

# CITY COUNCIL

1520 AVENUE K



DATE: 2/8/2016  
CALL TO ORDER: 7:00 p.m.  
INVOCATION: Kim Meyers, Minister to Children & Families  
St. Andrew United Methodist Church  
PLEDGE OF ALLEGIANCE: Cub Scout Pack 18  
Saigling Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>OUR MISSION - THE CITY OF PLANO IS A REGIONAL AND NATIONAL LEADER, PROVIDING OUTSTANDING SERVICES AND FACILITIES THROUGH COOPERATIVE EFFORTS THAT ENGAGE OUR CITIZENS AND THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p><b>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</b></p> <p><b><u>PROCLAMATIONS &amp; SPECIAL RECOGNITION</u></b></p> <p>Special Recognition: The American Heart Association is promoting acting immediately if heart problems are suspected through the "Don't Die of Doubt" campaign.</p> <p><b><u>OATHS OF OFFICE</u></b></p> <p><b><u>Retirement Security Plan Committee</u></b></p> <p>Gregory W. Rushin</p> <p><b><u>COMMENTS OF PUBLIC INTEREST</u></b></p> <p><b><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></b></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><b><u>CONSENT AGENDA</u></b>  <b><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></b></p> <p><b><u>Approval of Minutes</u></b></p> <p>(a) January 25, 2016 January 28, 2016</p> <p><b><u>Approval of Expenditures</u></b></p> <p><b>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</b></p> <p>(b) RFP No. 2015-445-C for a three (3) year contract with two (2), three-year City optional renewals for Retirement Security Plan - Trustee Bank Services for Human Resources to Frost Bank in the estimated contract amount of \$98,625; and authorizing the City Manager to execute all necessary documents.</p> <p>(c) Bid No. 2016-0148-C for one (1) year contract with three (3) City optional renewals, for dechlorinator tablets for the Public Works Department to Integra Chemical Company in the estimated annual amount of \$213,505; and authorizing the City Manager to execute all necessary documents.</p> <p><b><u>Purchase from an Existing Contract</u></b></p> <p>(d) To approve the purchase of the supply and installation of Control-Link lighting system to be utilized by the Parks and Recreation Department in the amount of \$167,485 from Musco Sports Lighting, LLC through an existing BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (BuyBoard No. 423-13)</p> <p><b><u>Approval of Contract Modification</u></b></p> <p>(e) To approve and authorize Contract Modification No. 3 for the purchase of Cart Maintenance in the estimated amount of \$537,986 from Otto Container Management, L.L.C. for Public Works Environmental Waste. This modification will provide for an extension to the current contract, 2001-6-C.</p> <p><b><u>Adoption of Resolutions</u></b></p> <p>(f) To appoint James D. Shields and Lori A. Leu, licensed attorneys, to serve a two year term as ethics investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date.</p> <p>(g) To approve the Investment Portfolio Summary for the quarter ending December 31, 2015; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
(h)	<p>To approve the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company LLC, providing for the relocation of existing overhead facilities in the I Avenue right-of-way between 14th Street and 15th Street to underground; authorizing its execution by the City Manager; and providing an effective date.</p>	
(i)	<p>To approve the terms and conditions of a Local Transportation Project Advance Funding Agreement by and between the City of Plano and the Texas Department of Transportation for Windhaven Parkway from West Plano City Limits to Spring Creek Parkway; authorizing its execution by the City Manager; and providing an effective date.</p>	
	<p><b><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></b></p> <p><b><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></b></p> <p><b><u>Non-Public Hearing Items: The presiding officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The presiding officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></b></p>	
(1)	<p>Consideration of a Resolution to authorize a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Pogue Construction Co., LP, for Plano Centre Renovations establishing a Guaranteed Maximum Price (GMP) of \$2,856,581; authorizing the City Manager to execute the necessary contract documents; and providing an effective date.</p> <p><b><u>Plano Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></b></p>	



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/08/2016		
Department:		City Manager's Office		
Department Head		Bruce Glasscock		
Agenda Coordinator (include phone #): <b>Melinda White X7548, Cindy Pierce X5161</b>				
<b>CAPTION</b>				
Special Recognition: American Heart Association is promoting acting immediately if heart problems are suspected through the "Don't Die of Doubt" campaign.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
<b>FUND(S):</b>				
<b>COMMENTS:</b>				
<b>SUMMARY OF ITEM</b>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	

**PLANO CITY COUNCIL  
PRELIMINARY OPEN MEETING  
January 25, 2016**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Angela Miner  
Rick Grady  
Ron Kelley  
Tom Harrison  
David Downs

**STAFF PRESENT**

Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Jack Carr, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere called the meeting to order at 5:03 p.m., Monday, January 25, 2016, in Training Room A of the Municipal Center, 1520 K Avenue. A quorum was present. Mayor LaRosiliere then stated that the Council would retire into Executive Session in compliance with Chapter 551, Government Code, Vernon's Texas Codes, Annotated in order to consult with an attorney and receive Legal Advice and discuss Litigation, Section 551.071; to receive information regarding Economic Development, Section 551.087; and discuss Real Estate, Section 552.072 and discuss Personnel, Section 551.074; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required.

Mayor LaRosiliere reconvened the meeting back into the Preliminary Open Meeting at 6:05 p.m. in the Senator Florence Shapiro Council Chambers.

**Consideration and action resulting from Executive Session discussion  
Personnel – Appointments**

Board of Adjustment

The Council deferred appointment of an interim member.

## **Personnel – Appointments**

### Retirement Security Plan Committee

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Mayor Pro Tem Smith, the Council voted 8-0 to confirm the City Manager's recommendation to appoint Police Chief Rushin as interim employee member.

## **Comprehensive Monthly Financial Report – December 2015**

Director of Finance Tacke advised that the December 2015 report finds General Fund revenues as a percentage of the budget are down .5 percent compared to last year while Water and Sewer revenues are up 2.1 percent. She stated that actual General Fund revenues are up \$6.2 million, primarily due to an increase in collection of ad valorem taxes and increase of \$752,000 in building permit revenue. She advised that General Fund expenditures as a percent of budget are down by .8 percent from last year's expenditures and Water and Sewer expenditures are up by .2 percent from last year's expenditures. General Fund expenditures are up due to a 3% non-civil and civil service pay increase and an increase in staffing. She advised that the unemployment rate is at 3.6% and sales tax collections were down \$212,000 for the month. Ms. Tacke spoke to the real estate recap stating properties were on the market an average of 35 days and sold at 99 percent of asking price. Ms. Tacke advised the Water and Sewer revenues and hotel/motel taxes were up for the month. She stated the annual audit is on the agenda for Council's approval and commended staff for their work in the process.

## **Transportation Update**

Assistant City Manager Carr spoke to the Mobility 2040 Transportation Plan, its purpose, and agencies involved. He reported on the improvements to US 75 and area toll roads. Mr. Carr spoke to the northbound/southbound traffic volume and Legacy business area. He discussed the Congestion Action Toolbox, including capacity improvements, intelligent transportation systems to keep traffic moving, traffic management center, traveller information, incident and event center, support of alternative modes of transportation, transit options, peak use reduction, and construction coordination. In response to Council, Mr. Carr clarified the last mile concept, from bus or train stop to final destination; ride share, carpooling by employees of neighboring companies; and passenger train options. City Manager Glasscock stated with Plano being an employment center, traffic will need to be continually reviewed.

## **Consent and Regular Agendas**

Council Member Harrison requested Consent Agenda Items "J", "K" & "O" be pulled for individual consideration.

## **Council Items for Discussion/Action on Future Agendas**

No items were discussed.

Nothing further was discussed. Mayor LaRosiliere adjourned the meeting at 6:35 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL  
REGULAR SESSION  
January 25, 2016**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Angela Miner  
Rick Grady  
Ron Kelley  
Tom Harrison  
David Downs

**STAFF PRESENT**

Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Jim Parrish, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Jack Carr, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary

Mayor LaRosiliere convened the Council into the Regular Session on Monday, January 25, 2016, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Dr. Jon Lineberger with Prestonwood Baptist Baptist led the invocation and Brownie Troop 6622 with Haun Elementary led the Pledge of Allegiance and Texas Pledge.

Mayor LaRosiliere recognized Dr. Mark Gamber as 2015 EMS Medical Director of the Year and presented a certificate of appreciation to David Stolle for his service on the Tax Increment Financing Reinvestment Zone No. 2 Board.

**COMMENTS OF PUBLIC INTEREST**

Candace Fountoulakis spoke to the Collinwood House and its reported historical value. Kate Garrison spoke to Universal Design for buildings allowing access to all persons.

**CONSENT AGENDA**

Upon a motion made by Council Member Downs and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 to approve and adopt all items on the Consent Agenda; with the exception of Item J, Item K, and Item O, as recommended, and as follows:

**Approval of Minutes**

January 11, 2015  
(Consent Agenda Item "A")

## **Approval of Expenditures**

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

**To ratify and approve the award for RFP 2016-0022-C** for Stop Loss Insurance for the period of 1/1/2016 to 1/31/2016 in the estimated amount of \$133,042 and for the period of 2/1/2016 to 12/31/2016 in the estimated amount of \$1,463,459, for an estimated total contract amount of \$1,596,501, to be utilized by Human Resources to ReliaStar Life Insurance Company; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

**Bid No. 2016-0125-B** for the Sanitary Sewer Manhole Lining Contract, Project No. 6463, for Public Works Department to Infrastructure Rehabilitation USA, Inc. in the amount of \$920,990; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “C”)

**Bid No. 2016-0035-C** for a one (1) year contract with 3 one-year City optional renewals, for printing and mailing services of the Leisure Catalog for Parks & Recreation Department to Signature Offset in the estimated annual amount of \$52,037; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “D”)

**Bid. No 2016-0111-C** for a one (1) year contract with four (4) City optional renewals for Engineered Wood Fiber for the Parks and Recreation Department to Child’s Play, Inc. in the amount of \$146,557; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

**Bid No. 2016-0024-B** for Plano City Hall Irrigation and Landscape Renovation, Project No. 6122 to J.C. Commercial, Inc. in the amount of \$988,747, plus a potential total of \$85,000 incentive fees; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

### **Purchase from an Existing Contract**

To approve the purchase of five (5) Ford F450 Chassis with Versalift Body and Aerial for Fleet Services to be utilized by Public Works Operations in the amount of \$432,670 from Silsbee Ford through an existing TASB/BuyBoard contract; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 430-13) (Consent Agenda Item “G”)

To approve the purchase of one (1) Crane Carrier Refuse Rear Loading Truck Chassis and four (4) Crane Carrier Refuse Automated/Side Loading Truck Chassis in the amount of \$850,583 from Bond Equipment Company with one (1) Rear Loader Body and four (4) Automated/Side Loading Truck Bodies in the amount of \$569,692 from Heil of Texas for a total amount of \$1,420,275 for Fleet Services to be utilized by Environmental Waste Services through existing TASB/BuyBoard contracts; and authorizing the City Manager to execute all necessary documents. (TASB/BuyBoard Contract No. 425-13 and 430-13) (Consent Agenda Item “H”)

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

To approve a Professional Services Agreement by and between the City of Plano and Jerry Parche' Consulting Engineers, in the amount of \$239,385 for Water Rehab Belleview and Ranch Estates; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item "I")

**Adoption of Resolutions**

**Resolution No. 2016-1-13(R):** To approve the changes to the actuarial assumptions pertaining to the discount rate, or assumed rate of return, and the mortality tables for the Retirement Security Plan as recommended by the Retirement Security Plan Committee and the Plan's Actuary; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "L")

**Resolution No. 2016-1-14(R):** To approve the terms and conditions of an Economic Development Incentive Agreement by and between JPMorgan Chase Bank, NA, a national banking association, and the City of Plano, Texas; authorizing its execution by the City Manager; and providing an effective date. (Consent Agenda Item "M")

**Resolution No. 2016-1-15(R):** To ratify the terms and conditions of an Interlocal Cooperation Agreement by and between the City of Plano, Texas, and the City of Sachse, Texas, for Interim Fire Chief services; approving its execution by the City Manager; and providing an effective date. (Consent Agenda Item "N")

**Resolution No. 2016-1-16(R):** To accept the findings and opinions of the Annual Audit; authorizing the City Manager, or in his absence the Director of Finance, to publish the results thereof; and providing an effective date. (Consent Agenda Item "P")

**END OF CONSENT**

**To approve and authorize Contract Modification No. 7** for the purchase of system maintenance for the Court Case Management and Imaging System in the estimated annual amount of \$85,070 from Tyler Technologies, Inc. for the Municipal Courts. This modification will provide for five (5) additional one-year renewal terms to the City of Plano current contract, 2012-23-I. (Consent Agenda Item "J")

Council Member Harrison inquired to other options for maintenance of the software. Director of Finance Tacke stated the software is proprietary to Tyler Technologies, Inc. and the fee includes software updates and annual maintenance.

Upon a motion made by Mayor Pro Tem Smith and seconded by Deputy Mayor Pro Tem Harris, the Council voted 8-0 To approve and authorize Contract Modification No. 7 for the purchase of system maintenance for the Court Case Management and Imaging System in the estimated annual amount of \$85,070 from Tyler Technologies, Inc. for the Municipal Courts. This modification will provide for five (5) additional one-year renewal terms to the City of Plano current contract, 2012-23-I.

**To ratify and approve additional services** for implementation, licensing and support for the Utiligy 360 - Enterprise Utility Management product. The ratification amount of \$220,706 covers an administrative adjustment and services rendered. The amount of \$222,361 is for additional services to complete the implementation, for an estimated total contract amount of \$1,065,769 for approved and additional services to be utilized by Technology Services from the sole source provider Denovo Ventures LLC; and authorizing the City Manager to execute all necessary documents. (2013-292-X) (Consent Agenda Item “K”)

Council Member Harrison inquired to the additional funds required to complete the implementation and if another provider was not available. Director of Finance Tacke stated the increase in cost is a result of modifying the software to accommodate City specific requirements and that the software is part of the JD Edwards system currently utilized by the Finance Department, allowing for ease of integration.

Upon a motion made by Council Member Harrison and seconded by Council Member Miner, the Council voted 8-0 To ratify and approve additional services for implementation, licensing and support for the Utiligy 360 - Enterprise Utility Management product. The ratification amount of \$220,706 covers an administrative adjustment and services rendered. The amount of \$222,361 is for additional services to complete the implementation, for an estimated total contract amount of \$1,065,769 for approved and additional services to be utilized by Technology Services from the sole source provider Denovo Ventures LLC;

**Resolution No. 2016-1-17(R):** To repeal and replace Resolution No. 2002-12-1(R) and Resolution No. 96-9-33(R) with the herein Resolution to clarify that the Standing and Ad Hoc Advisory Boards, Commissions and Committees of the City of Plano shall comply with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, with the exception of holding closed meetings; and providing an effective date. (Consent Agenda Item “O”)

Council Member Harrison stated he pulled the resolution from the Consent Agenda erroneously.

Upon a motion made by Council member Harrison and seconded by Council Member Grady, the Council voted 8-0 to repeal and replace Resolution No. 2002-12-1(R) and Resolution No. 96-9-33(R) with the herein Resolution to clarify that the Standing and Ad Hoc Advisory Boards, Commissions and Committees of the City of Plano shall comply with the requirements of the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, with the exception of holding closed meetings; and further to adopt Resolution No. 2016-1-17(R).

**Public Hearing and adoption of Ordinance No. 2016-1-18** to designate a certain area within the City of Plano, Texas as Reinvestment Zone No. 141 for tax abatement, consisting of a 48.68 acre tract of land located in the J.C. Barrow Survey, Abstract No. 90, the H.N. Thompson Survey, Abstract No. 896 and the Garland Martin Survey, Abstract No. 662, City of Plano, Collin County, Texas, being all of Lots 1 and 2, Block B of Legacy West Addition, Lot 1 and Lot 2, Block B, Lot 1, Block C, Lot 1R, Block B and Lots 1 and 2, Block E, an addition to the City of Plano according to the plat thereof recorded in Cabinet 2015, Page 63, Map Records, Collin County, Texas and being part of called described in Limited General Warranty Deed, to SWC Tollway & 121 LLC, recorded in Instrument Number 20140205000109390, Official Public Records, Collin County, Texas, and described in Exhibit "A" attached hereto, establishing the boundaries of such zone; ordaining other matters related thereto; and providing an effective date. (Regular Item “1”)

**Public Hearing and adoption of Ordinance No. 2016-1-18 (Cont'd.)**

Director of Economic Development Bane spoke to the requirements for a reinvestment zone for tax abatement stating \$150 million of real property improvements and \$70 million in business personal property will be put into place by December 2018. She added the abatement will have a term of 10 years beginning January 2019 for real property based on an abatement amount of 50 percent.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Deputy Mayor Pro Tem Harris and seconded by Council Member Downs, the Council voted 8-0 to designate a certain area within the City of Plano, Texas as Reinvestment Zone No. 141 for tax abatement, consisting of a 48.68 acre tract of land located in the J.C. Barrow Survey, Abstract No. 90, the H.N. Thompson Survey, Abstract No. 896 and the Garland Martin Survey, Abstract No. 662, City of Plano, Collin County, Texas, being all of Lots 1 and 2, Block B of Legacy West Addition, Lot 1 and Lot 2, Block B, Lot 1, Block C, Lot 1R, Block B and Lots 1 and 2, Block E, an addition to the City of Plano according to the plat thereof recorded in Cabinet 2015, Page 63, Map Records, Collin County, Texas and being part of called described in Limited General Warranty Deed, to SWC Tollway & 121 LLC, recorded in Instrument Number 20140205000109390, Official Public Records, Collin County, Texas, and described in Exhibit "A" attached hereto, establishing the boundaries of such zone and further to adopt Ordinance No. 2016-1-18.

**Resolution No. 2016-1-19(R):** To approve the terms and conditions of an agreement by and between the City of Plano, Texas and JPMorgan Chase Bank, NA, a national banking association, providing for real and business personal property tax abatement; and authorizing its execution by the City Manager; and providing an effective date. (Regular Item "2")

Director of Economic Development Bane stated the agreement is between JPMorgan Chase Bank, NA, and the City of Plano and covers an improvement of a 800,000 square foot office building in the Legacy Business Park, adding \$220 million to the tax roll with an abatement of 50 percent and a term of 10 years.

Mark Bina spoke in opposition of the tax abatement agreement.

Upon a motion made by Mayor Pro Tem Smith and seconded by Council Member Downs, the Council voted 8-0 to approve the terms and conditions of an agreement by and between the City of Plano, Texas and JPMorgan Chase Bank, NA, a national banking association, providing for real and business personal property tax abatement: and further to adopt Resolution No. 2016-1-19(R).

**Public Hearing and adoption of Ordinance No. 2016-1-20** as requested in Zoning Case 2015-26 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 0.2± acre of land located on the north side of 12th Street, 181± feet east of Municipal Avenue in the City of Plano, Collin County, Texas, from Light Industrial-1 to Single-Family Residence-6; directing a change accordingly in the official zoning map of the City; and providing a penalty clause, a repealer clause, a savings clause, a severability clause, a publication clause, and an effective date. Applicant: City of Plano (Regular Item "3")

**Public Hearing and adoption of Ordinance No. 2016-1-20 (Cont'd.)**

Director of Planning Day stated the property is currently being used as a residence and has been for several years and is the neighboring property to the case considered in December. She spoke to the residential and commercial uses of the surrounding properties. Ms. Day reported Staff and the Planning and Zoning Commission recommend the request for approval.

Mayor LaRosiliere opened the public hearing. No one appeared to speak. Mayor LaRosiliere closed the public hearing.

Upon a motion made by Council Member Downs and seconded by Council Member Grady, the Council voted 8-0 to amend the Comprehensive Zoning Ordinance of the City, Ordinance No. 2015-5-2, as heretofore amended, so as to rezone 0.2± acre of land located on the north side of 12th Street, 181± feet east of Municipal Avenue in the City of Plano, Collin County, Texas, from Light Industrial-1 to Single-Family Residence-6, as requested in Zoning Case 2015-26; and further to adopt Ordinance No. 2016-1-20.

With no further business, Mayor LaRosiliere adjourned the meeting at 7:49 p.m.

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**Harry LaRosiliere, Mayor**

ATTEST

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Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL and  
PLANO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
JOINT WORK SESSION AND REGULAR MEETING  
January 28, 2016**

**COUNCIL MEMBERS PRESENT**

Harry LaRosiliere, Mayor – arrived at 6:07 p.m.  
Lissa Smith, Mayor Pro Tem  
Ben Harris, Deputy Mayor Pro Tem  
Angela Miner  
Rick Grady  
Ron Kelley  
Tom Harrison  
David Downs

**STAFF PRESENT**

Bruce Glasscock, City Manager  
Frank Turner, Deputy City Manager  
LaShon Ross, Deputy City Manager  
Mark Israelson, Assistant City Manager  
Jack Carr, Assistant City Manager  
Paige Mims, City Attorney  
Lisa C. Henderson, City Secretary  
Christina Day, Director of Planning  
Lori Schwarz, Neighborhood Services  
Manager

**PISD BOARD OF TRUSTEES  
MEMBERS PRESENT**

Nancy Humphrey, Board President  
Missy Bender, Board Vice President  
Marilyn Hinton  
Tammy Richards  
Dr. Yoram Solomon  
David Stolle

**PISD STAFF PRESENT**

Dr. Brian Binggeli, Superintendent of  
Schools  
Steve Fortenberry, Chief Financial Officer  
Dan Armstrong, AS – Technology Services  
Dr. Kary Cooper, AS – District Services  
Susan Modisette, AS – Campus Services  
Karla Oliver, AS – Government,  
Community and Planning Initiatives  
Dr. Jim Wussow, AS – Academic Services

The Joint Work Session convened on January 28, 2016, at 6:00 p.m. at the Plano ISD Sockell Center, 6301 Chapel Hill Boulevard, Plano, Texas. Quorums of the City Council and PISD Board of Trustees were present.

**Welcome and Introductions**

During dinner, Superintendent Binggeli welcomed everyone and members of City Council, School Board, and staff provided introductions.

**REGULAR MEETING**

**Presentation by City of Plano**

**Neighborhood Revitalization Update**

Director of Neighborhood Services Schwarz provided information on the programs available for neighborhood revitalization. She spoke to the Love Where You Live program being a two-point approach to physically transform neighborhoods and create outreach and awareness. Ms. Schwarz discussed the neighborhoods involved in the program and partnerships with local educational, faith based, non-profit and civic groups. She spoke to the service day projects, block party, and the impact of the program over the last five years. Ms. Schwarz stated April 23, 2016 will be the service day for the Plano Park and Armstrong Park neighborhoods.

## **Neighborhood Revitalization Update (Cont'd.)**

Ms. Schwarz spoke to the Great Update Rebate Program and the requirements for participation. She detailed the location of the completed and pending projects, the property age distribution, and the upcoming eligibility changes to the program. Ms. Schwarz provided information on the number and types of projects, total improvement investment, and before and after photographs of completed projects.

## **Development Project Update**

Director of Planning Day provided a map of the current major projects in the City, mainly along the SH121 and President George Bush Turnpike corridors. She stated there is currently \$1.8 billion of value being added in the Legacy West development. Ms. Day spoke to the residential development in the City and the how the housing types impact the school district.

Ms. Day discussed the new simplified zoning process chart and explained the steps. She reported the collaborative review process with the school district and the methods for exchanging information.

## **City Performance Metrics - Dashboard Presentation**

Assistant City Manager Israelson spoke to the performance dashboard on the City's website. He discussed the purpose, how the data is compiled, and how the interface allows citizens to easily navigate and drill down to review additional detailed data. Mr. Israelson stated the Measures can express the data with a related goal and the Goals define a specific impact and actions required to make the improvement. He added the narrative section provides why the topic is measured and the expected outcome. Mr. Israelson reported the budget will be added to the dashboard and he provided a real-time demonstration of the dashboard.

The Council and School Board took a brief recess at 7:32 p.m. and reconvened at 7:38 p.m.

## **Presentation by Plano ISD**

### **Facilities Task Force Update**

Dr. Binggeli provided the history of the Facilities Task Force related to the bond package. He spoke to the recommended facilities, including a facility to expand the 4 year-old program to a full day, an additional employee day care center to retain staff, a Fine Arts Center to provide a facility for programs, and additional capacity for students. Dr. Binggeli stated the \$481 million bond package would likely reduce debt and the property tax rate.

## **Demographic Information for PISD**

Chief Financial Officer Fortenberry spoke to the aging community causing a drop in enrollment and that the School District utilizes demographics for capacity and staffing issues. He discussed the calculation of maximum capacity and functional capacity and the areas of the district that were affected by capacity issues. Mr. Fortenberry added it appears a new school will be needed in the northwest section of Plano within the next five years. He spoke to the collaborative efforts with the City regarding development.

## **PISD Strategic Plan**

Dr. Binggeli spoke to the District's goals of Student Learning and Efficient Use of Resources. He stated Student Learning includes maintaining high expectations, student acquisition of 21<sup>st</sup> century skills, quality and diverse programming, and a focus on responsible citizenship. Dr. Binggeli added Efficient Use of Resources includes fiscal responsibility, attracting and retaining quality staff, providing quality, safe and productive learning environments, and maintaining a community connection to support the educational mission.

Dr. Binggeli discussed the operational beliefs of building positive relationships with stakeholders; collaboration and teamwork as the cornerstone of the organizational culture; use of data to provide feedback and improve instructional delivery; embracing high expectations for staff; continual innovation to improve programs and practices; cultivation of strong leadership; zero tolerance for destructive negativism; and connecting people to the importance of the mission. He stated the goals and beliefs are quantified on an information dashboard and the important items are not easy to measure.

## **Explanation of Recapture**

Chief Financial Officer Fortenberry discussed the formula used to calculate the recapture owed to the state each year. He stated PISD will pay \$61 million in 2016 and an estimated \$99 million in 2017 to the State for the recapture.

## **Discussion on Next Steps for Interagency Collaboration**

City Manager Glasscock discussed the collaborative efforts between the City and School District including the development project discussion, Summer Internship program, and Food for Kids. President Humphrey suggested creating a schedule for the liaison groups to meet regularly to discuss topics like the Digital Divide. Mayor LaRosiliere stated this meeting was very informative and that there is value in the working committee to meet on a regular basis to keep informed on important topics. He added consistent messages from both groups will bring forth unity in the community. President Humphrey recommended meeting in January and June annually. Vice President Bender stated the liaison groups could provide status updates on follow-up items from the larger group meetings. The City Council and School Board expressed concurrence to meet as a whole two times per year.

Nothing further was discussed. The meeting was adjourned at 8:58 p.m.

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**Harry LaRosiliere, MAYOR**

ATTEST:

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Lisa C. Henderson, CITY SECRETARY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/8/2016			
Department:		Human Resources			
Department Head		Shante Akafia			
Agenda Coordinator (include phone #): <b>Corey Isaacs x7134</b>					
<b>CAPTION</b>					
RFP No. 2015-445-C for a three (3) year contract with two (2), three (3) year City optional renewals for Retirement Security Plan - Trustee Bank Services for Human Resources to Frost Bank in the estimated contract amount of \$98,625, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16 thru 2023-24</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	32,875	263,000	<b>295,875</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-32,875	-263,000	<b>-295,875</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    RETIREMENT SECURITY PLAN</b>					
<p><b>COMMENTS:</b> This item approves a contract for a Trustee Bank for the Retirement Security Plan (RSP). The anticipated cost in FY 2015-16 of \$32,875 and the total future cost is \$263,000, if all renewal years are exercised. The term of the contract will be three (3) years with two (2) City optional three-year renewal periods.</p> <p><b>STRATEGIC PLAN GOAL:</b> Selection of a Trustee Bank for the Retirement Security Plan relates to the City's Strategic Plan Goal of Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
See attached Recommendation Memo.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Recommendation Memo					
RFP Recap					



# Memorandum

**Date:** January 12, 2016  
**To:** Diane Palmer-Boeck, Chief Purchasing Official  
**From:** Andrea Cockrell, Administrative Services Manager  
**Subject:** Award of RFP 2015-445-C, Retirement Security Plan – Trustee Bank Services

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The Committee reviewed four (4) proposals in response to the Request for Proposal (RFP). The Committee evaluated the proposal from Capital One, Frost Bank, BMO Global Asset Management and BB&T and determined that Frost Bank had the overall highest score in reviewing the evaluation criteria of the Retirement Security Plan RFP and recommends awarding the contract to Frost Bank

The evaluation criteria was based on:

- SOC 1 Type 2 – Pass/Fail
- Fee schedule – 40%
- Client work history – 25%
- Experience and qualifications of staff – 25%
- Reporting and data transmission – 10%

If this contract is not approved, the funds of the Retirement Security Plan will not have a Trustee Bank to hold the assets or investment certificates.

The Committee, therefore, recommends the contract be awarded to Frost Bank in the estimated annual amount of \$32,875, with the estimated three (3) year contract amount of \$98,625.

# CITY OF PLANO

RFP No. 2015-445-C

## RFP for Retirement Security Plan – Trustee Bank Services

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**Proposal Opening Date/Time:** November 11, 2015 @ 3:00 PM

**Number of Vendors Notified:** 1,358

**Vendors Submitting “No Bids”:** 0

**Number of Proposal Submitted Non-Responsive:** 1

**Number of Proposals Submitted:** 4

<b><u>Vendor Name</u></b>	<b><u>Estimated Annual Amount</u></b>
BB&T Corporation	\$29,870.62
BMO Global Asset Management	\$32,065.52
Frost Bank	\$37,065.62
Capital One, N.A.	\$51,600.91
<b><u>Best and Final Offers Requested</u></b>	<b><u>Estimated Annual Amount</u></b>
Frost Bank	\$32,874.52

**Recommended Vendor(s):**

Frost Bank with their Best and Final Offer of \$32,874.52 estimated annual amount, with the estimated three (3) year contract amount of \$98,623.56.

*Corey Isaacs*

Corey Isaacs, Senior Buyer

January 12, 2016

Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/8/2016			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): <b>Nancy Corwin x7137</b>					
<b>CAPTION</b>					
Bid No. 2016-0148-C for one (1) year contract with three (3) City optional renewals, for dechlorinator tablets for the Public Works Department to Integra Chemical Company in the estimated annual amount of \$213,505, and authorizing the City Manager to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16, 2016-17, 2017-18, 2018-2019</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	525,500	640,515	<b>1,166,015</b>
Encumbered/Expended Amount		0	-12,583	0	<b>-12,583</b>
This Item		0	-213,505	-640,515	<b>-854,020</b>
BALANCE		0	299,412	0	<b>299,412</b>
<b>FUND(s):    WATER &amp; SEWER FUND</b>					
<b>COMMENTS:</b> This item approves price quotes for dechlorinator tablets for Public Works. The estimated amount to be spent in FY 2015-16 for this item is \$213,505. Future expenditures will be made by Public Works within the annually approved budget appropriations, at an estimated annual expenditure of \$213,505 for fiscal years 2016-17, 2017-18, and 2018-19.					
<b>STRATEGIC PLAN GOAL:</b> Contracts for water treatment chemicals relate to the City's Goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
See Recommendation Memo.					
List of Supporting Documents: Recommendation Memo, Bid Recap			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** January 19, 2016  
**To:** Nancy Corwin  
**From:** Gentry Strickland, Utility Operations Superintendent  
**Subject:** 2016 - 0148 - C

In order to maintain the highest quality water within our system, we continue to flush from fire hydrants to keep the water as fresh and safe as possible. We use dechlorination tablets to remove sterilization residuals making the flushed water safe for receiving creeks and streams as required by Federal Law. These efforts have created the need to have an annual contract with renewals in place for the purchase of dechlorination tablets.

I have completed the review and evaluation of proposals submitted in the above mentioned bid. It is my recommendation the bid be awarded to the apparent low bidder, Integra Chemical Company in the estimated annual amount of \$213,504.99.

# CITY OF PLANO

**Bid No. 2016-0148-C**

**Dechlorinator Tablets**

## **Bid Recap**

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**Bid opening Date/Time:** January 8, 2016 @ 10:00 AM

**Number of Vendors Notified:** 443

**Vendors Submitting "No Bids":**0

**Number of Bids Submitted:** 4

<b><u>Vendor Name</u></b>	<b><u>Total Base Bid</u></b>
Integra Chemical Company	\$213,504.99
Joseph G Pollard Co., Inc.	\$217,133.97
HD Supply Waterworks	\$220,762.95
Texas Water Products, Inc.	\$269,149.35

**Recommended Vendor(s):**

Integra Chemical Company \$213,504.99

*Nancy Corwin*

\_\_\_\_\_  
Nancy Corwin, Buyer II

\_\_\_\_\_  
January 8, 2016

Date



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		February 8, 2016			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry ext 7254			
Agenda Coordinator (include phone #): <b>Leslie Hooker ext 7204</b>					
<b>CAPTION</b>					
To approve the purchase of the supply and installation of Control-Link lighting system to be utilized by the Parks and Recreation Department in the amount of \$167,485 from Musco Sports Lighting, LLC through an existing BuyBoard contract, and authorizing the City Manager to execute all necessary documents. (BuyBoard No. 423-13)					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-2016</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		1,185,065	764,935	950,000	<b>2,900,000</b>
Encumbered/Expended Amount		-1,185,065	-438,370	0	<b>-1,623,435</b>
This Item		0	-167,485	0	<b>-167,485</b>
BALANCE		0	159,080	950,000	<b>1,109,080</b>
<b>FUND(S):    CAPTIAL RESERVE FUND</b>					
<b>COMMENTS:</b> Funding for this item is available in the Park Capital Reserve CIP. Acquisition and installation of an athletic field light control system, in the amount of \$167,485, will leave a current year balance of \$159,080 available for future expenditures related to athletic field renovations.					
<b>STRATEGIC PLAN GOAL:</b> Replacing the light control system that has reached the end of its useful life relates the City's Goal of Great Neighborhoods - 1st Choice to Live					
<b>SUMMARY OF ITEM</b>					
The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract No. 423-13 / City of Plano Internal Contract No. 2016-0157-B)					
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies		



# Memorandum

**Date:** January 19, 2016  
**To:** Diane Palmer-Boeck, Chief Purchasing Officer  
**From:** Kevin Murray, Park Superintendent  
**Subject:** Award Recommendation for a Buy Board Purchase of MUSCO Control Link Athletic Field Light Control System

The Parks and Recreation Department recommends a Buy Board purchase of the MUSCO Control Link Athletic Field Light Control System in the amount of \$167,485.00.

Control Link is a system of switches and software that allows central/remote control of sports lighting and other park electrical components. It is a web based application that the city is already using at several sites. The expenditures are for additional switches to be contractually installed at seven remaining athletic sites.

The recommendation of award to this vendor is based upon the following:

- Several park site renovation project bids in the recent past have specified MUSCO brand lights and Control Link or an equivalent lighting system upgrade as a part of the overall construction. MUSCO lights and Control Link were part of the awarded low bid process for those projects, so there has been opportunity for competition. The lowest bidder was awarded those projects.
- An electrical engineer prepared a report in which existing lighting systems were evaluated and various products were reviewed. The Control-Link system was recommended in the report.
- MUSCO is a large corporation supplying parks and recreation departments with lighting products across the nation. They offer long term viability and significant support resources, including an industry leading warranty and maintenance program.
- The recent installations have performed flawlessly. Based on the history it is recommended that Control Link becomes the standard lighting control system.
- Other co-operatives were investigated, and the Buy Board contract was thoroughly reviewed.
- The total expenditure is within budget and the engineer's estimate.

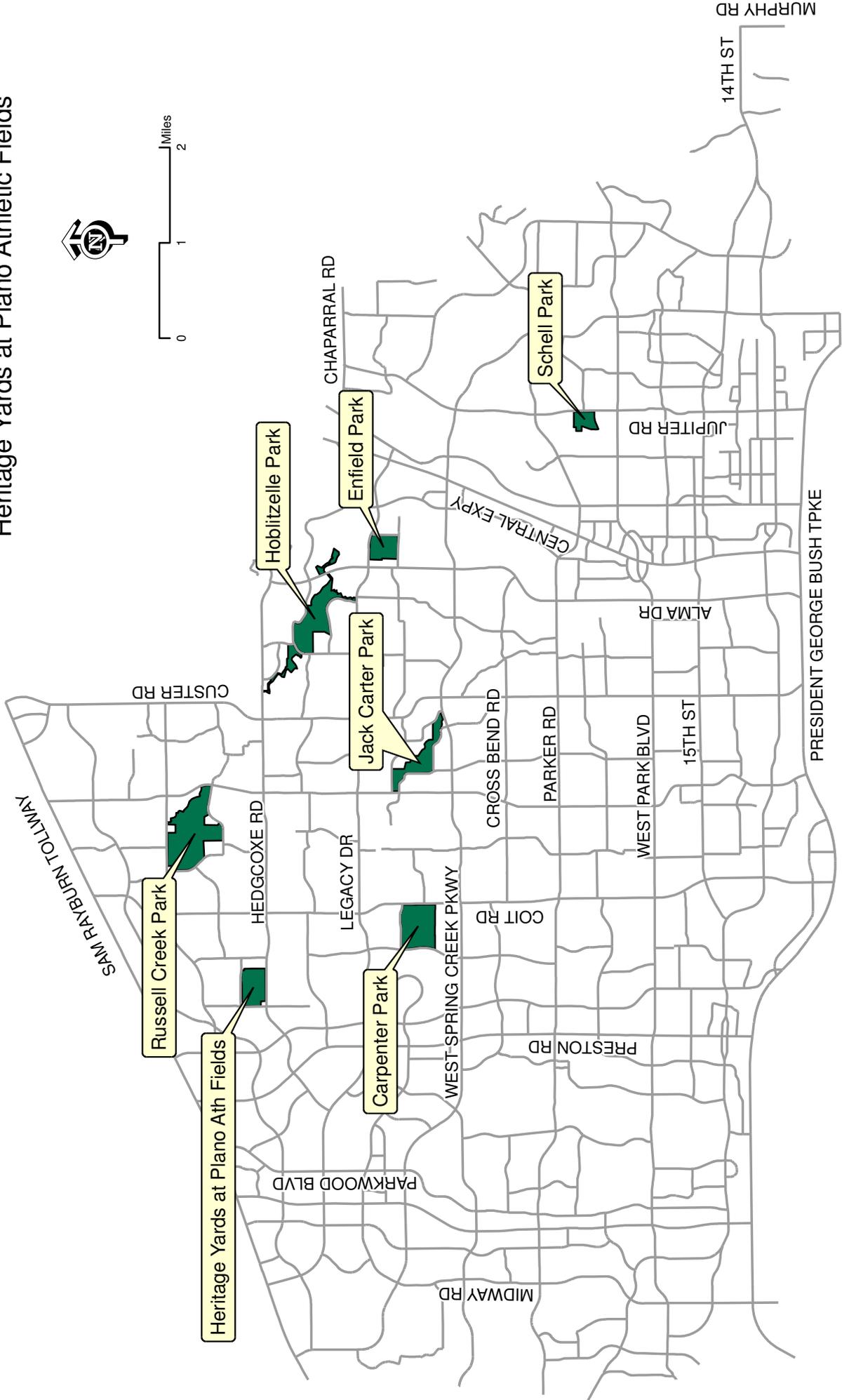
The existing SCADA athletic light control system and support is becoming unreliable. Service to athletic field users for scheduled games and other uses at remaining lighted athletic sites may be significantly disrupted. Some issues are already affecting public service, increasing energy consumption, and creating less efficient use of operational and maintenance resources. Also, due to limited availability of parts and manufacturer support, and dated technology, it may not be possible to schedule or repair old lighting systems in a timely manner if the existing control system and switches are not updated soon.

cc: Amy Fortenberry  
Jim Fox  
Ed Voss  
Doug Green



# Location Map

Carpenter Park, Enfield Park, Hoblitzelle Park,  
Jack Carter Park, Russell Creek Park, Schell Park,  
Heritage Yards at Plano Athletic Fields





# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/8/2016		
Department:		Public Works/ Environmental Waste		
Department Head		Gerald Cosgrove		
Agenda Coordinator (include phone #): <b>Nancy Corwin x7137</b>				
<b>CAPTION</b>				
To approve and authorize Contract Modification No. Three (3) for the purchase of Cart Maintenance in the estimated amount of \$537,986 from Otto Container Management, L.L.C. for Public Works Environmental Waste. This modification will provide for an extension to the current contract, 2001-6-C.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	932,086	0	<b>932,086</b>
Encumbered/Expended Amount	0	-235,738	0	<b>-235,738</b>
This Item	0	-537,986	0	<b>-537,986</b>
BALANCE	0	158,362	0	<b>158,362</b>
<b>FUND(s):    SUSTAINABILITY &amp; ENVIRONMENTAL SERVICES FUND</b>				
<p><b>COMMENTS:</b> Funding is available in the 2015-16 Sustainability &amp; Environmental Services Fund for this item. An extension to the current cart maintenance contract through September 2016, in the amount of \$537,986, will leave a current year balance of \$158,362 available for future expenditures to support solid waste collection in Plano.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining an extension to the current cart maintenance contract relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See recommendation memo.				
List of Supporting Documents: Recommendation Memo			Other Departments, Boards, Commissions or Agencies	



# Memorandum

**Date:** November 25, 2015

**To:** Nicole Mucha, Purchasing Agent

**From:** Gerald P. Cosgrove, Director of Public Works *GPC*

**Subject:** Recommendation to Otto Container Management (OCM), L.L.C contract extension

Currently all residential 95 gallon and 65 gallon trash and recycling carts are provided, serviced and maintained through our existing contract with OCM, which has been in place since February 8, 2000. However, the current contract is set to expire on February 8, 2016. In advance of completing our "Request for Proposal" (RFP) to identify our future vendor of these services and products; I am seeking the approval of an eight (8) month extension of the current agreement with OCM. This extension will provide staff additional time to complete the RFP project and coordinate the transition between our current vendor and future vendor, if it should change. The associated cost of \$537,986 for this extension will be funded from the \$818,800 budgeted for this service in our 2015-16 Budget. OCM has agreed to the requested extension under the existing terms and conditions, while supporting their ability to use either the OCM "Classic" or "Edge" cart models.

Please let me know if you have any questions on this request.

THE STATE OF TEXAS

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§  
§  
§  
§

**Third Modification of Contract**  
**By and Between City of Plano and**  
**Otto Container Management, L.L.C.**  
**2001-06-C**

COUNTY OF COLLIN

**THIS THIRD MODIFICATION OF Contract** (hereinafter "Third Modification") is by and between **OTTO CONTAINER MANAGEMENT, L.L.C.**, a Delaware limited liability company (hereinafter "Contractor") and the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his designee.

**WITNESSETH:**

**WHEREAS**, City and Contractor entered into an Agreement on February 8, 2001 (hereinafter "Agreement") for the maintenance, repair, replacement and distribution of roll out trash and recyclable carts (hereinafter "Services"); and

**WHEREAS**, City and Contractor executed a First Modification of Contract to provide for yearly rate adjustments and a Lease Agreement for outside storage area at City's Parkway Service Center; and

**WHEREAS**, City and Contractor executed a Second Modification of Contract on March 11, 2009 to increase services rate per cart and to waive certain provisions of section **IV. ANNUAL PRICE ADJUSTMENT**; and

**WHEREAS**, City and Contractor desire to further amend such Agreement in certain respects as set forth herein in this Third Modification.

**NOW THEREFORE**, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this Third Modification and the Agreement, priority of interpretation shall be in the following order: Third Modification, Second Modification, First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

**I.**

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **the first paragraph of section II. TERM OF CONTRACT** is hereby modified to read in its entirety as follows:

**"II.**

**TERM OF CONTRACT**

The initial term of this Contract shall be a period of ten (10) years commencing upon the effective date hereof; provided however, that the City shall have the right and option to extend the term hereof by an additional five (5) year period by giving written notice to Contractor of the City's election to so extend the term hereof, such notice to be given not less than sixty (60) days prior to the expiration of the initial term. The contract expiration is extended to September 30, 2016."

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **Exhibit "D"** is hereby removed and replaced with **Exhibit "D-1"**, updating specifications for automated refuse container.

III.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, **Exhibit "D-2"**, additional cart specifications, is hereby added to the Agreement.

**IN WITNESS WHEREOF**, this Modification shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

**OTTO CONTAINER MANAGEMENT,  
L.L.C.**

By:   
Name: John W. Bowers  
Title: General Counsel

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

**CITY OF PLANO, TEXAS**

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

By: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

APPROVED AS TO FORM:

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



# SECTION IV

## SPECIFICATIONS FOR AUTOMATED REFUSE CONTAINER

DETAILS

SPECIFICATIONS

BIDDER'S PROPOSAL

MAKE/MODEL

MAKE

Otto Industries, Inc.

COLOR

The container body, lid and other plastic components shall be green

MSD-952

  X    
Yes                  No

DIMENSION

The exterior dimensions (approximate) of the completely assembled container shall be as follows:

Height	41" Min.
	47" Max.
Depth	36" Max.
Width	31" Max.

Height	<u>43.25" cart body height</u>
Height	<u>46.50" overall height</u>
Depth	<u>33.62"</u>
Width	<u>26.38"</u>

CAPACITY

The container capacity shall be a minimum of 95-gallons level full, excluding additional volume achieved by crowned lid in the closed position.

  X    
Yes                  No

Capacity 95.6 gallons

CONTAINER

The container shall be designed to be dumped by both semi-automated and fully automated truck systems. It will be the responsibility of the bidder to acquaint themselves with the dumping system used by the City.

  X    
Yes                  No

The container body shall be free of pockets or handle recesses to trap refuse.

  X    
Yes                  No

The container shall be capable of accommodating a minimum load of 200 pounds, excluding weight of the container.

  X    
Yes                  No

EXHIBIT D-1  
PAGE 1 OF 25

MATERIAL

The body of the container, the lid and all parts other than tires and axles shall be composed of high density polyethylene. Minimum wall thickness must be no less than .175 inch.

  X                
Yes            No

Thickness           .175"          

Polyethylene resin shall be one hundred percent (100%) virgin material and cannot include any recycled or regenerated material.

  X                
Yes            No

LID

The lid shall be composed of high density polyethylene, crowned and not flat. The lid shall be of such configuration that it will not warp, bend, slump or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable.

  X                
Yes            No

The lid must be designed in such a manner to ensure that the container will be watertight and be permanently attached to the container with a hinge density polyethylene, without the use of a metal hinge, metal bar, pvc, plastic glued connections, or any hidden bar. The lid shall open 270 degrees.

  X                
Yes            No

No lid hatches will be accepted. Lid will be held closed by its weight only.

  X                
Yes            No

MARKINGS

All containers shall be marked with a unique sequential eight-digit alpha-numeric inventory number on one side of the container. The inventory number shall be permanently hot-stamped onto the container in numerals and letters no less than 111 in height, white in color.

  X                
Yes            No

"Property of City of Plano" will be hot-stamped in white with letters no less than 111 in height on the same side

of the container as the inventory number.

X  
Yes          No

COMPANY NAME Otto Industries, Inc.

"Keep Plano Beautiful" will be hot-stamped in white with letters no less than 111 in height on the opposite side of the container from the inventory number.

X  
Yes          No

The following information shall also be hot stamped in white on the lid of the container as specified below:

NO ASHES, PAINT, OIL, CHEMICALS, OR SOLVENTS MUST CLOSE LID BEFORE MOVING

X  
Yes          No

The following precaution will be placed on the underside of the lid in a position readily visible when container lid is raised:

"LIDS MUST BE CLOSED WHEN MOVING"

X  
Yes          No

RECORDS

Records must be kept by the supplier as to the coded month and year during which each serial numbered cart was produced to aid in any potential warranty claim.

X  
Yes          No

WEIGHT

Weight of the completely assembled container shall be approximately 40 lbs. minimum and 55 lbs. maximum.

X  
Yes          No

Weight 43.3 lbs.

MOBILITY

The container shall be easy to wheel whether full or empty. The container shall be constructed with foot-operated tilt feature designed into the axle area to facilitate ease of container tipping.

X  
Yes          No

STABILITY

The container shall be stable and self-balancing when in the upright position, when either loaded or empty, lid open or closed. The container must remain upright when the lid is thrown open.

EXHIBIT D-1  
PAGE 3 OF 25

X   
Yes                  No

COMPANY NAME Otto Industries, Inc.

The container when empty must be designed to prevent being turned over by wind of up to 35 mph as applied to the cart from any direction.

X   
Yes                  No

MPH Design 45

HANDLE

The handle mounts must be an integrally molded part of the cart body and be comprised of two side handle holds. The clearance between the cart body and the inside edge of the handle shall be no less than 2". The external handle diameter shall be 1.25".

Otto's container has a clearance between the cart body and the handle that measures 1.65". The handle diameter is 1.00".

X   
Yes                  No

WHEELS AND AXLE

Each container shall be equipped with an axle and two wheels. The wheels shall be 12" x 1.75" blow molded plastic suitable for automated application. Wheels shall be fully functional for supporting a minimum of 200 lbs. of garbage weight. The axle shall be galvanized solid steel, minimum of 7/8" in diameter.

X   
Yes                  No

Wheel Diameter 12"

Axle Diameter 7/8"

Wheels will be attached to the axle in a tamper-resistant method and cannot be easily removed by use of pliers, hammer or like hand tools.

X   
Yes                  No

The supplier will provide wheel removal tools at a rate of one (1) tool per each 3,000 carts purchased.

X   
Yes                  No

LIFT BARS

Unitized-recessed lift system.

EXHIBIT D-1  
PAGE 4 OF 25

X   
Yes                  No

Yes

No

## TESTING FOR AUTOMATED CARTS

### A. Spec Requirements Testing

1. Dimensions-and Weight
2. Capacity (gallons; load pounds)
3. Materials Thickness (all sides, bottom, top, corners)
4. Tilt feature
5. Rain requirement
6. wheel removal
7. Wheel and Axle Diameter

### B. Durability Testing - to evaluate the strength and durability of the stress points of the cart which may be of concern over a 10-year period.

1. Lift Stress Points and Compatability with Existing Hydraulic Lifting Equipment. The cart will be loaded with 200 lbs material. After lifting the cart 520 times, the cart will be serviceable condition without any cracks or tears to the life system or surrounding area.
2. Drop/Impact - The carts will be loaded with 200 pounds distributed load (eight burlap bags filled with 25 lbs of sand and wood chips) and dropped from a height of 5 feet for a minimum of 20 times and the cart will be in serviceable condition. Results will be recorded. The cart will continue to be dropped until the cart is damaged or rendered unserviceable. Results will be recorded.
3. Bottom Wear - The cart will be towed over concrete for a total distance of 390 feet loaded and 390 feet empty. Material thickness will be measured and recorded upon completion of this test.
4. Lid/Hinge Life Cycle Test. Each lid will be manually opened and closed for 4,160 cycles.

### C. Stability Testing

1. Lid Opening - The lid will be thrown open five times with the container empty and results recorded.
2. Wind Stability Testing - Construction Consulting Lab., Inc. will use a jet engine to produce winds up to 35 mph and the carts will be placed in the wind from each side. Results will be recorded.

EXHIBIT     D-1      
PAGE     5     OF   25

# SECTION V.

## SPECIFICATIONS FOR AUTOMATED DIVIDED RECYCLING ROLL-OUT CONTAINERS

DETAILS

SPECIFICATIONS

BIDDER'S PROPOSAL

MAKE/MODEL

MAKE

Otto Industries, Inc.  
MSD-953

COLOR

The container body shall be green.  
The lid shall be black.

X      \_\_\_\_\_  
Yes      No

DIMENSION

The exterior dimensions  
(approximate) of the completely  
assembled container shall be as follows:

Height	41" Min. 47" Max.
Depth	36" Max.
Width	31" Max.

Height	<u>43.25"</u> cart body height
Height	<u>46.50"</u> overall height
Depth	<u>33.62"</u>
Width	<u>26.38"</u>

CAPACITY

The container capacity shall  
be a minimum of 95-gallons  
level full, excluding additional  
volume achieved by crowned lid  
in the closed position.

X      \_\_\_\_\_  
Yes      No

Capacity 95.6

CONTAINER

Meets requirements set forth in ANSI  
Z-245.30.

The container shall be designed  
to be dumped by Heil Rapid Rail  
fully automated split body recycling  
truck. It will be the responsibility  
of the bidder to acquaint themselves  
with the dumping system used by the City.

The container body will have a flat frontal  
area, side areas and back to help square the  
cart to the grabber. This will ensure  
divider placement to hopper to prevent  
cross contamination.

X      \_\_\_\_\_  
Yes      No

The container shall be designed to contain  
two streams of recyclables in separated  
compartments. The cart will be divided  
with a removable rotational or blow  
molded panel.

X      \_\_\_\_\_

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Yes No

The container body must be designed with a rib and slot detail to attach a removable side to side blow molded divider panel. This feature allows the container to collect separated recyclables. The panel will be held in place by plastic removable clips at the top lip and by molded in slots in the container floor, or other attachment method approved by the City of Plano.

X  
Yes No

The container body shall be free of pockets which could trap recyclables.

X  
Yes No

Molded in place upper bar is unacceptable due to interference with automated grabber lift system.

X  
Yes No

The container shall be capable of accommodating a minimum load of 200 pounds, excluding weight of the container.

X  
Yes No

MATERIAL

The body of the container, the lid and all parts other than tires and axles shall be composed of high density polyethylene. Average minimum wall thickness of the Container body must be no less than .175 inch.

X  
Yes No

Thickness .175"

Polyethylene resin shall be one hundred percent (100%) virgin material and cannot include any recycled or regenerated material.

X  
Yes No

Non-recyclable material such as cross linked polyethylene will not be acceptable.

X  
Yes No

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LID

The lid shall be composed of high density polyethylene, crowned and not flat. The lid shall be of such configuration that it will not warp, bend, slump or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable.

X   
Yes                  No

The lid must be designed in such a manner to ensure that the container will be watertight and be permanently attached with a hinge of high density polyethylene to the container without the use of a metal hinge, metal bar, pvc, plastic glued connections, or any hidden bar. The lid shall open 270 degrees.

X   
Yes                  No

The lid will incorporate a molded in "tab" to facilitate automated lid opening by pneumatic cylinder on the truck lifter system. The "tab" will be made of high density polyethylene. It will be located on the left side of the cart lid. It will measure 4.00 inches front to back in length and extending 3.00 inches from the side, beginning 8.25 inches from the front of the cart lid. See attached drawing.

No lid hatches will be accepted.  
Lid will be held closed by its weight only.

X   
Yes                  No

MARKINGS

All containers shall be marked with a unique sequential eight-digit alphanumeric inventory number on one side of the container. The inventory number shall be permanently hot-stamped onto the container in numerals and letters no less than 1" in height, white in color.

X   
Yes                  No

"Property of City of Plano" will be hot-stamped in white with letters no less than 1" in height on the same side of the container as the inventory number.

X   
Yes                  No

"Keep Plano Beautiful" will be hot-stamped in white with letters no less than 1" in height on the opposite side of the container

from the inventory number.

X  
Yes                
No

The following information shall also be hot stamped in white on the lid of the container, as specified below:

RECYCLING ONLY (1 1/2" letters)  
NO PAINT, OIL OR CHEMICALS,  
MUST CLOSE LID BEFORE MOVING

X  
Yes                
No

A permanent sticker will be placed on the underside of the lid in a position readily visible when container lid is raised. The sticker on the front half of the lid will read:

NEWSPAPERS & MAGAZINES ONLY

The sticker on the back half of the lid will read:

ALUMINUM & TIN/STEEL CANS,  
GLASS BOTTLES, PLASTICS 1 & 2,  
AEROSOL CANS

X  
Yes                
No

Provide two stickers for each container with same wording as the stickers for the inside of the lid. These will be placed on the panel during cart assembly and set-out.

X  
Yes                
No

All markings must be submitted for approval by the City of Plano.

X  
Yes                
No

Records must be kept by the supplier as to the coded month and year during which each serial numbered cart was produced to aid in any potential warranty claim.

X  
Yes                
No

Weight of the completely assembled container shall be approximately 40 lbs. minimum and 55 lbs. maximum.

X  
Yes                
No

Weight 43.3 lbs.

The container shall be easy to wheel whether full or empty. 28The

RECORDS

WEIGHT

MOBILITY

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container shall be constructed with foot-operated tilt feature designed into the axle area to facilitate ease of container tipping.

X   
Yes                  No

STABILITY

The container shall be stable and self-balancing when in the upright position, when either loaded or empty, lid open or closed. The container must remain upright when the lid is thrown open.

X   
Yes                  No

The container when empty must be designed to prevent being turned over by wind of up to 35 mph as applied to the cart from any direction.

X   
Yes                  No

MPH Design  45

HANDLE

The handle mounts must be an integrally molded part of the cart body and be comprised of two side handle holds or one continuous handle hold. The clearance between the cart body and the inside edge of the handle shall be no less than 1.50"

X   
Yes                  No

WHEELS AND AXLE

Each container shall be equipped with an axle and two wheels. The wheels shall be a minimum of 10" x 1.75" blow molded plastic suitable for automated application. Wheels shall be fully functional for supporting a minimum of 200 lbs. The axle shall be zinc plated steel, minimum of 5/8" in diameter.

X   
Yes                  No

Wheel Diameter  12"

Axle Diameter  7/8"

Wheels will be attached to the axle in a tamper-resistant method and cannot be easily removed by use of pliers, hammer or like hand tools.

X   
Yes                  No

The supplier will provide wheel removal tools at a rate of one (1) tool

X      \_\_\_\_\_  
Yes      No

DELIVERY

Containers are to be supplied fully assembled except for axles, wheels, divider panels, and clips which will be assembled by the City. Unit price quoted shall include delivery to a single location of the City's designation.

X      \_\_\_\_\_  
Yes      No

Delivery of 7,000 containers will be made within 90 days of award of contract with the remaining 18,000 containers delivered over the next 60 days in shipments designated by the City.

\*N/A per Tom Johnson on 11/27/00.

\*      \*  
Yes      No

Divider panels and clips shall be shipped separately.

X      \_\_\_\_\_  
Yes      No

SERVICE

Bidders must have their own parts and service facility and be able to respond to any service problem within a forty-eight (48) hour notice.

X      \_\_\_\_\_  
Yes      No

WARRANTY

The container, divider panel, lid, wheels, axle and all necessary hardware must be covered by a ten (10) year warranty. Any component parts which fail in materials or workmanship to perform as originally designed shall be replaced or repaired by the cart representative at NO CHARGE to the City.

X      \_\_\_\_\_  
Yes      No

No original manufacturer's warranty will be acceptable.

X      \_\_\_\_\_  
Yes      No

No pro-rated warranty will be accepted.

X                
Yes      No

Warranty includes, but is not limited to one or more factors listed below:

1. Failure of the lid to prevent rain water from entering the container when closed on the containers body.
2. Failure of the lid and/or container body in preventing penetration by squirrels and other rodents.
3. Damage to the container body, the lid, or any component parts through opening or closing the lid.
4. Failure of the lid hinge to remain fully functional and continually hold the lid in the originally designed and intended positions when either opened or closed.
5. Failure of axle to remain free of excessive red rust and corrosion, to be determined by the City.
6. Failure of any plastic component to be resistant to damage in the event of contact with any common household or residential product/chemicals other than those listed by the Contractor.
7. Failure of any portion of the bottom of the container body to remain impervious to damage or wear-through repeated contact with rough and abrasive surfaces.  
  
At any time during the ten-year warranty period any container of which the bottom becomes worn through normal wear and tear and fractures, or has holes so that it leaks when filled with water, such container body shall be replaced in its entirety and without charge under the warranty.
8. Failure of the container body, lid hardware, or any component parts to maintain their original shape.
9. Failure of the wheels to provide continuous, easy mobility, as originally designed or intended.
10. Failure of any container 31 body, lid, wheels,

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or other component part to conform to the minimum standards specified herein; i.e., failure to use only first quality, high density, virgin resin.

11. Damage or failure of container assemblies caused by any incompatibility of the container and the City's hydraulic dumping units.
12. Breakage of the lid or lid tab during normal automated collection.
13. Failure of the container divider to remain in the container during normal collection operations.

#### TESTING FOR AUTOMATED RECYCLING CARTS

##### A. Spec Requirements Testing

1. Dimensions-and Weight
2. Capacity (gallons; load pounds)
3. Materials Thickness (all sides, bottom, top, corners)
4. Tilt feature
5. Rain requirement
6. wheel removal
7. Wheel and Axle Diameter

B. Durability Testing - to evaluate the strength and durability of the stress points of the cart which may be of concern over a 10-year period. The recycling collection program will consist of servicing the containers every other week; therefore, the containers will be dumped a maximum of 260 times over ten years.

1. Lift Stress Points and Compatibility with Existing Hydraulic Lifting Equipment. The cart will be loaded with 200 lbs material. After lifting the cart 260 times, the cart, including tab, will be in serviceable condition without any cracks or tears to the lift system or surrounding area.
2. Drop/Impact - The carts will be loaded with 200 pounds distributed load (eight burlap bags filled with 25 lbs of sand and wood chips) and dropped from a height of 5 feet for a minimum of 20 times and the cart will be in serviceable condition. Results will be recorded. The cart will continue to be dropped until the cart is damaged or rendered unserviceable. Results will be recorded.
3. Bottom Wear - The cart will be towed over concrete for a total distance of 390 feet Loaded and 390 feet empty. Material thickness will be measured and recorded upon completion of this test.

##### C. Compatibility

1. Containers will be tested to ensure material from one stream does not cross over to the other stream during the dumping process.

##### D. Stability Testing

1. Lid Opening - The lid will be thrown open five times with the container empty and results recorded.
2. Wind Stability Testing - Construction Consulting Lab., Inc. will use a jet engine to produce winds up to 35 mph and the carts will be placed in the wind from each side. Results will be recorded.

All bidders are invited to observe testing which will be performed by City staff with the exception of Wind Stability which will be performed by Construction Consulting Lab., Inc. and Drop Impact which will be performed by Southwestern Laboratories, Inc.



## CHEMICAL SUBSTANCES

The container body, lid, wheels and other plastic components will not be damaged through contact with any common household and residential products or chemicals.

Otto carts have been tested by immersion in 100% solutions of over 150 liquid chemicals at temperatures up to 140° for periods of one to twelve months. Resins are then checked for any changes in their stress strain behavior as well as hardness. At temperatures of -30° to 140°F, the plastic is resistant to all household and residential chemical substances which should properly be disposed of in domestic refuse.

However, substances which are flammable or labeled toxic or hazardous by the Environmental Protection Agency should not be disposed of in household wastes. For example, small quantities of paint, turpentine, fuel oils, or chlorine could discolor the plastic. However, they are potentially far more hazardous to the sanitation workers and their equipment. Further, should these substances then be disposed of in a landfill, they could cause serious pollution to ground water.

The following list represents substances found in household wastes that have been found to change the properties of plastic. In contrast to metal where corrosive substances cause a chemical change to take place in the material, plastics undergo mainly physical changes which could include distortion or changes in weight.

While 100% solution of these substances could harm the carts, there are a few occasions where 100% solutions occur in household chemical substances. We recommend that special procedures for disposing of these wastes should be set up by the city and made available to citizens.

**Decahydronaphthalene-Naphtha** - Highly Flammable.

Chemical found in lighter fluid. Plastic is resistant except at temperatures exceeding 120° F.

**Bromine** - Combined with tetraethyl, produces anti-knock gas treatments such as STP. Cart is not resistant to 100% concentration of Bromine.

**Chlorine** - Chlorine found in fire extinguishers, swimming pool chemicals and water purification additives. Concentrations for household use are no more than 10%.

**Hydrogen Peroxide** - Cart resists up to 90% concentrations. Household products contain no more than 5% concentration.

**Petro** - Cart is resistant to all petrol fuels except super grade of 90% octane and above at temperatures over 120° F.



# MSD-95 Gallon Container Specifications

(Revised 3/99)  
Six Pages

The MSD-95 Gallon Container consists of injection molded, high density polyethylene plastic body, hinged lid, two plastic wheel assemblies, a solid steel axle, and four hinge pins.

The MSD-95 Gallon Container comes in three versions, making it compatible with all types of lifter systems. The MSD-952 version is intended for use with fully automated arm lifter systems and standard, semi-automated bar lifter systems. The MSD-953 version can be used with both fully automated arm lifter systems and European comb lifter systems. The MSD-954 version is exclusively designed for the vacuum cup lifter system. The MSD-954 version can also be used with fully automatic lifter systems and European comb lifter systems.

The MSD-95 Gallon Containers also offers a unique feature. The container body can be divided into two equal parts by installing a divider panel. The divider panel segregates the container either side-to-side or front-to-back into two equal sections. This feature allows the container to collect separated recyclables, such as glass and plastics. The divider panels can be retrofitted with the containers at a later date.

## **VOLUME CAPACITY:**

The actual volume is 97 gallons with lid closed. This volume does not include any portion of the lid that is above the rim of the container.

## **LOAD RATING:**

The MSD-95 Gallon Container is capable of accommodating a load of up to 335 pounds.

## **WEIGHT:**

The completed assembly weight of the container is 43.3 pounds when equipped with OTTO's plastic molded wheels.

## **DIMENSIONS:**

Cart Body Height:	43.25"
Overall Height:	46.50"
Overall Width:	26.38"
Overall Depth:	33.62"

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## CONTAINER BODY:

The Container Body is injection molded from High Density Polyethylene (HDPE). The container body has smooth surfaces both inside and outside. The interior is free of crevices and recesses where refuse could become trapped, thus preventing complete emptying. The minimum wall thickness is 0.175 inch on the container sidewalls and 0.200" on the bottom section. The high density polyethylene has a density of 0.947 to 0.968 grams cm<sup>3</sup>. The Melt Index (MI) of the HDPE is 4.0 to 6.0.

The top of the container body is reinforced with a rim that extends around the entire perimeter. This feature adds structure and stability to the container and provides a flat surface for the lid. The handles are integrally molded into the container body at the top rim.

The front of the container on the MSD-952 and MSD-953 versions is recessed. The lower bar is integrally molded into the container base in the front recess. The tearout strength of the lower bar is in excess of 1800 pounds.

The bottom of the container has molded in wear strips that extend around the bottom perimeter. The wear strips and ribs protect the container and add strength and structure to the container. A recessed area in the middle of the axle acts as a molded in tilting feature. This recessed detail allows the container to be easily tilted, even with a full load.

The MSD-95 gallon container body is designed with a rib and slot detail to allow the option of a front-to-back or side-to-side divider panel. The divider splits the container into two separate compartments.

The front rim on the OTTO container is reinforced with internal ribs. These ribs add strength and structure to the rim area.

The OTTO containers are designed to be nested or stacked for transport. This saves on transportation and handling costs. Stacking ribs are molded into the top rim of the container body to prevent jamming (sticking together) and allows for easy unstacking.

The weight of the container body is 30 pounds. This weight does not include any other components.

## LID:

The Lid is injection molded from HDPE. The lid is installed to the container body using four hinge pins and rotates freely a full 270 degrees. The lid, when closed, rests on the top rim of the container body. This allows a secure tight fit around the entire perimeter between the lid and base. This prevents rain, insects, and vermin from entering the container, and odors are contained, when the lid is closed. A molded in rain lip on the top rim of the container base prevents rain from entering. The lid does not require a latch or snap fit, therefore, children cannot get trapped inside. The lid and container, when empty, withstands winds up to 45 MPH without tipping over or causing the lid to open.

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The entire front rim of the lid is recessed to form a hand hold area. This allows the lid to be easily opened from any position.

The minimum material thickness in the lid is 0.130 inch.

The weight of the lid is 4.41 pounds.

**HINGE PIN:**

The Hinge Pin is injection molded from HDPE. The hinge pin secures the lid to the integrally molded lid hinge and handle detail. The hinge pin is installed using a rubber mallet. At installation, the truncated conical end of the hinge pin compresses and snaps into the pocket detail in the handle detail. The hinge pin can be removed with a special tool available from OTTO. This prevents vandalism and securely fastens the lid to the container base. Four (4) hinge pins are used to secure the lid.

**LID HINGE AND HANDLE DETAIL:**

The lid hinge is integrally molded to the container body. Handles are located at two places. The handle has a 1.00" diameter and provides two 5.75" handle gripping areas. The clearance between the handle and the container rim is 1.65".

**AXLE:**

The machined solid steel axle has an 0.844" diameter and is 22.62" long. The axle is zinc plated to protect against rust and corrosion. The large diameter of the axle allows the container to be easily rolled on any surface and supports a fully loaded container. The axle will withstand an 800 pound load without permanent deformation. The weight of the axle is 3.35 pounds.

**WHEELS:**

The Wheels are slightly recessed into the container body. The wheel assembly consists of a 12" diameter plastic molded wheel with spacers and an end cap.

The wheels on the OTTO container are capable of supporting a 200 pound load per wheel.

The wheel assembly takes only seconds to install on the axle.

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**MARKINGS:**

All carts can be hot stamped with a unique sequence number to facilitate distribution and control. The customer's name or logo can be hot stamped on the container's lid or body. The containers are permanently marked with the month and year of production, tool number, material identification, patent number, and manufacture's insignia.

All carts can be labeled with the following notice:



**OTTO INDUSTRIES, INC.**

**OTTO REFUSE CARTS AND CONTAINERS:  
INSTRUCTIONS FOR OPERATION AND USE**

**LOADING:** The containers are designed to hold domestic refuse, yard trash and similar waste products.

**DO NOT PUT IN** : Anything Hot  
: Liquids  
: Fire, Barbecue Ashes  
: Chemicals

**DO NOT OVERLOAD,** do not put in sand, soil, other heavy materials.

**LOCATION:** Locate the container in a safe place.

**DO NOT PLACE IT** - on an elevated platform-it might fall off  
- on a steep slope-it might run away  
- close to a driveway or road-it might be run over.

**ROLL:** The containers are built to roll freely, do not overload or you may have difficulty controlling the container on a slope. Do not strain, just tilt the container slightly towards you and pull gently, you will find that it rolls easily, even over curbs, sand and snow.

**WORKMANSHIP:**

The plastic material, high density polyethylene, is manufactured from virgin raw materials by major petrochemical companies, (i.e. Exxon, Quantum, Phillips) and includes no recycled or regenerated plastic or foreign material.

Up to 20% recycled material (PCR) content is available upon request.

Molded parts show no foreign substances, shrink holes, cracks, blow holes or webs. There are no color streaks.

**COLOR:**

The standard colors are Green, Forest Green, Gray, Blue, and Dark Blue. Other colors are available to special order.

All injection molded parts are specifically prepared to be colorfast so that the plastic material does not alter appreciably in normal use. Due to the high quality pigment package and injection molding process, OTTO containers have excellent color fastness. Our containers have a nominal 3% pigment by weight.

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**UV LIGHT STABILIZATION:**

The OTTO container is stabilized against ultraviolet degradation with not less than one half of one percent of a Hindered Amine Light Stabilizer (HALS) additive. An additional anti-oxidant package is included to assure the integrity and longevity of the container. This stabilization package and load assure a 10 year life.

**THERMAL STABILIZATION:**

The OTTO container is stabilized against thermal degradation with an anti-oxidant additive. The thermal stabilizer package consists of a 800 - 1000 PPM anti-oxidant additive. Thermal degradation will occur due to environmental or process related influences without this package. The occurrence of thermal degradation results in container failure.

**RECYCLABILITY:**

The MSD-95 Gallon Container is produced with a fully recyclable thermoplastic High Density Polyethylene (HDPE) resin. This allows the container to be recycled and reused after its useful life.

**QUALITY ASSURANCE PROCEDURES AND PERFORMANCE TESTING:**

The MSD-95 Gallon Container is designed to withstand the following series of performance tests. The performance test requirements were designed to simulate the type of situations encountered in actual use. The severity of some tests was scaled to anticipate an expected 10 year life.

Test Description	Test Requirements
Semi-Automated Lifter Life Cycle	3000 Cycles without Damage
Fully-Automated Lifter Life Cycle	1500 Cycles without Damage
Drop Test (300 Lb. @ 12 Feet)	30 Drops without Damage
Crush Test and Recoverability	Must recover within 25% of shape after crushing
Wind Test	Must withstand 45 MPH winds without tipping
Abrasion (Bottom Wear) Test	100 LB load drag for 9500 feet without leaks
Axle Durability (Bend) Test	800 LB without permanent deformation
Wheel Durability (Step) Test	200 LB per wheel for 11.8 Miles

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The additional Quality Assurance tests are performed according to ASTM procedures.

1. Melt Flow Index Test: To check that only 100 percent pure polymers are used. They meet testing procedure ASTM D1238, Condition P.
2. Xenon Test: Speed-up simulation of weathering and UV radiation in accordance with CAM-162 (Xenon arc and water spray).
3. Material Thickness Test:
4. Stress Crack Bath:

All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is informational in nature and shall not be construed to warranty suitability of the unit for any particular purpose as performance may vary with the conditions encountered.

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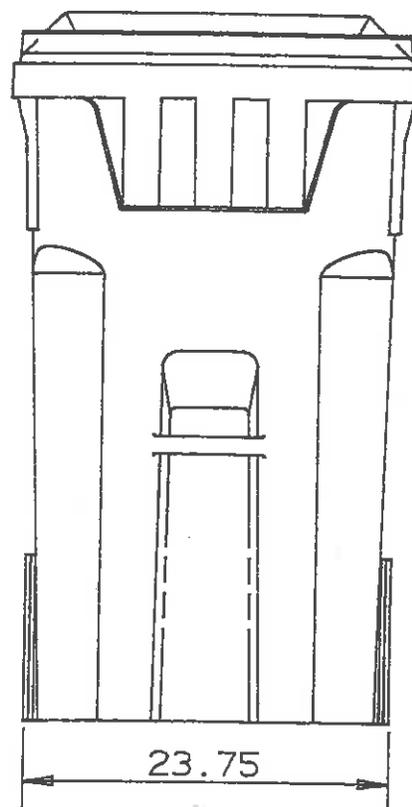
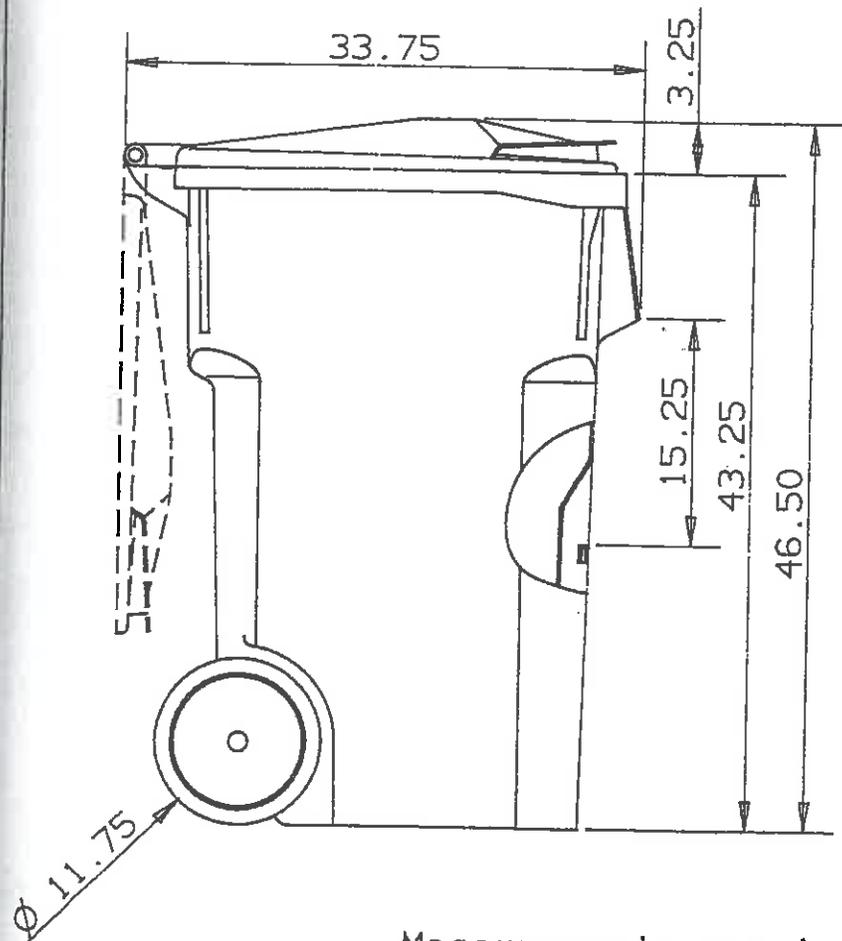
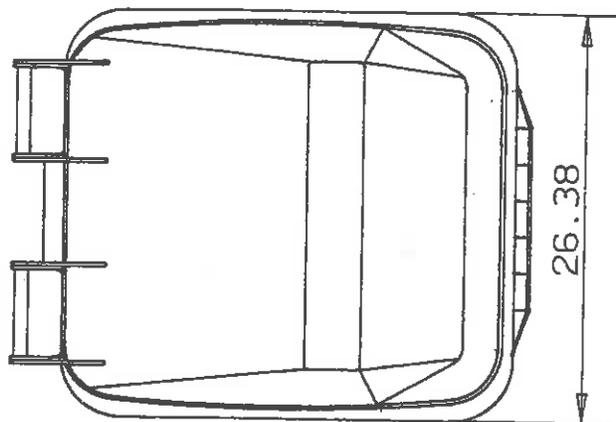
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# MSD-95 Gallon Cart

PART NUMBER CRT0952EXX



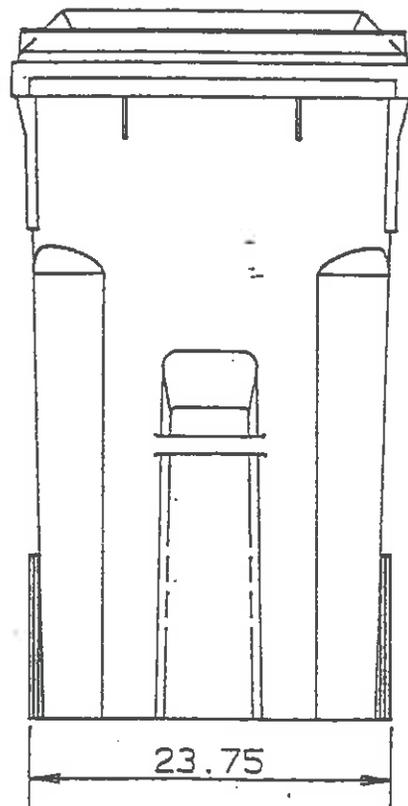
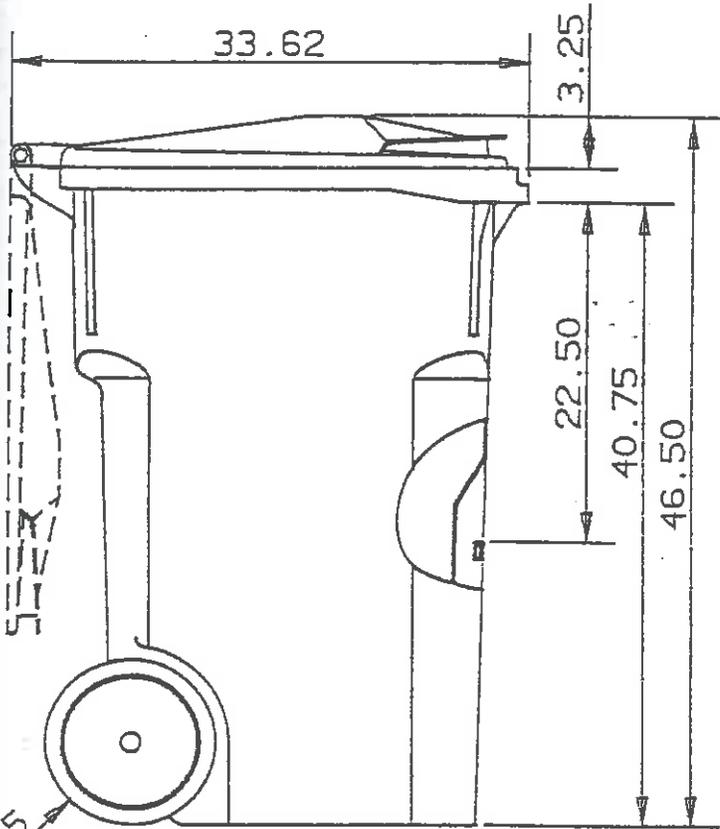
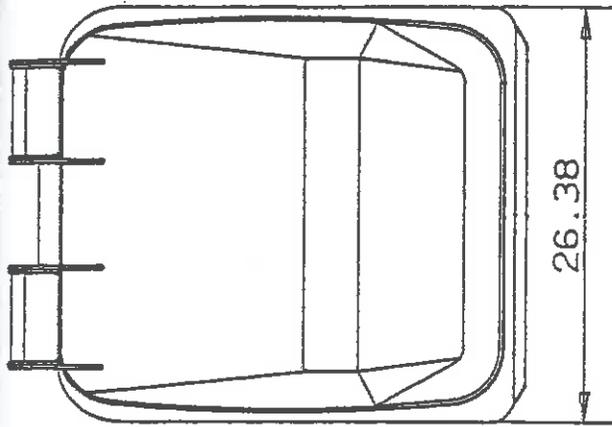
Measurements are in inches

Mar. 94



# MSD-95 Gallon Cart

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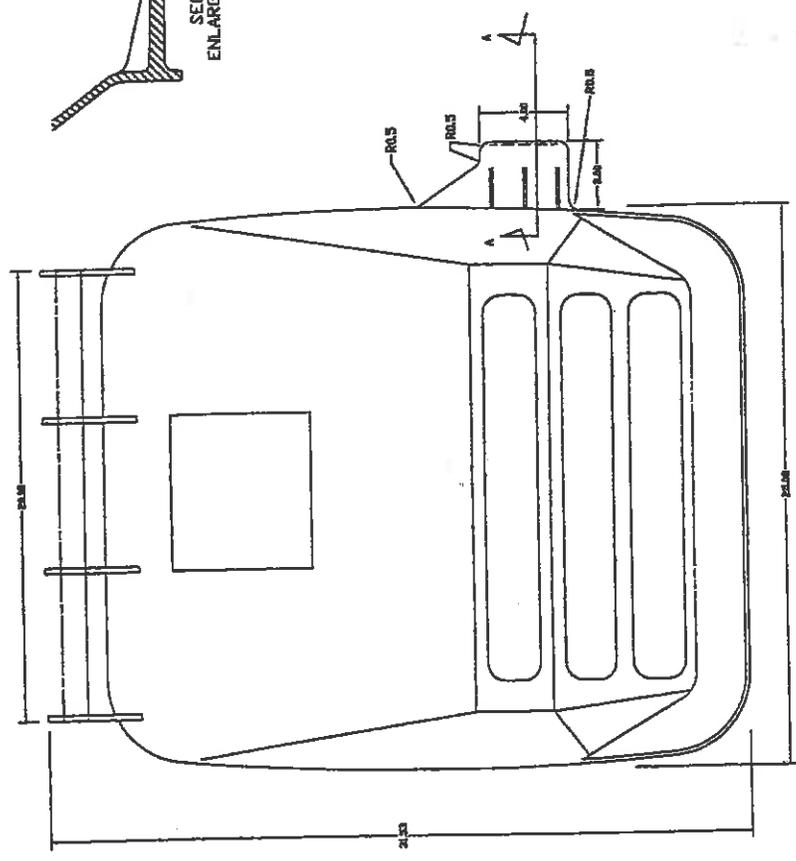
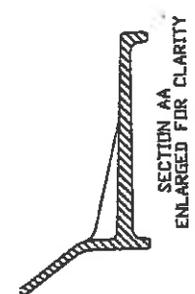
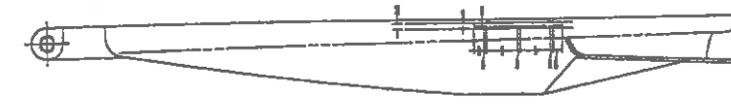


Measurements are in inches

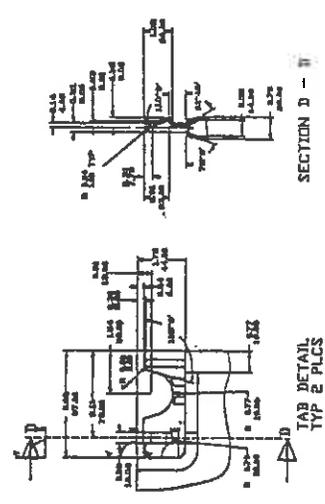
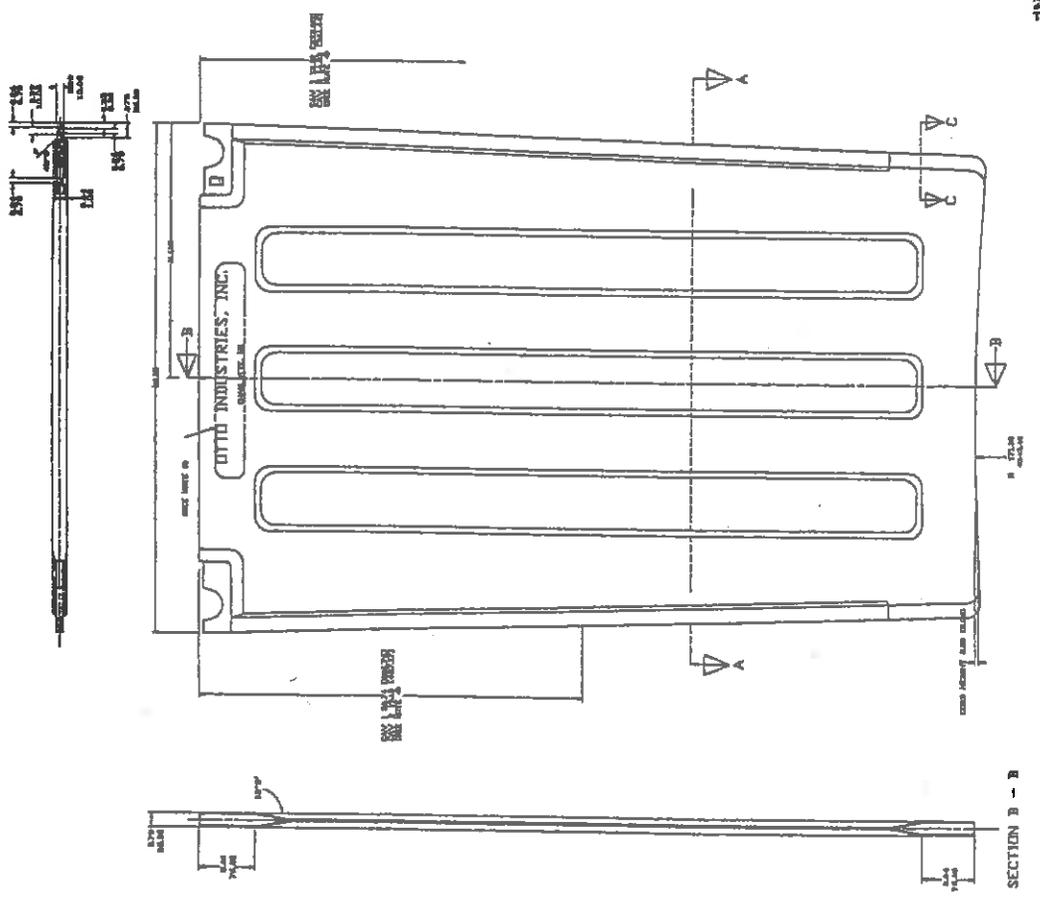
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	<b>TOLERANCES UNLESS SPECIFIED</b> <b>INCHES</b> .X ±.030 .XX ±.010 .XXX ±.005	<b>95 GAL. LID TAB (ROUGH DRAFT)</b>
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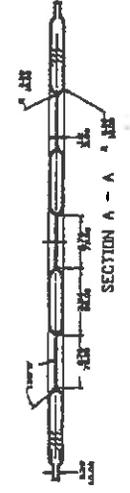
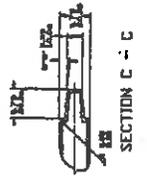


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NOTES

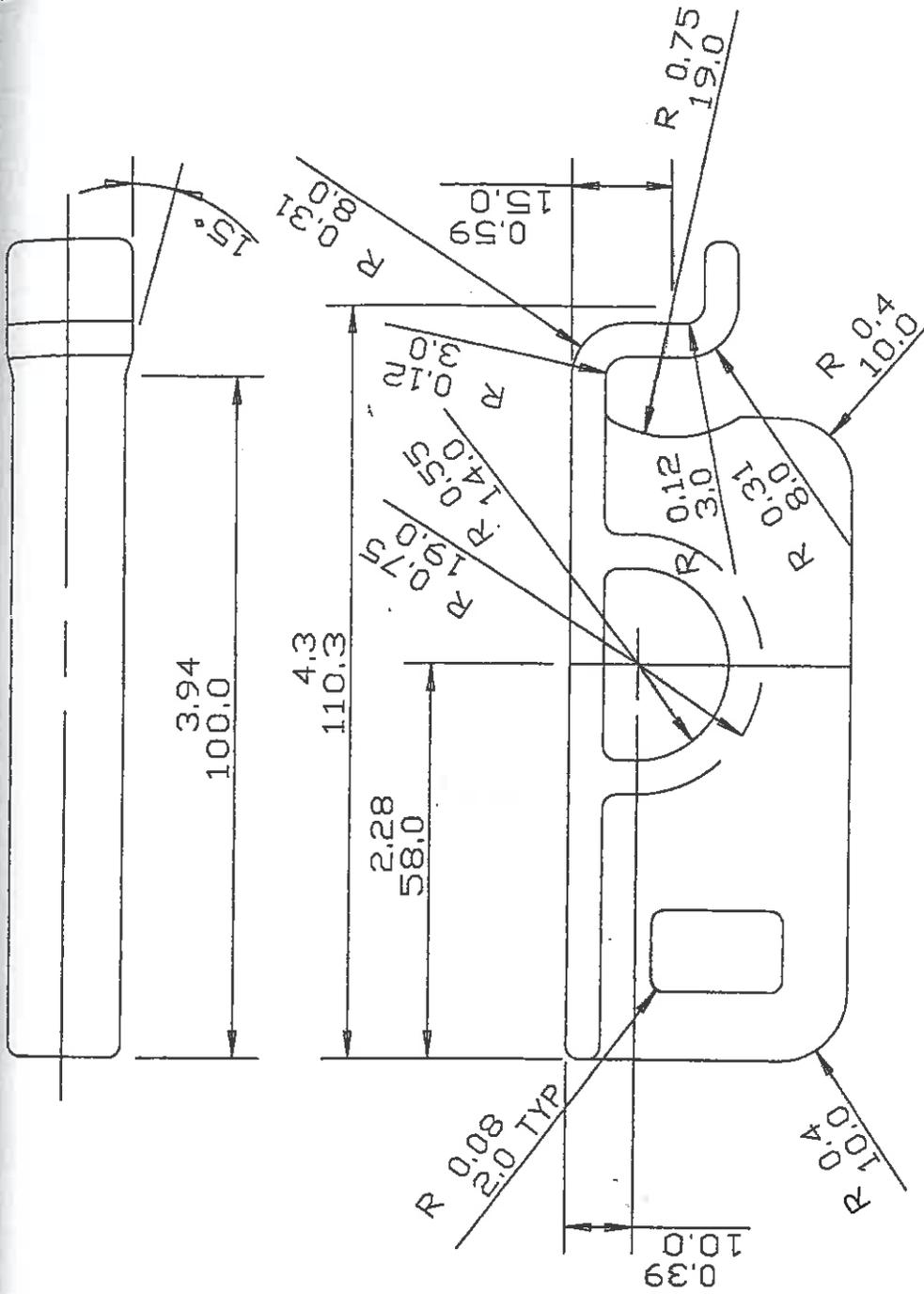
1. Dimensions are inches over .mm
2. Draft is 1.78 degrees unless otherwise noted
3. Conversion Factor Inch = 25.40 mm
4. Interchangeable Mold Inserts at areas affected by CAV 1 & CAV 2 Dimension Requirements. Inserts must conform to CAV 1 & CAV 2 dimension requirements. Assume draft and designated dimensions and angles are unchanged.
5. Unless otherwise specified: Fillets, Radial .078" (.2 mm) Wall Thk Tol .010" (.25 mm)
6. Otto Logo and address to be located and centered on both sides of divider near the top. Character height to be 100" (.254mm) for large letters and .50" (.127mm) for small.
7. Date wheel to be located at bottom of part



SECTION B - B

Otto Industries, Inc.	
DIVIDER S/S 95	
DIV 095 SS XX	
DATE	REV
09/10/00	1
09/10/00	1
09/10/00	1
09/10/00	1

- NOTES
- 1) TAB DETAILS INSERTED IN MOLD FOR EITHER 20 MM (SHORT) OR 25 MM (LONG) LENGTH. SEE DWG# DVCXXX03KX FOR LONG TAB OPTION
  - 2) REDRAWN FROM DWG E-0007-09-X & E-0007-09-3
  - 3) MATERIAL: 30 - 33% GLASS FILLED NYLON
  - 4) DIMENSIONS ARE INCHES OVER MILLIMETERS UNLESS OTHERWISE SPECIFIED.
  - 5) FILLETS, RADII - (.078"(2.0MM)



 OTTO INDUSTRIES, INC. 12700 GENERAL DRIVE, CHARLOTTE, NC	DIVIDER CLIP (SHORT)		Rev.1
	DVCXXX01KX		Dr by: JD Griffin    App by:
TOLERANCES UNLESS SPECIFIED INCHES DECIMAL .X ±.030 .XX ±.015 .XXX ±.005 ANGULAR X. ±1.0° X.X ±0.5° X.XX ±0.1°	CONFIDENTIAL THIS DOCUMENT IS THE PROPERTY OF OTTO INDUSTRIES, INC. IT IS CONFIDENTIAL AND IS SUBMITTED TO YOU FOR USE EXCLUSIVELY IN OTTO INDUSTRIES, INC. BEHALF. THIS DOCUMENT SHALL NOT BE COPIED, REPRODUCED, OR USED WITHOUT OTTO INDUSTRIES, INC. PERMISSION AND MUST BE RETURNED IMMEDIATELY TO OTTO INDUSTRIES, INC. UPON REQUEST.		Scale: 1:1    30 JUN, 1993    Sheet 2 of 2
MATERIAL: 33% GF NYLON BLACK FINISH: SPI D-3 OR BETTER			

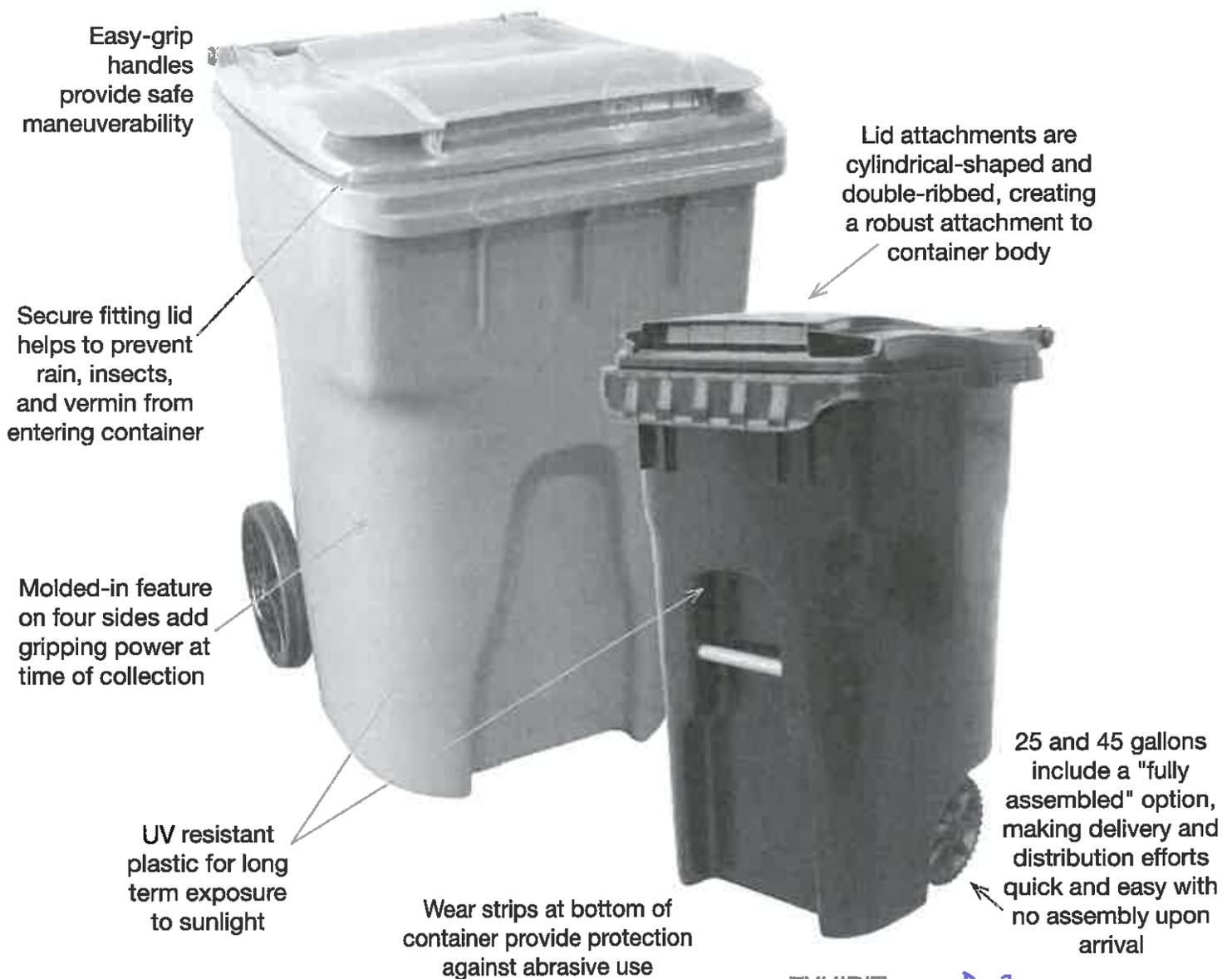
# Edge



# Edge

## Versatility For Today's Collection Needs

- Available in 95, 65, 45, and 25 gallons
- Unique, contoured body is optimized for automated lifting equipment
- Patented molded-in feature at sides of cart for added gripping power
- Contoured lid reduces warp and water entrapment
- Lift lip across front and around front corners increases opening convenience
- Durable "double-pinned" lid attachment
- Large comfortable handles with extra clearance provide ease when handling cart



## Features

- Designed to allow for composition of up to 98% post-consumer material
- Empty container sustains winds averaging 43-63 mph
- Zinc-plated hardware protects against rust and corrosion

**Nestable** 25 and 45 gallon provides the option for containers to be shipped with no additional assembly required.



Nested



Stacked



## Customize Your Cart

- Provide instructions to users with in-mold labeling
- Brand your cart with hot stamps on sides, front, or lid. ColorFUSE technology available on sides and lid
- Sequential serial numbers
- RFID tag or barcode
- Lid options include lid with circular opening, slot lid for paper disposal, and locking lid for added security



**Secure-Fitting Lid** keeps pests and precipitation away from container contents.



**Lid Contour** is engineered to allow for ample drainage during time of precipitation.



**Molded Recess** at bottom allows foot to be placed directly on axle, providing leverage for maneuvering.

## Cart Options

- Available with bib or no bib (Euro) option
- Available with metal, plastic, or no lift bar option
- Available in unassembled and stacked or fully assembled and nested\*



\*Available option only available in 25 and 45 gallon

## Collection With The 25 Gallon

Otto's 25 gallon Edge cart suits existing collection systems. Use fully-automated gripping arms or a semi-automated lifter using a proprietary adapter plate.



Fully-Automated Side Load



Semi-Automated Rear Load With Adapter Plate



## Wheel Options

**Wheels:** 10" wheels are standard on the 65 and 95. 8" wheels are standard on the 25 and 45. 95 gallon also available with 12" wheels. Popular wheel options are shown here. Other options are available upon request.

**25 & 45 Gallon Wheel Options:**



**65 & 95 Gallon Wheel Options:**



\*Wheel options may change without notice.

## Available Colors

The Edge container is available in 8 standard colors. Custom colors available upon request.



Colors as shown in this document may differ slightly from the actual product.

# Edge



95



65



45



25

## Cart Specifications

MODEL	HEIGHT	WIDTH	DEPTH	LOAD RATING
MSD-95 E	45 3/8"	27 1/2"	33 1/4"	335 LBS.
MSD-65 E	42 3/8"	25 1/8"	29 1/2"	230 LBS.
MSD-45 E	39 1/5"	22 3/5"	27 2/5"	160 LBS.
MSD-25 E	28" 4/5"	19 4/5"	24 4/5"	88 LBS.

Cart specifications vary slightly based on product model. \*UNUS\* indicates load weight limit in lbs. per gallon

## Shipping Information

MODEL	ASSEMBLY WEIGHT	STACKING	LTL STACKING	T/L QTY (53' TRUCK)
MSD-95 E	40 LBS.	8 HIGH	7 HIGH	456
MSD-65 E	35 LBS.	9 HIGH	8 HIGH	720
MSD-45 E (N)	23 LBS.	8 HIGH	8 HIGH	672
MSD-45 E (U)	23 LBS.	10 HIGH	10 HIGH	760
MSD-25 E (N)	17 LBS.	9 HIGH	9 HIGH	954
MSD-25 E (U)	17 LBS.	12 HIGH	12 HIGH	1,272

Shipping information varies slightly based on product model and model for assembly (N) or un-assembled (U) stacked containers. (U) represents un-assembled, stacked containers.

OTTO/02252015

**Otto Environmental Systems North America, Inc.**  
 12700 General Drive, Charlotte, North Carolina 28273  
 800-795-OTTO (6886) • info@otto-usa.com • otto-usa.com

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Full Service Solutions





**MSD-65E "Edge" Container**

The Otto Multi-System Design MSD-65E "Edge" rollout container consists of injection-molded, high density polyethylene plastic body, hinged lid, two (2) hinge pins, two (2) plastic wheel assemblies, and a solid steel axle.

The MSD-65E rollout refuse container is compatible with fully automated arm lifter systems and standard, semi-automated bar lifter systems.

This container complies with ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for Container Safety and Compatibility Requirements.

**VOLUME CAPACITY:**

The total actual volume of the Otto MSD-65E container is 66.7 gallons (per ANSI Z245.30-2008, Appendix A, Volumetric Loading Capacity).

Base: 64.8 gal      Lid: 1.9 gal

**LOAD RATING:**

Per the ANSI Z245.30-2008 Standard, the Otto MSD-65E rollout refuse container is capable of accommodating a load of 230 lbs.

**WEIGHT:**

The completed assembly weight of the Otto MSD-65E container is 29.36 lbs when equipped with Otto's 10" injection molded wheels. Other wheel options are also available.

**DIMENSIONS:**

Overall Height:      42.3"  
Loading Height:     39.1"  
Overall Width:       25.125"  
Overall Depth:       29.5"  
Minimum Grip Diameter: 24.0"

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**CONTAINER BODY:**

The Otto MSD-65E Container Body is injection-molded from High Density Polyethylene (HDPE). The container body has smooth surfaces both on the interior and exterior. The interior is free of crevices and recesses where refuse could become trapped, in order to allow complete emptying. The average wall thickness is 0.14" on the container sidewalls and 0.14" on the bottom section. The high-density polyethylene has a density of 0.945 to 0.954 grams cm<sup>3</sup>. The Melt Index (MI) of the HDPE is 3.5 to 6.0.

The top of the container body is reinforced with a rim around its entire perimeter. This feature adds structure and stability to the Otto MSD-65E container and provides a flat surface for the lid to close on. The top of the rim has a rain lip to prevent water from entering the container with the lid closed. The handles are integrally molded into the container body at the top rim. The underside of the rim is reinforced with a total of thirty-one (31) integrally molded-in gussets/ribs spaced around the entire circumference of the container.

The front of the container has a molded recess that provides for the front "catch," or lower lift, bar. The Otto MSD-65E container is offered with either an integrally molded plastic front catch bar or a 1" rotating steel catch bar. Both the steel bar and plastic bar versions are nestable with this feature fully installed/integrated. The plastic lower catch bar is integrally molded into the container base in the front recess. Plastic bar containers have no openings into the container bodies.

The clip-style metal catch bar is freely rotating, 1" OD (outside diameter) roll-formed steel with formed ends for added strength. The wall thickness of this bar is .050", hot rolled steel with an iron zinc clear chromate top coat shielding for corrosion protection. The clip-style metal catch bar allows for speedy installation of the bar from the outside of the container without requiring the use of any hand tools. Metal spring clips are compressed during installation and spring back once inside the container for a solid stop once installed.

The bottom of the container has molded-in wear ridges that extend around its perimeter. The wear ridges provide additional protection against abrasive wear if the container is slid on asphalt or pavement and improve impact resistance of the bottom of the container. There is a recessed area molded above the middle of the axle which allows a person's foot to be placed directly upon the axle to allow the container to be easily tilted, even with a full load.

The inside bottom of the container has a cylindrical-shaped energy absorbing detail, approximately 4.5" in diameter, integrally molded into its floor. This detail has been engineered to protect the floor of an empty container from impact when being loaded with heavy objects.

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The Otto MSD-65E rollout container has an integrally molded front “pouch” to facilitate semi-automated lifting. The front wall of the pouch has eleven (11) corrugations in order to support the lifting platform under maximum pouch load lifting forces. This upper pouch is reinforced with a pattern of eight (8) internal ribs. These ribs add strength and structure to the lifting pouch and front of the container.

Otto containers are designed for nesting and easy stacking for shipment and storage. Stacking ribs are molded onto the exterior of the top rim to prevent containers from becoming wedged together during shipment.

The weight of the container body is approximately 19.3 lbs. This weight does not include any other components.

**LID:**

The Otto MSD-65E container Lid is injection- molded from HDPE and is attached to the container body using two HDPE snap-lock hinge pins. The lid rotates freely about the hinge a full 270 degrees. The lid, when closed, rests on the top rim of the container body, providing a secure, tight fit around the entire perimeter between the lid and base. This prevents rain, insects and vermin from entering the container, as well as preventing the escape of most odors when the lid is closed.

The lid is molded with a hand-hold lip that extends across the full width of the front of the lid, and wraps around both corners. This allows the lid to be easily opened from three sides without contact with refuse or residue.

The Otto MSD-65E lid attachments are cylindrical-shaped and double-ribbed, creating an extremely robust attachment to the container body. The locking mechanism for the lid hinge pin, which is inserted into the attachments, is retained beneath a molded-in step feature within the lid.

The minimum material thickness in the lid is 0.10”.

The weight of the lid is approximately 2.9 lbs.

**HINGE PIN:**

The Otto MSD-65E lid Hinge Pins are injection-molded from HDPE. The hinge pins secure the lid to the integrally molded lid hinge and handle detail. Two (2) hinge pins are used to secure the lid. The hinge pins are installed at the factory using a rubber mallet. At installation, the truncated conical center portion of the hinge pin compresses and snaps into the open slot in each side of the handle detail. This prevents vandalism and securely fastens the lid to the container base. The hinge pins can be removed with a special tool available from Otto.

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**LID HINGE AND HANDLE DETAIL:**

The Otto MSD-65E Lid Hinge is integrally molded to the container body and lid. The handle diameter is 1.2" and provides 1.87" clearance for gloved hands.

**AXLE:**

The Otto MSD-65E machined solid steel Axle has a 27/32" diameter. The axle is zinc plated to protect against rust and corrosion. The large diameter of the axle allows the container to be easily rolled on any surface and supports a fully loaded container. The axle will withstand an 800-lb load without permanent deformation. The weight of the axle is 3.5 lb.

**WHEELS:**

The Otto MSD-65E container may be fitted with various 10" Wheels.

	<b><u>Plastic Blow- molded</u></b>	<b><u>Snap-on Blow-molded</u></b>	<b><u>Cushion- Tread</u></b>	<b><u>Solid Rubber Tire</u></b>	<b><u>Injection Molded 10"</u></b>
<b>Description</b>	HDPE, blow-molded, separate spacers.	HDPE, blow-molded, integrated spacers.	Injection-molded hub (HDPE) with rubberized cushion tread, separate spacers.	Injection-molded hub (HDPE) with pressed-on solid rubber tire, integrated spacers.	Injection-molded hub (HDPE), integrated spacers.
<b>Wheel Diameter</b>	10" diameter	10" diameter	10" diameter	10" diameter	10" diameter
	1.75" width - or -	1.75" width - or -	1.75" width - or -	1.75" width - or -	1.75" width
	12" diameter	12" diameter	12" diameter	12" diameter	
	1.75" width	1.75" width	1.75" width	1.75" width	
<b>Load Rating</b>	200 lbs.	200 lbs.	200 lbs.	200 lbs.	200 lbs.
<b>Attachment</b>	Zinc-plated palnut end caps.	Internal "snap-lock" attachment.	Internal "snap-lock" attachment.	Internal spring-loaded steel detent for snap-on.	Internal spring-loaded steel detent for snap-on.
<b>Weight (per wheel assembly)</b>	1.27 lbs. (10")	1.27 lbs. (10")	1.48 lbs.(10")	2.92 lbs. (10")	1.39 lbs. (10")

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	1.8 lbs. (12")	1.96 lbs. (12")	2.15 lbs. (12")	4.02 lbs. (12")	
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**MARKINGS:**

All Otto MSD-65E carts are hot stamped with a unique sequenced serial number to facilitate distribution and control. The customer's name or logo can be hot stamped on the container's body or lid. The containers are permanently marked with the month and year of production, mold number, material identification, patent number, model, and manufacture's insignia.

**WORKMANSHIP:**

The Otto MSD-65E plastic material — high-density polyethylene — is manufactured from virgin raw materials by major petrochemical companies, (e.g., Exxon, Chevron-Phillips, Quantum) and includes no recycled or regenerated plastic or foreign material. Up to 50% recycled material (PCR) content may be available upon request on particular colors, where suitable feedstock is available.

**COLOR:**

Otto's standard colors are Dark Blue, Light Blue, Green, Forest Green, Dark Gray, Light Gray, Brown, and Black. Other colors are available to special order.

All injection-molded parts are specifically prepared to be colorfast so that the plastic material does not alter appreciably in normal use. Due to the use of UV (ultraviolet) stable pigment and injection molding process, Otto containers have excellent color fastness.

**UV LIGHT STABILIZATION:**

The Otto MSD-65E container is stabilized against ultraviolet degradation with not less than 0.3% UV additives. This is a state-of-the-art package that meets or exceeds older systems requiring 0.5% UV additive by weight, and provides product viability for a minimum of 10 years of outdoor exposure.

**RECYCLABILITY:**

The Otto MSD-65E container is produced with a fully recyclable thermoplastic High Density Polyethylene (HDPE) resin. This allows the material to be recycled and reused after the useful life of the container.

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**QUALITY ASSURANCE PROCEDURES AND PERFORMANCE TESTING:**

The Otto MSD-65E Container is designed to withstand the following series of performance tests. The performance test requirements were designed to simulate the type of situations encountered in actual use. The severity of some tests was scaled to anticipate an expected 10-year life.

<u>Test Description</u>	<u>Test Requirements</u>
Semi-Automated Lifter Life Cycle	ANSI Z245.30-2008
Fully-Automated Lifter Life Cycle	ANSI Z245.30-2008
Drop Test (200 Lb. @ 12 Feet)	10 Drops without Damage
Wind Test	See 3 <sup>rd</sup> party wind resistance testing
Axle Durability (Bend) Test	ANSI Z245.30-2008
Durability During Pulling Test	ANSI Z245.30-2008

The following Quality Assurance tests are performed according to ASTM procedures.

Material Testing

1. Melt Flow Index Test: To check that the polymer batch matches the supplier certification. This is testing procedure ASTM D1238.
2. Colorant Color Match: Compare lot based color chips to the color chip master to ensure consistency.

In-Process Quality Tests

1. Drop Test: Cart is raised 12' under load and dropped 4 consecutive times. This provides that there is not a processing issue.
  - a. 65 gallon- 200lbs
2. Bib Pull Test: Bib pulled to failure to evaluate brittleness. Bib should break tensile.
3. Bar Pull Test: Bar pulled to failure. Determines if there is weakness at knit line at center of plastic bar. Bar should break off center.
4. Fit Checks: Mating components (axle, lift bar, lid) installed onto carts after cooled to ensure proper fit, form & function.
5. Weight & Thickness Checks: Evaluates molding process.

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All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is informational in nature and shall not be construed to warranty suitability of the unit for any particular purpose as performance may vary with the conditions encountered.

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**MSD-95E "Edge" Container**

The Otto Multi-System Design MSD-95E "Edge" rollout container consists of injection-molded, high density polyethylene plastic body, hinged lid, two (2) hinge pins, two (2) plastic wheel assemblies, and a solid steel axle.

The Otto MSD-95E rollout refuse container is compatible with fully automated arm lifter systems and standard, semi-automated bar lifter systems.

This container complies with ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for Container Safety and Compatibility Requirements.

**VOLUME CAPACITY:**

The total actual volume of the Otto MSD-95E container is 102.6 gallons (per ANSI Z245.30-2008, Appendix A, Volumetric Loading Capacity).

Base: 96.8 gal      Lid: 5.8 gal

**LOAD RATING:**

Per the ANSI Z245.30-2008 Standard, the Otto MSD-95E rollout refuse container is capable of accommodating a load of 340 lbs.

**WEIGHT:**

The completed assembly weight of the Otto MSD-95E container is 36.66 lbs when equipped with Otto's 10" injection molded wheels. Other wheel options are also available.

**DIMENSIONS:**

Loading Height: 41.75"  
Overall Height: 45.375"  
Overall Width: 27.5"  
Overall Depth: 33.25"  
Minimum Grip Diameter: 27.1"

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**CONTAINER BODY:**

The Otto MSD-95E Container Body is injection-molded from High Density Polyethylene (HDPE). The container body has smooth surfaces both on the interior and exterior. The interior is free of crevices and recesses where refuse could become trapped, in order to allow complete emptying. The average wall thickness is 0.15" on the container sidewalls and 0.15" on the bottom section. The high-density polyethylene has a density of 0.945 to 0.954 grams cm<sup>3</sup>. The Melt Index (MI) of the HDPE is 3.5 to 6.0.

The top of the container body is reinforced with a rim around its entire perimeter. This feature adds structure and stability to the Otto MSD-95E container and provides a flat surface for the lid to close on. The top of the rim has a rain lip to prevent water from entering the container with the lid closed. The handles are integrally molded into the container body at the top rim. The underside of the rim is reinforced with a total of thirty-one (31) integrally molded-in gussets spaced around the entire circumference of the container.

The front of the container has a molded recess that provides for the front "catch," or lower lift, bar. The Otto MSD-95E container is offered with either an integrally molded plastic front catch bar or a 1" rotating steel catch bar. Both the steel bar and plastic bar versions are nestable with this feature fully installed/integrated.

The plastic lower catch bar is integrally molded into the container base in the front recess. Plastic bar containers have no openings into the container bodies.

The clip-style metal catch bar is freely rotating, 1" OD (outside diameter) roll-formed steel with formed ends for added strength. The wall thickness of this bar is .050", hot rolled steel with an iron zinc clear chromate top coat shielding for corrosion protection. The clip-style metal catch bar allows for speedy installation of the bar from the outside of the container without requiring the use of any hand tools. Metal spring clips are compressed during installation and spring back once inside the container for a solid stop once installed.

The bottom of the container has molded in wear ridges that extend around its perimeter. The wear ridges provide additional protection against abrasive wear if the container is slid on asphalt or pavement and improve impact resistance of the bottom of the container. There is a recessed area molded above the middle of the axle which allows a person's foot to be placed directly upon the axle to allow the container to be easily tilted, even with a full load.

The inside bottom of the Otto MSD-95E container has a cylindrical-shaped energy absorbing detail, approximately 7" in diameter, integrally molded into its floor. This detail has been engineered to protect the floor of an empty container from impact when being loaded with heavy objects.

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The Otto rollout container has an integrally molded front "pouch" to facilitate semi-automated lifting. The front wall of the pouch has eleven (11) corrugations in order to support the lifting platform under maximum load lifting forces. This upper pouch is reinforced with a pattern of eight (8) internal ribs. These ribs add strength and structure to the lifting pouch and front of the container.

Otto containers are designed for nesting and easy stacking for shipment and storage. Stacking ribs are molded onto the exterior of the top rim to prevent containers from becoming wedged together during shipment.

The weight of the container body is 25.8 lbs. This weight does not include any other components.

**LID:**

The Otto MSD-95E container Lid is injection- molded from HDPE and is attached to the container body using two (2) HDPE snap-lock hinge pins. The lid rotates freely about the hinge a full 270 degrees. The lid, when closed, rests on the top rim of the container body, providing a secure tight fit around the entire perimeter between the lid and base. This prevents rain, insects and vermin from entering the container, as well as preventing the escape of most odors when the lid is closed.

The lid is molded with a hand-hold lip that extends across the full width of the front of the lid and wraps around both corners. This allows the lid to be easily opened from three sides without contact with refuse or residue.

The Otto MSD-95E lid attachments are cylindrical-shaped and double-ribbed, creating an extremely robust attachment to the container body. The locking mechanism for the lid hinge pin, which is inserted into the attachments, is retained beneath a molded-in step feature within the lid.

The minimum material thickness in the lid is 0.12".

The weight of the lid is 4.1 lbs.

**HINGE PIN:**

The Otto MSD-95E lid Hinge Pins are injection-molded from HDPE. The hinge pins secure the lid to the integrally molded lid hinge and handle detail. Two (2) hinge pins are used to secure the lid. The hinge pins are installed at the factory using a rubber mallet. At installation, the truncated conical center portion of the hinge pin compresses and snaps into the open slot in each side of the handle detail. This prevents vandalism and securely fastens the lid to the container base. The hinge pins can be removed with a special tool available from Otto.

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**LID HINGE AND HANDLE DETAIL:**

The Otto MSD-95E Lid Hinge is integrally molded to the container body and lid. The diameter is 1.2" and provides 1.87" clearance for gloved hands.

**AXLE:**

The Otto MSD-95E machined solid steel Axle has a 27/32" diameter. The axle is zinc plated to protect against rust and corrosion. The large diameter of the axle allows the container to be easily rolled on any surface and supports a fully loaded container. The axle will withstand an 800-lb load without permanent deformation. The weight of the axle is 3.8 lbs.

**WHEELS:**

The Otto MSD-95E container may be fitted with either 10" or (optional) 12" wheels.

	<u>Plastic Blow-molded</u>	<u>Snap-on Blow-molded</u>	<u>Cushion-Tread</u>	<u>Solid Rubber Tire</u>	<u>Injection Molded 10"</u>
<b>Description</b>	HDPE, blow-molded, separate spacers.	HDPE, blow-molded, integrated spacers.	Injection-molded hub (HDPE) with rubberized cushion tread, separate spacers.	Injection-molded hub (HDPE) with pressed-on solid rubber tire, integrated spacers.	Injection-molded hub (HDPE), integrated spacers.
<b>Wheel Diameter</b>	10" diameter	10" diameter	10" diameter	10" diameter	10" diameter
	1.75" width - or -	1.75" width - or -	1.75" width - or -	1.75" width - or -	1.75" width
	12" diameter	12" diameter	12" diameter	12" diameter	
	1.75" width	1.75" width	1.75" width	1.75" width	
<b>Load Rating</b>	200 lbs.	200 lbs.	200 lbs.	200 lbs.	200 lbs.
<b>Attachment</b>	Zinc-plated palnut end caps.	Internal "snap-lock" attachment.	Internal "snap-lock" attachment.	Internal spring-loaded steel detent for snap-on.	Internal spring-loaded steel detent for snap-on.
<b>Weight (per wheel assembly)</b>	1.27 lbs. (10")	1.27 lbs. (10")	1.48 lbs.(10")	2.92 lbs. (10")	1.39lbs (10")
	1.8 lbs (12")	1.96 lbs(12")	2.15 lbs(12")	4.02 lbs (12")	

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**MARKINGS:**

All Otto MSD-95E carts are hot stamped with a unique sequenced serial number to facilitate distribution and control. The customer's name or logo can be hot stamped on the container's body or lid. The containers are permanently marked with the month and year of production, mold number, material identification, patent number, model, and manufacture's insignia.

**WORKMANSHIP:**

The Otto MSD-95E plastic material — high-density polyethylene — is manufactured from virgin raw materials by major petrochemical companies, (e.g., Exxon, Chevron-Phillips, Quantum) and includes no recycled or regenerated plastic or foreign material. Up to 50% recycled material (PCR) content may be available upon request on particular colors, where suitable feedstock is available.

**COLOR:**

Otto's standard colors are Dark Blue, Light Blue, Green, Forest Green, Dark Gray, Light Gray, Brown, and Black. Other colors are available to special order.

All injection-molded parts are specifically prepared to be colorfast so that the plastic material does not alter appreciably in normal use. Due to the use of UV (ultraviolet) stable pigment and injection molding process, Otto containers have excellent color fastness.

**UV LIGHT STABILIZATION:**

The Otto MSD-95E container is stabilized against ultraviolet degradation with not less than 0.3% UV additives. This is a state-of-the-art package that meets or exceeds older systems requiring 0.5% UV additive by weight and provides product viability for a minimum of 10 years of outdoor exposure.

**RECYCLABILITY:**

The Otto MSD-95E container is produced with a fully recyclable thermoplastic High Density Polyethylene (HDPE) resin. This allows the material to be recycled and reused after the useful life of the container.

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**QUALITY ASSURANCE PROCEDURES AND PERFORMANCE TESTING:**

The MSD-95E Container is designed to withstand the following series of performance tests. The performance test requirements were designed to simulate the type of situations encountered in actual use. The severity of some tests was scaled to anticipate an expected 10-year life.

<u>Test Description</u>	<u>Test Requirements</u>
Semi-Automated Lifter Life Cycle	ANSI Z245.30-2008
Fully-Automated Lifter Life Cycle	ANSI Z245.30-2008
Drop Test (335 Lb. @ 12 Feet)	10 Drops without Damage
Wind Test	See 3 <sup>rd</sup> party wind resistance testing
Axle Durability (Bend) Test	ANSI Z245.30-2008
Durability During Pulling Test	ANSI Z245.30-2008

The following Quality Assurance tests are performed according to ASTM procedures.

Material Testing

1. Melt Flow Index Test: To check that the polymer batch matches the supplier certification. This is testing procedure ASTM D1238.
2. Colorant Color Match: Compare lot based color chips to the color chip master to ensure consistency.

In-Process Quality Tests

1. Drop Test: Cart is raised 12' under load and dropped 4 consecutive times. This provides that there is not a processing issue.
  - a. 95 gallon- 335lbs
2. Bib Pull Test: Bib pulled to failure to evaluate brittleness. Bib should break tensile.
3. Bar Pull Test: Bar pulled to failure. Determines if there is weakness at knit line at center of plastic bar. Bar should break off center.
4. Fit Checks: Mating components (axle, lift bar, lid) installed onto carts after cooled to ensure proper fit, form & function.
5. Weight & Thickness Checks: Evaluates molding process.

EXHIBIT 0-2  
PAGE 17 OF 18



All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is informational in nature and shall not be construed to warranty suitability of the unit for any particular purpose as performance may vary with the conditions encountered.

EXHIBIT     D-2      
PAGE   18   OF   18



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/8/16			
Department:		Legal			
Department Head		Paige Mims			
Agenda Coordinator (include phone #): <b>Betsy Allen # 7545</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, appointing James D. Shields and Lori A. Leu, licensed attorneys, to serve a two year term as ethics investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16 thru 2017-18</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	0	0	0
Encumbered/Expended Amount	0	0	0	0	0
This Item	0	0	0	0	0
BALANCE	0	0	0	0	0
<b>FUND(s): N/A</b>					
<b>COMMENTS:</b> This item has no fiscal impact.					
<b>STRATEGIC PLAN GOAL:</b> Appointing Ethics Investigators relates to the City's goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
This Resolution approves the appointment of James D. Shields and Lori A. Leu, licensed attorneys, to serve as ethics investigators as required by the Code of Conduct in the event the Council deems a full investigation is required. Mr. Shields and Ms. Leu have been previously appointed and are willing to be reappointed.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		

**A Resolution of the City of Plano, Texas, appointing James D. Shields and Lori A. Leu, licensed attorneys, to serve a two year term as ethics investigators as required by Section 2-104 of the Code of Conduct of the City of Plano; and providing an effective date.**

**WHEREAS**, pursuant to Sec. 2-104 of the Code of Ordinances, the City Council shall appoint attorneys to serve as ethics investigators as required by the Code of Conduct of the City of Plano; and

**WHEREAS**, James D. Shields and Lori A. Leu, licensed attorneys, have agreed to serve as ethics investigators for a two year period from February 15, 2016 to February 14, 2018; and

**WHEREAS**, the Council finds that both Mr. Shields and Ms. Leu are qualified to serve as ethics investigators for code of conduct violations.

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

**Section I.** James D. Shields and Lori A. Leu are hereby appointed by the City Council to serve as ethics investigators in determining violations of the Code of Conduct of the City of Plano. Their terms are from February 15, 2016 to February 14, 2018.

**Section II.** This Resolution shall become effective immediately after its passage.

**DULY PASSED AND APPROVED** this the 8th day of February, 2016.

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Harry LaRosiliere, MAYOR

ATTEST:

---

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

---

Paige Mims, CITY ATTORNEY



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/8/16		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): <b>Myra Conklin x7312</b>				
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending December 31, 2015 and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):</b> N/A				
<b>COMMENTS:</b> This item has no fiscal impact.				
<b>STRATEGIC PLAN GOAL:</b> The Quarterly Investment Portfolio Summary relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
Quarterly Investment report ending December 31, 2015				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Resolution				
Investment Portfolio Summary				

**A Resolution of the City of Plano, Texas, approving the Investment Portfolio Summary for the quarter ending December 31, 2015 and providing an effective date.**

**WHEREAS**, the City Council has been presented the City of Plano’s Investment Portfolio Summary for the quarter ending December 31, 2015, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Investment Portfolio Summary”); and

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

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

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

**Section I.** The City of Plano’s Investment Portfolio Summary for the Quarter Ending December 31, 2015, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, is hereby in all things approved.

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

**DULY PASSED AND APPROVED** this the 8<sup>th</sup> day of February, 2016.

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

ATTEST:

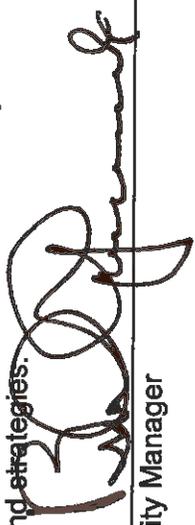
\_\_\_\_\_  
Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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

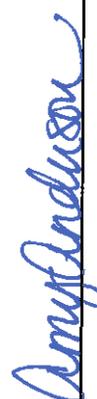
**City of Plano**  
**INVESTMENT PORTFOLIO SUMMARY**  
**For the Quarter Ended**  
**December 31, 2015**

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

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
Denise Tacke  
Director of Finance

  
\_\_\_\_\_  
Myra Coulter  
Treasurer

  
\_\_\_\_\_  
Amy Anderson  
Treasury Analyst

Information received since the Federal Open Market Committee met in December suggests that labor market conditions improved further even as economic growth slowed late last year. Household spending and business fixed investment have been increasing at moderate rates in recent months, and the housing sector has improved further; however, net exports have been soft and inventory investment slowed. A range of recent labor market indicators, including strong job gains, points to some additional decline in underutilization of labor resources. Inflation has continued to run below the Committee's 2 percent longer-run objective, partly reflecting declines in energy prices and in prices of non-energy imports. Market-based measures of inflation compensation declined further; survey-based measures of longer-term inflation expectations are little changed, on balance, in recent months.

Consistent with its statutory mandate, the Committee seeks to foster maximum employment and price stability. The Committee currently expects that, with gradual adjustments in the stance of monetary policy, economic activity will expand at a moderate pace and labor market indicators will continue to strengthen. Inflation is expected to remain low in the near term, in part because of the further declines in energy prices, but to rise to 2 percent over the medium term as the transitory effects of declines in energy and import prices dissipate and the labor market strengthens further. The Committee is closely monitoring global economic and financial developments and is assessing their implications for the labor market and inflation, and for the balance of risks to the outlook.

Given the economic outlook, the Committee decided to maintain the target range for the federal funds rate at 1/4 to 1/2 percent. The stance of monetary policy remains accommodative, thereby supporting further improvement in labor market conditions and a return to 2 percent inflation. In determining the timing and size of future adjustments to the target range for the federal funds rate, the Committee will assess realized and expected economic conditions relative to its objectives of maximum employment and 2 percent inflation. This assessment will take into account a wide range of information, including measures of labor market conditions, indicators of inflation pressures and inflation expectations, and readings on financial and international developments. In light of the current shortfall of inflation from 2 percent, the Committee will carefully monitor actual and expected progress toward its inflation goal. The Committee expects that economic conditions will evolve in a manner that will warrant only gradual increases in the federal funds rate; the federal funds rate is likely to remain, for some time, below levels that are expected to prevail in the longer run. However, the actual path of the federal funds rate will depend on the economic outlook as informed by incoming data.

The Committee is maintaining its existing policy of reinvesting principal payments from its holdings of agency debt and agency mortgage-backed securities in agency mortgage-backed securities and of rolling over maturing Treasury securities at auction, and it anticipates doing so until normalization of the level of the federal funds rate is well under way. This policy, by keeping the Committee's holdings of longer-term securities at sizable levels, should help maintain accommodative financial conditions.

Voting for the FOMC monetary policy action were: Janet L. Yellen, Chair; William C. Dudley, Vice Chairman; Lael Brainard; James Bullard; Stanley Fischer; Esther L. George; Loretta J. Mester; Jerome H. Powell; Eric Rosengren; and Daniel K. Tarullo.

<u>Asset Type</u>	<u>Avg Yield</u>	<u>December 31, 2015</u>		<u>September 30, 2015</u>	
		<u>End Book Value</u>	<u>End Market Value</u>	<u>End Book Value</u>	<u>End Market Value</u>
Pools/NOW Accounts	0.22%	119,449,752.63	119,449,752.63	102,176,967.02	102,176,967.02
Certificates of Deposit	0.60%	39,961,057.62	39,961,057.62	39,959,965.38	39,959,965.38
FFCB Bonds	0.94%	11,006,230.69	10,942,711.00	11,006,671.02	11,039,702.00
FHLB Bonds	0.59%	19,660,675.49	19,659,224.57	19,683,076.43	19,714,264.01
FHLMC Bonds	0.90%	66,159,808.84	66,085,304.00	66,997,154.86	67,160,559.00
FNMA Bonds	1.05%	18,439,973.27	18,368,363.69	9,464,706.40	9,493,984.36
Municipal Bonds	1.02%	177,502,040.08	177,178,884.55	183,992,455.39	184,418,030.50
TVA Bonds	0.86%	13,529,224.99	13,472,053.26	13,675,321.80	13,705,960.01
<b>Totals</b>		<b>465,708,763.61</b>	<b>465,117,351.32</b>	<b>446,956,318.30</b>	<b>447,669,432.28</b>

**Average Yield (1):**

Total Portfolio 0.75%

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

Total Portfolio 0.76%

**This Quarter:**

Rolling Six Month Treasury Yield	0.32%
Rolling Two Year Treasury Yield	0.84%
TexPool Yield	0.13%

**Last 12 Months:**

Rolling Six Month Treasury Yield	0.17%
Rolling Two Year Treasury Yield	0.69%
TexPool Yield	0.08%

**Investment Earnings (3):**

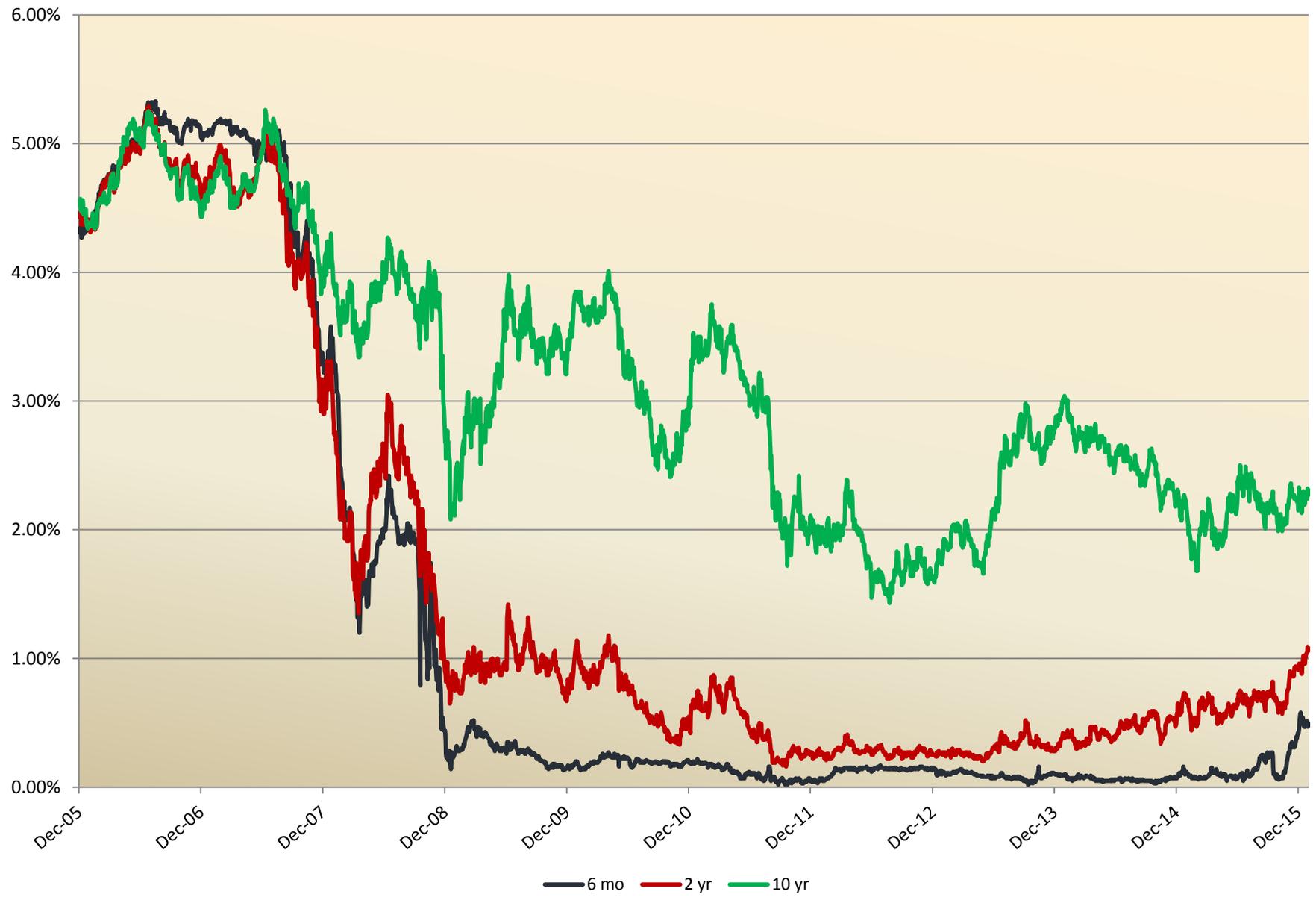
Quarter	\$ (440,698)
Fiscal Year To Date	\$ (440,698)

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

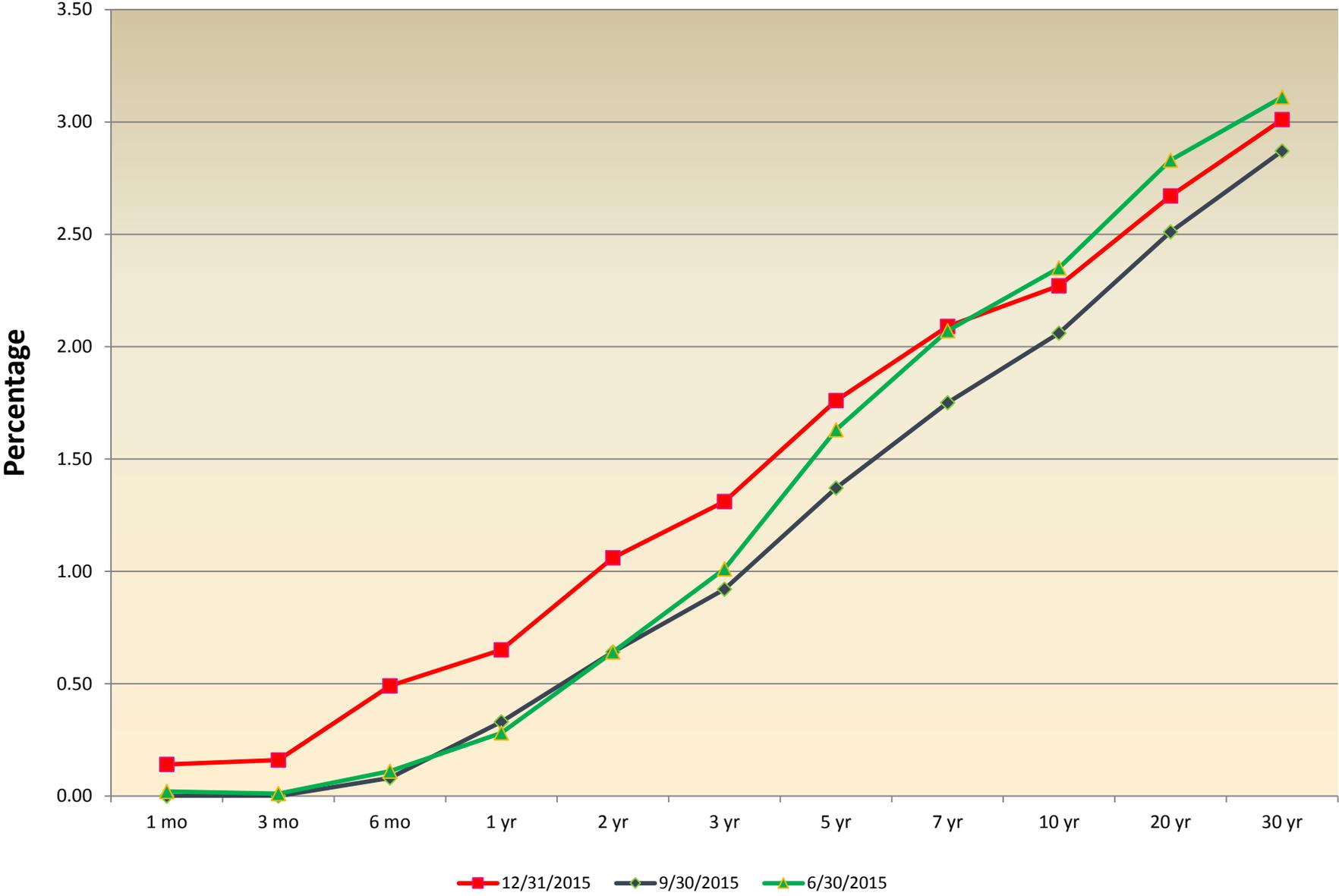
(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

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

# US Treasury Historical Yields



# Treasury Yield Curves



# S & P 500



**Detail of Security Holdings  
December 31, 2015**

**By Sector**

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Frost NOW Account		0.00%	01/01/2016	12/31/2015		24,943,264.40	24,943,264.40	24,943,264.40	100.00	24,943,264.40	0.03	0.00%	-
Legacy NOW Account		0.28%	01/01/2016	12/31/2015		35,099,200.54	35,099,200.54	35,099,200.54	100.00	35,099,200.54	0.03	0.28%	-
TexPool	AAAm/NA	0.19%	01/01/2016	12/31/2015		7,222,695.40	7,222,695.40	7,222,695.40	100.00	7,222,695.40	0.03	0.19%	-
Texas Daily	AAAm/NA	0.23%	01/01/2016	12/31/2015		37,184,592.29	37,184,592.29	37,184,592.29	100.00	37,184,592.29	0.03	0.23%	-
Texas TERM	AAAI/NA	0.42%	01/01/2016	12/31/2015		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	0.42%	-
Certificate of Deposit		0.25%	01/13/2016	01/13/2015		5,190,858.10	5,190,858.10	5,190,858.10	100.00	5,190,858.10	0.43	0.25%	12,514.95
Certificate of Deposit		0.55%	01/30/2016	01/30/2014		10,202,037.58	10,202,037.58	10,202,037.58	100.00	10,202,037.58	0.98	0.55%	107,610.53
Certificate of Deposit		0.56%	02/29/2016	02/27/2014		20,273,838.66	20,273,838.66	20,273,838.66	100.00	20,273,838.66	1.97	0.56%	209,026.05
Certificate of Deposit		0.50%	03/10/2016	03/10/2014		3,061,376.48	3,061,376.48	3,061,376.48	100.00	3,061,376.48	2.30	0.50%	27,720.13
Certificate of Deposit		0.45%	03/11/2016	03/11/2014		246,653.55	246,653.55	246,653.55	100.00	246,653.55	2.33	0.45%	2,007.02
Certificate of Deposit		0.60%	11/10/2016	06/10/2015		100,308.96	100,308.96	100,308.96	100.00	100,308.96	10.33	0.60%	336.38
Certificate of Deposit		0.75%	12/01/2016	06/01/2015		247,000.00	247,000.00	247,000.00	100.00	247,000.00	11.02	0.75%	1,081.05
Certificate of Deposit		0.50%	12/16/2016	12/17/2015		246,102.50	246,102.50	246,102.50	100.00	246,102.50	11.51	0.50%	47.20
Certificate of Deposit		0.60%	01/13/2017	08/13/2015		147,892.05	147,892.05	147,892.05	100.00	147,892.05	12.43	0.60%	340.35
Certificate of Deposit		1.19%	06/27/2017	11/27/2015		244,989.74	244,989.74	244,989.74	100.00	244,989.74	17.84	1.19%	272.25
FFCB	AAA/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,560.00	1,999,359.01	100.01	2,000,212.00	9.44	0.62%	2,481.11
FFCB	AAA/AA+	1.28%	09/06/2018	09/11/2015	03/06/2016	9,000,000.00	9,007,650.00	9,006,871.68	99.36	8,942,499.00	32.13	1.25%	38,400.00
FHLB	AAA/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,590,162.37	100.04	7,593,210.57	1.08	0.68%	21,989.92
FHLB	AAA/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	5,999,035.54	99.99	5,999,418.00	5.87	0.56%	353.33
FHLB	AAA/AA+	0.50%	09/15/2016	09/15/2015		4,000,000.00	4,000,017.08	4,000,012.09	99.94	3,997,596.00	8.49	0.50%	5,888.89
FHLB	AAA/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	2,071,465.49	103.45	2,069,000.00	9.61	0.64%	20,500.00
FHLMC	AAA/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,147,013.65	102.58	6,154,608.00	6.56	0.93%	149,416.67
FHLMC	AAA/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,270,129.07	100.80	30,241,440.00	7.80	0.60%	210,000.00
FHLMC	AAA/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	16,738,959.52	104.55	16,728,272.00	13.54	0.85%	300,000.00
FHLMC	AAA/AA+	1.00%	09/08/2017	09/11/2015	03/18/2016	10,000,000.00	10,004,900.00	10,004,152.88	99.61	9,960,780.00	20.23	0.98%	31,388.89
FHLMC	AAA/AA+	1.14%	10/15/2018	10/15/2015	01/15/2016	3,000,000.00	2,999,520.00	2,999,553.72	100.01	3,000,204.00	33.41	1.15%	7,220.00
FNMA	AAA/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,416,606.46	100.27	3,419,237.69	1.84	0.72%	23,870.00
FNMA	AAA/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,017,776.72	100.44	6,026,508.00	2.75	0.89%	35,566.67
FNMA	AAA/AA+	1.55%	10/29/2019	10/27/2015	01/29/2016	9,000,000.00	9,005,850.00	9,005,590.09	99.14	8,922,618.00	45.84	1.53%	24,025.00
Municipal Bond	NA/AAA	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,110,876.22	100.06	1,110,666.00	0.49	0.56%	12,795.83
Municipal Bond	AA1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	4,976,251.18	100.14	4,976,858.60	1.05	0.55%	41,416.67
Municipal Bond	AA2/AA	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	1,406,047.29	100.43	1,406,034.00	1.51	0.54%	21,155.56
Municipal Bond	AAA/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	718,994.43	100.55	718,903.90	1.51	0.52%	13,505.56
Municipal Bond	AA2/AA	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,005,532.69	100.54	1,005,430.00	1.51	0.56%	18,888.89
Municipal Bond	AA2/AA	4.00%	03/01/2016	03/01/2015		320,000.00	330,907.46	321,817.91	100.58	321,846.40	2.00	0.58%	4,266.67
Municipal Bond	AA2/AA	4.00%	03/01/2016	03/01/2015		930,000.00	961,699.79	935,283.30	100.51	934,733.70	2.00	0.58%	12,400.00
Municipal Bond	AA2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,501,443.33	100.11	2,502,825.00	2.00	0.65%	8,333.33
Municipal Bond	AA3/AA	0.50%	04/01/2016	03/25/2015		3,000,000.00	3,003,000.00	3,007,739.95	99.96	2,998,800.00	3.02	0.40%	3,750.00
Municipal Bond	AA2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,012,721.74	101.32	1,013,160.00	3.48	0.57%	10,555.56
Municipal Bond	AA1/AA	5.85%	05/01/2016	06/25/2015		1,255,000.00	1,312,884.38	1,277,707.06	101.40	1,272,544.90	4.00	0.41%	12,240.43
Municipal Bond	AA2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,283,769.65	101.15	5,284,983.00	4.00	0.60%	34,833.33
Municipal Bond	AA1/AA-	4.84%	05/01/2016	06/25/2015		695,000.00	721,152.85	705,259.32	101.45	705,056.65	4.00	0.40%	5,606.33
Municipal Bond	NA/AA+	1.15%	05/01/2016	03/19/2015		500,000.00	503,890.00	501,160.34	100.19	500,970.00	4.00	0.45%	958.33
Municipal Bond	AAA/AAA	4.75%	06/01/2016	06/22/2015		650,000.00	676,416.00	661,714.92	101.67	660,829.00	5.02	0.42%	2,572.92
Municipal Bond	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00	100.09	250,217.50	5.02	1.00%	208.33
Municipal Bond	AA2/AA+	3.00%	06/01/2016	06/22/2015		430,000.00	440,371.60	434,599.58	101.09	434,687.00	5.02	0.43%	1,075.00
Municipal Bond	AA2/AA	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,593,367.45	102.21	4,599,540.00	6.00	0.80%	112,500.00
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	1,922,867.47	102.48	1,921,556.25	7.02	0.77%	40,546.88
Municipal Bond	AA1/AA+	2.63%	08/01/2016	09/17/2015		445,000.00	453,018.90	450,379.45	101.15	450,099.70	7.02	0.55%	4,867.19
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,019,951.36	102.08	1,020,810.00	7.02	0.56%	16,666.67
Municipal Bond	AA3/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,249,982.83	102.14	2,252,142.90	7.48	0.69%	33,320.00
Municipal Bond	AA3/AA-	0.95%	09/01/2016	06/22/2015		3,000,000.00	3,014,040.00	3,007,871.40	99.78	2,993,280.00	8.03	0.55%	9,450.00
Municipal Bond	AA2/AA-	1.24%	09/01/2016	04/30/2015		2,625,000.00	2,652,615.00	2,638,807.50	100.53	2,638,860.00	8.03	0.45%	10,858.75
Municipal Bond	AAA/NA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	2,001,295.16	100.06	2,001,260.00	9.02	0.55%	3,185.00
Municipal Bond	AAA/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,167,319.08	103.35	1,167,900.20	9.02	0.56%	14,125.00
Municipal Bond	AA3/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	100.13	710,923.00	10.49	0.92%	833.74
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	403,121.29	102.04	403,065.90	10.49	0.62%	1,514.17
Municipal Bond	AA2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,654,729.93	103.08	1,659,652.40	11.02	0.91%	5,366.67
Municipal Bond	AAA/AAA	1.23%	02/15/2017	06/22/2015		1,375,000.00	1,386,536.25	1,382,869.10	100.14	1,376,870.00	13.51	0.72%	6,409.94
Municipal Bond	AA1/AA+	5.00%	02/15/2017	06/22/2015		470,000.00	503,073.90	492,560.34	104.84	492,752.70	13.51	0.70%	8,877.78
Municipal Bond	AAA/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,524,969.68	104.61	2,521,004.60	13.51	0.70%	45,522.22
Municipal Bond	AA1/AA+	4.00%	02/15/2017	06/25/2015		1,600,000.00	1,683,184.00	1,657,024.64	103.62	1,657,872.00	13.51	0.80%	24,177.78
Municipal Bond	AA1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,437,136.29	102.78	2,440,953.75	13.97	0.72%	23,750.00
Municipal Bond	NA/AA+	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,007,776.54	100.40	2,007,940.00	13.97	1.10%	9,600.00
Municipal Bond	NA/AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	615,593.33	104.38	615,842.00	13.97	0.72%	8,850.00
Municipal Bond	AA1/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,001,302.56	99.72	1,994,480.00	14.43	0.95%	5,888.89
Municipal Bond	AA1/NA	5.42%	04/01/2017	06/25/2015		1,655,000.00	1,790,362.45	1,750,759.50	105.57	1,747,216.60	14.98	0.75%	22,425.25
Municipal Bond	AA3/NA	3.00%	04/01/2017	06/25/2015		265,000.00	274,253.80	271,546.42	102.26	270,996.95	14.98	1.00%	1,987.50
Municipal Bond	NA/AA-	4.00%	05/01/2017	05/21/2015		665,000.00	705,305.65	692,607.39	104.00	691,613.30	15.97	0.85%	4,433.33
Municipal Bond	NA/AA-	1.21%	05/01/2017	03/26/2015		565,000.00	566,282.55	565,814.34	99.59	562,700.45	15.97	1.10%	1,139.42
Municipal Bond	AA2/AA	5.00%	05/01/2017	02/07/2013									

**Detail of Security Holdings  
December 31, 2015**

**By Sector**

Security Description	Moody's/S&P Ratings*	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA1/AA+	3.55%	08/01/2017	05/22/2015		325,000.00	342,556.50	337,674.83	103.65	336,872.25	18.98	1.05%	4,803.23
Municipal Bond	AA2/AA	5.18%	08/15/2017	02/15/2013		1,300,000.00	1,541,670.00	1,387,277.90	106.29	1,381,731.00	19.44	0.95%	25,439.56
Municipal Bond	AA1/AAA	1.47%	08/15/2017	11/07/2013		250,000.00	250,000.00	250,000.00	100.16	250,402.50	19.44	1.47%	1,390.22
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,396,750.23	106.90	6,376,406.05	20.98	1.05%	78,887.12
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	6,003,870.66	104.41	5,967,260.10	22.00	1.18%	38,100.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	529,461.11	105.62	528,115.00	22.46	0.79%	2,555.56
Municipal Bond	AA2/AA	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	497,180.44	99.51	497,525.00	22.98	1.40%	457.08
Municipal Bond	AA3/AA-	2.12%	01/15/2018	06/25/2015		2,550,000.00	2,613,265.50	2,600,477.07	101.23	2,581,416.00	24.46	1.13%	24,927.67
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,925,461.30	106.36	1,925,097.90	25.02	1.36%	33,997.83
Municipal Bond	AA2/AA+	5.00%	02/01/2018	06/25/2015		665,000.00	732,371.15	718,996.00	108.02	718,346.30	25.02	1.04%	13,854.17
Municipal Bond	AA1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,405,109.74	100.33	8,427,888.00	25.02	1.30%	46,550.00
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	103.46	1,872,607.90	25.48	1.35%	21,210.79
Municipal Bond	AAA/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,739,826.31	108.32	2,735,105.25	25.48	0.90%	47,694.44
Municipal Bond	AA1/AA	1.41%	02/15/2018	04/09/2015		2,680,000.00	2,680,000.00	2,680,000.00	100.15	2,684,100.40	25.48	1.41%	14,285.59
Municipal Bond	AA1/NA	2.35%	03/01/2018	09/17/2015		435,000.00	448,672.05	447,069.86	102.17	444,456.90	25.93	1.05%	3,407.50
Municipal Bond	AA1/AA+	4.00%	03/01/2018	06/22/2015		420,000.00	452,558.40	446,199.08	106.25	446,229.00	25.93	1.07%	5,600.00
Municipal Bond	AAA/AAA	3.50%	03/01/2018	06/25/2015		1,205,000.00	1,281,903.10	1,267,071.79	104.89	1,263,876.30	25.93	1.08%	14,058.33
Municipal Bond	AA1/AAA	1.35%	03/15/2018	09/17/2015		1,195,000.00	1,199,385.65	1,198,879.61	99.68	1,191,140.15	26.39	1.20%	4,750.12
Municipal Bond	AA1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,049,588.00	100.24	8,018,800.00	26.39	1.36%	38,866.67
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	531,375.11	105.92	529,610.00	27.93	1.65%	3,702.50
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	265,687.55	105.92	264,805.00	27.93	1.65%	1,851.25
Municipal Bond	AA1/AA+	1.88%	05/01/2018	06/25/2015		280,000.00	285,633.60	284,610.79	101.57	284,398.80	27.93	1.16%	877.33
Municipal Bond	AAA/AA+	4.02%	05/01/2018	06/25/2015		745,000.00	804,786.25	793,931.69	106.20	791,160.20	27.93	1.15%	4,992.74
Municipal Bond	AA3/AA	5.05%	05/01/2018	06/25/2015		9,000,000.00	9,967,770.00	9,792,065.36	107.94	9,714,510.00	27.93	1.20%	75,750.00
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	2,976,010.28	108.74	2,957,755.20	28.95	1.48%	12,489.33
Municipal Bond	NA/AAA	1.42%	06/01/2018	06/25/2015		2,000,000.00	2,013,380.00	2,011,021.03	100.42	2,008,300.00	28.95	1.18%	2,360.00
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	258,308.05	105.41	258,242.25	28.95	1.38%	755.42
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	611,645.64	100.55	608,321.45	29.93	1.65%	6,373.68
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	227,471.78	100.55	226,235.25	29.93	1.65%	2,370.38
Municipal Bond	AA3/AA-	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,068,455.31	100.55	5,027,450.00	29.93	1.54%	52,675.00
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,991,641.81	100.55	1,980,815.30	29.93	1.65%	20,753.95
Municipal Bond	AA2/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	455,438.16	100.18	450,801.00	30.95	1.20%	3,148.12
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,785,007.56	105.95	2,786,537.60	30.95	1.55%	42,945.71
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	100.82	252,047.50	31.41	1.92%	1,815.22
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,281,221.85	106.86	1,287,614.80	31.41	1.53%	18,359.11
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,605,694.90	104.39	2,609,750.00	31.41	1.55%	30,458.33
Municipal Bond	AA2/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,088,463.23	100.77	10,077,300.00	36.98	1.70%	83,333.33
Municipal Bond	AA2/AA	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,674,874.80	108.04	1,674,573.50	37.44	1.69%	25,700.03
Municipal Bond	AA2/AA	4.67%	03/01/2019	09/17/2015		500,000.00	547,930.00	543,939.00	107.94	539,685.00	37.90	1.80%	7,790.00
Municipal Bond	AA2/AA	2.20%	04/01/2019	09/17/2015		450,000.00	461,596.50	460,654.06	101.76	457,933.50	38.92	1.45%	2,475.00
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,033,082.00	100.07	5,003,350.00	41.90	1.60%	44,900.00
Municipal Bond	NA/AA	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	689,013.33	109.34	683,362.50	43.38	1.53%	10,502.22
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	528,938.31	104.86	524,285.00	43.38	1.70%	6,342.89
TVA	AAA/AA+	5.50%	07/18/2017	01/12/2015		12,632,000.00	14,089,792.11	13,529,224.99	106.65	13,472,053.26	18.52	0.86%	314,571.89
<b>TOTAL</b>						<b>458,727,810.25</b>	<b>477,109,503.33</b>	<b>465,708,763.61</b>		<b>465,117,351.32</b>	<b>11.74</b>	<b>0.75%</b>	<b>3,163,675.84</b>

(1) (2)

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

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

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

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

**AA-** capacity to meet its financial commitment on the obligation is very strong

**A-** somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions, but still strong

(may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories)

**Moody's Ratings Definitions:**

**AAA-** obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk

**AA-** obligations rated Aa are judged to be of high quality and are subject to very low credit risk

**A-** obligations rated A are judged to be upper-medium grade and are subject to low credit risk

(the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking;

and the modifier 3 indicates a ranking in the lower end of that generic rating category)

**Detail of Security Holdings  
December 31, 2015**

**By Maturity**

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Frost NOW Account		0.00%	01/01/2016	12/31/2015		24,943,264.40	24,943,264.40	24,943,264.40	100.00	24,943,264.40	0.03	0.00%	-
Legacy NOW Account		0.28%	01/01/2016	12/31/2015		35,099,200.54	35,099,200.54	35,099,200.54	100.00	35,099,200.54	0.03	0.28%	-
TexPool	AAAm/NA	0.19%	01/01/2016	12/31/2015		7,222,695.40	7,222,695.40	7,222,695.40	100.00	7,222,695.40	0.03	0.19%	-
Texas Daily	AAAm/NA	0.23%	01/01/2016	12/31/2015		37,184,592.29	37,184,592.29	37,184,592.29	100.00	37,184,592.29	0.03	0.23%	-
Texas TERM	AAAf/NA	0.42%	01/01/2016	12/31/2015		15,000,000.00	15,000,000.00	15,000,000.00	100.00	15,000,000.00	0.03	0.42%	-
Certificate of Deposit		0.25%	01/13/2016	01/13/2015		5,190,858.10	5,190,858.10	5,190,858.10	100.00	5,190,858.10	0.43	0.25%	12,514.95
Municipal Bond	NA/AAA	2.50%	01/15/2016	01/17/2013		1,110,000.00	1,173,847.20	1,110,876.22	100.06	1,110,666.00	0.49	0.56%	12,795.83
Certificate of Deposit		0.55%	01/30/2016	01/30/2014		10,202,037.58	10,202,037.58	10,202,037.58	100.00	10,202,037.58	0.98	0.55%	107,610.53
Municipal Bond	AA1/AA+	2.00%	02/01/2016	01/18/2013		4,970,000.00	5,186,642.30	4,976,251.18	100.14	4,976,858.60	1.05	0.55%	41,416.67
FHLB	AAA/AA+	0.70%	02/02/2016	02/13/2012		7,590,000.00	7,597,134.60	7,590,162.37	100.04	7,593,210.57	1.08	0.68%	21,989.92
Municipal Bond	AA2/AA	4.00%	02/15/2016	02/08/2013		1,400,000.00	1,544,872.00	1,406,047.29	100.43	1,406,034.00	1.51	0.54%	21,155.56
Municipal Bond	AAA/AAA	5.00%	02/15/2016	12/12/2012		715,000.00	815,729.20	718,994.43	100.55	718,903.90	1.51	0.52%	13,505.56
Municipal Bond	AA2/AA	5.00%	02/15/2016	12/12/2012		1,000,000.00	1,139,520.00	1,005,532.69	100.54	1,005,430.00	1.51	0.56%	18,888.89
FNMA	AAA/AA+	2.00%	02/25/2016	02/13/2012		3,410,000.00	3,583,773.60	3,416,606.46	100.27	3,419,237.69	1.84	0.72%	23,870.00
Certificate of Deposit		0.56%	02/29/2016	02/27/2014		20,273,838.66	20,273,838.66	20,273,838.66	100.00	20,273,838.66	1.97	0.56%	209,026.05
Municipal Bond	AA2/AA	4.00%	03/01/2016	03/01/2015		320,000.00	330,907.46	321,817.91	100.58	321,846.40	2.00	0.58%	4,266.67
Municipal Bond	AA2/AA	4.00%	03/01/2016	03/01/2015		930,000.00	961,699.79	935,283.30	100.51	934,733.70	2.00	0.58%	12,400.00
Municipal Bond	AA2/AA	1.00%	03/01/2016	03/14/2013		2,500,000.00	2,525,625.00	2,501,443.33	100.11	2,502,825.00	2.00	0.65%	8,333.33
Certificate of Deposit		0.50%	03/10/2016	03/10/2014		3,061,376.48	3,061,376.48	3,061,376.48	100.00	3,061,376.48	2.30	0.50%	27,720.13
Certificate of Deposit		0.45%	03/11/2016	03/11/2014		246,653.55	246,653.55	246,653.55	100.00	246,653.55	2.33	0.45%	2,007.02
FNMA	AAA/AA+	2.20%	03/24/2016	02/21/2012		6,000,000.00	6,315,960.00	6,017,776.72	100.44	6,026,508.00	2.75	0.89%	35,566.67
Municipal Bond	AA3/AA	0.50%	04/01/2016	03/25/2015		3,000,000.00	3,003,000.00	3,000,739.95	99.96	2,998,800.00	3.02	0.40%	3,750.00
Municipal Bond	AA2/NA	5.00%	04/15/2016	12/11/2012		1,000,000.00	1,146,540.00	1,012,721.74	101.32	1,013,160.00	3.48	0.57%	10,555.56
Municipal Bond	AA1/AA	5.85%	05/01/2016	06/25/2015		1,255,000.00	1,312,884.38	1,277,707.06	101.40	1,272,544.90	4.00	0.41%	12,240.43
Municipal Bond	AA2/NA	4.00%	05/01/2016	02/06/2013		5,225,000.00	5,793,427.75	5,283,769.65	101.15	5,284,983.00	4.00	0.60%	34,833.33
Municipal Bond	AA1/AA-	4.84%	05/01/2016	06/25/2015		695,000.00	721,152.85	705,259.32	101.45	705,056.65	4.00	0.40%	5,606.33
Municipal Bond	NA/AA+	1.15%	05/01/2016	03/19/2015		500,000.00	503,890.00	501,160.34	100.19	500,970.00	4.00	0.45%	958.33
Municipal Bond	AAA/AAA	4.75%	06/01/2016	06/22/2015		650,000.00	676,416.00	661,714.92	101.67	660,829.00	5.02	0.42%	2,572.92
Municipal Bond	NA/AA	1.00%	06/01/2016	11/21/2013		250,000.00	250,000.00	250,000.00	100.09	250,217.50	5.02	1.00%	208.33
Municipal Bond	AA2/AA+	3.00%	06/01/2016	06/22/2015		430,000.00	440,371.60	434,599.58	101.09	434,687.00	5.02	0.43%	1,075.00
FHLB	AAA/AA+	0.53%	06/27/2016	01/07/2014		6,000,000.00	5,995,140.00	5,999,035.54	99.99	5,999,418.00	5.87	0.56%	353.33
Municipal Bond	AA2/AA	5.00%	07/01/2016	02/01/2013		4,500,000.00	5,135,715.00	4,593,367.45	102.21	4,599,540.00	6.00	0.80%	112,500.00
FHLMC	AAA/AA+	5.50%	07/18/2016	02/21/2012		6,000,000.00	7,182,724.81	6,147,013.65	102.58	6,154,608.00	6.56	0.93%	149,416.67
Municipal Bond	AA1/AAA	5.19%	08/01/2016	02/14/2013		1,875,000.00	2,157,731.25	1,922,867.47	102.48	1,921,556.25	7.02	0.77%	40,546.88
Municipal Bond	AA1/AA+	2.63%	08/01/2016	09/17/2015		445,000.00	453,018.90	450,379.45	101.15	450,099.70	7.02	0.55%	4,867.19
Municipal Bond	AAA/AAA	4.00%	08/01/2016	02/12/2013		1,000,000.00	1,118,030.00	1,019,951.36	102.08	1,020,810.00	7.02	0.56%	16,666.67
Municipal Bond	AA3/NA	4.00%	08/15/2016	02/15/2013		2,205,000.00	2,456,943.30	2,249,982.83	102.14	2,252,142.90	7.48	0.69%	33,320.00
FHLMC	AAA/AA+	2.00%	08/25/2016	02/19/2013		30,000,000.00	31,456,200.00	30,270,129.07	100.80	30,241,440.00	7.80	0.60%	210,000.00
Municipal Bond	AA3/AA-	0.95%	09/01/2016	06/22/2015		3,000,000.00	3,014,040.00	3,007,871.40	99.78	2,993,280.00	8.03	0.55%	9,450.00
Municipal Bond	AA2/AA-	1.24%	09/01/2016	04/30/2015		2,625,000.00	2,652,615.00	2,638,807.50	100.53	2,638,860.00	8.03	0.45%	10,858.75
FHLB	AAA/AA+	0.50%	09/15/2016	09/15/2015		4,000,000.00	4,000,017.08	4,000,012.09	99.94	3,997,596.00	8.49	0.50%	5,888.89
Municipal Bond	AAA/NA	0.64%	10/01/2016	01/20/2015		2,000,000.00	2,002,920.00	2,001,295.16	100.06	2,001,260.00	9.02	0.55%	3,185.00
Municipal Bond	AAA/AAA	5.00%	10/01/2016	12/12/2012		1,130,000.00	1,318,495.30	1,167,319.08	103.35	1,167,900.20	9.02	0.56%	14,125.00
FFCB	AAA/AA+	0.58%	10/14/2016	01/06/2015		2,000,000.00	1,998,560.00	1,999,359.01	100.01	2,000,212.00	9.44	0.62%	2,481.11
FHLB	AAA/AA+	5.13%	10/19/2016	01/06/2015		2,000,000.00	2,159,029.00	2,071,465.49	103.45	2,069,000.00	9.61	0.64%	20,500.00
Certificate of Deposit		0.60%	11/10/2016	06/10/2015		100,308.96	100,308.96	100,308.96	100.00	100,308.96	10.33	0.60%	336.38
Municipal Bond	AA3/AA-	0.92%	11/15/2016	12/18/2012		710,000.00	710,000.00	710,000.00	100.13	710,923.00	10.49	0.92%	833.74
Municipal Bond	A1/AA-	3.00%	11/15/2016	12/18/2012		395,000.00	431,241.25	403,121.29	102.04	403,065.90	10.49	0.62%	1,514.17
Certificate of Deposit		0.75%	12/01/2016	06/01/2015		247,000.00	247,000.00	247,000.00	100.00	247,000.00	11.02	0.75%	1,081.05
Municipal Bond	AA2/AA-	4.00%	12/01/2016	06/07/2012		1,610,000.00	1,828,058.40	1,654,729.93	103.08	1,659,652.40	11.02	0.91%	5,366.67
Certificate of Deposit		0.50%	12/16/2016	12/17/2015		246,102.50	246,102.50	246,102.50	100.00	246,102.50	11.51	0.50%	47.20
Certificate of Deposit		0.60%	01/13/2017	08/13/2015		147,892.05	147,892.05	147,892.05	100.00	147,892.05	12.43	0.60%	340.35
Municipal Bond	AAA/AAA	1.23%	02/15/2017	06/22/2015		1,375,000.00	1,386,536.25	1,382,869.10	100.14	1,376,870.00	13.51	0.72%	6,409.94
Municipal Bond	AA1/AA+	5.00%	02/15/2017	06/22/2015		470,000.00	503,073.90	492,560.34	104.84	492,752.70	13.51	0.70%	8,877.78
Municipal Bond	AAA/AAA	5.00%	02/15/2017	04/30/2013		2,410,000.00	2,797,046.00	2,524,969.68	104.61	2,521,004.60	13.51	0.70%	45,522.22
Municipal Bond	AA1/AA+	4.00%	02/15/2017	06/25/2015		1,600,000.00	1,683,184.00	1,657,024.64	103.62	1,657,872.00	13.51	0.80%	24,177.78
FHLMC	AAA/AA+	5.00%	02/16/2017	01/15/2014		16,000,000.00	18,018,272.00	16,738,959.52	104.55	16,728,272.00	13.54	0.85%	300,000.00
Municipal Bond	AA1/AA+	3.00%	03/01/2017	12/11/2012		2,375,000.00	2,599,770.00	2,437,136.29	102.78	2,440,953.75	13.97	0.72%	23,750.00
Municipal Bond	NA/AA+	1.44%	03/01/2017	01/10/2014		2,000,000.00	2,020,920.00	2,007,776.54	100.40	2,007,940.00	13.97	1.10%	9,600.00
Municipal Bond	NA/AA	4.50%	03/01/2017	03/01/2013		590,000.00	677,774.30	615,593.33	104.38	615,842.00	13.97	0.72%	8,850.00
Municipal Bond	AA1/AAA	1.00%	03/15/2017	02/04/2014		2,000,000.00	2,003,360.00	2,001,302.56	99.72	1,994,480.00	14.43	0.95%	5,888.89
Municipal Bond	AA1/NA	5.42%	04/01/2017	06/25/2015		1,655,000.00	1,790,362.45	1,750,759.50	105.57	1,747,216.60	14.98	0.75%	22,425.25
Municipal Bond	AA3/NA	3.00%	04/01/2017	06/25/2015		265,000.00	274,253.80	271,546.42	102.26	270,996.95	14.98	1.00%	1,987.50
Municipal Bond	NA/AA-	4.00%	05/01/2017	05/21/2015		665,000.00	705,305.65	692,607.39	104.00	691,613.30	15.97	0.85%	4,433.33
Municipal Bond	NA/AA-	1.21%	05/01/2017	03/26/2015		565,000.00	566,282.55	565,814.34	99.59	562,700.45	15.97	1.10%	1,139.42
Municipal Bond	AA2/AA	5.00%	05/01/2017	02/07/2013		1,225,000.00	1,430,359.00	1,289,773.21	105.62	1,293,881.75	15.97	0.95%	10,208.33
Municipal Bond	AAA/AAA	2.56%	05/01/2017	06/25/2015		1,375,000.00	1,417,253.75	1,405,440.20	101.79	1,399,557.50	15.97	0.88%	5,864.38
Municipal Bond	AA1/AA	5.41%	06/01/2017	02/04/2014		2,630,000.00	3,003,670.40	2,789,572.36	105.22	2,767,207.10	16.98	1.05%	11,856.92
Municipal Bond	NA/AA	1.60%	06/01/2017	11/21/2013		500,000.00	500,000.00	500,000.00	100.19	500,965.00	16.98	1.60%	666.67
Municipal Bond	NA/AAA	0.92%	06/01/2017	04/22/2015		1,500,000.00	1,504,815.00	1,503,234.98	99.54	1,493,025.00	16.98	0.77%	1,155.00
Certificate of Deposit		1.19%	06/27/2017	11/27/2015		244,989.74	244,989.74	244,989.					

**Detail of Security Holdings  
December 31, 2015**

**By Maturity**

Security Description	Moody's/S&P Ratings	Coupon	Maturity Date	Settlement Date	Next Call Date	Par Value	Purchased Value	Adjusted Book Value	Market Price	Market Value	Life (mo)	Yield	Accrued Interest
Municipal Bond	AA2/AA	5.29%	10/01/2017	02/14/2013		5,965,000.00	7,105,090.45	6,396,750.23	106.90	6,376,406.05	20.98	1.05%	78,887.12
Municipal Bond	AAA/AAA	4.00%	11/01/2017	02/04/2014		5,715,000.00	6,303,073.50	6,003,870.66	104.41	5,967,260.10	22.00	1.18%	38,100.00
Municipal Bond	A1/AA-	4.00%	11/15/2017	12/18/2012		500,000.00	577,115.00	529,461.11	105.62	528,115.00	22.46	0.79%	2,555.56
Municipal Bond	AA2/AA	1.10%	12/01/2017	12/20/2013		500,000.00	494,200.00	497,180.44	99.51	497,525.00	22.98	1.40%	457.08
Municipal Bond	AA3/AA-	2.12%	01/15/2018	06/25/2015		2,550,000.00	2,613,265.50	2,600,477.07	101.23	2,581,416.00	24.46	1.13%	24,927.67
Municipal Bond	AA1/NA	4.51%	02/01/2018	02/03/2014		1,810,000.00	2,030,783.80	1,925,461.30	106.36	1,925,097.90	25.02	1.36%	33,997.83
Municipal Bond	AA2/AA+	5.00%	02/01/2018	06/25/2015		665,000.00	732,371.15	718,996.00	108.02	718,346.30	25.02	1.04%	13,854.17
Municipal Bond	AA1/AA+	1.33%	02/01/2018	02/07/2014		8,400,000.00	8,409,744.00	8,405,109.74	100.33	8,427,888.00	25.02	1.30%	46,550.00
Municipal Bond	AA1/AA+	3.10%	02/15/2018	02/04/2014		1,810,000.00	1,933,985.00	1,810,000.00	103.46	1,872,607.90	25.48	1.35%	21,210.79
Municipal Bond	AAA/AAA	5.00%	02/15/2018	04/30/2013		2,525,000.00	3,009,396.00	2,739,826.31	108.32	2,735,105.25	25.48	0.90%	47,694.44
Municipal Bond	AA1/AA	1.41%	02/15/2018	04/09/2015		2,680,000.00	2,680,000.00	2,680,000.00	100.15	2,684,100.40	25.48	1.41%	14,285.59
Municipal Bond	AA1/NA	2.35%	03/01/2018	09/17/2015		435,000.00	448,672.05	447,069.86	102.17	444,456.90	25.93	1.05%	3,407.50
Municipal Bond	AA1/AA+	4.00%	03/01/2018	06/22/2015		420,000.00	452,558.40	446,199.08	106.25	446,229.00	25.93	1.07%	5,600.00
Municipal Bond	AAA/AAA	3.50%	03/01/2018	06/25/2015		1,205,000.00	1,281,903.10	1,267,071.79	104.89	1,263,876.30	25.93	1.08%	14,058.33
Municipal Bond	AA1/AAA	1.35%	03/15/2018	09/17/2015		1,195,000.00	1,199,385.65	1,198,879.61	99.68	1,191,140.15	26.39	1.20%	4,750.12
Municipal Bond	AA1/AAA	1.65%	03/15/2018	02/04/2014		8,000,000.00	8,092,400.00	8,049,588.00	100.24	8,018,800.00	26.39	1.36%	38,866.67
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		500,000.00	556,895.00	531,375.11	105.92	529,610.00	27.93	1.65%	3,702.50
Municipal Bond	AA2/AA+	4.44%	05/01/2018	02/06/2014		250,000.00	278,447.50	265,687.55	105.92	264,805.00	27.93	1.65%	1,851.25
Municipal Bond	AA1/AA+	1.88%	05/01/2018	06/25/2015		280,000.00	285,633.60	284,610.79	101.57	284,398.80	27.93	1.16%	877.33
Municipal Bond	AAA/AA+	4.02%	05/01/2018	06/25/2015		745,000.00	804,786.25	793,931.69	106.20	791,160.20	27.93	1.15%	4,992.74
Municipal Bond	AA3/AA	5.05%	05/01/2018	06/25/2015		9,000,000.00	9,967,770.00	9,792,065.36	107.94	9,714,510.00	27.93	1.20%	75,750.00
Municipal Bond	AA1/AA	5.51%	06/01/2018	02/03/2014		2,720,000.00	3,177,803.20	2,976,010.28	108.74	2,957,755.20	28.95	1.48%	12,489.33
Municipal Bond	NA/AAA	1.42%	06/01/2018	06/25/2015		2,000,000.00	2,013,380.00	2,011,021.03	100.42	2,008,300.00	28.95	1.18%	2,360.00
Municipal Bond	AAA/AAA	3.70%	06/01/2018	02/12/2014		245,000.00	268,662.10	258,308.05	105.41	258,242.25	28.95	1.38%	755.42
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/12/2014		605,000.00	616,646.25	611,645.64	100.55	608,321.45	29.93	1.65%	6,373.68
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		225,000.00	229,329.00	227,471.78	100.55	226,235.25	29.93	1.65%	2,370.38
Municipal Bond	AA3/AA-	2.11%	07/01/2018	04/29/2015		5,000,000.00	5,086,900.00	5,068,455.31	100.55	5,027,450.00	29.93	1.54%	52,675.00
Municipal Bond	AA3/AA-	2.11%	07/01/2018	02/13/2014		1,970,000.00	2,007,902.80	1,991,641.81	100.55	1,980,815.30	29.93	1.65%	20,753.95
Municipal Bond	AA2/AA-	1.68%	08/01/2018	05/04/2015		450,000.00	456,826.50	455,438.16	100.18	450,801.00	30.95	1.20%	3,148.12
Municipal Bond	AA1/AA+	3.92%	08/01/2018	01/31/2014		2,630,000.00	2,899,785.40	2,785,007.56	105.95	2,786,537.60	30.95	1.55%	42,945.71
Municipal Bond	AA1/AAA	1.92%	08/15/2018	11/07/2013		250,000.00	250,000.00	250,000.00	100.82	252,047.50	31.41	1.92%	1,815.22
Municipal Bond	AAA/AAA	4.03%	08/15/2018	02/03/2014		1,205,000.00	1,336,598.05	1,281,221.85	106.86	1,287,614.80	31.41	1.53%	18,359.11
Municipal Bond	AAA/AAA	3.23%	08/15/2018	01/30/2014		2,500,000.00	2,682,925.00	2,605,694.90	104.39	2,609,750.00	31.41	1.55%	30,458.33
FFCB	AAA/AA+	1.28%	09/06/2018	09/11/2015	03/06/2016	9,000,000.00	9,007,650.00	9,006,871.68	99.36	8,942,499.00	32.13	1.25%	38,400.00
FHLMC	AAA/AA+	1.14%	10/15/2018	10/15/2015	01/15/2016	3,000,000.00	2,999,520.00	2,999,553.72	100.01	3,000,204.00	33.41	1.15%	7,220.00
Municipal Bond	AA2/AA	2.00%	02/01/2019	02/24/2014		10,000,000.00	10,141,400.00	10,088,463.23	100.77	10,077,300.00	36.98	1.70%	83,333.33
Municipal Bond	AA2/AA	4.39%	02/15/2019	02/12/2014		1,550,000.00	1,749,996.50	1,674,874.80	108.04	1,674,573.50	37.44	1.69%	25,700.03
Municipal Bond	AA2/AA	4.67%	03/01/2019	09/17/2015		500,000.00	547,930.00	543,939.00	107.94	539,685.00	37.90	1.80%	7,790.00
Municipal Bond	AA2/AA	2.20%	04/01/2019	09/17/2015		450,000.00	461,596.50	460,654.06	101.76	457,933.50	38.92	1.45%	2,475.00
Municipal Bond	AA2/AA	1.80%	07/01/2019	09/17/2015		5,000,000.00	5,035,800.00	5,033,082.00	100.07	5,003,350.00	41.90	1.60%	44,900.00
Municipal Bond	NA/AA	4.45%	08/15/2019	09/17/2015		625,000.00	694,093.75	689,013.33	109.34	683,362.50	43.38	1.53%	10,502.22
Municipal Bond	NA/AAA	3.36%	08/15/2019	09/17/2015		500,000.00	531,235.00	528,938.31	104.86	524,285.00	43.38	1.70%	6,342.89
FNMA	AAA/AA+	1.55%	10/29/2019	10/27/2015	01/29/2016	9,000,000.00	9,005,850.00	9,005,590.09	99.14	8,922,618.00	45.84	1.53%	24,025.00
<b>TOTAL</b>						<b>458,727,810.25</b>	<b>477,109,503.33</b>	<b>465,708,763.61</b>		<b>465,117,351.32</b>	<b>11.74</b>	<b>0.75%</b>	<b>3,163,675.84</b>

(1) (2)

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

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

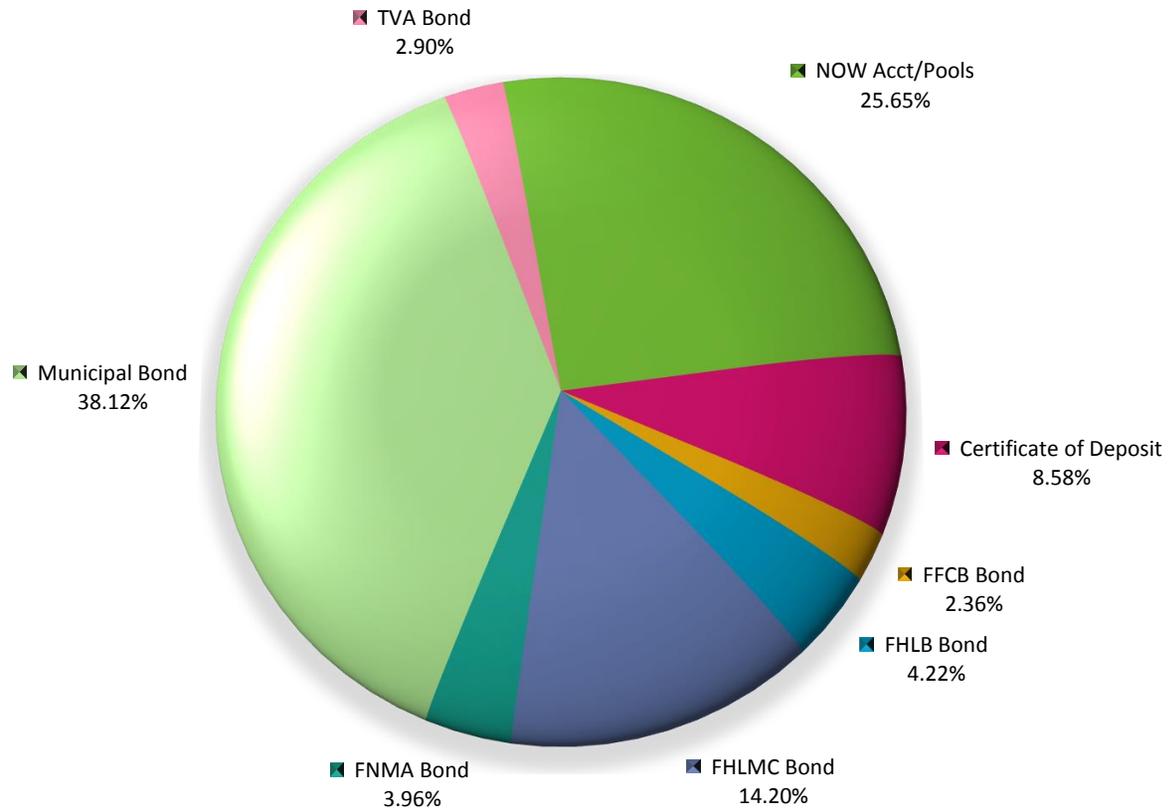
**\*Standard and Poor's Ratings Definitions:**

- AAA-** capacity to meet its financial commitment on the obligation is extremely strong
- AA-** capacity to meet its financial commitment on the obligation is very strong
- A-** somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions, but still strong (may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories)

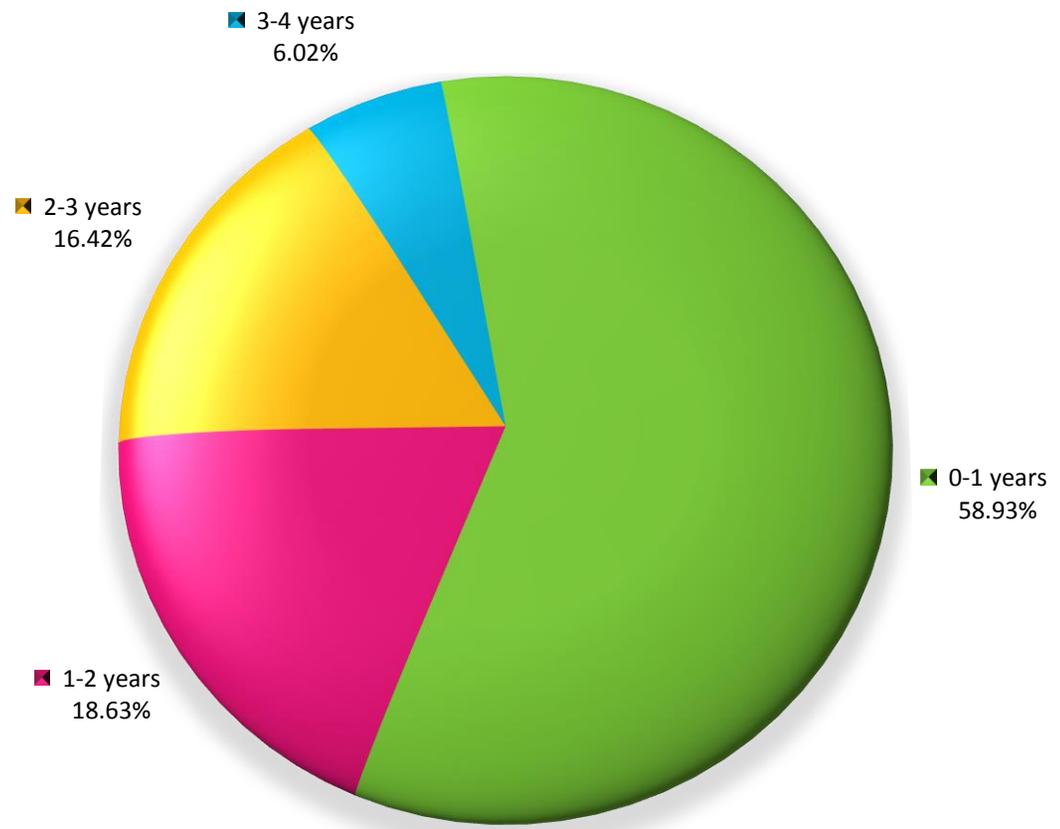
**Moody's Ratings Definitions:**

- AAA-** obligations rated Aaa are judged to be of the highest quality, subject to the lowest level of credit risk
- AA-** obligations rated Aa are judged to be of high quality and are subject to very low credit risk
- A-** obligations rated A are judged to be upper-medium grade and are subject to low credit risk (the modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category)

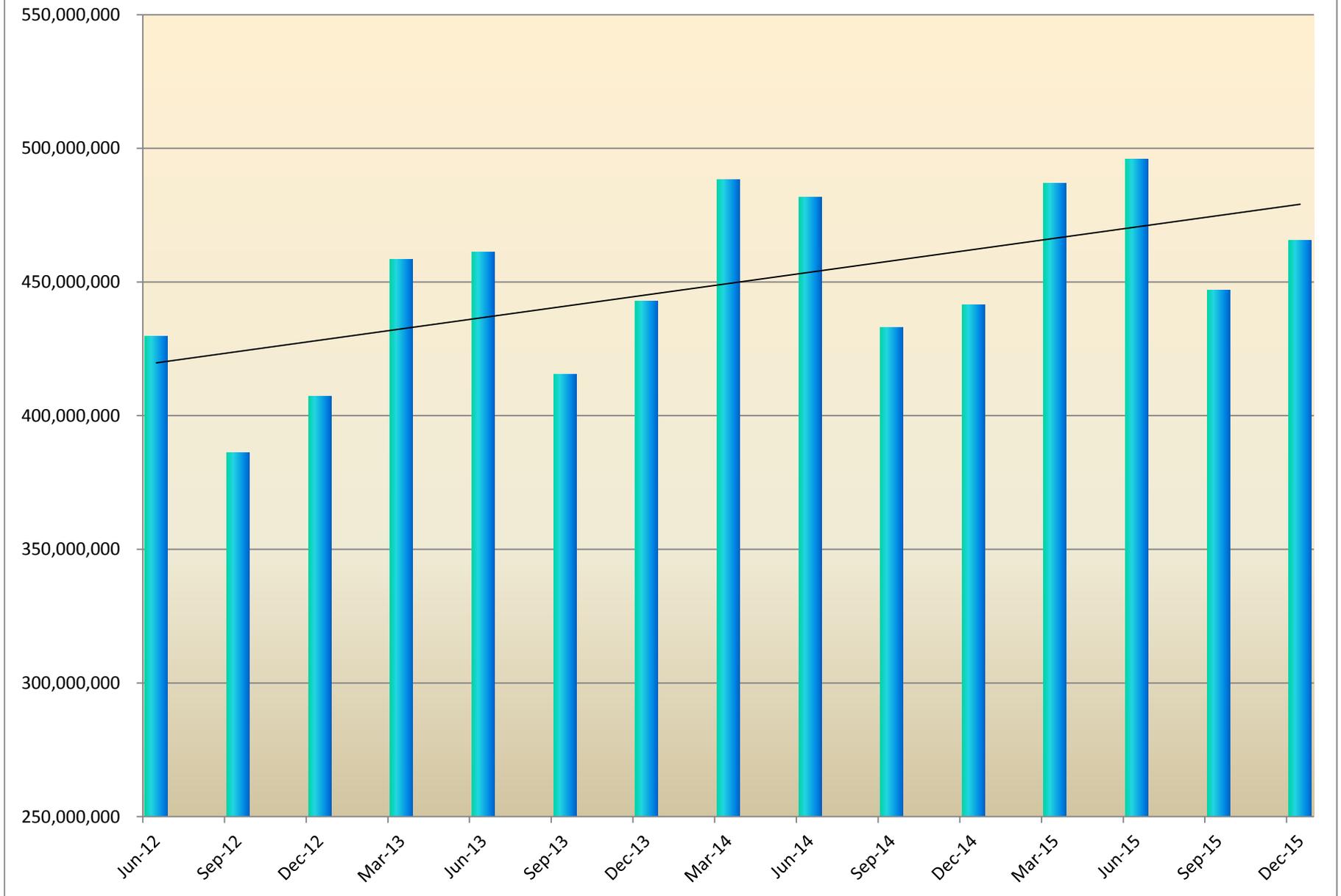
## Portfolio Composition 12/31/15



## Portfolio Maturities 12/31/15



## Quarter End Book Value



## Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	September 30, 2015		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	December 31, 2015	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Frost NOW Account	0.00%	01/01/16	25,707,395.65	25,707,395.65	-	(764,131.25)	24,943,264.40	24,943,264.40
Legacy NOW Account	0.28%	01/01/16	35,079,215.67	35,079,215.67	19,984.87	-	35,099,200.54	35,099,200.54
TexPool	0.19%	01/01/16	7,220,304.51	7,220,304.51	2,390.89	-	7,222,695.40	7,222,695.40
Texas Daily	0.23%	01/01/16	29,170,051.19	29,170,051.19	8,014,541.10	-	37,184,592.29	37,184,592.29
Texas TERM	0.22%	10/16/15	5,000,000.00	5,000,000.00	-	(5,000,000.00)	-	-
Texas TERM	0.42%	02/29/16	-	-	15,000,000.00	-	15,000,000.00	15,000,000.00
Certificate of Deposit	1.25%	11/27/15	245,000.00	245,000.00	-	(245,000.00)	-	-
Certificate of Deposit	0.45%	12/17/15	245,000.00	245,000.00	-	(245,000.00)	-	-
Certificate of Deposit	0.25%	01/13/16	5,190,858.10	5,190,858.10	-	-	5,190,858.10	5,190,858.10
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	-	10,202,037.58	10,202,037.58
Certificate of Deposit	0.56%	02/29/16	20,273,838.66	20,273,838.66	-	-	20,273,838.66	20,273,838.66
Certificate of Deposit	0.50%	03/10/16	3,061,376.48	3,061,376.48	-	-	3,061,376.48	3,061,376.48
Certificate of Deposit	0.45%	03/11/16	246,653.55	246,653.55	-	-	246,653.55	246,653.55
Certificate of Deposit	0.60%	11/10/16	100,308.96	100,308.96	-	-	100,308.96	100,308.96
Certificate of Deposit	0.75%	12/01/16	247,000.00	247,000.00	-	-	247,000.00	247,000.00
Certificate of Deposit	0.50%	12/16/16	-	-	246,102.50	-	246,102.50	246,102.50
Certificate of Deposit	0.60%	01/13/17	147,892.05	147,892.05	-	-	147,892.05	147,892.05
Certificate of Deposit	1.19%	06/27/17	-	-	244,989.74	-	244,989.74	244,989.74
FFCB Bond	0.62%	10/14/16	2,000,000.00	1,999,154.25	204.76	-	2,000,000.00	1,999,359.01
FFCB Bond	1.25%	09/06/18	9,000,000.00	9,007,516.77	-	(645.09)	9,000,000.00	9,006,871.68
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,590,615.05	-	(452.68)	7,590,000.00	7,590,162.37
FHLB Bond	0.56%	06/27/16	6,000,000.00	5,998,539.84	495.70	-	6,000,000.00	5,999,035.54
FHLB Bond	0.50%	09/15/16	4,000,000.00	4,000,016.38	-	(4.29)	4,000,000.00	4,000,012.09
FHLB Bond	0.64%	10/19/16	2,000,000.00	2,093,905.16	-	(22,439.67)	2,000,000.00	2,071,465.49
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,214,639.93	-	(67,626.28)	6,000,000.00	6,147,013.65
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,374,548.71	-	(104,419.64)	30,000,000.00	30,270,129.07
FHLMC Bond	0.85%	02/16/17	16,000,000.00	16,903,570.36	-	(164,610.84)	16,000,000.00	16,738,959.52
FHLMC Bond	0.98%	09/08/17	10,000,000.00	10,004,772.12	-	(619.24)	10,000,000.00	10,004,152.88
FHLMC Bond	1.15%	04/27/18	3,500,000.00	3,499,623.74	-	(3,499,623.74)	-	-
FHLMC Bond	1.15%	10/15/18	-	-	2,999,553.72	-	3,000,000.00	2,999,553.72
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,427,459.94	-	(10,853.48)	3,410,000.00	3,416,606.46
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,037,246.46	-	(19,469.74)	6,000,000.00	6,017,776.72
FNMA Bond	1.53%	10/29/19	-	-	9,005,590.09	-	9,000,000.00	9,005,590.09
Municipal Bond	0.67%	11/15/15	3,435,000.00	3,435,000.00	-	(3,435,000.00)	-	-
Municipal Bond	0.51%	11/15/15	1,190,000.00	1,197,415.76	-	(1,197,415.76)	-	-
Municipal Bond	0.76%	12/01/15	1,000,000.00	1,005,418.18	-	(1,005,418.18)	-	-
Municipal Bond	0.56%	01/15/16	1,110,000.00	1,116,250.37	-	(5,374.15)	1,110,000.00	1,110,876.22
Municipal Bond	0.55%	02/01/16	4,970,000.00	4,994,223.30	-	(17,972.12)	4,970,000.00	4,976,251.18
Municipal Bond	0.54%	02/15/16	1,400,000.00	1,418,141.87	-	(12,094.58)	1,400,000.00	1,406,047.29
Municipal Bond	0.52%	02/15/16	715,000.00	726,983.30	-	(7,988.87)	715,000.00	718,994.43
Municipal Bond	0.56%	02/15/16	1,000,000.00	1,016,598.07	-	(11,065.38)	1,000,000.00	1,005,532.69
Municipal Bond	0.58%	03/01/16	320,000.00	324,559.68	-	(2,741.77)	320,000.00	321,817.91
Municipal Bond	0.58%	03/01/16	930,000.00	943,251.55	-	(7,968.25)	930,000.00	935,283.30
Municipal Bond	0.65%	03/01/16	2,500,000.00	2,503,620.15	-	(2,176.82)	2,500,000.00	2,501,443.33
Municipal Bond	0.40%	04/01/16	3,000,000.00	3,001,479.89	-	(739.94)	3,000,000.00	3,000,739.95
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,023,763.24	-	(11,041.50)	1,000,000.00	1,012,721.74
Municipal Bond	0.41%	05/01/16	1,255,000.00	1,294,830.41	-	(17,123.35)	1,255,000.00	1,277,707.06
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,328,087.74	-	(44,318.09)	5,225,000.00	5,283,769.65
Municipal Bond	0.40%	05/01/16	695,000.00	712,995.85	-	(7,736.53)	695,000.00	705,259.32
Municipal Bond	0.45%	05/01/16	500,000.00	502,035.35	-	(875.01)	500,000.00	501,160.34
Municipal Bond	0.43%	06/01/16	430,000.00	437,365.34	-	(2,765.76)	430,000.00	434,599.58
Municipal Bond	0.42%	06/01/16	650,000.00	668,759.19	-	(7,044.27)	650,000.00	661,714.92
Municipal Bond	1.00%	06/01/16	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,640,306.28	-	(46,938.83)	4,500,000.00	4,593,367.45
Municipal Bond	0.77%	08/01/16	1,875,000.00	1,943,446.01	-	(20,578.54)	1,875,000.00	1,922,867.47
Municipal Bond	0.55%	08/01/16	445,000.00	452,692.11	-	(2,312.66)	445,000.00	450,379.45
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,028,528.58	-	(8,577.22)	1,000,000.00	1,019,951.36
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,268,133.79	-	(18,150.96)	2,205,000.00	2,249,982.83
Municipal Bond	0.55%	09/01/16	3,000,000.00	3,010,827.19	-	(2,955.79)	3,000,000.00	3,007,871.40
Municipal Bond	0.45%	09/01/16	2,625,000.00	2,643,992.36	-	(5,184.86)	2,625,000.00	2,638,807.50
Municipal Bond	0.55%	10/01/16	2,000,000.00	2,001,728.45	-	(433.29)	2,000,000.00	2,001,295.16
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,179,804.01	-	(12,484.93)	1,130,000.00	1,167,319.08
Municipal Bond	0.62%	11/15/16	395,000.00	405,456.16	-	(2,334.87)	395,000.00	403,121.29
Municipal Bond	0.92%	11/15/16	710,000.00	710,000.00	-	-	710,000.00	710,000.00
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,666,977.41	-	(12,247.48)	1,610,000.00	1,654,729.93
Municipal Bond	0.80%	02/15/17	1,600,000.00	1,669,758.30	-	(12,733.66)	1,600,000.00	1,657,024.64
Municipal Bond	0.72%	02/15/17	1,375,000.00	1,384,626.27	-	(1,757.17)	1,375,000.00	1,382,869.10
Municipal Bond	0.70%	02/15/17	470,000.00	497,598.09	-	(5,037.75)	470,000.00	492,560.34

## Adjusted Book Value Comparison

Security Description	Yield	Maturity Date	September 30, 2015		Purchase/ Adjustment	(Maturity/Call/ Sale/Adjustment)	December 31, 2015	
			Par Value	Adjusted Book Value			Par Value	Adjusted Book Value
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,550,642.53	-	(25,672.85)	2,410,000.00	2,524,969.68
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,450,555.39	-	(13,419.10)	2,375,000.00	2,437,136.29
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,009,455.99	-	(1,679.45)	2,000,000.00	2,007,776.54
Municipal Bond	0.72%	03/01/17	590,000.00	621,120.53	-	(5,527.20)	590,000.00	615,593.33
Municipal Bond	0.95%	03/15/17	2,000,000.00	2,001,574.91	-	(272.35)	2,000,000.00	2,001,302.56
Municipal Bond	0.75%	04/01/17	1,655,000.00	1,770,037.13	-	(19,277.63)	1,655,000.00	1,750,759.50
Municipal Bond	1.00%	04/01/17	265,000.00	272,864.30	-	(1,317.88)	265,000.00	271,546.42
Municipal Bond	0.85%	05/01/17	665,000.00	697,822.74	-	(5,215.35)	665,000.00	692,607.39
Municipal Bond	1.10%	05/01/17	565,000.00	565,968.18	-	(153.84)	565,000.00	565,814.34
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,302,009.62	-	(12,236.41)	1,225,000.00	1,289,773.21
Municipal Bond	0.88%	05/01/17	1,375,000.00	1,411,190.71	-	(5,750.51)	1,375,000.00	1,405,440.20
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,817,913.39	-	(28,341.03)	2,630,000.00	2,789,572.36
Municipal Bond	1.60%	06/01/17	500,000.00	500,000.00	-	-	500,000.00	500,000.00
Municipal Bond	0.77%	06/01/17	1,500,000.00	1,503,809.53	-	(574.55)	1,500,000.00	1,503,234.98
Municipal Bond	0.86%	08/01/17	1,295,000.00	1,295,000.00	-	-	1,295,000.00	1,295,000.00
Municipal Bond	1.05%	08/01/17	325,000.00	339,688.79	-	(2,013.96)	325,000.00	337,674.83
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,527,939.96	-	(31,938.12)	5,295,000.00	5,496,001.84
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,400,818.48	-	(13,540.58)	1,300,000.00	1,387,277.90
Municipal Bond	1.47%	08/15/17	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,458,814.33	-	(62,064.10)	5,965,000.00	6,396,750.23
Municipal Bond	1.18%	11/01/17	5,715,000.00	6,043,477.36	-	(39,606.70)	5,715,000.00	6,003,870.66
Municipal Bond	0.79%	11/15/17	500,000.00	533,417.93	-	(3,956.82)	500,000.00	529,461.11
Municipal Bond	1.40%	12/01/17	500,000.00	496,810.40	370.04	-	500,000.00	497,180.44
Municipal Bond	1.13%	01/15/18	2,550,000.00	2,606,702.13	-	(6,225.06)	2,550,000.00	2,600,477.07
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,939,383.24	-	(13,921.94)	1,810,000.00	1,925,461.30
Municipal Bond	1.04%	02/01/18	665,000.00	725,506.65	-	(6,510.65)	665,000.00	718,996.00
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,405,725.86	-	(616.12)	8,400,000.00	8,405,109.74
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,810,000.00	-	-	1,810,000.00	1,810,000.00
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,765,262.63	-	(25,436.32)	2,525,000.00	2,739,826.31
Municipal Bond	1.41%	02/15/18	2,680,000.00	2,680,000.00	-	-	2,680,000.00	2,680,000.00
Municipal Bond	1.05%	03/01/18	435,000.00	448,473.68	-	(1,403.82)	435,000.00	447,069.86
Municipal Bond	1.07%	03/01/18	420,000.00	449,246.25	-	(3,047.17)	420,000.00	446,199.08
Municipal Bond	1.08%	03/01/18	1,205,000.00	1,274,291.26	-	(7,219.47)	1,205,000.00	1,267,071.79
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,055,255.20	-	(5,667.20)	8,000,000.00	8,049,588.00
Municipal Bond	1.20%	03/15/18	1,195,000.00	1,199,323.00	-	(443.39)	1,195,000.00	1,198,879.61
Municipal Bond	1.65%	05/01/18	500,000.00	534,763.03	-	(3,387.92)	500,000.00	531,375.11
Municipal Bond	1.65%	05/01/18	250,000.00	267,381.51	-	(1,693.96)	250,000.00	265,687.55
Municipal Bond	1.16%	05/01/18	280,000.00	285,108.66	-	(497.87)	280,000.00	284,610.79
Municipal Bond	1.15%	05/01/18	745,000.00	799,215.39	-	(5,283.70)	745,000.00	793,931.69
Municipal Bond	1.20%	05/01/18	9,000,000.00	9,877,593.55	-	(85,528.19)	9,000,000.00	9,792,065.36
Municipal Bond	1.48%	06/01/18	2,720,000.00	3,002,684.05	-	(26,673.77)	2,720,000.00	2,976,010.28
Municipal Bond	1.18%	06/01/18	2,000,000.00	2,012,169.31	-	(1,148.28)	2,000,000.00	2,011,021.03
Municipal Bond	1.38%	06/01/18	245,000.00	259,694.62	-	(1,386.57)	245,000.00	258,308.05
Municipal Bond	1.65%	07/01/18	225,000.00	227,720.85	-	(249.07)	225,000.00	227,471.78
Municipal Bond	1.65%	07/01/18	605,000.00	612,315.30	-	(669.66)	605,000.00	611,645.64
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,993,822.59	-	(2,180.78)	1,970,000.00	1,991,641.81
Municipal Bond	1.54%	07/01/18	5,000,000.00	5,075,353.32	-	(6,898.01)	5,000,000.00	5,068,455.31
Municipal Bond	1.20%	08/01/18	450,000.00	455,968.15	-	(529.99)	450,000.00	455,438.16
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,800,114.23	-	(15,106.67)	2,630,000.00	2,785,007.56
Municipal Bond	1.92%	08/15/18	250,000.00	250,000.00	-	-	250,000.00	250,000.00
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,288,541.69	-	(7,319.84)	1,205,000.00	1,281,221.85
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,615,845.14	-	(10,150.24)	2,500,000.00	2,605,694.90
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,095,678.31	-	(7,215.08)	10,000,000.00	10,088,463.23
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,684,934.76	-	(10,059.96)	1,550,000.00	1,674,874.80
Municipal Bond	1.80%	03/01/19	500,000.00	547,435.88	-	(3,496.88)	500,000.00	543,939.00
Municipal Bond	1.45%	04/01/19	450,000.00	461,479.82	-	(825.76)	450,000.00	460,654.06
Municipal Bond	1.60%	07/01/19	5,000,000.00	5,035,463.48	-	(2,381.48)	5,000,000.00	5,033,082.00
Municipal Bond	1.53%	08/15/19	625,000.00	693,464.75	-	(4,451.42)	625,000.00	689,013.33
Municipal Bond	1.70%	08/15/19	500,000.00	530,950.65	-	(2,012.34)	500,000.00	528,938.31
TVA Bond	0.86%	07/18/17	12,632,000.00	13,675,321.80	-	(146,096.81)	12,632,000.00	13,529,224.99
<b>TOTAL</b>			<b>\$ 438,578,932.40</b>	<b>\$ 446,956,318.30</b>	<b>\$ 35,534,223.41</b>	<b>\$ (16,781,778.10)</b>	<b>\$ 458,727,810.25</b>	<b>\$ 465,708,763.61</b>

## Market Value Comparison

Security Description	Yield	Maturity Date	September 30, 2015			December 31, 2015	
			Par Value	Market Value	Qtr to Qtr Change (1)	Par Value	Market Value
Frost NOW Account	0.00%	01/01/16	25,707,395.65	25,707,395.65	(764,131.25)	24,943,264.40	24,943,264.40
Legacy NOW Account	0.28%	01/01/16	35,079,215.67	35,079,215.67	19,984.87	35,099,200.54	35,099,200.54
TexPool	0.19%	01/01/16	7,220,304.51	7,220,304.51	2,390.89	7,222,695.40	7,222,695.40
Texas Daily	0.23%	01/01/16	29,170,051.19	29,170,051.19	8,014,541.10	37,184,592.29	37,184,592.29
Texas TERM	0.22%	10/16/15	5,000,000.00	5,000,000.00	(5,000,000.00)	-	-
Texas TERM	0.42%	02/29/16	-	-	15,000,000.00	15,000,000.00	15,000,000.00
Certificate of Deposit	1.25%	11/27/15	245,000.00	245,000.00	(245,000.00)	-	-
Certificate of Deposit	0.45%	12/17/15	245,000.00	245,000.00	(245,000.00)	-	-
Certificate of Deposit	0.25%	01/13/16	5,190,858.10	5,190,858.10	-	5,190,858.10	5,190,858.10
Certificate of Deposit	0.55%	01/30/16	10,202,037.58	10,202,037.58	-	10,202,037.58	10,202,037.58
Certificate of Deposit	0.56%	02/29/16	20,273,838.66	20,273,838.66	-	20,273,838.66	20,273,838.66
Certificate of Deposit	0.50%	03/10/16	3,061,376.48	3,061,376.48	-	3,061,376.48	3,061,376.48
Certificate of Deposit	0.45%	03/11/16	246,653.55	246,653.55	-	246,653.55	246,653.55
Certificate of Deposit	0.60%	11/10/16	100,308.96	100,308.96	-	100,308.96	100,308.96
Certificate of Deposit	0.75%	12/01/16	247,000.00	247,000.00	-	247,000.00	247,000.00
Certificate of Deposit	0.50%	12/16/16	-	-	246,102.50	246,102.50	246,102.50
Certificate of Deposit	0.60%	01/13/17	147,892.05	147,892.05	-	147,892.05	147,892.05
Certificate of Deposit	1.19%	06/27/17	-	-	244,989.74	244,989.74	244,989.74
FFCB Bond	0.62%	10/14/16	2,000,000.00	2,004,134.00	(3,922.00)	2,000,000.00	2,000,212.00
FFCB Bond	1.25%	09/06/18	9,000,000.00	9,035,568.00	(93,069.00)	9,000,000.00	8,942,499.00
FHLB Bond	0.68%	02/02/16	7,590,000.00	7,605,476.01	(12,265.44)	7,590,000.00	7,593,210.57
FHLB Bond	0.56%	06/27/16	6,000,000.00	6,007,596.00	(8,178.00)	6,000,000.00	5,999,418.00
FHLB Bond	0.50%	09/15/16	4,000,000.00	4,003,812.00	(6,216.00)	4,000,000.00	3,997,596.00
FHLB Bond	0.64%	10/19/16	2,000,000.00	2,097,380.00	(28,380.00)	2,000,000.00	2,069,000.00
FHLMC Bond	0.93%	07/18/16	6,000,000.00	6,243,132.00	(88,524.00)	6,000,000.00	6,154,608.00
FHLMC Bond	0.60%	08/25/16	30,000,000.00	30,428,010.00	(186,570.00)	30,000,000.00	30,241,440.00
FHLMC Bond	0.85%	02/16/17	16,000,000.00	16,976,960.00	(248,688.00)	16,000,000.00	16,728,272.00
FHLMC Bond	0.98%	09/08/17	10,000,000.00	10,013,780.00	(53,000.00)	10,000,000.00	9,960,780.00
FHLMC Bond	1.15%	04/27/18	3,500,000.00	3,498,677.00	(3,498,677.00)	-	-
FHLMC Bond	1.15%	10/15/18	-	-	3,000,204.00	3,000,000.00	3,000,204.00
FNMA Bond	0.72%	02/25/16	3,410,000.00	3,435,220.36	(15,982.67)	3,410,000.00	3,419,237.69
FNMA Bond	0.89%	03/24/16	6,000,000.00	6,058,764.00	(32,256.00)	6,000,000.00	6,026,508.00
FNMA Bond	1.53%	10/29/18	-	-	8,922,618.00	9,000,000.00	8,922,618.00
Municipal Bond	0.67%	11/15/15	3,435,000.00	3,435,824.40	(3,435,824.40)	-	-
Municipal Bond	0.51%	11/15/15	1,190,000.00	1,197,699.30	(1,197,699.30)	-	-
Municipal Bond	0.76%	12/01/15	1,000,000.00	1,006,140.00	(1,006,140.00)	-	-
Municipal Bond	0.56%	01/15/16	1,110,000.00	1,117,370.40	(6,704.40)	1,110,000.00	1,110,666.00
Municipal Bond	0.55%	02/01/16	4,970,000.00	5,000,267.30	(23,408.70)	4,970,000.00	4,976,858.60
Municipal Bond	0.54%	02/15/16	1,400,000.00	1,419,600.00	(13,566.00)	1,400,000.00	1,406,034.00
Municipal Bond	0.52%	02/15/16	715,000.00	727,591.15	(8,687.25)	715,000.00	718,903.90
Municipal Bond	0.56%	02/15/16	1,000,000.00	1,017,610.00	(12,180.00)	1,000,000.00	1,005,430.00
Municipal Bond	0.58%	03/01/16	320,000.00	325,017.60	(3,171.20)	320,000.00	321,846.40
Municipal Bond	0.58%	03/01/16	930,000.00	943,047.90	(8,314.20)	930,000.00	934,733.70
Municipal Bond	0.65%	03/01/16	2,500,000.00	2,507,775.00	(4,950.00)	2,500,000.00	2,502,825.00
Municipal Bond	0.40%	04/01/16	3,000,000.00	3,004,080.00	(5,280.00)	3,000,000.00	2,998,800.00
Municipal Bond	0.57%	04/15/16	1,000,000.00	1,025,470.00	(12,310.00)	1,000,000.00	1,013,160.00
Municipal Bond	0.41%	05/01/16	1,255,000.00	1,287,454.30	(14,909.40)	1,255,000.00	1,272,544.90
Municipal Bond	0.60%	05/01/16	5,225,000.00	5,335,456.50	(50,473.50)	5,225,000.00	5,284,983.00
Municipal Bond	0.40%	05/01/16	695,000.00	713,500.90	(8,444.25)	695,000.00	705,056.65
Municipal Bond	0.45%	05/01/16	500,000.00	502,080.00	(1,110.00)	500,000.00	500,970.00
Municipal Bond	0.43%	06/01/16	430,000.00	437,881.90	(3,194.90)	430,000.00	434,687.00
Municipal Bond	0.42%	06/01/16	650,000.00	668,661.50	(7,832.50)	650,000.00	660,829.00
Municipal Bond	1.00%	06/01/16	250,000.00	250,552.50	(335.00)	250,000.00	250,217.50
Municipal Bond	0.80%	07/01/16	4,500,000.00	4,654,935.00	(55,395.00)	4,500,000.00	4,599,540.00
Municipal Bond	0.77%	08/01/16	1,875,000.00	1,946,212.50	(24,656.25)	1,875,000.00	1,921,556.25
Municipal Bond	0.55%	08/01/16	445,000.00	452,800.85	(2,701.15)	445,000.00	450,099.70
Municipal Bond	0.56%	08/01/16	1,000,000.00	1,031,070.00	(10,260.00)	1,000,000.00	1,020,810.00
Municipal Bond	0.69%	08/15/16	2,205,000.00	2,274,281.10	(22,138.20)	2,205,000.00	2,252,142.90
Municipal Bond	0.55%	09/01/16	3,000,000.00	2,999,580.00	(6,300.00)	3,000,000.00	2,993,280.00
Municipal Bond	0.45%	09/01/16	2,625,000.00	2,647,076.25	(8,216.25)	2,625,000.00	2,638,860.00
Municipal Bond	0.55%	10/01/16	2,000,000.00	2,004,860.00	(3,600.00)	2,000,000.00	2,001,260.00
Municipal Bond	0.56%	10/01/16	1,130,000.00	1,182,861.40	(14,961.20)	1,130,000.00	1,167,900.20
Municipal Bond	0.62%	11/15/16	395,000.00	406,150.85	(3,084.95)	395,000.00	403,065.90
Municipal Bond	0.92%	11/15/16	710,000.00	712,137.10	(1,214.10)	710,000.00	710,923.00
Municipal Bond	0.91%	12/01/16	1,610,000.00	1,676,943.80	(17,291.40)	1,610,000.00	1,659,652.40
Municipal Bond	0.80%	02/15/17	1,600,000.00	1,673,648.00	(15,776.00)	1,600,000.00	1,657,872.00
Municipal Bond	0.72%	02/15/17	1,375,000.00	1,384,185.00	(7,315.00)	1,375,000.00	1,376,870.00
Municipal Bond	0.70%	02/15/17	470,000.00	499,116.50	(6,363.80)	470,000.00	492,752.70

## Market Value Comparison

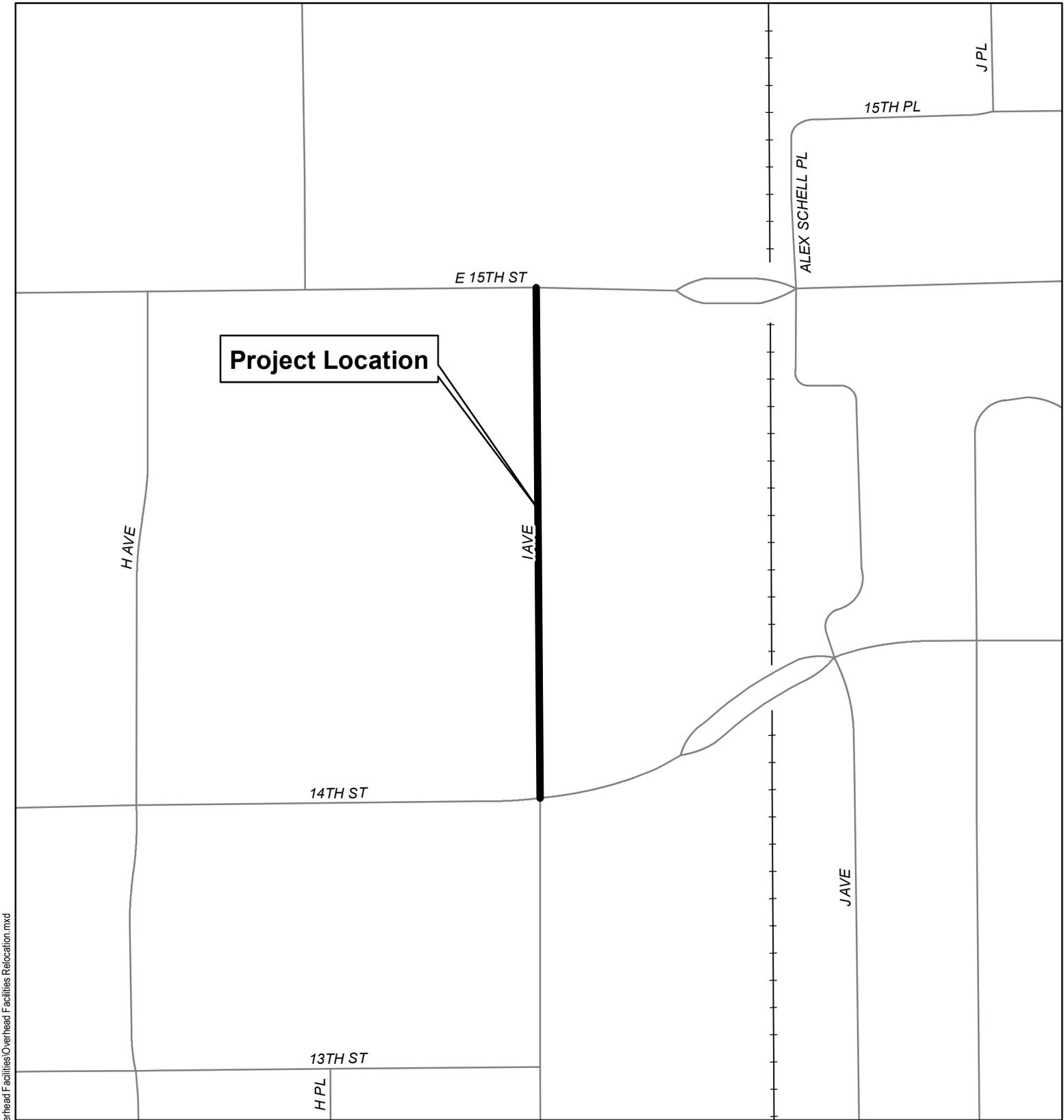
Security Description	Yield	Maturity Date	September 30, 2015			December 31, 2015	
			Par Value	Market Value	Qtr to Qtr Change (1)	Par Value	Market Value
Municipal Bond	0.70%	02/15/17	2,410,000.00	2,548,382.20	(27,377.60)	2,410,000.00	2,521,004.60
Municipal Bond	0.72%	03/01/17	2,375,000.00	2,458,742.50	(17,788.75)	2,375,000.00	2,440,953.75
Municipal Bond	1.10%	03/01/17	2,000,000.00	2,016,680.00	(8,740.00)	2,000,000.00	2,007,940.00
Municipal Bond	0.72%	03/01/17	590,000.00	622,332.00	(6,490.00)	590,000.00	615,842.00
Municipal Bond	0.95%	03/15/17	2,000,000.00	2,000,540.00	(6,060.00)	2,000,000.00	1,994,480.00
Municipal Bond	0.75%	04/01/17	1,655,000.00	1,772,372.60	(25,156.00)	1,655,000.00	1,747,216.60
Municipal Bond	1.00%	04/01/17	265,000.00	273,238.85	(2,241.90)	265,000.00	270,996.95
Municipal Bond	0.85%	05/01/17	665,000.00	698,502.70	(6,889.40)	665,000.00	691,613.30
Municipal Bond	1.10%	05/01/17	565,000.00	564,457.60	(1,757.15)	565,000.00	562,700.45
Municipal Bond	0.95%	05/01/17	1,225,000.00	1,310,419.25	(16,537.50)	1,225,000.00	1,293,881.75
Municipal Bond	0.88%	05/01/17	1,375,000.00	1,409,650.00	(10,092.50)	1,375,000.00	1,399,557.50
Municipal Bond	1.05%	06/01/17	2,630,000.00	2,803,658.90	(36,451.80)	2,630,000.00	2,767,207.10
Municipal Bond	1.60%	06/01/17	500,000.00	504,170.00	(3,205.00)	500,000.00	500,965.00
Municipal Bond	0.77%	06/01/17	1,500,000.00	1,497,915.00	(4,890.00)	1,500,000.00	1,493,025.00
Municipal Bond	0.86%	08/01/17	1,295,000.00	1,296,800.05	(5,076.40)	1,295,000.00	1,291,723.65
Municipal Bond	1.05%	08/01/17	325,000.00	339,521.00	(2,648.75)	325,000.00	336,872.25
Municipal Bond	1.10%	08/01/17	5,295,000.00	5,531,580.60	(43,154.25)	5,295,000.00	5,488,426.35
Municipal Bond	0.95%	08/15/17	1,300,000.00	1,403,701.00	(21,970.00)	1,300,000.00	1,381,731.00
Municipal Bond	1.47%	08/15/17	250,000.00	252,170.00	(1,767.50)	250,000.00	250,402.50
Municipal Bond	1.05%	10/01/17	5,965,000.00	6,452,280.85	(75,874.80)	5,965,000.00	6,376,406.05
Municipal Bond	1.18%	11/01/17	5,715,000.00	6,034,239.90	(66,979.80)	5,715,000.00	5,967,260.10
Municipal Bond	0.79%	11/15/17	500,000.00	532,230.00	(4,115.00)	500,000.00	528,115.00
Municipal Bond	1.40%	12/01/17	500,000.00	499,850.00	(2,325.00)	500,000.00	497,525.00
Municipal Bond	1.13%	01/15/18	2,550,000.00	2,607,171.00	(25,755.00)	2,550,000.00	2,581,416.00
Municipal Bond	1.36%	02/01/18	1,810,000.00	1,962,492.50	(37,394.60)	1,810,000.00	1,925,097.90
Municipal Bond	1.04%	02/01/18	665,000.00	727,510.00	(9,163.70)	665,000.00	718,346.30
Municipal Bond	1.30%	02/01/18	8,400,000.00	8,493,072.00	(65,184.00)	8,400,000.00	8,427,888.00
Municipal Bond	1.35%	02/15/18	1,810,000.00	1,895,214.80	(22,606.90)	1,810,000.00	1,872,607.90
Municipal Bond	0.90%	02/15/18	2,525,000.00	2,763,713.50	(28,608.25)	2,525,000.00	2,735,105.25
Municipal Bond	1.41%	02/15/18	2,680,000.00	2,704,575.60	(20,475.20)	2,680,000.00	2,684,100.40
Municipal Bond	1.05%	03/01/18	435,000.00	448,902.60	(4,445.70)	435,000.00	444,456.90
Municipal Bond	1.07%	03/01/18	420,000.00	450,546.60	(4,317.60)	420,000.00	446,229.00
Municipal Bond	1.08%	03/01/18	1,205,000.00	1,280,155.85	(16,279.55)	1,205,000.00	1,263,876.30
Municipal Bond	1.36%	03/15/18	8,000,000.00	8,096,720.00	(77,920.00)	8,000,000.00	8,018,800.00
Municipal Bond	1.20%	03/15/18	1,195,000.00	1,199,815.85	(8,675.70)	1,195,000.00	1,191,140.15
Municipal Bond	1.65%	05/01/18	500,000.00	537,210.00	(7,600.00)	500,000.00	529,610.00
Municipal Bond	1.65%	05/01/18	250,000.00	268,605.00	(3,800.00)	250,000.00	264,805.00
Municipal Bond	1.16%	05/01/18	280,000.00	287,170.80	(2,772.00)	280,000.00	284,398.80
Municipal Bond	1.15%	05/01/18	745,000.00	803,586.80	(12,426.60)	745,000.00	791,160.20
Municipal Bond	1.20%	05/01/18	9,000,000.00	9,827,460.00	(112,950.00)	9,000,000.00	9,714,510.00
Municipal Bond	1.48%	06/01/18	2,720,000.00	3,007,585.60	(49,830.40)	2,720,000.00	2,957,755.20
Municipal Bond	1.18%	06/01/18	2,000,000.00	2,025,960.00	(17,660.00)	2,000,000.00	2,008,300.00
Municipal Bond	1.38%	06/01/18	245,000.00	261,863.35	(3,621.10)	245,000.00	258,242.25
Municipal Bond	1.65%	07/01/18	225,000.00	227,016.00	(780.75)	225,000.00	226,235.25
Municipal Bond	1.65%	07/01/18	605,000.00	610,420.80	(2,099.35)	605,000.00	608,321.45
Municipal Bond	1.65%	07/01/18	1,970,000.00	1,987,651.20	(6,835.90)	1,970,000.00	1,980,815.30
Municipal Bond	1.54%	07/01/18	5,000,000.00	5,044,800.00	(17,350.00)	5,000,000.00	5,027,450.00
Municipal Bond	1.20%	08/01/18	450,000.00	454,860.00	(4,059.00)	450,000.00	450,801.00
Municipal Bond	1.55%	08/01/18	2,630,000.00	2,827,276.30	(40,738.70)	2,630,000.00	2,786,537.60
Municipal Bond	1.92%	08/15/18	250,000.00	254,917.50	(2,870.00)	250,000.00	252,047.50
Municipal Bond	1.53%	08/15/18	1,205,000.00	1,307,509.35	(19,894.55)	1,205,000.00	1,287,614.80
Municipal Bond	1.55%	08/15/18	2,500,000.00	2,644,700.00	(34,950.00)	2,500,000.00	2,609,750.00
Municipal Bond	1.70%	02/01/19	10,000,000.00	10,161,500.00	(84,200.00)	10,000,000.00	10,077,300.00
Municipal Bond	1.69%	02/15/19	1,550,000.00	1,698,242.00	(23,668.50)	1,550,000.00	1,674,573.50
Municipal Bond	1.80%	03/01/19	500,000.00	547,290.00	(7,605.00)	500,000.00	539,685.00
Municipal Bond	1.45%	04/01/19	450,000.00	462,249.00	(4,315.50)	450,000.00	457,933.50
Municipal Bond	1.60%	07/01/19	5,000,000.00	5,023,250.00	(19,900.00)	5,000,000.00	5,003,350.00
Municipal Bond	1.53%	08/15/19	625,000.00	693,737.50	(10,375.00)	625,000.00	683,362.50
Municipal Bond	1.70%	08/15/19	500,000.00	530,905.00	(6,620.00)	500,000.00	524,285.00
TVA Bond	0.86%	07/18/17	12,632,000.00	13,705,960.01	(233,906.75)	12,632,000.00	13,472,053.26
<b>TOTAL</b>			<b>\$ 438,578,932.40</b>	<b>\$ 447,669,432.28</b>	<b>\$ 17,447,919.04</b>	<b>\$ 458,727,810.25</b>	<b>\$ 465,117,351.32</b>

<b>Book Value Allocation</b>						
	<b>September 30, 2015</b>		<b>December 31, 2015</b>		<b>Previous Quarter Comparison</b>	
	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Book Value Fund Allocation</b>	<b>Book Value Change (%)</b>	<b>Change (\$)</b>
<b>General Fund</b>	12.04%	53,798,660.95	14.88%	69,315,111.23	2.85%	15,516,450.27
<b>Debt Service Fund</b>	0.82%	3,685,637.62	4.42%	20,606,251.52	3.60%	16,920,613.90
<b>Capital Projects Funds</b>	34.29%	153,254,042.93	30.50%	142,042,074.94	-3.79%	(11,211,967.98)
<b>Enterprise Funds</b>	16.96%	75,819,116.30	16.86%	78,530,382.28	-0.10%	2,711,265.98
<b>Special Revenue Funds</b>	19.39%	86,657,498.33	18.63%	86,757,450.73	-0.76%	99,952.40
<b>Internal Service Funds</b>	14.88%	66,515,369.05	13.94%	64,941,762.35	-0.94%	(1,573,606.70)
<b>Fiduciary Funds</b>	1.70%	7,578,647.08	0.83%	3,873,290.15	-0.86%	(3,705,356.93)
<b>115 Trust</b>	-0.08%	(352,653.96)	-0.08%	(357,559.59)	0.00%	(4,905.63)
<b>Totals</b>	<b>100.00%</b>	<b>446,956,318.30</b>	<b>100.00%</b>	<b>465,708,763.61</b>		<b>18,752,445.31</b>

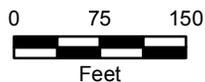
<b>Market Value Allocation</b>						
	<b>September 30, 2015</b>		<b>December 31, 2015</b>		<b>Previous Quarter Comparison</b>	
	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>% Equity in Treasury Pool</b>	<b>Market Value Fund Allocation</b>	<b>Market Value Change (%)</b>	<b>Change (\$)</b>
<b>General Fund</b>	12.04%	53,884,496.13	14.88%	69,227,086.67	2.85%	15,342,590.53
<b>Debt Service Fund</b>	0.82%	3,691,518.01	4.42%	20,580,083.26	3.60%	16,888,565.24
<b>Capital Projects Funds</b>	34.29%	153,498,558.10	30.50%	141,861,693.05	-3.79%	(11,636,865.05)
<b>Enterprise Funds</b>	16.96%	75,940,084.88	16.86%	78,430,655.08	-0.10%	2,490,570.19
<b>Special Revenue Funds</b>	19.39%	86,795,759.43	18.63%	86,647,275.82	-0.76%	(148,483.62)
<b>Internal Service Funds</b>	14.88%	66,621,493.61	13.94%	64,859,291.59	-0.94%	(1,762,202.01)
<b>Fiduciary Funds</b>	1.70%	7,590,738.73	0.83%	3,868,371.39	-0.86%	(3,722,367.34)
<b>115 Trust</b>	-0.08%	(353,216.62)	-0.08%	(357,105.52)	0.00%	(3,888.90)
<b>Totals</b>	<b>100.00%</b>	<b>447,669,432.28</b>	<b>100.00%</b>	<b>465,117,351.32</b>		<b>17,447,919.04</b>

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

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		2/8/2016			
Department:	Engineering				
Department Head	Caleb Thornhill				
Agenda Coordinator (include phone #): Kathleen Schonne X-7198					
<b>CAPTION</b>					
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company LLC, providing for the relocation of existing overhead facilities in the I Avenue right-of-way between 14<sup>th</sup> Street and 15<sup>th</sup> Street to underground; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	<b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	750,000	0	<b>750,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-690,953	0	<b>-690,953</b>
BALANCE		0	59,047	0	<b>59,047</b>
<b>FUND(S): TIF II FUND</b>					
<p><b>COMMENTS:</b> Funding for this item is included in the TIF II Project Plan. Relocation of overhead electric lines, in the amount of \$690,953, will leave a remaining balance of \$59,047 available for future TIF II expenditures.</p> <p>STRATEGIC PLAN GOAL: Relocating overhead utility lines and placing them underground to improve neighborhood aesthetics relates to the City's goals of Exciting Urban Centers - Destination for Residents and Guests and Great Neighborhoods - 1<sup>st</sup> Choice to Live.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The City has been working with Oncor to remove the overhead electrical lines along I Avenue and place them underground in the west right-of-way of I Avenue. Oncor has estimated the cost to be \$690,953 as identified in the attached Discretionary Service Agreement. This resolution authorizes the City Manager to execute the agreement.</p> <p><a href="https://www.google.com/maps/place/I+Ave,+Plano,+TX+75074/@33.0189236,-96.7025887,18.6z/data=!4m2!3m1!1s0x864c191c9f15b5f1:0xd5eac074af946f2a">https://www.google.com/maps/place/I+Ave,+Plano,+TX+75074/@33.0189236,-96.7025887,18.6z/data=!4m2!3m1!1s0x864c191c9f15b5f1:0xd5eac074af946f2a</a></p>					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
Location Map Resolution Discretionary Service Agreement			N/A		

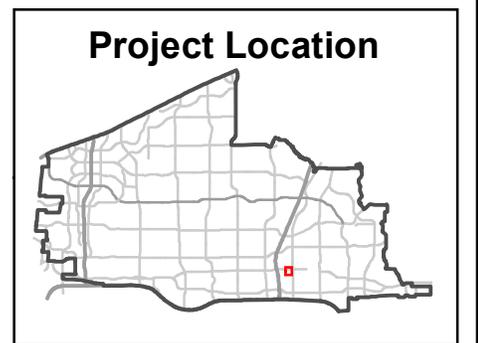


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City of Plano GIS Division  
January, 2016

## Relocation of Overhead Facilities I Avenue between 14th and 15th Streets



**A Resolution of the City of Plano, Texas, approving the terms and conditions of a Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company LLC, providing for the relocation of existing overhead facilities in the I Avenue right-of-way between 14<sup>th</sup> Street and 15<sup>th</sup> Street to underground; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.**

**WHEREAS**, the City Council has been presented a proposed Discretionary Service Agreement by and between the City of Plano and Oncor Electric Delivery Company LLC providing terms and conditions for the relocation of existing overhead electric facilities in the I Avenue right-of-way between 14<sup>th</sup> Street and 15<sup>th</sup> Street to underground, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 8<sup>th</sup> day of February, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

Page 1 of 2

**6.3.5 Discretionary Service Agreement**

WR # 3257835

Transaction ID: \_\_\_\_\_

This Discretionary Service Agreement ("Agreement") is made and entered into this 2nd day of February, 2016, by Oncor Electric Delivery Company LLC ("Oncor Electric Delivery Company" or "Company"), a Delaware limited liability company and distribution utility, and City of Plano ("Customer"), a municipality, each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. **Discretionary Services to be Provided** -- Company agrees to provide, and Customer agrees to pay for, the following discretionary services in accordance with this Agreement.

**DD2- Delivery Systems Facilities Relocation/Removal Charge**

Customer charge in the amount of \$690,953 is for the burial of existing overhead facilities along I Avenue, 14th St. to 15th St. Project involves the installation of a primary riser, 3 phase ug feeder in conduit, 2 switchgears, 2 single phase pad transformers, 3 phase primary ug to existing pad transformers, and ug secondary, and the removal of 3 phase feeder, 4-3 phase primary risers, secondary riser, and 8 poles.

2. **Nature of Service and Company's Retail Delivery Service Tariff** -- Any discretionary services covered by this Agreement will be provided by Company, and accepted by Customer, in accordance with applicable Public Utility Commission of Texas ("PUCT") Substantive Rules and Company's Tariff for Retail Delivery Service (including the Service Regulations contained therein), as it may from time to time be fixed and approved by the PUCT ("Company's Retail Delivery Tariff"). During the term of this Agreement, Company is entitled to discontinue service, interrupt service, or refuse service initiation requests under this Agreement in accordance with applicable PUCT Substantive Rules and Company's Retail Delivery Tariff. Company's Retail Delivery Tariff is part of this Agreement to the same extent as if fully set out herein. Unless otherwise expressly stated in this Agreement, the terms used herein have the meanings ascribed thereto in Company's Retail Delivery Tariff.

3. **Discretionary Service Charges** -- Charges for any discretionary services covered by this Agreement are determined in accordance with Company's Retail Delivery Tariff. Company and Customer agree to comply with PUCT or court orders concerning discretionary service charges.

4. **Term and Termination** -- This Agreement becomes effective upon acceptance by Customer and continues in effect until completion of construction by company. Termination of this Agreement does not relieve Company or Customer of any obligation accrued or accruing prior to termination.

5. **No Other Obligations** -- This Agreement does not obligate Company to provide, or entitle Customer to receive, any service not expressly provided for herein. Customer is responsible for making the arrangements necessary for it to receive any further services that it may desire from Company or any third party.

6. **Governing Law and Regulatory Authority** -- This Agreement was executed in the State of Texas and must in all respects be governed by, interpreted, construed, and enforced in accordance with the laws thereof. This Agreement is subject to all valid, applicable federal, state, and local laws, ordinances, and rules and regulations of duly constituted regulatory authorities having jurisdiction.

7. **Amendment** -- This Agreement may be amended only upon mutual agreement of the Parties, which amendment will not be effective until reduced to writing and executed by the Parties. But changes to applicable PUCT Substantive Rules and Company's Retail Delivery Tariff are applicable to this Agreement upon their effective date and do not require an amendment of this Agreement.

8. **Entirety of Agreement and Prior Agreements Superseded** -- This Agreement, including all attached Exhibits, which are expressly made a part hereof for all purposes, constitutes the entire agreement and understanding between the Parties with regard to the service(s) expressly provided for in this Agreement. The Parties are not bound by or liable for any statement, representation, promise, inducement, understanding, or undertaking of any kind or nature (whether written or oral) with regard to the subject matter hereof not set forth or provided for herein. This Agreement replaces all prior agreements and undertakings, oral or written, between the Parties with regard to the subject matter hereof, including without limitation \_\_\_\_\_, and all such agreements and undertakings are agreed by the Parties to no longer be of any force or effect. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement.

9. **Notices** -- Notices given under this Agreement are deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

- (a) If to Company:  
Oncor Electric Delivery Company,LL  
7309 Frankford Rd.  
Dallas, Texas  
Attn: Steve Walker



**Tariff for Retail Delivery Service  
Oncor Electric Delivery Company LLC**

**6.3 Agreements and Forms**

Applicable: Entire Certified Service Area

Effective Date: September 21, 2009

(b) If to Customer:  
City of Plano  
1520 Avenue K  
Plano, Texas 75074

The above-listed names, titles, and addresses of either Party may be changed by written notification to the other.

10. **Invoicing and Payment** – Invoices for any discretionary services covered by this Agreement will be mailed by Company to the following address (or such other address directed in writing by Customer), unless Customer is capable of receiving electronic invoicing from Company, in which case Company is entitled to transmit electronic invoices to Customer.

City of Plano  
1520 Avenue K  
Plano, Texas 75074

If Company transmits electronic invoices to Customer, Customer must make payment to Company by electronic funds transfer. Electronic invoicing and payment by electronic funds transfer will be conducted in accordance with Company's standard procedures. Company must receive payment by the due date specified on the invoice. If payment is not received by the Company by the due date shown on the invoice, a late fee will be calculated and added to the unpaid balance until the entire invoice is paid. The late fee will be 5% of the unpaid balance per invoice period.

11. **No Waiver** -- The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered to waive the obligations, rights, or duties imposed upon the Parties.

12. **Taxes** -- All present or future federal, state, municipal, or other lawful taxes (other than federal income taxes) applicable by reason of any service performed by Company, or any compensation paid to Company, hereunder must be paid by Customer.

13. **Headings** -- The descriptive headings of the various articles and sections of this Agreement have been inserted for convenience of reference only and are to be afforded no significance in the interpretation or construction of this Agreement.

14. **Multiple Counterparts** -- This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

15. **Other Terms and Conditions** –

(i) Customer has disclosed to Company all underground facilities owned by Customer or any other party that is not a public utility or governmental entity, that are located within real property owned by Customer. In the event that Customer has failed to do so, or in the event of the existence of such facilities of which Customer has no knowledge, Company, its agents and contractors, shall have no liability, of any nature whatsoever, to Customer, or Customer's agents or assignees, for any actual or consequential damages resulting from damage to such undisclosed or unknown facilities.

(ii) City of Plano agrees that payment shall be made within 30 days of the date the project is completed or the date the invoice is received, whichever is later.

(iii) The Discretionary Service Charges provided in this agreement are for Oncor Electric Delivery facilities only and do not include any charges related to the relocation of any facilities owned by a franchised utility, governmental entity, or licensed service provider (Joint User). The customer must contact all Joint Users and make arrangements to have their facilities transferred or relocated. Oncor Electric Delivery cannot complete the relocation/removal of facilities outlined in this agreement until Joint User(s) remove their facilities attached to Oncor Electric Delivery Poles.

(iv)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized representatives.

Oncor Electric Delivery Company LLC

City of Plano  
Customer / Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

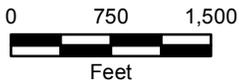
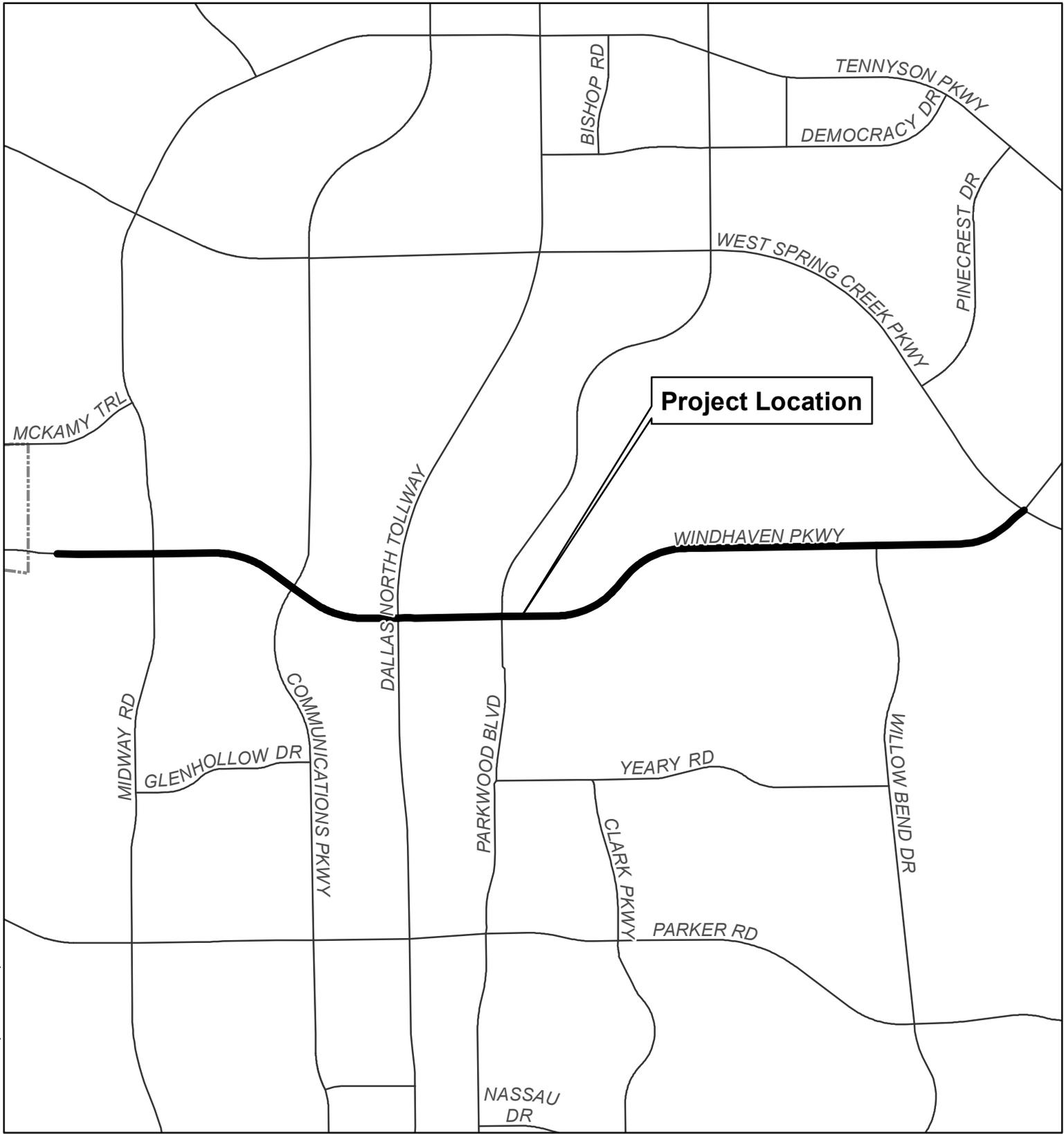
\_\_\_\_\_  
Date





**CITY OF PLANO  
COUNCIL AGENDA ITEM**

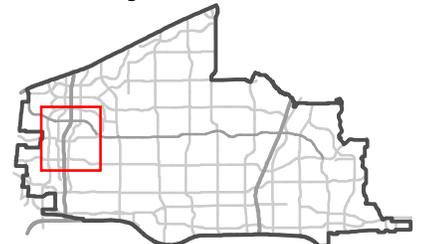
<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		02/08/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, PE		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 5741</b>
<b>CAPTION</b>				
<p>A Resolution of the City of Plano, Texas, approving the terms and conditions of a Local Transportation Project Advance Funding Agreement by and between the City of Plano and the Texas Department of Transportation for Windhaven Parkway from West Plano City Limits to Spring Creek Parkway; authorizing its execution by the City Manager or his designee; and providing an effective date.</p>				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	2,133,589	0	<b>2,133,589</b>
Encumbered/Expended Amount	266,411	0	0	<b>266,411</b>
This Item	0	1,200,000	0	<b>1,200,000</b>
<b>BALANCE</b>	<b>266,411</b>	<b>3,333,589</b>	<b>0</b>	<b>3,600,000</b>
<b>FUND(S): STREET IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> This item would increase the amount available through the City of Plano's Advance Funding Agreement with the Texas Department of Transportation (TxDOT) for the Windhaven Parkway project by \$1,200,000 for a total amount of \$3,600,000 for the project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Replacing an existing agreement with an updated advance funding agreement to provide for greater participation from TxDOT on current street improvement projects relates to the City's goals of a Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This resolution approves the termination of the Advance Funding Agreement with TxDOT for the Windhaven Parkway CSJ-024-143 dated 1-2-2007 and the amended 12-15-2011 Advance Funding Agreement and replaces them with this Local Transportation Project Advance Funding Agreement attached as Exhibit "A". This Local Transportation Project Advance Funding Agreement increases the funds available to the City from \$2,400,000 to \$3,600,000 for the Windhaven Parkway Project No. 5741.</p>				
List of Supporting Documents: Location Map; Memorandum; Resolution; Local Transportation Project Advanced Funding Agreement – Exhibit "A"			Other Departments, Boards, Commissions or Agencies N/A	



City of Plano GIS Division  
December, 2015

**Windhaven Parkway  
from 200 feet west of Gentle Way  
to Spring Creek Parkway  
Project No. 5741**

**Project Location**





# Memorandum

**TO:** Bruce Glasscock, City Manager

**THRU:** Frank Turner, Deputy City Manager

**FROM:** B. Caleb Thornhill, P.E., Director of Engineering

**DATE:** January 29, 2016

**SUBJECT:** Windhaven Parkway – Project No. 5741  
Local Transportation Project Advance Funding Agreement

---

## **Item Summary**

This Resolution authorizes a new Local Transportation Project Advance Funding Agreement (LPAFA) with TxDOT increasing the funding for the Windhaven Parkway Project, replacing the original agreement.

## **Background**

In 2007, the City of Plano entered into a LPAFA with TxDOT for the Windhaven Project. In 2011, this agreement was amended to revise the project scope. During the period of time between the date of the original agreement and now, the cost of the project has increased.

TxDOT has agreed to increase the project cost. They have reviewed the original agreement to see if it could be amended; however, due to the current Federal and TxDOT language requirements, TxDOT staff has determined it is easier to totally rewrite the agreement using the updated language.

City staff has reviewed the updated LPAFA and has no objection to the revisions.

City staff recommends approval of the Resolution approving the terms and conditions of the new LPAFA.

**A Resolution of the City of Plano, Texas, approving the terms and conditions of a Local Transportation Project Advance Funding Agreement by and between the City of Plano and the Texas Department of Transportation for Windhaven Parkway from West Plano City Limits to Spring Creek Parkway; authorizing its execution by the City Manager or his designee; and providing an effective date.**

**WHEREAS**, the City Council previously approved a Local Transportation Project Advance Funding Agreement for Project CSJ: 0918-24-143, development and construction to widen the existing road to a six lane urban divided on Windhaven Parkway from West Plano City Limits to Spring Creek Parkway in the City of Plano, executed on January 2, 2007 and amended as Amendment Number One on December 15, 2011; and

**WHEREAS**, it has become necessary to terminate that January 2, 2007 and the amended December 15, 2011 Advance Funding Agreement and replace it with this Local Transportation Project Advance Funding Agreement, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and

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

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

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

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

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

**DULY PASSED AND APPROVED** this the 8th day of February, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
District #: 18 - Dallas  
Code Chart 64 #: 33100  
Project: Windhaven Parkway  
Limits: On Windhaven Parkway (200 feet West of Gentle Way to Spring Creek Parkway) from 200 feet west of Gentle Way to Parkwood Boulevard; from Parkwood Boulevard to Spring Creek Parkway  
Federal Highway Administration-CDA # 20.205  
Not Research and Development  
Collin County  
Funding Category: 7 STP-MM

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT  
ADVANCE FUNDING AGREEMENT**

**For A**

**Surface Transportation Program – Metropolitan Mobility Project**

**OFF SYSTEM**

**THIS Local Project Advance Funding Agreement (LPAFA)** 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 Plano, acting by and through its duly authorized officials, called the “Local Government.”

**WITNESSETH**

**WHEREAS**, the State and the Local Government executed an Advance Funding Agreement on January 2, 2007 and amended as Amendment Number One on December 15, 2011 to effectuate their agreement for the development and construction to widen the existing city street to a six-lane urban divided city street on Windhaven Parkway from West Plano City Limits to Spring Creek Parkway in the City of Plano; and,

**WHEREAS**, it has become necessary to terminate that January 2, 2007 and the amended December 15, 2011 Advance Funding Agreement and replace it with this Advance Funding Agreement; and

**WHEREAS**, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number 114125 that provides for the development of, and funding for, the Project described herein; and,

**WHEREAS**, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated \_\_\_\_\_, 20\_\_, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

**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 hereinafter set forth, it is agreed as follows:

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
District #: 18 - Dallas  
Code Chart 64 #: 33100  
Project: Windhaven Parkway  
Limits: On Windhaven Parkway (200 feet West of Gentle Way to Spring Creek Parkway) from 200 feet west of Gentle Way to Parkwood Boulevard; from Parkwood Boulevard to Spring Creek Parkway  
Federal Highway Administration-CDA # 20.205  
Not Research and Development  
Collin County  
Funding Category: 7 STP-MM

## **AGREEMENT**

### **1. Period of the Agreement**

- A. The Advance Funding Agreement (0918-24-143) executed on January 2, 2007 and amended as Amendment Number One on December 15, 2011 is terminated effective when signed by the last party whose signing makes this Agreement fully executed.
- B. This Advance Funding Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect as stated in the Master Agreement without exception or unless terminated as provided below.

### **2. Termination of this LPAFA**

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

### **3. Amendments**

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

### **4. Scope of Work**

The scope of work for this LPAFA is described as the reconstruction and widening of Windhaven Parkway (from 200 feet west of Gentle Way to Spring Creek), widen from 2 to 6 lanes divided from 200 feet west of Gentle Way to Parkwood Boulevard and widen from 2 to 4 lanes divided from Parkwood Boulevard to Spring Creek Parkway in the City of Plano.

### **5. Right of Way and Real Property**

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

### **6. Utilities**

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

### **7. Environmental Assessment and Mitigation**

Environmental assessment and mitigation will be carried out by the Local Government as stated in the Master Agreement. Additionally, 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.

### **8. Compliance with Texas Accessibility Standards and ADA**

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
District #: 18 - Dallas  
Code Chart 64 #: 33100  
Project: Windhaven Parkway  
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Federal Highway Administration-CDA # 20.205  
Not Research and Development  
Collin County  
Funding Category: 7 STP-MM

## **9. Architectural and Engineering Services**

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The Local Government is responsible for performance of any required architectural or preliminary engineering work. 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* design standards. The State may review and comment on the work as required to accomplish the public purposes of the Local State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.

## **10. Construction Responsibilities**

Construction responsibilities will be carried out by the Local Government as stated in the Master Agreement.

## **11. Project Maintenance**

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

## **12. Local Project Sources and Uses of Funds**

- A.** A Project Budget Estimate is provided in Attachment C. 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. 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 one hundred percent (100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.
- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training 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 Qualification for the Texas Department of Transportation*. The Local 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 designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
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Not Research and Development  
Collin County  
Funding Category: 7 STP-MM

LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.

- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** 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 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 costs.
- F.** 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." The check or warrant shall be deposited by the State and managed by the State. Funds may only be applied by the State to the Project. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.
- H.** When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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. Any 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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Federal Highway Administration-CDA # 20.205  
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Collin County  
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- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. 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.

### **13. Document and Information Exchange**

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

### **14. Incorporation of Master Agreement Provisions**

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

### **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. Debarment Certification**

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 contract shall require any party to a subcontract or purchase order awarded under

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
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 Not Research and Development  
 Collin County  
 Funding Category: 7 STP-MM

this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

**17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements**

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.

**18. 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:

<b>Local Government:</b>	<b>State:</b>
City Manager City of Plano 1520 Avenue K Plano, Texas 75086-0358	Director of Contract Services Office Texas Department of Transportation 125 E. 11 <sup>th</sup> Street Austin, Texas 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**19. Civil Rights Compliance**

The Local Government shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

**20. Disadvantaged Business Enterprise (DBE) Program Requirements**

- 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 set 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 have final decision-making authority regarding the DBE goal and 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](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
District #: 18 - Dallas  
Code Chart 64 #: 33100  
Project: Windhaven Parkway  
Limits: On Windhaven Parkway (200 feet West of Gentle Way to Spring Creek Parkway) from 200 feet west of Gentle Way to Parkwood Boulevard; from Parkwood Boulevard to Spring Creek Parkway  
Federal Highway Administration-CDA # 20.205  
Not Research and Development  
Collin County  
Funding Category: 7 STP-MM

- 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 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.*

## 21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (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 the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
District #: 18 - Dallas  
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Federal Highway Administration-CDA # 20.205  
Not Research and Development  
Collin County  
Funding Category: 7 STP-MM

- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

**22. Single Audit Report**

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- 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 Audit Office as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY \_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the 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.

**23. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT – CITY OF PLANO**

By: \_\_\_\_\_  
Bruce D. Glasscock  
City Manager

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

**THE STATE OF TEXAS**

By: \_\_\_\_\_  
Kenneth Stewart  
Director of Contract Services  
Texas Department of Transportation

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

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
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**ATTACHMENT A**  
**RESOLUTION OR ORDINANCE**

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
District #: 18 - Dallas  
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**ATTACHMENT B**  
**PROJECT LOCATION MAP**

CSJ #: 0918-24-143; ROWCSJ: 0918-24-211  
 District #: 18 - Dallas  
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## ATTACHMENT C PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the Federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs. The Project cost is to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (by Local)	\$40,000	80%	\$32,000	0%	\$0	20%	\$8,000
Preliminary Engineering (by Local)	\$700,000	80%	\$560,000	0%	\$0	20%	\$140,000
Right of Way (by Local)	\$110,000	0%	\$0	0%	\$0	100%	\$110,000
Utilities (by Local)	\$30,000	0%	\$0	0%	\$0	100%	\$30,000
Construction (by Local)	\$3,425,926	80%	\$2,740,741	0%	\$0	20%	\$685,185
<b>Subtotal</b>	<b>\$4,305,926</b>		<b>\$3,332,741</b>		<b>\$0</b>		<b>\$973,185</b>
Direct Cost – Environmental	\$4,000	80%	\$3,200	0%	\$0	20%	\$800
Direct Cost – Engineering	\$56,000	80%	\$44,800	0%	\$0	20%	\$11,200
Direct Cost – Right of Way	\$8,800	0%	\$0	0%	\$0	100%	\$8,800
Direct Cost – Utilities	\$2,400	0%	\$0	0%	\$0	100%	\$2,400
Direct State Costs - CST	\$274,074	80%	\$219,259	0%	\$0	20%	\$54,815
<b>Direct State Costs Subtotal</b>	<b>\$345,274</b>		<b>\$267,259</b>		<b>\$0</b>		<b>\$78,015</b>
Indirect State Cost @ 5.74%	\$247,160	0%	\$0	100%	\$247,160	0%	\$0
<b>TOTAL</b>	<b>\$4,898,360</b>		<b>\$3,600,000</b>		<b>\$247,160</b>		<b>\$1,051,200</b>

Initial payment by the Local Government to the State = \$23,200\*

Payment by the Local Government to the State before construction = \$54,815\*

Total estimated Local Government Participation = \$78,015\*

\*The Local Government deposited \$53,280 on 3/09/2007 for engineering and construction direct state costs.

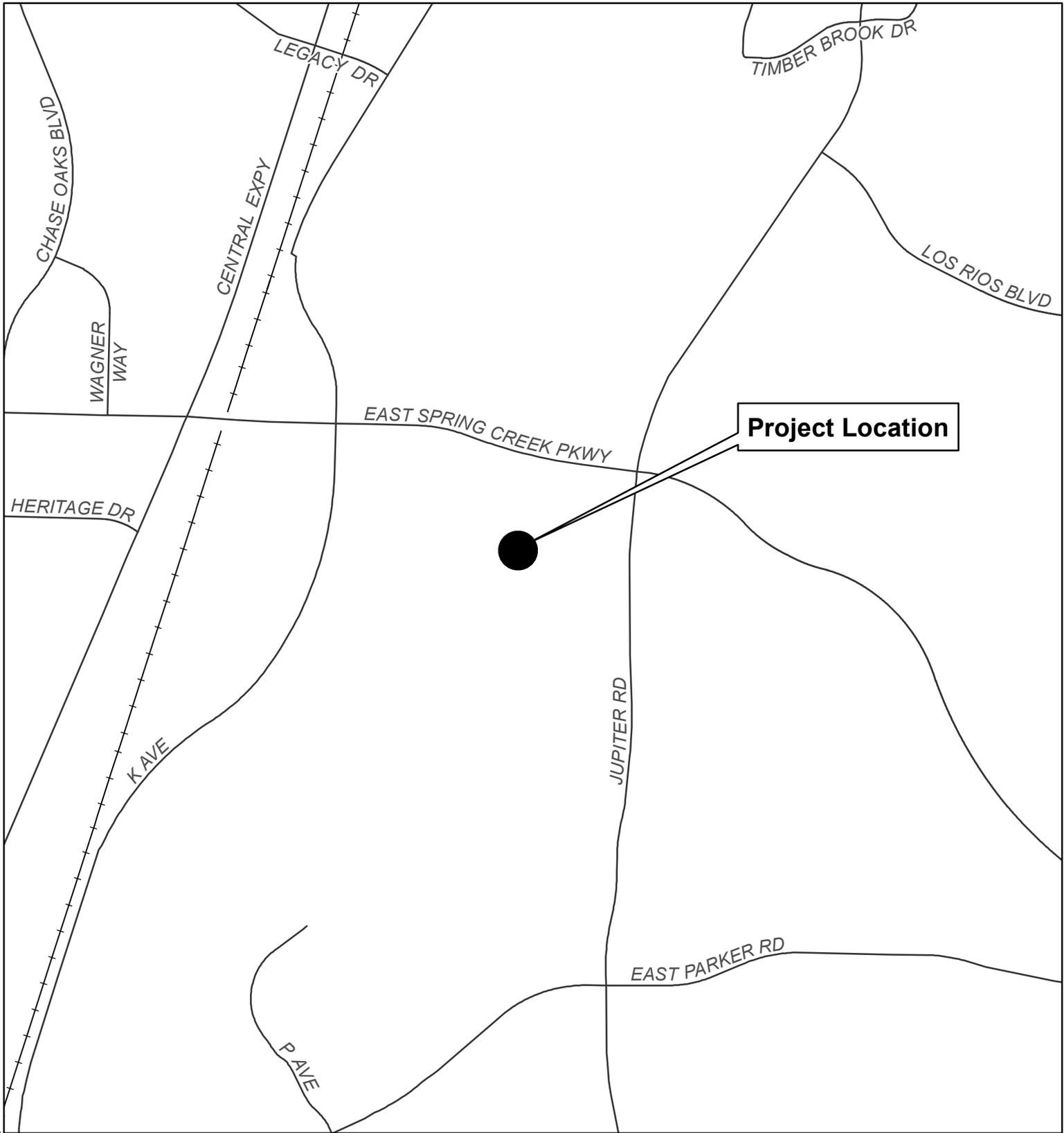
\*The Total Local Government payment due upon full execution of this agreement is = \$24,735

This is an estimate only. The final amount of the Local Government participation will be based on actual costs.

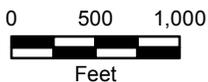


## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/8/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6353</b>
<b>CAPTION</b>				
A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Pogue Construction Co., LP, for Plano Centre Renovations establishing a Guaranteed Maximum Price (GMP) of \$2,856,581; authorizing the City Manager or his designee to execute the necessary contract documents; and providing an effective date.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	16,000	3,449,000	1,320,000	<b>4,785,000</b>
Encumbered/Expended Amount	-16,000	-41,000	0	<b>-57,000</b>
This Item	0	-2,856,581	0	<b>-2,856,581</b>
<b>BALANCE</b>	<b>0</b>	<b>551,419</b>	<b>1,320,000</b>	<b>1,871,419</b>
<b>FUND(S): CAPITAL RESERVE FUND</b>				
<p><b>COMMENTS:</b> Funding is available in the 2015-16 Capital Reserve Fund for this item. Construction of Plano Centre Renovations, in the amount of \$2,856,581, will leave a current year balance of \$551,419 available for future renovations at Plano Centre.</p> <p><b>STRATEGIC PLAN GOAL:</b> Renovating Plano Centre to provide an updated event space for Plano residents and businesses relates to the City's goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memo				
Project Location Map: <a href="https://goo.gl/maps/TKErGi3oJu">https://goo.gl/maps/TKErGi3oJu</a>				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		
Recommendation Memo				
Resolution				



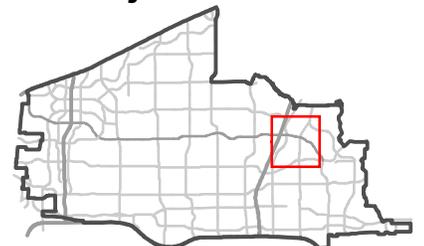
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City of Plano GIS Division  
February, 2016

**Plano Centre Renovations**  
**2000 E Spring Creek Parkway**  
**Project No. 6353**

**Project Location**





# Memorandum

**Date:** January 8, 2016

**To:** Diane Palmer-Boeck, Chief Purchasing Officer

**From:** Jim Razinha, Facilities Manager

**Subject:** Recommendation of Accepting a Guaranteed Maximum Price for Construction of Plano Centre Renovations (Project No. 6353)

Staff has reviewed and recommends accepting the Guaranteed Maximum Price (GMP) of \$2,856,581 as proposed by Pogue Construction Co., LP, for the construction of the renovations to the Plano Centre.

The renovation of the Plano Centre will update lighting, floor and wall coverings, entrances, meeting rooms and restrooms.

Through a two-step process, City staff reviewed qualifications submissions from six firms that responded to our RFQ to provide Construction Manager at Risk (CMAR) services for the Plano Centre project. After interviewing two firms in the second step of the process, the City selected Pogue Construction Co., LP, as the most qualified firm for the project, and contracted with them to provide preconstruction services.

Pogue Construction Co., LP, working with the construction documents, received bids for the construction, evaluated the responsibility and responsiveness of the subcontract bids, and presented to City staff and the Architect a preliminary GMP. After several clarification and value management options were considered, Pogue Construction presented a final GMP.

Staff and the design consultant feel the GMP of \$2,856,581 is reasonable for a project of this size and complexity.

**A Resolution of the City of Plano, Texas, authorizing a modification of the Construction Manager At Risk (CMAR) contract between the City of Plano and Pogue Construction Co., LP, for Plano Centre Renovations establishing a Guaranteed Maximum Price (GMP) of \$2,856,581; authorizing the City Manager or his designee to execute the necessary contract documents; and providing an effective date.**

**WHEREAS**, the City of Plano has engaged in a request for qualifications for renovation of the Plano Centre; and

**WHEREAS**, Pogue Construction Co., LP, has been selected as the most qualified firm to provide CMAR services for the construction of Plano Centre Renovations; and

**WHEREAS**, the City Council wishes to establish a GMP of \$2,856,581 for the construction of Plano Centre Renovations; and

**WHEREAS**, upon full review of all matters attendant and related thereto, the City Council is of the opinion that the City Manager or his designee should be authorized to execute a GMP of \$2,856,581 for the Plano Centre Renovations construction project.

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

**Section I.** A GMP of \$2,856,581 for construction of Plano Centre Renovations has been established and reviewed by the City Council of the City of Plano, Texas, and found to be in the best interest of the City of Plano and its citizens and is hereby in all things approved.

**Section II.** The City Manager or his designee is authorized to execute a contract amendment and all other necessary documents with Pogue Construction Co., LP, for the construction of the Plano Centre Renovations with a GMP of \$2,856,581.

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

**DULY PASSED AND APPROVED** this the 8th day of February, 2016.

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

ATTEST:

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

APPROVED AS TO FORM:

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