required. It is the responsibility of school administrators to complete the “Statement of School Official” form and a Department witness statement, if the administrator is a witness to the offense.

- 15. Incident – A parent, student or PISD staff member reports social media posts or electronic communications involving a serious threat towards a campus, or which reasonably raise concerns for the safety of a campus (e.g. photos posing with firearms, threatens or infers the individual will bring or use weapons at school the next day, etc.).

Guidelines - The incident will be immediately reported to an SRO during school hours, or the Department if after school hours. Campus administrators will assist the SRO or other officers in attempting to identify and locate the person(s) who are the origin of the threat, the source of the posts or communications, or witnesses. The investigation should not be limited to determining whether the elements of a criminal offense are present, but should also consider whether a threat to the campus or others may exist, and whether action needs to be taken by the school or the Department to mitigate a threat or a fearful reaction by parents, students or others. Depending upon the information developed and the seriousness of the conduct involved, it may be appropriate for officers to interview students or parents at their homes (or elsewhere) at any time of day to determine a student’s intent and/or access to firearms or other weapons. Where the incident suggests an identifiable student has threatened to bring a firearm to school, the investigating officers or a Department supervisor may determine that the investigation should include a search at the student’s residence or other location, if lawful to do so. The decision to conduct a search or the manner in which the investigation is conducted will be at the discretion of the senior officer involved in the response or investigation. Because widespread social media posts suggesting a threat to a campus often cause significant disruption to the affected campus, officers will, when possible, attempt to complete the investigation prior to the next school day so that appropriate information about the credibility of a threat can be provided to PISD and/or parents and students.

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

Ed Drain  
Chief, Plano Police Department

Date

*Sara M. Bonser*

*9.15.2020*

Sara Bonser  
Superintendent of Schools  
Plano Independent School District

Date

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**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**

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**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

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**ADMINISTRATIVE DIRECTIVE – 112.029  
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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.

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**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

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**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.

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**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

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

**REVISION DATE: May 30, 2006**

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- 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.

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**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

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- 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.

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**ADMINISTRATIVE DIRECTIVE – 112.002  
BOMB THREATS**

**EFFECTIVE DATE: October 15, 1991**

**REVISION DATE: May 30, 2006**

**REVIEW DATE:**

**AFFECTS: All Personnel**

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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 2020-2021**

**Purpose Statement:** Crime Stoppers is a program authorized by state law, and is operated by the North Texas Crime Commission ("NTCC"), 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 2020-2021.

1. As permitted by PISD Policies, School Resource Officers (SROs) may be allotted 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. Students requesting to leave a Campus Crime Stoppers tip regarding criminal activity while at school should be given instructions to use P3 Campus by a trained staff member or the SRO. The P3 Campus tipline is separate and distinct from the PISD School Messenger Anonymous Tipline ("PISD Tipline"). It is the responsibility of the campus SRO or Crime Stoppers coordinator to monitor the P3 Campus tipline and to inform the campus administrator of any non-law enforcement related tips that are more appropriately handled by the campus. It is the responsibility of the campus administrator to monitor the PISD Tipline and to inform the SRO of any tips received that require law enforcement intervention or attention.
3. 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.
4. The NTCC will immediately be notified of any legal action referencing Crime Stoppers.
5. Unsolved Crime Stopper cases will be announced using the schools existing daily announcement procedures.

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Ed Drain  
Chief, Plano Police Department

Date

*Sara M. Bonser*

*9.15.2020*

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Sara Bonser  
Superintendent of Schools  
Plano Independent School District

Date

## RESOLUTION NO. 2020-9-10(R)

**A Resolution of the City of Plano, Texas, approving the appointment of the Health Authority for the City of Plano, Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, in accordance with Section 121.033 of the Texas Health and Safety Code; approving the Agreement between the City of Plano and Questcare Medical Services, PLLC for Professional Services; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, state law requires a director of a local health department who is not a physician to appoint a physician as the Health Authority in the local health department's jurisdiction, subject to the approval of the City Council; and

**WHEREAS**, the director of the City of Plano Health Department has appointed Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, to serve as the Health Authority for the City of Plano; and

**WHEREAS**, Dr. Mark A. Gamber, D.O. meets the requirements of Section 121.022, Health and Safety Code, to serve as the Health Authority for the City; and

**WHEREAS**, the City Council has been presented a proposed Agreement between the City of Plano and Questcare Medical Services, PLLC for Professional Services, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

**WHEREAS**, the City Council is of the opinion that it is appropriate and in the best interest of the public to approve the appointment of Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, as the City of Plano Health Authority, and that the City Manager or his designee shall be authorized to execute the Agreement on behalf of the City of Plano.

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

**Section I.** The City Council of the City of Plano hereby approves the appointment of Dr. Mark A. Gamber, D.O., through Questcare Medical Services, PLLC, as the Health Authority for the City of Plano pursuant to Section 121.033 of the Health and Safety Code.

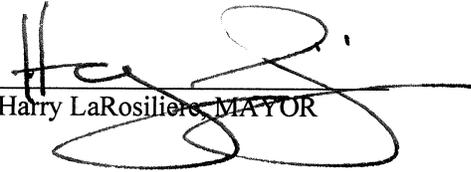
**Section II.** This appointment shall be for a term of two years pursuant to Section 121.023 of the Health and Safety Code.

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

RESOLUTION NO. 2020-9-10(R)

**DULY PASSED AND APPROVED** this the 28<sup>th</sup> of September, 2020.

  
Harry LaRosiliere, MAYOR

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

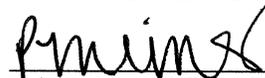
  
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

Exhibit "A" to Resolution No. 2020-9-10(R)

**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF PLANO, TEXAS AND  
QUESTCARE MEDICAL SERVICES, PLLC  
2020-0516-X**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter referred to as "City", and the **QUESTCARE MEDICAL SERVICES, PLLC**, a Texas professional limited liability company, whose address is 7032 Collections Center Drive, Chicago, Illinois 60693, hereinafter referred to as "Professional".

**WITNESSETH:**

**WHEREAS**, pursuant to section 121.033 of the Texas Health and Safety Code the City may appoint a physician as the Health Authority for the City; and

**WHEREAS**, City has appointed Dr. Mark A. Gamber, D.O. through the Professional as its Health Authority and desires to engage the services of the Professional, hereinafter referred to as the "Project"; and

**WHEREAS**, Dr. Mark A. Gamber, D.O. through the Professional meets the requirements of Section 121.022 of the Texas Health and Safety Code and is willing to render professional services for the City upon the terms and conditions provided in this Agreement;

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

**I. ENGAGEMENT**

The City hereby agrees to retain Professional to provide a licensed physician to perform professional services in connection with Project, and Professional agrees to perform such services in accordance with the terms and conditions of this Agreement.

**II. SCOPE OF SERVICES**

During the term of this Agreement, Professional shall provide, through Dr. Mark A. Gamber, D.O., those services as set forth in the Texas Health and Safety Code, Chapter 121, "Local Public Health Reorganization Act", to the City as may be required and/or as requested by City. Such services shall include, but are not limited to, establishing, maintaining and enforcing quarantine orders, and advising and assisting with infectious disease control, suppression and prevention services, and general sanitation. It is understood by and agreed upon by the Parties that Dr. Mark A. Gamber, D.O. shall be the licensed physician assigned to perform all the duties and services of the Professional under the terms of this Agreement.

Exhibit "A" to Resolution No. 2020-9-10(R)

**III. TERM OF AGREEMENT**

The initial term of this Agreement shall be a period of two (2) years commencing on October 9, 2020 and ending on October 8, 2022. This Agreement may be terminated by City as provided herein.

**IV. COMPENSATION**

A. Compensation:

Professional shall be paid the fee of **FIVE HUNDRED AND NO/100 DOLLARS (\$500.00)** per month in connection with the Project. In the alternative, if there are significant events impacting public and/or environmental health in Collin County and/or the City of Plano, compensation may be temporarily adjusted to a fee of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** per month at the discretion of the Director of Environmental Health & Sustainability. In consideration for the services to be rendered under this Agreement, including all expenses, Professional shall be paid a fee not to exceed the sum of **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)** per year, for a total not-to-exceed amount under this Agreement of **TWENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$24,000.00)**. Professional may invoice City on a monthly basis. Such invoices shall be itemized to show services performed, expenses and corresponding charges. Professional shall keep accurate records of its services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days' notice thereof. These records shall be kept by professional for three (3) years following the expiration of this Agreement.

B. Fiscal Funding:

Professional recognizes that this Agreement shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Professional and City recognize that the continuation of any Agreement after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

C. Maximum Compensation upon Termination:

In the event of termination by City with or without cause and subject to the terms listed in Paragraph A herein, the Professional shall be compensated only for actual expenses and fees incurred by Professional in providing those services acceptable to City which are within the scope of work under this Agreement to date of notice of termination. Expenses do not include overhead such as utilities, rent, insurance and shall not exceed the total amount due under this Agreement.

Exhibit "A" to Resolution No. 2020-9-10(R)

**V. INSURANCE**

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

**VI. INDEMNIFICATION**

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

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

Exhibit "A" to Resolution No. 2020-9-10(R)

**VII. COMPLIANCE WITH APPLICABLE LAWS**

Professional shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Professional or the work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY PROFESSIONAL, ITS AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Professional observes that the work is at variance therewith, Professional shall promptly notify City in writing.

**VIII. INDEPENDENT CONTRACTOR**

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

**IX. ASSIGNMENT**

Professional agrees to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. Professional further agrees that subcontracting any portion or feature of the work, or materials required in the performance of this Agreement, shall not relieve Professional from its full obligations to City as provided by this Agreement. Failure to obtain City's written consent prior to assignment of this Agreement as set forth herein, may result in termination of this Agreement at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement. If the City elects to terminate this Agreement, the Professional shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.

**X. AUDITS AND RECORDS**

To the extent permitted by law and applicable confidentiality provisions, Professional agrees that at any time during normal business hours and as often as City may deem necessary, Professional shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all agreements, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of three (3) years from the date of

## Exhibit "A" to Resolution No. 2020-9-10(R)

City's acceptance of the final Project, or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

### **XI. NO PROHIBITED INTEREST AND EQUAL RIGHTS COMPLIANCE**

Professional acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Agreement voidable.

#### **A. No Prohibited Interest**

By entering into this Agreement, Professional confirms that it has made a reasonable inquiry and, to the best of Professional's knowledge, no person or officer of its company is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

Professional is aware that Section 11.02 of the City Charter states:

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

#### **B. Equal Rights Compliance**

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

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

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

Exhibit "A" to Resolution No. 2020-9-10(R)

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

2. Professional is aware that its company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies. Further, Professional understands that if Section 2-11(F) applies, Professional is entitled to apply to the City Manager for a waiver based on a conflict with state or federal law. The Agreement will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, Professional affirms that its company, its directors, officers and employees agree to comply with Section 2-11(F); or Professional's

## Exhibit "A" to Resolution No. 2020-9-10(R)

company is excluded from this Ordinance based on an exclusion identified in the City Code of Ordinances.

### **XII. WORK FORCE**

The Professional shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement.

The Professional, its employees, subcontractors, and subcontractor's employees may not while in the course and scope of delivering goods or services under a City of Plano agreement on the City's property:

- a. use or possess a firearm, including a handgun that is licensed under state law, except as required by the terms of the agreement; who hold a license to carry a handgun or who otherwise lawfully possess a firearm and ammunition may keep such items in their locked personal vehicle while parked on City Property; or
- b. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

If the City or the City's representative notifies the Professional that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Professional shall immediately remove such worker from Agreement services, and must not employ such worker again on Agreement services without the City's prior written consent.

### **XIII. AGREEMENT TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to Professional with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the City. If the City elects to terminate this Agreement, the Professional shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term. Professional shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

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

Exhibit "A" to Resolution No. 2020-9-10(R)

**XIV. OWNERSHIP OF DOCUMENTS**

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

**XV. TRADE SECRETS**

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

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

**XVI. SURVIVAL**

Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in full force and effect after any termination or expiration of this Agreement including, but not limited to, the following provisions: Compliance with Applicable Laws, Indemnification, Venue/Governing Law, and Survival, and any remedies for the breach thereof.

**XVII. COMPLETE AGREEMENT**

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

Exhibit "A" to Resolution No. 2020-9-10(R)

**XVIII. MAILING OF NOTICES**

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

City of Plano, Texas  
Environmental Health and Sustainability Department  
Attn: Rachel Patterson  
P.O. Box 860358  
Plano, TX 75086-0358

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

Questcare Medical Services, PLLC  
1 A Burton Hills Boulevard  
Nashville, TN 37215

With copy to:

Envision Physician Services, LLC  
7700 W. Sunrise Blvd., Mailstop PL-6  
Plantation, FL 33322  
Attn: Legal Department

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

**XIX. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES**

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**XX. MISCELLANEOUS**

A. Paragraph Headings:

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

Exhibit "A" to Resolution No. 2020-9-10(R)

B. Agreement Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**SIGNED** on the date indicated below.

**QUESTCARE MEDICAL SERVICES, PLLC**

Date: 9/22/2020

By:   
Matthew Bush, M.D.  
ATTORNEY-IN-FACT

Exhibit "A" to Resolution No. 2020-9-10(R)

**CITY OF PLANO, TEXAS**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Mark D. Israelson  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

## Exhibit "A" to Resolution No. 2020-9-10(R)

### CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

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

Listed on the following pages are the types and amounts of insurance required.

#### General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.
5. Where indicated as required, "The City of Plano, the City Council and its members, the City's agents, officers, directors, and employees shall be included as an additional insured under all insurance coverage required." (This statement must be in the Description of Operations/Locations/Vehicles Section of the ACORD 25 Form).
6. Endorsements for certain coverages may be required, see the following pages for coverages requiring endorsements.

#### Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

**The COI shall contain the following information and accompany required endorsements as identified (see #3, #5 and #6):**

- List each insurer's NAIC Number or FEIN
- State the following in the Certificate Holder Section:

The City of Plano  
Risk Management Division  
1520 K Avenue, Suite 117  
Plano, Texas, 75074

## Exhibit "A" to Resolution No. 2020-9-10(R)

Coverage Requirement	Details	Importance
<b>Auto</b>		
Limit per Accident or Combined Single Limit	1,000,000	Major
Coverage to include "Owned, Non-Owned, and Hired" automobiles.		Major
Additional Insured - CA 2048		Major
AM Best Rating	A - (Excellent)	Major
30 Day NOC		Major
Primary & Non-Contributory		Major
Additional Insured		Major
Waiver of Subrogation		Major
Self-Insured Retention Declared & Approved		Major
"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
Project number and name/description must be included.		Major
<b>General Liability</b>		
Limit per Occurrence	1,000,000	Major
Aggregate Limit	2,000,000	Major
Personal & Advertising Injury Limit	1,000,000	Major
Products & Completed Operations Limit	2,000,000	Major
AM Best Rating	A (Excellent)	Major
30 Day NOC		Major
Primary & Non-Contributory		Major
Additional Insured		Major
Waiver of Subrogation		Major
Self-Insured Retention Declared & Approved		Major
"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
Project number and name/description must be included.		Major
<b>Professional Liability</b>		
Limit per Year	2,000,000	Major
Retro Date is Known for Claims Made Policies		Major
AM Best Rating	A (Excellent)	Major
30 Day NOC		Major
Primary & Non-Contributory		Major
Self-Insured Retention Declared & Approved		Major
"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
Project number and name/description must be included.		Major
<b>Umbrella</b>		
Limit per Occurrence	3,000,000	Major
Additional Insured		Major
Waiver of Subrogation		Major
AM Best Rating	A - (Excellent)	Major
30 Day NOC		Major

## Exhibit "A" to Resolution No. 2020-9-10(R)

Coverage	Requirement	Details	Importance
	Self-Insured Retention Declared & Approved		Major
	Primary & Non-Contributory		Major
	"The City, City Council & its members, City's agents, officers, directors & employees" shall be included as additional insured.		Major
	Project number and name/description must be included.		Major
<b>Workers Compensation</b>	Employers Liability Limit	<b>1,000,000</b>	Major
	Self-Insured Retention Declared & Approved		Major
	Limit Meets WC Statutory Minimum		Major
	Additional Insured		Major
	Waiver of Subrogation		Major
	Primary & Non-Contributory		Major
	Project number and name/description must be included.		Major
	AM Best Rating	<b>A (Excellent)</b>	Major
	30 Day NOC		Major

ORDINANCE NO. 2020-9-11

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2020-2-1; establishing the number of certain classifications within the Fire Department for fiscal year 2020-21; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Fire Department effective September 28, 2020; and providing a repealer clause, a severability clause and an effective date.**

**WHEREAS**, on February 10, 2020 by Ordinance No. 2020-2-1, 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 28, 2020 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. 2020-2-1 duly passed and approved by the City Council of the City of Plano, Texas on February 10, 2020 is repealed in its entirety effective September 28, 2020.

**Section II.** The number of positions in the City of Plano Fire Department effective September 28, 2020 and the classification and salary plan of the City of Plano Fire Department for City of Plano fiscal year 2020-21, 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. 2020-9-11

**Section VI.** Upon passage, this Ordinance shall become effective September 28, 2020.

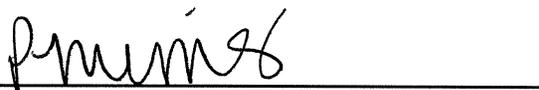
**DULY PASSED AND APPROVED**, this, the 28th day of September 2020.

  
\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



**CITY OF PLANO**  
**2020 - 2021 CIVIL SERVICE COMPENSATION PLAN**  
 Effective 9/28/2020  
**FIRE**

RANGE	POSITION	Effective Date - # Positions	STEP:	BASE 1	6 MOS. 2	12 MOS. 3	24 MOS. 4
001	Firefighter	10/1/2020 - 223	Annual:	\$71,162		\$76,180	\$85,599
			Monthly:	\$5,930		\$6,348	\$7,133
			Shift Hourly:	\$24,4375		\$26,1608	\$29,3951
			40-hour Hourly:	\$34,2125		\$36,6251	\$41,1531
002	Fire Engineer	10/1/2020 - 64	Annual:	\$94,386			
			Monthly:	\$7,866			
			Shift Hourly:	\$32,4128			
			40-hour Hourly:	\$45,3779			
003	Lieutenant	10/1/2020 - 33	Annual:	\$105,862			
			Monthly:	\$8,822			
			Shift Hourly:	\$36,3537			
			40-hour Hourly:	\$50,8952			
004	Captain	10/1/2020 - 51	Annual:	\$117,732			
			Monthly:	\$9,811			
			Shift Hourly:	\$40,4298			
			40-hour Hourly:	\$56,6017			
005	Battalion Chief	10/1/2020 - 7	Annual:	\$134,048			
			Monthly:	\$11,171			
			Shift Hourly:	\$46,0331			
			40-hour Hourly:	\$64,4463			
006	Deputy Fire Chief	10/1/2020 - 7	Annual:	\$146,375			
			Monthly:	\$12,198			
			Shift Hourly:	\$50,2662			
			40-hour Hourly:	\$70,3727			
007	Appointed Assistant Fire Chief	10/1/2020 - 2	Annual:	\$159,351			
			Monthly:	\$13,279			
			40-hour Hourly:	\$76,6112			

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 40 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 do not represent 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.

**An Ordinance of the City of Plano, Texas repealing Ordinance No. 2019-9-14; establishing the number of certain classifications within the Police Department for fiscal year 2020-21; establishing the authorized number and effective dates of such positions for each classification; establishing a salary plan for the Police Department effective September 28, 2020; and providing a repealer clause, a severability clause and an effective date.**

**WHEREAS**, on September 23, 2019 by Ordinance No. 2019-9-14, 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 28, 2020, 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. 2019-9-14 duly passed and approved by the City Council of the City of Plano, Texas on September 23, 2019 is repealed in its entirety effective September 28, 2020.

**Section II.** The number of positions in the City of Plano Police Department effective September 28, 2020 and the classification and salary plan of the City of Plano Police Department for City of Plano fiscal year 2020-21, 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.

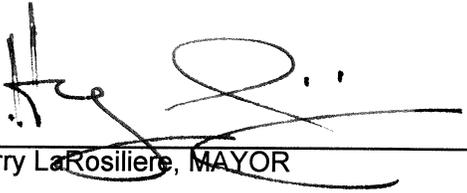
**Section IV.** All provisions of the Ordinances of the City of Plano, codified and uncodified, in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Plano, codified and uncodified, not in conflict with the provisions of this 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. 2020-9-12

**Section VI.** Upon passage, this Ordinance shall become effective September 28, 2020.

**DULY PASSED AND APPROVED**, this, the 28th day of September, 2020.

  
\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY



**CITY OF PLANO**  
**2020 - 2021 CIVIL SERVICE COMPENSATION PLAN**  
 Effective 9/28/2020  
**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	10/1/2020 - 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	10/1/2020 - 40	Annual: \$101,940		\$106,916									
			Monthly: \$8,495		\$8,910									
			Hourly: \$49.0094		\$51.4019									
003	Lieutenant	10/1/2020 - 16	Annual: \$113,801		\$121,829									
			Monthly: \$9,483		\$10,152									
			Hourly: \$54.7122		\$58.5715									
004	Deputy Police Chief	10/1/2020 - 4	Annual: \$131,655		\$139,547									
			Monthly: \$10,971		\$11,629									
			Hourly: \$63.2959		\$67.0897									
005	Assistant Police Chief	10/1/2020 - 2	Annual: \$153,006		\$163,015									
			Monthly: \$12,750		\$13,585									
			Hourly: \$73.5604		\$78.3725									
01A	Recruit		Annual: \$67,157											
			Monthly: \$5,596											
			Hourly: \$32.2868											

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. 2020-9-13

**An Ordinance of the City of Plano, Texas adopting and enacting Supplement Number 133 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 133 and

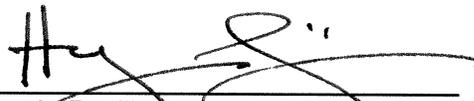
**WHEREAS**, the City Council wishes to adopt the ordinance codification version appearing in Supplement Number 133 of the Plano Code of Ordinances in order for the printed Code form to be considered identical to the original ordinance and to eliminate any confusion or differences in the format of the 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 133 as prepared by the codifier.

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

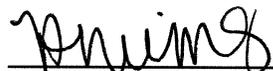
**DULY PASSED AND APPROVED** this the 28th day of September, 2020.

  
\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

ORDINANCE NO. 2020-9-14

**ZONING CASE 2020-022**

**An Ordinance of the City of Plano, Texas, amending the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, amending Specific Use Permit No. 370 for Day Care Center to add Private School on 2.8 acres of land out of the Grizzel Kennedy Survey, Abstract No. 499, located on the east side of Coit Road, 730 feet north of Hedgcoxe Road, in the City of Plano, Collin County, Texas, presently zoned Retail with Specific Use Permit No. 370 for Day Care Center; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 28th day of September 2020, for the purpose of considering amending Specific Use Permit No. 370 for Day Care Center to add Private School on 2.8 acres of land out of the Grizzel Kennedy Survey, Abstract No. 499, located on the east side of Coit Road, 730 feet north of Hedgcoxe Road, in the City of Plano, Collin County, Texas, presently zoned Retail with Specific Use Permit No. 370 for Day Care Center; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of September 2020; and

**WHEREAS**, the City Council is of the opinion and finds that the amending of Specific Use Permit No. 370 for Day Care Center to add Private School on 2.8 acres of land out of the Grizzel Kennedy Survey, Abstract No. 499, located on the east side of Coit Road, 730 feet north of Hedgcoxe Road, in the City of Plano, Collin County, Texas, presently zoned Retail with Specific Use Permit No. 370 for Day Care Center, would not be detrimental or injurious to the public health, safety and general welfare, or otherwise offensive to the neighborhood; and

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

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

## ORDINANCE NO. 2020-9-14

**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 Specific Use Permit No. 370 for Day Care Center to add Private School on 2.8 acres of land out of the Grizzel Kennedy Survey, Abstract No. 499, located on the east side of Coit Road, 730 feet north of Hedgcoxe Road, in the City of Plano, Collin County, Texas, presently zoned Retail with Specific Use Permit No. 370 for Day Care Center, said property being more fully described on the legal description in Exhibit A attached hereto.

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

1. Maximum number of children for the private school and day care center combined: 515
2. Maximum number of students for the private school: 49
3. Private school students must be under 14 years of age on September 1st of the school year.

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

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

**Section V.** The repeal of any ordinance or part of ordinances 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 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 this Ordinance.

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

ORDINANCE NO. 2020-9-14

PASSED AND APPROVED THIS THE 28TH DAY OF SEPTEMBER 2020.



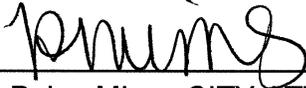
Harry LaRosiere, MAYOR

ATTEST:



Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:



Paige Mims, CITY ATTORNEY

**ZONING CASE 2020-022**

Being, a 2.82 acre tract of land out of the Grizzel Kennedy Survey, Abstract Number 499, situated in the City of Plano, Collin County, Texas, being all of Lot 2R, Block 1 of Hedgcoxe – Coit Center, a subdivision of record in Volume N, Page 721 of the Plat Records of Collin County, Texas, Said Lot 2R having been conveyed to Pebblecreek Real Estate II, Inc. by deed of record in Document No. 20170711000905620 of the Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod with yellow plastic cap stamped "ROOME" found in the East right-of-way line of Coit Road (130 foot wide right-of-way), Being the Northwest corner of Lot 3, Block 1 of Hedgcoxe – Coit Center, a subdivision of record in Volume K, Page 911 of said Plat Records, also Being the most Westerly Southwest corner of said Lot 2R;

Thence, N00°40'04"W, along the East right-of-way line of Coit Road and the common West line of said Lot 2R, a distance of 24.00 feet to a 100D nail found at the Southwest corner of Lot 1R of said Hedgcoxe – Coit Center of record in Volume K, Page 911, also Being the most Westerly Northwest corner of said Lot 2R;

Thence, leaving the East right-of-way line of Coit Road, along the common line of said Lot 1R and said Lot 2R, the following two courses and distances:

N89°49'27"E, a distance of 151.00 feet to an X-cut found at the Southeast corner of said Lot 1R; N00°40'04"W, a distance of 186.00 feet to a 1/2 inch iron rod found in the South line of a 15 foot wide Alley in Block C of Highland Ridge VII, a subdivision of record in Volume J, Page 820 of said Plat Records, Being the Northeast corner of said Lot 1R, also Being the most Northerly Northwest corner of said Lot 2R;

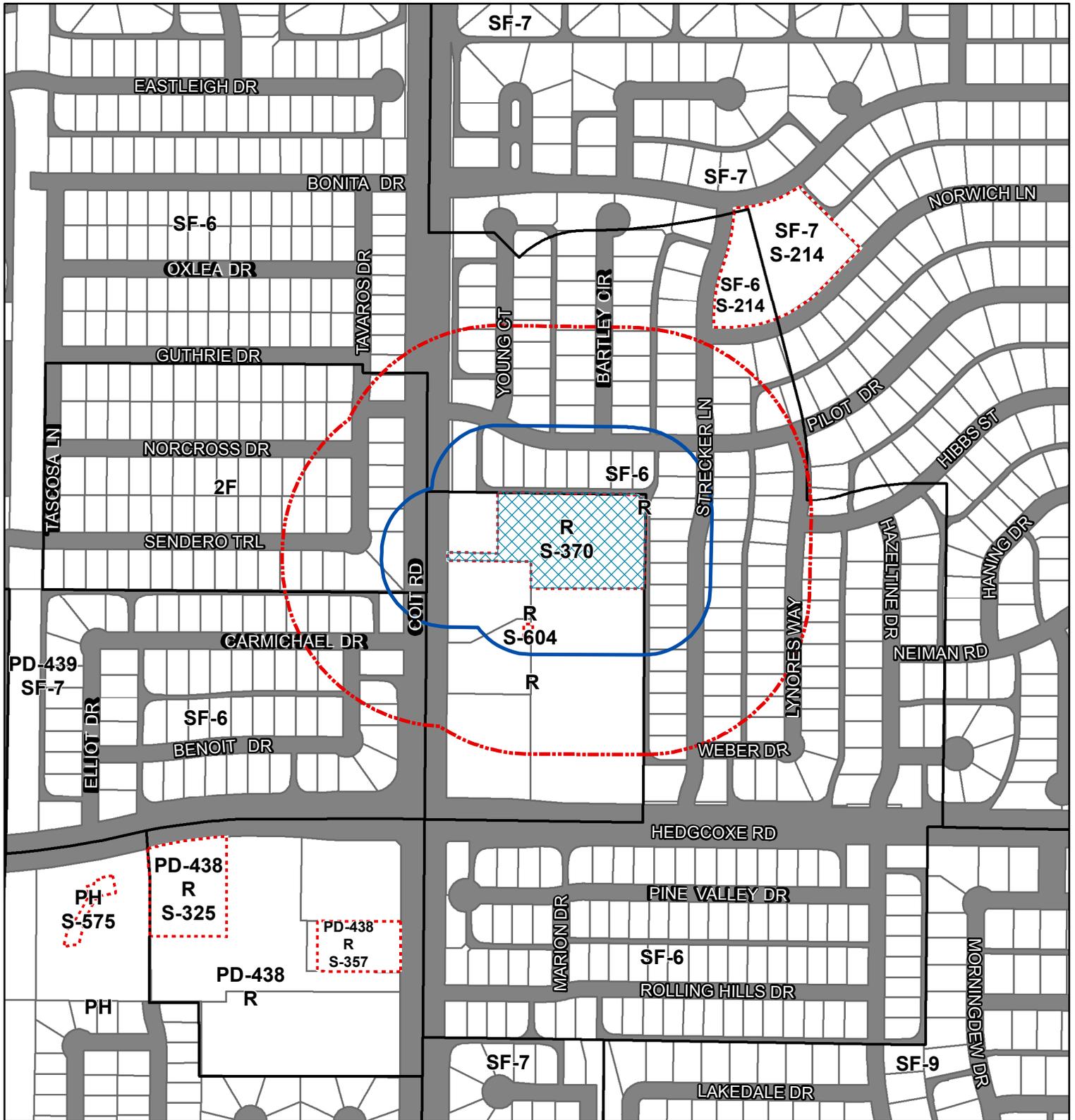
Thence, along the common line of said Alley of record and said Lot 2R, the following seven (7) courses and distances:

1. N89°49'27"E, a distance of 387.34 feet to the Northeast corner of said Lot 2R;
2. S00°10'33"E, a distance of 2.00 feet to a point;
3. N89°49'27"E, a distance of 17.00 feet to the point of curvature of a tangent curve to the right;
4. Along said tangent curve to the right, having a radius of 38.00 feet, a chord bearing of S45°25'08"E, a chord length of 53.51 feet, a delta angle of 89°30'50", an arc length of 59.37 feet to the point of tangency of said curve;
5. S00°40'04"E, a distance of 17.00 feet to a point;
6. N89°19'56"E, a distance of 2.00 feet to a point;
7. S00°40'04"E, a distance of 228.06 feet to the Northeast corner of Lot 1, Block 1 of U.S. Postal Facility N.W. Plano Station, a subdivision of record in Cabinet K, Page 210 of said Plat Records;

Thence, S89°19'56"W, leaving the West line of said Alley of record, along the North line of said Lot 1, Block 1 of U.S. Postal Facility N.W. Plano Station and the common South line of said Lot 2R, a distance of 345.00 feet to a 1/2 inch iron rod with yellow plastic cap stamped "ROOME" found in the East line of said Lot 3, BEING the Northwest corner of said Lot 1, Block 1 of U.S. Postal Facility N.W. Plano Station, also BEING the most Southerly Southwest corner of said Lot 2R;

Thence, along the common line of said Lot 3 and said Lot 2R, the following two (2) courses and distances:

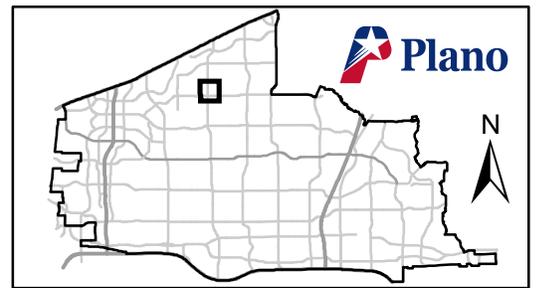
1. N00°40'04"W, a distance of 77.68 feet to a 1/2 inch iron rod with yellow plastic cap stamped "ROOME" found at the Northeast corner of said Lot 3;
2. S89°49'27"W, a distance of 249.99 feet to the POINT OF BEGINNING and CONTAINING an area of 2.82 Acres, or (122,625 Square Feet) of land, more or less.



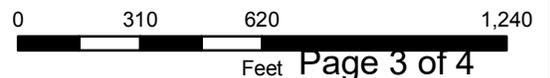
Zoning Case: 2020-022

Existing Zoning: Retail with Specific Use Permit No. 370 for Day Care Center

Proposed Zoning: Amend Specific Use Permit No. 370 for Day Care Center to add Private School



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





ORDINANCE NO. 2020-9-15

**Zoning Case 2020-025**

**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 Urban Mixed-Use-2 on 86.2 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the west side of Coit Road, 970 feet north of Mapleshade Lane, in the City of Plano, Collin County, Texas, to modify development standards and the locations of nonresidential and flex space/live-work uses, presently zoned Urban Mixed-Use-2 and located within the 190 Tollway/Plano Parkway Overlay District; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date.**

**WHEREAS**, the City Secretary of Plano, Texas, directed that notices of a hearing be issued, as required by the Zoning Ordinance of the City of Plano and laws of the State of Texas, at a meeting of the City Council, to be held on the 28th day of September 2020, for the purpose of considering amending Urban Mixed-Use-2 on 86.2 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the west side of Coit Road, 970 feet north of Mapleshade Lane, in the City of Plano, Collin County, Texas, to modify development standards and the locations of nonresidential and flex space/live-work uses, presently zoned Urban Mixed-Use-2 and located within the 190 Tollway/Plano Parkway Overlay District; and

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

**WHEREAS**, the City Council of said City, pursuant to such notice, held its public hearing and heard all persons wishing to be heard both for and against the aforesaid change in the Zoning Ordinance, on the 28th day of September 2020; 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:**

## ORDINANCE NO. 2020-9-15

**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 Urban Mixed-Use-2 on 86.2 acres of land out of the Martha McBride Survey, Abstract No. 553, located on the west side of Coit Road, 970 feet north of Mapleshade Lane, in the City of Plano, Collin County, Texas, to modify development standards and the locations of nonresidential and flex space/live-work uses, presently zoned Urban Mixed-Use-2 and located within the 190 Tollway/Plano Parkway Overlay District, said property being described in the legal description on Exhibit A attached hereto.

**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 Urban Mixed-Use (UMU) zoning district standards unless otherwise specified herein.

The development plan shall be adopted as part of the ordinance.

### Exceptions to the UMU District

1. Blocks A and B:
  - a. Minimum Lot Coverage: 15%
  - b. Minimum FAR: 0.15:1
  - c. Maximum Setback from Coit Rd.: 160 feet
  - d. Minimum Height: One story; 24 feet
2. Blocks D, E, K, N, P, Q, and R may exceed maximum block size of 3 acres.
3. Structured parking and tuck-under garages shall be included in the calculation of lot coverage.
4. Reduce nonresidential parking ratio from 1:250 square feet to 1:190 square feet.
5. No main street is required; however, at least 80% of any exposed exterior wall of main buildings, parking structures, and accessory buildings which front along Beacon Square Boulevard, will consist of glass, native stone, clay-fired brick or tile, or a combination of these materials in order to establish a consistent architectural design district and community identity. For office buildings, this requirement will apply to the first floor only.

## ORDINANCE NO. 2020-9-15

6. Block J
  - a. Minimum FAR: 0.6:1
  - b. Minimum Lot Coverage: 30%
7. The street located south of Block S may utilize the alternative minor street standard as designed on the development plan.
8. Blocks M, N, P, and R
  - a. The single-tenant maximum first floor square footage is 50,000 square feet.
  - b. The total combined first floor building square footage of any building must not exceed 60,000 square feet. A paseo, which is an outdoor public pedestrian pathway where no vehicular access is allowed except for emergency services, must be provided as a block break to divide the first floor of the building. Each first floor footprint may have no more than 30,000 square feet. Paseos must have a minimum 25-foot width. Buildings may encroach no more than 10 feet within the 25-foot paseo if utilizing glass storefront, patios, or similar aesthetic designed to engage the pedestrian.
  - c. Each upper floor must not exceed 50,000 square feet.
9. Signage located along exterior public rights-of-way must comply with Section 22.600 (190 Tollway/Plano Parkway and State Highway 121 Overlay Districts) of Article 22 (Signs) except that identification signs may have a maximum size of 150 square feet.
10. All signage internal to the development along major and minor streets must comply with the signage standards of Subsection 10.800.6 (Sign Regulations) of Section 10.800 (Downtown Business/Government District) of Article 10 (Nonresidential Districts) with the following exceptions:
  - a. Signage may be illuminated.
  - b. Stainless steel, perforated metal, and acrylic panel are additional allowed sign finishes.
  - c. Monument signs are allowed for office uses within Blocks M, N, P, and R only. Monument signs may not exceed five feet in height or 75 square feet in area. A maximum of two monument signs are allowed per block. The use of office monument signs will reduce the allowable tenant wall signage to a maximum of two signs per building facade.

ORDINANCE NO. 2020-9-15

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

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

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

**Section VI.** Any 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 this Ordinance.

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

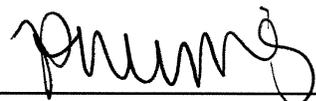
**PASSED AND APPROVED THIS THE 28TH DAY OF SEPTEMBER 2020.**

  
\_\_\_\_\_  
Harry LaRosiere, MAYOR

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY

**ZONING CASE 2020-025**

A tract or parcel of land situated in the Martha McBride Survey, Abstract No. 553, in the City of Plano, Collin County, Texas, being all of Lot 3R, Block 1 of the "Coit Crossings Addition", an addition to the City of Plano recorded in Cabinet O Page 581 in the Collin County Plat Records (CCPR), and also including part of the called 43.7308 acres tract described in the deed to University Business Park Phase II Limited recorded as Document No. 97-0065617 in Volume 3973 Page 984 in the Collin County Deed Records (CCDR), and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Coit Road (130-foot wide right-of-way) and the south line of the A.T. & Santa Fe Railroad (150-foot wide right-of-way);

Thence southerly along the centerline of Coit Road the following:

Thence South 18°27'28" West, 151.10 feet;

Thence southerly an arc distance of 621.15 feet along a tangent curve to the left with a radius of 1,909.86 feet, a central angle of 13°38'04", and the chord bears South 09°08'26" West 618.42 feet;

Thence South 89°51'28" West, 374.67 feet departing the centerline of Coit Road and continuing along the north side of Lot 2R of said "Coit Crossings Addition";

Thence South 00°10'32" East, 119.81 feet along the west side of said Lot 2R;

Thence South 89°51'28" West, 1,138.28 feet along the south side of said Lot 3R and the north side of Lot 1, Block 1 of "Coit Crossings Addition", an addition to the City of Plano recorded in Cabinet N Page 813 in the CCPR;

Thence South 00°09'00" East, 239.49 feet along the west side of said Lot 1 to the northeast corner of Lot 1, Block 1 of "Daltex-Mapleshade Addition", an addition to the City of Plano recorded in Cabinet Q Page 292 in the CCPR;

Thence South 89°51'00" West, 1,077.96 feet along the north side of said Lot 1;

Thence North 00°24'37" East, 922.70 feet along the west side of said University Business Park Phase II Limited tract and along the east side of the called 28.086 acres tract described in the deed to Wolverine Equities Company 2000 Highway 190 L.P., recorded in Volume 4880 Page 404 in the CCDR;

Thence South, 89° 35'23" East, 25.00 feet;

Thence North, 00 06'25" East. 972.45 feet along the east side of the tract of land described in the deed to North Dallas Joint Venture recorded in Volume 2688, Page 354 in the CCDR, to the south line of said A.T. & Santa Fe Railroad;

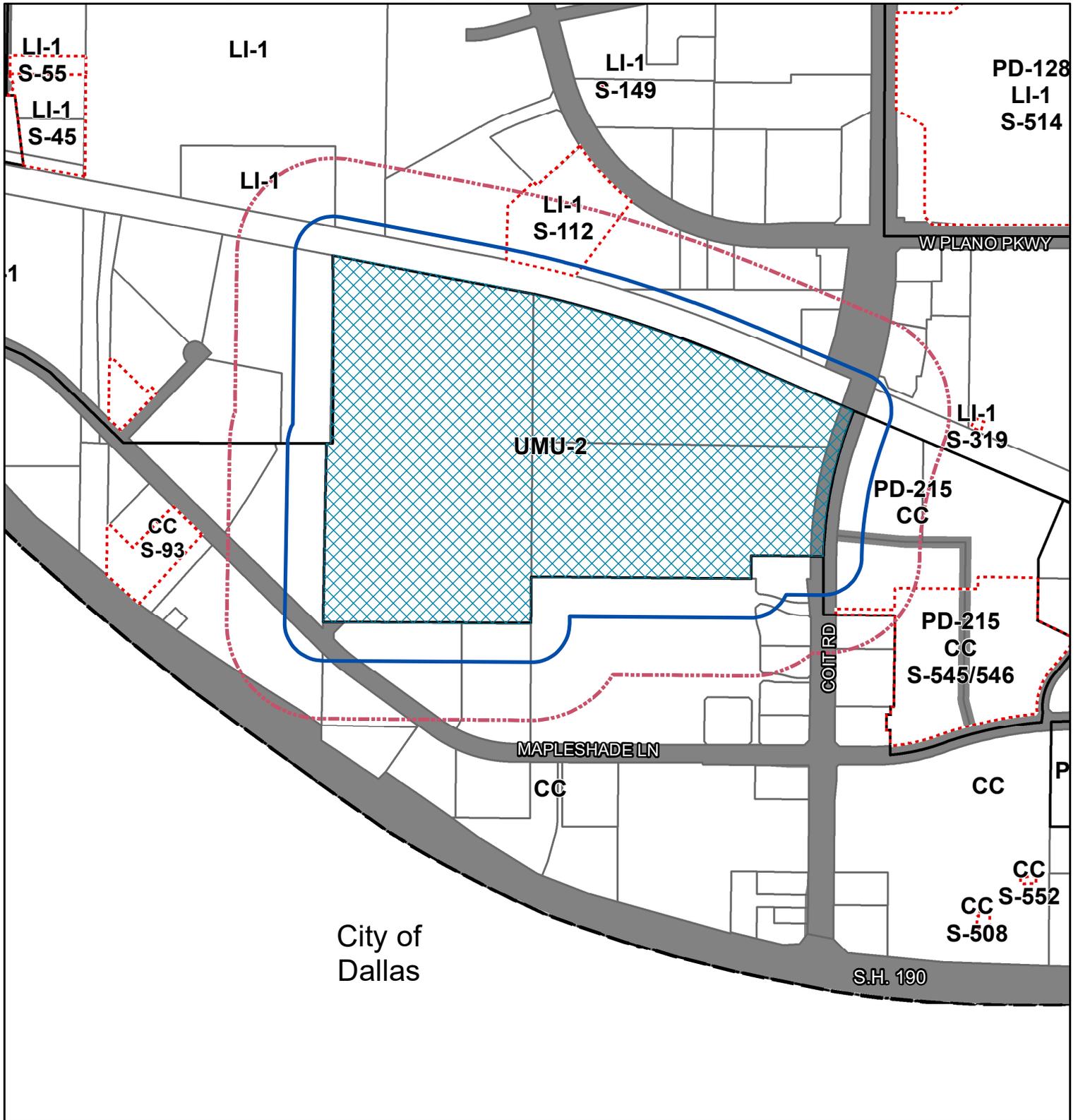
Thence easterly along the south line of said A.T. & Santa Fe Railroad the following;

Thence easterly South 79 55'25 East. 736.39 feet;

Thence easterly an arc distance of 321.46 feet along a tangent curve to the right with a radius of 6,800.55 feet, a central angle of 2°42'30", and the chord bears South 78°34'10" East 321.43 feet;

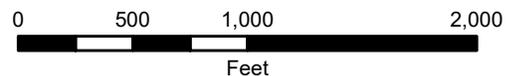
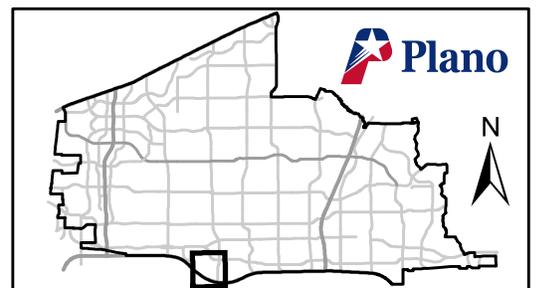
Thence easterly an arc distance of 1,137.38 feet along a non-tangent curve to the right with a radius of 6,800.55 feet, a central angle of 9°34'57", and the chord bears South 72°23'23" East 1,136.05 feet;

Thence South 67°35'54" East, 626.98 feet to the POINT OF BEGINNING and CONTAINING 86.18 acres of land, more or less.



Zoning Case: 2020-025  
 Existing Zoning: Urban Mixed-Use-2 (UMU-2)  
 Proposed Zoning: Amend Urban Mixed-Use-2 (UMU-2)

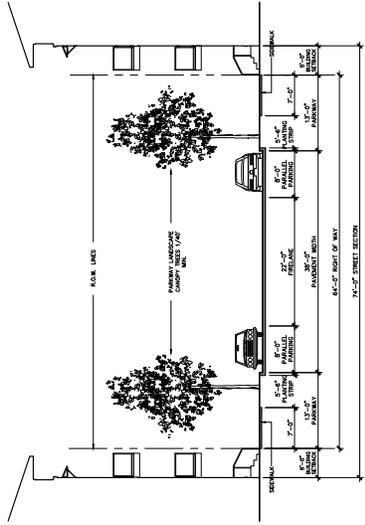
- Subject Property
- 200' Notification Buffer
- Streets
- 500' Courtesy Notification Buffer
- Zoning Boundary Change/SUP
- Specific Use Permit
- Zoning Boundary
- Municipal Boundaries



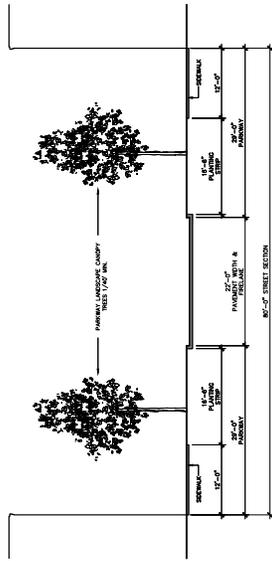




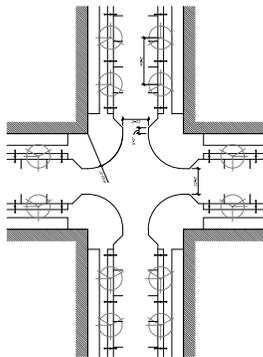




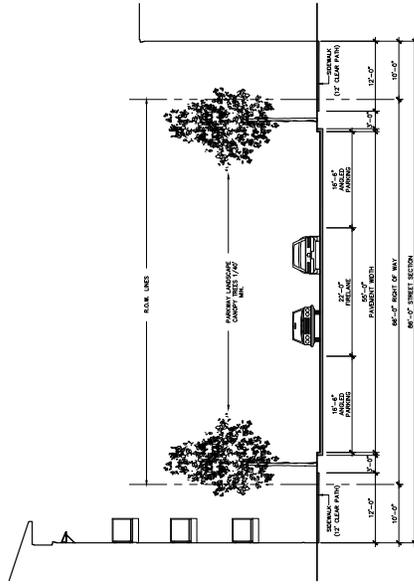
02 MINOR STREET - 74 FT. STREET SECTION  
SCALE: 1"=12'



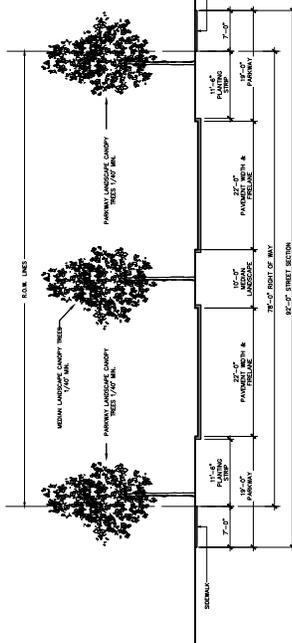
04 ENTRY DRIVE - 80' STREET SECTION  
SCALE: 1"=12'



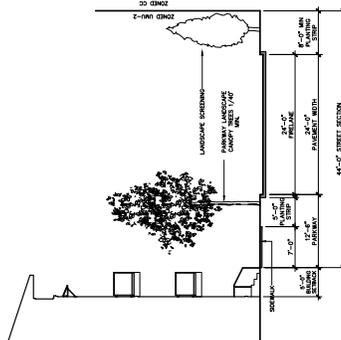
05 TYPICAL STREET INTERSECTION  
SCALE: 1"=30'



01 MAJOR STREET - 86 FT. STREET SECTION  
SCALE: 1"=12'

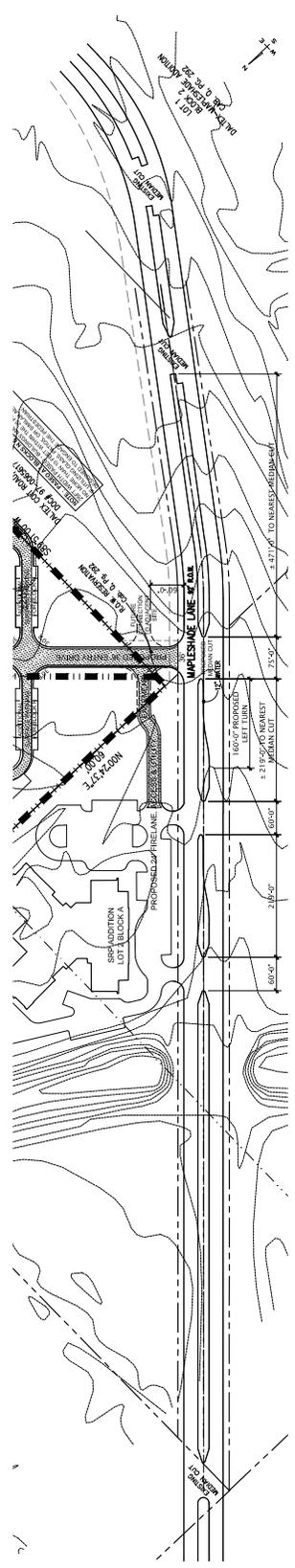


03 MEDIAN DIVISION @ ENTRY DRIVE  
SCALE: 1"=12'



06 MINOR STREET - 44FT MIN STREET SECTION - 24FT FIRELANE  
SCALE: 1"=12'

PROJECT #DP2020-003  
**DEVELOPMENT PLAN**  
**BEACON SQUARE**  
 BEING ALL OF COIT CROSSING  
 BLOCK 1, LOT 3R  
 (63.07 ACRES) & BLOCK 1, LOT 9 (21.94 ACRES)  
 MARTHA WATKINS SURVEY  
 ABSTRACT NO. 553, CITY OF PLANO, COLLIN COUNTY, TEXAS  
 CROWBELL/INSLEY, LTD., NO. 10 OWNER/DEVELOPER  
 1722 SOUTH STREET, SUITE 770  
 DALLAS, TEXAS 75201  
 TOM HOLLAND  
 SHERBA DALLAS PROPERTIES, LTD. OWNER/DEVELOPER  
 1722 SOUTH STREET, SUITE 770  
 DALLAS, TEXAS 75201  
 TOM HOLLAND  
 UNIVERSITY BUSINESS PARK PHASE II, LTD. OWNER/DEVELOPER  
 1722 SOUTH STREET, SUITE 770  
 DALLAS, TEXAS 75201  
 TOM HOLLAND  
 HENSELEY LAMKEN SACHEL, INC. ARCHITECT/OWNER  
 1891 QUADRA DRIVE, SUITE 530  
 DALLAS, TEXAS 75248  
 JUAN FORRES  
 250 MARLBOROUGH, SUITE 1400  
 DALLAS, TEXAS 75201  
 ENGINEER/SURVEYOR  
 JASON LEIGH  
 5481 N. 111 STREET  
 DALLAS, TEXAS 75246  
 Date: September 11, 2020 Scale: 1"=12'



## RESOLUTION NO. 2020-9-16(R)

**A Resolution of the City of Plano, Texas, providing the City Manager authority related to personnel, procurement, public meetings and City Code and policy decisions necessary for issues that arise during the state and federal emergency declarations related to the novel coronavirus (COVID-19); and providing an effective date.**

**WHEREAS**, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

**WHEREAS**, President Donald Trump declared a State of National Emergency for the United States of America on March 13, 2020; and

**WHEREAS**, on March 13, 2020, Texas Governor Greg Abbott declared a statewide public health disaster; and

**WHEREAS**, the City Council has determined that during the pendency of the federal and statewide public health disaster, the City Manager is authorized to make decisions related to personnel, procurement, public meetings and City Code and policies to address issues that arise related to the COVID-19 emergency as set out herein.

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

**SECTION I.** The City Council hereby finds that while in a state of disaster, there is a public purpose in maintaining the City workforce and ensuring continuity in staffing while continuing the City's services but recognizing that certain facilities and/or operations may need to be temporarily closed or suspended and/or certain personnel may encounter disaster related events that prevent them from working at full capacity intermittently during the public health emergency. The City Council hereby authorizes the City Manager to make any staffing and compensation related decisions necessary to adapt to the rapidly changing environment created by the public health emergency to meet the objectives stated herein and authorizes the expenditure of City funds to accommodate same. Any expenditure of funds beyond that approved in the FY20-21 budget will come to the City Council for ratification at a City Council meeting, though the expenditure may be made prior to City Council ratification due to the public health emergency.

**SECTION II.** The City Council hereby finds that while in a state of disaster, immediate procurement may be necessary to preserve and protect public health and safety, and authorizes the City Manager to purchase goods or services as necessary for ratification by the City Council at a later date as long as the procurement is in compliance with state law requirements.

**SECTION III.** The City Council hereby finds that a public necessity exists to authorize the City Manager, while in a state of disaster, to determine whether it is difficult for a quorum of the members of boards and/or committees of the City to meet in person based on public health and safety concerns related to the pandemic. If such a determination is made, boards and/or committees will be authorized to conduct their public meetings via telephone or video conference if allowed by law. The City Manager is hereby authorized, at his discretion, to exclude the public from in person attendance at board and/or committee meetings to preserve the public health if allowed by law.

**SECTION IV.** The City Council hereby authorizes the City Manager to temporarily waive any City Code regulations or City policies that are difficult or impossible to comply with during the state of disaster as long as it is not inconsistent with state law.

RESOLUTION NO. 2020-9-16(R)

**SECTION V.** For purposes of this resolution, the state of disaster referenced herein shall refer to any time period for which a disaster declaration is operative for the City of Plano, the State of Texas, and/or the United States of America for the emergency related to COVID-19.

**SECTION VI.** This resolution shall terminate at the end of the day on January 11, 2021 or upon the expiration of the State of Texas and the United States of America disaster declarations, whichever occurs first. The resolution may be extended by a majority vote of City Council.

This Resolution shall become effective on September 29, 2020.

**DULY PASSED AND APPROVED THE 28th DAY OF SEPTEMBER 2020.**

  
\_\_\_\_\_  
Harry LaRoshier, MAYOR

ATTEST:

  
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Paige Mims, CITY ATTORNEY