



Agenda

White Settlement City Council
Regular Meeting

City Hall, 214 Meadow Park Drive
White Settlement, Texas

October 6, 2020

7:00 PM

THIS MEETING WILL BE HELD VIA VIDEOCONFERENCE

This Notice and Agenda, and Agenda Packet are available on the City's website. The public may access the meeting via the following link:

<https://us02web.zoom.us/j/82200197881?pwd=T1hyZ3Z5WU5JZkVsdXE1VEd6REt0UT09>

Meeting ID: 822 0019 7881 Passcode: 139924

Please email the City Secretary at: aarnold@wstx.us if you plan to provide comments during citizen participation or an agenda item. In order to facilitate citizen comments during the meeting, each name on the speaking list will be called at which time you will be provided an opportunity to comment. In lieu of participating in the meeting, you may also email your comments to the City Secretary at: aarnold@wstx.us no later than one hour prior to the meeting, and any comments submitted will be read aloud during the respective agenda item.

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CALL TO ORDER

INVOCATION / PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION

The purpose of this item is to allow citizens an opportunity to address the City Council on items that are not listed on the agenda, as well as any consent agenda, executive session, or workshop items. Any person desiring to make a public comment must first fill out a speaker request form, and be recognized by the presiding officer. Individual citizen comments are limited to three minutes. The City Council has no obligation to respond in any manner to comments or questions from the public. Any response from a member of the City Council to comments on items not listed on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future City Council meeting.

PRESENTATIONS

STAFF PRESENTATIONS:

- a) Acknowledge receipt and present 2019-2020 Budget Award
- b) Present Senior Freeze / Tax Exempt Presentation

CONSENT AGENDA

All items on the Consent Agenda are routine or previously discussed items and will be approved with one motion; however, should a member of the City Council wish to discuss any item, said item may be removed from the Consent Agenda and considered under Deliberation Agenda.

- 1) Approval of City Council meeting minutes:
 - a) September 1, 2020;
 - b) September 22, 2020
- 2) Acknowledge receipt of Monthly Financial Statements for FY 19-20 as of August 31, 2020.
Monthly Financials
- 3) Approval of Joint Election Agreement and Contract for Election Services with Tarrant County Elections.
- 4) Approval of an ordinance providing for the classification of Police Officers and prescribing the number of positions within each classification.
- 5) Approval of a resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division, regarding the company's 2020 Rate Review Mechanism filing.
- 6) Approval of ERCOT membership renewal for 2021 at a fee of \$100 per year.
Renewal of ERCOT membership for 2021.

DELIBERATION AGENDA

PLANNING AND DEVELOPMENT:

- a) Hold a Public Hearing and consider approval of an ordinance creating a Tax Increment Reinvestment Zone within the City of White Settlement.
- b) Hold a Public Hearing and consider a re-plat for Meadow Park Addition - White Settlement Block 29 Lot 4, more commonly known as 711 Meadow Park Drive.
- c) Hold a Public Hearing for a Special Use Permit for Auto Sales, new and used, described as Wickson, Benjamin F. Survey, Abstract 1673 Tract 2C, more commonly known as 601 S. Jim Wright Freeway.

FINANCIAL:

- a) Discuss and consider an ordinance amending Chapter 20 "Fees" of the CODE of ORDINANCES, by amending Section 20.2 "Construction, Zoning, Sign, Subdivision and other fees"; Section 20-10 "Public Safety and Municipal Court"; and Section 20-13 "Fire Code Fees"; and creating a new section 20-16 relating to utility recovery fees.
- b) Discuss and consider a resolution adopting TCAP's professional services agreement and GEXA Energy's commercial electric service agreement for power to be provided on and after January 1, 2023.
- c) Discuss and consider awarding CARES act projects to designated vendors.
- d) Discuss and consider a resolution and agreement with Professional Turf Products through TCF National Bank for lease of mowing equipment.

PUBLIC WORKS:

- a) Discuss and consider a resolution for an Advance Funding Agreement (AFA) between City of White Settlement and TxDOT on the North Las Vegas Trail Project improvements.

BOARD APPOINTMENTS:

- a) Take action to fill an unexpired term to Place 5 on the Planning and Zoning Commission with the term to expire February 2023.

EXECUTIVE SESSION

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene into Executive Session to deliberate regarding the following matters:

- 7) Sec. 551.074 Deliberation Regarding Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:
 - a. City Manager
 - b. City Secretary

RECONVENE IN OPEN SESSION

Take action, if any, on items discussed in Executive Session.

ADJOURNMENT

Notice posted on the 2nd day of October, 2020, on the City Hall bulletin board at 214 Meadow Park Drive, White Settlement, Texas by 5:00 p.m.

Amy Arnold

Amy Arnold, TRMC, CMC
City Secretary

The White Settlement City Council may convene into executive session on any listed agenda item, should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

Accessibility Statement: City Hall is wheelchair accessible and entry ramps are located on all sides of the building. If you plan to attend this public meeting and you have a disability that requires special arrangements at the meeting, please contact Amy Arnold, City Secretary, at 817-246-4971 ext. 203 within 48 business hours of the scheduled meeting date. Reasonable accommodations will be made to assist your needs.



To: City Council

From: Krystal Crump, Finance Director

Date: October 6, 2020

Subject: Acknowledge receipt and present 2019-2020 Budget Award

Finance has earned its 31st Distinguished Budget Presentation Award.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of White Settlement
Texas**

For the Fiscal Year Beginning

October 1, 2019

Christopher P. Morill

Executive Director



To: City Council

From: Krystal Crump, Finance Director

Date: October 6, 2020

Subject: Present Senior Freeze / Tax Exempt Presentation

Present power point on senior freeze information.

Minutes
White Settlement City Council
Regular Meeting



September 1, 2020
7:00 p.m.

City Hall
214 Meadow Park Drive
White Settlement, TX 76108

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CALL TO ORDER

Mayor White called the open meeting to order at 7:03 PM announcing a quorum of council members present as follows:

Council Member Moore,
Mayor Pro Tem Spurlock,
Council Member Munoz,
Council Member Grudzinski, and
Council Member Geesa

Executive Staff present included City Manager Jeffrey J. James, City Secretary Amy Arnold, and City Attorney Drew Larkin. Other staff present included Executive Administrative Assistant Ann Elias, Finance Director Krystal Crump (Foght), Public Works Director Kyle Reeves, Community Services Director Rich Tharp, Police Chief Bevering, Building Official Robert Nunley, and Communications Manager Aaron Hall.

INVOCATION / PLEDGE OF ALLEGIANCE

Mayor White gave the invocation and led the Pledge of Allegiance.

CITIZEN PARTICIPATION

There were none.

CONSENT AGENDA

Mayor Pro Tem Spurlock made a motion to approve the consent agenda. Council Member Munoz seconded the motion which carried unanimously. Approval of the consent agenda included the following:

- 1) Approval of City Council meeting minutes:
 - a) August 4, 2020;

- b) August 11, 2020; and
- c) August 25, 2020
- 2) Acknowledge receipt of Monthly Financial Statements for FY 19-20 as of July 31, 2020.
- 3) Approval of fiscal year 2020-2021 contract for emergency dispatch services with Tarrant County Fire Alarm Center.

DELIBERATION AGENDA

FINANCE:

- 4) Discuss and consider a resolution approving the terms and conditions of the agreement between Valley View Consulting, LLC and the City of White Settlement for Investment Advisory Services.

Finance Director Krystal Crump (Foght) presented the agreement stating one change includes a price reduction and mentioned Emily Upshaw of Valley View Consulting, LLC is present to answer any questions.

Mayor Pro Tem Spurlock made a motion to approve a resolution approving terms and conditions of the agreement between Valley View Consulting, LLC and the City of White Settlement for Investment Advisory Services. Council Member Moore seconded the motion which carried unanimously.

- 5) Discuss and consider a resolution acknowledging the Annual Review and approval of the Official Investment Strategy and Invest Policy.

Finance Director Krystal Crump (Foght) presented the item with Emily Upshaw of Valley View Consulting, LLC., mentioning the removal of BBVA Compass; the addition of SamCo Capital as an approved broker; with updates and grammatical changes to align with updated legislation.

Council Member Munoz made a motion to approve a resolution acknowledging the Annual Review and approval of the Official Investment Strategy and Invest Policy. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.

- 6) Discuss and consider an ordinance adopting the City of White Settlement Annual Operating Budget for Fiscal Year 2020-2021.

Finance Director Krystal Crump (Foght) made a presentation which included a summary of previous budget discussion presentations.

Members discussed the difficulty of preparing a budget during the pandemic and thanked staff for hard work and sacrifices made. Members also noted the difficulties not being due to mismanagement of the city but rather due to current economic situations as a result of the Covid-19 Pandemic, mentioned a focus on the positives, and recognized the budget as a realistic representation.

Council Member Geesa made a motion to approve an ordinance (Ordinance 2020-09-019) adopting the City of White Settlement Annual Operating Budget for Fiscal Year 2020-2021. Mayor Pro Tem Spurlock seconded the motion which carried unanimously. Record votes were as follows:

Council Member Moore	Aye
Mayor Pro Tem Spurlock	Aye
Council Member Munoz	Aye
Council Member Grudzinski	Aye
Council Member Geesa	Aye

- 7) Discuss and consider an ordinance affixing and levying a Municipal Ad Valorem Taxes for the City of White Settlement, Texas for Fiscal Year beginning October 1, 2020 and ending September 30, 2021; providing for collection of Ad Valorem Taxes.

Finance Director Krystal Crump (Foght) presented the item which included a presentation summary of previous budget discussions.

Mayor Pro Tem Spurlock made a motion stating “I move that the property tax rate be increased by the adoption of a tax rate of 0.746200, which is effectively a 1.91 percent increase in the tax rate by approving Ordinance 2020-09-020”. Council Member Munoz seconded the motion which carried unanimously after taking the record vote as follows:

Council Member Moore	Aye
Mayor Pro Tem Spurlock	Aye
Council Member Munoz	Aye
Council Member Grudzinski	Aye
Council Member Geesa	Aye

- 8) Discuss and consider motion to ratify the Property Tax Revenue increase reflected in the Fiscal Year 2020-2021 Budget.

Finance Director Krystal Crump (Foght) presented the item and explained the motion required.

Mayor Pro Tem Spurlock made a motion to ratify the Property Tax Revenue increase reflected in the Fiscal Year 2020-2021 Budget. Council Member Moore seconded the motion which carried unanimously.

ECONOMIC DEVELOPMENT:

- 9) Discuss and consider a resolution adopting the Economic Development Strategic Plan.

City Manager Jeff James presented the item with introduction of Mr. Trent Petty. Mr. Petty provided information related to focus areas and no tax allocations for these areas. Mr. Petty discussed the item further mentioning what the city has to offer as a “best kept secret” and provided an optimistic outlook for the plan.

Council Member Geesa made a motion to approve a resolution adopting the Economic Development Strategic Plan. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.

PUBLIC WORKS:

- 10) Discuss and consider Resolution and Advance Funding Agreement for congestion mitigation and air quality improvement, surface transportation block grant, and local contribution program between the City and Texas Department of Transportation for the TxDOT Las Vegas Trail Project.

This item was removed from the agenda to be discussed at a later date.

ADMINISTRATION:

11) Discuss options to regulate carports in the city.

City Manager Jeff James presented the item stating previous discussion on the item regarding a citizen request to prohibit carports in certain areas. Mr. James discussed questions including what defines the area, what defines a majority of residents in the area, and legality of current ordinance. Mr. James concluded by stating these and other issues need to be discussed prior to making changes.

Members discussed the legality of changes, BAA procedures, and holding a workshop to discuss further. Members asked City Attorney Drew Larkin his opinion on the matter. Mr. Larkin stated he would provide his opinion in Executive Session.

Council Member Geesa made a motion to hold a workshop to discuss the regulation of carports. Mayor Pro Tem Spurlock seconded the motion which carried unanimously.

EXECUTIVE SESSION

Mayor White announced the City Council will convene in Executive Session at 8:40 pm after first reading the following statement:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene into Executive Session to deliberate regarding the following matters:

Sec. 551.071 Consultation with Attorney. The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda

Sec. 551.072 Deliberation Regarding Real Property: The City Council may deliberate the purchase, exchange, lease or value of real property, including consideration of offers made on such properties, including 7945 White Settlement Road.

RECONVENE IN OPEN SESSION

Take action, if any, on items discussed in Executive Session.

Mayor White announced the City Council is reconvened from Executive Session at 9:14 PM.

No action was taken.

ADJOURNMENT

With there being no further discussion Mayor White adjourned the meeting at 9:15 PM

Approved this 6th day of October, 2020

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary



Minutes
White Settlement City Council
Special Meeting

City Hall
214 Meadow Park Drive
White Settlement, TX 76108

September 22, 2020
6:00 p.m.

THIS MEETING WAS HELD VIA VIDEOCONFERENCE

The public was provided the agenda via the city's website as well as access to the meeting via the following statement:

This Notice and Agenda, and Agenda Packet are available on the City's website. The public may access the meeting via the following link: <https://us02web.zoom.us/j/88483868492?pwd=TUxZU0dTMkREcWQrSnNKY1YvZHpHdz09#success>

Meeting ID: 884 8386 8492 Passcode: 771174

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CALL TO ORDER

Mayor White called the open meeting to order at 6:00 PM announcing a quorum of council members present as follows:

Council Member Moore,
Mayor Pro Tem Spurlock,
Council Member Munoz,
Council Member Grudzinski, and
Council Member Geesa

Executive Staff present included City Manager Jeffrey J. James and City Secretary Amy Arnold. Other staff present included Executive Administrative Assistant Ann Elias, Community Services Director Rich Tharp, Police Chief Bevering, Human Resource Director Shannon Jordan, City Marshal Wilson and City Marshal Rogers, and Communications Manager Aaron Hall.

CITIZEN PARTICIPATION

There were none.

EXECUTIVE SESSION

Mayor White announced the City Council will convene in Executive Session at 6:04 pm after first reading the following statement:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene into Executive Session to deliberate regarding the following matters:

Sec. 551.071 Consultation with Attorney. The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the City Attorney about any matters listed on the agenda, and the following topics:

(a) Cause No. 141-290750-17, City of Westworth Village, Texas v. City of White Settlement, Texas
Sec. 551.074 Deliberation Regarding Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

(a) City Secretary

After reading the statement Mayor White stated a Notice of Grievance from a Mr. Scott Evans was received on September 17, 2020 against the City Secretary, Amy Arnold. Mayor White explained Human Resource Manager Shannon Jordan was assigned to conduct a grievance investigation and explained members would meet with Mrs. Jordan in closed session to discuss her findings. Mayor White concluded by stating, at the request of City Secretary Amy Arnold, any questions or comments for Mrs. Arnold would be heard in open session. City Secretary Amy Arnold did not participate in the closed portion.

Council members convened in Executive Session at 6:05 pm to hear the item relating to Sec. 551.074.
Council members convened in Executive Session at 6:35 pm to hear the item relating to Sec. 551.071.

RECONVENE IN OPEN SESSION

Take action, if any, on items discussed in Executive Session.

Mayor White announced City Council was reconvened from Executive Session at 6:33 pm to take action on the item relating to Sec. 551.074.

Mayor Pro Tem Spurlock made a motion stating based on review of the investigation conducted by Human Resource Manager Shannon Jordan, the city council exonerates City Secretary Amy Arnold. A unanimous second was heard with Council Member Munoz second recorded. This motion carried unanimously. After this motion City Council convened in Executive Session as noted above.

After convening a second time in Executive Session, Mayor White announced City Council was reconvened to Open Session at 7:15 pm.

No action was taken on the item relating to Sec. 551.071

DELIBERATION AGENDA

ECONOMIC DEVELOPMENT:

- 2) Discuss and consider a resolution calling a Public Hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone.

City Manager Jeff James introduced Mr. Trent Petty who presented the item by first explaining the purpose of the agenda item is not to approve creation of a TIRZ and is not the Public Hearing on the TIRZ but rather is to have council approve a resolution required to call a Public Hearing. Mr. Petty stated the Public Hearing date is scheduled for October 6, 2020 with notification to be published as required.

Members discussed with Mr. Petty the proposed map, needs, wants, new development, and sources of revenue. Mr. Petty explained in brief stating detailed discussion and questions will be heard at the Public Hearing. Mr. Petty mentioned the intent tonight is to approve the resolution calling the Public Hearing which is set for October 6, 2020.

Mayor Pro Tem Spurlock made a motion to approve a resolution calling a Public Hearing under Section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone. Council Member Geesa seconded the motion which carried unanimously.

WORKSHOP

- 3) Hold a workshop to discuss Article XIII Section 111-333 (1) of the White Settlement Code of Ordinances relating to attached carports.

City Manager Jeff James opened the discussion by stating staff seeks ideas from City Council as to desired outcome and the need to avoid non-conforming for a large percentage of residents.

Council Members discussed

- New building legislation
- Attorney review of building legislation in regards to detached vs. attached
- Review of neighboring city ordinance
- Homes original construction and age
- 600 ft. vs. 200 ft. notifications; measurement by circumference vs. left, right, front, back
- Requirement to go before BAA
- Fair notification, inspection, and appeals process

Mayor White called on a few audience (zoom) members asking their thoughts. These opinions included:

- Installing a carport is not neighbors business so long as homeowner complies with City guidelines
- Reflection of carport installation issues from years ago relating to political rivals and BAA policies.
- Should be a happy medium whereby neighbors have a say and materials are regulated

To end heated discussion between a citizen and members of the Council, City Secretary Amy Arnold reminded members that the agenda item is not a Public Hearing item but rather a workshop between members of the City Council. Mayor White brought the meeting back to order.

City Manager Jeff James reviewed his notes with City Council to confirm items to be included in amending this portion of the city code. These items included:

- Amend current ordinance for
 - Consistency
 - Minimum building standards
 - Avoid non-conforming
 - Detached vs. attached
 - Notifications, inspections and appeals process
- Consideration of homes original construction and age
- Ordinance at a future meeting for consideration

ADJOURNMENT

With there being no further discussion Mayor White adjourned the meeting at 8:19 pm.

Approved this 6th day of October, 2020

Ronald A. White, Mayor

ATTEST:

Amy Arnold, TRMC, CMC

City Secretary

		CITY OF WHITE SETTLEMENT					
		MONTHLY FINANCIALS					
		AS OF AUGUST 31, 2020					
01 -GENERAL FUND							
FINANCIAL SUMMARY					% OF YEAR COMPLETED : 91.67		
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET	PRIOR YEAR YTD BALANCE
REVENUE SUMMARY							
PROPERTY TAXES	6,014,534.00	30,845.63	5,878,909.68	-	135,624.32	97.75	5,193,936.93
SALES AND USE TAXES	2,230,900.00	239,603.51	1,670,625.12	-	560,274.88	74.89	1,722,434.88
FRANCHISE FEES	859,000.00	44,642.42	726,192.37	-	132,807.63	84.54	771,023.80
FINES & FORFEITURES	277,100.00	20,068.20	275,055.11	-	2,044.89	99.26	273,724.54
LICENSES & PERMITS	338,250.00	39,804.53	283,476.40	-	54,773.60	83.81	381,903.01
CHARGES FOR SERVICES	261,200.00	13,421.29	150,627.94	-	110,572.06	57.67	246,108.68
INTEREST INCOME	160,000.00	12,293.84	208,570.49	-	(48,570.49)	130.36	286,600.88
OTHER REVENUE	105,500.00	1,561.72	174,763.22	-	(69,263.22)	165.65	406,218.61
TRANSFERS	1,537,826.00	131,085.06	1,415,824.45	-	122,001.55	92.07	1,451,900.86
TOTAL REVENUES	11,784,310.00	533,326.20	10,784,044.78	-	1,000,265.22	91.51	10,733,852.19
EXPENDITURE SUMMARY							
CITY COUNCIL							
PERSONNEL	415.00	-	415.46	-	-	100.00	1,293.91
MATERIALS & SUPPLIES	2,479.00	-	2,045.42	-	433.58	82.51	1,411.79
CONTRACTUAL SERVICES	328,427.00	31,121.80	250,708.84	-	77,717.68	76.34	250,013.14
TOTAL CITY COUNCIL	331,321.00	31,121.80	253,169.72	-	78,151.26	76.41	252,718.84
CITY MANAGER'S OFFICE							
PERSONNEL	313,971.00	25,159.84	278,062.05	-	35,909.31	88.56	273,553.54
MATERIALS & SUPPLIES	243.00	-	205.23	-	38.10	84.34	1,255.44
CONTRACTUAL SERVICES	14,445.00	-	9,161.10	-	5,283.90	63.42	4,366.15
RESERVES	242,719.00	-	-	-	242,718.87	-	-
TOTAL CITY MANAGER'S OFFICE	571,379.00	25,159.84	287,428.38	-	283,950.18	50.30	279,175.13

CITY SECRETARY							
PERSONNEL	111,036.00	8,011.76	95,839.37	-	15,196.80	86.31	87,518.61
MATERIALS & SUPPLIES	1,459.00	6.90	423.48	-	1,035.52	29.03	927.58
CONTRACTUAL SERVICES	19,432.00	1,322.66	11,896.09	124.72	7,411.19	61.86	42,576.26
TOTAL CITY SECRETARY	131,927.00	9,341.32	108,158.94	124.72	23,643.51	82.08	131,022.45
HUMAN RESOURCES							
PERSONNEL	92,940.00	7,073.64	80,506.94	-	12,433.06	86.62	79,576.40
MATERIALS & SUPPLIES	1,750.00	12.90	726.42	-	1,023.58	41.51	2,272.73
CONTRACTUAL SERVICES	82,530.00	2,998.50	54,728.02	2,500.00	25,301.98	69.34	70,612.17
TOTAL HUMAN RESOURCES	177,220.00	10,085.04	135,961.38	2,500.00	38,758.62	78.13	152,461.30
MIS							
PERSONNEL	155,040.00	10,907.10	127,889.39	-	27,150.47	82.49	146,081.17
MATERIALS & SUPPLIES	1,250.00	-	736.72	-	513.28	58.94	413.33
CONTRACTUAL SERVICES	89,462.00	803.50	66,954.75	684.75	21,822.50	75.61	79,015.73
TOTAL MIS	245,752.00	11,710.60	195,580.86	684.75	49,486.25	79.86	225,510.23
CITY MARSHAL							
PERSONNEL	121,155.00	8,828.77	102,483.54	-	18,671.46	84.59	99,107.13
MATERIALS & SUPPLIES	10,400.00	256.99	4,727.07	562.06	5,110.87	50.86	6,550.43
CONTRACTUAL SERVICES	46,323.00	799.39	43,189.07	1,535.84	1,598.09	96.55	24,630.19
TOTAL CITY MARSHAL	177,878.00	9,885.15	150,399.68	2,097.90	25,380.42	85.73	130,287.75
FINANCE							
PERSONNEL	433,386.00	33,811.24	365,373.37	-	68,013.10	84.31	317,090.23
MATERIALS & SUPPLIES	7,156.00	121.42	3,846.69	-	3,309.31	53.75	2,587.64
CONTRACTUAL SERVICES	32,346.00	200.00	27,904.65	-	4,441.35	86.27	23,322.70
TOTAL FINANCE	472,888.00	34,132.66	397,124.71	-	75,763.76	83.98	343,000.57
MUNICIPAL COURT							
PERSONNEL	77,253.00	5,744.30	65,537.14	-	11,715.86	84.83	115,886.94
MATERIALS & SUPPLIES	5,475.00	187.50	3,116.84	-	2,358.16	56.93	3,682.59
CONTRACTUAL SERVICES	58,797.00	4,316.43	52,421.05	3,860.19	2,515.76	95.72	50,720.08
TOTAL MUNICIPAL COURT	141,525.00	10,248.23	121,075.03	3,860.19	16,589.78	88.28	170,289.61
PURCHASING							
PERSONNEL	66,181.00	4,910.51	60,963.43	-	5,217.60	92.12	54,168.85
MATERIALS & SUPPLIES	600.00	-	186.36	-	413.64	31.06	256.04
CONTRACTUAL SERVICES	8,300.00	524.00	7,214.03	-	1,085.97	86.92	8,738.99
TOTAL PURCHASING	75,081.00	5,434.51	68,363.82	-	6,717.21	91.05	63,163.88

MEDIA							
PERSONNEL	62,002.00	4,647.83	52,143.67	-	9,857.89	84.10	-
MATERIALS & SUPPLIES	300.00	-	258.98	-	41.02	86.33	-
CONTRACTUAL SERVICES	21,550.00	-	17,543.88	-	4,006.12	81.41	-
TOTAL MEDIA	83,852.00	4,647.83	69,946.53	-	13,905.03	83.42	-
CODE COMPLIANCE							
PERSONNEL	84,261.00	598.10	55,614.23	-	28,646.77	66.00	232,487.36
MATERIALS & SUPPLIES	10,380.00	141.02	3,661.32	4,218.00	2,500.68	75.91	6,979.03
CONTRACTUAL SERVICES	41,659.00	10,016.72	33,117.00	37.90	8,504.10	79.59	68,765.83
TOTAL CODE COMPLIANCE	136,300.00	10,755.84	92,392.55	4,255.90	39,651.55	70.91	308,232.22
MUNICIPAL FACILITIES							
PERSONNEL	61,957.00	4,548.04	53,714.57	-	8,242.43	86.70	111,797.17
MATERIALS & SUPPLIES	6,815.00	77.24	3,303.23	22.44	3,489.33	48.80	5,996.82
CONTRACTUAL SERVICES	27,885.00	52.90	26,815.09	37.90	1,032.13	96.30	14,997.97
TOTAL MUNICIPAL FACILITIES	96,657.00	4,678.18	83,832.89	60.34	12,763.89	86.79	132,791.96
STREETS							
PERSONNEL	244,276.00	13,733.44	183,585.95	-	60,690.38	75.16	213,534.87
MATERIALS & SUPPLIES	82,560.00	8,535.60	56,043.12	2,929.86	23,587.02	71.43	83,072.22
CONTRACTUAL SERVICES	188,075.00	12,719.54	123,963.38	10,151.60	53,960.02	71.31	117,209.81
TOTAL STREETS	514,911.00	34,988.58	363,592.45	13,081.46	138,237.42	73.15	413,816.90
PLANNING & DEVELOPMENT							
PERSONNEL	213,743.00	13,967.17	168,881.16	-	44,861.59	79.01	-
MATERIALS & SUPPLIES	4,301.00	433.86	2,037.05	160.20	2,103.75	51.09	-
CONTRACTUAL SERVICES	109,461.00	2,735.97	84,162.26	216.23	25,082.51	77.09	-
TOTAL PLANNING & DEVELOPMENT	327,505.00	17,137.00	255,080.47	376.43	72,047.85	78.00	-
POLICE ADMINISTRATION							
PERSONNEL	781,131.00	47,521.38	559,427.25	-	221,703.79	71.62	611,443.03
MATERIALS & SUPPLIES	86,895.00	3,538.65	45,338.92	12,332.43	29,223.65	66.37	62,905.85
CONTRACTUAL SERVICES	198,613.00	5,657.30	169,090.24	15,187.16	14,336.04	92.78	118,757.84
CAPITAL OUTLAY	30,000.00	14,131.90	14,131.90	-	15,868.10	47.11	-
TOTAL POLICE ADMINISTRATION	1,096,639.00	70,849.23	787,988.31	27,519.59	281,131.58	74.36	793,106.72
POLICE PATROL							
PERSONNEL	3,501,340.00	237,118.28	3,019,929.36	-	481,410.39	86.25	2,906,737.70
CONTRACTUAL SERVICES	-	-	-	-	-	-	150.00
TOTAL POLICE PATROL	3,501,340.00	237,118.28	3,019,929.36	-	481,410.39	86.25	2,906,887.70

ANIMAL CONTROL							
PERSONNEL	141,465.00	8,895.47	97,879.49	-	43,585.51	69.19	123,635.18
MATERIALS & SUPPLIES	24,587.00	185.79	12,892.22	6,830.07	4,864.34	80.22	13,995.23
CONTRACTUAL SERVICES	62,152.00	3,488.70	59,042.66	75.80	3,033.91	95.12	38,715.14
TOTAL ANIMAL CONTROL	228,204.00	12,569.96	169,814.37	6,905.87	51,483.76	77.44	176,345.55
FIRE DEPT							
PERSONNEL	1,559,850.00	110,119.04	1,268,037.48	-	291,812.04	81.29	1,019,668.90
MATERIALS & SUPPLIES	73,692.00	7,186.89	58,089.35	7,557.15	8,045.50	89.08	50,702.86
CONTRACTUAL SERVICES	265,816.00	24,051.80	203,902.40	16,599.63	45,314.31	82.95	125,171.10
CAPITAL OUTLAY	67,077.00	2,950.00	49,564.00	35,998.65	(18,485.65)	127.56	-
TOTAL FIRE DEPT	1,966,435.00	144,307.73	1,579,593.23	60,155.43	326,686.20	83.39	1,195,542.86
LIBRARY							
PERSONNEL	315,318.00	13,288.49	239,688.61	-	75,629.60	76.01	233,751.15
MATERIALS & SUPPLIES	21,562.00	192.04	21,511.38	-	50.29	99.77	32,493.74
CONTRACTUAL SERVICES	66,410.00	2,841.04	57,583.32	1,063.63	7,763.41	88.31	58,281.88
TOTAL LIBRARY	403,290.00	16,321.57	318,783.31	1,063.63	83,443.30	79.31	324,526.77
SENIOR SERVICES							
PERSONNEL	149,806.00	5,274.23	111,682.19	-	38,123.53	74.55	180,890.25
MATERIALS & SUPPLIES	7,334.00	-	2,635.85	1,224.30	3,473.85	52.63	7,055.03
CONTRACTUAL SERVICES	54,414.00	2,321.56	32,662.47	617.45	21,134.08	61.16	39,857.31
TOTAL SENIOR SERVICES	211,554.00	7,595.79	146,980.51	1,841.75	62,731.46	70.35	227,802.59
RECREATION							
PERSONNEL	198,832.00	4,462.15	123,821.26	-	75,010.74	62.27	168,196.12
MATERIALS & SUPPLIES	19,111.00	399.20	17,198.60	-	1,912.40	89.99	14,704.97
CONTRACTUAL SERVICES	59,057.00	1,492.80	40,714.95	14,433.56	3,908.06	93.38	41,031.46
CAPITAL OUTLAY	118,000.00	-	114,225.08	-	3,774.92	96.80	-
TOTAL RECREATION	395,000.00	6,354.15	295,959.89	14,433.56	84,606.12	78.58	223,932.55
PARKS MAINTENANCE							
PERSONNEL	322,764.00	17,211.14	231,544.87	-	91,219.05	71.74	225,926.08
MATERIALS & SUPPLIES	63,650.00	1,807.92	45,590.60	5,545.71	12,513.69	80.34	75,986.73
CONTRACTUAL SERVICES	289,801.00	13,839.94	191,540.16	161.90	98,098.91	66.15	231,681.01
TOTAL PARKS MAINTENANCE	676,215.00	32,859.00	468,675.63	5,707.61	201,831.65	70.15	533,593.82

NON-DEPARTMENTAL							
MATERIALS & SUPPLIES	10,291.00	140.63	8,041.76	250.59	1,998.65	80.58	5,996.63
CONTRACTUAL SERVICES	220,244.00	4,840.74	193,369.00	2,779.00	24,096.00	89.06	224,112.65
CAPITAL OUTLAY	300,000.00	-	-	-	300,000.00	-	108,338.02
TRANSFERS	452,138.00	-	138,936.20	-	313,201.80	30.73	207,226.17
TOTAL NON-DEPARTMENTAL	982,673.00	4,981.37	340,346.96	3,029.59	639,296.45	34.94	545,673.47
TOTAL EXPENDITURES	12,945,545.00	752,283.66	9,710,178.98	147,698.72	3,087,667.64	76.15	9,529,882.87
REVENUE OVER/(UNDER) EXPENDITURES	(1,161,235.00)	(218,957.46)	1,073,865.80	(147,698.72)	(2,087,402.42)	(79.76)	1,203,969.32
					FUND BALANCE AVAILABLE:		13,799,012.90

O2 -WATER & SEWER FUND							
FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 91.67	
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
REVENUE SUMMARY							
WATER & SEWER REVENUES	9,518,460.00	876,016.56	8,441,765.20	-	1,076,694.80	88.69	8,166,502.72
INTEREST INCOME	150,000.00	13,063.49	211,199.46	-	(61,199.46)	140.80	262,922.85
OTHER REVENUE	85,500.00	(2,575.35)	632,612.43	-	(547,112.43)	739.90	179,302.54
TRANSFERS	-	0.51	102,519.10	-	(102,519.10)	-	-
TOTAL REVENUES	9,753,960.00	886,505.21	9,388,096.19	-	365,863.81	96.25	8,608,728.11
EXPENDITURE SUMMARY							
UTILITY BILLING							
PERSONNEL	250,680.00	14,196.39	184,466.40	-	66,213.60	73.59	188,984.72
MATERIALS & SUPPLIES	34,584.00	3,672.06	27,736.69	-	6,847.75	80.20	27,194.54
CONTRACTUAL SERVICES	151,922.00	10,403.00	116,953.13	33.85	34,934.58	77.00	97,718.67
TOTAL UTILITY BILLING	437,186.00	28,271.45	329,156.22	33.85	107,995.93	75.30	313,897.93
METER TECHNICIAN							
PERSONNEL	232,993.00	13,566.03	148,872.97	-	84,120.03	63.90	153,379.40
MATERIALS & SUPPLIES	503,720.00	2,304.12	295,666.61	150,931.56	57,121.83	88.66	218,395.85
CONTRACTUAL SERVICES	23,762.00	136.34	19,199.98	151.60	4,410.00	81.44	27,253.59
CAPITAL OUTLAY	-	-	-	-	-	-	49,535.93
TOTAL METER TECHNICIAN	760,475.00	16,006.49	463,739.56	151,083.16	145,651.86	80.85	448,564.77
WATER DISTRIBUTION							
PERSONNEL	387,971.00	17,215.43	237,840.07	-	150,130.93	61.30	240,795.81
MATERIALS & SUPPLIES	97,426.00	4,548.06	47,999.41	-	49,426.59	49.27	75,171.14
CONTRACTUAL SERVICES	2,017,790.00	145,852.91	1,375,535.05	39,625.62	602,628.85	70.13	1,437,596.17
CAPITAL OUTLAY	581,000.00	149,118.25	521,557.07	73,955.20	(14,512.27)	102.50	72,356.89
TOTAL WATER DISTRIBUTION	3,084,187.00	316,734.65	2,182,931.60	113,580.82	787,674.10	74.46	1,825,920.01

WASTEWATER COLLECTION							
PERSONNEL	249,909.00	12,376.78	189,692.40	-	60,216.60	75.90	115,788.12
MATERIALS & SUPPLIES	88,570.00	8,974.15	54,374.28	4,449.66	29,746.06	66.42	30,614.75
CONTRACTUAL SERVICES	2,151,093.00	88,914.86	1,406,646.37	82,113.70	662,332.83	69.21	1,677,117.30
CAPITAL OUTLAY	458,730.00	23,962.50	116,013.83	-	342,716.17	25.29	4,320.00
TOTAL WASTEWATER COLLECTION	2,948,302.00	134,228.29	1,766,726.88	86,563.36	1,095,011.66	62.86	1,827,840.17
SANITATION							
CONTRACTUAL SERVICES	766,000.00	-	631,358.31	63,000.00	71,641.69	90.65	598,375.82
TOTAL SANITATION	766,000.00	-	631,358.31	63,000.00	71,641.69	90.65	598,375.82
WATER & SEWER DEBT SVC							
CONTRACTUAL SERVICES	5,000.00	-	4,590.25	-	409.75	91.81	5,055.00
DEBT SERVICE	693,575.00	-	120,123.75	-	573,451.25	17.32	155,350.00
TOTAL WATER & SEWER DEBT SVC	698,575.00	-	124,714.00	-	573,861.00	17.85	160,405.00
NON-DEPARTMENTAL							
PERSONNEL	336,189.00	28,476.04	298,448.14	-	37,741.08	88.77	338,786.08
MATERIALS & SUPPLIES	119,290.00	2,317.03	72,882.42	11,138.54	35,268.80	70.43	23,829.53
CONTRACTUAL SERVICES	806,057.00	68,434.03	697,148.46	17,742.17	91,166.19	88.69	589,602.45
CAPITAL OUTLAY	-	-	-	-	-	-	62,307.39
TRANSFERS	217,042.00	-	-	-	217,042.00	-	807,342.00
TOTAL NON-DEPARTMENTAL	1,478,578.00	99,227.10	1,068,479.02	28,880.71	381,218.07	74.22	1,821,867.45
TOTAL EXPENDITURES	10,173,302.00	594,467.98	6,567,105.59	443,141.90	3,163,054.31	68.91	6,996,871.15
REVENUE OVER/(UNDER) EXPENDITURES	(419,342.00)	292,037.23	2,820,990.60	(443,141.90)	(2,797,190.50)	(567.04)	1,611,856.96
					FUND BALANCE AVAILABLE:		13,651,769.18

07 -SPLASH DAYZ							
FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 91.67	
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
REVENUE SUMMARY							
WATER PARK ADMISSIONS	537,000.00	(249.75)	4,706.90	-	532,293.10	0.88	566,641.70
WATER PARK RENTALS	36,500.00	-	-	-	36,500.00	-	43,550.71
EVENT CENTER	23,800.00	(500.00)	9,652.17	-	14,147.83	40.56	18,901.30
CONCESSIONS	121,300.00	-	-	-	121,300.00	-	126,170.13
MISCELLANEOUS	10,750.00	-	1.25	-	10,748.75	0.01	15,340.54
OTHER REVENUE	-	-	8,412,435.44	-	(8,412,435.44)	-	5,447.79
TRANSFERS	652,138.00	-	338,838.31	-	313,299.69	51.96	399,726.17
TOTAL REVENUES	1,381,488.00	(749.75)	8,765,634.07	-	(7,384,146.07)	634.51	1,175,778.34
EXPENDITURE SUMMARY							
SPLASH DAYZ							
PERSONNEL	88,796.00	6,802.07	78,415.98	-	10,380.02	88.31	81,036.43
MATERIALS & SUPPLIES	6,550.00	-	3,152.82	-	3,397.18	48.13	15,901.79
CONTRACTUAL SERVICES	275,494.00	1,408.48	69,084.12	152.39	206,257.49	25.13	189,337.02
TOTAL SPLASH DAYZ	370,840.00	8,210.55	150,652.92	152.39	220,034.69	40.67	286,275.24
CONVENTION CENTER							
PERSONNEL	69,480.00	5,218.99	60,475.19	-	9,004.81	87.04	59,661.67
MATERIALS & SUPPLIES	15,900.00	11.79	6,286.50	-	9,613.50	39.54	2,139.12
CONTRACTUAL SERVICES	67,660.00	6,381.99	38,708.99	-	28,951.01	57.21	39,344.80
TOTAL CONVENTION CENTER	153,040.00	11,612.77	105,470.68	-	47,569.32	68.92	101,145.59
FACILITY SERVICES							
PERSONNEL	97,326.00	5,117.08	64,642.67	-	32,683.33	66.42	61,439.30
MATERIALS & SUPPLIES	89,090.00	47.98	38,721.82	386.41	49,981.77	43.90	104,323.29
CONTRACTUAL SERVICES	136,190.00	29,138.35	104,764.98	450.00	30,975.02	77.26	146,484.75
CAPITAL OUTLAY	40,000.00	-	30,380.52	-	9,619.48	75.95	52,146.00
TOTAL FACILITY SERVICES	362,606.00	34,303.41	238,509.99	836.41	123,259.60	66.01	364,393.34

FOOD & BEVERAGE							
PERSONNEL	54,680.00	-	1,389.27	-	53,290.73	2.54	33,730.20
MATERIALS & SUPPLIES	51,250.00	374.69	5,121.33	-	46,128.67	9.99	47,859.95
CONTRACTUAL SERVICES	-	-	-	-	-	-	94.00
TOTAL FOOD & BEVERAGE	105,930.00	374.69	6,510.60	-	99,419.40	6.15	81,684.15
LIFEGUARDS							
PERSONNEL	290,760.00	-	5,264.42	-	285,495.58	1.81	209,780.34
CONTRACTUAL SERVICES	7,100.00	-	2,064.00	-	5,036.00	29.07	8,160.77
TOTAL LIFEGUARDS	297,860.00	-	7,328.42	-	290,531.58	2.46	217,941.11
FRONT GATE							
PERSONNEL	65,082.00	-	478.75	-	64,603.25	0.74	42,911.36
MATERIALS & SUPPLIES	5,800.00	-	1,491.94	-	4,308.06	25.72	-
CONTRACTUAL SERVICES	1,500.00	-	-	-	1,500.00	-	-
TOTAL FRONT GATE	72,382.00	-	1,970.69	-	70,411.31	2.72	42,911.36
CASH CONTROL							
PERSONNEL	16,381.00	-	383.31	-	15,997.69	2.34	11,249.27
MATERIALS & SUPPLIES	500.00	-	-	-	500.00	-	-
TOTAL CASH CONTROL	16,881.00	-	383.31	-	16,497.69	2.27	11,249.27
EMT							
PERSONNEL	-	-	-	-	-	-	270.30
MATERIALS & SUPPLIES	2,700.00	-	1,334.04	-	1,365.96	49.41	1,582.29
TOTAL EMT	2,700.00	-	1,334.04	-	1,365.96	49.41	1,852.59
TOTAL EXPENDITURES	1,382,239.00	54,501.42	512,160.65	988.80	869,089.55	37.12	1,107,452.65
REVENUE OVER/(UNDER) EXPENDITURES	(751.00)	(55,251.17)	8,253,473.42	(988.80)	(8,253,235.62)	(8,866.13)	68,325.69
					FUND BALANCE AVAILABLE:		(136,164.56)

08 -CRIME DIST SPECIAL REV							
FINANCIAL SUMMARY				% OF YEAR COMPLETED		: 91.67	
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
REVENUE SUMMARY							
SALES AND USE TAXES	1,100,000.00	112,189.22	808,369.56	-	291,630.44	73.49	829,056.99
INTEREST INCOME	5,000.00	641.85	11,056.82	-	(6,056.82)	221.14	15,091.03
OTHER REVENUE	-	6,300.00	97,901.28	-	(97,901.28)	-	110,304.81
TOTAL REVENUES	1,105,000.00	119,131.07	917,327.66	-	187,672.34	83.02	954,452.83
EXPENDITURE SUMMARY							
CRIME DISTRICT							
MATERIALS & SUPPLIES	28,250.00	229.70	21,070.80	-	7,179.20	74.59	29,442.23
CONTRACTUAL SERVICES	500,679.00	4,798.52	397,385.71	-	103,293.29	79.37	262,803.10
CAPITAL OUTLAY	-	-	-	-	-	-	119,100.40
TRANSFERS	765,371.00	63,780.92	701,590.12	-	63,780.88	91.67	698,353.37
TOTAL CRIME DISTRICT	1,294,300.00	68,809.14	1,120,046.63	-	174,253.37	86.54	1,109,699.10
TOTAL EXPENDITURES	1,294,300.00	68,809.14	1,120,046.63	-	174,253.37	86.54	1,109,699.10
REVENUE OVER/(UNDER) EXPENDITURES	(189,300.00)	50,321.93	(202,718.97)	-	13,418.97	107.09	(155,246.27)
				FUND BALANCE AVAILABLE:			710,483.93

08 -CRIME DIST SPECIAL REV							
					% OF YEAR COMPLETED	: 91.67	
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
REVENUES	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
SALES AND USE TAXES							
400-02-005 .5% CRIME DISTRICT SALES TAX	1,100,000.00	112,189.22	808,369.56	-	291,630.44	73.49	(829,056.99)
TOTAL SALES AND USE TAXES	1,100,000.00	112,189.22	808,369.56	-	291,630.44	73.49	829,056.99
INTEREST INCOME							
400-60-601 INTEREST INCOME	5,000.00	641.85	11,056.82	-	(6,056.82)	221.14	(15,091.03)
TOTAL INTEREST INCOME	5,000.00	641.85	11,056.82	-	(6,056.82)	221.14	15,091.03
OTHER REVENUE							
400-70-701 MISCELLANEOUS REVENUE	-	-	1,519.23	-	(1,519.23)	-	-
400-70-715 CAPITAL LEASE PROCEEDS	-	-	-	-	-	-	(110,304.81)
400-70-722 SALE OF NON-CAPITAL ASSETS	-	6,300.00	6,300.00	-	(6,300.00)	-	-
400-70-724 SALE OF ENTERPRISE ASSET	-	-	90,082.05	-	(90,082.05)	-	-
TOTAL OTHER REVENUE	-	6,300.00	97,901.28	-	(97,901.28)	-	110,304.81
TOTAL REVENUE	1,105,000.00	119,131.07	917,327.66	-	187,672.34	83.02	954,452.83
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
DEPARTMENTAL EXPENDITURES	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
MATERIALS & SUPPLIES							
551-10-109 MISC MATERIALS & SUPPLIES	-	-	-	-	-	-	42.40
551-10-110 EDUCATION MATERIALS	-	-	-	-	-	-	1,069.01
551-10-111 AMMUNITION	9,950.00	-	9,902.48	-	47.52	99.52	8,472.08
551-10-113 UNIFORMS	15,235.00	229.70	9,508.58	-	5,726.42	62.41	15,023.58
551-10-118 TOOLS & EQUIPMENT < \$5,000	3,065.00	-	1,659.74	-	1,405.26	54.15	3,735.20
551-10-130 FURNITURE & FIXTURES < 5,000	-	-	-	-	-	-	1,099.96
TOTAL MATERIALS & SUPPLIES	28,250.00	229.70	21,070.80	-	7,179.20	74.59	29,442.23

CONTRACTUAL SERVICES							
551-20-214 OTHER PROFESSIONAL SERVICES	51,300.00	1,750.00	49,897.94	-	1,402.06	97.27	35,202.92
551-20-219 CELL PHONES/AIR CARDS	5,472.00	-	4,492.56	-	979.44	82.10	5,285.27
551-20-221 ANNUAL COMPUTER MAINTENANCE	46,050.00	-	38,725.61	-	7,324.39	84.09	38,655.61
551-20-222 ENTERPRISE VEHICLE MAINTENANC	1,368.00	117.00	1,305.40	-	62.60	95.42	674.25
551-20-223 VEHICLE MAINTENANCE/REPAIRS	54,550.00	4,593.49	31,043.47	-	23,506.53	56.91	43,886.81
551-20-224 EQUIPMENT MAINTENANCE/REPAIRS	73,250.00	-	19,632.73	-	53,617.27	26.80	8,128.01
551-20-225 BUILDING MAINTENANCE/REPAIRS	-	-	-	-	-	-	7,889.60
551-20-228 INSURANCE	140.00	-	140.00	-	-	100.00	280.00
551-20-229 DUES/SUBSCRIPTIONS/MEMBERSHIP	-	-	-	-	-	-	2,987.74
551-20-233 TRAVEL & TRAINING	22,100.00	500.00	11,139.98	-	10,960.02	50.41	20,154.27
551-20-236 EMPLOYEE TESTING/PHYSICALS	-	-	-	-	-	-	3,835.00
551-20-242 CONTRIBUTE TO OTHER AGENCIES	11,500.00	-	11,500.00	-	-	100.00	11,500.00
551-20-245 ADMIN COST TO GENERAL FUND	55,000.00	5,609.46	49,560.46	-	5,439.54	90.11	51,040.94
551-20-246 PAYMENT PLAN - TASERS	9,504.00	-	9,504.00	-	-	100.00	9,504.00
551-20-247 PAYMENT PLAN - RADIOS	59,075.00	-	59,032.89	-	42.11	99.93	-
551-20-253 COMPUTER RELATED EQUIP < \$5K	11,750.00	-	11,340.78	-	409.22	96.52	11,276.12
551-20-254 ENTERPRISE LEASE COSTS	99,620.00	(7,771.43)	100,069.89	-	(449.89)	100.45	12,502.56
TOTAL CONTRACTUAL SERVICES	500,679.00	4,798.52	397,385.71	-	103,293.29	79.37	262,803.10
CAPITAL OUTLAY							
551-40-410 MOTOR VEHICLES	-	-	-	-	-	-	119,100.40
TOTAL CAPITAL OUTLAY	-	-	-	-	-	-	119,100.40
TRANSFERS							
551-70-701 TRANSFER TO GENERAL FUND	765,371.00	63,780.92	701,590.12	-	63,780.88	91.67	698,353.37
TOTAL TRANSFERS	765,371.00	63,780.92	701,590.12	-	63,780.88	91.67	698,353.37
TOTAL CRIME DISTRICT	1,294,300.00	68,809.14	1,120,046.63	-	174,253.37	86.54	1,109,699.10
TOTAL EXPENDITURES	1,294,300.00	68,809.14	1,120,046.63	-	174,253.37	86.54	1,109,699.10
REVENUE OVER/(UNDER) EXPENDITURES	(189,300.00)	50,321.93	(202,718.97)	-	13,418.97	107.09	(155,246.27)

23 -STORM WATER UTILITY FUND							
FINANCIAL SUMMARY					% OF YEAR COMPLETED	: 91.67	
	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% YTD	PRIOR YEAR
	BUDGET	PERIOD	ACTUAL	ENCUMBERED	BALANCE	BUDGET	YTD BALANCE
REVENUE SUMMARY							
WATER & SEWER REVENUES	565,000.00	48,588.35	513,984.41	-	51,015.59	90.97	506,453.88
INTEREST INCOME	45,000.00	2,568.55	44,233.05	-	766.95	98.30	71,348.19
OTHER REVENUE	-	97.25	3,738,076.81	-	(3,738,076.81)	-	434.90
TOTAL REVENUES	610,000.00	51,254.15	4,296,294.27	-	(3,686,294.27)	704.31	578,236.97
EXPENDITURE SUMMARY							
STORM WATER UTILITY							
PERSONNEL	294,196.00	20,960.93	245,620.29	-	48,575.71	83.49	251,858.08
MATERIALS & SUPPLIES	20,755.00	6,128.85	16,569.63	-	4,185.37	79.83	16,604.42
CONTRACTUAL SERVICES	232,125.00	13,694.66	160,840.89	1,595.80	69,688.31	69.98	124,525.14
CAPITAL OUTLAY	271,736.00	-	221,735.20	-	50,000.80	81.60	253,101.29
TRANSFERS	71,692.00	5,974.34	65,717.74	-	5,974.26	91.67	133,211.50
TOTAL STORM WATER UTILITY	890,504.00	46,758.78	710,483.75	1,595.80	178,424.45	79.96	779,300.43
TOTAL EXPENDITURES	890,504.00	46,758.78	710,483.75	1,595.80	178,424.45	79.96	779,300.43
REVENUE OVER/(UNDER) EXPENDITURES	(280,504.00)	4,495.37	3,585,810.52	(1,595.80)	(3,864,718.72)	(1,277.78)	(201,063.46)
					FUND BALANCE AVAILABLE:		2,688,644.68

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

NOVEMBER 3, 2020
(3 DE NOVIEMBRE DE 2020)
(NGÀY 3 THÁNG 11, NĂM 2020)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)
(KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

This schedule of early voting locations, dates and times applies to voters in the following cities, towns, schools, library, and water districts: (Este horario de casetas de votación adelantada, sus fechas y tiempos aplican a los votantes en las siguientes ciudades, pueblos, escuelas, bibliotecas y distritos de la agua) (Đây là lịch trình của những địa điểm, ngày tháng và thời gian cho bầu cử sớm áp dụng cho các cử tri ở trong những điều sau đây: các thành phố, thị xã, trường học, thư viện và cơ quan thủy cục): Arlington, Bedford, Benbrook, Burleson, Crowley, Euless, Flower Mound, Forest Hill, Grand Prairie, Haltom City, Haslet, Hurst, Keller, Kennedale, Mansfield, North Richland Hills, Pelican Bay, Richland Hills, Roanoke, River Oaks, Southlake, Trophy Club, Watauga, White Settlement, Westworth Village, Arlington ISD, Azle ISD, Castleberry ISD, Eagle Mountain-Saginaw ISD, Fort Worth ISD, Grapevine-Colleyville ISD, Kennedale ISD, Lake Worth ISD, Mansfield ISD, Northwest ISD, Trophy Club MUD No. 1, and Forest Hill Library District.

EARLY VOTING BY PERSONAL APPEARANCE DAYS AND HOURS
(DÍAS Y HORAS DE VOTACIÓN TEMPRANO POR APARICIÓN PERSONAL)
(Ngày và giờ đi bầu cử sớm)

October (Octubre) (Tháng Mười) 13 - 17	Tuesday - Saturday (Martes– Sábado) (Thứ Ba – Thứ Bảy)	8:00 a.m. – 5:00 p.m.
October (Octubre) (Tháng Mười) 18	Sunday (Domingo) (Chủ Nhật)	Closed (Cerrado) (Đóng)
October (Octubre) (Tháng Mười) 19 - 23	Monday – Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
October (Octubre) (Tháng Mười) 24	Saturday (Sábado) (Thứ Bảy)	7:00 a.m. – 7:00 p.m.
October (Octubre) (Tháng Mười) 25	Sunday (Domingo) (Chủ Nhật)	11:00 a.m. – 4:00 p.m.
October (Octubre) (Tháng Mười) 26 - 30	Monday - Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu)	7:00 a.m. – 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus EMB - Portable Building (edificio móvil) (Nhà Di Động) C	2100 Southeast Parkway	Arlington	76018
7	University of Texas at Arlington Maverick Activities Center	500 W Nedderman Drive	Arlington	76019
8	B. J. Clark Building	601 Southeast Parkway	Azle	76020
9	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
10	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
11	Colleyville Public Library	110 Main Street	Colleyville	76034
12	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley	76036
13	Euless Family Life Senior Center	300 W Midway Drive	Euless	76039
14	Forest Hill Civic and Convention Center	6901 Wichita Street	Forest Hill	76140
15	Diamond Hill-Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
16	Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
17	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
18	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
19	JPS Health Center Viola M. Pitts/Como Lower Level (Nivel Inferior) (Lầu Dưới) #100	4701 Bryant Irvin Road N	Fort Worth	76107
20	Northside Community Center	1100 NW 18 th Street	Fort Worth	76164
21	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
22	Southwest Community Center	6300 Welch Avenue	Fort Worth	76133
23	Southwest Regional Library	4001 Library Lane	Fort Worth	76109
24	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
25	Southwestern Baptist Theological Seminary Naylor Student Center	1900 W Boyce Avenue	Fort Worth	76115
26	Summertown Branch Library	4205 Basswood Boulevard	Fort Worth	76137
27	Tarrant County College Northwest Campus WFSC 1403A	4801 Marine Creek Parkway	Fort Worth	76179
28	Tarrant County College South Campus Student Center SSTU 1112	5301 Campus Drive	Fort Worth	76119
29	Tarrant County College Trinity River Campus	300 Trinity Campus Circle	Fort Worth	76102
30	Tarrant County Elections Center Main Early Voting Site (Principal sitio de votación adelantada) (Trung Tâm Bầu Cử Sớm)	2700 Premier Street	Fort Worth	76111
31	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102

TARRANT COUNTY EARLY VOTING
(VOTACION ADELANTADA DEL CONDADO DE TARRANT)
(BẦU CỬ SỚM CỦA QUẬN TARRANT)

NOVEMBER 3, 2020
(3 DE NOVIEMBRE DE 2020)
(NGÀY 3 THÁNG 11, NĂM 2020)

JOINT GENERAL AND SPECIAL ELECTIONS
(ELECCIONES GENERALES CONJUNTAS Y ESPECIALES)
(KẾT HỢP TỔNG TUYỂN CỬ VÀ BẦU CỬ ĐẶC BIỆT)

32	Texas Wesleyan University <i>Baker Building</i>	3021 E Rosedale Street	Fort Worth	76105
33	UNT – Health Science Center <i>Carl E. Everett Education and Administration Building Lower Level - Atrium</i>	3500 Camp Bowie Boulevard	Fort Worth	76107
34	Villages of Woodland Springs Amenity Building	12209 Timberland Boulevard	Fort Worth	76244
35	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
36	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie	75051
37	The REC of Grapevine	1175 Municipal Way	Grapevine	76051
38	Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
39	Former Haslet Elementary School	501 School House Road	Haslet	76052
40	Brookside Convention Center	1244 Brookside Drive	Hurst	76053
41	Northeast Courthouse	645 Grapevine Highway	Hurst	76054
42	Tarrant County College Northeast Campus <i>Student Center NSTU</i>	828 W Harwood Road	Hurst	76054
43	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
44	Kennedale Community Center	316 W 3rd Street	Kennedale	76060
45	Sheriff’s Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
46	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
47	Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
48	Eagle Mountain-Saginaw ISD Admin. Bldg. <i>Building (Edificio) (Căn số) 6 – Training Room (Sala de entrenamiento) (Phòng Tập Luyện)</i>	1200 N Old Decatur Road	Saginaw	76179
49	Southlake Town Hall	1400 Main Street	Southlake	76092
50	White Settlement Public Library	8215 White Settlement Road	White Settlement	76108

Application for a Ballot by Mail may be downloaded from our website: elections.tarrantcounty.com/ballotbymail
(Solicitud para Boleta por Correo se puede descargar de nuestro sitio web): elections.tarrantcounty.com/ballotbymail
(Có thể tải Đơn xin lá Phiếu Bầu qua Thư trên trang mạng của chúng tôi): elections.tarrantcounty.com/ballotbymail

Information by phone: Tarrant County Elections Administration, 817-831-8683
(Información por teléfono): (Administración de Elecciones del Condado de Tarrant 817-831-8683)
(Thông tin qua điện thoại) (Điều Hành Bầu Cử Quận Tarrant, 817-831-8683)

Applications for a Ballot by Mail must be submitted between January 1, 2020 and October 23, 2020 by mail, fax or email to:
Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de Enero de 2020 y 23 de Octubre de 2020 por correo, fax o por correo electrónico a:
Nota: efectivo el 1 de Diciembre de 2017 - Si una solicitud de boleta por correo se envía por fax o por correo electrónico la solicitud original también debe ser enviada por correo y recibida por el Secretario de Votación Anticipada no más tarde del cuarto día hábil después de recibir la copia enviada por fax o por correo electrónico.)

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2020 và Ngày 23 Tháng 10, Năm 2020 bằng thư, fax hoặc email đến:
Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu bầu qua thư được gửi bằng fax hoặc e-mail, đơn xin bản gốc cũng phải được gửi bằng thư đến và nhận bởi Thư Ký Phụ Trách Bỏ Phiếu Sớm không muộn hơn ngày làm việc thứ tư kể từ ngày nhận được bản sao từ fax hoặc e-mail.)

Early Voting Clerk (Secretario De Votación Adelantada) (Nhân Viên Phụ Trách Bỏ Phiếu Sớm)
PO Box 961011
Fort Worth TX 76161-0011
Fax: 817-850-2344
Email: votebymail@tarrantcounty.com

Joint General and Special Elections - November 3, 2020
Elecciones Generales y Especiales Conjuntas - 3 de noviembre de 2020
Các Cuộc Tổng Tuyển Cử Chung và Bầu Cử Đặc Biệt - Ngày 3 Tháng 11, 2020

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Myrtice and Curtis Larson Elementary School	Library	2620 Avenue K	Grand Prairie, TX 75050
Asia Times Square	Westside of building, near Room 820	2625 West Pioneer Parkway	Grand Prairie, TX 75051
Cross Point Church of Christ	Youth Room	3020 West Bardin Road	Grand Prairie, TX 75052
J. M. Farrell Elementary School	Main hallway	3410 Paladium Drive	Grand Prairie, TX 75052
Louise Cabaniss Elementary School	Library	6080 Mirabella Boulevard	Grand Prairie, TX 75052
West Elementary School	Library	2911 Kingswood Boulevard	Grand Prairie, TX 75052
Anna May Daulton Elementary School	Flagpole entrance hallway	2607 North Grand Peninsula Drive	Grand Prairie, TX 75054
D. P. Morris Elementary School	Library	7900 Tin Cup Drive	Arlington, TX 76001
Kenneth Davis Elementary School	Library	900 Eden Road	Arlington, TX 76001
R. F. Patterson Elementary School	Gym	6621 Kelly Elliott Road	Arlington, TX 76001
T. A. Howard Middle School	Library	7501 Calender Road	Arlington, TX 76001
Janet Brockett Elementary School	Library	810 Dove Meadows Drive	Arlington, TX 76002
Martha Reid Elementary School	Lobby entrance	500 Country Club Drive	Arlington, TX 76002
MISD Student Nutrition Department	Auditorium	1151 Mansfield Webb Road	Arlington, TX 76002
Pearcy Stem Academy	Library	601 East Harris Road	Arlington, TX 76002
Timberview High School	Theater Lobby	7700 South Watson Road	Arlington, TX 76002
Dora E. Nichols Junior High School	Fine Arts hallway	2201 Ascension Boulevard	Arlington, TX 76006
Eddy & Debbie Peach Elementary School	Gym	2020 Baird Farm Road	Arlington, TX 76006
Elzie Odom Athletic Center	Burn Room	1601 Northeast Green Oaks Boulevard	Arlington, TX 76006
Northeast Branch Library	Community Room	1905 Brown Boulevard	Arlington, TX 76006
Sherrod Elementary School	Gym	2626 Lincoln Drive	Arlington, TX 76006
Arlington ISD Dan Dipert Career & Technical Center	Room 102B & 103B	2101 Browning Drive	Arlington, TX 76010
Beth Anderson Elementary School	Library	1101 Timberlake Drive	Arlington, TX 76010
C. B. Berry Elementary School	Lobby or Cafeteria	1800 Joyce Street	Arlington, TX 76010
Elks Lodge 2114	Ballroom	601 West Pioneer Parkway	Arlington, TX 76010
Louise Blanton Elementary School	Front Hallway	1900 South Collins Street	Arlington, TX 76010
Meadowbrook Recreation Center	Activity Room	1400 Dugan Street	Arlington, TX 76010
Myrtle Thornton Elementary School	Hallway by entrance	2301 East Park Row Drive	Arlington, TX 76010
Tarrant County Sub-Courthouse in Arlington	First floor Conference Room	700 East Abram Street	Arlington, TX 76010

Joint General and Special Elections - November 3, 2020
Elecciones Generales y Especiales Conjuntas - 3 de noviembre de 2020
Các Cuộc Tổng Tuyển Cử Chung và Bầu Cử Đặc Biệt - Ngày 3 Tháng 11, 2020

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Veda Knox Elementary School	Front Hallway	2315 Stonegate Street	Arlington, TX 76010
Jimmy and Laura Jones Academy of Fine Arts and Dual Language	South Hallway	2001 Van Buren Drive	Arlington, TX 76011
John Webb Elementary School	In front of Library	1200 North Cooper Street	Arlington, TX 76011
Berta May Pope Elementary School	Front Hallway	901 Chestnut Drive	Arlington, TX 76012
Lamar High School	Room 1109	1400 Lamar Boulevard West	Arlington, TX 76012
Shackelford Junior High School	Library	2000 North Fielder Road	Arlington, TX 76012
St. Stephen United Methodist Church	Family Life Center	1800 West Randol Mill Road	Arlington, TX 76012
Tabernacle Baptist Church	Main Fellowship Hall	2500 West Randol Mill Road	Arlington, TX 76012
Wimbish World Language Academy	Library	1601 Wright Street	Arlington, TX 76012
Arlington First Church of the Nazarene	Worship Center	1301 West Green Oaks Boulevard	Arlington, TX 76013
Bailey Junior High School	Library and front entrance	2411 Winewood Lane	Arlington, TX 76013
Casa de Oracion Family Center	Dining Area/Fellowship Hall	2323 James Street	Arlington, TX 76013
Center for Community Service Junior League of Arlington	Rooms C, D and E	4002 West Pioneer Parkway	Arlington, TX 76013
Central YMCA	South Classroom	2200 South Davis Drive	Arlington, TX 76013
Pantego Town Hall Council Chambers	Council Chambers	1614 South Bowen Road	Pantego, TX 76013
Ruby Ray Swift Elementary School	Room 202	1101 South Fielder Road	Arlington, TX 76013
Woodland West Church of Christ	West Lobby	3101 West Park Row	Arlington, TX 76013
Atherton Elementary School	Hallway and Stem Lab	2101 Overbrook Drive	Arlington, TX 76014
Bob Duncan Center	Large Ball Room	2800 South Center Street	Arlington, TX 76014
Ethel Goodman Elementary School	Library	1400 Rebecca Lane	Arlington, TX 76014
Advent Lutheran Church	Luther Hall	3232 South Cooper Street	Arlington, TX 76015
Edify Community Fellowship Church	Fellowship Hall	3005 Sprocket Drive	Arlington, TX 76015
Foster Elementary School	Gym	1025 High Point Road	Arlington, TX 76015
Charles W. Young Junior High School	Gym	3200 Woodside Drive	Arlington, TX 76016
Dalworthington Gardens City Hall	Courtroom Annex	2600 Roosevelt Drive	Dalworthington Gardens, TX 76016
Jason B. Little Elementary School	Library	3721 Little Road	Arlington, TX 76016
Key Elementary School	Main Hallway	3621 Roosevelt Drive	Arlington, TX 76016
Miller Elementary School	Cafeteria	6401 West Pleasant Ridge Road	Arlington, TX 76016
Pleasant Ridge Church of Christ	Event Center	6102 West Pleasant Ridge Road	Arlington, TX 76016

Joint General and Special Elections - November 3, 2020
Elecciones Generales y Especiales Conjuntas - 3 de noviembre de 2020
Các Cuộc Tổng Tuyển Cử Chung và Bầu Cử Đặc Biệt - Ngày 3 Tháng 11, 2020

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Ruth Ditto Elementary School	Cafeteria	3001 Quail Lane	Arlington, TX 76016
City of Arlington South Service Center	Training Room	1100 Southwest Green Oaks Boulevard	Arlington, TX 76017
Cliff Nelson Recreation Center	Gymnasium	4600 West Bardin Road	Arlington, TX 76017
Glenn Harmon Elementary School	Library	5700 Petra Drive	Arlington, TX 76017
Grace Community Church	Gymnasium in Life Center	801 West Bardin Road	Arlington, TX 76017
Southwest Branch Library	Community Room	3311 Southwest Green Oaks Boulevard	Arlington, TX 76017
The Church on Rush Creek	Atrium	2350 Southwest Green Oaks Boulevard	Arlington, TX 76017
Truett Boles Junior High School	Gym	3900 Southwest Green Oaks Boulevard	Arlington, TX 76017
Alpha International Seventh-day Adventist Church	Fellowship Hall	6000 South Collins Street	Arlington, TX 76018
New Life Fellowship	Auditorium	201 East Sublett Road	Arlington, TX 76018
Southeast Branch Library	Community Room	900 Southeast Green Oaks Boulevard	Arlington, TX 76018
St. Andrews United Methodist Church	Lobby	2045 Southeast Green Oaks Boulevard	Arlington, TX 76018
Azle ISD Instructional Support Center	Meeting Room	483 Sandy Beach Road, Suite C	Azle, TX 76020
B. J. Clark Building	Senior Center Dining Room	601 Southeast Parkway	Azle, TX 76020
The Edge Church of Azle (Good Shepherd Lutheran Church)	Room 1	1313 Southeast Parkway	Azle, TX 76020
The Ranch Cowboy Country Church	Sanctuary	7955 Reed Road	Azle, TX 76020
Airport Area YMCA	Gymnasium	3524 Central Drive	Bedford, TX 76021
Bedford Public Library	Meeting Room	2424 Forest Ridge Drive	Bedford, TX 76021
First United Methodist Church	Sanctuary Foyer and Hallway	1245 Bedford Road	Bedford, TX 76021
Shady Brook Elementary School	Library	2601 Shady Brook Drive	Bedford, TX 76021
St. Michael Catholic Church	Formation Building	3713 East Harwood Road	Bedford, TX 76021
Central Baptist Church of Bedford	Fellowship Hall	1120 Central Drive	Bedford, TX 76022
Pat May Center	Room D3	1849-B Central Drive	Bedford, TX 76022
Stonegate Elementary School	Front Lobby	900 Bedford Road East	Bedford, TX 76022
Formation Building - St. Ann's Catholic Church	Classrooms 3 and 4	100 Southwest Alsbury Boulevard	Burleson, TX 76028
Precinct One Garage	Meeting Room	800 East Rendon Crowley Road	Burleson, TX 76028
Retta Baptist Church	Fellowship Hall	13201 Rendon Road	Burleson, TX 76028
Tabernacle Baptist Church of Rendon	Fellowship Hall	12440 Rendon Road	Burleson, TX 76028
Colleyville Public Library	Second Floor Meeting Room B	110 Main Street	Colleyville, TX 76034

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Covenant Church	Community Room	3508 Glade Road	Colleyville, TX 76034
Liberty Elementary School	Lobby	1101 West McDonwell School Road	Colleyville, TX 76034
Crouch Event Center in Bicentennial Park	Event Room 1	900 East Glendale Street	Crowley, TX 76036
Crowley Assembly of God	Fellowship Hall	721 South Crowley Road	Crowley, TX 76036
First Baptist Church of Crowley	Community Life Center Gym	400 Eagle Drive South	Crowley, TX 76036
Bear Creek Elementary School	Gym	401 Bear Creek Drive	Eules, TX 76039
Eules Family Life Center	Activities Room	300 West Midway Drive	Eules, TX 76039
Lakewood Elementary School	Eagles Nest	1600 Donley Drive	Eules, TX 76039
Life Connection Church	Lobby	208 Nutmeg Lane	Eules, TX 76039
United Memorial Christian Church	Fellowship Hall	1401 North Main Street	Eules, TX 76039
Calvary Baptist Church	Family Life Center	304 Calvary Drive	Eules, TX 76040
South Eules Baptist Church	Fellowship Hall	1000 Simmons Drive	Eules, TX 76040
South Eules Elementary School	Library	605 South Main Street	Eules, TX 76040
St. John Missionary Baptist Church	Family Life Center	3324 House Anderson Road	Eules, TX 76040
Cross Timbers Middle School	Gym 2	2301 Pool Road	Grapevine, TX 76051
Dove Elementary School	Gym	1932 Dove Road	Grapevine, TX 76051
First Presbyterian Church Grapevine	Fellowship Hall	1002 North Park Boulevard	Grapevine, TX 76051
Grapevine Elementary School	Gym	1801 Hall-Johnson Road	Grapevine, TX 76051
Heritage Elementary School	Gym	4500 Heritage Avenue	Grapevine, TX 76051
St. Francis Catholic Church	Parish Hall	861 Wildwood Lane	Grapevine, TX 76051
The REC of Grapevine	Stewart Hall A and B	1175 Municipal Way	Grapevine, TX 76051
Timberline Elementary School	Library	3220 Timberline Drive	Grapevine, TX 76051
Heritage Baptist Church	Activity Center	1200 FM 156 South	Haslet, TX 76052
Old Haslet Elementary School	Library	501 School House Road	Haslet, TX 76052
Sendera Ranch Elementary School	Lobby	1216 Diamondback Lane	Haslet, TX 76052
Bellevue Baptist Church (Pipeline Church)	Sanctuary	625 West Pipeline Road	Hurst, TX 76053
Brookside Center	Main Room	1244 Brookside Drive	Hurst, TX 76053
Hurst Public Library	Program Rooms North and South	901 Precinct Line Road	Hurst, TX 76053
Impact Mission Church	Fellowship Hall	745 Brown Trail	Hurst, TX 76053

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North Pointe Baptist Church of Hurst	Family Life Center Gym	147 East Hurst Boulevard	Hurst, TX 76053
First Baptist Church of Hurst	Fellowship Hall	1801 Norwood Drive	Hurst, TX 76054
Northeast Courthouse	Community Rooms A, B and C	645 Grapevine Highway	Hurst, TX 76054
Kennedale Community Center	Community Center	316 West 3rd Street	Kennedale, TX 76060
Kennedale High School	Performance Art Center lobby	901 Wildcat Way	Kennedale, TX 76060
Brooks Wester Middle School	Library	1520 North Walnut Creek	Mansfield, TX 76063
Donna Shepard Intermediate School	Gym 1	1280 FM Road 1187	Mansfield, TX 76063
J. L. Boren Elementary School	Library	1401 Country Club Drive	Mansfield, TX 76063
Linda Jobe Middle School	Front Lobby	2491 Gertie Barrett Road	Mansfield, TX 76063
Mansfield I.S.D. Multi-Purpose Complex	Community Room	3700 East Broad Street	Mansfield, TX 76063
Mansfield Sub-Courthouse	Conference Room	1100 East Broad Street	Mansfield, TX 76063
New Hope Baptist Church	Fellowship Hall	6765 Dick Price Road	Mansfield, TX 76063
Regal Oak Counseling	Training Room Suite 102	1285 North Main Street, Suite 102	Mansfield, TX 76063
Roberta Tipps Elementary School	Library	3001 North Walnut Creek Drive	Mansfield, TX 76063
Lonesome Dove Church	Dove Hall	2380 Lonesome Dove Road	Southlake, TX 76092
New Day Church	Kids Town Area	101 East Highland Street	Southlake, TX 76092
Southlake Town Hall	Third Floor Training Rooms 3C & 3D	1400 Main Street	Southlake, TX 76092
Greenway Church	Lobby	1816 Delga Street	Fort Worth, TX 76102
Tarrant County Plaza Building	Third Floor Conference Room	201 Burnett Street	Fort Worth, TX 76102
Trinity Terrace	Chisholm Room	1600 Texas Street	Fort Worth, TX 76102
Christ Cathedral Church	Café or Event Center	3201 Purington Avenue	Fort Worth, TX 76103
Sagamore Hill Elementary School	Hallway	701 South Hughes Avenue	Fort Worth, TX 76103
The Potter's House	Main Lobby	1270 Woodhaven Boulevard	Fort Worth, TX 76112
Victory Temple Worship Center	Fellowship Room/Cafeteria	2001 Oakland Boulevard	Fort Worth, TX 76103
Amphibian Stage Productions	Theatre	120 South Main Street	Fort Worth, TX 76104
Community Christian Church Education Building	Cafeteria/Conference Room	1720 Vickery Boulevard East	Fort Worth, TX 76104
De Zavala Elementary School	Auditorium	1419 College Avenue	Fort Worth, TX 76104
Fort Worth Event Center	Banquet Hall	2100 Evans Avenue	Fort Worth, TX 76104
Morningside Elementary School	Auditorium	2601 Evans Avenue	Fort Worth, TX 76104

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Southside Community Center	Hazel Room B	959 East Rosedale Street	Fort Worth, TX 76104
Van Zandt-Guinn Elementary School	Hallway by gym	600 Kentucky Avenue	Fort Worth, TX 76104
Brighter Outlook Center	Gym	4910 Dunbar Street	Fort Worth, TX 76105
D. McRae Elementary School	Science Lab Building	3316 Avenue N	Fort Worth, TX 76105
Grace Temple Seventh-Day Adventist Church	Fellowship Hall	4200 East Berry Street	Fort Worth, TX 76105
S. S. Dillow Elementary School	Auditorium	4000 Avenue N	Fort Worth, TX 76105
Sycamore Recreation Center	Multipurpose Room	2525 East Rosedale Street	Fort Worth, TX 76105
William M. McDonald YMCA	Multipurpose Room A & B	2701 Moresby Street	Fort Worth, TX 76105
Diamond Hill Community Center	Computer Lab	1701 Northeast 36th Street	Fort Worth, TX 76106
Diamond Hill/Jarvis Branch Library	Meeting Room	1300 Northeast 35th Street	Fort Worth, TX 76106
Iglesia Palabra de Amor	Dining Room	3402 Northwest 28th Street	Fort Worth, TX 76106
Connell Baptist Church	Lobby	4736 Bryce Avenue	Fort Worth, TX 76107
Jo Kelly School	Gym	201 North Bailey Avenue	Fort Worth, TX 76107
JPS Health Center Viola M. Pitts/Como	Lower Level, Suite 100	4701 Bryant Irvin Road North, Lower Level, Suite 1	Fort Worth, TX 76107
Lena Pope Home	Conference Room	3200 Sanguinet Street	Fort Worth, TX 76107
Middle Level Learning Center	Gym	3813 Valentine Street	Fort Worth, TX 76107
North Hi Mount Elementary School	Gym	3801 West 7th Street	Fort Worth, TX 76107
Westover Hills Town Hall	Main Room	5824 Merrymount Road	Westover Hills, TX 76107
G.I.F.T. Ministries	Sanctuary	300 Expedition Drive	Fort Worth, TX 76108
Grace Baptist Church	Lobby	1501 Jim Wright Freeway	Fort Worth, TX 76108
Redeemer Bible Church	Fellowship Hall Auditorium	100 Verna Trail North	Fort Worth, TX 76108
Splash Dayz	Convention Center	8905 Clifford Street	White Settlement, TX 76108
White Settlement Public Library	Community Classroom	8215 White Settlement Road	White Settlement, TX 76108
Girl Scouts of Texas Oklahoma Plains	Training Room	4901 Briarhaven Road	Fort Worth, TX 76109
McLean 6th Grade School	Auditorium	3201 South Hills Avenue	Fort Worth, TX 76109
Southcliff Baptist Church	Lobby Concourse	4100 Southwest Loop 820	Fort Worth, TX 76109
Southwest Regional Library	Meeting Room	4001 Library Lane	Fort Worth, TX 76109
St. Stephen Presbyterian Church	Parish Hall	2700 McPherson Avenue	Fort Worth, TX 76109
Tanglewood Elementary School	Front Foyer	3060 Overton Park Drive West	Fort Worth, TX 76109

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Trinity Chapel	Sanctuary	6610 Southwest Boulevard	Benbrook, TX 76109
Trinity Episcopal Church	Parish Hall	3401 Bellaire Drive South	Fort Worth, TX 76109
E. M. Daggett Elementary School	Gym	958 Page Avenue	Fort Worth, TX 76110
George C. Clarke Elementary School	Gym	3300 South Henderson Street	Fort Worth, TX 76110
Grace Fellowship Baptist Church	Conference/Fellowship Room	3801 McCart Avenue	Fort Worth, TX 76110
R. L. Paschal High School	Gym	3001 Forest Park Boulevard	Fort Worth, TX 76110
Richard J. Wilson Elementary School	Auditorium	900 West Fogg Street	Fort Worth, TX 76110
Southside Church of Christ	Lobby	2101 Hemphill Street	Fort Worth, TX 76110
Worth Heights Community Center	Activity Room 4	3551 New York Avenue	Fort Worth, TX 76110
Worth Heights Elementary School	Lobby	519 East Butler Street	Fort Worth, TX 76110
Andrew "Doc" Session Community Center	Large Activity Room	201 South Sylvania Avenue	Fort Worth, TX 76111
Knights of Columbus	Main body of hall	3809 Yucca Avenue	Fort Worth, TX 76111
Oakhurst Elementary School	Outside Gym	2700 Yucca Avenue	Fort Worth, TX 76111
Riverside Applied Learning Center	Library	3600 Fossil Drive	Fort Worth, TX 76111
Riverside Community Center	Community Room	3700 East Belknap Street	Fort Worth, TX 76111
Springdale Baptist Church	Fellowship Hall	3016 Selma Street	Fort Worth, TX 76111
Versia L. Williams Elementary School	Library	901 Baurline Street	Fort Worth, TX 76111
Atwood McDonald Elementary School	Gym	1850 Barron Lane	Fort Worth, TX 76112
East Regional Library	Meeting Room	6301 Bridge Street	Fort Worth, TX 76112
Eastern Hills Elementary School	Front Hallway	5917 Shelton Street	Fort Worth, TX 76112
First Jefferson Unitarian Universalist Church	Fellowship Hall	1959 Sandy Lane	Fort Worth, TX 76112
Handley-Meadowbrook Community Center	Multipurpose Room 2	6201 Beaty Street	Fort Worth, TX 76112
Martin Luther King Community Center	Activity Room	5565 Truman Drive	Fort Worth, TX 76112
New Life Baptist Deaf Fellowship	Fellowship Hall	6917 Brentwood Stair Road	Fort Worth, TX 76112
Paul Laurence Dunbar High School	Lobby	5700 Ramey Avenue	Fort Worth, TX 76112
St. Matthew United Methodist Church	Fellowship Hall	2414 Hitson Lane	Fort Worth, TX 76112
Faith, Hope and Love Ministries	Cafeteria	6154 Meandering Road	Fort Worth, TX 76114
River Oaks Library	Lobby	4900 River Oaks Boulevard	River Oaks, TX 76114
River Oaks United Methodist Church	Fellowship Hall	4800 Ohio Garden Road	River Oaks, TX 76114

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Russell Hall	Main Room	5708 Jacksboro Highway	Fort Worth, TX 76114
Trinity Baptist Church	Nursery Area Lower North Wing	620 Churchill Road	Fort Worth, TX 76114
Westworth Village City Hall	Community Room	311 Burton Hill Road	Westworth Village, TX 76114
Carter Park Elementary School	Auditorium	1204 East Broadus Avenue	Fort Worth, TX 76115
El Buen Pastor Baptist Church	North Building	4800 Merida Avenue	Fort Worth, TX 76115
Hubbard Heights Elementary School	Auditorium	1333 West Spurgeon Street	Fort Worth, TX 76115
James Avenue Service Center	Breakroom	5001 James Avenue	Fort Worth, TX 76115
Agape Baptist Church	Faith Hall	3900 Southwest Boulevard	Fort Worth, TX 76116
Country Inn & Suites	Meeting Room	2730 South Cherry Lane	Fort Worth, TX 76116
Courtyard by Marriott	Meeting Room	6530 West Freeway	Fort Worth, TX 76116
Faith Lutheran Church	Fellowship Hall	4551 Southwest Boulevard	Fort Worth, TX 76116
Harvest United Methodist Church	Fellowship Hall	6036 Locke Avenue	Fort Worth, TX 76116
R. D. Evans Community Center	Multipurpose Room B	3242 Lackland Road	Fort Worth, TX 76116
Redeemer Lutheran Church	Gymnasium	4513 Williams Road	Fort Worth, TX 76116
Western Hills Church of Christ	Classroom	8800 Chapin Road	Fort Worth, TX 76116
Haltom City Northeast Center	Large classroom northwest corner	3201 Friendly Lane	Haltom City, TX 76117
Haltom City Public Library	Meeting Room	4809 Haltom Road	Haltom City, TX 76117
Landmark Baptist Church	Fellowship Hall	1909 Thomas Road	Haltom City, TX 76117
Moose Lodge 1889 Haltom City	Ballroom	5001 Bernice Street	Haltom City, TX 76117
O. H. Stowe Elementary School	Gym	4201 Rita Lane	Haltom City, TX 76117
W. G. Thomas Coliseum	Rooms B & C lobby	6108 Broadway Avenue	Haltom City, TX 76117
West Birdville Elementary School	Library	3001 Layton Avenue	Haltom City, TX 76117
Baker Boulevard Church of Christ	Activity Building behind church	7139 Baker Boulevard	Richland Hills, TX 76118
River Trails Elementary School	Gym	8850 Elbe Trail	Fort Worth, TX 76118
The Link	Community Rooms A, B and C	6750 Baker Boulevard	Richland Hills, TX 76118
A. M. Pate Elementary School	Front Foyer	3800 Anglin Drive	Fort Worth, TX 76119
Agape Metropolitan Community Church	Fellowship Hall	4615 East California Parkway	Forest Hill, TX 76119
Beth Eden Missionary Baptist Church	Multipurpose Room (gym)	3208 Wilbarger Street	Fort Worth, TX 76119
Bradley Center	Main Room	2601 Timberline Drive	Fort Worth, TX 76119

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Glen Park Elementary School	Auditorium	3601 Pecos Street	Fort Worth, TX 76119
Griffin-Poly Sub-Courthouse	Voting Room	3212 Miller Avenue	Fort Worth, TX 76119
Harlean Beal Elementary School	Gymnasium	5615 Forest Hill Drive	Fort Worth, TX 76119
Sunrise-McMillian Elementary School	Gym	3409 Stalcup Road	Fort Worth, TX 76119
W. M. Green Elementary School	Library	4612 David Strickland Road	Fort Worth, TX 76119
Bill J. Elliott Elementary School	Multipurpose Room	2501 Cooks Lane	Fort Worth, TX 76120
Central Bible Church - The Connection	Lobby	8200 Anderson Boulevard	Fort Worth, TX 76120
Chisholm Trail Community Center	Gym or Meeting Rooms A & B	4936 McPherson Boulevard	Fort Worth, TX 76123
Christ United Methodist Church	Large Fellowship Hall	3301 Sycamore School Road	Fort Worth, TX 76123
Grace Lutheran Church	Fellowship Hall	7900 McCart Avenue	Fort Worth, TX 76123
Hallmark Baptist Church	Gym	4201 West Risinger Drive	Fort Worth, TX 76123
Mary Harris Intermediate School	Middle hallway/front middle entry	8400 West Cleburne Road	Fort Worth, TX 76123
Meadowcreek Elementary School	Front Hallway	2801 Country Creek Lane	Fort Worth, TX 76123
Benbrook Community Center	Main Room	228 San Angelo Avenue	Benbrook, TX 76126
Benbrook Community Center YMCA	Multipurpose Room	1899 Winscott Road	Benbrook, TX 76126
Church of the Holy Apostles	Parish Hall	3900 Longvue Avenue	Fort Worth, TX 76126
HighRidge Church	Main Lobby	10100 Rolling Hills Drive	Fort Worth, TX 76126
Blue Mound City Hall	Council Chambers	301 South Blue Mound Road	Blue Mound, TX 76131
Destiny Center	Sanctuary in Office Building	10200 FM 156	Fort Worth, TX 76131
Sonny and Allegra Nance Elementary School	Cafeteria	701 Tierra Vista Way	Fort Worth, TX 76131
Fort Worth Presbyterian Church	Fellowship Hall	6251 Oakmont Trail	Fort Worth, TX 76132
St. Peter's Antiochian Orthodox Church	Parish Hall	7601 Bellaire Drive South	Fort Worth, TX 76132
Bruce Shulkey Elementary School	Auditorium	5533 Whitman Avenue	Fort Worth, TX 76133
Fort Worth Education Association	Conference Room	6021 Westcreek Drive	Fort Worth, TX 76133
Genesis United Methodist Church	Commons Hallway	7635 South Hulen Street	Fort Worth, TX 76133
Southwest Community Center	Gymnasium	6300 Welch Avenue	Fort Worth, TX 76133
Southwest Sub-Courthouse	Voting Room	6551 Granbury Road	Fort Worth, TX 76133
St. Christopher's Episcopal Church	Family Life Center Gym	3550 Southwest Loop 820	Fort Worth, TX 76133
St. Matthew's Lutheran Church	Lobby and Fellowship Hall	5709 Wedgwood Drive	Fort Worth, TX 76133

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Trinity Cumberland Presbyterian Church	Campbell Hall Fellowship Area	7120 West Cleburne Road	Fort Worth, TX 76133
Westminster Presbyterian Church	Social Hall	7001 Trail Lake Drive	Fort Worth, TX 76133
Edge Park United Methodist Church	Fellowship Hall	5616 Crowley Road	Fort Worth, TX 76134
Edgecliff Village Community Center	Community Center	1605 Edgecliff Road	Edgecliff Village, TX 76134
Highland Hills Community Center	Room 116	1600 Glasgow Road	Fort Worth, TX 76134
New Hope Fellowship	Fellowship Hall	6410 South Freeway	Fort Worth, TX 76134
Parkway Elementary School	Portable 138	1320 West Everman Parkway	Fort Worth, TX 76134
St. Luke Cumberland Presbyterian Church	Family Life Center	1404 Sycamore School Road	Fort Worth, TX 76134
Lake Patrol Headquarters	Office area	7501 Surfside Drive	Fort Worth, TX 76135
Lakeside Church of God	Family Life Center/Gym	9396 Confederate Park Road	Lakeside, TX 76135
Lighthouse Fellowship	Lobby	7200 Robertson Road	Fort Worth, TX 76135
Sheriff's Office North Patrol Division	Community Room	6651 Lake Worth Boulevard	Lake Worth, TX 76135
Bluebonnet Elementary School	Gymnasium	7000 Teal Drive	Fort Worth, TX 76137
Chisholm Trail Intermediate School	Cafeteria	3901 Summerfields Boulevard	Fort Worth, TX 76137
First Baptist Church of Fort Worth Education Building/Gym	Education Building Gym	5001 Northeast Loop 820	Fort Worth, TX 76137
Grace Church	Fireplace Room	4740 Western Center Boulevard	Haltom City, TX 76137
Hillwood Middle School	Gym Foyer	8250 Parkwood Hill Boulevard	Fort Worth, TX 76137
LaQuinta Inn & Suites by Wyndham Fort Worth	Meeting Room	4700 North Freeway	Fort Worth, TX 76137
Park Glen Elementary School	Gym	5100 Glen Canyon Road	Fort Worth 76137
Parkview Elementary School	Small Gym	6900 Bayberry Drive	Fort Worth, TX 76137
Summerglen Branch Library	Meeting Room	4205 Basswood Boulevard	Fort Worth, TX 76137
Everman City Hall Annex	Main Room	213 North Race Street	Everman, TX 76140
Forest Hill Civic & Convention Center	Grand Ball Room	6901 Wichita Street	Forest Hill, TX 76140
Jefferson Davis 9th Grade Center	Yarbrough Commons Area	615 Townley Drive	Everman, TX 76140
Sidney Poynter Elementary School	Library	521 Ashdale Drive	Fort Worth, TX 76140
First Baptist Church of Watauga	Hallway	6124 Plum Street	Watauga, TX 76148
Hector F. Garcia Community Center	Gymnasium	7901 Indian Springs Road	Watauga, TX 76148
Northside Church of the Nazarene	Gym	6750 Denton Highway	Watauga, TX 76148
Victory Tabernacle Holiness	Fellowship Hall	5761 Watauga Road	Watauga, TX 76148

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Watauga City Hall	Lobby and Council Chambers	7105 Whitley Road	Watauga, TX 76148
Candlewood Suites Hotel	Blue Meeting Room	4200 Reggis Court	Fort Worth, TX 76155
J. P. Elder Middle School	Library	709 Northwest 21st Street	Fort Worth, TX 76164
M. G. Ellis Early Childhood School	Gym	215 Northeast 14th Street	Fort Worth, TX 76164
Northside Community Center	Multipurpose Room	1100 Northwest 18th Street	Fort Worth, TX 76164
Rufino E. Mendoza, Sr. Elementary School	Gym	1412 Denver Avenue	Fort Worth, TX 76164
City of Saginaw Senior Citizen Center	Main Room (north end of building)	405 South Belmont Street	Saginaw, TX 76179
Eagle Mountain Fire Hall 1	Training Room	9500 Live Oak Lane	Saginaw, TX 76179
Eagle Mountain-Saginaw ISD Building 6	Building 6 Training Room	1200 North Old Decatur Road	Saginaw, TX 76179
Northwest Branch Library	Meeting Room	6228 Crystal Lake Drive	Fort Worth, TX 76179
Saginaw Community Center	Community Room	620 Park Center Boulevard	Saginaw, TX 76179
St. Thomas Catholic Church	Education Building	5953 Bowman Roberts Road	Fort Worth, TX 76179
City Point United Methodist Church	Guy Reeves Fellowship Hall	7301 Glenview Drive	North Richland Hills, TX 76180
College Hill Church of Christ	Fellowship Hall	7447 North College Circle	North Richland Hills, TX 76180
Dan Echols Center	Front Room	6801 Glenview Drive	North Richland Hills, TX 76180
Davis Memorial United Methodist Church	Lobby	5301 Davis Boulevard	North Richland Hills, TX 76180
Fine Arts Athletic Complex	First Floor Community Room	9200 Mid Cities Boulevard	North Richland Hills, TX 76180
Jack C. Binion Elementary School	Library	7400 Glenview Drive	Richland Hills, TX 76180
North Richland Hills Public Library	Community Room	9015 Grand Avenue	North Richland Hills, TX 76180
St. Paul Presbyterian Church	Fellowship Hall	4517 Rufe Snow Drive	North Richland Hills, TX 76180
The 26 Wellness Center - North Richland Hills Baptist Church	Gymnasium	6955 Boulevard 26	North Richland Hills, TX 76180
Green Valley Elementary School	Gym	7900 Smithfield Road	North Richland Hills, TX 76182
North Park Baptist Church	Sanctuary	7025 Mid Cities Boulevard	North Richland Hills, TX 76182
North Ridge Elementary School	Outside Gym	7331 Holiday Lane (access from Starnes Road)	North Richland Hills, TX 76182
Shady Grove Baptist Church	Fellowship Hall	6649 Precinct Line Road	North Richland Hills, TX 76182
Wellspring Church	Family Life Center	7300 Smithfield Road	North Richland Hills, TX 76182
Independence Elementary School	Library	11773 Bray Birch Lane	Fort Worth, TX 76244
Light of the World Church	Café/Fellowship Hall	8750 North Riverside Drive	Keller, TX 76244
Lone Star Elementary School	Lobby	4647 Shiver Road	Fort Worth, TX 76244

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Elecciones Generales y Especiales Conjuntas - 3 de noviembre de 2020
Các Cuộc Tổng Tuyển Cử Chung và Bầu Cử Đặc Biệt - Ngày 3 Tháng 11, 2020

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Northpark YMCA	Multipurpose Room 103	9100 North Beach Street	Fort Worth, TX 76244
The Met Church	East end of Main Atrium	11301 North Riverside Drive	Fort Worth, TX 76244
The Villages of Woodland Springs Amenity Building	Amenities Center	12209 Timberland Boulevard	Fort Worth, TX 76244
Woodland Springs Elementary School	Lobby	12120 Woodland Springs Drive	Fort Worth, TX 76244
Bear Creek Bible Church	Youth Area	1555 North Tarrant Parkway	Keller, TX 76248
First United Methodist Church of Keller	Lobby	1025 Johnson Road	Keller, TX 76248
Indian Springs Middle School	Big Gym	305 Bursey Road	Keller, TX 76248
Keller Town Hall	Room 212	1100 Bear Creek Parkway	Keller, TX 76248
Ridgeview Elementary School	PTA Room and foyer	1601 Marshall Ridge Parkway	Keller, TX 76248
St. Martin in-the-Fields Episcopal Church	West Parish Hall	223 South Pearson Lane	Keller, TX 76248
WestWind Church	Sanctuary	1300 Sarah Brooks Drive	Keller, TX 76248
John M. Tidwell Middle School	Gymnasium, Room 1502	3937 Haslet-Roanoke Road	Fort Worth, TX 76262
Trophy Club Town Hall	Training/EOC Room	1 Trophy Wood Drive	Trophy Club, TX 76262

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Tarrant County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Tarrant County:

ARLINGTON ISD	CITY OF NORTH RICHLAND HILLS
AZLE ISD	CITY OF PELICAN BAY
CASTLEBERRY ISD	CITY OF RICHLAND HILLS
CITY OF ARLINGTON	CITY OF RIVER OAKS
CITY OF BEDFORD	CITY OF ROANOKE
CITY OF BENBROOK	CITY OF SOUTHLAKE
CITY OF BURLESON	CITY OF WATAUGA
CITY OF CROWLEY	CITY OF WESTWORTH VILLAGE
CITY OF EULESS	CITY OF WHITE SETTLEMENT
CITY OF FOREST HILL	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF GRAND PRAIRIE	FORT WORTH ISD
CITY OF HALTOM CITY	GRAPEVINE-COLLEYVILLE ISD
CITY OF HASLET	KENNEDALE ISD
CITY OF HURST	MANSFIELD ISD
CITY OF KELLER	NORTHWEST ISD
CITY OF KENNEDALE	TOWN OF FLOWER MOUND
CITY OF MANSFIELD	TOWN OF TROPHY CLUB
	TROPHY CLUB MUD 1

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint November 3, 2020 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as “Elections Administrator.” This term includes the Assistant Elections Administrator in the Elections Administrator’s absence or disability. In the absence of both of them, the term includes the person(s) designated by the Elections Administrator or other person authorized by law.

RECITALS

Each participating authority listed above plans to hold a general and/or special election on November 3, 2020. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be December 8, 2020.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as “Entities” or “participating authorities”, desire to use the County’s electronic voting system and to compensate the County for such use in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County’s elections services through the Elections Administrator’s office, and to compensate the County for such use in accordance with the applicable provisions of law and of this contract.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Tarrant County Elections Administrator a fee of five (5) dollars for equipment, supplies and services as provided in this agreement, except for those entities that request Early Voting locations that are not regularly used by the County, in which case the entity agrees to pay the County for all expenses related to such locations. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/participating authorities by the Election Administrator's office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be billed under the same terms.

Each participating authority agrees to adopt the Verity Voting System v. 2.3, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary Of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those polling places where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting system testing notices that are required by the Texas Election Code.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English, including (but not necessarily limited to), as required by law, Spanish and Vietnamese. Each participating authority shall provide a copy of their respective election orders and notices to the Tarrant County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location with the approval of the affected participating authorities. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the November 3, 2020 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than November 3, 2020 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political

subdivision's polling place names and addresses in effect for the November 3, 2020 election. This notice shall be written in the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Tarrant County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual [(fluent in both English and Spanish) and (fluent in both English and Vietnamese)]. In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic or Vietnamese population as determined by the most recent Census used for such determinations shall have one or more election officials who are fluent in both English and Spanish, or both English and Vietnamese, as applicable. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for interpretation and translation services as needed at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the judge of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Tarrant County pursuant to Texas Election Code Section 32.091 or other law applicable to compensation for the election-related work. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the same hourly rate that they are to be paid on Election Day.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Tarrant County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs.

The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Each participating authority shall

be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), College District, and other political subdivisions.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Tarrant County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Tarrant County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment B of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The Elections Administrator will be responsible for managing the Annual Ballot by Mail voters for whom the Elections Administrator has received an Application for Ballot by Mail.

In addition to making the information on the roster for a person who votes an early voting ballot by personal appearance available for public inspection not later than the beginning of the regular business hours on the day after the date the information is entered on the roster, the Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 10:00 AM each business day.

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

Tarrant County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central and remote counting stations to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Heider Garcia, Elections Administrator
Tabulation Supervisor:	Troy Havard, Assistant Elections Administrator
Presiding Judge:	Kelley Roberson

The counting station manager or his/her representative shall deliver timely cumulative reports of the election results as precinct report to the central and remote counting stations and are tabulated. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station or by electronic distribution and by posting to the Tarrant County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Tarrant County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004 after all precincts have been counted, and will deliver a copy of these unofficial canvass reports to each participating authority as soon as possible after all returns have been tabulated. Each participating authority shall be responsible for the official canvass of its respective election(s).

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. The Elections Administrator agrees to upload these reports for each participating authority unless requested otherwise.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

Each participating authority with territory containing population outside Tarrant County agrees that the Elections Administrator shall administer only the Tarrant County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days after the original election, not counting election day.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 3, 2020 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be December 8, 2020.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to pay a flat fee of 5\$ for the elections, as long as they do not request any additional Early Voting locations to be added to the list prepared by the Elections Administrator.

If a participating entity requests to have one or more Early Voting locations added to the election, then such entity shall reimburse the county for the actual costs associated with the location.

In addition, each participating authority agrees to pay the Tarrant County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs (but not less than \$ 75.00) in accordance with Section 31.100(d) of the Texas Election Code.

The Tarrant County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

Cost schedule and invoicing.

A cost estimate for the services, equipment, and supplies provided by the Elections Administrator for the election and the runoff election is shown below and made a part of this Contract. This cost estimate shall serve as the cost schedule agreed upon by the contracting parties, as referenced in Section 31.093(a), Texas Election Code.

As soon as reasonably possible after the election or the runoff election, the Elections Administrator will submit an itemized invoice to the Entity (i) for the actual expenses he/she incurred as described above and (ii) for the Elections Administrator's fee as described above. The invoice shall reflect any advance monies paid and any direct payments made. The Elections Administrator will use his/her best efforts to submit the invoice within 30 days after the election or within 10 days after the runoff election.

The Elections Administrator's invoice shall be due and payable by the Entity to the address set forth in the invoice within 30 days after its receipt by the Entity. If the Entity disputes any portion of the invoice, the Entity shall notify the Elections Administrator in writing within such 30-day period or the invoice will be presumed to be a true and accurate rendering of the amount that is due.

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority that does not request additional Early Voting locations agrees to pay the Tarrant County Elections Administrator the entire amount of the obligation within 15 days after execution of this agreement. Each participating authority that requests additional Early Voting sites agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of the estimated obligation within 15 days after execution of this agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the November 3, 2020 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

The total estimated obligation and required deposit for each participating authority under the terms of this agreement shall be as follows:

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ARLINGTON ISD	332	0.00	\$ 80.00	\$ 80.00
AZLE ISD	332	0.00	\$ 80.00	\$ 80.00
CASTLEBERRY ISD	332	0.00	\$ 80.00	\$ 80.00
CITY OF ARLINGTON	332	0.00	\$ 80.00	\$ 80.00
CITY OF BEDFORD	332	0.00	\$ 80.00	\$ 80.00
CITY OF BENBROOK	332	0.00	\$ 80.00	\$ 80.00
CITY OF BURLESON	332	0.00	\$ 80.00	\$ 80.00
CITY OF CROWLEY	332	0.00	\$ 80.00	\$ 80.00

CITY OF EULESS	332	0.00	\$	80.00	\$	80.00
CITY OF FOREST HILL	332	0.00	\$	80.00	\$	80.00
CITY OF GRAND PRAIRIE	332	0.00	\$	80.00	\$	80.00
CITY OF HALTOM CITY	332	0.00	\$	80.00	\$	80.00
CITY OF HASLET	332	0.00	\$	80.00	\$	80.00
CITY OF HURST	332	0.00	\$	80.00	\$	80.00
CITY OF KELLER	332	0.00	\$	80.00	\$	80.00
CITY OF KENNEDALE	332	0.00	\$	80.00	\$	80.00
CITY OF MANSFIELD	332	0.00	\$	80.00	\$	80.00
CITY OF NORTH RICHLAND HILLS	332	0.00	\$	80.00	\$	80.00
CITY OF PELICAN BAY	332	0.00	\$	80.00	\$	80.00
CITY OF RICHLAND HILLS	332	0.00	\$	80.00	\$	80.00
CITY OF RIVER OAKS	332	0.00	\$	80.00	\$	80.00
CITY OF ROANOKE	332	0.00	\$	80.00	\$	80.00
CITY OF SOUTHLAKE	332	0.00	\$	80.00	\$	80.00
CITY OF WATAUGA	332	0.00	\$	80.00	\$	80.00
CITY OF WESTWORTH VILLAGE	332	0.00	\$	80.00	\$	80.00
CITY OF WHITE SETTLEMENT	332	0.00	\$	80.00	\$	80.00
EAGLE MOUNTAIN-SAGINAW ISD	332	0.00	\$	80.00	\$	80.00
FORT WORTH ISD	332	0.00	\$	80.00	\$	80.00
GRAPEVINE-COLLEYVILLE ISD	332	0.00	\$	80.00	\$	80.00
KENNEDALE ISD	332	0.00	\$	80.00	\$	80.00
MANSFIELD ISD	332	0.00	\$	80.00	\$	80.00
NORTHWEST ISD	332	0.00	\$	80.00	\$	80.00
TOWN OF FLOWER MOUND	332	0.00	\$	80.00	\$	80.00
TOWN OF TROPHY CLUB	332	0.00	\$	80.00	\$	80.00
TROPHY CLUB MUD 1	332	0.00	\$	80.00	\$	80.00
TOTALS	332	0.00	\$	2,800.00	\$	2,800.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Tarrant County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses (but not less than \$ 75.00). Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Tarrant County Elections Center, may be dropped from the joint election unless one or more of the remaining participating authorities agree to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections

Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or public information request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or public information request which may be filed with the participating authority.

XV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Tarrant County Judge and the Tarrant County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Tarrant County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. In the event of an emergency or unforeseen event on Election Day that requires adjustment to these procedures to keep the election operating in a timely, fair, and accessible manner, Elections Administrator may make such adjustments to the procedures herein as the circumstances require.

10. Appropriate practical adjustments to resolve or address issues relating to pandemic or any other emergency, disaster, or public health, safety, or welfare challenge, shall be made by the Elections Administrator in his/her sole discretion as permitted by law in order to maximize the health, safety, and welfare of election workers and members of the public.
11. Appropriate practical adjustments to resolve or address technical, equipment, location, personnel, or supply issues shall be made by the Elections Administrator in his/her sole discretion as permitted by law in order to maximize the health, safety, and welfare of election workers and members of the public, and to facilitate the conduct of the election according to law.

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

By the signatures on the attached pages, the Elections Administrator and the representative of each entity warrant and represent that they are authorized to enter into this Contract.

WITNESS THE FOLLOWING SIGNATURES AND SEAL ON THE DATE SHOWN BELOW:

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 2020.

(Seal)

Signature of Notary

ORDINANCE No. 2020-_____

AN ORDINANCE REPEALING AND REPLACING ORDINANCE 2019-02-004 PROVIDING FOR THE CLASSIFICATION OF POLICE OFFICERS AND PRESCRIBING THE NUMBER OF POSITIONS WITHIN EACH CLASSIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of White Settlement adopted provisions of Section 143 of the Local Government Code as its own Municipal Civil Service Act; and

WHEREAS, the Civil Service Commission of the City of White Settlement is required by Section 143.021 of the Texas Local Government Code to provide for the classification of police officers and the City Council of the City of White Settlement is to prescribe by ordinance the number of positions in each classification; and

WHEREAS, the total number of classified positions of the City of White Settlement Police Department will remain at thirty-two (32) positions and the budget will not be adversely affected.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS.

SECTION I.

Ordinance number 2019-02-004 is hereby repealed and replaced by Ordinance number 2020-_____ setting the City of White Settlement Police Officer Classification Schedule and the number of positions in each classification to read as follows:

TITLE	NUMBER OF EMPLOYEES
Police Officer	16
Police Corporal	9
Sergeant	5
Lieutenant	2

Non-Classified Positions

Assistant Chief of Police	1
Chief of Police	1

SECTION II.

This Ordinance shall be in full force and effective October 6, 2020.

PASSED AND APPROVED on this 6th day of October, 2020.

Approved:

Attest:

Ronald A White, Mayor

Amy Arnold, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2020 RATE REVIEW MECHANISM 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 RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of White Settlement, 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

RESOLUTION NO. _____

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, recommend 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

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$9 million off new rates imposed by the attached tariffs (Exhibit A), 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

RESOLUTION NO. _____

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 RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS:

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$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 3. That 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 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$90 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

RESOLUTION NO. _____

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That 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 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2020 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the City Ordinance that established the RRM process, this Resolution 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 12. That a copy of this Resolution 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

RESOLUTION NO. _____

Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue,
Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
WHITE SETTLEMENT, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 6TH DAY
OF OCTOBER, 2020.

Mayor

ATTEST:

City Secretary

Exhibit A
to 2020 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2020

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

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 20.25 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.30 per month
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.

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

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

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Bill	\$ 54.50 per month
Rider CEE Surcharge	\$ 0.02 per month ¹
Total Customer Charge	\$ 54.52 per month
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.

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

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

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 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).

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.

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

Agreement

An Agreement for Gas Service may be required.

Notice

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

Special Conditions

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

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

Application

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

Type of Service

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

Monthly Rate

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

Charge	Amount
Customer Charge per Meter	\$ 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.

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

Curtailment Overpull Fee

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

Replacement Index

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

Agreement

A transportation agreement is required.

Notice

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

Special Conditions

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

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

Provisions for Adjustment

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

Computation of Weather Normalization Adjustment

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

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

Where
 i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

$WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf

R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.

HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class

NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.

ADD = billing cycle actual heating degree days.

BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

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

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

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

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

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

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	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, 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.

Exhibit B
to 2020 RRM Resolution or Ordinance

Mid-Tex
2020 Benchmark for Pensions
and Retiree Benefits

**ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2019**

Line No.	Description	Shared Services		Mid-Tex Direct			Adjustment Total
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Supplemental Executive Benefit Plan	Post-Employment Benefit Plan	
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2020 Willis Towers						
2	Watson Report as adjusted (1) (2) (3)	\$ 3,460,135	\$ 3,695,384	\$ 6,132,704	\$ 280,578	\$ 4,992,449	
	Allocation to Mid-Tex	43.29%	43.29%	76.59%	100.00%	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	\$ 280,578	\$ 3,823,744	
4	O&M and Capital Allocation Factor	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	\$ 280,578	\$ 3,823,744	\$ 11,898,774
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%	11.67%	37.83%	
11							
12							
13	Total Pension Account Plan	\$ 1,191,410		\$ 1,777,056			\$ 2,968,466
14	Total Post-Employment Benefit Plan		\$ 1,272,412			\$ 1,446,647	\$ 2,719,060
15	Total Supplemental Executive Benefit Plan				\$ 32,754		\$ 32,754
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 1,191,410	\$ 1,272,412	\$ 1,777,056	\$ 32,754	\$ 1,446,647	\$ 5,720,280
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.

Exhibit C
to 2020 RRM Resolution or Ordinance

Mid-Tex 2020 Schedule for
Amortization for Regulatory Liability

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 * Tax	
30	Amortization		\$ 799,924	Factor	
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.				

August 17, 2020

MODEL STAFF REPORT

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about March 31, 2020, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2019, entitled it to additional system-wide revenues of \$141.2 million. Application of the standards set forth in ACSC’s RRM Tariff required Atmos to reduce its request to \$136.3 million, \$98.7 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$111.5 million instead of the claimed \$136.3 million. The amount of the \$111.5 million deficiency applicable to ACSC members would be \$80.8 million.

After the Company reviewed ACSC’s consultants’ report, ACSC’s Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$90 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1,

2020. This should save ratepayers approximately \$9 million such that the case is functionally equivalent to ACSC's consultants' recommendation of \$80.8 million.

The Executive Committee recommends a settlement at \$90 million. The Effective Date for new rates is December 1, 2020. ACSC members should take action approving the Resolution before November 1, 2020.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$90 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$5.15 on a monthly basis, or 9.9 percent. The increase for average commercial usage will be \$15.48 or 6.56 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2020, ACSC residents will maintain a slight economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$90 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.

9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.
10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2020 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$141.2 million in additional system-wide revenues, the RRM settlement at \$90 million for ACSC Cities reflects substantial savings to ACSC Cities. ACSC's consultants produced a report indicating that Atmos had justified increased revenues for ACSC Cities of at least \$81 million. Settlement at \$90 million (equivalent to \$81 million with a two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before November 1, 2020. New rates become effective December 1, 2020.

**Attachment 1 to
Model Staff Report**

2020 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2019

Line No.	Customer Class	Current	Proposed	Bills	Ccf/MmBtu	Current Revenues	Proposed Revenues	Increase
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
1	Residential							
2	Customer Charge	\$ 19.55	\$ 20.25	13,644,834		\$ 266,756,505	\$ 276,307,889	
3	Consumption Charge	0.17423	0.26651		608,491,998	106,017,561	162,169,202	
4	Revenue Related Taxes					26,692,882	31,397,617	
5	Total Class Revenue					\$ 399,466,948	\$ 469,874,708	\$ 70,407,760
6								
7	Commercial							
8	Customer Charge	\$ 46.50	\$ 54.50	1,115,081		\$ 51,851,267	\$ 60,771,915	
9	Consumption Charge	0.09924	0.11728		398,510,866	39,548,218	46,737,354	
10	Revenue Related Taxes					6,544,757	7,698,315	
11	Total Class Revenue					\$ 97,944,242	\$ 115,207,584	\$ 17,263,342
12								
13	Industrial & Transportation							
14	Customer Charge	\$ 845.50	\$ 1,014.50	7,272		\$ 6,148,476	\$ 7,377,444	
15	Consumption Charge Tier 1	\$ 0.3572	\$ 0.4157		7,769,155	2,775,142	3,229,638	
16	Consumption Charge Tier 2	\$ 0.2616	\$ 0.3044		8,666,094	2,267,050	2,637,959	
17	Consumption Charge Tier 3	\$ 0.0561	\$ 0.0653		13,696,172	768,355	894,360	
18	Revenue Related Taxes					856,339	1,012,467	
19	Total Class Revenue					\$ 12,815,362	\$ 15,151,868	\$ 2,336,505
20								
21	Total Excluding Other Revenue					\$ 510,226,552	\$ 600,234,159	\$ 90,007,608
22								
23								
24	Revenue Related Tax Factor	7.1606%						

**Attachment 2
to 2020 RRM Staff Report**

Bill Impact

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[illegible]

**Attachment 3
to 2020 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE RATE COMPARISON
TEST YEAR ENDING DECEMBER 31, 2019**

	ACSC Settled	DARR Filing	ATM Filing	Environs Filing
Cust Charge	\$20.25	\$23.75	\$26.40	\$24.60
Monthly Ccf	44.5	44.5	44.5	44.5
Cons Charge	\$0.26651	\$0.19336	\$0.14846	\$0.18653
Average Mo Bill	\$32.11	\$32.35	\$33.01	\$32.90
		-\$0.24	-\$0.90	-\$0.79

Mr. Brewster's Direct Line: (512) 322-5831
Email: cbrewster@lglawfirm.com
Fax: (512) 472-0532

MEMORANDUM

TO: City and Other Political Subdivision Members of ERCOT
FROM: Chris Brewster
DATE: October 2, 2020
RE: ERCOT Membership Renewal for 2021

The purpose of this memorandum is to recommend that your city or other political subdivision renew its membership in the Electric Reliability Council of Texas ("ERCOT") for 2021. For the reasons we detail below, an ERCOT membership continues to be a straightforward and cost-effective way for your city to influence electric policy in Texas, and **we recommend that you submit your ERCOT membership renewal application and fee by Friday, November 6, 2020. The membership fee is \$100 per year.**

WHAT IS ERCOT?

ERCOT is the entity that is responsible for operating the electric grid in the deregulated portion of Texas. Furthermore, ERCOT maintains the set of complicated rules that frame the way that electricity is bought and sold in the deregulated wholesale market. Through a process of negotiation and deliberation within committees of interested parties, the ERCOT stakeholder process is constantly reviewing and revising these rules, known as the ERCOT protocols. Most of the issues addressed at ERCOT are addressed nowhere else—the Public Utility Commission has largely delegated these issues to the ERCOT stakeholder process.

WHAT ROLE DO CITIES PLAY IN THE ERCOT PROCESS?

Consumers, such as cities and other political subdivisions, have a voice in ERCOT's decision-making process. Each segment of the ERCOT market has a vote on issues before ERCOT, through its representatives on the Technical Advisory Committee ("TAC") and the Board of Directors ("Board").

TAC and the Board are the bodies responsible for making the most important decisions about the detailed workings of the ERCOT market. These decisions can have bottom-line impacts on electricity prices. A total of 125 cities and other political subdivisions joined ERCOT in 2020. With this membership strength, cities successfully elected two city representatives to TAC and one director to ERCOT's Board of Directors for 2021. A strong contingent of city members would make continuation of this strong presence likely for 2021.

As you know, consumers in ERCOT face constant efforts by power generators and power marketers to modify the electricity market in ways that would increase prices. In 2021, ERCOT and the PUC will continue their work on several major market redesign initiatives. As a result, Cities' presence in the ERCOT process as a voice for consumers continues to be important.

WHAT DOES AN ERCOT MEMBERSHIP REQUIRE?

It is not difficult to renew your ERCOT membership. A simple form is required, along with payment of a \$100 membership fee. In the pages that follow, you find a guide to completion of the form. We are also available to assist you; please feel welcome to call me (Chris Brewster) at my phone number at the top of this memorandum, or email me at cbrewster@lglawfirm.com.

In order to vote for candidates for the 2021 Technical Advisory Committee and the Board of Directors, **ERCOT must receive your renewal application and \$100 fee by Friday, November 6, 2020.**

In completing the attached form, please note the following:

- Only corporate members may vote in ERCOT matters. In response to **Question No. A.2** on the form, we recommend that cities renew as **Corporate**, rather than associate, members. *[for your convenience, we have already checked this option]*
- On the following list of member cities, you can see which Consumer segment (Small or Large Commercial) your city joined in for 2020. **We recommend that you choose the same segment on Question No. A.4 when renewing your membership for 2021.** Please call me (Chris Brewster) at 512-402-4311 (or email: cbrewster@lglawfirm.com) if you have any questions about this.
- For corporate members in the Small or Large Commercial Consumer Segment, the renewal fee is **\$100**. The form designates how the payment is to be made in paragraph A.3.
- In response to **Question No. A.5, please designate as your authorized representative** an employee of your city that can receive notices from ERCOT. ERCOT contacts its members very rarely; this person will not be inundated with emails, but may be asked to vote on important issues from time-to-time. During the coming year, please feel free to forward anything you receive from ERCOT to me at the email address above.
- There is **no need to answer Question No. A.6**, as it is not relevant to cities' memberships in ERCOT.
- Item A.3 on the form states the address at which to mail the form to ERCOT, but this can also be done by **email: membership@ercot.com**. Please note that if you submit your application via email, **you must still send the \$100 fee to ERCOT by wire transfer**. Due to precautions in place related to COVID-19, ERCOT is requiring submission of all Annual Member Dues by wire transfer; ERCOT is NOT accepting credit card or check payments this year. Contact ERCOT at membership@ercot.com for electronic funds transfer instructions. If payment by wire presents a difficulty for you, please contact Chris Brewster by email at cbrewster@lglawfirm.com, or at (512) 402-4311.
- After you have sent your application to ERCOT, please forward a copy of your application to us at cbrewster@lglawfirm.com or fax (512) 472-0532. This will help us track pending applications, and will allow us to follow up with ERCOT if issues arise.

Please feel free to call or email us if you have any questions in completing the form or about ERCOT in general.

ERCOT Member Cities

October 2, 2020

Page 3

SMALL COMMERCIAL

1. Aransas Co. Municipal Utility District No. 1
2. City of Benbrook
3. City of Breckenridge
4. City of Bridgeport
5. City of Burkburnett
6. City of Cedar Hill
7. City of Celina
8. City of Clear Lake Shores
9. City of Colleyville
10. City of Colorado City
11. City of Copperas Cove
12. City of Corinth
13. City of Crowley
14. City of Dalworthington Gardens
15. City of DeSoto
16. City of Dublin
17. City of Duncanville
18. City of Early
19. City of Eastland
20. City of Ennis
21. City of Everman
22. City of Fate
23. City of Frisco
24. City of Glenn Heights
25. City of Hamilton
26. City of Harker Heights
27. City of Haslet
28. City of Hewitt
29. City of Howe
30. City of Ingleside
31. City of Josephine
32. City of Keller
33. City of Krum
34. City of La Feria
35. City of La Marque
36. City of Lake Worth
37. City of Lancaster
38. City of Lorena
39. City of Morgan's Point
40. City of Murchison
41. City of Oak Point
42. City of Ovilla
43. City of Paris
44. City of Piney Point Village
45. City of Point Comfort
46. City of Portland
47. City of Pottsboro
48. City of Rhome
49. City of River Oaks
50. City of Rotan
51. City of Rowlett
52. City of Sachse
53. City of Saginaw

54. City of Seagoville
55. City of Simonton
56. City of Snyder
57. City of Springtown
58. City of Texas City
59. City of Webster
60. City of Weston Lakes
61. City of Wharton
62. City of White Settlement
63. City of Woodway
64. City of Wylie
65. Town of Fulton
66. Town of Highland Park
67. Town of Laguna Vista
68. Town of Lakeside
69. Town of Prosper
70. Town of Trophy Club
- LARGE COMMERCIAL**
71. Aquilla Water Supply District
72. City of Alamo
73. City of Allen
74. City of Arlington
75. City of Bedford
76. City of Bellmead
77. City of Brownwood
78. City of Canton
79. City of Carrollton
80. City of Cleburne
81. City of Coppell
82. City of Corpus Christi
83. City of Dallas
84. City of Decatur
85. City of Denison
86. City of Euless
87. City of Farmers Branch
88. City of Fort Worth
89. City of Grand Prairie
90. City of Grapevine
91. City of Houston
92. City of Irving
93. City of Killeen
94. City of Kingsville
95. City of Lake Jackson
96. City of Lewisville
97. City of McAllen
98. City of Mercedes
99. City of Mesquite
100. City of Midlothian
101. City of Mont Belvieu
102. City of North Richland Hills
103. City of Odessa
103. City of Richland Hills
104. City of Robinson
105. City of Rockport
106. City of San Angelo

107. City of Seadrift
108. City of Stephenville
109. City of Sugar Land
110. City of Sulphur Springs
111. City of Sweetwater
112. City of Taylor Lake Village
113. City of Temple
114. City of The Colony
115. City of Tyler
116. City of Vernon
117. City of Victoria
118. City of Waco
119. City of Watauga
120. City of Waxahachie
121. City of Wichita Falls
122. Housing Authority of the City of Harlingen dba Harlingen Housing Authority
123. Johnson County Special Utility District
124. South Texas Water Authority
125. Town of Flower Mound



**ELECTRIC RELIABILITY COUNCIL OF TEXAS, INC.
MEMBERSHIP APPLICATION AND AGREEMENT FOR MEMBERSHIP YEAR 2021**

This Membership Application and Agreement for Membership Year 2021 (Agreement) is made and entered into by and between Electric Reliability Council of Texas, Inc. (ERCOT) and _____ (Applicant). In consideration of the mutual covenants contained herein Applicant hereby submits its application for ERCOT Membership (Membership) and agrees to be bound by the obligations of Membership as further described herein and the ERCOT Bylaws. ERCOT will review this application and will provide Member services and benefits described herein, subject to the terms and conditions of this Agreement and the ERCOT Bylaws, provided that Applicant meets the requirements to become an ERCOT Member (Member). This Agreement shall be effective as of the date that ERCOT provides written notice approving this application for Membership Year 2021 (Effective Date).

Capitalized terms that are not defined in this Agreement shall have the meaning as defined in the ERCOT Bylaws, as amended from time to time.

A. Membership Application Information.

1. Legal Name of Applicant.

Provide full corporate name and, if applicable, assumed "doing business as" name, of Applicant applying for Membership.

2. Type of Membership.

Select **ONE** of three available types of Membership below (that is, Corporate, Associate or Adjunct).

Members who are Affiliates (as defined in the ERCOT Bylaws) may hold only one Corporate Membership among such Members.

Other applicants applying for additional ERCOT Memberships, such as an Associate Membership, must use a separate Agreement for each Membership.

The applicable Annual Member Dues listed below for each Membership type provide Corporate Members with voting rights pursuant to the ERCOT Bylaws and entitle Members to services ERCOT provides such as hosting ERCOT meetings, providing Members with necessary information and such other Member services as ERCOT may from time to time offer.

☒ **Corporate.** Voting. \$2,000 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$100 per Membership Year). Corporate Membership includes the right to vote on matters submitted to the general Membership, such as election of Board Directors, election of Technical Advisory Committee (TAC) Representatives and TAC subcommittees, and amendments to the Certificate of Formation (formerly known as the Articles of Incorporation) and the ERCOT Bylaws.

Residential Consumer Members do not elect a Director to represent the Residential Consumer interests as the Public Counsel is mandated to represent these interests as an *ex officio* Director on the Board. The Office of Public Utility Counsel (OPUC) and the appointed Residential Consumer TAC Representative shall be eligible to be Corporate Members without the payment of Annual Member Dues.

☐ **Associate.** Non-voting. \$500 per Membership Year (except Residential and Commercial Consumer Members' Annual Member Dues are \$50 per year). Associate Membership does not provide any voting rights for matters submitted to the general Membership. However, an Associate Member may be elected by Corporate Members to serve as a voting member of the Board, TAC or a TAC subcommittee.

☐ **Adjunct.** Non-voting. \$500 per Membership Year. Applicants not meeting the Segment requirements for Membership may join as Adjunct Members upon Board approval. Adjunct Membership does not provide any voting rights for matters submitted to the general Membership nor any right to be elected or appointed to the Board, TAC or a TAC subcommittee. Adjunct Members shall be bound by the same obligations as other Members.

3. **Payment of Annual Member Dues.**

The applicable Annual Member Dues must be paid and received by ERCOT by the Record Date, as determined pursuant to the ERCOT Bylaws and defined in Section B.3. below, in order for the Member to participate in the elections for the Membership Year 2021. **As a result of the Coronavirus-19 pandemic, ERCOT has implemented a mandatory work-from-home policy for all ERCOT staff not required to be on site to fulfill ERCOT's functions. During this time, ERCOT has reduced staff available to receive, distribute, and manage incoming postal mail, deliveries, faxes on a daily basis. As such, ERCOT requests submission of all Annual Member Dues by wire transfer. Contact ERCOT at membership@ercot.com for electronic funds transfer instructions.**

4. **Segment Eligibility.**

Check **ONE** Segment designation, as further described in the ERCOT Bylaws, for which Applicant believes in good faith that Applicant is eligible.

☐ **Consumer.** Any entity meeting the definition for Residential Consumers, Commercial Consumers or Industrial Consumers as set forth in the ERCOT Bylaws.

Check **ONE** Subsegment designation:

☐ **Residential Consumer.** The appointed Board Director representing residential consumer interests, an organization or agency representing the interests of residential consumers in the ERCOT Region, or the Residential Consumer TAC Representative.

☐ **Small Commercial Consumer.** A commercial consumer having a peak demand of 1000 KW or less (or an organization representing such consumers).

☐ **Large Commercial Consumer** A commercial consumer having a peak demand greater than 1000 KW.

☐ **Industrial Consumer.** An industrial consumer with at least one meter with average monthly demand greater than 1 megawatt consumed within the ERCOT Region engaged in an industrial process.

An entity applying for ERCOT membership as a Residential Consumer, Small Commercial Consumer or Large Commercial Consumer is ineligible if that entity has interests in the electric industry in any other capacity than as an end-use consumer or represents the interests of another entity that has interests in the electric industry in any other capacity than as an end-use consumer.

The three Consumer Directors of the Board have the right to determine Applicant eligibility in the Residential and Commercial Subsegments as provided in the ERCOT Bylaws.

☐ **Cooperative.** An Entity operating in the ERCOT Region that is:

- (i) A corporation organized under Chapter 161 of the Texas Utilities Code or a predecessor statute to Chapter 161 and operating under that chapter;
- (ii) A corporation organized as an electric cooperative in a state other than Texas that has obtained a certificate of authority to conduct affairs in the State of Texas;

- (iii) A cooperative association organized under Chapter 251 of the Texas Business Organizations Code or a predecessor to that statute and operating under that statute; or
- (iv) A River Authority as defined in Tex. Water Code §30.003.

☐ **Independent Generator.** Any entity that is not a Transmission and Distribution Entity (T&D Entity) or an Affiliate of a T&D Entity and that (i) owns or controls generation of at least 10 MW in the ERCOT Region; or (ii) is preparing to operate and control generation of at least 10 MW in the ERCOT Region, and has approval of the appropriate governmental authority, has any necessary real property rights, has given the connecting transmission provider written authorization to proceed with construction and has provided security to the connecting transmission provider.

☐ **Independent Power Marketer.** Any entity that is not a T&D Entity or an Affiliate of a T&D Entity and is registered at the Public Utility Commission of Texas (PUCT) as a Power Marketer to serve in the ERCOT Region.

☐ **Independent Retail Electric Provider (REP).** Any entity that is certified by the PUCT to serve in the ERCOT Region as a Retail Electric Provider under PURA §39.352 and that is not an Affiliate of a T&D Entity.

☐ **Aggregator.** For purposes of Segment classification, an aggregator may register to participate in this Segment if unable to qualify in any other Segment.

☐ **Investor-Owned Utility.**

- (i) An investor-held, for-profit “electric utility” as defined in PURA §31.002(6) that:
 - (a) Operates within the ERCOT Region;
 - (b) Owns 345 kV interconnected transmission facilities in the ERCOT Region;
 - (c) Owns more than 500 pole miles of transmission facilities in the ERCOT Region; or
 - (d) Is an Affiliate of an entity described in (a), (b) or (c); or
- (ii) A public utility holding company of any such electric utility.

☐ **Municipal.** An entity operating in the ERCOT Region that owns or controls transmission or distribution facilities, owns or controls dispatchable generating facilities, or provides retail electric service and is either:

- (i) A municipally owned utility as defined in PURA §11.003 or
- (ii) A River Authority as defined in Tex. Water Code §30.003.

5. Identification of Applicant's Designated Representative and Designated Representative Alternate.

a. Designated Representative.

ERCOT requires Applicant to designate an official representative in order for ERCOT to conduct ERCOT's corporate business (that is, for ERCOT to provide notice to each of its Members and for Members to participate and/or vote at Membership meetings, as applicable). Applicant identifies its designated representative for required notices to ERCOT Members, participation in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

b. Designated Representative Alternate.

In the event that ERCOT is unable to contact Applicant's designated representative for any reason after reasonable attempts, Applicant identifies a designated representative alternate to receive required notices to ERCOT Members and to participate in meetings of the Corporate Members and voting issues, as applicable, as follows:

Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

6. Identification of Other Members who are Affiliates of Applicant.

Applicant identifies other ERCOT Memberships held by Applicant or Affiliates of Applicant, if any (attach extra pages if necessary) as:

(a) Member name: _____
Segment: _____

(b) Member name: _____
Segment: _____

(c) Member name: _____
Segment: _____

B. Membership Agreement.

1. **Membership.** Any entity that qualifies for any of the Segment definitions set forth in the ERCOT Bylaws is eligible for Membership. Members must be an organization that either operates in the ERCOT Region or represents consumers within the ERCOT Region as provided in the ERCOT Bylaws. Members may join as a Corporate, Associate or Adjunct Member subject to the criteria set forth in the ERCOT Bylaws. Applicants must apply for Membership through an authorized officer or agent.

2. **Term.** The Membership Year 2021 begins on January 1, 2021, and ends on December 31, 2021. The term of this Agreement begins on the Effective Date and ends on December 31, 2021.

3. **Record Date.** The record date for Membership Year 2021 is Friday, November 6, 2020 (Record Date). Only applicants who have been approved as Corporate Members for Membership Year 2021 as of the Record Date shall be eligible to cast votes at the Annual Membership Meeting on December 8, 2020, including votes to confirm the 2021 ERCOT Board of Directors who serve from January 1, 2021, through December 31, 2021.

4. **Membership Dues.** Annual Member Dues are provided in the ERCOT Bylaws. Any change in or waiver of Annual Member Dues must be approved pursuant to the procedures set forth in the ERCOT Bylaws. Any change in Member Dues for a particular category of Members shall automatically become effective as to all ERCOT Members without the necessity of amending this Agreement.

All Memberships must be renewed annually. Annual Member Dues renewals shall be due by the Record Date for the annual membership meeting. Annual Member Dues will not be prorated.

Any Applicant may request that the Member's Annual Member Dues be waived for good cause shown.

5. **Application for Membership.** Applicant must submit the following items in order to apply for Membership:

- (i) Payment of the applicable Annual Member Dues; and
- (ii) A copy of this Agreement, signed by an authorized representative of Applicant.

For the reasons stated in Paragraph 3 in connection with the Coronavirus-19 pandemic, ERCOT requests submission of all Annual Member Dues by wire transfer and all signed Applications for Membership by email to Membership@ercot.com.

Upon receipt of payment and a signed copy of this Agreement, ERCOT will promptly notify Applicant of Membership status in writing, whether approved or not.

6. Change of Designated Representative or Designated Representative Alternate. All ERCOT Members shall maintain current contact information on file with ERCOT for their designated representative and designated representative alternate. An ERCOT Member may change its designated representative or designated representative alternate at any time by written request of a duly authorized representative of the ERCOT Member submitted to the ERCOT Legal Department at membership@ercot.com.

7. Changes in Affiliates. All ERCOT Members are required to notify ERCOT of any changes in their Affiliates in accordance with the ERCOT Bylaws.

8. Suspension and Expulsion. All ERCOT Members shall abide by the ERCOT Bylaws, as they may be amended from time to time, and any other rule or regulation duly adopted by the Board of Directors. Any ERCOT Member, who violates any provision of this Agreement, the ERCOT Bylaws, or any other rule or regulation duly adopted by the Board of Directors, may be reprimanded, suspended, and/or expelled in accordance with procedures adopted by the Board of Directors or set forth in the ERCOT Bylaws. Such action will affect all entities deriving Membership privileges through such ERCOT Member. Suspension and expulsion are cumulative and non-exclusive remedies that may be pursued against Applicant or any other ERCOT Member in addition to any other remedy available under the Standard Form Market Participant Agreement, any other agreement executed by the ERCOT Member, or any other applicable statutes, laws, rules, or regulations.

9. Amendment. This Agreement may be amended, modified, superseded, canceled, renewed, or extended and the terms and conditions hereof may be waived only by a written instrument executed by both parties hereto or, in the case of a waiver, by the party waiving compliance.

10. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas that apply to contracts executed in and performed entirely within the State of Texas, without reference to any rules of conflict of laws. Parties consent to the exclusive jurisdiction of Texas.

IN WITNESS WHEREOF, Applicant certifies that:

- (i) Applicant meets the requirements for ERCOT Membership in the Segment designated herein;
- (ii) All information provided herein is true and correct to the best of Applicant's knowledge; and
- (iii) The signatory for Applicant is a representative authorized by Applicant with authority to bind Applicant contractually;
- (iv) Through the signature of its authorized representative below, Applicant agrees to be bound by the terms of this Agreement, the ERCOT Bylaws, applicable ERCOT Protocols, and any other requirements duly adopted by the Board of Directors or required by the Public Utility Commission of Texas or applicable law.

APPLICANT

By: _____

Printed Name: _____

Title: _____

Date: _____



To: City Council

From: Jeffrey J. James, City Manager

Date: October 6, 2020

Subject: Hold a Public Hearing and consider approval of an ordinance creating a Tax Increment Reinvestment Zone within the City of White Settlement.

The City has worked with Petty and Associates to develop a TIRZ to promote a development along key areas within the city. The city is asking the county and college district to also contribute funds to pay for the infrastructure to add or improve infrastructure for future developments.

A separate board will be created in addition to a separate fund to account for all tax revenues received for TIRZ map areas. The city is proposing to contribute 50% of new value added through 2051.

Staff Recommends approval of the TIRZ program.

*REINVESTMENT ZONE NUMBER ONE,
CITY OF WHITE SETTLEMENT, TEXAS
PRELIMINARY PROJECT AND FINANCING PLAN*

(the "Preliminary Plan")

October 6, 2020

1. INTRODUCTION.

1.1 Authority and Purpose. The City of White Settlement, Texas, a Texas home-rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements. An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than 30% of the property in the proposed zone, excluding property that is publicly owned, is "used for residential purposes" (defined by the Act as follows: "... property is used for residential purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds 50% of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 The Proposed Zone. The City is considering the creation of a tax increment reinvestment zone to be known as "*Reinvestment Zone Number One, City of White Settlement, Texas*" (the "Zone") that will include approximately 773.69 acres, which parcels are identified in **Exhibit A** and depicted on **Exhibit B** (the "Property"). The Property is currently zoned Corridor Commercial, Commercial Neighborhood, Medium and Heavy Industrial, Light Industrial and Warehousing, Schools, Single Family Residential, Multi-Family Residential, and Planned Development.. The Property meets the eligibility requirements of the Act. The Property has some undeveloped areas, and due to its size, location, and physical characteristics, redevelopment will not occur solely through private investment in the foreseeable future. Other portions of the Property substantially impairs and arrests the sound growth of the City as it is predominately unproductive or underdeveloped due to factors such as the aging of public infrastructure and the need for economic incentives to attract redevelopment to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, Tarrant County, Texas (the "County"), and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, the County, and to all of the region quality developments.

1.4 Preliminary Plan; Hearing. Before the City may adopt an ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons may speak for or against the creation of the proposed Zone, the boundaries of the proposed Zone, and the concept of tax increment financing, and at which hearing the owners of the Property are given a reasonable opportunity to protest the inclusion of their property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan, the purpose of which is to describe, in general terms, the public works, public improvements, programs, and other projects that will be undertaken and financed by the Zone. A more detailed description of how such public works, improvements, programs, and projects will be undertaken and financed will be determined by the Final Plan (hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone. Upon the closing of the above-referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone (the "Creation Ordinance") if (1) the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, and (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City. Among other provisions required by the Act, the Creation Ordinance will appoint a Board of Directors for the Zone (the "Board").

1.6 Board Recommendations. After the creation of the Zone, the Board will review this Preliminary Plan and approve and recommend to the City Council (1) a *Reinvestment Zone Number One, City of White Settlement, Texas, Final Reinvestment Zone Project and Finance Plan* (as amended from time to time, the "Final Plan"), pursuant to which the City will contribute a portion of its ad valorem tax increment (the "City Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to the costs of public works, public improvements, programs, and other projects benefiting the Zone; (2) a "County Participation Agreement" between the City and the County pursuant to which the County will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the "County Tax Increment") into the TIRZ Fund to pay such costs; and (3) a "College District Participation Agreement" between the City and the Tarrant County College District (the "College District") pursuant to which the College District will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the "College District Tax Increment") into the TIRZ Fund to pay such costs.

1.7 Council Action. The City Council will take into consideration the recommendations of the Board, and will consider approval of the Final Plan, the County Participation Agreement, and the College District Participation Agreement as appropriate. If the County Participation Agreement is approved, the City Council will authorize and direct its execution when the agreement has been approved by the County. If the College District Participation Agreement is

approved, the City Council will authorize and direct its execution when the agreement has been approved by the College District.

2. **DESCRIPTIONS AND MAPS.**

2.1 Existing Uses and Conditions. The Property is currently located in the corporate limits of the City and is zoned Corridor Commercial, Commercial Neighborhood, Medium and Heavy Industrial, Light Industrial and Warehousing, Schools, Single Family Residential, Multi-Family Residential, and Planned Development. The Property is underdeveloped, and there is limited and aging public infrastructure to support future development. Development will require more public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed Zone are shown on **Exhibit B**.

2.2 Proposed Uses. A map of the Property and description of the proposed uses of the Property are shown on **Exhibit C**.

2.3 Parcel List. The parcels identified on **Exhibit A** provide sufficient definiteness to identify with ordinary and reasonable certainty the territory included in the Zone.

3. **PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS.** The Property is wholly located in the corporate limits of the City and is subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property, and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure.

4. **RELOCATION OF DISPLACED PERSONS.** No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

5. **ESTIMATED NON-PROJECT COSTS.** Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs includes developer initiated land assembly within the zone for private development and property owner initiatives on private property improvements. Non-project costs cannot be accurately detailed at this point in the TIRZ life, but it is hoped that private sector investment within the Zone will lead to a valuation that will be at least three times the cost of improvements within the Zone.

6. **PROPOSED PUBLIC IMPROVEMENTS.**

6.1 Categories of Public Improvements. The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed by the Zone are as follows: utilities, including water improvements, sanitary sewer improvements, signalization of intersections, freeway ramps, sidewalk, storm drainage and detention improvements, road improvements, landscape and open space improvements, and other public improvements, including associated real estate acquisitions and the clearing and grading of land. All Public Improvements shall be designed and constructed in accordance with all applicable City standards

and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

6.2 Locations of Public Improvements. The estimated locations of the proposed Public Improvements are shown and described on **Exhibit D**. These locations are provided for informational purposes only and may be revised from time to time without amending the Final Plan.

7. ESTIMATED PROJECT COSTS. The total project costs for the Zone (the "Project Costs") include the Administrative Costs (defined below) and the costs of the Public Improvements, which are estimated to be \$12,449,569 in 2020 dollars, as set forth on **Exhibit E**.

7.1 Administrative Costs. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid.

8. ESTIMATED TIME WHEN COSTS ARE TO BE INCURRED. The Administrative Costs will be incurred annually. It is estimated that the remainder of the Project Costs will be incurred during the time intervals set forth on **Exhibit F**.

9. ECONOMIC FEASIBILITY. For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone based on the feasibility study (the "Feasibility Study") prepared by Petty & Associates, Inc., a copy of which is attached as **Exhibit G**. This evaluation focuses only on "direct" financial benefits (i.e., tax revenues from new development in the Zone) and does not take into consideration the "multiplier effect" that will result from new development that occurs outside the Zone. As illustrated in **Exhibit G**, during the term of the Zone, new development that occurs in the Zone (which would not have occurred but for the Zone) will generate approximately \$135.9 million in total new real property tax revenue over the term of the Zone. The taxing units that will participate in and benefit from new development in the Zone will retain approximately \$67.9 million as follows:

City net additional property tax revenue:	\$45.3 million
County net additional property tax revenue:	\$14.5 million
College District net additional property tax revenue:	\$8.0 million

These projections are based on projected new development and redevelopment throughout the TIRZ, and assumes an annual property value inflation factor of 2%, with two years of 0% growth every ten years to simulate a market downturn.

Based on the foregoing, the feasibility of the Zone has been demonstrated. A portion of the new tax revenue generated for all taxing units by new development within the Zone will be retained by those taxing units. The remainder of the new tax revenue generated by new development within the Zone will be available to pay actual Project Costs until the term of the Zone expires or until the Zone is otherwise terminated as hereinafter provided. Upon expiration or termination of the Zone, 100% of all tax revenue generated within the Zone will be retained by the respective taxing units. During the term of the Zone, the City will deposit into the TIRZ Fund each year an amount that equals 50% of the City's real property taxes levied and collected that constitute the City's Tax Increment for that year (\$0.3661 per \$100 valuation of the Captured Appraised Value (defined below) levied and collected for that year). During the term of the Zone, the County will deposit into the TIRZ Fund each year an amount that equals 50% of the County's real property taxes levied and collected that constitute the County Tax Increment for that year (\$0.117 per \$100 valuation of the Captured Appraised Value (defined below) levied and collected for that year). During the term of the Zone, the College District will deposit into the TIRZ Fund each year an amount that equals 50% of the College District's real property taxes levied and collected that constitute the College District Tax Increment for that year (\$0.06509 per \$100 valuation of the Captured Appraised Value (defined below) levied and collected for that year).

10. **ESTIMATED BONDED INDEBTEDNESS.** No bonded indebtedness issued by the City pursuant to the Act is contemplated.

11. **TOTAL APPRAISED VALUE.** The current total appraised value of taxable real property in the Zone is \$305,463,647. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Zone will be \$942,025,311 in 2020 dollars.

12. **ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE CITY.** The amount of the City Tax Increment for a year is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property which is the total taxable value of all real property taxable by the City in the Zone (the "Captured Appraised Value"), less the Tax Increment Base (hereinafter defined) of the Property. The Tax Increment Base of the Property is the total taxable value of all real property in the Zone for the year in which the Zone was designated (the "Tax Increment Base"). The Tax Increment Base of the Property is \$305,463,647, which amount was determined by the Tarrant County Appraisal District (the "Appraisal District") in which the Zone is located in accordance with Section 311.012(c) of the Act. The estimated Captured Appraised Value of the Zone during each year of its existence is set forth in the Feasibility Study and is verified by the Appraisal District. The actual Captured Appraised Value for each year will be used to calculate annual payments by the City into the TIRZ Fund pursuant to the Final Plan.

13. **ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE COUNTY.** The amount of the County Tax Increment for a year is the amount of property taxes levied and collected by the County for that year on the Captured Appraised Value, less the Tax Increment Base. The estimated Captured Appraised Value of the Zone during each year of its existence is set forth in the Feasibility Study and is verified by the Appraisal District. The actual Captured Appraised Value

for each year will be used to calculate annual payments by the County into the TIRZ Fund pursuant to the County Participation Agreement.

14. **ESTIMATED CAPTURED APPRAISED VALUE TAXABLE BY THE COLLEGE DISTRICT.** The amount of the College District Tax Increment for a year is the amount of property taxes levied and collected by the College District for that year on the Captured Appraised Value, less the Tax Increment Base. The estimated Captured Appraised Value of the Zone during each year of its existence is set forth in the Feasibility Study and is verified by the Appraisal District. The actual Captured Appraised Value for each year will be used to calculate annual payments by the College District into the TIRZ Fund pursuant to the College District Participation Agreement.

15. **METHOD OF FINANCING.** The City will, in the future, pay (using the TIRZ Fund) the Project Costs and will construct or cause to be constructed the Public Improvements. The City's approval of the Final Plan, County Participation Agreement, and College District Participation Agreement shall obligate the City to pay from the TIRZ Fund all actual Project Costs, which shall be reviewed and approved by the City, for Project Costs. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, County, or College District, unless otherwise approved by their respective governing bodies, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to 50% of the City's real property taxes levied and collected that constitute the City Tax Increment for that year (\$0.3661 per \$100 valuation of the Captured Appraised Value levied and collected for that year). The County Participation Agreement shall obligate the County to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to 50% of the County's real property taxes levied and collected that constitute the County Tax Increment for that year (\$0.117 per \$100 valuation of the Captured Appraised Value levied and collected for that year). The College District Participation Agreement shall obligate the College District to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to 50% of the College District's real property taxes levied and collected that constitute the College District Tax Increment for that year (\$0.06509 per \$100 valuation of the Captured Appraised Value levied and collected for that year). All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the City Council.

16. **DURATION OF THE ZONE; TERMINATION.** The term of the Zone shall commence immediately upon passage by the City Council of the Creation Ordinance and shall continue until December 31, 2050, with final payment anticipated September 30, 2051. If upon expiration of the stated term of the Zone the Project Costs have not been paid, the City, the County, and the College District shall have no obligation to pay the shortfall. The provisions of this section shall be included in the Creation Ordinance, in the County Participation Agreement, and in the College

District Participation Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

17. **ECONOMIC DEVELOPMENT PROGRAMS.** The City Council and the Board have determined it to be necessary and convenient to the accomplishment of the objectives contained in and in the implementation of the Final Plan to establish and provide for the administration of economic development programs that may be used to incentive retail development. The programs and grants authorized by this Section 17 are authorized by Section 311.010(h) of the Act and by Article III, Section 52-a, Texas Constitution, as amended. Section 311.010(h) of the Act provides that the Board, subject to the approval of the City Council, may establish and provide for the administration of one or more programs as the Board determines is necessary or convenient to implement and achieve the purposes of the Final Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and developing business and commercial activity within the Zone. Such economic development programs may include, to the extent permitted by law, programs to make grants of any lawfully available money from the TIRZ Fund. Such programs are for activities that benefit the Zone and stimulate business and commercial activity in the Zone. This Section 17 is intended to be an economic development program authorized by Section 311.010(h) and by Article III, Section 52-a of the Texas Constitution, as amended. Development of the Zone will further the public purpose of developing and diversifying the economy of the Zone. The City Council and the Board have determined, and it is recognized, that such development will not occur through private investment in the foreseeable future, nor will such development occur only through public participation in the cost of the Public Improvements. All grants that are part of the economic development programs described in this Section 17 serve the public purpose of attracting new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, and increased job opportunities for residents of the City, Tarrant County, and the region, all of which benefit the Zone and the City.

18. **LIST OF EXHIBITS.** Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Parcel List
Exhibit B	Map of Zone and Property
Exhibit C	Proposed Uses of the Property
Exhibit D	Public Improvements
Exhibit E	Estimated Project Costs
Exhibit F	Estimated Time When Costs are to be Incurred
Exhibit G	Feasibility Study

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Exhibit A – Parcel List

TAXPIN	TAD Account	GIS Link
1435-A-3R	42543442	1435-A-3R
17400-4-8-30	14506934	17400-4-8-30
17400-4-8-30	1190571	17400-4-8-30
17400-1-6	4470869	17400-1-6
40870-12-12A	6151418	40870-12-12A
A1444-1E	4188829	A1444-1E
A1294-6N	4126084	A1294-6N
A1331-1Y	14250972	A1331-1Y
A1331-1Y	5238439	A1331-1Y
A1294-6A	4125843	A1294-6A
A1444-2F01	4189108	A1444-2F01
39080-4-1	2781328	39080-4-1
38720-B-B1B	2772558	38720-B-B1B
38720-B-B1B	11295864	38720-B-B1B
38720-B-B1D	40888673	38720-B-B1D
39080-1-9	2781220	39080-1-9
46170-3-2R1B	41184513	46170-3-2R1B
40870-11-8	4772911	40870-11-8
40870-11-7RA	4837231	40870-11-7RA
40870-11-12	4741072	40870-11-12
13844D-1-A	7762909	13844D-1-A
3730-3-17R	10297111	3730-3-17R
3730-3-17R	7355246	3730-3-17R
40870-7-9A	3042677	40870-7-9A
46090-19-1A	14553380	46090-19-1A
46090-19-1A	14308504	46090-19-1A
46090-19-1A	5699169	46090-19-1A
25485-17-12-10	13750356	25485-17-12-10
25485-17-12-10	1728008	25485-17-12-10
40870-10-8	3043878	40870-10-8
40870-10-8	14312803	40870-10-8
40870-10-8	11166673	40870-10-8
515-17-A-A	23310	515-17-A-A
515-17-A-A	14589422	515-17-A-A
25485-D-13	1722387	25485-D-13
46090--4A1A	5679044	46090--4A1A
6137H-2-5	5426774	6137H-2-5
6137H-2-2	5426731	6137H-2-2

TAXPIN	TAD Account	GIS Link
40870-7-11A	3042693	40870-7-11A
27520-8-15A1	1847627	27520-8-15A1
27520-8-15A	13431374	27520-8-15A
27520-8-15A	13673505	27520-8-15A
27520-8-15A	10023089	27520-8-15A
27520-8-15A	11515678	27520-8-15A
27520-8-15A	8401241	27520-8-15A
27520-8-15A	1847619	27520-8-15A
46575-9-1A	3524787	46575-9-1A
24130-3-10	1604872	24130-3-10
25485-1-16	1723243	25485-1-16
25485-B-13	1722107	25485-B-13
25485-C-13	1722255	25485-C-13
25485-E-21	1722557	25485-E-21
25485-G-6	4472195	25485-G-6
25485-F-7	1722611	25485-F-7
25485-F-15	1722662	25485-F-15
25485-D-22R	7053711	25485-D-22R
25485-H-2	1722808	25485-H-2
515-17-B	23329	515-17-B
515-17-B	11662514	515-17-B
515-3-30	22012	515-3-30
515-2-32	21679	515-2-32
24130-3-6	1604821	24130-3-6
40870-12-13B	3044556	40870-12-13B
46410-1-10A	3499855	46410-1-10A
41350-A1	13850792	41350-A1
41350-A1	6349862	41350-A1
15430-12-17	1049151	15430-12-17
28250-1-3	11270306	28250-1-3
28250-1-3	12076317	28250-1-3
28250-1-3	1873814	28250-1-3
46575-2-2A	6996868	46575-2-2A
46575-2-3R	6989241	46575-2-3R
28250-2-4A	4951239	28250-2-4A
39080-1-11	2781247	39080-1-11
39080-1-5	2781182	39080-1-5
3730-4-5	300462	3730-4-5

TAXPIN	TAD Account	GIS Link
3730-2-8	300187	3730-2-8
3730-2-9	300195	3730-2-9
3730-2-1AR	9120270	3730-2-1AR
3730-2-1AR	8402205	3730-2-1AR
3730-2-1AR	5602831	3730-2-1AR
3730-2-11	300217	3730-2-11
3730-2-11	13431269	3730-2-11
46583--1	6023568	46583--1
40870-8-20A1	3043304	40870-8-20A1
25485-1-19	1723278	25485-1-19
25485-1-13R1	5786576	25485-1-13R1
25485-14-9	1726986	25485-14-9
33790-5-C	2328674	33790-5-C
33790-5-K	2328747	33790-5-K
33790-5-14	2328844	33790-5-14
25485-14-40	1727125	25485-14-40
25485-16-3	1727427	25485-16-3
41510-4-6-30	3100987	41510-4-6-30
41510-1-6-10	3100219	41510-1-6-10
40870-7-14D	41446801	40870-7-14D
A1673-2B01C1	41484681	A1673-2B01C1
46170-4-1B	14215671	46170-4-1B
46170-4-1B	4837444	46170-4-1B
46170-4-1B	9639365	46170-4-1B
46170-1-1R	14566431	46170-1-1R
46170-1-1R	11224169	46170-1-1R
46170-1-1R	11416033	46170-1-1R
46170-1-1R	11416041	46170-1-1R
46170-1-1R	7257007	46170-1-1R
46170-1-1R	7734549	46170-1-1R
46170-1-1R	3447324	46170-1-1R
40870-10-13R1	42027410	40870-10-13R1
40870-10-13R3	42027436	40870-10-13R3
25485-1-8	1723162	25485-1-8
46170-4-3BR2	41588967	46170-4-3BR2
37238-1-1B1	11190760	37238-1-1B1
37238-1-1B1	6769934	37238-1-1B1
37238-1-1R	6131492	37238-1-1R
1435-A-1R3	42543434	1435-A-1R3
40870-9-13A	4772946	40870-9-13A

TAXPIN	TAD Account	GIS Link
25485-F-3	4472179	25485-F-3
40870-9-12E	3043517	40870-9-12E
40870-9-12A	3043584	40870-9-12A
40870-8-E	3043029	40870-8-E
33790-5-D	2328682	33790-5-D
33790-5-H	2328720	33790-5-H
33790-1-6	2328151	33790-1-6
33790-9-10	2329174	33790-9-10
33790-5-M	2328763	33790-5-M
25485-J-5	1722980	25485-J-5
25485-B-9	1722085	25485-B-9
25485-1-10	1723189	25485-1-10
25485-1-12	1723200	25485-1-12
25485-14-11	1727001	25485-14-11
25485-J-1	1722948	25485-J-1
25485-14-2	1726900	25485-14-2
25485-17-13	1728016	25485-17-13
24130-3-7	1604848	24130-3-7
25485-E-1	1722433	25485-E-1
25485-G-4	1722719	25485-G-4
25485-J-17	1723049	25485-J-17
25485-17-17	1728059	25485-17-17
25485-17-18	1728067	25485-17-18
40870-9-7A	3043444	40870-9-7A
17400-3-3	1190407	17400-3-3
25485-G-12	1722751	25485-G-12
3730-3-13	300357	3730-3-13
3730-4-18R	300594	3730-4-18R
3730-5-7	300667	3730-5-7
3730-4-13R1	300535	3730-4-13R1
515-18-5R	23655	515-18-5R
515-18-7R	23671	515-18-7R
A1444-1E02A	14310738	A1444-1E02A
45857-1-2	14259058	45857-1-2
38720-A-1R1R-10	14294520	38720-A-1R1R-10
3730-3-4	13753304	3730-3-4
6137H-2-8	5426804	6137H-2-8
17400-1-5R	13626620	17400-1-5R
40870-11-9R	13753096	40870-11-9R
46090--12A2C	13863312	46090--12A2C

TAXPIN	TAD Account	GIS Link
3730-2-2AR	13591177	3730-2-2AR
3730-2-2AR	13555030	3730-2-2AR
23930-1-2	12198609	23930-1-2
28260-6-10	11653582	28260-6-10
37238-1-2R	11661364	37238-1-2R
40870-11-9R	13431412	40870-11-9R
40870-11-9R	12183636	40870-11-9R
40870-11-9R	10988114	40870-11-9R
46090--12A2C	10607838	46090--12A2C
40870-11-9R	14312838	40870-11-9R
A 262-1A02A	8411379	A 262-1A02A
46090--12A2C	8402752	46090--12A2C
46090--16C	9125698	46090--16C
3730-1-3R	42332069	3730-1-3R
46170-2-1	41718771	46170-2-1
45857-1-2	41730917	45857-1-2
17400-1-5R	41293258	17400-1-5R
37238-1-2R	11381825	37238-1-2R
38720-A-1R1R-10	41183010	38720-A-1R1R-10
25485-G-9	4472209	25485-G-9
40870-11-9R	41185951	40870-11-9R
A1673-2B01C	40025314	A1673-2B01C
3730-3-9R	40193276	3730-3-9R
A1444-1E01	6510620	A1444-1E01
46090-19-19A3	5679125	46090-19-19A3
37238-1-2R	6131484	37238-1-2R
38720-E-3	40445941	38720-E-3
46170-4-2	6178421	46170-4-2
23930-1-2	6255817	23930-1-2
25485-14--09	6287085	25485-14--09
46090--16C	5228115	46090--16C
A 889-3A	4772679	A 889-3A
3730-2-2AR	5602890	3730-2-2AR
46090--16C	5228123	46090--16C
A1673-2A	4772660	A1673-2A
28250-2-2	4773519	28250-2-2
A1444-2G	4518241	A1444-2G
25485-16-1B	4992156	25485-16-1B
A1444-1C01	4188640	A1444-1C01
A1444-1E02A	4188853	A1444-1E02A

TAXPIN	TAD Account	GIS Link
A 262-1A02A	3798267	A 262-1A02A
46090-19A2	3436039	46090-19A2
46090--12A2C	3435849	46090--12A2C
46090--21	3436098	46090--21
40870-8-16C	3043223	40870-8-16C
40870-10-7-11	3043835	40870-10-7-11
36990-14-11	2641313	36990-14-11
46170-3-1R	3447375	46170-3-1R
28250-1-4	1873822	28250-1-4
28260-6-10	1875086	28260-6-10
40870-6B-B1	3042537	40870-6B-B1
3730-3-4	300292	3730-3-4
3730-2-7-10	300160	3730-2-7-10
3730-2-10	300209	3730-2-10
3730-4-3	300446	3730-4-3
515-20-A1	23752	515-20-A1
515-3-32-30	22020	515-3-32-30
6137H-1-3	5426499	6137H-1-3
25485-D-25R	40096661	25485-D-25R
40870-12-7A2	6151361	40870-12-7A2
25485-1-13R2	5786886	25485-1-13R2
6137H-2-12	5426847	6137H-2-12
6137H-1-6	5426669	6137H-1-6
6137H-1-9	5426715	6137H-1-9
6137H-2-3	5426758	6137H-2-3
25485-H-13	4472241	25485-H-13
41510-4-4	4325605	41510-4-4
A1294-6Q	4126106	A1294-6Q
33790-1-10	2328208	33790-1-10
33790-5-E	2328690	33790-5-E
25485-B-17	1722123	25485-B-17
25485-1-18	1723251	25485-1-18
25485-E-5	1722468	25485-E-5
25485-F-1	1722565	25485-F-1
25485-H-18	1722913	25485-H-18
25485-14-14	1727044	25485-14-14
25485-14-12	1727028	25485-14-12
25485-14-33R	1727109	25485-14-33R
25485-C-11	1722247	25485-C-11
25485-D-17	1722395	25485-D-17

TAXPIN	TAD Account	GIS Link
25485-E-11	1722506	25485-E-11
25485-J-11	1723014	25485-J-11
25485-J-15	1723030	25485-J-15
17400-3-5	1190423	17400-3-5
33790-1-13	2328232	33790-1-13
33790-9-11	2329182	33790-9-11
17400-2-4	1190326	17400-2-4
25485-14-36	1727117	25485-14-36
25485-B-15	1722115	25485-B-15
25485-H-7	1722840	25485-H-7
25485-16-9	1727494	25485-16-9
41510-1-7-11	3100235	41510-1-7-11
24130-3-5	1604813	24130-3-5
3730-4-12R	300527	3730-4-12R
40870-6-9B	13880268	40870-6-9B
27520-8-15A1A	13711741	27520-8-15A1A
7176-1-1	12017493	7176-1-1
45857-1-1	11104791	45857-1-1
3730-1-1A	10531068	3730-1-1A
515-4-13	9747648	515-4-13
37238-1-2AR1	42446820	37238-1-2AR1
23930-1-4	11177101	23930-1-4
45857-1-1	11161205	45857-1-1
45857-1-1	41730909	45857-1-1
27520-7-8	42113685	27520-7-8
30707---04	40652408	30707---04
3730-1-1A	10531041	3730-1-1A
40109-1-1	7762917	40109-1-1
515-4-3	10921060	515-4-3
46090-3-1R	6836054	46090-3-1R
25485-17-22R1	6350747	25485-17-22R1
46090-14-2R1	7762887	46090-14-2R1
46090-13-13A1D	6820387	46090-13-13A1D
40870-6-9B	6510639	40870-6-9B
515-1-1RB	6023622	515-1-1RB
46090-19--04	4993632	46090-19--04
3730-1-10A	5696364	3730-1-10A
A1673-2B01A	5675995	A1673-2B01A
23930-1-4	6255841	23930-1-4
46583--2	6023576	46583--2

TAXPIN	TAD Account	GIS Link
38720-F-B	4879678	38720-F-B
46090-18-1	5599032	46090-18-1
46090--22	5599156	46090--22
A1444-1E06	4188896	A1444-1E06
17400-4-3R	4739957	17400-4-3R
27520-20-A1R	4837010	27520-20-A1R
A 636-3	3912558	A 636-3
3730-1-1G	5303400	3730-1-1G
A1173-1E	4772733	A1173-1E
40870-10-10	3043894	40870-10-10
46090-12-1	3435652	46090-12-1
A1673-2C	4262913	A1673-2C
46575-2-3A	3523675	46575-2-3A
46090--12A2	4476107	46090--12A2
36990-14-8	2641283	36990-14-8
39080-1-2	2781158	39080-1-2
46090--15	3435970	46090--15
46090--20A	3436063	46090--20A
28250-2-1	1873946	28250-2-1
46410-5-8A	3500594	46410-5-8A
17400-3-10	1190490	17400-3-10
40870-11-10-10	4475690	40870-11-10-10
28260-6-11	1875094	28260-6-11
27520-8-15A1A	1847635	27520-8-15A1A
515-4-13	22071	515-4-13
515-4-3	22047	515-4-3
46090--4B	3435717	46090--4B
17400-3-7	1190466	17400-3-7
17400-2-9	1190377	17400-2-9
3730-4-11R	300519	3730-4-11R
3730-1-1A	300063	3730-1-1A
3730-2-14	300233	3730-2-14
3730-5-1A-A	300616	3730-5-1A-A
3730-3-14	300365	3730-3-14
3730-4-15R	300551	3730-4-15R
40870-10-10	12183822	40870-10-10
27520-7-8	11361484	27520-7-8
7176-1-1	41144945	7176-1-1
17400-3-5	8503478	17400-3-5
38720-F-B	9308342	38720-F-B

TAXPIN	TAD Account	GIS Link
40870-6-9B	9593365	40870-6-9B
39080-1-10	2781239	39080-1-10
46090--22	12731536	46090--22
46090-19--04	11503807	46090-19--04
A1444-1E06	14410465	A1444-1E06
45857-1-1	14286462	45857-1-1
515-1-1RB	13788205	515-1-1RB
40870-10-13R4	42027444	40870-10-13R4
39080-4-2	40797015	39080-4-2
47235-1-1R	42258501	47235-1-1R
33790-5-J	42500051	33790-5-J
6137H-1-7	5426693	6137H-1-7
A1294-6S	4126122	A1294-6S
46410-9-9	3500942	46410-9-9
46410-9-8	3500934	46410-9-8
40870-9-12D	3043525	40870-9-12D
40870-10-7-13	3043851	40870-10-7-13
40870-8-A-70	3042960	40870-8-A-70
40870-8-D	3043010	40870-8-D
39080-1-7	2781204	39080-1-7
40870-8-C	3043002	40870-8-C
33790-5-B	2328666	33790-5-B
6137H-2-10	5426820	6137H-2-10
33790-5-L	2328755	33790-5-L
33790-5-7	2328828	33790-5-7
33790-5-N	2328771	33790-5-N
33790-5-J	2328739	33790-5-J
33790-9-1	2329085	33790-9-1
25485-16-8	1727486	25485-16-8
25485-14-13	1727036	25485-14-13
25485-16-4	1727435	25485-16-4
25485-C-9	1722239	25485-C-9
25485-F-5	1722603	25485-F-5
25485-H-20	1722921	25485-H-20
25485-J-19	1723057	25485-J-19
25485-1-9	1723170	25485-1-9
25485-B-19	1722131	25485-B-19
25485-J-13	1723022	25485-J-13
17400-1-8	1190229	17400-1-8
25485-G-15	1722778	25485-G-15

TAXPIN	TAD Account	GIS Link
25485-H-1	1722794	25485-H-1
3730-4-1	300411	3730-4-1
3730-4-8	300489	3730-4-8
515-18-2	23620	515-18-2
515-18-8	23698	515-18-8
515-3-29	22004	515-3-29
A1444-1C03	14536060	A1444-1C03
33790-9-4	2329115	33790-9-4
46090-17-1R	14564896	46090-17-1R
25485-17-5	14259139	25485-17-5
25485-17-5	14312919	25485-17-5
405-10-2	14246746	405-10-2
515-4-9	13765922	515-4-9
46090-17-1R	13768247	46090-17-1R
40870-10-7-12	14312811	40870-10-7-12
515-1-1RA2	11725613	515-1-1RA2
25485-17-5	11984414	25485-17-5
46090-17-1R	12076090	46090-17-1R
405-10-2	13753088	405-10-2
40870-12-10R	13664832	40870-12-10R
25485-17-5	13664905	25485-17-5
46090-17-1R	13863819	46090-17-1R
46090-17-1R	12221031	46090-17-1R
515-4-9	10720960	515-4-9
515-2-31	21660	515-2-31
41510-1-5R	11569190	41510-1-5R
46090-5R-1R	14553975	46090-5R-1R
515-4-9	11045221	515-4-9
515-4-4	11268158	515-4-4
23615-1-8A	11064552	23615-1-8A
A 262-1B03A2	11160462	A 262-1B03A2
158B-A-1R	41356632	158B-A-1R
46090--7AR	41504585	46090--7AR
25485-17-5	11725605	25485-17-5
A1444-1C03	14234683	A1444-1C03
40870-11-10-31	9657983	40870-11-10-31
40870-7-9R	6023606	40870-7-9R
A1673-2C01B	6150152	A1673-2C01B
46090-17-1R	6426107	46090-17-1R
405-10-2	5084865	405-10-2

TAXPIN	TAD Account	GIS Link
46090-19-2A2	6973981	46090-19-2A2
38720-F-C	4879686	38720-F-C
A 262-1B03A2	3798437	A 262-1B03A2
40870-12-10R	4991699	40870-12-10R
23930-1-1	6255809	23930-1-1
40870-8-19B	3043290	40870-8-19B
40870-11-10-31	3044254	40870-11-10-31
40870-8-17A	3043274	40870-8-17A
40870-8-16A	3043231	40870-8-16A
40870-10-7-12	3043843	40870-10-7-12
46090--20B	3436071	46090--20B
A1173-1	4080211	A1173-1
A 889-3	4509587	A 889-3
36990-14-13	2641348	36990-14-13
36990-14-10	2641305	36990-14-10
27520-20-A1D	1850245	27520-20-A1D
28260-4-11	1874861	28260-4-11
28260-4-8	1874845	28260-4-8
15430-12-19	1049186	15430-12-19
15430-12-13	1049119	15430-12-13
3730-4-2	300438	3730-4-2
3730-2-7-11	300179	3730-2-7-11
3730-4-9	300497	3730-4-9
515-4-4	22055	515-4-4
515-4-9	22063	515-4-9
515-18-4	23639	515-18-4
23930-1-1	13695282	23930-1-1
405-10-2	13753061	405-10-2
15430-12-12	1049100	15430-12-12
46090--11	3435792	46090--11
25485-14-18R1	6255876	25485-14-18R1
41510-1-5R	6151329	41510-1-5R
3469B-A-1	40689832	3469B-A-1
515-1-1RA2	6315623	515-1-1RA2
A 219-1D02	3786501	A 219-1D02
25485-17-5	5958725	25485-17-5
A1444-1C03	4188675	A1444-1C03
A1444-1E09	4188934	A1444-1E09
A1331-1K	4135423	A1331-1K
23615-1-8A	4836871	23615-1-8A

TAXPIN	TAD Account	GIS Link
25485-17-23R1	6350755	25485-17-23R1
46090-19-2A2	12737631	46090-19-2A2
47929--1B2	5937868	47929--1B2
40870-8-B-71	6989276	40870-8-B-71
46090--4A1B	7946031	46090--4A1B
A 889-3	9526366	A 889-3
47929--1B2	11161213	47929--1B2
46090-5R-1R	41450310	46090-5R-1R
46090-13-13BR2	41437810	46090-13-13BR2
46090--12R1B	42555009	46090--12R1B
17400-2-8R	42447826	17400-2-8R
A 262-1B03A2	8290865	A 262-1B03A2
46090-17-1R	9309330	46090-17-1R
A 889-3	8402418	A 889-3
A 262-1B03A2	11434597	A 262-1B03A2
40870-10-13R2	42027428	40870-10-13R2
40870-12-7C	6038301	40870-12-7C
6137H-2-7	5426790	6137H-2-7
6137H-1-8	5426707	6137H-1-8
40870-11-7RC	4837266	40870-11-7RC
46410-3-9	3500241	46410-3-9
39080-1-6	2781190	39080-1-6
39080-1-8	2781212	39080-1-8
40870-9-13B	6273297	40870-9-13B
39080-3-1	2781271	39080-3-1
33790-9-8	2329158	33790-9-8
33790-9-13	2329204	33790-9-13
24130-3-1A-30	1604783	24130-3-1A-30
33790-1-11	2328216	33790-1-11
33790-5-F	2328704	33790-5-F
33790-9-2	2329093	33790-9-2
40870-10-7-10	3043827	40870-10-7-10
33790-1-3	2328127	33790-1-3
33790-5-O	2328798	33790-5-O
33790-9-12	2329190	33790-9-12
33790-1-7	2328178	33790-1-7
33790-1-9	2328194	33790-1-9
33790-5-6	2328801	33790-5-6
33790-9-5	2329123	33790-9-5
25485-D-21	1722409	25485-D-21

TAXPIN	TAD Account	GIS Link
3730-4-21	300608	3730-4-21
46575-2-1R	13711709	46575-2-1R
38720-DR	11718994	38720-DR
515-21-A	12374865	515-21-A
515-21-A	12374873	515-21-A
46575-2-1R	12076333	46575-2-1R
10046T-A-1	10474439	10046T-A-1
23930-1-3	13665642	23930-1-3
28260-4-9	10838112	28260-4-9
8661-1-1	10107444	8661-1-1
38720-DR	8403716	38720-DR
46090--12R1A	42554991	46090--12R1A
23615-1-8CR	9526447	23615-1-8CR
515-18-9A	8403619	515-18-9A
47235-1-A2	41559835	47235-1-A2
40870-1-3R2	42125128	40870-1-3R2
27520-7-9	42113693	27520-7-9
40870-8-19A	41676149	40870-8-19A
1435--2	41234790	1435--2
46090-13-13BR1	41437802	46090-13-13BR1
A1298-3D03	40845990	A1298-3D03
21343-1-1R	41436776	21343-1-1R
10046T-A-1	41709640	10046T-A-1
10046T-A-3	41709667	10046T-A-3
23615-1-8CR	7059841	23615-1-8CR
38720-A-1R1R-11	41183029	38720-A-1R1R-11
25485-B-11	1722093	25485-B-11
46170-4-6	6178472	46170-4-6
46090--3	5692210	46090--3
A1173-1J	4772725	A1173-1J
A1444-1C	4188632	A1444-1C
A1444-2E	4189086	A1444-2E
25485-C-15	1722263	25485-C-15
25485-E-19	1722549	25485-E-19
25485-H-17	1722905	25485-H-17
46090-19-2A1	3436136	46090-19-2A1
46090--20B1	4996852	46090--20B1
46090-19A	3436020	46090-19A
39080-1-4	2781174	39080-1-4
38720-E-1	2772620	38720-E-1

TAXPIN	TAD Account	GIS Link
40870-8-17B	3043266	40870-8-17B
39080-4-3	2781336	39080-4-3
40870-9-9	3043460	40870-9-9
40870-6-10A	3042456	40870-6-10A
28250-2-3	1873962	28250-2-3
28260-4-9	1874853	28260-4-9
27520-20-12A1-B	1850407	27520-20-12A1-B
40870-8-16B	3043258	40870-8-16B
15900-1-10	1079271	15900-1-10
25485-17-1-30	1727974	25485-17-1-30
25485-J-7	1722999	25485-J-7
25485-H-5	1722832	25485-H-5
25485-14-10	1726994	25485-14-10
25485-16-7	1727478	25485-16-7
3730-2-12R	300225	3730-2-12R
3730-5-9	300675	3730-5-9
15430-12-16	1049143	15430-12-16
38720-DR	6417019	38720-DR
8661-1-1	6457398	8661-1-1
27520-8-15A1C	1847651	27520-8-15A1C
46575-2-1R	6038360	46575-2-1R
23930-1-3	6255833	23930-1-3
515-21-A	24074	515-21-A
515-18-9A	23701	515-18-9A
46090--16B	7250045	46090--16B
24130-3-1R	42128232	24130-3-1R
15900-1-10	10988130	15900-1-10
15900-1-10	14313079	15900-1-10
3730-3-10	300322	3730-3-10
46170-4-6	14542892	46170-4-6
515-2-1-11	21334	515-2-1-11
515-18-1	23604	515-18-1
515-20-B-10	23795	515-20-B-10
3730-3-11R	41683188	3730-3-11R
31784M-2-26	41254821	31784M-2-26
46410-7-8	3500756	46410-7-8
41510-4-7-10	3100995	41510-4-7-10
40870-8-B-70	3042995	40870-8-B-70
40870-12-8	3044467	40870-12-8
25485-D-20	7124635	25485-D-20

TAXPIN	TAD Account	GIS Link
33790-1-12	2328224	33790-1-12
33790-5-G	2328712	33790-5-G
25485-E-4	1722441	25485-E-4
25485-17-15	1728032	25485-17-15
25485-E-9	1722492	25485-E-9
25485-H-3	1722816	25485-H-3
25485-J-9	1723006	25485-J-9
24130-3-3A-30	1604791	24130-3-3A-30
40870-10-12	3043916	40870-10-12
17400-2-5	1190334	17400-2-5
24130-3-9	1604864	24130-3-9
17400-1-9	1190237	17400-1-9
40870-12-9	14313044	40870-12-9
A1355-2	14259198	A1355-2
A1355-2	14259171	A1355-2
46575-2-2B	13895362	46575-2-2B
46575-2-2B	13895389	46575-2-2B
6185-1-1	14286446	6185-1-1
46575-2-2B	13830422	46575-2-2B
40870-7-8R	13441981	40870-7-8R
A1355-2	13750313	A1355-2
6185-1-1	13567683	6185-1-1
405-10-1	13711725	405-10-1
47929--1ABR	13741322	47929--1ABR
28260-6-13R	13590855	28260-6-13R
46090-17-2R	11661305	46090-17-2R
405-10-1	11678712	405-10-1
405-10-1	11675845	405-10-1
40870-11-13	11651733	40870-11-13
47929--1ABR	11666528	47929--1ABR
6185-1-1	11161191	6185-1-1
6185-1-1	11355794	6185-1-1
38720-F-A	10293086	38720-F-A
405-9-1	10996990	405-9-1
6185-1-1	11651644	6185-1-1
A1355-2	11077875	A1355-2
6185-1-1	14292683	6185-1-1
47929--1ABR	10362851	47929--1ABR
47929--1ABR	10616993	47929--1ABR
3730-3-11R	14247017	3730-3-11R

TAXPIN	TAD Account	GIS Link
3730-1-1R2	42332042	3730-1-1R2
39080-3-2	4900847	39080-3-2
10046T-A-2	8403031	10046T-A-2
46170-4-3AR2	42317825	46170-4-3AR2
3730-1-2R	42332051	3730-1-2R
6185-1-1	14283927	6185-1-1
6185-1-1	14288783	6185-1-1
10046T-A-2	10996079	10046T-A-2
46090-14-3R1	42009021	46090-14-3R1
10046T-A-2	41709659	10046T-A-2
46090--7BR	41504593	46090--7BR
46170-4-3BR1	41502396	46170-4-3BR1
31784M-1-1	41254538	31784M-1-1
38720-A-1R2	7712790	38720-A-1R2
40870-7-12R2	7745745	40870-7-12R2
46575-2-2B	6996876	46575-2-2B
25485-H-8	4472217	25485-H-8
46090--16A	6770029	46090--16A
46090-17-2R	6426115	46090-17-2R
6185-1-1	6575986	6185-1-1
40870-7-11B	6510647	40870-7-11B
47929--1ABR	6498949	47929--1ABR
40870-7-8R	6023592	40870-7-8R
40870-8-20A2	7281471	40870-8-20A2
405-10-1	4991931	405-10-1
38720-C-2	5757207	38720-C-2
405-9-1	5084725	405-9-1
3730-2-15	5712645	3730-2-15
40870-12-9	5629284	40870-12-9
28260-6-13R	4740475	28260-6-13R
40870-11-13	4741080	40870-11-13
405-8-12	5164311	405-8-12
47235-1-A1	5402328	47235-1-A1
41510-4-5-11	4475992	41510-4-5-11
46170-4-1A	6341993	46170-4-1A
A1444-2F	4189094	A1444-2F
28260-6-13R	10997385	28260-6-13R
40870-9-12F	4475623	40870-9-12F
46090--8	3435768	46090--8
46410-3-10-30	3500268	46410-3-10-30

TAXPIN	TAD Account	GIS Link
38720-F-A	2772671	38720-F-A
40870-9-11A	3043487	40870-9-11A
A1355-2	4143469	A1355-2
39080-1-1A-B	2781131	39080-1-1A-B
27520-8-15B	1847678	27520-8-15B
28250-1-1-30	1873792	28250-1-1-30
17400-3-8	1190474	17400-3-8
25485-1-15	1723235	25485-1-15
17400-3-4	1190415	17400-3-4
17400-1-10	1190245	17400-1-10
15430-12-14	1049127	15430-12-14
36990-13-2-11	2641127	36990-13-2-11
3730-4-6	300470	3730-4-6
40870-12-7BR	7745753	40870-12-7BR
28250-1-7A	6357636	28250-1-7A
40870-12-7D	6038328	40870-12-7D
47235-2-1	5426391	47235-2-1
6137H-2-6	5426782	6137H-2-6
6137H-2-13	5426855	6137H-2-13
6137H-2-9	5426812	6137H-2-9
6137H-1-1	5426456	6137H-1-1
515-3-1-11	4773586	515-3-1-11
A1331-4	4135822	A1331-4
25485-F-4	4472187	25485-F-4
25485-D-18	7127537	25485-D-18
33790-5-8	2328836	33790-5-8
33790-1-14	2328240	33790-1-14
33790-1-4	2328135	33790-1-4
25485-14-15	1727052	25485-14-15
25485-E-13	1722514	25485-E-13
25485-F-12	1722654	25485-F-12
25485-16-6	1727451	25485-16-6
25485-17-16	1728040	25485-17-16
25485-C-21	1722301	25485-C-21
25485-H-15	4472268	25485-H-15
33790-5-A	2328658	33790-5-A
25485-C-19	1722298	25485-C-19
24130-3-8	1604856	24130-3-8
3730-3-2	300284	3730-3-2
515-3-2	21709	515-3-2

TAXPIN	TAD Account	GIS Link
25485-F-9	1722638	25485-F-9
515-2-2	21342	515-2-2
46090-13-13A1-10	14400699	46090-13-13A1-10
46090-13-13A1-10	14566422	46090-13-13A1-10
46090-13-13A1-10	13847600	46090-13-13A1-10
25485-16-1A	13665618	25485-16-1A
40870-1-2RA	12390135	40870-1-2RA
A1444-2G01	14310509	A1444-2G01
46090-13-13A1-10	13847597	46090-13-13A1-10
17400-3-6	11161841	17400-3-6
40870-9-10	11653620	40870-9-10
25485-16-1A	13665626	25485-16-1A
40870-10-11	11161922	40870-10-11
17400-3-9	11662328	17400-3-9
40870-1-3R1	42125110	40870-1-3R1
37238-1-1AR1	42446811	37238-1-1AR1
27520-8-15A1D	14201807	27520-8-15A1D
A1444-1D01	41307070	A1444-1D01
40870-1-2RA	9350969	40870-1-2RA
17400-1-12	9639608	17400-1-12
38720-B-B1A	9526218	38720-B-B1A
3730-3-1	11651725	3730-3-1
17400-2-1	11651881	17400-2-1
46583H-1-A	40088529	46583H-1-A
46170-4-5A1	6498507	46170-4-5A1
2535-1-1	6471846	2535-1-1
46090-13-13A1-10	6973779	46090-13-13A1-10
27520-8-15A1D	4837002	27520-8-15A1D
A 636-2A01	3912531	A 636-2A01
3730-4-10	300500	3730-4-10
25485-1-1RA	42407280	25485-1-1RA
A 262-1J	3798585	A 262-1J
40870-11-11-10	4475704	40870-11-11-10
46090--10A	3435784	46090--10A
40870-1-2RA	6419704	40870-1-2RA
32888-1-1	6183611	32888-1-1
25485-14-1	1726897	25485-14-1
28260-6-8	1875078	28260-6-8
40870-9-11B	3043495	40870-9-11B
17400-1-7	1190210	17400-1-7

TAXPIN	TAD Account	GIS Link
17400-2-1	1190288	17400-2-1
17400-3-6	1190431	17400-3-6
17400-4-1	1190504	17400-4-1
41510-4-5-10	3100979	41510-4-5-10
46090-13-13A2	3435873	46090-13-13A2
A1444-2G01	4518268	A1444-2G01
A1673-3	4262964	A1673-3
17400-3-9	10987800	17400-3-9
3730-3-6	300306	3730-3-6
27520-8-15A1E	7826958	27520-8-15A1E
3730-3-1	300276	3730-3-1
25485-17-9-30	1727990	25485-17-9-30
17400-1-12	1190261	17400-1-12
40870-12-7E	6038336	40870-12-7E
17400-1-11	1190253	17400-1-11
17400-3-9	1190482	17400-3-9
15430-12-18	1049178	15430-12-18
27520-8-15A1B	1847643	27520-8-15A1B
36990-14-14	2641356	36990-14-14
33790-1-1	2328100	33790-1-1
38720-B-B1A	2772531	38720-B-B1A
40870-9-10	3043479	40870-9-10
40870-8-18A	3043282	40870-8-18A
40870-10-11	3043908	40870-10-11
3730-4-16R	300578	3730-4-16R
3730-5-5R	4836359	3730-5-5R
A 262-1A-04	3798232	A 262-1A-04
28250-2-3A	4951220	28250-2-3A
25485-16-1A	4992148	25485-16-1A
17190-8-1	5679117	17190-8-1
46090--4A	5679036	46090--4A
17400-4-5R	4739965	17400-4-5R
38720-C-1R	41574540	38720-C-1R
23930-1-5R	41589084	23930-1-5R
3730-3-6	14310703	3730-3-6
15900-1-1A	42593784	15900-1-1A
40870-7-12R1	40748782	40870-7-12R1
40870-7-12R1	40748774	40870-7-12R1
40870-7-12R1	40192121	40870-7-12R1
40870-7-12R1	40192156	40870-7-12R1

TAXPIN	TAD Account	GIS Link
40870-7-12R1	42114851	40870-7-12R1
40870-7-12R1	42239972	40870-7-12R1
6137H-1-4	5426626	6137H-1-4
6137H-2-1	5426723	6137H-2-1
6137H-2-4	5426766	6137H-2-4
6137H-2-11	5426839	6137H-2-11
6137H-1-2	5426464	6137H-1-2
6137H-1-5	5426650	6137H-1-5
40870-7-12R1	40748839	40870-7-12R1
40870-11-7RB	4837258	40870-11-7RB
A1294-6C	4125886	A1294-6C
A1294-6	4125835	A1294-6
25485-H-9	4472225	25485-H-9
46410-1-9	3499847	46410-1-9
46410-11-8	3501264	46410-11-8
15900-1-1A	5631327	15900-1-1A
33790-9-9	2329166	33790-9-9
33790-9-3	2329107	33790-9-3
25485-H-11	4472233	25485-H-11
25485-B-21	1722158	25485-B-21
33790-1-5	2328143	33790-1-5
25485-1-11	1723197	25485-1-11
25485-C-17	1722271	25485-C-17
25485-G-17	1722786	25485-G-17
25485-E-16	1722530	25485-E-16
17400-3-1	1190385	17400-3-1
25485-G-1	1722689	25485-G-1
25485-J-3	1722972	25485-J-3
33790-9-6	2329131	33790-9-6
3730-4-4	300454	3730-4-4
3730-4-17R1	300586	3730-4-17R1
25485-E-7	1722484	25485-E-7
25485-17-14	1728024	25485-17-14
46090-19-2B	14514767	46090-19-2B
25485-17-8-30	14312561	25485-17-8-30
42373-1-1	14353216	42373-1-1
46090--1A	14202986	46090--1A
40870-7-12R1	14570063	40870-7-12R1
25485-17-8-30	14201581	25485-17-8-30
3730-4-14R	14201823	3730-4-14R

TAXPIN	TAD Account	GIS Link
46170-3-2R1A	13855352	46170-3-2R1A
3730-5R-18R	13549154	3730-5R-18R
40870-7-14R	14560025	40870-7-14R
38720-F-1	11662581	38720-F-1
515-4-1	13432117	515-4-1
46090-14-3R2	12729558	46090-14-3R2
38720-F-1	12731501	38720-F-1
17400-3-2	10197273	17400-3-2
17400-3-2	10183035	17400-3-2
A1444-1C02	10373349	A1444-1C02
515-20-A3	10556052	515-20-A3
A1355-1A	9657428	A1355-1A
46090-14-3R2	42009039	46090-14-3R2
A1444-1C04	8403759	A1444-1C04
3730-5R-18R	11052058	3730-5R-18R
46170-3-2R1C	41184548	46170-3-2R1C
3730-5R-18R	7722001	3730-5R-18R
46170-3-2R1A	41184491	46170-3-2R1A
46090--1	8404089	46090--1
40870-7-12R1	7745737	40870-7-12R1
46170-4-3AR1	42317817	46170-4-3AR1
40870-7-14R	40118304	40870-7-14R
17400-1-1R	41293231	17400-1-1R
158B-A-2R	41356640	158B-A-2R
17190-8-2R	6609236	17190-8-2R
46090-14-2R2	7762895	46090-14-2R2
46170-4-4R	6498515	46170-4-4R
A1298-2A03	6510655	A1298-2A03
42373-1-1	6038395	42373-1-1
46090--4A1A-10	5966949	46090--4A1A-10
40870-8-A-71	6989268	40870-8-A-71
17400-2-3	4470877	17400-2-3
40870-9-13G	4475615	40870-9-13G
46090--1	4476050	46090--1
A1331-1	4135237	A1331-1
A1355-1A	4143132	A1355-1A
38720-F-1	4475380	38720-F-1
46090--2	3435687	46090--2
46090--1A	3435679	46090--1A
A1444-1C02	4188667	A1444-1C02

TAXPIN	TAD Account	GIS Link
A1444-1C04	4188683	A1444-1C04
A1444-1E02	4188845	A1444-1E02
40870-12-13C	3044564	40870-12-13C
40870-9-7	3043436	40870-9-7
40870-12-13A	3044548	40870-12-13A
46090--12A2B	3435830	46090--12A2B
A 219-1B	4772644	A 219-1B
46090-19-2B	4879732	46090-19-2B
41350-A-A2-B	3093913	41350-A-A2-B
36990-14-9	2641291	36990-14-9
38720-B-B1C	2772523	38720-B-B1C
27520-20-12A	1850393	27520-20-12A
25485-17-19	1728075	25485-17-19
36990-13-1-10	2641100	36990-13-1-10
46090--6	3435733	46090--6
36990-14-12	2641321	36990-14-12
3730-1-1G1	5303427	3730-1-1G1
17400-3-2	1190393	17400-3-2
15430-12-15	1049135	15430-12-15
17190-8-3	1181467	17190-8-3
17400-2-2	1190296	17400-2-2
17400-4-2	1190512	17400-4-2
25485-14-32	1727095	25485-14-32
25485-16-2	1727419	25485-16-2
46170-2-2	41718798	46170-2-2
8280-6-25	624551	8280-6-25
25485-17-8-30	1727982	25485-17-8-30
515-20-A3	23779	515-20-A3
515-4-1	22039	515-4-1
3730-4-14R	300543	3730-4-14R
158B-A-2R	11264551	158B-A-2R
40870-9-7	11159200	40870-9-7
24130-3-4	1604805	24130-3-4
33790-1-8	2328186	33790-1-8
33790-1-2	2328119	33790-1-2
33790-9-14	2329212	33790-9-14
A1444-1F	Pending	Pending
1435-A-1R3	42543434	1435-A-1R3

Exhibit B – Map of Proposed Zone and Property

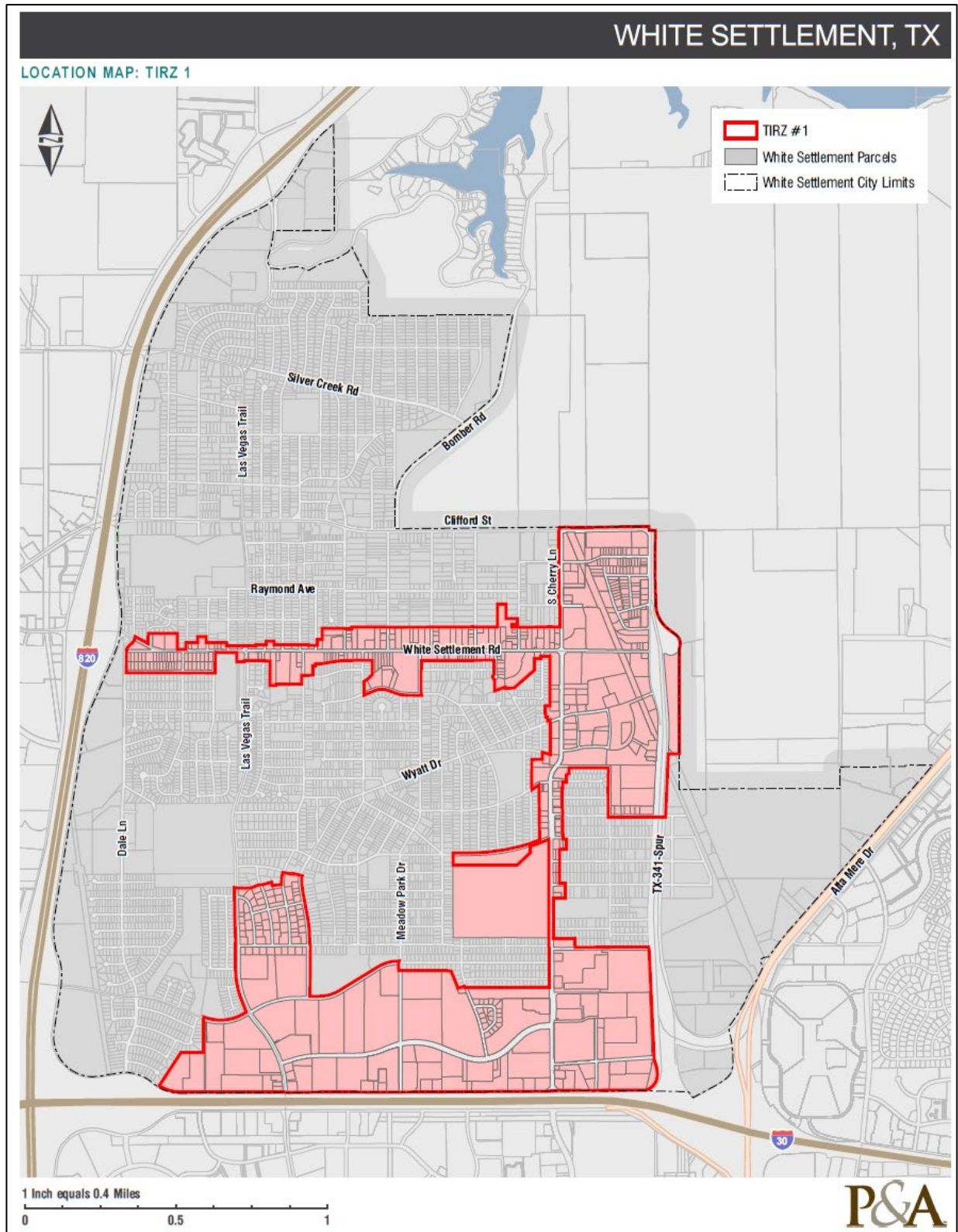


Exhibit C – Proposed Uses of the Property

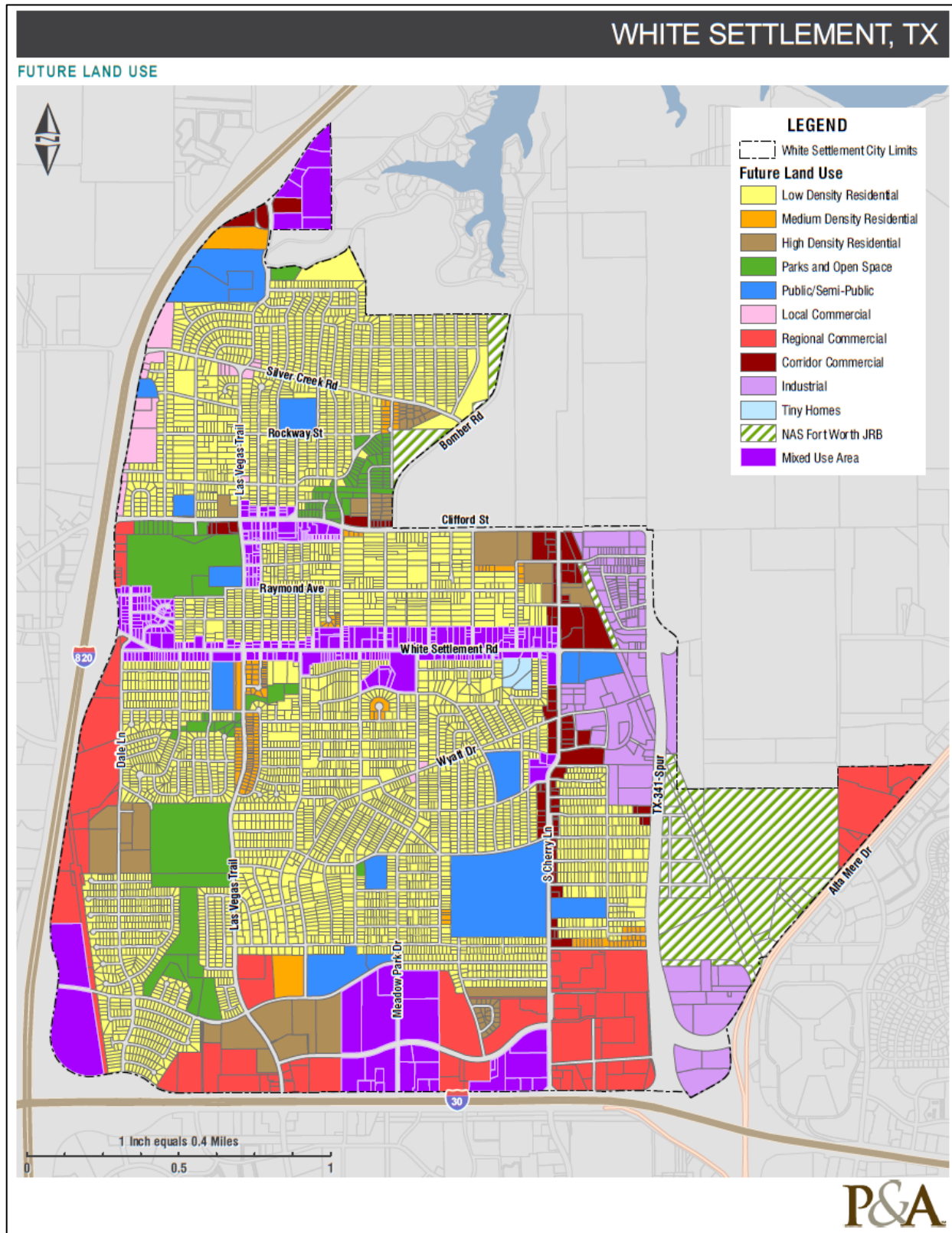


Exhibit D – Public Improvements

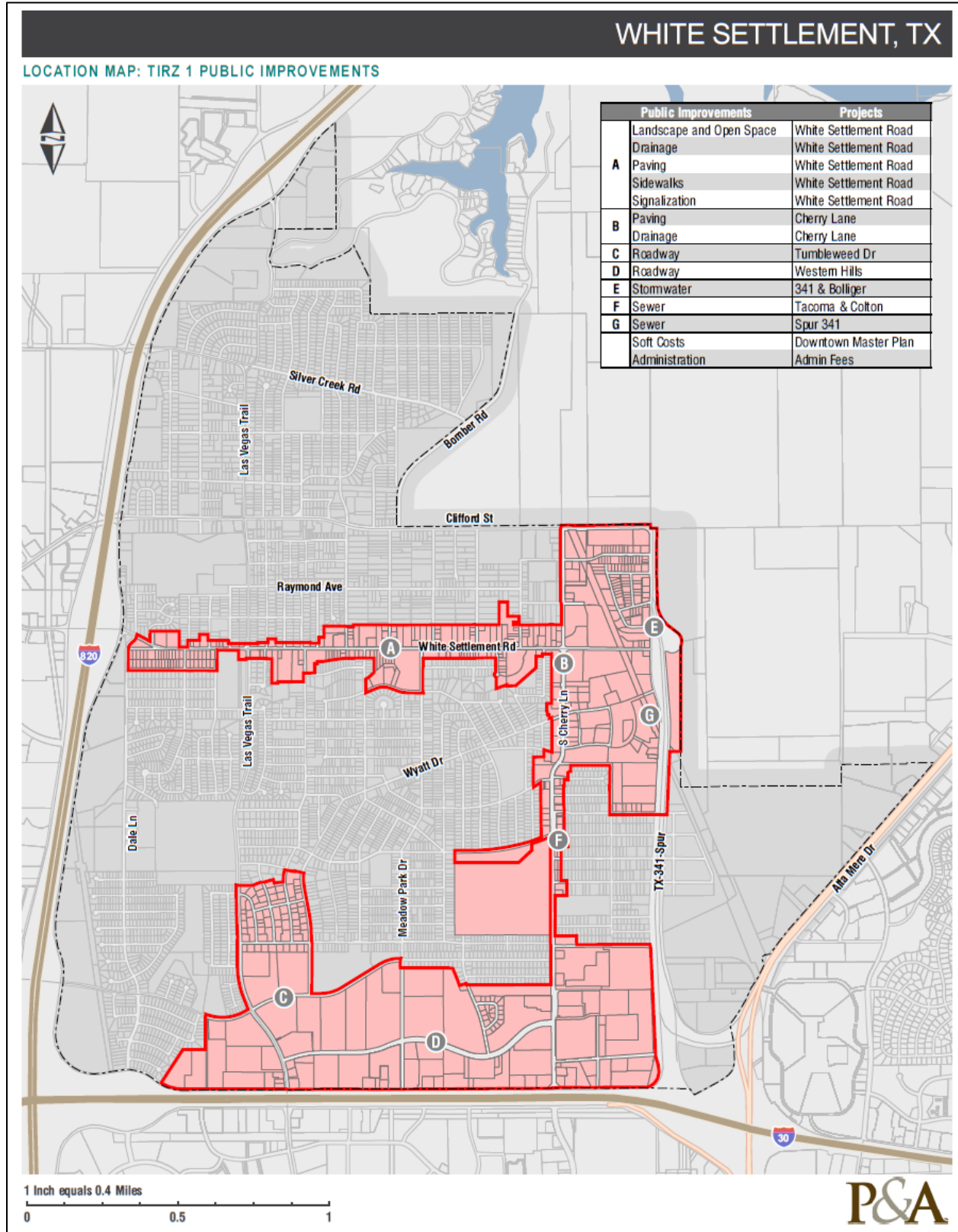


Exhibit E – Estimated Project Costs

City of White Settlement TIRZ No. 1 Project Costs		
Projects	Public Improvements	Cost
White Settlement Road	Landscape and Open Space	\$ 800,000
White Settlement Road	Drainage	\$ 1,500,000
White Settlement Road	Paving	\$ 1,200,000
White Settlement Road	Sidewalks	\$ 600,000
White Settlement Road	Signalization	\$ 400,000
Cherry Lane	Paving	\$ 1,500,000
Cherry Lane	Drainage	\$ 1,500,000
Tumbleweed Dr	Roadway	\$ 500,000
Downtown Master Plan	Soft Costs	\$ 150,000
Western Hills	Roadway	\$ 1,860,000
341 & Bolliger	Stormwater	\$ 511,508
Tacoma & Colton	Sewer	\$ 198,800
Spur 341	Sewer	\$ 1,425,000
Admin Fees	Administration	\$ 304,261
Total		\$ 12,449,569

Exhibit F – Estimated Time When Costs Are to be Incurred

City of White Settlement Estimated Cost Timeline							
Zone Year	Calendar Year	Collection Year	Beginning TIRZ Balance	Admin Fees	Capital Improvements ¹		Ending TIRZ Balance
					Annual	Cumulative	
Base	2020	2021	\$ -	\$ -	\$ -	\$ -	\$ -
1	2021	2022	\$ 33,490	\$ 7,500	\$ -	\$ -	\$ 25,990
2	2022	2023	\$ 93,640	\$ 7,650	\$ -	\$ -	\$ 85,990
3	2023	2024	\$ 188,483	\$ 7,803	\$ -	\$ -	\$ 180,680
4	2024	2025	\$ 695,591	\$ 7,959	\$ -	\$ -	\$ 687,632
5	2025	2026	\$ 1,623,207	\$ 8,118	\$ 800,000	\$ 800,000	\$ 815,089
6	2026	2027	\$ 2,179,744	\$ 8,281	\$ 1,500,000	\$ 2,300,000	\$ 671,463
7	2027	2028	\$ 2,384,698	\$ 8,446	\$ 1,200,000	\$ 3,500,000	\$ 1,176,252
8	2028	2029	\$ 3,094,288	\$ 8,615	\$ 600,000	\$ 4,100,000	\$ 2,485,673
9	2029	2030	\$ 4,547,183	\$ 8,787	\$ 400,000	\$ 4,500,000	\$ 4,138,395
10	2030	2031	\$ 6,225,614	\$ 8,963	\$ 1,500,000	\$ 6,000,000	\$ 4,716,651
11	2031	2032	\$ 6,879,104	\$ 9,142	\$ 1,500,000	\$ 7,500,000	\$ 5,369,961
12	2032	2033	\$ 7,609,153	\$ 9,325	\$ 500,000	\$ 8,000,000	\$ 7,099,828
13	2033	2034	\$ 9,417,294	\$ 9,512	\$ 150,000	\$ 8,150,000	\$ 9,257,783
14	2034	2035	\$ 11,655,088	\$ 9,702	\$ 1,860,000	\$ 10,010,000	\$ 9,785,386
15	2035	2036	\$ 12,264,128	\$ 9,896	\$ 511,508	\$ 10,521,508	\$ 11,742,724
16	2036	2037	\$ 14,304,531	\$ 10,094	\$ 198,800	\$ 10,720,308	\$ 14,095,637
17	2037	2038	\$ 16,742,170	\$ 10,296	\$ 1,425,000	\$ 12,145,308	\$ 15,306,874
18	2038	2039	\$ 18,039,828	\$ 10,502	\$ -	\$ 12,145,308	\$ 18,029,326
19	2039	2040	\$ 20,762,280	\$ 10,712	\$ -	\$ 12,145,308	\$ 20,751,568
20	2040	2041	\$ 23,484,522	\$ 10,926	\$ -	\$ 12,145,308	\$ 23,473,596
21	2041	2042	\$ 26,294,699	\$ 11,145	\$ -	\$ 12,145,308	\$ 26,283,554
22	2042	2043	\$ 29,194,569	\$ 11,367	\$ -	\$ 12,145,308	\$ 29,183,202
23	2043	2044	\$ 32,185,928	\$ 11,595	\$ -	\$ 12,145,308	\$ 32,174,333
24	2044	2045	\$ 35,270,603	\$ 11,827	\$ -	\$ 12,145,308	\$ 35,258,776
25	2045	2046	\$ 38,450,462	\$ 12,063	\$ -	\$ 12,145,308	\$ 38,438,399
26	2046	2047	\$ 41,727,408	\$ 12,305	\$ -	\$ 12,145,308	\$ 41,715,104
27	2047	2048	\$ 45,103,384	\$ 12,551	\$ -	\$ 12,145,308	\$ 45,090,833
28	2048	2049	\$ 48,580,369	\$ 12,802	\$ -	\$ 12,145,308	\$ 48,567,567
29	2049	2050	\$ 52,057,103	\$ 13,058	\$ -	\$ 12,145,308	\$ 52,044,045
30	2050	2051	\$ 55,533,581	\$ 13,319	\$ -	\$ 12,145,308	\$ 55,520,262
					\$ 304,261	\$ 12,145,308	
1) TIRZ Projects will be funded as revenue is available in the TIRZ Fund.							

Exhibit G – Feasibility Study

City of White Settlement
TIRZ No. 1 - Feasibility Analysis

Assumptions

Base Taxable Value: \$ 305,463,647
TIRZ No. 1 % of Taxable Value: 35.88%

Zone Year	Calendar Year	Collection Year	Value % Increase	New Development	Net Taxable Value	Incremental Value	City			County			College District			All Taxing Entities	
							TIRZ Contribution			TIRZ Contribution			TIRZ Contribution			TIRZ Contribution	
							%	Annual	Cumulative	%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative
Base	2020	2021		\$ -	\$ 305,463,647	\$ -	50%	\$ -	\$ -	50%	\$ -	\$ -	50%	\$ -	\$ -	\$ -	\$ -
1	2021	2022	2%	\$ -	\$ 311,572,920	\$ 6,109,273	50%	\$ 22,366	\$ 22,366	50%	\$ 7,148	\$ 7,148	50%	\$ 3,976	\$ 3,976	\$ 33,490	\$ 33,490
2	2022	2023	2%	\$ -	\$ 317,804,378	\$ 12,340,731	50%	\$ 45,179	\$ 67,545	50%	\$ 14,439	\$ 21,587	50%	\$ 8,032	\$ 12,008	\$ 67,650	\$ 101,140
3	2023	2024	2%	\$ -	\$ 324,160,466	\$ 18,696,819	50%	\$ 68,449	\$ 135,995	50%	\$ 21,875	\$ 43,462	50%	\$ 12,169	\$ 24,177	\$ 102,493	\$ 203,633
4	2024	2025	2%	\$ 68,750,000	\$ 399,393,675	\$ 93,930,028	50%	\$ 343,878	\$ 479,872	50%	\$ 109,898	\$ 153,360	50%	\$ 61,134	\$ 85,311	\$ 514,910	\$ 718,544
5	2025	2026	2%	\$ 68,750,000	\$ 476,131,549	\$ 170,667,902	50%	\$ 624,815	\$ 1,104,688	50%	\$ 199,681	\$ 353,041	50%	\$ 111,079	\$ 196,391	\$ 935,576	\$ 1,654,119
6	2026	2027	2%	\$ 68,750,000	\$ 554,404,180	\$ 248,940,533	50%	\$ 911,371	\$ 2,016,059	50%	\$ 291,260	\$ 644,302	50%	\$ 162,023	\$ 358,414	\$ 1,364,655	\$ 3,018,774
7	2027	2028	2%	\$ 52,500,000	\$ 617,992,263	\$ 312,528,616	50%	\$ 1,144,167	\$ 3,160,226	50%	\$ 365,658	\$ 1,009,960	50%	\$ 203,409	\$ 561,823	\$ 1,713,235	\$ 4,732,009
8	2028	2029	2%	\$ 25,000,000	\$ 655,352,109	\$ 349,888,462	50%	\$ 1,280,942	\$ 4,441,168	50%	\$ 409,370	\$ 1,419,330	50%	\$ 227,725	\$ 789,548	\$ 1,918,036	\$ 6,650,045
9	2029	2030	0%	\$ 26,172,500	\$ 681,524,609	\$ 376,060,962	50%	\$ 1,376,759	\$ 5,817,927	50%	\$ 439,991	\$ 1,859,321	50%	\$ 244,759	\$ 1,034,307	\$ 2,061,510	\$ 8,711,555
10	2030	2031	0%	\$ 4,689,800	\$ 686,214,409	\$ 380,750,762	50%	\$ 1,393,929	\$ 7,211,855	50%	\$ 445,478	\$ 2,304,799	50%	\$ 247,812	\$ 1,282,119	\$ 2,087,219	\$ 10,798,774
11	2031	2032	2%	\$ -	\$ 699,938,697	\$ 394,475,050	50%	\$ 1,444,173	\$ 8,656,029	50%	\$ 461,536	\$ 2,766,335	50%	\$ 256,744	\$ 1,538,863	\$ 2,162,453	\$ 12,961,227
12	2032	2033	2%	\$ -	\$ 713,937,471	\$ 408,473,824	50%	\$ 1,495,423	\$ 10,151,451	50%	\$ 477,914	\$ 3,244,250	50%	\$ 265,855	\$ 1,804,718	\$ 2,239,192	\$ 15,200,419
13	2033	2034	2%	\$ -	\$ 728,216,220	\$ 422,752,573	50%	\$ 1,547,697	\$ 11,699,148	50%	\$ 494,621	\$ 3,738,870	50%	\$ 275,149	\$ 2,079,866	\$ 2,317,466	\$ 17,517,885
14	2034	2035	2%	\$ -	\$ 742,780,544	\$ 437,316,897	50%	\$ 1,601,017	\$ 13,300,166	50%	\$ 511,661	\$ 4,250,531	50%	\$ 284,628	\$ 2,364,494	\$ 2,397,306	\$ 19,915,191
15	2035	2036	2%	\$ -	\$ 757,636,155	\$ 452,172,508	50%	\$ 1,655,404	\$ 14,955,569	50%	\$ 529,042	\$ 4,779,573	50%	\$ 294,296	\$ 2,658,791	\$ 2,478,742	\$ 22,393,933
16	2036	2037	2%	\$ -	\$ 772,788,878	\$ 467,325,231	50%	\$ 1,710,878	\$ 16,666,447	50%	\$ 546,771	\$ 5,326,343	50%	\$ 304,159	\$ 2,962,949	\$ 2,561,807	\$ 24,955,739
17	2037	2038	2%	\$ -	\$ 788,244,656	\$ 482,781,009	50%	\$ 1,767,461	\$ 18,433,908	50%	\$ 564,854	\$ 5,891,197	50%	\$ 314,218	\$ 3,277,167	\$ 2,646,533	\$ 27,602,272
18	2038	2039	2%	\$ -	\$ 804,009,549	\$ 498,545,902	50%	\$ 1,825,177	\$ 20,259,085	50%	\$ 583,299	\$ 6,474,496	50%	\$ 324,479	\$ 3,601,646	\$ 2,732,954	\$ 30,335,226
19	2039	2040	0%	\$ -	\$ 804,009,549	\$ 498,545,902	50%	\$ 1,825,177	\$ 22,084,261	50%	\$ 583,299	\$ 7,057,794	50%	\$ 324,479	\$ 3,926,124	\$ 2,732,954	\$ 33,068,180
20	2040	2041	0%	\$ -	\$ 804,009,549	\$ 498,545,902	50%	\$ 1,825,177	\$ 23,909,438	50%	\$ 583,299	\$ 7,641,093	50%	\$ 324,479	\$ 4,250,603	\$ 2,732,954	\$ 35,801,134
21	2041	2042	2%	\$ -	\$ 820,089,740	\$ 514,626,093	50%	\$ 1,884,046	\$ 25,793,484	50%	\$ 602,113	\$ 8,243,206	50%	\$ 334,944	\$ 4,585,547	\$ 2,821,103	\$ 38,622,237
22	2042	2043	2%	\$ -	\$ 836,491,535	\$ 531,027,888	50%	\$ 1,944,093	\$ 27,737,577	50%	\$ 621,303	\$ 8,864,508	50%	\$ 345,620	\$ 4,931,167	\$ 2,911,015	\$ 41,533,252
23	2043	2044	2%	\$ -	\$ 853,221,366	\$ 547,757,719	50%	\$ 2,005,341	\$ 29,742,918	50%	\$ 640,877	\$ 9,505,385	50%	\$ 356,508	\$ 5,287,675	\$ 3,002,726	\$ 44,535,978
24	2044	2045	2%	\$ -	\$ 870,285,793	\$ 564,822,146	50%	\$ 2,067,814	\$ 31,810,732	50%	\$ 660,842	\$ 10,166,227	50%	\$ 367,614	\$ 5,655,289	\$ 3,096,270	\$ 47,632,248
25	2045	2046	2%	\$ -	\$ 887,691,509	\$ 582,227,862	50%	\$ 2,131,536	\$ 33,942,268	50%	\$ 681,207	\$ 10,847,433	50%	\$ 378,943	\$ 6,034,232	\$ 3,191,686	\$ 50,823,934
26	2046	2047	2%	\$ -	\$ 905,445,339	\$ 599,981,692	50%	\$ 2,196,533	\$ 36,138,801	50%	\$ 701,979	\$ 11,549,412	50%	\$ 390,498	\$ 6,424,731	\$ 3,289,010	\$ 54,112,944
27	2047	2048	2%	\$ -	\$ 923,554,246	\$ 618,090,599	50%	\$ 2,262,830	\$ 38,401,631	50%	\$ 723,166	\$ 12,272,578	50%	\$ 402,284	\$ 6,827,015	\$ 3,388,280	\$ 57,501,224
28	2048	2049	2%	\$ -	\$ 942,025,331	\$ 636,561,684	50%	\$ 2,330,452	\$ 40,732,083	50%	\$ 744,777	\$ 13,017,355	50%	\$ 414,306	\$ 7,241,321	\$ 3,489,536	\$ 60,990,759
29	2049	2050	0%	\$ -	\$ 942,025,331	\$ 636,561,684	50%	\$ 2,330,452	\$ 43,062,535	50%	\$ 744,777	\$ 13,762,132	50%	\$ 414,306	\$ 7,655,627	\$ 3,489,536	\$ 64,480,295
30	2050	2051	0%	\$ -	\$ 942,025,331	\$ 636,561,684	50%	\$ 2,330,452	\$ 45,392,988	50%	\$ 744,777	\$ 14,506,909	50%	\$ 414,306	\$ 8,069,933	\$ 3,489,536	\$ 67,969,831
				\$ 314,612,300			\$ 45,392,988			\$ 14,506,909			\$ 8,069,933			\$ 67,969,831	

CITY OF WHITE SETTLEMENT, TEXAS
ORDINANCE NO. [REDACTED]

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER ONE, CITY OF WHITE SETTLEMENT, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND (TIRZ FUND) FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of White Settlement, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

WHEREAS, pursuant to and as required by the Act, the City Council prepared a *Preliminary Project and Finance Plan for Reinvestment Zone Number One, City of White Settlement, Texas* (the "Preliminary Project and Finance Plan") for a proposed tax increment reinvestment zone containing the approximately 773.69 acres described and depicted on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, notice of the public hearing on the creation of the proposed zone was published in the Fort Worth Star Telegram, a newspaper of general circulation within the City, on September 27, 2020, which date is not later than the seventh (7th) day before the public hearing held on October 6, 2020; and

WHEREAS, at the public hearing on October 6, 2020, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the zone; and

WHEREAS, the City has taken all actions required to create the zone including, but not limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws

applicable to the creation of the zone; and

WHEREAS, the City desires to appoint initial members to the board of directors of the zone; and

WHEREAS, terms used in this Ordinance that have their initial letters capitalized shall have the meanings given to them in this Ordinance; however, terms that are **CAPITALIZED IN BOLD** shall have the meanings given to them in the Preliminary Project and Finance Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS:

SECTION 1. FINDINGS.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The City Council finds that the **PUBLIC IMPROVEMENTS** will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

(c) The City Council finds that the proposed zone meets the requirements of Section 311.005(a)(1) of the Act in that:

- (i) there is a need for essential public infrastructure and economic development programs to attract new business and commercial activity to the proposed zone for the purposes of increasing the real property tax base for all taxing units within the zone, increasing sales and use taxes for the City and the State of Texas, and increasing job opportunities for residents of the City and the region; and
- (ii) the reinvestment zone, as defined in **Exhibit A**, meets the criteria for the creation of a reinvestment zone set forth in Section 311.005 of the Act in that the area substantially arrests or impairs the sound growth of the City, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals or welfare in its present condition and use because of the presence of:
 - 1. A substantial number of substandard, slum, deteriorated, or deteriorating structures;

2. The predominance of defective or inadequate sidewalk or street layout;
3. Faulty lot layout in relation to site, adequacy, accessibility or usefulness; or
4. The deterioration of site or other improvements.

(iii) these factors substantially impair and arrest the sound growth of the City.

(d) The City Council finds that the proposed zone is a geographic area 100% within the City's corporate limits.

(e) The City Council finds that not more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, and the total appraised value of taxable real property in the proposed zone does not exceed fifty percent (50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.

(f) The City Council finds that the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

(g) The City Council finds that the Preliminary Project and Finance Plan is feasible.

(h) The City Council finds that the implementation of the Project and Finance Plan (as defined below) will alleviate the conditions described in Section 1(c) above and will serve a public purpose.

SECTION 2. DESIGNATION AND NAME OF THE ZONE. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number One, City of White Settlement, Texas (the "Zone"). The Zone is designated pursuant to Section 311.005(a)(2) of the Act.

SECTION 3. BOARD OF DIRECTORS.

3.1 The City Council hereby creates a board of directors for the Zone (the "Board") consisting of nine members. Six members shall be appointed by the City Council to Places 1,2,3,4, 5 and 6. Place 7 shall be appointed by the Commissioners Court of Tarrant County, Texas (the "County"), if the County participates in the Zone. If the County does not participate in the Zone, the Commissioners Court shall be deemed to have waived its right to appoint such members and the Place goes away. Place 8 shall be appointed by the Board of Trustees for Tarrant County College District (the "College"), if the College participates in the Zone. If the

College does not participate in the Zone, the Board of Trustees shall be deemed to have waived its right to appoint such member and the Place goes away.

3.2 The City Council hereby appoints the following six individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor	(term expires November 2020)
Place 2	Council Place 1	(term expires November 2020)
Place 3	Council Place 2	(term expires November 2022)
Place 4	Council Place 3	(term expires November 2022)
Place 5	Council Place 4	(term expires November 2021)
Place 6	Council Place 5	(term expires November 2021)

Place 7 shall be appointed by the County for a term that expires December 31, 2022.

Place 8 shall be appointed by the College for a term that expires December 31, 2022.

Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of three years. Each year the City Council shall appoint one member of the board to serve as chairman for a term of one year that begins on January 1 of the following year. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

3.3 The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary to implement any Project and Finance Plan approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the **TIRZ FUND** established pursuant to Section 7 of this Ordinance.

3.4 Directors shall not receive any salary or other compensation for their services as directors.

3.5 Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the

Zone, including programs to make grants of land and buildings and make grants from the TIRZ Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

SECTION 4. DURATION OF THE ZONE. The Zone shall take effect immediately upon the passage and approval of this Ordinance. The Zone shall terminate on December 31, 2050 (with final year's tax to be collected by September 30, 2051), unless otherwise terminated in accordance with this section. The City shall have the right to terminate the zone prior to the expiration of its stated term if all of the **PROJECT COSTS** have been paid in full. If upon expiration of the stated term of the Zone, **PROJECT COSTS** have not been paid, neither the City, nor the County, nor shall the Hospital District, nor the College District, have any obligation to pay the shortfall.

SECTION 5. TAX INCREMENT BASE. The "tax increment base" for purposes of calculating the **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, and if the College District participates in the Zone the **COLLEGE DISTRICT TAX INCREMENT**, and means the total appraised value of all real property in the Zone that is taxable by the City and the County, respectively, as of January 1, 2020.

SECTION 6. CAPTURED APPRAISED VALUE. The "captured appraised value" for purposes of calculating the annual **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, and if the College District participates in the Zone the **COLLEGE DISTRICT TAX INCREMENT**, means the total real property value taxable (including increase tax values attributable to changes in use) by a taxing unit for a year and located in the Zone for that year less the tax increment base of the unit.

SECTION 7. TAX INCREMENT FUND. There is hereby created and established a **TIRZ FUND** for the Zone. Within the **TIRZ FUND**, there may be maintained subaccounts as necessary and convenient to carry out the purposes of the Act. The **CITY TAX INCREMENT** and **COUNTY TAX INCREMENT**, and the **COLLEGE DISTRICT TAX INCREMENT** shall be deposited into the **TIRZ FUND** as of the effective date of the Zone. The **TIRZ FUND** and all subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to termination of the Zone, funds shall be disbursed from the **TIRZ FUND** only to pay **PROJECT COSTS**.

SECTION 8. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 9. OPEN MEETINGS. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED, APPROVED, AND ADOPTED ON THIS THE 6th DAY OF OCTOBER 2020.

Ronald White, Mayor

ATTEST:

Amy Arnold, City Secretary

Effective: _____

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

EXHIBIT A

PRELIMINARY PROJECT AND FINANCE PLAN

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To: City Council

From: Sandra Barraza, Code Compliance Clerk,
BAA and P&Z Board Secretary

Date: October 6, 2020

Subject: Hold a Public Hearing and consider a re-plat for Meadow Park Addition -
White Settlement Block 29 Lot 4, more commonly known as 711 Meadow Park
Drive.

On September 15, 2020 the Planning and Zoning held a Public Hearing to Consider a re-plat for MEADOW PARK ADDN-WHT STLMENT Block 29 Lot 4 more commonly known as 711 Meadow Park Drive and for a special use permit request for auto sales, new and used described as WICKSON BENJAMINE F SURVEY ABSTRACT 1673 TRACT 2C, more commonly known as 601 S. Jim Wright Fwy.

Star-Telegram MEDIA

Arlington Citizen-Journal | The Keller Citizen | La Estrella
Mansfield News-Mirror | Star-Telegram Northeast | Weatherford Star-Telegram
star-telegram.com | 808 Throckmorton St. | Ft Worth, Tx. 76102-6315

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
600649	0004744351	CITY OF WHITE SETTLEMENT PLANNING AN		\$927.66	1	53.00 Li

Attention: Sandra Barraza

CITY OF WHITE SETTLEMENT
214 MEADOW PARK DR
FORT WORTH, TX 761082424

CITY OF WHITE SETTLEMENT
PLANNING AND ZONING
COMMISSION AND CITY COUNCIL
NOTICE OF PUBLIC HEARING:
The City of White Settlement
Planning and Zoning Commission and City Council will be
holding public hearings in person and in the alternative and
to the extent permitted by law, by videoconference as follows,
to consider:
- A REPLAT FOR MEADOW
PARK ADDN, BLOCK 29 MORE
COMMONLY KNOWN AS 711
MEADOW PARK DRIVE, WHITE
SETTLEMENT, TARRANT
COUNTY, TEXAS; AND
- A SPECIAL USE PERMIT REQUEST FOR AUTO SALES, NEW
AND USED DESCRIBED AS
WICKSON BENJAMINE F SURVEY, ABSTRACT 1673 TRACT
2C, MORE COMMONLY KNOWN
AS 601 S. JIM WRIGHT FWY.
Planning and Zoning Public Hearing date and time: Tuesday,
September 15, 2020 6:30pm
City Council Public Hearing date and time: Tuesday, October
15, 2020 7:00pm
Location: In Person at City Hall
located at 214 Meadow Park
Drive, White Settlement, Texas
76108. By Videoconference by
accessing the meeting through a
link provided by the City of
White Settlement on the City
website at www.wstx.us no later
than 72 hours prior to the
meeting.
Please email the board secretary at: sbarraza@wstx.us if you
plan to provide public hearing
comments. In lieu of participating in the meeting, you may also
email your public hearing comments to the board secretary at:
sbarraza@wstx.us no later than
one hour prior to the meeting,
and any comments submitted
will be read aloud during the respective public hearing.

CITY OF WHITE SETTLEMENT
PLANNING AND ZONING
COMMISSION AND CITY COUNCIL
NOTICE OF PUBLIC HEARING:
The City of White Settlement
Planning and Zoning Commission and City Council will be
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COMMONLY KNOWN AS 711
MEADOW PARK DRIVE, WHITE
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meeting.
Please email the board secretary at: sbarraza@wstx.us if you
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comments. In lieu of participating in the meeting, you may also
email your public hearing comments to the board secretary at:
sbarraza@wstx.us no later than
one hour prior to the meeting,
and any comments submitted
will be read aloud during the respective public hearing.

THE STATE OF TEXAS

County of Tarrant

Before me, a Notary Public in and for
said County and State, this day
personally appeared VICTORIA
RODELA, Bid and Legal Coordinator
for the Star-Telegram, published by
the Star-Telegram, Inc. at Fort Worth,
in Tarrant County, Texas; and who,
after being duly sworn, did depose
and say that the attached clipping of
an advertisement was published in
the above named paper on the listed
dates:

1 Insertion(s)

Published On:
September 02, 2020



V Rodela

(Principal Clerk)

SUBSCRIBED AND SWORN TO
BEFORE ME, THIS 2nd day of
September in the year of 2020

Supp
Notary Public -



Memo - Agenda Item _____

To: Honorable Mayor and City Council Members

From: Sandra Barraza, Code Compliance Clerk,
P&Z and BAA Board Secretary

Date: September 15, 2020

Subject: Re-plat for 711 Meadow Park Drive and special use permit request for auto sales

On September 15, 2020 the Planning and Zoning held a Public Hearing to Consider a re-plat for MEADOW PARK ADDN-WHT STLMENT Block 29 Lot 4 more commonly known as 711 Meadow Park Drive and for a special use permit request for auto sales, new and used described as WICKSON BENJAMINE F SURVEY ABSTRACT 1673 TRACT 2C, more commonly known as 601 S. Jim Wright Fwy.

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CITY OF WHITE SETTLEMENT
REGULAR MEETING
Planning and Zoning Commission

214 Meadow Park Drive
White Settlement, TX
76108
www.wstx.us

Tuesday, September 15, 2020

6:30 p.m.

Online meeting

THIS MEETING WILL BE HELD VIA VIDEOCONFERENCE

This Notice and Agenda, and Agenda Packet are available on the City's website. The public may access the meeting via the following link:

<https://us02web.zoom.us/j/81483410428?pwd=eVdraVB1b2Vzamg3Wk9kUXhveWMwdz09>

Meeting ID: 814 8341 0428

Passcode: 019803

Please email the board secretary at: sbarraza@wstx.us if you plan to provide comments during citizen participation or an agenda item. In order to facilitate citizen comments during the meeting, each name on the speaking list will be called at which time you will be provided an opportunity to comment. In lieu of participating in the meeting, you may also email your comments to the board Secretary at: sbarraza@wstx.us

no later than one hour prior to the meeting, and any comments submitted will be read aloud during the respective agenda item.

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AGENDA

A Quorum of the City Council may be present at this meeting. They may not deliberate or take action.

The concurring vote of 75 percent of the members of the board is necessary to: (1) to reverse an order, requirement, decision, or determination of an administrative official; (2) decide in favor of an applicant on a matter on which the board is required to pass under a zoning ordinance; or (3) authorize a variation from the terms of a zoning ordinance.

CALL TO ORDER – ROLL CALL

ADMINISTRATION OF OATH OF TESTIMONY

APPROVAL OF MINUTES

1. Consider approval of the July 14th, 2020 P&Z Regular Meeting Minutes.

PUBLIC HEARING and Consider

2. Hold a Public Hearing for a re-plat for MEADOW PARK ADDN-WHT STLMENT Block 29 Lot more commonly known as 711 Meadow Park Drive

PUBLIC HEARING and Consider

3. 3. Hold a Public Hearing for a special use permit request for auto sales, new and used described as WICKSON BENJAMINE F SURVEY ABSTRACT 1673 TRACT 2C, more commonly known as 601 S. Jim Wright Fwy

STAFF REPORTS AND UPDATES

ADJOURN

Certification

I, the undersigned authority do hereby certify that the above agenda was posted on the bulletin boards at City Hall , 214 Meadow Park Drive, of the City of White Settlement, Texas, in compliance with Chapter 551, Texas Government Code, on or before: **September 11, 2020 by 5:00 p.m.**

Amy Arnold, **City Secretary**



To: City Council

From: Sandra Barraza, Code Compliance Clerk,
P&Z and BAA Board Secretary

Date: October 6, 2020

Subject: Hold a Public Hearing for a Special Use Permit for Auto Sales, new and used, described as Wickson, Benjamin F. Survey, Abstract 1673 Tract 2C, more commonly known as 601 S. Jim Wright Freeway.

This item is for a Special Use Permit request for Auto Sales, new and used, described as Wickson, Benjamin F. Survey, Abstract 1673 Tract 2C, more commonly known as 601 S. Jim Wright Freeway.



Memo - Agenda Item _____

To: Honorable Mayor and City Council Members

From: Sandra Barraza, Code Compliance Clerk,
P&Z and BAA Board Secretary

Date: September 15, 2020

Subject: Re-plat for 711 Meadow Park Drive and special use permit request for auto sales

On September 15, 2020 the Planning and Zoning held a Public Hearing to Consider a re-plat for MEADOW PARK ADDN-WHT STLMENT Block 29 Lot 4 more commonly known as 711 Meadow Park Drive and for a special use permit request for auto sales, new and used described as WICKSON BENJAMINE F SURVEY ABSTRACT 1673 TRACT 2C, more commonly known as 601 S. Jim Wright Fwy.

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Star-Telegram MEDIA

Arlington Citizen-Journal | The Keller Citizen | La Estrella
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star-telegram.com | 808 Throckmorton St. | Ft Worth, Tx. 76102-6315

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Amount	Cols	Depth
600649	0004744351	CITY OF WHITE SETTLEMENT PLANNING AN		\$927.66	1	53.00 Li

Attention: Sandra Barraza

CITY OF WHITE SETTLEMENT
214 MEADOW PARK DR
FORT WORTH, TX 761082424

CITY OF WHITE SETTLEMENT
PLANNING AND ZONING
COMMISSION AND CITY COUNCIL
NOTICE OF PUBLIC HEARING:
The City of White Settlement
Planning and Zoning Commission and City Council will be holding public hearings in person and in the alternative and to the extent permitted by law, by videoconference as follows, to consider:

- A REPLAT FOR MEADOW PARK ADDN, BLOCK 29 MORE COMMONLY KNOWN AS 711 MEADOW PARK DRIVE, WHITE SETTLEMENT, TARRANT COUNTY, TEXAS; AND
- A SPECIAL USE PERMIT REQUEST FOR AUTO SALES, NEW AND USED DESCRIBED AS WICKSON BENJAMINE F SURVEY, ABSTRACT 1673 TRACT 2C, MORE COMMONLY KNOWN AS 601 S. JIM WRIGHT FWY.

Planning and Zoning Public Hearing date and time: Tuesday, September 15, 2020 6:30pm
City Council Public Hearing date and time: Tuesday, October 15, 2020 7:00pm
Location: In Person at City Hall located at 214 Meadow Park Drive, White Settlement, Texas 76108. By Videoconference by accessing the meeting through a link provided by the City of White Settlement on the City website at www.wstx.us no later than 72 hours prior to the meeting.
Please email the board secretary at: sbarraza@wstx.us if you plan to provide public hearing comments. In lieu of participating in the meeting, you may also email your public hearing comments to the board secretary at: sbarraza@wstx.us no later than one hour prior to the meeting, and any comments submitted will be read aloud during the respective public hearing.

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THE STATE OF TEXAS

County of Tarrant

Before me, a Notary Public in and for said County and State, this day personally appeared VICTORIA RODELA, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates:

1 Insertion(s)

Published On:
September 02, 2020



V Rodela

(Principal Clerk)

SUBSCRIBED AND SWORN TO
BEFORE ME, THIS 2nd day of
September in the year of 2020

Supp
Notary Public -



CITY OF WHITE SETTLEMENT
REGULAR MEETING
Planning and Zoning Commission

214 Meadow Park Drive
White Settlement, TX
76108
www.wstx.us

Tuesday, September 15, 2020

6:30 p.m.

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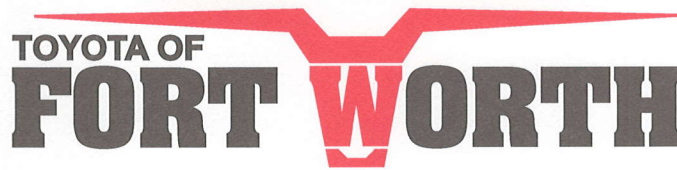
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Amy Arnold, **City Secretary**



August 21, 2020

City of White Settlement
Planning and Zoning Board

RE: Toyota Dealership Relocation to White Settlement

Dear Board,

We would like to relocate Toyota of Fort worth to an 18 acre parcel of land situated on I-820. The property address is:

601 S Jim Wright Fwy
White Settlement, TX 76108
The Latitude is: 32.7538334224
The Longitude is: -97.4773457145

We are seeking a Specific Use Permit to allow Automobile Sales and Service at this location.

The dealership facility will be of the highest build quality. The building size will be approximately 75,000 square feet. The parking area will have approximately 1200 parking spots. There will not be a collision center or body shop. The facility will be for vehicle sales and service only. The dealership does not use outdoor intercom or paging systems.

We are planning to leave approximately 2 acres on the north and south side of the parcel as undisturbed land and natural area. We will have one entrance on the north side of the parcel and expect 90% of all traffic to flow through this entrance from the frontage road. There will also be two access points on Dale St. Depending on Texas DOT's decision to move the exit for White Settlement Road in front of our property, we will consider building an access road across the north of our parcel connecting the access road with Dale Street to help with traffic flow. We will also research and address any potential water runoff that flows on the south side of the parcel into Farmers Branch Creek. We will discuss options with the city as to the best means of mitigating the flow of water through the dealership property.

Currently, we employ 132 people and expect that number to be around 150 by the time we build our new facility. We have approximately 200 people visit the dealership every day for either sales or service.

We expect to break ground in approximately September 2025 and move to the new location in September 2027. We are in the due-diligence phase of purchasing the property and need the SUP before we are able to close on the property.

Thank you for your consideration. This new site will be a significant improvement in our location for Toyota exposure and also for customer accessibility. It will also bring a lot more business activity to the city of White Settlement.

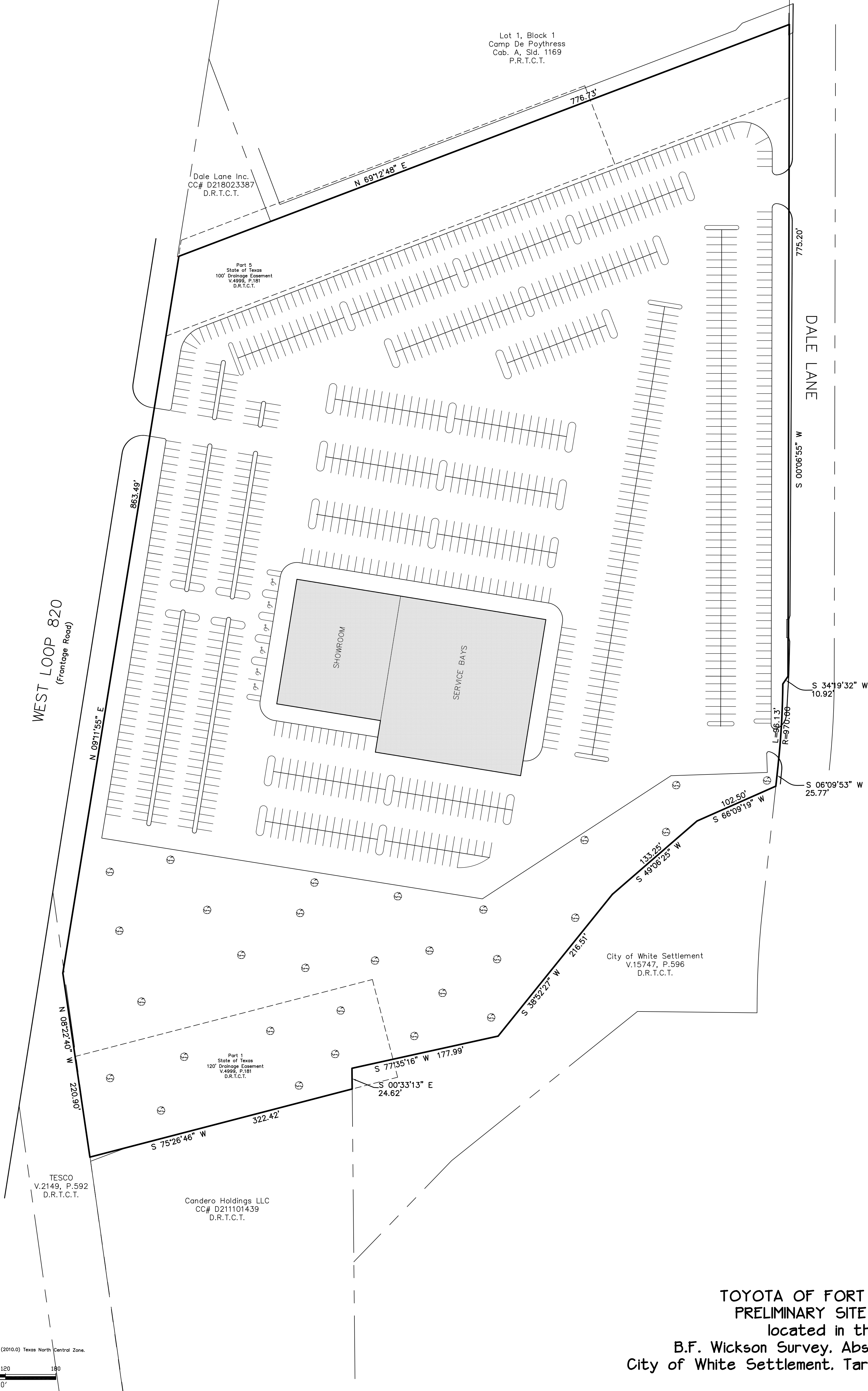
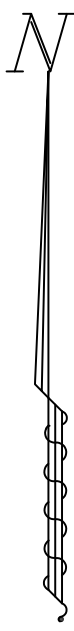
Sincerely,

A handwritten signature in blue ink that reads "George Rollins".

George Rollins
General Manager

9001 Camp Bowie W Blvd • Fort Worth, Texas 76116 • P 817.560.1500 • F 817.244.9827





TOYOTA OF FORT WORTH
PRELIMINARY SITE PLAN
located in the
B.F. Wickson Survey, Abstract #1673
City of White Settlement, Tarrant County, Texas.



To: City Council

From: Krystal Crump, Finance Director

Date: October 6, 2020

Subject: Discuss and consider an ordinance amending Chapter 20 "Fees" of the CODE of ORDINANCES, by amending Section 20.2 "Construction, Zoning, Sign, Subdivision and other fees"; Section 20-10 "Public Safety and Municipal Court"; and Section 20-13 "Fire Code Fees"; and creating a new section 20-16 relating to utility recovery fees.

Finance has taken over the billing of Alarm Permits for Burglary and Fire Alarms, False Alarm Permits, Mowing, Liens and continues to bill for all other accounts receivable items.

As a result we are updating the fee schedule administration fees and adding a late charge fee for past due accounts receivable.

We are also referring to FEMA schedule of equipment rates for equipment charges billed to customers instead of maintaining our own rates. This is more in line with current practices.

We have also added additional false alarm levels for fire as we will now be billing false alarm fines.

ORDINANCE 2020-XXXX

AN ORDINANCE OF THE CITY OF WHITE SETTLEMENT AMENDING CHAPTER 20 “FEES” OF THE CODE OF ORDINANCES, CITY OF WHITE SETTLEMENT, TEXAS BY AMENDING SECTION 20.2 “CONSTRUCTION, ZONING, SIGN, SUBDIVISION AND OTHER FEES”; SECTION 20-10 “PUBLIC SAFETY AND MUNICIPAL COURT”; AND SECTION 20-13 “FIRE CODE FEES”; CREATING A NEW SECTION 20-16 RELATING TO UTILITY RECOVERY FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of White Settlement is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, based on the recommendation of the City Manager, the City Council has reevaluated fees related to administration, labor, and equipment based on actual services and costs incurred by the City; and

WHEREAS, the City Council finds that the fee amendments contemplated by this ordinance are representative of the actual services provided and costs incurred by the City and deems it appropriate and in the best interest of the City to amend such fees.

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

SECTION 1.

Subsection (n) of Section 20-2 “Construction, Zoning, Sign, Subdivision and Other Fees” of Chapter 20, “Fees”, of the Code of Ordinances, City of White Settlement, Texas is amended to read as follows:

“(n) Miscellaneous fees:

(1)	Garage sale	\$10.00
(2)	Estate sale (held by outside company)	\$20.00
(3)	Recreational facility license (annual fee)	\$500.00
(4)	Occupation tax (each machine)	\$15.00
(5)	Tent sale	\$150.00
(6)	Outdoor sales event	\$150.00
(7)	Special event permit (carnival)	\$500.00
(8)	HUD manufactured housing park application	\$350.00
(9)	HUD manufactured housing park license (per year)	\$175.00
(10)	Recreational vehicle park application	\$350.00
(11)	Recreational vehicle park license (per year)	\$175.00

- (12) Moving building \$100.00
- (13) Antenna facilities (residential) \$100.00
- (14) Antenna facilities (commercial) \$300.00
- (15) Removal of underground tanks, (amount of contract): Valuation table
- (16) Temporary construction office (per year) \$100.00
- (17) Temporary real estate sales office (per year) \$100.00
- (18) Seasonal Christmas tree sales \$75.00
- (19) Seasonal pumpkin sales \$75.00
- (20) Returned check fee \$25.00
- (21) Cargo, shipping or cube containers permit (per unit, per period) \$50.00
- (22) Credit card online payment convenience fee \$5.00
- (23) Credit card in house convenience fee, percent of transaction amount 3%

SECTION 2.

Subsection (s)(1) of Section 20-2 “Construction, Zoning, Sign, Subdivision and Other Fees” of Chapter 20, “Fees”, of the Code of Ordinances, City of White Settlement, Texas is amended to read as follows:

“(s) *Administrative, labor and equipment fees.*

- (1) Administrative fee
 - a. Mowing \$25.00
 - b. Demolition \$200.00
 - c. Filing Liens \$25.00
 - d. Late Charge 10%

SECTION 3.

Subsection (b) of Section 20-10 “Public Safety and Municipal Court” of Chapter 20, “Fees”, of the Code of Ordinances, City of White Settlement, Texas is amended to read as follows:

“(b) *General services.*

- (1) Fingerprinting services, per card: \$10.00.
- (2) Security system permit (two years) (burglary or fire), per year: \$25.00 each and a 10% late charge after 30 days
- (3) Driver safety course administrative fee: \$10.00.
- (4) Municipal court technology fee: \$4.00.
- (5) Municipal court filing fee: \$10.00.
- (6) Transcript preparation fee for appellants: \$25.00.
- (7) Warrant fee: \$50.00.”

SECTION 4.

Subsection (e) of Section 20-10 “Public Safety and Municipal Court” of Chapter 20, “Fees”, of the Code of Ordinances, City of White Settlement, Texas is amended to read as follows:

(e) *False alarms (each).* If any, in any preceding 12-month period:

- (1) One—three: no charge.
- (2) Four—five: \$50.00.
- (3) Six—seven: \$75.00.
- (4) Eight or more: \$100.00.
- (5) 10% late charge after 30 days

SECTION 5.

Subsection (c) of Section 20-13 “Fire Code Fees” of Chapter 20, “Fees”, of the Code of Ordinances, City of White Settlement, Texas is amended to read as follows:

(c) *False alarms.*

- (1) *General.* Fees will be assessed to commercial establishments for excessive false alarms in accordance with this subsection (c).
- (2) *Definitions.* For the purpose of this section, the following definitions shall apply in addition to those in section 202, General Definitions, and section 902, Definitions, of the fire code.
- (3) *False alarm.* For the purpose of this section, a false alarm is defined as an alarm which causes the emergency response by the fire department and which is initiated by one of the following:
 - a. A fire alarm system malfunction.
 - b. Improper maintenance of a fire alarm or an automatic fire suppression system.
 - c. Improper use or misuse of a fire alarm system or an automatic fire suppression system.
 - d. Damage to a fire alarm system or automatic fire suppression system due to carelessness while performing other procedures in the building.
 - e. The initiation of a fire alarm system during construction, painting, or other procedure in which care should have been taken to protect initiating devices from sending a false signal.
- (4) *Procedure.* The procedure used to assess false alarm complaints and application of the fees contained herein will be in accordance with this subsection (c).
- (5) *Review of incident reports.* False alarm incidents will be reviewed by the fire marshal on a regular basis to determine if those incidents meet the criteria stated in subsection (c)(3) of this section.

- (6) *Notification.* Upon the review of a false alarm incident report, the fire marshal will verify the validity of the complaint. The owner or manager of the premises in question will then be issued a written notice to take measures to correct any problem that may be causing the false alarms. The notice will state that future false alarms at the referenced address, which occur within 12 months of the original complaint, will cause the owner or manager of the establishment to be invoiced in accordance with subsection (c)(8), fees, of this section.
- (7) *Invoice for false alarms.* An invoice will be mailed to any establishment for all reported false alarms which occur after the written notification in accordance with subsection (c)(6) of this section is issued, and which occur before a period of 12 months has passed since the written notification. The invoice will be in accordance with subsection (c)(8), fees, of this section.
- (8) *Fees.* A fee in accordance with table 3 will be assessed for each false alarm reported to the fire marshal after written notification is issued in accordance with subsection (c)(6) of this section. A fee of 10% will be assessed after 30 days.

Table 3—False Alarms

Number of False Alarms in a 12-Month Period	Fee Amount
1—2	No fee/warning only
3	\$100.00
4	\$200.00
5	\$400.00
6	\$800.00
7 -14	\$1,500.00
15-25	\$2,000.00
26+	\$2,500.00

SECTION 6.

Chapter 20, “Fees”, of the Code of Ordinances, City of White Settlement, Texas is amended by adding a new section 20-16 to read as follows:

“20-16 *Utility Recovery Costs.*

- (a) Any person who accidentally, negligently, or intentionally causes or is responsible for damaging a water, sewer, gas, or other utility line within the City shall be liable for the payment of all costs incurred by the City in responding to or assisting to abate and repair such damage. The remedy provided by this section shall be in addition to any other remedies provided by law.
- (b) Costs incurred by the City shall include, but not be limited to, expenses attributable to the response, abatement, cleanup, and repair of any damaging incident, including costs of personnel, costs of equipment operations, costs of materials and supplies, costs of specialists, experts or other

contract labor not in the employment of the City, disposal costs, overhead costs, overtime costs and any other incidental costs incurred by the City as a result of the damaging event. Basic costs associated with personnel will be billed at actual costs based on employee salary. Basic costs for equipment will be billed based on FEMA Schedule of Equipment Rates found at <https://www.fema.gov/assistance/public/schedule-equipment-rates>, and as amended.

(c) Notwithstanding any penal provision, the City Attorney is authorized to file suit on behalf of the City as may be necessary to enforce the provisions of this section and for the collection of damages as provided herein.”

SECTION 7.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of White Settlement, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 8.

It is hereby declared to be the intentions of the City Council that the phrases, clauses, sentences, paragraphs and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 9.

This Ordinance shall be in full force and effect beginning on October 15, 2020, and it is so ordained.

PASSED AND APPROVED THIS THE 6th DAY OF OCTOBER 2020.

Ronald White, Mayor

ATTEST:

Amy Arnold
City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney



To: City Council

From: Krystal Crump, Finance Director

Date: October 6, 2020

Subject: Discuss and consider a resolution adopting TCAP's professional services agreement and GEXA Energy's commercial electric service agreement for power to be provided on and after January 1, 2023.

The City of White Settlement is currently a member of TCAP. Which is state wide group for local governments that joins together to keep electric and gas costs lower for all entities involved. Our current contract is up December 31, 2022 and due to new changes in the process we need to approve the new contract to participate. This program has been successful for the City and we recommend continuing to participate going forward. Each contract is for 5 years.

PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF WHITE SETTLEMENT AND TEXAS COALITION FOR AFFORDABLE
POWER, INC.

This Professional Services Agreement (“AGREEMENT”) is made and entered by and between Texas Coalition for Affordable Power, Inc. (“TCAP”), a non-profit, political subdivision corporation, and City of White Settlement (MEMBER”), a TCAP member.

SECTION 1 DURATION:

This AGREEMENT becomes effective as of signing by MEMBER and shall remain effective as long as MEMBER is being served by TCAP and MEMBER’s electric load included in a current TCAP procurement.

SECTION 2 PURPOSE OF AGREEMENT:

The purpose of this AGREEMENT is to define services and obligations of TCAP to MEMBER and obligations of MEMBER to TCAP and other members. In furtherance of this AGREEMENT, MEMBER will enter into a Commercial Electric Service Agreement (“CESA”) with a retail electric provider (“REP”) selected by TCAP pursuant to the terms set forth herein; provided that nothing in this AGREEMENT is intended to alter the price or other terms of MEMBER’s current CESA in effect through December 31, 2022.

SECTION 3 OBLIGATIONS OF TCAP TO MEMBER:

MEMBER authorizes TCAP to contract for the purchase of energy for MEMBER in the wholesale market from an energy manager selected by TCAP (“Energy Manager”) and to select an acceptable, cost-beneficial REP to serve MEMBER’s electric accounts. TCAP shall provide procurement services, which services shall consist of securing wholesale power for MEMBER through an alternative procurement strategy, such as TCAP’s Strategic Hedging Program (“SHP”), as may be authorized and defined by TCAP’s Board of Directors. MEMBER may elect to consider fixed-price, fixed-term offers for wholesale power supply, such election to be communicated to TCAP separately in writing by providing an Authorized Election Form to TCAP, the form of which has been attached to this AGREEMENT as Exhibit A. If MEMBER has provided to TCAP an Authorized Election Form, TCAP’s procurement services to MEMBER shall also consist of arranging fixed-price, fixed-term offers to MEMBER following solicitation of competitive offers. TCAP consultants and attorneys will negotiate terms and conditions of all contracts, monitor performance of Energy Managers and REPs, work to avoid and remedy problems that may be encountered by MEMBER where possible, assist MEMBER with wires company issues, and represent MEMBER in energy related matters before State agencies, the courts or legislature. TCAP will provide additional customer services to MEMBER that are defined in SECTION 5.

SECTION 4 OBLIGATIONS AND RIGHTS OF MEMBER:

MEMBER will honor the terms of its CESA and promptly pay or promptly dispute invoices from its REP. MEMBER will comply with the confidentiality and non-disclosure obligations contained in its CESA and Section 7 of this AGREEMENT. MEMBER will designate one or more individuals to receive notices and updates from TCAP and will promptly update contact information. MEMBER will pay aggregation fees to support the non-profit functions of TCAP assessed annually by the TCAP Board of Directors and recovered as part of the energy charges paid to REP. Also, MEMBER will pay or receive refunds equal to the Quarterly Adjustment and the Annual Adjustment mutually agreed upon by TCAP and the Energy Manager to address certain variable costs and charges, including costs imposed by ERCOT, such payment or receipt of funds subject to the reserve account as further described herein. TCAP members will fund, and TCAP will maintain and administer, a reserve account to facilitate the reconciliation of any Quarterly Adjustments or Annual Adjustments by collecting any excess amounts paid and/or paying any deficient amounts incurred (as possible). The reserve account balance will be maintained at a minimum level to cover anticipated future needs for up to two (2) years. The TCAP Board may vote to refund to members amounts in excess of future anticipated needs. Any monies remaining in the reserve account at the dissolution of TCAP will be refunded to current membership at the time of dissolution. TCAP is owned and controlled by its members and is governed by a Board of Directors consisting of employees or elected officials of members. Consistent with TCAP's Bylaws, each MEMBER has a right to nominate its representative to serve on the Board of Directors and has a right to vote in annual elections of Board members. MEMBER has a right to attend or monitor each Board meeting. TCAP has a financial audit performed each year and MEMBER has a right to a copy of the annual audit upon request.

SECTION 5 TCAP SERVICES TO MEMBER:

A. Procurement of Energy Supplies and REP Services

1. TCAP Procurement Services and Capabilities

TCAP will assist prospective members in reviewing market conditions and in estimating the most price opportune time to contract for energy supplies. TCAP will work with MEMBER to achieve a competitive price that balances supply security and risk tolerance while maintaining superior billing and customer services. As a political subdivision corporation, offering electricity procurement to political subdivisions, TCAP has the ability to procure wholesale energy supplies and REP services separately to secure the most effective combination of competitively priced energy supplies and superior billing and customer services. TCAP may utilize either wholesale or retail sources of power, or some combination of both. TCAP may utilize multiple suppliers with different generation resources. TCAP will solicit bids from multiple sources for energy supplies. TCAP aggregates the load of all members to maximize clout in negotiating contract terms. TCAP's objective in negotiations with suppliers is to continue obtaining favorable terms

regarding band widths for annual usage based on total load of all members (rather than based on MEMBER's individual load) and to minimize fees for adding or deleting accounts. TCAP will monitor the wholesale and retail markets for favorable hedging opportunities. TCAP will also monitor, evaluate and issue requests for proposals for power development opportunities beneficial to its MEMBERS, including renewable projects (each, a "Power Project").

2. MEMBER Procurement Options

If MEMBER elects a fixed-price contract for a fixed period by submitting an Authorized Election Form, TCAP will function as MEMBER'S agent in the wholesale energy marketplace in soliciting, evaluating and negotiating each such fixed-price contract. Absent an election, MEMBER shall participate in other procurement strategy options offered by TCAP, such as TCAP's SHP, and TCAP will function as MEMBER's electric energy procurer. As such, TCAP will (i) oversee the Energy Manager, (ii) will direct the Energy Manager to solicit wholesale energy market quotes, (iii) will cause the Energy Manager to transact at the most favorable executable market quotes and (iv) will negotiate and develop the Energy Price in MEMBER'S CESA (the "CESA Energy Price"). The CESA Energy Price shall be developed and agreed upon by TCAP, the Energy Manager and the REP and shall include the wholesale energy market transactions as well as Energy Manager's estimate of any non-fixed charges, including zonal congestion charges, ancillaries service charges, and other charges in connection with MEMBER'S load. If MEMBER elects to purchase power from a Power Project solicited and chosen by TCAP via a competitive RFP process (or other similar process), TCAP will function as MEMBER'S electric energy procurer, and will direct the Energy Manager to include the value of the power procured from such projects in the development of MEMBER'S CESA price.

B. Customer and Billing Services Provided by TCAP

1. REP Portal

TCAP consultants oversee the development and presentation of the REP's portal for TCAP members; the REP will be responsible for operation of the portal. TCAP provides training and assistance regarding portal use.

2. REP Customer Service

TCAP negotiates with the REP regarding service standards and annually reviews REP performance. TCAP maintains a right to replace a REP for unsatisfactory performance without affecting the price of wholesale power, so long as the replacement REP has a credit rating acceptable to the Energy Manager. TCAP continuously monitors customer billings and will alert both the REP and MEMBER, when appropriate, of any billing errors and the adjustments needed to ensure accurate and reliable billings to MEMBER. TCAP will advocate on behalf of MEMBER when needed to resolve billing or customer service issues.

TCAP will review customer billings and make MEMBER aware of inactive accounts that MEMBER may be able to disconnect to save monthly charges.

3. TCAP Assistance with Budgets and Required Filings and Assistance with TDSP Issues

TCAP monitors Public Utility Commission (“PUC”) and ERCOT activity and will provide MEMBER a forecast of changes in non-bypassable charges that may impact MEMBER’s annual budget estimates. TCAP will prepare an annual electricity cost estimate for MEMBER. TCAP will assist MEMBER in preparation of energy related reports that may be necessary for MEMBER to file in response to legislative or agency mandates. TCAP will assist MEMBER in understanding non-bypassable charges included in REP invoices, and assist in resolving issues caused by errors of MEMBER’S Transmission and Distribution Service Provider (“TDSP” aka “wires company”).

4. Information Services

TCAP maintains a member web site, www.tcaptx.com. In addition to regular blog postings on energy news relevant to MEMBER, TCAP has prepared and posted major reports on the history of deregulation in Texas and a history of ERCOT. TCAP consultants continuously monitor the Nymex gas market, ERCOT energy market, and economic conditions that may affect MEMBER, as well as activities at the PUC and ERCOT. Important trends are noted in consultant reports to the Board of Directors and are attached to Board Minutes. TCAP’s Executive Director prepares and distributes a monthly newsletter and coordinates TCAP activities with various city coalitions and Texas Municipal League (“TML”). The Executive Director monthly newsletters will also include important or trending issues in the energy markets.

5. Demand Response, Distributed Generation and Cost Savings Strategy

TCAP will work with relevant service providers to make available to MEMBER competitive demand reduction programs that facilitate MEMBER’s participation in TDSP and ERCOT cost reduction strategies approved by the PUC. Upon request, TCAP will monitor and evaluate demand reduction program performance metrics. TCAP will assist MEMBER in reviewing, analyzing and developing distributed generation programs that can reduce wires and energy costs and/or provide backup power to specific facilities. TCAP will assist MEMBER in meeting renewable energy goals established by MEMBER, including behind-the-meter solar projects and local wind projects.

6. Regulatory and Legislative Representation

TCAP will provide representation and advocacy services on energy issues relevant to MEMBER in regulatory and legislative areas including, but not limited to, ERCOT stakeholder meetings, PUC projects and dockets, and legislative actions.

7. Strategic Hedging

To the extent that there is sufficient interest and commitment of load of TCAP members within an ERCOT zone, and to the extent MEMBER has not elected a fixed-price contract for a fixed period, MEMBER will perpetually (subject to potential charter or ordinance constraints on length of contracts) commit to two-year participation obligations. MEMBER may terminate participation in the SHP, without energy price penalties and with minimal other termination fees, by providing sufficient notice as set forth herein (Section 6). A SHP price will be determined at least 9 months prior to the effective date of the price by averaging the winning bids from periodic competitive auctions that occur throughout the 24 months preceding the effective date. TCAP will direct Energy Manager to conduct the periodic competitive auctions. TCAP will have the right to audit the auction results. The auction process will be designed to identify competitively priced energy supplies from a variety of creditworthy suppliers, resulting in prices that are rarely, if ever, significantly above prevailing market prices and that should generally be less than pricing for long-term fixed priced contracts (when evaluated from a common contract start date and term). Designed to take advantage of the characteristics of the nation's well supplied energy markets, the SHP will also be flexible enough to respond to market changes when and if they occur in the future. Participation in the SHP may be viewed as a series of 24 -month forward year-to-year contracts for as long as desired by MEMBER. If MEMBER participates in the SHP, MEMBER agrees that TCAP is authorized to direct Energy Manager to procure electric energy in the wholesale market on MEMBER's behalf and that TCAP is authorized to commit MEMBER's load to periodic competitive auctions.

SECTION 6 MEMBER RIGHT OF TERMINATION:

A. Fixed-Term, Fixed-Price Contract

MEMBER may terminate a CESA prior to the end-of-term specified in a contract subject to payment of "Liquidated Damages" prescribed in MEMBER's CESA. If MEMBER commits to a fixed multi-year term, fixed-price contract and wants to terminate the agreement prior to the end of the fixed multi-year term, liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the fixed-price agreement and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER's CESA.

B. Strategic Hedging Program

Since the SHP is based on a series of one-year term contracts, MEMBER is entitled to exit the program so long as notice of termination can be given prior to inclusion of MEMBER's load in the competitive auction process for a future year's price. TCAP will periodically notify MEMBER of expected procurement schedules and provide no less than 90 days

prior notice of any upcoming solicitation, and MEMBER may notify TCAP that it wants to exclude its load from the competitive auction process by giving notice at least 60 days prior to the next procurement date. Termination of involvement in SHP without appropriate notice will require calculation of damages as prescribed by CESA under Edison Electric Institute (“EEI”) principles with the intent of making the REP and Energy Manager whole for the termination. Liquidated damages will be based on the differential in the price of electric energy futures contracts used to support the SHP price and the price of comparable electric energy contracts at time of termination and shall also include damages prescribed herein and in the CESA, as applicable. If electric energy prices are lower at the point of termination than they were at time of contracting, MEMBER should expect to pay energy price damages upon early termination. In any event, any termination payment will be calculated and assessed in accordance with MEMBER’s CESA.

C. Participation in Power Projects

If MEMBER has chosen to purchase power from a Power Project through TCAP, in accordance with a signed Project Addendum attached to MEMBER’S CESA, MEMBER’s termination rights with respect to its commitment to purchase power from the Power Project shall be contained in the Project Addendum.

SECTION 7 CONFIDENTIALITY:

MEMBER is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If MEMBER receives a valid request under applicable public information laws for information related to this AGREEMENT or its CESA, it shall provide TCAP notice of the request including a description the information sought prior to MEMBER’s release of information so that TCAP has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “Receiving Party”) shall keep confidential and not disclose to third parties any information related this AGREEMENT, except for disclosures to Authorized Parties or as otherwise required by law; and provided that MEMBER authorizes TCAP to provide Energy Manager and REP with any relevant information concerning MEMBER’s account, usage and billings. The provisions of this Section 7 apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this AGREEMENT for a period of two (2) years. “Authorized Parties” means those respective officers, directors, employees, agents, representatives and professional consultants of MEMBER and TCAP and each of their respective affiliates that have a need to know the confidential information for the purpose of evaluating, performing or administering this AGREEMENT.

SECTION 8 PARAGRAPH HEADINGS:

The paragraph headings contained in this AGREEMENT are for convenience only and shall is no way enlarge or limit the scope or meaning of the various and several paragraphs.

SECTION 9 COUNTERPARTS:

This AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 10 DEFINITIONS:

“Annual Adjustment” shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to Power Project settlements, if applicable. For those MEMBERS that participate in SHP, the Annual Adjustment shall also include (i) adjustments related to the loss factor for each specific ERCOT zone and (ii) adjustments related to load reconciliation as determined by TCAP, the Energy Manager and the REP.

“Energy Manager” means the wholesale market participant selected by TCAP to conduct SHP procurements at TCAP’s direction, in accordance with Section 5A and Section 7 of this Agreement. The Energy Manager may sell all or a portion of the required wholesale energy to TCAP or TCAP’s REP.

“Power Project” means a power generation project identified by TCAP to supply electric energy to one or more TCAP Members.

“Project Addendum” means the Addendum for a Power Project, if any, signed and attached as an Exhibit to MEMBER’S CESA.

“QSE Services Fee” means the QSE Services Fee in affect during the Delivery Term, as agreed between TCAP and Energy Manager.

“Quarterly Adjustment” shall mean either a credit to MEMBER for the over-collection of funds, or a charge to MEMBER for under-collection of funds, related to (i) ERCOT zonal congestion charges and (ii) ancillary services charges and other charges imposed by governmental agencies or ERCOT upon wholesale suppliers or REPs under statutes, regulations or courts for services within ERCOT zones. Said charges or refunds will be proportional to MEMBER’s relative contribution to TCAP load within specific ERCOT zones.

“Retail Electric Provider” or “REP” means the Retail Electric Provider that is party to (i) the REP Services Agreement with TCAP and (ii) the CESA between itself and MEMBER for the provision of retail electric service.

“Strategic Hedging Program” or “SHP” means an energy procurement strategy approved by TCAP’s Board of Directors, overseen by TCAP’s designated consultants, and administered by TCAP’s appointed Energy Manager, whereby wholesale energy is solicited and procured at agreed upon intervals, as directed by TCAP.

EXECUTED on this the 6th day of October, 2020.

MEMBER:

By: _____

Printed Name: _____

Title: _____

TCAP:

By: _____

Printed Name: _____

Title: _____

COMMERCIAL ELECTRICITY SERVICE AGREEMENT

This Commercial Electricity Service Agreement, including all of the Attachments, Schedules, and Exhibits, which are attached and incorporated (collectively, the **"Agreement"**), is entered into between Gexa Energy, LP (**"Gexa"**), a Texas limited partnership, and **City of White Settlement** (**"Customer"**). Gexa and Customer may be referred to individually as a **"Party"** or collectively as the **"Parties"**.

SECTION 1: RETAIL ELECTRIC SALES AND SERVICES

1.1 Appointment and Scope. Customer appoints Gexa as its Retail Electric Provider (**"REP"**) for the ESI ID(s) served under this Agreement. Customer authorizes Gexa to: (i) act as Customer's REP for all purposes; and (ii) provide the services required of a REP including, without limitation, the procurement, scheduling and delivery of electricity throughout the Term to each of the ESI ID(s) in accordance with the terms set forth in this Agreement, including the Terms and Conditions of Service set forth in Attachment A. Customer's appointment imposes no other duties on Gexa other than those specified in this Agreement and the REP Services Agreement.

1.2 Agreement to Purchase. Customer shall purchase its electricity requirements from Gexa throughout the Term for each of the ESI ID(s) except as otherwise provided. The electricity and services Customer receives from Gexa is for Customer's exclusive proprietary use. Customer alone shall pay for electricity and services provided and for electricity and services Customer fails to take pursuant to its contractual obligations. If Gexa fails to deliver sufficient quantities of electricity to the TDSP for delivery to Customer or fails to schedule the delivery of sufficient quantities of electricity (collectively, a **"Scheduling Failure"**) the TDSP is obligated by law and by its tariff to deliver sufficient electricity to satisfy Customer's needs. If a Scheduling Failure occurs, Gexa shall financially settle, at no additional cost or expense to Customer, with its Qualified Scheduling Entity (as defined by ERCOT) for the purchase of electricity necessary to cover the Scheduling Failure.

1.3 Membership in TCAP. Customer is a current member of the Texas Coalition for Affordable Power, Inc. (**"TCAP"**), and has entered into the Professional Services Agreement (the **"PSA"**) authorizing the purchase of wholesale energy on behalf of the Customer by TCAP and/or TCAP's Energy Manager. Such wholesale energy purchases will affect the calculation of the Energy Price throughout the Term of this Agreement as described in Section 2. If, at any time during the Term, Customer elects to participate in a Power Purchase Agreement with a project to be developed for TCAP's members, and executes the Project Addendum for such project, then the Project Addendum will be attached hereto as Schedule I. Notwithstanding Customer's TCAP membership status, Customer agrees to fulfill all of its obligations under this Agreement, the PSA and, if applicable, the Project Addendum throughout the Term of this Agreement.

1.4 Term.

(a) Effective Date and Termination Date. Gexa shall provide retail electric service under this Agreement to each ESI ID beginning on the Effective Date and Terminating on the Termination Date, as further defined in this Section 1.4(a) (such period, the **"Term"**). The Effective Date will occur either (i) on the date occurring on or after the Expected Start Date stated in Attachment B on which each such ESI ID is enrolled with Gexa's service for any new customer, or (ii) if Customer is an existing customer then the Expected Start Date is the meter read date following the expiration of the Customer's prior Agreement with Gexa. Gexa shall continue to provide retail electric service to each ESI ID unless or until the Customer gives notice to TCAP and Gexa of its intent to terminate its membership with TCAP (**"Termination Notice"**). The Termination Date will occur on each respective ESI ID meter read date during the last month of the calendar year for which electricity has been purchased on Customer's behalf by either TCAP or the Energy Manager in accordance with the PSA prior to the Termination Notice, except that in no event will the Term exceed beyond December 31, 2037. For avoidance of doubt, the Termination Date for each respective ESI ID shall be the sooner to occur of (i) the meter read date occurring in the last month of the calendar year for which electricity has been purchased by either TCAP or the Energy Manager on behalf of the Customer prior to the Termination Notice or (ii) the meter read date occurring in December 2037. As a result of variations in the timing of the Effective Date described in this Section 1.3 the Term may include a partial calendar month in addition to the number of months set forth in Attachment B, if any.

(b) Delayed Effective Date. Gexa shall use commercially reasonable efforts to cause the Effective Date for each ESI ID to occur on the Expected Start Date. If the Effective Date for an ESI ID occurs more than 20 days after the Expected Start Date, Customer may provide Gexa with evidence of the amount of electricity purchased by Customer from its current REP in connection with that ESI ID during the period on and after the 21st day after the Expected Start Date until the Effective Date (the **"Delayed Effective Date Period"**), and the total amount paid by Customer to its current REP for the electricity it purchased during the Delayed Effective Date Period (the **"Delayed Effective Date Electricity Amount"**). Upon receipt of evidence from Customer Gexa shall calculate and provide Customer a credit against future purchases under this Agreement equal to the positive amount resulting from the following calculation: (a) the Delayed Effective Date Electricity Amount minus (b) the amount that Customer would have paid to Gexa pursuant to this

Agreement during the Delayed Effective Date Period for the same amount of electricity purchased by Customer from its current REP during that period in connection with the affected ESI ID(s); provided, that Gexa shall not be required to provide a credit with respect to any period during a Delayed Effective Date Period where the delay was caused by an event outside of Gexa's control.

(c) Service After Term. If, for any reason, service continues beyond the Term, it will be on a month-to-month basis, and the Agreement will continue in effect for the ESI ID(s) except that the Energy Price will be the greater of: (i) the Energy Price as set forth in Section 2.1 below, or (ii) the aggregate weighted average of the Market Rate (as defined herein) as determined for all of the ESI ID(s), for as long as service continues. If Customer has not switched from Gexa to another supplier at the expiration of the Term, Gexa shall serve Customer at the rate set forth in this Section for a minimum of 60 days. After those 60 days, Gexa may continue to serve Customer or terminate the Agreement and disconnect Customer.

1.5 Modifications to ESI IDs. Gexa shall work with Customer in good faith during the Term to reasonably accommodate and assist Customer with the management of its electricity needs. If at any time during the Term, Customer wants to i) add or delete one or more ESI IDs, ii) otherwise modify the ESI ID information as a result of a decision by Customer to open, close or sell a facility owned or leased by Customer, iii) expand an existing facility, or iv) increase an existing facility's metered load, then Customer shall provide written notice to Gexa of such change ("ESI ID Change Notice"). If such change to the ESI ID is expected to occur prior to the first month of any calendar year for which the Energy Price has been established as of the date of the ESI ID Change Notice, in accordance with Section 2.1 (a) of this Agreement, such notice shall include Customer's election of the "Special Load Threshold," as defined below, which will apply to such change in load. If, in Gexa's reasonable judgment, i) the addition is a separately metered load which does not exceed the applicable Special Load Threshold; or ii) does not result in a net increase in excess of the applicable Special Load Threshold for an existing facility, Gexa shall use commercially reasonable efforts to promptly implement such changes, including providing required notices to ERCOT. If the addition is a separately metered load which exceeds the applicable Special Load Threshold, or results in a net increase in excess of the applicable Special Load Threshold after consideration of any contemporaneous offsetting load decreases, Gexa shall provide service to that ESI ID and shall determine any incremental charge or credit to provide service to any changed ESI IDs. Gexa shall apply such charge or credit to the affected ESI IDs, after such charges have been reviewed by TCAP. "Special Load Threshold" shall mean additional peak demand that is reasonably expected during the first twelve months following commercial operations to exceed, at Customer's election, either (i) 0.25 MW at any time or an annual average load of 0.125 MW or (ii) 1.0 MW at any time or an annual average load of 0.5 MW. Gexa shall make periodic reports regarding changes to the billing status of any ESI ID(s) available to Customer and TCAP. Amendments that add or remove ESI ID(s) as a result of changes made pursuant to this section are incorporated into this Agreement, and are effective on the Effective Date for each ESI ID(s) added to this Agreement or the date that retail electric service for any removed ESI ID(s) ceases or is transferred to another REP.

SECTION 2: RETAIL ELECTRIC ENERGY SERVICE CHARGES

2.1 Energy Price.

(a) If Customer has elected to fix all or a portion of the Energy Price for a fixed term by providing an Authorized Election Form to TCAP in accordance with the PSA, the Energy Price shall equal the fixed price as determined by TCAP in accordance with the PSA, and the Authorized Election Form. Any portion of the Energy Price that is not fixed shall be noted in the Authorized Election Form, and shall be settled with Customer in accordance with Section 2.2 of this Agreement. If Customer has not made such an election, the Energy Price shall be determined in accordance with the PSA, as follows:

- (i) TCAP shall periodically solicit, or direct its designated Energy Manager to solicit, wholesale energy market quotes, and may direct the Energy Manager to transact at the lowest of the market quotes obtained for the purpose of serving customer's load, in accordance with the PSA (each such transacted quote, a "**Wholesale Transaction**").
- (ii) Once TCAP has directed its Energy Manager to enter into Wholesale Transactions sufficient to serve Customer's load for a given calendar year, Energy Manager and TCAP shall establish the Energy Price for that Calendar Year in accordance with those procedures outlined in the PSA, which Customer hereby acknowledges it has reviewed and accepted. TCAP shall set the Energy Price for a given Calendar Year no later than nine (9) months prior to the start of such Calendar Year. If Customer elects to participate in a project and executes the Project Addendum, the Energy Price shall include an estimate of the Project Settlement for each month of the Calendar Year in accordance with the Project Addendum.

(b) For the purposes of Section 3 the Energy Price shall be converted to dollars per kWh.

2.2 Energy Price Adjustments.

- (a) Energy Manager shall have the right to reconcile the revenues received from the Customer with Energy Manager's Supplier Cost on (i) a quarterly basis, by determining the Quarterly Adjustment in the manner specified in the PSA and (ii) on an annual basis, by determining the Annual Adjustment in the manner specified in the PSA. The Quarterly Adjustment and Annual Adjustment may be either a charge or a credit, and shall be collected from or remitted to Customer, as appropriate, in the manner specified in the PSA.
- (b) TCAP and Energy Manager may mutually agree to fix certain component charges comprising Customer's Energy Price for a given Calendar Year, if TCAP determines that fixing these charges is likely to benefit Customer. Charges that are fixed by TCAP and Energy Manager for a given Calendar Year shall not be included in the calculation of either the Quarterly Adjustment or the Annual Adjustment for such Calendar Year, in accordance with the PSA.

2.3 Additional Pass-Through Charges. Gexa shall pass through and identify separately on Customer's bill with no mark-up Delivery Charges, Non-Recurring Charges, or Taxes that are not included in the Energy Price(s). All charges are exclusive of Taxes. Pass-Through charges may include charges related to amounts owed to Gexa and/or Wholesale Supplier in accordance with Section 1.3.

2.4 Tax Exempt Status. Customer shall provide Gexa with all required exemption certificates if Customer is exempt from paying any Taxes. Gexa shall not recognize an exemption without the exemption certificates and shall not be required to refund or credit previously paid Taxes unless the taxing entity sends the refund to Gexa. Gexa shall, however, assign to Customer any applicable claims for refund.

SECTION 3: BILLING AND PAYMENT

3.1 Billing and Payment. Gexa shall invoice Customer's accounts on a monthly basis and shall bill Customer on a consolidated basis for all ESI IDs upon Customer's request. Gexa shall provide a summary bill for all accounts and detailed information for each account. Customer shall remit payment within 30 days of receiving the invoice. Gexa shall base the invoice amount on actual data provided by ERCOT and the TDSP. If ERCOT or the TDSP does not provide actual data in a timely manner, Gexa shall use estimated data to calculate the invoice and, upon receipt of actual data, reconcile the charges and adjust them as needed in subsequent invoices.

3.2 Project Settlement Agent Services. Gexa shall remit the total Project Settlement to the Project on a monthly basis, in accordance with the REP Services Agreement.

3.3 Late Penalties, Interest on Overdue Payments, Invoice Disputes. If Customer fails to remit all undisputed amounts on or before the due date, interest will accrue on any due and unpaid amounts from the due date at a rate of one percent per month, or the highest rate permitted by law, whichever is less. If Customer disputes a portion of an invoice it shall provide Gexa a written explanation specifying the amount in dispute and the reason for the dispute within 20 days of the invoice date. If Customer does not provide timely notice, Customer shall owe all amounts by the due date. Notwithstanding the above, if Customer notifies Gexa of a disputed invoice, regardless of whether Customer has already paid the invoice, Gexa shall make records in its possession that are reasonably necessary for Customer to determine the accuracy of the invoice available to Customer during normal business hours; provided, however that neither party may request an adjustment or correction of an invoice unless written notice of such dispute is given within twelve months after the due date of such invoice; provided further, that such twelve month limit does not apply in the case of TDSP meter tampering charges first billed to Gexa that prevent Gexa from reasonably adjusting invoices prior to the twelve month period. In all cases, Gexa and Customer shall use good faith efforts to resolve disputes. In the event the Parties are unable to resolve a dispute within ten days of the notice date, either Party may begin legal proceedings to seek resolution. Any amounts determined owed shall be paid within three days after a decision.

3.4 Aggregator Fees. Pursuant to the REP Services Agreement between Gexa and TCAP, Gexa is obligated to pay TCAP an amount determined by multiplying a TCAP Aggregation Fee by the volume consumed in association with the ESI IDs (the "**Aggregator Fee**"). Customer shall pay the Aggregator Fee. The initial TCAP Aggregation Fee is \$0.001 per kWh, however, it may be changed by the TCAP Board of Directors at any time. Gexa shall state the Aggregator Fee as a separate line item on the Customer's bill.

3.5 Billing Guarantee. Gexa shall issue an invoice based on actual or estimated usage to Customer for every ESI ID at least one time per month. If, for reasons other than Force Majeure, Gexa fails to invoice an ESI ID within 120 days of any scheduled meter read, Gexa irrevocably waives its right to invoice Customer for any energy consumed at that ESI ID for the meter read cycle that should have been invoiced, unless not less than 10 days prior to the expiration of such 120 day period, Gexa provides Customer with a written explanation of the circumstances that prevent Gexa from issuing that invoice and the expected time by which an invoice can be issued. In such event, Customer and Gexa shall determine a reasonable extension period, not to exceed 30 days, within which an invoice will be issued. Gexa shall adjust or true-up each invoice no more than twice and Gexa shall issue such adjustments within 210 days of the initial issue date. Notwithstanding the foregoing, Gexa may issue an invoice or partial invoice arising from meter tampering charges without limitation and within a reasonable time after first billed to Gexa by the TDSP.

SECTION 4: CUSTOMER INFORMATION, CREDIT AND DEPOSITS

4.1 Customer Information. By entering into this Agreement and appointing Gexa as Customer's agent for electricity service, Customer authorizes Gexa to obtain certain information that Gexa may need to provide Customer's

electric service, including Customer's address, telephone number, account numbers, historical usage information, and historical payment information from Customer's TDSP, and Customer further authorizes its TDSP to release that information to Gexa.

4.2 Deposits and Other Security. A Party (the "**Requesting Party**") may require the other Party (the "**Providing Party**") to provide a deposit (or additional deposit if an initial deposit was also required), letter of credit, or other form of credit assurance reasonably acceptable to the Requesting Party (collectively, "**Performance Assurance**") during the Term of this Agreement if: (i) the Requesting Party determines in its reasonable discretion that there has been a material adverse change in the Providing Party's or its guarantor's (if applicable) credit status or financial condition (which, if applicable, will mean that its credit or bond rating has dropped lower than BBB- by Standard & Poor's Rating Group or Baa3 by Moody's Investor Services or ceases to be rated by either of these agencies); or (ii) Customer has been delinquent in paying the electric bill by more than seven days more than twice during the past twelve months. Any Performance Assurance, less any outstanding balance owed by Providing Party to the Requesting Party, will be returned to the Providing Party once the Providing Party's or its guarantor's (if applicable) credit or financial condition becomes satisfactory or, if applicable, to a credit or bond rating of BBB- or Baa3 or higher, whichever occurs earlier; or, if the Performance Assurance relates to delinquent payments, the Providing Party has paid all outstanding balances and has made all payments within the dates set forth in this Agreement for a period of six consecutive months.

SECTION 5: EARLY TERMINATION; DAMAGES

5.1 Cancellation by Customer for Insufficient Appropriations. If, during Customer's annual appropriations determination, the applicable governmental authorities do not allocate sufficient funds to allow Customer to continue to perform its obligations under this Agreement (an "**Appropriations Failure**"), then Customer or Gexa shall have the right to terminate this Agreement in full or as to any affected ESI ID upon 30 days advance written notice effective at the end of the period for which appropriations are made; provided, that if appropriations are subsequently allocated for electricity for the ESI IDs covered by this Agreement, then the termination may be revoked at Gexa's option and those appropriations shall continue to apply to this Agreement and shall not be used for an electricity supply agreement with another REP. Upon a termination of this Agreement for Appropriations Failure, in full or as to any ESI ID(s), Customer shall pay all amounts due Gexa under this Agreement, including the Customer Early Termination Damages.

5.2 Customer Early Termination Damages. Except in connection with the closure of a facility associated with an ESI ID pursuant to Section 1.4, in connection with a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Customer cancels this Agreement before the end of the Term and refuses to accept electric supply delivery from Gexa for any ESI ID(s), Gexa may charge Customer early termination damages equal to the sum of (a) the Retail Termination Payment, (b) the QSE Services Termination Payment, (c) the Quarterly and Annual Adjustment Payment, and (d) the Wholesale Transaction Termination Payment, as each of these terms are defined below (the sum total of these, the "**Customer Early Termination Damages**"). The "**Retail Termination Payment**" shall equal the product of (a) the Expected Usage for each ESI ID subject to Customer's cancellation or refusal of electric supply delivery ("**Customer Terminated Usage**") multiplied by (b) the sum of (i) the Aggregator Fee and (ii) the REP Services Fee specified in the REP Services Agreement. The "**QSE Services Termination Payment**" shall equal the product of (a) the Customer Terminated Usage grossed up for losses multiplied by (b) the QSE Services Fee, as defined in the PSA. The "**Quarterly and Annual Adjustment Payment**" shall be calculated by the Energy Manager in accordance with the PSA, and shall include any Quarterly and Annual Adjustment amounts for electricity provided to the Customer under this Agreement prior to the termination of this Agreement, which have not yet been charged or credited to Customer, as appropriate. For avoidance of doubt, the Quarterly and Annual Adjustment Payment may be either a charge or a credit to Customer, as calculated in accordance with the PSA. If the Customer Early Termination Damages are charged due to an Event of Default by Customer, then the Customer Early Termination Damages will also include Gexa's reasonable costs relating to the determination and collection of Customer Early Termination Damages, including attorney and consultant fees incurred. The provisions in Section 3 related to Billing and Payment apply to the billing, due date, and collection of Customer Early Termination Damages. Customer agrees that Customer Early Termination Damages are a reasonable estimate of the damages due Gexa for failure to accept electric supply, and are not punitive in nature.

5.3 Termination for Wholesale Supply Failure. If, during the Term, the Wholesale Transactions are terminated as a result of a default by the Energy Manager ("**Wholesale Supply Failure**"), then this Agreement will also terminate effective on the date the Wholesale Agreement terminates. In the event of a termination for Wholesale Supply Failure, Gexa shall pay Customer a Wholesale Termination Payment if required by Section 5.5.

5.4 Gexa Early Termination Damages. Except for a Wholesale Supply Failure, a Force Majeure Event, or as otherwise provided or excused in this Agreement, if Gexa cancels this Agreement and refuses to provide electric supply delivery to Customer for any or all ESI ID(s), Customer shall have the right to charge Gexa an early termination penalty equal to the amount determined as follows: the product of (i) the Expected Usage for each ESI ID subject to Gexa's cancellation or refusal of electric supply delivery ("**Gexa Terminated Usage**") multiplied by (ii) the REP Services Fee specified in the REP Services Agreement (that result the "**Gexa Early Termination Damages**"). If the Gexa Early Termination Damages are charged due to an Event of Default by Gexa, then the Gexa Early Termination Damages will also include Customer's reasonable costs relating to the determination and collection of Gexa Early Termination

Damages, including attorney and consultant fees incurred. Gexa agrees the Gexa Early Termination Damages are a reasonable estimate of the damages due Customer for failure to deliver electric supply, and are not punitive in nature.

5.5 Wholesale Transaction Termination Payment. If the Wholesale Transactions are terminated then Gexa shall calculate the portion of the termination payment paid under each Wholesale Transaction attributable to Customer's load. The termination payment under each Wholesale Transaction shall be calculated by subtracting the Wholesale Supplier's actual cost for the portion of the Wholesale Transaction still outstanding for the remainder of the Term from the current market value of comparable electric energy futures contracts. Energy Manager, in its sole discretion, shall determine the current market value of a comparable electricity futures contract within three (3) business days of the termination of a Wholesale Transaction, and shall be either (i) the value of the Wholesale Transaction actually sold to a third-party market participant or (ii) a third-party market quote for a comparable electricity energy future contracts. Energy Manager shall sum Customer's prorata share of each termination payment for each Wholesale Transaction attributable to Customer's Load to determine a total Wholesale Transaction Termination Payment under this Agreement (the "**Wholesale Transaction Termination Payment**"). Customer or Gexa shall pay the Wholesale Transaction Termination Payment to the other, as appropriate, in the manner described below and without regard to who is a defaulting party. If the Wholesale Transaction Termination Payment is negative, Customer shall pay Gexa the Wholesale Transaction Termination Payment. If the Wholesale Transaction Termination Payment is positive, Gexa shall pay Customer the Wholesale Transaction Termination Payment. To the extent a termination payment due from Gexa to the Energy Manager is adjusted in Gexa's account to reflect the full benefit of TCAP transacting with a replacement REP, Gexa shall make corresponding adjustments to the Wholesale Transaction Termination Payment on a pro-rata basis. Gexa shall remit a Wholesale Transaction Termination Payment due Customer, within 30 days of Gexa receiving the payment from the Energy Manager. Customer shall remit a Wholesale Transaction Termination Payment due Gexa within 30 days of Gexa's invoice. Gexa shall use commercially reasonable efforts to collect Termination Payments from the Energy Manager that include amounts due Customer.

SECTION 6: NOTICES AND PAYMENT

6.1 General Notice. Except as otherwise required by Applicable Law, all notices are deemed duly delivered if hand delivered or sent by United States, prepaid first class mail, facsimile, or by overnight delivery service. Notice by facsimile or hand delivery is effective on the day actually received, notice by overnight United States mail or courier is effective on the next business day after it is sent, and notice by U.S. Mail is effective on the second day after it is sent. The Parties shall send notices to the addresses below or any other address one Party provides to the other in writing:

- a. **If to Customer (type customer address below):**

**City of White Settlement
214 Meadow Park Dr.
White Settlement, TX 76108**

- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

6.2 Payments. The Parties shall send payments to the addresses below or any other address one Party provides to the other in writing:

- a. **If to Customer (type customer address below):**

**City of White Settlement
214 Meadow Park Dr.
White Settlement, TX 76108**

- b. If to Gexa:
Gexa Energy, LP
20455 State Highway 249, Suite 200
Houston, Texas 77070

SECTION 7: DEFINITIONS

7.1 Definitions. In addition to terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in this Section 7.1. All other capitalized terms not otherwise defined shall have the meanings given them in the following documents, with any conflicting definitions contained in those documents applied in the following order: PURA, the PUCT Substantive Rules, and the ERCOT Protocols.

1. **“Actual Usage”** means the actual amount of electric energy (in kWh) used at the ESI ID(s) as determined by the TDSP.
2. **“Delivery Charges”** means those charges or credits from the TDSP pursuant to its tariff, including, but not limited to: Transmission and Distribution Charges, System Benefit Fund Charge, Nuclear Decommissioning Charge, Competitive Transition Charge, Standard Customer Metering Charge, Customer Charge, Merger Savings and Rate Reduction Credit, Excess Mitigation Credit and Utility Imposed Reactive Power Charges.
3. **“EEI Master Agreement”** mean an EEI Master Agreement between Gexa and the Energy Manager governing the Wholesale Transactions entered into by the Energy Manager in accordance with Section 2.1 and transferred by the Energy Manager to Gexa.
4. **“Effective Date”** means the date of the first meter reading of an ESI ID provided to Gexa by the TDSP after the TDSP and ERCOT shall have timely performed any required enrollment and cancellation procedures necessary to switch Customer’s REP to such ESI ID to Gexa.
5. **“Electricity Related Charges”** means, unless noted otherwise: Ancillary Services Charge, Congestion, ERCOT Administrative Fee, Delivery Loss Charge, Transmission Loss Charge, Renewable Energy Credit Charge, Residential Energy Credit Charge, Unaccounted For Energy Charge, Qualified Scheduling Entity Charge, Imbalance Settlement Charge.
6. **“Energy Manager”** means the wholesale market participant designated by TCAP to perform the services described in the PSA.
7. **“Energy Price(s)”** means the rates per unit of measure specified in Section 2.1 and includes all Electricity Related Charges.
8. **“ERCOT”** means the Electric Reliability Council of Texas.
9. **“ERCOT Protocols”** means the document adopted, published, and amended from time to time by ERCOT, and initially approved by the PUCT, to govern electric transactions in the ERCOT Region, including any attachments or exhibits referenced in the document, that contains the scheduling, operating, planning, reliability, and settlement policies, rules, guidelines, procedures, standards, and criteria of ERCOT, or any successor document thereto.
10. **“ESI ID(s)”** means the Electric Service Identifiers for the property service addresses identified on Attachment B to this Agreement or if Customer is an existing Gexa customer then the list of service addresses currently served by Gexa, as such list may be modified from time to time as provided in Section 1.4.
11. **“Expected Usage”** means either the amount stated in Attachment B calculated for the remaining Term, or if no amounts are stated or Customer is an existing Gexa customer then the average actual monthly Customer energy usage from the comparable month from the previous year (or if an average cannot be computed due to limited service by Gexa or other circumstances, an average monthly usage as is reasonably determined by Gexa) times the number of months remaining in the Term as outlined in Section 1.4.
12. **“kWh”** means kilowatt hour.
13. **“LMP” or “Locational Marginal Price”** means the price calculated for the applicable trading hub pursuant to the ERCOT Protocols.
14. **“Market Rate”** means 135% of the load-weighted average of the hourly LMPs at the corresponding load zone, as determined for any delivery period.
15. **“Nodal Market”** means the implementation of wholesale market design by ERCOT with locational marginal pricing for resources.
16. **“Nodal Congestion”** means the positive difference in price between the real-time settlement point price as determined by ERCOT for the trading hub and the real-time settlement point price as determined by ERCOT for the load zone associated with the customer Facilities.
17. **“Non-Recurring Charges”** means any charges imposed by the TDSP or other third parties on a non-recurring basis for services, repairs or additional equipment needed for Customer’s electric service.
18. **“PUCT”** means Public Utility Commission of Texas.

19. **“Project Settlement Payment”** means the Project Settlement Payment as defined in the Project Addendum, attached as Schedule I to this Agreement.

20. **“QSE Services Fee”** means the fee owed from Customer to Gexa, and remitted from Gexa to Energy Manager, for QSE Services performed by Energy Manager for the Term, as mutually agreed between TCAP and Energy Manager, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The QSE Services Fee shall be included in the Energy Price for the Term.

21. **“REP Services Agreement”** means the REP Services Agreement currently in effect during the Term, as amended from time to time, between Gexa and TCAP.

22. **“REP Services Fee”** means the fee owed from Customer to Gexa, for REP services rendered during the Term, as mutually agreed between TCAP and Gexa, the Customer having authorized TCAP to negotiate such fee on behalf of Customer in the PSA. The REP Services Fee shall be included in the Energy Price for the Term.

23. **“Taxes”** means all taxes, assessments, levies, duties, charges, fees and withholdings of any kind levied by a duly-constituted taxing authority and all penalties, fines, and additions to tax, and interest thereon that are directly related to the services provided under this Agreement, but does not include the System Benefit Fund fee and fees and charges imposed by ERCOT. By way of example only, Taxes includes: Sales Tax, Miscellaneous Gross Receipts Tax, PUCT Assessment Fees and Franchise Fees.

24. **“TCAP”** means Texas Coalition for Affordable Power, an aggregation pool of governmental and other entities organized and administered by TCAP of which Customer is a member for the ESI IDs.

25. **“TDSP”** or **“Transmission and Distribution Service Provider”** means an entity regulated by the State of Texas, which transmits or distributes electric energy.

“

Attachments:

Attachment A

Attachment B (for new TCAP Customers only)

Terms and Conditions of Service

Offer Sheet (ESI ID list and Expected Start Date)

CUSTOMER (type Customer name in field below): City of White Settlement	GEXA: Gexa Energy, LP, By its General Partner Gexa Energy GP, LLC
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:

Terms and Conditions of Service Attachment A

These Terms and Conditions of Service form an integral part of the Commercial Electricity Service Agreement between Customer and Gexa. In addition to the terms defined elsewhere in this Agreement, when used with initial capitalization, whether singular or plural, capitalized terms have the meanings set forth in Section 7.1 of this Agreement. Customer should thoroughly review the entire Agreement, including these Terms and Conditions of Service, before executing this Agreement.

A. REPRESENTATIONS AND WARRANTIES

A.1 Customer's Representations and Warranties. As a material inducement to entering into this Agreement, Customer represents and warrants to Gexa as follows: (a) it is a duly organized entity and is in good standing under the laws of Texas; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of contracts it is party to or laws applicable to it; (c) performance of this Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Customer will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of contracts it is party to or laws applicable to it; (e) this Agreement is a legal, valid, and binding obligation of Customer enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending; (f) there are no bankruptcy, insolvency, reorganization, receivership, or other similar proceedings pending or being contemplated by it, or to its knowledge threatened against it; (g) there are no suits, proceedings, judgments, rulings, or orders by or before any court or any government authority that could materially adversely affect its ability to perform the Agreement; and (h) as of the Effective Date and throughout the Term, there is no other contract for the purchase of electricity by Customer for the ESI ID(s), or, if such a contract presently exists, that it will terminate prior to delivery under this Agreement.

A.2 Gexa's Representations and Warranties. As a material inducement to entering into this Agreement, Gexa represents and warrants to Customer as follows: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform the Agreement; (b) the execution and delivery of the Agreement are within its powers, have been duly authorized by all necessary action, and do not violate the terms or conditions of its governing documents or contracts it is party to or any laws applicable to it; (c) performance of the Agreement will be duly authorized by all necessary action and will not violate the terms or conditions of its governing documents or contracts it is party to; (d) as of the date sales of electricity by Gexa to Customer under the Agreement start, Gexa will have all regulatory authorizations necessary for it to legally perform its operations and such performance will not violate the terms or conditions of its governing documents, contracts it is party to, or laws applicable to it; and (e) the Agreement constitutes a legal, valid, and binding obligation of Gexa enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, and other laws affecting creditor's rights generally, and with regard to equitable remedies, subject to the discretion of the court before which proceedings to obtain the same may be pending.

A.3 Forward Contract. (i) This Agreement constitutes a forward contract within the meaning of the United States Bankruptcy Code ("Code"); (ii) Gexa is a forward contract merchant; and (iii) either Party is entitled to the rights under, and protections afforded by, the Code.

B. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITIES

B.1 LIMITATIONS OF LIABILITY. LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR AS OTHERWISE PROVIDED, ARE LIMITED TO DIRECT ACTUAL DAMAGES. GEXA IS NOT LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES OR LOSS OF REVENUES OR PROFIT. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. EXCEPT FOR (a) THE GEXA EARLY TERMINATION DAMAGES DUE IF GEXA DEFAULTS, (b) THE CUSTOMER EARLY TERMINATION DAMAGES DUE IF CUSTOMER DEFAULTS, AND (c) THE WHOLESALE TRANSACTION TERMINATION PAYMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER FOR ANY OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF ALL DOLLARS PAID BY CUSTOMER TO GEXA (IF CUSTOMER) OR RECEIVED BY GEXA (IF GEXA) PURSUANT TO THIS AGREEMENT. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT.

B.2 Duty to Mitigate. Each Party shall mitigate damages and use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance.

B.3 WAIVER OF CUSTOMER PROTECTION RULES AND CONSUMER RIGHTS. THE PARTIES FURTHER ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE PUBLIC UTILITY COMMISSION (AS CONTAINED IN ITS SUBSTANTIVE RULES 25.471 ET SEQ.) ("**CUSTOMER PROTECTION RULES**") THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES DO NOT APPLY TO THIS AGREEMENT. EXCEPT AS SET FORTH IN THIS SECTION, CUSTOMER EXPRESSLY WAIVES THE CUSTOMER PROTECTION RULES THAT PERTAIN TO RETAIL ELECTRIC SERVICE RELATED TO RESCISSION RIGHTS, CUSTOMER DISCLOSURES, DELIVERY OF CUSTOMER CONTRACTS TO CUSTOMERS, RECORDKEEPING, INTEREST PAID ON DEPOSITS AND CUSTOMER NOTICES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. CUSTOMER FURTHER WAIVES ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES--CONSUMER PROTECTION ACT, SECTION 17.41, ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS

SPECIAL RIGHTS AND PROTECTIONS. CUSTOMER REPRESENTS AND WARRANTS TO GEXA THAT: (a) CUSTOMER IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION IN RELATION TO GEXA; (b) CUSTOMER IS REPRESENTED BY LEGAL COUNSEL THAT WAS NEITHER DIRECTLY NOR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY GEXA; AND (c) CUSTOMER VOLUNTARILY CONSENTS TO THIS WAIVER AFTER CONSULTATION WITH ITS LEGAL COUNSEL.

B.4 UCC/Disclaimer of Warranties. The electricity delivered is a “good” as that term is understood in the Texas B&CC (UCC §2.105). The Parties waive the UCC to the fullest extent allowed by law and the UCC requirements do not apply to this Agreement, unless otherwise provided. If there is a conflict between the UCC and this Agreement, this Agreement controls. Neither Party controls nor physically takes possession of the electric energy prior to delivery to Customer’s ESI ID(s). Therefore, neither Party is responsible to the other for any damages associated with failure to deliver the electric energy, nor for damages it may cause prior to delivery to Customer’s ESI ID(s). Once the electric energy is delivered to Customer’s ESI ID(s) it is deemed in possession and control of Customer. ELECTRICITY SOLD UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARDS OF THE APPLICABLE LOCAL DISTRIBUTION UTILITY AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. GEXA MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND GEXA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GEXA EXPRESSLY NEGATES ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OF WARRANTY WITH RESPECT TO CONFORMITY, TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

B.5 Force Majeure. Gexa shall make commercially reasonable efforts to provide electric service, but does not guarantee a continuous supply of electricity. Gexa does not generate electricity nor does it transmit or distribute electricity. Causes and events out of the control of Gexa and Customer (“**Force Majeure Event(s)**”) may result in interruptions in service or the ability to accept electricity. If either Party is unable to perform its obligations, in whole or in part, due to a Force Majeure Event, then the obligations of the affected Party (other than the obligation to pay any amounts owed to Gexa that relate to periods prior to the Force Majeure Event) are suspended to the extent made necessary by such Force Majeure Event. Therefore, neither Party is liable to the other Party for damages caused by Force Majeure Events, including acts of God, acts of, or the failure to act by, any governmental authority (including the PUCT or ERCOT and specifically including failure by ERCOT to make Customer meter read data available), accidents, strikes, labor troubles, required maintenance work, events of “force majeure” or “uncontrollable force” or a similar term as defined under the applicable transmission provider’s tariff, inability to access the local distribution utility system, non-performance by the supplier or the local distribution utility, changes in laws, rules, or regulations of any governmental authority (including the PUCT or ERCOT) that would prevent the physical delivery of energy to Customer’s facilities, or any cause beyond such Party’s control. The Parties agree that Appropriations Failures and Scheduling Failures are not Force Majeure Events.

C. CONFIDENTIALITY AGREEMENT

C.1 Confidentiality. Customer is a governmental body subject to public information laws, including Chapter 552 of the Texas Government Code. If Customer receives a valid request under applicable public information laws for information related to this Agreement, it shall provide Gexa notice of the request including a description the information sought prior to Customer’s release of information so that Gexa has the opportunity to determine whether such information is subject to an exception as trade secret, competitive, commercial, or financial information. With the exception of the preceding disclosures pursuant to public information laws, a Party (that party, the “**Receiving Party**”) shall keep confidential and not disclose any to third parties Confidential Information which is disclosed to the Receiving Party by the other Party (that party, the “**Disclosing Party**”) except for disclosures to Authorized Parties or as required by law. “**Confidential Information**” means information in written or other tangible form which is marked as “Confidential” when it is disclosed to the Receiving Party, except that Confidential Information shall not include information which (i) is available to the public, (ii) becomes available to the public other than as a result of a breach by the Receiving Party of its obligations hereunder, (iii) was known to the Receiving Party prior to its disclosure by the Disclosing Party, or (iv) becomes known to the Receiving Party thereafter other than by disclosure by the Disclosing Party. The provisions of this Section apply regardless of fault and survive termination, cancellation, suspension, completion or expiration of this Agreement for a period of two (2) years. Customer authorizes Gexa to provide TCAP with all information requested by TCAP about Customer’s account and billings. “**Authorized Parties**” means those officers, directors, employees, agents, representatives and professional consultants of the Parties, and of the Parties’ affiliates, that have a need to know the Confidential Information for the purpose of evaluating and performing this Agreement.

D. DEFAULT AND REMEDIES

D.1 Events of Default. An event of default (“**Event of Default**”) means: (a) the failure of Customer to make, when due, any payment required under this Agreement for any undisputed amount if that payment is not made within fifteen (15) business days after receipt of written notice (facsimile or electronic mail are valid forms of notice for this paragraph) from Gexa; or (b) any representation or warranty made by a Party proves to be false or misleading in any material respect; (c) except as provided in clause (a) above or otherwise in this section D.1, the failure of any Party to perform its obligations under this Agreement and that failure is not excused by Force Majeure and remains uncured following 20 business days written notice of the failure; (d) the defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors; or (ii) files a petition or otherwise commences, authorizes or acquiesces to a bankruptcy proceeding or similar proceeding for the protection of creditors, or has such a petition filed against it and that petition is not withdrawn or dismissed within 20 business days after filing; or (iii) otherwise becomes insolvent; or (iv) is unable to pay its debts when due; or (v) fails to establish, maintain or extend Credit in form and in an amount acceptable to Gexa when required; or (e) the Wholesale Transaction is terminated due to a default by Gexa under CESAs with other TCAP members or due to a default by the Energy Manager under the

Wholesale Transaction. If an Event of Default listed in subsection (d) of this Section occurs, it is deemed to have automatically occurred prior to such event.

D.2 Remedies upon an Event of Default. If an Event of Default occurs and is continuing, upon written notice to the defaulting Party, the non-defaulting Party may (a) commence an action to require the defaulting Party to remedy such default and specifically perform its duties and obligations in accordance with the Agreement; (b) exercise any other rights and remedies it has at equity or at law, subject to the Agreement's Limitations of Liabilities; and/or (c) suspend performance; provided, however, that suspension shall not continue for longer than ten (10) Business Days unless the non-defaulting Party has declared an early termination with proper notice. If Customer is responsible for an Event of Default and fails to cure within ten (10) days of written notice (such additional cure period does not apply to default for non-payment), in addition to its other remedies, Gexa may (i) terminate this Agreement; and (ii) charge Customer the Customer Early Termination Penalty pursuant to Section 5 of this Agreement. Notwithstanding the above, Gexa shall not disconnect or order disconnection of service to Customer unless the following events have all occurred: (1) Customer has an Event of Default for nonpayment under Section D.1(a) above, (2) Gexa gives Customer a ten (10) day written disconnection notice; and (3) Customer does not pay all undisputed outstanding payments owed by the end of the ten (10) day notice period. .

E. MISCELLANEOUS PROVISIONS

E.1 Disclaimer. This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business entity of any kind among the Parties and the rights and obligations of the Parties are limited to those set forth in this Agreement.

E.2 Headings. The descriptive headings of the Articles and Sections of this Agreement are inserted for convenience only and are not intended to affect the meaning, interpretation or construction of this Agreement.

E.3 Waiver. Except as otherwise provided, failure of a Party to comply with an obligation, covenant, agreement, or condition may be waived by the other Party only in a writing signed by the Party granting the waiver, but that waiver does not constitute a waiver of, or estoppel with respect to a subsequent failure of the first Party to comply with that obligation, covenant, agreement, or condition.

E.4 Assignment. Except as provided in the REP Services Agreement, Customer shall not assign this Agreement, in whole or in part, or any of its rights or obligations pursuant to the Agreement without Gexa's prior written consent, which shall not be unreasonably withheld. Gexa may withhold consent if a proposed assignee fails to be at least as creditworthy as Customer as of the Effective Date. Gexa may: (a) transfer, sell, pledge, encumber or assign the revenues or proceeds of this Agreement in connection with any financing or other financial arrangement; (b) transfer or assign this Agreement to a Gexa affiliate with operating capability and financial condition substantially similar to Gexa; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of Gexa with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement; and/or (d) transfer or assign this Agreement to a certified REP with an operating capability and financial condition substantially similar to Gexa as of the execution date of this Agreement. In the case of (b), (c), or (d), any such assignee shall agree in writing to be bound by these Terms and Conditions of Service, and upon assignment, Gexa shall have no further obligations under this Agreement. Gexa shall not assign the Agreement to a non-affiliated entity (including its guarantor) that has a credit rating lower than BBB- without the prior written consent of TCAP, which shall not be unreasonably withheld.

E.5 No Third-Party Beneficiaries. This Agreement does not confer any rights or remedies on any person or party other than the Parties, their successors and permitted assigns; except that the Parties recognize that TCAP is entitled to receive the Aggregator Fee .

E.6 Severability. If a provision of this Agreement is held to be unenforceable or invalid by a court or regulatory authority of competent jurisdiction, the validity and enforceability of the remaining provisions are unaffected by that holding, and the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement in order to preserve the original intent and purpose of this Agreement.

E.7 Entire Agreement; Amendments. This Agreement constitutes the entire understanding between the Parties, and supersedes any and all previous understandings, oral or written, with respect to the subjects it covers. This Agreement may be amended only upon the mutually signed, written agreement of the Parties.

E.8 Further Assurances. The Parties shall promptly execute and deliver, at the expense of the Party requesting such action, any and all other and further instruments and documents which are reasonably requested in order to effectuate the transactions contemplated in this Agreement.

E.9 Emergency, Outage and Wire Service. In the event of an emergency, outage or service need, Customer shall call the TDSP for the service area of the ESI ID experiencing the emergency, outage or service need.

E.10 Customer Care. Customer may contact Gexa Customer Care if Customer has specific comments, questions, disputes, or complaints toll free at 1-866-961-9399, Monday to Friday 7:00 a.m. – 8:00 p.m. CST and Saturday from 8:00 a.m. – 2:00 p.m.. Gexa shall assist and cooperate with Customer regarding communications with a TDSP relating to service to any ESI ID served by Gexa under this Agreement.

E.11 Governing Law.

a. This Agreement is governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas, without regard to the State of Texas conflict of laws provisions.

b. All disputes between the Parties under this Agreement which are not otherwise settled will be decided by a court of competent jurisdiction in Harris County, Texas, and the Parties submit to the jurisdiction of the courts of the State of Texas and the Federal District Courts in Houston, Harris County, Texas. All disputes are governed under the laws of the State of Texas.

c. Subject to the provisions of E.11.a. above, this Agreement is subject to, and in the performance of their respective obligations under this Agreement the Parties shall comply with, all applicable federal, state and local laws, regulations and requirements (including the rules, regulations and requirements of quasigovernmental and regulatory authorities with jurisdiction over the Parties, including ERCOT) (collectively, "*Applicable Law*").

E.12 No Presumption Against Drafting. Both Parties contributed to the drafting of this Agreement. The rule of construction that any ambiguity is construed against the party who drafted this Agreement does not apply to this Agreement.

E.13 Counterparts; Facsimile Copies. This Agreement may be executed in counterparts, all of which constitute one and the same Agreement and each is deemed an original. A facsimile copy of either Party's signature is considered an original for all purposes, and each Party shall provide its original signature upon request.

E.15 Offer for Electric Service; Refusal of Service. This Agreement, including these Terms and Conditions of Service, constitute an offer for electric service, and is expressly conditioned on acceptance of this Agreement by Gexa. Gexa may refuse to provide electric service to Customer subject to the requirements of Applicable Law.

RESOLUTION NO. _____

**RESOLUTION OF THE CITY OF WHITE SETTLEMENT
TEXAS ADOPTING TCAP'S PROFESSIONAL SERVICES
AGREEMENT AND GEXA ENERGY'S COMMERCIAL
ELECTRIC SERVICE AGREEMENT FOR POWER TO BE
PROVIDED ON AND AFTER JANUARY 1, 2023**

WHEREAS, the City of White Settlement is a member of Texas Coalition For Affordable Power, Inc. ("TCAP"), a non-profit, political subdivision corporation of the State of Texas; and

WHEREAS, TCAP has previously arranged for the City to purchase power through Gexa Energy with a contract set to expire December 31, 2022; and

WHEREAS, TCAP has designed a new procurement strategy that will involve TCAP initially committing to purchase power two years in advance of delivery on behalf of its members who desire participation in a Strategic Hedging Program ("SHP") that will involve a series of monthly competitive auctions; and

WHEREAS, TCAP has prepared a Professional Services Agreement ("PSA"), attached as Exhibit A, that, in addition to enumerating services and benefits to members of TCAP, provides TCAP with specific authority to procure power in the wholesale market on behalf of members who choose to participate in the SHP; and

WHEREAS, approval of the PSA is a necessary, but not sufficient, prerequisite to participation in the SHP; and

WHEREAS, the PSA is a relational contract that defines services provided by TCAP to members regardless of whether a member decides to commit to the SHP; and

WHEREAS, the industry-standard retail contract is a Commercial Electric Service Agreement ("CESA") offered by a Retail Electric Provider ("REP"); and

WHEREAS, TCAP has negotiated modifications to the current CESA between the City and Gexa Energy to reflect participation in the SHP; and

WHEREAS, the CESA that will facilitate participation in the SHP effective for power deliveries in and beyond 2023 (attached as Exhibit B) will need to be approved and signed prior to October 1, 2020; and

WHEREAS, the City desires to participate in the SHP.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS:

SECTION 1. That the City Manager is authorized to sign Exhibit A, TCAP's Professional Services Agreement, and Exhibit B, Gexa Energy's CESA, and send the agreements to TCAP, 15455 Dallas Parkway, Ste 600, Addison, TX 75001.

PASSED AND APPROVED this 6th day of October, 2020.

RONALD WHITE, MAYOR

ATTEST:

AMY ARNOLD, TRMC, CMC
City Secretary

APPROVED AS TO FORM:

City Attorney



Background.

Texas Coalition for Affordable Power has procured electricity for its members since the beginning of retail electric deregulation in Texas in 2002. In the recent past, it has become evident that the electric market and the mix of available sources and supplies have changed dramatically. While the current electric fixed price/fixed term contract has worked well, TCAP believes that a more optimum program—called Strategic Hedging Program (SHP)—will now be offered to its members. In recent years, the United States has become the world's largest supplier of oil and natural gas, particularly with the development of fracking technology. The DOE production estimate through 2050 shows a well-supplied market and stable price outlook. There has also been a tremendous growth in renewable energy sources such as wind and solar power.

What is SHP?

Instead of buying electricity through a fixed price longer term contract, SHP will procure one twelfth of the annual supply each month, two years forward year-to-year. This provides the lowest market pricing to reduce carrying charges and risk premiums that longer term contracts must charge. Pricing will never be out of the market. SHP features an ultra-competitive RFP process of 20+ vetted creditworthy suppliers. At least 4 suppliers will be in each TCAP portfolio at all times. Prices will be known to members well prior to fiscal year budgeting needs. It avoids the “all-in” guess of a single fixed price multi-year deal. It also provides members with twice a year periodic off ramps if a member desires to revert to a traditional fixed price/fixed term contract.

What action needs to be taken and when?

In order to prepare for an electric supply contract beyond the 2022, it is necessary for members to have their governmental bodies pass the enclosed resolution to approve the Professional Services Agreement and the Commercial Electricity Service Agreement. The resolution authorizes TCAP to function as a procurer of energy in addition to serving as an agent in negotiating contracts. *However, it is important that members intending to participate in SHP do so by September 30, 2020 in order to be included in the monthly auctions beginning in January 2021.*



To: City Council
From: Krystal Crump, Finance Director
Rich Tharp, Community Services Director
Date: October 6, 2020
Subject: Discuss and consider awarding CARES act projects to designated vendors.

Kiosk Units & Contract

The City is requesting to purchase two kiosk payment system units that accept both Utility Billing and Court payments of cash, check, and credit card on a 24 hour basis. One kiosk will be a stand-alone self-service unit for drive thru only customers and the 2nd kiosk unit will be a wall mounted. The Kiosks cost \$77,069.20 from AdComp. One will be purchased with CARES Act funds and one will be purchased with water and sewer funds. A 20% annual maintenance contract of \$15,413.84 will provide 24-7 remote monitoring with alerts to staff email to notify of any issues, real time reporting and 24-7, 365 live support. AdComp is approved under a TIPS cooperative agreement.

City Hall Remodel – Drive Thru

The City is requesting a contractor to remove the current drive thru “car port” structure and vacuum tube system entirely, and to install a 2 lane concrete drive thru for the customer service area, a customer service transaction drawer window and the installation of the kiosk machines. The stand-alone kiosk payment unit will have a self-supportive small shade cover and the wall unit will have a small “awning” cover to protect customers from the weather. The approximate cost estimate for this project is \$109,975.00.

City Hall Remodel – Single Entry

This project will reorganize customer traffic flow and customer service departments towards a single entry point into the city hall building. Currently, the city hall building has five entry points, and by its very nature creates a high potential for spread and exposure to disease. The creation of a single entry customer service area for those who require in-person customer transactions for utility billing, courts, permits, code, planning and mail delivery will reduce customer and staff exposure throughout the building. This is a low cost solution to limit and channel public access to better provide and facilitate safe social distancing for customers, patrons and staff through the use of line spacing, glass barriers and physical separation at common counter areas. This will also limit unnecessary exposure risks to staff working throughout the rest of the building as well. The approximate cost estimate for this project is \$28,000.00.

Vending Concession

A contractor will be converting the existing concession buildings to a vending concession facilities at the ball field complex areas in the parks to allow for safer food



and beverage concession access for park patrons and also reducing city staff exposure by providing containerized/bottled/package items only. City staff will clean/sanitize the vending machines routinely as required without opening/preparing/handling/serving concession products to park patrons. The city will employ a third party contractor to remodel the existing concession buildings to create a secure space in each building to allow public access to vending machines during times of sports operation to provide food and beverages to players and spectators alike. The installation of walls and roll up doors will be configured in a minimal footprint to make this possible. The approximate cost estimate for this project is \$45,000.00.

The City Hall remodels and vending concession projects will be with Gomez Floor Covering under a Buy Board contract.

VOIP Phone System

Will involve the implementation of a VOIP (voice over internet protocol) system to provide staff access to a group of coordinated technologies for immediate delivery of voice and multimedia communications with the mitigation of city buildings/offices. Current analog system does not allow for offsite access and operations. The city will employ a third party contractor to install and configure the system on all city buildings. The approximate cost estimate for this project is \$45,000.00.

VOIP Phone System will be awarded to CDW Government under a DIR contract.

Keyless Building Entry

Keyless entry will be installed on all buildings by a third party contractor to allow for a single cohesive system to regulate entry into public buildings and spaces and to eliminate need for keys to enter buildings. The approximate cost estimate for this project is \$110,950.

VOIP Phone System will be awarded to Ener-Tel Services under a DIR contract.

These projects will be funded with CARES Act money. However, part of the Kiosk and Remodel will be paid for with Water & Sewer Funds.

GFC Contracting

1130 Inwood Rd. Dallas, Texas 75247
Project MGR.: Jeff Carter

Quote No. 200

Monday, July 20, 2020

Customer: City Of White Settlement**BuyBoard Contract # 581-19****PROJECT :**

City Hall Drive Thru Window & Driveway

Description	Qty	Unit	Price Per	Total
	1	ea	\$109,975.00	\$109,975.00
Demo Existing Awning & Existing Tube System				
Demo Approx 350sqft of Concrete				
Pour 1680sqft Concrete				
Pour Pedestals for Kiosk (Kiosk is provided by others)				
Saw cut Tilt Wall to receive Teller Window, Drawer & Kiosk				
Provide Eagle pneumatic M2 Deal Drawer				
Build new awning to cover Window & equipment				
Provide Electrical to Kiosk/Deal Drawer				
Provide & Install 4'x6' Teller Window				
Repair Existing wall to Match Exterior Wall				
Total Due:				\$109,975.00
Note: All Heating & Air, Electrical, Sprinkler System will be done by the City of White Settlement				

THANK YOU, WE APPRECIATE YOUR BUSINESS

GFC Contracting

1130 Inwood Rd. Dallas, Texas 75247
Project MGR.: Jeff Carter

Quote No. 200

Monday, July 20, 2020

Customer: City Of White Settlement**BuyBoard Contract # 581-19****PROJECT :**

Covid Remodel Of City Hall

Description	Qty	Unit	Price Per	Total
	1	ea	\$28,000.00	\$28,000.00
Demo Walls & Doors				
Repurpose the Existing Doors				
Remove Counters & Windows				
Repurpose the Windows				
Sheetrock Door Closings				
Tape & Bed Paint & Texture the wall that we hang Rock On Only				
Patch Floor with Owner supplied Materials				
Build Counters in the Mail With MailBoxes				
Remodel for new Drive Through Office				
Total Due:				\$28,000.00
Note: All Heating & Air, Electrical, Sprinkler System will be done by the City of White Settlement				

THANK YOU, WE APPRECIATE YOUR BUSINESS

GFC Contracting

1130 Inwood Rd. Dallas, Texas 75247
Project MGR.: Jeff Carter

Quote No. 200

Monday, July 20, 2020

Customer: City Of White Settlement**BuyBoard Contract # 581-19****PROJECT :**

4 Concession Stands Remodels

Description	Qty	Unit	Price Per	Total
	4	ea	\$11,250.00	\$45,000.00
Saw cut Pony Stone Wall				
Saw Cut Block Wall as needed				
Build Interior Walls to Match Existing				
Install New Roll up Doors				
Provide Electrical for the Vending Machines				
Total Due:				\$45,000.00
Note: All Heating & Air, Electrical, Sprinkler System will be done by the City of White Settlement				

THANK YOU, WE APPRECIATE YOUR BUSINESS

July 24 2020

Steve Patton
City of White Settlement
214 Meadow Park Drive
White Settlement, TX 76108

Steve,

Thank you for considering Ener-Tel Services as your solutions provider for building technology. We propose to provide and install card access to the locations discussed for the City of White Settlement. Below is a list of materials provided.

Fire Station

- (3) Infinias POE Door Controllers
- (3) Card Readers
- (3) Door Strikes
- Cable, Boxes, and Fittings
- Installation and Programming

**owner will need to provide electrified door hardware to the new store front door.*

Splash Days Maintenance

- (1) Infinias POE Door Controller
- (1) Card Reader
- (1) Door Strike
- (2) Door Contacts
- Cable, Boxes, and Fittings
- Installation and Programming

Splash Days Conference Center

- (3) Infinias POE Door Controllers
- (3) Card Readers
- (1) Surface Mount Door Strike
- (1) Power Supply
- Cable, Boxes, and Fittings
- Installation and Programming

**owner will need to provide electrified door hardware to employee entrance and main entrance doors.*

Splash Days Administration

- (3) Infinias POE Door Controllers
- (3) Card Readers
- (1) Surface Mount Door Strike
- (2) Door Strikes
- (1) Power Supply
- Cable, Boxes and Fittings
- Installation and Programming

Animal Shelter

- (6) Infinias POE Door Controllers
- (6) Card Readers
- (3) Surface Mount Door Strike
- (2) Door Strikes
- (1) Power Supply
- Cable, Boxes, and Fittings
- Installation and Programming

**owner will need to provide electrified door hardware to the main entrance doors.*

Public Works "The Hill"

- (6) Infinias POE Door Controllers
- (6) Card Readers
- (6) Door Strikes
- (4) Door Contacts
- Cable, Boxes, and Fittings
- Installation and Programming

Public Works Building 1

- (2) Infinias POE Door Controllers
- (2) Card Readers
- (2) Door Strikes
- (1) Door Contacts
- Cable, Boxes, and Fittings
- Installation and Programming

Facility Maintenance

- (2) Infinias POE Door Controllers
- (2) Card Readers
- (2) Door Strikes
- (1) Door Contacts
- Cable, Boxes, and Fittings
- Installation and Programming

Recreation Center

- (6) Infinias POE Door Controllers
- (6) Card Readers
- (4) Door Strikes
- (2) Surface Mount Door Strikes
- (1) Power Supply
- (4) Door Contacts
- Cable, Boxes, and Fittings
- Installation and Programming

Library

- (1) Infinias POE Door Controllers
- (1) Card Readers
- (1) Door Strikes
- (1) Power Supply
- Cable, Boxes, and Fittings
- Installation and Programming

**owner will need to provide electrified door hardware to the new employee entrance next to main entrance doors. I excluded glass door entry to Library (note said may just lock it).*

City Office Building

- (14) Infinias POE Door Controllers
- (17) Card Readers
- (10) Door Strikes
- (3) Magnetic Locks
- (3) Emergency Door Release Buttons
- Relocate Access on Welcome Doors
- (1) Power Supply
- Cable, Boxes, and Fittings
- Installation and Programming

**owner will need to provide electrified door hardware to the south east hallway store front door.*

We will need the City to provide and POE switches, and door hardware as noted above. This proposal excludes 120 VAC, painting, internet connectivity or patching. We assume all facilities are on the City's Intranet Network.

The price for this proposal is One-hundred ten thousand nine hundred fifty and 00/100 dollars, (\$110,950.00); tax exempt. Texas Buy Board Contract #574-18.

Thanks again for considering us and please contact me with any questions.

Sincerely,

Zane Crouch

2020 PRICING - JACK - Citation Smart - Web - Voice - Mobile - POS

Please complete & email or fax to us

Company:	WHITE SETTLEMENT INDOOR AND OUTFACING
Contact:	KRYSTAL
Title:	TIPS-USA CONTRACT #200105
PO#:	UTILITIES AND COURTS
Email:	
Date:	9/2/2020
Signature:	

outdoor: 60"Hx26"Wx21"D
500 lbs
Indoor: 77"Hx19"Wx14"D
200 lbs



www.adcompsystems.com
877-275-7694 Fax: 877-767-9747
sales@adcompsystems.com

No.	Item	Qty	Unit \$	Price \$	Remarks
1	JACK: With touchscreen, Receipt Printer, Cabinet, Bill Acceptor, CC Reader. Base Payment Kiosk Software to accept cash, credit cards & check payments	2	16546	33,091.20	Kiosk cabinets have the ability to be bolted to the floor or wall for added security.
2	Additional Department - Base Software	2	2700	5,400.00	cost for additional department eg: utilites / courts etc.

Upgrade to JACK Senior

3	Advanced Payment Kiosk Software to lookup balance and update payments using software API or lockbox file.	4	4300	17,200.00	Charged per department. eg: utilites / courts etc. Your software management company may charge additional API or lockbox fees - we can't control that.
4	Check MICR Reader / Imager	2	2390	4,780.00	Highly Recommended: For utility payments only
4	Bill Dispenser/Recycler - 2 denomination	2	2800	5,600.00	Only if bill change is to be given.
5	Coin Dispenser	2	2371	4,742.00	
6	Barcode Reader	2	785	1,570.00	Recommended: If Barcode is on the bill stub.
7	Outside Enclosure (weatherizing).	0	3000	0.00	Still needs to be installed so its not directly in the weather
8	Security Cameras - in the safe and outfacing	2	1143	2,286.00	4 port DVR and 3 cameras included
9	Setup, configuration & training (upto 2 days).Does not include travel. Can be onsite or remote.	2	1200	2,400.00	Physical install of kiosk to be done by customer's contractor.
	Har Total			77,069.20	
	Enter additional numbers for the specs you would like.				
	Shipping \$600 per unit total \$1200				
	Adcomp Gateway fee, 50 cents per credit card trasaction only				

Annual maintenance contract (20%) of cost price is due & billed when kiosk goes live. \$15,413.84

All orders are confirmed with a 100% advance payment due to the custom nature of our product.

Shipping and Handling is not included in the total. Taxes if applicable are not included.

AdComp Systems Inc. Master Agreement

THIS AGREEMENT is made on the 17th day of August 2020 by and between the City of White Settlement, Texas (hereinafter **CLIENT**) located at 214 Meadow Park Dr, White Settlement, TX 76108 and AdComp Systems Inc. (hereinafter **ADCOMP**) located at: 1720 S. Edmonds Lane Suite 201 Lewisville, Texas 75067. ADCOMP and CLIENT may be referred to individually as PARTY or collectively as PARTIES.

ADCOMP and THE CLIENT agree to the following terms and conditions: ADCOMP will provide to the CLIENT with PRODUCTS and SERVICES, that are selected in Annexure A attached herewith, that will be used by the CLIENT and their customers or end-users, (hereinafter called CONSUMER).

TERM OF AGREEMENT: The CLIENT shall commit to using all PRODUCTS and SERVICES for a minimum term of one (1) year from the date of the first Live transaction through the PRODUCT and/or SERVICE. The Agreement shall remain in effect unless either PARTY provides a written notice of termination, given 30-days in advance preceding the expiration of the current term.

EARLY TERMINATION: CLIENT may not terminate this agreement without cause. To terminate the agreement, CLIENT must provide ADCOMP notice with valid reasons for requesting early termination. CLIENT must provide time for ADCOMP time to cure any such conditions to avoid early termination. CLIENT agrees to pay an early termination fee covering the costs of set-up, configuration and data import to ADCOMP to terminate the agreement early without cause.

PROMOTION: THE CLIENT allows ADCOMP to promote their PRODUCTS in various service locations; such as: kiosks, websites and similar venues/sites.

COMPENSATION FOR ADCOMP: Compensation for ADCOMP for the PRODUCTS that the CLIENT selects to purchase, or use are listed in Annexure "A".

ADCOMP'S RESPONSIBILITIES: ADCOMP shall provide the CLIENT online access to reports of activities and transactions by the CONSUMER. ADCOMP will pay through ACH, any transaction payments due to the CLIENT the next business day. The payment will be remitted to the CLIENT'S bank, whose ACH information is provided by the CLIENT in Annexure "B".

TRAINING: First-rate service is the core focus of ADCOMP and the premise of the corporation's success. The CLIENT'S employees will receive unlimited, one-on-one training, timely service for any questions concerning transactions and other activities.

THE CLIENT'S RESPONSIBILITIES: THE CLIENT will complete Annexure "B" to provide ADCOMP with their banking information to receive ACH funds directly into their bank account.

CONFIDENTIALITY And NON-DISCLOSURE: Both parties agree that any confidential information will not be disclosed to anyone without prior consent of the other party. To the extent authorized by the law, the parties may wish, from time to time, in connection with work contemplated under this Agreement, to disclose confidential information to each other ("Confidential Information"). Each party will prevent the disclosure of any of the other party's Confidential information to third parties.

ARBITRATION: Any dispute, controversy or claim arising out of or relating in any way to the agreement including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the agreement, shall be exclusively resolved by binding arbitration upon a Party's submission of the dispute to arbitration.

AMENDMENTS TO AGREEMENT: Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by both parties.

GOVERNING LAW: This Agreement is governed by, and is to be construed in accordance with, the laws of the State of Texas, without regard to conflict of laws rules. Any action brought to enforce the terms of this Agreement shall be brought in the federal and state courts of Texas.

City of White Settlement, Texas	AdComp Systems Inc.
Date:	Date: August 17, 2020
Signature:	Signature: 
Name: Jeffrey J. James	Name: Mansur Plumber
Title: City Manager	Title: CEO
Email: jjames@wstx.us	Email: mansur@adcompsystems.com

Annexure A

All platforms include unlimited users, real time reporting, training, 24-7 support, and software updates

Utility Payments & Services

CLIENT ABSORBS CREDIT CARD PROCESSING FEES

CONVENIENCE FEE IS CHARGED TO CLIENT PAYABLE TO ADCOMP MONTHLY

Item	Convenience Fee	Remarks
Web/IVR/Utility Express CC* Payments	\$1.00	Charged to CLIENT Per Transaction
EMV Credit Card Terminals with POS Software	\$1.00	Charged to CLIENT Per Transaction
KIOSK CC Payments (Only)	\$1.00	Charged to CLIENT Per Transaction

*CC=Credit Card Payments

Court Payments & Services

ADCOMP ABSORBS ALL CREDIT CARD PROCESSING FEES

CONVENIENCE FEE IS CHARGED TO CONSUMER DIRECTLY

Item	Convenience Fee	Remarks
Web/IVR/Citation Smart CC* Payments	5%	Charged to CONSUMER Per Transaction
WarrantsOnTheGo	5%	Per Active Warrant (Charged directly to CONSUMER)
TicketsOnTheGo	\$4.00	Per Ticket/Warning issued (Charged directly to CONSUMER)

*CC=Credit Card Payments

Annexure B

CLIENT BANK INFORMATION

PLEASE ENTER THE DETAILS OF THE BANK ACCOUNT TO WHICH PAYMENTS RECEIVED & TO BE FORWARDED BELOW

BANK NAME	Southside Bank
BANK ADDRESS	1201 S Beckham Ave, Tyler, TX 75701
ACCOUNT NAME	ACH Account
ACCOUNT TYPE	Checking
ACCOUNT NUMBER	144060221
ABA/ROUTING NUMBER	111923607
EMAIL	finance@wstx.us
Please attach a copy of a VOIDED check* for the above account or provide the above information.	

CLIENT SHIPPING ADDRESS

(FOR KIOSK OR ANY OTHER HARDWARE IF REQUIRED)

NAME/ATTENTION	Lonnie Yates		
BUSINESS NAME	City of White Settlement		
STREET ADDRESS	214 Meadow Park Dr		
SUITE No./ PO BOX (OPTIONAL)		CITY	White Settlement
STATE	Texas	ZIP CODE	76108

**** Please email completed and signed agreement to merchantservices@adcompsystems.com ****



CUSTOMER: WS Texas
CONTACT: JEFF WADE
ADDRESS: jwade@wstx.us

QUOTE # N/A

REV #: 0

	PART #
--	--------

Line:

- | | |
|----|--------------------|
| 1 | A-FLEX |
| 2 | SVS-SPK-SUPT-BAS |
| 3 | A-FLEX-NUHL1 |
| 4 | A-FLEX-NUCL1 |
| 5 | A-FLEX-FILESTG-ENT |
| 6 | A-FLEX-MSG-ENT |
| 7 | A-FLEX-EXP-GW |
| 8 | A-FLEX-EXP-E |
| 9 | A-FLEX-EXP-TURN |
| 10 | A-FLEX-EXP-AN |
| 11 | A-FLEX-EXP-SERIES |
| 12 | A-FLEX-EXP-DESK |
| 12 | A-FLEX-EXP-PAK |
| 13 | A-FLEX-EXP-KEY |

14	A-FLEX-SW-12X-K9
15	A-FLEX-C-CALL-ENT
16	A-FLEX-H-UCM-12X
17	A-FLEX-H-UCXN-12X
18	A-FLEX-HCMF-12X
19	A-FLEX-HCMF-12X

CITY OF WHITE SETTLEMENT

Account Manager: Christopher Medina

Account Manger Contact Information

Quote 9/25/2020

Prepared by: Christopher Medina

Phone: 312-547-2670

Email: chrimed@cdwg.com

DESCRIPTION	QTY	UNIT COST
Collaboration Flex Plan	1	0
Collaboration Support Services - Basic Support	1	0
NU Partner Hosted Calling Tier 1 (1)	65	\$66.00
NU Webex Calling	65	\$175.00
File Storage Entitlement	1300	0
Messaging Entitlement	65	0
Enable GW Feature (H323-SIP) (1)	4	0
Enable Expressway-E Feature Set (1)	2	0
1800 TURN Relay Option (1)	2	0
Enable Advanced Networking Option (1)	2	0
Enable Expressway Series Feature Set (1)	4	0
Expressway Deskphone Registration (1)	65	0
Expressway Product Authorization Key (1)	1	0
Expressway Release Key (1)	4	0

On-Premises & Partner Hosted Calling SW Bundle v12 (1)	1	0
Webex Calling Entitlement	65	0
Unified Communications Manager v12 License (1)	65	0
Unity Connection v12 License (1)	65	0
HCMF v12 License (1)	1	
HCMF v12 License (1)	1	0

Contract: Texas DIR	SUBTOTAL
	Freight
	GRAND TOTAL
Corporate Headquarters:	Please remit payment to:
Will Call & Third Party Pickup	CDW Government
200 North Milwaukee Ave.	75 Remittance Drive, Suite 1515
Vernon Hills, IL 60061	Chicago, IL 60675-1515

\$15,665.00

on:

EXT. COST

0

0

\$4,290.00

\$11,375.00

0

0

0

0

0

0

0

0

0

0



CUSTOMER: WS Texas
CONTACT: JEFF WADE
ADDRESS: jwade@wstx.us

QUOTE # N/A
REV #: 0

PART #	
Line:	
1	CP-8861-K9=
2	CON-SNT-CP8861K9

CITY OF WHITE SETTLEMENT

Cisco IP Phone 8861

Account Manager: Christopher Medina

Account Manger Contact Information
Quote 9/25/2020
Prepared Christopher Medina
by:
Phone: 312-547-2670
Email: chrimed@cdwg.com

DESCRIPTION	QTY	UNIT COST
Cisco IP Phone 8861	64	\$323.00
SNTC-8X5XNBD Cisco UC Phone 8861	64	\$21.50

Contract: Texas DIR	SUBTOTAL
	Freight

	GRAND TOTAL
Corporate Headquarters: Will Call & Third Party Pickup 200 North Milwaukee Ave. Vernon Hills, IL 60061	Please remit payment to: CDW Government 75 Remittance Drive, Suite 1515 Chicago, IL 60675-1515

\$22,048.00

on:

EXT. COST

	\$20,672.00
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	\$1,376.00
--	------------

	\$22,048.00
--	-------------

0.00

\$22,048.00



To: City Council

From: Krystal Crump, Finance Director

Lonnie Yates, Purchasing Buyer

Rich Tharp, Community Services Director

Date: October 6, 2020

Subject: Discuss and consider a resolution and agreement with Professional Turf Products through TCF National Bank for lease of mowing equipment.

The City wants to enter into a 24 month lease agreement with ProTurf for a mower. We currently buy mowers but want to transition to leasing them since it is cheaper than buying the equipment. This equipment must be replaced frequently due to use and repair needs.

The "Master Lease": Master Lease Number 799926L Dated September 23, 2020	
"Lessee"	
City of White Settlement, 115 4th Street, White Settlement, TX 76108	
Fax: (817) 246-4195	E-mail: rtharp@wstx.us
"Lessor"	
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax: 319-833-4577	E-mail: customerservice@financediv.com

Master Lease Terms and Conditions

1. **LEASE.** Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. **TERM.** The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable in all respects, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be a date designated by Lessor based on the date that the final Item thereunder is delivered to and accepted by Lessee. The term of this Lease may be extended as provided in the applicable Schedule.

3. **PAYMENTS.** Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the total cost of the Equipment paid by Lessor (including all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts, the "Final Cost") applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. If, for any reason, the Final Cost is more or less than the estimated cost of the Equipment, each Rent Payment and the mandatory or optional fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such Final Cost had been equal to such estimated cost of the Equipment. Lessee agrees that the Schedule will be amended to reflect the adjusted Rent Payment and purchase price, if applicable, by (i) written notice from Lessor to Lessee for adjustments of 10% or less; or (ii) signed Amendment. The Rent Payment for each Schedule has been indexed to the Swap Rate. "Swap Rate" means, as of the applicable date, the "ICE Swap Rate - USD Rates 1100" as published by Intercontinental Exchange, Inc. on its website, www.theice.com, for a similar term to the Initial Term (or, if no rate is quoted for a particular maturity, a rate will be interpolated by Lessor based on similar maturities), for the date that is three (3) business days prior to the applicable date (or, if no rate is quoted for such date, the next business day for which such rate is quoted); or, if such index is no longer available or so published, the rate determined by Lessor under a similar successor index chosen by Lessor in its sole discretion. If such Swap Rate as of the date that the final item of Equipment under a Schedule is accepted is more than the Swap Rate as of the date of the applicable Schedule, Lessor may increase the Rent Payment accordingly, and Lessee hereby agrees to sign an amendment reflecting such increase by no later than the Commencement Date of Schedule. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, tax treatment, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's administrative and other costs of paying and invoicing such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate or amount permitted by applicable law. Lessee may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any

person it believes has authority to make such request on behalf of Lessee. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment request returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied.

4. **USE; REPAIRS.** Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will not modify or improve the Equipment without Lessor's prior written consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment for all purposes. Lessee shall prepare and file all tax returns that it may file under the applicable taxing jurisdiction's laws for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. **RETURN.** Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the Initial Term and with respect to each item of Equipment, as applicable, the following must be true: All safety equipment must be in place and meet applicable federal, state and other governmental standards; All covers and guards must be in place with no sheet metal, plastic or cowl damage; All parts, pieces, components and optional equipment must be present, installed and operational; All accessories shall be returned in proper order; All motors shall operate smoothly without overheating and shall have good bearings and bushings; All electronic controls shall operate per manufacturers' specifications; Controls which bypass normal operations shall be repaired at Lessee's expense; All electrical systems shall be able to provide electrical output as specified by the manufacturer; All batteries shall be in good, safe operating condition with no dead cells or cracked cases; Batteries shall hold a charge and provide adequate power to operate the Equipment; All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches; All oil and grease seals must contain lubrication in the manufacturer's designed reservoir; All Equipment must have a relatively clean appearance; All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals; All Equipment shall be free from structural damage or bent frames; Any usage or metering devices must not have been altered in any way; All Equipment attachments, if any, must be in good operating condition; All hydraulic cylinders must not be bent, nicked, gouged or leaking. Any Equipment with reel cutting units shall be returned within standard service life specifications, defined as the factory reel diameter, less 0.5 inches (5 inch reels) and 0.4 inches for any larger diameter reels. If the Equipment is an electric golf car, then in addition to the above return provisions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. Additionally, all Equipment must be able to complete the following tests: operate normally in forward and reverse directions through all its speed ranges or gears, steer normally right and left in both forward and reverse, have all functions and controls work in a normal manner, be able to stop with its service brakes in a safe distance in both forward and reverse, operate without leaking any fluids, perform its designed functions in a satisfactory manner, and all cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. If any Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such Equipment. The "Stipulated Loss Value" for a particular Item shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Item as of the date of payment of the Stipulated Loss Value, plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Final Cost related to the Item. Until properly returned,

all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. **DISCLAIMERS.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. **INDEMNITY.** To the extent permitted by law, Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. **LOSS.** Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will either (i) replace the Item with like equipment (of the same year, make, model and accessories) in good repair, condition and working order; or (ii) pay Lessor the Stipulated Loss Value for such Item.

9. **INSURANCE.** With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$1,000,000.00 or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such physical damage policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. **DEFAULT.** Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor shall divide or shall consolidate with, merge into or transfer all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. **REMEDIES.** At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee the sum of all rent

and other amounts then due in the current fiscal year; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative to the extent necessary for Lessor to recover amounts for which Lessee is liable hereunder.

12. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not sell, assign, transfer (via merger, division, or otherwise), sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. **NON-CANCELABLE, UNCONDITIONAL OBLIGATION.** This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; and (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable Schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made or agreed to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. **TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor. If Lessee terminates the Lease prior to the expiration of the end of such Lease's Initial Term, or any extension or renewal thereof, as permitted under the terms of the Lease or as set forth herein or in any Schedule, Lessee shall (i) on or before the Termination Date, return the Equipment subject to the

terminated Lease in accordance with the return requirements set forth in such Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under such Lease up to and including the Termination Date. Lessee acknowledges and agrees that, in the event of the termination of a Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease. The termination of a Lease under this Section shall not terminate this Master Lease or any other Leases made pursuant hereto, and shall not terminate Lessee's obligation to make the required monthly payments for such Leases.

15. **DELIVERY OF CERTAIN DOCUMENTS AND RELATED REQUIREMENTS.** Lessee will execute or provide, as requested by Lessor, annual budget and financial information and such other documents and information, including an opinion of Lessee's counsel as to the validity and enforceability of this Master Lease and any Schedules, as are reasonably necessary with respect to the transaction contemplated by this Lease. If Lessee is a "Registered Organization" (as such term is defined in the UCC), then Lessee will: (i) upon request of Lessor, provide copies of its applicable registered organization documents; and (ii) not change its legal name or its chief executive office or state of organization, without, in each case, giving Lessor at least 30 days' prior written notice of any such event.

16. **EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY).** At the end of the Initial Term, Lessee shall remit to Lessor \$5.00 per hour on each Item that has hourly use in excess of the maximum hours as indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an Item shall be determined by the hour meter attached to said Item, provided that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Item during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

17. **GOVERNING LAW; JURY TRIAL WAIVER. THIS LEASE, AND ALL MATTERS OF THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF LESSEE'S ORGANIZATION (EXCLUDING CONFLICTS LAWS). TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE, INCLUDING ANY ACTION TO ENFORCE THIS LEASE OR ANY RELATED AGREEMENTS.**

18. **MISCELLANEOUS.** This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. The Lessee hereby consents to the use of electronic

signatures and represents and warrants that its electronic signature on any document or agreement shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. This Lease and related documents may be electronically copied and/or delivered by electronic means of transmission ("e-copy") and the e-copy of any document shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original ink or electronic signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original ink or electronic signature; provided that if the "Paper Out" process shall have occurred, then the "Paper Out" printed version of the Schedule bearing the legend "Original" shall constitute the sole chattel paper original. If Lessor permits Lessee to deliver this lease or any related document to Lessor via facsimile or other electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth above. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any Document shall be unconditionally valid and legally enforceable, and therefore, agrees not to contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancellation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such a reports. Lessee warrants and agrees that the Equipment is leased and will be used for business purposes only, and not for personal, family or household purposes. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of this Lease. Our institution complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application.

Lessor: TCF National Bank
Lessee: City of White Settlement

By: _____
By: _____

Title: _____
Print Name: _____
Title: _____



**TEXAS ADDENDUM
TO MASTER LEASE NO. 799926L DATED AS OF September 23, 2020**

LESSOR: **TCF National Bank**

LESSEE: **City of White Settlement**

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced Master Lease No. 799926L (together with all Exhibits and Attachments and this Addendum, the "Master Lease"). Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Master Lease and that the following changes and additions shall be made to the Master Lease:

1. **Section 1** of the Master Lease is hereby amended by adding the following sentence at the end of that Section:

The initial Lease term as specified in the applicable Schedule does not exceed 25 years.

2. **Section 18** of the Master Lease is hereby amended by adding the following sentence at the end of that Section:

Notwithstanding the foregoing, this Lease may be assigned by Lessor only in whole, not in part.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Master Lease will remain in full force and effect and are hereby ratified and confirmed.

Lessor: TCF National Bank

By: _____

Title: _____

Lessee: City of White Settlement

By: _____

Print Name: _____

Title: _____



Turf Equipment Schedule (Fair Market Value Purchase Option)

The "Lease": Equipment Schedule Number 008-0799926-100 Dated September 23, 2020 to Master Lease Number 799926L Dated September 23, 2020	
"Lessee": City of White Settlement, 115 4th Street, White Settlement, TX 76108	
Contact: Richard Tharp	Phone: (817) 246-4971
"Lessor": TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit
	24 Months	Monthly	\$392.53 plus applicable taxes except financed sales tax included in the Final Cost	\$392.53 For Installments(s): First	N/A	N/A

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"):

MAXIMUM HOURS:

115 4th Street, White Settlement, TX 76108:

(1) Kawasaki 31HP FX w/ 60" Turbo Force Deck together with any and all attachments and accessories included thereto

600/Year

Each Rent Payment shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as mutually determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable 1-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
- Upon Lessee's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY AS TO TITLE OR WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, this Lease is not a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty Loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss", means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment; and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- If this Lease terminates or is cancelled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.
- This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version. Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature.

Lessor: TCF National Bank

By: _____

Title: _____

Lessee: City of White Settlement

By: _____

Print Name: _____

Title: _____

RESOLUTION
LEASE NO. 008-0799926-100
DATED AS OF SEPTEMBER 23, 2020

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0799926-100** dated **September 23, 2020** (the "Lease"), between **City of White Settlement, 115 4th Street, White Settlement, TX 76108** and **TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**; and prescribing other details in connection therewith.

WHEREAS, City of White Settlement, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of Texas; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of White Settlement:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee , is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of Texas.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20 ____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0799926-100
DATED AS OF September 23, 2020

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of White Settlement (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of Texas, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.

**Invoice**

Date of Invoice: 09/23/2020
Application Number: 423794
Contract Number: 008-0799926-100

To: City of White Settlement
115 4th Street
White Settlement, TX 76108

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$392.53	\$0.00		\$392.53
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$392.53

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$250.00

Other Fees/Charges Sub Total **\$250.00**

Invoice Total Due

Invoice Total Due **\$642.53**

Remit Payment with 866-465-3149
Completed Documents to: OR
TCF National Bank
1111 West San Marnan Dr, Suite A2 West
Waterloo, IA 50701-8926



Delivery and Acceptance

"Lessee"
City of White Settlement, 115 4th Street, White Settlement, TX 76108
"Lessor"
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Delivery and Acceptance agreement attached to and made a part of Lease **008-0799926-100** dated **September 23, 2020** (the "Lease").

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment, together with any supporting documentation, is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER

Acceptance Date: _____

Lessee: City of White Settlement

By: _____ Title: _____

Printed Name: _____

Please Complete and return this document by Fax to 800-741-8079 upon delivery and acceptance of the financed Equipment.

RESOLUTION NO. [REDACTED]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT, TEXAS AUTHORIZING THE CITY TO ENTER INTO AN ADVANCE FUNDING AGREEMENT (AFA) FOR PRELIMINARY ENGINEERING SERVICES WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT, SURFACE TRANSPORTATION BLOCK GRANT, AND LOCAL GOVERNMENT CONTRIBUTION (OFF-SYSTEM) FOR THE NORTH LAS VEGAS TRAIL PROJECT FROM IH 820 IN FORT WORTH TO APPROXIMATELY QUEBEC DRIVE IN WHITE SETTLEMENT (TxDOT CSJ# 0902-90-176).

WHEREAS, it is the intent of the City of White Settlement to protect the public health, safety and welfare; and

WHEREAS, the section of North Las Vegas Trail from IH 820 to Quebec Drive is in dire need of improvement; and

WHEREAS, an AFA with TxDOT for the Preliminary Engineering Services will be utilized to determine the method and lane configuration to widen from 2 lanes to 4 lanes to add capacity to the roadway, along with sidewalks, intersection improvements, traffic signals and stormwater channel improvements (City of Fort Worth 100-Year Flood Standard). During the preliminary engineering phase, the schematic will be developed, environmental clearance will be obtained and future ROW needs will be determined. Project limits also include cross streets of Heron Drive and Shoreview Drive; and

WHEREAS, the AFA Local Government Contribution from the City of White Settlement for Preliminary Engineering Services is \$315,003.00.

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

The City of White Settlement hereby desires to enter into an Advance Funding Agreement (AFA) for Preliminary Engineering Services with the Texas Department of Transportation (TxDOT) for Congestion Mitigation and Air Quality Improvement, Surface Transportation Block Grant, and Local Government Contribution (off-system) for the North Las Vegas Trail Project from IH 820 in Fort Worth to approximately Quebec Drive in White Settlement (TxDOT CSJ# 0902-90-176).

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WHITE SETTLEMENT this 6th day of October 2020.

APPROVED:

Ronald A. White, Mayor

ATTEST:

Amy Arnold, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Drew Larkin, City Attorney

DRAFT

TxDOT:		Federal Highway Administration:	
CSJ #	0902-90-176	CFDA No.	20.205
District #	02-Fort Worth	CFDA Title	Highway Planning and Construction
Code Chart 64 #	45900		
Project Name	Las Vegas Trail	AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT, SURFACE
TRANSPORTATION BLOCK GRANT, AND LOCAL CONTRIBUTION PROGRAM
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of White Settlement**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described **as construct new roadway lanes**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	State	Architectural and Engineering Services	Article 11
4.	N/A	Construction Responsibilities	Article 12
5.	N/A	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists preliminary engineering services for North Las Vegas Trail from IH 820 in Fort Worth to approximately Quebec Drive in White Settlement. The project limits also include cross streets of Heron Drive and Shoreview Drive. Preliminary engineering services will be utilized to determine the method and lane configuration to widen from 2 lanes to 4 lanes to add capacity to the roadway, along with sidewalks, intersection improvements, traffic signals and stormwater channel improvements (City of Fort Worth 100-Year Flood Standard). During the preliminary engineering phase, the schematic will be developed, environmental clearance will be obtained and future ROW needs will be determined.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local

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Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.
- F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible

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for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. 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.

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- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement. **The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination.**

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities, N/A

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the

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State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards, N/A**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services

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contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. **Construction Responsibilities, N/A**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. **Project Maintenance, N/A**

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. **Right of Way and Real Property, N/A**

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to

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the State before funds may be expended for the improvement of the right of way or real property.

- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values.

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The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of White Settlement ATTN: City Manager 214 Meadow Park Drive White Settlement, Texas 76108	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that

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notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither 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.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

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24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such

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contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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).
- H. Titles II and III of the Americans with Disabilities Act, which 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 entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

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- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. **Disadvantaged Business Enterprise (DBE) Program Requirements**

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State'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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, 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 Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer

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the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- F. Each contract the Local Government 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 DOT-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.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the

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Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five 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.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

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- D. For each year the Project remains open for federal funding expenditures, the Local Government 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.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Typed or Printed Title

Date

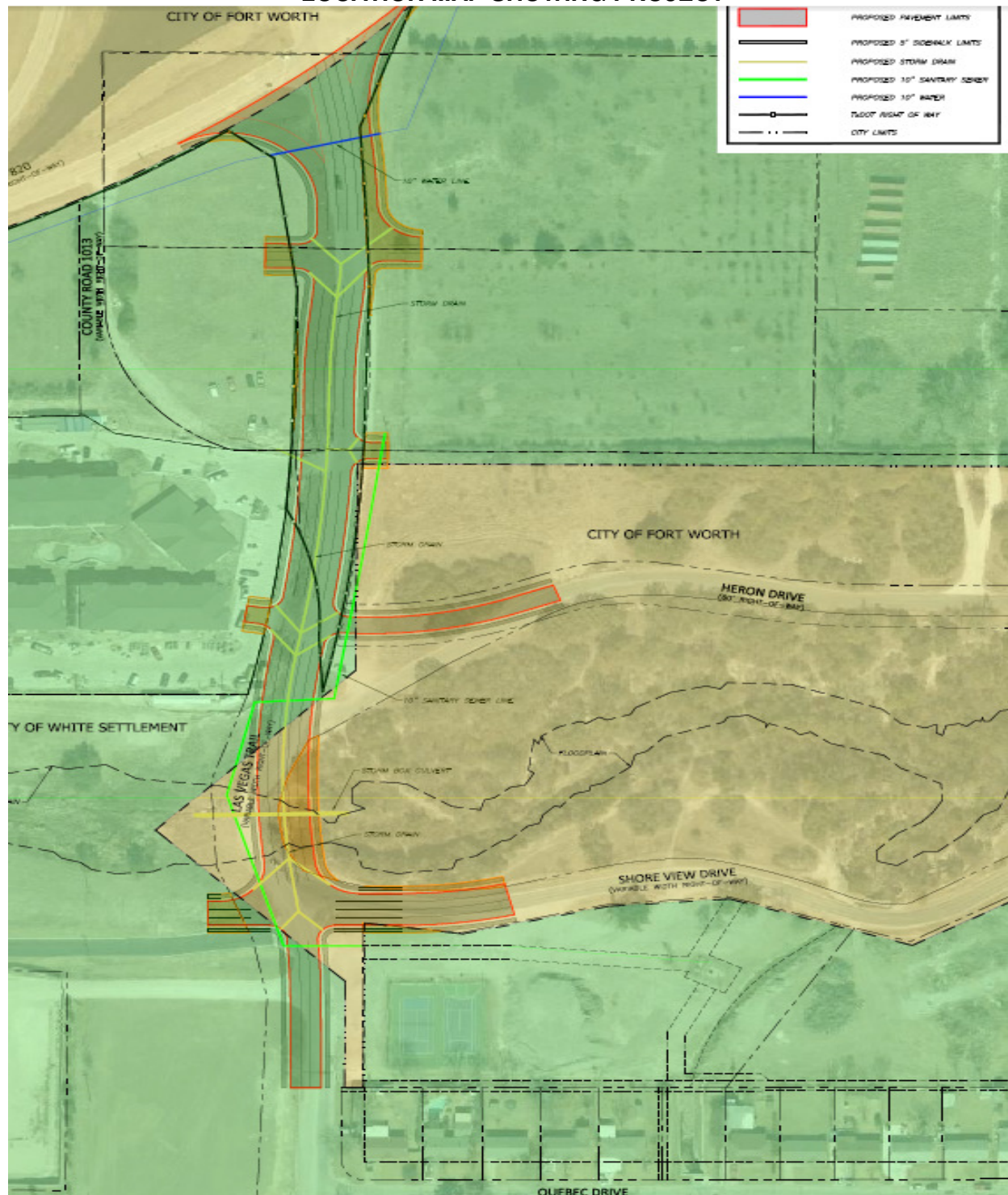
Date

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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

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ATTACHMENT B LOCATION MAP SHOWING PROJECT



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ATTACHMENT C PROJECT BUDGET

Costs will be allocated based on 100% Local Government. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by State)	\$275,000	0%	\$0	0%	\$0	100%	\$275,000
Environmental (by State)	\$25,000	0%	\$0	0%	\$0	100%	\$25,000
Subtotal	\$300,000		\$0		\$0		\$300,000
Environmental Direct State Costs	\$1,250	0%	\$0	0%	\$0	100%	\$1,250
Right of Way Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Engineering Direct State Costs	\$13,750	0%	\$0	0%	\$0	100%	\$13,750
Utility Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Construction Direct State Costs	\$1	0%	\$0	0%	\$0	100%	\$1
Indirect State Costs	\$13,560	0%	\$0	100%	\$13,560	0%	\$0
TOTAL	\$328,563		\$0		\$13,560		\$315,003

Initial payment by the Local Government to the State: \$315,003.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State: \$315,003.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Online Form Submittal: Board/Commission Application

noreply@civicplus.com <noreply@civicplus.com>

Thu 9/24/2020 5:25 PM

To: Amy Arnold <aarnold@wstx.us>

Board/Commission Application

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Name	Tom Warren
Email Address	tom@crossedanchorscoffee.com
Address	644 Crosby Ave
City	White Settlement
State	TX
Zip Code	76108
Phone Number	8173433509
Occupation	Area Field Manager and business owner
How long have you been a resident of the City?	6 years
Are you a qualified voter of the City?	Yes
Professional and/or community activities	Member of Texas Storage Association. VFW member Served as Chair of Combined Federal Campaign for Great Lakes Naval base while on active duty.
Additional pertinent information/references	Veteran Own small business based out of my house in White Settlement

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I am interested in serving on the following boards, commissions, or committees (choose up to 3)	Crime Control & Prevention, Economic Development Corporation, Planning & Zoning Board
Do you serve on any other board/commission/committee at this time? If so, please list	Board of Adjustments and Appeals
Do you have any relatives working for the City?	No
If yes, list name of relative	Field not completed.

Do you receive any direct compensation or gain from the City or any other governmental entity? If so, what type?

No

Digital Signature (type your name)

Tom Warren

Date

9/24/2020

Email not displaying correctly? [View it in your browser.](#)

From:Tom Warren <tom@crossedanchorscoffee.com>
Sent:Friday, September 25, 2020 1:38 PM
To:Amy Arnold <aarnold@wstx.us>
Subject:Re: board application

Amy,

I'm really just the alternate on the BAA. I would resign the BAA in order to be on the P and Z board.