



AGENDA
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, APRIL 12, 2021
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 PM

This notice is posted pursuant to the Texas Open Meetings Act. Notice is hereby given that a **Regular City Council Meeting** of the City of Watauga, Texas will be held at which time the following subjects will be discussed and may be acted upon.

COVID-19 PRECAUTIONS

Although the Statewide mask order will no longer be effective on March 10, 2021, The City of Watauga believes it is important that masks are worn in public spaces until more Texans have access to the COVID-19 vaccine. Therefore, the following social distancing rules apply to the public attending this meeting:

1. Any member of the public attending the meeting shall maintain a six-foot distance from others (except for those you live in the same household). City Staff and City Officials shall practice social distancing to the extent able without interfering in the ability to carry out the essential governmental functions to be conducted at this meeting.
2. To enter City Hall to attend this meeting all persons must wear a face covering (i.e. a cloth mask that effectively covers the mouth and nose with more than one layer of fabric) or equivalent device.
3. Attendance in the Council Chamber will be limited to allow for the public in attendance to practice social distancing. Seating may be assigned.
4. Coughs and sneezes must be covered with a cloth or tissue, which should then be properly disposed of or washed, and shall not be exposed to others.
5. Public courtesies such as handshakes or other greetings shall be respectfully avoided.
6. Any member of the public approaching city representatives, whether they be city staff or elected or appointed officials must maintain six-foot social distancing.

Any person who fails to comply with the COVID-19 Precautions may be removed from the meeting.

EXPANDED OPPORTUNITY FOR PUBLIC COMMENT OR PUBLIC TESTIMONY:

The City shall continue to allow expanded opportunities for members of the public who do not attend to participate in Public Comment and Public Testimony. Such participation will be allowed when recognized upon the Mayor's announcement.

ANYONE WHO DOES NOT ATTEND BUT DESIRES TO COMMENT ON A MATTER NOT ON THE AGENDA OR TESTIFY ON A MATTER ON THE AGENDA AT THIS MEETING MUST SEND THEIR COMMENT IN WRITING USING THE FORM AT

<https://www.cowtx.org/Councilcomments> NO LATER THAN ONE (1) HOUR PRIOR TO THE MEETING.

All written comments must comply with applicable decorum rules for comments made during a public meeting of the Watauga City Council to be read into the record. Up to three minutes shall be allotted for each written or oral comment to be read/spoken into the record of the meeting. All timely written comments will be read into the record of the meeting at the appropriate time during the meeting. While reasonable efforts will be taken to gather comments received within the hour prior to the meeting or received during the meeting, all such comments are considered untimely and may not be recognized and read during the meeting.

CALL TO ORDER (Council Members, City Staff, Members of the Public - when speaking during the meeting please speak directly into the microphones on the dais or podium)

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE United States and Texas Flags

ANNOUNCEMENTS

PRESENTATIONS

1. Presentation of proclamation recognizing April as National Financial Literacy Month
Raquel Guajardo, Deputy City Secretary
Andrea Gardner, City Manager
2. Presentation of proclamation recognizing April as Fair Housing Month
Raquel Guajardo, Deputy City Secretary
Andrea Gardner, City Manager

PUBLIC COMMENT If speaking for an organization or group, the speaker should identify the group represented. If speaking during Public Comment (for matters not posted on that particular meeting's agenda), members of the City Council and Staff may only provide a statement of factual information in response to the inquiry or recite existing policy in response (e.g., to correct a factual misstatement made by the citizen or provide factual information

requested by the citizen). Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a future meeting. If necessary, the Chair will task the City Manager to respond to the citizen and report back to the City Council as soon as practicable. Such report to the City Council shall not constitute a meeting called by the City Council nor shall it constitute deliberation or formal action. Individual citizens addressing the City Council during Public Comment shall not exceed three (3) minutes in their comments; however, the Chair may extend or reduce the speaker's allotted time in order to conduct an efficient and effective public meeting. The time allotted shall not be donated to others desiring to speak. Public Comment is not established to engage in a conversation with the Council and no formal Council action will be taken.

PUBLIC TESTIMONY FOR ACTION ITEMS Only those persons who submit a completed Request to Speak form prior to the agenda item being introduced by the Chair will be allowed to speak on agenda items set for action (this doesn't include presentations or reports). The Chair shall ask each person requesting to speak to approach the podium when called to speak. Speakers time shall generally not exceed three (3) minutes in their comments and all comments must be germane to the specific agenda item being discussed; however, the Chair may extend or reduce the speaker's allotted time. Speakers shall not be permitted to donate their time to other speakers. Members of the City Council may ask questions or discuss the item directly with the citizen during the citizen's testimony if necessary. Any discussion between a Council member and the citizen will not count toward the time limit and Council Members are encouraged not to speak until the citizen has first utilized their allocated time.

CONSENT AGENDA All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items.

1. Consider action to approve the Joint Election Agreement & Contract for Election Services and authorize the City Manager to execute said contract

Andrea Gardner, City Manager

2. Consider action to approve the meeting minutes of the Steering Committee of Cities Served by Oncor videoconference held February 23, 2021; Council Workshop held March 22, 2021; Regular Council Meeting held March 22, 2021; and Economic Development Training held March 29, 2021.

Raquel Guajardo, Deputy City Secretary

Andrea Gardner, City Manager

3. Consider action to approve the Monthly Financial Report for the period ending February 28, 2021

Sandra Gibson, Director of Finance

Andrea Gardner, City Manager

4. Consider action to renew the final renewal option inclusive with change order # 1 for Grounds Maintenance Proposal # 19-006
Shawn Fannan, Fire Chief
chad stephens, Parks Superintendent
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance
Andrea Gardner, City Manager
5. Consider action for the replacement of the expansion area of the Library roof
Paul Hackleman, Director of Public Works
Andrea Gardner, City Manager
6. Consider action on approving a license agreement between the City of Watauga and the Dallas-Fort Worth Skyhawks to provide the summer camp program for Watauga Parks and Community Services and authorize the City Manager to execute the agreement in a form approved by the City Attorney
Shawn Fannan, Fire Chief
Andrea Gardner, City Manager

ACTION ITEMS

1. Discuss and consider action on an ordinance of the City of Watauga, Texas, amending ordinance 2021-012, which amended ordinance 2021-004 providing for and ordering a general election to be held on May 1, 2021, for the purpose of electing a Mayor and City Council member Place 3, City Council member Place 4, and City Council member Place 5; providing for a joint election to be held with other entities; setting the date, place and time of said election; providing for election precincts and polling places; authorizing the execution of a joint election agreement with Tarrant County; providing for repeal; providing for severability; providing an effective date and containing other provisions related to the subject.
Andrea Gardner, City Manager
2. Discuss and consider action on an ordinance of the City of Watauga, Texas, amending ordinance 2021-013 which amended ordinance 2021-005 providing for and ordering a special election to be held on May 1, 2021, for the purpose of reauthorizing the Watauga Crime Control and Prevention District and collection of the one-half (1/2) of one (1) percent of sales and use tax; providing for a joint election to be held with other entities; setting the date, place and time of said election; providing for election precincts and polling places; authorizing the execution of a joint election agreement with Tarrant County; providing for repeal; providing for severability; providing an effective date and containing other provisions related to the subject.
Andrea Gardner, City Manager

3. Discuss and consider action to approve an ordinance by the City Council of the City of Watauga, Texas amending ordinance 2021-014, which amended ordinance 2021-006 calling for a special election to vote on the adoption of a local sales and use tax in the City of Watauga at the rate of 1.25%. , in accordance with Texas Tax Code Section 327.007; providing that all ordinances in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause, providing an effective date and containing other provisions related to the subject.

Andrea Gardner, City Manager

4. Discuss and consider action to approve an Ordinance by the City Council of the City of Watauga, Texas amending ordinance 2021-015, which amended ordinance 2021-011 calling for a Special Election to be held in said city on the 1st day of May 2021, for the election to fill a vacancy that exists in the unexpired term of City Council Member Place 1; providing for a joint election agreement with Tarrant County; setting the date, place and time of said election; and other provisions otherwise incidental to such ordinance in accordance with the Texas Election Laws and Articles III And IV of the City of Watauga Home Rule Charter; providing that all ordinances in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause, providing an effective date

George Hyde, Legal

5. Discuss and consider action to ratify the Meet and Confer Agreement between the City of Watauga and the Watauga Firefighters' Association

Marcia Reyna, Human Resources and Civil Service Director

Andrea Gardner, City Manager

6. Discuss and consider action on a resolution of the City Council of the City of Watauga, Texas, directing the Charter Commission to conduct meetings as necessary, to be facilitated by the City Attorney's Office, to conduct a review and make develop recommended changes to the City of Watauga's Home Rule Charter no later than July 31, 2021 for City Council consideration for placement on the November 2021 election ballot; providing that all resolutions in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause; providing an effective date.

George Hyde, Legal

7. Discuss and consider action to approve a resolution authorizing a Deferred Compensation 457(b) and 401(a) Plan with National Public Pension Association for City of Watauga employees

Marcia Reyna, Human Resources and Civil Service Director

Andrea Gardner, City Manager

8. Discuss and consider action on an addendum to City Secretary Contract No. 47273, an interlocal agreement between the City of Watauga and the City of Fort Worth, to authorize the completion of the Polaris exit services, branch removal and data clean up

as performed by Innovative Interfaces Inc. for the MetrOPAC Library and further authorize the City of Watauga's proportionate fees associated with the work performed by Innovative Interfaces Inc. to be paid in accordance with the addendum

Lana Ewell, Director of Library Services

Andrea Gardner, City Manager

ITEMS FOR FUTURE AGENDAS

EXECUTIVE SESSION The City Council will recess its open meeting and reconvene in executive session to discuss the following items pursuant to the below referenced section(s) of the Texas Government Code:

1. Consult with City Attorney pursuant to Texas Government Code 551.071 regarding a settlement offer from Frontier Communications
2. Sections 551.071 and 551.087 Deliberate upon and consult with the City Attorney on economic development negotiations with Smiley Transportation

Andrea Gardner, City Manager

RECONVENE The City Council will return to open session in the City Council Chamber for possible discussion and action as a result of the Executive Session.

ADJOURNMENT

Meeting Notices and Reservation of Rights

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code if the requisite information is otherwise posted; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code (as applicable) when determined necessary by the to address a subject matter on the agenda. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation

of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city council, boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the city council, boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that city council, body, board, commission or committee subject to the Texas Open Meetings Act.

NOTICE

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (817) 514-5825, OR FAX (817) 514-3625.

I, Andrea Gardner, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Friday, April 9, 2021, before 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Andrea Gardner, City Secretary





AGENDA MEMORANDUM

DATE: April 1, 2021
TO: Honorable City Council Members
FROM: Raquel Guajardo, Deputy City Secretary
THROUGH: Andrea Gardner, City Manager
SUBJECT: Presentation of proclamation recognizing April as National Financial Literacy Month

BACKGROUND/INFORMATION:

Presentation of proclamations recognizing the month of April as National Financial Literacy Month and Fair Housing Month.

FINANCIAL IMPLICATIONS:

None.

RECOMMENDATION/ACTION DESIRED:

None.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. National Financial Literacy Month Proclamation

REVIEWED BY:

Andrea Gardner, City Manager

Final Approval - 4/8/2021

Approved as to form for inclusion on Agenda



Proclamation

WHEREAS, April is recognized as National Financial Literacy Month to highlight the value of high-quality financial education to improving Americans' financial capability; and

WHEREAS, national research continues to highlight points of concern for how Americans manage personal debt, retirement savings, and daily budgetary challenges; and

WHEREAS, it is important for both adults and youth to demonstrate proficiency in personal financial management; and

WHEREAS, High-quality financial education should build on and respond to people's individual strengths, circumstances, and needs in order to help them work toward their own unique goals.

WHEREAS, the Watauga Wellness provides the foundation for the City to develop activities, offer incentives and modify work environments to support the health and well-being of City employees and recognizes that Financial Wellness is equally important; and

NOW, THEREFORE, I, Arthur L. Miner, Mayor of the City of Watauga, Texas, by virtue of the authority vested in me by the laws of the City of Watauga, Texas, do hereby recognize April as

NATIONAL FINANCIAL LITERACY MONTH

and call upon all citizens of Watauga to observe this month by understanding barriers to financial well-being, and taking action to build their own financial capability and assist others to do so.

Proclaimed this the 12th day of April, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Watauga, Texas to be affixed this 12th day of April, 2021.

Arthur L. Miner, Mayor

ATTEST

Andrea Gardner, City Manager/Secretary



AGENDA MEMORANDUM

DATE: April 8, 2021
TO: Honorable City Council Members
FROM: Raquel Guajardo, Deputy City Secretary
THROUGH: Andrea Gardner, City Manager
SUBJECT: Presentation of proclamation recognizing April as Fair Housing Month

BACKGROUND/INFORMATION:

Presentation of proclamations recognizing the month of April as National Financial Literacy Month and Fair Housing Month.

FINANCIAL IMPLICATIONS:

None.

RECOMMENDATION/ACTION DESIRED:

None.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Fair Housing Month Proclamation

REVIEWED BY:

Andrea Gardner, City Manager

Final Approval - 4/8/2021

Approved as to form for inclusion on Agenda



Proclamation

WHEREAS, The Fair Housing Act prohibits discrimination based on race, color, religion, sex, handicap, familial status and national origin, and

WHEREAS, economic stability, community health, and human relations in all communities are improved by diversity and integration; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness; and

WHEREAS, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, and the quality of health care we receive in emergencies; and

WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principals, practices, rights and responsibilities.

NOW, THEREFORE, I, Arthur L. Miner, Mayor of the City of Watauga, Texas, by virtue of the authority vested in me by the laws of the City of Watauga do hereby recognize April as

FAIR HOUSING MONTH

And encourage all citizens' to support being an inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for equal housing opportunities for all residents and prospective residents of Watauga, Texas.

Proclaimed this the 12th day of April, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Watauga, Texas to be affixed this 12th day of April, 2021.

Arthur L. Miner, Mayor

ATTEST

Andrea Gardner, City Manager/Secretary



AGENDA MEMORANDUM

DATE: March 23, 2021

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

THROUGH:

SUBJECT: Consider action to approve the Joint Election Agreement & Contract for Election Services and authorize the City Manager to execute said contract

BACKGROUND/INFORMATION:

On March 22, 2021, Tarrant County provided a copy of the attached proposed Joint Election Agreement and Contract for Election Services.

Section 271.002 of the Elections Code addresses joint elections and requires the terms of a joint election agreement to be stated in an order, resolution, or other official action adopted by the governing body of each participating political subdivision.

FINANCIAL IMPLICATIONS:

Total Estimated expenses \$4,963.39. A deposit in the amount of \$3,730 is due within 15 days of contract execution. Funds were included in the FY 2021 Budget for election expenses.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve the Joint Election Agreement & Contract for Election Services and authorize the City Manager to execute said contract for the May 1, 2021 General and Special Elections of the City of Watauga.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Joint_contract_entities 0521 - 20210322 - FINAL (002)

REVIEWED BY:

Karrie Marling, Legal	Approved - 4/6/2021
George Hyde, Legal	Approved - 4/9/2021
Sandra Gibson, Director of Finance	Approved - 4/9/2021
Andrea Gardner, City Manager	Approved - 4/9/2021
Raquel Guajardo, Deputy City Secretary	Final Approval - 4/9/2021



AGENDA MEMORANDUM

Approved as to form for inclusion on Agenda

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

ARLINGTON ISD	CITY OF ROANOKE
AZLE ISD	CITY OF SAGINAW
BIRDVILLE ISD	CITY OF SANSOM PARK
CARROLL ISD	CITY OF SOUTHLAKE
CASTLEBERRY ISD	CITY OF WATAUGA
CITY OF ARLINGTON	CITY OF WESTWORTH VILLAGE
CITY OF AZLE	CROWLEY ISD
CITY OF BEDFORD	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF BENBROOK	EVERMAN ISD
CITY OF BLUE MOUND	FORT WORTH ISD
CITY OF COLLEYVILLE	GODLEY ISD
CITY OF EULESS	GRAPEVINE-COLLEYVILLE ISD
CITY OF EVERMAN	HURST-EULESS-BEDFORD ISD
CITY OF FORT WORTH	KELLER ISD
CITY OF GRAND PRAIRIE	KENNEDALE ISD
CITY OF GRAPEVINE	LEWISVILLE ISD
CITY OF HALTOM CITY	MANSFIELD ISD
CITY OF HASLET	NORTHWEST ISD
CITY OF HURST	TARRANT REGIONAL WATER DISTRICT
CITY OF KELLER	TOWN OF EDGECLIFF VILLAGE
CITY OF KENNEDALE	TOWN OF FLOWER MOUND
CITY OF LAKE WORTH	TOWN OF LAKESIDE
CITY OF MANSFIELD	TOWN OF PANTEGO
CITY OF NORTH RICHLAND HILLS	TOWN OF WESTLAKE
CITY OF PELICAN BAY	TARRANT COUNTY
CITY OF RICHLAND HILLS	FOREST HILL LIBRARY DISTRICT
CITY OF RIVER OAKS	TARRANT COUNTY COLLEGE

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or "Party".

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 1, 2021 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 1, 2021. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 5, 2021.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as “Entities” or “participating authorities”, desire to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County’s elections services through the Elections Administrator’s office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

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

I. ADMINISTRATION

The Parties agree to hold a “Joint Election” with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/participating authorities by the Election Administrator’s office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

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

Each participating authority agrees to adopt the adopt the Verity Voting System v. 2.4, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary Of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

If polling places for the May 1, 2021 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 1, 2021 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

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

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

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

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

members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

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

X. RUNOFF ELECTIONS

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

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

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 1, 2021 election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 5, 2021.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the voting sites located within their jurisdiction. Participating authorities that do not have a voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

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

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

Cost schedule and invoicing.

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

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

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

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of

this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 1, 2021 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

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

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ARLINGTON ISD	31	8.04	\$ 45,337.16	\$ 34,010.00
AZLE ISD	4	1.00	\$ 5,746.24	\$ 4,310.00
BIRDVILLE ISD	6	2.00	\$ 18,080.67	\$ 13,570.00
CARROLL ISD	3	0.75	\$ 5,066.97	\$ 3,810.00
CASTLEBERRY ISD	3	0.65	\$ 3,700.44	\$ 2,780.00
CITY OF ARLINGTON	31	7.65	\$ 42,926.33	\$ 32,200.00
CITY OF AZLE	2	0.58	\$ 4,377.48	\$ 3,290.00
CITY OF BEDFORD	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF BENBROOK	1	0.50	\$ 7,288.56	\$ 5,470.00
CITY OF BLUE MOUND	1	0.20	\$ 3,328.67	\$ 2,500.00
CITY OF COLLEYVILLE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF EULESS	3	0.75	\$ 6,089.38	\$ 4,570.00
CITY OF EVERMAN	1	0.25	\$ 3,403.65	\$ 2,560.00
CITY OF FORT WORTH	114	31.47	\$ 149,938.54	\$ 112,460.00
CITY OF GRAND PRAIRIE	4	1.08	\$ 7,181.45	\$ 5,390.00
CITY OF GRAPEVINE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HALTOM CITY	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HASLET	1	0.25	\$ 6,326.50	\$ 4,750.00
CITY OF HURST	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF KELLER	3	1.00	\$ 7,098.18	\$ 5,330.00
CITY OF KENNEDALE	2	0.27	\$ 4,473.56	\$ 3,360.00
CITY OF LAKE WORTH	2	0.37	\$ 6,593.04	\$ 4,950.00
CITY OF MANSFIELD	6	1.35	\$ 9,926.49	\$ 7,450.00
CITY OF NORTH RICHLAND HILLS	3	1.08	\$ 11,195.00	\$ 8,400.00
CITY OF PELICAN BAY	1	0.25	\$ 3,389.90	\$ 2,550.00
CITY OF RICHLAND HILLS	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF RIVER OAKS	2	0.45	\$ 3,107.90	\$ 2,340.00
CITY OF ROANOKE	0	0.00	\$ 400.00	\$ 300.00
CITY OF SAGINAW	4	0.90	\$ 5,773.27	\$ 4,330.00
CITY OF SANSOM PARK	1	0.20	\$ 2,320.19	\$ 1,750.00
CITY OF SOUTHLAKE	2	0.50	\$ 4,326.29	\$ 3,250.00
CITY OF WATAUGA	2	0.75	\$ 4,963.39	\$ 3,730.00
CITY OF WESTWORTH VILLAGE	1	0.33	\$ 2,905.89	\$ 2,180.00
CROWLEY ISD	11	2.71	\$ 18,013.87	\$ 13,520.00
EAGLE MOUNTAIN-SAGINAW ISD	8	1.80	\$ 8,975.97	\$ 6,740.00
EVERMAN ISD	7	1.50	\$ 7,595.01	\$ 5,700.00
FORT WORTH ISD	94	26.48	\$ 104,347.52	\$ 78,270.00
GODLEY ISD	0	0.00	\$ 400.00	\$ 300.00
GRAPEVINE-COLLEYVILLE ISD	3	0.83	\$ 10,189.86	\$ 7,650.00

HURST-EULESS-BEDFORD ISD	6	1.67	\$ 16,416.59	\$ 12,320.00
KELLER ISD	11	3.28	\$ 22,559.92	\$ 16,920.00
KENNEDALE ISD	2	0.27	\$ 4,473.56	\$ 3,360.00
LEWISVILLE ISD	0	0.00	\$ 400.00	\$ 300.00
MANSFIELD ISD	12	2.64	\$ 16,631.55	\$ 12,480.00
NORTHWEST ISD	6	1.70	\$ 10,660.76	\$ 8,000.00
TARRANT REGIONAL WATER DISTRICT	115	31.60	\$ 149,306.12	\$ 111,980.00
TOWN OF EDGECLIFF VILLAGE	1	0.17	\$ 2,715.28	\$ 2,040.00
TOWN OF FLOWER MOUND	0	0.00	\$ 400.00	\$ 300.00
TOWN OF LAKESIDE	1	0.17	\$ 5,823.40	\$ 4,370.00
TOWN OF PANTEGO	1	0.25	\$ 3,042.93	\$ 2,290.00
TOWN OF WESTLAKE	3	0.62	\$ 4,502.18	\$ 3,380.00
TARRANT COUNTY	48	11.81	\$ 83,652.70	\$ 62,740.00
FOREST HILL LIBRARY DISTRICT	1	0.33	\$ 3,997.96	\$ 3,000.00
TARRANT COUNTY COLLEGE	93	23.54	\$ 156,093.91	\$ 117,080.00
TOTALS	663	176	\$1,034,611.14	\$ 776,230.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIV. RECORDS OF THE ELECTION

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

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

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

XV. RECOUNTS

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

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

XVI. MISCELLANEOUS PROVISIONS

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

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

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

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary



AGENDA MEMORANDUM

DATE: March 23, 2021

TO: Honorable City Council Members

FROM: Raquel Guajardo, Deputy City Secretary

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action to approve the meeting minutes of the Steering Committee of Cities Served by Oncor videoconference held February 23, 2021; Council Workshop held March 22, 2021; Regular Council Meeting held March 22, 2021; and Economic Development Training held March 29, 2021.

BACKGROUND/INFORMATION:

Meeting minutes for February 23, March 22 and March 29, 2021, are attached for review and action.

FINANCIAL IMPLICATIONS:

None.

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the City Council approve the meeting minutes as presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 022321 Steering Committee Oncor Videoconference DRAFT
2. 032221 Council Workshop DRAFT
3. 032221 Regular Council Meeting DRAFT
4. 032921 Economic Development Training DRAFT

REVIEWED BY:

Andrea Gardner, City Manager

Final Approval - 4/8/2021

Approved as to form for inclusion on Agenda

**MINUTES
WATAUGA CITY COUNCIL
STEERING COMMITTEE OF CITIES SERVED BY ONCOR
VIDEOCONFERENCE
FEBRUARY 23, 2021
2:00 PM**

The following members of the Watauga City Council attended the videoconference meeting for Steering Committee of Cities Served by Oncor :

Arthur Miner	Mayor
Lovie Downey	Council Member Place 3
Andrew Neal	Council Member Place 4
Mark Taylor	Council Member Place 6
Jan Hill	Council Member Place 7

and

Andrea Gardner	City Manager/City Secretary
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There was no discussion or debate by the members present and no action was taken on any City business during the videoconference.

APPROVED:	this the	day of	, 2021
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SIGNED:	this the	day of	, 2021
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APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, City Secretary

**MINUTES
WATAUGA CITY COUNCIL
SPECIAL MEETING
MONDAY, MARCH 22, 2021
CITY HALL, COUNCIL CHAMBER, 7105 WHITLEY ROAD
5:30 PM**

CALL TO ORDER

Mayor Miner called the meeting to order at 5:30 p.m.

ROLL CALL

Mayor, Arthur Miner
Mayor Pro Tem/Place 2, Tom Snyder (Late with Notice/Arrived at 5:46 p.m.)
Council Place 1, Vacant
Council Place 3, Lovie Downey
Council Place 4, Andrew Neal
Council Place 5, Juanita King
Council Place 6, Mark Taylor
Council Place 7, Jan Hill

Members of staff present:

Andrea Gardner, City Manager/City Secretary
Raquel Guajardo, Deputy City Secretary
Samantha Ortega, Records Clerk
George Hyde, City Attorney

PRESENTATIONS

1. Presentation, discussion and direction on the Charter Review Process for a possible Special Election to be held on November 2, 2021

Mr. Hyde addressed the Council regarding the process for Charter Review and Amendments (presentation is attached) which included the following topics:

- History of Watauga Charter
- 2019 Charter Amendments
- Process to Amend Charter
- State Law
- Preliminary Actions
- Consequences of Amendments Stricter than State Law
- CRC Requirements

Council Member Taylor asked who could call a meeting of the Charter Review Commission in which Mr. Hyde responded that a meeting can be called by the committee chairman or City Council by resolution.

Council Member Taylor also inquired regarding the Charter Initiative by Citizens, state law reference and petition by qualified voters. Mr. Hyde explained that if at least one measure passes, the item/s that did not pass must wait two (2) years to be presented at the next election.

Council Member Taylor also inquired regarding adoption of language to automatically update charter when state law changes and petition of qualified voters. Mr. Hyde addressed all questions and concluded the presentation.

ADJOURNMENT

Mayor Miner adjourned the meeting at 6:27 p.m.

APPROVED: _____ this _____ day of _____, 2021

SIGNED: _____ this _____ day of _____, 2021

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, City Secretary

NOTE: Original Audio and Video Recording of this meeting is preserved and maintained by the City Secretary's Office



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HYDE
BULLOCK**

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Partners:

Kerry E. Russell
Arturo D. Rodriguez, Jr.
George E. Hyde
Bradford E. Bullock
Caroline A. Kelley

Senior Associates:

Cathie A. Childs
Jonathan Needle

Of Counsel:

Karrie H. Marling

Charter Review and Amendment



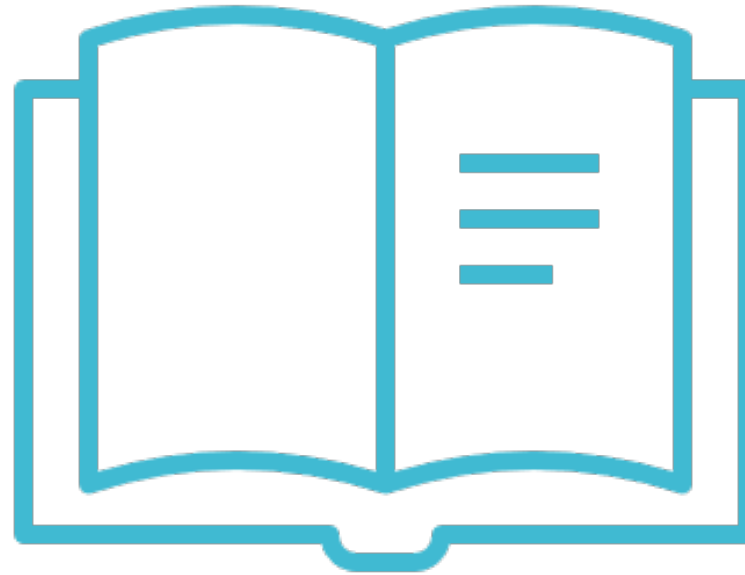
Presented by
George E. Hyde
City Attorney

The information, content, and materials provided in this presentation is for educational and general informational purposes only; does not, and is not intended to, constitute legal advice and does not establish an attorney-client relationship. Information in this presentation may not constitute the most up-to-date information.

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History of Watauga Charter

- Adopted at an election held on January 19, 1980.
- Amended multiple times over the years
- Most recently amended in 2019



2019: Most Recent Charter Amendment

- “Clean Up” Amendment
- Removed archaic requirements
- Reorganized charter to include related provisions in proximity to each other
- Conformed references to law
- Removed duplicative provisions
- Adopted provision that will allow for the rearrangement and renumbering of provisions (non-substantive)
- Conformed references for wording interpretation and general neutrality
- Corrected grammar and scriveners’ errors



2019: Most Recent Charter Amendment



- Resolved charter conflict regarding form of government
- Established place numbers for council members
- Provided that all councilmembers to be elected by majority vote
- Removed criminal law standards and language
- Clarified board and commission appointment process
- Amended quorum process in circumstances of vacancies
- Clarified initiative and referendum process





Procedures Established By:

- State Law
- Existing Charter
- City Ordinance

***Proposed legislation amending State Law is pending

Process to Amend Charter



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City Charter

- Provides for a Charter Review Commission (CRC)
- CRC consists of 7 members appointed by Mayor subject to approval by Council
- CRC Commissioners serve two-year terms

City Ordinance

- Prohibits city staff member from membership on commission
- Requires training for Commission
- Provides for city council liaisons to Commission
- Mandates number of meetings
- Provides for assistance by city staff



State Law

- Charters are amended by election of the voters
- City Council *may* on its own submit proposed charter amendments
- City Council must submit proposed charter amendments if supported by a petition meeting certain requirements
- Establishes notices a timing requirements
- Notices must contain anticipated fiscal impact estimate
- A proposed amendment cannot contain more than subject
- Ballot must allow separate votes on each amendment



Preliminary Actions

- Council may gather and ask CRC to review certain subjects or proposal and provide a recommendation/report to Council
- City Manager may collect comments from departments for possible amendment to charter
- Prepare a memorandum to CRC address Council and City Manager comments
- Establish a process to encourage public participation
- Ensure all CRC members have received recent training



Common Subject Matter addressed through Charter Provisions



Council Issues:

- Councilmember Terms of Office
- Councilmember Term limits
- Number of Councilmembers
- Revising at-large places to single-member districts
- Add another regular meeting requirement



Common Subject Matter addressed through Charter Provisions

Obligations and Responsibilities:

- Can include conflicts of interests stricter than state law
- Can provide additional ethics rules
- Can modify mayor/council/city manager duties



Common Subject Matter addressed through Charter Provisions

- Management issues
- Identify what positions are appointed by Council versus City Manager versus elected
- Regulate what appointments or terminations if any by city manager require Council consent
- Can provide for standing boards and commissions



- Provides less flexibility than reverting to state law by restricting full power of self government
- Exerts control over future governance (until overridden by subsequent election)
- May conflict in future with state law
- Granting powers to the extent permitted by state law, as amended, avoids necessity of charter amendments when legislature amends statutes or courts issue rulings changing the law

Consequences of Amendments Stricter Than State Law



Common Subject Matter addressed through Charter Provisions

- Adoption of law
- What number of council votes required to adopt an ordinance in circumstances of vacancies
- Standards to trigger initiatives, referenda and recalls
- Timing on recall



Requirements for the CRC

- Qualifications
- Standing committee v. specific period of time
- Requirement to provide report at certain time
- Removal of requirement to ensure compliance with Charter





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Questions?



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**MINUTES
WATAUGA CITY COUNCIL
REGULAR MEETING
MONDAY, MARCH 22, 2021
CITY HALL, COUNCIL CHAMBER, 7105 WHITLEY ROAD
6:30 PM**

CALL TO ORDER

The Regular Meeting of the City Council was called to order at 6:35 p.m.

ROLL CALL

The City Council of the City of Watauga, Texas convened with the following members present:

Mayor, Arthur Miner
Mayor Pro Tem/Place 2, Tom Snyder
Council Place 1, VACANT
Council Place 3, Lovie Downey
Council Place 4, Andrew Neal
Council Place 5, Juanita King
Council Place 6, Mark Taylor
Council Place 7, Jan Hill

and

Andrea Gardner, City Manager/City Secretary
Raquel Guajardo, Deputy City Secretary
Samantha Ortega, Records Clerk
Sandra Gibson, Finance Director
Brad Fraley, Chief Information Officer
Robert Parker, Chief of Police
George Hyde, City Attorney

with

Jackie Gonzalez, Weaver & Tidwell, LLC
Leah Reeves, Weaver & Tidwell, LLC

INVOCATION

Michael Gerald, Pastor of The River Church, provided the invocation.

PLEDGE OF ALLEGIANCE

Mayor Miner led the pledge to the flags.

ANNOUNCEMENTS

Mayor Miner announced Wal-Mart communicated that COVID 19 vaccinations are available by appointment by calling 833-886-0023. Mayor Miner also mentioned that per the weekly Tarrant County call, Watauga is behind on the number of vaccinated citizens.

PRESENTATIONS

- 1. Presentation of Proclamation in recognition of National Vietnam War Veterans Day.**

Mayor Miner read the proclamation recognizing National Vietnam War Veterans Day.

- 2. Presentation of awards for Police Department Employees related to a critical incident.**

Chief Parker provided comments regarding the June 22, 2020 traffic stop and presented awards to Officer Hetler, Officer Branson, Officer Pickett, Detective Letart, Officer Davis and Officer Tank-Holland.

- 3. Presentation by Margaret Somereve with Texas Coalition for Affordable Power to recognize the City of Watauga as a Founding Member of TCAP (20 years)**

Ms. Somereve read and provided details regarding the City's involvement in TCAP. Ms. Gardner accepted the award on behalf of the City of Watauga.

PUBLIC COMMENT

Mayor Miner called for Public Comment. Request to Speak forms were not received and there were no participants present requesting to speak.

PUBLIC TESTIMONY FOR ACTION ITEMS

Mayor Miner called for Public Testimony. Request to Speak forms were not received and there were no participants present requesting to speak.

CONSENT AGENDA

Mayor Miner read the following consent agenda items:

- 1. Consider action to approve the meeting minutes of the Council Workshop held March 8, 2021; Regular Council Meeting held March 8, 2021; and the Ribbon Cutting Ceremony held March 12, 2021.**
- 2. Consider action to approve the Monthly Financial Report for the period ending January 31, 2020**
- 3. Consider action to approve a resolution to revise the Fiscal Year 2020-21 Classification Plan for general government employees; providing for repeal; providing for severability; providing an effective date**
- 4. Consider action on a resolution authorizing the City of Watauga's continued participation with the Steering Committee of Cities served by Oncor and authorizing the payment of six cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company; Providing for Repeal; Providing for Severability; and Providing an Effective Date.**

- 5. Consider action on a Professional Services Agreement between the City of Watauga, Texas and Burgess & Niple, Inc. for the Master Drainage Plan in a form to be approved by the City Attorney**
- 6. Consider action to amend the Administrative Services Agreement between the WEDC and the City of Watauga**

Council Member Downey made a motion to approve the Consent Agenda Items to include the substituted March 8, 2021 meeting minutes. Mayor Pro Tem Snyder seconded the motion. Mayor Miner called for discussion and hearing none, called for the Council to vote. Motion carried 6-0-0-0.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill
Nays: None
Abstain: None
Absent: None

ACTION ITEMS

- 1. Discuss and consider action on a resolution to accept the Annual Audit and Single Audit for the period ending September 30, 2020; providing for repeal; providing for severability; and providing an effective date.**

Ms. Gibson presented a brief overview to Council and introduced Ms. Jackie Gonzalez and Ms. Leah Reeves, with Weaver & Tidwell, who reported an issuance of an unmodified opinion and that there were no material weaknesses or significant deficiencies. *(Presentation is attached to minutes)*

Council Member Taylor made a motion to accept the Audit Report for FY2019-20. Council Member Hill seconded the motion. Mayor Miner called for discussion and hearing none, called for the Council to vote. Motion carried 6-0-0-0.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill
Nays: None
Abstain: None
Absent: None

- 2. Discuss and consider action on an ordinance by the City Council of the City of Watauga, Texas amending chapters 22 and 12 of the City of Watauga, Texas Code of Ordinances; amending rules and regulations for occasional/garage and estate sales; amending fees associated therewith; providing for repeal; providing for severability; providing a penalty; and providing an effective date.**

Ms. Gibson provided a brief overview of the item to Council stating that garage sale permitting would be done online which would allow the fee to be reduced as the City will no longer provide signage.

Council Member Neal made a motion to approve the item as presented. Mayor Pro Tem Snyder seconded the motion. Mayor Miner called for discussion and hearing none, called for the Council to vote. Motion carried 6-0-0-0.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill

Nays: None

Abstain: None

Absent: None

3. Discuss and provide direction to the City Manager on regarding providing relief for local businesses and residents of Watauga due to higher water consumption and necessary repairs requiring a permit related to the winter storm of 2021

Ms. Gibson presented the item to Council and addressed all questions.

Regarding the Winter Average, the consensus of Council was to apply the normal process/calculation.

In regards to Water Adjustments, the direction of Council is as follows:

- Council Member Hill: Handle extreme cases up to 2x the normal adjustment
- Council Member Taylor: Expressed concern about forgiveness of charges because the City “ultimately the customers” will pay for the consumption.
- Council Member King: Case by case basis
- Council Member Neal: City staff to use discretion in issuing credits and raise ceiling to \$500 max
- Council Member Downey: Case by case basis and raise ceiling to \$500 max
- Mayor Pro Tem Snyder: Case by case basis and raise to \$500 max only based on those that contacted the City.

4. Discuss and consider action on a Print Management Solution from Xerox Business Solutions Southwest

Mr. Fraley presented the item to Council and addressed all questions.

Council Member Neal made a motion to approve the item as presented. Mayor Pro Tem Snyder seconded the motion. Mayor Miner called for further discussion and hearing none, called for the Council to vote. Motion carried 6-0-0-0.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill

Nays: None

Abstain: None

Absent: None

5. Discuss and consider action to cancel the May 10, 2021 Workshop and Regular City Council Meetings

Mayor Miner presented the item to Council stating that Ms. Gardner not be present at May 10, 2021 meeting as she is attending a conference in which a grant was received. Mayor Miner further stated that Ms. Gardner will be present for the canvass of votes tentatively scheduled May 6, 2021.

Council Member Taylor stated that the May 10th meeting should continue.

Council Member Downey stated her preference in having the City Manager/City

Secretary attend the meeting and therefore, the May 10th meeting should be canceled.

Council Member Neal commented that the meeting should be canceled as going forward without City Manager/City Secretary is not prudent.

Council Member Neal made a motion to approve the item as presented. Council Member King seconded the motion. Mayor Miner called for further discussion and hearing none, called for the Council to vote. Motion carried 5-1-0-0.

Ayes: Snyder, Downey, Neal, King, Hill

Nays: Taylor

Abstain: None

Absent: None

ITEMS FOR FUTURE AGENDAS

None requested.

EXECUTIVE SESSION

Mayor Miner recessed the Regular Meeting to convene in Executive Session at 8:04 p.m., to discuss the following items:

1. **Section 551.071 and 551.072, to deliberate, seek legal advice and direct City Administration regarding the sale or disposition of real property located at 6405 N. Stardust Watauga, TX**
2. **§ 551.071 and .074, to deliberate upon and seek necessary legal advice regarding the duties of, and annual performance evaluation of Andrea Gardner, City Manager**

RECONVENE

Mayor Miner reconvened the Regular Meeting in open session at 9:19 p.m.

ITEMS OF EXECUTIVE SESSION DELIBERATION

1. **Section 551.071 and 551.072, to deliberate, seek legal advice and direct City Administration regarding the sale or disposition of real property located at 6405 N. Stardust Watauga, TX**

Mayor Miner announced that no action was taken.

2. **§ 551.071 and .074, to deliberate upon and seek necessary legal advice regarding the duties of, and annual performance evaluation of Andrea Gardner, City Manager**

Mayor Miner called for a motion.

Council Member Downey made a motion to authorize the Mayor to execute the amended contract and accept the annual goals of the City Manager. Council Member Hill seconded the motion. Mayor Miner called for further discussion and hearing none, called for the Council to vote. Motion carried 6-0-0-0.

Ayes: Snyder, Downey, Neal, King, Taylor, Hill
Nays: None
Abstain: None
Absent: None

ADJOURNMENT

Mayor Miner adjourned the meeting at 11:01 p.m.

APPROVED: _____ this _____ day of _____, 2021

SIGNED: _____ this day of _____, 2021

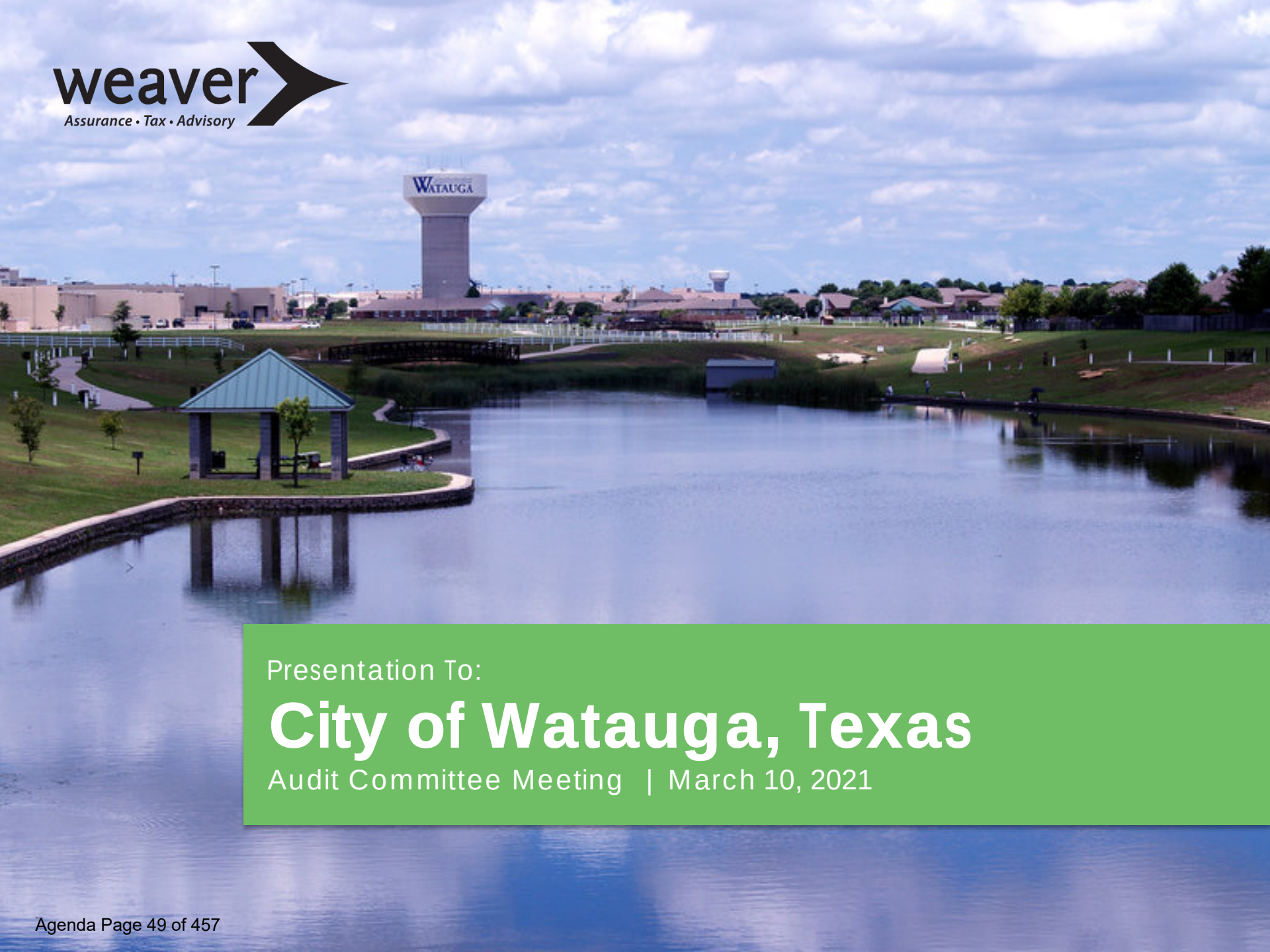
APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, City Secretary

NOTE: Original Audio and Video Recording of this meeting is preserved and maintained by the City Secretary's Office



Presentation To:

City of Watauga, Texas

Audit Committee Meeting | March 10, 2021

Overview

AGENDA

- ☐ Introductions
- ☐ Audit Process
- ☐ Audit Results and Communications
- ☐ Financial Highlights
- ☐ Questions



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- ▶ Financial services
- ▶ Financial institutions
- ▶ Oil and gas
- ▶ Healthcare
- ▶ Manufacturing and distribution
- ▶ Oilfield services
- ▶ Renewable energy

Services

Advisory Services

- ▶ Risk advisory services
- ▶ IT advisory services
- ▶ Transaction advisory services
- ▶ Forensic and litigation services

Assurance Services

- ▶ Audit, review and compilation
- ▶ Agreed-upon procedures
- ▶ Employee benefit plan audit
- ▶ SOC reporting
- ▶ Attestation services
- ▶ IFRS assessment and conversion

Tax Services

- ▶ Federal tax
- ▶ State and local tax
- ▶ International tax
- ▶ Private client services



35

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INTRODUCTIONS

TODAY'S SPEAKERS



Jackie Gonzalez, CPA | Partner, Government/Not for Profit Services

- ▶ Audit engagement partner
- ▶ 16 years of experience
- ▶ Member, GFOA Special Review Committee
- ▶ Practice emphasis in auditing and consulting for cities, school districts, counties and nonprofit organizations

Leah Reeves, CPA, | Manager, Assurance Services

- ▶ Audit manager
- ▶ 7 years of experience
- ▶ Practice emphasis in auditing municipalities and school districts

THERE WHEN YOU NEED US.

Remember: Weaver is your auditor all year; we are always available to answer routine questions.



Engagement Team

OUR TEAM TO SERVE YOU



Jackie Gonzalez, CPA

Engagement Partner

Leah Reeves, CPA

Manager

Flo Soto, CPA

Senior Associate III

Audit Associates and Other Supporting Staff Members



Audit Process

Communications





AUDIT RESULTS AND COMMUNICATIONS

Audit Results:

FINANCIAL STATEMENTS



Type of Report Issued:	UNMODIFIED
Internal control over financial reporting:	
Any material weakness(es) identified?	NO
Any significant deficiencies that are not material weaknesses?	NONE REPORTED
Any noted noncompliance material to financial statements?	NO

Audit Results:

FEDERAL AWARDS



Type of Report Issued, Compliance for Major Programs:	UNMODIFIED
Internal control over major programs:	
Any material weakness(es) identified?	NO
Any significant deficiencies that are not material weaknesses?	NONE REPORTED
Any audit findings required to be reported under 2 CFR 200.516(a)?	NO

Major Programs: Coronavirus Relief Fund (21.019)

Audit Results

Additional procedures performed in response to identified risks

- Payroll analysis
 - Reviewed payroll register and employee listing, in order to identify irregularities in pay rates, pay compared to budget, unexpected number of payment.
- Cash disbursement analysis
 - 100% review of the City's disbursement register for the year ended September 30, 2020. We analyzed for gaps in sequence, duplicate payments to vendors, payments to vendors that appeared unrelated to business purposes or that represented an improper payment to an employee. No exceptions noted.

Audit Results

Additional procedures performed in response to identified risks

- Major Program Analysis
 - In addition to detailed transaction testing, we also performed analysis on the composition of costs to the major program, reviewed the types of disbursements, allocation of costs among vendors and consistency in pay among those charged to the individual grants. All costs charged to the program were consistent with expectations.

MAJOR PROGRAM COMPOSITION OF COST:

Coronavirus Relief Fund

Payroll costs	86%
Professional and contracted services	<u>14%</u>
Total	100%

FINANCIAL HIGHLIGHTS



Statement of Net Position — Total Primary Government



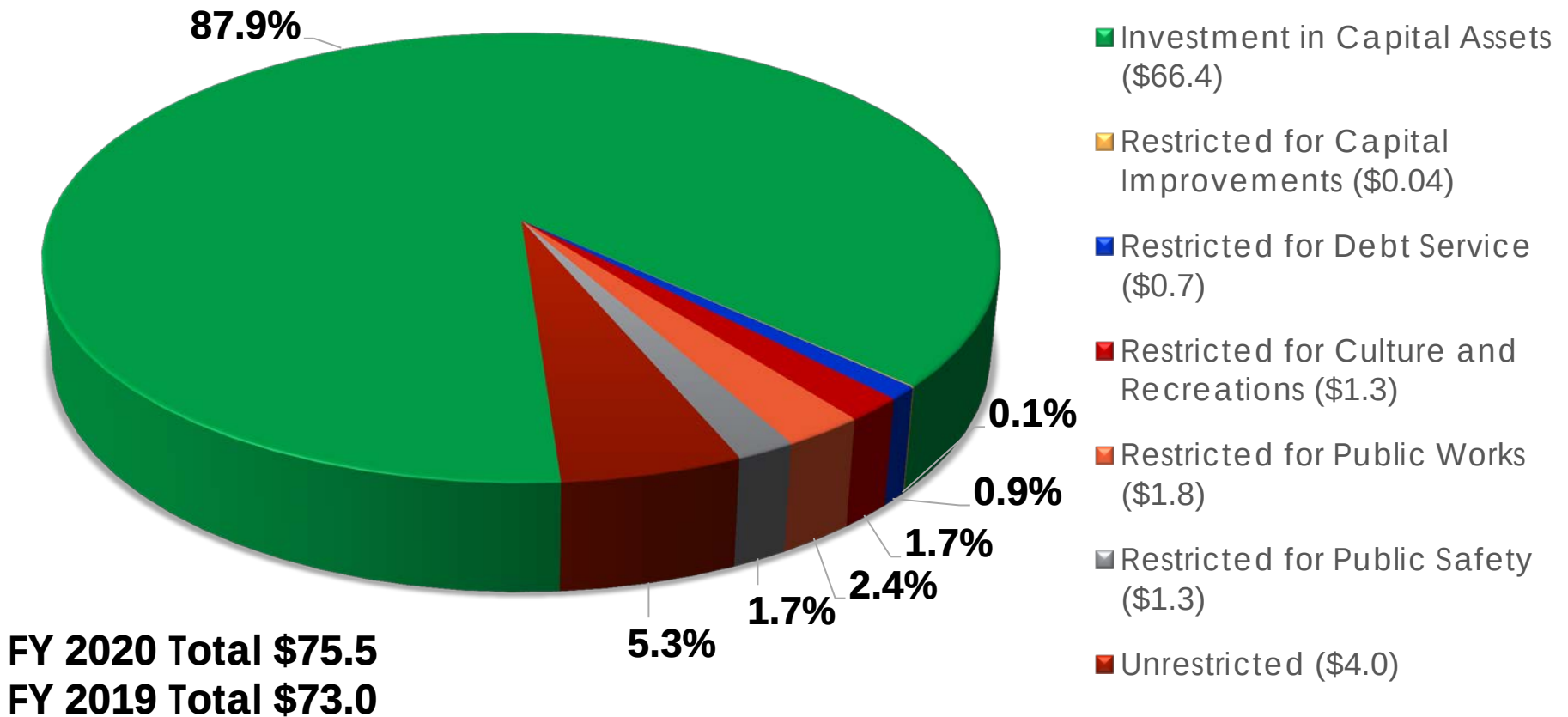
Total Primary Government (Governmental and Business-type)	As of September 30, 2020	As of September 30, 2019
Cash and Investments	\$42,565,975	\$43,834,782
Receivables/Other	3,663,421	3,675,405
Capital Assets, Net	86,271,976	81,033,052
Total Assets	\$132,501,372	\$128,543,239
Total Deferred Outflows of Resources	\$1,723,006	\$5,003,325
Current Liabilities	\$3,839,980	\$3,255,300
Long-term Debt	53,107,883	55,374,657
Total Liabilities	\$56,947,863	\$58,629,957
Total Deferred Inflows of Resources	\$1,732,820	\$1,917,156
Net Position	\$75,543,695	\$72,999,451

Components of Net Position — Total Primary Government



Total Primary Government (Governmental and Business-type)	As of September 30, 2020	As of September 30, 2019
Net investment in capital assets	\$66,398,047	\$63,058,514
Restricted for:		
Capital improvements	38,835	244,179
Debt service	694,060	596,493
Culture and recreation	1,290,549	922,784
Public works	1,819,814	1,483,538
Public safety	1,315,226	1,532,213
Unrestricted	3,987,164	5,161,730
Total	\$75,543,695	\$72,999,451

Components of Net Position — Total Primary Government (in millions)

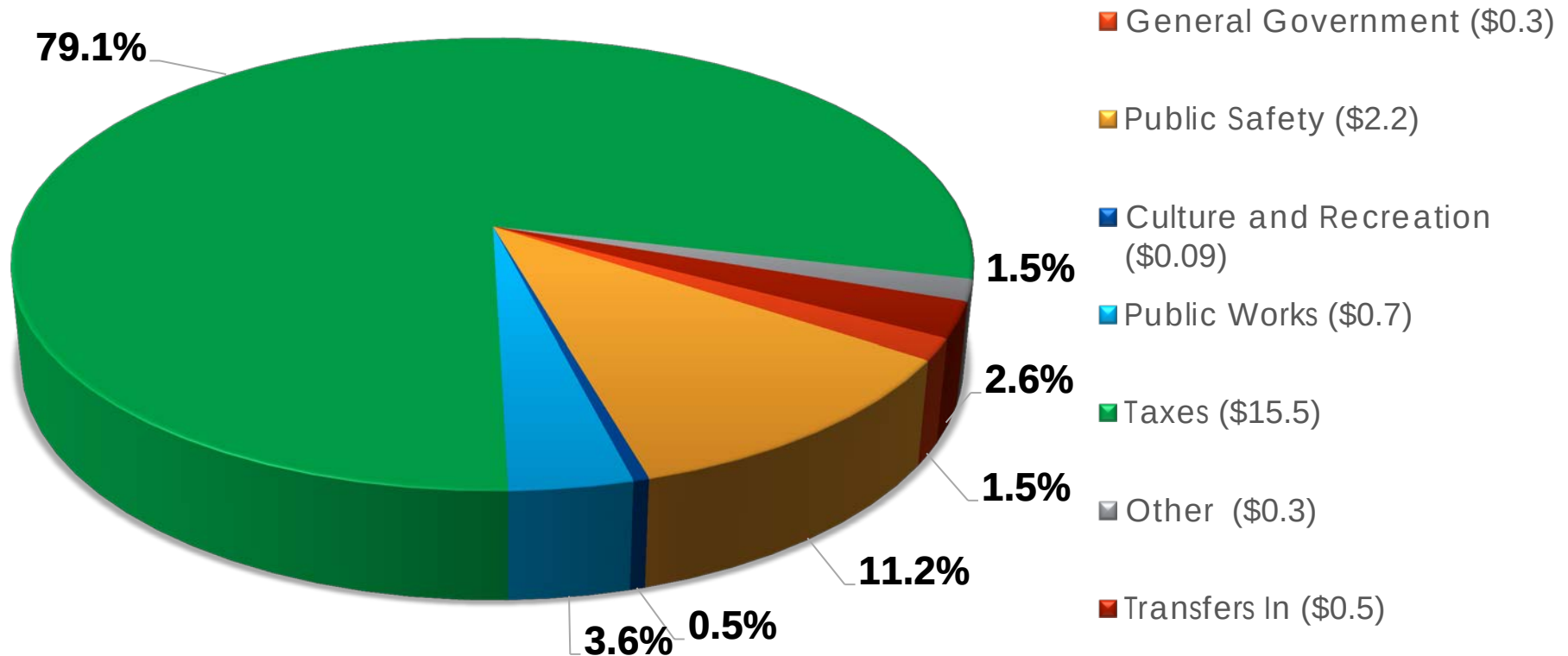


Statement of Activities — Governmental Activities



Governmental Activities – Revenues and Transfers	As of September 30, 2020	As of September 30, 2019
General Government	\$346,301	\$189,931
Public Safety	2,200,588	1,877,057
Culture and Recreation	90,020	258,718
Public Works	686,961	654,129
Taxes	16,051,947	15,554,810
Interest	274,370	589,104
Other	12,968	55,275
Transfers in	503,500	576,586
Total revenues and transfers	\$20,166,655	\$19,755,610

Revenue — Governmental Activities (in millions)



FY 2020 Total \$20.2

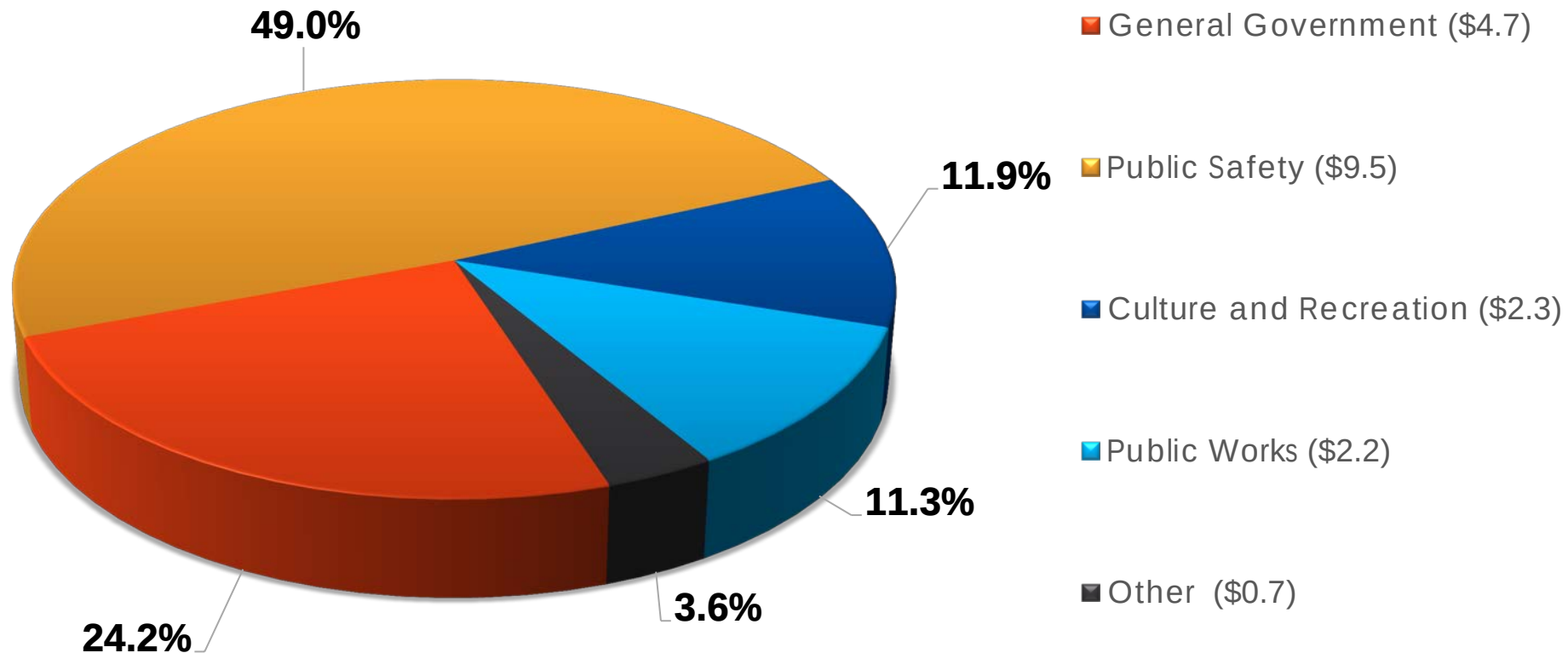
FY 2019 Total \$19.8

Statement of Activities — Governmental Activities



Governmental Activities – Expenses and Change in Net Position	As of September 30, 2020	As of September 30, 2019
General Government	\$4,652,993	\$4,985,534
Public Safety	9,534,209	9,178,932
Culture and Recreation	2,262,568	2,767,462
Public Works	2,156,500	2,348,520
Interest on long-term debt	692,493	562,654
Total expenses	\$19,298,763	\$19,843,102
Change in net position	\$867,892	\$(87,492)

Expenditures — Governmental Activities (in millions)



FY 2020 - \$19.3

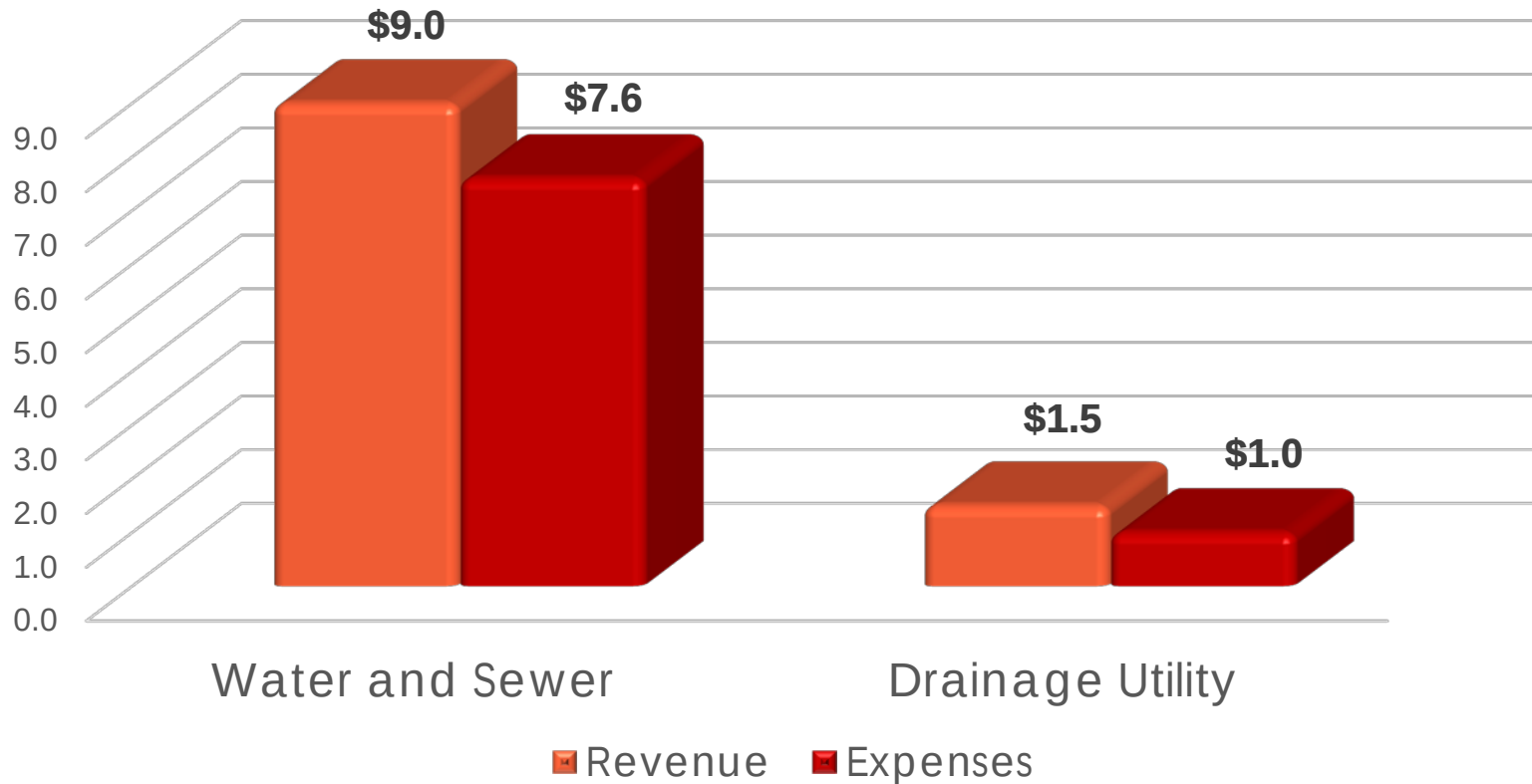
FY 2019 - \$19.8

Statement of Activities — Business-type Activities



Business-type Activities – Revenues, Expenses, Transfers Out and Change in Net Position	As of September 30, 2020	As of September 30, 2019
Revenue		
Water and sewer	\$9,031,436	\$8,222,931
Drainage utility	1,471,937	1,470,182
Interest	305,578	353,387
Other	35,000	2,525
Total Revenue	\$10,843,951	\$10,049,025
Expenses		
Water and sewer	7,638,966	8,220,965
Drainage utility	1,025,133	1,066,306
Total Expenses	\$8,664,099	\$9,287,271
Transfers out	\$503,500	\$576,586
Change in net position	\$1,676,352	\$185,168

Revenue and Expenditures – Business-Type Activities

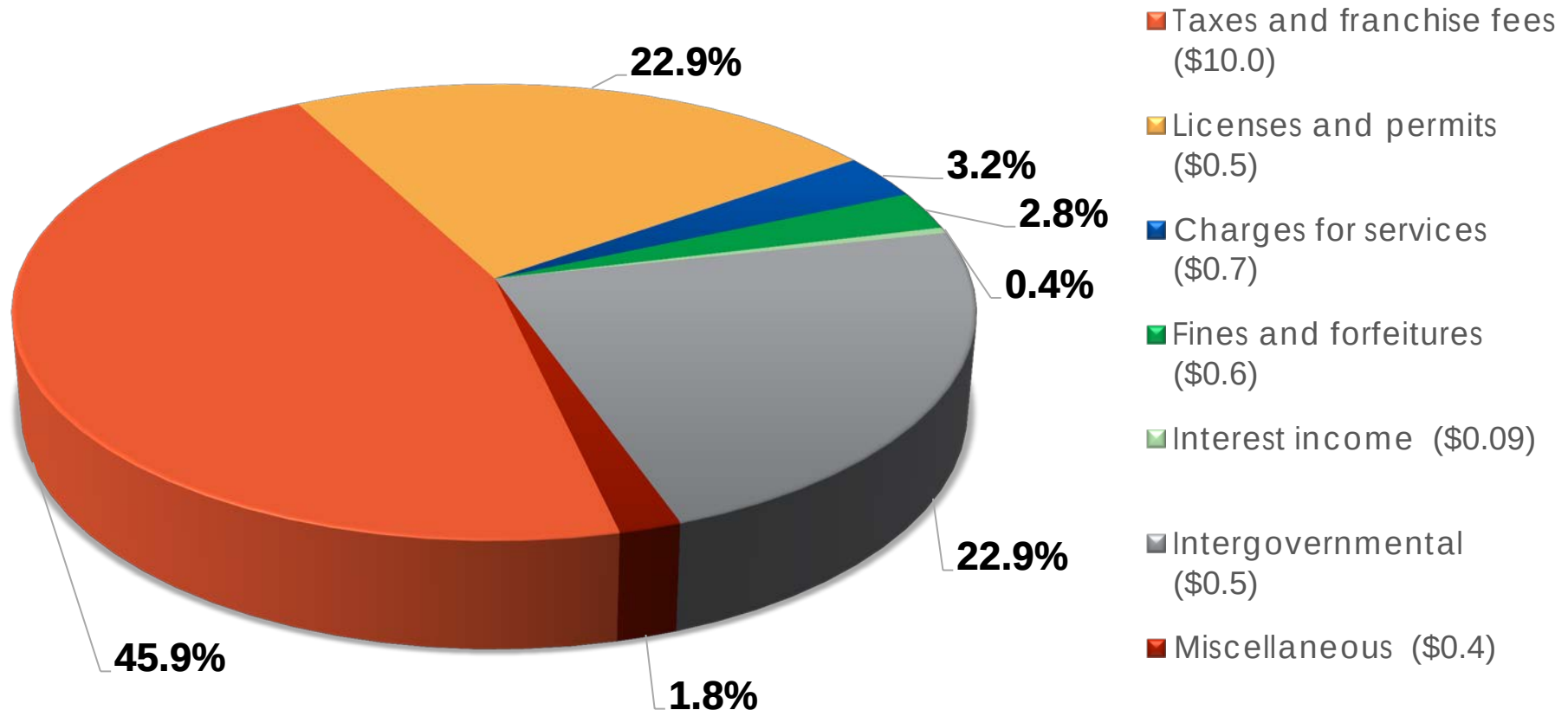


Statement of Revenues, Expenditures and Changes in Fund Balances — General Fund



General Fund	As of September 30, 2020	As of September 30, 2019
Taxes and franchise fees	\$9,980,326	\$9,670,695
Licenses and permits	504,024	467,767
Charges for services	724,789	741,687
Fines and forfeitures	560,003	476,291
Interest income	85,585	106,381
Intergovernmental	503,500	479,086
Miscellaneous	441,789	318,859
Total Revenues	\$12,797,016	\$12,260,736

Revenue — General Fund (in millions)



FY 2020 Total \$12.8

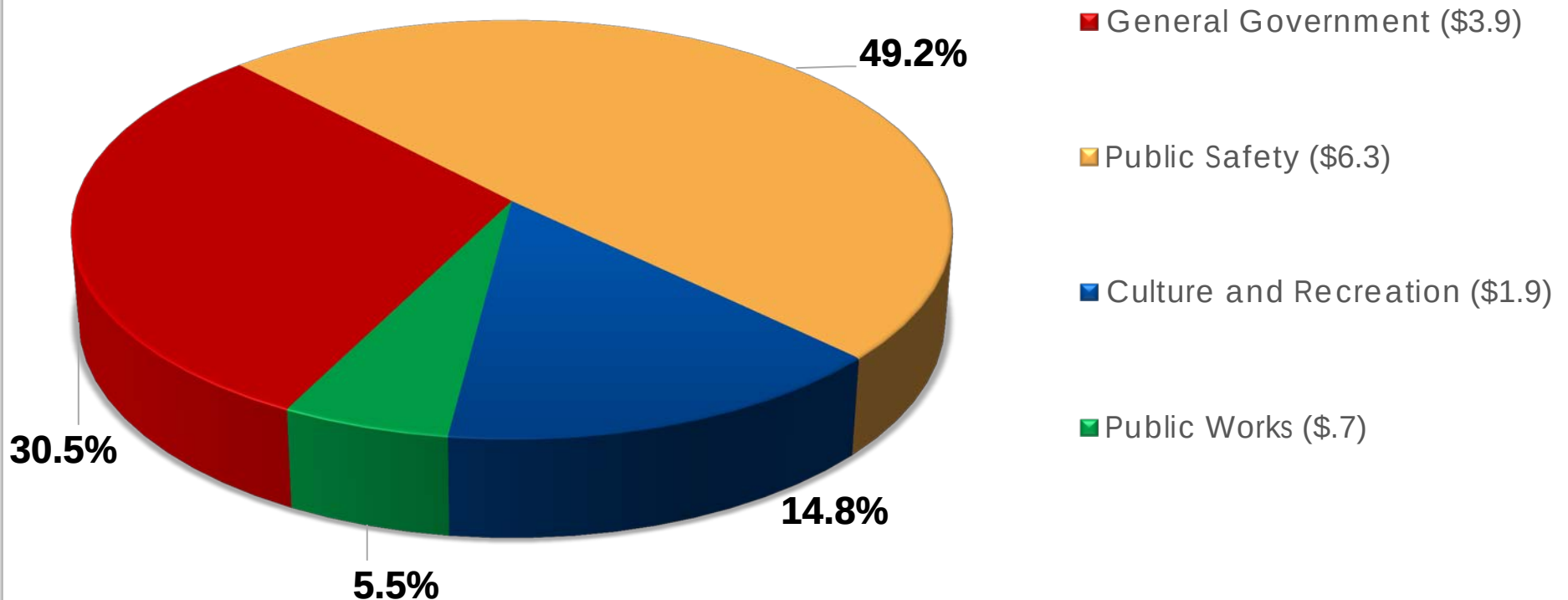
FY 2019 Total \$12.3

Statement of Revenues, Expenditures and Changes in Fund Balances — General Fund



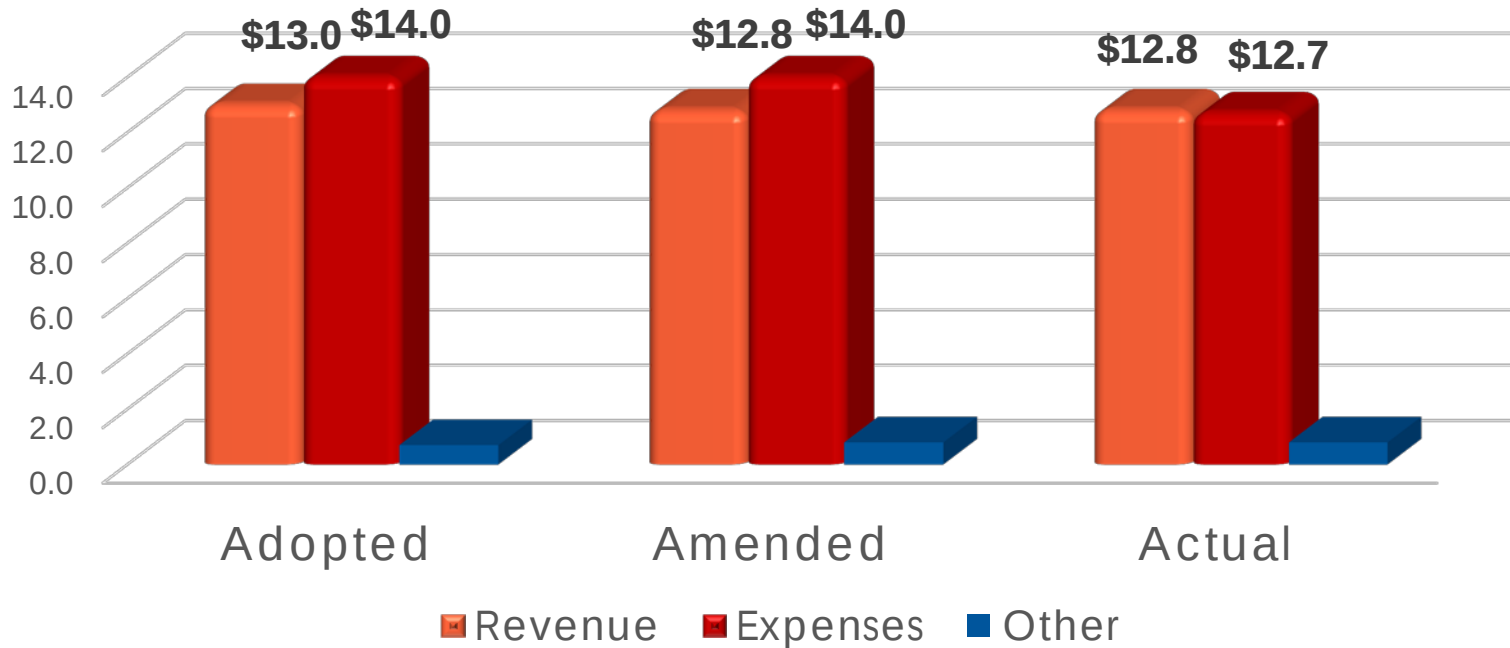
General Fund	As of September 30, 2020	As of September 30, 2019
General Government	\$3,879,180	\$4,037,569
Public Safety	6,261,178	6,429,667
Culture and Recreation	1,865,450	1,669,807
Public Works	665,640	773,897
Total expenditures	\$12,691,285	\$12,910,940

Expenditures — General Fund (in millions)



FY 2020 - \$12.7
FY 2019 - \$12.9

Budget to Actual — General Fund (in millions)



- ▶ Actual revenues of \$12.8M were less than budgeted amounts by \$2K
- ▶ Actual expenditures of \$12.7M were less than budgeted expenditures by \$1.4M
- ▶ Expenditures exceeded revenues and net other financing uses by \$0.1M
- ▶ Ending fund balance for FY 2020 totaled \$5.3M
- ▶ Unassigned fund balance \$5.3M, which is 39.7% of FY 2021 budgeted expenditures (\$13.4M)

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COVID-19 Resilience & Recovery Resource Center

<https://weaver.com/services/resilience-and-recovery-resources>



QUESTIONS?

Jackie Gonzalez, CPA

Partner, Assurance Services

817.882.7758

jackie.gonzalez@weaver.com

Leah Reeves, CPA

Manager, Assurance Services

817.882.7365

leah.reeves@weaver.com

**MINUTES
WATAUGA CITY COUNCIL
ECONOMIC DEVELOPMENT TRAINING
CITY HALL COUNCIL CHAMBERS
7105 WHITLEY ROAD, WATAUGA, TX 76148
MARCH 29, 2021
6:30 PM**

The following members of the Watauga City Council attended an Economic Development Training provided by Texas A&M Engineering Extension Services on March 29, 2021, at 6:30 p.m.:

Arthur Miner
Tom Snyder
Lovie Downey
Andrew Neal
Mark Taylor
Jan Hill

Mayor
Mayor Pro Tem/Council Member Place 2
Council Member Place 3
Council Member Place 4
Council Member Place 6
Council Member Place 7

and

Andrea Gardner

City Manager/City Secretary

There was no discussion or debate by the members present and no action was taken on any City business at this training.

APPROVED: _____ this the _____ day of _____, 2021

SIGNED: _____ this the _____ day of _____, 2021

APPROVED:

Arthur L. Miner, Mayor

ATTEST:

Andrea Gardner, City Secretary



AGENDA MEMORANDUM

DATE: March 24, 2021
TO: Honorable City Council Members
FROM: Sandra Gibson, Director of Finance
THROUGH: Andrea Gardner, City Manager
SUBJECT: Consider action to approve the Monthly Financial Report for the period ending February 28, 2021

BACKGROUND/INFORMATION:

The Monthly Financial Report for the period ending February 28, 2021 is attached for Council review and approval.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

Staff recommends Council review and approve the Monthly Financial Report for the period ending February 28, 2021.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Council Report - February 2021 to Council April 12, 2021 sg

REVIEWED BY:

Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 4/1/2021
Final Approval - 4/5/2021



Monthly Financial Report Fiscal 2020-2021

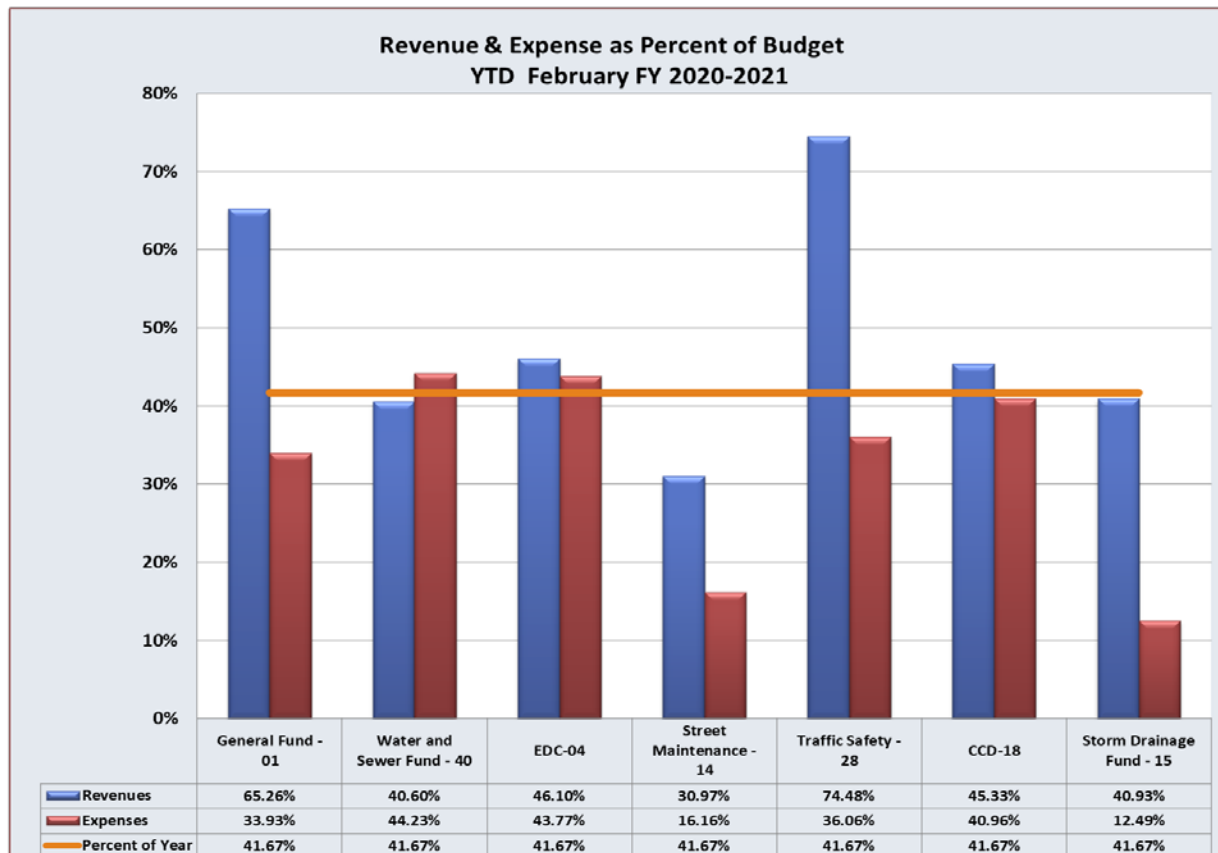
For the period ending February 28, 2021

Sales Tax

The City's sales tax receipts from the State Comptroller will be distributed on April 9, 2021 and was not available at the time of this report. A comparison of February 2021 sales tax receipts for Watauga and surrounding cities will be provided once the sales tax information is received from the Comptroller's Office.

Financial Highlights

The City is 41.7% through the fiscal year 2020-2021. Revenue and expenses are reflected in the chart below and details of each fund's revenues and expenditures are attached. Also attached is a Departmental Consolidated Budget Report that shows expenditures for departments across all funds. For example, the Police Department budget and expenditures are combined for the three funds in which expenditures are reported (General Fund, Crime Control, and Traffic Safety fund). The Consolidated Departmental Budget Report does not include capital outlay or debt service expenditures.



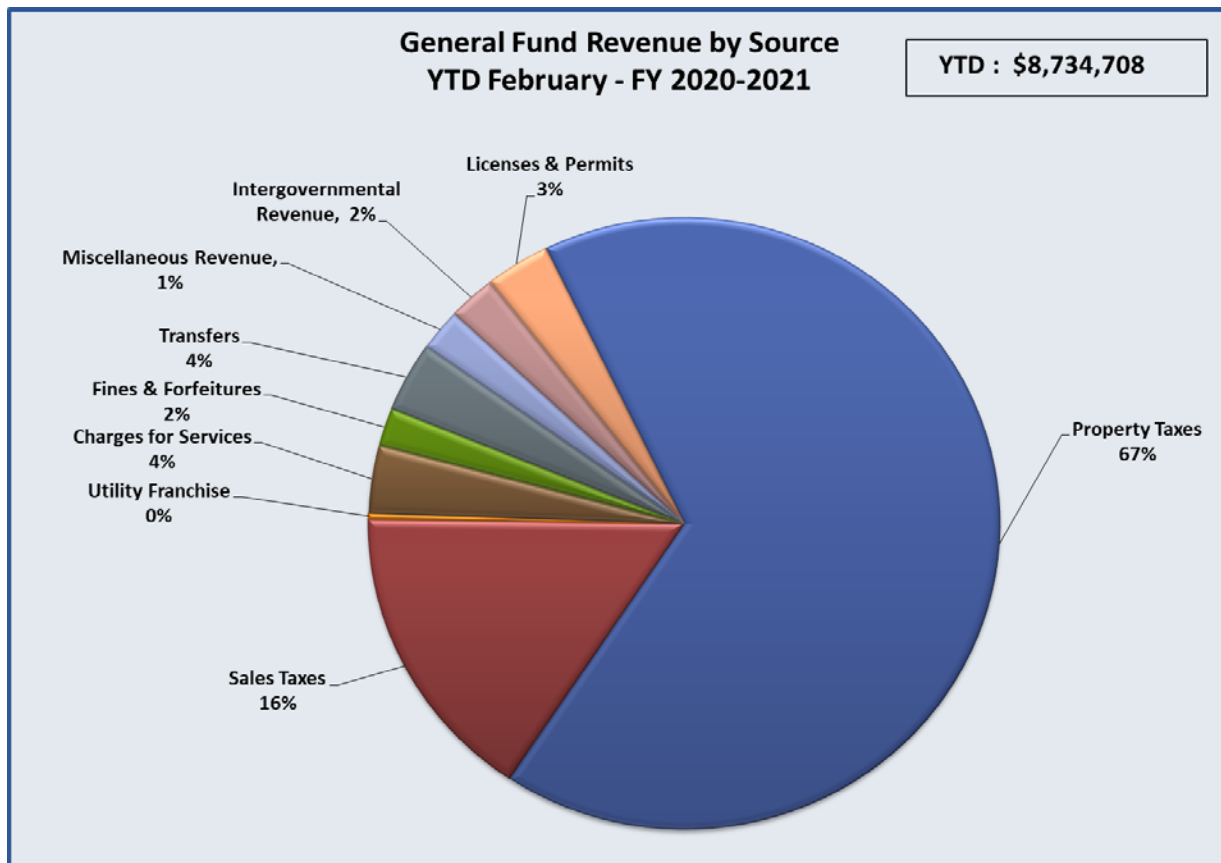
General Fund

Revenues – Year-to-date revenues represent 65.3% of budget collected, or \$8,734,708.

Property Tax – As of February 28, 2021, the City has received 94.7% of budgeted property taxes. Receipts are in line with expectations at this time. The majority of property tax revenues are received in December and January.

Utility Franchise Revenue - The majority of franchise receipts are received on a quarterly basis. The City has received \$30,744 or 3.6% in budgeted franchise fee revenues through February 2021.

Licenses and Permits - License and permit fees are at 54.6% of budget collected; an increase of \$67,155 over prior year. This increase is largely due to permits relating to the Whitley Road Elementary construction project.



Charges for Services - Charges for Services revenues are at 42% of budget collected. Charges for services include recreation fees, ambulance services, garbage collection fees and animal adoption fees. For the month of February, this revenue category is up \$11,677 or 21% in comparison to the same period of prior year.

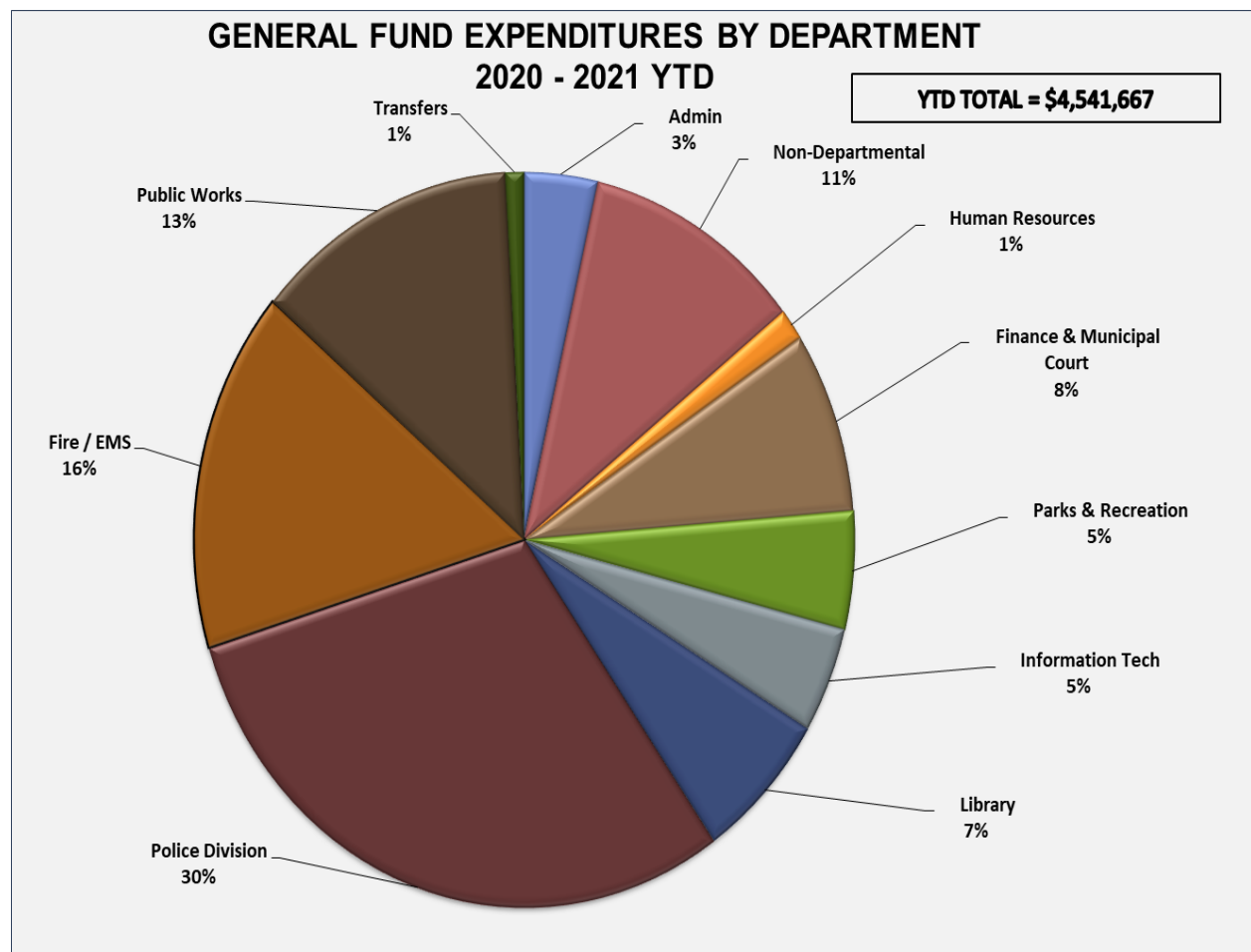
Fines and Forfeitures - Fines and Forfeitures are at 33.8% of budget which is \$97,410 or 35.8% lower than last year's collections. Due to the pandemic and impact on court operations, court collections are expected to remain lower this fiscal year. Adjudication

of cases will move at a slower pace due to the limitations of cases that can be scheduled and cleared during virtual court sessions.

Miscellaneous Revenue - Miscellaneous revenues include interest earnings, rental of recreational facilities, bingo, and other revenue. These receipts total \$193,339 which is 50.2% of budgeted revenues. For this category, interest income is expected to be lower than prior year due to the decline in interest yield in the City's investment and money market accounts.

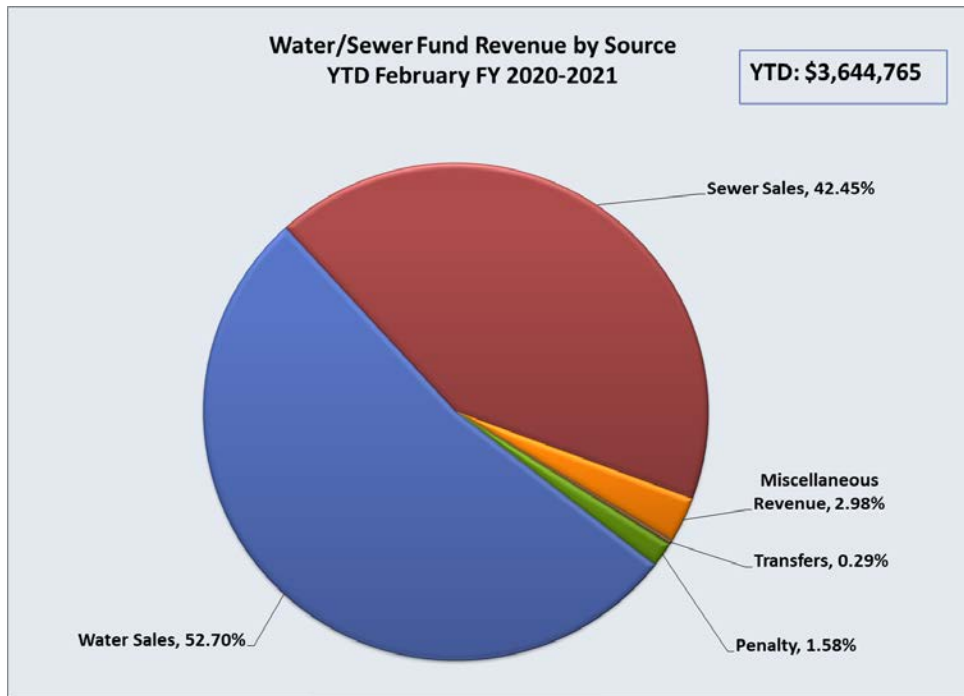
Intergovernmental Revenue and Transfers - Intergovernmental Revenue include transfers from other funds for services the general fund provides and payments in lieu of taxes from the enterprise funds. Currently these revenues are on target with intergovernmental at 42.4% of budget and Transfers at 42.2% of budget.

Expenses - General fund expenses are at 33.9% of budget expended and total \$4,541,667. Expenditures are 17.7% lower in comparison to the prior year. This is due to the reduced budgeted expenditures in various categories for the 2020-2021 fiscal year as well as reimbursement of pandemic related expenses provided by the CARES Act grant funds. These grant expenditures are recorded in a separate fund and have provided significant relief to the general fund this fiscal year. General fund expenditures by department are shown below.



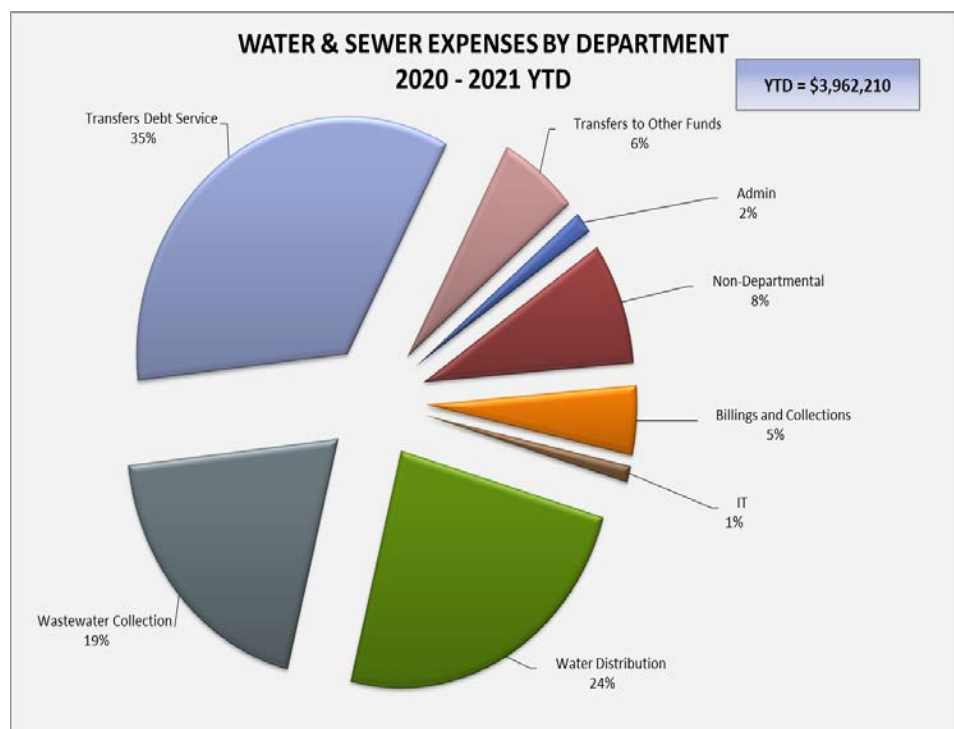
Water and Sewer Fund

Water and sewer revenues are 1.07% below target and are currently at 40.6% of budgeted revenues through February 2021. Water sales are at 40.7% of budgeted revenues and Sewer revenues are at 41.2% of budget. Water consumption varies due to seasonal fluctuations. Revenues are \$131,928 lower than prior year through February 2021.



Miscellaneous Sales - Miscellaneous sales include penalty revenue, EPA revenue, service charges, returned check fees, and damaged/ tampering fees. This category of revenue is at 45% of budget collected.

Expenses – Year-to-date expenses in the Water/Sewer fund are currently at 44.2% of budget expended and total \$3,962,210. Transfers to debt service are at 74% of budget due for payments paid in February 2021 which make up a significant portion of expenses. Wastewater expenditures are down \$221,365 or 22.4% from last year.



Storm Drain Fund – Storm drain revenues are in line with expectations but are slightly lower than FY2019-20 due to a decline in interest income this year. Revenues represent 41% of budget collected. Expenses are at 12.5% of budget in this fund through February 2021. Capital projects budgeted in FY2020-2021 include Whitley Road and other storm drain improvements, of which expenditures total \$391,983 through February 2021.

Special Revenue Funds - In the **Street Maintenance Fund**, revenues are 31% of budget collected and expenses are at 16.2% of budget. Significant revenue impacts are realized due to the ¼ cent reduction of sales tax for this fund effective January 1, 2021. Projects will still be funded using the fund balance reserves for this fund. A budget adjustment for decreased revenues will be presented for Council consideration at a future council meeting. The **Crime Control and Prevention District** has collected 45.3% of total revenues and is at 41% of budget expended. The **Economic Development Corporation Fund** has collected 48.7% of sales tax revenues and is at 46.1% of budget expended through February 2021. The **Traffic Safety Fund** will not collect any revenues due to the photographic enforcement program discontinuation by HB1631. This fiscal year the remaining fund balance is expected to be expended and traffic personnel will need to be budgeted in the general fund in future years. Through February, expenditures are at 36% or \$126,173 of budget.

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending February 28, 2021 (2nd FY Qtr.)

GENERAL FUND - 01

	ORIGINAL BUDGET	2/28/2021 YTD ACTUAL	% USED	% REMAINING	2/28/2020 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
TAXES							
AD VALOREM	6,108,000	5,781,584	94.66%	5.34%	5,689,736	91,849	1.61%
Delinquent	26,000	20,230	77.81%	22.19%	26,801	(6,571)	-24.52%
Penalty & Interest	27,500	11,584	42.13%	57.87%	15,552	(3,967)	-25.51%
SALES TAX	2,920,000	1,385,878	47.46%	52.54%	1,273,703	112,175	8.81%
UTILITY FRANCHISE	862,000	30,744	3.57%	96.43%	61,391	(30,646)	-49.92%
LICENSES & PERMITS	531,000	289,815	54.58%	45.42%	222,660	67,155	30.16%
INTERGOVERNMENTAL REVENUE	502,600	212,972	42.37%	57.63%	218,783	(5,811)	-2.66%
CHARGES FOR SERVICES	740,500	311,566	42.08%	57.92%	292,021	19,544	6.69%
FINES & FORFEITURES	515,900	174,337	33.79%	66.21%	271,747	(97,410)	-35.85%
MISCELLANEOUS INCOME	384,900	193,339	50.23%	49.77%	120,590	72,749	60.33%
OPERATING TRANSFERS IN	765,281	322,658	42.16%	57.84%	312,099	10,559	3.38%
TOTAL REVENUE	\$13,383,681	\$8,734,708	65.26%	34.74%	\$8,505,082	\$229,626	2.70%
ADMINISTRATION	492,977	163,506	33.17%	66.83%	28,768	134,738	468.35%
HUMAN RESOURCES	182,169	63,979	35.12%	64.88%	63,448	531	0.84%
BUILDINGS - PW	834,740	277,315	33.22%	66.78%	282,687	(5,372)	-1.90%
FINANCE	500,247	217,617	43.50%	56.50%	238,999	(21,382)	-8.95%
MUNICIPAL COURT - FIN	401,730	145,014	36.10%	63.90%	177,422	(32,409)	-18.27%
DEVELOPMENTAL SERVICES - PW	237,745	89,287	37.56%	62.44%	81,534	7,753	9.51%
LIBRARY	882,480	302,936	34.33%	65.67%	318,069	(15,132)	-4.76%
PARKS AND RECREATION	882,505	234,943	26.62%	73.38%	85,054	149,888	176.23%
POLICE	4,054,124	1,361,126	33.57%	66.43%	1,610,304	(249,177)	-15.47%
FIRE/EMS	2,644,602	724,468	27.39%	72.61%	1,008,288	(283,820)	-28.15%
PUBLIC WORKS - STREETS	434,632	141,885	32.64%	67.36%	196,172	(54,287)	-27.67%
FLEET MANAGEMENT - PW	204,900	76,960	37.56%	62.44%	86,397	(9,437)	-10.92%
NON-DEPARTMENTAL	1,129,810	488,740	43.26%	56.74%	642,503	(153,763)	-23.93%
INFORMATION TECHNOLOGY	402,909	212,226	52.67%	47.33%	202,103	10,122	5.01%
ECONOMIC DEVELOPMENT	-	-	0.00%	100.00%	-	0	#DIV/0!
TRANSFERS TO OTHER FUNDS	100,000	41,667	41.67%	58.33%	5,208	36,458	700.00%
TOTAL EXPENDITURES	13,385,570	4,541,667	33.93%	66.07%	5,519,280	(\$977,613)	-17.71%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$1,889)	\$4,193,041			\$2,985,802	\$1,207,239	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending February 28, 2021 (2nd FY Qtr.)

DEBT SERVICE FUND - 03

	CURRENT BUDGET	2/28/2021 YTD ACTUAL	% USED	% REMAINING	2/28/2020 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
TAXES							
AD VALOREM	2,720,000	2,592,981	95.33%	4.67%	2,447,790	\$145,190	5.93%
Delinquent	12,000	8,703	72.53%	27.47%	11,543	(\$2,840)	-24.60%
Penalty & Interest	10,000	4,193	41.93%	58.07%	5,744	(\$1,550)	-26.99%
INTEREST EARNINGS	5,000	740	14.80%	85.20%	8,643	(\$7,903)	-91.44%
OTHER FINANCING SOURCES	-	0	-	-	0	\$0	-
OPERATING TRANSFERS IN	157,503	65,626	41.67%	58.33%	41,741	\$23,885	57.22%
TOTAL REVENUE	\$2,904,503	\$2,672,243	92.00%	8.00%	\$2,515,461	\$156,782	6.23%
 Contractual & Sundry	 2,957,206	 2,677,508	 90.54%	 9.46%	 2,013,758	 \$663,749	 0.00%
TOTAL EXPENDITURES	2,957,206	2,677,508	90.54%	9.46%	2,013,758	\$663,749	0.00%
 EXCESS REVENUE OVER (UNDER) EXPENDITURES	 (\$52,702.50)	 (\$5,265)			 \$501,702	 (\$506,967)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending February 28, 2021 (2nd FY Qtr.)

WATER & SEWER - 40

	CURRENT BUDGET	2/28/2021 YTD ACTUAL	% USED	% REMAINING	2/28/2020 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
WATER SALES	4,745,000	1,931,299	40.70%	59.30%	2,017,536	(86,238)	-4.27%
SEWER SALES	3,780,000	1,555,627	41.15%	58.85%	1,565,945	(10,318)	-0.66%
MISCELLANEOUS	236,000	106,156	44.98%	55.02%	110,972	(4,816)	-4.34%
PENALTY	205,000	58,017	28.30%	71.70%	70,774	(12,757)	-18.03%
INTEREST	30,000	1,915	6.38%	93.62%	8,168	(6,253)	-76.55%
TRANSFERS	30,000	10,701	35.67%	64.33%	23,247	(12,547)	0.00%
TAP FEES	-	1,050	-	-	50	1,000	0.00%
SALE OF ASSETS	-	-	-	-	-	-	-
TOTAL REVENUE	\$9,026,000	\$3,664,765	40.60%	59.40%	\$3,796,693	(\$131,928)	-3.47%
ADMINISTRATIVE	153,750	58,973	38.36%	61.64%	61,221	(2,248)	-3.67%
NON-DEPARTMENTAL	706,830	329,789	46.66%	53.34%	323,963	5,826	1.80%
BILLING & COLLECTIONS	524,860	186,530	35.54%	64.46%	202,791	(16,261)	-8.02%
MGT. INFO SYSTEMS	95,080	44,752	47.07%	52.93%	33,442	11,310	33.82%
WATER DISTRIBUTION	2,860,390	963,625	33.69%	66.31%	1,104,389	(140,764)	-12.75%
WASTEWATER COLLECTION	2,439,017	766,868	31.44%	68.56%	988,233	(221,365)	-22.40%
TRANSFERS	2,178,000	1,611,673	74.00%	26.00%	1,547,747	63,926	4.13%
TOTAL EXPENDITURES	8,957,927	3,962,210	44.23%	55.77%	4,261,786	(\$299,576)	-7.03%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$68,073	(\$297,445)			(\$465,092)	\$167,647	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending February 28, 2021 (2nd FY Qtr.)

WATAUGA ECONOMIC DEVELOPMENT CORP - 04

REVENUE:	CURRENT BUDGET	2/28/2021 YTD ACTUAL	% USED	% REMAINING	2/28/2020 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
SALES TAX	705,000	343,413	48.71%	51.29%	314,925	28,488	9.05%
INTEREST EARNINGS	5,000	433	8.66%	91.34%	2,400	(1,967)	-81.96%
INTEREST/ESCROW	-	-	-	-	-	0	-
CONTRIBUTIONS/OTHER	35,800	-	-	-	-	0	-
TOTAL REVENUE	\$745,800	\$343,846	46.10%	53.90%	\$317,326	26,520	8.36%
PERSONNEL SERVICES	-	(2,882)	0.00%	0.00%	-	(2,882)	#DIV/0!
NON-DEPARTMENTAL	-	-	0.00%	0.00%	-	-	0.00%
SUPPLIES	1,085	608	56.05%	43.95%	291	317	109.18%
MAINTENANCE	-	-	0.00%	0.00%	-	-	0.00%
CONTRACTUAL & SUNDRY	117,875	59,481	50.46%	49.54%	43,547	15,934	36.59%
TRANSFERS	379,784	162,202	42.71%	57.29%	122,596	39,606	32.31%
CAPITAL OUTLAY	2,500	-	0.00%	100.00%	-	-	0.00%
TOTAL EXPENDITURES	501,244	219,409	43.77%	56.23%	\$ 166,434	52,975	31.83%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	\$244,556	\$124,438			\$150,892	(\$26,455)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending February 28, 2021 (2nd FY Qtr.)

STREET MAINTENANCE FUND - 14

	CURRENT BUDGET	2/28/2021 YTD ACTUAL	% USED	% REMAINING	2/28/2020 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
SALES TAX	708,000	220,958	31.21%	68.79%	314,925	(93,968)	-29.8%
INTEREST EARNINGS	8,000	799	0.00%	100.00%	5,538	(4,739)	-85.6%
INTEREST/ESCROW	-	-	-	-	-	-	-
CONTRIBUTIONS/OTHER	-	-	-	-	-	-	-
TOTAL REVENUE	\$716,000	\$221,757	31.21%	168.79%	320,463	(\$98,707)	-30.80%
MAINTENANCE	100,000	5,050	5.05%	94.95%	14,826	(9,776)	0.0%
CONTRACTUAL & SUNDRY	8,000	265	3.31%	96.69%	775	(510)	0.0%
CAPITAL OUTLAY	800,000	62,405	7.80%	92.20%	-	-	0.0%
TOTAL EXPENDITURES	908,000	67,720	7.46%	92.54%	15,601	\$52,119	334.1%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$192,000)	\$154,037			\$304,863	(\$150,825)	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending February 28, 2021 (2nd FY Qtr.)

CRIME CONTROL DISTRICT - 18

	ORIGINAL BUDGET	2/28/2021 YTD ACTUAL	% USED	% REMAINING	2/28/2020 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
SALES TAX	1,347,000	655,523	48.67%	51.33%	623,351	32,171	5.16%
INTEREST EARNING/OTHER	54,000	24,934	46.17%	53.83%	6,899	18,035	261.41%
TRANSFERS	100,000		-	-		-	-
TOTAL REVENUE	\$1,501,000	\$680,457	45.33%	54.67%	\$630,250	\$50,206	7.97%
PERSONNEL SERVICES	991,000	376,487	37.99%	62.01%	\$418,847	(42,360)	-10.11%
SUPPLIES	122,500	31,360	25.60%	74.40%	\$34,750	(3,390)	-9.76%
MAINTENANCE	223,000	143,528	64.36%	35.64%	\$135,841	7,687	5.66%
CONTRACTUAL & SUNDRY	174,150	70,992	40.77%	59.23%	\$114,191	(43,199)	-37.83%
TRANSFERS	30,000	13,111	43.70%	56.30%	\$12,461	650	5.21%
CAPITAL OUTLAY	13,000	970	7.46%	92.54%	\$0	970	0.00%
TOTAL EXPENDITURES	1,553,650	636,448	40.96%	59.04%	\$716,089	(\$79,641)	-11.12%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$52,650)	\$44,009			\$ (85,839)	\$129,848	

CITY OF WATAUGA
BUDGET TO ACTUAL COMPARISON
FISCAL YEAR 2021
For the period ending February 28, 2021 (2nd FY Qtr.)

STORM DRAIN FUND - 15

	CURRENT BUDGET	2/28/2021 YTD ACTUAL	% USED	% REMAINING	2/28/2020 YTD ACTUAL	\$ CHG 21 vs 20	% CHG 21 vs 20
REVENUE:							
USERS FEE	1,470,000	613,678	41.75%	58.25%	614,413	(735)	-0.12%
OTHER REVENUE	-	-	-	-	-	-	-
INTEREST INCOME	35,000	2,365	6.76%	93.24%	43,428	(41,063)	-94.55%
						-	-
TOTAL REVENUE	\$1,505,000	\$616,043	40.93%	59.07%	\$657,841	(\$41,798)	-6.35%
PERSONNEL	465,400	176,603	37.95%	62.05%	\$186,188	(9,585)	-5.15%
SUPPLIES	32,150	3,464	10.77%	89.23%	\$4,892	(1,428)	-29.19%
MAINTENANCE	54,500	2,512	4.61%	95.39%	\$7,321	(4,809)	0.00%
CONTRACTUAL & SUNDRY	184,445	52,855	28.66%	71.34%	\$53,311	(456)	-0.86%
CAPITAL	2,328,697	125,864	5.40%	94.60%	\$1,093,634	(967,769)	0.00%
TRANSFERS TO OTHER FUNDS	73,500	30,684	41.75%	58.25%	\$30,721	(37)	-0.12%
TOTAL EXPENDITURES	3,138,692	391,983	12.49%	87.51%	\$1,376,067	(\$984,085)	-71.51%
EXCESS REVENUE OVER (UNDER) EXPENDITURES	(\$1,633,692)	\$224,060			(\$718,226)	\$942,286	

Group Summary

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
010 - CITY SECRETARY OFFICE	328529.00	328,529.00	10,213.32	147,909.52	0.00	180,619.48	54.98 %
011 - HUMAN RESOURCES	182169.00	182,169.00	4,387.33	80,279.11	16,648.85	85,241.04	46.79 %
013 - DEVELOPMENT SERVICES DIVISION	237745.00	237,745.00	3,429.05	108,710.61	74,305.67	54,728.72	23.02 %
015 - CITY MANAGER	318198.00	318,198.00	11,008.26	139,535.34	0.00	178,662.66	56.15 %
016 - BUSINESS RETENTION/EDC	7300.00	8,700.00	0.00	5,602.50	0.00	3,097.50	35.60 %
017 - BUSINESS ATTRACTION/EDC	28250.00	28,250.00	0.00	26,420.00	0.00	1,830.00	6.48 %
018 - GENERAL ADMINISTRATION/EDC	76410.00	84,510.00	0.00	30,066.86	4,793.75	49,649.39	58.75 %
020 - NON-DEPARTMENTAL	1962245.00	1,962,245.00	1,445.89	908,996.84	27,648.66	1,025,599.50	52.27 %
030 - MUNICIPAL COURT DIVISION	401730.00	401,730.00	9,356.59	178,734.97	952.00	222,043.03	55.27 %
040 - FINANCE	543462.00	543,462.00	11,575.05	275,906.37	26,647.44	240,908.19	44.33 %
045 - BILLING & COLLECTIONS	524860.00	524,860.00	13,419.85	232,537.77	49.94	292,272.29	55.69 %
050 - INFORMATION TECHNOLOGY	497989.00	497,989.00	10,205.35	302,968.75	4,867.53	190,152.72	38.18 %
060 - LIBRARY	893180.00	893,180.00	19,911.94	382,020.30	47,578.78	463,580.92	51.90 %
070 - RECREATION	322740.00	322,740.00	5,314.02	117,916.40	4,010.01	200,813.59	62.22 %
075 - PARKS DEPARTMENT	559765.00	559,765.00	9,575.77	166,643.91	41,495.59	351,625.50	62.82 %
080 - POLICE	5927624.00	5,927,624.00	155,795.62	2,636,335.34	62,541.58	3,228,747.08	54.47 %
085 - FIRE/MIS	3013152.00	3,013,152.00	131,309.35	1,211,108.33	21,491.87	1,780,551.80	59.09 %
090 - PUBLIC WORKS	1057647.00	1,057,647.00	20,038.34	408,813.80	145,601.01	503,232.19	47.58 %
093 - WATER DISTRIBUTION	2860390.00	2,860,390.00	38,869.75	1,161,332.28	64,270.03	1,634,787.69	57.15 %
094 - WASTEWATER COLLECTION	2439017.00	2,439,017.00	40,184.53	963,374.39	8,943.88	1,466,698.73	60.13 %
097 - FLEET MAINTENANCE	204900.00	204,900.00	5,521.29	111,642.55	19,704.78	73,552.67	35.90 %
098 - BUILDING MAINTENANCE	834740.00	834,740.00	13,096.21	347,297.20	33,085.05	454,357.75	54.43 %
Report Total:	23,222,042.00	23,231,542.00	514,657.51	9,944,153.14	604,636.42	12,682,752.44	54.59 %



AGENDA MEMORANDUM

DATE: March 31, 2021

TO: Honorable City Council Members

FROM: Shawn Fannan, Fire Chief
chad stephens, Parks Superintendent
Deby Woodard, Assistant Director of Finance
Sandra Gibson, Director of Finance

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action to renew the final renewal option inclusive with change order # 1 for Grounds Maintenance Proposal # 19-006

BACKGROUND/INFORMATION:

On April 8, 2019 Council approved Proposal # 19-006 for Grounds Maintenance. The bid contains a total of 4 options: Option 1 - Municipal Areas, Option 2 - General Park Areas, Option 3 - Various Right of Ways, and Option 4 - Capp Smith Park. Option 4 was not recommended for award and Council awarded options 1-3 to MG Lawn and Landscape LLC. The initial term was through April 2020 and allowed for two additional one-year renewal terms upon agreement of vendor and award by Council.

Council awarded the first renewal term March 9, 2020 for the same three options to extend through April 2021.

Staff has worked closely with MG Lawn and Landscape for several months to obtain the second and final renewal term with changes. Parks and Public Works have worked to establish Change Order # 1 for this second renewal term. The change order includes the addition of option 4 - Capp Smith Park in the maintenance cycles. The change order also includes the reduction of the Right of Ways footage by 4,700, removal of shrub trimming, and number of cycles from 18 to 13 in total.

With this change order, the addition of Capp Smith Park adds a total of \$32,500 while the Right of Ways adjustment is a reduction of \$9,859.25 in total. The total change order nets to a total increase of \$22,640.75 which is less than 25% of the original agreement.

Staff respectfully requests approval of the second and final renewal term Change Order # 1 for Grounds Maintenance Proposal # 19-006 to MG Lawn and Landscape through September 30, 2021 as presented.



AGENDA MEMORANDUM

FINANCIAL IMPLICATIONS:

Funds are budgeted and available in various accounts as needed.

RECOMMENDATION/ACTION DESIRED:

Staff respectfully requests approval of the second and final renewal term and Change Order # 1 for Grounds Maintenance Proposal # 19-006 to MG Lawn and Landscape through September, 2021 as presented.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 1295 - MG LAWN & LANDSCAPE
2. Change Order 1
3. Capp Smith Park
4. Right of Ways

REVIEWED BY:

Sandra Gibson, Director of Finance
chad stephens, Parks Superintendent
Shawn Fannan, Fire Chief
Paul Hackleman, Director of Public Works
Karrie Marling, Legal
George Hyde, Legal
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 4/7/2021
Approved - 4/7/2021
Approved - 4/7/2021
Approved - 4/8/2021
Approved - 4/9/2021
Approved - 4/9/2021
Approved - 4/9/2021
Final Approval - 4/9/2021

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-733404

Date Filed:
04/01/2021

Date Acknowledged:

4-1-21-JW

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

MG Lawn and Landscape LLC
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Watauga, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Bid 19-006 - Renewal # 2
Mowing and landscaping services

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Michael Whittaker, and my date of birth is 10-24-84.

My address is 10800 S Hulen St Ste 300, Fort Worth, TX, 76132, Tarrant.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Johnson County, State of Texas, on the 1 day of April, 2021.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



Contract Change Order

1

Vendor: MG LAWN
3417 CR 920
CROWLEY, TX 75027-0149

Effective Date 12-Apr-21
Contract No. 19-006
Contract GROUNDS MAINTENANCE

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

1. Renew contract at the same terms and conditions for the period April 12, 2021 - September 30, 2021.

2. Add the following:

Description	Cost
Capp Smith Park April 2021 - September 2021 (25 Cycles @ \$1,300.00)	\$32,500.00

3. Reduction on the following:

Description	Current Cost Per Cycle	New Cost Per Cycle
Right of Ways	\$1,745.00 (18 Cycles)	\$1,134.25 (13 Cycles)

NOTE: See attached for details

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Michael Whittaker (Print Name)
MG LAWN
3417 CR 920
CROWLEY, TX 75027-0149

SIGNATURE

TITLE:

DATE:


Owner
3/15/21

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF CITY OF WATAUGA
CITY COUNCIL

City of Watauga
7105 Whitley Rd.
Watauga, TX 76148

Andrea Gardner

City Manager

DATE: _____

GENERAL SPECIFICATIONS FOR GROUNDS MAINTENANCE: CAPP SMITH PARK

Under these specifications Proposer shall provide a complete and professional job for each grounds maintenance task assigned by the Parks and Recreation Department. The omission, within a proposal submittal of specific reference to any equipment, materials, or labor necessary for performance of contract per specifications, shall not relieve Proposer of responsibility for furnishing such equipment, materials, or labor.

Proposer must submit a completed list of equipment to be used for this contract, on the enclosed Maintenance and Support Equipment Form.

The successful Proposer shall furnish all supplies, tools, and equipment to be used on the job. No chemicals, herbicides (weed-killers), insecticides, fungicides, or fertilizers are to be used without the written approval of the City representative.

The successful Proposer shall comply with all applicable governmental laws and regulations.

The City shall not be liable for any loss or damage sustained by the Proposer. Proposer shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful Proposer shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site. Pedestrians shall have right of way and be yielded to by all personnel. All mowing equipment is to have functional debris deflectors in place at all time. Deflectors are to be standard, manufacturer approved equipment.

Proposer is to provide all equipment, materials, and labor necessary to complete the required work at their own expense. Proposer shall be responsible for the maintenance and repairs of all equipment.

All maintenance equipment, operating on public Watauga streets or rights of ways, shall display approved slow moving equipment symbols, flags and other safety equipment as required.

Proposer shall be responsible for the behavior of all employees. Employees will act and behave in a professional manner at all times. All grounds maintenance personnel shall wear approved orange safety vests while operating equipment on City medians or rights of ways. Proposer shall be responsible for placing signs and/or traffic cones as necessary while performing maintenance on City medians, parkways, and rights of ways. No passengers shall be allowed on tractors or other mowing equipment.

The Proposer shall be responsible for providing traffic control, where necessary, during median and right of way operations consistent with the provisions set forth in the "2014 Texas Manual on Uniform Traffic Control Devices for Streets and Highways" issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 27, 29, 30 and 31.

The successful Proposer must provide a valid telephone number and address at all times to the designated City representative. The telephone number must be answered during normal working days, at least to take a message.

The successful Proposer shall submit an invoice for the month that maintenance was completed within ten (10) days after completion of that month for a monthly payment.

The successful Proposer shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful Proposer's employees or agents.

Proposer shall not transfer or assign these services to other agencies without prior written consent of the City of Watauga.

Unit prices are to reflect the charges for mowing and associated tasks at each location.

The successful Proposer will be responsible for any damages to the irrigation system(s) due to negligence on the part of the Proposer or the Proposer's representative. Any damage to an irrigation system is to be reported immediately to the City representative.

The City representative reserves the right to cancel scheduled mowing cycle on a week-to-week basis, based upon need, prevailing weather conditions and available funding. Contract is pay as perform for all maintenance tasks.

At the time a Proposer has been awarded, prior to the Proposer's first cycle, City staff will do a walk through with Proposer representative of the irrigation systems for inspection. Irrigation system maintenance is maintained by in-house staff which included regular inspections of all systems.

The intent of the City is to send weekly work order requests that will be routinely standard. This process can be revised with the awarded Proposer for efficiency and clarity between City expectations and Proposer.

1-8-21
DATE

Wade Heck
SIGNATURE OF COMPANY REPRESENTATIVE

DETAILED SPECIFICATIONS FOR GROUNDS MAINTENANCE: CAPP SMITH PARK

Proposer will be responsible for the general park areas (area maps are included within this packet):

- Capp-Smith Park

Mulch on properties is to be handled in-house by City staff. If any mulch scatters around tree wells during mowing it should be raked back into the well areas by Proposer.

There is no horticulture work done by Proposer. All of this type of service is to be handled by in-house staff. This option is strictly turf areas, concrete, sidewalks, and parking areas. In-house staff will maintain landscape beds, etc.

Fertilization is done by in-house staff.

Mowing schedules will be determined during the negotiations of contract details. No weekend work is permitted for Capp Smith Park.

REQUIREMENTS

1. The successful Proposer shall be responsible for mowing all designated turf areas; edging all turf along walks, curbs, plant beds, signs and other obstacles; removing all litter, fallen limbs from the entire property and hauling such debris away. Turf areas, which cannot be maintained with mowing equipment, shall be cut to specified turf height using a string-line trimmer. Mulching or grass cycling shall be the only acceptable manner for cutting turf areas. Scalping or an uneven finish to cut turf will not be acceptable. The property is to be free of windrows and chopped paper. Litter must be removed from turf before mowing. The successful Proposer shall leave the area with a finished appearance with walks and curb areas appearing to have been swept. The successful Proposer shall not simply blow litter, leaves, clippings, etc. into the streets or other property. All expansion joints, bridge abutments, light poles, signs, irrigation control boxes and equipment, irrigation valve box covers, trees and other maintenance barriers that fall within these designated grounds maintenance areas will also require trimming of grass and weeds on the specified maintenance schedule unless otherwise specified by the Parks and Recreation Department. Grass and weeds growing over irrigation valve box covers shall be trimmed back to edge where valve box meets soil. Grass and weeds in expansion joints shall be cut flush with the pavement or treated with an approved herbicide.
2. The successful Proposer shall pick up and remove all broken glass and trash from paved areas and turf. Any hazardous condition or any damage to City property is to be reported to the designated City department representative.
3. The successful Proposer shall maintain all properties with water features up to the water's edge. All fencing shall be string-trimmed on both sides; exception will be given along interior side of private property.
4. Unless otherwise instructed, the successful Proposer shall accomplish all tasks and, mowing cycles per schedules as agreed to by the designated City representative.

5. The successful Proposer and designated City representative will agree on a regular day and time for maintenance at each location. The schedule may be agreed on each week or each month. Any variance from the prescribed schedule will require a minimum of twenty-four (24) hour advance notification to the designated City representative. A weekly approved property list will be provided by the Parks Department. Maintenance cycles shall be completed by Proposer as specified by the Parks and Recreation Department. If wet weather renders grounds too soft to carry weight of maintenance equipment without significant rutting, Proposer shall not perform maintenance when wet grounds conditions will cause serious damage to grounds, turf, and irrigation equipment or other City infrastructure. Proposer shall notify the City of any significant delays (greater than 24 hours) in the maintenance schedule resultant from wet conditions. City representative will give a (2) week notice for special events that will take place within the park and interfere with normal maintenance operations.
6. Wildflowers of significant stands are not to be mowed from March through June. Proposer will consult with City and receive approval before mowing any areas containing wildflowers in bloom.
7. The successful Proposer will be required to e-mail a designated City representative to report work accomplished weekly as maintenance is accomplished under this agreement.
8. Proper equipment shall be used to prevent any inconsistencies in mowing height or unevenness to turf. Equipment shall be maintained in a manner to consistently produce a level and/or even cut to all turf areas. The successful Proposer shall set mowing equipment to cut Bermuda grass areas to a height of two inches (2") unless otherwise instructed by the designated City representative. St. Augustine grass shall be cut at two inch height (2") or as instructed by the designated City representative. All changes in mowing height are to be approved by the City department representative. All mowing must conclude by the end of the Parks Department workday. EXCEPTION: Work specified for weekends only must be completed by Sunday.
9. Edging along curbs and sidewalks must be cut with steel blade equipment or string-line trimmer to give a vertically cut edge.
10. The successful Proposer will not be permitted to mow within 18" of each tree in order to avoid damage to the trees.
11. The successful Proposer shall be responsible for any damage done to plant material or other property during the maintenance operation. Successful Proposer shall be responsible for replacement of all trees, shrubs, and groundcover destroyed by the successful Proposer, employees or agents of the Proposer during the maintenance operation. Successful Proposer shall be responsible for replacement of all trees, shrubs, and groundcover destroyed by the successful Proposer, employees or agents of the Proposer during the maintenance operation. Trees and shrubs must not be bumped or marked by mowing or edging equipment. The successful Proposer must report damage immediately to the designated City representative. Damage to trees, tree collars and tree water bags will be assessed at \$50.00 for each instance. Proposer shall give instruction and insure that all maintenance personnel refrain from string trimming around

tree trunks in a manner which disturb or damage tree bark. Proposer shall also give instruction to their maintenance personnel and insure that no trees are damaged during mowing operations. Tree wells damaged during contract performance shall be restored to their original condition, by the Proposer, at no additional charge to the City. Such restoration shall be completed within two (2) working days after damage occurred.

12. All mowing is to be accomplished Monday through Friday by 5:00 p.m., weather permitting.
13. Proposer shall instruct staff to yield to park users/ wildlife, disengage equipment PTO, and cease string-trimming or blowing while park users/wildlife are present in the immediate area of work.
14. It shall be mandatory that a review of the contracted areas be conducted prior to beginning the first mowing cycle. Such a review shall be attended by the successful Proposer and the assigned inspector.
15. QUALITY ASSURANCE - The grounds will be inspected by the appropriate City representative to insure compliance with the specifications after each mowing.
16. After fertilization and/or abundant rainfall, it may be necessary to mow some areas twice per week in lieu of once per week. The City representative will specify to the Proposer which areas will need additional mowing.

1-8-21
DATE

Wade Huels
SIGNATURE OF COMPANY REPRESENTATIVE

ESTIMATED SQUARE FEET FOR TURF AREAS

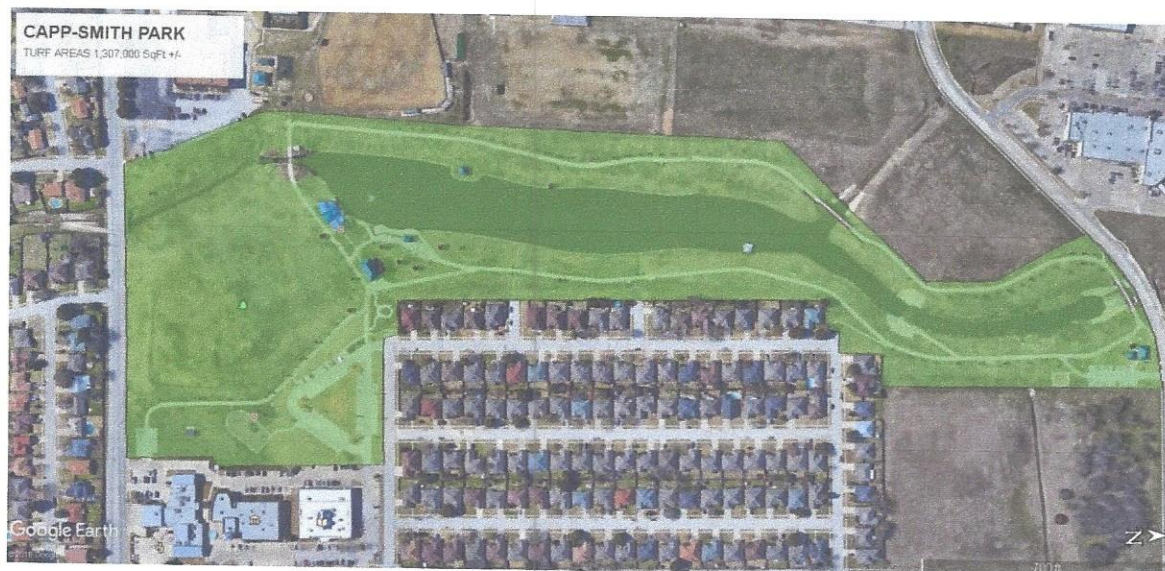
The following is an estimate for turf square footage. These are estimates, it is the Proposer's responsibility to inspect areas and ensure areas being proposed are accurate.

PROPERTY	ADDRESS / LOCATION	ESTIMATED TURF AREA
Capp-Smith Park	5800 Robin Dr.	1,307,000 sf.

The following chart indicated the frequency for each service that will be required by the City of Watauga:

Description	Apr	May	June	July	Aug	Sept	Totals
Mowing – General Park Areas	4	5	4	4	4	4	25
Edging/string trimming	4	5	4	4	4	4	25
Debris cleanup turf, sidewalks, parking areas	4	5	4	4	4	4	25

Mowing cycles will run weekly from April – September for a total of 25 cycles.
Splash pad is not shown on the below map. It is the contractor's responsibility to verify actual site conditions and layout.



1-8-21
DATE

Wade Hecker
SIGNATURE OF COMPANY REPRESENTATIVE

PRICING FOR GROUNDS MAINTENANCE: CAPP SMITH PARK

PROPERTY	NUMBER OF CYCLES	COST PER CYCLE
Mowing Edging/string trimming Blowing Debris cleanup turf, sidewalks, parking areas	25	\$1300.00
Total Annual Cost	25	\$32,500.00

If additional mowing cycles are requested for properties, will the cost per cycle need to be increased? Yes / No (please circle)

If yes, what percentage increase will be required for additional mowing cycles?
 %

Did you visit the sites? Yes ✓ No

1-8-21
DATE

Wade Hich
SIGNATURE OF COMPANY REPRESENTATIVE

GENERAL SPECIFICATIONS FOR GROUNDS MAINTENANCE: RIGHT OF WAYS

Under these specifications Proposer shall provide a complete and professional job for each grounds maintenance task assigned by the Parks and Recreation Department. The omission, within a proposal submittal of specific reference to any equipment, materials, or labor necessary for performance of contract per specifications, shall not relieve Proposer of responsibility for furnishing such equipment, materials, or labor.

Proposer must submit a completed list of equipment to be used for this contract, on the enclosed Maintenance and Support Equipment Form.

The successful Proposer shall furnish all supplies, tools, and equipment to be used on the job. No chemicals, herbicides (weed-killers), insecticides, fungicides, or fertilizers are to be used without the written approval of the City representative.

The successful Proposer shall comply with all applicable governmental laws and regulations.

The City shall not be liable for any loss or damage sustained by the Proposer. Proposer shall hold the City harmless from any and all claims for liability or damage of whatsoever nature and kind, including cost of court and attorney's fees, suffered or asserted to have been suffered by any person or to any property of any person whomsoever, growing out of or resulting from or in any way connected with their performance of work under this agreement. The successful Proposer shall exercise every necessary precaution for the safety of the work site and the protection of any kind and all persons and/or property located adjacent to or making passage through the work site. Pedestrians shall have right of way and be yielded to by all personnel. All mowing equipment is to have functional debris deflectors in place at all time. Deflectors are to be standard, manufacturer approved equipment.

Proposer is to provide all equipment, materials, and labor necessary to complete the required work at their own expense. Proposer shall be responsible for the maintenance and repairs of all equipment.

All maintenance equipment, operating on public Watauga streets or rights of ways, shall display approved slow moving equipment symbols, flags and other safety equipment as required.

Proposer shall be responsible for the behavior of all employees. Employees will act and behave in a professional manner at all times. All grounds maintenance personnel shall wear approved orange safety vests while operating equipment on City medians or rights of ways. Proposer shall be responsible for placing signs and/or traffic cones as necessary while performing maintenance on City medians, parkways, and rights of ways. No passengers shall be allowed on tractors or other mowing equipment.

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The Proposer shall be responsible for providing traffic control, where necessary, during median and right of way operations consistent with the provisions set forth in the "2014 Texas Manual on Uniform Traffic Control Devices for Streets and Highways" issued under the authority of the "State of Texas Uniform Act Regulating Traffic on Highways", codified as Article 6701d Vernon's Civil Statutes, pertinent sections being Section Nos. 27, 29, 30 and 31.

The successful Proposer must provide a valid telephone number and address at all times to the designated City representative. The telephone number must be answered during normal working days, at least to take a message.

The successful Proposer shall submit an invoice for the month that maintenance was completed within ten (10) days after completion of that month for a monthly payment.

The successful Proposer shall operate as an independent contractor and not as an agent, representative, partner or employee of the City, and shall control the operations at the work site, and be solely responsible for the acts of omissions of the successful Proposer's employees or agents.

Proposer shall not transfer or assign these services to other agencies without prior written consent of the City of Watauga.

Unit prices are to reflect the charges for mowing and associated tasks at each location.

The successful Proposer will be responsible for any damages to the irrigation system(s) due to negligence on the part of the Proposer or the Proposer's representative. Any damage to an irrigation system is to be reported immediately to the City representative.

The City representative reserves the right to cancel scheduled mowing cycle on a week-to-week basis, based upon need, prevailing weather conditions and available funding. Contract is pay as perform for all maintenance tasks.

At the time a Proposer has been awarded, prior to the Proposer's first cycle, City staff will do a walk through with Proposer representative of the irrigation systems for inspection. Irrigation system maintenance is maintained by in-house staff which included regular inspections of all systems.

The intent of the City is to send weekly work order requests that will be routinely standard. This process can be revised with the awarded Proposer for efficiency and clarity between City expectations and Proposer.

3/15/21
DATE



SIGNATURE OF COMPANY REPRESENTATIVE

DETAILED SPECIFICATIONS FOR GROUNDS MAINTENANCE: RIGHT OF WAYS

Vendor shall provide pricing for landscape management services to be provided in the Right-of-way areas of the City of Watauga as indicated in the enclosed map and specifications. These services are to include, but not limited to, the following:

1. Right of way mowing: areas are to be mowed at the appropriate height (2") and frequency to maintain a neat and clean appearance. If clippings become swathed from wetness or delay in mowing, they are to be removed to prevent unsightliness. All clippings that may be tracked onto sidewalk or building areas are to be removed. All grass around trees, retaining walls, fences, posts, and other areas where the mower cannot cut should be trimmed to the level of the turf. When required, the turf will be crosscut to help prevent grass from growing in one direction and becoming rutted.
2. Edging: edging is to be performed with a string-line trimmer around all turf perimeters and along all walks and curbing. A clean straight edge will be maintained in a neat and consistent manner. All clippings from edging are to be removed from sidewalks, curb areas, and planting bed areas to maintain a clean appearance.
3. Debris cleanup/disposal: prior to mowing, vendor will be responsible for removing all litter and debris on all areas (including canals and drainage areas). All litter and debris shall be removed from all bed areas as well.
4. Tree/shrub pruning and trimming: all pruning and thinning of trees and shrubs shall be done so that the natural shape is retained. Pruning for shape and growth should be done at the proper time of year for the characteristics and varieties of plants using proper horticultural practices. Tree/shrub trimming should consist of removing sucker growth and low lying limbs to a height of eight (8) feet over walkways or curbs and (14) feet in height if overhanging into the street area and Per Code of Ordinances, Chapter 40- Traffic and Vehicles, Article I, Section 40- 4.
5. Vendor will be responsible for removing grass clippings from sidewalks and street areas and under no circumstances should clippings be blown into any storm drain. Clippings may, however, be blown back into the grassy areas as long as material does not excessively build up along fence lines, buildings, or utility boxes.
6. Vendor shall be responsible for any damage done to plant material, turf, irrigation system or other property as a result of maintenance operations. Vendor shall be responsible for replacement or repair of damaged plants, turfs, irrigation systems, and/or property.
7. The estimated total linear footage or areas of maintained areas are listed on the following pages.

DATE

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SIGNATURE OF COMPANY REPRESENTATIVE



Right of Ways:

1. Bursey (S) – Whitley to Indian Springs – 1829 LF (8' W)
2. Bursey (S) – Indian Springs to Willis – ~~553 LF (18' W)~~ 430 LF (9' W)
3. Indian Springs (E) – Fairview to Lesley – 665 LF (9' W)
4. Indian Springs (W) – Hillview to Bursey – 214 LF (9' W)
5. Indian Springs (W) – Senior Center S. Prop. Line to N. Park – 358 LF (9' W)
6. Indian Springs (NW & SW) – Triangles with N. Park – 20'x20'x30'
7. Indian Springs (W) – N. Park to Courtside – 619 LF (9' W)
8. Indian Springs (W) – N. Park to Courtside – 114 LF (4' W) Overlaps with n.
9. Indian Springs (SW) – Triangle with Courtside – 15'x14'x4'
10. Indian Springs Rd (W) – Courtside toward Starnes for – 520 LF (9' W)
11. Starnes (N) – 6313 Starnes – 317 LF (8' W) ~~(12' W)~~
12. Starnes (N) – 6135 Starnes W. Prop Line to Partridge – 367 LF (6' W) ~~(9' W)~~
13. Starnes (NE & NW) – Triangles with Partridge 26'x26'x35'
14. Starnes (N) – Partridge to Whitley – 384 LF (6' W) ~~(10' W)~~
15. Starnes (S) – Maple Hill to Cedarhill along fence – 110 LF (4' W) ~~(6' W)~~
16. Starnes (S) – Cedarhill to Echo Hill along fence – 142 LF (4' W) ~~(6' W)~~
17. Starnes (S) – Echo hill to Walnutthill along fence – 167 LF (4' W) ~~(6' W)~~
18. Starnes (S) – Walnutthill to Drive E of ditch E of Indian Springs – 420 LF (4' W) ~~(7' W)~~
19. Starnes (N) – Whitley to Kelly Lynn – 594 LF (6' W) ~~(9' W)~~
20. Starnes (N) – Kelly Lynn to parking lot – 364 LF (8' W) ~~(16' W)~~
21. Starnes (S) – EECU entrance to white fence – 760 LF (12' W)
22. ~~Starnes (S) – Kelly Lynn to Whitley – 498 LF (12' W)~~ Section removed HOA Maintained
23. N. Park (N) – Whitley to west edge of Channel – 545 LF (10' W)
24. N. Park (S) – Wells Fargo to Nursing Home – 301 LF (4' W) ~~563 LF (12' W)~~
25. N. Park (S) – Nursing Home East to Kelly Lynn – 190 LF (4' W) ~~(8' W)~~
26. N. Park (S) – Kelly Lynn to Whitley – 305 LF (6' W) ~~(10' W)~~
27. Whitley (W) – Bursey to Caden – 1506 LF (12' W)
28. Whitley (W) – Grayson to N. Park – 432 LF (6' W) ~~(10' W)~~
29. Whitley (NW & SW) – Triangles with N. Park – 24'x24'x33'
30. Whitley (W) – N. Park to Starnes – 928 LF (6' W) ~~(10' W)~~
31. Whitley (NW) – Triangle with Starnes – 20'x20'x27'
32. Whitley (W) – ~~Starnes~~ Hickory Hill to Oakhill – ~~815 LF~~ 104 LF (5' W)
33. Whitley (SW) – Triangle with Oakhill – 12'x12'x12'
34. Whitley (NW) – Corner Clip with Robin – 1 each
35. Whitley (E) – Judy to Birchill – 395 LF (8' W) ~~(10' W)~~
36. Whitley (NE) – Triangle with Starnes – 12'x12'x20'
37. Whitley (E) – N. Park to Starnes – 928 LF (4' W)
38. Whitley (E) – N. Park to Firebird – 1285 LF (4' W)
39. Hightower (S) – Tony's Car Wash to Constitution – 400 LF (14' W)
40. Hightower (S) – Constitution to Bennington – 324 LF (19' W)
41. Hightower (S) – Bennington to Whitley – 745 LF (11' W)
42. Hightower (S) – Whitley to Dance Studio Aunties Beads – 430 LF (11' W)
43. Hightower (S) – Quail Run to Echo Hill – 967 LF (9' W)

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44. Hightower (S) – Echo Hill to Fence Line – 121 LF (9' W)
45. Hightower (N) – Echo Hill to Quail Run – 967 LF (9' W) (12' W)
46. Echo Hill (E) – Hightower south to Car Wash driveway – 103 LF (9' W)
47. Echo Hill (W) – Hightower to south fence line – 234 LF (9' W)
48. Echo Hill (W) – Hightower to north fence line – 323 LF (9' W)
49. Quail Run (E) – Hightower to south fence line – 234 LF (9' W)
50. Quail Run (E) – Hightower to north fence line – 323 LF (9' W)
51. Whitley (E) – Hightower to Chapman – 2229 LF (20' W) Possible Whitley 3 Construction
52. Whitley (W) – Concord to Bunker – 448 LF (7' W)
53. Whitley (W) – Bunker to Yorkston – 999 LF (9' W)
54. Whitley Road (W) – Yorkston to south phone box – 111 LF (9' W)
55. Chapman (N) – Patsy to east edge of bridge – 197 LF (6' W) (8' W)
56. Chapman (S) – Whitley Road to west side of channel @ fence – 265 LF (6' W) (9' W)
57. Chapman (S) – Old Whitley to Emily – 725 LF (5' W)
58. Chapman (S) – Emily to Brookdale – 710 LF (5' W)
59. Chapman (S) – Bernadine to east fence – 128 LF (9' W)
60. Chapman (S) – Bernadine to Memory – 265 LF (9' W)
61. Chapman (S) – Charmaine to west bridge – 90 LF (8' W)
62. Chapman (S) – Charmain to Mona Lisa – 270 LF (6' W)
63. Chapman (S) – Mona Lisa to Nola – 270 LF (6' W)
64. Chapman (S) – Nola to Summit Ridge – 302 LF (10' W)
65. Chapman (S) – Summit Ridge to Rufe Snow – 890 LF (10' W)
66. Chapman (N) – McCoy to Summit Ridge – 216 LF (14' W)
67. Chapman (N) – Summit Ridge to Nola – 77 LF (12' W)
68. Chapman (N) – Nola to Charmain – 360 LF (5' W)
69. Chapman (N) – Charmaine to west bridge – 117 LF (24' W)
70. Chapman (N) – Triangle bridge north of guardrail – 50'x'50'x65'
71. Chapman (N) – Bridge to Bernadine – 375 LF (31' W)
72. Chapman (N) – Bernadine to Wooddale – 250 LF (29' W)
73. Chapman (N) – Wooddale to Lyndale – 240 LF (29' W)
74. Chapman (N) – Lyndale to Brookdale – 240 LF (29' W)
75. Chapman (N) – Brookdale to Echo Hill – 242 LF (29' W)
76. Chapman (N) – Echo Hill to west red fence – 310 LF (23' W)
77. Old Whitley (E) – Chapman to south guard rail past Rickee – 690 LF 490 LF (17' W)
78. Whitley (E) – Guard rail south of Rickee to Whispering – 500 LF 821 LF (9' W)
79. Whitley (E) – Whispering to south toward channel south – 515 LF (11' W) 440 LF (9' W)
80. Whitley (W) – Guard Rail at 6401 Whitley to south concrete flume – 221 LF (8' W)
81. Whitley (W) – South fence line of concrete channel at 6401 Whitley to west – 88 LF (10' W)
82. Whitley (E) – Alley behind 6401 Cathy north side of channel to east 182' (10' W)
83. Watauga (N) – Railroad track west side to west Hamm's driveway – 253 LF (14' W)
84. Watauga (N) – 5415 Watauga west driveway to Park Vista – 180 LF (4' W)
85. Watauga (N) – 5401 Watauga west property line to W to east side of bridge – 244 LF (6' W)
86. Watauga (N) – West side of bridge to west Animal Shelter – 107 LF (17' W)
87. Watauga (S) – East of bridge to east to Rusk – 463 LF (8' W)

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SIGNATURE OF COMPANY REPRESENTATIVE

88. Watauga (Median) – East of bridge to Park Vista – Median – 376 LF (Weed eater)
89. Watauga (Median) – East of bridge to Park Vista – Median – 105 LF (16' W)
90. Watauga (S) – Rusk to Huddleston – 240 LF (16' W)
91. Watauga (Median) – Park Vista to Railroad Tracks (290 LF) (Weed eater)
92. Watauga (S) – Huddleston to Railroad Tracks (280 LF) (17' W)
93. Watauga (S) – Pine to 5710 Watauga west property (prop.) line – 825 LF (12' W)
94. Watauga (S) – Morris to Saramac – 1753 LF (12' W)
95. Watauga (S) – 6124 Watauga Chic east prop. line to Stardust – 854 LF (21' W)
96. Watauga (S) – Stardust to 6309 Douglas west prop. line – 629 LF (20' W)
97. Watauga (S) – Skylark to west Dollar General west prop line – 365 LF (12' W)
98. Watauga (N) – 6331 Watauga Quick Stop west prop. line to Skylark – 125 LF (19' W)
99. Watauga (N) – Skylark to west phone box – 125 LF (19' W)
100. Watauga (N) – Stardust to west end of guardrail – 325 LF (22' W)
101. Watauga (N) – north of guardrail – triangle – 32'x75'x78'
102. Watauga (N) – north of guardrail – 280'x40'
103. Skylark (E) – Watauga to south fence line – 290 LF (9' W)
104. Saramac (W) – Watauga to south toward Haney – 370 LF (9' W)
105. Morris (E) – Watauga to south fence line toward Haney – 209 LF (9' W)
106. Lalagray (W) – Watauga to south fence line toward Travis – 156 LF (9' W)
107. Lalagray (E) – Watauga to south fence line toward Travis – 156 LF (9' W)
108. Plum (E) – Watauga to south Travis – 192 LF (9' W)
109. Plum (W) – Watauga to south Travis – 192 LF (9' W)
110. Pine (E) – Watauga to south driveway toward Travis – 60 LF (5' W)
111. 377 (E) – Tandy Leather to McDonalds – 539 LF (15' W)
112. Whispering (N) – Maurie to Brookdale – 317 LF (8' W)
113. Bursey (S) – Willis to Mark – 252 LF (6' W)
114. Bursey (S) – Mark to Lara – 251 LF (6' W)
115. Bursey (S) – Lara to Meadowbrook – 252 LF (6' W)
116. Bursey (S) – Meadowbrook to April – 260 LF (5' W)
117. Bursey (S) – April to west bridge – 167 LF (5' W)
118. Bursey (N) – Willis to Rim Rock – 1,500 LF (12' W)
119. Bursey (S) – Whitley to West Parking Lot Entrance – 366 LF (10' W)
120. Rufe Snow (W) – S. side of Pickles driveway to south fence line – 528 LF (14' W)
121. Rufe Snow (W) – Fence line N. of High Lawn to Valley View – 993 LF (8-10' W)
122. Rufe Snow (W) – Valley View to North Park – 218 LF (12' W)
123. Rufe Snow (W) – North Park to Fair Oak – 258 LF (16' W)
124. Rufe Snow (W) – Fair Oak to Greendale – 1,174 LF (9' W)
125. Rufe Snow (W) – Greendale to Fair Meadows – 436 LF (10' W)
126. Rufe Snow (W) – Fair Meadows to Ridgetop – 229 LF (13' W)
127. 377 (W) – N. Tarrant to Watauga – ~~11,395 LF~~ 8226 LF (23' W)
128. Park Vista Blvd. – ~~6,471 LF~~ 6116 LF Various Width- see attached map for details.

3/15/21
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

ESTIMATED SQUARE FEET FOR TURF AREAS

The following is an estimate for turf square footage. These are estimates, it is the Proposer's responsibility to inspect areas and ensure areas being proposed.

PROPERTY	ADDRESS / LOCATION	ESTIMATED TURF AREA
Right of Ways- Various Locations	City Wide	843,174 SQFT
Reduction in Area	Multiple Locations	- 4,700 LINEAR FT

The following chart indicated the frequency for each service that will be required by the City of Watauga:

Description	Apr	May	June	July	Aug	Sept	Totals
Mowing – Right of Ways	2	3	2	2	2	2	13
Edging	2	3	2	2	2	2	13
Trim shrubs/trees	0	0	0	0	0	0	0
Debris cleanup turf, sidewalks, beds, canals	2	3	2	2	2	2	13

Mowing cycles will run bi-weekly from April – September for a total of 13 cycles.

3/15/21
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

PRICING FOR GROUNDS MAINTENANCE: Right-of-Ways

PROPERTY	NUMBER OF CYCLES	COST PER CYCLE	INITIAL CONTRACT TOTAL COST
Mowing – right of ways	13	\$ 885	\$ 11,505.00
Edging	13	\$ 365	\$ 4,745.00
Trim shrubs/trees	0	\$ 0	\$0
Debris cleanup	13	\$ 495	\$ 6,435.00
Total Annual Cost			\$ 22,685.00

3/15/21
DATE


SIGNATURE OF COMPANY REPRESENTATIVE

PRICING FOR GROUNDS MAINTENANCE: RIGHT OF WAYS

PROPERTY	COST PER CYCLE	NUMBER OF CYCLES	TOTAL
Mowing Edging/string trimming Blowing Debris cleanup turf, sidewalks, parking areas	\$1,745.00	13	\$22,685.00
Number of Area Reductions	MULTIPLE		
Percentage of Reductions	5%		
Total Cost of Reductions Per Cycle	\$87.25 (\$1,745.00 - \$87.25 x 13 Cycles)		\$1,134.25
TOTAL ANNUAL COST LESS REDUCTIONS			\$21,550.75

3/15/21

DATE



SIGNATURE OF COMPANY REPRESENTATIVE



AGENDA MEMORANDUM

DATE: April 1, 2021

TO: Honorable City Council Members

FROM: Paul Hackleman, Director of Public Works

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action for the replacement of the expansion area of the Library roof

BACKGROUND/INFORMATION:

The Fiscal Year 2020-21 approved Budget provides funding for the replacement of the expansion area of the Library roof.

Texas Local Government Code Chapter 252 requires Council approval of expenditures in excess of \$50,000.

The Fleet and Building Maintenance Division of the Public Works Department obtained a quote replacing the damaged roof section from Zenith Roofing Services utilizing the TIPS contract #200201 in the amount of \$69,525.00.

The City is a member of the TIPS which allows us to utilize contracts offered through the TIPS per Local Government Code Section 217.102 and Texas Government Code 791. The codes were designed to allow government entities the ability to utilize contracts for products and services that meet all State and Local purchasing laws and requirements.

FINANCIAL IMPLICATIONS:

This purchase is funded by the 2020 Certificates of Obligation (CO) in Fiscal Year 2020-21 Budget

RECOMMENDATION/ACTION DESIRED:

Staff respectfully recommends the City Council approve the purchase of the replacement roof from Zenith Roofing Services

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. QUOTE -Watauga Library Complete Packet
2. Purchase Rider Library - Zenith Roofing
3. 1295 FORM - ZENITH ROOFING



AGENDA MEMORANDUM

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Deby Woodard, Assistant Director of Finance

Sandra Gibson, Director of Finance

Andrea Gardner, City Manager

Raquel Guajardo, Deputy City Secretary

Approved as to form for inclusion on Agenda

Approved - 4/6/2021

Approved - 4/9/2021

Approved - 4/9/2021

Approved - 4/9/2021

Approved - 4/9/2021

Final Approval - 4/9/2021



PROPOSAL SUBMITTED TO:

CITY OF WATAUGA
7109 WHITLEY ROAD
WATAUGA, TEXAS, 76148

WATAUGA LIBRARY
7109 WHITLEY ROAD
WATAUGA, TEXAS, 76148

ATTN: CLINT HARMON

Proposal By: Zenith Roofing Services, L.L.C.
Mike Medina
February 12, 2021



PROPOSAL SUMMARY

7109 Whitley Road
Watauga, Texas, 76148

February 12, 2021

Scope	Project Name	System	Warranty	Price
Scope 1:	Watauga Library Expansion Re Roof	GAF 60 Mil TPO	20 YR Manufacturer's NDL Warranty 5 YR Zenith Roof Smart Plan Plus	\$56,540.00 + TAX
Scope 2:	Watauga Library	Collector Head and Down spouts, with French drains to parking lot	2-year workmanship unless with a roof project, then 5 year.	\$12,985.00 + TAX
The square feet are calculated based on the roof area, including perimeter walls. Approx. <u>5807</u> square feet				
The Zenith Roof Smart Plan is an asset protection program designed to prolong the life of your roof system.				

Scope 1: Please see attached specification sheet, and product data sheet.

- **TIPS CONTRACT # 200201**
- **Walk Pads to be installed around 2 AC Units.**
- **Zenith Roofing Services will be responsible for raising units, and city of Watauga will ensure they're disconnected prior, and re connected upon completion.**
- **Zenith Roofing Services will disconnect one side of existing expansion joint, install base flashing on pony wall. Seal and re secure expansion joint. Strip in metal flange of existing expansion joint**

Standard Terms: 50% due at contract execution and 50% due at completion of contract. Quote is valid for 30 days.

Accepted: _____

By: _____

Date: _____

Respectfully Submitted:

Mike Medina

Mike Medina



Conditions

Unless otherwise noted our quotation is based on the following conditions:

- 1. All deck work (metal, wood or other) is not part of our bid.**
- 2. We are to be given reasonable advance notice of required Start Date to adequately schedule and prepare for work.**
- 3. The building is to be ready for roof work so it may be completed in one continuous operation, i.e. all masonry adjacent to any of our materials will be completed, wood nailer as required will be installed, all forming required for expansion joints and openings will be in place, the roof will be free of scaffolding and all other obstructions which will interfere with our operation.**
- 4. Adequate and suitable open storage space for our materials is to be provided near each point of operations outside of and adjacent to the building.**
- 5. Our work is to be performed during regular week-day working hours, unless overtime is arranged by mutual agreement.**
- 6. We are not to be held responsible for delays due to causes beyond our control.**
- 7. If a contract resulting from this quotation is terminated prior to completion, we will be reimbursed for all expenses incurred prior to Notice of Termination. If payment terms are not followed based on contract, any and all installed materials will be removed.**
- 8. We are to be reimbursed by you for cost of repairing any damage done by other to our completed work, or by destructive job-site conditions beyond our control.**
- 9. If you elect to use the Zenith Contract in accepting this quotation, it is agreed and understood that this quotation in its entirety is to become a part thereof unless as amended by mutual agreement.**
- 10. No charges will be made to our account for work performed or materials furnished by others without notifying us and receiving our approval before proceeding with such work.**
- 11. If additional trips are required, due to others, there will be a trip charge assessed.**





Date: January 26th 2021

Contact: Clint Harmon

Client: City of Watauga

Project: Watauga Library

Location: 7109 Whitley Rd

Quote #:

TPO ROOF SPECIFICATIONS __ YEAR ROOF SYSTEM:

Provide all labor, materials, equipment, and supervision as needed to install a complete **MANUFACTURER** reinforced TPO roofing system. All details of installation shall conform to **MANUFACTURER** specifications, details and general recommendations.

This Bid is based on approximately 5807 square feet of roofing surface (Field & Wall).

GENERAL DETAILS:

- Existing Roof System: **TEAR OFF** existing roof system. Inspect and prepare decking prior to installation of roof system. If, at anytime during application of new roof system, it is determined that unexpected deck, supporting structure, or wood nailer repair is necessary, **Owner or Owner's Representative** will be notified and such repair/replacement will be completed on a cost-plus basis. Zenith is not responsible for ponding areas which occur after installation of roof system.
- Insulation: Insulation to consist of (1/2") High Density board over (4") Isocyanurate insulation will be installed to meet **Manufacturer's** specifications. **This meets city codes for R-Value.**
- Field Membrane: Install **MANUFACTURER 60mil** TPO roof system. Roof system to be installed in accordance with **MANUFACTURER** specifications and guidelines.
Membrane to be fully adhered in MANUFACTURER approved adhesive.
Membrane to be mechanically attached with MANUFACTURER approved fasteners and plates.
- Penetrations: All penetrations to be flashed in accordance with **MANUFACTURER** specifications and guidelines. Zenith will supply new TPO flashings, penetration pans and standard vents as needed.
- Drains: All drains to be flashed in accordance with **Manufacturer's** specifications and guidelines. Owner is responsible for insuring free flow operation of existing roof drainage system prior to commencement of re-roof procedure. If, at any time during or after installation of roof system, it is determined that existing drains are unusable or additional drains are required, Owner will contract with



plumber to replace or add drains as needed at the Owner's expense.

Base Flashing:	Install TPO base flashing on all parapets, A/C curbs and where required by MANUFACTURER specifications and guidelines.
Sheetmetal:	Supply and install 24 gauge galvanized sheetmetal counter flashing to A/C curbs and parapet walls as required.
AC Units & Gas Lines:	OWNER is responsible for disconnects, moves, and reconnects of AC units, gas lines, drain lines, and electrical conduit. Zenith will provide wolmanized blocking for all electrical and condensation lines (Owner is responsible). If, at the time of re-installation of existing equipment, it is deemed unusable Owner or Owner's Representative will be notified and such repair / replacement will be completed at cost-plus basis.
Cleanup:	All roof related trash and debris will be removed on a regular basis and at job completion.
Safety:	JOB SAFETY, Zenith takes safety very seriously not for just our employees but for your staff and guests as well. All Zenith employees will meet or exceed OSHA safety requirements.
Special:	See product data sheet for GAF 60 mil TPO for follow on specs
Warranty:	<u>20</u> Year Manufacturer's NDL (No Dollar Limit) Workmanship Warranty <u>20</u> Year Manufacturer's NDS (No Dollar Limit) Material Warranty <u>05</u> Year Extendable Zenith Roof Smart Plan Warranty (The Zenith Roof Smart Plan is an asset protection program designed to prolong the life of your roof system.)

**** On site pre job conference with Owner's Representative, HVAC contractor and any other contractors related to the job.****

Zenith is not responsible for the removal and re-installation of roof top accessories such as antennas, satellite dishes, lightning protection systems, etc.

If interior protection is needed it will be an additional charge

EverGuard® TPO 60 mil Membrane Information Sheet

Updated: 6/18

Fall River Courthouse, Fall River, Massachusetts



*Quality You Can Trust...From
North America's Largest Roofing Manufacturer!™*



EVERGUARD® TPO

MEMBRANE

LOW

Quality You Can
Trust...From
North America's
Largest Roofing
Manufacturer!™

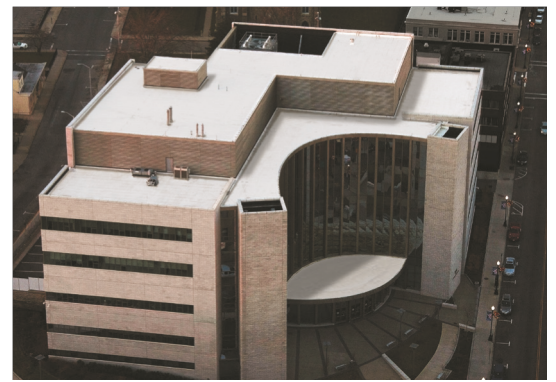
gaf.com

Why TPO

- Great Value—Excellent performance at a cost-effective price
- Excellent Seam Strength—Heat-welded seams provide greater seam strength to taped and other seams
- Long-term Weathering—Excellent long-term heat and UV resistance
- Energy Saving—Highly reflective and emissive white roof can help reduce energy costs and urban heat island effect
- CREST Energy Savings Calculator—See your potential savings at cool.gaf.com
- Versatile Application Method

Why GAF EverGuard® TPO

- Outperforms standard TPO in heat aging and UV tests—the best predictors of TPO performance
 - After accelerated heat aging at 275°F (135°C) for 105 days, EverGuard® TPO showed no cracking—while every one of the competitors' samples had failed! See below:
 - UV testing—Greater than 2.5 times the industry standard (ASTM D6878 weather resistance test)
- Guarantees are available up to 25 years when using EverGuard® TPO 60 mil Membrane.*
- Easier to install due to:
 - Large welding window
 - Most complete line of accessories
 - 10' (3.05 m) wide sheets



Installation

EverGuard® TPO 60 mil Membrane is suitable for all types of single-ply systems:

- Mechanically Attached Application...for a quick and cost-effective system that can be installed practically year-round.
 - RhinoBond® Application...can be applied without using adhesives and installed practically year round. Qualifies for the same guarantee length as an adhered system.*
 - Adhered Application...can be installed with EverGuard® 1121 Solvent-Based Adhesive, EverGuard® Low VOC Adhesive, or EverGuard® WB181 Water-Based Adhesive for the smoothest appearance. Provides excellent wind uplift performance. **Accessories**
- Field fabrication of TPO accessories is time-consuming, costly, inconsistent, and can lead to unreliable details that compromise a watertight roofing system. EverGuard® TPO prefabricated accessories deliver consistent quality and eliminate the worry and problems often associated with field fabrication. They can also boost productivity up to 200%,** while reducing installed cost by up to 12%.

* See applicable guarantee for complete coverage and restrictions.

**Based on GAF estimate to field-fabricate flashing details.



U.S. only



California
Title 24
Compliant



TPO membranes meet the
performance requirements
of ICC ER-6030

**EverGuard® TPO 60 mil
Membrane**

Applicable Standards

UL Listed, FM Approved, Miami-Dade County
Product Control Approved, State of Florida

Approved, CRRC Rated, Title 24 Compliant*, ENERGY STAR® Certified**, ASTM D6878.

Physical Properties	ASTM Test Method	ASTM D6878 Minimum	EverGuard® Typical Test Data
1. Certain data is provided in MD (machine direction) x CMD (cross machine direction) format. 2. Data is based upon typical product performance, and is subject to normal manufacturing tolerance and variance.			
Nominal Thickness	ASTM D751	0.039" (min.) (0.99 mm)	0.060" (1.52 mm)
Breaking Strength	ASTM D751 Grab Method	220 lbf/in. (38.5 kn/m)	305 lbf x 290 lbf (454 x 432 kg/m)
Factory Seam Strength	ASTM D751	66 lbf (98.34 kg/m)	135 lbf (membrane failure) (201.1 kg/m)
Elongation at Break	ASTM D751	15%	30%
Heat Aging	ASTM D573	90% Retention of Breaking Strength and Elongation at Break	100%
Tear Strength	ASTM D751 8" x 8" (203 x 203 mm) Sample	55 lbf (81.95 kg/m)	75 lbf x 130 lbf (111.8 x 193.7 kg/m)
Puncture Resistance	FTM 101C Method 2031	Not Established	380 lb. (172 kg)
Cold Brittleness	ASTM D2137	-40°C	-40°C
Permeance	ASTM E96	Not Established	0.08 Perms
Dimensional Change	ASTM D1204 @158°F (70°C), 6 hrs.	+/-1%	0.4%
Water Absorption	ASTM D471 @158°F (70°C), 1 week	+/-3.0% (top coating only)	0.7%
Hydrostatic Resistance	ASTM D751 Method D	Not Established	430 psi
Ozone Resistance	ASTM D1149	No visible deterioration @ 7 x magnification	No visible deterioration @ 7 x magnification
SRI (Solar Reflectance Index) Initial/Aged	N/A	N/A	94/81 83 Aged Title 24
Reflectivity (white) Initial/Aged	ASTM C1549 ASTM E903	N/A N/A	0.76/0.68 81.9% Reflectance
Emissivity (white) Initial/Aged	ASTM C1371 ASTM E403	N/A N/A	0.90/0.83 0.94
Weather Resistance	ASTM G155/D6878	10,080 KJ/(m² . nm) at 340 nm	>25,000 KJ/(m² . nm) at 340 nm
Heat Aging	ASTM D573	240°F (115°C) for 32 weeks	60 weeks
Thickness Above Scrim	ASTM D7635	Min 30% of Total Thickness	22.1 mil (Nominal)
Guarantee			
Up to 25 years			

*White, Energy Gray, and Energy Tan Membranes Only

**ENERGY STAR® only valid in the U.S.

Product Data

	5'x 100'	6' x100'	8'x100'	10'x100'	12'x100'
Roll Size	(1.52 x 30.5 m) (500 sq. ft. [46.5 sq.m])	(1.83 x 30.5 m) (600 sq. ft. [55.74 sq.m])	(2.44 x 30.5 m) (800 sq. ft. [74.3 sq.m])	(3.05 x 30.5 m) (1,000 sq. ft. [92.9 sq.m])	(3.65 x 30.5 m) (1,200 sq. ft. [111.484 sq.m])
Roll Weight	162 lb. (73.5 kg)	194.4 lb. (88.2 kg)	257 lb. (117 kg)	322 lb. (146.1 kg)	386.4 lb. (175.3 kg)
Colors	White, Tan, Gray				
Storage	Store rolls on their sides on pallets or shelving in a dry area.				
Safety Warning	Membrane rolls are heavy. Position and install by at least two people.				
Note: Membrane rolls shipped horizontally on pallets, stacked pyramid-style and banded. Product sizes, dimensions, and widths are nominal values and are subject to normal manufacturing/packaging tolerance and variation.					

RhinoBond® is a registered trademark of OMG.



*Quality You Can Trust...
From North America's
Largest Roofing Manufacturer!™*

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GOVERNMENTAL CONTRACT AND PURCHASING RIDER
FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contractor, consultant or vendor, identified below, agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a **specifically executed provision** within the contract or purchase order, provided same is permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

Application. This GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF WATAUGA, TEXAS ("Governmental Rider") applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Response to Solicitation or Bid, Contract or Purchase Order, as applicable, ("Contract") (attached hereto) of Zenith Roofing, ("Vendor"). The Contract involved in this Governmental Rider is described as follows:

Library Roof

Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to Vendor presented by invoice to the City if necessary to conform the amount to the terms of the contract.

Multiyear Contracts. If the City's City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the Contract at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received, provided such action is not prohibited by law. The City determines that any such local bidder offers the City the best combination of contract price and additional economic development opportunities.

No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication initiated by the proposed Vendor to a City official or employee evaluating or considering the responses prior to the time a

formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between the proposed Vendor and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending Vendor from consideration or award of the solicitation then in evaluation, or any future solicitation.

Abandonment or Default. A Vendor who abandons or defaults the work on the contract and causes the City to purchase goods, materials or services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto; may be considered disqualified in any re-advertisement of the service; and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

Disclosure of Litigation. Each prospective Vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the Vendor or which has occurred in the past in which the Vendor has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

Cancellation. the City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the Vendor. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

Annual Vendor Performance Review. The City reserves the right to review the Vendor's performance at the end of each twelve-month contract period and to cancel all or part of the Contract (without penalty) or continue the contract through the next period.

Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the Vendor will comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court, administrative bodies or tribunals in any matter affecting the performance of the Contract, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations.

Compliance with all Codes, Permitting and Licensing Requirements. The successful Vendor shall comply with all national, state and local laws and regulations as well as those of any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful Vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

Indemnity and Independent Vendor Status of Vendor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the Contract and/or arising out of a willful or negligent act or omission of the Vendor its officers, agents, and employees. It is understood and agreed that the Vendor and any employee or sub-contractor of Vendor shall not be considered an employee of the City. The Vendor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all Vendor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City or is found to interfere with the effective and efficient operation of the City's workplace.

Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the Contract. At the City's request the Vendor shall provide and shall cause all subcontractors to provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law is invalid. (Chapter 552, Texas Government Code).

Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Tarrant County, Texas.

Right to trial by Jury. Any provision of the Contract that seeks to waive an aggrieved Party's right to trial by jury is void unless agreed to by specific acknowledgement of the provision within the contract.

Certificate of Interested Parties (TEC Form 1295). For contracts that require City Council approval or that is for services that would require a person to register as a lobbyist under Chapter 305 of the Government Code, the City may not accept or enter into a contract until it has received from the Vendor a completed and signed Texas Ethics Commission (TEC) Form 1295 complete with a certificate number assigned by the (TEC), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Vendor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any potential Vendor with respect to the proper completion of the TEC Form 1295.

Anti-Boycott Israel Verification. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company, excluding a sole proprietorship, with 10 or more full-time employees for goods or services valued at \$100,000 or more unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

The signatory executing the Contract on behalf of Vendor verifies that Vendor and its parent company, wholly-owned subsidiaries, majority-owned subsidiaries and other affiliates, if any, do not boycott Israel and, to the extent the Contract is a contract for goods or services, will not boycott Israel during the term of the Contract. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The signatory understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit. This section does not apply to a Vendor which is a sole proprietorship and/or which has less than 10 full-time employees. This section does not apply to a contract valued at less than \$100,000,

Iran, Sudan, and Foreign Terrorist Organizations. The signatory executing the Contract on behalf of Vendor represents that neither Vendor nor any of its parent company, wholly-owned

subsidiaries, majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the entity and each of its parent company, wholly-owned subsidiaries, majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The signatory understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the signatory and exists to make a profit.

CITY OF WATAUGA, TEXAS

By: _____
Andrea Gardner, City Manager

Date: _____

Zenith Roofing Services
Vendor
By: Kelli Roper, as rep.
Name: Kelli Roper
Title: Accts mgr
Date: 3/11/21

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Zenith Roofing Services
Fort Worth, TX United States

Certificate Number:
2021-732549

Date Filed:
03/30/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Watauga

Date Acknowledged:

4-1-2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2021
Roofing services and supplies

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Kelli Popper and my date of birth is 5/10/74

My address is 3200 W. BOIT ST FT. WORTH TX 76110 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Janest County, State of Texas, on the 3rd day of Mar, 2021
(month) (year)

Kelli Popper, Offc mgr
Signature of authorized agent of contracting business entity
(Declarant)



AGENDA MEMORANDUM

DATE: April 5, 2021

TO: Honorable City Council Members

FROM: Shawn Fannan, Fire Chief

THROUGH: Andrea Gardner, City Manager

SUBJECT: Consider action on approving a license agreement between the City of Watauga and the Dallas-Fort Worth Skyhawks to provide the summer camp program for Watauga Parks and Community Services and authorize the City Manager to execute the agreement in a form approved by the City Attorney

BACKGROUND/INFORMATION:

City staff negotiated the terms of the attached license agreement. Per the agreement the Skyhawks Sports will operate a Summer Day Camp on location at 7901 Indian Springs Rd, Watauga, TX. Skyhawks will provide all coaches, curriculum and equipment to operate the camp. Watauga will provide the space, including an activity room, outdoor fields, and gymnasium when available. Campers will provide their own lunch, snacks and drinks. Skyhawks does not have a transportation option, so all camp activities will take place on site. The camp will begin on Monday, May 31, 2021 and end on Friday, August 13, 2021. The hours the camp will operate are 7:00 am to 5:00 pm each business week day.

The Skyhawks coaches will be required to successfully complete a background check and be CPR/first aid certified.

FINANCIAL IMPLICATIONS:

The camp fees will be \$125 per week or \$450 per month. The monthly fees are discounted. A sibling discount of \$25 per week will also be offered. The City will fees will be collected in accordance with the City's adopted fee schedule.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve the license agreement between the City of Watauga and the Skyhawks Sports program to provide Summer Camp for the 2021 summer season.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. 4896_License Agreement - Skyhawks Sports Day Camp April 2021 EDITED



AGENDA MEMORANDUM

2. Watauga Summer Camp (2)

REVIEWED BY:

Shawn Fannan, Fire Chief

Karrie Marling, Legal

George Hyde, Legal

Sandra Gibson, Director of Finance

Andrea Gardner, City Manager

Raquel Guajardo, Deputy City Secretary

Approved as to form for inclusion on Agenda

Approved - 4/7/2021

Approved - 4/9/2021

Approved - 4/9/2021

Approved - 4/9/2021

Approved - 4/9/2021

Final Approval - 4/9/2021

LICENSE AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF

§

KNOW ALL PERSONS BY THESE PRESENTS:

§

TARRANT

This AGREEMENT is made this _____ day of _____, 2021, by and between the CITY OF WATAUGA, a Texas home rule municipal corporation located in Tarrant County, Texas, acting by and through its City Manager, (hereinafter called "LICENSOR"), and Maglo LLC, a limited liability corporation (herein called "LICENSEE").

A. Recitals

LICENSOR is the owner of the following described real Properties (the "PROPERTY"):

Hector F. Garcia Community Center, 7901 Indian Springs Rd, Watauga. Texas.

LICENSEE desires to exercise certain rights and privileges upon the PROPERTY, to-wit: conduct a summer day camp for a set fee to participants.

LICENSOR finds a public purpose in allowing the use of the PROPERTY for the intended purpose, provided LICENSEE makes the program available to City of Watauga residents and Recreation Center Members in coordination with the City's Community Services Department.

NOW, THEREFORE, it is agreed as follows:

B. License

LICENSEE shall have the right to conduct a summer camp program, known as Summer Camp, on the PROPERTY during the times and dates set out in the schedule attached hereto as Exhibit "A".

C. Consideration

1. In consideration for this license, LICENSEE shall coordinate with the Recreation Programmer to provide City of Watauga residents and Recreation Center Members access to participation in the Summer Camp.
2. In consideration for this license, LICENSEE shall pay the City of Watauga a facility rental fee in accordance with the City of Watauga's most recently adopted fee schedule.

D. Use of Property

1. LICENSEE agrees to only use those areas of the Property as designated by the City of Watauga's Interim Parks & Community Services Director, or the Director's designee, (the "Director").

2. As the Primary Locations serve the residents of Watauga, and the Director must be responsive to the needs of the residents, all decisions of the Director regarding the time, place and manner of use of the Primary Locations under this Agreement shall be final.
3. LICENSEE may only use an Alternate Location only with the approval of the Director.
4. LICENSEE shall make no modifications to the PROPERTY.
5. LICENSEE will, at the completion of this AGREEMENT, return the PROPERTY to CITY in as good condition as at the commencement of the term hereof with normal wear and tear, acts of GOD, or unavoidable accident only excepted.
6. LICENSEE agrees to hold CITY harmless for any theft, damages or destruction of signs, goods and/or other property of LICENSEE both during the term of the AGREEMENT and as so left on the PROPERTY after LICENSEE vacates the PROPERTY. If any signs, goods, or any other property placed by LICENSEE upon the PROPERTY are not removed within thirty (30) days after the PROPERTY is vacated, then the CITY may remove same without further notice or liability, therefore.

E. Non-assignable

This LICENSE is personal to the LICENSEE. It is not assignable, and any attempt to assign this license, will terminate the license.

F. Term.

Subject to the provisions set out in the subsections of this Section F below, this AGREEMENT shall be in effect for a period of one (1) year from the date of execution.

1. The right is expressly reserved to LICENSOR to cancel this AGREEMENT in the event this AGREEMENT is deemed by City Council to be inconsistent with the best public use of the property, upon thirty (30) days prior notice to LICENSEE.
2. The right is expressly reserved to LICENSOR to cancel this AGREEMENT in the event LICENSEE shall fail to comply with any term, provision, or covenant of this AGREEMENT, and shall not cure such failure within ten (10) days after written notice thereof.

G. Insurance

1. Before commencing work under this agreement, LICENSEE shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:
 - (a) General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence

basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$1,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the LICENSEE or its employees or associates carrying out the activities authorized by this LICENSE. The general aggregate shall be no less than \$1,000,000.

- (b) Qualifying Insurance: The insurance required by this Agreement shall be written by a non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form, unless the certificate of insurance clearly state coverage is on a "claims made" basis and such coverage remains in effect for at least two years after termination of this Agreement with the LICENSEE continuing to furnish the City certificates of insurance.

I. Indemnity

TO THE EXTENT AUTHORIZED BY LAW, LICENSEE SHALL HOLD HARMLESS, DEFEND, AND INDEMNIFY LICENSOR AGAINST ANY SUITS, LIABILITIES, CLAIMS, DEMANDS, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES AND ATTORNEYS' FEES, ARISING FROM LICENSEE'S EXERCISE OF THE LICENSE UNDER THIS AGREEMENT.

[SIGNATURES ON THE FOLLOWING PAGE]

This License Agreement is executed this ____ day of April, 2021, at Watauga, Texas.

LICENSOR:

LICENSEE:

CITY OF WATAUGA, TEXAS

BY: _____
Andrea Gardner, City Manager

BY: _____
Tony Cavalle, Owner
Maglo, LLC
(DBA Skyhawk Sports DFW)

ATTEST:

Andrea Gardner, TRMC
City Secretary

APPROVED AS TO LEGAL FORM:

George Hyde, City Attorney
Russell Rodriguez Hyde & Bullock, LLP

**SKYHAWKS SPORTS ACADEMY
PRESENTS....**

SUMMER CAMP

\$450

MONTHLY

\$125

WEEKLY

**STARTING 5/31
AT WATAUGA RECREATION CENTER**



**Outdoor Games, Treasure Hunt, Story Telling, Sports
Activities, Interactive Games, and many more exciting
games...!!!**

For more info: 214 693 7196 | Visit us: www.skyhawks.com



AGENDA MEMORANDUM

DATE: March 23, 2021

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Discuss and consider action on an ordinance of the City of Watauga, Texas, amending ordinance 2021-012, which amended ordinance 2021-004 providing for and ordering a general election to be held on May 1, 2021, for the purpose of electing a Mayor and City Council member Place 3, City Council member Place 4, and City Council member Place 5; providing for a joint election to be held with other entities; setting the date, place and time of said election; providing for election precincts and polling places; authorizing the execution of a joint election agreement with Tarrant County; providing for repeal; providing for severability; providing an effective date and containing other provisions related to the subject.

BACKGROUND/INFORMATION:

Texas Election Code Section 3.004(a)(3) requires the governing body of a political subdivision, that has elective offices, to order a general election for those officers . Section 3.005(c) requires the election to be ordered not later than the 78th day before election day, if held on a uniform election date.

City Charter Section 3.01 states "The legislative and governing body of the city shall be known as the "city council of the City of Watauga" and shall consist of eight members including seven councilmembers elected by place number and a mayor. The term "member of city council" shall mean the mayor or an individual councilmember. The place numbers for the seven (7) councilmembers shall be known as Place 1, Place 2, Place 3, Place 4, Place 5, Place 6 and Place 7. All members of the city council are to be elected pursuant to majority vote from the city at large. The members of the city council shall be elected under the general provisions of article IV of this Charter for terms of office as set forth below, provided however, that if the dates specified for a general or special election in applicable law are altered or amended, such terms shall extend until the next date specified for conducting a general or special election following the expiration of the originally contemplated term. Terms of office for members of the city council shall be two years in accordance with the following schedule. Regular terms of office shall commence immediately following the canvass of votes for the election as provided by this Charter. Terms of office for councilmembers in places 1, 2, 6 and 7 shall expire in May of even-



AGENDA MEMORANDUM

numbered years. Terms of office for mayor and councilmembers in places 3, 4 and 5 shall expire in May of odd-numbered years."

City Charter Article IV, Section 4.02 states "The city elections shall be held at a time to be set by resolution of the city council on those days specified by applicable law at which time officers shall be elected to fill those offices as required by this Charter, announced in accordance with the applicable law and with the ordinances adopted by the city council for the conduct of the elections."

On January 25, 2021, the City Council approved Ordinance No. 2021-004 ordering the election. At the time of approval, the City Manager informed the Council that the order would require a revision after the Early Voting schedule and locations were finalized. Due to election law deadlines (Section 3.005) not coinciding with Tarrant County Elections finalizing the early voting schedule and locations, the order must be amended.

On March 8, 2021, the City Council approved Ordinance No. 2021-012 amending the election order to include the final EV schedule and locations. On March 22, 2021, the Tarrant County Elections Administrator provided the Election Day voting locations list. Per State Law, the ordinance must be amended to reflect updates and changes to either the Early Voting and Election Day schedule and locations. The new schedules received from Tarrant County were posted on the City's website and official bulletin board on March 22, 2021.

FINANCIAL IMPLICATIONS:

City of Watauga contracts with Tarrant County for election services. Once the contract is received, the City Secretary will submit to the City Council for approval.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve Ordinance No. 2021-020, amending the General Election Order for City Council Places of Mayor, Places 3, 4 & 5

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Joint_contract_entities 0521 - 20210322 - FINAL (002)
2. ATTACHMENT A - Locations
3. ATTACHMENT B 2021
4. Ord amending ordinance calling 2021 Gen Election Approved by Legal Apr 9 2021

REVIEWED BY:

Karrie Marling, Legal

Approved - 4/9/2021



AGENDA MEMORANDUM

George Hyde, Legal
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 4/9/2021
Approved - 4/9/2021
Final Approval - 4/9/2021

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

ARLINGTON ISD	CITY OF ROANOKE
AZLE ISD	CITY OF SAGINAW
BIRDVILLE ISD	CITY OF SANSOM PARK
CARROLL ISD	CITY OF SOUTHLAKE
CASTLEBERRY ISD	CITY OF WATAUGA
CITY OF ARLINGTON	CITY OF WESTWORTH VILLAGE
CITY OF AZLE	CROWLEY ISD
CITY OF BEDFORD	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF BENBROOK	EVERMAN ISD
CITY OF BLUE MOUND	FORT WORTH ISD
CITY OF COLLEYVILLE	GODLEY ISD
CITY OF EULESS	GRAPEVINE-COLLEYVILLE ISD
CITY OF EVERMAN	HURST-EULESS-BEDFORD ISD
CITY OF FORT WORTH	KELLER ISD
CITY OF GRAND PRAIRIE	KENNEDALE ISD
CITY OF GRAPEVINE	LEWISVILLE ISD
CITY OF HALTOM CITY	MANSFIELD ISD
CITY OF HASLET	NORTHWEST ISD
CITY OF HURST	TARRANT REGIONAL WATER DISTRICT
CITY OF KELLER	TOWN OF EDGECLIFF VILLAGE
CITY OF KENNEDALE	TOWN OF FLOWER MOUND
CITY OF LAKE WORTH	TOWN OF LAKESIDE
CITY OF MANSFIELD	TOWN OF PANTEGO
CITY OF NORTH RICHLAND HILLS	TOWN OF WESTLAKE
CITY OF PELICAN BAY	TARRANT COUNTY
CITY OF RICHLAND HILLS	FOREST HILL LIBRARY DISTRICT
CITY OF RIVER OAKS	TARRANT COUNTY COLLEGE

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or "Party".

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 1, 2021 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 1, 2021. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 5, 2021.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as “Entities” or “participating authorities”, desire to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County’s elections services through the Elections Administrator’s office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

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

I. ADMINISTRATION

The Parties agree to hold a “Joint Election” with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/participating authorities by the Election Administrator’s office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

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

Each participating authority agrees to adopt the adopt the Verity Voting System v. 2.4, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary Of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

If polling places for the May 1, 2021 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 1, 2021 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

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

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

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

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

members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

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

X. RUNOFF ELECTIONS

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

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

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 1, 2021 election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 5, 2021.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the voting sites located within their jurisdiction. Participating authorities that do not have a voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

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

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

Cost schedule and invoicing.

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

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

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

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of

this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 1, 2021 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

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

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ARLINGTON ISD	31	8.04	\$ 45,337.16	\$ 34,010.00
AZLE ISD	4	1.00	\$ 5,746.24	\$ 4,310.00
BIRDVILLE ISD	6	2.00	\$ 18,080.67	\$ 13,570.00
CARROLL ISD	3	0.75	\$ 5,066.97	\$ 3,810.00
CASTLEBERRY ISD	3	0.65	\$ 3,700.44	\$ 2,780.00
CITY OF ARLINGTON	31	7.65	\$ 42,926.33	\$ 32,200.00
CITY OF AZLE	2	0.58	\$ 4,377.48	\$ 3,290.00
CITY OF BEDFORD	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF BENBROOK	1	0.50	\$ 7,288.56	\$ 5,470.00
CITY OF BLUE MOUND	1	0.20	\$ 3,328.67	\$ 2,500.00
CITY OF COLLEYVILLE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF EULESS	3	0.75	\$ 6,089.38	\$ 4,570.00
CITY OF EVERMAN	1	0.25	\$ 3,403.65	\$ 2,560.00
CITY OF FORT WORTH	114	31.47	\$ 149,938.54	\$ 112,460.00
CITY OF GRAND PRAIRIE	4	1.08	\$ 7,181.45	\$ 5,390.00
CITY OF GRAPEVINE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HALTOM CITY	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HASLET	1	0.25	\$ 6,326.50	\$ 4,750.00
CITY OF HURST	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF KELLER	3	1.00	\$ 7,098.18	\$ 5,330.00
CITY OF KENNEDALE	2	0.27	\$ 4,473.56	\$ 3,360.00
CITY OF LAKE WORTH	2	0.37	\$ 6,593.04	\$ 4,950.00
CITY OF MANSFIELD	6	1.35	\$ 9,926.49	\$ 7,450.00
CITY OF NORTH RICHLAND HILLS	3	1.08	\$ 11,195.00	\$ 8,400.00
CITY OF PELICAN BAY	1	0.25	\$ 3,389.90	\$ 2,550.00
CITY OF RICHLAND HILLS	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF RIVER OAKS	2	0.45	\$ 3,107.90	\$ 2,340.00
CITY OF ROANOKE	0	0.00	\$ 400.00	\$ 300.00
CITY OF SAGINAW	4	0.90	\$ 5,773.27	\$ 4,330.00
CITY OF SANSOM PARK	1	0.20	\$ 2,320.19	\$ 1,750.00
CITY OF SOUTHLAKE	2	0.50	\$ 4,326.29	\$ 3,250.00
CITY OF WATAUGA	2	0.75	\$ 4,963.39	\$ 3,730.00
CITY OF WESTWORTH VILLAGE	1	0.33	\$ 2,905.89	\$ 2,180.00
CROWLEY ISD	11	2.71	\$ 18,013.87	\$ 13,520.00
EAGLE MOUNTAIN-SAGINAW ISD	8	1.80	\$ 8,975.97	\$ 6,740.00
EVERMAN ISD	7	1.50	\$ 7,595.01	\$ 5,700.00
FORT WORTH ISD	94	26.48	\$ 104,347.52	\$ 78,270.00
GODLEY ISD	0	0.00	\$ 400.00	\$ 300.00
GRAPEVINE-COLLEYVILLE ISD	3	0.83	\$ 10,189.86	\$ 7,650.00

HURST-EULESS-BEDFORD ISD	6	1.67	\$ 16,416.59	\$ 12,320.00
KELLER ISD	11	3.28	\$ 22,559.92	\$ 16,920.00
KENNEDALE ISD	2	0.27	\$ 4,473.56	\$ 3,360.00
LEWISVILLE ISD	0	0.00	\$ 400.00	\$ 300.00
MANSFIELD ISD	12	2.64	\$ 16,631.55	\$ 12,480.00
NORTHWEST ISD	6	1.70	\$ 10,660.76	\$ 8,000.00
TARRANT REGIONAL WATER DISTRICT	115	31.60	\$ 149,306.12	\$ 111,980.00
TOWN OF EDGECLIFF VILLAGE	1	0.17	\$ 2,715.28	\$ 2,040.00
TOWN OF FLOWER MOUND	0	0.00	\$ 400.00	\$ 300.00
TOWN OF LAKESIDE	1	0.17	\$ 5,823.40	\$ 4,370.00
TOWN OF PANTEGO	1	0.25	\$ 3,042.93	\$ 2,290.00
TOWN OF WESTLAKE	3	0.62	\$ 4,502.18	\$ 3,380.00
TARRANT COUNTY	48	11.81	\$ 83,652.70	\$ 62,740.00
FOREST HILL LIBRARY DISTRICT	1	0.33	\$ 3,997.96	\$ 3,000.00
TARRANT COUNTY COLLEGE	93	23.54	\$ 156,093.91	\$ 117,080.00
TOTALS	663	176	\$1,034,611.14	\$ 776,230.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIV. RECORDS OF THE ELECTION

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

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

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

XV. RECOUNTS

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

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

XVI. MISCELLANEOUS PROVISIONS

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

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

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

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Myrtice and Curtis Larson Elementary School	Library	2620 Avenue K	Grand Prairie, TX 75050
Asia Times Square	Hallway in Front of Suite 820	2625 West Pioneer Parkway	Grand Prairie, TX 75051
James Starrett Elementary School	Main Hallway	2675 Fairmont Drive	Grand Prairie, TX 75052
Anna May Daulton Elementary School	Cafeteria	2607 North Grand Peninsula Drive	Grand Prairie, TX 75054
Kenneth Davis Elementary School	Cafeteria	900 Eden Road	Arlington, TX 76001
R. F. Patterson Elementary School	Lobby	6621 Kelly Elliott Road	Arlington, TX 76001
Janet Brockett Elementary School	Cafeteria	810 Dove Meadows Drive	Arlington, TX 76002
MISD Student Nutrition Department	Foyer	1151 Mansfield Webb Road	Arlington, TX 76002
Dora E. Nichols Junior High School	Gym B	2201 Ascension Boulevard	Arlington, TX 76006
Elzie Odom Athletic Center	Upstairs Hallway	1601 Northeast Green Oaks Boulevard	Arlington, TX 76006
Sherrod Elementary School	Gym	2626 Lincoln Drive	Arlington, TX 76006
Arlington ISD Dan Dipert Career & Technical Center	Rooms B-102.00 & B-103.00	2101 Browning Drive	Arlington, TX 76010
Meadowbrook Recreation Center	Large Meeting Room	1400 Dugan Street	Arlington, TX 76010
Tarrant County Sub-Courthouse in Arlington	1st Floor Conference Room	700 East Abram Street	Arlington, TX 76010
John Webb Elementary School	In Front of Library	1200 North Cooper Street	Arlington, TX 76011
Berta May Pope Elementary School	Gym - In Back of Main Building	901 Chestnut Drive	Arlington, TX 76012
Lamar High School	Room 1109	1400 West Lamar Boulevard	Arlington, TX 76012
Bailey Junior High School	North Gym	2411 Winewood Lane	Arlington, TX 76013
C. C. Duff Elementary School	Front Door Main Hallway	3100 Lynnwood Drive	Arlington, TX 76013
South Davis Elementary School	Hallway Near Library	2001 South Davis Drive	Arlington, TX 76013
Town of Pantego Council Chambers	Council Chambers	1614 South Bowen Road	Pantego, TX 76013
Atherton Elementary School	Stem Lab	2101 Overbrook Drive	Arlington, TX 76014
Bob Duncan Center	Music Room	2800 South Center Street	Arlington, TX 76014
Advent Lutheran Church	Luther Hall	3232 South Cooper Street	Arlington, TX 76015
Charles W. Young Junior High School	North Gym	3200 Woodside Drive	Arlington, TX 76016
Miller Elementary School	Room 102	6401 West Pleasant Ridge Road	Arlington, TX 76016
Ruth Ditto Elementary School	Cafeteria	3001 Quail Lane	Arlington, TX 76016
Dalworthington Gardens City Hall	Annex Building	2600 Roosevelt Drive	Dalworthington Gardens, TX 76016
City of Arlington South Service Center	Training Room	1100 Southwest Green Oaks Boulevard	Arlington, TX 76017

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Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Corey Academy	Cafeteria	5200 Kelly Elliott Road	Arlington, TX 76017
Truett Boles Junior High School	Gym A	3900 Southwest Green Oaks Boulevard	Arlington, TX 76017
Ferguson Education Center	Lobby or Cafetorium	600 Southeast Green Oaks Boulevard	Arlington, TX 76018
Fitzgerald Elementary School	Lobby	5201 Creek Valley Drive	Arlington, TX 76018
L. R. Bebensee Elementary School	Lobby	5900 Inks Lake Drive	Arlington, TX 76018
B. J. Clark Building	Senior Center	601 Southeast Parkway	Azle, TX 76020
Pelican Bay City Hall	Council Room	1300 Pelican Circle	Pelican Bay, TX 76020
Pat May Center	Rooms D2 & D3	1849-B Central Drive	Bedford, TX 76022
Precinct One Garage	Large Meeting Room	800 East Rendon Crowley Road	Burleson, TX 76028
Tarver Rendon Elementary School	Front Foyer	6065 Retta Mansfield Road	Burleson, TX 76028
Colleyville City Hall	2nd Floor Training Room	100 Main Street	Colleyville, TX 76034
Crowley 9th Grade Campus	Library	1016 FM 1187	Crowley, TX 76036
Eules Family Life Senior Center	Arts & Crafts Room	300 West Midway Drive	Eules, TX 76039
St. John Missionary Baptist Church	Family Life Center	3324 House Anderson Road	Eules, TX 76040
The REC of Grapevine	Hallway on Senior Side/Outside of Stewart Hall	1175 Municipal Way	Grapevine, TX 76051
Former Haslet Elementary School	Library	501 School House Road	Haslet, TX 76052
Sendera Ranch Elementary School	Gym	1216 Diamondback Lane	Haslet, TX 76052
Brookside Center	Main Room	1244 Brookside Drive	Hurst, TX 76053
Kennedale Community Center	Community Center	316 West 3rd Street	Kennedale, TX 76060
Donna Shepard Leadership Academy	Gym 1	1280 FM Road 1187	Mansfield, TX 76063
J. L. Boren Elementary School	Library	1401 Country Club Drive	Mansfield, TX 76063
Mansfield Sub-Courthouse	First Floor Conference Room	1100 East Broad Street	Mansfield, TX 76063
Vernon Newsom Stadium	Lou Spiegel Community Room	3700 East Broad Street	Mansfield, TX 76063
Southlake Town Hall	3rd Floor Training Rooms A,B,C,D	1400 Main Street	Southlake, TX 76092
Greenway Church	Lobby & Hallway	1816 Delga Street	Fort Worth, TX 76102
Tarrant County Plaza Building	Early Voting Room 3rd Floor	201 Burnett Street	Fort Worth, TX 76102
Trinity Terrace	Chisholm Room	1600 Texas Street	Fort Worth, TX 76102
Christ Cathedral Church	Event Center or Café Area	3201 Purington Avenue	Fort Worth, TX 76103
Meadowbrook Elementary School	Cafeteria	4330 Meadowbrook Drive	Fort Worth, TX 76103

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Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Sagamore Hill Elementary School	Hallway	701 South Hughes Avenue	Fort Worth, TX 76103
Carroll Peak Elementary School	Cafeteria	1201 East Jefferson Avenue	Fort Worth, TX 76104
Community Christian Church Education Building	Cafeteria/Conference Room	1720 Vickery Boulevard East	Fort Worth, TX 76104
De Zavala Elementary School	Hallway, Northeast Side	1419 College Avenue	Fort Worth, TX 76104
Morningside Elementary School	Auditorium	2601 Evans Avenue	Fort Worth, TX 76104
Southside Community Center	Hazel B Room	959 East Rosedale Street	Fort Worth, TX 76104
Van Zandt-Guinn Elementary School	Cafeteria	600 Kentucky Avenue	Fort Worth, TX 76104
Brighter Outlook Center	Gym	4910 Dunbar Street	Fort Worth, TX 76105
D. McRae Elementary School	Science Lab West Wing	3316 Avenue N	Fort Worth, TX 76105
S. S. Dillow Elementary School	Auditorium	4000 Avenue N	Fort Worth, TX 76105
Sycamore Recreation Center	Multi-Purpose Room	2525 East Rosedale Street	Fort Worth, TX 76105
William M. McDonald YMCA	Studio A	2701 Moresby Street	Fort Worth, TX 76105
Diamond Hill Community Center	Multi-Purpose Room	1701 Northeast 36th Street	Fort Worth, TX 76106
Diamond Hill/Jarvis Branch Library	Meeting Room	1300 Northeast 35th Street	Fort Worth, TX 76106
Iglesia Palabra de Amor	Dining Hall	3402 Northwest 28th Street	Fort Worth, TX 76106
Jo Kelly School	Gym	201 North Bailey Avenue	Fort Worth, TX 76107
JPS Health Center Viola M. Pitts/Como	Lower Level, Suite 100	4701 Bryant Irvin Road North, Lower Level, Suite 1	Fort Worth, TX 76107
Middle Level Learning Center	Gym	3813 Valentine Street	Fort Worth, TX 76107
North Hi Mount Elementary School	Gym	3801 West 7th Street	Fort Worth, TX 76107
Westover Hills Town Hall	Town Hall	5824 Merrymount Road	Westover Hills, TX 76107
G.I.F.T. Ministries	The Sanctuary	300 Expedition Drive	Fort Worth, TX 76108
McLean 6th Grade School	Auditorium	3201 South Hills Avenue	Fort Worth, TX 76109
Southcliff Baptist Church	Main Concourse	4100 Southwest Loop 820	Fort Worth, TX 76109
Southwest Regional Library	Meeting Room	4001 Library Lane	Fort Worth, TX 76109
St. Stephen Presbyterian Church	Parish Hall	2700 McPherson Avenue	Fort Worth, TX 76109
Tanglewood Elementary School	Cafeteria	3060 Overton Park Drive West	Fort Worth, TX 76109
E. M. Daggett Elementary School	Gym	958 Page Avenue	Fort Worth, TX 76110
George C. Clarke Elementary School	Cafeteria	3300 South Henderson Street	Fort Worth, TX 76110
Lily B. Clayton Elementary School	Cafeteria	2000 Park Place Avenue	Fort Worth, TX 76110

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Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
R. L. Paschal High School	Gus Bates Center	2911 Forest Park Boulevard	Fort Worth, TX 76110
Richard J. Wilson Elementary School	Gym	900 West Fogg Street	Fort Worth, TX 76110
Southside Church of Christ	Front Foyer	2101 Hemphill Street	Fort Worth, TX 76110
Worth Heights Community Center	Activity Room 4	3551 New York Avenue	Fort Worth, TX 76110
Worth Heights Elementary School	Cafeteria	519 East Butler Street	Fort Worth, TX 76110
Andrew "Doc" Session Community Center	Large Activity Room	201 South Sylvania Avenue	Fort Worth, TX 76111
Knights of Columbus	Main Hall	3809 Yucca Avenue	Fort Worth, TX 76111
Mercy Culture Church	Meeting Area	1701 Oakhurst Scenic Drive	Fort Worth, TX 76111
Riverside Applied Learning Center	Library	3600 Fossil Drive	Fort Worth, TX 76111
Riverside Community Center	Large Meeting Room/Center Gym	3700 East Belknap Street	Fort Worth, TX 76111
Versia L. Williams Elementary School	Library	901 Baurline Street	Fort Worth, TX 76111
Atwood McDonald Elementary School	Gym	1850 Barron Lane	Fort Worth, TX 76112
East Regional Library	Meeting Room	6301 Bridge Street	Fort Worth, TX 76112
Eastern Hills High School	Front Foyer Lobby	5701 Shelton Street	Fort Worth, TX 76112
First Jefferson Unitarian Universalist Church	Fellowship Hall (Coleman Hall)	1959 Sandy Lane	Fort Worth, TX 76112
Handley-Meadowbrook Community Center	Multi-Purpose # 2	6201 Beaty Street	Fort Worth, TX 76112
Martin Luther King Community Center	Gym	5565 Truman Drive	Fort Worth, TX 76112
Paul Laurence Dunbar High School	Drum Percussion Room	5700 Ramey Avenue	Fort Worth, TX 76112
St. Matthew United Methodist Church	Fellowship Hall	2414 Hitson Lane	Fort Worth, TX 76112
River Oaks Annex	Lobby	4900 River Oaks Boulevard	River Oaks, TX 76114
River Oaks United Methodist Church	Fellowship Hall	4800 Ohio Garden Road	River Oaks, TX 76114
Sansom Park City Hall	Council Chambers	5705 Azle Avenue	Sansom Park, TX 76114
Westworth Village City Hall	Community Room	311 Burton Hill Road	Westworth Village, TX 76114
Carter Park Elementary School	Auditorium	1204 East Broadus Avenue	Fort Worth, TX 76115
El Buen Pastor Baptist Church	North Building	4800 Merida Avenue	Fort Worth, TX 76115
Hubbard Heights Elementary School	Auditorium	1333 West Spurgeon Street	Fort Worth, TX 76115
James Avenue Service Center	Cafeteria	5001 James Avenue	Fort Worth, TX 76115
Agape Baptist Church	Faith Hall	3900 Southwest Boulevard	Fort Worth, TX 76116
Country Inn & Suites	Meeting Room	2730 South Cherry Lane	Fort Worth, TX 76116

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Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Faith Lutheran Church	Fellowship Hall	4551 Southwest Boulevard	Fort Worth, TX 76116
Harvest United Methodist Church	Fellowship Hall	6036 Locke Avenue	Fort Worth, TX 76116
R. D. Evans Community Center	Multi-Purpose Room	3242 Lackland Road	Fort Worth, TX 76116
Haltom City Northeast Center	Classroom E - Northwest Corner of Building	3201 Friendly Lane	Haltom City, TX 76117
First Baptist Hurst at the Trails	Lobby or Gym	9208 Trammel Davis Road	Fort Worth, TX 76118
Richland Hills City Hall	Council Chambers	3200 Diana Drive	Richland Hills, TX 76118
A. M. Pate Elementary School	Front Foyer In Front of Auditorium	3800 Anglin Drive	Fort Worth, TX 76119
Beth Eden Missionary Baptist Church	Gym	3208 Wilbarger Street	Fort Worth, TX 76119
Bradley Center	Main Room	2601 Timberline Drive	Fort Worth, TX 76119
Glen Park Elementary School	Gym	3601 Pecos Street	Fort Worth, TX 76119
Griffin-Poly Sub-Courthouse	Early Voting Room	3212 Miller Avenue	Fort Worth, TX 76119
Sunrise-McMillian Elementary School	Gym	3409 Stalcup Road	Fort Worth, TX 76119
W. M. Green Elementary School	Gym	4612 David Strickland Road	Fort Worth, TX 76119
Central Bible Church - The Connection	Lobby	8200 Anderson Boulevard	Fort Worth, TX 76120
Meadowcreek Elementary School	Gym	2801 Country Creek Lane	Fort Worth, TX 76123
Benbrook Community Center	Main Room	228 San Angelo Avenue	Benbrook, TX 76126
Blue Mound City Hall	Council Chambers	301 South Blue Mound Road	Blue Mound, TX 76131
Northbrook Elementary School	Gym Hall	2500 Cantrell Sansom Road	Fort Worth, TX 76131
Sonny and Allegra Nance Elementary School	Cafeteria	701 Tierra Vista Way	Fort Worth, TX 76131
Oakmont Elementary School	Cafeteria	6651 Oakmont Trail	Fort Worth, TX 76132
St. Peter's Antiochian Orthodox Church	Booth Hall	7601 Bellaire Drive South	Fort Worth, TX 76132
Bruce Shulkey Elementary School	Auditorium	5533 Whitman Avenue	Fort Worth, TX 76133
Fort Worth Education Association	Lobby	6021 Westcreek Drive	Fort Worth, TX 76133
Genesis United Methodist Church	Hallway	7635 South Hulen Street	Fort Worth, TX 76133
Southwest Sub-Courthouse	Voting & Conference Center	6551 Granbury Road	Fort Worth, TX 76133
St. Matthew's Lutheran Church	Fellowship Hall	5709 Wedgwood Drive	Fort Worth, TX 76133
Trinity Cumberland Presbyterian Church	Front Lobby	7120 West Cleburne Road	Fort Worth, TX 76133
Westminster Presbyterian Church	The Social Hall	7001 Trail Lake Drive	Fort Worth, TX 76133
Edgecliff Village Community Center	Community Center	1605 Edgecliff Road	Edgecliff Village, TX 76134

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Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Greenbriar Elementary School	Cafeteria	1605 Grady Lee Street	Fort Worth, TX 76134
Highland Hills Community Center	Multi-Purpose Room	1600 Glasgow Road	Fort Worth, TX 76134
New Hope Fellowship	Fellowship Room	6410 South Freeway	Fort Worth, TX 76134
Parkway Elementary School	Cafeteria	1320 West Everman Parkway	Fort Worth, TX 76134
St. Luke Cumberland Presbyterian Church	Family Life Center	1404 Sycamore School Road	Fort Worth, TX 76134
Lake Patrol Headquarters	Main Lobby	7501 Surfside Drive	Fort Worth, TX 76135
Sheriff's Office North Patrol Division	106-Community Room	6651 Lake Worth Boulevard	Lake Worth, TX 76135
Bluebonnet Elementary School	Gym	7000 Teal Drive	Fort Worth, TX 76137
Hillwood Middle School	Gym Foyer	8250 Parkwood Hill Boulevard	Fort Worth, TX 76137
Summerglen Branch Library	Meeting Room	4205 Basswood Boulevard	Fort Worth, TX 76137
Jefferson Davis 9th Grade Center	Yarbrough Commons area	615 Townley Drive	Everman, TX 76140
Forest Hill Civic & Convention Center	Room 101	6901 Wichita Street	Forest Hill, TX 76140
Watauga City Hall	Lobby	7105 Whitley Road	Watauga, TX 76148
Candlewood Suites Hotel	Blue Meeting Room	4200 Reggis Court	Fort Worth, TX 76155
All Saints Catholic Church Parish Hall	Main Parish Hall	200 NW 20th Street	Fort Worth, TX 76164
J. P. Elder Middle School	Library	709 Northwest 21st Street	Fort Worth, TX 76164
M. G. Ellis Early Childhood School	Gym	215 Northeast 14th Street	Fort Worth, TX 76164
Eagle Mountain-Saginaw ISD, Building 6	Training Room	1200 North Old Decatur Road	Fort Worth, TX 76179
Northwest Branch Library	Meeting Room	6228 Crystal Lake Drive	Fort Worth, TX 76179
Eagle Mountain Fire Hall 1	Truck Bays	9500 Live Oak Lane	Saginaw, TX 76179
John Ed Keeter Public Library	Back Area of Library	355 West McLeroy Boulevard	Saginaw, TX 76179
Dan Echols Center	Main Room	6801 Glenview Drive	North Richland Hills, TX 76180
Former Bursey Road Senior Adult Center	Main Room	7301 Bursey Road	North Richland Hills, TX 76180
North Richland Hills Public Library	Community Room	9015 Grand Avenue	North Richland Hills, TX 76180
Northpark YMCA	Room 103 Multi-Purpose 1	9100 North Beach Street	Fort Worth, TX 76244
Woodland Springs Elementary School	Lobby	12120 Woodland Springs Drive	Fort Worth, TX 76244
Bear Creek Intermediate School	Small Gym	801 Bear Creek Parkway	Keller, TX 76248
Shady Grove Elementary School	Gym	1400 Sarah Brooks Drive	Keller, TX 76248
John M. Tidwell Middle School	Room 1502 P.E. Gym	3937 Haslet-Roanoke Road	Roanoke, TX 76262

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Trophy Club Town Hall	Room 305 Training/EOC	1 Trophy Wood Drive	Trophy Club, TX 76262
Town of Westlake	Room 7100 Council Chambers/Court Room	1500 Solana Boulevard, Building 7, Suite 7100	Westlake, TX 76262

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

MAY 1, 2021
(1 DE MAYO DE 2021)
(NGÀY 1 THÁNG 5, NĂM 2021)

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

This schedule of early voting locations, dates and times applies to voters in the following cities, towns, schools, library, and water districts: (Este horario de casetas de votación adelantada, sus fechas y tiempos aplican a los votantes en las siguientes ciudades, pueblos, escuelas, bibliotecas y distritos de la agua) (Đây là lịch trình của những địa điểm, ngày tháng và thời gian cho bầu cử sớm áp dụng cho các cử tri ở trong những điều sau đây: các thành phố, thị xã, trường học, thư viện và cơ quan thủy cục): Arlington, Azle, Bedford, Benbrook, Blue Mound, Colleyville, Edgecliff Village, Euless, Everman, Flower Mound, Fort Worth, Grand Prairie, Grapevine, Haltom City, Haslet, Hurst, Keller, Kennedale, Lakeside, Lake Worth, Mansfield, North Richland Hills, Pantego, Pelican Bay, Richland Hills, River Oaks, Roanoke, Saginaw, Sansom Park, Southlake, Watauga, Westlake, Westworth Village, Arlington ISD, Azle ISD, Birdville ISD, Carroll ISD, Castleberry ISD, Crowley ISD, Eagle Mountain-Saginaw ISD, Everman ISD, Fort Worth ISD, Godley ISD, Grapevine-Colleyville ISD, Hurst-Euless-Bedford ISD, Keller ISD, Kennedale ISD, Lewisville ISD, Mansfield ISD, Northwest ISD, Tarrant County College District, Tarrant Regional Water District, Forest Hill Library District and Congressional District 6.

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

April (Abril) (Tháng Tư) 19 - 23	Monday - Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
April (Abril) (Tháng Tư) 24	Saturday (Sábado) (Thứ Bảy)	7:00 a.m. – 7:00 p.m.
April (Abril) (Tháng Tư) 25	Sunday (Domingo) (Chủ Nhật)	11:00 a.m. – 4:00 p.m.
April (Abril) (Tháng Tư) 26 – 27	Monday – Tuesday (Lunes – Martes) (Thứ Hai – Thứ Ba)	7:00 a.m. – 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus EMB - Portable Building (edificio móvil) (Nhà Di Động) C	2100 Southeast Parkway	Arlington	76018
7	University of Texas at Arlington Maverick Activities Center	500 W Nedderman Drive	Arlington	76019
8	B. J. Clark Building	601 Southeast Parkway	Azle	76020
9	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
10	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
11	Colleyville City Hall	100 Main Street	Colleyville	76034
12	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley	76036
13	Euless Family Life Senior Center	300 W Midway Drive	Euless	76039
14	Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill	76140
15	All Saints Catholic Church Parish Hall	200 NW 20 th Street	Fort Worth	76164
16	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
17	Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
18	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
19	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
20	JPS Health Center Viola M. Pitts/Como Lower Level (Nivel Inferior) (Lầu Dưới) #100	4701 Bryant Irvin Road N	Fort Worth	76107
21	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
22	Southwest Regional Library	4001 Library Lane	Fort Worth	76109
23	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
24	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
25	Tarrant County Elections Center Main Early Voting Site (Principal sitio de votación adelantada) (Trung Tâm Bầu Cử Sớm)	2700 Premier Street	Fort Worth	76111
26	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
27	Villages of Woodland Springs Amenity Building	12209 Timberland Boulevard	Fort Worth	76244
28	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
29	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie	75051
30	The REC of Grapevine	1175 Municipal Way	Grapevine	76051
31	Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
32	Former Haslet Elementary School	501 School House Road	Haslet	76052
33	Brookside Center	1244 Brookside Drive	Hurst	76053
34	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
35	Kennedale Community Center	316 W 3rd Street	Kennedale	76060

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

MAY 1, 2021
(1 DE MAYO DE 2021)
(NGÀY 1 THÁNG 5, NĂM 2021)

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

36	Sheriff’s Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
37	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
38	Vernon Newsom Stadium	3700 E Broad Street	Mansfield	76063
39	Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
40	North Richland Hills Public Library	9015 Grand Avenue	N Richland Hills	76180
41	River Oaks Annex Old Library Building	4900 River Oaks Boulevard	River Oaks	76114
42	Eagle Mountain-Saginaw ISD, Building 6 Building (Edificio) (Căn số) 6 – Training Room (Sala de entrenamiento) (Phòng Tập Luyện)	1200 N Old Decatur Road	Saginaw	76179
43	Southlake Town Hall	1400 Main Street	Southlake	76092

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

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

Applications for a Ballot by Mail must be submitted between January 1, 2021 and April 20, 2021 by mail, fax or email to:
Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de Enero de 2021 y 20 de Abril de 2021 por correo, fax o por correo electrónico a:
Nota: efectivo el 1 de Diciembre de 2017 - Si una solicitud de boleta por correo se envía por fax o por correo electrónico la solicitud original también debe ser enviada por correo y recibida por el Secretario de Votación Anticipada no más tarde del cuarto día hábil después de recibir la copia enviada por fax o por correo electrónico.)

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2021 và Ngày 20 Tháng 4, Năm 2021 bằng thư, fax hoặc email đến:
Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu bầu qua thư được gửi bằng fax hoặc e-mail, đơn xin bản gốc cũng phải được gửi bằng thư đến và nhận bởi Thư Ký Phụ Trách Bỏ Phiếu Sớm không muộn hơn ngày làm việc thứ tư kể từ ngày nhận được bản sao từ fax hoặc e-mail.)

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

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-020

AN ORDINANCE OF THE CITY OF WATAUGA, TEXAS, AMENDING ORDINANCE 2021-012, WHICH AMENDED ORDINANCE 2021-004, PROVIDING FOR AND ORDERING A GENERAL ELECTION TO BE HELD ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING A MAYOR AND CITY COUNCIL MEMBER PLACE 3, CITY COUNCIL MEMBER PLACE 4, AND CITY COUNCIL MEMBER PLACE 5; PROVIDING FOR A JOINT ELECTION TO BE HELD WITH OTHER ENTITIES; SETTING THE DATE, PLACE AND TIME OF SAID ELECTION; PROVIDING FOR ELECTION PRECINCTS AND POLLING PLACES; AUTHORIZING THE EXECUTION OF A JOINT ELECTION AGREEMENT WITH TARRANT COUNTY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the General Election for certain City Council Members of the City of Watauga as set forth by the Home Rule Charter and by the Texas Election Code is required to be held on May 1, 2021, at which time the voters will elect persons to fill the offices of Mayor, City Council Member Place 3, City Council Member Place 4, and City Council Member Place 5, of the City Council of the City of Watauga, Texas; and

WHEREAS, the City of Watauga, Texas, and other entities desire to conduct joint elections through Tarrant County pursuant to the provisions of the Texas Election Code, including the conduct of joint early voting and the provision for the sharing of expenses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The City of Watauga and other entities shall hold a joint election through Tarrant County Elections Administration on May 1, 2021, for the purpose of electing members of the City Council of the City of Watauga and certain officials of other entities.

II.

An election is hereby called to elect persons to fill the offices of Mayor, City Council Member Places 3, 4, and 5 on the City Council to serve until May 2023. The polling places for voting on election day for election precincts, shall be the election day voting locations including Summerghlen Branch Library, 4205 Basswood Boulevard, Fort Worth, Texas, 76137, designated by the Tarrant County Elections Administrator as may be active on

election day, May 1, 2021, from 7:00 a.m. until 7:00 p.m. Voting Locations may be modified to include additional or different election day locations designated by the Tarrant County Elections Administrator.

Additional voting locations have been designated by the Tarrant County Elections Administrator and are attached to this ordinance and incorporated by reference as **Exhibit “A”**. Additional or different voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement. Voting locations and times can also be located on the website:

<https://www.tarrantcounty.com/en/elections/Upcoming-Election-Information>

III.

The Candidate filing period for office was conducted from January 13, 2021, through February 12, 2021. The last day to file a declaration of write-in candidacy was February 16, 2021. Candidates were able to file an application in the office of the City Secretary on weekdays, Monday through Friday, from 8:00 a.m. until 5:00 p.m.

IV.

Days and hours for Early Voting by Personal Appearance shall be as follows:

April 19-23, 2021	Monday – Friday	8:00 a.m. - 5:00 p.m.
April 24, 2021	Saturday	7:00 a.m. - 7:00 p.m.
April 25, 2021	Sunday	11:00 a.m. - 4:00 p.m.
April 26-27, 2021	Monday-Tuesday	7:00 a.m. - 7:00 p.m.

This schedule may be modified to include additional or different early voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement.

V.

The election shall be conducted according to the election laws of the State of Texas and the Home Rule Charter of the City of Watauga.

VI.

The Presiding Election Judge and Alternate Presiding Judge shall be appointed by Tarrant County.

VII.

The Tarrant County Elections Administrator is hereby appointed as the Early Voting Clerk. Applications for ballot by mail must be received by mail no later than the close of business April 20, 2021 (Mailing Address: P.O. Box 961011, Fort Worth, Texas, 76161-0011; Attention: Tarrant County Elections Administrator, Early Voting Clerk).

VIII.

Early Voting by personal appearance shall be conducted at the Tarrant County Main Early Voting location: 2700 Premier Street, Fort Worth, Texas 76111 and Summerghlen Branch Library, 4205 Basswood Boulevard, Fort Worth, Texas 76137, as well as other offices established by Tarrant County.

Additional early voting locations as determined by Tarrant County Elections Administrator are attached to this ordinance and incorporated by reference as **Exhibit "B"**. Additional or different voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement. Voting locations and times can also be located on the website:

<https://www.tarrantcounty.com/en/elections/Upcoming-Election-Information>

IX.

The expenses of the election shall be borne by the City of Watauga and other entities participating in the joint election, and the election shall be conducted as outlined in an election agreement with Tarrant County, to be presented at a future meeting. Such agreement will be presented by the City Secretary for Council action at an upcoming Council Meeting.

X.

This Ordinance shall be and is hereby cumulative of all Ordinances of the City of Watauga, Texas, and this Ordinance shall not operate to repeal or affect any such other Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event, such conflicting provisions, if any, in such Ordinance or Ordinances are hereby repealed.

XI.

If any section, sub-section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid such decisions shall not affect the validity of the remaining portions of the Ordinance.

XII.

This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Sections 3.11 and 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas, this
the 12th day of April, 2021.

APPROVED:

ARTHUR L. MINER, MAYOR

ATTEST:

ANDREA GARDNER, TRMC
CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

GEORGE HYDE, CITY ATTORNEY



AGENDA MEMORANDUM

DATE: March 23, 2021

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Discuss and consider action on an ordinance of the City of Watauga, Texas, amending ordinance 2021-013 which amended ordinance 2021-005 providing for and ordering a special election to be held on May 1, 2021, for the purpose of reauthorizing the Watauga Crime Control and Prevention District and collection of the one-half (1/2) of one (1) percent of sales and use tax; providing for a joint election to be held with other entities; setting the date, place and time of said election; providing for election precincts and polling places; authorizing the execution of a joint election agreement with Tarrant County; providing for repeal; providing for severability; providing an effective date and containing other provisions related to the subject.

BACKGROUND/INFORMATION:

The continuation of the Watauga Crime Control and Prevention District along with the reauthorization of one-half (1/2) of one (1) percent of local sales and use tax was approved by the voters on November 2, 2010.

The City Secretary received notice from the Texas Comptroller of the need to call a special election to have the voters considered continuation and reauthorization for another ten (10) year period.

On January 25, 2021, the City Council approved Ordinance No. 2021-005 ordering the election. At the time of approval, the City Manager informed the Council that the order would require a revision after the Early Voting schedule and locations were finalized. Due to election law deadlines (Section 3.005) not coinciding with Tarrant County Elections finalizing the early voting schedule and locations, the order must be amended,

On March 8, 2021, the City Council approved Ordinance No. 2021-013 amending the election order to include the final EV schedule and locations. On March 22, 2021, the Tarrant County Elections Administrator provided the Election Day voting locations list. Per State Law, the ordinance must be amended to reflect updates and changes to either the Early Voting and Election Day schedule and locations. The new schedules



AGENDA MEMORANDUM

received from Tarrant County were posted on the City's website and official bulletin board on March 22, 2021.

There are currently 68 cities in Texas with sales tax dedicated to Crime Control & Prevention.

FINANCIAL IMPLICATIONS:

One-half (1/2) of one (1) percent equates to approximately \$1,470,000 in sales tax revenue.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve Ordinance No. 2021-021 amending the Special Election Order for the purposes of reauthorizing 1/2 cent of one percent of sales tax for crime control & prevention.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Letter from Tx Comptroller 102020
2. Joint_contract_entities 0521 - 20210322 - FINAL (002)
3. ATTACHMENT A 2021
4. ATTACHMENT B 2021
5. Ord amending ordinance Calling 2021 Spec Election for CCPD Apr 12 2021 (1)

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Raquel Guajardo, Deputy City Secretary

Approved as to form for inclusion on Agenda

Approved - 4/9/2021

Approved - 4/9/2021

Approved - 4/9/2021

Final Approval - 4/9/2021



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O.Box 13528 • Austin, TX 78711-3528

October 22, 2020

Ms. Andrea Gardner
City Secretary, City of Watauga
Fort Worth Crime Control and Prevention District
7105 Whitley Rd
Watauga TX 76148-2024

Dear Ms. Gardner:

A review of our records shows that the Watauga Crime Control and Prevention District in your city will be dissolved on June 30, 2021, approximately eight (8) months from the date of this letter, unless the district holds a continuation or dissolution referendum prior to the end date. If the district decides not to hold a continuation or dissolution referendum, the district will automatically be dissolved on its fifth anniversary date as provided in the Section 363.301 (a) of the Local Government Code.

If there are remaining unpaid district liabilities after the date of dissolution, the political subdivision that created the district shall assume these liabilities and can continue to collect the sales and use tax as authorized by Section 323.105, Tax Code, and Subsection 363.302 (c), Local Government Code. Please notify us, at the telephone number listed below, if this is the situation.

If the district holds a referendum and a majority of the voters indicate their desire to dissolve the district, *"the district is dissolved and ceases to operate on the earlier of: (A) the last day of the districts fiscal year; (B) the 180th day after the date that the continuation or dissolution referendum is held"* see Subsection 363.260 (a) (2), Local Government Code. However, the Comptroller's office must receive notification of the election results timely and a complete calendar quarter must elapse for the tax change to become effective on the first day of the next calendar quarter. See Subsection 321.102(a), Tax Code.

After a determination has been made on the future of the district, please notify the Comptroller's office of the city's intent as soon as possible. The mailing address is Comptroller of Public Accounts, Revenue Accounting Division, Tax Allocation Section, PO Box 13528, Austin, Texas 78711. You may also email me at Aubrey.Mashburn@cpa.texas.gov.

If you have any questions or need additional information, I can be reached at 800-531-5441, ext. 3-9634. My regular number is 512-463-9634.

Sincerely,

Aubrey Mashburn

Aubrey Mashburn
Tax Allocation Section
Revenue Accounting Division

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

ARLINGTON ISD	CITY OF ROANOKE
AZLE ISD	CITY OF SAGINAW
BIRDVILLE ISD	CITY OF SANSOM PARK
CARROLL ISD	CITY OF SOUTHLAKE
CASTLEBERRY ISD	CITY OF WATAUGA
CITY OF ARLINGTON	CITY OF WESTWORTH VILLAGE
CITY OF AZLE	CROWLEY ISD
CITY OF BEDFORD	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF BENBROOK	EVERMAN ISD
CITY OF BLUE MOUND	FORT WORTH ISD
CITY OF COLLEYVILLE	GODLEY ISD
CITY OF EULESS	GRAPEVINE-COLLEYVILLE ISD
CITY OF EVERMAN	HURST-EULESS-BEDFORD ISD
CITY OF FORT WORTH	KELLER ISD
CITY OF GRAND PRAIRIE	KENNEDALE ISD
CITY OF GRAPEVINE	LEWISVILLE ISD
CITY OF HALTOM CITY	MANSFIELD ISD
CITY OF HASLET	NORTHWEST ISD
CITY OF HURST	TARRANT REGIONAL WATER DISTRICT
CITY OF KELLER	TOWN OF EDGECLIFF VILLAGE
CITY OF KENNEDALE	TOWN OF FLOWER MOUND
CITY OF LAKE WORTH	TOWN OF LAKESIDE
CITY OF MANSFIELD	TOWN OF PANTEGO
CITY OF NORTH RICHLAND HILLS	TOWN OF WESTLAKE
CITY OF PELICAN BAY	TARRANT COUNTY
CITY OF RICHLAND HILLS	FOREST HILL LIBRARY DISTRICT
CITY OF RIVER OAKS	TARRANT COUNTY COLLEGE

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or "Party".

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 1, 2021 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 1, 2021. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 5, 2021.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as “Entities” or “participating authorities”, desire to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County’s elections services through the Elections Administrator’s office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

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

I. ADMINISTRATION

The Parties agree to hold a “Joint Election” with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/participating authorities by the Election Administrator’s office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

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

Each participating authority agrees to adopt the Verity Voting System v. 2.4, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary Of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

If polling places for the May 1, 2021 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 1, 2021 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

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

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

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

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

members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

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

X. RUNOFF ELECTIONS

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

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

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 1, 2021 election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 5, 2021.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the voting sites located within their jurisdiction. Participating authorities that do not have a voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

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

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

Cost schedule and invoicing.

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

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

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

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of

this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 1, 2021 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

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

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ARLINGTON ISD	31	8.04	\$ 45,337.16	\$ 34,010.00
AZLE ISD	4	1.00	\$ 5,746.24	\$ 4,310.00
BIRDVILLE ISD	6	2.00	\$ 18,080.67	\$ 13,570.00
CARROLL ISD	3	0.75	\$ 5,066.97	\$ 3,810.00
CASTLEBERRY ISD	3	0.65	\$ 3,700.44	\$ 2,780.00
CITY OF ARLINGTON	31	7.65	\$ 42,926.33	\$ 32,200.00
CITY OF AZLE	2	0.58	\$ 4,377.48	\$ 3,290.00
CITY OF BEDFORD	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF BENBROOK	1	0.50	\$ 7,288.56	\$ 5,470.00
CITY OF BLUE MOUND	1	0.20	\$ 3,328.67	\$ 2,500.00
CITY OF COLLEYVILLE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF EULESS	3	0.75	\$ 6,089.38	\$ 4,570.00
CITY OF EVERMAN	1	0.25	\$ 3,403.65	\$ 2,560.00
CITY OF FORT WORTH	114	31.47	\$ 149,938.54	\$ 112,460.00
CITY OF GRAND PRAIRIE	4	1.08	\$ 7,181.45	\$ 5,390.00
CITY OF GRAPEVINE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HALTOM CITY	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HASLET	1	0.25	\$ 6,326.50	\$ 4,750.00
CITY OF HURST	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF KELLER	3	1.00	\$ 7,098.18	\$ 5,330.00
CITY OF KENNEDALE	2	0.27	\$ 4,473.56	\$ 3,360.00
CITY OF LAKE WORTH	2	0.37	\$ 6,593.04	\$ 4,950.00
CITY OF MANSFIELD	6	1.35	\$ 9,926.49	\$ 7,450.00
CITY OF NORTH RICHLAND HILLS	3	1.08	\$ 11,195.00	\$ 8,400.00
CITY OF PELICAN BAY	1	0.25	\$ 3,389.90	\$ 2,550.00
CITY OF RICHLAND HILLS	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF RIVER OAKS	2	0.45	\$ 3,107.90	\$ 2,340.00
CITY OF ROANOKE	0	0.00	\$ 400.00	\$ 300.00
CITY OF SAGINAW	4	0.90	\$ 5,773.27	\$ 4,330.00
CITY OF SANSOM PARK	1	0.20	\$ 2,320.19	\$ 1,750.00
CITY OF SOUTHLAKE	2	0.50	\$ 4,326.29	\$ 3,250.00
CITY OF WATAUGA	2	0.75	\$ 4,963.39	\$ 3,730.00
CITY OF WESTWORTH VILLAGE	1	0.33	\$ 2,905.89	\$ 2,180.00
CROWLEY ISD	11	2.71	\$ 18,013.87	\$ 13,520.00
EAGLE MOUNTAIN-SAGINAW ISD	8	1.80	\$ 8,975.97	\$ 6,740.00
EVERMAN ISD	7	1.50	\$ 7,595.01	\$ 5,700.00
FORT WORTH ISD	94	26.48	\$ 104,347.52	\$ 78,270.00
GODLEY ISD	0	0.00	\$ 400.00	\$ 300.00
GRAPEVINE-COLLEYVILLE ISD	3	0.83	\$ 10,189.86	\$ 7,650.00

HURST-EULESS-BEDFORD ISD	6	1.67	\$ 16,416.59	\$ 12,320.00
KELLER ISD	11	3.28	\$ 22,559.92	\$ 16,920.00
KENNEDALE ISD	2	0.27	\$ 4,473.56	\$ 3,360.00
LEWISVILLE ISD	0	0.00	\$ 400.00	\$ 300.00
MANSFIELD ISD	12	2.64	\$ 16,631.55	\$ 12,480.00
NORTHWEST ISD	6	1.70	\$ 10,660.76	\$ 8,000.00
TARRANT REGIONAL WATER DISTRICT	115	31.60	\$ 149,306.12	\$ 111,980.00
TOWN OF EDGECLIFF VILLAGE	1	0.17	\$ 2,715.28	\$ 2,040.00
TOWN OF FLOWER MOUND	0	0.00	\$ 400.00	\$ 300.00
TOWN OF LAKESIDE	1	0.17	\$ 5,823.40	\$ 4,370.00
TOWN OF PANTEGO	1	0.25	\$ 3,042.93	\$ 2,290.00
TOWN OF WESTLAKE	3	0.62	\$ 4,502.18	\$ 3,380.00
TARRANT COUNTY	48	11.81	\$ 83,652.70	\$ 62,740.00
FOREST HILL LIBRARY DISTRICT	1	0.33	\$ 3,997.96	\$ 3,000.00
TARRANT COUNTY COLLEGE	93	23.54	\$ 156,093.91	\$ 117,080.00
TOTALS	663	176	\$1,034,611.14	\$ 776,230.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIV. RECORDS OF THE ELECTION

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

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

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

XV. RECOUNTS

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

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

XVI. MISCELLANEOUS PROVISIONS

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

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

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

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Myrtice and Curtis Larson Elementary School	Library	2620 Avenue K	Grand Prairie, TX 75050
Asia Times Square	Hallway in Front of Suite 820	2625 West Pioneer Parkway	Grand Prairie, TX 75051
James Starrett Elementary School	Main Hallway	2675 Fairmont Drive	Grand Prairie, TX 75052
Anna May Daulton Elementary School	Cafeteria	2607 North Grand Peninsula Drive	Grand Prairie, TX 75054
Kenneth Davis Elementary School	Cafeteria	900 Eden Road	Arlington, TX 76001
R. F. Patterson Elementary School	Lobby	6621 Kelly Elliott Road	Arlington, TX 76001
Janet Brockett Elementary School	Cafeteria	810 Dove Meadows Drive	Arlington, TX 76002
MISD Student Nutrition Department	Foyer	1151 Mansfield Webb Road	Arlington, TX 76002
Dora E. Nichols Junior High School	Gym B	2201 Ascension Boulevard	Arlington, TX 76006
Elzie Odom Athletic Center	Upstairs Hallway	1601 Northeast Green Oaks Boulevard	Arlington, TX 76006
Sherrod Elementary School	Gym	2626 Lincoln Drive	Arlington, TX 76006
Arlington ISD Dan Dipert Career & Technical Center	Rooms B-102.00 & B-103.00	2101 Browning Drive	Arlington, TX 76010
Meadowbrook Recreation Center	Large Meeting Room	1400 Dugan Street	Arlington, TX 76010
Tarrant County Sub-Courthouse in Arlington	1st Floor Conference Room	700 East Abram Street	Arlington, TX 76010
John Webb Elementary School	In Front of Library	1200 North Cooper Street	Arlington, TX 76011
Berta May Pope Elementary School	Gym - In Back of Main Building	901 Chestnut Drive	Arlington, TX 76012
Lamar High School	Room 1109	1400 West Lamar Boulevard	Arlington, TX 76012
Bailey Junior High School	North Gym	2411 Winewood Lane	Arlington, TX 76013
C. C. Duff Elementary School	Front Door Main Hallway	3100 Lynnwood Drive	Arlington, TX 76013
South Davis Elementary School	Hallway Near Library	2001 South Davis Drive	Arlington, TX 76013
Town of Pantego Council Chambers	Council Chambers	1614 South Bowen Road	Pantego, TX 76013
Atherton Elementary School	Stem Lab	2101 Overbrook Drive	Arlington, TX 76014
Bob Duncan Center	Music Room	2800 South Center Street	Arlington, TX 76014
Advent Lutheran Church	Luther Hall	3232 South Cooper Street	Arlington, TX 76015
Charles W. Young Junior High School	North Gym	3200 Woodside Drive	Arlington, TX 76016
Miller Elementary School	Room 102	6401 West Pleasant Ridge Road	Arlington, TX 76016
Ruth Ditto Elementary School	Cafeteria	3001 Quail Lane	Arlington, TX 76016
Dalworthington Gardens City Hall	Annex Building	2600 Roosevelt Drive	Dalworthington Gardens, TX 76016
City of Arlington South Service Center	Training Room	1100 Southwest Green Oaks Boulevard	Arlington, TX 76017

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Corey Academy	Cafeteria	5200 Kelly Elliott Road	Arlington, TX 76017
Truett Boles Junior High School	Gym A	3900 Southwest Green Oaks Boulevard	Arlington, TX 76017
Ferguson Education Center	Lobby or Cafetorium	600 Southeast Green Oaks Boulevard	Arlington, TX 76018
Fitzgerald Elementary School	Lobby	5201 Creek Valley Drive	Arlington, TX 76018
L. R. Bebensee Elementary School	Lobby	5900 Inks Lake Drive	Arlington, TX 76018
B. J. Clark Building	Senior Center	601 Southeast Parkway	Azle, TX 76020
Pelican Bay City Hall	Council Room	1300 Pelican Circle	Pelican Bay, TX 76020
Pat May Center	Rooms D2 & D3	1849-B Central Drive	Bedford, TX 76022
Precinct One Garage	Large Meeting Room	800 East Rendon Crowley Road	Burleson, TX 76028
Tarver Rendon Elementary School	Front Foyer	6065 Retta Mansfield Road	Burleson, TX 76028
Colleyville City Hall	2nd Floor Training Room	100 Main Street	Colleyville, TX 76034
Crowley 9th Grade Campus	Library	1016 FM 1187	Crowley, TX 76036
Eules Family Life Senior Center	Arts & Crafts Room	300 West Midway Drive	Eules, TX 76039
St. John Missionary Baptist Church	Family Life Center	3324 House Anderson Road	Eules, TX 76040
The REC of Grapevine	Hallway on Senior Side/Outside of Stewart Hall	1175 Municipal Way	Grapevine, TX 76051
Former Haslet Elementary School	Library	501 School House Road	Haslet, TX 76052
Sendera Ranch Elementary School	Gym	1216 Diamondback Lane	Haslet, TX 76052
Brookside Center	Main Room	1244 Brookside Drive	Hurst, TX 76053
Kennedale Community Center	Community Center	316 West 3rd Street	Kennedale, TX 76060
Donna Shepard Leadership Academy	Gym 1	1280 FM Road 1187	Mansfield, TX 76063
J. L. Boren Elementary School	Library	1401 Country Club Drive	Mansfield, TX 76063
Mansfield Sub-Courthouse	First Floor Conference Room	1100 East Broad Street	Mansfield, TX 76063
Vernon Newsom Stadium	Lou Spiegel Community Room	3700 East Broad Street	Mansfield, TX 76063
Southlake Town Hall	3rd Floor Training Rooms A,B,C,D	1400 Main Street	Southlake, TX 76092
Greenway Church	Lobby & Hallway	1816 Delga Street	Fort Worth, TX 76102
Tarrant County Plaza Building	Early Voting Room 3rd Floor	201 Burnett Street	Fort Worth, TX 76102
Trinity Terrace	Chisholm Room	1600 Texas Street	Fort Worth, TX 76102
Christ Cathedral Church	Event Center or Café Area	3201 Purington Avenue	Fort Worth, TX 76103
Meadowbrook Elementary School	Cafeteria	4330 Meadowbrook Drive	Fort Worth, TX 76103

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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Sagamore Hill Elementary School	Hallway	701 South Hughes Avenue	Fort Worth, TX 76103
Carroll Peak Elementary School	Cafeteria	1201 East Jefferson Avenue	Fort Worth, TX 76104
Community Christian Church Education Building	Cafeteria/Conference Room	1720 Vickery Boulevard East	Fort Worth, TX 76104
De Zavala Elementary School	Hallway, Northeast Side	1419 College Avenue	Fort Worth, TX 76104
Morningside Elementary School	Auditorium	2601 Evans Avenue	Fort Worth, TX 76104
Southside Community Center	Hazel B Room	959 East Rosedale Street	Fort Worth, TX 76104
Van Zandt-Guinn Elementary School	Cafeteria	600 Kentucky Avenue	Fort Worth, TX 76104
Brighter Outlook Center	Gym	4910 Dunbar Street	Fort Worth, TX 76105
D. McRae Elementary School	Science Lab West Wing	3316 Avenue N	Fort Worth, TX 76105
S. S. Dillow Elementary School	Auditorium	4000 Avenue N	Fort Worth, TX 76105
Sycamore Recreation Center	Multi-Purpose Room	2525 East Rosedale Street	Fort Worth, TX 76105
William M. McDonald YMCA	Studio A	2701 Moresby Street	Fort Worth, TX 76105
Diamond Hill Community Center	Multi-Purpose Room	1701 Northeast 36th Street	Fort Worth, TX 76106
Diamond Hill/Jarvis Branch Library	Meeting Room	1300 Northeast 35th Street	Fort Worth, TX 76106
Iglesia Palabra de Amor	Dining Hall	3402 Northwest 28th Street	Fort Worth, TX 76106
Jo Kelly School	Gym	201 North Bailey Avenue	Fort Worth, TX 76107
JPS Health Center Viola M. Pitts/Como	Lower Level, Suite 100	4701 Bryant Irvin Road North, Lower Level, Suite 1	Fort Worth, TX 76107
Middle Level Learning Center	Gym	3813 Valentine Street	Fort Worth, TX 76107
North Hi Mount Elementary School	Gym	3801 West 7th Street	Fort Worth, TX 76107
Westover Hills Town Hall	Town Hall	5824 Merrymount Road	Westover Hills, TX 76107
G.I.F.T. Ministries	The Sanctuary	300 Expedition Drive	Fort Worth, TX 76108
McLean 6th Grade School	Auditorium	3201 South Hills Avenue	Fort Worth, TX 76109
Southcliff Baptist Church	Main Concourse	4100 Southwest Loop 820	Fort Worth, TX 76109
Southwest Regional Library	Meeting Room	4001 Library Lane	Fort Worth, TX 76109
St. Stephen Presbyterian Church	Parish Hall	2700 McPherson Avenue	Fort Worth, TX 76109
Tanglewood Elementary School	Cafeteria	3060 Overton Park Drive West	Fort Worth, TX 76109
E. M. Daggett Elementary School	Gym	958 Page Avenue	Fort Worth, TX 76110
George C. Clarke Elementary School	Cafeteria	3300 South Henderson Street	Fort Worth, TX 76110
Lily B. Clayton Elementary School	Cafeteria	2000 Park Place Avenue	Fort Worth, TX 76110

Joint General and Special Elections - May 1, 2021
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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
R. L. Paschal High School	Gus Bates Center	2911 Forest Park Boulevard	Fort Worth, TX 76110
Richard J. Wilson Elementary School	Gym	900 West Fogg Street	Fort Worth, TX 76110
Southside Church of Christ	Front Foyer	2101 Hemphill Street	Fort Worth, TX 76110
Worth Heights Community Center	Activity Room 4	3551 New York Avenue	Fort Worth, TX 76110
Worth Heights Elementary School	Cafeteria	519 East Butler Street	Fort Worth, TX 76110
Andrew "Doc" Session Community Center	Large Activity Room	201 South Sylvania Avenue	Fort Worth, TX 76111
Knights of Columbus	Main Hall	3809 Yucca Avenue	Fort Worth, TX 76111
Mercy Culture Church	Meeting Area	1701 Oakhurst Scenic Drive	Fort Worth, TX 76111
Riverside Applied Learning Center	Library	3600 Fossil Drive	Fort Worth, TX 76111
Riverside Community Center	Large Meeting Room/Center Gym	3700 East Belknap Street	Fort Worth, TX 76111
Versia L. Williams Elementary School	Library	901 Baurline Street	Fort Worth, TX 76111
Atwood McDonald Elementary School	Gym	1850 Barron Lane	Fort Worth, TX 76112
East Regional Library	Meeting Room	6301 Bridge Street	Fort Worth, TX 76112
Eastern Hills High School	Front Foyer Lobby	5701 Shelton Street	Fort Worth, TX 76112
First Jefferson Unitarian Universalist Church	Fellowship Hall (Coleman Hall)	1959 Sandy Lane	Fort Worth, TX 76112
Handley-Meadowbrook Community Center	Multi-Purpose # 2	6201 Beaty Street	Fort Worth, TX 76112
Martin Luther King Community Center	Gym	5565 Truman Drive	Fort Worth, TX 76112
Paul Laurence Dunbar High School	Drum Percussion Room	5700 Ramey Avenue	Fort Worth, TX 76112
St. Matthew United Methodist Church	Fellowship Hall	2414 Hitson Lane	Fort Worth, TX 76112
River Oaks Annex	Lobby	4900 River Oaks Boulevard	River Oaks, TX 76114
River Oaks United Methodist Church	Fellowship Hall	4800 Ohio Garden Road	River Oaks, TX 76114
Sansom Park City Hall	Council Chambers	5705 Azle Avenue	Sansom Park, TX 76114
Westworth Village City Hall	Community Room	311 Burton Hill Road	Westworth Village, TX 76114
Carter Park Elementary School	Auditorium	1204 East Broadus Avenue	Fort Worth, TX 76115
El Buen Pastor Baptist Church	North Building	4800 Merida Avenue	Fort Worth, TX 76115
Hubbard Heights Elementary School	Auditorium	1333 West Spurgeon Street	Fort Worth, TX 76115
James Avenue Service Center	Cafeteria	5001 James Avenue	Fort Worth, TX 76115
Agape Baptist Church	Faith Hall	3900 Southwest Boulevard	Fort Worth, TX 76116
Country Inn & Suites	Meeting Room	2730 South Cherry Lane	Fort Worth, TX 76116

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Faith Lutheran Church	Fellowship Hall	4551 Southwest Boulevard	Fort Worth, TX 76116
Harvest United Methodist Church	Fellowship Hall	6036 Locke Avenue	Fort Worth, TX 76116
R. D. Evans Community Center	Multi-Purpose Room	3242 Lackland Road	Fort Worth, TX 76116
Haltom City Northeast Center	Classroom E - Northwest Corner of Building	3201 Friendly Lane	Haltom City, TX 76117
First Baptist Hurst at the Trails	Lobby or Gym	9208 Trammel Davis Road	Fort Worth, TX 76118
Richland Hills City Hall	Council Chambers	3200 Diana Drive	Richland Hills, TX 76118
A. M. Pate Elementary School	Front Foyer In Front of Auditorium	3800 Anglin Drive	Fort Worth, TX 76119
Beth Eden Missionary Baptist Church	Gym	3208 Wilbarger Street	Fort Worth, TX 76119
Bradley Center	Main Room	2601 Timberline Drive	Fort Worth, TX 76119
Glen Park Elementary School	Gym	3601 Pecos Street	Fort Worth, TX 76119
Griffin-Poly Sub-Courthouse	Early Voting Room	3212 Miller Avenue	Fort Worth, TX 76119
Sunrise-McMillian Elementary School	Gym	3409 Stalcup Road	Fort Worth, TX 76119
W. M. Green Elementary School	Gym	4612 David Strickland Road	Fort Worth, TX 76119
Central Bible Church - The Connection	Lobby	8200 Anderson Boulevard	Fort Worth, TX 76120
Meadowcreek Elementary School	Gym	2801 Country Creek Lane	Fort Worth, TX 76123
Benbrook Community Center	Main Room	228 San Angelo Avenue	Benbrook, TX 76126
Blue Mound City Hall	Council Chambers	301 South Blue Mound Road	Blue Mound, TX 76131
Northbrook Elementary School	Gym Hall	2500 Cantrell Sansom Road	Fort Worth, TX 76131
Sonny and Allegra Nance Elementary School	Cafeteria	701 Tierra Vista Way	Fort Worth, TX 76131
Oakmont Elementary School	Cafeteria	6651 Oakmont Trail	Fort Worth, TX 76132
St. Peter's Antiochian Orthodox Church	Booth Hall	7601 Bellaire Drive South	Fort Worth, TX 76132
Bruce Shulkey Elementary School	Auditorium	5533 Whitman Avenue	Fort Worth, TX 76133
Fort Worth Education Association	Lobby	6021 Westcreek Drive	Fort Worth, TX 76133
Genesis United Methodist Church	Hallway	7635 South Hulen Street	Fort Worth, TX 76133
Southwest Sub-Courthouse	Voting & Conference Center	6551 Granbury Road	Fort Worth, TX 76133
St. Matthew's Lutheran Church	Fellowship Hall	5709 Wedgwood Drive	Fort Worth, TX 76133
Trinity Cumberland Presbyterian Church	Front Lobby	7120 West Cleburne Road	Fort Worth, TX 76133
Westminster Presbyterian Church	The Social Hall	7001 Trail Lake Drive	Fort Worth, TX 76133
Edgecliff Village Community Center	Community Center	1605 Edgecliff Road	Edgecliff Village, TX 76134

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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Greenbriar Elementary School	Cafeteria	1605 Grady Lee Street	Fort Worth, TX 76134
Highland Hills Community Center	Multi-Purpose Room	1600 Glasgow Road	Fort Worth, TX 76134
New Hope Fellowship	Fellowship Room	6410 South Freeway	Fort Worth, TX 76134
Parkway Elementary School	Cafeteria	1320 West Everman Parkway	Fort Worth, TX 76134
St. Luke Cumberland Presbyterian Church	Family Life Center	1404 Sycamore School Road	Fort Worth, TX 76134
Lake Patrol Headquarters	Main Lobby	7501 Surfside Drive	Fort Worth, TX 76135
Sheriff's Office North Patrol Division	106-Community Room	6651 Lake Worth Boulevard	Lake Worth, TX 76135
Bluebonnet Elementary School	Gym	7000 Teal Drive	Fort Worth, TX 76137
Hillwood Middle School	Gym Foyer	8250 Parkwood Hill Boulevard	Fort Worth, TX 76137
Summerglen Branch Library	Meeting Room	4205 Basswood Boulevard	Fort Worth, TX 76137
Jefferson Davis 9th Grade Center	Yarbrough Commons area	615 Townley Drive	Everman, TX 76140
Forest Hill Civic & Convention Center	Room 101	6901 Wichita Street	Forest Hill, TX 76140
Watauga City Hall	Lobby	7105 Whitley Road	Watauga, TX 76148
Candlewood Suites Hotel	Blue Meeting Room	4200 Reggis Court	Fort Worth, TX 76155
All Saints Catholic Church Parish Hall	Main Parish Hall	200 NW 20th Street	Fort Worth, TX 76164
J. P. Elder Middle School	Library	709 Northwest 21st Street	Fort Worth, TX 76164
M. G. Ellis Early Childhood School	Gym	215 Northeast 14th Street	Fort Worth, TX 76164
Eagle Mountain-Saginaw ISD, Building 6	Training Room	1200 North Old Decatur Road	Fort Worth, TX 76179
Northwest Branch Library	Meeting Room	6228 Crystal Lake Drive	Fort Worth, TX 76179
Eagle Mountain Fire Hall 1	Truck Bays	9500 Live Oak Lane	Saginaw, TX 76179
John Ed Keeter Public Library	Back Area of Library	355 West McLeroy Boulevard	Saginaw, TX 76179
Dan Echols Center	Main Room	6801 Glenview Drive	North Richland Hills, TX 76180
Former Bursey Road Senior Adult Center	Main Room	7301 Bursey Road	North Richland Hills, TX 76180
North Richland Hills Public Library	Community Room	9015 Grand Avenue	North Richland Hills, TX 76180
Northpark YMCA	Room 103 Multi-Purpose 1	9100 North Beach Street	Fort Worth, TX 76244
Woodland Springs Elementary School	Lobby	12120 Woodland Springs Drive	Fort Worth, TX 76244
Bear Creek Intermediate School	Small Gym	801 Bear Creek Parkway	Keller, TX 76248
Shady Grove Elementary School	Gym	1400 Sarah Brooks Drive	Keller, TX 76248
John M. Tidwell Middle School	Room 1502 P.E. Gym	3937 Haslet-Roanoke Road	Roanoke, TX 76262

Joint General and Special Elections - May 1, 2021
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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Trophy Club Town Hall	Room 305 Training/EOC	1 Trophy Wood Drive	Trophy Club, TX 76262
Town of Westlake	Room 7100 Council Chambers/Court Room	1500 Solana Boulevard, Building 7, Suite 7100	Westlake, TX 76262

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

MAY 1, 2021
(1 DE MAYO DE 2021)
(NGÀY 1 THÁNG 5, NĂM 2021)

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

This schedule of early voting locations, dates and times applies to voters in the following cities, towns, schools, library, and water districts: (Este horario de casetas de votación adelantada, sus fechas y tiempos aplican a los votantes en las siguientes ciudades, pueblos, escuelas, bibliotecas y distritos de la agua) (Đây là lịch trình của những địa điểm, ngày tháng và thời gian cho bầu cử sớm áp dụng cho các cử tri ở trong những điều sau đây: các thành phố, thị xã, trường học, thư viện và cơ quan thủy cục): Arlington, Azle, Bedford, Benbrook, Blue Mound, Colleyville, Edgecliff Village, Euless, Everman, Flower Mound, Fort Worth, Grand Prairie, Grapevine, Haltom City, Haslet, Hurst, Keller, Kennedale, Lakeside, Lake Worth, Mansfield, North Richland Hills, Pantego, Pelican Bay, Richland Hills, River Oaks, Roanoke, Saginaw, Sansom Park, Southlake, Watauga, Westlake, Westworth Village, Arlington ISD, Azle ISD, Birdville ISD, Carroll ISD, Castleberry ISD, Crowley ISD, Eagle Mountain-Saginaw ISD, Everman ISD, Fort Worth ISD, Godley ISD, Grapevine-Colleyville ISD, Hurst-Euless-Bedford ISD, Keller ISD, Kennedale ISD, Lewisville ISD, Mansfield ISD, Northwest ISD, Tarrant County College District, Tarrant Regional Water District, Forest Hill Library District and Congressional District 6.

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

April (Abril) (Tháng Tư) 19 - 23	Monday - Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
April (Abril) (Tháng Tư) 24	Saturday (Sábado) (Thứ Bảy)	7:00 a.m. – 7:00 p.m.
April (Abril) (Tháng Tư) 25	Sunday (Domingo) (Chủ Nhật)	11:00 a.m. – 4:00 p.m.
April (Abril) (Tháng Tư) 26 – 27	Monday – Tuesday (Lunes – Martes) (Thứ Hai – Thứ Ba)	7:00 a.m. – 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus EMB - Portable Building (edificio móvil) (Nhà Di Động) C	2100 Southeast Parkway	Arlington	76018
7	University of Texas at Arlington Maverick Activities Center	500 W Nedderman Drive	Arlington	76019
8	B. J. Clark Building	601 Southeast Parkway	Azle	76020
9	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
10	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
11	Colleyville City Hall	100 Main Street	Colleyville	76034
12	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley	76036
13	Euless Family Life Senior Center	300 W Midway Drive	Euless	76039
14	Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill	76140
15	All Saints Catholic Church Parish Hall	200 NW 20 th Street	Fort Worth	76164
16	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
17	Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
18	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
19	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
20	JPS Health Center Viola M. Pitts/Como Lower Level (Nivel Inferior) (Lầu Dưới) #100	4701 Bryant Irvin Road N	Fort Worth	76107
21	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
22	Southwest Regional Library	4001 Library Lane	Fort Worth	76109
23	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
24	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
25	Tarrant County Elections Center Main Early Voting Site (Principal sitio de votación adelantada) (Trung Tâm Bầu Cử Sớm)	2700 Premier Street	Fort Worth	76111
26	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
27	Villages of Woodland Springs Amenity Building	12209 Timberland Boulevard	Fort Worth	76244
28	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
29	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie	75051
30	The REC of Grapevine	1175 Municipal Way	Grapevine	76051
31	Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
32	Former Haslet Elementary School	501 School House Road	Haslet	76052
33	Brookside Center	1244 Brookside Drive	Hurst	76053
34	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
35	Kennedale Community Center	316 W 3rd Street	Kennedale	76060

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

MAY 1, 2021
(1 DE MAYO DE 2021)
(NGÀY 1 THÁNG 5, NĂM 2021)

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

36	Sheriff’s Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
37	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
38	Vernon Newsom Stadium	3700 E Broad Street	Mansfield	76063
39	Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
40	North Richland Hills Public Library	9015 Grand Avenue	N Richland Hills	76180
41	River Oaks Annex Old Library Building	4900 River Oaks Boulevard	River Oaks	76114
42	Eagle Mountain-Saginaw ISD, Building 6 Building (Edificio) (Căn số) 6 – Training Room (Sala de entrenamiento) (Phòng Tập Luyện)	1200 N Old Decatur Road	Saginaw	76179
43	Southlake Town Hall	1400 Main Street	Southlake	76092

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

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

Applications for a Ballot by Mail must be submitted between January 1, 2021 and April 20, 2021 by mail, fax or email to:
Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de Enero de 2021 y 20 de Abril de 2021 por correo, fax o por correo electrónico a:

Nota: efectivo el 1 de Diciembre de 2017 - Si una solicitud de boleta por correo se envía por fax o por correo electrónico la solicitud original también debe ser enviada por correo y recibida por el Secretario de Votación Anticipada no más tarde del cuarto día hábil después de recibir la copia enviada por fax o por correo electrónico.)

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2021 và Ngày 20 Tháng 4, Năm 2021 bằng thư, fax hoặc email đến:
Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu bầu qua thư được gửi bằng fax hoặc e-mail, đơn xin bản gốc cũng phải được gửi bằng thư đến và nhận bởi Thư Ký Phụ Trách Bỏ Phiếu Sớm không muộn hơn ngày làm việc thứ tư kể từ ngày nhận được bản sao từ fax hoặc e-mail.)

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

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-021

AN ORDINANCE OF THE CITY OF WATAUGA, TEXAS, , AMENDING ORDINANCE 2021-013 WHICH AMENDED ORDINANCE 2021-005, PROVIDING FOR AND ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 1, 2021, FOR THE PURPOSE OF REAUTHORIZING THE WATAUGA CRIME CONTROL AND PREVENTION DISTRICT AND COLLECTION OF THE ONE-HALF (1/2) OF ONE (1) PERCENT OF SALES AND USE TAX; PROVIDING FOR A JOINT ELECTION TO BE HELD WITH OTHER ENTITIES; SETTING THE DATE, PLACE AND TIME OF SAID ELECTION; PROVIDING FOR ELECTION PRECINCTS AND POLLING PLACES; AUTHORIZING THE EXECUTION OF A JOINT ELECTION AGREEMENT WITH TARRANT COUNTY; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, a special election was held in the City of Watauga, Texas (the “City”) on November 2, 2010, wherein the voters of the City approved the continuation of one half (1/2) of one (1) percent of the local sales and use tax in the City for the benefit of its Crime Control and Prevention District to provide for crime control and prevention; and

WHEREAS, the Board of Directors of the Watauga Crime Control and Prevention District support the placement of reauthorization of the local sales and use tax and continuation of the Watauga Crime Control and Prevention District on the May 1, 2021 ballot; and

WHEREAS, the City Council of the City hereby finds and determines that an election should be held to determine whether the City Council shall be reauthorized to levy and collect a sales and use tax within the City under the provisions of Chapter 327, as amended, Texas Tax Code (the “Act”) to continue providing revenue for crime control and prevention; and

WHEREAS, in accordance with the requirements of the Act, the combined rate of all local sales and use taxes imposed by the City and other political subdivisions having territory in the City will not exceed two percent (2%); and

WHEREAS, the City Council hereby finds and determines that the holding of this special election on the date set forth below, a uniform election date, is in the public interest; and

WHEREAS, the City of Watauga, Texas, and other entities desire to conduct joint elections through Tarrant County pursuant to the provisions of the Texas Election Code, including the conduct of joint early voting and the provision for the sharing of expenses.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

An election shall be held on the 1st day of May, 2021, a uniform election date, in the City of Watauga, Texas, which date is not less than sixty-two (62) days from the date of the adoption of this Ordinance, for the purpose of submitting a proposition to the qualified voters of the City regarding continuation of the sales and use tax of one-half (1/2) of one percent (1%) for crime control and prevention.

The polling places for voting on election day for election precincts, shall be the election day voting locations including Watauga City Hall Lobby, 7105 Whitley Rd, Watauga, Texas, designated by the Tarrant County Elections Administrator as may be active on election day, May 1, 2021, from 7:00 a.m. until 7:00 p.m. Voting Locations may be modified to include additional or different election day locations designated by the Tarrant County Elections Administrator.

Additional voting locations identified by the Tarrant County Elections Administrator are attached to this ordinance and incorporated by reference as **Exhibit "A"**. Additional or different voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement. Voting locations and times can also be located on the website:

<https://www.tarrantcounty.com/en/elections/Upcoming-Election-Information>

III.

The official ballot shall be prepared in accordance with the Texas Election Code, as amended, to permit electors to vote "FOR" or "AGAINST" the proposition which shall appear on the ballot substantially as follows:

"THE REAUTHORIZATION OF THE LOCAL SALES AND USE TAX IN THE CITY OF WATAUGA, TEXAS AT THE RATE OF ONE-HALF OF ONE PERCENT TO CONTINUE PROVIDING REVENUE FOR CRIME CONTROL AND PREVENTION. THE TAX EXPIRES ON THE 10TH ANNIVERSARY OF THE DATE OF THIS ELECTION UNLESS THE IMPOSITION OF THE TAX IS REAUTHORIZED."

IV.

Days and hours for Early Voting by Personal Appearance shall be as follows:

April 19-23, 2021	Monday – Friday	8:00 a.m. - 5:00 p.m.
April 24, 2021	Saturday	7:00 a.m. - 7:00 p.m.
April 25, 2021	Sunday	11:00 a.m. - 4:00 p.m.
April 26-27, 2021	Monday-Tuesday	7:00 a.m. - 7:00 p.m.

This schedule may be modified to include additional or different early voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement.

V.

All resident qualified electors of the City shall be permitted to vote at the election and on the day of the election, such electors shall vote at the Tarrant County, Texas designated polling place(s). The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and Chapter 327, as amended, and as may be required by any other law. All election materials and proceedings shall be printed in both English and Spanish. The reauthorized sales and use tax shall expire, unless reauthorized, as provided in the provisions of Section 327.007, as amended, Texas Tax Code.

VI.

A substantial copy of this Ordinance shall serve as proper notice of the election. Such notice, including a Spanish translation thereof, shall be posted not later than the 21st day before the election on the bulletin board used for posting notices of meetings of the City Council and shall also be published at least once not earlier than the 30th day nor later than the 10th day before the election in a newspaper of general circulation in the City.

VII.

The Tarrant County Elections Administrator is hereby appointed as the Early Voting Clerk. Applications for ballot by mail must be received by mail no later than the close of business April 20, 2021 (Mailing Address: P.O. Box 961011, Fort Worth, Texas, 76161-0011; Attention: Tarrant County Elections Administrator, Early Voting Clerk).

VIII.

Early Voting by personal appearance shall be conducted at the Tarrant County Main Early Voting location: 2700 Premier Street, Fort Worth, Texas 76111 and Summerghlen Branch Library, 4205 Basswood Boulevard, Fort Worth, Texas 76137, as well as other offices established by Tarrant County.

Additional early voting locations as scheduled by the Tarrant County Elections Administrator are attached to this ordinance and incorporated by reference as **Exhibit “B”**. Additional or different voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement. Voting locations and times can also be located on the website:

<https://www.tarrantcounty.com/en/elections/Upcoming-Election-Information>

IX.

The City Secretary of the City of Watauga, Texas is authorized to enter into a contract with the Tarrant County Elections Administrator to conduct the election ordered herein and committing to pay the fee charged by the Tarrant County Elections Administrator for such services. The City Secretary is further authorized to enter into a contract for the conduct of a joint election with other governmental entities in Tarrant County, Texas.

X.

This Ordinance shall be and is hereby cumulative of all Ordinances of the City of Watauga, Texas, and this Ordinance shall not operate to repeal or affect any such other Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event, such conflicting provisions, if any, in such Ordinance or Ordinances are hereby repealed.

XI.

If any section, sub-section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid such decisions shall not affect the validity of the remaining portions of the Ordinance.

XII.

This Ordinance shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Sections 3.11 and 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas, this
the 12th day of April, 2021.

APPROVED:

ARTHUR L. MINER, MAYOR

ATTEST:

ANDREA GARDNER, TRMC
CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

GEORGE HYDE, CITY ATTORNEY
RUSSELL RODRIGUEZ HYDE BULLOCK, LLP



AGENDA MEMORANDUM

DATE: March 23, 2021

TO: Honorable City Council Members

FROM: Andrea Gardner, City Manager

SUBJECT: Discuss and consider action to approve an ordinance by the City Council of the City of Watauga, Texas amending ordinance 2021-014, which amended ordinance 2021-006 calling for a special election to vote on the adoption of a local sales and use tax in the City of Watauga at the rate of 1.25% , in accordance with Texas Tax Code Section 327.007; providing that all ordinances in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause, providing an effective date and containing other provisions related to the subject.

BACKGROUND/INFORMATION:

On November 3, 2020 the City of Watauga held a Special Election to consider a measure for reallocating 1/4 of one percent of sales tax revenue from street maintenance to economic development. On November 12, 2020, the City Council approved resolution 2020-061 to canvass the votes for the Special Election with Proposition A declared "failed".

The City is unable to place a measure on the May 2021 ballot due to the Texas Tax Code requiring the City to wait one year before returning either measure to the ballot. However, per the Texas Comptroller, the City may place a measure on the May 2021 ballot to request voters consider allocation of the 1/4 of one percent sales tax for general revenue purposes or any other authorized purpose. Thus, on January 11, 2021 the City Secretary received direction from the City Council to prepare the ordinance for calling the Special Election allocating local sales and use tax for general revenue purposes.

On January 25, 2021, the City Council approved Ordinance No. 2021-006 ordering the election. At the time of approval, the City Manager informed the Council that the order would require a revision after the Early Voting schedule and locations were finalized. Due to election law deadlines (Section 3.005) not coinciding with Tarrant County Elections finalizing the early voting schedule and locations, the order must be amended,

On March 8, 2021, the City Council approved Ordinance No. 2021-014 amending the election order to include the final EV schedule and locations. On March 22, 2021, the



AGENDA MEMORANDUM

Tarrant County Elections Administrator provided the Election Day voting locations list. Per State Law, the ordinance must be amended to reflect updates and changes to either the Early Voting and Election Day schedule and locations. The new schedules received from Tarrant County were posted on the City's website and official bulletin board on March 22, 2021.

The specific ballot language was provided to the City by the Texas Comptroller's Office and was submitted to Tarrant County for ballot preparation.

FINANCIAL IMPLICATIONS:

1/4 of one cent equates to approximately \$740,000 of revenue for general purposes.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends City Council approve Ordinance No. 2021-023 amending the order calling a special election for the adoption of a local sales and use tax in the City of Watauga at the rate of 1.25%.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Joint_contract_entities 0521 - 20210322 - FINAL (002)
2. ATTACHMENT A 2021
3. ATTACHMENT B 2021
4. Ord amending ordinance calling Special Election authorizing general revenue Sales Tax 2021 Apr 12 2021

REVIEWED BY:

Karrie Marling, Legal
George Hyde, Legal
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 4/9/2021
Approved - 4/9/2021
Approved - 4/9/2021
Final Approval - 4/9/2021

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

ARLINGTON ISD	CITY OF ROANOKE
AZLE ISD	CITY OF SAGINAW
BIRDVILLE ISD	CITY OF SANSOM PARK
CARROLL ISD	CITY OF SOUTHLAKE
CASTLEBERRY ISD	CITY OF WATAUGA
CITY OF ARLINGTON	CITY OF WESTWORTH VILLAGE
CITY OF AZLE	CROWLEY ISD
CITY OF BEDFORD	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF BENBROOK	EVERMAN ISD
CITY OF BLUE MOUND	FORT WORTH ISD
CITY OF COLLEYVILLE	GODLEY ISD
CITY OF EULESS	GRAPEVINE-COLLEYVILLE ISD
CITY OF EVERMAN	HURST-EULESS-BEDFORD ISD
CITY OF FORT WORTH	KELLER ISD
CITY OF GRAND PRAIRIE	KENNEDALE ISD
CITY OF GRAPEVINE	LEWISVILLE ISD
CITY OF HALTOM CITY	MANSFIELD ISD
CITY OF HASLET	NORTHWEST ISD
CITY OF HURST	TARRANT REGIONAL WATER DISTRICT
CITY OF KELLER	TOWN OF EDGECLIFF VILLAGE
CITY OF KENNEDALE	TOWN OF FLOWER MOUND
CITY OF LAKE WORTH	TOWN OF LAKESIDE
CITY OF MANSFIELD	TOWN OF PANTEGO
CITY OF NORTH RICHLAND HILLS	TOWN OF WESTLAKE
CITY OF PELICAN BAY	TARRANT COUNTY
CITY OF RICHLAND HILLS	FOREST HILL LIBRARY DISTRICT
CITY OF RIVER OAKS	TARRANT COUNTY COLLEGE

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or "Party".

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 1, 2021 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 1, 2021. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 5, 2021.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as “Entities” or “participating authorities”, desire to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County’s elections services through the Elections Administrator’s office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

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

I. ADMINISTRATION

The Parties agree to hold a “Joint Election” with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/participating authorities by the Election Administrator’s office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

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

Each participating authority agrees to adopt the adopt the Verity Voting System v. 2.4, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary Of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

If polling places for the May 1, 2021 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 1, 2021 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

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

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

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

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

members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

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

X. RUNOFF ELECTIONS

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

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

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 1, 2021 election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 5, 2021.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the voting sites located within their jurisdiction. Participating authorities that do not have a voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

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

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

Cost schedule and invoicing.

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

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

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

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of

this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 1, 2021 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

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

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ARLINGTON ISD	31	8.04	\$ 45,337.16	\$ 34,010.00
AZLE ISD	4	1.00	\$ 5,746.24	\$ 4,310.00
BIRDVILLE ISD	6	2.00	\$ 18,080.67	\$ 13,570.00
CARROLL ISD	3	0.75	\$ 5,066.97	\$ 3,810.00
CASTLEBERRY ISD	3	0.65	\$ 3,700.44	\$ 2,780.00
CITY OF ARLINGTON	31	7.65	\$ 42,926.33	\$ 32,200.00
CITY OF AZLE	2	0.58	\$ 4,377.48	\$ 3,290.00
CITY OF BEDFORD	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF BENBROOK	1	0.50	\$ 7,288.56	\$ 5,470.00
CITY OF BLUE MOUND	1	0.20	\$ 3,328.67	\$ 2,500.00
CITY OF COLLEYVILLE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF EULESS	3	0.75	\$ 6,089.38	\$ 4,570.00
CITY OF EVERMAN	1	0.25	\$ 3,403.65	\$ 2,560.00
CITY OF FORT WORTH	114	31.47	\$ 149,938.54	\$ 112,460.00
CITY OF GRAND PRAIRIE	4	1.08	\$ 7,181.45	\$ 5,390.00
CITY OF GRAPEVINE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HALTOM CITY	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HASLET	1	0.25	\$ 6,326.50	\$ 4,750.00
CITY OF HURST	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF KELLER	3	1.00	\$ 7,098.18	\$ 5,330.00
CITY OF KENNEDALE	2	0.27	\$ 4,473.56	\$ 3,360.00
CITY OF LAKE WORTH	2	0.37	\$ 6,593.04	\$ 4,950.00
CITY OF MANSFIELD	6	1.35	\$ 9,926.49	\$ 7,450.00
CITY OF NORTH RICHLAND HILLS	3	1.08	\$ 11,195.00	\$ 8,400.00
CITY OF PELICAN BAY	1	0.25	\$ 3,389.90	\$ 2,550.00
CITY OF RICHLAND HILLS	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF RIVER OAKS	2	0.45	\$ 3,107.90	\$ 2,340.00
CITY OF ROANOKE	0	0.00	\$ 400.00	\$ 300.00
CITY OF SAGINAW	4	0.90	\$ 5,773.27	\$ 4,330.00
CITY OF SANSOM PARK	1	0.20	\$ 2,320.19	\$ 1,750.00
CITY OF SOUTHLAKE	2	0.50	\$ 4,326.29	\$ 3,250.00
CITY OF WATAUGA	2	0.75	\$ 4,963.39	\$ 3,730.00
CITY OF WESTWORTH VILLAGE	1	0.33	\$ 2,905.89	\$ 2,180.00
CROWLEY ISD	11	2.71	\$ 18,013.87	\$ 13,520.00
EAGLE MOUNTAIN-SAGINAW ISD	8	1.80	\$ 8,975.97	\$ 6,740.00
EVERMAN ISD	7	1.50	\$ 7,595.01	\$ 5,700.00
FORT WORTH ISD	94	26.48	\$ 104,347.52	\$ 78,270.00
GODLEY ISD	0	0.00	\$ 400.00	\$ 300.00
GRAPEVINE-COLLEYVILLE ISD	3	0.83	\$ 10,189.86	\$ 7,650.00

HURST-EULESS-BEDFORD ISD	6	1.67	\$ 16,416.59	\$ 12,320.00
KELLER ISD	11	3.28	\$ 22,559.92	\$ 16,920.00
KENNEDALE ISD	2	0.27	\$ 4,473.56	\$ 3,360.00
LEWISVILLE ISD	0	0.00	\$ 400.00	\$ 300.00
MANSFIELD ISD	12	2.64	\$ 16,631.55	\$ 12,480.00
NORTHWEST ISD	6	1.70	\$ 10,660.76	\$ 8,000.00
TARRANT REGIONAL WATER DISTRICT	115	31.60	\$ 149,306.12	\$ 111,980.00
TOWN OF EDGECLIFF VILLAGE	1	0.17	\$ 2,715.28	\$ 2,040.00
TOWN OF FLOWER MOUND	0	0.00	\$ 400.00	\$ 300.00
TOWN OF LAKESIDE	1	0.17	\$ 5,823.40	\$ 4,370.00
TOWN OF PANTEGO	1	0.25	\$ 3,042.93	\$ 2,290.00
TOWN OF WESTLAKE	3	0.62	\$ 4,502.18	\$ 3,380.00
TARRANT COUNTY	48	11.81	\$ 83,652.70	\$ 62,740.00
FOREST HILL LIBRARY DISTRICT	1	0.33	\$ 3,997.96	\$ 3,000.00
TARRANT COUNTY COLLEGE	93	23.54	\$ 156,093.91	\$ 117,080.00
TOTALS	663	176	\$1,034,611.14	\$ 776,230.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIV. RECORDS OF THE ELECTION

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

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

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

XV. RECOUNTS

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

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

XVI. MISCELLANEOUS PROVISIONS

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

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

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

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Myrtice and Curtis Larson Elementary School	Library	2620 Avenue K	Grand Prairie, TX 75050
Asia Times Square	Hallway in Front of Suite 820	2625 West Pioneer Parkway	Grand Prairie, TX 75051
James Starrett Elementary School	Main Hallway	2675 Fairmont Drive	Grand Prairie, TX 75052
Anna May Daulton Elementary School	Cafeteria	2607 North Grand Peninsula Drive	Grand Prairie, TX 75054
Kenneth Davis Elementary School	Cafeteria	900 Eden Road	Arlington, TX 76001
R. F. Patterson Elementary School	Lobby	6621 Kelly Elliott Road	Arlington, TX 76001
Janet Brockett Elementary School	Cafeteria	810 Dove Meadows Drive	Arlington, TX 76002
MISD Student Nutrition Department	Foyer	1151 Mansfield Webb Road	Arlington, TX 76002
Dora E. Nichols Junior High School	Gym B	2201 Ascension Boulevard	Arlington, TX 76006
Elzie Odom Athletic Center	Upstairs Hallway	1601 Northeast Green Oaks Boulevard	Arlington, TX 76006
Sherrod Elementary School	Gym	2626 Lincoln Drive	Arlington, TX 76006
Arlington ISD Dan Dipert Career & Technical Center	Rooms B-102.00 & B-103.00	2101 Browning Drive	Arlington, TX 76010
Meadowbrook Recreation Center	Large Meeting Room	1400 Dugan Street	Arlington, TX 76010
Tarrant County Sub-Courthouse in Arlington	1st Floor Conference Room	700 East Abram Street	Arlington, TX 76010
John Webb Elementary School	In Front of Library	1200 North Cooper Street	Arlington, TX 76011
Berta May Pope Elementary School	Gym - In Back of Main Building	901 Chestnut Drive	Arlington, TX 76012
Lamar High School	Room 1109	1400 West Lamar Boulevard	Arlington, TX 76012
Bailey Junior High School	North Gym	2411 Winewood Lane	Arlington, TX 76013
C. C. Duff Elementary School	Front Door Main Hallway	3100 Lynnwood Drive	Arlington, TX 76013
South Davis Elementary School	Hallway Near Library	2001 South Davis Drive	Arlington, TX 76013
Town of Pantego Council Chambers	Council Chambers	1614 South Bowen Road	Pantego, TX 76013
Atherton Elementary School	Stem Lab	2101 Overbrook Drive	Arlington, TX 76014
Bob Duncan Center	Music Room	2800 South Center Street	Arlington, TX 76014
Advent Lutheran Church	Luther Hall	3232 South Cooper Street	Arlington, TX 76015
Charles W. Young Junior High School	North Gym	3200 Woodside Drive	Arlington, TX 76016
Miller Elementary School	Room 102	6401 West Pleasant Ridge Road	Arlington, TX 76016
Ruth Ditto Elementary School	Cafeteria	3001 Quail Lane	Arlington, TX 76016
Dalworthington Gardens City Hall	Annex Building	2600 Roosevelt Drive	Dalworthington Gardens, TX 76016
City of Arlington South Service Center	Training Room	1100 Southwest Green Oaks Boulevard	Arlington, TX 76017

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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Corey Academy	Cafeteria	5200 Kelly Elliott Road	Arlington, TX 76017
Truett Boles Junior High School	Gym A	3900 Southwest Green Oaks Boulevard	Arlington, TX 76017
Ferguson Education Center	Lobby or Cafetorium	600 Southeast Green Oaks Boulevard	Arlington, TX 76018
Fitzgerald Elementary School	Lobby	5201 Creek Valley Drive	Arlington, TX 76018
L. R. Bebensee Elementary School	Lobby	5900 Inks Lake Drive	Arlington, TX 76018
B. J. Clark Building	Senior Center	601 Southeast Parkway	Azle, TX 76020
Pelican Bay City Hall	Council Room	1300 Pelican Circle	Pelican Bay, TX 76020
Pat May Center	Rooms D2 & D3	1849-B Central Drive	Bedford, TX 76022
Precinct One Garage	Large Meeting Room	800 East Rendon Crowley Road	Burleson, TX 76028
Tarver Rendon Elementary School	Front Foyer	6065 Retta Mansfield Road	Burleson, TX 76028
Colleyville City Hall	2nd Floor Training Room	100 Main Street	Colleyville, TX 76034
Crowley 9th Grade Campus	Library	1016 FM 1187	Crowley, TX 76036
Eules Family Life Senior Center	Arts & Crafts Room	300 West Midway Drive	Eules, TX 76039
St. John Missionary Baptist Church	Family Life Center	3324 House Anderson Road	Eules, TX 76040
The REC of Grapevine	Hallway on Senior Side/Outside of Stewart Hall	1175 Municipal Way	Grapevine, TX 76051
Former Haslet Elementary School	Library	501 School House Road	Haslet, TX 76052
Sendera Ranch Elementary School	Gym	1216 Diamondback Lane	Haslet, TX 76052
Brookside Center	Main Room	1244 Brookside Drive	Hurst, TX 76053
Kennedale Community Center	Community Center	316 West 3rd Street	Kennedale, TX 76060
Donna Shepard Leadership Academy	Gym 1	1280 FM Road 1187	Mansfield, TX 76063
J. L. Boren Elementary School	Library	1401 Country Club Drive	Mansfield, TX 76063
Mansfield Sub-Courthouse	First Floor Conference Room	1100 East Broad Street	Mansfield, TX 76063
Vernon Newsom Stadium	Lou Spiegel Community Room	3700 East Broad Street	Mansfield, TX 76063
Southlake Town Hall	3rd Floor Training Rooms A,B,C,D	1400 Main Street	Southlake, TX 76092
Greenway Church	Lobby & Hallway	1816 Delga Street	Fort Worth, TX 76102
Tarrant County Plaza Building	Early Voting Room 3rd Floor	201 Burnett Street	Fort Worth, TX 76102
Trinity Terrace	Chisholm Room	1600 Texas Street	Fort Worth, TX 76102
Christ Cathedral Church	Event Center or Café Area	3201 Purington Avenue	Fort Worth, TX 76103
Meadowbrook Elementary School	Cafeteria	4330 Meadowbrook Drive	Fort Worth, TX 76103

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Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Sagamore Hill Elementary School	Hallway	701 South Hughes Avenue	Fort Worth, TX 76103
Carroll Peak Elementary School	Cafeteria	1201 East Jefferson Avenue	Fort Worth, TX 76104
Community Christian Church Education Building	Cafeteria/Conference Room	1720 Vickery Boulevard East	Fort Worth, TX 76104
De Zavala Elementary School	Hallway, Northeast Side	1419 College Avenue	Fort Worth, TX 76104
Morningside Elementary School	Auditorium	2601 Evans Avenue	Fort Worth, TX 76104
Southside Community Center	Hazel B Room	959 East Rosedale Street	Fort Worth, TX 76104
Van Zandt-Guinn Elementary School	Cafeteria	600 Kentucky Avenue	Fort Worth, TX 76104
Brighter Outlook Center	Gym	4910 Dunbar Street	Fort Worth, TX 76105
D. McRae Elementary School	Science Lab West Wing	3316 Avenue N	Fort Worth, TX 76105
S. S. Dillow Elementary School	Auditorium	4000 Avenue N	Fort Worth, TX 76105
Sycamore Recreation Center	Multi-Purpose Room	2525 East Rosedale Street	Fort Worth, TX 76105
William M. McDonald YMCA	Studio A	2701 Moresby Street	Fort Worth, TX 76105
Diamond Hill Community Center	Multi-Purpose Room	1701 Northeast 36th Street	Fort Worth, TX 76106
Diamond Hill/Jarvis Branch Library	Meeting Room	1300 Northeast 35th Street	Fort Worth, TX 76106
Iglesia Palabra de Amor	Dining Hall	3402 Northwest 28th Street	Fort Worth, TX 76106
Jo Kelly School	Gym	201 North Bailey Avenue	Fort Worth, TX 76107
JPS Health Center Viola M. Pitts/Como	Lower Level, Suite 100	4701 Bryant Irvin Road North, Lower Level, Suite 1	Fort Worth, TX 76107
Middle Level Learning Center	Gym	3813 Valentine Street	Fort Worth, TX 76107
North Hi Mount Elementary School	Gym	3801 West 7th Street	Fort Worth, TX 76107
Westover Hills Town Hall	Town Hall	5824 Merrymount Road	Westover Hills, TX 76107
G.I.F.T. Ministries	The Sanctuary	300 Expedition Drive	Fort Worth, TX 76108
McLean 6th Grade School	Auditorium	3201 South Hills Avenue	Fort Worth, TX 76109
Southcliff Baptist Church	Main Concourse	4100 Southwest Loop 820	Fort Worth, TX 76109
Southwest Regional Library	Meeting Room	4001 Library Lane	Fort Worth, TX 76109
St. Stephen Presbyterian Church	Parish Hall	2700 McPherson Avenue	Fort Worth, TX 76109
Tanglewood Elementary School	Cafeteria	3060 Overton Park Drive West	Fort Worth, TX 76109
E. M. Daggett Elementary School	Gym	958 Page Avenue	Fort Worth, TX 76110
George C. Clarke Elementary School	Cafeteria	3300 South Henderson Street	Fort Worth, TX 76110
Lily B. Clayton Elementary School	Cafeteria	2000 Park Place Avenue	Fort Worth, TX 76110

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Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
R. L. Paschal High School	Gus Bates Center	2911 Forest Park Boulevard	Fort Worth, TX 76110
Richard J. Wilson Elementary School	Gym	900 West Fogg Street	Fort Worth, TX 76110
Southside Church of Christ	Front Foyer	2101 Hemphill Street	Fort Worth, TX 76110
Worth Heights Community Center	Activity Room 4	3551 New York Avenue	Fort Worth, TX 76110
Worth Heights Elementary School	Cafeteria	519 East Butler Street	Fort Worth, TX 76110
Andrew "Doc" Session Community Center	Large Activity Room	201 South Sylvania Avenue	Fort Worth, TX 76111
Knights of Columbus	Main Hall	3809 Yucca Avenue	Fort Worth, TX 76111
Mercy Culture Church	Meeting Area	1701 Oakhurst Scenic Drive	Fort Worth, TX 76111
Riverside Applied Learning Center	Library	3600 Fossil Drive	Fort Worth, TX 76111
Riverside Community Center	Large Meeting Room/Center Gym	3700 East Belknap Street	Fort Worth, TX 76111
Versia L. Williams Elementary School	Library	901 Baurline Street	Fort Worth, TX 76111
Atwood McDonald Elementary School	Gym	1850 Barron Lane	Fort Worth, TX 76112
East Regional Library	Meeting Room	6301 Bridge Street	Fort Worth, TX 76112
Eastern Hills High School	Front Foyer Lobby	5701 Shelton Street	Fort Worth, TX 76112
First Jefferson Unitarian Universalist Church	Fellowship Hall (Coleman Hall)	1959 Sandy Lane	Fort Worth, TX 76112
Handley-Meadowbrook Community Center	Multi-Purpose # 2	6201 Beaty Street	Fort Worth, TX 76112
Martin Luther King Community Center	Gym	5565 Truman Drive	Fort Worth, TX 76112
Paul Laurence Dunbar High School	Drum Percussion Room	5700 Ramey Avenue	Fort Worth, TX 76112
St. Matthew United Methodist Church	Fellowship Hall	2414 Hitson Lane	Fort Worth, TX 76112
River Oaks Annex	Lobby	4900 River Oaks Boulevard	River Oaks, TX 76114
River Oaks United Methodist Church	Fellowship Hall	4800 Ohio Garden Road	River Oaks, TX 76114
Sansom Park City Hall	Council Chambers	5705 Azle Avenue	Sansom Park, TX 76114
Westworth Village City Hall	Community Room	311 Burton Hill Road	Westworth Village, TX 76114
Carter Park Elementary School	Auditorium	1204 East Broadus Avenue	Fort Worth, TX 76115
El Buen Pastor Baptist Church	North Building	4800 Merida Avenue	Fort Worth, TX 76115
Hubbard Heights Elementary School	Auditorium	1333 West Spurgeon Street	Fort Worth, TX 76115
James Avenue Service Center	Cafeteria	5001 James Avenue	Fort Worth, TX 76115
Agape Baptist Church	Faith Hall	3900 Southwest Boulevard	Fort Worth, TX 76116
Country Inn & Suites	Meeting Room	2730 South Cherry Lane	Fort Worth, TX 76116

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Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Faith Lutheran Church	Fellowship Hall	4551 Southwest Boulevard	Fort Worth, TX 76116
Harvest United Methodist Church	Fellowship Hall	6036 Locke Avenue	Fort Worth, TX 76116
R. D. Evans Community Center	Multi-Purpose Room	3242 Lackland Road	Fort Worth, TX 76116
Haltom City Northeast Center	Classroom E - Northwest Corner of Building	3201 Friendly Lane	Haltom City, TX 76117
First Baptist Hurst at the Trails	Lobby or Gym	9208 Trammel Davis Road	Fort Worth, TX 76118
Richland Hills City Hall	Council Chambers	3200 Diana Drive	Richland Hills, TX 76118
A. M. Pate Elementary School	Front Foyer In Front of Auditorium	3800 Anglin Drive	Fort Worth, TX 76119
Beth Eden Missionary Baptist Church	Gym	3208 Wilbarger Street	Fort Worth, TX 76119
Bradley Center	Main Room	2601 Timberline Drive	Fort Worth, TX 76119
Glen Park Elementary School	Gym	3601 Pecos Street	Fort Worth, TX 76119
Griffin-Poly Sub-Courthouse	Early Voting Room	3212 Miller Avenue	Fort Worth, TX 76119
Sunrise-McMillian Elementary School	Gym	3409 Stalcup Road	Fort Worth, TX 76119
W. M. Green Elementary School	Gym	4612 David Strickland Road	Fort Worth, TX 76119
Central Bible Church - The Connection	Lobby	8200 Anderson Boulevard	Fort Worth, TX 76120
Meadowcreek Elementary School	Gym	2801 Country Creek Lane	Fort Worth, TX 76123
Benbrook Community Center	Main Room	228 San Angelo Avenue	Benbrook, TX 76126
Blue Mound City Hall	Council Chambers	301 South Blue Mound Road	Blue Mound, TX 76131
Northbrook Elementary School	Gym Hall	2500 Cantrell Sansom Road	Fort Worth, TX 76131
Sonny and Allegra Nance Elementary School	Cafeteria	701 Tierra Vista Way	Fort Worth, TX 76131
Oakmont Elementary School	Cafeteria	6651 Oakmont Trail	Fort Worth, TX 76132
St. Peter's Antiochian Orthodox Church	Booth Hall	7601 Bellaire Drive South	Fort Worth, TX 76132
Bruce Shulkey Elementary School	Auditorium	5533 Whitman Avenue	Fort Worth, TX 76133
Fort Worth Education Association	Lobby	6021 Westcreek Drive	Fort Worth, TX 76133
Genesis United Methodist Church	Hallway	7635 South Hulen Street	Fort Worth, TX 76133
Southwest Sub-Courthouse	Voting & Conference Center	6551 Granbury Road	Fort Worth, TX 76133
St. Matthew's Lutheran Church	Fellowship Hall	5709 Wedgwood Drive	Fort Worth, TX 76133
Trinity Cumberland Presbyterian Church	Front Lobby	7120 West Cleburne Road	Fort Worth, TX 76133
Westminster Presbyterian Church	The Social Hall	7001 Trail Lake Drive	Fort Worth, TX 76133
Edgecliff Village Community Center	Community Center	1605 Edgecliff Road	Edgecliff Village, TX 76134

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Greenbriar Elementary School	Cafeteria	1605 Grady Lee Street	Fort Worth, TX 76134
Highland Hills Community Center	Multi-Purpose Room	1600 Glasgow Road	Fort Worth, TX 76134
New Hope Fellowship	Fellowship Room	6410 South Freeway	Fort Worth, TX 76134
Parkway Elementary School	Cafeteria	1320 West Everman Parkway	Fort Worth, TX 76134
St. Luke Cumberland Presbyterian Church	Family Life Center	1404 Sycamore School Road	Fort Worth, TX 76134
Lake Patrol Headquarters	Main Lobby	7501 Surfside Drive	Fort Worth, TX 76135
Sheriff's Office North Patrol Division	106-Community Room	6651 Lake Worth Boulevard	Lake Worth, TX 76135
Bluebonnet Elementary School	Gym	7000 Teal Drive	Fort Worth, TX 76137
Hillwood Middle School	Gym Foyer	8250 Parkwood Hill Boulevard	Fort Worth, TX 76137
Summerglen Branch Library	Meeting Room	4205 Basswood Boulevard	Fort Worth, TX 76137
Jefferson Davis 9th Grade Center	Yarbrough Commons area	615 Townley Drive	Everman, TX 76140
Forest Hill Civic & Convention Center	Room 101	6901 Wichita Street	Forest Hill, TX 76140
Watauga City Hall	Lobby	7105 Whitley Road	Watauga, TX 76148
Candlewood Suites Hotel	Blue Meeting Room	4200 Reggis Court	Fort Worth, TX 76155
All Saints Catholic Church Parish Hall	Main Parish Hall	200 NW 20th Street	Fort Worth, TX 76164
J. P. Elder Middle School	Library	709 Northwest 21st Street	Fort Worth, TX 76164
M. G. Ellis Early Childhood School	Gym	215 Northeast 14th Street	Fort Worth, TX 76164
Eagle Mountain-Saginaw ISD, Building 6	Training Room	1200 North Old Decatur Road	Fort Worth, TX 76179
Northwest Branch Library	Meeting Room	6228 Crystal Lake Drive	Fort Worth, TX 76179
Eagle Mountain Fire Hall 1	Truck Bays	9500 Live Oak Lane	Saginaw, TX 76179
John Ed Keeter Public Library	Back Area of Library	355 West McLeroy Boulevard	Saginaw, TX 76179
Dan Echols Center	Main Room	6801 Glenview Drive	North Richland Hills, TX 76180
Former Bursey Road Senior Adult Center	Main Room	7301 Bursey Road	North Richland Hills, TX 76180
North Richland Hills Public Library	Community Room	9015 Grand Avenue	North Richland Hills, TX 76180
Northpark YMCA	Room 103 Multi-Purpose 1	9100 North Beach Street	Fort Worth, TX 76244
Woodland Springs Elementary School	Lobby	12120 Woodland Springs Drive	Fort Worth, TX 76244
Bear Creek Intermediate School	Small Gym	801 Bear Creek Parkway	Keller, TX 76248
Shady Grove Elementary School	Gym	1400 Sarah Brooks Drive	Keller, TX 76248
John M. Tidwell Middle School	Room 1502 P.E. Gym	3937 Haslet-Roanoke Road	Roanoke, TX 76262

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Trophy Club Town Hall	Room 305 Training/EOC	1 Trophy Wood Drive	Trophy Club, TX 76262
Town of Westlake	Room 7100 Council Chambers/Court Room	1500 Solana Boulevard, Building 7, Suite 7100	Westlake, TX 76262

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

MAY 1, 2021
(1 DE MAYO DE 2021)
(NGÀY 1 THÁNG 5, NĂM 2021)

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

This schedule of early voting locations, dates and times applies to voters in the following cities, towns, schools, library, and water districts: (Este horario de casetas de votación adelantada, sus fechas y tiempos aplican a los votantes en las siguientes ciudades, pueblos, escuelas, bibliotecas y distritos de la agua) (Đây là lịch trình của những địa điểm, ngày tháng và thời gian cho bầu cử sớm áp dụng cho các cử tri ở trong những điều sau đây: các thành phố, thị xã, trường học, thư viện và cơ quan thủy cục): Arlington, Azle, Bedford, Benbrook, Blue Mound, Colleyville, Edgecliff Village, Euless, Everman, Flower Mound, Fort Worth, Grand Prairie, Grapevine, Haltom City, Haslet, Hurst, Keller, Kennedale, Lakeside, Lake Worth, Mansfield, North Richland Hills, Pantego, Pelican Bay, Richland Hills, River Oaks, Roanoke, Saginaw, Sansom Park, Southlake, Watauga, Westlake, Westworth Village, Arlington ISD, Azle ISD, Birdville ISD, Carroll ISD, Castleberry ISD, Crowley ISD, Eagle Mountain-Saginaw ISD, Everman ISD, Fort Worth ISD, Godley ISD, Grapevine-Colleyville ISD, Hurst-Euless-Bedford ISD, Keller ISD, Kennedale ISD, Lewisville ISD, Mansfield ISD, Northwest ISD, Tarrant County College District, Tarrant Regional Water District, Forest Hill Library District and Congressional District 6.

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

April (Abril) (Tháng Tư) 19 - 23	Monday - Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
April (Abril) (Tháng Tư) 24	Saturday (Sábado) (Thứ Bảy)	7:00 a.m. – 7:00 p.m.
April (Abril) (Tháng Tư) 25	Sunday (Domingo) (Chủ Nhật)	11:00 a.m. – 4:00 p.m.
April (Abril) (Tháng Tư) 26 – 27	Monday – Tuesday (Lunes – Martes) (Thứ Hai – Thứ Ba)	7:00 a.m. – 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus EMB - <i>Portable Building (edificio móvil)</i> (Nhà Di Động) C	2100 Southeast Parkway	Arlington	76018
7	University of Texas at Arlington <i>Maverick Activities Center</i>	500 W Nedderman Drive	Arlington	76019
8	B. J. Clark Building	601 Southeast Parkway	Azle	76020
9	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
10	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
11	Colleyville City Hall	100 Main Street	Colleyville	76034
12	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley	76036
13	Euless Family Life Senior Center	300 W Midway Drive	Euless	76039
14	Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill	76140
15	All Saints Catholic Church Parish Hall	200 NW 20 th Street	Fort Worth	76164
16	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
17	Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
18	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
19	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
20	JPS Health Center Viola M. Pitts/Como <i>Lower Level (Nivel Inferior) (Lầu Dưới) #100</i>	4701 Bryant Irvin Road N	Fort Worth	76107
21	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
22	Southwest Regional Library	4001 Library Lane	Fort Worth	76109
23	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
24	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
25	Tarrant County Elections Center <i>Main Early Voting Site</i> (Principal sitio de votación adelantada) (Trung Tâm Bầu Cử Sớm)	2700 Premier Street	Fort Worth	76111
26	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
27	Villages of Woodland Springs Amenity Building	12209 Timberland Boulevard	Fort Worth	76244
28	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
29	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie	75051
30	The REC of Grapevine	1175 Municipal Way	Grapevine	76051
31	Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
32	Former Haslet Elementary School	501 School House Road	Haslet	76052
33	Brookside Center	1244 Brookside Drive	Hurst	76053
34	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
35	Kennedale Community Center	316 W 3rd Street	Kennedale	76060

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

MAY 1, 2021
(1 DE MAYO DE 2021)
(NGÀY 1 THÁNG 5, NĂM 2021)

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

36	Sheriff’s Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
37	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
38	Vernon Newsom Stadium	3700 E Broad Street	Mansfield	76063
39	Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
40	North Richland Hills Public Library	9015 Grand Avenue	N Richland Hills	76180
41	River Oaks Annex Old Library Building	4900 River Oaks Boulevard	River Oaks	76114
42	Eagle Mountain-Saginaw ISD, Building 6 Building (Edificio) (Căn số) 6 – Training Room (Sala de entrenamiento) (Phòng Tập Luyện)	1200 N Old Decatur Road	Saginaw	76179
43	Southlake Town Hall	1400 Main Street	Southlake	76092

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

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

Applications for a Ballot by Mail must be submitted between January 1, 2021 and April 20, 2021 by mail, fax or email to:
Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de Enero de 2021 y 20 de Abril de 2021 por correo, fax o por correo electrónico a:
Nota: efectivo el 1 de Diciembre de 2017 - Si una solicitud de boleta por correo se envía por fax o por correo electrónico la solicitud original también debe ser enviada por correo y recibida por el Secretario de Votación Anticipada no más tarde del cuarto día hábil después de recibir la copia enviada por fax o por correo electrónico.)

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2021 và Ngày 20 Tháng 4, Năm 2021 bằng thư, fax hoặc email đến:
Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu bầu qua thư được gửi bằng fax hoặc e-mail, đơn xin bản gốc cũng phải được gửi bằng thư đến và nhận bởi Thư Ký Phụ Trách Bỏ Phiếu Sớm không muộn hơn ngày làm việc thứ tư kể từ ngày nhận được bản sao từ fax hoặc e-mail.)

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

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-023

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING ORDINANCE 2021-014, WHICH AMENDED ORDINANCE 2021-006, CALLING FOR A SPECIAL ELECTION TO VOTE ON THE ADOPTION OF A LOCAL SALES AND USE TAX IN THE CITY OF WATAUGA AT THE RATE OF 1.25%, ACCORDANCE WITH TEXAS TAX CODE SECTION 327.007; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE

WHEREAS, a special election was held in the City of Watauga, Texas (the “City”) on May 12, 2012, wherein the voters of the City approved the decrease of the sales and use tax in the City for the benefit of its Parks Development Corporation to one-fourth of one percent, and adopted a local sales and use tax in the City at the rate of one-fourth of one percent to provide for maintenance and repair of municipal streets; and

WHEREAS, the City Council of the City hereby finds and determines that an election should be held to determine whether the City Council shall be reauthorized to levy and collect a sales and use tax within the City under the provisions of Chapter 327, as amended, Texas Tax Code (the “Act”) to continue providing revenue for the maintenance and repair of municipal streets; and

WHEREAS, on November 3, 2020, a measure to reallocate one-quarter (1/4) of one percent of local sales and use tax by abolishing the one-fourth of one percent sales tax rate for maintenance and repair of municipal streets and increasing the Type B sales tax rate by one-fourth of one percent failed; and

WHEREAS, in accordance with the requirements of the Act, the combined rate of all local sales and use taxes imposed by the City and other political subdivisions having territory in the City will not exceed two percent (2%); and

WHEREAS, the City Council hereby finds and determines that the holding of this special election on the date set forth below, a uniform election date, is in the public interest.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Watauga, Texas that:

I.

The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

An election shall be held on the 1st day of May, 2021, a uniform election date, in the City of Watauga, Texas, which date is not less than sixty-two (62) days from the date of the adoption of this Ordinance, for the purpose of submitting a proposition to the qualified voters of the City regarding allocation of the sales and use tax of one-quarter (1/4) of one percent (1%) for general purposes.

The polling places for voting on election day for election precincts, shall be the election day voting locations including Watauga City Hall Lobby, 7105 Whitley Rd, Watauga, Texas, designated by the Tarrant County Elections Administrator as may be active on election day, May 1, 2021, from 7:00 a.m. until 7:00 p.m. Voting Locations may be modified to include additional or different election day locations designated by the Tarrant County Elections Administrator.

Additional voting locations were designated by the Tarrant County Elections Administrator and are attached to this ordinance and incorporated by reference as **Exhibit "A"**. Additional or different voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement. Voting locations and times can also be located on the website:

<https://www.tarrantcounty.com/en/elections/Upcoming-Election-Information>

III.

The official ballot shall be prepared in accordance with the Texas Election Code, as amended, to permit electors to vote "FOR" or "AGAINST" the proposition which shall appear on the ballot substantially as follows:

"ADOPTION OF A LOCAL SALES AND USE TAX IN THE CITY OF WATAUGA AT THE RATE OF 1.25%."

IV.

All resident qualified electors of the City shall be permitted to vote at the election and on the day of the election, such electors shall vote at the Tarrant County, Texas designated polling place(s). The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and Chapter 327, as amended, and as may be required by any other law. All election materials and proceedings shall be printed in both English and Spanish. The reauthorized sales and use tax shall expire, unless reauthorized, as provided in the provisions of Section 327.007, as amended, Texas Tax Code.

V.

Days and hours for Early Voting by Personal Appearance shall be as follows:

April 19-23, 2021	Monday – Friday	8:00 a.m. - 5:00 p.m.
April 24, 2021	Saturday	7:00 a.m. - 7:00 p.m.
April 25, 2021	Sunday	11:00 a.m. - 4:00 p.m.
April 26-27, 2021	Monday-Tuesday	7:00 a.m. - 7:00 p.m.

This schedule may be modified to include additional or different early voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement.

VI.

A substantial copy of this Ordinance shall serve as proper notice of the election. Such notice, including a Spanish translation thereof, shall be posted not later than the 21st day before the election on the bulletin board used for posting notices of meetings of the City Council and shall also be published at least once not earlier than the 30th day nor later than the 10th day before the election in a newspaper of general circulation in the City.

VII.

The Tarrant County Elections Administrator is hereby appointed as the Early Voting Clerk. Applications for ballot by mail must be received by mail no later than the close of business April 20, 2021 (Mailing Address: P.O. Box 961011, Fort Worth, Texas, 76161-0011; Attention: Tarrant County Elections Administrator, Early Voting Clerk).

VIII.

Early Voting by personal appearance shall be conducted at the Tarrant County Main Early Voting location: 2700 Premier Street, Fort Worth, Texas 76111 and Summerghlen Branch Library, Fort Worth, Texas 76137, as well as other offices established by Tarrant County.

Additional early voting locations have been designated by the Tarrant County Elections Administrator and are attached to this ordinance and incorporated by reference as **Exhibit “B”**. Additional or different voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement. Voting locations and times can also be located on the website:

<https://www.tarrantcounty.com/en/elections/Upcoming-Election-Information>

IX.

The City Secretary of the City of Watauga, Texas is authorized to enter into a contract with the Tarrant County Elections Administrator to conduct the election ordered herein and committing to pay the fee charged by the Tarrant County Elections Administrator for such services. The City Secretary is further authorized to enter into a contract for the conduct of a joint election with other governmental entities in Tarrant County, Texas.

X.

This Ordinance shall be and is hereby cumulative of all other Ordinances of the City of Watauga, Texas, and this Ordinance shall not operate to repeal or affect any such other Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event, such conflicting provisions, if any, in such other Ordinance or Ordinances are hereby repealed.

XI.

If any section, subsection, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

XII.

This Ordinance shall become effective and shall be in full force and effect from and after the date of its passage and adoption by the City Council of the City of Watauga, Texas, and it is so ordained.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 12th day of April 2021.

APPROVED:

ARTUR L. MINER, MAYOR

ATTEST:

ANDREA GARDNER, TRMC
CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

GEORGE E. HYDE, CITY ATTORNEY
RUSSELL RODRIGUEZ HYDE BULLOCK, LLP



AGENDA MEMORANDUM

DATE: March 26, 2021

TO: Honorable City Council Members

FROM: George Hyde, Legal

SUBJECT: Discuss and consider action to approve an Ordinance by the City Council of the City of Watauga, Texas amending ordinance 2021-015, which amended ordinance 2021-011 calling for a Special Election to be held in said city on the 1st day of May 2021, for the election to fill a vacancy that exists in the unexpired term of City Council Member Place 1; providing for a joint election agreement with Tarrant County; setting the date, place and time of said election; and other provisions otherwise incidental to such ordinance in accordance with the Texas Election Laws and Articles III And IV of the City of Watauga Home Rule Charter; providing that all ordinances in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause, providing an effective date

BACKGROUND/INFORMATION:

On February 8, 2021, the City Council approved Ordinance No. 2021-011 ordering the election. At the time of approval, the City Manager informed the Council that the order would require a revision after the Early Voting schedule and locations were finalized. Due to election law deadlines (Section 3.005) not coinciding with Tarrant County Elections finalizing the early voting schedule and locations, the order must be amended,

On March 8, 2021, the City Council approved Ordinance No. 2021-015 amending the election order to include the final EV schedule and locations. On March 22, 2021, the Tarrant County Elections Administrator provided the Election Day voting locations list. Per State Law, the ordinance must be amended to reflect updates and changes to either the Early Voting and Election Day schedule and locations. The new schedules received from Tarrant County were posted on the City's website and official bulletin board on March 22, 2021.

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:



AGENDA MEMORANDUM

City staff respectfully recommends City Council approve Ordinance No. 2021-022 ordering a special election for the purposes of filling a vacancy on the Watauga City Council.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Joint_contract_entities 0521 - 20210322 - FINAL (002)
2. ATTACHMENT A 2021
3. ATTACHMENT B 2021
4. Ord. amending ordinance calling Special Election to Fill a Vacancy on Council - Place 1 Apr 12 2021 (1) (1)

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Raquel Guajardo, Deputy City Secretary

Approved as to form for inclusion on Agenda

Approved - 4/6/2021

Approved - 4/9/2021

Approved - 4/9/2021

Final Approval - 4/9/2021

THE STATE OF TEXAS

COUNTY OF TARRANT

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

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

ARLINGTON ISD	CITY OF ROANOKE
AZLE ISD	CITY OF SAGINAW
BIRDVILLE ISD	CITY OF SANSOM PARK
CARROLL ISD	CITY OF SOUTHLAKE
CASTLEBERRY ISD	CITY OF WATAUGA
CITY OF ARLINGTON	CITY OF WESTWORTH VILLAGE
CITY OF AZLE	CROWLEY ISD
CITY OF BEDFORD	EAGLE MOUNTAIN-SAGINAW ISD
CITY OF BENBROOK	EVERMAN ISD
CITY OF BLUE MOUND	FORT WORTH ISD
CITY OF COLLEYVILLE	GODLEY ISD
CITY OF EULESS	GRAPEVINE-COLLEYVILLE ISD
CITY OF EVERMAN	HURST-EULESS-BEDFORD ISD
CITY OF FORT WORTH	KELLER ISD
CITY OF GRAND PRAIRIE	KENNEDALE ISD
CITY OF GRAPEVINE	LEWISVILLE ISD
CITY OF HALTOM CITY	MANSFIELD ISD
CITY OF HASLET	NORTHWEST ISD
CITY OF HURST	TARRANT REGIONAL WATER DISTRICT
CITY OF KELLER	TOWN OF EDGECLIFF VILLAGE
CITY OF KENNEDALE	TOWN OF FLOWER MOUND
CITY OF LAKE WORTH	TOWN OF LAKESIDE
CITY OF MANSFIELD	TOWN OF PANTEGO
CITY OF NORTH RICHLAND HILLS	TOWN OF WESTLAKE
CITY OF PELICAN BAY	TARRANT COUNTY
CITY OF RICHLAND HILLS	FOREST HILL LIBRARY DISTRICT
CITY OF RIVER OAKS	TARRANT COUNTY COLLEGE

The Tarrant County Elections Administrator and the political subdivisions mentioned above may be collectively referred to as "Parties" or "Party".

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 – 271.004, if applicable, and Texas Education Code Section 11.0581 for a joint May 1, 2021 election to be administered by the undersigned Tarrant County Elections Administrator, hereinafter referred to as "Elections Administrator." This term includes the Assistant Elections Administrator in the Elections Administrator's absence or disability.

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 1, 2021. If a run-off election or a repeat election is necessary because of legal action, the date of that election will be June 5, 2021.

The County owns an electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions, also known interchangeably as “Entities” or “participating authorities”, desire to use the County’s electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended. The entity desires to contract for the voting system as described, in tandem with the County’s elections services through the Elections Administrator’s office, and to compensate the County for such use and to share in other expenses connected with joint elections in accordance with the applicable provisions of law and of this contract.

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

I. ADMINISTRATION

The Parties agree to hold a “Joint Election” with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Tarrant County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Tarrant County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this Agreement. The Tarrant County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary. Legal advice to or legal representation of the Entities/political subdivisions/participating authorities by the Election Administrator’s office or lawyers who advise or represent the Election Administrator is not included herewith; each Entity should consult with its own counsel for any legal issues that arise, or with the Texas Secretary of State, as appropriate.

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

Each participating authority agrees to adopt the adopt the Verity Voting System v. 2.4, from HART InterCivic, as the Voting System for this election, so that it may be used, in accordance with the terms and conditions specified in the certification order issued by the Texas Secretary Of State, for all forms of voting, including election day voting at polling locations, early voting in person, early voting by mail, and provisional voting.

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

II. LEGAL DOCUMENTS

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

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

III. VOTING LOCATIONS

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

If polling places for the May 1, 2021 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 1, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 1, 2021 election. This notice shall be written in both the English, Spanish, and Vietnamese languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

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

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

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

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

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

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

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

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

VI. EARLY VOTING

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

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

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

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

VII. EARLY VOTING BALLOT BOARD AND SIGNATURE VERIFICATION COMMITTEE

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

members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

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

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

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

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE TARRANT COUNTY

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

X. RUNOFF ELECTIONS

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

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

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 1, 2021 election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be June 5, 2021.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per Election Day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

Costs for Voting by Personal Appearance shall be allocated based upon the actual costs associated with each voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the voting sites located within their jurisdiction. Participating authorities that do not have a voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by Mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Tarrant County, and that do not have an Election Day polling place or early voting site within their jurisdiction shall pay a flat fee of \$400 for election expenses.

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

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

Cost schedule and invoicing.

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

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

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

XII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. Each participating authority agrees to pay the Tarrant County Elections Administrator a deposit of approximately 75% of

this estimated obligation within fifteen (15) days after execution of this Agreement. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 1, 2021 election (or runoff election, if applicable), and if the amount of an authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within thirty (30) days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within thirty (30) days after the final costs are calculated.

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

Political Subdivision	Actual # Polls	Billed # Polls	Estimated Cost	Deposit Due
ARLINGTON ISD	31	8.04	\$ 45,337.16	\$ 34,010.00
AZLE ISD	4	1.00	\$ 5,746.24	\$ 4,310.00
BIRDVILLE ISD	6	2.00	\$ 18,080.67	\$ 13,570.00
CARROLL ISD	3	0.75	\$ 5,066.97	\$ 3,810.00
CASTLEBERRY ISD	3	0.65	\$ 3,700.44	\$ 2,780.00
CITY OF ARLINGTON	31	7.65	\$ 42,926.33	\$ 32,200.00
CITY OF AZLE	2	0.58	\$ 4,377.48	\$ 3,290.00
CITY OF BEDFORD	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF BENBROOK	1	0.50	\$ 7,288.56	\$ 5,470.00
CITY OF BLUE MOUND	1	0.20	\$ 3,328.67	\$ 2,500.00
CITY OF COLLEYVILLE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF EULESS	3	0.75	\$ 6,089.38	\$ 4,570.00
CITY OF EVERMAN	1	0.25	\$ 3,403.65	\$ 2,560.00
CITY OF FORT WORTH	114	31.47	\$ 149,938.54	\$ 112,460.00
CITY OF GRAND PRAIRIE	4	1.08	\$ 7,181.45	\$ 5,390.00
CITY OF GRAPEVINE	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HALTOM CITY	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF HASLET	1	0.25	\$ 6,326.50	\$ 4,750.00
CITY OF HURST	1	0.33	\$ 4,881.04	\$ 3,670.00
CITY OF KELLER	3	1.00	\$ 7,098.18	\$ 5,330.00
CITY OF KENNEDALE	2	0.27	\$ 4,473.56	\$ 3,360.00
CITY OF LAKE WORTH	2	0.37	\$ 6,593.04	\$ 4,950.00
CITY OF MANSFIELD	6	1.35	\$ 9,926.49	\$ 7,450.00
CITY OF NORTH RICHLAND HILLS	3	1.08	\$ 11,195.00	\$ 8,400.00
CITY OF PELICAN BAY	1	0.25	\$ 3,389.90	\$ 2,550.00
CITY OF RICHLAND HILLS	1	0.33	\$ 4,811.37	\$ 3,610.00
CITY OF RIVER OAKS	2	0.45	\$ 3,107.90	\$ 2,340.00
CITY OF ROANOKE	0	0.00	\$ 400.00	\$ 300.00
CITY OF SAGINAW	4	0.90	\$ 5,773.27	\$ 4,330.00
CITY OF SANSOM PARK	1	0.20	\$ 2,320.19	\$ 1,750.00
CITY OF SOUTHLAKE	2	0.50	\$ 4,326.29	\$ 3,250.00
CITY OF WATAUGA	2	0.75	\$ 4,963.39	\$ 3,730.00
CITY OF WESTWORTH VILLAGE	1	0.33	\$ 2,905.89	\$ 2,180.00
CROWLEY ISD	11	2.71	\$ 18,013.87	\$ 13,520.00
EAGLE MOUNTAIN-SAGINAW ISD	8	1.80	\$ 8,975.97	\$ 6,740.00
EVERMAN ISD	7	1.50	\$ 7,595.01	\$ 5,700.00
FORT WORTH ISD	94	26.48	\$ 104,347.52	\$ 78,270.00
GODLEY ISD	0	0.00	\$ 400.00	\$ 300.00
GRAPEVINE-COLLEYVILLE ISD	3	0.83	\$ 10,189.86	\$ 7,650.00

HURST-EULESS-BEDFORD ISD	6	1.67	\$ 16,416.59	\$ 12,320.00
KELLER ISD	11	3.28	\$ 22,559.92	\$ 16,920.00
KENNEDALE ISD	2	0.27	\$ 4,473.56	\$ 3,360.00
LEWISVILLE ISD	0	0.00	\$ 400.00	\$ 300.00
MANSFIELD ISD	12	2.64	\$ 16,631.55	\$ 12,480.00
NORTHWEST ISD	6	1.70	\$ 10,660.76	\$ 8,000.00
TARRANT REGIONAL WATER DISTRICT	115	31.60	\$ 149,306.12	\$ 111,980.00
TOWN OF EDGECLIFF VILLAGE	1	0.17	\$ 2,715.28	\$ 2,040.00
TOWN OF FLOWER MOUND	0	0.00	\$ 400.00	\$ 300.00
TOWN OF LAKESIDE	1	0.17	\$ 5,823.40	\$ 4,370.00
TOWN OF PANTEGO	1	0.25	\$ 3,042.93	\$ 2,290.00
TOWN OF WESTLAKE	3	0.62	\$ 4,502.18	\$ 3,380.00
TARRANT COUNTY	48	11.81	\$ 83,652.70	\$ 62,740.00
FOREST HILL LIBRARY DISTRICT	1	0.33	\$ 3,997.96	\$ 3,000.00
TARRANT COUNTY COLLEGE	93	23.54	\$ 156,093.91	\$ 117,080.00
TOTALS	663	176	\$1,034,611.14	\$ 776,230.00

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

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

XIV. RECORDS OF THE ELECTION

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

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

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

XV. RECOUNTS

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

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

XVI. MISCELLANEOUS PROVISIONS

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

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

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

The Elections Administrator:

Heider Garcia
Elections Administrator

Date _____

The State of Texas §
County of Tarrant §

Before me, the undersigned authority, on this day personally appeared Heider Garcia, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed. Given under my hand and seal of office on this the _____ day of _____, 20__.

(Seal)

Signature of Notary

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Myrtice and Curtis Larson Elementary School	Library	2620 Avenue K	Grand Prairie, TX 75050
Asia Times Square	Hallway in Front of Suite 820	2625 West Pioneer Parkway	Grand Prairie, TX 75051
James Starrett Elementary School	Main Hallway	2675 Fairmont Drive	Grand Prairie, TX 75052
Anna May Daulton Elementary School	Cafeteria	2607 North Grand Peninsula Drive	Grand Prairie, TX 75054
Kenneth Davis Elementary School	Cafeteria	900 Eden Road	Arlington, TX 76001
R. F. Patterson Elementary School	Lobby	6621 Kelly Elliott Road	Arlington, TX 76001
Janet Brockett Elementary School	Cafeteria	810 Dove Meadows Drive	Arlington, TX 76002
MISD Student Nutrition Department	Foyer	1151 Mansfield Webb Road	Arlington, TX 76002
Dora E. Nichols Junior High School	Gym B	2201 Ascension Boulevard	Arlington, TX 76006
Elzie Odom Athletic Center	Upstairs Hallway	1601 Northeast Green Oaks Boulevard	Arlington, TX 76006
Sherrod Elementary School	Gym	2626 Lincoln Drive	Arlington, TX 76006
Arlington ISD Dan Dipert Career & Technical Center	Rooms B-102.00 & B-103.00	2101 Browning Drive	Arlington, TX 76010
Meadowbrook Recreation Center	Large Meeting Room	1400 Dugan Street	Arlington, TX 76010
Tarrant County Sub-Courthouse in Arlington	1st Floor Conference Room	700 East Abram Street	Arlington, TX 76010
John Webb Elementary School	In Front of Library	1200 North Cooper Street	Arlington, TX 76011
Berta May Pope Elementary School	Gym - In Back of Main Building	901 Chestnut Drive	Arlington, TX 76012
Lamar High School	Room 1109	1400 West Lamar Boulevard	Arlington, TX 76012
Bailey Junior High School	North Gym	2411 Winewood Lane	Arlington, TX 76013
C. C. Duff Elementary School	Front Door Main Hallway	3100 Lynnwood Drive	Arlington, TX 76013
South Davis Elementary School	Hallway Near Library	2001 South Davis Drive	Arlington, TX 76013
Town of Pantego Council Chambers	Council Chambers	1614 South Bowen Road	Pantego, TX 76013
Atherton Elementary School	Stem Lab	2101 Overbrook Drive	Arlington, TX 76014
Bob Duncan Center	Music Room	2800 South Center Street	Arlington, TX 76014
Advent Lutheran Church	Luther Hall	3232 South Cooper Street	Arlington, TX 76015
Charles W. Young Junior High School	North Gym	3200 Woodside Drive	Arlington, TX 76016
Miller Elementary School	Room 102	6401 West Pleasant Ridge Road	Arlington, TX 76016
Ruth Ditto Elementary School	Cafeteria	3001 Quail Lane	Arlington, TX 76016
Dalworthington Gardens City Hall	Annex Building	2600 Roosevelt Drive	Dalworthington Gardens, TX 76016
City of Arlington South Service Center	Training Room	1100 Southwest Green Oaks Boulevard	Arlington, TX 76017

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Corey Academy	Cafeteria	5200 Kelly Elliott Road	Arlington, TX 76017
Truett Boles Junior High School	Gym A	3900 Southwest Green Oaks Boulevard	Arlington, TX 76017
Ferguson Education Center	Lobby or Cafetorium	600 Southeast Green Oaks Boulevard	Arlington, TX 76018
Fitzgerald Elementary School	Lobby	5201 Creek Valley Drive	Arlington, TX 76018
L. R. Bebensee Elementary School	Lobby	5900 Inks Lake Drive	Arlington, TX 76018
B. J. Clark Building	Senior Center	601 Southeast Parkway	Azle, TX 76020
Pelican Bay City Hall	Council Room	1300 Pelican Circle	Pelican Bay, TX 76020
Pat May Center	Rooms D2 & D3	1849-B Central Drive	Bedford, TX 76022
Precinct One Garage	Large Meeting Room	800 East Rendon Crowley Road	Burleson, TX 76028
Tarver Rendon Elementary School	Front Foyer	6065 Retta Mansfield Road	Burleson, TX 76028
Colleyville City Hall	2nd Floor Training Room	100 Main Street	Colleyville, TX 76034
Crowley 9th Grade Campus	Library	1016 FM 1187	Crowley, TX 76036
Eules Family Life Senior Center	Arts & Crafts Room	300 West Midway Drive	Eules, TX 76039
St. John Missionary Baptist Church	Family Life Center	3324 House Anderson Road	Eules, TX 76040
The REC of Grapevine	Hallway on Senior Side/Outside of Stewart Hall	1175 Municipal Way	Grapevine, TX 76051
Former Haslet Elementary School	Library	501 School House Road	Haslet, TX 76052
Sendera Ranch Elementary School	Gym	1216 Diamondback Lane	Haslet, TX 76052
Brookside Center	Main Room	1244 Brookside Drive	Hurst, TX 76053
Kennedale Community Center	Community Center	316 West 3rd Street	Kennedale, TX 76060
Donna Shepard Leadership Academy	Gym 1	1280 FM Road 1187	Mansfield, TX 76063
J. L. Boren Elementary School	Library	1401 Country Club Drive	Mansfield, TX 76063
Mansfield Sub-Courthouse	First Floor Conference Room	1100 East Broad Street	Mansfield, TX 76063
Vernon Newsom Stadium	Lou Spiegel Community Room	3700 East Broad Street	Mansfield, TX 76063
Southlake Town Hall	3rd Floor Training Rooms A,B,C,D	1400 Main Street	Southlake, TX 76092
Greenway Church	Lobby & Hallway	1816 Delga Street	Fort Worth, TX 76102
Tarrant County Plaza Building	Early Voting Room 3rd Floor	201 Burnett Street	Fort Worth, TX 76102
Trinity Terrace	Chisholm Room	1600 Texas Street	Fort Worth, TX 76102
Christ Cathedral Church	Event Center or Café Area	3201 Purington Avenue	Fort Worth, TX 76103
Meadowbrook Elementary School	Cafeteria	4330 Meadowbrook Drive	Fort Worth, TX 76103

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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Sagamore Hill Elementary School	Hallway	701 South Hughes Avenue	Fort Worth, TX 76103
Carroll Peak Elementary School	Cafeteria	1201 East Jefferson Avenue	Fort Worth, TX 76104
Community Christian Church Education Building	Cafeteria/Conference Room	1720 Vickery Boulevard East	Fort Worth, TX 76104
De Zavala Elementary School	Hallway, Northeast Side	1419 College Avenue	Fort Worth, TX 76104
Morningside Elementary School	Auditorium	2601 Evans Avenue	Fort Worth, TX 76104
Southside Community Center	Hazel B Room	959 East Rosedale Street	Fort Worth, TX 76104
Van Zandt-Guinn Elementary School	Cafeteria	600 Kentucky Avenue	Fort Worth, TX 76104
Brighter Outlook Center	Gym	4910 Dunbar Street	Fort Worth, TX 76105
D. McRae Elementary School	Science Lab West Wing	3316 Avenue N	Fort Worth, TX 76105
S. S. Dillow Elementary School	Auditorium	4000 Avenue N	Fort Worth, TX 76105
Sycamore Recreation Center	Multi-Purpose Room	2525 East Rosedale Street	Fort Worth, TX 76105
William M. McDonald YMCA	Studio A	2701 Moresby Street	Fort Worth, TX 76105
Diamond Hill Community Center	Multi-Purpose Room	1701 Northeast 36th Street	Fort Worth, TX 76106
Diamond Hill/Jarvis Branch Library	Meeting Room	1300 Northeast 35th Street	Fort Worth, TX 76106
Iglesia Palabra de Amor	Dining Hall	3402 Northwest 28th Street	Fort Worth, TX 76106
Jo Kelly School	Gym	201 North Bailey Avenue	Fort Worth, TX 76107
JPS Health Center Viola M. Pitts/Como	Lower Level, Suite 100	4701 Bryant Irvin Road North, Lower Level, Suite 1	Fort Worth, TX 76107
Middle Level Learning Center	Gym	3813 Valentine Street	Fort Worth, TX 76107
North Hi Mount Elementary School	Gym	3801 West 7th Street	Fort Worth, TX 76107
Westover Hills Town Hall	Town Hall	5824 Merrymount Road	Westover Hills, TX 76107
G.I.F.T. Ministries	The Sanctuary	300 Expedition Drive	Fort Worth, TX 76108
McLean 6th Grade School	Auditorium	3201 South Hills Avenue	Fort Worth, TX 76109
Southcliff Baptist Church	Main Concourse	4100 Southwest Loop 820	Fort Worth, TX 76109
Southwest Regional Library	Meeting Room	4001 Library Lane	Fort Worth, TX 76109
St. Stephen Presbyterian Church	Parish Hall	2700 McPherson Avenue	Fort Worth, TX 76109
Tanglewood Elementary School	Cafeteria	3060 Overton Park Drive West	Fort Worth, TX 76109
E. M. Daggett Elementary School	Gym	958 Page Avenue	Fort Worth, TX 76110
George C. Clarke Elementary School	Cafeteria	3300 South Henderson Street	Fort Worth, TX 76110
Lily B. Clayton Elementary School	Cafeteria	2000 Park Place Avenue	Fort Worth, TX 76110

Joint General and Special Elections - May 1, 2021
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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
R. L. Paschal High School	Gus Bates Center	2911 Forest Park Boulevard	Fort Worth, TX 76110
Richard J. Wilson Elementary School	Gym	900 West Fogg Street	Fort Worth, TX 76110
Southside Church of Christ	Front Foyer	2101 Hemphill Street	Fort Worth, TX 76110
Worth Heights Community Center	Activity Room 4	3551 New York Avenue	Fort Worth, TX 76110
Worth Heights Elementary School	Cafeteria	519 East Butler Street	Fort Worth, TX 76110
Andrew "Doc" Session Community Center	Large Activity Room	201 South Sylvania Avenue	Fort Worth, TX 76111
Knights of Columbus	Main Hall	3809 Yucca Avenue	Fort Worth, TX 76111
Mercy Culture Church	Meeting Area	1701 Oakhurst Scenic Drive	Fort Worth, TX 76111
Riverside Applied Learning Center	Library	3600 Fossil Drive	Fort Worth, TX 76111
Riverside Community Center	Large Meeting Room/Center Gym	3700 East Belknap Street	Fort Worth, TX 76111
Versia L. Williams Elementary School	Library	901 Baurline Street	Fort Worth, TX 76111
Atwood McDonald Elementary School	Gym	1850 Barron Lane	Fort Worth, TX 76112
East Regional Library	Meeting Room	6301 Bridge Street	Fort Worth, TX 76112
Eastern Hills High School	Front Foyer Lobby	5701 Shelton Street	Fort Worth, TX 76112
First Jefferson Unitarian Universalist Church	Fellowship Hall (Coleman Hall)	1959 Sandy Lane	Fort Worth, TX 76112
Handley-Meadowbrook Community Center	Multi-Purpose # 2	6201 Beaty Street	Fort Worth, TX 76112
Martin Luther King Community Center	Gym	5565 Truman Drive	Fort Worth, TX 76112
Paul Laurence Dunbar High School	Drum Percussion Room	5700 Ramey Avenue	Fort Worth, TX 76112
St. Matthew United Methodist Church	Fellowship Hall	2414 Hitson Lane	Fort Worth, TX 76112
River Oaks Annex	Lobby	4900 River Oaks Boulevard	River Oaks, TX 76114
River Oaks United Methodist Church	Fellowship Hall	4800 Ohio Garden Road	River Oaks, TX 76114
Sansom Park City Hall	Council Chambers	5705 Azle Avenue	Sansom Park, TX 76114
Westworth Village City Hall	Community Room	311 Burton Hill Road	Westworth Village, TX 76114
Carter Park Elementary School	Auditorium	1204 East Broadus Avenue	Fort Worth, TX 76115
El Buen Pastor Baptist Church	North Building	4800 Merida Avenue	Fort Worth, TX 76115
Hubbard Heights Elementary School	Auditorium	1333 West Spurgeon Street	Fort Worth, TX 76115
James Avenue Service Center	Cafeteria	5001 James Avenue	Fort Worth, TX 76115
Agape Baptist Church	Faith Hall	3900 Southwest Boulevard	Fort Worth, TX 76116
Country Inn & Suites	Meeting Room	2730 South Cherry Lane	Fort Worth, TX 76116

Joint General and Special Elections - May 1, 2021
Elecciones Generales Conjuntas y Especiales - 1 de mayo de 2021
Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Faith Lutheran Church	Fellowship Hall	4551 Southwest Boulevard	Fort Worth, TX 76116
Harvest United Methodist Church	Fellowship Hall	6036 Locke Avenue	Fort Worth, TX 76116
R. D. Evans Community Center	Multi-Purpose Room	3242 Lackland Road	Fort Worth, TX 76116
Haltom City Northeast Center	Classroom E - Northwest Corner of Building	3201 Friendly Lane	Haltom City, TX 76117
First Baptist Hurst at the Trails	Lobby or Gym	9208 Trammel Davis Road	Fort Worth, TX 76118
Richland Hills City Hall	Council Chambers	3200 Diana Drive	Richland Hills, TX 76118
A. M. Pate Elementary School	Front Foyer In Front of Auditorium	3800 Anglin Drive	Fort Worth, TX 76119
Beth Eden Missionary Baptist Church	Gym	3208 Wilbarger Street	Fort Worth, TX 76119
Bradley Center	Main Room	2601 Timberline Drive	Fort Worth, TX 76119
Glen Park Elementary School	Gym	3601 Pecos Street	Fort Worth, TX 76119
Griffin-Poly Sub-Courthouse	Early Voting Room	3212 Miller Avenue	Fort Worth, TX 76119
Sunrise-McMillian Elementary School	Gym	3409 Stalcup Road	Fort Worth, TX 76119
W. M. Green Elementary School	Gym	4612 David Strickland Road	Fort Worth, TX 76119
Central Bible Church - The Connection	Lobby	8200 Anderson Boulevard	Fort Worth, TX 76120
Meadowcreek Elementary School	Gym	2801 Country Creek Lane	Fort Worth, TX 76123
Benbrook Community Center	Main Room	228 San Angelo Avenue	Benbrook, TX 76126
Blue Mound City Hall	Council Chambers	301 South Blue Mound Road	Blue Mound, TX 76131
Northbrook Elementary School	Gym Hall	2500 Cantrell Sansom Road	Fort Worth, TX 76131
Sonny and Allegra Nance Elementary School	Cafeteria	701 Tierra Vista Way	Fort Worth, TX 76131
Oakmont Elementary School	Cafeteria	6651 Oakmont Trail	Fort Worth, TX 76132
St. Peter's Antiochian Orthodox Church	Booth Hall	7601 Bellaire Drive South	Fort Worth, TX 76132
Bruce Shulkey Elementary School	Auditorium	5533 Whitman Avenue	Fort Worth, TX 76133
Fort Worth Education Association	Lobby	6021 Westcreek Drive	Fort Worth, TX 76133
Genesis United Methodist Church	Hallway	7635 South Hulen Street	Fort Worth, TX 76133
Southwest Sub-Courthouse	Voting & Conference Center	6551 Granbury Road	Fort Worth, TX 76133
St. Matthew's Lutheran Church	Fellowship Hall	5709 Wedgwood Drive	Fort Worth, TX 76133
Trinity Cumberland Presbyterian Church	Front Lobby	7120 West Cleburne Road	Fort Worth, TX 76133
Westminster Presbyterian Church	The Social Hall	7001 Trail Lake Drive	Fort Worth, TX 76133
Edgecliff Village Community Center	Community Center	1605 Edgecliff Road	Edgecliff Village, TX 76134

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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Greenbriar Elementary School	Cafeteria	1605 Grady Lee Street	Fort Worth, TX 76134
Highland Hills Community Center	Multi-Purpose Room	1600 Glasgow Road	Fort Worth, TX 76134
New Hope Fellowship	Fellowship Room	6410 South Freeway	Fort Worth, TX 76134
Parkway Elementary School	Cafeteria	1320 West Everman Parkway	Fort Worth, TX 76134
St. Luke Cumberland Presbyterian Church	Family Life Center	1404 Sycamore School Road	Fort Worth, TX 76134
Lake Patrol Headquarters	Main Lobby	7501 Surfside Drive	Fort Worth, TX 76135
Sheriff's Office North Patrol Division	106-Community Room	6651 Lake Worth Boulevard	Lake Worth, TX 76135
Bluebonnet Elementary School	Gym	7000 Teal Drive	Fort Worth, TX 76137
Hillwood Middle School	Gym Foyer	8250 Parkwood Hill Boulevard	Fort Worth, TX 76137
Summerglen Branch Library	Meeting Room	4205 Basswood Boulevard	Fort Worth, TX 76137
Jefferson Davis 9th Grade Center	Yarbrough Commons area	615 Townley Drive	Everman, TX 76140
Forest Hill Civic & Convention Center	Room 101	6901 Wichita Street	Forest Hill, TX 76140
Watauga City Hall	Lobby	7105 Whitley Road	Watauga, TX 76148
Candlewood Suites Hotel	Blue Meeting Room	4200 Reggis Court	Fort Worth, TX 76155
All Saints Catholic Church Parish Hall	Main Parish Hall	200 NW 20th Street	Fort Worth, TX 76164
J. P. Elder Middle School	Library	709 Northwest 21st Street	Fort Worth, TX 76164
M. G. Ellis Early Childhood School	Gym	215 Northeast 14th Street	Fort Worth, TX 76164
Eagle Mountain-Saginaw ISD, Building 6	Training Room	1200 North Old Decatur Road	Fort Worth, TX 76179
Northwest Branch Library	Meeting Room	6228 Crystal Lake Drive	Fort Worth, TX 76179
Eagle Mountain Fire Hall 1	Truck Bays	9500 Live Oak Lane	Saginaw, TX 76179
John Ed Keeter Public Library	Back Area of Library	355 West McLeroy Boulevard	Saginaw, TX 76179
Dan Echols Center	Main Room	6801 Glenview Drive	North Richland Hills, TX 76180
Former Bursey Road Senior Adult Center	Main Room	7301 Bursey Road	North Richland Hills, TX 76180
North Richland Hills Public Library	Community Room	9015 Grand Avenue	North Richland Hills, TX 76180
Northpark YMCA	Room 103 Multi-Purpose 1	9100 North Beach Street	Fort Worth, TX 76244
Woodland Springs Elementary School	Lobby	12120 Woodland Springs Drive	Fort Worth, TX 76244
Bear Creek Intermediate School	Small Gym	801 Bear Creek Parkway	Keller, TX 76248
Shady Grove Elementary School	Gym	1400 Sarah Brooks Drive	Keller, TX 76248
John M. Tidwell Middle School	Room 1502 P.E. Gym	3937 Haslet-Roanoke Road	Roanoke, TX 76262

Joint General and Special Elections - May 1, 2021
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Kết Hợp Tổng Tuyển Cử và Bầu Cử Đặc Biệt Ngày - 1 Tháng 5, 2021

Countywide Polling Place <i>Lugar de Votación del Condado</i> <i>Địa Điểm Bỏ Phiếu Toàn Quận</i>	Voting Area <i>Área de votación</i> <i>Khu Vực Bỏ Phiếu</i>	Address <i>Dirección</i> <i>Địa Chỉ</i>	City and Zip <i>Ciudad y Código</i> <i>Thành Phố và Mã Bưu Điện</i>
Trophy Club Town Hall	Room 305 Training/EOC	1 Trophy Wood Drive	Trophy Club, TX 76262
Town of Westlake	Room 7100 Council Chambers/Court Room	1500 Solana Boulevard, Building 7, Suite 7100	Westlake, TX 76262

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

MAY 1, 2021
(1 DE MAYO DE 2021)
(NGÀY 1 THÁNG 5, NĂM 2021)

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

This schedule of early voting locations, dates and times applies to voters in the following cities, towns, schools, library, and water districts: (Este horario de casetas de votación adelantada, sus fechas y tiempos aplican a los votantes en las siguientes ciudades, pueblos, escuelas, bibliotecas y distritos de la agua) (Đây là lịch trình của những địa điểm, ngày tháng và thời gian cho bầu cử sớm áp dụng cho các cử tri ở trong những điều sau đây: các thành phố, thị xã, trường học, thư viện và cơ quan thủy cục): Arlington, Azle, Bedford, Benbrook, Blue Mound, Colleyville, Edgecliff Village, Euless, Everman, Flower Mound, Fort Worth, Grand Prairie, Grapevine, Haltom City, Haslet, Hurst, Keller, Kennedale, Lakeside, Lake Worth, Mansfield, North Richland Hills, Pantego, Pelican Bay, Richland Hills, River Oaks, Roanoke, Saginaw, Sansom Park, Southlake, Watauga, Westlake, Westworth Village, Arlington ISD, Azle ISD, Birdville ISD, Carroll ISD, Castleberry ISD, Crowley ISD, Eagle Mountain-Saginaw ISD, Everman ISD, Fort Worth ISD, Godley ISD, Grapevine-Colleyville ISD, Hurst-Euless-Bedford ISD, Keller ISD, Kennedale ISD, Lewisville ISD, Mansfield ISD, Northwest ISD, Tarrant County College District, Tarrant Regional Water District, Forest Hill Library District and Congressional District 6.

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

April (Abril) (Tháng Tư) 19 - 23	Monday - Friday (Lunes – Viernes) (Thứ Hai – Thứ Sáu)	8:00 a.m. – 5:00 p.m.
April (Abril) (Tháng Tư) 24	Saturday (Sábado) (Thứ Bảy)	7:00 a.m. – 7:00 p.m.
April (Abril) (Tháng Tư) 25	Sunday (Domingo) (Chủ Nhật)	11:00 a.m. – 4:00 p.m.
April (Abril) (Tháng Tư) 26 – 27	Monday – Tuesday (Lunes – Martes) (Thứ Hai – Thứ Ba)	7:00 a.m. – 7:00 p.m.

	Location (Ubicación) (Địa điểm)	Address (Dirección) (Địa chỉ)	City (Ciudad) (Thành phố)	Zip Code (Código postal) (Mã Bưu Điện)
1	Bob Duncan Center	2800 S Center Street	Arlington	76014
2	Elzie Odom Athletic Center	1601 NE Green Oaks Boulevard	Arlington	76006
3	Center for Community Service Junior League of Arlington	4002 W Pioneer Parkway	Arlington	76013
4	City of Arlington South Service Center	1100 SW Green Oaks Boulevard	Arlington	76017
5	Tarrant County Sub-Courthouse in Arlington	700 E Abram Street	Arlington	76010
6	Tarrant County College Southeast Campus EMB - Portable Building (edificio móvil) (Nhà Di Động) C	2100 Southeast Parkway	Arlington	76018
7	University of Texas at Arlington Maverick Activities Center	500 W Nedderman Drive	Arlington	76019
8	B. J. Clark Building	601 Southeast Parkway	Azle	76020
9	Bedford Public Library	2424 Forest Ridge Drive	Bedford	76021
10	Benbrook Community Center	228 San Angelo Avenue	Benbrook	76126
11	Colleyville City Hall	100 Main Street	Colleyville	76034
12	Crouch Event Center in Bicentennial Park	900 E Glendale Street	Crowley	76036
13	Euless Family Life Senior Center	300 W Midway Drive	Euless	76039
14	Forest Hill Civic & Convention Center	6901 Wichita Street	Forest Hill	76140
15	All Saints Catholic Church Parish Hall	200 NW 20 th Street	Fort Worth	76164
16	Diamond Hill/Jarvis Branch Library	1300 NE 35 th Street	Fort Worth	76106
17	Griffin-Poly Sub-Courthouse	3212 Miller Avenue	Fort Worth	76119
18	Handley-Meadowbrook Community Center	6201 Beaty Street	Fort Worth	76112
19	James Avenue Service Center	5001 James Avenue	Fort Worth	76115
20	JPS Health Center Viola M. Pitts/Como Lower Level (Nivel Inferior) (Lầu Dưới) #100	4701 Bryant Irvin Road N	Fort Worth	76107
21	Southside Community Center	959 E Rosedale Street	Fort Worth	76104
22	Southwest Regional Library	4001 Library Lane	Fort Worth	76109
23	Southwest Sub-Courthouse	6551 Granbury Road	Fort Worth	76133
24	Summerglen Branch Library	4205 Basswood Boulevard	Fort Worth	76137
25	Tarrant County Elections Center Main Early Voting Site (Principal sitio de votación adelantada) (Trung Tâm Bầu Cử Sớm)	2700 Premier Street	Fort Worth	76111
26	Tarrant County Plaza Building	201 Burnett Street	Fort Worth	76102
27	Villages of Woodland Springs Amenity Building	12209 Timberland Boulevard	Fort Worth	76244
28	Worth Heights Community Center	3551 New York Avenue	Fort Worth	76110
29	Asia Times Square	2625 W Pioneer Parkway	Grand Prairie	75051
30	The REC of Grapevine	1175 Municipal Way	Grapevine	76051
31	Haltom City Northeast Center	3201 Friendly Lane	Haltom City	76117
32	Former Haslet Elementary School	501 School House Road	Haslet	76052
33	Brookside Center	1244 Brookside Drive	Hurst	76053
34	Keller Town Hall	1100 Bear Creek Parkway	Keller	76248
35	Kennedale Community Center	316 W 3rd Street	Kennedale	76060

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

MAY 1, 2021
(1 DE MAYO DE 2021)
(NGÀY 1 THÁNG 5, NĂM 2021)

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

36	Sheriff’s Office North Patrol Division	6651 Lake Worth Boulevard	Lake Worth	76135
37	Mansfield Sub-Courthouse	1100 E Broad Street	Mansfield	76063
38	Vernon Newsom Stadium	3700 E Broad Street	Mansfield	76063
39	Dan Echols Center	6801 Glenview Drive	N Richland Hills	76180
40	North Richland Hills Public Library	9015 Grand Avenue	N Richland Hills	76180
41	River Oaks Annex Old Library Building	4900 River Oaks Boulevard	River Oaks	76114
42	Eagle Mountain-Saginaw ISD, Building 6 Building (Edificio) (Căn số) 6 – Training Room (Sala de entrenamiento) (Phòng Tập Luyện)	1200 N Old Decatur Road	Saginaw	76179
43	Southlake Town Hall	1400 Main Street	Southlake	76092

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

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

Applications for a Ballot by Mail must be submitted between January 1, 2021 and April 20, 2021 by mail, fax or email to:
Note: effective December 1, 2017 - If an Application for Ballot by Mail is submitted by fax or e-mail the original application must also be mailed and received by the Early Voting Clerk no later than the 4th business day after receipt of the faxed or e-mailed copy.

(Solicitudes para una Boleta por Correo pueden ser sometidas entre el 1 de Enero de 2021 y 20 de Abril de 2021 por correo, fax o por correo electrónico a:

Nota: efectivo el 1 de Diciembre de 2017 - Si una solicitud de boleta por correo se envía por fax o por correo electrónico la solicitud original también debe ser enviada por correo y recibida por el Secretario de Votación Anticipada no más tarde del cuarto día hábil después de recibir la copia enviada por fax o por correo electrónico.)

(Đơn xin lá phiếu bầu qua thư phải được gửi vào giữa Ngày 1 Tháng 1, Năm 2021 và Ngày 20 Tháng 4, Năm 2021 bằng thư, fax hoặc email đến:
Lưu ý: có hiệu lực từ ngày 1 tháng 12 năm 2017 - Nếu Đơn Xin Lá Phiếu bầu qua thư được gửi bằng fax hoặc e-mail, đơn xin bản gốc cũng phải được gửi bằng thư đến và nhận bởi Thư Ký Phụ Trách Bỏ Phiếu Sớm không muộn hơn ngày làm việc thứ tư kể từ ngày nhận được bản sao từ fax hoặc e-mail.)

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

CITY OF WATAUGA, TEXAS
ORDINANCE NO. 2021-022

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING ORDINANCE 2021-015, WHICH AMENDED ORDINANCE 2021-011, CALLING FOR A SPECIAL ELECTION TO BE HELD IN SAID CITY ON THE 1ST DAY OF MAY 2021 FOR THE ELECTION TO FILL A VACANCY THAT EXISTS IN THE UNEXPIRED TERM OF CITY COUNCIL MEMBER PLACE 1, PROVIDING FOR A JOINT ELECTION AGREEMENT WITH TARRANT COUNTY; SETTING THE DATE, PLACE AND TIME OF SAID ELECTION; AND OTHER PROVISIONS OTHERWISE INCIDENTAL TO SUCH ORDINANCE IN ACCORDANCE WITH THE TEXAS ELECTION LAWS AND ARTICLES III AND IV OF THE CITY OF WATAUGA HOME RULE CHARTER; PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE

WHEREAS, a general election was held in the City of Watauga, Texas (the “City”) on November 3, 2020, wherein the voters of the City elected Danielle Tucker to serve in City Council Place 1; and

WHEREAS, the City Council of the City declared City Council Place 1 forfeited under the rules established in Section 3.05 of the City’s Home Rule Charter; and

WHEREAS, on January 25, 2021, scheduled a required public hearing per sections 3.04 and 3.05 of the City Charter to consider the reasons regarding City Council Place 1 failed to take the oath of office for said Council Place and further failed to attend the December 14, 2020, January 11, 2021 and January 25, 2021 Regular City Council Meetings for the City of Watauga; and

WHEREAS, Danielle Tucker submitted a letter of resignation to the City Secretary of the City of Watauga on November 12, 2020; and

WHEREAS, the City Secretary of the City of Watauga didn’t accept the resignation submitted on the basis that an individual is unable to resign an office without first taking the oath of office; and

WHEREAS, the Watauga City Secretary sent by electronic mail a declination of office form, as provided by the Texas Secretary of State’s office, to Ms. Tucker on November 20, 2020; and

WHEREAS, Danielle Tucker failed to complete and return the declination of office form to the City Secretary of the City of Watauga.

NOW, THEREFORE, BE IT ORDAINED by the City Council for the City of Watauga, Texas that:

I.

The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and adopted herein for all purposes.

II.

An election shall be held on the 1st day of May, 2021, a uniform election date, in the City of Watauga, Texas, which date is not less than sixty-two (62) days from the date of the adoption of this Ordinance, for the purpose of calling a Special Election to fill a vacancy on the Watauga City Council, Place 1 to serve until May 2022.

The polling places for voting on election day for election precincts, shall be the election day voting locations including Watauga City Hall Lobby, 7105 Whitley Rd, Watauga, Texas, designated by the Tarrant County Elections Administrator as may be active on election day, May 1, 2021, from 7:00 a.m. until 7:00 p.m. Voting Locations may be modified to include additional or different election day locations designated by the Tarrant County Elections Administrator.

Additional voting locations were designated by the Tarrant County Elections Administrator and are attached to this ordinance and incorporated by reference as **Exhibit "A"**. Additional or different voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement. Voting locations and times can also be located on the website:

<https://www.tarrantcounty.com/en/elections/Upcoming-Election-Information>

III.

The Election Code provides that candidates may file for office from February 9, 2021 through March 1, 2021. Candidates may file an application in the office of the City Secretary on weekdays, Monday through Friday, from 8:00 a.m. until 5:00 p.m.

IV.

All resident qualified electors of the City shall be permitted to vote at the election and on the day of the election, such electors shall vote at the Tarrant County, Texas designated polling place(s). The election shall be held and conducted in accordance with the provisions of the Texas Election Code, as amended, and Chapter 327, as amended, and

as may be required by any other law. All election materials and proceedings shall be printed in both English and Spanish. The reauthorized sales and use tax shall expire, unless reauthorized, as provided in the provisions of Section 327.007, as amended, Texas Tax Code.

V.

Days and hours for Early Voting by Personal Appearance shall be as follows:

April 19-23, 2021	Monday – Friday	8:00 a.m. - 5:00 p.m.
April 24, 2021	Saturday	7:00 a.m. - 7:00 p.m.
April 25, 2021	Sunday	11:00 a.m. - 4:00 p.m.
April 26-27, 2021	Monday-Tuesday	7:00 a.m. - 7:00 p.m.

This schedule may be modified to include additional or different early voting locations, dates and times designated by the Tarrant County Elections Administrator and to conform to the joint election agreement.

VI.

A substantial copy of this Ordinance shall serve as proper notice of the election. Such notice, including a Spanish translation thereof, shall be posted not later than the 21st day before the election on the bulletin board used for posting notices of meetings of the City Council and shall also be published at least once not earlier than the 30th day nor later than the 10th day before the election in a newspaper of general circulation in the City.

VII.

The Tarrant County Elections Administrator is hereby appointed as the Early Voting Clerk. Applications for ballot by mail must be received by mail no later than the close of business April 20, 2021 (Mailing Address: P.O. Box 961011, Fort Worth, Texas, 76161-0011; Attention: Tarrant County Elections Administrator, Early Voting Clerk).

VIII.

Early Voting by personal appearance shall be conducted at the Tarrant County Main Early Voting location: 2700 Premier Street, Fort Worth, Texas 76111 and Summerghlen Branch Library, 4205 Basswood Boulevard, Fort Worth, Texas 76137, as well as other offices established by Tarrant County.

Additional early voting locations designated by the Tarrant County Elections Administrator are attached to this ordinance and incorporated by reference as **Exhibit “B”**. Additional or different voting locations, dates and times designated by the Tarrant County

Elections Administrator and to conform to the joint election agreement. Voting locations and times can also be located on the website:

<https://www.tarrantcounty.com/en/elections/Upcoming-Election-Information>
IX.

The City Secretary of the City of Watauga, Texas is authorized to enter into a contract with the Tarrant County Elections Administrator to conduct the election ordered herein and committing to pay the fee charged by the Tarrant County Elections Administrator for such services. The City Secretary is further authorized to enter into a contract for the conduct of a joint election with other governmental entities in Tarrant County, Texas.

X.

This Ordinance shall be and is hereby cumulative of all other Ordinances of the City of Watauga, Texas, and this Ordinance shall not operate to repeal or affect any such other Ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event, such conflicting provisions, if any, in such other Ordinance or Ordinances are hereby repealed.

XI.

If any section, subsection, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

XII.

This Ordinance shall become effective and shall be in full force and effect from and after the date of its passage and adoption by the City Council of the City of Watauga, Texas, and it is so ordained.

(INTENTIONALLY LEFT BLANK)

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 12th day of April 2021.

APPROVED:

ARTUR L. MINER, MAYOR

ATTEST:

ANDREA GARDNER, CPM, TRMC
CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

GEORGE E. HYDE, CITY ATTORNEY
RUSSELL RODRIGUEZ HYDE & BULLOCK, LLP



MEET AND CONFER AGREEMENT

BETWEEN

CITY OF WATAUGA, TEXAS

AND

THE WATAUGA FIREFIGHTERS' ASSOCIATION

Proposed Term: April 12, 2021 to April 12, 2024

DRAFT

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ARTICLE I
DEFINITIONS

1. "Agreement" means the Meet and Confer Agreement entered between the Watauga Firefighters' Association and the City of Watauga.
2. "Association" means the Watauga Firefighters' Association, its elected leaders and its collective membership.
3. "Certified Firefighter" means an individual certified by the Texas Commission on Fire Protection (TCFP).
4. "City" means the City of Watauga, its mayor, city council members, city manager, fire chief, civil service director and those persons designated by the City of Watauga to manage the city and its fire department.
5. "WFA" means the Watauga Firefighters' Association.
6. The term "commission" means the City of Watauga Firefighters' and Police Officers' Civil Service Commission.
7. The term "day" or "days" shall mean calendar days unless otherwise specified.
8. The term "Department" means the Watauga Fire Department.
9. The term "Department Head" means the Chief of the Watauga Fire Department, his or her designee, or the acting Chief of the Watauga Fire Department.
10. The term "director" means the Civil Service Director of the City of Watauga Firefighters' and Police Officers' Civil Service Commission.
11. The term "local rules" means the Local Rules and Regulations promulgated by the City of Watauga Firefighters' and Police Officers' Civil Service Commission.
12. The term "firefighter" means a firefighter employed by the Watauga Fire Department of the City of Watauga.
13. "Paramedic" means an individual certified or licensed by the Texas Department of State Health Services (TDSHS).
14. "TLGC" means the Texas Local Government Code.

ARTICLE II

AUTHORITY AND RECOGNITION

The City of Watauga and the Watauga Firefighter's Association have voluntarily met and reached an agreement on the conditions set out in this Agreement pursuant to the provisions of the TLGC, Chapter 142 et seq., Subchapter C.

To the extent that this Agreement is in conflict with or changes TLGC, Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision. This preemption provision is authorized by section 142.117 of the TLGC. The Parties have agreed expressly that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise be obtained, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement which has been reached.

The Association submitted a petition for recognition on April 11, 2013, as authorized by TLGC Chapter 142.103, which was recognized by Watauga City Council on April 22, 2013. The City recognizes the Association, for the purposes of meet and confer, as the sole and exclusive bargaining agent for the covered firefighters as described in the petition for recognition, excluding the head of the fire department and excluding the employees exempt under Subsection (b) of section 142.103, in accordance with Subchapter C of Chapter 142 TLGC and the petition.

ARTICLE III

ASSOCIATION DUES

The City agrees to deduct dues bi-weekly for the Association only upon receipt of a signed authorization from a firefighter on a form supplied by the City. The employee has the right to revoke the authorization to directly deposit association dues, at any time, upon 2 weeks' notice to the City.

The Association shall notify the City in writing of any change in the amount of the regular dues.

ARTICLE IV

HIRING PROCESS

As part of the hiring process, all Firefighters applicants are subject to a thorough background check, polygraph examination, psychological evaluation, medical evaluation, drug screen and interview. They must also meet the Eligibility Standards set forth in the City of Watauga Firefighters' and Police Officers Civil Service Rules and Regulations. If the Chief Executive does not appoint the person having the highest grade on an eligibility list due to the unsuccessful completion of the previously stated requirements, the Civil Service Director shall notify the candidate that they are no longer in the hiring process.

ARTICLE ~~III~~ V

HIRING AGE LIMIT

Eligibility for Beginning Position in the Fire Department

- A. A person may not take an entrance examination for a beginning position in the fire department unless the person is at least eighteen (18) years of age, but have not attained forty (40) years of age or older.
- B. A person may not be certified as eligible for a beginning position in the fire department if the person has attained forty (40) years of age or older.

ARTICLE ~~IV~~ VI

LATERAL ENTRY FOR BEGINNING POSITIONS

- A. A person may be eligible for lateral entry to a beginning position if they are certified as a Firefighter and Paramedic.
- B. Lateral entry applicants must successfully meet and complete all Fire Department Eligibility Standards as set by Section 4.08 of the City of Watauga Firefighters' and Police Officers' Civil Service Rules and Regulations.
- C. A person eligible for lateral entry shall be placed on the City's approved step plan at the step which equates to their years of experience, up to a maximum of Step 5. Only years of experience at a paid Fire Department will apply.

- D. A person who obtains a position for lateral entry will not be eligible for promotion until they have served in the next lower position at the Watauga Fire Department for at least two (2) years before the date the promotional examination is held.
- E. Seniority points shall be calculated at one (1) point for each full year of service with the Watauga Fire Department as a commissioned firefighter, up to a maximum of ten (10) points. Service with another agency will not apply.

ARTICLE VII

INTERVIEW PANEL FOR BEGINNING POSITIONS

A Fire Department applicant must successfully pass a structured interview conducted by an Interview Panel. The panel members may not have any previous relationship, personal or professional, with any applicant. Panel members may not be on any type of disciplinary probation. The panel will consist of a maximum of five (5) members, but may conduct the interview with a minimum of four (4) members. The Interview Panel shall be composed of the ~~Fire Chief, two (2) Battalion Chiefs,~~ Assistant Fire Chief, a Fire Lieutenant, a Driver/Engineer and two (2) members of the association of any rank, if available. If association members are not available, the interviews will continue as scheduled.

The Association will select two (2) members to serve on the Interview Panel. The Association will provide the Civil Service Director with the names of the selected panel members in writing. The list will include primary and secondary panel members. The secondary panel member will serve as an alternate in the absence of the primary. The selected panel members will serve until written notification of a change is presented to the Civil Service Director.

The Civil Service Director or designee ~~will~~ may serve as a moderator during the interview. The role of the Director is to oversee the process.

ARTICLE VIII

LAST CHANCE AGREEMENT

In the event a firefighter commits a serious violation of a policy, rule or statute, the use of a last chance agreement provides the Department Head with an alternate to indefinite suspension. The use of the last chance agreement will be at the Department Head's discretion.

In considering appropriate disciplinary action, the Department Head may require that a firefighter be evaluated by a qualified professional designated by the Department Head.

The designated qualified professional must be an in-network provider under the City's current health plan. If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department Head may offer the firefighter, as an alternative to indefinite suspension, the opportunity to enter into a last chance agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the firefighter and the Department Head.

- A. The firefighter shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head.
- B. The program of counseling and/or rehabilitation will be completed on the firefighter's off duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the firefighter's health insurance plan.
- C. The firefighter shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the firefighter commits the same or a similar act of misconduct, the firefighter will be indefinitely suspended without right of appeal.
- D. If the firefighter's misconduct involves alcohol or substance abuse related behavior, the Department Head may require that the firefighter submit to mandatory alcohol or drug testing, upon order by the Department Head, during the probationary period.
- E. If the firefighter accepts the opportunity for a last chance agreement, the firefighter may not appeal any terms of the agreement. Successful completion of a counseling and/or rehabilitation program will be specifically defined in the agreed alternative discipline document. If the firefighter fails to successfully complete the agreed upon program, the firefighter may be indefinitely suspended without right of appeal, nor right to bring any contract dispute regarding the suspension, before any administrative or judicial body.
- F. The Use of a last Chance Agreement does not prohibit the Department Head from imposing discipline for violation(s) of other unrelated infractions as described in Section 143.051.

ARTICLE ~~VII~~ IX

EXTENSION OF PROBATIONARY PERIOD FOR NEW EMPLOYEES

- A. A person appointed to a beginning position in the fire department who is certified as a Firefighter and Paramedic must serve a probationary period of twelve (12) months beginning on the first day of that person's employment as a firefighter.
- B. A person appointed to a beginning position in the fire department who is not certified as a Firefighter and Paramedic shall have their probationary period extended by twelve (12) months upon successful completion of both certifications.
- C. The probationary period may also be extended by a period not to exceed twelve (12) months due to prolonged leave. This extension will be at the Department Head's discretion and only due to required military leave, medical leave, and/or injury leave. The length of time in which the probation period is extended will not exceed the length of time the employee was on military leave, medical leave, and/or injury leave. The Department Head's offer of a probationary extension to the firefighter will be agreed upon in writing.

ARTICLE ~~VIII~~ X

PROMOTIONAL PROCESS

A. Written Examination

Each firefighter seeking a promotion shall be given a written examination in the presence of the other eligible promotional candidates. Identical examinations will be given to the promotional candidates. Promotional candidates who successfully pass the written examination with a raw score of 70% or better will proceed to participate in a Promotional Panel. Only the written examination may be appealed as defined in Section 143.034 of the Local Government Code.

B. Promotional Panel

There shall be an established Promotional Panel to conduct an Assessment Center. The panel shall consist of four (4) firefighters from outside the Watauga Fire Department, preferably from a department with equal or greater number of firefighters as the Watauga Fire Department. Promotional Panel members must not be on any type of probation. Up to three (3) members of the panel should be of the same rank being sought by the applicant. At least one (1) of the panel members should be of next higher rank than the position being sought. In the case that not all panel members can be present, it is acceptable to perform the assessment with three (3) panel members. It is required that the members of the Panel not be personally acquainted with the candidates nor be employed by the Watauga Fire Department.

Each member of the Panel will certify by a written, sworn, and notarized affidavit that he or she has not and will not talk to or correspond with ANY PERSON about any

candidate's abilities, personality, or qualifications for promotion, prior to and during participation in the assessment center process. The member must further stipulate that he or she has no direct relationship with any candidate, other than professional, that would interfere with the assessor's objectivity in providing a fair, balanced, and impartial evaluation of the candidate. Each candidate will certify by a written, sworn, and notarized affidavit that he or she has not and will not talk to or correspond with ANY PERSON about any candidate's abilities, personality, or qualifications for promotion, prior to and during participation in the assessment center process.

The panel shall assess the candidate's skills based on leadership group exercises, decision making exercises and oral interview questions. There will be a total of ten (10) questions and/or exercises which are equally weighted at ten (10) points each.

No part of the Assessment Center may be appealed.

Upon completion of all assessments, the Civil Service Director shall provide each candidate a written performance evaluation. The evaluation shall at minimum highlight the candidate's strengths and weaknesses as observed throughout the process.

The Civil Service Director or his/her designee shall be in attendance at all of the exercises conducted by the assessment board. The Civil Service Director's role will be to oversee the process. The Civil Service Director is not to be an assessor nor provide any input or evaluation. No observers other than the Director of Civil Service or his/her designee shall be allowed during the assessment center.

C. Seniority Points

The final promotional score of each candidate shall also include seniority points.

Seniority points shall be calculated at one (1) point for each full year of service with the Watauga Fire Department as a commissioned fire fighter, up to a maximum of ten (10) points. Cut off for seniority time will be the date of the written examination. Only those employees receiving a passing grade (70%) on the written test are eligible for seniority points.

D. Scoring Methodology

Each candidate's final score shall be the sum of the scores from the written examination and assessment center plus seniority points. The final score on the total promotional system determines placement of candidates on the eligibility list, as follows:

Written Examination - Maximum Possible Score: 60 points

Promotional Panel - Maximum Possible Score: 40 points

Maximum Total Score: 100 points

Additional Points:

Seniority - Maximum Possible: 10 points

Total Maximum Score: 110 points

Note: Additional points for seniority are added to the candidates total score, if and only when the candidate has scored a minimum of 70% or greater on the written examination.

ARTICLE ~~IX~~ XI

REAPPOINTMENT AS A FIREFIGHTER AFTER RESIGNATION

A. Application for Reappointment

A person who previously served as a City of Watauga Firefighter may apply in writing to the Department Head for reappointment within three (3) years of the effective date of separation if the applicant meets the eligibility requirements in *Section B. Eligibility* herein. A person applying under this article will not be required to take an entrance examination and will not be placed on an eligibility list.

B. Eligibility

An applicant for reappointment must have resigned voluntarily and in good standing from the Watauga Fire Department as a Firefighter. Reappointment will not be considered if the applicant resigned pending disciplinary action or investigation.

An applicant eligible for reappointment must meet the following requirements:

1. Hold a valid and current Basic Firefighter certification from the Texas Commission on Fire Protection.
2. Hold a valid and current Paramedic license from the Texas Department of State Health Services.
3. Successfully complete a physical/medical evaluation and drug screen.
4. Successfully pass a background investigation.

An applicant for reappointment must meet all the eligibility requirements for a person in the classification of Firefighter, with the exception of the age requirement, as provided under *Section 4.08 Eligibility Standards for Beginning Position in the Fire Department* of the Watauga Firefighters' and Police Officer's Local Rules.

C. Reappointment

It shall be at the Department Head's discretion to determine the applicant's suitability for reappointment. In the event the Department Head determines that the applicant should not be reappointed, the applicant shall be notified of the decision in writing and the reappointment process is terminated. The Department Head shall forward a copy of this documentation to the Civil Service Director.

If the Department Head approves a reappointment and the applicant successfully completes and meets all of the reappointment requirements, the applicant will be reappointed if a vacancy exists. Notice of the reappointment shall be given in writing to the Civil Service Director. A candidate for reappointment may be appointed regardless of the availability of an eligibility list. A candidate for reappointment has priority over candidates on an eligibility list.

In the event there is no vacancy for a Firefighter at the time of application for reappointment, the Department Head may retain the application. Reappointment can be made only within three (3) years of the date of resignation. If there is no reappointment within three years from date of resignation of the applicant, the reappointment process is automatically terminated.

D. Restoration of Certain Benefits

Upon reappointment, the applicant's prior years of service with the City of Watauga Fire Department in the classification of Firefighter will be counted only for the following purposes:

1. Longevity Pay
2. Accrual Benefits
3. Determination as to the appropriate placement in the Civil Service Step Plan

If reappointed, the applicant shall serve a one (1) year probation and not receive the benefits of Civil service protection. The applicant's seniority and eligibility for purposes of promotion shall be determined by their reappointment date and in accordance with the Watauga Firefighters' and Police Officer's Local Rules.

ARTICLE XII

TERM OF AGREEMENT

This Agreement shall have an effective date of ~~April 23, 2018~~ April 12, 2021, and shall remain in full force and effect through ~~April 23, 2021~~ April 12, 2024 and extended thereafter until superseded by a new Agreement.

ARTICLE ~~XI~~ XIII

SAVINGS CLAUSE & AMENDMENT CLAUSE

Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until subsequent Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Amendment Clause

This Agreement may not be changed or altered in any manner except by mutual written agreement. The Parties agree that upon mutual agreement additional provisions may be negotiated and added as Amendments or as a Restated Agreement. Any Amendments of this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by the authorized representatives of the respective parties. All Amendments are ratified in the same manner as provided by state law, the TLGC, Chapter 142 et seq., Subchapter C, for original ratification.

EXECUTED THIS ____ DAY OF _____, 2021

FOR THE CITY OF WATAUGA, TEXAS:

_____ Date: _____

ANDREA GARDNER

CITY MANAGER

ATTEST:

ANDREA GARDNER

CITY MANAGER

APPROVED:

SHAWN FANNAN, FIRE CHIEF

APPROVED AS TO FORM:

GEORGE HYDE, CITY ATTORNEY

FOR THE WATAUGA FIREFIGHTERS' ASSOCIATION:

_____ Date: _____

STEPHEN SANIEI

PRESIDENT

_____ Date: _____

CLAYTON MILLER

VICE PRESIDENT



MEET AND CONFER AGREEMENT

BETWEEN

CITY OF WATAUGA, TEXAS

AND

THE WATAUGA FIREFIGHTERS' ASSOCIATION

Proposed Term: April 12, 2021 to April 12, 2024

DRAFT

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DEFINITIONS

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9. The term "Department Head" means the Chief of the Watauga Fire Department, his or her designee, or the acting Chief of the Watauga Fire Department.
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12. The term "firefighter" means a firefighter employed by the Watauga Fire Department of the City of Watauga.
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ARTICLE II

AUTHORITY AND RECOGNITION

The City of Watauga and the Watauga Firefighter's Association have voluntarily met and reached an agreement on the conditions set out in this Agreement pursuant to the provisions of the TLGC, Chapter 142 et seq., Subchapter C.

To the extent that this Agreement is in conflict with or changes TLGC, Chapter 143 or any other statute, executive order, local ordinance, or rule, this Agreement shall supersede such provision. This preemption provision is authorized by section 142.117 of the TLGC. The Parties have agreed expressly that each and every provision involving or creating such a conflict shall have the effect of superseding the statutory standard or result which would otherwise be obtained, in the absence of this Agreement. This provision is of the essence to the bargain and Agreement which has been reached.

The Association submitted a petition for recognition on April 11, 2013, as authorized by TLGC Chapter 142.103, which was recognized by Watauga City Council on April 22, 2013. The City recognizes the Association, for the purposes of meet and confer, as the sole and exclusive bargaining agent for the covered firefighters as described in the petition for recognition, excluding the head of the fire department and excluding the employees exempt under Subsection (b) of section 142.103, in accordance with Subchapter C of Chapter 142 TLGC and the petition.

ARTICLE III

ASSOCIATION DUES

The City agrees to deduct dues bi-weekly for the Association only upon receipt of a signed authorization from a firefighter on a form supplied by the City. The employee has the right to revoke the authorization to directly deposit association dues, at any time, upon 2 weeks' notice to the City.

The Association shall notify the City in writing of any change in the amount of the regular dues.

ARTICLE IV

HIRING PROCESS

As part of the hiring process, all Firefighters applicants are subject to a thorough background check, polygraph examination, psychological evaluation, medical

evaluation, drug screen and interview. They must also meet the Eligibility Standards set forth in the City of Watauga Firefighters' and Police Officers Civil Service Rules and Regulations. If the Chief Executive does not appoint the person having the highest grade on an eligibility list due to the unsuccessful completion of the previously stated requirements, the Civil Service Director shall notify the candidate that they are no longer in the hiring process.

ARTICLE V

HIRING AGE LIMIT

Eligibility for Beginning Position in the Fire Department

- A. A person may not take an entrance examination for a beginning position in the fire department unless the person is at least eighteen (18) years of age, but have not attained forty (40) years of age or older.
- B. A person may not be certified as eligible for a beginning position in the fire department if the person has attained forty (40) years of age or older.

ARTICLE VI

LATERAL ENTRY FOR BEGINNING POSITIONS

- A. A person may be eligible for lateral entry to a beginning position if they are certified as a Firefighter and Paramedic.
- B. Lateral entry applicants must successfully meet and complete all Fire Department Eligibility Standards as set by Section 4.08 of the City of Watauga Firefighters' and Police Officers' Civil Service Rules and Regulations.
- C. A person eligible for lateral entry shall be placed on the City's approved step plan at the step which equates to their years of experience, up to a maximum of Step 5. Only years of experience at a paid Fire Department will apply.
- D. A person who obtains a position for lateral entry will not be eligible for promotion until they have served in the next lower position at the Watauga Fire Department for at least two (2) years before the date the promotional examination is held.

- E. Seniority points shall be calculated at one (1) point for each full year of service with the Watauga Fire Department as a commissioned firefighter, up to a maximum of ten (10) points. Service with another agency will not apply.

ARTICLE VII

INTERVIEW PANEL FOR BEGINNING POSITIONS

A Fire Department applicant must successfully pass a structured interview conducted by an Interview Panel. The panel members may not have any previous relationship, personal or professional, with any applicant. Panel members may not be on any type of disciplinary probation. The panel will consist of a maximum of five (5) members, but may conduct the interview with a minimum of four (4) members. The Interview Panel shall be composed of the Assistant Fire Chief, a Fire Lieutenant, a Driver/Engineer and two (2) members of the association of any rank, if available. If association members are not available, the interviews will continue as scheduled.

The Association will select two (2) members to serve on the Interview Panel. The Association will provide the Civil Service Director with the names of the selected panel members in writing. The list will include primary and secondary panel members. The secondary panel member will serve as an alternate in the absence of the primary. The selected panel members will serve until written notification of a change is presented to the Civil Service Director.

The Civil Service Director or designee may serve as a moderator during the interview. The role of the Director is to oversee the process.

ARTICLE VIII

LAST CHANCE AGREEMENT

In the event a firefighter commits a serious violation of a policy, rule or statute, the use of a last chance agreement provides the Department Head with an alternate to indefinite suspension. The use of the last chance agreement will be at the Department Head's discretion.

In considering appropriate disciplinary action, the Department Head may require that a firefighter be evaluated by a qualified professional designated by the Department Head. The designated qualified professional must be an in-network provider under the City's current health plan. If that professional recommends a program of counseling and/or rehabilitation for the firefighter, the Department Head may offer the firefighter, as an alternative to indefinite suspension, the opportunity to enter into a last chance

agreement. The agreement may include the following provisions in addition to any other provisions agreed upon by the firefighter and the Department Head.

- A. The firefighter shall successfully complete the program of counseling and/or rehabilitation recommended by the qualified professional designated by the Department Head.
- B. The program of counseling and/or rehabilitation will be completed on the firefighter's off duty time, unless the Department Head approves the use of accrued vacation leave or sick leave. The firefighter shall be responsible for paying all costs of the program of counseling and/or rehabilitation, which are not covered by the firefighter's health insurance plan.
- C. The firefighter shall agree to a probationary period not to exceed one (1) year, with the additional requirement that if, during the probationary period, the firefighter commits the same or a similar act of misconduct, the firefighter will be indefinitely suspended without right of appeal.
- D. If the firefighter's misconduct involves alcohol or substance abuse related behavior, the Department Head may require that the firefighter submit to mandatory alcohol or drug testing, upon order by the Department Head, during the probationary period.
- E. If the firefighter accepts the opportunity for a last chance agreement, the firefighter may not appeal any terms of the agreement. Successful completion of a counseling and/or rehabilitation program will be specifically defined in the agreed alternative discipline document. If the firefighter fails to successfully complete the agreed upon program, the firefighter may be indefinitely suspended without right of appeal, nor right to bring any contract dispute regarding the suspension, before any administrative or judicial body.
- F. The Use of a last Chance Agreement does not prohibit the Department Head from imposing discipline for violation(s) of other unrelated infractions as described in Section 143.051.

ARTICLE IX

EXTENSION OF PROBATIONARY PERIOD FOR NEW EMPLOYEES

- A. A person appointed to a beginning position in the fire department who is certified as a Firefighter and Paramedic must serve a probationary period of twelve (12) months beginning on the first day of that person's employment as a firefighter.

- B. A person appointed to a beginning position in the fire department who is not certified as a Firefighter and Paramedic shall have their probationary period extended by twelve (12) months upon successful completion of both certifications.
- C. The probationary period may also be extended by a period not to exceed twelve (12) months due to prolonged leave. This extension will be at the Department Head's discretion and only due to required military leave, medical leave, and/or injury leave. The length of time in which the probation period is extended will not exceed the length of time the employee was on military leave, medical leave, and/or injury leave. The Department Head's offer of a probationary extension to the firefighter will be agreed upon in writing.

ARTICLE X

PROMOTIONAL PROCESS

A. Written Examination

Each firefighter seeking a promotion shall be given a written examination in the presence of the other eligible promotional candidates. Identical examinations will be given to the promotional candidates. Promotional candidates who successfully pass the written examination with a raw score of 70% or better will proceed to participate in a Promotional Panel. Only the written examination may be appealed as defined in Section 143.034 of the Local Government Code.

B. Promotional Panel

There shall be an established Promotional Panel to conduct an Assessment Center. The panel shall consist of four (4) firefighters from outside the Watauga Fire Department, preferably from a department with equal or greater number of firefighters as the Watauga Fire Department. Promotional Panel members must not be on any type of probation. Up to three (3) members of the panel should be of the same rank being sought by the applicant. At least one (1) of the panel members should be of next higher rank than the position being sought. In the case that not all panel members can be present, it is acceptable to perform the assessment with three (3) panel members. It is required that the members of the Panel not be personally acquainted with the candidates nor be employed by the Watauga Fire Department.

Each member of the Panel will certify by a written, sworn, and notarized affidavit that he or she has not and will not talk to or correspond with ANY PERSON about any candidate's abilities, personality, or qualifications for promotion, prior to and during participation in the assessment center process. The member must further stipulate that he or she has no direct relationship with any candidate, other than professional, that would interfere with the assessor's objectivity in providing a fair, balanced, and

impartial evaluation of the candidate. Each candidate will certify by a written, sworn, and notarized affidavit that he or she has not and will not talk to or correspond with ANY PERSON about any candidate's abilities, personality, or qualifications for promotion, prior to and during participation in the assessment center process.

The panel shall assess the candidate's skills based on leadership group exercises, decision making exercises and oral interview questions. There will be a total of ten (10) questions and/or exercises which are equally weighted at ten (10) points each.

No part of the Assessment Center may be appealed.

Upon completion of all assessments, the Civil Service Director shall provide each candidate a written performance evaluation. The evaluation shall at minimum highlight the candidate's strengths and weaknesses as observed throughout the process.

The Civil Service Director or his/her designee shall be in attendance at all of the exercises conducted by the assessment board. The Civil Service Director's role will be to oversee the process. The Civil Service Director is not to be an assessor nor provide any input or evaluation. No observers other than the Director of Civil Service or his/her designee shall be allowed during the assessment center.

C. Seniority Points

The final promotional score of each candidate shall also include seniority points.

Seniority points shall be calculated at one (1) point for each full year of service with the Watauga Fire Department as a commissioned fire fighter, up to a maximum of ten (10) points. Cut off for seniority time will be the date of the written examination. Only those employees receiving a passing grade (70%) on the written test are eligible for seniority points.

D. Scoring Methodology

Each candidate's final score shall be the sum of the scores from the written examination and assessment center plus seniority points. The final score on the total promotional system determines placement of candidates on the eligibility list, as follows:

Written Examination - Maximum Possible Score: 60 points

Promotional Panel - Maximum Possible Score: 40 points

Maximum Total Score: 100 points

Additional Points:

Seniority - Maximum Possible: 10 points

Total Maximum Score: 110 points

Note: Additional points for seniority are added to the candidates total score, if and only when the candidate has scored a minimum of 70% or greater on the written examination.

ARTICLE XI

REAPPOINTMENT AS A FIREFIGHTER AFTER RESIGNATION

A. Application for Reappointment

A person who previously served as a City of Watauga Firefighter may apply in writing to the Department Head for reappointment within three (3) years of the effective date of separation if the applicant meets the eligibility requirements in *Section B. Eligibility* herein. A person applying under this article will not be required to take an entrance examination and will not be placed on an eligibility list.

B. Eligibility

An applicant for reappointment must have resigned voluntarily and in good standing from the Watauga Fire Department as a Firefighter. Reappointment will not be considered if the applicant resigned pending disciplinary action or investigation.

An applicant eligible for reappointment must meet the following requirements:

1. Hold a valid and current Basic Firefighter certification from the Texas Commission on Fire Protection.
2. Hold a valid and current Paramedic license from the Texas Department of State Health Services.
3. Successfully complete a physical/medical evaluation and drug screen.
4. Successfully pass a background investigation.

An applicant for reappointment must meet all the eligibility requirements for a person in the classification of Firefighter, with the exception of the age requirement, as provided under *Section 4.08 Eligibility Standards for Beginning Position in the Fire Department* of the Watauga Firefighters' and Police Officer's Local Rules.

C. Reappointment

It shall be at the Department Head's discretion to determine the applicant's suitability for reappointment. In the event the Department Head determines that the applicant

should not be reappointed, the applicant shall be notified of the decision in writing and the reappointment process is terminated. The Department Head shall forward a copy of this documentation to the Civil Service Director.

If the Department Head approves a reappointment and the applicant successfully completes and meets all of the reappointment requirements, the applicant will be reappointed if a vacancy exists. Notice of the reappointment shall be given in writing to the Civil Service Director. A candidate for reappointment may be appointed regardless of the availability of an eligibility list. A candidate for reappointment has priority over candidates on an eligibility list.

In the event there is no vacancy for a Firefighter at the time of application for reappointment, the Department Head may retain the application. Reappointment can be made only within three (3) years of the date of resignation. If there is no reappointment within three years from date of resignation of the applicant, the reappointment process is automatically terminated.

D. Restoration of Certain Benefits

Upon reappointment, the applicant's prior years of service with the City of Watauga Fire Department in the classification of Firefighter will be counted only for the following purposes:

1. Longevity Pay
2. Accrual Benefits
3. Determination as to the appropriate placement in the Civil Service Step Plan

If reappointed, the applicant shall serve a one (1) year probation and not receive the benefits of Civil service protection. The applicant's seniority and eligibility for purposes of promotion shall be determined by their reappointment date and in accordance with the Watauga Firefighters' and Police Officer's Local Rules.

ARTICLE XII

TERM OF AGREEMENT

This Agreement shall have an effective date of April 12, 2021, and shall remain in full force and effect through April 12, 2024 and extended thereafter until superseded by a new Agreement.

ARTICLE XIII

SAVINGS CLAUSE & AMENDMENT CLAUSE

Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the parties shall meet as soon as possible to agree on a substitute provision. However, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until subsequent Meet and Confer negotiations are resumed. To this end, the provisions of this Agreement are severable. This Agreement may be amended by written mutual agreement.

Amendment Clause

This Agreement may not be changed or altered in any manner except by mutual written agreement. The Parties agree that upon mutual agreement additional provisions may be negotiated and added as Amendments or as a Restated Agreement. Any Amendments of this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by the authorized representatives of the respective parties. All Amendments are ratified in the same manner as provided by state law, the TLGC, Chapter 142 et seq., Subchapter C, for original ratification.

EXECUTED THIS ____ DAY OF _____, 2021

FOR THE CITY OF WATAUGA, TEXAS:

_____ Date: _____

ANDREA GARDNER

CITY MANAGER

ATTEST:

ANDREA GARDNER

CITY MANAGER

APPROVED:

APPROVED AS TO FORM:

SHAWN FANNAN, FIRE CHIEF

GEORGE HYDE, CITY ATTORNEY

FOR THE WATAUGA FIREFIGHTERS' ASSOCIATION:

_____ Date: _____

STEPHEN SANIEI

PRESIDENT

_____ Date: _____

CLAYTON MILLER

VICE PRESIDENT



AGENDA MEMORANDUM

DATE: March 31, 2021

TO: Honorable City Council Members

FROM: George Hyde, Legal

SUBJECT: Discuss and consider action on a resolution of the City Council of the City of Watauga, Texas, directing the Charter Commission to conduct meetings as necessary, to be facilitated by the City Attorney's Office, to conduct a review and make develop recommended changes to the City of Watauga's Home Rule Charter no later than July 31, 2021 for City Council consideration for placement on the November 2021 election ballot; providing that all resolutions in conflict herewith are hereby repealed to the extent that they are in conflict; providing a savings clause; providing an effective date.

BACKGROUND/INFORMATION:

The City Attorney provided a presentation during a workshop on the procedures for amending the City's Home Rule Charter and provisions that may be considered by the Charter Review Commission.

Section 13.05 of the City's Charter states "There shall be established a charter review commission which shall perform the function of (1) inquiring into the operation of the city government under the provisions of the Home Rule Charter and determining whether revision is required of any such provisions, (2) proposing recommendations, (3) insuring compliance with the provisions of the Home Rule Charter, (4) proposing amendments to the Home Rule Charter to improve the effective application and administrative efficiency of the operation of the city under the Home Rule Charter and (5) reporting its findings and presenting such proposed amendments to the city council."

FINANCIAL IMPLICATIONS:

N/A

RECOMMENDATION/ACTION DESIRED:

City staff respectfully recommends the City Council approve Resolution Number 2021-015, directing the Charter Review Commission to review, evaluate and recommend changes to the City's Home Rule Charter.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:



AGENDA MEMORANDUM

1. Resolution to Directing Charter Commission

REVIEWED BY:

Karrie Marling, Legal

George Hyde, Legal

Andrea Gardner, City Manager

Raquel Guajardo, Deputy City Secretary

Approved as to form for inclusion on Agenda

Approved - 4/9/2021

Approved - 4/9/2021

Approved - 4/9/2021

Final Approval - 4/9/2021

CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2021-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS, DIRECTING THE CHARTER COMMISSION TO CONDUCT MEETINGS AS NECESSARY, TO BE FACILITATED BY THE CITY ATTORNEY'S OFFICE, TO CONDUCT A REVIEW AND DEVELOP RECOMMENDED CHANGES TO THE CITY OF WATAUGA'S HOME RULE CHARTER NO LATER THAN JULY 31, 2021 FOR CITY COUNCIL CONSIDERATION FOR PLACEMENT ON THE NOVEMBER 2021 ELECTION BALLOT; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Watauga, pursuant to Section 13.05 of the City's Home Rule Charter, established the Charter Review Commission; and

WHEREAS, Section 13.05 states that the Charter Review Commission shall perform the function of:

- (1) inquiring into the operation of the city government under the provisions of the Home Rule Charter and determining whether revision is required of any such provisions,
- (2) proposing recommendations,
- (3) insuring compliance with the provisions of the Home Rule Charter,
- (4) proposing amendments to the Home Rule Charter to improve the effective application and administrative efficiency of the operation of the city under the Home Rule Charter and
- (5) reporting its findings and presenting such proposed amendments to the city council;

and

WHEREAS, the City Council finds that the Charter may benefit from amendments to the election provisions; and

WHEREAS, the action authorized by this Resolution is in furtherance of the public interest, for the good of the community, and necessary and proper for carrying out the authority granted by federal and state laws to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Watauga, Texas that:

I.

The City Council hereby finds that the statements set forth in the recitals of this Resolution are true and correct, and the Council hereby incorporates such recitals as a part of this Resolution.

II.

The Charter Commission is hereby directed to meet, and continue to meet, to review and develop recommended changes to the City of Watauga's Home Rule Charter for presentation to the City Council for consideration for placement on the November 2021 election ballot. Said recommendations shall be made to the City Council on or before July 31, 2021.

III.

The City Attorney's Office is hereby directed to facilitate the Charter Commission's meetings and assist the commission in conducting its review and developing its recommendations.

IV.

This Resolution shall be and is hereby cumulative of all other resolutions of the City of Watauga, Texas and this resolution shall not operate to repeal or affect any such other resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this resolution, in which event such conflicting provisions, if any, in such other resolution or resolutions are hereby repealed.

V.

If any section, subsection, sentence, clause or phrase of this resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

VI.

This resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon approval thereof by the Mayor of the City of Watauga, Texas and publication hereof as prescribed by law.

[SPACE LEFT BLANK INTENTIONALLY]

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 12th day of April 2021.

APPROVED:

ARTUR L. MINER, MAYOR

ATTEST:

ANDREA GARDNER, CPM, TRMC
CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

GEORGE E. HYDE, CITY ATTORNEY
RUSSELL RODRIGUEZ HYDE & BULLOCK, LLP

The Wise Choice 401(a) Plan

The total contribution limit for 401(a) defined contribution plans under section 415(c)(1)(A) is \$57,000 for 2020. This includes both employer and employee contributions.

Contributions are made to an account in your name for the exclusive benefit of you and your beneficiaries. The value of the account is based on the contributions made and the investment performance over time. No taxes are due, including on earnings, until you make withdrawals.

- The Wise Choice 401(a) Plan only allows for employer contributions
- Contributions your employer makes are typically a fixed dollar or percentage amount
- No testing is required

Trust Agreement

Please note that this Trust Agreement is a proprietary document of State Street Bank and Trust Company (“SSBT”), which is offered for use solely by clients of Transamerica Retirement Solutions Corporation and its affiliated companies (“TRSC”). Trustee services are provided by SSBT as a directed trustee under this document to clients of TRSC free of charge due to TRSC's unique business relationship with SSBT.

Please note that this Trust Agreement may not be modified or altered in any way. Also note there is no obligation to appoint SSBT as plan trustee; a different trustee may be appointed at your discretion.

We would be glad to answer any questions you or your legal counsel may have regarding the Trust Agreement's provisions.

TRUST AGREEMENT

SSBTPT99N

Trust.dot

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TRUST AGREEMENT

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TRUST AGREEMENT

THIS AGREEMENT, between Illinois Public Pension Fund Association (the "Employer"), and State Street Bank and Trust Company (the "Trustee") is effective January 1, 2014.

WITNESSETH:

WHEREAS, the Employer has duly established The Wise Choice 401(a) Plan, for certain of its employees and the employees of other adopting employers, if so provided in the Plan, and wishes to establish a trust ("Trust") to be administered by the Trustee, to which Trust contributions are to be made from time to time by the Employer and the other adopting employers, to be used for the exclusive benefit of its employees and their successors in interest in accordance with the provisions of the Plan and as set forth below; and

WHEREAS, the Trustee is willing to serve as a directed trustee and to hold and administer such money and other property pursuant to the terms of this Trust Agreement ("Agreement");

NOW, THEREFORE, the Employer and the Trustee agree as follows:

ARTICLE I ESTABLISHMENT

1.1 Establishment of Trust. The Employer hereby establishes the Trust to hold assets of the Plan qualified under Section 401 (a) of the Internal Revenue Code of 1986, as amended ("Code"). If the Plan is not qualified, the Trust will not be made available to the Employer, and if the Plan subsequently ceases at any time and for any reason to be qualified, the Trust will not remain available to the Employer. All deposits to the Plan must be made to the Trust, and all assets of the Plan must be held under the Trust, subject to the following exceptions:

- (a) Plan assets held in trust by a Trustee other than State Street Bank and Trust Company.
- (b) Plan assets held under an insurance company group annuity contract which is not issued to State Street Bank and Trust Company as Plan Trustee.

The Trustee, by executing this Trust Agreement, accepts the Trust and agrees to administer the Trust as provided in this Agreement.

1.2 Plan Qualification. The Employer, by executing this Trust Agreement, represents that the Plan is a qualified plan under Section 401(a) of the Code, and agrees to notify the Trustee if it has reason to believe the Plan has ceased or will cease to be so qualified. The Trustee will have no liability or responsibility for the validity, legal effect or tax qualification of the Plan.

ARTICLE II
ADMINISTRATION OF TRUST FUND

2.1 General Administration. This Trust shall be administered by the Trustee for the exclusive purposes of providing benefits to Participants and their successors in interest and shall be administered in accordance with the Employee Retirement Income Security Act of 1974 ("ERISA") and this Agreement. The Trustee, by executing this Agreement, agrees to be bound by its terms. The Trustee shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims. The Employer hereby agrees to provide a copy of the Plan document to the Trustee, to notify the Trustee of any amendment to the Plan and to provide promptly a copy of such amendment to the Trustee.

2.2 Contributions to Trust. The Trustee will accept such contributions of cash or Employer Securities as defined by Code Section 409(1) made by or on behalf of Participants as it receives from time to time from the Employer, and such assets as may be transferred by the Plan Administrator, Participants or by the trustee or custodian of another qualified plan or individual retirement account, if the Plan Administrator has certified that such transfer is in accordance with the Plan.

The Trustee will have no responsibility for determining the time or amount of any contribution to the Trust or enforcing the collection of any contribution. Also, the Trustee will have no responsibility for determining that contributions satisfy any applicable requirement of the Plan or law, including, but not limited to, the minimum contribution requirements of Code Sections 412 and 416. Also, the Trustee will have no responsibility for determining whether the amount of any contribution (or the portion of such contribution allocated to the account(s) of a Participant) is within any applicable limit, including, but not limited to, the limits imposed by Code Sections 401(k) and (m), 402(g), 404 and 415. The contribution or transfer of any amount to the Trustee hereunder constitutes a certification by the Employer and/or the Plan Administrator that such contribution or transfer is in accordance with the Plan.

2.3 Accounts. The Trustee will maintain such accounts or funds as are necessary for the Trustee to carry out its responsibilities under the Trust; and the Trustee will make credits to or charges against such accounts or funds as directed. The Trustee will not maintain records of individual Participant's accounts.

2.4 Distributions from Trust. The Trustee shall pay benefits, fees and/or dividends paid on Employer Securities, if any, from the Trust only upon receipt of written direction from Transamerica Retirement Solutions Corporation ("TRSC").

TRSC will provide such direction to the Trustee based on the written direction it receives from the Plan Administrator or a third party administrator or other entity, if authorized by the Plan Administrator. The Trustee shall rely on directions from TRSC and shall be under no duty to ascertain whether the directions are in accordance with the Plan.

Upon receipt of written direction as described above certifying that an amount is payable under the Plan, TRSC will give direction to the Trustee who will promptly pay such amount in accordance with the notice and will be fully protected in so doing. The notice to TRSC will include all information necessary to enable TRSC to direct the Trustee to make such payment, including income tax withholding instructions and the account or accounts or investment fund or funds to be charged with such payments. The Plan Administrator's giving of a payment notice constitutes a certification to the Trustee and TRSC that such payment is in accordance with the Plan, that the Plan Administrator has provided the Participant any and all notices and explanations required by law and that the Plan Administrator has properly obtained any waivers or consents of the Participant, the Participant's spouse or other distributee required by law. The Trustee will have no responsibility for the application of any payments made by it, for determining the rights or benefits of any person in the Trust or under the Plan, for the administration of the Plan, or for the adequacy of the Trust to meet all liabilities arising under the Plan. The Trustee shall have no responsibility for calculating or determining any amount to be distributed to a Participant and/or for compliance with any applicable requirements for distribution.

ARTICLE III INVESTMENT DIRECTION

- 3.1 Directed Trustee. The Trustee shall act only as a directed Trustee and shall exercise no discretion over the investment or distribution of the Trust. The Trustee shall invest and reinvest the Trust, without distinction between principal and income, in accordance with investment directions, as provided in this Article. Notwithstanding the foregoing, if the Plan (a) is a defined contribution individual account plan, not more than forty-nine percent (49%) of the Plan's assets shall be invested in Employer Securities; and (b) is a defined benefit pension plan, not more than ten percent (10%) of the Plan's assets shall be invested in Employer Securities. The Trustee will have no responsibility to question such instructions or directions and will have no responsibility or liability for compliance with any applicable requirements concerning Plan investments under the Plan or ERISA or for any loss or decrease in value which results from the choice of investments for the Trust. Whenever the Trustee is permitted or required to act upon instructions or directions of the Named Fiduciary, Plan Administrator, or Participant, the Trustee will have no responsibility or liability for any action taken or omitted by the Trustee in reliance on such instructions or directions.

It is understood and agreed by the parties that although the Trustee will perform certain ministerial and custodial duties with respect to the assets held in Trust, such duties will be performed by officers and other employees of the Trustee or by such other person or persons with whom the Trustee has contracted to perform services for it, all of whom may be unfamiliar with investment management, and that such duties will not include the exercise of any discretionary authority or other authority to manage and control assets comprising the Trust.

- 3.2 Named Fiduciary-Investment Direction. Subject to Sections 3.3 and 3.4, the Trustee shall invest the Trust pursuant to the written direction of the Plan's Named Fiduciary or any person authorized to act on behalf of the Named Fiduciary. The Trustee is authorized to take investment instructions from TRSC and TRSC will provide investment instructions to the Trustee based on the written direction it receives from the Plan's Named Fiduciary or any person authorized to act on behalf of the Named Fiduciary. The Employer will certify to TRSC the identity of the Named Fiduciary (and of any other person authorized to act on behalf of the Named Fiduciary) and will provide specimen signatures of such person(s). The Trustee may assume that the authority of such person or persons continues unless TRSC is otherwise notified in writing. The Trustee will not be liable for or in any way obligated to inquire into the acts or omissions of a Named Fiduciary.
- 3.3 Participant-Investment Direction. If the Plan permits Participants to direct the investment of some or all of their Plan accounts, the Trustee will invest the Trust pursuant to the Participant's investment directions. Each Participant shall convey investment instructions to the Plan Administrator and the Plan Administrator shall transmit those instructions, in writing, promptly to TRSC. TRSC will then provide such investment instructions to the Trustee. The Employer and TRSC may agree, in a separate written agreement, to an alternative method of communicating Participant directed investments, such as by telephone or electronic transmission.

Each Participant who has established a Schwab Personal Choice Retirement Account® ("PCRA") and completed a Limited Power of Attorney ("LPOA") is authorized by the Trustee to relay trading instructions directly to Charles Schwab & Co., Inc. ("Schwab"). The Trustee or its agent may, in accordance with the LPOA, revoke the LPOA at any time by giving written notice to Schwab and reserves the right under certain circumstances to provide written direction to Schwab to liquidate a Participant's PCRA assets for transfer to TRSC on behalf of such Participant.

- 3.4 Short-Term Holdings Pending Instructions. In the event the Trustee fails to receive proper direction with respect to the investment of any contribution made to the Plan, the Trustee may hold such assets without liability for interest for a reasonable length of time from the date of receipt; and, then, if proper instructions have still not been received, the Trustee shall invest such contribution in the State Street Bank and Trust Cash Reserve Fund, or any successor short-term investment fund with similar investment objectives. The Trustee may also hold assets awaiting distribution from the Plan for a reasonable length of time without liability for interest.

The Trustee does not retain any float income, the handling of float income that may be retained by TRSC is described in detail in TRSC's investment documents or Pension Services Agreement, as the case may be.

**ARTICLE IV
POWERS OF TRUSTEE**

4.1 Directed Powers of the Trustee. The Trustee shall have the following powers and authority in the administration of the Trust; provided, however, that such powers and authority shall be exercised by the Trustee only upon the receipt of direction as provided in Article III:

- (a) to deal with all or any part of the Trust assets, including the power to acquire and dispose of assets;
- (b) to hold any part of the Trust in cash for a reasonable time pending investment or distribution, without liability for interest;
- (c) to enforce by suit or otherwise, or to waive its rights on behalf of the Trust, and to defend claims asserted against it or the Trust; however, the Trustee will not be required to institute or defend itself, the Plan or the Trust in any court or administrative proceeding unless it has first been indemnified to its satisfaction for costs and expenses;
- (d) to compromise, adjust and settle any and all claims against or in favor of it or the Trust;
- (e) to vote, or give proxies to vote, any stock or other security, and to waive notice of meetings; provided, however, that such rights shall be exercisable with respect to Employer Securities held as part of the Trust Fund only to the extent and in the manner set forth in the Plan or Operating Procedures;
- (f) to oppose, or participate in and consent to the reorganization, merger, consolidation or readjustment of the finances or capitalization of any enterprise, to pay assessments and expenses in connection therewith, and to deposit securities under deposit agreements;
- (g) to invest or reinvest principal and income of the funds belonging to the Trust in common or preferred stocks, including Employer Securities, mutual funds, bonds, or other securities, or limited partnership interests, or real or personal properties or interests therein, or any options, warrants or other instruments representing rights to receive, purchase, or subscribe for the same, or evidencing or representing any other rights or interests therein, or group annuity contracts which may include separate accounts issued by a legal reserve life insurance company authorized to do business in New York or to hold any reasonable amounts of such principal or income in cash;
- (h) to execute such deeds, leases, contracts, bills of sale, notes, proxies and other instruments in writing as shall be deemed requisite or desirable in the proper administration of the Trust Fund;
- (i) unless otherwise provided in the Plan, to cause all or any part of the money or other property of this Trust to be commingled with the money or other property of trusts created by others by causing such assets to be invested as part of any one or more collective investment funds or group trusts maintained by fiduciaries with respect to this Plan and Trust, including the Trustee. The declaration of trust under which each such collective investment fund or group trust is established and maintained, as from time to time amended, is hereby made a part of this Trust to the same extent as if its terms were set out in full herein;
- (j) to sell for cash, to convert, redeem or exchange for other securities or other property, to tender securities pursuant to tender offers, or otherwise to dispose of any securities or other property at any time held by the Trustee;
- (k) to exercise any conversion privilege, subscription or other rights incident to property in the Trust and to make payments incidental thereto;
- (l) to do all acts and things, not specified herein, which it deems advisable to carry out the Trust; and generally to exercise any of the powers of an owner with respect to all or any part of the Trust.

4.2 Discretionary Powers of the Trustee. The Trustee shall have the following powers and authority in the administration of the Trust to be exercised in its sole discretion:

- (a) to register or cause to be registered any securities held by it hereunder in its own name or in the name of a nominee with or without the addition of words indicating that such securities are held in a fiduciary capacity, to permit securities or other property to be held by or in the name of others, to hold any securities in bearer form and to deposit any securities or other property in a domestic depository, clearing corporation, or similar corporation; provided the requirements of Department of Labor Regulation 2550.404b-1 are met;

- (b) to make, execute, and deliver as Trustee hereunder, any and all instruments in writing necessary or proper for the accomplishment of any of the powers referred to in Section 4.1 or in this Section 4.2;
- (c) to employ suitable agents, advisers, and counsel and to pay their reasonable expenses and compensation as expenses of the Trust;
- (d) to contract with, as an agent of the Trustee, another person or persons, related or unrelated to the Trustee, for performance of any of the Trustee's duties hereunder, including, but not limited to, Trust recordkeeping, provided that the expenses and compensation of such person or persons shall be an expense of the Trustee, and not an expense of the Trust;
- (e) to bring, join in, or oppose any suits or legal proceedings involving the Trust where the Trustee may be adversely affected by the outcome, individually or as trustee, or where it is advised by counsel that such action is required on its part by ERISA or other applicable law provided that the Trustee shall promptly give written notice to the Employer and offer the Employer the right to control any such action as long as such action has not been initiated by the Employer or any of its affiliates;
- (f) to receive all rents, issues, dividends, income, profits, and properties of every nature due the Trust Fund, and to hold or make distribution therefor in accordance with the terms of this Trust Agreement;
- (g) to take any action committed to the Trustee's discretion by other provisions of this Agreement;
- (h) generally to exercise such powers and to do such acts (exclusive of powers and acts involving investment management or otherwise committed to the discretion of the Named Fiduciary or any other party hereunder) whether or not expressly authorized, which may be considered necessary or desirable by the Trustee for the protection of the Trust.

4.3 Delegation. In the management of the Trust, the Trustee may employ agents and delegate to them such ministerial and limited discretionary duties as the Trustee shall see fit. As of the effective date of the Trust Agreement, the Trustee has appointed TRSC as the agent to which it has delegated certain duties. Also, as of the effective date of the Trust Agreement, the Trustee appoints the Employer as its authorized representative to which it has delegated the authority to sign on the Trustee's behalf all documents relating to the investment of Plan assets in any vehicle sponsored by or made available through TRSC and its affiliates.

4.4 Delivery and Custody of Funds and Securities. All settlements of transactions shall be carried out through the Trustee. The Trustee shall comply with applicable law as to such custody, including without limitation, Section 404(b) of ERISA (relating to location of indicia of ownership) and any regulations issued thereunder.

4.5 Voting. The Trustee shall forward all proxies, shareholder information calls for redemption, offer or exchange, subscription, reorganization or other proceedings affecting securities in the Trust Fund to the individual or entity holding voting power with respect to the securities involved and shall take action in respect thereto as directed; with respect to Employer Securities, the provisions of the Plan or Operating Procedures shall determine who has such voting power.

ARTICLE V ACCOUNTINGS

5.1 Valuation and Reports.

- (a) The Trustee will keep full accounts of all its receipts, disbursements and other transactions hereunder, and, annually, will determine the fair market value of the assets of the Trust as of the last day of the Plan Year or more frequently if requested by the Employer and agreed to by the Trustee. (If any Plan Year is less than a 12-month period, the Trustee shall make the same valuation as of the last day of said short Plan Year.) If any assets of the Trust are invested in Employer Securities for which there is no readily ascertainable market value, the Employer shall supply the Trustee with a proper valuation. For purposes of such accounts, the fiscal year of the Trust will coincide with the Plan Year. Within a reasonable time after the end of the Plan Year, or within a reasonable time after its removal or resignation, or the termination of the Trust, the Trustee will render to the Plan Administrator an account of its administration of the Trust since the last previous such accounting.

- (b) With the consent of the Trustee, the Plan Administrator or Employer may establish other valuation dates, and the Trustee will render to the Plan Administrator an account of the value of the Trust assets as of the current valuation date and, if requested, of its transactions hereunder since the preceding valuation date.
- (c) The Trustee's records, if any, relating to each Plan, shall be open to inspection, copying and audits at reasonable times by the Plan Administrator and TRSC. No person other than the Plan Administrator will have the right to demand or receive any report or account from the Trustee. In any proceeding for a judicial settlement of any account or for instructions, the only necessary parties will be the Trustee, TRSC, and the Plan Administrator.

5.2 Approval of Account. To the extent permissible under applicable law, the written approval of any account statement by the Plan Administrator will be final and binding upon the Employer, the Participants and all persons who now or at any time have an interest in the Trust, relating to all matters and transactions stated or shown. The failure of the Plan Administrator to notify the Trustee or its duly appointed agent within 180 days (9 ½ months for the Plan year end account statement) of the Plan Administrator's objections (if any) to the account statement after the Trustee's sending of any such account statement to the Employer will be the equivalent of written approval. If the Plan Administrator files any objections within such 180 day period (9 ½ months for the Plan year end account statement) with respect to any matters or transactions stated or shown in the account statement and the Plan Administrator and the Trustee cannot resolve the questions raised by such objections, the Trustee will have the right to have such questions settled by judicial proceedings.

ARTICLE VI COMPENSATION, FEES AND TAXES

6.1 Trustee Compensation. There are currently no fees due the Trustee from the Plan. However, the Trustee reserves the right to impose and/or amend fees upon the giving of 90 days' advance written notice to the Employer. If the Trustee resigns or is removed during the 90 day notice period, such new or amended fees will not be in effect.

6.2 Fees. Any fees imposed pursuant to Section 6.1 which are incurred in the administration of the Trust may be paid directly to the Trustee by the Employer. All fees not so directly paid by the Employer shall be paid from the assets of the Trust.

6.3 Method of Payment. In order to provide for payment of any fees not paid directly by the Employer as provided in Section 6.2, the Trustee in its discretion may partially or fully liquidate any asset in the Trust and shall not be liable for any loss resulting from such liquidation. Any fees of the Trustee which are not paid from the Trust for whatever reason will be the responsibility of the Employer. Any payment out of the Trust of any of the fees authorized in this Article VI shall be deemed to be for the exclusive benefit of the Participants and their successors in interest.

6.4 Taxes.

- (a) All real and personal property taxes, income taxes and other taxes of any and all kinds in respect of the Trust or any money, income or property forming a part of the Trust, shall be paid directly from the assets of the Trust following advance written notice to the Employer, if the Employer chooses not to pay such taxes separately.
- (b) The Trustee may assume that any taxes assessed on or in respect of the Trust are lawfully assessed unless the Plan Administrator or the Employer shall in writing advise the Trustee that in the opinion of counsel for the Employer such taxes are not lawfully assessed. If the Trustee is so advised and if requested to do so by the Plan Administrator and suitable provision for indemnity has been made, the Trustee shall contest the validity of such taxes in any manner deemed appropriate by the Plan Administrator, Employer or counsel for the Employer. The word "taxes" in this Section 6.4 shall be deemed to include any interest or penalties that may be levied or imposed in respect to any taxes assessed.
- (c) In order to provide for payment of any taxes as provided in Section 6.4, the Trustee in its discretion may partially or fully liquidate any asset in the Trust and shall not be liable for any resulting loss. Any payment out of the Trust of any taxes authorized in this Article VI, shall be deemed to be for the exclusive benefit of the Participants and their successors in interest.

ARTICLE VII RESIGNATION

7.1 Resignation or Removal of Trustee.

- (a) The Trustee may resign at any time by giving at least 90 days' written notice to the Employer, and the Employer may remove the Trustee at any time by giving at least 90 days' written notice to the Trustee; in either case, the notice period may be reduced to such shorter period as the Trustee and the Employer agree upon. The Trustee's removal or resignation will be effective upon the last day of the notice period or, if later, the acceptance of the Trust by the

successor Trustee. Until the effective date of the appointment of a successor Trustee, the incumbent Trustee will have full authority and responsibility to act as Trustee hereunder.

- (b) The Trustee shall give the Employer at least 90 days' notice of its resignation upon the occurrence of any one of the following events:
 - (i) The giving of notice of termination by either party to the Pension Services Agreement, if any, between TRSC and the Employer;
 - (ii) The Employer or the Named Fiduciary directs that any Plan assets be invested in investments or investment vehicles not made available through or permitted by TRSC or one of its affiliates.
- (c) When the Trustee's resignation or removal becomes effective, the Trustee will perform all acts necessary to transfer the assets of the Trust to its successor. However, the Trustee may reserve such portion of the Trust assets as it may reasonably determine to be necessary for payment of its fees, if any, and any taxes and expenses; any balance of such reserve remaining after payment of such fees, taxes and expenses will be paid over to its successor.
- (d) Resignation or removal of the Trustee will not terminate the Trust. In the event of any vacancy in the position of Trustee, whether by the resignation or removal of the Trustee, the Employer will appoint a successor Trustee and such appointment will become effective upon the acceptance of its office by the successor Trustee. If the Employer does not appoint such a successor within 90 days after notice of resignation or removal is given, the Trustee may apply to a court of competent jurisdiction for such appointment. Each successor Trustee so appointed and accepting a Trusteeship hereunder will have all of the rights and powers and all of the duties and obligations of the original trustee under the provisions hereof. However, the Trustee may reserve such portion of the Trust assets as it may reasonably determine to be necessary for payment of its fees, if any, and any taxes and expenses; any balance of such reserve remaining after payment of such fees, taxes and expenses will be paid over to its successor.
- (e) No Trustee will be liable or responsible for any actions taken or not taken in the administration of the Trust before it became Trustee or after it ceases to be Trustee.

ARTICLE VIII

PROTECTION/LIMITATION ON LIABILITY FOR TRUSTEE

- 8.1 Trustee's Protection. The Trustee shall have no duty to take any action other than as specified in this Agreement, unless the Plan Administrator shall furnish it with instructions in proper form and such instructions shall have been specifically agreed to by it, or to defend or engage in any suit unless it shall have first agreed in writing to do so and shall have been fully indemnified to its satisfaction.
- 8.2 Reliance by Trustee.
 - (a) The Trustee may rely upon any decision of the Plan Administrator purporting to be made pursuant to the terms of the Plan, and upon any information, statements, certifications or directions submitted by the Employer or the Plan Administrator (including statements concerning the entitlement of any Participant to benefits under the Plan or directions to make payments), and will not be bound to inquire as to the basis of any such decision or information or statements, and will incur no obligation or liability for any action taken or omitted by the Trustee in reliance thereon.
 - (b) Whenever the Trustee is permitted or required to act upon the instructions or directions of the Employer or Plan Administrator, the Trustee will be fully protected in not acting in the absence hereof.
 - (c) The Trustee may conclusively rely upon and shall be protected in acting in good faith upon any written representation or order from the Plan Administrator or any other notice, request, consent, certificate or other instrument or paper believed by the Trustee to be genuine and properly executed, or any instrument or paper if the Trustee believes the signature to be genuine.
 - (d) The Trustee may consult with legal counsel (who may or may not be counsel for the Employer) concerning any questions which may arise with respect to its rights and duties under this Trust Agreement, and will be fully protected with respect to any actions taken or omitted in good faith in accordance with the opinion of such counsel.
- 8.3 Absence of Instructions. If the Trustee receives no instructions from the Plan Administrator or the Employer in response to communications sent to the last known address as shown on the books of the Trustee, the Trustee shall make certain determinations with respect to matters that would adversely impact the tax-qualified status of the Plan and/or the Trust. If determinations so made were in order to avoid adverse tax consequences, then they shall be binding on all persons having or claiming any interest under the Plan or Trust, and the Trustee will incur no obligation or responsibility for such determinations made in good faith, or for any action taken with respect to such determinations.
- 8.4 Indemnification by the Employer and Plan Administrator.
 - (a) The Employer shall indemnify and hold harmless the Trustee and its officers, directors, employees shareholders and agents (Trustee) from and against any losses, costs, damages, or expenses, including reasonable attorneys' fees, which

may be incurred or paid out by the Trustee, by reason of: (i) actions taken by the Trustee in accordance with the directions of the Employer or Plan Administrator or, if applicable, a Participant or beneficiary, or actions not taken in the absence of such directions; (ii) the Trustee's exercise and performance of its powers and duties hereunder, or (iii) any (alleged or actual) action or inaction on the part of the Employer or Plan Administrator, unless, with respect to (ii) and (iii) above, such losses, costs, damages, expenses are due to the Trustee's negligence, bad faith, willful misconduct, breach of this Agreement, or of applicable law.

- (b) In addition, regardless of whether the Plan meets the requirements of Section 404(c) of ERISA and its regulations, if the Participant controls the investment of his or her account, the Employer shall indemnify and hold harmless the Trustee and its agent from and against any losses, costs, damages, or expenses, including reasonable attorneys' fees, which may be incurred or paid out by reason of actions taken in accordance with a Participant's directions or failing to act in the absence of such directions or acting or failing to act in reliance on a Participant's instructions incorrectly conveyed by the Plan Administrator.
- (c) The Employer further agrees to indemnify and hold harmless the Trustee for any losses, costs, damages, or expenses, including reasonable attorneys' fees, which may be incurred or paid out by reason of any (alleged or actual) action or inaction on the part of any predecessor or successor Trustee.
- (d) Any obligation to provide indemnification under this Agreement shall be expressly conditioned upon providing written notice to the Employer of any pending or threatened action within a reasonable time after learning of such action and offering the Employer the right to control the defense of any such action as long as the Employer or any of its affiliates did not initiate such action.

8.5 Indemnification by the Trustee.

- (a) The Trustee and its officers, directors, employees, shareholders and agents shall indemnify and hold harmless the Employer and the Plan Administrator and their officers, directors, partners and employees (Employer) from and against any losses, costs, damages, or expenses, including reasonable attorney's fees, incurred or paid out by reason of:
 - (i) The Trustee's failure to act in accordance with the directions of the Employer or by acting in the absence of such direction or other information provided by the Employer;
 - (ii) Any actions taken or not taken by the Trustee due to negligence, bad faith, willful misconduct, breach of this Agreement or of applicable law, including but not limited to any actions taken or not taken that are not in accordance with direction of the Employer.
- (b) Regardless of whether the Plan meets the requirements of Section 404(c) of ERISA, and its regulations, if a Participant controls the investment of his or her account, the Trustee shall indemnify and hold harmless the Plan Administrator from and against any losses, costs, damages, or expenses, including reasonable attorney's fees, which may be incurred or paid out by reason of the Trustee's failure to act in accordance with a Participant's directions correctly conveyed to the Trustee by the Employer or the Participant or acting in the absence of such directions.
- (c) Any obligation to provide indemnification under this Agreement shall be expressly conditioned upon the provision of providing written notice to the Trustee of any pending or threatened action within a reasonable time after learning of such action and offering the Trustee the right to control the defense of any such action as long as the Trustee or its agent did not initiate such action.

ARTICLE IX PROHIBITION OF DIVERSION

9.1 Prohibition of Diversion.

- (a) Except as provided in subparagraph (b), at no time prior to the satisfaction of all liabilities with respect to Participants and their successor in interest under the Plan shall any part of the corpus or income of the Trust be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their successors in interest or for defraying reasonable expenses of administering the Plan.
- (b) The provisions of subparagraph (a) notwithstanding, contributions made by the Employer shall be returned to the Employer under the following conditions:
 - (i) if a contribution to the Plan (other than a multi-employer Plan) is made by mistake of fact, such contribution shall be returned to the Employer within one year of the payment of such contribution; and
 - (ii) contributions to the Plan are specifically conditioned upon their deductibility under the Internal Revenue Code. To the extent a deduction is disallowed for any such contribution, adjusted for losses, not adjusted for gains, it shall be returned to the Employer within one year after the disallowance of the deduction, adjusted for losses, not adjusted for gains. Contributions which are not deductible in the taxable year in which made but are deductible in subsequent taxable years shall not be considered to be disallowed for purposes of this subsection.

**ARTICLE X
AMENDMENT AND TERMINATION OF THE TRUST**

- 10.1 Amendment. Either the Trustee or the Employer may amend all or any part of the Agreement at any time provided, however, that any amendment shall not be effective until it has been agreed to and executed by both parties. Any such amendment may be retroactive if necessary or appropriate to qualify or maintain the Trust as a part of a plan and trust exempt from Federal income tax under Sections 401(a) and 501(a) of the Code, the provisions of ERISA, or other applicable law. No amendment shall increase the duties or liabilities of the Trustee without the Trustee's consent; and no amendment shall divert any part of the Trust to any purpose other than providing benefits to Participants and their successors in interest or defraying reasonable expenses of administering the Plan.
- 10.2 Termination of Plan. If the Plan is terminated in whole or in part, the Trustee shall distribute the Trust or any part in such manner and at such times as the Plan Administrator shall direct in writing subject to the Trustee's receipt of 90 days advance written notice. The Trust created hereunder will terminate upon the distribution or application of all the assets of the Trust.
- 10.3 Termination of Trust by Employer. The Employer may terminate the Trust at any time, subject to providing the Trustee with at least 90 days written notice. If the Trust is terminated, the Trustee shall distribute the assets as directed by the Employer. Upon distribution of all the assets under the Trust, the Trust is terminated.

**ARTICLE XI
MISCELLANEOUS PROVISIONS**

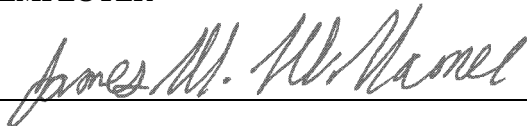
- 11.1 Relationship to Plan. Unless the context of this Agreement clearly indicates otherwise, any terms used in this Agreement which are defined in the Plan shall have the same meaning as in the Plan.
- 11.2 Nonalienation. Except as otherwise required in the case of any qualified domestic relations order within the meaning of Section 414(p) of the Code or as otherwise allowed by Code Section 401(a)(13)(A) or (C), the benefits or proceeds of any allocated or unallocated portion of the assets of the Trust and any interest of any Participant or beneficiary arising out of or created by the Plan either before or after the Participant's retirement shall not be subject to execution, attachment, garnishment or other legal or judicial process whatsoever by any person, whether creditor or otherwise, claiming against such Participant or successor in interest. No Participant or successor in interest shall have the right to alienate, encumber or assign any of the payments or proceeds or any other interest arising out of or created by the Plan and any action purporting to do so shall be void. The provisions of this Section shall apply to all Participants and successors in interest regardless of their citizenship or place of residence.
- 11.3 Certification of Trust Agreement. Any person dealing with the Trustee may rely upon a copy of this Agreement and any amendments certified to be true and correct by the Trustee.
- 11.4 Not a Party to Trust. If any contract issued by an insurance company shall form a part of the Trust assets, the insurance company shall not be deemed a party to this Trust Agreement. A certification in writing by the Trustee as to the occurrence of any event contemplated by this Trust Agreement or the Plan shall be conclusive evidence thereof and the insurance company shall be protected in relying upon such certification and shall incur no liability for so doing. With respect to any action under any such contract, the insurance company may deal with the Trustee as the sole owner thereof and need not see that any action of the Trustee is authorized by this Trust Agreement or the Plan.
- 11.5 Governing Law. The construction, validity and administration of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, except to the extent that such laws have been specifically superseded by ERISA.
- 11.6 Definition of Employer. As used in the Agreement, "Employer" means: (i) the employer specified in the Agreement and (ii) any other entity, maintaining the Plan, that is required to be aggregated with such employer under Code Sections 414 (b), (c), (m), or (o) and which has authorized such employer to act on its behalf for purposes of this Agreement. The term "Employer" shall include other adopting employers under the Plan, to the extent not inconsistent with the terms of the Plan.
- 11.7 Titles. The titles to sections of this Trust Agreement are placed herein for convenience of reference only, and the Trust Agreement is not to be construed by reference thereto.

- 11.8 Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may sufficiently be evidenced by any counterpart.
- 11.9 Severability. If any provision of this Trust Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions thereof, and this Trust Agreement shall be construed and enforced as if such provisions had not been included.
- 11.10 Written Notice. Any written notice, demand, direction, or instruction given to the parties to this Agreement shall be duly given if mailed or delivered:
- (a) to the Trustee, at State Street Bank and Trust Company, One Lincoln Street, Boston, MA 02111, Attention: Director, Trust and Custody Services, or any other address as shall be specified by the Trustee in writing; and
 - (b) to the Employer, at the address indicated on the signature page, or any other address as shall be specified by the Employer in writing.

A copy of any written notice, demand, direction, or instruction between the parties to the Agreement shall be sent to Transamerica Retirement Solutions Corporation, 440 Mamaroneck Ave., Harrison, NY 10528, Attention: Mr. Peter G. Kunkel.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto, all on the day and year first above written.

EMPLOYER

By: 

Address for receipt of notices:

Illinois Public Pension Fund Association
455 Kehoe Suite 106
Carol Stream, IL 60188

TRUSTEE

By: _____

Account # QT62868

SSBTPT99N

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STATE STREET.

ERISA §408(b)(2) Report – Disclosure of Service Provider Compensation

Prepared for State Street as Directed Trustee

Mon Nov 19 09:50:12

The information contained in this document and any attachments have been classified as limited access and/or privileged State Street information/communication and is intended solely for the use of the named addressee(s). If you are not an intended recipient or a person responsible for delivery to an intended recipient, please notify the author and destroy this document. Any unauthorized copying, disclosure, retention or distribution of the material in this document is strictly forbidden.
Report ID: 408(b)(2) Published: Mon Nov 19 09:50:12 EST 2012

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STATE STREET

ERISA §408(b)(2) Report – Disclosure of Service Provider Compensation
State Street as Directed Trustee

Description of Reporting

Service providers must provide in writing a description of the services provided, fees received directly and indirectly including fees from any affiliates of the service provider. Services and fees must be disclosed in either a bundled and unbundled fee arrangement. Service providers must disclose if they are providing these services as a fiduciary. Additionally, a service provider must disclose any changes in fees as soon as practical but no later than 60 days from date of the change of fee.

ERISA §408(b)(2) Report – Disclosure of Service Provider Compensation
 State Street as Directed Trustee

Division : USIS

Service	Directed Trustee Services
Description of Service	Performs all services stated within Trust Agreement—Transamerica Retirement Solutions compensates State Street for service provided.
Fiduciary Status	To the extent our activities qualify as "fiduciary" acts as described in ERISA Section 3(21), we perform such activities in the capacity of a fiduciary.
Type of Compensation	Indirect
Manner of Receipt	Paid By Third Party
Description of Compensation	\$400.00 per plan annually
Compensation Among Related Parties (If applicable)	N/A
Investment Disclosure — Fiduciary Services	N/A
Investment Disclosure — Recordkeeping and Brokerage Services	N/A
Compensation for Termination of Arrangement	N/A
Recordkeeping Services	N/A

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 Report ID: 408(b)(2) Published: Mon Nov 19 09:50:12 EST 2012
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Amendment No. 2 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement (“Agreement”) between Transamerica Retirement Solutions, LLC (“TRS”) and Illinois Public Pension Fund Association (“Employer”). Under this Agreement, TRS will provide administrative services for the following plan(s), collectively referred to hereafter as “Plan(s),” sponsored by the Employer:

Account Number	Plan Name
QT62868	The Wise Choice 401(a) Plan

Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the deletion of the following Investment Option(s) from the Investment Options Schedule:

<i>Diversified Investment Advisors Collective Trust</i>	<i>Ticker Symbol</i>
High Quality Bond Fund	N/A
Core Bond Fund	N/A
Inflation-Protected Securities Fund	N/A
High-Yield Bond Fund	N/A
Large Value	N/A
Large Core	N/A
Stock Index Fund	N/A
Large Growth	N/A
Mid Value	N/A
Mid Growth	N/A
Small Value	N/A
Small Core	N/A
Small Growth	N/A
Real Estate Fund	N/A
International Equity Fund	N/A
Intermediate Horizon Asset Allocation	N/A
Intermediate/Long Horizon Asset Allocation	N/A
Long Horizon Asset Allocation	N/A
Short Horizon Asset Allocation	N/A
Short/Intermediate Horizon Asset Allocation	N/A

2. By the addition of the following Investment Option(s) to the Investment Options Schedule -- such Investment Option(s) will be offered to the Participants under the Plan:

<i>Other Mutual Funds</i>	<i>Ticker Symbol</i>	<i>Expected Fund Revenue</i>
Vanguard Short Term Investment-Grade	VFSUX	.00%
Vanguard Total Bond Market Index Inst	VBPIX	.00%
Vanguard Inflation-Protected Secs Instl	VIPIX	.00%
Vanguard High-Yield Corporate Adm	VWEAX	.00%

Vanguard Value Index Adm	VVIAX	.00%
Vanguard Institutional Index	VINIX	.00%
Vanguard Large Cap Index Instl	VLISX	.00%
Vanguard Growth Index Adm	VIGAX	.00%
Vanguard Mid Cap Value Index Adm	VMVAX	.00%
Vanguard Mid Cap Growth Index Adm	VMGMX	.00%
Vanguard Small Cap Value Index I	VSIIX	.00%
Vanguard Small Cap Index Instl	VSCIX	.00%
Vanguard Small Cap Growth Index Instl	VSGIX	.00%
Vanguard REIT Index Instl	VGSNX	.00%
Vanguard Total International Stock Index Ins	VTSNX	.00%
Vanguard Target Retirement 2060 Inv	VTTSX	.00%
Vanguard LifeStrategy Income	VASIX	.00%
Vanguard LifeStrategy Conservative Gr	VSCGX	.00%
Vanguard LifeStrategy Moderate Growth	VSMGX	.00%
Vanguard LifeStrategy Growth	VASGX	.00%

3. By the substitution of the following for the Investment Default Fund in the Investment Options Schedule:

Investment Default Fund:

The Employer elects the Vanguard LifeStrategy Moderate Growth Fund as the default investment option for the Plan(s) (“Default Investment”). In the absence of a Participant’s affirmative investment election, TRS is instructed by Employer to invest all contributions made on his/her behalf in this Default Investment.

4. By the substitution of the following for subsections A. through D. in the Section titled **Fees for Basic Recordkeeping and Plan Administration Services: Section I** under the **FEE SCHEDULE**:

A. Required Revenue

The Required Revenue is the amount of compensation to be paid each Year to Transamerica Retirement Solutions, LLC (“TRS”) or any successor thereto that is composed of: (1) compensation to TRS for providing the Basic Recordkeeping and Plan Administration Services and Other Elected Services under this Agreement (Sections I and II, in addition to any explicit Fee associated with specific services noted below), (2) compensation to intermediaries/advisors as independent covered service providers for their services (“Third Party Compensation”), if any, and/or (3) funding for an Expense Budget Account if requested by the Employer. The Required Revenue is based on the Plan’s financial factors including, but not limited to, the number of Participant accounts, the anticipated annual contributions and Plan assets. Based on these factors and negotiations between the Employer and TRS, the parties have agreed that the annual Total Required Revenue to administer the Plan(s) (4), is as follows:

(1) Required Revenue by TRS to administer the Plan -	.225%
(2) Third Party Compensation -	.000%
(3) Expense Budget Account Funding -	.000%
(4) Total Required Revenue to administer the Plan -	.225% (“Required Revenue”)

NOTE: In addition a Plan Service Fee (“PSF”) will be deducted from participant accounts and credited to the Expense Budget Account (“EBA”) as per chart below.

Fund	Plan Service Fee ("PSF")
Vanguard Short Term Investment-Grade	0.88%
Vanguard Total Bond Market Index Inst	0.94%
Vanguard Inflation-Protected Secs Instl	0.91%
Vanguard High-Yield Corporate Adm	0.95%
Vanguard Value Index Adm	0.92%
Vanguard Institutional Index	0.59%
Vanguard Large Cap Index Instl	1.08%
Vanguard Growth Index Adm	1.17%
Vanguard Mid Cap Value Index Adm	1.16%
Vanguard Mid Cap Growth Index Adm	1.26%
Vanguard Small Cap Value Index I	1.42%
Vanguard Small Cap Index Instl	1.43%
Vanguard Small Cap Growth Index Instl	1.47%
Vanguard REIT Index Instl	1.23%
Vanguard Total International Stock Index Ins	1.29%
Vanguard Target Retirement 2060 Inv	1.26%
Vanguard LifeStrategy Income	1.09%
Vanguard LifeStrategy Conservative Gr	1.12%
Vanguard LifeStrategy Moderate Growth	1.17%
Vanguard LifeStrategy Growth	1.22%

If the Required Revenue is revised, the new Required Revenue will be guaranteed for the same Fee Guarantee Period, which shall not be extended upon such revision.

B. Expected Fund Revenue from Investment Options – Fund Revenue Credited to Expense Budget Account

TRS and/or its affiliates expect to receive certain indirect compensation from the Investment Options available within the Plan(s) or their respective affiliates ("Expected Fund Revenue"). The Expected Fund Revenue TRS or its affiliated broker-dealer, Transamerica Investors Securities Corporation ("TISC"), receives may include distribution (12b-1) fees, shareholder servicing fees, and/or sub-transfer agency fees. Expected Fund Revenue received by TRS or TISC from the proprietary Diversified Investment Advisors Collective Trust, Transamerica Financial Life Insurance Company ("TFLIC") and Transamerica Partners investment funds (collectively, "Proprietary Funds") is defined as the expense ratio applied to fund assets less all investment expenses, such as sub-advisor, custody, legal, printing and trading costs. The Investment Options Schedule illustrates the Investment Options to be included in the Plan(s) and the Expected Fund Revenue from each Investment Option. The Expected Fund Revenue is based on currently available information and may be changed at any time. All Expected Fund Revenue will be deposited into an Expense Budget Account.

For most funds, payment is made to TRS through National Financial Services, LLC, or Mid-Atlantic Capital Corporation who are subcontractors through which TRS's investment platform is maintained. As of the date of this Agreement, each of these firms receives the following percentage of the gross Expected Fund Revenue for their services: National Financial Services, LLC (see table below*); Mid-Atlantic Capital Corporation 4%. National Financial Services, LLC and Mid-Atlantic Capital Corporation are paid by TRS. The Expected Fund Revenue received by TRS or its affiliates and credited to the Plan(s) is not reduced by the amounts paid to National Financial Services, LLC and Mid-Atlantic Capital Corporation.

*National Financial Services Fund Revenue (\$) Table:

Low	High	(%)
\$0	\$50,000,000	3.35
\$50,000,001	\$100,000,000	2.75
\$100,000,001	\$150,000,000	2.00
\$150,000,001	\$200,000,000	1.50
\$200,000,000 and over		1.00

- In addition, there is a daily trading fee as follows:

	Trading Fee Per Fund Per Day
Fidelity	\$0.50 - \$1.00
Mid-Atlantic Capital Corporation	\$0.75 - \$1.50

- Note: There are no trading fees associated with Vanguard as TRS trades directly with Vanguard.
- With respect to the Blackrock Lifepath funds and Transamerica Partners Funds, if any, 100% of the fund revenue is passed through to TRS and as such, revenues from these funds are NOT included in the above.

C. Assessment of Required Revenue

As described above, TRS expects to receive certain revenue from the Investment Options available within the Plan. The Expected Fund Revenue from Investment Options B. will be deposited into an Expense Budget Account (“EBA”). As soon as administratively feasible following the end of each plan Year quarter, the Employer authorizes TRS to deduct from the EBA an amount equal to one quarter of the Required Revenue amount as payment due to TRS. If the amount in the EBA is insufficient to cover the payment due to TRS, TRS shall bill the Employer any shortfall. The Employer may then authorize TRS to apply the shortfall to Participant accounts, pay the shortfall from the Plan(s)’s forfeiture account (if allowable according to the provisions of the Plan(s)) or pay TRS directly for the shortfall.

D. Review of Expected Fund Revenue

The Expected Fund Revenue for each of the Investment Options will be reviewed no less frequently than quarterly. The frequency of such review will be determined by TRS. Any adjustments necessary to the amounts being credited to the EBA will be made as soon as administratively feasible following TRS being notified of the change to the Expected Fund Revenue. TRS shall notify the Employer of any changes in the Expected Fund Revenue generated from the Investment Options. Any adjustments made to amounts being credited to the EBA will not necessitate an amendment to this Agreement. The Employer hereby acknowledges that all adjustments to amounts being credited to the EBA will be prospective only. Nothing in this Agreement shall be construed as intending or rendering TRS to be “revenue neutral” or “fee neutral” as such terms may be defined under any DOL regulatory guidance.

Expense Budget Account (“EBA”)

The EBA is a plan level unallocated account that is credited with Expected Fund Revenue, if any, and/or amounts withdrawn from Participant accounts. The amount credited to the EBA will be accrued daily based on Participants’ account balances in each of the Investment Options (excluding PCRA, SDAs and employer stock funds, if applicable) and will be credited with such amount as of the last business day of each month. The daily accrual on non-business days at the end of a month will roll into the following month and be credited on the last business day of such month. These amounts can be used to pay Plan-related expenses approved by the

Employer or can be allocated to Plan Participants at the end of the Year (or as soon as administratively feasible following the end of the Year), at the direction of the Employer.

- Once each Plan Year quarter, the Employer may direct TRS in writing to reimburse the Employer from the EBA, or at the Employer's direction remit payment to a third party, for necessary and reasonable Plan-related expenses. Once per Plan Year quarter, TRS will pay the authorized amounts directly to the Employer, or at the Employer's direction, a third party, provided there are sufficient funds in the EBA, following receipt of the Employer's authorization.
- It is the Employer's sole responsibility to determine if the expenses that are being paid from the EBA qualify as necessary and reasonable Plan-related expenses in accordance with the Plan's(s) governing documents and the DOL's guidance provided in Field Assistance Bulletin 2003-3 and Advisory Opinion No. 2001-01A and in Internal Revenue Service Revenue Ruling 2004-10 and other guidance that may subsequently be issued. TRS is not responsible for any determination regarding the appropriateness of such expenses for reimbursement.
- At the end of the Year, the Employer may direct TRS to allocate the balance in the EBA to Participant accounts on a pro-rata basis based on Participant account balances.

This Amendment is effective October 4, 2017.

Employer

By: Joel J. Babbitt
Signature of Authorized Officer

Administrato
Title

9/25/2017
Date

Transamerica Retirement Solutions, LLC

By: Robert J. Vetter
(Authorized Senior Vice President)

QT62868sa2/da

THIS SPECIMEN PLAN DOCUMENT HAS BEEN PREPARED BY TRANSAMERICA RETIREMENT SOLUTIONS CORPORATION SOLELY AS A GUIDE FOR THE EMPLOYER'S ATTORNEY, SUBJECT TO HIS OR HER LEGAL REVIEW AND ADVICE.

IN ADOPTING THE PLAN, CERTAIN FORMAL STEPS SHOULD BE TAKEN TO CONFIRM THE VALIDITY AND EFFECTIVE DATE OF SUCH ADOPTION. AS A GENERAL RULE, IT IS ADVISABLE TO RECORD IN THE MINUTES OF A MEETING OF THE EMPLOYER'S BOARD OF DIRECTORS A BRIEF SUMMARY OF THE ACTION TAKEN WITH RESPECT TO THE PLAN AS WELL AS A RECITATION OF THE ADOPTION DATE AND THE EFFECTIVE DATE, IF DIFFERENT. OF COURSE, THE ULTIMATE RESPONSIBILITY FOR THE TIMELY AND PROPER ADOPTION OF THE PLAN RESTS WITH THE EMPLOYER AND ITS ATTORNEY.

GENERALLY, PLAN DOCUMENTS MUST BE ADOPTED BY THE END OF THE CURRENT PLAN YEAR OR, DEPENDING ON THE PROVISIONS OF THE PLAN, PRIOR TO THE EFFECTIVE DATE OR THE AMENDED AND RESTATED EFFECTIVE DATE OF THE PLAN. NOTE THAT FOR YOUR PLAN, IT MUST BE ADOPTED BY THE DATE DESIGNATED BELOW.

THIS PLAN MUST BE ADOPTED BY APRIL 1, 2014.

The Wise Choice 401(a) Plan

GOVERNMENTAL PROFIT SHARING PLAN ADOPTION AGREEMENT
Individually Designed

The Employer named below hereby establishes a Profit Sharing Plan for eligible Employees as provided in this Adoption Agreement and the accompanying Plan Document.

I. EMPLOYER INFORMATION

A. Name And Address:

Illinois Public Pension Fund Association

455 Kehoe

Suite 106

Carol Stream, IL 60188

B. Telephone Number: 630-784-0406

C. Employer's Tax ID Number: 13-3689044

D. Form Of Governmental Entity:

- | | | |
|-------------------------------------|----|-------------------------|
| ☐ | 1. | Political Subdivision |
| ☐ | 2. | State Agency |
| ☒ | 3. | Local Government |
| ☐ | 4. | County |
| ☐ | 5. | Other (describe): _____ |

E. Name Of Plan: The Wise Choice 401(a) Plan

F. Three Digit Plan Number: 001

G. Employer's Tax Year End: 12/31

II. EFFECTIVE DATE

A. New Plans:

This is a new Plan having an Effective Date of April 1, 2014.

B. Amended and Restated Plans:

This is an amendment or restatement of an existing Plan. The initial Effective Date of the Plan was _____.
The Effective Date of this amendment or restatement is _____.

C. Frozen Plan:

This Plan was frozen effective _____. For any period following this effective date, neither the Employer nor any Participant may contribute to this Plan, and no otherwise eligible Employee shall become a Participant in this Plan. All existing account balances will become fully vested as of the effective date that the Plan was frozen.

III. DEFINITIONS

A. "Compensation"

Select the definition of Compensation, the Compensation Computation Period, any Compensation Dollar Limitation and Exclusions From Compensation for each contribution type from the options listed below. Enter the letter of the option selected on the lines provided below. Leave the line blank if no election needs to be made.

Contribution Type	Compensation Definition	Compensation Computation Period	Compensation Dollar Limitation	Exclusions From Compensation
All Contributions	a	b	\$	a
Voluntary After-tax			\$	
Non-Elective Contributions (Formula 1)			\$	
Non-Elective Contributions (Formula 2)			\$	

1. Compensation Definition:
 - a. Code Section 3401(a) - W-2 Compensation subject to income tax withholding at the source, with all pre-tax contributions excluded.
 - b. Code Section 3401(a) - W-2 Compensation subject to income tax withholding at the source, with all pre-tax contributions included [Plan defaults to this election].
 - c. Code Section 6041/6051 - Income reportable on Form W-2, with all pre-tax contributions excluded.
 - d. Code Section 6041/6051 - Income reportable on Form W-2, with all pre-tax contributions included.
 - e. Code Section 415 - All income received for services performed for the Employer, with all pre-tax contributions excluded.
 - f. Code Section 415 - All income received for services performed for the Employer, with all pre-tax contributions included.
2. Compensation Computation Period:
 - a. Compensation paid during a Plan Year while a Participant [Plan defaults to this election].
 - b. Compensation paid during the entire Plan Year.
 - c. Compensation paid during the Employer's fiscal year.
 - d. Compensation paid during the calendar year.
3. Compensation Dollar Limitation: The dollar limitation section does not need to be completed unless Compensation of less than the Code Section 401(a)(17) limit of \$230,000 (as indexed) is to be used.
4. Exclusions from Compensation (*non-integrated plans only*):
 - a. There will be no exclusions from Compensation under the Plan [Plan defaults to this election].
 - b. Overtime
 - c. Bonuses
 - d. Commissions
 - e. Holiday and vacation pay
 - f. Reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation, and welfare benefits.
 - g. Post-severance payments, as described in paragraph 1.9(c)(7) of the Plan Document.
 - h. Other: _____

5. For purposes of the definition of Compensation under Code Section 415(c)(3), compensation will exclude (*choose all that apply*) :

- ☒ eligible distributions from a nonqualified unfunded deferred compensation plan.
- ☐ payments for unused accrued bona fide sick, vacation and other leave.
- ☐ eligible salary continuation payments received by a Participant while such individual is engaged in qualified military service.

B. "Disability"

- ☐ 1. As defined in paragraph 1.18 of the Plan Document [Plan defaults to this election].
- ☒ 2. As defined in the Employer's Disability Insurance Plan.
- ☐ 3. An individual will be considered to be disabled if he or she is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long, continued and indefinite duration. An individual shall not be considered to be disabled unless he or she furnishes proof of the existence thereof in such form and manner as the Secretary of the Treasury may prescribe.

C. "Hours of Service"

Hours shall be determined by the method selected below. The method selected shall be applied to all Employees:

- ☐ 1. Not applicable. A Year of Service (Period of Service) is defined using the Elapsed Time method.
- ☐ 2. On the basis of actual hours for which an Employee is paid or entitled to payment [Plan defaults to this election].
- ☐ 3. On the basis of days worked. An Employee shall be credited with ten (10) Hours of Service if the Employee would be credited with at least one (1) Hour of Service during the day.
- ☐ 4. On the basis of weeks worked. An Employee shall be credited with forty-five (45) Hours of Service if the Employee would be credited with at least one (1) Hour of Service during the week.
- ☐ 5. On the basis of semi-monthly payroll periods. An Employee shall be credited with ninety-five (95) Hours of Service if the Employee would be credited with at least one (1) Hour of Service during the semi-monthly payroll period.
- ☐ 6. On the basis of months worked. An Employee shall be credited with one-hundred-ninety (190) Hours of Service if the Employee would be credited with at least one (1) Hour of Service during the month.

D. "Integration Level"

- ☒ 1. Not applicable. The Plan's allocation formula is not integrated with Social Security [Plan defaults to this election].
- ☐ 2. The maximum earnings considered wages for the Plan Year for Social Security withholding purposes without regard to Medicare.
- ☐ 3. _____% (not more than 100%) of the amount considered wages for such Plan Year for Social Security withholding purposes without regard to Medicare.
- ☐ 4. \$_____, provided that such amount is not in excess of the amount determined under paragraph (D)(2) above.
- ☐ 5. One dollar over 80% of the amount considered wages for such Plan Year for Social Security withholding purposes without regard to Medicare.
- ☐ 6. 20% of the maximum earnings considered wages for such Plan Year for Social Security withholding purposes without regard to Medicare.

E. **"Limitation Year"**

Unless elected otherwise below, the Limitation Year shall be the Plan Year.

The twelve (12) consecutive month period commencing on January 1 and ending on December 31.

If applicable, there will be a short Limitation Year commencing on April 1, 2014 and ending on December 31, 2014. Thereafter, the Limitation Year shall end on the date specified above.

F. **"Normal Form of Benefit"**

- ☒ 1. Lump Sum.
- ☐ 2. Life Annuity.
- ☐ 3. Other: _____

G. **"Plan Year"**

The twelve (12) consecutive month period commencing on January 1 and ending on December 31.

If applicable, there will be a short Plan Year commencing on April 1, 2014 and ending on December 31, 2014. Thereafter, the Plan Year shall end on the date specified above.

H. **"QDRO Payment Date"**

- ☒ 1. On or after the date the QDRO is determined to be qualified [Plan defaults to this election].
- ☐ 2. The statutory age fifty (50) requirement applies for purposes of making distribution to an alternate payee under the provisions of a QDRO.

I. **"Valuation of Plan Assets"**

The assets of the Plan shall be valued on the last day of the Plan Year and on the following Valuation Date(s):

- ☐ 1. There are no other mandatory Valuation Dates.
- ☒ 2. The Valuation Dates are applicable for the contribution type specified below:

Contribution Type	Valuation Date
All Contributions	a
Voluntary After-tax Contributions	
Non-Elective Contributions (Formula 1)	
Non-Elective Contributions (Formula 2)	

- a. Daily valued.
- b. The last day of each month.
- c. The last day of each quarter in the Plan Year.
- d. The last day of each semi-annual period in the Plan Year.
- e. At the discretion of the Plan Administrator.
- f. Other: _____.

IV. **ELIGIBILITY REQUIREMENTS**

Complete the following using the eligibility requirements as specified for each contribution type. To become a Participant in the Plan, the Employee must satisfy the following eligibility requirements.

Contribution Type	Minimum Age	Service Requirement	Class Exclusions	Eligibility Computation Period	Entry Date
All Contributions					
Voluntary After-tax Contributions					
Non-Elective Contributions	1	1		1	1

(Formula 1)					
Non-Elective Contributions (Formula 2)					

A. Age:

1. No age requirement.
2. Insert the applicable age in the chart above. The age may not be more than twenty-one (21).

B. Service:

1. No Service requirement.
2. Completion of _____ days of Service.
3. Completion of _____ days of Service within the _____ month(s) time period following an Employee's commencement of employment.
4. Completion of _____ months of Service (insert number of months applicable to the specified contribution type).
5. Completion of _____ months of Service (insert number of months applicable to the specified contribution type).
6. One (1) Year of Service or Period of Service.
7. Two (2) Years of Service or Periods of Service.
8. One (1) Expected Year of Service. An Employee who is expected to complete a Year of Service may enter after six (6) months of actual Service.
9. One (1) Expected Year of Service. An Employee who is expected to complete a Year of Service may enter after _____ months of actual Service [must be less than one (1) Year].
10. One (1) Expected Year of Service. An Employee who is expected to complete a Year of Service may enter after _____ months of actual Service [must be less than one (1) Year].
11. Completion of _____ Hours of Service within the _____ month(s) time period following an Employee's commencement of employment.
12. Completion of _____ Hours of Service.

C. Method for Measuring Service Eligibility Period (*do not enter this method in the table above*):

A Year of Service for eligibility purposes is defined as follows (*choose one*):

- ☒ 1. Not applicable. There is no Service requirement or the Service requirement is less than one (1) year.
- ☐ 2. Hours of Service method. A Year of Service will be credited upon completion of _____ Hours of Service. (A Year of Service for eligibility purposes may not be less than one (1) Hour of Service or greater than 1,000 hours by operation of law. If left blank, the Plan will use 1,000 hours.)
- ☐ 3. Elapsed Time method.

D. Employee Class Exclusions:

1. Employees included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee Representatives, if benefits were the subject of good faith bargaining and if two percent or less of the Employees covered pursuant to the agreement are professionals as defined in Treasury Regulation Section 1.410(b)-9 unless participation in this Plan is specifically provided for in the collective bargaining agreement. For this purpose, the term "employee representative" does not include any organization more than half of whose members are owners, officers, or executives of the Employer.

2. Employees who are non-resident aliens [within the meaning of Code Section 7701(b)(1)(B)] who receive no Earned Income [within the meaning of Code Section 911(d)(2)] from the Employer which constitutes income from sources within the United States [within the meaning of Code Section 861(a)(3)].
 3. Employees compensated on an hourly basis.
 4. Employees compensated on a salaried basis.
 5. Employees compensated on a commission basis.
 6. The Plan shall exclude from participation the following classification of Employees: _____.
- E. **Eligibility Computation Period:** The initial eligibility computation period shall commence on the date on which an Employee first performs an Hour of Service and the first anniversary thereof. Each subsequent computation period shall commence on:
1. Not applicable. The Plan has a Service requirement of less than one (1) year or uses the Elapsed Time method to determine eligibility.
 2. The anniversary of the Employee's employment commencement date and each subsequent twelve (12) consecutive month period thereafter.
 3. The first day of the Plan Year which commences prior to the first anniversary date of the Employee's employment commencement date and each subsequent Plan Year thereafter.
- F. **Entry Date:**
1. The Employee's date of hire.
 2. The first day of the month coinciding with or next following the date on which an Employee meets the eligibility requirements.
 3. The first day of the payroll period coinciding with or next following the date on which an Employee meets the eligibility requirements, or as soon as administratively feasible thereafter.
 4. The first day of the second payroll period coinciding with or next following the date on which an Employee meets the eligibility requirements, or as soon as administratively feasible thereafter.
 5. The earlier of the first day of the Plan Year, or the first day of the fourth, seventh or tenth month of the Plan Year coinciding with or next following the date on which an Employee meets the eligibility requirements.
 6. The earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which an Employee meets the eligibility requirements.
 7. The first day of the Plan Year following the date on which the Employee meets the eligibility requirements.
 8. The first day of the Plan Year nearest the date on which an Employee meets the eligibility requirements. **This option can only be selected for Employer related contributions.**
 9. The first day of the Plan Year during which the Employee meets the eligibility requirements. **This option can only be selected for Employer related contributions.**
 10. Other: _____.
- G. **Leased Employees:**
- ☒ 1. Not applicable. Leased Employees do not participate in this Plan.
- ☐ 2. A Leased Employee of the Employer is a Participant in the Plan and may also participate in a plan maintained by the leasing organization.

H. **Employees on Effective Date:**

- ☒ 1. All Employees will be required to satisfy both the age and Service requirements specified above.
- ☐ 2. Employees employed on the Plan's Effective Date do not have to satisfy the age requirement specified above.
- ☐ 3. Employees employed on the Plan's Effective Date do not have to satisfy the Service requirement specified above.

☐ I. **Special Waiver of Eligibility Requirements:**

The age and/or Service eligibility requirements specified above shall be waived for the eligible Employees specified below who are employed on the specified date for the contribution type(s) specified. Such employees will begin participation in the Plan as of that date. This waiver applies to either the age or Service requirement, (if any), or both as elected below.

Waiver Date	Waiver of Age Requirement	Waiver of Service Requirement	Contribution Type
			All Contributions
			Non-Elective Contributions (Formula 1)
			Non-Elective Contributions (Formula 2)

The waiver above applies to:

- ☐ 1. All eligible Employees employed on the specified date.
- ☐ 2. The indicated class of Employees employed on the specified date.

V. **RETIREMENT AGES**

A. **Normal Retirement:**

- ☒ 1. Normal Retirement Age shall be age 55 [for Plan Years beginning on or after January 1, 2009, generally, not to be lower than age 55, absent a determination by the IRS. A Normal Retirement Age of age 62 or later is an IRS safe harbor. See Regulation Section 1.401(a)-1(b)(2)].
- ☐ 2. Normal Retirement Age shall be the later of attaining age _____ or the _____ anniversary of the first day of the first Plan Year in which the Participant commenced participation in the Plan.
3. The Normal Retirement Date shall be:
- ☒ a. as of the date the Participant attains Normal Retirement Age [Plan defaults to this election].
- ☐ b. the first day of the month next following the Participant's attainment of Normal Retirement Age.

B. **Early Retirement:**

- ☒ 1. Not applicable.
- ☐ 2. The Plan shall have an Early Retirement Age of _____ [not less than age fifty-five (55)] and completion of _____ Years of Service.
3. The Early Retirement Date shall be:
- ☐ a. as of the date the Participant attains Early Retirement Age [Plan defaults to this election].
- ☐ b. the first day of the month next following the Participant's attainment of Early Retirement Age.

VI. **EMPLOYEE CONTRIBUTIONS**

A. **Voluntary After-tax Contributions:**

- ☒ 1. The Plan does not permit Voluntary After-tax Contributions.
- ☐ 2. Participants may make Voluntary After-tax Contributions in any amount from a minimum of _____% to a maximum of _____% of their Compensation or a flat dollar amount from a minimum of \$_____ to a maximum of \$_____.
- ☐ 3. Participants may make Voluntary After-tax Contributions in any amount up to the maximum permitted by law.
4. Participants shall be permitted to terminate their Voluntary After-tax Contributions at any time upon proper and timely notice to the Employer. Modifications and reinstatement of Participants' Voluntary After-tax Contributions will become effective as soon as administratively feasible on a prospective basis as provided for below:

<u>Modifications</u>	<u>Reinstatement</u>	<u>Method</u>
☐	☐	On a daily basis.
☐	☐	Upon _____ days notice to the Plan Administrator.
☐	☐	On the first day of each quarter.
☐	☐	On the first day of the next month.
☐	☐	The beginning of the next payroll period.
☐	☐	On the first day of the next semi-annual period.
☐	☐	On the first day of the next Plan Year.

B. **Rollover Contributions:**

- ☐ 1. The Plan does not accept Rollover Contributions.
- ☒ 2. Rollover Contributions may be made:
- ☒ a. after meeting the eligibility requirements for participation in the Plan.
- ☐ b. prior to meeting the eligibility requirements for participation in the Plan.
3. The Plan will accept a Participant Rollover Contribution of an Eligible Rollover Distribution from *(check only those that apply)*:
- ☒ a. A Qualified Plan described in Code Section 401(a) or 403(a).
- ☐ b. An annuity contract described in Code Section 403(b).
- ☐ c. An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
- ☐ d. An Individual Retirement Account (which was not used as a conduit from a Qualified Plan) or Individual Retirement Annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includable in gross income.
4. The Plan will accept a Direct Rollover of an Eligible Rollover Distribution from *(check only those that apply)*:
- ☐ a. A Qualified Plan described in Code Section 401(a) or 403(a), excluding Voluntary After-tax Contributions.
- ☐ b. A Qualified Plan described in Code Section 401(a) or 403(a), including Voluntary After-tax Contributions.
- ☐ c. An annuity contract described in Code Section 403(b), excluding Voluntary After-tax Contributions.
- ☐ d. An annuity contract described in Code Section 403(b), including Voluntary After-tax Contributions.

- ☐ e. An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or an agency or instrumentality of a state or political subdivision of a state.

VII. **EMPLOYER CONTRIBUTIONS**

The Employer shall make contributions to the Plan in accordance with the formula or formulas selected below. The Employer's contribution shall be subject to the limitations contained in Articles III and IX of the Plan Document. For this purpose, a contribution for a Plan Year shall be limited by Compensation earned in the Limitation Year that ends with or within such Plan Year.

A. **Non-Elective Employer Contributions:**

The Employer shall have the right to make a discretionary or fixed contribution(s). The Employer's contribution(s) for the Plan Year shall be allocated to the accounts of eligible Participants as follows (*enter the number and letter of the allocation method below that corresponds to that being made to the Plan*):

Type of Contribution	Allocation Method
Non-Elective Contributions (Formula 1)	1.b.
Non-Elective Contributions (Formula 2)	

- ☒ 1. **Proportionate Compensation Formula:**
- ☐ a. On a pro rata basis as a percentage of Compensation of eligible Participants for the Plan Year.
- ☒ b. As an amount fixed by an appropriate action of the Employer as of the time prescribed by law.
- ☐ 2. **Uniform Dollar Amount Formula:**
- ☐ a. Equally in a uniform dollar amount to each eligible Participant.
- ☐ b. In the same dollar amount to each eligible Participant per Hour of Service or days worked that the Participant is entitled to Compensation.
- ☐ 3. **Excess Integrated Allocation Formula:** As an amount taking into consideration amounts contributed to Social Security using the Excess Integrated Allocation Formula as described in paragraph 3.1(a) of the Plan Document; the Integration Level is defined at Section III(D) of this Adoption Agreement.
- ☐ 4. **Base Integrated Allocation Formula:** As an amount taking into consideration amounts contributed to Social Security using the two-step Base Integrated Allocation Formula as described in paragraph 3.1(b) of the Plan Document; to the extent that such contributions are sufficient, they shall be allocated as follows: _____% of each eligible Participant's Compensation, plus _____% of Compensation in excess of the Integration Level defined at Section III(D) hereof. The percentage of excess Compensation may not exceed the lesser of (1) the amount first specified in this paragraph or (2) the greater of 5.7% or the percentage rate of tax under Code Section 3111(a) as in effect on the first day of the Plan Year attributable to the Old Age (OA) portion of the OASDI provisions of the Social Security Act. If the Employer specifies an Integration Level in Section III(D) which is lower than the Taxable Wage Base for Social Security purposes (SSTWB) in effect as of the first day of the Plan Year, the percentage contributed with respect to excess Compensation must be adjusted. If the Plan's Integration Level is greater than the larger of \$10,000 or 20% of the SSTWB but not more than 80% of the SSTWB, the excess percentage is 4.3%. If the Plan's Integration Level is greater than 80% of the SSTWB but less than 100% of the SSTWB, the excess percentage is 5.4%.

Only one Plan maintained by the Employer may be integrated with Social Security.

- ☐ 5. **Fixed Employer Contributions:**
- ☐ a. _____ % of each Participant's Compensation.
- ☐ b. \$_____ to each Participant.
- ☐ c. Such contribution shall be allocated in the same dollar amount to each eligible Participant per Hour of Service or days worked that the Participant is entitled to Compensation.
- ☐ 6. **Uniform Points Allocation Formula:** The allocation for each eligible Participant will be determined by a uniform points method. Each eligible Participant's allocation shall bear the same relationship to the Employer contribution as the Participant's total points bear to all points awarded. Each eligible Participant will receive _____ points for each of the following:
- ☐ a. _____ year(s) of age.
- ☐ b. _____ Year(s) of Service determined:
- ☐ i. In the same manner as determined for eligibility.
- ☐ ii. In the same manner as determined for vesting.
- ☐ iii. Points will not be awarded with respect to Year(s) of Service in excess of _____.
- ☐ c. \$_____ (not to exceed \$200) of Compensation.

VIII. **ALLOCATIONS TO PARTICIPANTS**

A. **Allocation Accrual Requirements:**

- ☒ 1. There are no allocation requirements for Participants to receive any contribution made to the Plan; however, a Participant must have received Compensation from the Employer to be entitled to an allocation of contributions.
- ☐ 2. Employer Contributions will be allocated to all Participants employed on the last day of the Plan Year regardless of hours worked.
- ☐ 3. The Plan is using the Elapsed Time method; contributions will be allocated to all Participants who have completed _____ [not more than twelve (12)] months of Service regardless of the hours credited. If left blank, the Plan will use twelve (12) months.
- ☐ 4. Employer Contributions will be credited to Participants upon completion of the hours and/or employment requirements below.
- a. A Year of Service for allocation accrual purposes cannot be less than one (1) Hour of Service nor greater than 1,000 hours by operation of law. If left blank, the Plan will use 1,000 hours. Enter whole digit numbers only.

Contribution Type

Hours

All contributions

Non-Elective Contributions (Formula 1)

Non-Elective Contributions (Formula 2)

- b. Participants must be employed on the last day of each quarter of the Plan Year in order to receive the following contribution(s):

☐ All contributions

☐ Non-Elective Contributions (Formula 1)

☐ Non-Elective Contributions (Formula 2)

Note: Use of this Subsection (b) requires that no more than one (1) Hour of Service be required in Subsection (a) above for the contribution types selected.

- c. Participants must be employed on the last day of the Plan Year in order to receive the following contribution(s):

- ☐ All contributions
☐ Non-Elective Contributions (Formula 1)
☐ Non-Elective Contributions (Formula 2)

5. Employer Contributions for a Plan Year will be allocated to terminated Participants who have met the following allocation accrual requirements (*check all applicable boxes*):

	<u>All</u> <u>Contributions</u>	<u>Non-</u> <u>Elective</u> <u>Formula 1</u>	<u>Non-</u> <u>Elective</u> <u>Formula 2</u>
a. The Hours of Service or Period of Service requirement above will be waived if termination is due to:			
i. Retirement	☐	☐	☐
ii. Disability	☐	☐	☐
iii. Death	☐	☐	☐
iv. Other _____	☐	☐	☐
b. The last day of employment requirement above will be waived if termination is due to:			
i. Retirement	☐	☐	☐
ii. Disability	☐	☐	☐
iii. Death	☐	☐	☐
iv. Other _____	☐	☐	☐

☐ B. **Contributions to Disabled Participants:**

The Employer will make contributions on behalf of a Participant who is permanently and totally disabled. These contributions will be based on the Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally disabled. These contributions will be 100% vested when made. The rule of final Treasury Regulation 1.415(c)-2(g)(4) applies with respect to such Participant.

IX. **DISPOSITION OF FORFEITURES**

A. **Forfeiture Allocation Alternatives:**

- ☒ 1. Not applicable; all contributions are fully vested.
☐ 2. Select one or more methods in which forfeitures will be allocated (*number each item in order of use*):
- _____ Disposition Method
 _____ Restoration of Participant's forfeitures.
 _____ Used to offset Plan expenses.

- ____ Used to reduce the Employer's Contribution.
- ____ Added to the Employer's contribution under the Plan.
- ____ Allocate to all Participants eligible to share in the allocations in the same proportion that each Participant's Compensation for the year bears to the Compensation of all other Participants for such year.

Participants eligible to share in the allocation of other Employer Contributions under Section VII shall be eligible to share in the allocation of forfeitures.

B. Timing of Allocation of Forfeitures:

If no timely distribution or deemed distribution [pursuant to paragraph 6.5(c) of the Plan Document] has been made to a former Participant, non-vested portions shall be forfeited at the end of the Plan Year during which the former Participant incurs his or her fifth consecutive one (1) year Break in Service or Period of Severance for Plans that use the Elapsed Time Method.

If a former Participant has received the full amount of his or her Vested Account Balance, the non-vested portion of his or her account shall be forfeited and be disposed of:

- ☐ 1. during the Plan Year following the Plan Year in which the forfeiture arose.
- ☒ 2. as of any Valuation or Allocation Date during the Plan Year (or as soon as administratively feasible following the close of the Plan Year) in which the former Participant receives full payment of his or her vested benefit.
- ☐ 3. at the end of the Plan Year during which the former Participant incurs his or her ____ (1st, 2nd, 3rd, 4th or 5th) consecutive one (1) year Break in Service.
- ☐ 4. as of the end of the Plan Year during which the former Participant receives full payment of his or her vested benefit.
- ☐ 5. as of the earlier of the first day of the Plan Year, or the first day of the seventh month of the Plan Year following the date on which the former Participant has received full payment of his or her vested benefit.
- ☐ 6. as of the next Valuation or Allocation Date following the date on which the former Participant receives full payment of his or her vested benefit.

X. MULTIPLE PLANS MAINTAINED BY THE EMPLOYER AND LIMITATIONS ON ALLOCATIONS

A. Plans Maintained by the Employer:

- ☐ 1. This is the only Plan the Employer maintains. In the event that the allocation formula results in an Excess Amount, such excess, after distribution of Employee contributions pursuant to paragraph 9.3 of the Plan Document, shall be:
 - ☐ a. Placed in a suspense account for the benefit of the Participant without the crediting of gains or losses for the benefit of the Participant.
 - ☐ b. Reallocated as additional Employer contributions to all other Participants to the extent that they do not have any Excess Amount.

If no method is specified, the suspense account method will be used [Plan defaults to this election].
- ☐ 2. The Employer does maintain another Plan [including a Welfare Benefit Fund or an individual medical account as defined in Code Section 415(l)(2)], under which amounts are treated as Annual Additions and has completed the proper sections below.
 - a. If the Participant is covered under another qualified Defined Contribution Plan maintained by the Employer:
 - ☐ i. The provisions of Article IX of the Plan Document will apply.

- ☐ ii. The Employer has specified below the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts in a manner that precludes Employer discretion.

- b. Allocation of Excess Annual Additions: In the event that the allocation formula results in an Excess Amount, such excess, after distribution of Employee contributions, shall be:

- ☐ i. Placed in a suspense account for the benefit of the Participant without the crediting of gains or losses for the benefit of the Participant.
- ☐ ii. Reallocated as additional Employer contributions to all other Participants to the extent that they do not have any Excess Amount.

If no method is specified, the suspense account method will be used [Plan defaults to this election].

XI. **VESTING**

Participants shall always have a fully vested and nonforfeitable interest in their Voluntary After-tax Contributions and their investment earnings.

Each Participant shall acquire a vested and nonforfeitable percentage in his or her account balance attributable to Employer contributions and their earnings under the schedule(s) selected.

A. **Vesting Computation Period:**

A Year of Service for vesting will be determined on the basis of the (*choose one*):

- ☒ 1. Not applicable. All contributions are fully vested.
- ☐ 2. Elapsed Time method.
- ☐ 3. Hours of Service method. A Year of Service will be credited upon completion of _____ Hours of Service. (A Year of Service for vesting purposes will not be less than one (1) Hour of Service or greater than 1,000 hours by operation of law. If left blank, the Plan will use 1,000 hours.)

The computation period for purposes of determining Years of Service and Breaks in Service for purposes of computing a Participant's nonforfeitable right to his or her account balance derived from Employer contributions:

- ☐ a. shall commence on the date on which an Employee first performs an Hour of Service for the Employer and each subsequent twelve (12) consecutive month period shall commence on the anniversary thereof.
- ☐ b. shall commence on the first day of the Plan Year during which an Employee first performs an Hour of Service for the Employer and each subsequent twelve (12) consecutive month period shall commence on the anniversary thereof.

A Participant shall receive credit for a Year of Service if he or she completes the number of hours specified above at any time during the twelve (12) consecutive month computation period. A Year of Service may be earned prior to the end of the twelve (12) consecutive month computation period and the Participant need not be employed at the end of the twelve (12) consecutive month computation period to receive credit for a Year of Service.

B. **Vesting Schedules:**

Select the appropriate schedule for each contribution type, complete any blank vesting percentages from the list below and insert the option number in the vesting schedule chart below.

Years of Service					
1	2	3	4	5	6

1. Full and immediate Vesting

2. _____% 100%
3. _____% _____% 100%
4. _____% 20% 40% 60% 80% 100%
5. _____% _____% _____% _____% 100%
6. Other _____

Vesting Schedule Chart

Employer Contribution Type

1

All Employer Contributions
 Non-Elective Contributions (Formula 1)
 Non-Elective Contributions (Formula 2)

C. **Service Disregarded for Vesting:**

- ☒ 1. Not applicable. All Service is recognized.
- ☐ 2. Service prior to the Effective Date of this Plan or a predecessor plan is disregarded when computing a Participant's vested and nonforfeitable interest.
- ☐ 3. Service prior to a Participant having attained age eighteen (18) is disregarded when computing a Participant's vested and nonforfeitable interest.

☐ D. **Full Vesting of Employer Contributions for Current Participants:**

Notwithstanding the elections above, all Employer contributions made to a Participant's account shall be 100% fully vested if the Participant is employed on the Effective Date of the Plan (or such other date as entered herein): _____.

XII. **SERVICE WITH PREDECESSOR ORGANIZATION**

- ☒ A. Not applicable. The Plan does not recognize Service with any predecessor organization.
- ☐ B. The Plan will recognize Service with all predecessor organizations for the Plan purpose(s) indicated:

<u>Eligibility</u>	<u>Allocation Accrual</u>	<u>Vesting</u>
☐	☐	☐

- ☐ C. Service with the following organization(s) will be recognized for the Plan purpose(s) indicated:

	<u>Eligibility</u>	<u>Allocation Accrual</u>	<u>Vesting</u>
_____	☐	☐	☐
_____	☐	☐	☐

Attach additional pages as necessary.

XIII. **IN-SERVICE WITHDRAWALS**

A. **In-Service Withdrawals:**

- ☒ 1. In-service withdrawals are not permitted in the Plan.
- ☐ 2. In-service withdrawals are permitted in the Plan. Participants may withdraw the following contribution types after meeting the following requirements (*select one or more of the following options*):

<u>Contribution Types</u>	<u>Withdrawal Restrictions</u>							
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
a. All Contributions	n/a	n/a	n/a	☐	☐	n/a	n/a	n/a
b. Voluntary After-tax Contributions	☐	☐	☐	☐	☐	n/a	n/a	n/a
c. Rollover Contributions	☐	☐	☐	☐	☐	n/a	n/a	n/a
d. Vested Non-Elective (Formula 1)	☐	n/a	☐	☐	☐	☐	☐	☐
e. Vested Non-Elective (Formula 2)	☐	n/a	☐	☐	☐	☐	☐	☐

Withdrawal Restriction Key

- A. Not available for in-service withdrawals.
- B. Available for in-service withdrawals without restrictions.
- C. Participants having completed five (5) years of Plan participation may elect to withdraw all or any part of their Vested Account Balance.
- D. Participants may withdraw all or any part of their Account Balance after having attained the Plan's Normal Retirement Age.
- E. Participants may withdraw all or any part of their Vested Account Balance after having attained age _____ (not less than age 59½).
- F. Participants may elect to withdraw all or any part of their Vested Account Balance which has been credited to their account for a period in excess of two (2) years.
- G. Available for withdrawal only if the Participant is 100% vested.
- H. All requirements selected in (C) through (G) above must be satisfied prior to a distribution being made from the Plan.

B. Hardship Withdrawals:

- ☒ 1. Hardship withdrawals are not permitted in the Plan.
- ☐ 2. Hardship withdrawals are permitted in the Plan and will be taken from the Participant's account as follows (*select one or more of these options*):
 - ☐ a. Participants may withdraw Rollover Contributions plus their earnings.
 - ☐ b. Participants may withdraw vested Non-Elective Contributions (Formula 1) plus their earnings.
 - ☐ c. Participants may withdraw vested Non-Elective Contributions (Formula 2) plus their earnings.

XIV. LOAN PROVISIONS

- ☒ A. Participant loans are not available from the Plan.
- ☐ B. Participant loans are permitted in accordance with the Employer's established loan procedures.
- ☐ C. Loan payments will be suspended under the Plan as permitted under Code Section 414(u) in compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994.

XV. INVESTMENT MANAGEMENT

A. Investment Management Responsibility:

- ☐ 1. The Employer shall appoint a discretionary Trustee to manage the assets of the Plan.

- ☐ 2. The Employer shall retain investment management responsibility and/or authority. Unless otherwise appointed, the Trustee shall act in a nondiscretionary capacity.
- ☒ 3. The party designated below shall be responsible for the investment of the Participant's account. By selecting a box, the Employer is making a designation as to who will have authority to issue investment directives with respect to the specified contribution type (*check all applicable boxes*):

	<u>Trustee</u>	<u>Employer</u>	<u>Participant</u>
a. All Contributions	n/a	n/a	☒
b. Voluntary After-tax Contributions	☐	☐	☐
c. Non-Elective Contributions (Formula 1)	☐	☐	☐
d. Non-Elective Contributions (Formula 2)	☐	☐	☐
e. Rollover Contributions	☐	☐	☐

To the extent that Participant self-direction was previously permitted, the Employer shall have the right to either make the assets part of the general fund, or leave them as self-directed subject to the provisions of the Plan Document.

B. Limitations on Participant Directed Investments:

- ☒ 1. Participants are permitted to invest among only those investment alternatives made available by the Employer under the Plan.
- ☐ 2. Participants are permitted to invest in any investment alternative permitted under the Plan Document.

☐ **C. Insurance:**

The Plan permits life insurance as an investment alternative.

XVI. DISTRIBUTION OPTIONS

A. Timing of Distributions [both (1) and (2) must be completed]:

1. Distributions payable as a result of termination for reasons other than death, Disability or retirement shall be paid c [select from the list at (A)(3) below].
2. Distributions payable as a result of termination for death, Disability or retirement shall be paid c [select from the list at (A)(3) below].
3. Distribution Options:
- a. As soon as administratively feasible on or after the Valuation Date following the date on which a distribution is requested or is otherwise payable.
 - b. As soon as administratively feasible following the close of the Plan Year during which a distribution is requested or is otherwise payable.
 - c. As soon as administratively feasible following the date on which a distribution is requested or is otherwise payable. (*This option is recommended for daily valuation plans.*)
 - d. As soon as administratively feasible after the close of the Plan Year during which the Participant incurs _____ [cannot be more than five (5)] consecutive one (1) year Breaks in Service. [*This formula can only be used in (A)(1).*]
 - e. As soon as administratively feasible after the close of the Plan Year during which the Participant incurs _____ [cannot be more than five (5)] consecutive one (1) year Breaks in Service. [*This formula can only be used in (A)(2).*]

- f. Only after the Participant has attained the Plan's Normal Retirement Age or Early Retirement Age, if applicable.

B. Required Beginning Date:

The Required Beginning Date of a Participant with respect to the Plan is *(select one from below)*:

- ☐ 1. April 1 of the calendar year following the calendar year in which the Participant attains age 70½, or the calendar year in which the Participant retires, whichever is later.
- ☐ Except that such Participant may elect to begin receiving distributions as of April 1 of the calendar year following the calendar year in which the Participant attains age 70½. Any distributions made pursuant to such an election, if the participant has not yet retired, will not be considered required minimum distributions. Such distributions will be considered in-service distributions and as such, will be subject to applicable withholding.
- ☒ 2. April 1 of the calendar year following the calendar year in which the Participant attains age 70½ except that distributions to a Participant with respect to benefits accrued after the later of the adoption of this Plan or Effective Date of the amendment of this Plan must commence no later than the April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

C. Minimum Distribution Requirements:

- ☒ 1. **Election to Apply Five (5) Year Rule to Distributions to Designated Beneficiaries:**

If the Participant dies before distributions begin and there is a Designated Beneficiary, distribution to the Designated Beneficiary is not required to begin by the date specified in the Plan Document but the Participant's entire interest will be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to either the Participant or the surviving Spouse begin, this election will apply as if the surviving Spouse were the Participant. This election will apply to:

- ☐ a. all distributions.
- ☐ b. the following distributions: _____

- ☒ 2. **Election to Allow Participants or Beneficiaries to Elect Five (5) Year Rule:**

Participants or Beneficiaries may elect on an individual basis whether the five (5) year rule or the life expectancy rule described in the Plan Document applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under the Plan, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with Article VII of the Plan Document and, if applicable, the elections in Section XVI(C)(1) above.

D. Forms of Payment (select all that apply):

The normal form of payment is determined at Section III(F) of this Adoption Agreement.

- ☐ 1. Lump sum.
- ☒ 2. Installment payments.
- ☒ 3. Partial payments; the minimum amount will be \$0.
- ☐ 4. Life annuity.
- ☐ 5. Term certain annuity with payments guaranteed for _____ years [not to exceed twenty (20)].
- ☐ 6. Joint and ☐ 50%, ☐ 66 2/3%, ☐ 75% or ☐ 100% survivor annuity.
- ☐ 7. Contingent annuity.

E. **Type of Payment (select all that apply):**

- ☒ 1. Cash.
- ☐ 2. Employer securities.
- ☐ 3. Other marketable securities.
- ☐ 4. Other in-kind payments.

F. **Application of Involuntary Cash-out Provisions:**

- ☒ 1. The Plan shall not make involuntary cash-outs to any terminated vested Participant. Distributions will only be made with the consent of the Participant.
- ☐ 2. The Plan shall make involuntary cash-outs to a terminated vested Participant as follows:
 - ☐ a. The Plan shall make involuntary cash-out distributions of Vested Account Balances of less than \$200. Distribution of amounts \$200 or greater shall only be made with the consent of the Participant.
 - ☐ b. The Plan shall make involuntary cash-out distributions of Vested Account Balances of \$1,000 or less. Distribution of amounts greater than \$1,000 shall only be made with the consent of the Participant.
 - ☐ c. The Plan shall make automatic rollovers of Vested Account Balances that are greater than \$1,000 but are not more than \$5,000 in accordance with the provisions of Article VI of the Plan Document.
 - ☐ d. The Plan shall make automatic rollovers of Vested Account Balances that are not more than \$5,000 in accordance with the provisions of Article VI of the Plan Document.
- ☐ 3. In determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules, the Plan:
 - ☐ a. elects to exclude Rollover Contributions with respect to distributions made after _____ with respect to Participants who separated from service after _____.
 - ☐ b. elects to include Rollover Contributions when determining such value.

If no selection is made, the Plan will exclude Rollover Contributions when determining the value of the Participant's nonforfeitable account balance for involuntary cash-out purposes.

G. **Distribution Upon Severance from Employment Due to Acquisition of Employer:**

- ☒ 1. Not applicable.
- ☐ 2. Distribution upon severance from employment as described in the Plan Document shall apply for distributions after _____ (no earlier than December 31, 2001) regardless of when the severance from employment occurred.
- ☐ 3. Distribution upon severance from employment as described in the Plan Document shall apply for distributions after _____ (no earlier than December 31, 2001) for severance from employment occurring after _____ (enter the Effective Date if different than the Effective Date above).

H. **Direct Rollovers:**

For purposes of the direct rollover provisions of the Plan, the following will also be treated as Eligible Rollover Distributions in 2009 (check one or none):

- ☐ 1. 2009 RMDs and Extended 2009 RMDs (both as defined in the Plan).
- ☐ 2. 2009 RMDs (as defined in the Plan) but only if paid with an additional amount that is an Eligible Rollover Distribution without regard to Code Section 401(a)(9)(H).

XVII. **SIGNATURES**

Completion of this Adoption Agreement requires consideration of complex tax and legal issues. The Employer should consult with or should obtain the advice of its legal counsel and/or tax advisor before executing this Adoption Agreement. By executing this Adoption Agreement, the Employer acknowledges that it is a legal document with significant tax and legal ramifications. The Employer understands that its failure to properly complete or amend this Adoption Agreement may result in failure of the Plan to qualify or in disqualification of the Plan.

A. **Employer:** Illinois Public Pension Fund Association

This Adoption Agreement and the corresponding provisions of the Plan Document are adopted by the Employer this 17 day of Oct, 2014.

Executed on behalf of the Employer by: Illinois Public Pension Fund Association

Title: President

Signature: 

B. **Trust Agreement:**

- ☐ Plan assets will be invested solely in group annuity contracts. There is no separate Trustee and the terms of the contract(s) will apply.
- ☒ Plan assets are all held in a tax qualified Trust. The Trust provisions used will be as contained in the Plan Document.
- ☐ Plan assets are all held in a tax qualified Trust. The Trust provisions used will be as contained in the accompanying executed Trust Agreement between the Employer and the Trustee attached hereto.
- ☐ Other:

C. **Trustee:**

- ☒ The Trustee appointed shall act in the capacity of non-discretionary directed Trustee.
- ☐ The Trustee appointed shall act in the capacity of a discretionary Trustee.

Name and address of Trustee:

The Employer's Plan as contained herein is accepted by the Trustee this _____ day of _____, _____.

Accepted on behalf of the Trustee by: _____

Title: _____

Signature: _____

Accepted on behalf of the Trustee by: _____

Title: _____

Signature: _____

Accepted on behalf of the Trustee by: _____

Title: _____

Signature:

(Add additional pages as necessary)

SCHEDULE A

PRIOR PLAN PROVISIONS

This Schedule should be used by the adopting Employer if a prior plan contains provisions not found in the Plan Document, or where the Employer wishes to document transactions or historical provisions of the Employer's Plan.

1. **Plan Provision:** _____

Effective Date: _____

2. **Plan Provision:** _____

Effective Date: _____

3. **Plan Provision:** _____

Effective Date: _____

4. **Plan Provision:** _____

Effective Date: _____

5. **Plan Provision:** _____

Effective Date: _____



MANAGED ADVICE®
INVESTMENT ADVISORY AGREEMENT

Account Number(s) QT62868 / Plan Name(s): The Wise Choice 401(a) Plan

This Agreement is made by and between **Transamerica Retirement Advisors, LLC** ("Transamerica"), and Illinois Public Pension Fund Association ("Sponsor") on behalf of the above-referenced plan(s) (each a "Plan" and collectively the "Plans") and is effective as of January 2, 2019.

I. APPOINTMENT

This Agreement shall not be effective with respect to a Plan unless Transamerica's affiliate, Transamerica Retirement Solutions, LLC ("TRS"), is the recordkeeper of the Plan under a separate services agreement with the Plan ("TRS Services Agreement") pursuant to which TRS makes available the *Managed Advice*® service to the Plan. Subject to the satisfaction of the foregoing conditions, Sponsor hereby appoints Transamerica to provide the services specified below on the terms and conditions herein set forth and authorizes the investment advice arrangement pursuant to which investment advice is provided to Plan participants and beneficiaries hereunder.

II. SERVICES

- A. Sponsor hereby appoints Transamerica to serve as, and Transamerica agrees to serve as, an investment manager for the *Managed Advice* service on behalf of the Plan's participants and beneficiaries. Sponsor also grants Transamerica the authority to appoint an "independent financial expert," as that term is used in the Department of Labor's Advisory Opinion 2001-09A (December 14, 2001)(the "SunAmerica Letter") and also to appoint an investment manager within the meaning of Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for the *Managed Advice* service. Transamerica has engaged Morningstar Investment Management LLC ("Morningstar") to act as an independent financial expert for the *Managed Advice* service.

Transamerica's service under the Agreement shall consist of the provision of investment management and advisory services based on an investment methodology developed by Morningstar. Morningstar will construct and manage, design and maintain asset allocation model portfolios ("Portfolios") for use under the *Managed Advice* service. Each Portfolio shall consist solely of investment options available under the Plan and shall be designed to provide varying asset allocation mixes of equity, fixed income, and other investments. As part of the *Managed Advice* service, the accounts of Plan participants and beneficiaries are rebalanced and reallocated periodically, managing risk and return as participants' settings and goals change over time. A more detailed description of the *Managed Advice* Service is set forth on the attached Schedule A and made a part of this Agreement.

- B. Morningstar has represented to Transamerica that it will construct the Portfolios in accordance with generally accepted investment principles, and consistent with ERISA's fiduciary standards, other

applicable federal or state laws and the rules and regulations promulgated thereunder.¹ Upon request, Transamerica will provide to the responsible Plan fiduciary information explaining Morningstar's guidelines and portfolio construction methodology.

- C. If the Sponsor elects in the TRS Services Agreement for the Portfolios to be used as qualified default investment alternatives ("QDIA") under the Plan(s) within the meaning of ERISA and applicable regulations, Sponsor understands and agrees that Morningstar will construct such Portfolios accordingly. If the Portfolios will be used as the Plan's QDIA, Transamerica has agreed to serve as manager of a "managed account" QDIA option within the meaning of the QDIA regulation at 29 C.F.R. § 2550.404c-5(e)(4)(iii).
- D. In providing the investment management services with respect to the Portfolios, Transamerica will act as a fiduciary under ERISA and will serve as an "investment manager" as defined in Section 3(38) of ERISA. Morningstar has represented to Transamerica that in providing its services, Morningstar will act as a fiduciary as defined in Section 3(21)(A)(ii) under ERISA to Transamerica. Sponsor understands and agrees that Transamerica shall have or exercise fiduciary discretion with respect to the Portfolios.
- E. In providing services with respect to the Portfolios, Transamerica agrees to furnish certain disclosures of material information and assumptions that it or Morningstar uses that are or may be required under the applicable laws, rules and regulations, including U.S. Department of Labor Regulation section 2550.404c-5 if applicable
- F. Sponsor understands and agrees that Sponsor or other responsible Plan fiduciary appointed by Sponsor for such purpose is solely responsible for the selection and monitoring of the Plan's investment alternatives and, if applicable, QDIA. If the Portfolios are used as the Plan's QDIA, Sponsor understands and agrees that Sponsor or other responsible Plan fiduciary appointed by Sponsor for such purpose has a continuing fiduciary duty under ERISA to oversee, evaluate and approve or disapprove the appropriateness of the Plan's continued use of the *Managed Advice* service as the Plan's QDIA or the use of Transamerica as the QDIA's investment manager.
- G. Sponsor acknowledges that the provision of the *Managed Advice* service is subject to Schedule A.
- H. Except as otherwise expressly provided in this Agreement, Transamerica has no authority or responsibility with respect to: (i) the selection, monitoring, retention, or termination of asset classes or investment options within the Plan; (ii) the management, administration, valuation or custody of Plan assets; (iii) any investment decision of any nature whatsoever of another Plan fiduciary, another investment manager, or other person with respect to the Plan or any account thereunder; (iv) the performance of any other investment manager; (v) the failure of any other investment manager or fund manager to adhere to any of its policies and procedures governing investments; or (vi) any change in value in any or all of the Plan's assets. No guarantees or representations have been made or implied by Transamerica with respect to the success of the management or performance of the Portfolios (and the underlying investment options) or that any particular result will be achieved.

¹ There may be certain Plans that are not considered plans subject to ERISA. However, such Plans are governed by other applicable federal and/or state law, rules and guidance. Accordingly, for purposes of this Agreement, with regard to such non-ERISA Plans, reference to terms found in ERISA or any ERISA requirements discussed herein shall instead mean the similar term or requirement, if any, set forth in the relevant applicable federal and/or state law, rule or guidance.

- I. Transamerica agrees to provide administration, investment education, investment advisory and related support services to the Plan, Plan's participants and beneficiaries that support the investment management services provided through *Managed Advice*. These support services (the "MA Support Services") are the services specified in Schedule A, as may be amended from time to time by the mutual written agreement of the parties.
- J. Sponsor agrees, understands and acknowledges that Transamerica assumes only the specific and limited fiduciary responsibility and liability attendant to the construction of the Portfolios and related investment support and advisory services (the MA Support Services) as described in this Agreement and will not be considered a fiduciary of the Plan or to the Plan's participants for any other purpose as a result of this Agreement, including, but not limited to, distribution and rollover IRA services.
- K. Depending on the service, the MA Support Services will be delivered by website or Transamerica's administrative systems, by teleconference at in-person meetings between the Plan participant or beneficiary and an investment adviser representative of Transamerica ("Retirement Counselors").
- L. Transamerica agrees to deliver the MA Support Services in accordance with generally accepted investment principles, applicable provisions of ERISA, other applicable federal or state securities laws and the rules and regulations promulgated thereunder. Upon request, Transamerica will provide to the responsible Plan fiduciary information explaining its guidelines and processes regarding the delivery of the MA Support Services.
- M. In providing the *Managed Advice* services to a Plan participant or beneficiary, Transamerica agrees to furnish certain disclosures of material information and assumptions if required under applicable laws, rules and regulations. Among other things, Transamerica shall make available to Plan participants or beneficiaries receiving *Managed Advice* services the following information to the extent not otherwise provided to a Plan participant or beneficiary with their retirement plan materials:
 - 1. A description of all fees or other compensation that Transamerica or any affiliate thereof is to receive (including compensation provided by any third party) in connection with— (a) the provision of the advice hereunder; or (b) the sale, acquisition, or holding of any security or other property pursuant to such advice;
 - 2. A description of the types of services provided by Transamerica in connection with the *Managed Advice* services and any limitations or restrictions thereon; and
 - 3. A notice that Transamerica is acting as a fiduciary of the Plan in connection with the provision of advice.
- N. Transamerica shall not have any proxy voting or other execution powers under the Plan, this Agreement, or otherwise. Sponsor has designated a person or persons other than Transamerica to vote proxies with respect to the Plan's investment options.
- O. Notwithstanding any otherwise conflicting provision herein, Sponsor understands and agrees that the Plan's investment options shall be held by a custodian or trustee duly appointed by Plan Sponsor. Except with respect to any fee deduction described in Section III, nothing contained herein shall be deemed to authorize Transamerica to take or receive physical possession of any of the assets of the Plan.

- P. Transamerica does not have, and will not exercise any, fiduciary discretion with respect to the provision of the MA Support Services. In providing any investment advisory services to participants with respect to the MA Support Services, Transamerica will act as a fiduciary of the Plan under ERISA by reason of the provision of investment advice referred to in section 3(21)(A)(ii) of ERISA.
- Q. Sponsor represents that any participant data provided from Sponsor to Transamerica for use in creating the Portfolios is true, correct and complete to the best of Sponsor's knowledge. Sponsor agrees that to the extent Sponsor provides incorrect participant data to Transamerica for use in creating the Portfolios, Transamerica will not be responsible for any participant losses that occur as a result of the use of such incorrect data. Sponsor further agrees that Sponsor shall be responsible for any such losses.

III. FEES

- A. For Transamerica's provision of all services hereunder, Sponsor hereby authorizes the deduction of a participant fee at an effective annual rate of 0.45% based upon the average daily net asset value of participants' account assets allocated to the Managed Advice service. This fee is accrued daily and is debited from a participant's account balance on a monthly basis. If a participant cancels participation in the Managed Advice service or if Sponsor terminates the TRS Services Agreement, the outstanding fee at the time of cancellation will be debited from the participant's account on the date of cancellation. These fees are subject to change, provided that all parties hereto agree to such change in writing. Affected participants will be notified prior to the institution of any such change.
- B. Sponsor acknowledges that any *Managed Advice* service fees shall be deducted directly from *Managed Advice* participant accounts. Transamerica, through TRS, will send Sponsor a statement for each quarter relating to fees to be deducted from each *Managed Advice* participant's account.
- C. The "MA One-On-One Advisory Services," set forth on Schedule A hereto, are provided at no additional cost to participants.

IV. INDEMNIFICATION

- A. Transamerica agrees to hold harmless from and indemnify Sponsor against any and all claims, expenses, liabilities, damages and losses (including attorney's fees) directly or indirectly incurred or resulting from the negligence or intentional misconduct, breach of any of the acknowledgements, representations, warranties duties or agreements under this Agreement, or breach of applicable law by Transamerica or any entity or person controlling, controlled by or under common control with Transamerica ("Affiliate").
- B. Sponsor agrees to hold Transamerica and any Affiliate harmless from and indemnify Transamerica and its Affiliates against any and all claims, expenses, liabilities, damage and losses (including attorney's fees) directly or indirectly incurred or resulting from Sponsor's negligence or intentional misconduct, breach of any of the acknowledgements, representations, warranties, or duties under this Agreement or breach of applicable law.

V. ARBITRATION AND DISPUTE RESOLUTION

Please Read This Following Clause Carefully—It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

- A. Agreement to Binding Arbitration - All claims arising out of or relating to this Agreement shall be finally settled by binding arbitration administered by JAMS in accordance with the provisions of the JAMS Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable (except for the class action waiver below).

The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's decision shall be final, binding, and non-appealable in court. Judgment upon the award may be entered and enforced in any court having jurisdiction. The arbitrator's award will consist of a written statement stating the disposition of each claim and will include a concise written statement of the essential findings and conclusions on which the award is based. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to this Agreement.

Either party may request a panel of three (3) arbitrators in lieu of only one (1) arbitrator. The parties will make reasonable efforts to agree upon a mutually satisfactory arbitrator chosen from the JAMS panel and the arbitrator(s) must be neutral. The arbitration shall take place in New York, New York. The interpretation and enforcement of this Agreement shall be governed by the Federal Arbitration Act. The parties agree that all proceedings before the arbitrators will remain confidential between the parties. However, either party may register the judgment on any arbitral award in an appropriate court, and the parties may disclose information regarding the arbitration if required by law or judicial decision.

This Agreement to binding arbitration in no way limits or affects the parties' rights under the Investment Advisers Act. The parties further agree that nothing in this Agreement precludes any party from filing or participating in administrative proceedings before government administrative agencies to address alleged violations of law enforced by those state agencies.

- B. JAMS' RULES GOVERNING THE ARBITRATION MAY BE ACCESSED AT WWW.JAMSADR.COM OR BY CALLING JAMS AT 800.352.5267. THE ARBITRATOR(S) SHALL AWARD TO THE PREVAILING PARTY, IF ANY, THE ATTORNEYS' FEES AND COSTS REASONABLY INCURRED BY THE PREVAILING PARTY IN CONNECTION WITH THE ARBITRATION. THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, THEY WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. THEY FURTHER UNDERSTAND THAT, IN SOME INSTANCES, THE COSTS OF ARBITRATION COULD EXCEED THE COSTS OF LITIGATION. THE PARTIES ALSO UNDERSTAND THAT ALTHOUGH ARBITRATION ALLOWS FOR THE DISCOVERY OR EXCHANGE OF NON-PRIVILEGED INFORMATION RELEVANT TO THE DISPUTE, THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

- C. **Class Action and Class Arbitration Waiver.** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”), and the parties expressly waive their right to file a Class Action in any forum. The arbitrator(s) is empowered to award full relief to an individual claimant, but any relief awarded cannot extend beyond that individual claimant. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. If any court or arbitrator(s) determines that the Class Action waiver set forth in this paragraph is void or unenforceable for any reason (including any alleged incompatibility with the Investment Advisors Act or other federal securities laws or regulations), or that an arbitration can proceed as a Class Action, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes. THE PARTIES UNDERSTAND THAT IN THE ABSENCE OF THIS AGREEMENT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.
- D. **Exception - Small Claims Court Claims.** Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.
- E. **Exclusive Venue for Litigation.** To the extent that the arbitration provisions set forth above do not apply, the parties agree that proper forum for any claims under this Agreement shall be in the courts of the State of New York for Westchester County or the United States District Court, Southern District of New York (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Westchester County, New York for any litigation other than small claims court actions.

VI. MISCELLANEOUS

- A. Sponsor and Transamerica each represent and warrant that they have the full authority and capacity to execute this instrument and to abide by the obligations undertaken herein.
- B. This instrument represents the entire understanding with respect to the subject matter hereof.
- C. This Agreement is governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law provisions. If a provision of this instrument is in conflict with such laws or is otherwise unenforceable, such provisions shall be deemed null and void only to the extent of such conflict or unenforceability, and shall be deemed separate from and shall not invalidate any provision of this instrument, which provisions shall remain in full force and effect.
- D. Sponsor agrees that Transamerica may communicate information required under this Agreement and any SEC-required disclosures to Sponsor through the e-mail address supplied by Sponsor. Sponsor will notify Transamerica of any change in its e-mail address immediately. Transamerica is entitled to rely on the most recent e-mail address provided by Sponsor.
- E. Sponsor hereby represents and warrants that it is the Plan's named fiduciary and that, in the event of its resignation or removal, Sponsor or another Plan fiduciary shall provide written notice to Transamerica at least 30 days in advance of the effective date of Sponsor's resignation or removal to the extent practical. Such notice shall specify whether or not there is a successor named fiduciary

and identify such successor fiduciary. Until the effective date of the appointment of, and acceptance of such appointment by, a successor fiduciary, Sponsor or other named fiduciary identified under the terms of the Plan shall have the full authority and responsibility to act for the Plan for purposes of this Agreement, and Transamerica may rely upon any act, direction or instruction hereunder of such fiduciary. A successor fiduciary shall have the power to represent the Plan and exercise all of the duties and obligations of Sponsor under the provisions of this Agreement.

- F. Transamerica is registered with the Securities and Exchange Commission (the “SEC”) as an investment advisor under the Investment Advisers Act of 1940. Sponsor acknowledges that Transamerica has provided to Sponsor Part 2 of Transamerica’s current Form ADV (“Brochure”) attached hereto, the Notice of Privacy Policy and the Summary of Business Continuity Plan. Sponsor may also review Transamerica’s Brochure on-line at trsretire.com at any time. Sponsor agrees to make the Brochure available to Plan participants, upon their request, for no additional charge. Transamerica agrees to maintain a current version of the Brochure on its website for Plan participants to view at any time.
- G. Sponsor may elect to terminate this Agreement at any time upon at least thirty (30) days’ advance written notice to Transamerica, subject to final payment of all fees due to Transamerica hereunder. Transamerica may elect to terminate this Agreement at any time upon at least ninety (90) days’ advance written notice to Sponsor. This Agreement shall terminate immediately with respect to a Plan if: (1) the Pension Services Agreement between Sponsor and TRS is terminated, or (2) the Plan fails to maintain an investment option line-up that meets the Plan Requirements, as described in Schedule A herein. Upon termination, it is Sponsor’s responsibility to monitor the Portfolios, and Transamerica will have no further obligation to act or render any service with respect to those Portfolios. Sponsor understands and agrees that any participant agreements in effect for the *Managed Advice* service will terminate immediately upon termination of this Agreement or the Pension Services Agreement. This Agreement may be amended by the parties provided such amendment is in writing and agreed to by the parties.
- H. Transamerica agrees to take all steps necessary to comply with SEC Regulation S-P and other laws, rules and regulations protecting the privacy of consumer and customer financial information applicable to investment advisers. To the extent Transamerica receives any nonpublic personal information to perform services on behalf of participants as contemplated under this Agreement, Transamerica agrees not to disclose or use any such information for any purpose other than to carry out the purposes for which the participant disclosed the information or as permitted by law in the ordinary course of business to carry out those purposes.
- I. This Agreement may not be assigned (as defined under Section 205(a)(2) of the Investment Advisers Act of 1940, as amended), amended or transferred by either Transamerica or Sponsor without the written consent of the other party.
- J. All rights in the services, systems and procedures used by Transamerica and TRS, including patent, copyright, trademark, trade secret software and any other intellectual property or proprietary right associated with the *Managed Advice* services are the exclusive property of Transamerica and its respective licensors and/or subcontractors. Nothing in this Agreement, by implication or otherwise, grants Sponsor any right or license to use any trademark or service mark of Transamerica or grants Sponsor any right or license to use any software, technology or other intellectual property other than as provided by Transamerica in order to enable Sponsor and participants to receive and use the *Managed Advice* services in accordance with this Agreement. Sponsor shall not, and shall not enable third parties to, reproduce, modify, create derivative works

of, or distribute any or all of Transamerica's or its affiliates' services or reverse engineer any of the software or other technology related thereto. Any reports, communications or other deliverables prepared using Sponsor, Plan and/or participant data will become the property of Sponsor, provided, however, that Transamerica or its affiliates, as applicable, shall remain the owner of any underlying templates, programs, systems or procedures used to create such reports, communications or deliverables.

K. Transamerica shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

L. Nothing in this Agreement shall serve as a waiver or limitation of any rights that Sponsor may have under the federal or state securities laws.

* * *

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date above-written.

Illinois Public Pension Fund Association On behalf of itself and the Plan(s)

Joel Babbitt

Authorized Signer

Administrator

Title

12/11/2018

Date

Joel J. Babbitt

Print Name

Transamerica Retirement Advisors, LLC

Authorized Signer

Title

Date

Print Name

SCHEDULE A
DESCRIPTION OF MANAGED ADVICE SERVICES AND
MA SUPPORT SERVICES

General Background: Transamerica Retirement Advisors, LLC (“Transamerica”) serves as investment manager for the *Managed Advice* service, and its affiliate, Transamerica Retirement Solutions, LLC (“TRS”) serves as recordkeeper for the Plan(s) pursuant to a separate pension services agreement (“TRS Services Agreement”). Transamerica has selected Morningstar Investment Management LLC (“Morningstar”) as an independent financial expert for the *Managed Advice* service. Morningstar will construct the Portfolios used in the *Managed Account* service, and will evaluate and review the investment options offered under the Plan for the purpose of constructing the Portfolios.

Morningstar will establish the Portfolios through its proprietary methodologies based on generally accepted investment principles. From time to time, but at least annually, Morningstar reviews the asset allocation of the Portfolios in light of market conditions and may reallocate and/or rebalance the Portfolios. Sponsor shall not be responsible for directing any changes to the Portfolios. The Portfolios are comprised of some or all of the investment options offered under the Plan (certain investment options may be excluded from any Portfolio, as determined by Morningstar). In constructing the Portfolios, Morningstar will not consider any investment in stock or other individual securities, self-directed brokerage accounts, or other assets not invested in the designated investment options available under the Plan. Morningstar may (or may not) decide to include within the *Managed Advice* service designated investment options that are Transamerica proprietary investment funds or stable value products offered by Transamerica affiliates. The Sponsor has read, understands and agrees to the attached *Managed Advice* service disclosure.

Sponsor agrees and acknowledges the following with respect to the *Managed Advice* service:

Plan Requirements:

1. Morningstar requires a minimum range of asset classes including cash equivalents, fixed income, and equities. These minimum criteria are set by Morningstar at its sole discretion.
2. Sponsor understands that certain investment options, including Transamerica affiliated investment options, will be evaluated on a case-by-case basis to determine if such options are eligible to be used within the Portfolios. Affiliated options managed by Transamerica or one of its affiliates may be selected by Morningstar to be used in the Portfolios.
3. If at any time the minimum criteria are not met, Transamerica will notify Sponsor as soon as administratively feasible of the issue. Sponsor then will have ninety (90) days to make any necessary changes in the Plans’ investment option line-up to meet the requirements. If Sponsor is unable to meet the requirements, this Agreement shall terminate and Transamerica’s obligations hereunder will cease immediately.

Affirmative Participant Enrollment:

1. Participants may affirmatively enroll in *Managed Advice* by visiting Sponsor’s retirement website at trsretire.com or by calling (844) 622-2133. Unless otherwise agreed to by Transamerica, Participants who utilize *Managed Advice* cannot select any other investment options offered by the

Plan(s), and cannot transfer to any other investment options (e.g. individual mutual funds) or rebalance their accounts while they are subscribed to the service.

2. Participants shall have the ability, at any time (excluding blackout periods), to unsubscribe to the *Managed Advice* service and elect any other investment options offered under the Plan(s).

Participant/Client Disclosure Requirements and Sign-offs:

1. TRS will identify to Sponsor, upon Sponsor's request, the number of participants who are utilizing *Managed Advice* and the aggregate amount of participant assets in the service.
2. TRS will send a retirement plan confirmation statement to the participants' email or home addresses on file (as applicable) upon implementation of any rebalancing transaction.
3. Any reference to "participants" shall also include "beneficiaries" enrolled in *Managed Advice* as the case may be.

Addition/Deletion of Investment Options under the Plan:

1. So long as agreed to by Morningstar, Sponsor may specify certain designated investment alternatives offered under the Plan to be available only to participants who utilize the *Managed Advice* service.
2. Sponsor will provide written instructions and a letter of intent to add or delete an underlying investment from the Plan(s) investment options.
3. Morningstar will review the request and Transamerica will inform Sponsor of whether the investment option being added meets Morningstar's requirements as an "eligible investment" with respect to the construction of the Portfolios, and/or if the investment lineup continues to meet the requirements after the deletion of an investment option. Based on the change in the Plan's investment line-up, Morningstar will determine whether it is appropriate to reallocate the Portfolios.

Periodic Investment Review & Rebalancing:

1. As a standard practice, subscribed accounts are systematically monitored and evaluated for a rebalance periodically. Certain accounts may not be rebalanced for a number of reasons including, but not limited to, de minimis account balances, accounts with market timing restrictions, and potentially other factors. In addition, Transamerica asks *Managed Advice* participants to review their accounts annually.

Ongoing Investment Allocation Changes:

1. Morningstar shall at any time in the future, subject to the procedures outlined in this Schedule A, be able to make changes to the Portfolios. Accordingly, Transamerica shall retain all discretionary management and control over such Portfolios including to replace or terminate Morningstar or to appoint an investment manager, within the meaning of Section 3(38) of ERISA, for the *Managed Advice* service.
2. Sponsor understands and agrees that Transamerica is not the Plan's recordkeeper and, therefore, will not implement any rebalances required by Morningstar or any investment option changes requested by Sponsor. Transamerica's affiliate, TRS, will implement any rebalances required by Morningstar or any investment option changes requested by Sponsor. TRS will also provide any written notification of such changes to Sponsor.

Limitations on addition/deletion of investment options and ongoing investment allocation changes:

When necessary, Morningstar will instruct TRS to implement rebalances or investment option additions or deletions or a combination thereof in the Portfolios. Sponsor understands that any applicable investment change fees shall apply.

Trade Restrictions: Standard trade restrictions will apply (redemption fees, etc.) provided that there can be no redemption fees on the QDIA option/Portfolios within 90 days.

Communication/Information Materials:

Transamerica will create, maintain and provide the following materials in a final format:

- Transamerica's Form ADV Brochure and any other required disclosure information will be made available online for Plan participants to view at any time.
- *Managed Advice* reporting.
- Materials targeted at defaulted Plan participants in an attempt to encourage them to actively engage and take full advantage of *Managed Advice* or select a different investment strategy.
- Any other materials or communication pieces illustrating *Managed Advice* objectives, fees and other expenses, if any, risks, and other information.

Sponsor will not modify or re-format (except to the extent permitted or required by Transamerica) any stand-alone communication/information materials related to the *Managed Advice* service. The Plan will be responsible for paying any applicable mailing or printing costs.

Other Requirements: Sponsor shall provide such information and data as required or reasonably requested by Transamerica to perform its duties hereunder. Transamerica's obligations specifically shall not include custody of assets or the provision of legal and tax advice.

MA One-on-One Advisory Support Services:

I. Transamerica will, through its retirement counselors, provide initial investment advisory support to a participant who calls in to Transamerica's designated phone line (or in-person, if on-site advisory personnel are available to participant), including the following, as applicable:

- (i) Discuss with Plan participants their retirement needs and goals and the recommended savings rate and retirement age based upon advice and outputs from Morningstar's engine;
- (ii) Discuss with Plan participants their investment needs;
- (iii) Discuss with participants the fundamentals of asset allocation, and having an appropriate mix of equity and fixed income investments;
- (iv) Explain the investments used in the Portfolios and how the participant's account will be invested through a portfolio based on the participant's information;
- (v) Discuss generally with Plan participants their current Plan investments; and
- (vi) Assist the participant with signing up for the *Managed Advice* service based on the recommendation provided in Section I(i) above.

II. Transamerica will provide ongoing investment advisory support to *Managed Advice* participants, so long as the participant has not cancelled *Managed Advice*, including the following, as applicable:

- (i) A retirement counselor will be available to answer questions , by phone (or in-person if on-site advisory personnel are available to participant), and review the Portfolios with the participant upon request at any time during normal business hours;
- (ii) Transamerica or a retirement counselor will on an annual basis contact and request, via electronic mail, regular U.S. mail, or phone, participants review and update their current situation as it relates to *Managed Advice*;
- (iii) A retirement counselor will be available to meet with the participant (either face-to-face or via teleconference, as applicable) at least annually to review the participant's account and determine if the participant has experienced any employment or financial changes that might impact the participant's elections under the *Managed Advice* service (such as a change in the participant's targeted retirement date); and
- (iv) At least once per year, Transamerica or the retirement counselor will provide an investment analysis report for the participant detailing their progress toward meeting the participant's retirement income goal.



Account Number: QT62868

THIS SPECIMEN PLAN AMENDMENT HAS BEEN PREPARED BY TRANSAMERICA RETIREMENT SOLUTIONS, LLC SOLELY AS A GUIDE FOR THE EMPLOYER'S ATTORNEY AND IS, OF COURSE, SUBJECT TO HIS OR HER LEGAL REVIEW AND ADVICE.

IN ADOPTING THE PLAN AMENDMENT CERTAIN FORMAL STEPS SHOULD BE TAKEN TO CONFIRM THE VALIDITY AND EFFECTIVE DATE OF SUCH ADOPTION. AS A GENERAL RULE, IT IS ADVISABLE TO RECORD IN THE MINUTES OF A MEETING OF THE EMPLOYER'S BOARD OF DIRECTORS A BRIEF SUMMARY OF THE ACTION TAKEN WITH RESPECT TO THE PLAN AMENDMENT AS WELL AS A RECITATION OF THE ADOPTION DATE AND THE EFFECTIVE DATE, IF DIFFERENT. THE ULTIMATE RESPONSIBILITY, OF COURSE, FOR THE TIMELY AND PROPER ADOPTION OF THE PLAN AMENDMENT RESTS WITH THE EMPLOYER AND ITS ATTORNEY.

This amendment must be dated and executed by December 31, 2017.

Amendment No. 2
to
The Wise Choice 401(a) Plan ("Plan")

Pursuant to the provisions of Article XII of the Plan, the Adoption Agreement of the Plan is hereby amended, effective September 1, 2017, to permit in-service withdrawals. There, the Adoption Agreement is amended as follows:

1. The following is substituted for subsection A. of Section XIII. **IN-SERVICE WITHDRAWALS:**

"A. **In-Service Withdrawals:**

- ☐ 1. In-service withdrawals are not permitted in the Plan.
- ☒ 2. In-service withdrawals are permitted in the Plan. Participants may withdraw the following contribution types after meeting the following requirements (*select one or more of the following options*):

Withdrawal Restrictions
Contribution Types

	A	B	C	D	E	F	G	H
a. All Contributions	n/a	n/a	n/a	☐	☐	n/a	n/a	n/a
b. Voluntary After-tax Contributions	☐	☐	☐	☐	☐	n/a	n/a	n/a
c. Rollover Contributions	☐	☐	☐	☐	☒	n/a	n/a	n/a
d. Vested Non-Elective (Formula 1)	☐	n/a	☐	☐	☒	☐	☐	☐
e. Vested Non-Elective (Formula 2)	☐	n/a	☐	☐	☐	☐	☐	☐

Withdrawal Restriction Key

- A. Not available for in-service withdrawals.
- B. Available for in-service withdrawals without restrictions.
- C. Participants having completed five (5) years of Plan participation may elect to withdraw all or any part of their Vested Account Balance.
- D. Participants may withdraw all or any part of their Account Balance after having attained the Plan's Normal Retirement Age.
- E. Participants may withdraw all or any part of their Vested Account Balance after having attained age 59½ (not less than age 59½).
- F. Participants may elect to withdraw all or any part of their Vested Account Balance which has been credited to their account for a period in excess of two (2) years.
- G. Available for withdrawal only if the Participant is 100% vested.
- H. All requirements selected in (C) through (G) above must be satisfied prior to a distribution being made from the Plan."

2. The following is added to **SCHEDULE A - PRIOR PLAN PROVISIONS:**

"2. **Plan Provision:** Prior to September 1, 2017, the Plan did not permit in-service withdrawals.

Effective Date: September 1, 2017"

IN WITNESS WHEREOF, the Employer hereby causes this amendment to be executed on the 5th day of June, 2017.

Employer: Illinois Public Pension Fund Association

By: *Joel Babbitt*

QT62868idpaa2/ss
December 31, 2017

Amendment No. 3 attached to and forming a part of the Transamerica Retirement Solutions, LLC Pension Services Agreement (“Agreement”) between Transamerica Retirement Solutions, LLC (“TRS”) and Illinois Public Pension Fund Association (“Employer”). Under this Agreement, TRS will provide administrative services for the following plan(s), collectively referred to hereafter as “Plan(s),” sponsored by the Employer.

Account Number	Plan Name
QT62868	The Wise Choice 401(a) Plan

Unless otherwise defined in this Amendment, capitalized terms have the same meaning as in the Agreement.

This Agreement is hereby amended as follows:

1. By the substitution of the following for the Transaction Processing Fees Section under the **FEE SCHEDULE**:

Transaction Processing Fees Section

In addition to any other compensation and/or fees described in the Fee Schedule, the following fees shall apply to the specific processing and administrative services described below:

Transaction Processing Fees (deducted from participant accounts) -- applicable to the below transactions if available under the Plan(s)

- Direct Rollover
- Direct Transfer to Another Plan or Provider
- Full Distribution
- Hardship Withdrawal
- In-service Distribution
- \$25 per transaction (paid by Employer)
- \$25 per transaction (paid by Employer)
- \$25 per transaction (paid by Employer)
- \$25 per transaction (paid by Employer)
- \$25 per transaction (paid by Employer)

Note: The fees above are waived when distributions are made: due to the participant’s death or disability; from a beneficiary’s account; as a direct rollover to a Transamerica IRA; to purchase an annuity through Transamerica; or as a Required Minimum Distribution. The fee is also waived on unscheduled withdrawals by a former participant until the final distribution from their account

- Qualified Domestic Relations Order (“QDRO”)
- Loan Maintenance (applies in addition to any Loan Set-Up Fee)
- \$250 per QDRO (paid by participant upon division of account)
- \$6.25 per quarter (paid by Employer, and not charged in the Plan quarter loan is issued/refinanced or paid-off)

This Amendment is effective May 15, 2018.

Employer

By: <u>Joel Babbitt</u>	<u>Administrator</u>	<u>5/29/2018</u>
Signature of Authorized Officer	Title	Date

Transamerica Retirement Solutions, LLC

By: Robert J. Vetter
(Authorized Senior Vice President)

QT62868sa3/kw



Account #: QT62868 00001

Plan Name: The Wise Choice for Public Employees

**Client Authorization to Change Distribution & Loan Administrative Provisions
for the Coronavirus Aid, Relief & Economic Security (CARES) Act**

This Client Authorization is a request to add the distribution and/or loan provisions noted below for the Plan referenced above. All changes will be applied to the Plan referenced above, as allowed by law, in accordance with the instructions that Transamerica receives from you, as indicated by checking the applicable boxes set forth below and returning the signed authorization to your Transamerica representative **at least three business days prior to the date you wish to make these provisions available to your eligible participants.**

Coronavirus-Related Distributions

As elected below, the Plan will allow Coronavirus-Related Distributions, up to a total of \$100,000, in accordance with Section 2202(a) of the CARES Act, to be made as of the date elected in this document and no later than December 30, 2020 to any participant who meets one of the following criteria (an “Eligible Participant”):

- Is diagnosed with a coronavirus (COVID-19 or SARS-CoV-2) illness by a test approved by the CDC.
- Has a spouse or dependent diagnosed with such coronavirus illness by a test approved by the CDC.
- Experiences “adverse financial consequences” as a result of a quarantine, furlough, lay-off, reduction in work hours, business closure, the lack of child care, or other factors determined by the IRS due to the coronavirus emergency.

Please note the following: In the case of a Plan that permits only a single lump sum distribution to a terminated participant, the availability of a Coronavirus-Related Distribution to a terminated participant will supersede the Plan’s otherwise applicable limitation on termination distributions. The undersigned Employer acknowledges that: (1) certain system functionality, including amount available for withdrawal, may not be available for Coronavirus-Related Distribution requests; and (2) Transamerica will rely solely on a Participant’s representation as to their qualification as an Eligible Participant.

Coronavirus-Related Increased Loan Limits

As elected below, the Plan will allow Eligible Participants, as defined above, to take loans up to the lesser of \$100,000 or 100% of the participant’s vested account balance, in accordance with Section 2202(b)(1) of the CARES Act, as of the date elected in this document and no later than September 22, 2020 (180 days from date of enactment).

Please note the following: The availability of a coronavirus-related loan will supersede the Plan’s otherwise applicable limitations on number of available loans and/or frequency with which a loan may be taken. The Employer acknowledges that: (1) Certain system functionality, including loan modeling, may not be available for coronavirus-related loan requests; and (2) Transamerica will rely solely on a Participant’s representation as to their qualification for this distribution.

CLIENT INSTRUCTION TO OFFER CORONAVIRUS-RELATED DISTRIBUTIONS AND/OR CORONAVIRUS-RELATED LOANS

☒ **Permit Both Coronavirus-Related Distributions and Coronavirus-Related Increased Loan Limits** beginning on 4/20/2020 [insert date] or as soon as administratively feasible thereafter.

☐ **Permit Coronavirus-Related Distributions** beginning on _____ [insert date] or as soon as administratively feasible thereafter.

☐ **Permit Coronavirus-Related Increased Loan Limits** beginning on _____ [insert date] or as soon as administratively feasible thereafter.

The Employer authorizes Transamerica to prepare a required amendment, if Transamerica provides document services, by the due date provided by the Internal Revenue Service.

IN WITNESS WHEREOF, the Employer hereby directs Transamerica Retirement Solutions to process CARES Act distributions and loans in accordance with the elections provided, and hereby causes these special provisions to be effective as of the date indicated above.

By: Joel Babbitt
Authorized Representative

Date: 4/9/2020 [Important]

Print Name: Joel J. Babbitt

Print Title: Administrator

Employer: IPPFA/NPPFA

Illinois Public Pension Fund Association
PROFIT SHARING GOVERNMENTAL PLAN
BASIC PLAN DOCUMENT

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The Wise Choice 401(a) Plan

Sponsored By

Illinois Public Pension Fund Association

This Plan in conjunction with the Adoption Agreement shall be interpreted in a manner consistent with the intention of the adopting Employer that this Plan satisfies Internal Revenue Code Sections 401 and 501. Any Plan established hereunder shall be so established for the exclusive benefit of Plan Participants and their Beneficiaries and shall be administered under the following terms and conditions:

ARTICLE I DEFINITIONS

1.1 Adoption Agreement

The document attached to this Plan by which an Employer elects the terms and conditions of a Qualified Plan established under this Basic Plan Document.

1.2 Allocation Date(s)

The date or dates on which Participant recordkeeping accounts are adjusted to reflect account activity including but not limited to contributions, loan distributions, Hardship withdrawals, as well as earnings activity including but not limited to income, capital gains or market fluctuations in accordance with Article V hereof. Unless the Plan Administrator in a uniform and nondiscriminatory manner designates otherwise, all allocations for a particular Plan Year will be made as of the Valuation Date of that Plan Year.

1.3 Annual Additions

The sum of the following amounts credited to a Participant's account for the Limitation Year:

- (a) Employer contributions (under Article III),
- (b) Employee contributions (under Article IV),
- (c) forfeitures,
- (d) Employer allocations under a Simplified Employee Pension Plan,
- (e) amounts allocated after March 31, 1984, to an individual medical account as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer (these amounts are treated as Annual Additions to a Defined Contribution Plan though they arise under a Defined Benefit Plan), and
- (f) amounts derived from contributions paid or accrued after 1985, in taxable years ending after 1985, which are attributable to a Welfare Benefit Fund [as defined in Code Section 419(e)] maintained by the Employer.

For purposes of applying the limitations of Code Section 415, the transfer of funds from one Qualified Plan to another is not considered an Annual Addition. The following are not Employee contributions for the purposes of Annual Additions:

- (g) Rollover Contributions [as defined in Code Sections 402(e)(6), 403(a)(4), 403(b)(8) and 408(d)(3)];
- (h) repayments of loans made to a Participant from the Plan;
- (i) repayments of distributions received by an Employee pursuant to Code Section 411(a)(7)(B) (cash-outs);
- (j) repayments of distributions received by an Employee pursuant to Code Section 411(a)(3)(D) (mandatory contributions); and
- (k) Employee contributions to a Simplified Employee Pension Plan excludible from gross income under Code Section 408(k)(6).

Employee and Employer make-up contributions under USERRA received during the current Limitation Year shall be treated as Annual Additions with respect to the Limitation Year to which the make-up contributions are attributable. Excess Amounts applied in a Limitation Year to reduce Employer contributions will be considered Annual Additions for such Limitation Year, pursuant to the provisions of Article IX.

1.4 **Applicable Calendar Year**

The First Distribution Calendar Year and each such succeeding calendar year. If payments commence in accordance with paragraph 7.6 before the Required Beginning Date, the Applicable Calendar Year is the year such payments commence. If distribution is in the form of an immediate annuity purchased after the Participant's death with the Participant's remaining interest, the Applicable Calendar Year is the year of purchase.

1.5 **Applicable Life Expectancy**

The life expectancy or joint and last survivor expectancy calculated using the attained age of the Participant or Beneficiary as of the Participant's or Beneficiary's birthday in the Applicable Calendar Year, reduced by one for each calendar year which has elapsed since the date life expectancy was first calculated.

1.6 **Beneficiary**

A "Beneficiary" is the recipient designated by the Participant to receive the Plan benefits payable upon the death of the Participant, or the recipient designated by a Beneficiary to receive any benefits which may be payable in the event of the Beneficiary's death prior to receiving the entire death benefit to which the Beneficiary is entitled. A "Designated Beneficiary" is any individual designated or determined in accordance with Code Section 401(a)(9) and the Regulations issued thereunder, except that it shall not include any person who becomes a beneficiary by virtue of the laws of inheritance or intestate succession.

1.7 **Break In Service**

(a) If the Hours of Service method is used in determining either an Employee's initial or continuing eligibility to participate in the Plan, or the nonforfeitable interest in the Employee's account balance derived from Employer contributions, a Break in Service is a twelve (12) consecutive month period during which the Employee has not completed more than five hundred (500) Hours of Service.

(b) For purposes of determining whether a Break in Service has occurred in a particular computation period, an Employee who is absent from work for maternity or paternity reasons shall receive credit for Hours of Service which would otherwise have been credited to such Employee but for such absence, or in any case in which such hours cannot be determined, with eight (8) Hours of Service per day of such absence. The Hours of Service to be so credited shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period or, in all other cases, in the following computation periods.

(c) With respect to determinations based on the Elapsed Time method, a Break in Service is a Severance Period of twelve (12) or more consecutive months. In the case of an Employee who is absent from work for maternity or paternity reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first day of such absence shall not constitute a Break in Service.

(d) Notwithstanding the foregoing, in the case of an Employee who is absent from work beyond the first anniversary of the first day of absence from work for maternity or paternity reasons, such period begins on the second anniversary of the first day of such absence. The period between the first and second anniversaries of said first day of absence from work is neither a Period of Service for which the Employee will receive credit nor is such period a Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the Employee, (2) by reason of the birth of a child of the Employee, (3) by reason of the placement of a child with the Employee in connection with the adoption of such child by such Employee, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

(e) An Employer adopting the Elapsed Time method is required to credit Periods of Service and, under the Service spanning rules, certain Periods of Severance of twelve (12) months or less. Under the first Service spanning rule, if an Employee severs from Service as a result of resignation, discharge or retirement and then returns to Service within twelve (12) months, the Period of Severance is required to be taken into account. A situation may arise in which an Employee is absent from Service for any reason other than resignation, discharge, retirement and during the absence a resignation, discharge or retirement occurs. The second Service spanning rule provides that, under such circumstances, the Plan is required to take into account the period of time between the severance from Service date (i.e., the date of resignation, discharge or retirement) and the first anniversary of the date on which the Employee was first absent, if the Employee returns to Service on or before such first anniversary date.

1.8 **Code**

The Internal Revenue Code of 1986, including any amendments thereto. Reference to any section or subsection of the Code, includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection, and also includes reference to any Regulation issued pursuant to or with respect to such section or subsection.

1.9 **Compensation**

The Employer may select one of the following three safe harbor definitions of Compensation in the Adoption Agreement.

(a) **Code Section 3401(a) Wages** – All remuneration received by an Employee for services performed for the Employer which are subject to Federal income tax withholding at the source. Unless elected otherwise in the Adoption Agreement, Compensation shall include any amount deferred under a Salary Deferral Agreement which is not includible in the gross income of a Participant under Code Section 125 in connection with a cafeteria plan, Code Section 402(e)(3) in connection with a cash or deferred plan, Code Section 402(h)(1)(B) in connection with a Simplified Employee Pension Plan, Code Section 401(k) in connection with a SIMPLE Retirement Account, Code Section 457 in connection with a Plan maintained under said Section, and Code Section 403(b) in connection with a tax-sheltered annuity plan. Wages are determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed [such as the exception for agricultural labor in Code Section 3401(a)(2)]. For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this paragraph, Compensation paid or made available during such Limitation Year shall include any elective deferral [as defined in Code Section 402(g)(3)], and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1), 403(b), or 457.

(b) **Code Sections 6041, 6051 And 6052 Reportable Wages** – All remuneration received by an Employee for services performed for the Employer that are required to be reported on Form W-2. Unless otherwise elected in the Adoption Agreement, Compensation shall include any amount deferred under a Salary Deferral Agreement which is not includible in the gross income of a Participant under Code Section 125 in connection with a cafeteria plan, Code Section 402(e)(3) in connection with a cash or deferred plan, Code Section 402(h)(1)(B) in connection with a Simplified Employee Pension Plan, and Code Section 403(b) in connection with a tax-sheltered annuity plan. A Participant's wages include remuneration defined at subparagraph (a) above and all other remuneration paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. Such amount must be determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed [such as the exception for agricultural labor in Code Section 3401(a)(2)]. For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this paragraph, Compensation paid or made available during such Limitation Year shall include any elective deferral [as defined in Code Section 402(g)(3)], and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1), 403(b) or 457.

(c) **Code Section 415 Compensation** – Compensation is defined as including:

- (1) Wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan, to the extent that the amounts are includible in gross income [or to the extent amounts would have been received and includible in gross income but for an election under Code Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)]. These amounts include but are not limited to commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a non-accountable plan as described in Regulation Section 1.62-2(c).
- (2) In the case of an Employee who is an Employee within the meaning of Code Section 401(c)(1) and the Regulations thereunder, the Employee's Earned Income [as described in Code Section 401(c)(2) and the Regulations thereunder], plus amounts deferred at the election of the Employee that would be includible in gross income but for the rules of Code Sections 402(e)(3), 402(h)(1)(B), 402(k), or 457(b).
- (3) The amount includible in the gross income of an Employee upon making the election described in Code Section 83(b).
- (4) Amounts that are includible in the gross income of an Employee under the rules of Code Sections 409A or 457(f)(1)(A) or because the amounts are constructively received by the Employee.
- (5) Amounts described in Code Sections 104(a)(3), 105(a) or 105(h), but only to the extent that these amounts are includible in the gross income of the Employee.

- (6) Amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Code Section 217.
 - (7) Payments made within 2½ months after severance from employment [as defined in Regulation Section 1.415(a)-1(f)(5)] or, if later, the end of the Limitation Year during which the severance occurred, will be Compensation within the meaning of Code Section 415(c)(3) if they are payments that, absent a severance from employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, and other similar compensation.
 - (8) Payments for unused accrued bona fide sick, vacation or other leave which :
 - (i) are paid by the later of 2 ½ months after severance from employment with the Employer maintaining the Plan or the end of the Limitation Year that includes the date of such severance from employment, and
 - (ii) would have been included in Compensation if they were paid to the Employee prior to a severance from employment if the Employee had continued in employment with the Employer maintaining the Plan,will be included, but only if the Employee would have been able to use the leave if employment had continued.
 - (9) If the Employer maintains such a plan, amounts received by an Employee pursuant to a nonqualified unfunded deferred compensation plan which:
 - (i) are paid by the later of 2 ½ months after severance from employment with the Employer or the end of the Limitation Year that includes the date of such severance from employment, and
 - (iii) would have been included in Compensation if they were paid prior to the Employee's severance from employment with the Employer maintaining the Plan,will be included, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.
- Any payments not described in (c) (7) , (8) or (9) above are not considered Compensation if paid after severance from employment, even if they are paid within 2½ months following severance from employment or within the appropriate Limitation Year, except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service [within the meaning of Code Section 414(u)(1)] to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.
- (10) The value of a nonstatutory option (which is an option other than a statutory option as defined in Regulation Section 1.421-1(b)) granted to an Employee by the Employer, but only to the extent that the value of the option is includible in the gross income of the Employee for the taxable year in which granted.
- Compensation does not include:
- (11) Amounts that exceed the Code Section 401(a)(17) limit.
 - (12) Amounts realized from the exercise of a non-statutory option [which is an option other than a statutory option as defined in Regulation Section 1.421-1(b)], or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.
 - (13) Amounts realized from the sale, exchange, or other disposition of stock acquired under a statutory stock option [as defined in Regulation Section 1.421-1(b)].

- (14) Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts that are described in Code Section 125).
- (15) Other items of remuneration that are similar to any of the items listed in paragraph (12) through (14) of this section.

Unless otherwise specified by the Employer in the Adoption Agreement, Compensation shall be determined as provided in Code Section 3401(a) [paragraph (a) above]. Notwithstanding any other provision to the contrary, if the Plan is an amendment and restatement of a Qualified Plan, for Plan Years ending prior to the Plan Year in which the amendment or restatement is adopted, Compensation shall have the meaning set forth in the Qualified Plan prior to its amendment.

Exclusions From Compensation A Participant's Compensation shall be determined in accordance with paragraph (a), (b) or (c) above and shall not exclude any item of income unless provided in the basic definition or elected by the Employer in the Adoption Agreement.

Annual Additions Except as elected on the Adoption Agreement, for purposes of Article IX, Compensation shall be Code Section 415 Compensation as described in paragraph 1.9(c). For Plan Years beginning before January 1, 1998, Compensation excludes amounts deferred under a plan of deferred Compensation as described at paragraph 1.9(c)(1). For Plan Years beginning after December 31, 1997, Compensation includes amounts deferred under a plan of deferred compensation as described at paragraph 1.9(c)(1). For purposes of applying the limitations of Article IX, Compensation for a Limitation Year is the Compensation actually paid or made available during such Limitation Year. For Limitation Years beginning after December 31, 1997, for purposes of applying the limitations of this paragraph, Compensation paid or made available during such Limitation Year shall include any elective deferral [as defined in Code Section 402(g)(3)], and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), or 457.

Net earnings shall be determined with regard to the deduction allowed to the taxpayer by Code Section 164(f) for taxable years beginning after December 31, 1989.

Contributions Made On Behalf Of Disabled Participants Compensation with respect to a Participant in a Defined Contribution Plan who is permanently and totally disabled [as defined in Code Section 22(e)(3)] is the Compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Compensation paid immediately before becoming permanently and totally disabled.

Computation Period The Plan Year, while eligible to participate, shall be the computation period for purposes of determining a Participant's Compensation, unless the Employer selects a different computation period in the Adoption Agreement.

Limitation On Compensation The annual Compensation of each Participant which may be taken into account for determining all benefits provided under the Plan for any year, shall not exceed the limitation as imposed by Code Section 401(a)(17), as adjusted under Code Section 401(a)(17)(B). If a Plan has a Plan Year that contains fewer than twelve (12) calendar months, the annual Compensation limit for that period is an amount equal to the limitation as imposed by Code Section 401(a)(17) as adjusted for the calendar year in which the Compensation period begins, multiplied by a fraction, the numerator of which is the number of full months in the short Plan Year and the denominator of which is twelve (12).

The annual Compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2007, shall not exceed \$230,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year or such other consecutive twelve (12) month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

USERRA For purposes of Employee and Employer make-up contributions, Compensation during the period of military service shall be deemed to be the Compensation the Employee would have received during such period if the Employee were not in qualified military service, based on the rate of pay the Employee would have received from the Employer but for the absence due to military leave. If the Compensation the Employee would have received during the leave is not reasonably certain, Compensation will be equal to the Employee's average Compensation from the Employer during the twelve (12) month period immediately preceding the military leave or, if shorter, the Employee's actual period of employment with the Employer.

Code Section 125 Arrangements If elected by the Employer in the Adoption Agreement, amounts under Code Section 125 include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage (deemed Code Section 125 Compensation). An amount will be treated as an amount under Code Section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

1.10 Custodian

The institution or institutions and any successors or assigns thereto, named in the Adoption Agreement, to hold the assets of the Plan as provided at paragraph 11.1 herein.

1.11 Defined Benefit Plan

A plan under which a Participant's benefit is determined by a formula contained in the plan and no Employee accounts are maintained for Participants.

1.12 [Reserved]

1.13 Defined Contribution Dollar Limitation

Effective for Limitation Years beginning on or after January 1, 2008, this limit is forty six thousand dollars (\$46,000) as adjusted by the Secretary of the Treasury for increases in the cost-of-living. This limitation shall be adjusted by the Secretary at the same time and in the same manner as under Code Section 415(d). Such increases will be in multiples of one thousand dollars (\$1,000).

1.14 Defined Contribution Plan

A plan under which Employee accounts are maintained for each Participant to which all contributions, forfeitures, investment income and gains or losses, and expenses are credited or deducted. A Participant's benefit under such plan is based solely on the fair market value of his or her account balance.

1.15 [Reserved]

1.16 Designated Beneficiary

The individual who is designated as the Beneficiary under paragraph 1.6 of the Basic Plan Document and who is the Designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-1 of the Treasury Regulations.

1.17 Direct Rollover

A payment made by the Plan to an Eligible Retirement Plan that is specified by the distributee or a payment received by the Plan from an Eligible Retirement Plan on behalf of a Participant or an Employee, if selected in the Adoption Agreement by the Employer. A direct rollover from a Roth 401(k) account under a qualified cash or deferred arrangement may only be made to another designated Roth account under an applicable retirement plan described in Code Section 402A(e)(1) or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under the rules of Code Section 402(c). Moreover, a Plan is permitted to treat the balance of the Participant's designated Roth account and the Participant's other accounts under the Plan as accounts held under two separate Plans (within the meaning of Code Section 414(l)) for purposes of applying the special rule in A-11 of Regulation Section 1.401(a)(31)-1 [under which a Plan will satisfy Code Section 401(a)(31) even though the Plan Administrator does not permit any distributee to elect a direct rollover with respect to eligible rollover distributions during a year that are reasonably expected to total less than \$200].

1.18 Disability

Unless the Employer has elected a different definition in the Adoption Agreement, Disability is defined as an illness or injury of a potentially permanent nature, expected to last for a continuous period of not less than twelve (12) months or can be expected to result in death, as certified by a physician satisfactory to the Employer, which prevents the Participant from engaging in any occupation for wage or profit for which the Employee is reasonably fitted by training, education or experience.

1.19 Distribution Calendar Year (Valuation Calendar Year)

A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the First Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the First Distribution Calendar Year is the calendar year in which distributions are required to begin under paragraph 7.5. The required minimum distribution for the Participant's First Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

1.20 Early Retirement Age

The age set by the Employer in the Adoption Agreement, not less than age fifty-five (55), at which a Participant becomes fully vested and is eligible to retire and receive his or her benefits under the Plan.

1.21 Early Retirement Date

The date elected by the Employer in the Adoption Agreement on which a Participant or former Participant has satisfied the Early Retirement Age requirements. If no election is made on the Adoption Agreement, it shall mean the date on which a Participant attains his or her Early Retirement Age.

A former Participant who has separated from Service after satisfying any service requirement but before satisfying the Early Retirement Age and who thereafter reaches the age requirement elected on the Adoption Agreement shall be entitled to receive benefits under the Plan (other than full vesting and any allocation of Employer contributions) as though the requirements for Early Retirement Age had been satisfied.

1.22 Effective Date

The date on which the Employer's Plan or amendment to such Plan becomes effective but in no event shall the Effective Date be earlier than the earliest effective date permitted under any applicable statutory or regulatory pronouncement.

1.23 Elapsed Time

For purposes of determining an Employee's initial or continued eligibility to participate in the Plan or the nonforfeitable interest in the Participant's account balance derived from Employer contributions, an Employee will receive credit for the aggregate of all time period(s) commencing with the Employee's first day of employment or reemployment and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day the Employee performs an Hour of Service. An Employee will also receive credit for any Period of Severance of less than twelve (12) consecutive months. Fractional periods of a year will be expressed in terms of days.

For purposes of this section, Hour of Service shall mean each hour for which an Employee is paid or entitled to payment for the performance of duties for the Employer.

Break in Service is a Period of Severance of at least twelve (12) consecutive months.

Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from service.

In the case of an individual who is absent from work for maternity or paternity reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Break in Service. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence:

- (a) by reason of the pregnancy of the individual,
- (b) by reason of the birth of a child of the individual,
- (c) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or
- (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

Each Employee will share in Employer contributions for the period beginning on the date the Employee commences participation under the Plan and ending on the date on which such Employee severs employment with the Employer or is no longer a member of an eligible class of Employees.

1.24 [Reserved]

1.25 Eligible Participant

Any Employee who is eligible to make a Voluntary After-tax Contribution or to receive an Employer Contribution (including forfeitures).

1.26 Eligible Retirement Plan

An Eligible Retirement Plan is an eligible Plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such Plan from this Plan, an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), a Roth IRA as described in Code Section 408(A) (provided the participant rolling over from the Plan meets any "modified adjusted gross income" restriction or other restriction that may apply during 2008 and 2009 under Code Section 408A (c)(3)(B)), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), or a Qualified Plan described in Code Section 401(a), which accepts the distributee's Eligible

Rollover Distribution. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p). However, in the case of an eligible rollover distribution to a Surviving Spouse, an Eligible Retirement Plan is an individual retirement annuity (other than an endowment contract) or an individual retirement account, or a Roth IRA (provided the restrictions of Code Section 408A)(c)(3)(B), if applicable, have been met for such distribution).

1.27 Eligible Rollover Distribution

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Participant except that an Eligible Rollover Distribution does not include:

- (a) any distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's Beneficiary, or for a specified period of ten (10) years or more,
- (b) any distribution to the extent such distribution is required under Code Section 401(a)(9),
- (c) any Hardship withdrawal distribution under Code Section 401(k)(2)(B)(i)(IV),
- (d) any excess amount that is returned to a Participant in accordance with paragraph 9.3,
- (e) any other distribution(s) that is reasonably expected to total less than \$200 during a year,
- (f) any PS 58 costs, and
- (g) any dividends paid on securities under Code Section 404(k).

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or individual retirement annuity described in Code Section 408(a) or (b) (other than an endowment contract), or to an annuity contract described in Code Section 403(b) or a qualified defined contribution Plan described in Code Section 401(a) or 403(a) and such contract or plan agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

1.28 Employee

The term Employee means (a) any person reported on the payroll records of the Employer as an Employee who is deemed by the Employer to be a common law Employee; (b) except for determining eligibility to participate in this Plan, any person reported on the payroll records of an affiliated Employer of the Employer or a participating Employer as an Employee who is deemed by the affiliated Employer to be a common law Employee, even if the affiliated Employer is not a participating Employer; and (c) any person who is considered a Leased Employee but who is not covered by a Plan described in Code Section 414(n)(5). However, the term Employee will not include any individual who is not reported on the payroll records of the Employer or an affiliated Employer as a common law Employee. If such person is later determined by the Employer or by a court or governmental agency to be or to have been an Employee, he or she will only be eligible for participation prospectively and may participate in the Plan as of the next entry date following such determination and after the satisfaction of all other eligibility requirements.

Leased Employees shall not be considered Employees for purposes of participation in the Plan unless otherwise elected by the Employer in the Adoption Agreement.

The term does not include any other common law employee or any Leased Employee. It is expressly intended that individuals not treated as common law employees by the Employer or a member of the same controlled group or affiliated service group on their payroll records, as identified by a specific job code or work status code, are to be excluded from Plan participation even if a court or administrative agency subsequently determines that such individuals are common law Employees and not independent contractors.

1.29 Employer

The organization that adopts this Plan including any entity that succeeds the Employer and adopts this Plan.

1.30 Entry Date

The date as of which an Employee who has satisfied the Plan's eligibility requirements enters or reenters the Plan, as defined in the Adoption Agreement.

1.31 Excess Annual Additions

The excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

1.32 Expected Year Of Service

An eligibility computation period during which an Employee is expected to complete a Year of Service (as defined in the Adoption Agreement) based upon their employment schedule or position. If an Employee who was not expected to complete a Year of Service actually completes the required number of Hours of Service during an applicable computation period, such Employee shall be deemed to have entered the Plan as of the same date they would have had the Employee been originally classified as expected to complete a Year of Service. In the event an Employee becomes a Participant under such circumstances, the Employee shall be eligible for an allocation of all contributions that would have been made on the Employee's behalf had the Employee been properly classified. If an Employee who was originally classified as not being expected to complete a Year of Service has a subsequent change in employment schedule or position such that the Employee would be considered as likely to complete a Year of Service, such Employee shall be eligible to participate in the Plan as of the earlier of the completion of the Service requirement specified in the Adoption Agreement on the reclassified basis or the actual completion of a Year of Service as it is defined in the Adoption Agreement. All Employees shall then enter the Plan as a Participant as of the next Entry Date following satisfaction of the eligibility requirements specified above.

1.33 First Distribution Calendar Year

For distributions beginning before the Participant's death, the First Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the First Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to paragraph 7.5.

1.34 Hardship

An immediate and heavy financial need of the Employee where such Employee lacks other available financial resources to satisfy such financial need.

1.35 [Reserved]

1.36 Hour Of Service

(a) Unless otherwise specified in the Adoption Agreement, each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours shall be credited to the Employee for the computation period in which the duties are performed, and

(b) each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty or leave of absence. No more than five hundred and one (501) Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such period need occur in a single computation period); and

(c) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c). These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.

(d) Hours of Service shall be credited for employment with the Employer. Hours of Service shall also be credited for any individual considered an Employee for purposes of this Plan.

(e) Solely for purposes of determining whether a Break in Service, as defined in paragraph 1.7, for participation and vesting purposes has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence by reason of the pregnancy of the individual, by reason of a birth of a child of the individual, by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited in the computation period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following computation period. No more than five hundred and one (501) hours will be credited under this paragraph.

(f) Notwithstanding paragraph (b), the Plan Administrator may elect for all Employees to apply one of the following equivalency methods in determining the Hours of Service of an Employee paid on an hourly or salaried basis. Under such equivalency methods, an Employee will be credited with either (1) one hundred ninety (190) Hours of Service for each month in which he or she is paid or entitled to payment for at least one (1) Hour of Service; or (2) ninety five (95) Hours of Service for each semi-monthly period in which he or she is paid or entitled to payment for at least one (1) Hour of Service; or (3) forty-five (45) Hours of Service for each week in which he or she is paid or

entitled to payment for at least one (1) Hour of Service; or (4) ten (10) Hours of Service for each day in which he or she is paid or entitled to payment for at least one (1) Hour of Service.

(g) Hours of Service shall be determined under the hours counting method as elected by the Employer in the Adoption Agreement. If no election is made, actual hours under the hours counting method will be used.

1.37 **Integration Level**

The amount of Compensation specified in the Adoption Agreement at or below which the rate of contributions or benefits (expressed in each case as a percentage of such Compensation) provided under the Plan is less than the rate of contributions or benefits (expressed in each case as a percentage of such Compensation) provided under the Plan with respect to Compensation above such level. The Adoption Agreement must specify an Integration Level in effect for the Plan Year for each Participant.

1.38 **Leased Employee**

Any person (other than an Employee of the recipient) within the meaning of Code Section 414(n)(2) and Section 414(o) who is not reported on the payroll records of the Employer as a common law Employee and who provides services to the Employer if (a) the services are provided under an agreement between the Employer and a leasing organization; (b) the person has performed services for the Employer or for the Employer and related persons as determined under Code Section 414(n)(6) on a substantially full time basis for a period of at least one year; and (c) the services are performed under the primary direction and control of the Employer. Contributions or benefits provided to a Leased Employee by the leasing organization attributable to services performed for the Employer will be treated as provided by the Employer.

A Leased Employee will not be considered an Employee of the recipient if he is covered by a money purchase plan providing (a) a non-integrated Employer contribution rate of at least ten percent (10%) of Code Section 415 Compensation, including amounts contributed by the Employer pursuant to a salary reduction agreement which are excludible from the Leased Employee's gross income under a cafeteria plan covered by Code Section 125, a cash or deferred Plan under Code Section 401(k), a SEP under Code Section 408(k) or a tax-deferred annuity under Code Section 403(b), and also including, for Plan Years beginning on or after January 1, 2001, any elective amounts that are not includible in the gross income of the Leased Employee because of Code Section 132(f)(4); (b) immediate participation; and (c) full and immediate vesting.

1.39 **Limitation Year**

The calendar year or such other twelve (12) consecutive month period designated by the Employer in the Adoption Agreement for purposes of determining the maximum Annual Additions to a Participant's account. All Qualified Plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different twelve (12) consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made. If no designation is made on the Adoption Agreement, the Limitation Year will automatically default to the Plan Year.

If a Plan is terminated effective as of a date other than the last day of the Plan's Limitation Year, the Plan is treated for purposes of this section as if the Plan was amended to change its Limitation Year. As a result of this deemed Amendment, the Code Section 415(c)(1)(A) dollar limit must be prorated under the short Limitation Year rules.

1.40 **Maximum Permissible Amount**

The maximum Annual Additions that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

(a) the Defined Contribution Dollar Limitation, or

(b) 100% of the Participant's Compensation for the Limitation Year.

The Compensation limitation referred to in (b) shall not apply to any contribution for medical benefits [within the meaning of Code Section 401(h) or Code Section 419A(f)(2)] which is otherwise treated as an Annual Addition under Code Sections 415(l)(1) or 419(d)(2). If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the Maximum Permissible Amount will not exceed the Defined Contribution Dollar Limitation multiplied by a fraction, the numerator of which is the number of months in the short Limitation Year and the denominator of which is twelve (12).

1.41 **Normal Retirement Age**

The age set by the Employer in the Adoption Agreement, or if later, the number of years of participation elected in the Adoption Agreement, if any, at which time a Participant becomes fully vested and is eligible to retire and receive his or her benefits under the Plan. If the Employer enforces a mandatory retirement age, the Normal Retirement Age is the lesser of that mandatory age or the age specified in the Adoption Agreement.

1.42 Normal Retirement Date

The date on which the Participant attains the Normal Retirement Age as elected in the Adoption Agreement. If no election is made on the Adoption Agreement, it shall mean the date on which a Participant attains his or her Normal Retirement Age.

1.43 Participant

Any current Employee who met the applicable eligibility requirements and reached his or her Entry Date and, where the context so requires, pursuant to the terms of the Plan, any living former Employee on whose behalf an Account is maintained or former Employee who has met the eligibility requirements.

1.44 Participant's Account Balance

The account balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (Valuation Calendar Year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account as of dates in the Valuation Calendar Year after the Valuation Date and decreased by distributions made in the Valuation Calendar Year after the Valuation Date. The account balance for the Valuation Calendar Year includes any amounts rolled over or transferred to the Plan either in the Valuation Calendar Year or in the Distribution Calendar Year if distributed or transferred in the Valuation Calendar Year.

1.45 Participant's Benefit

With respect to required distributions pursuant to paragraph 7.7, the account balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year increased by the amount of any contributions or forfeitures allocated to the account balance as of the dates in the calendar year after the Valuation Date and decreased by distributions made in the calendar year after the Valuation Date. A special exception exists for the second Distribution Calendar Year. For purposes of this paragraph, if any portion of the minimum distribution for the First Distribution Calendar Year is made in the second Distribution Calendar Year on or before the Required Beginning Date, the amount of the minimum distribution made in the second Distribution Calendar Year shall be treated as if it had been made in the immediately preceding Distribution Calendar Year.

1.46 Period Of Severance

For Plans using Elapsed Time for purposes of crediting Years of Service for eligibility, accrual of benefits and/or vesting, Employees will receive credit for all periods of Service from their date of hire (or rehire) until their next Period of Severance.

When using Elapsed Time:

- (a) a Break in Service shall mean a Period of Severance of at least twelve (12) months;
- (b) a Period of Severance is a continuous period of time during which the Employee is not employed by the Employer;
- (c) a Period of Severance begins on the date the Employee retires, quits, or is discharged, or if earlier, the twelve (12) month anniversary of the date on which the Employee was otherwise first absent from Service.

1.47 Plan

The Defined Contribution Plan of the Employer in the form of this Defined Contribution Plan and the applicable Adoption Agreement executed by the Employer as may be amended from time to time (which includes any addendum thereto). The Plan shall have the name specified in the Adoption Agreement.

1.48 Plan Administrator

The Employer or individual(s) or entity(ies) appointed by the Employer to administer the Plan as provided at paragraph 10.1 herein.

1.49 Plan Sponsor

The Employer who adopts this Defined Contribution Plan and accompanying Adoption Agreement.

1.50 Plan Year

The twelve (12) consecutive month period designated by the Employer in the Adoption Agreement.

1.51 [Reserved]

1.52 Prior Plan Year

The Plan Year immediately preceding the current Plan Year.

1.53 Qualified Domestic Relations Order (QDRO)

A Qualified Domestic Relations Order (QDRO) is a signed domestic relations order issued by a state court or agency which creates, recognizes or assigns to an alternate payee(s) the right to receive all or part of a Participant's Plan benefit and which meets the applicable requirements of Code Section 414(p). An alternate payee is a Spouse,

former Spouse, child, or other dependent who is treated as a Beneficiary under the Plan as a result of the QDRO. Unless elected otherwise by the Employer in the Adoption Agreement, the earliest date for payment of a QDRO to an alternate payee, is the date upon which the order is deemed qualified.

1.54 Qualified Early Retirement Age

Qualified Early Retirement Age is the latest of:

- (a) the earliest date under the Plan on which the Participant may elect to receive retirement benefits, or
- (b) the first day of the 120th month beginning before the Participant reaches Normal Retirement Age, or
- (c) the date the Participant begins participation.

1.55 Qualified Plan

Any pension, profit-sharing, stock bonus, or other plan which meets the requirements of Code Section 401(a) and includes a trust exempt from tax under Code Section 501(a) or any annuity plan described in Code Section 403(a).

Solely for purposes of Rollover Contributions, for Plan Years beginning after December 31, 2001, the term "Qualified Plan" includes a governmental Code Section 457(b) Plan, and a Code Section 403(b) annuity or plan.

1.56 Qualified Voluntary Contribution

A tax-deductible Voluntary Employee Contribution which was permitted to be made for the tax years 1982 through 1986. This type of contribution is no longer permitted to be made by a Participant. This Plan shall accept such type of contribution if made in a prior plan and an appropriate recordkeeping account will be established on behalf of the Participant.

1.57 Required Beginning Date

As elected in the Adoption Agreement, the Required Beginning Date will be defined in either subparagraph (a) or (b) below:

- (a) The Required Beginning Date of a Participant is April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70½ or (ii) the calendar year in which the Participant retires.
- (b) The Required Beginning Date of a Participant is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½, except that distributions to a Participant with respect to benefits accrued after the later of the adoption date of the Plan or effective date of the amendment of the Plan must commence by April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

158 Rollover Contribution

The Plan may accept a Rollover Contribution from any Eligible Retirement Plan described in Code Section 402(c)(8)(B), to the extent permitted in the Adoption Agreement. An Eligible Retirement Plan is:

- (1) another Qualified Plan;
- (2) an Individual Retirement Account or Individual Retirement Annuity (IRA), other than an endowment contract;
- (3) a Code Section 403(b) plan;
- (4) a governmental Code Section 457(b) plan.

If the distribution is from an IRA described in the preceding sentence, it is eligible for rollover into a Qualified Plan, but only to the extent it would be includible in gross income if it were not rolled over.

- (5) The term Rollover Contribution means an amount transferred to this Plan in a Trustee to Trustee transfer from another Qualified Plan and transferred to this Plan within sixty (60) days of receipt thereof.

1.59 Service

The period of current or prior employment with the Employer including any imputed period of employment which must be counted under USERRA. If the Employer maintains a plan of a predecessor employer, service for such predecessor shall be treated as Service for the Employer for the purpose(s) specified in the Adoption Agreement. Service is determined under an hours counting method or Elapsed Time method as selected by the Employer in the Adoption Agreement.

If the Employer has elected to use the Elapsed Time method to determine eligibility and/or vesting Service, the aggregate of the following (applied without duplication and except for periods of Service that may be disregarded under paragraph 8.5):

(a) Each period from an Employee's date of hire (or reemployment date) to his next Severance Date; and

(b) If an Employee performs an Hour of Service within twelve (12) months of a Severance Date, the period from such Severance Date to such Hour of Service. Service shall be credited for all periods when the Employer or an Affiliated Employer employs the Employee.

Service shall be measured in whole years and fractions of a year in months. For this purpose, (a) periods of less than a full year shall be aggregated on the basis that twelve (12) months or three hundred and sixty five (365) days equals a year, and (b) in aggregating days into months, thirty (30) days shall be rounded up to the nearest whole month. For purposes of determining Service, "Date of Hire" means the date on which an Employee first completes an Hour of Service and "reemployment date" means the date on which an Employee first completes an Hour of Service after a Severance Date.

1.60 Service Provider

An individual or business entity who is retained by the Plan Administrator on behalf of the Plan to provide specified administrative services to the Plan.

1.61 Severance Date

The date which is the earlier of:

(a) the date on which an Employee quits, retires, is discharged or dies; or

(b) the first anniversary of the first date of a period in which an Employee remains continuously absent from Service with an Employer or affiliate (with or without pay) for any reason other than quit, retirement, discharge or death.

1.62 Severance Period

Each period from an Employee's Severance Date to his next re-employment date for purposes of USERRA.

1.63 Simplified Employee Pension Plan

A plan under which the Employer makes contributions for eligible Employees pursuant to a written formula. Contributions are made to an individual retirement account which meets the requirements of Code Section 408(k).

1.64 Spouse (Surviving Spouse)

The individual to whom a Participant is married, or was married in the case of a deceased Participant who was married at the time of his or her death. A former Spouse will be treated in the same manner as a Spouse to the extent provided under a Qualified Domestic Relations Order as described in Code Section 414(p).

1.65 Taxable Wage Base

For plans with an allocation formula which takes into account the Employer's contribution under the Federal Insurance Contributions Act (FICA), the contribution and benefit base in effect under the Social Security Act (Section 203) at the beginning of the Plan Year.

1.66 Transfer Contribution

A non-taxable transfer of a Participant's benefit directly from a Qualified Plan to this Plan. This type of transfer does not constitute constructive receipt of plan assets.

1.67 Trust

The trust established in conjunction with the Plan, together with any and all amendments thereto which holds assets of the Plan held by or in the name of the Trustee or Custodian.

1.68 Trustee

An individual, individuals or corporation and any of its affiliates or any successor or assigns who are appointed or assigned in the Adoption Agreement or any duly appointed successor or assigns as provided for in paragraph 11.19.

1.69 Uniformed Services Employment And Reemployment Rights Act Of 1994 (USERRA)

The Uniformed Services Employment and Reemployment Rights Act of 1994, as amended. Notwithstanding any provision of the Plan to the contrary, contributions, benefits, Plan loan repayment, suspensions and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

1.70 Valuation Date

The last day of the Plan Year and such other date(s) as specified in the Adoption Agreement on which the fair market value of Plan assets is determined. The Trustee and/or Custodian may also value all or any portion of the assets of

the Trust on such other Valuation Dates as directed by the Plan Administrator, including but not limited to semi-annually, quarterly, monthly, or daily Valuation Dates.

1.71 Vested Account Balance

The aggregate value of the Participant's Vested Account Balances derived from Employer and Employee contributions (including Rollovers), whether vested before or upon death, including the proceeds of insurance contracts, if any, on the Participant's life. The provisions of Article VIII shall apply to a Participant who is vested in amounts attributable to Employer contributions, Employee contributions (or both) at the time of death or distribution.

1.72 Voluntary After-tax Contribution

Any contribution made to the Plan or any other Defined Contribution Plan by or on behalf of a Participant that is included in the Participant's gross income in the year in which made and that is maintained under a separate account to which earnings and losses are allocated.

1.73 Welfare Benefit Fund

Any fund that is part of a plan of the Employer, or has the effect of a plan, through which the Employer provides welfare benefits to Employees or their Beneficiaries. For these purposes, Welfare Benefit means any benefit other than those with respect to which Code Section 83(h) (relating to transfers of property in connection with the performance of services), Code Section 404 (relating to deductions for contributions to an Employees' trust or annuity and Compensation under a deferred payment plan), Code Section 404A (relating to certain foreign deferred compensation plans) apply. A "Fund" for purposes of this paragraph, is any social club, voluntary employee benefit association, supplemental unemployment benefit trust or qualified group legal service organization described in Code Section 501(c)(7), (9), (17) or (20); any trust, corporation, or other organization not exempt from income tax, or to the extent provided in regulations, any account held for an Employer by any person.

1.74 Year Of Service

(a) If elected in the Adoption Agreement, the hours counting method will be used in determining either an Employee's initial or continuing eligibility to participate in the Plan, or the nonforfeitable interest in the Participant's account balance derived from Employer contributions. A Year of Service is a twelve (12) consecutive month period in which an Employee has completed 1,000 Hours of Service (or such lower number as is specified in the Adoption Agreement).

(1) The eligibility computation period begins on the date the Employee first performs an Hour of Service (employment commencement date) and is a twelve (12) consecutive month period during which the Employee has completed the number of Hours of Service (not to exceed 1,000) as elected in the Adoption Agreement.

(2) The vesting computation period is a twelve (12) consecutive month period as elected by the Employer in the Adoption Agreement during which the Employee completed the number of Hours of Service [not to exceed 1,000] as elected in the Adoption Agreement. If no election is made, the Plan Year shall be used provided that in the event the Plan Year is changed, the "vesting computation period" shall be the twelve (12) consecutive month period determined in accordance with Department of Labor Regulation Section 2530.203-2(c), the provisions of which are incorporated herein by reference.

(b) Alternatively, if elected in the Adoption Agreement, the Elapsed Time method will be used in determining an Employee's initial or continuing eligibility to participate in the Plan, accrual of benefits, or the nonforfeitable interest in the Participant's account balance derived from Employer contributions. An Employee will receive credit for the aggregate of all time period(s) commencing with the Employee's first day of employment or reemployment and ending on the date a Period of Severance begins. The first day of employment or reemployment is the first day the Employee performs an Hour of Service for the Employer. An Employee will also receive credit for any Period of Severance of less than twelve (12) consecutive months. Fractional periods of a year will be expressed in terms of days. Years of Service will be determined in accordance with paragraph 1.74.

(1) A Break in Service under the Elapsed Time method as set forth in paragraph 1.23 is a Period of Severance of at least twelve (12) consecutive months. A Period of Severance is a continuous period of time during which the Employee is not employed by the Employer. The continuous period begins on the date the Employee retires, quits, is discharged or if earlier, the first twelve (12) month anniversary of the date on which the Employee is first absent from Service.

(2) In the case of an individual who is absent from work for maternity or paternity reasons, the twelve (12) consecutive month period beginning on the first anniversary of the first date of such absence from work for maternity or paternity reasons (i) by reason of the pregnancy of the individual, (ii) by reason of the birth of the child of the individual, (iii) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (iv) for purposes of caring for such child for a period beginning immediately following such birth or placement.

(c) Each Employee will share in Employer contributions for the period beginning on the date the Employee commences participation under the Plan and ending on the date on which such Employee terminates employment with the Employer or is no longer a member of an eligible class of Employees.

(d) If two (2) Years of Service are required as a condition of eligibility, a Participant will only have completed two (2) Years of Service for eligibility purposes upon the actual completion of two (2) consecutive Years of Service.

(e) The Employer may elect in the Adoption Agreement for purposes of determining a Participant's vested interest to disregard Years of Service prior to:

- (1) the time the Employer or any affiliate maintained the Plan or any predecessor plan; and
- (2) an Employee's attainment of a certain age, not to exceed age eighteen (18).

(f) An Employee's Years of Service under this Plan may be determined using the hours counting method or the Elapsed Time method or both. Unless otherwise elected in the Adoption Agreement, Years of Service shall be determined using the hours counting method on the basis of actual hours worked.

(g) If the Plan determines Service for a given purpose on one basis and an Employee transfers to Employment covered by this Plan from employment covered by another Qualified Plan which determines Service for such purpose on the other basis, and if the Employee's Service for the period during which he was covered by such other plan is required to be taken into consideration under this Plan for that purpose, then the following rules shall apply:

(1) If such Service was determined under the other plan using the hours counting method, then the period so taken into consideration through the close of the computation period in which such transfer occurs shall be:

(i) the number of Years of Service credited to the Employee for such purpose under such other plan as of the start of such computation period, and

(ii) for the computation period in which such transfer occurs, the greater of:

(A) his Service for such period as of the date of transfer determined under the rules of such other plan, or

(B) his Service for such period determined under the Elapsed Time rules of this Plan.

Service after the close of that computation period shall be determined for such purpose solely under the Elapsed Time rules of this Plan.

(2) If such Service was determined under the other plan using the Elapsed Time method, then the period taken into consideration shall be (i) the number of one-year periods of Service credited to the Employee under such other plan as of the date of the transfer, and (ii) for the computation period which includes the date of transfer, the Hours of Service equivalent to any fractional part of a Year of Service credited to him under such other plan. In determining such equivalency, the Employee shall be credited with one-hundred-ninety (190) Hours of Service for each month or fraction thereof.

If this Plan is an amendment and continuation of another Qualified Plan or if this Plan is amended and an effect of the amendment is to change the basis on which Years of Service are determined, the foregoing rules shall be applied as if each Employee had transferred employment on the effective date of such amendment.

If no election is made on the Adoption Agreement, the Plan will define a Year of Service as a twelve (12) consecutive month period in which an individual has completed 1,000 Hours of Service under the hours counting method.

ARTICLE II ELIGIBILITY REQUIREMENTS

2.1 Eligibility

Employees who meet the eligibility requirements in the Adoption Agreement on the Effective Date of the Plan shall become Participants as of the Effective Date of the Plan. If elected in the Adoption Agreement, all Employees employed on the Effective Date of the Plan may participate, even if they have not satisfied the Plan's specified eligibility requirements. Employees hired after the Effective Date of the Plan, upon meeting the eligibility requirements, shall become Participants on the applicable Entry Date. For amended and restated Plans, Employees who were Participants in the Plan prior to the Effective Date will continue to participate in the Plan, regardless of whether the Employee satisfies the eligibility requirements in the restated or amended Plan, unless otherwise elected in the Adoption Agreement. If no age and Service requirement are elected in the Adoption Agreement, an Employee will become a Participant on the date the individual first performs an Hour of Service for the Employer. The Employee must satisfy the eligibility requirements specified in the Adoption Agreement and be employed on the Entry Date to become a Participant in the Plan.

(a) In the event that an Employee has satisfied the eligibility requirements, but is not employed on the applicable Entry Date, such Employee will become a Participant for the purpose(s) for which an Employee had previously qualified upon his or her rehire.

(b) Except as otherwise provided in the Adoption Agreement, all Years of Service will be counted for purposes of determining whether an Employee has satisfied the Plan's Service eligibility requirement, if any. If a Participant has a Break in Service or Period of Severance, Service before that Break in Service or Period of Severance shall be reinstated as of the date the Employee is credited with an Hour of Service after incurring such Break in Service or Period of Severance.

(c) In the event an Employee who is not a member of an eligible class of Employees becomes a member of an eligible class, such Employee shall participate immediately if such Employee has satisfied the minimum age and Service requirements and would have previously become a Participant had he or she been in an eligible class.

(d) A former Participant shall be eligible to make Employee Contributions as permitted under the Plan as of the date on which the individual is rehired. Such contributions shall resume immediately (or as soon as administratively feasible) on or after his or her date of rehire. A former Employee who had become a Participant for the purpose of Employer contributions shall again become a Participant with respect to Employer Contributions on the date on which the individual is rehired.

(e) An Employee who has become a Participant under the Plan will remain a Participant for as long as an account is maintained under the Plan for his or her benefit, or until his or her death, if earlier.

(f) Each Employee will share in Employer contributions for the period beginning on the date the Employee commences participation under the Plan and ending on the date on which such Employee terminates employment with the Employer or is no longer a member of an eligible class of Employees.

2.2 Determination Of Eligibility

The Plan Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information provided by the Employer. Such determination shall be conclusive and binding on all individuals except as otherwise provided herein or by operation of law.

2.3 Change In Classification Of Employment

In the event a Participant becomes ineligible to participate because he or she is no longer a member of an eligible class of Employees (as elected by the Employer in the Adoption Agreement), Employee contributions will cease as soon as administratively practicable after the Participant becomes ineligible. Such Participant shall participate for the purpose(s) for which the Participant had previously qualified immediately (or as soon as administratively feasible) upon his or her return to an eligible class of Employees.

2.4 Participation

A Year of Service for participation in the Plan is an eligibility computation period during which an Employee completes the Hours of Service requirement (1,000 hours or less) elected by the Employer in the Adoption Agreement. If the Plan utilizes the Elapsed Time method of crediting Service, an eligibility computation period for which the Employee receives credit for a Year of Service will be determined under the Service crediting rules of paragraph 1.74. Plans that require Employees to complete more than one Year of Service in order to become a Participant must fully vest such Employee upon becoming a Participant in the Plan.

The initial eligibility computation period shall be the twelve (12) consecutive month period beginning on the Employee's employment commencement date (the first day an Employee completes an Hour of Service for the

Employer). The Plan will measure succeeding eligibility computation periods based on the Plan Year, unless otherwise elected in the Adoption Agreement. Where the subsequent computation periods are calculated on the basis of the Plan Year, an Employee who receives credit for the required number of Hours of Service during the initial computation period and then earns an additional Year of Service credit during the Plan Year commencing during the subsequent twelve (12) month period will be credited with two (2) Years of Service for purposes of eligibility to participate. Years of Service and Breaks in Service shall be measured on the same eligibility computation period. Notwithstanding the above, if the Plan requires more than one Year of Service to become a participant, succeeding computation periods will be measured based on anniversaries of the Employee's employment commencement date.

An Employer may specify in the Adoption Agreement a Service requirement for eligibility for participation in the Plan after completion of a specified number of months or Hours of Service. Any Service requirement based on months of Service may not require an Employee to complete more than one (1) Year of Service (1,000 Hours of Service) in a twelve (12) consecutive month period, or if applicable, two (2) Years of Service.

2.5 *Employment Rights*

Participation in the Plan shall not confer upon a Participant any employment rights, nor shall it interfere with the Employer's right to terminate the employment of any Employee at any time.

2.6 *Leased Employees*

A Leased Employee shall be treated as an Employee of the recipient Employer. Notwithstanding the foregoing, a Leased Employee shall not be considered an Employee of the recipient Employer for purposes of participation in the Plan unless otherwise elected in the Adoption Agreement. Contributions or benefits provided by the leasing organization which are attributable to services performed for the recipient Employer shall be treated as provided by the recipient Employer.

A Leased Employee shall not be considered an Employee of the recipient if such Employee is covered by a money purchase pension plan sponsored by the leasing organization providing:

(a) a non-integrated Employer contribution rate of at least 10% of Compensation [as defined in Code Section 415(c)(3)], but including amounts contributed pursuant to a salary reduction agreement which are excludable from the Employee's gross income under Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B) or 403(b),

(b) immediate participation, and

(c) full and immediate vesting.

This exclusion is only available if Leased Employees do not constitute more than 20% of the recipient's non-highly compensated work force. The Employer must specify in an addendum to the Adoption Agreement the manner in which the Plan will determine the allocation of Employer contributions and Participant forfeitures on behalf of a Participant if the Participant is a Leased Employee covered by a plan maintained by the leasing organization.

2.7 *[Reserved]*

2.8 *Omission Of Eligible Employee*

If, in any Plan Year, an Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after a contribution by his or her Employer for the Plan Year has been made, the Employer shall make any such correction regarding the Employee's eligibility under one of the IRS approved correction programs.

2.9 *Inclusion Of Ineligible Employee*

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is erroneously included and discovery of such incorrect inclusion is not made until after a contribution for the Plan Year has been made, the Employer shall not be entitled to recover the contribution made with respect to the ineligible individual regardless of the deductibility of the contribution in question. The contribution and any earnings made with respect to the ineligible person shall be forfeited in the Plan Year in which the discovery is made.

ARTICLE III EMPLOYER CONTRIBUTIONS

3.1 Contribution Amount

The Employer shall make periodic contributions to the Plan in accordance with the contribution formula or formulas elected in the Adoption Agreement.

The Employer's contribution (if any) may consist of (1) cash; (2) qualifying Employer securities or qualifying Employer real property; or (3) any other property acceptable to the Trustee and/or the Custodian. No contribution of property may be made to any Plan established hereunder which would result in a prohibited transaction.

The Employer shall also make other Employer contributions for the benefit of Participants who are covered by USERRA. Other Employer contributions for USERRA protected Service shall be made during the Plan Year in which the individual returns to employment with the Employer. Employer contributions required under USERRA are not increased or decreased with respect to Plan investment earnings for the period to which such contributions relate. The Employer's contribution for any Plan Year shall be subject to the limitations on allocations contained in Article IX.

If the Employer's Non-Elective Contribution utilizes permitted disparity the following rules will apply, as determined by the election made by the Employer in the Adoption Agreement. Only one plan maintained by the Employer may provide for permitted disparity.

(a) Excess Integrated Allocation Formula

(1) Step One: Any remaining Employer contributions will be allocated to all Participants in the ratio that their Compensation plus excess Compensation bears to the total Compensation plus excess Compensation of all Participants. Participants may receive an allocation of up to 5.7% of their Compensation plus excess Compensation, under this allocation step. If the Integration Level (as defined in the Adoption Agreement) is less than or equal to the greater of \$10,000 or 20% of the maximum, the 5.7% need not be reduced. If the amount specified is greater than the greater of \$10,000 or 20% of the maximum Taxable Wage Base, but not more than 80%, 5.7% must be reduced to 4.3%. If the amount specified is greater than 80% but less than 100% of the maximum Taxable Wage Base, the 5.7% must be reduced to 5.4%. If Employer contributions are insufficient to fund to this level, the Employer must determine the uniform allocation percentage to allocate to those Participants who have Compensation up to the Integration Level and excess Compensation. To determine this uniform allocation percentage, the Employer must take the remaining contribution and divide that amount by the total Compensation including excess Compensation of Participants.

(2) Step Two: Any remaining Employer contributions will be allocated to all Participants in the ratio that each Participant's Compensation bears to all Participants' Compensation.

(b) **Base Integrated Allocation Formula** – To the extent that such contributions are sufficient, they shall be allocated first, as a designated percentage of each eligible Participant's Compensation, plus a designated percentage of Compensation in excess of the Integration Level (as defined in the Adoption Agreement). The percentage of excess Compensation may not exceed the lesser of (i) the amount first specified in this paragraph or (ii) the greater of 5.7% or the percentage rate of tax under Code Section 3111(a) as in effect on the first day of the Plan Year attributable to the Old Age (OA) portion of the OASDI provisions of the Social Security Act. If the Employer specifies an Integration Level in the Adoption Agreement which is lower than the Taxable Wage Base for Social Security purposes (SSTWB) in effect as of the first day of the Plan Year, the percentage contributed with respect to excess Compensation must be adjusted. If the Plan's Integration Level is greater than the larger of \$10,000 or 20% of the SSTWB but not more than 80% of the SSTWB, the excess percentage is 4.3%. If the Plan's Integration Level is greater than 80% of the SSTWB but less than 100% of the SSTWB, the excess percentage is 5.4%.

3.2 Responsibility For Contributions

The Trustee (or the Custodian, if this is a Custodial Plan) shall not be required to determine if the Employer has made a contribution or if the amount contributed from its general assets is in accordance with the Code and the provisions elected in the Adoption Agreement. The Employer shall have sole responsibility in this regard. The Trustee or Custodian, if this is a Custodial Plan, shall be accountable solely for contributions actually received. The Employer shall have the responsibility to determine whether the Contribution is within the limits of Article IX.

3.3 Return Of Contributions

Contributions made to the Plan by the Employer shall be irrevocable except as provided below:

(a) Any contribution forwarded to the Trustee and/or Custodian due to a mistake of fact, provided that the contribution is returned to the Employer within one year of the date of the contribution. The Trustee and/or Custodian will not increase the amount of the Employer contribution returnable under this paragraph 3.3 for any earnings attributable to the contribution but the Trustee and/or Custodian will reduce the amount returned to the Employer for any losses incurred attributable to the excess contribution.

(b) In the event that the Commissioner of Internal Revenue determines that the Plan is not initially qualified under the Internal Revenue Code, any contribution dependent on the initial qualification by the Employer must be returned to the Employer within one year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

(c) Contributions forwarded to the Trustee or Custodian are presumed to be deductible and are conditioned on their deductibility. Contributions that are determined by the Internal Revenue Service to not be deductible will be returned to the Employer.

3.4 Eligibility For Contribution

The Employer will determine in the Adoption Agreement the conditions that Participants must meet in order to receive an allocation of an Employer contribution and any forfeitures, subject to the following:

(a) The Employer will elect in the Adoption Agreement whether any Employer contribution shall be allocated to any Participant who does not complete the necessary Hours of Service or consecutive calendar months requirement elected in the Adoption Agreement.

The Employer will elect in the Adoption Agreement whether a Participant will receive an allocation of the Employer's contribution if not employed on the last day of the Plan Year, or if applicable, the end of the Plan Year quarter.

(b) The Employer may elect in the Adoption Agreement any other conditions a Participant must meet to receive an allocation of a contribution under the Plan established hereunder.

3.5 Uniform Dollar Contribution

The Employer's contribution to a plan utilizing a uniform dollar allocation formula for a Plan Year shall be the same dollar amount to each Participant regardless of Compensation, Years of Service, age or any other variable set forth in the Adoption Agreement.

3.6 Uniform Points Contribution

The Employer's contribution to a Plan utilizing a uniform points allocation formula for a Plan Year shall be in the same ratio that each Participant's points, as elected in the Adoption Agreement, bears to the total points awarded to all Participants for the Plan Year.

ARTICLE IV EMPLOYEE CONTRIBUTIONS

4.1 Voluntary After-tax Contributions

If elected by an Employer in the Adoption Agreement, a Participant may make Voluntary After-tax Contributions to the Plan. These contributions are not excludable from the Participant's gross income. Such contributions are subject to the limitations on Annual Additions. Any Voluntary After-tax Contribution shall not be a condition precedent to the contribution or allocation of any Employer contribution to the Participant. Under any Plan established hereunder and if permitted in the Plan's loan policy document, a Participant may repay a defaulted loan from the Plan with voluntary after-tax dollars. The Employer may permit buy-back of amounts previously forfeited with after-tax dollars even if Voluntary After-tax Contributions are not permitted in the Plan. Repayment of loans made to a Participant and buy-backs of cash-outs as described in Code Section 411(a)(7)(B) will not be considered Annual Additions as described in Regulation Section 1.415-6(b)(6). These amounts are not subject to the limitation contained in Code Section 401(m) in the year in which made, as they are not considered Annual Additions pursuant to Code Section 415.

4.2 Qualified Voluntary Contributions

A Participant may no longer make Qualified Voluntary Contributions to the Plan for taxable years beginning after December 31, 1986. Amounts already contributed may remain in the Plan until distributed to the Participant. Such amounts will be maintained in a separate account that will be nonforfeitable at all times. The account will share in the gains and losses of the Trust in the same manner as described at paragraph 5.5 of the Plan. No part of the Qualified Voluntary Contribution Plan account will be used to purchase life insurance. The Participant may withdraw any part of the Qualified Voluntary Contribution account by making written application to the Plan Administrator.

4.3 Rollover Contributions

Unless elected otherwise in the Adoption Agreement, a Participant/Employee may make a Rollover Contribution to the Plan of all or any part of an amount distributed or distributable to him or her from a Qualified Plan or an individual retirement account or individual retirement annuity (IRA) described under Code Section 408 provided:

- (a) the amount distributed to the Participant/Employee is deposited to the Plan no later than the sixtieth day after such distribution was received by the Participant/Employee,
- (b) the amount distributed is not one of a series of substantially equal periodic payments made for the life (or life expectancy) of the Participant/Employee or the joint lives (or joint life expectancies) of the Participant/Employee and the Participant's/Employee's Beneficiary, or for a specified period of ten (10) years or more,
- (c) the amount distributed is not a required minimum distribution under Code Section 401(a)(9),
- (d) if the amount distributed included property, such property is rolled over only upon the Trustee, Custodian and/or Employer's approval, or if sold, the proceeds of such property may be rolled over,
- (e) the amount distributed would otherwise be includible in gross income, and
- (f) unless otherwise elected in the Adoption Agreement, the amount rolled over does not include any amounts contributed on an after-tax basis by the Participant to the Qualified Plan.

Unless otherwise elected in the Adoption Agreement, an Employee is not required to be a Participant in order to make a Rollover Contribution. However, rollover amounts will not be accepted from Employees who are excluded from participation in the Plan by job classification.

If elected by the Employer in the Adoption Agreement, the Plan will accept Participant Rollover Contributions and/or Direct Rollovers of distributions from the types of plans specified in the Adoption Agreement, beginning on the Effective Date specified in the Adoption Agreement.

The Plan Administrator shall be held solely responsible for determining the tax-free status of any Rollover Contribution made to this Plan, and the Trustee and/or Custodian shall have no responsibility for any such determination.

4.4 Voluntary Direct Transfers Between Plans

- (a) A Participant or an Employee may arrange for the direct transfer of his or her entire benefit from another Qualified Plan to the Plan established hereunder. Such transfer shall be made for any reason and may be in cash and/or in-kind. The Employer, the Trustee and/or Custodian, if applicable, in their sole discretion shall have the right to refuse to accept a transfer for any reason including but not limited to the following reasons: that such assets do not comply operationally; the assets are not readily marketable; or they are not compatible with the Employer's investment policy objectives. If necessary, for accounting and recordkeeping purposes, Transfer Contributions shall be treated in the same manner as Rollover Contributions.

(b) The Employer may arrange for the direct transfer of a Participant's or Employee's benefit from a Qualified Plan to this Plan. If necessary, for accounting and recordkeeping purposes, Transfer Contributions shall be treated in the same manner as Rollover Contributions.

(c) In the event the Employer accepts a Transfer Contribution from a Plan in which the Participant or Employee was directing the investment of his or her account, the Employer may, if the Employer determines that it is appropriate, permit the Participant or Employee to continue to direct his or her investments in accordance with paragraph 10.7 with respect only to such Transfer Contribution.

(d) Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under the Plan established hereunder permits a distribution prior to the Employee's Normal Retirement Age, death, Disability, or severance from employment, and prior to Plan termination, the optional form of benefit is not available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred, within the meaning of Code Section 414, to this Plan from a money purchase pension plan qualified under Code Section 401(a) (other than any portion of those assets and liabilities attributable to Voluntary After-tax Contributions).

4.5 ***Make-Up Contributions Under USERRA***

A Participant who has the right to make-up Voluntary After-tax Contributions under USERRA shall be permitted to increase his or her Voluntary After-tax Contributions with respect to a make-up year without regard to any provision limiting contributions for such Plan Year. Make-up contributions shall be limited to the maximum amount permitted under the Plan and the statutory limitations applicable with respect to the make-up year. Employee-related make-up contributions must be made within the time period beginning on the date of reemployment and continuing for the lesser of five (5) years or three (3) times the period of military service.

ARTICLE V PARTICIPANT ACCOUNTS

5.1 *Separate Accounts*

The Plan Administrator or its agent shall establish a separate recordkeeping account for each Participant showing the fair market value of his or her Plan benefits. Each Participant's account may be separated for recordkeeping purposes into the following sub-accounts:

- (a) Employer contributions:
 - (1) Non-Elective Contributions Formula 1
 - (2) Non-Elective Contributions Formula 2
 - (3) Money Purchase Pension Plan Contributions
- (b) Employee contributions:
 - (1) Voluntary After-tax Contributions
 - (2) Qualified Voluntary Contributions
 - (3) Rollover Contributions
 - (4) Transfer Contributions

5.2 *Valuation Date*

The Trustee shall value the Trust at the fair market value as of each Valuation Date and those Valuation Dates elected in the Adoption Agreement or as directed in writing by the Plan Administrator.

The fair market value of securities listed on a registered stock exchange will be the prices at which they were last traded on such exchange preceding the close of business on the Valuation Date. If the securities were not traded on the Valuation Date, or if the exchange on which they are traded was not open for business on the Valuation Date, then the securities will be valued at the prices at which they were last traded prior to the Valuation Date. Any unlisted security will be valued at its bid price next preceding the close of business on the Valuation Date, which bid price will be obtained from a registered broker or an investment banker. To determine the fair market value of assets other than securities for which trading or bid prices can be obtained, the Trustee may use any reasonable method to determine the value of such assets, or may elect to employ one or more appraisers for that purpose and rely on the values established by such appraiser or appraisers.

All allocations for a particular Plan Year will be made as of the last Valuation Date(s) of that Plan Year or such other dates determined by the Plan Administrator.

5.3 *Allocations To Participant Accounts*

As of each Valuation Date elected by the Employer in the Adoption Agreement and/or on any date within the allocation period selected in writing by the Plan Administrator, each Participant's account shall be adjusted to reflect:

- (a) the Participant's share of the Employer's contribution and forfeitures as determined in the Adoption Agreement,
- (b) any Employee contributions,
- (c) any repayment of amounts previously distributed to a Participant upon a separation from Service and repaid by the Participant since the last Allocation Date,
- (d) the Participant's proportionate share of any investment earnings and increase in the fair market value of the Trust since the last Allocation Date, and
- (e) loan repayments of principal and interest.

The Employer shall deduct from each account:

- (f) any withdrawals or payments made from the Participant's account since the last Allocation Date,
- (g) the Participant's proportionate share of any decrease in the fair market value of the Trust since the last allocation Date, and

- (h) the Participant's proportionate or per capita share of any fees and expenses paid from the Plan.

5.4 Allocating Employer Contributions

(a) The Employer must specify in the Adoption Agreement the manner in which the Employer's contribution shall be allocated to Participants. Employer contributions shall be allocated to all Participants eligible to receive a contribution as provided in the Adoption Agreement.

(b) Notwithstanding any provision of this Plan to the contrary, Participants will accrue the right to share in allocations of Employer contributions with respect to periods of qualified military service as provided in Code Section 414(u).

5.5 Allocating Investment Earnings And Losses

Account balances are adjusted to reflect actual income and investment gains and losses from the period beginning on the day following the last Valuation Date and ending on the current Valuation Date. Each Participant's account shall receive a proportionate share of the actual income and investment gains and losses during the period. The value of accounts for allocation purposes shall be based on the value of all Participant accounts (without regard to any portion of any such account attributable to segregated investments) as of the last Valuation Date less withdrawals, distributions and expenses plus any contributions including after-tax contributions (whether pre-tax or after-tax) if any, paid from the Trust since the last Valuation Date. Investment gains and losses shall be credited to all Participant accounts having a balance on the Valuation Date regardless of the vested status of such account and regardless of the Participant's employment status. The Plan Administrator shall also have the right to adopt an alternative procedure for allocating income and investment gains and losses. Any change in procedure shall be effective as of the next following Valuation Date or such other date as agreed to by the Employer and the Plan Administrator. Accounts with segregated investments shall receive the income or loss on such segregated investments. Investment gains or losses are determined separately for each investment alternative offered under the Plan.

(a) The value of a Participant's account invested in a mutual fund (Registered Investment Company) will equal the value of a share in such fund multiplied by the number of shares credited to the Participant's account.

(b) In the case of any pooled investment vehicle, earnings, gains or losses on the pooled investment vehicle will be allocated among the Participant's accounts in proportion to the value of each Participant's account invested in that investment vehicle immediately prior to the Valuation Date. The gain or loss attributed to each investment vehicle will be credited to or charged against the Participant's account. Alternatively, the Plan Administrator or his designate may establish unit values for each pooled investment vehicle offered under the Plan in accordance with uniform procedures established by the Plan Administrator for this purpose. The value of the portion of a Participant's account invested in a pooled investment vehicle will equal the value of a unit in such investment vehicle multiplied by the number of units credited to the account.

(c) In the case of any investment that is held specifically for a Participant's account, any gain or loss on such investment will be charged or credited to that Participant's account.

5.6 Allocation Adjustments

The Plan Administrator or his designate, if applicable, shall have the right to redetermine the value of Participant accounts if a previous allocation or valuation was performed incorrectly. Such redetermination shall be made without regard to the reason for the incorrect allocation. Such reasons may include, but are not limited to, incorrect contribution or Employee information provided by the Employer or representative of the Employer, incorrect valuation of Plan assets, incorrect determination of investment income and gains or losses, improper interpretation of the Plan's allocation formulas or procedures and failure to transmit, receive or interpret amendments to the allocation formulas, methods or procedures. Subject to express limits that may be imposed under the Code, the Plan Administrator reserves the right to delay the processing of any contribution, distribution or other transaction for any legitimate business reason (including, but not limited to, failure of systems or computer programs, failure of means of transmission of data, *force majeure*, the failure of any Service Provider to timely receive values or prices, or to correct for its errors omissions or the errors or omissions of any Service Provider). After having made any necessary adjustments, the Plan Administrator or his designate, if applicable, may issue either revised or adjusted statements to Participants with an explanation of the allocation adjustments.

5.7 Participant Statements

The Plan Administrator shall provide a statement to each Participant. Statements may be prepared more frequently, as may be agreed between the Plan Administrator and the Service Provider or other entity responsible for the maintenance of Plan records or for valuing Plan assets. Each statement shall show the additions to and subtractions from the Participant's account for the period since the last such statement and shall show the fair market value of the Participant's account as of the current statement date.

5.8 ***Changes In Method And Timing Of Valuing Participants' Accounts***

If necessary or appropriate, the Plan Administrator may establish different or additional procedures for determining the fair market value of Participant's accounts under the Plan.

ARTICLE VI RETIREMENT BENEFITS AND DISTRIBUTIONS

6.1 *Normal Retirement Benefits*

A Participant shall be entitled to receive the balance held in his or her account upon attaining his or her Normal Retirement Age or at such earlier dates as the provisions of this Article VI may permit. If a Participant elects to continue working past his or her Normal Retirement Age, he or she will continue as an active Participant. If the Employer elects otherwise in the Adoption Agreement, distribution shall be made to such Participant at his or her request prior to his or her actual retirement. Distribution shall be made in the normal form, or if elected, in one of the optional forms of payment provided in the Adoption Agreement.

6.2 *Early Retirement Benefits*

If elected in the Adoption Agreement, an Early Retirement benefit may be available to individuals who meet the age and Service requirements that are specified in the Adoption Agreement. A Participant who attains his or her Early Retirement Date will become fully vested, regardless of any vesting schedule which otherwise might apply. If a Participant separates from Service with a nonforfeitable benefit before satisfying the age requirements, but after having satisfied the Service requirement, the Participant will be entitled to elect an Early Retirement benefit upon satisfaction of the age requirement.

6.3 *Benefit Upon Death*

Upon the death of a Participant prior to termination of employment, or upon the death of a terminated Participant prior to distribution of his or her Vested Account Balance, his or her Beneficiary will be entitled to the Participant's Vested Account Balance determined as of the most recent Valuation Date coinciding with or immediately preceding the date of distribution. A Participant who dies prior to attainment of Normal Retirement Age, but before termination of employment will become fully vested, regardless of any vesting schedule which otherwise might apply. If any Beneficiary who is alive on the date of the Participant's death dies before receiving the entire death benefit to which he or she is entitled, the balance of the death benefit will be distributed to the Beneficiary's Beneficiary in accordance with paragraph 7.5. The Plan Administrator's determination that a Participant has died and that a particular person has a right to receive a death benefit will be final. Distribution will be made in accordance with paragraph 7.5.

6.4 *Benefit Upon Disability*

If a Participant suffers a Disability prior to termination of employment and terminates employment with the Employer as a result of that Disability, or if a terminated Participant suffers a Disability prior to a distribution of his or her Vested Account Balance, he or she will be entitled to his or her Vested Account Balance determined as of the most recent Valuation Date coinciding with or immediately preceding the date of distribution. A Participant who retires prior to attainment of Normal Retirement Age, but before termination of employment because of a Disability will become fully vested, regardless of any vesting schedule which otherwise might apply.

6.5 *Benefits On Termination Of Employment*

(a) If a Participant terminates employment prior to Normal Retirement Age, such Participant shall be entitled to receive the vested balance held in his or her account payable at Normal Retirement Age in the normal form, or if elected, in one of the other forms of payment provided hereunder and by the Employer in the Adoption Agreement. If applicable, the Early Retirement benefit provisions may be elected. Notwithstanding the preceding, a former Participant may, if allowed in the Adoption Agreement, make application to the Employer requesting early payment of any deferred vested and nonforfeitable benefit due.

(b) If elected in the Adoption Agreement, if a Participant terminates employment, and the value of the Participant's Vested Account Balance is not greater than \$1,000 (or such lesser amount as selected in the Adoption Agreement), the Participant may receive a lump sum distribution of the value of the entire vested portion of such account balance and the nonvested portion will be treated as a forfeiture. The Plan Administrator shall follow a consistent and nondiscriminatory policy, as may be established, regarding involuntary cash-outs of Vested Account Balances.

(c) For purposes of this Article, if the value of a Participant's Vested Account Balance is zero, the Participant shall be deemed to have received a distribution of such Vested Account Balance immediately following termination. If the Participant is reemployed prior to incurring five (5) consecutive one (1) year Breaks in Service or Periods of Severance, he or she will be deemed to have immediately repaid such distribution. Notwithstanding the above, if the Employer maintains or has maintained a policy of not distributing any amounts until the Participant's Normal Retirement Age, the Employer can continue to uniformly apply such policy.

(d) If a Participant terminates employment with a Vested Account Balance greater than \$5,000, and elects to receive 100% of the value of his or her Vested Account Balance in a lump sum, the nonvested portion will be treated as forfeiture. The Participant must consent to any distribution when the Vested Account Balance described above exceeds \$5,000.

(e) If a Participant who is not 100% vested receives or is deemed to receive a distribution pursuant to this paragraph and resumes employment covered under this Plan, the Participant shall have the right to repay to the Plan the full amount of the distribution attributable to Employer contributions on or before the earlier of the date the Participant incurs five (5) consecutive one (1) year Breaks in-Service following the date of distribution or five (5) years after the first date on which the Participant is subsequently reemployed. In such event, the Participant's account shall be restored to the value thereof at the time the distribution was made. The account may be further increased by the Plan's income and investment gains and/or losses on the undistributed amount from the date of the distribution to the date of repayment.

(f) If the Participant's Vested Account Balance is greater than \$5,000, a Participant shall have the option to postpone payment of his or her Plan benefits until his or her Required Beginning Date. If elected in the Adoption Agreement, any balance in a Participant's account resulting from his or her Employee contributions listed at paragraph 5.1(b), hereof, not previously withdrawn, may be withdrawn by the Participant immediately following separation from Service.

Unless elected otherwise in the Adoption Agreement, if a Participant's Vested Account Balance is \$1,000 or less, such distribution shall be paid in a direct distribution to the Participant after complying with the Federal tax withholding rules. Terminated Participants receiving an involuntary distribution of \$200 or more must be notified of their right to have such amounts directly rolled over to an IRA or Qualified Plan of their choosing. If elected in the Adoption Agreement, when a terminating Participant or Employee does not make a timely election with respect to the cash-out distribution of amounts greater than \$1,000 but less than or equal to \$5,000, the Plan Administrator shall make a Direct Rollover into an individual retirement account or annuity ("IRA"). The Plan Administrator will select the IRA trustee or custodian, establish the IRA, and make the initial IRA investment selection. Rollover amounts received will always be considered in determining if the \$1,000 automatic rollover threshold has been exceeded.

(g) If elected in the Adoption Agreement, the value of a Participant's nonforfeitable account balance shall be determined without regard to that portion of the account balance that is attributable to Rollover Contributions (and the earnings allocable thereto) within the meaning of Code Sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii) and 457(e)(16). If the value of the Participant's nonforfeitable account balance as so determined is \$5,000 or less, and the Plan provides for involuntary cash-outs, the Plan may immediately distribute the Participant's entire nonforfeitable account balance, subject to subparagraph (f) herein.

(h) If elected by the Employer in the Adoption Agreement, this subparagraph shall apply for distributions and severances from employment occurring after the dates specified in the Adoption Agreement.

6.6 ***Normal And Optional Forms Of Payment***

(a) The normal form of payment shall be as set forth in the Adoption Agreement.

(b) The normal form of payment shall be automatic, unless the Participant files a written request with the Employer prior to the date on which the benefit is automatically payable, electing another option available under the Plan.

(c) If elected in the Adoption Agreement, a Participant shall have the right to receive his or her benefit in a single lump sum or in installment payments. Installment payments need not be equal or substantially equal until such time as the individual reaches his or her Required Beginning Date. Installment payments which are intended to be equal or substantially equal can be made monthly, quarterly, semi-annually or annually based on any period not extending beyond the joint and survivor life expectancy of the Participant and his or her Beneficiary.

(d) Benefits payable under the Plan may be distributed in cash or in-kind as elected in the Adoption Agreement. The Employer may also elect in the Adoption Agreement to limit a Participant's right to receive distributions in the form of marketable securities (other than Employer securities) and to require distributions in the form of cash only.

(e) A Plan that permits its Participants to receive in-kind distributions may limit the available in-kind distributions to the investments listed in the Adoption Agreement and only to the extent the investments are held in the Participant's account at the time of the distribution. A Plan may be amended to limit the investments that may be distributed in-kind. The amendment must include all investments (other than marketable securities for which cash may be substituted) that are held in a Participant's account at the time of the amendment and for which the Plan, prior to such amendment, allowed for distribution of those investments in kind.

(f) Promissory notes of Participants may be distributed in-kind pursuant to the Employer's loan policy document.

(g) Distribution of benefits payable in the form of installments shall be paid in cash.

(h) The Plan Administrator shall have the sole responsibility to determine the propriety, amount, and form of any distribution made under the terms of this Plan and such determination will be final. Upon such determination, the Plan Administrator shall direct the Trustee and/or Custodian in writing or by any such other means as expressly agreed upon, to make such a distribution.

6.7 Distribution In Event Of Incapacity

If any person who is entitled to receive a distribution of benefits (the "Payee") suffers from a Disability or is under a legal incapacity, payments may be made in one or more of the following ways as directed by the Plan Administrator:

- (a) to the Payee directly;
- (b) to the guardian or legal representative of the Payee's person or estate;
- (c) to a relative of the Payee, to be expended for the Payee's benefit; or
- (d) to the custodian of the Payee under any Uniform Transfers to Minors Act or under any Uniform Gifts To Minors Act.

The Plan Administrator's determination of the minority or incapacity of any Payee will be final.

6.8 In-Service Withdrawals

If elected in the Adoption Agreement, an Employer may elect to permit a Participant in the Plan to make an in-service withdrawal, subject to any limitation(s) so specified in the Adoption Agreement.

(a) Unless indicated otherwise in the Adoption Agreement, a Participant may withdraw all or any part of the fair market value of his or her Voluntary After-tax Contributions as described in Article IV upon request to the Plan Administrator. No amount of the Employer's Contribution will be forfeited solely as a result of a Participant's withdrawal of an amount pursuant to this paragraph 6.8. Unless indicated otherwise in the Adoption Agreement, Rollover Contributions, and the income allocable to them, may be withdrawn at any time.

(b) Pursuant to the Employer's election in the Adoption Agreement, a Participant may be eligible to withdraw any part of his or her Qualified Voluntary Contribution account by making application to the Plan Administrator.

(c) A Participant may withdraw all or any part of the fair market value of his or her pre-1987 Voluntary Contributions with or without withdrawing the earnings attributable thereto. Post-1986 Voluntary Contributions may only be withdrawn along with a portion of the earnings thereon. The amount of the earnings to be withdrawn is determined by using the formula: $DA [1 - (V \div V+E)]$, where DA is the distribution amount, V is the amount of Voluntary Contributions and V+E is the amount of Voluntary Contributions plus the earnings attributable thereto. The aggregate value of the Participant's Vested Account Balance derived from Employer and Employee contributions (including Rollovers), whether vested before or upon death, includes the proceeds of insurance contracts, if any, on the Participant's life. The provisions of this Article shall apply to a Participant who is vested in amounts attributable to Employer contributions, Employee contributions (or both) at the time of death or distribution.

(d) Under a Profit Sharing Plan and to the extent that the Employer elects in the Adoption Agreement, the Participant is required to satisfy at least one of the following conditions to make an in-service withdrawal of all or any part of the Participant's vested Non-Elective Contributions:

(1) An Employee who has been a Participant in the Plan for at least five (5) years may, prior to separating from Service with the Employer, elect to withdraw all or any part of the vested Non-Elective Contributions.

(2) Vested Non-Elective Contributions which have been in the Plan for at least two (2) years may be withdrawn.

(3) A Participant who had attained age 59½ may, prior to separation from Service, elect to withdraw all or any part of their vested Non-Elective Contributions.

(4) A Participant may only withdraw amounts which are 100% vested.

(5) The Employer may require any or all of these conditions to be satisfied prior to an in-service distribution being made from the Plan.

(e) An in-service withdrawal shall not be eligible for redeposit to the Trust. A withdrawal under this paragraph shall not prohibit such Participant from sharing in any future Employer contribution he or she would otherwise be eligible to receive. Payment will be made in accordance with the administrative policy set by the Employer.

(f) Notwithstanding any provisions of the Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Participant's retirement, death, Disability, or separation from Service, and prior to Plan termination, the optional form of benefit shall not be available with respect to benefits attributable to assets (including the post-transfer earnings thereon) and liabilities that are transferred within the meaning of Code Section 414(l), to this Plan from a money purchase pension plan qualified under Code Section 401(a) (other than any portion of those assets and liabilities attributable to Voluntary After-tax Contributions).

(g) If elected in the Adoption Agreement, a Participant may withdraw any amount not in excess of the vested amount of Non-Elective Contributions if the withdrawal is made after the Participant attains age 59½.

(h) If a distribution is made at a time when a Participant has a nonforfeitable right to less than 100% of the account balance derived from Employer contributions and the Participant may increase the nonforfeitable percentage in the account:

(1) a separate account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(2) at any relevant time the Participant's nonforfeitable portion of the separate account will be equal to an amount ("X") determined by the formula: $X = P [AB + D] - D$. For purposes of applying the formula: "P" is the nonforfeitable percentage at the relevant time, "AB" is the account balance at the relevant time, "D" is the amount of the distribution.

6.9 **Hardship Withdrawals**

If elected in the Adoption Agreement, a Participant may request a Hardship withdrawal as provided in this paragraph.

Unless elected otherwise in the Adoption Agreement, vested Non-Elective Contributions, Rollover Contributions, Transfer Contributions and the income allocable to each (without regard to attainment of age 59½ or Disability) may be available for Hardship withdrawal if the Participant establishes that one of the reasons specified below exists. A Participant may withdraw all or any part of the fair market value of his or her Voluntary After-tax Contributions due to a Hardship upon request to the Plan Administrator. Such request shall be made in accordance with procedures adopted by the Plan Administrator or his or her designate, who shall have sole authority to authorize and direct a Hardship withdrawal pursuant to the following rules:

(a) **Administrative Requirements** – For purposes of this paragraph, an immediate and heavy financial need of the Employee is one which cannot reasonably be relieved:

(1) by cessation of the Participant's Voluntary After-tax Contributions, if applicable, under the Plan; or

(2) by other currently available distributions [including distribution of ESOP dividends under Code Section 404(k)] and nontaxable (at the time of the loan) loans, under plans maintained by the Employer or by any other employer.

For purposes of this paragraph, a need cannot reasonably be relieved by one of the actions described above if the effect would be to increase the amount of the need. For example, the need for funds to purchase a principal residence cannot reasonably be relieved by a Plan loan if the loan would disqualify the Participant from obtaining other necessary financing. In any event, a Hardship distribution may not be requested in excess of the amount of the immediate and heavy financial need described at paragraph (b) including amounts necessary to pay any Federal, state or local income taxes or penalties reasonably anticipated to result from the distribution.

(b) **Exclusive Reasons For Hardship Withdrawal** – A deemed hardship exists when the Hardship withdrawal will be used to pay the following:

(1) expenses incurred or necessary for medical care that would be deductible under Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income) of the Participant, his or her Spouse, children, other dependents, or the primary beneficiary under the Plan;

(2) the cost directly related to the purchase (excluding mortgage payments) of the principal residence of the Participant;

(3) payment of tuition and related educational expenses (including but not limited to expenses associated with room and board) for up to the next twelve (12) months of post-secondary education for the Participant, his or her Spouse, children, other dependents [as defined in Code Section 152, and for the taxable years beginning or after January 1, 2005, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B)], or the primary beneficiary under the Plan;

(4) the need to prevent eviction of the Participant from, or a foreclosure on the mortgage on the Participant's principal residence;

(5) payments for burial or funeral expenses for the Participant's deceased parent, Spouse, child or dependent [as defined in Code Section 152, and without regard to Code Section 152(d)(1)(B)], or the primary beneficiary under the Plan; or

(6) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income).

(c) For purposes of this paragraph, the plan will permit a nonspouse beneficiary who is not an "alternate payee" (as defined in Code Section 414(p)) but who is a designated beneficiary within the meaning of Code Section 401(a)(9)(E), to elect a direct rollover to an IRA (including, if applicable, a Roth IRA) established on behalf of the designated beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). Such distribution is not subject to the direct rollover requirements of Code Section 401(a)(31), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). The Plan may make a direct rollover to an IRA on behalf of a trust where the trust is the named beneficiary of the decedent, provided the beneficiaries of the trust meet the requirements to be designated beneficiaries within the meaning of the Code Section 401(a)(9)(E).

If the Plan Administrator approves a request for a Hardship withdrawal, funds shall be withdrawn from the contribution sources as elected in the Adoption Agreement unless provided otherwise by the Plan Administrator in an administrative procedure. Liquidation of a Participant's assets for the purpose of a Hardship withdrawal will be allocated on a pro-rata basis across all the investment alternatives in a Participant's account, unless otherwise provided by administrative procedure or by a directive from the Plan Administrator or by the Participant.

If Voluntary After-tax Contributions are suspended under 6.9(a)(1) above, such amounts will be suspended for all plans maintained by the Employer (other than benefits under Code Section 125 plans) for six (6) months after the receipt of the Hardship distribution.

(d) **Special Rules For Hurricane-Related Hardship Distributions.** The following provisions shall apply to distributions on account of financial hardship granted by Plan sponsors to qualified Plan Participants whose principal residence was in a federally proclaimed disaster area affected by Hurricane Katrina, Hurricane Rita or Hurricane Wilma, and as a result of any or all of such Hurricanes, incurred an economic loss (a "Qualified Hurricane-related Distribution"). For purposes of these provisions, such rules will apply to Qualified Hurricane-related Distributions that took place at any time on or after August 25, 2005 and before January 1, 2007, with respect to Hurricane Katrina, at any time on or after September 23, 2005 and before January 1, 2007, with respect to Hurricane Rita, and at any time on or after October 23, 2005 and before January 1, 2007, with respect to Hurricane Wilma.

(1) Such Qualified Hurricane-related Distribution(s) on account of financial hardship from the Plan, when combined with all distributions obtained from all qualified plans maintained by the Employer or any other member of the Employer's controlled group, shall not exceed \$100,000. Further, the aggregate amount of Qualified Hurricane-related Distribution(s) received by a Participant for any taxable year shall not exceed the excess of \$100,000, over the aggregate amounts treated as Qualified Hurricane-related Distributions received by the Participant for all previous taxable years.

(2) **Repayment Rights.** A Participant-recipient of a Qualified Hurricane-related Distribution shall have the right at any time during a three-year period commencing as of the day after the date that the Qualified Hurricane-related Distribution is received, to make a repayment or repayments of said distribution to the Plan (or another Eligible Retirement Plan) in an amount not exceeding the principal amount of the Qualified Hurricane-related Distribution. Further, a Participant-recipient of a Qualified Hurricane-related Distribution for the purchase of a principal residence may make a repayment or repayments of said distribution to the Plan (or another Eligible Retirement Plan) in an amount not exceeding the principal amount of the Qualified Hurricane-related Distribution if said repayment occurred during the period commencing on August 25, 2005 and ending February 28, 2006 with respect to a Hurricane Katrina-related distribution, during a period commencing on September 23, 2005 and ending February 28, 2006 with respect to a Hurricane Rita-related distribution, or during a period commencing on October 23, 2005 and ending February 28, 2006 with respect to a Hurricane Wilma-related distribution.

(3) A Qualified Hurricane-related Distribution shall not be subject to the tax treatment that applies to an Eligible Rollover Distribution and shall be deemed to not violate the prohibitions on early distribution that apply to elective contributions made to Code Section 401(k) plans, Code Section 403(b) arrangements and eligible Code Section 457 plans.

(4) Additionally, the Plan could have provided for special hurricane-related distributions to Plan Participants who lived or worked in the Hurricane Katrina disaster area that qualified for individual relief from the Federal Emergency Management Agency. Similar relief is not available for Hurricanes Rita and Wilma. These special distributions could also have been made available to Plan Participants residing outside the disaster area if they had a child, parent, grandparent or other dependent that lived or worked in the disaster area. In order to qualify for the special relief provided herein, the distribution had to be made by March 31, 2006. The six-month suspension on further deferrals is not applicable. These distributions were not restricted to the reasons specified in subparagraph 6.11(b). Plan Participants who received a distribution under this paragraph, who themselves were not the victims of Hurricane Katrina, may not take advantage of the special repayment rules provided at (2) immediately above. The increase in the withdrawal limit to \$100,000 as specified in (1) above also did not apply to these withdrawals.

(e) Emergency Economic Stabilization Act ("EESA") – Qualified Disaster Recovery Assistance Distributions/Recontributions Of Withdrawals Taken For Home Purchases

(1) Participants who were directly affected by floods, severe storms or tornadoes that were in presidentially-declared (FEMA) Midwestern disaster areas between May 20, 2008 and before August 1, 2008, shall have access to the following relief, if they (i) resided in specified affected counties of Arkansas, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska or Wisconsin ("Midwestern Disaster Area") on the "applicable disaster date" and (ii) were entitled to individual and/or public assistance from the federal government under EESA with respect to damage caused by the disaster. The "applicable disaster date" is the date on which the severe storms, tornadoes and flooding occurred in such affected county in the Midwestern Disaster Area.

Such individuals are eligible to apply for a "Qualified Disaster Recovery Assistance Distribution" from the Plan that will be made on or after the applicable disaster date and before January 1, 2010. Any such distribution (i) may not exceed \$100,000 per individual; (ii) is exempt from the 10% IRS early distribution penalty tax; (iii) is not eligible for rollover and therefore is not subject to mandatory 20% federal tax withholding; (iv) Participants receiving such distribution(s) are permitted to spread the income tax resulting from receipt of the distribution(s) ratably over 3 years; and (v) may be repaid within 3 years to a traditional IRA, a Code Section 401(a) or 403(a) qualified plan, a governmental 457(b) plan or a 403(b) plan in which the individual is participating, which is eligible to receive a rollover contribution.

(2) **Recontributions of Withdrawals for Home Purchases** – Individuals who took a hardship withdrawal from the Plan to purchase a home in the Midwestern Disaster Area may recontribute such distribution to the Plan or to a traditional IRA tax-free. Such amount must be recontributed within five (5) months after the date of enactment of EESA (i.e., by March 3, 2009) in order to receive favorable tax treatment.

The relief set forth in the preceding paragraph requires that the hardship withdrawal have been made at least six (6) months before the applicable disaster date and that the home purchase was not finalized due to such disaster.

6.10 Direct Rollovers

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least \$200 paid directly to an Eligible Retirement Plan specified by the distributee in a Direct Rollover. If an Eligible Rollover Distribution is less than \$200, a distributee may not make the election described in the preceding sentence to rollover a portion of the Eligible Rollover Distribution.

(b) Definitions

(1) **Eligible Rollover Distribution** – An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or Life Expectancy) of the distributee or the joint lives (or Joint Life Expectancies) of the distributee and the distributee's Designated Beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code Section 401(a)(9) of the Internal Revenue Code; any Hardship distribution described in Code Section 401(k)(2)(B)(i)(iv) received after December 31, 1998; and any other distribution(s) that is reasonably expected to total less than \$200 during a year. Any amount that is distributed on account of Hardship shall not be an Eligible Rollover Distribution and the distributee may not elect to have any portion of such a distribution paid directly to an Eligible Retirement Plan.

(2) **Eligible Retirement Plan** – An Eligible Retirement Plan is an eligible Plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such Plan from this Plan, an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), a Roth IRA as described in Code Section

408A (subject to the restrictions in Code Section 408A(c)(3)(B) during 2008 and 2009), an annuity contract described in Code Section 403(b), an annuity plan described in Code Section 403(a), or a Qualified Plan described Code Section 401(a), that accepts the distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the Surviving Spouse, an Eligible Retirement Plan is an individual retirement account, individual retirement annuity (other than an endowment contract) or a Roth IRA, provided the restrictions of Code Section 408A(c)(3)(B), if applicable, are met.

(3) **Distributee** – A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code Section 414(p), are distributees with regard to the interest of the Spouse or former Spouse.

(4) **Direct Rollover** – A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the distributee.

(c) Any portion of an Eligible Rollover Distribution that is not paid directly to an Eligible Retirement Plan or IRA (including a Roth IRA), pursuant to such Participant's direction, shall be distributed to the Participant. For purposes of this paragraph, a Surviving Spouse or a Spouse or former Spouse who is an alternate payee under a Qualified Domestic Relations Order as defined in Code Section 414(p), will be permitted to elect to have any Eligible Rollover Distribution paid directly to an individual retirement account (IRA) or an individual retirement annuity (IRA) (other than an endowment contract) or to another Eligible Retirement Plan in which the alternate payee is a participant. However, in the case of an Eligible Rollover Distribution to a Surviving Spouse, an Eligible Retirement Plan is an individual retirement account, an individual retirement annuity (other than an endowment contract) or a Roth IRA (subject to the applicable restrictions of Code Section 408A(c)(3)(B) for 2008 and 2009). For purposes of this paragraph, the Plan will permit a nonspouse beneficiary who is not an "alternate payee" (as defined in Code Section 414(p)) but who is a designated beneficiary within the meaning of Code Section 401(a)(9)(E), to elect a direct rollover to an IRA established on behalf of the designated beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). Such distribution is not subject to the direct rollover requirements of Code Section 401(a)(31), the notice requirements of Code Section 402(f) or the mandatory withholding requirements of Code Section 3405(c). The Plan may make a direct rollover to an IRA on behalf of a trust where the trust is the named beneficiary of the decedent, provided the beneficiaries of the trust meet the requirements to be designated beneficiaries within the meaning of Code Section 401(a)(9)(E).

(d) If the entire Vested Account Balance is not eligible for a Direct Rollover of benefits as described in (a) above, the Participant may either make an elective transfer of the entire Vested Account Balance pursuant to the procedure described at paragraph 4.4 or a Direct Rollover of the portion which can be rolled over as described in (a) above and an elective transfer of the rest as described in paragraph 4.4 herein.

(e) The elective transfer of distributable benefits will be available only if the Direct Rollover provisions of Code Section 401(a)(31) would not be available to transfer the Participant's entire Vested Account Balance to the transferee plan. This elective transfer option will only be available in the following circumstances:

(1) The Plan does not have a single sum distribution option available. The benefits are distributable only in a periodic payment method.

(2) The distribution includes benefits that are not eligible for rollover treatment, including required minimum distributions.

(f) For purposes of this paragraph, a portion of the distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of Voluntary After-tax Contributions that are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), a Roth IRA described in Code Section 408A (provided the requirements of Code Section 408A(c)(3)(B) are met in 2008 and 2009), or to a qualified Defined Contribution Plan described in Code Section 401(a) or 403(a), and such contract or plan agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

6.11 **Participant's Notice**

In the event that a Participant's benefit becomes payable under Plan terms or if a Participant requests distribution of his or her benefit, the Plan Administrator shall provide such Participant with a notice regarding distribution of such benefit. The notice shall describe any Plan related information regarding the distribution including the normal and optional forms of payment provided at paragraph 6.6, and the information required in connection with an Eligible Rollover Distribution. Information in connection with an Eligible Rollover Distribution shall include the right to have the funds transferred directly to another Qualified Plan or individual retirement account, the income tax withholding requirements, the rollover rules with respect to amounts distributed to the Participant, the default Direct Rollover provisions of Vested Account Balances greater than \$1,000 but less than or equal to \$5,000 (including any other

appropriate information such as the name and address, and telephone number of the IRA Trustee and information regarding IRA maintenance and withdrawal fees and how the IRA funds will be invested), the general tax rules which apply to such distributions, and the consequences of failing to defer receipt of a Plan distribution in cases where the Participant has a right to defer receipt of the distribution (e.g., where the value of the Participant's accrued benefit exceeds \$5,000). A default Direct Rollover will occur not less than thirty (30) days and not more than ninety (90) days after such notice with the explanation of the default Direct Rollover is provided to the separating Participant.

6.12 Assets Transferred From Money Purchase Pension Plans

Notwithstanding any provision of this Plan to the contrary, to the extent that any optional form of benefit under this Plan permits a distribution prior to the Employee's retirement, death, Disability, or severance from employment, and prior to Plan termination, the optional form of benefit shall not be available with respect to benefits attributable to assets (including the associated post-transfer earnings) and liabilities that are transferred, within the meaning of Code Section 414(l), to this Plan from a money purchase pension plan qualified under Code Section 401(a) (other than any portion of those assets and liabilities attributable to Voluntary After-tax Contributions).

6.13 Assets Transferred From A Code Section 401(k) Plan

If the Plan receives a direct transfer (by merger or otherwise) of elective deferrals (or amounts treated as elective deferrals) under a Plan with a Code Section 401(k) arrangement, the distribution restrictions of Code Sections 401(k)(2) and 401(k)(10) continue to apply to those transferred elective deferrals.

6.14 Death Benefits Under USERRA-Qualified Active Military Service

Effective for deaths occurring on or after January 1, 2007, in the case of a Participant who dies while performing qualified military service [as defined in Code Section 414(u)], the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan (e.g., accelerated vesting, any ancillary life insurance benefits, and any other survivor's benefits provided under the Plan that are contingent upon a Participant's termination of employment on account of death) had the Participant resumed and then terminated employment on account of death, in accordance with Code Section 401(a)(37), Notice 2010-15, and any other IRS guidance.

If elected in the Adoption Agreement, then effective as of the date indicated as part of such Adoption Agreement election, the following will apply:

An individual who dies or incurs a Disability while performing qualified military service with respect to the Employer maintaining the Plan, will be treated as if the individual had resumed employment in accordance with the individual's reemployment rights under USERRA, on the day preceding death or Disability (as the case may be) and terminated employment on the actual date of death or Disability. In the case of any such treatment, and subject to the following paragraphs, any full or partial compliance by such Plan with respect to the benefit accrual requirements of Code Section 414(u)(8) with respect to such individual shall be treated as if such compliance were required under USERRA.

(a) With respect to the Employer maintaining the retirement plan, all individuals performing qualified military service who die or become disabled as a result of performing qualified military service, prior to reemployment by the Employer, are to be credited with Service and benefits on reasonably equivalent terms.

(b) The amount of Employee contributions and the amount of Elective Deferrals of an individual treated as reemployed on the day before death or Disability shall be determined on the basis of the individual's average actual Employee contributions or Elective Deferrals for the lesser of:

(1) the twelve (12) month period of Service with the Employer immediately prior to qualified military service, or

(2) if Service with the Employer is less than such twelve (12) month period, the actual length of continuous Service with the Employer.

ARTICLE VII DISTRIBUTION REQUIREMENTS

7.1 Minimum Distribution Requirements

All distributions required under this Article shall be determined and made in accordance with the minimum distribution requirements of Code Section 401(a)(9) and the Regulations issued thereunder, including the minimum distribution incidental benefit rules found at Regulation Section 1.401(a)(9)-(G). The entire interest of a Participant must be distributed or begin to be distributed no later than the Participant's Required Beginning Date. Life expectancy and joint and last survivor life expectancies are computed by using the expected return multiples found in Regulation Section 1.72-9. Notwithstanding the other provisions of this Article, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

7.2 [Reserved]

7.3 Limits On Distribution Periods

As of the First Distribution Calendar Year, distributions, if not made in a single sum, may only be made over one of the following periods (or a combination thereof):

- (a) the life of the Participant,
- (b) the life of the Participant and a Designated Beneficiary,
- (c) a period certain not extending beyond the life expectancy of the Participant, or
- (d) a period certain not extending beyond the joint and last survivor life expectancy of the Participant and a Designated Beneficiary.

7.4 Required Beginning Date

The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date as defined in the Plan.

7.5 Death Of Participant Before Distributions Begin

If the Participant dies before required distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (a) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then, except as provided in the Adoption Agreement, distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
- (b) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, then, except as provided in the Adoption Agreement, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (c) If there is no Designated Beneficiary as of the date of the Participant's death who remains a Beneficiary as of September 30 of the year immediately following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (d) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, this paragraph 7.5, with the exception of paragraph 7.5(a), will apply as if the Surviving Spouse were the Participant.

For purposes of this paragraph and paragraphs 7.9 and 7.10, unless subparagraph 7.5(d) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subparagraph 7.5(d) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under paragraph 7.5(a). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date [or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under paragraph 7.5(a)], the date distributions are considered to begin is the date distributions actually commence.

7.6 Forms Of Distributions

Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the First Distribution Calendar Year distributions will be made in accordance with paragraph 7.7 through paragraph 7.10 of this Article. If the Participant's interest is

distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the corresponding Regulations.

7.7 Amount Of Required Minimum Distribution For Each Distribution Calendar Year

During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(a) the quotient obtained by dividing the Participant's account balance by the distribution period set forth in the Uniform Lifetime Table found in Regulation Section 1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(b) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Regulation Section 1.401(a)(9)-9, Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

7.8 Lifetime Required Minimum Distributions Continue Through Year Of Participant's Death

Required minimum distributions will be determined under this paragraph and paragraph 7.7 beginning with the first Distribution Calendar Year and continuing up to and including the Distribution Calendar Year that includes the Participant's date of death.

7.9 Death On Or After Required Distributions Begin

(a) **Participant Survived By Designated Beneficiary** – If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

(1) The Participant's remaining life expectancy is calculated in accordance with the Single Life Table found in Regulation Section 1.401(a)(9)-9, Q&A-1, using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the Surviving Spouse is calculated in accordance with the Single Life Table found in Regulation Section 1.401(a)(9)-9, Q&A-1, for each Distribution Calendar Year after the year of the Participant's death using the Surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the Surviving Spouse's death, the remaining life expectancy of the Surviving Spouse is calculated using the age of the Surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(3) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated under the Single Life Table using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(b) **No Designated Beneficiary** – If the Participant dies on or after the date required distributions begin and there is no Designated Beneficiary as of the Participant's death who remains a Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated under the Single Life Table, using the age of the Participant in the year of death, reduced by one for each subsequent year.

7.10 Death Before Date Required Distributions Begin

(a) **Participant Survived By Designated Beneficiary** – If the Participant dies before the date required distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in paragraph 7.9.

(b) **No Designated Beneficiary** – If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of the date of death of the Participant who remains a Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(c) **Death Of Surviving Spouse Before Distributions To Surviving Spouse Are Required To Begin** – If the Participant dies before the date distributions begin, the Participant's Surviving Spouse is the

Participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse under paragraph 7.5(a), this paragraph 7.10 will apply as if the Surviving Spouse were the Participant.

7.11 Prior Pre-Retirement Distribution Options

(a) **Elimination of Pre-Retirement Age 70½ Distribution Option** – The pre-retirement age 70½ distribution option will only be eliminated for Employees who reach age 70½ in or after a calendar year that begins after the later of December 31, 1998, or the adoption date of this amended Plan. The pre-retirement age 70½ distribution option is an optional form of benefit under which benefits payable in a particular distribution form (including any modifications that may be elected after benefit commencement) begin at a time during the period that begins on or after January 1 of the calendar year in which an Employee reaches age 70½ and ends April 1 of the immediately following calendar year.

(b) **Election to Defer** – If the Plan Administrator offered an election to defer distributions, a Participant who reaches age 70½ in years after 1995 and who made the election by April 1 of the calendar year following the year in which he or she reached age 70½ (or by December 31, 1997, in the case of a Participant who reached age 70½ in 1996) may defer distribution until the calendar year following the calendar year in which his or her retirement occurs. If the Plan Administrator does not offer such an election, or if the election is offered but not made, the Participant will begin receiving distributions by April 1st of the calendar year following the year in which he or she reaches age 70½ (or by December 31, 1997 in the case of a Participant who reached age 70½ in 1996).

(c) **Election to Suspend** – If the Plan Administrator offered an election to suspend distributions, a Participant who reached age 70½ prior to 1997 and who made the election may stop distributions and recommence by April 1 of the calendar year following the year in which the Participant actually retires. In such an event, the Plan Administrator may elect that a new annuity starting date will begin upon the distribution recommencement date.

7.12 Transitional Rules

(a) Notwithstanding the other requirements of this Article, distribution on behalf of any Employee, may be made in accordance with all of the following requirements, regardless of when such distribution commences:

(1) the distribution by the Plan is one which would not have disqualified such Plan under Code Section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984,

(2) the distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant,

(3) such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984,

(4) the Participant had accrued a benefit under the Plan as of December 31, 1983, and

(5) the method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

(b) A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(c) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant or the Beneficiary to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made, if the method of distribution was specified in writing and the distribution satisfies the requirements in subparagraphs (a)(1) through (5) above.

(d) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code Section 401(a)(9) and the Regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code Section 401(a)(9) and the Regulations thereunder, but for the Code Section 242(b)(2) election of the Tax Equity and Fiscal Responsibility Act of 1982. For calendar years beginning after 1988, such distributions must meet the minimum distribution incidental benefit requirements in Regulation Section 1.401(a)(9)-2. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which

distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Regulation Section 1.401(a)(9)-8, Q&A-14 and Q&A-15 shall apply.

7.13 Designation Of Beneficiary

If a Participant completes or has completed a Beneficiary designation form in which the Participant designates his or her Spouse as the Beneficiary, and the Participant and the Participant's Spouse are legally divorced subsequent to the date of such designation, then the designation of such Spouse as a Beneficiary hereunder will be deemed null and void unless the Participant, subsequent to the legal divorce, reaffirms the designation by completing a new Beneficiary designation form.

(a) For purposes of the Plan, a Beneficiary is the person or persons designated as such in accordance with Code Section 401(a)(9) and the Regulations thereunder by the Participant or by the Participant's Surviving Spouse if the Participant's Surviving Spouse is entitled to receive distributions under the Plan. Such a designation by the Participant's Surviving Spouse, however, shall relate solely to the distributions to be made under the Plan after the death of both the Participant and the Surviving Spouse. A Beneficiary designation shall be communicated to the Plan Administrator on a form or other type of communication acceptable to the Plan Administrator for use in connection with the Plan, signed by the designating person, and subject to the last sentence of this subparagraph (a), filed with the Plan Administrator in accordance with this paragraph 7.13 not later than thirty (30) days after the designating person's death. In the event that the form is delivered to the Plan Administrator after the designating person's death, the designation must be witnessed by the Plan Administrator or a Notary Public. The form may name individuals, trusts or estates to take upon the contingency of survival and may specify or limit the manner of distribution thereto. In the event a Participant or the Participant's Surviving Spouse, as the case may be, fails to properly designate a Beneficiary (including, as improper, a designation to which the Participant's Surviving Spouse did not properly consent) or in the event that no properly designated Beneficiary survives the Participant or the Participant's Surviving Spouse, as applicable, then the Beneficiary of such person shall be his Surviving Spouse or, if none, his issue *per stirpes* or, if no issue, the Participant's surviving parents in equal shares, or if no surviving parents, then to the Participant's estate.

The Beneficiary designation last accepted by the Plan Administrator during the designating person's lifetime before such distribution is to commence shall be controlling and, whether or not fully dispositive of the vested portion of the account of the Participant involved, thereupon shall revoke all such forms previously filed by that person.

(b) Any Beneficiary designation made and in effect under a Qualified Plan immediately prior to that Plan's amendment and continuation in the form of this Plan shall be deemed to be a valid Beneficiary designation filed under this Plan to the extent consistent with this Plan.

(c) In the absence of a Beneficiary designation or other directive from the deceased Participant to the contrary, any Beneficiary may name his or her own Beneficiary to receive any benefits which may be payable in the event of the Beneficiary's death prior to the receipt of all the Participant's death benefits to which the Beneficiary was entitled.

(d) Notwithstanding any provision in this section, any Beneficiary named hereunder will be considered a contingent Beneficiary until the death of the Participant (or Beneficiary, as the case may be), and until such time will have no rights granted to Beneficiaries under the Plan.

7.14 Distributions To Minors And Individuals Who Are Legally Incompetent

Benefits payable to either a minor or an individual who has been declared legally incompetent shall be paid, at the direction of the conservator appointed either under a court order or applicable state law that permits such an individual to be a guardian for the benefit of said minor or incompetent.

7.15 Unclaimed Benefits

(a) The Plan Administrator shall notify Participants or Beneficiaries by mail sent to his or her last known address of record with the Employer when their benefits become distributable as provided at paragraph 6.8 hereof. If a Participant or Beneficiary does not respond to the notice within ninety (90) days of the date of the notice, the Plan Administrator may take reasonable steps to locate the Participant or Beneficiary including, but not limited to, requesting assistance from the Employer, Employees, Social Security Administration and/or the Internal Revenue Service.

(b) If the Participant cannot be located after a period of twelve (12) months, or such other period determined by the Plan Administrator, the Plan Administrator shall treat the benefit as a forfeiture pursuant to paragraph 8.7.

(c) If a Participant or Beneficiary later makes a claim for such benefit, the Plan Administrator shall validate such claim and provide the Participant or Beneficiary with all notices and other information necessary for the Participant or Beneficiary to perfect the claim. If the Plan Administrator validates the claim for benefits, the Participant's account balance shall be restored to the benefit amount treated as a forfeiture. Such benefit shall not be adjusted for investment earnings or losses during the period beginning on the date of forfeiture and ending on the date of restoration. The funds necessary to restore the Participant's account will first be taken from amounts eligible for reallocation or other disposition as forfeitures with respect to the Plan Year. If such funds do not exist or if such funds are insufficient, the Employer will make a contribution prior to the date on which the benefit is payable to restore such Participant's account. Such benefit shall be paid or commence to be paid in the same manner as if the benefit was eligible for distribution on the date the claim for benefit is validated.

(d) The Plan Administrator shall follow the same procedure in locating and subsequently treating as a forfeiture the benefit of a Participant or Beneficiary whose benefit has been properly paid under Plan terms but where the Participant or Beneficiary has not negotiated the benefit check(s).

(e) Notwithstanding the foregoing, alternative procedures for locating and administering the benefits of missing Plan Participants may be established by the Plan Administrator.

(f) In the event of a Plan termination, the Plan Administrator may apply such search methods for locating missing Participants as described in the Department of Labor Field Assistance Bulletin 2004-02 as it considers in its sole discretion appropriate under the circumstances.

(g) Unless elected otherwise in the Adoption Agreement, if a terminated Participant cannot be located, the Participant's Vested Account Balance is in excess of \$1,000 but not greater than \$5,000, and no Participant election has been made regarding the disposition of his or her Vested Account Balance, the automatic rollover provisions of Code Section 401(a)(31)(B) as contained in paragraph 6.5 shall be applied to said account.

ARTICLE VIII VESTING

8.1 *Employee Contributions*

A Participant shall always have a 100% vested and nonforfeitable interest in his or her Voluntary After-tax Contributions, Qualified Voluntary Contributions, Rollover and Transfer Contributions, plus the earnings thereon. No forfeiture of Employer contributions will occur solely as a result of a Participant's withdrawal of any Employee contributions. Separate accounts for each contribution source will be maintained for each Participant. Each account will be credited with the applicable contributions and earnings thereon.

8.2 *Employer Contributions*

A Participant shall acquire a vested and nonforfeitable interest in his or her account attributable to Employer contributions in accordance with the schedule selected in the Adoption Agreement, provided that if a Participant is not already fully vested, he or she shall become so upon attaining Normal Retirement Age, Early Retirement Age, on death prior to normal retirement (provided the Participant has not terminated employment prior to death), on retirement due to Disability, or on termination of the Plan. Any contributions made on behalf of a Participant with a Disability within the meaning of Code Section 22(e)(3) at the election of the Employer must be fully vested when made.

8.3 *Computation Period*

The vesting computation period used for determining Years of Service and Breaks in Service when calculating the vesting of a Participant means any twelve (12) consecutive month period as elected in the Adoption Agreement during which an Employee completes the number of Hours of Service [not to exceed 1,000] as specified in the Adoption Agreement. Alternatively, if the Plan elects the Elapsed Time method of crediting Service, the vesting computation period for which the Employee receives credit for a Period of Service will be determined under the Service crediting rules of paragraph 1.74.

8.4 *Requalification Prior To Five Consecutive One-Year Breaks In Service*

Subject to Article VI, the account balance of a Participant who is re-employed prior to incurring five (5) consecutive one (1) year Breaks in Service or Periods of Severance shall consist of any undistributed amount in his or her account as of the date of re-employment plus any future contributions added to such account plus the investment earnings on the account. The Vested Account Balance of such Participant shall be determined by multiplying the Participant's account balance (adjusted to include any distribution or redeposit made under paragraph 6.3) by such Participant's vested percentage. All Service of the Participant, both prior to and following the break, shall be counted when computing the Participant's vested percentage.

8.5 *Requalification After Five Consecutive One-Year Breaks In Service*

Subject to Article VI, if a Participant was not fully vested prior to termination of employment and is re-employed after incurring five (5) consecutive one (1) year Breaks in Service or Periods of Severance, a new account shall be established for such Participant to separate his or her deferred vested and nonforfeitable account, if any, from the account to which new allocations will be made. The Participant's deferred account to the extent remaining shall be fully vested and shall continue to share in earnings and losses of the Trust. When computing the Participant's vested portion of the new account, all pre-break and post-break Service shall be counted. However, notwithstanding this provision, no such former Participant who has had five (5) consecutive one (1) year Breaks in Service or Periods of Severance shall acquire a larger vested and nonforfeitable interest in his or her prior account balance as a result of requalification hereunder.

8.6 *Calculating Vested Interest*

A Participant's vested and nonforfeitable interest, as determined by the Plan Administrator, shall be calculated by multiplying the fair market value of his or her account attributable to Employer contributions on the Valuation Date concurrent with or preceding distribution by the decimal equivalent of the vested percentage as of his or her termination date. The amount attributable to Employer contributions for purposes of the calculation includes amounts previously paid out pursuant to paragraph 6.5 and not repaid. The Participant's vested and nonforfeitable interest, once calculated above, shall be reduced to reflect those amounts previously paid out to the Participant and not repaid by the Participant. The Participant's vested and nonforfeitable interest so determined shall continue to share in the investment earnings and any increase or decrease in the fair market value of the Trust up to the Valuation Date preceding or coinciding with payment.

8.7 *Forfeitures*

Any balance in the account of a Participant who has separated from Service to which he or she is not entitled under the foregoing provisions, shall be forfeited and applied as provided in the Adoption Agreement, or in accordance with a policy established by the Plan Administrator. The reallocation or other disposition of a non-vested benefit may only occur if the Participant has received payment of his or her entire vested benefit from the Plan, if the Participant has incurred five (5) consecutive one (1) year Breaks in Service, or a deemed cash-out has occurred. A Participant who is zero percent (0%) vested will have a deemed cash-out distribution on the date of the Participant's separation from Service and will not be entitled to an allocation of any forfeitures (if reallocated) of any portion of his account balance

or of any other Participant who has terminated Service in the same or prior Plan Year. While awaiting reallocation or other disposition, the Plan Administrator or his designate, if applicable, shall have the right to leave the non-vested benefit in the Participant's account or may transfer the non-vested benefit to a forfeiture suspense account. Amounts held in a forfeiture suspense account may share in any increase or decrease in fair market value of the assets of the Trust in accordance with Article V of the Plan. The Plan Administrator or his designate shall make such determination, if applicable. If the vested portion of a Participant's account balance is not distributed by the end of the second Plan Year after such Participant's termination of employment, forfeiture of the non-vested portion of the Participant's account balance may not take place until such Participant has incurred five (5) consecutive one (1) year Breaks in Service.

If a Participant's account balance is forfeited prior to five (5) consecutive one (1) year Breaks in Service, the amount necessary to restore the account balance to a Participant will be obtained from one of the following sources: current Plan Year's forfeitures; an additional Employer contribution; or earnings on investments for the applicable Plan Year, as determined by the Plan Administrator. For purposes of this paragraph, if the value of a Participant's Vested Account Balance is zero (0), the Participant shall be deemed to have received a distribution of such Vested Account Balance.

Benefits with respect to Participants who cannot be located as provided at paragraph 7.15 hereof will be treated in the same manner as a forfeiture. In the event the Participant's or Beneficiary's account balance is less than \$1,000, and the Employer does not make a contribution for the Plan Year during which the forfeiture takes place, such amount shall first be applied to pay Plan expenses. If there are no such expenses, it shall then be allocated to eligible Participant accounts as if the amount were the Employer's contribution for such Plan Year. If any Participant's vested account balance is forfeited because the Participant or Beneficiary cannot be found, such benefit will be reinstated if the Participant or Beneficiary makes a claim. Notwithstanding the foregoing, the Plan Administrator may establish alternative procedures for locating and administering the benefits of missing Plan Participants.

8.8 ***[Reserved]***

8.9 ***Compliance With Uniformed Services Employment And Reemployment Rights Act Of 1994***

Notwithstanding any provision of this Plan to the contrary, Years of Service for vesting will be credited to Participants with respect to periods of qualified military service as provided in Code Section 414(u).

ARTICLE IX LIMITATIONS ON ALLOCATIONS

9.1 Maximum Annual Additions

For Limitation Years beginning on or after January 1, 2008, the Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

- (a) \$46,000, as adjusted for increases in the cost-of-living under Code Section 415(d), or
- (b) 100% of the Participant's Compensation, within the meaning of Code Section 415(c)(3), for the Limitation Year.

The Compensation limit referred to in (b) above shall not apply to any contribution for medical benefits after separation from Service [within the meaning of Code Section 401(h) or Code Section 419A(f)(2)] that is otherwise treated as an Annual Addition.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve (12) consecutive month period, the maximum permissible amount will not exceed the Defined Contribution Dollar Limitation multiplied by the following fraction the numerator of which is the number of months in the short Limitation Year, and the denominator of which is twelve (12).

9.2 Participation In This Plan Only

If the Participant does not participate in and has never participated in another Qualified Plan, a Welfare Benefit Fund, individual medical account as defined in Code Section 415(l)(2), or a Simplified Employee Pension Plan as defined in Code Section 408(k) maintained by the adopting Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's account for any Limitation Year will not exceed the lesser of the Maximum Permissible Amount or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount contributed or allocated will be reduced so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount. Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimate of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year.

9.3 Disposition Of Excess Annual Additions

If there is an Excess Annual Addition due to an error in estimating a Participant's Compensation for a Limitation Year under paragraph 9.1, or as a result of the allocation of forfeitures, the excess will be distributed to the affected Participant in the following order:

- (a) Any Voluntary After-tax Contributions plus the investment earnings thereon, to the extent they would reduce the excess, shall be returned to the Participant.
- (b) If an excess still exists, the excess will be held either unallocated in a suspense account or forfeited in accordance with the "spillover method" as elected in the Adoption Agreement.
- (c) When the suspense account method is used, and the Participant is not covered by the Plan at the end of the Limitation Year, the Plan Administrator will apply the suspense account to reduce future Employer contributions for all remaining Participants in the next Limitation Year, and each succeeding Limitation Year until the Excess Annual Addition is eliminated. If a suspense account is in existence at any time during a Limitation Year, all amounts in the suspense account must be allocated to Participant accounts before any Employer contributions or any Employee contributions may be made to the Plan for that Limitation Year. If a suspense account is in existence at any time during a Limitation Year pursuant to this paragraph, it will not participate in the allocation of investment gains or losses.

Any Excess Annual Addition as determined under paragraph 9.1 above shall be corrected by the use of the Employee Plans Compliance Resolution System or any other correction method permitted by law.

9.4 Participation In Multiple Defined Contribution Plans

The Annual Additions which may be credited to a Participant's account under this Plan for any Limitation Year will not exceed the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under other qualified Defined Contribution Plans, Welfare Benefit funds, individual medical accounts and Simplified Employee Pension Plans maintained by the Employer are less than the Maximum Permissible Amount and the Employer contribution that would otherwise be contributed or allocated to the Participant's account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated under this Plan will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the

Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other Defined Contribution Plans and Welfare Benefit funds in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's account under this Plan for the Limitation Year. Prior to determining the Participant's actual Compensation for the Limitation Year, the Employer may determine the Maximum Permissible Amount for a Participant in the manner described in paragraph 9.1. As soon as administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year. If the Participant is covered under another qualified Defined Contribution Plan maintained by the Employer, Annual Additions which may be credited to the Participant's account under this Plan for any Limitation Year will be limited in accordance with this paragraph unless the Employer specifies other limitations in the Adoption Agreement.

9.5 Disposition Of Excess Annual Additions Under Two Plans

If a Participant's Annual Additions under this Plan and such other plans as described in the preceding paragraph would result in an Excess Annual Additions for a Limitation Year due to an error in estimating a Participant's Compensation for a Limitation Year under paragraph 9.4 or as a result of forfeitures, the Excess Annual Additions will be deemed to consist of the Annual Additions last allocated except that Annual Additions attributable to a Simplified Employee Pension Plan will be deemed to have been allocated first and then Annual Additions to a Welfare Benefit Fund or individual medical account as defined in Code Section 415(l)(2) will be deemed to have been allocated next regardless of the actual Allocation Date. If an Excess Annual Addition was allocated to a Participant on a Valuation or Allocation Date of this Plan that coincides with a valuation or allocation date of another plan, the Excess Annual Additions attributed to this Plan will be the product of:

- (a) the total Excess Annual Additions allocated as of such date, times
- (b) the ratio of:
 - (1) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan, to
 - (2) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified Defined Contribution Plans.

Any Excess Annual Additions attributed to this Plan will be disposed of in the manner described in paragraph 9.3.

ARTICLE X ADMINISTRATION

10.1 Plan Administrator

The Plan shall be administered by the Plan Administrator who shall have the authority to enforce the Plan on behalf of any persons having or claiming any interest under the Plan and who shall be responsible for the operation of the Plan in accordance with its terms. The Plan Administrator shall determine by rules of uniform application all questions arising out of the administration, interpretation and application of the Plan which determination(s) shall be conclusive and binding on all parties. The Employer will serve as Plan Administrator unless an individual or other entity (excluding the Trustee or Custodian, unless they are the Employer sponsoring the Plan) is named to serve in such capacity. The Plan Administrator may appoint or allocate the duties of the Plan Administrator among several individuals or entities. The Plan Administrator's duties shall include:

- (a) appointing the Plan's attorney, accountant, Service Provider, actuary, or any other party needed to administer the Plan;
- (b) directing the appropriate party with respect to payments from the Trust;
- (c) communicating with Employees regarding their participation and benefits under the Plan, including the administration of all claims procedures;
- (d) maintaining all necessary records for the administration of the Plan, nondiscrimination testing, and filing any returns and reports with the Internal Revenue Service, Department of Labor, or any other governmental agency;
- (e) reviewing and approving any financial reports, investment reviews, or other reports prepared by any party appointed by the Employer under paragraph (a);
- (f) establishing a funding policy and investment objectives consistent with the purposes of the Plan;
- (g) construing and resolving any question of Plan interpretation and questions of fact. The Plan Administrator's interpretation of Plan provisions and resolution of questions of facts including eligibility and amount of benefits under the Plan is final and unless it can be shown to be arbitrary and capricious, will not be subject to "de novo" review;
- (h) monitoring the activities of the Trustee and the performance of, and making changes when necessary to, the portfolio of the Plan;
- (i) obtaining a legal determination of the qualified status of all domestic relations orders and complying with the requirements of the law with regard thereto;
- (j) administering any loan program including ensuring that any and all loans made by the Plan are in compliance with the requirements of the Internal Revenue Code and the Regulations issued thereunder;
- (k) determining from the records of the Employer, the Compensation, Service, records, status, and the other facts regarding Participants and Employees;
- (l) selecting the insurer to provide any life insurance policy to be purchased for any Participant hereunder; and
- (m) the right to employ others, including legal counsel who may, but need not, be counsel to the Employer, to render advice regarding any questions which may arise with respect to its rights, duties and responsibilities under the Plan, and may rely upon the opinions or certificates of any such person.

10.2 Persons Serving As Plan Administrator

If the Employer is no longer in existence, and the Plan or the Employer does not specify the person to take an action or otherwise serve in the place of the Employer in connection with the operation of the Plan, the Plan Administrator shall so act or serve, but if there is no person serving as Plan Administrator, then a successor shall be designated in writing by a majority of Participants whose accounts under the Plan have not yet been fully distributed at such time. A majority of the legally competent Beneficiaries of a deceased Participant then entitled to receive benefits may exercise a deceased Participant's right to participate in that designation and shall be considered for that purpose to be one Participant, in the Participant's place.

10.3 Action By Employer

Any action required of the Employer under the Plan shall be executed by the sole proprietor (if the Employer is a sole proprietorship), by a general partner or member of the Employer (if the Employer is a partnership or limited liability company), or by the board of directors or a duly authorized officer of the Employer (if the Employer is a corporation or

other similarly organized business entity). If the Employer is no longer in existence, and the Plan does not specify the person to take an action, or otherwise serve in the place of the Employer in connection with the operation of the Plan, the Plan Administrator shall so act or serve, but if there is no person serving as Plan Administrator, such action shall be taken by a person selected following the approach referred to in paragraph 10.2. The Trustee and/or Custodian shall have no responsibility for inquiring into the authority of any person purporting to act on behalf of an Employer and shall not assume any such responsibility.

10.4 **Responsibilities Of The Parties**

(a) The Employer and the Plan Administrator shall cooperate with each other in all respects, including the provision to each other of records and other information relating to the Plan, as may be necessary or appropriate for the proper operation of the Plan or as may be required under the Code.

(b) The Plan Administrator may delegate in writing all or any part of the Plan Administrator's responsibilities under the Plan to agents or others by written agreement communicated to the delegate and to the Employer or, if the Employer is no longer in existence, to such person or persons selected following the approach in paragraph 10.2 and, in the same manner, may revoke any such delegation of responsibility. Any action of a delegate in the exercise of such delegated responsibilities shall have the same force and effect for all purposes as if the Plan Administrator had taken such action. The delegate shall have the right, in such person's sole discretion, by written instrument delivered to the Plan Administrator, to reject and refuse to exercise any such delegated authority. The Trustee and/or Custodian need not act on instructions of such a delegate despite any knowledge of such delegation, but may require the Plan Administrator to directly provide all instructions necessary under the Plan.

(c) Unless otherwise provided in a separate Trust agreement, responsibility with respect to the investment of the Trust shall be as elected in the Adoption Agreement. The Trustee and/or Custodian shall invest the amounts allocated to Participants' accounts pursuant, as applicable, to the elections in the Adoption Agreement, Articles X and XI and/or in accordance with investment directions from authorized parties as provided hereunder.

(d) The Trustee and/or Custodian (or other agent appointed for this purpose) may act upon receipt of directions (including without limitation, directions pursuant to a voice response system, facsimile or other electronic or mechanical means). The Trustee and/or Custodian shall be fully protected and will incur no liability for doing so.

10.5 **Promulgating Notices And Procedures**

The Employer and Plan Administrator are given the power and responsibility to promulgate certain written notices, policies and/or procedures under the terms of the Plan and disseminate same to the Participants, and the Plan Administrator may satisfy such responsibility by the preparation of any such notice, policy and/or procedure in a written form which can be published and communicated to a Participant in one or more of the following ways:

- (a) by distribution in hard copy;
- (b) through distribution of a summary plan description or summary of material modifications thereto which sets forth the policy or procedure with respect to a right, benefit or feature offered under the Plan;
- (c) by e-mail, either to a Participant's personal e-mail address or his or her Employer-maintained e-mail address; and
- (d) by publication on a web-site accessible by the Participant, provided the Participant is notified of the web-site publication. Any notice, policy and/or procedure provided through an electronic medium will only be valid if the electronic medium which is used is reasonably designed to provide the notice, policy and/or procedure in a manner no less understandable to the Participant than a written document, and under such medium, at the time the notice, policy and/or procedure is provided, the Employee may request and receive the notice, policy and/or procedure on a written paper document at no charge.

Effective January 1, 2007, any "applicable notice" (as defined in Regulation Section 1.401(a) – 21(e)(1)) provided to Participants through an electronic medium must also meet the following requirements:

- (a) The electronic system must be designed to alert the Participant, at the time an applicable notice is provided, to the significance of the information in the notice (including identification of the subject matter of the notice) and provide any instructions needed to access the notice, in a manner that is readily understandable;
- (b) The electronic record of any applicable notice must be maintained in a form that is capable of being retained and accurately reproduced for later reference.

The electronic medium used to provide an applicable notice must be a medium that the Participant has the effective ability to access. In addition, at the time the applicable notice is provided, the Participant must be advised that he or

she may request or receive the applicable notice on a written paper document at no charge, and, upon request, the applicable notice must be provided to the recipient at no charge.

Use of Electronic Media for Participant Elections. A Participant Election (as defined in Regulation Section 1.401(a)-21(e)(6)) may be made using an electronic medium, and will be treated as being provided in writing or in written form, only if the following requirements are satisfied:

- (a) **Effective ability to access.** The electronic medium under an electronic system used to make a Participant Election must be a medium that the person who is eligible to make the election is effectively able to access.
- (b) **Authentication.** The electronic system used in making Participant Elections is reasonably designed to preclude any person other than the appropriate individual from making the election.
- (c) **Opportunity to review.** The electronic system used in making Participant Elections provides the person making the Participant Election with a reasonable opportunity to review, confirm, modify, or rescind the terms of the election before the election becomes effective.
- (d) **Confirmation of action.** The person making the Participant Election receives, within a reasonable time, a confirmation of the effect of the election under the terms of the plan or arrangement through either a written paper document or an electronic medium under a system that satisfies the requirements of either paragraph (b) or (c) of Regulation Section 1.401(a)-21 (as if the confirmation were an applicable notice).

In the case of a Participant Election which is required to be witnessed by a Plan representative or a notary public, the signature of the individual making the Participant Election must be witnessed in the physical presence of a plan representative or a notary public.

An electronic notarization acknowledging a signature (in accordance with Section 101(g) of E-SIGN and State law applicable to notary publics) may be permitted by the Plan if the signature of the individual is witnessed in the physical presence of a notary public.

10.6 Appointment Of Investment Manager

Unless otherwise provided in a separate Trust or investment policy agreement, the Employer or its designate shall make the appointment of an investment manager in accordance with this Article. If an investment manager is appointed, such entity or individual must be registered directly or indirectly as an investment manager under the Investment Advisors Act of 1940 or under applicable state law, or be a bank as defined in said Act or an insurance company qualified under the laws of more than one state to perform investment management services. An investment manager shall acknowledge in writing its appointment and fiduciary status hereunder and shall agree to comply with all applicable provisions of this document. The Employer, Plan Administrator, Trustee and any properly appointed investment manager may execute a written agreement which shall be incorporated by reference into the Plan which delineates the duties, responsibilities and any liabilities of the investment manager with respect to any part of the Trust Fund which the Employer manages. The investment manager shall have the investment powers granted the Trustee in paragraph 11.8 except to the extent the investment manager's powers are limited by the investment management agreement. A copy of the investment management agreement (and any modifications or termination thereof) must be provided to the Trustee or Custodian (in the instance where there is no Trustee). Written notice of each appointment of an investment manager shall be given to the Trustee or Custodian (in the instance where there is no Trustee) in advance of the effective date of the appointment. Such notice or agreement shall specify what portion of the Trust Fund will be subject to the investment manager's discretion.

10.7 Participant Investment Direction

If elected by the Employer in the Adoption Agreement, Participants shall be given the option to direct the investment of such part of their account balances as specified therein. The Employer from time to time shall select the investments to be made available, including the appointment of any investment manager to manage the assets of any Participant's account. The Employer, independent of the Trustee, shall be responsible for reviewing the performance of such investments. The following administrative procedures shall apply to the administration of investments selected by the Employer or the Employer's designated fiduciary:

- (a) The Plan Administrator shall administer the program.
- (b) At the time an Employee becomes eligible for the Plan, he or she shall provide the Plan Administrator an investment designation stating the percentage of his or her contributions to be invested in the available investments.
- (c) A Participant may change his or her election with respect to future contributions by notifying the Employer, or if agreed upon, Trustee and/or Custodian or other Service Provider, as they shall mutually agree, in accordance with the procedures established by the Plan Administrator.

(d) A Participant may transfer or exchange his or her balance from one investment alternative to another by notifying the Employer, Trustee and/or Custodian or other Service Provider, as they shall mutually agree, in accordance with the procedures established by the Plan Administrator.

(e) The investment alternatives offered under the Plan may be limited. Investments may be restricted to specific investment alternatives selected, including but not limited to, certain mutual funds, investment contracts, collective funds or deposit accounts. If investments outside the alternatives selected are permitted, Participants may not direct that investments be made in collectibles other than U.S. Government or state issued gold and silver coins.

(f) The Plan Administrator may permit a Beneficiary of a deceased Participant or alternate payee under a Qualified Domestic Relations Order [as defined in Code Section 414(p)] to individually direct their account in accordance with this paragraph.

(g) Investment directions will be processed as soon as administratively practicable after proper investment directions are received from the Participant. The Employer, Plan Administrator, Service Provider, Trustee and/or Custodian cannot provide any guarantee of the timing of processing of any investment directive. The Employer, Plan Administrator, Service Provider, Trustee and/or Custodian reserve the right not to value an investment alternative or a Participant's account on any given Valuation Date for any reason deemed appropriate by the Employer or Plan Administrator. The Employer, Plan Administrator, Service Provider, Trustee and/or Custodian further reserve the right to delay the processing of any investment transaction for any legitimate business reason including but not limited to failure of systems or computer programs, failure of the means of the transmission of data, force majeure, the failure of a Service Provider to timely receive values or prices, to correct its errors or omissions or the errors or omissions of any Service Provider.

(h) Notwithstanding the foregoing, and regardless of a Participant's authority to direct the investment of assets allocated to his or her account, the Employer is authorized and empowered to direct the Trustee to invest funds in short term investments pending other investment instructions by the Plan Administrator.

(i) If the Plan permits Participants the right to reallocate their contributions to a different fund and to transfer contributions into and out of investments provided under the Plan, subject to possible restrictions on these types of transactions. The Plan Administrator may decline to implement investment directives where it in its sole discretion deems it appropriate (for example, directive may be declined for excessive trading, market timing, or for any other legitimate reason where the Plan Administrator believes that it would be imprudent to implement the directive). The Plan Administrator has the power to adopt such rules and procedures to govern all Participant elections and directions under the terms of the Plan.

(j) All investment designations made by Participants are to be made subject to and in accordance with such rules or procedures as the Plan Administrator shall adopt. Any such rules or procedures when properly executed in a written document, will be deemed incorporated in this Plan. The rules or procedures therein may be modified or amended by the Plan Administrator without the necessity of amending this paragraph: however, any such modification must be communicated to Participants in a manner described in paragraph 10.5. Notwithstanding the foregoing: (1) a summary plan description or summary of material modifications in which the rules or procedures which describe investment designations are outlined shall be considered a separate written document sufficient to satisfy the requirements of this paragraph; and (2) any rules or procedures established under this paragraph must be applied in a uniform nondiscriminatory manner.

10.8 Participant Loans

Unless otherwise provided in a separate loan policy or Trust agreement, and if permitted by the Employer in the Adoption Agreement, a Plan Participant and Beneficiaries who are parties-in-interest may make application to the Plan Administrator requesting a loan from the Plan. The Plan Administrator shall have the sole right to approve or deny a Participant's application provided that loans shall be made available to all Participants on a reasonably equivalent basis. Any loan granted under the Plan shall be made in accordance with the terms of a written loan policy adopted by the Employer which is hereby incorporated by reference and made a part of this Basic Plan Document. The loan policy may be amended in writing from time to time without the necessity of amending this paragraph and shall be subject to the following rules to the extent such rules are not inconsistent with such loan policy.

(a) No loan, when aggregated with any outstanding loan(s) to the Participant, shall exceed the lesser of (i) \$50,000 reduced by the excess, if any, of the Participant's highest outstanding balance of all loans on any day during the one (1) year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the Participant's loan is made or (ii) one-half of the fair market value of the Participant's Vested Account Balance consisting of contributions as specified in the loan policy. An election may be made in the loan policy, that if the Participant's Vested Account Balance is \$20,000 or less, the maximum loan shall not exceed the lesser of \$10,000 or 100% of the Participant's Vested Account Balance. For the purpose of the above limitation, all loans from all plans of the Employer and other members of a group of employers described in Code Sections 414(b),

414(c), and 414(m) are aggregated. An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.

(b) All applications must be in accordance with procedures adopted by the Plan Administrator.

(c) Any loan shall bear interest at a rate reasonable at the time of application, considering the purpose of the loan and the rate being charged by representative commercial banks in the local area for a similar loan unless the Plan Administrator sets forth a different method for determining loan interest rates in its written loan procedures. The loan agreement shall also provide that the payment of principal and interest be amortized in level payments not less frequently than quarterly.

(d) The term of such loan shall not exceed a period of five (5) years except in the case of a loan for the purpose of acquiring any house, apartment, condominium, or mobile home that is used or is to be used within a reasonable time as the principal residence of the Participant. The Plan Administrator in accordance with the Plan's loan policy shall determine the term of such loan.

(e) The principal and interest paid by a Participant on his or her loan shall be credited to the Plan in the same manner as for any other Plan investment. Unless otherwise provided in the loan policy, loans will be treated as segregated investments of the individual Participant on whose behalf the loan was made. This provision is not available if its election will result in discrimination in the operation of the Plan.

(f) If the Plan Administrator approves a Participant's loan request, it shall be evidenced by a note, loan agreement, and assignment of up to 50% of his or her interest in the Trust as collateral for the loan.

(g) Notwithstanding any other provision of this Plan, the portion of the Participant's Vested Account Balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan. If less than 100% of the Participant's Vested Account Balance (determined without regard to the preceding sentence) is payable to the Surviving Spouse, then the account balance shall be adjusted by first reducing the Vested Account Balance by the amount of the security used as repayment of the loan, and then determining the benefit payable to the Surviving Spouse.

(h) Any loan made hereunder shall be subject to the provisions of a loan agreement, promissory note, security agreement, payroll withholding authorization and, if applicable, financial disclosure. Such documentation may contain additional loan terms and conditions not specifically itemized in this section provided that such terms and conditions do not conflict with this section. Such additional terms and conditions may include, but are not limited to, procedures regarding default, a grace period for missed payments, and acceleration of a loan's maturity date on specific events such as termination of employment.

(i) Liquidation of a Participant's assets for the purpose of the loan will be allocated on a pro-rata basis across all the investment alternatives in a Participant's account, unless otherwise specified by the Participant, Plan Administrator, or the Plan's loan policy.

(j) If the Plan Administrator approves a request for a loan, funds shall be withdrawn from the recordkeeping subaccounts specified by the Participant or in the absence of such a specification, from the recordkeeping subaccounts in the order specified in the loan policy.

(k) If a Plan permits loans to Participants, the Trustee and/or Custodian may appoint the Employer as its agent, and if the Employer accepts such appointment, agree to hold all notes and other evidence of any loans made to Participants. If provided in the loan policy, the Plan Administrator may also require additional collateral in order to adequately secure the loan. The Employer shall hold such notes and evidence under such conditions of safekeeping as is prudent. The Trustee and/or Custodian may account for all loans in the aggregate so that all Participant loans will be shown collectively as a single asset of the Plan.

(l) Unless otherwise elected in the Adoption Agreement, loan payments shall be suspended under this Plan during periods of military service, as permitted under Code Section 414(u).

10.9 **Insurance Policies**

If elected by the Employer in the Adoption Agreement and agreed to by the Trustee or Custodian, Participants may purchase life insurance policies under the Plan. Any life insurance premium paid for any Participant out of the Employer contributions will be made on behalf of the Participant unless the amount of such payment, plus all premiums previously paid on behalf of such Participant is (a) with respect to ordinary life insurance policies, which may be contracts with both non-decreasing death benefits and non-increasing premiums, less than 50% of the Employer Contributions and forfeitures allocated to the Participant's account determined on the date the premium is paid, (b) with respect to term and universal life policies and all other life insurance contracts which are not ordinary life, less than 25% of such allocation amounts, or (c) a combination of ordinary life and term and/or universal life

insurance policies are purchased, the sum of the term and universal life insurance premiums plus one-half of the ordinary life premiums may not exceed 25% of such amounts allocated. Dividends received on life insurance policies shall be considered a reduction of premiums paid in such computations. If the Plan established is a profit-sharing plan, the incidental insurance benefit requirement is not applicable if the Plan purchases life insurance benefits from only Employer contributions which have been allocated to the Participant's account for at least two (2) years.

(a) The Employer or its agent shall select the insurance company and the policy and direct the Trustee or Custodian, as applicable, to purchase the insurance contract. Such direction shall include but not be limited to the term, price and the insurance company from which the policy should be purchased.

(b) The Trustee or Custodian, as applicable, shall apply for and will be the owner of any insurance contract and named beneficiary of any policies purchased under the terms of this Plan. The insurance contract(s) must provide that proceeds will be payable to the Trustee or Custodian, as applicable, however the Trustee or Custodian shall be required to pay over all the proceeds of the contract(s) to the Participant's designated Beneficiary in accordance with the distributions provisions of this Plan. A Participant's Spouse will be the designated Beneficiary of the proceeds in all circumstances unless an election has been made. Under no circumstances shall the Trust or custodial account, as applicable, retain any part of the proceeds. In the event of any conflict between the terms of this Basic Plan Document and the terms of any insurance contract purchased hereunder, these Plan provisions shall control. The Beneficiary of a deceased Participant shall receive, in addition to the proceeds of the Participant's policy or policies, the amount credited to such Participant's account.

(c) A Participant who is uninsurable or insurable at substandard rates may elect to receive a reduced amount of insurance, if available, or may waive the purchase of any insurance.

(d) All dividends or other returns received on any policy purchased shall be applied to reduce the next premium due on such policy, or if no further premium is due, such amount shall be credited to the Trust as part of the account of the Participant for whom the policy is held.

(e) If Employer contributions are inadequate to pay all premiums on all insurance policies, the Trustee or Custodian may, at the option of the Employer, utilize other amounts remaining in each Participant's account to pay the premiums on his or her respective policy or policies, allow the policies to lapse, reduce the policies to a level at which they may be maintained, or borrow against the policies on a prorated basis, provided that the borrowing does not discriminate in favor of the policies on the lives of highly compensated employees.

(f) The Employer may discontinue the investment in life insurance policies at any time. If the Plan provides for Participant directed investments, life insurance as an investment option may be eliminated by the Plan Administrator. Where life insurance investment options are being discontinued, the Plan Administrator in its sole discretion, may offer to sell the insurance policies to the Participant, or to another person, provided the prohibited transaction exemption requirements of the Department of Labor are satisfied. Such payment shall be credited to the Participant's account for distribution under the terms of the Plan.

(g) The Employer shall be solely responsible to ensure the insurance provisions are administered properly and that if there is any conflict between the provisions of this Plan and any insurance contracts issued, the terms of this document will control.

(h) Notwithstanding the above, in profit-sharing plans, the limitations imposed herein with respect to the purchase of life insurance shall not apply to any Participant who has participated in this Plan for five (5) or more years or to the portion of a Participant's Vested Account Balance that would be eligible for withdrawal under paragraph 6.8 (whether or not in-service withdrawals are actually allowed under the Plan) that has accumulated for at least two (2) Plan Years. No amount of Qualified Voluntary Contributions made to the Plan may be used to purchase life insurance. In addition, under such Plans, a Participant may, subject to the limitations set forth in this subparagraph, elect to have "key man" life insurance purchased on the life of any Participant who is considered essential to the success of the Employer's business. In such case, the proceeds of such a life insurance contract in excess of such contract's cash value as of the date of death of such insured shall be paid to the Beneficiaries named with respect to such contract. The cash value of the contract shall be added to the Participant's Vested Account Balance.

(i) No insurance contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Employer and the insurer provides that no value under contracts providing benefits under the Plan or credits determined by the insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one (1) year of the contribution.

(j) If this Plan is funded by group annuity contracts, under the group annuity contract, premiums or other consideration received by the insurance company must be allocated to Participants' accounts under the Plan.

10.10 Determination Of Qualified Domestic Relations Order (QDRO Or Order)

Unless otherwise provided in a separate Trust agreement or other separate written document such as the Plan's QDRO Procedures, or the Plan Administrator determines otherwise, a domestic relations order shall state all of the following in order to be deemed a Qualified Domestic Relations Order ("QDRO"):

(a) The name and last known mailing address (if any) of the Participant and of each alternate payee covered by the QDRO. However, if the QDRO does not specify the current mailing address of the alternate payee, but the Plan Administrator has independent knowledge of that address, the QDRO will still be valid.

(b) The dollar amount or percentage of the Participant's benefit to be paid by the Plan to each alternate payee, or the manner in which the amount or percentage will be determined.

(c) The number of payments or period for which the order applies.

(d) The specific Plan (by name) or account to which the domestic relations order applies.

The domestic relations order shall not be deemed a QDRO if it requires the Plan to provide:

(e) any type or form of benefit or any option not already provided for in the Plan;

(f) increased benefits or benefits in excess of the Participant's vested rights;

(g) payment of benefits to an alternate payee which are required to be paid to another alternate payee under another QDRO.

Upon receipt of a domestic relations order ("Order") which may or may not be "qualified", the Plan Administrator shall notify the Participant and any alternate payee(s) named in the Order of such receipt, and forward either a copy of this paragraph or other written QDRO policies and procedures. The Plan Administrator shall establish written procedures to establish the qualified status of a domestic relations order, which may include forwarding the Order to the Plan's legal counsel for an opinion as to whether or not the Order is in fact "qualified" as defined in Code Section 414(p). Within a reasonable time after receipt of the Order, the Plan Administrator shall make a determination as to its "qualified" status and the Participant and any alternate payee(s) shall be promptly notified in writing of the determination.

If the Order is not qualified or the status is not resolved within eighteen (18) months beginning with the date the first payment would have to be made under the Order, the Plan Administrator shall pay the segregated amounts plus interest to the person(s) who would have been entitled to the benefits had there been no Order. If a determination as to the qualified status of the Order is made after the eighteen (18) month period described above, then the Order shall only be applied on a prospective basis. If the Order is determined to be a QDRO, the Participant and alternate payee(s) shall again be notified promptly after such determination. Once an Order is deemed a QDRO, the Plan Administrator shall pay to the alternate payee(s) all the amounts due under the QDRO, including segregated amounts plus earnings, if any, which may have accrued during a dispute as to the Order's qualification, in accordance with the terms of the QDRO.

The costs of administering the Plan may be shared between Participants and the Employer. In addition to other administrative costs may be deducted from your contributions or accounts. These additional costs fees associated with the qualification of a domestic relations order may be charged back to the Participant and/or Alternate Payee. The Plan Administrator will notify the parties involved of any costs that are charged to a Plan Account in the operation of the Plan.

10.11 Receipt And Release For Payments

Unless otherwise provided in a separate Trust agreement, any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of the Plan shall be in full satisfaction of all claims hereunder against the Trustee, Employer or Plan Administrator each of whom may require such Participant, legal representative, Beneficiary, guardian or committee as a condition prior to such payment, to execute a receipt and release in such form as shall be determined by the Trustee, Employer or Plan Administrator.

10.12 Resignation And Removal

Unless otherwise provided in a separate Trust agreement, an individual serving as Plan Administrator may resign by giving written notice to the Employer, or if the Employer is no longer in existence, to the Trustee and/or Custodian, as applicable not less than thirty (30) days before the effective date of the individual's resignation. The Plan Administrator may be removed with or without cause by the Employer upon thirty (30) days prior written notice to the Plan Administrator, or if the Employer is no longer in existence, by a majority of the Participants and Beneficiaries

following the procedure referred to in paragraph 10.2. A notice period provided for in this paragraph 10.12 may be waived or reduced if acceptable to the parties involved. The Employer, if in existence, shall be the successor Plan Administrator, or the Employer may appoint a successor to a person who has resigned or been removed as Plan Administrator, but if the Employer is no longer in existence, the appointment shall be made by a majority of the Participants and Beneficiaries following the procedure referred to in paragraph 10.2. When the Plan Administrator's resignation or removal becomes effective, the Plan Administrator shall perform all acts necessary to transfer all relevant records to its successor. A successor Plan Administrator shall have all the rights and powers and all of the duties and obligations of the original Plan Administrator but shall have no responsibility for acts or omissions that occurred before the successor became Plan Administrator.

10.13 ***Claims And Claims Review Procedure***

Unless otherwise provided in a separate written document attached hereto, the procedures in this Section will be the sole and exclusive remedy for an Employee, Participant or Beneficiary ("Claimant") to make a claim for benefits under the Plan. All claims determinations made by the Plan Administrator will be made in accordance with the provisions of this paragraph and the Plan, and will be applied consistently to similarly situated Claimants.

(a) ***Written Claim*** – A Claimant, or the Claimant's duly authorized representative, may file a claim for a benefit to which the Claimant believes that he or she is entitled under the Plan. Any such claim must be filed in writing with the Plan Administrator.

(b) ***Denial Of Claim*** – The Plan Administrator, in its sole and complete discretion, will make all initial determinations as to the right of any person to benefits. If the claim is denied in whole or in part, the Plan Administrator will send the Claimant a written or electronic notice, informing the Claimant of the denial. The notice must be written in a manner calculated to be understood by the Claimant and must contain the following information: the specific reason(s) for the denial; a specific reference to pertinent Plan provisions on which the denial is based; if additional material or information is necessary for the Claimant to perfect the claim, a description of such material or information and an explanation of why such material or information is necessary; and an explanation of the Plan's claim review (i.e., appeal) procedures, the time limits applicable to such procedures, and Claimant's right to request arbitration if the claim denial is upheld in whole or in part on appeal. Written or electronic notice of the denial will be given within a reasonable period of time [but no later than ninety (90) days] from the date the Plan Administrator receives the claim, unless special circumstances require an extension of time for processing the claim. In no event may the extension exceed ninety (90) days from the end of the initial ninety (90) day period. If an extension is necessary, prior to the expiration of the initial ninety (90) day period, the Plan Administrator will send the Claimant a written notice indicating the special circumstances requiring an extension and the date by which the Plan Administrator expects to render a decision.

(c) ***Request for Appeal*** – If the Plan Administrator denies a claim in whole or in part, the Claimant may elect to appeal the denial. If the Claimant does not appeal the denial pursuant to the procedures set forth herein, the denial will be final, binding and unappealable. A written request for appeal must be filed by the Claimant (or the Claimant's duly authorized representative) with the Plan Administrator within sixty (60) days after the date on which the claimant receives the Plan Administrator's notice of denial. If a request for appeal is timely filed, the Claimant will be afforded a full and fair review of the claim and the denial. As part of this review, the Claimant may submit written comments, documents, records, and other information relating to the claim, and the review will take into account all such comments, documents, records, or other information submitted by the Claimant, without regard to whether such information was submitted or considered in the Plan Administrator's initial benefit determination. The Claimant also may obtain, free of charge and upon request, records and other information relevant to the claim, without regard to whether such information was relied upon by the Plan Administrator in making the initial benefit determination.

(d) ***Review of Appeal*** – The Plan Administrator will determine, in its sole and complete discretion, whether to uphold all or a portion of the initial claim denial. If, on appeal, the Plan Administrator determines that all or a portion of the initial denial should be upheld, the Plan Administrator will send the Claimant a written or electronic notice informing the Claimant of its decision to uphold all or a portion of the initial denial, written in a manner calculated to be understood by the Claimant and containing the following information: the specific reason(s) for the denial; a specific reference to pertinent Plan provisions on which the denial is based; a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents and other information relevant to the claim; and an explanation of the Claimant's right to request arbitration and the applicable time limits for doing so. Written or electronic notice will be given within a reasonable period of time (but no later than sixty (60) days) from the date the Plan Administrator receives the request for appeal, unless special circumstances require an extension of time for reviewing the claim, but in no event may the extension exceed sixty (60) days from the end of the initial sixty (60) day period. If an extension is necessary, prior to the expiration of the initial sixty (60) day period, the Plan Administrator will send the Claimant a written notice, indicating the special circumstances requiring an extension and the date by which the Plan Administrator expects to render a decision.

(e) ***Alternative Time for an Appeal to be Decided*** – Notwithstanding paragraph (d), if the Plan Administrator holds regularly scheduled meetings on a quarterly or more frequent basis, the Plan Administrator may make its determination of the claim on appeal at its next regularly scheduled meeting if the Plan Administrator receives the written request for appeal more than thirty (30) days prior to its next regularly scheduled meeting or at

the regularly scheduled meeting immediately following the next regularly scheduled meeting if the Plan Administrator receives the written request for appeal within thirty (30) days of the next regularly scheduled meeting. If special circumstances require an extension, the decision may be postponed to the third regularly scheduled meeting following the Plan Administrator receipt of the written request for appeal if, prior to the expiration of the initial time period for review, the Claimant is provided with written notice, indicating the special circumstances requiring an extension and the date by which the Plan Administrator expects to render a decision. If the extension is required because the Claimant has not provided information that is necessary to decide the claim, the Plan Administrator may suspend the review period from the date on which notice of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

10.14 **[Reserved]**

10.15 ***Special Rules For The Application Of The Provisions Of The Katrina Emergency Tax Relief Act Of 2005 (KETRA) And The Gulf Opportunity Zone Act Of 2005 (GOZA)***

If applicable, the Plan Sponsor is authorized to comply with the provisions of KETRA, GOZA and any otherwise applicable IRS and DOL guidance and is deemed to have retroactively amended its Plan to comply with applicable law and regulation. The following provisions shall apply to participant loans made to qualified Plan Participants whose principal residence was in a federally proclaimed disaster area affected by Hurricane Katrina, Hurricane Rita or Hurricane Wilma, and as a result of any or all of such Hurricanes incurred an economic loss. For purposes of these provisions, such rules will apply to participant loans that are granted at any time on or after August 25, 2005 and before December 31, 2006, with respect to Hurricane Katrina, at any time on or after December 21, 2005 and before December 31, 2006, with respect to Hurricane Rita, and at any time on or after December 21, 2005 and before December 31, 2006, with respect to Hurricane Wilma.

(a) For participant loans made to Plan Participants eligible for KETRA or GOZA relief during the foregoing periods, the maximum permissible dollar limit for participant loans is increased from \$50,000 to \$100,000.

(b) In calculating the maximum available loan amount available for a Plan Participant eligible for KETRA or GOZA relief, the entire present value of the Participant's Vested Account Balance under the Plan shall be used.

(c) In the event a Participant who is eligible for relief under KETRA or GOZA had an outstanding participant loan as of August 25, 2005 with respect to Hurricane Katrina, September 23, 2005 with respect to Hurricane Rita, or October 23, 2005 with respect to Hurricane Wilma, and the current maturity date of such participant loan is on or before December 31, 2006, the applicable maturity date of such participant loan shall be extended for one (1) year. Repayment amounts of such affected participant loans shall be adjusted to take into account the extension and additional interest accruing during such extension. For purposes of this relief, the extension period shall be disregarded in determining the five-year period under Code Section 72.

(d) Additionally, the Plan could have provided for special hurricane-related loans to Plan Participants who lived or worked in the Hurricane Katrina disaster area that qualified for individual relief from the Federal Emergency Management Agency. Similar relief is not available for Hurricanes Rita and Wilma. These special loans could also have been made available to Plan Participants residing outside the disaster area if they had a child, parent, grandparent or other dependent that lived or worked in the disaster area. These loans are subject to and must satisfy the requirements of Code Section 72(p). The increase in the loan limit to \$100,000 as specified in (1) above did not apply to these loans.

ARTICLE XI TRUST PROVISIONS

11.1 *Establishment Of The Trust*

(a) The Employer shall appoint within the Adoption Agreement an individual(s), institution or other party to serve as Trustee or Custodian (if applicable) of the Plan. The Employer may execute a separate trust or custodial agreement outlining the Trustee's or Custodian's duties and responsibilities that shall be incorporated by reference and made part of this Basic Plan Document. Unless otherwise indicated in the ancillary agreement, no such ancillary agreement may conflict with any provision(s) of this document. Any provision that would jeopardize the tax-qualified status of this Plan shall be null and void. Unless otherwise elected in the Adoption Agreement, the Trust and/or Custodial provisions of this Article XI and Article X, as applicable, of the Basic Plan Document together with any such ancillary agreement shall be operative. Any reference in the Plan to a Trustee is also a reference to a Custodian and where the context of the Plan dictates a limitation of the Trustee's liability by Plan provision also constitute a limitation of the Custodian's liability.

(b) The Employer establishes with the Trustee a Trust Fund which shall consist of all money and property received under Articles III and IV of this document, increased by any income on or increment in such value of assets and decreased by any investment loss, expense, benefit payment, withdrawal or other distribution by the Trustee in accordance with the provisions of the Plan. The Trustee and/or the Custodian shall hold the Trust Fund without distinction between principal and income. The Trust Fund will be held, invested, reinvested and administered by the Trustee in accordance with this Article and any ancillary documents as provided for in this Article.

(c) The term "Trust Fund" shall be construed to apply to custodial account(s), annuity contract(s) or other contract(s) which shall be treated as a qualified trust pursuant to Code Section 401(f).

11.2 *Control Of Plan Assets*

The assets of the Trust or evidence of ownership shall be held by the Trustee and/or the Custodian under the terms of the Basic Plan Document. If the assets represent amounts transferred from another trustee or custodian under a former plan, the Trustee and/or Custodian named hereunder shall not be responsible for any actions of the prior fiduciary including the propriety of any investment decision made by the prior trustee or custodian, as applicable, under any prior plan. Instead, the Employer shall be responsible for such actions.

11.3 *Discretionary Trustee*

If the Employer elects in the Adoption Agreement, or otherwise appoints the Trustee to act in the capacity of discretionary Trustee, the Trustee shall invest the Trust in accordance with the Plan's investment policy statement and the investment alternatives permitted at paragraph 11.8 herein. The Trustee will have the discretion and authority to invest, manage and control those Plan assets except those assets which are subject to the investment direction of the Employer, a Participant (if Participant direction is permitted), or an investment manager, or other agent properly appointed by the Employer. The exercise of any investment direction hereunder shall be consistent with the investment policy of the Plan. The Trustee may also perform custodial functions for the Trust with respect to Plan assets the Trustee does not manage, to the extent agreed to between the Trustee and the Employer, if the Trustee is appointed Custodian for some or all of such assets in accordance with the terms of the Plan. The Trustee may execute any additional documents, as required, which shall be treated as an addendum to this Basic Plan Document. No such agreement may conflict with any provision nor shall any provision in such an agreement jeopardize the tax-qualified status of the Plan. Any such provision shall be null and void. The Trustee's administrative duties shall be limited to those agreed to between the parties. The Employer or its designate shall be responsible for other administrative duties required under the Plan or by applicable law.

11.4 *Nondiscretionary Trustee*

If the Employer elects in the Adoption Agreement or as otherwise agreed to in writing, the Trustee may act in the capacity of a nondiscretionary Trustee. In this capacity, the Trustee shall have no discretionary authority to invest, manage or control Plan assets and is authorized solely to make and hold investments only as directed pursuant to paragraph 10.4. The nondiscretionary Trustee shall have the same rights, powers and duties as the discretionary Trustee but exercises such authority in accordance with the direction of the party which has the authority to manage and control the investment of Plan assets. If directions are not provided to the Trustee, the Employer will provide such necessary direction.

11.5 *Provisions Relating To Individual Trustees*

(a) Notwithstanding any other provisions of the Plan to the contrary, the provisions of this paragraph shall apply if one (1) or more individuals are named as Trustee(s) in the Adoption Agreement and shall not apply to any institutional Trustee named in the Adoption Agreement.

(b) If there shall be more than one (1) individual acting in the capacity of Trustee, they shall act by a majority of their number, unless they unanimously decide that one (1) or more of them may act on the matter or category of matters involved without the approval of the others and they may authorize in writing that one (1) or more

of them shall act on their behalf including but not limited to executing documents and authorizing distributions on behalf of the Trustees.

(c) Any person may rely, without having to make further inquiry, upon instructions appearing to be genuine instructions from any individual serving as Trustee as being the will, intent and action of all individuals so serving if no allocation of duties has been made.

(d) The Trustee shall be paid such reasonable compensation for services as shall from time to time be agreed upon in writing by the Employer and the Trustee, provided that an individual serving as Trustee who already receives full-time Compensation from the Employer shall not receive compensation for serving as such from the Plan.

11.6 Investment Instructions

Any investment directive shall be made in writing or such other form as agreed to by the Employer, Trustee and/or Custodian and the investment manager. In the absence of such directive, cash shall be automatically invested in such investment or investments as the Employer shall select from the investments made available for that purpose unless and until the person or persons responsible for giving directions directs otherwise. Such automatic investment shall be made at regular intervals and pursuant to procedures established by the parties (which procedures may without limitation, provide for more frequent intervals only if uninvested balances exceed a stated amount). Absent a contrary direction in accordance with the preceding provisions of this paragraph 11.6, such instructions regarding the delegation of investment responsibility shall remain in force until revoked or amended in writing. Neither the Trustee nor the Custodian shall be responsible for the propriety of any directed investment made nor shall they be required to consult with or advise the Employer regarding the investment quality of any directed investment held hereunder. If the Employer fails to designate an investment manager, the Trustee shall have full investment management authority as agreed upon in a duly authorized and executed investment management agreement. If the Employer does not issue investment directions with regard to specific assets held in the Trust, the Trustee shall have authority to invest those assets in the Trust in its sole discretion subject to paragraph 11.8. While the Employer may direct the Trustee with respect to Plan investments, the Employer may not:

- (a) borrow from the Plan or pledge any of the assets of the Plan as security for a loan,
- (b) buy property or assets from or sell property or assets to the Plan,
- (c) charge any fee for services rendered to the Plan, or
- (d) receive any services from the Plan on a preferential basis.

11.7 Fiduciary Standards

Subject to paragraphs 11.6 and 11.8 hereof, the Trustee, Employer and Custodian, as applicable, shall invest and reinvest principal and income of the Trust in accordance with the funding policy and investment objectives established by the Employer, provided that:

- (a) such investments are sufficiently diversified to minimize the risk of large losses,
- (b) such investments are made in accordance with the provisions of this Plan and Trust document.

11.8 Powers Of The Trustee

The Trustee shall be responsible for the investment, administration and safekeeping of assets held in the Trust Fund. The Trustee shall have the following duties and responsibilities, in addition to powers given by law:

- (a) receive contributions under the terms of the Plan;
- (b) implement an investment program based on the Employer's investment policy statement, funding policy and investment objectives;
- (c) invest the Trust in any form of property, including common and preferred stocks, exchange-traded covered put and call options, bonds, money market instruments, mutual funds (including funds for which the Trustee receives compensation for providing investment advisory, custody, transfer agency or other services), savings accounts, plan loans, certificates of deposit, securities issued by the U.S. government or by governmental agencies, insurance policies and contracts, or in any other property, real or personal, having a ready market, including securities issued by the Trustee and/or affiliates of the Trustee as permitted by law. The Trustee may invest in time deposits (including, if applicable, its own or those of affiliates) that bear a reasonable interest rate. No portion of any Qualified Voluntary Contribution, or the earnings thereon, may be invested in life insurance contracts or, as with any Participant-directed investment, in tangible personal property characterized by the IRS as a collectible;
- (d) to the extent permitted by law, invest any assets of the Trust in a group or collective trust fund established to permit the pooling of funds of separate pension and profit-sharing trusts, provided the Internal

Revenue Service has ruled such group or collective trust to be qualified under Code Section 401(a) and exempt under Code Section 501(a) (or the applicable corresponding provision of any other Revenue Act) or to any other common, collective, or commingled trust fund which has been or may hereafter be established and maintained by the Trustee, affiliate(s) of the Trustee, the Custodian or investment manager. Such commingling of assets of the Trust with assets of other qualified trusts is specifically authorized, and to the extent of the investment of the Trust in such a group or collective trust, the terms of the instrument establishing the group or collective trust shall be a part hereof as though set forth herein. The Employer may but is not required to specify the name(s) of the group or collective trust fund in an addendum to the Adoption Agreement. The Employer expressly understands and agrees that any such collective fund may provide for the lending of its securities by the collective fund trustee and that such collective fund's trustee will receive compensation from such collective fund for the lending of securities that is separate from any compensation of the Trustee hereunder, or any compensation of the collective fund trustee for the management of such collective fund;

(e) for collective investment purposes, combine into one trust fund the Trust created under this Plan with the Trust created under any other qualified retirement plan the Employer maintains. However, the Trustee must maintain separate records of account for the assets of each Trust in order to reflect properly each Participant's Vested Account Balance under the Plan(s) in which he is a Participant;

(f) invest up to 100% of the Trust in the common stock, debt obligations, or any other security issued by the Employer or by an affiliate of the Employer within the limitations provided under ERISA Sections 406, 407, and 408, as amended, and further provided that such investment does not constitute a prohibited transaction under Code Section 4975. Any such investment in Employer securities shall only be made upon written direction of the Employer who shall be solely responsible for the propriety of such investment. Additional directives regarding the purchase, sale, retention or valuing of such securities may be addressed in an investment management or trust agreement, which is incorporated by reference. If there are any conflicts between this document and the above referenced agreements, this document shall govern;

(g) hold cash uninvested and deposit the same with any banking or savings institution, including its own banking department or the banking department of an affiliate;

(h) utilize a general disbursement account, i.e., in the form of a demand deposit account and/or time deposit account, for distributions from the Trust, without incurring any liability for payment of interest thereon, notwithstanding the Trustee's receipt of income with respect to float involving the disbursement account;

(i) hold contributions in an omnibus account, i.e., in the form of a demand deposit and/or time deposit account, maintained by the Trustee for up to three (3) business days (or such longer period as may result due to circumstances beyond the Trustee's control), without liability for interest thereon. (The Employer acknowledges that any float earnings associated with the assets held in such omnibus account are retained by the Trustee as part of its compensation for performing services with respect to the allocation of contributions to Participants' accounts);

(j) join in or oppose the reorganization, recapitalization, consolidation, sale or merger of corporations or properties, including those in which it or its affiliates are interested as Trustee, upon such terms as it deems advisable;

(k) hold investments in nominee or bearer form;

(l) exercise all ownership rights including the voting of proxies and the exercise of tender offers but only with respect to assets over which the Trustee has investment management responsibility;

(m) hold, manage and control all property forming part of the Trust Fund and sell, convey, transfer, exchange and otherwise dispose of the same from time to time;

(n) apply for and procure from an insurance company as an investment of the Trust such annuity, or other contracts on the life of any Participant as the Plan Administrator shall deem proper; exercise, at any time or from time to time, whatever rights and privileges may be granted under such annuity, or other contracts; and collect, receive, and settle for the proceeds of any such annuity, or other contracts as and when entitled to do so under the provisions thereof;

(o) unless otherwise provided by a directive as described by paragraph 11.6, the Employer will pass through shareholder rights (including voting rights) on Employer securities to Plan Participants. If no directive is provided, the Trustee shall exercise any shareholder rights (including voting rights) with respect to any securities held, but only in accordance with the instructions of the person or persons responsible for the investment of such securities subject to and as permitted by, any applicable rules of the Securities and Exchange Commission and any national securities exchange. Voting rights with respect to shares of registered investment companies held in the Trust shall be directed by the Employer. In the event of any conflict with any other provision of this Article or this Basic Plan Document, the provision of this paragraph shall control. The Employer shall be responsible for preparing

and distributing all required prospectuses for Employer securities and making such materials available to Plan Participants;

(p) retain and employ such attorneys, agents and servants as may be necessary or desirable, in the opinion of the Trustee, in the administration of the Plan, and pay them such reasonable compensation for their services as may be agreed upon as an expense of administration of the Plan, including the power to employ and retain counsel upon any matter of doubt as to the meaning or interpretation to be placed upon this Plan or any provisions thereof with reference to any question arising in the administration of the Plan or pertaining to the rights and liabilities of the Trustee hereunder. The Trustee in any such event, may rely upon the advice, opinions, records, statements and computations of any attorneys and agents and on the records, statements and computations of any servants so selected by it in good faith and shall be released and exonerated of and from all liability to anyone in so doing; and

(q) institute, prosecute and maintain, or defend, any proceeding at law or in equity concerning the Plan or the assets thereof or any claims thereto, or the interests of Participants and Beneficiaries hereunder at the sole cost and expense of the Plan or at the sole cost and expense of the Participant that may be concerned therein or that may be affected thereby, as, in its opinion, shall be fair and equitable in each case; and compromise, settle and adjust all claims and liabilities asserted by or against the Plan or asserted by or against it, or such terms as it, in each such case, shall deem reasonable and proper. The Trustee shall be under no duty or obligation to institute, prosecute, maintain or defend any suit, action or other legal proceeding unless it shall be indemnified to its satisfaction against all expenses and liabilities (including without limitation, legal and other professional fees) which it may sustain or anticipate by reason thereof; and

The Trustee is expressly authorized to the fullest extent permitted by law to (1) retain the services of any broker-dealer, registered investment advisor or other financial services entity (including the Trustee and any of its affiliates) and any future successors in interest thereto collectively, for the purposes of this paragraph referred to as the "Affiliated Entities"), to provide services to assist or facilitate the purchase or sale of investments in the Trust, (2) acquire as assets of the Trust shares of mutual funds to which Affiliated Entities provide, for a fee, services in any capacity and (3) acquire in the Trust any other services or products of any kind or nature from the Affiliated Entities regardless of whether the same or dissimilar services or products are available from other institutions. The Trust may pay directly or indirectly (through mutual funds fees and charges for example) management fees, transaction fees and other commissions to the Affiliated Entities for the services or products provided to the Trust and/or such mutual funds at such Affiliated Entities' standard or published rates without offset (unless required by law) from any fees charged by the Trustee for its services as Trustee. The Trustee may also deal directly with the Affiliated Entities regardless of the capacity in which it is then acting, to purchase, sell, exchange or transfer assets of the Trust even though the Affiliated Entities are receiving compensation or otherwise profiting from such transaction or are acting as principal in such transaction. Each of the Affiliated Entities is authorized to effect transactions on national securities exchanges for the Trust as directed by the Trustee, and retain any transactional fees related thereto, consistent with Section 11(a)(1) of the Securities and Exchange Act of 1934, as amended and related Rule 11a2-2(T). Included specifically, but not by way of limitation in the transactions authorized by this provision, are transactions in which any of the Affiliated Entities is serving as an underwriting or member of an underwriting syndicate for a security being purchased or is purchasing or selling a security for its own account. In the event the Trustee is directed by the Plan Administrator, any named fiduciary, designated Investment Manager, Participant and/or Beneficiary, as applicable hereunder (collectively referred to as for purposes of this paragraph as the "Directing Party"), the Directing Party shall be authorized, and expressly retains the right hereunder, to direct the Trustee to retain the services of, and conduct transactions with, Affiliated Entities fully in the manner described above.

11.9 Appointment Of Additional Trustee And Allocation Of Responsibilities

The Employer may appoint one or more additional Trustees to hold specified investments for which the original Trustee is not serving in the capacity of Trustee. In the event that an additional Trustee is appointed, the second Trustee shall have no responsibilities for these specific assets other than as set forth herein. The original Trustee shall have no duties with respect to an investment held by any other person including, without limitation, any other Trustee for the Plan. Any other secondary Trustee of the Plan shall have no duties with respect to assets held in the Plan by the original Trustee or another secondary Trustee.

11.10 Compensation, Administrative Fees And Expenses

All reasonable fees, charges and expenses incurred by the Trustee or the Custodian in connection with the administration of the Trust and all reasonable fees, charges and expenses incurred by the Plan Administrator in connection with the administration of the Plan (including such reasonable compensation to the Trustee and/or Custodian and the Plan Administrator as may be agreed upon from time to time between the Employer, the Trustee and/or Custodian and Plan Administrator) and fees for legal services rendered to the Trustee and/or Custodian or Plan Administrator shall be paid from the Trust unless:

(a) The Employer actually pays such expenses directly. Any and all reasonable additional administrative expenses incurred to effect directives made by the Participants and by each Beneficiary under this Plan shall be paid by the Trust and as determined by the Employer shall either be charged (in accordance with such

reasonable nondiscriminatory rules as the Employer deems appropriate under the circumstances) to the account of the individual issuing such directive, or treated as a general expense of the Trust. If charged to a Participant's account and if the assets of such account are insufficient to satisfy such charges, the Employer shall pay any deficit to the Trustee. Notwithstanding the foregoing, nothing in this section shall prevent the Employer from paying the administrative expenses of the Plan directly.

(b) All related expenses incurred on behalf of a Participant (included but not limited to brokerage commissions and other transaction related expenses), shall, as determined by the Employer, either be paid from or otherwise be charged directly to the account of the Participant providing such direction or treated as a general expense of the Trust.

(c) If there are insufficient liquid assets of the Trust to cover the fees of the Trustee or the Custodian, then assets of the Trust shall be liquidated to the extent necessary to cover fees.

(d) Notwithstanding the foregoing, no compensation other than reimbursement for expenses incurred shall be paid to a Plan Administrator who is the Employer or Employee of the Employer.

(e) In the event any part of the Plan becomes subject to tax, all taxes incurred will be paid from the Plan at the direction of the Plan Administrator.

(f) Any investment gain or loss of the Trust that is not directly attributable to the investment of the account of any Participant (including, but not limited to, for example, any "float" earned on the disbursement account established for the Plan and not treated as part of the compensation of the Trustee or paying agent for the Plan, and any 12b-1 or similar fees paid to the Plan) will be applied to pay administrative expenses of the Plan, with any excess remaining at the close of the Plan Year being allocated among the Participant's accounts in accordance with the procedure established by the Plan Administrator for this purpose.

11.11 Records

Within ninety (90) days following the close of each Plan Year, or at such other times as may be agreed to between the Employer and the Trustee, and within ninety (90) days following its removal or resignation, the Trustee shall file with the Employer a report of that part of the Trust under the investment management of the Trustee during such year or from the end of the preceding Plan Year to the date of removal or resignation. Such report shall include a statement of receipts and disbursements, the net income or loss of the Trust, the gains or losses realized by the Trust upon sale or other disposition of the assets, the increase or decrease in the value of the Trust, all payments and distributions made from the Trust since the date of its last report, and shall contain a schedule of assets listing the fair market value of investments held in the Trust as of the end of the Plan Year or the date of removal or resignation, as applicable. The fair market value of investments for which there is a ready market shall be determined using the most recent price quoted on a national or other recognized securities exchange or over-the-counter market. The fair market value of illiquid investments shall be obtained by a valuation performed by an independent appraiser appointed by the Trustee or Custodian or appointed by the Employer and approved by the Trustee or Custodian as applicable, for this purpose whose determination shall be final. In the case where there is both a Trustee and Custodian serving the Plan, the Trustee shall have the responsibility for appointing the independent appraiser and obtaining such report. The Trustee shall assume responsibility for the accuracy of any such report, and the Custodian serving hereunder shall have no additional obligation or responsibility to review or verify the accuracy of the report provided to the Custodian. The Employer shall review the Trustee's report and notify the Trustee in the event of its disapproval of the report within thirty (30) days, providing the Trustee with a written description of the items in question. The Trustee shall have sixty (60) days to provide the Employer with a written explanation of the items in question. If the Employer again disapproves, the Trustee shall have the right to file its report in a court of competent jurisdiction for audit and adjudication. In the event the Employer fails to file a written objection to the Trustee's report within the ninety (90) day period following receipt of the report, the Employer shall be deemed to have approved the report. In such case, the Trustee shall be released and discharged with respect to all matters contained in the report.

11.12 Limitation On Liability And Indemnification

(a) The Trustee shall have the authority to manage and govern the Trust to the extent provided in this instrument, but does not guarantee the Trust in any manner against investment loss or depreciation in asset value, or guarantee the adequacy of the Trust to meet and discharge all or any liabilities of the Plan.

(b) The Trustee and/or Custodian shall not be liable for the making, retention, or sale of any investment or reinvestment made by it, as herein provided, or for any loss to, or diminution of the Trust, or for any other loss or damage which may result from the discharge of its duties hereunder except to the extent it is judicially determined such loss or damage is attributable to the Trustee and/or Custodian's breach of its duties hereunder or under ERISA.

(c) An institution acting as a Custodian or nondiscretionary Trustee shall have no discretion or investment management responsibility, unless otherwise expressly agreed in writing (pursuant to an investment

management agreement, for example) and shall only be responsible to perform the functions described at paragraph 11.4 hereof. Neither the Custodian nor Trustee (whether nondiscretionary or discretionary) shall have any responsibility with respect to Plan investments and do not guarantee the adequacy of the Trust to meet and discharge any or all liabilities associated with the Plan.

(d) The Employer warrants that all directions issued to the Trustee and/or Custodian by it or the Plan Administrator will be in accordance with the terms of the Plan and the auxiliary agreement.

(e) Neither the Trustee nor the Custodian shall be answerable for any action taken pursuant to any direction, consent, certificate, or other paper or document in the belief that the same is genuine. All directions by the Employer, Participant, the Plan Administrator, or an investment manager shall be made pursuant to pre-approved communication procedures to which all such parties, as applicable, shall have consented to in writing. The Employer shall deliver to the Trustee and Custodian as applicable, written notification identifying the individual or individuals authorized to act on behalf the Plan and shall deliver specimens of their signatures to the Trustee and/or Custodian.

(f) The duties and obligations of the Trustee and the Custodian shall be limited to those expressly imposed by this instrument or subsequently agreed upon by the parties in writing. Responsibility for administrative duties required under the Plan or applicable law not expressly imposed upon or agreed to by the Trustee or the Custodian shall rest solely with the Employer.

(g) The Employer shall indemnify the Trustee and/or Custodian as applicable against, and agrees to hold the Trustee and/or Custodian harmless from, all liabilities and claims and expenses including attorney's fees and expenses incurred in defending against such liability or claims against the Trustee and/or Custodian, unless such liability or claim results from the gross negligent action or inaction of the Trustee and/or Custodian, or where the Trustee or Custodian is found to have breached its duties under this Article by a final judgment of a court of competent jurisdiction. Except as otherwise provided by the preceding sentence, the Employer also shall indemnify the Trustee and/or Custodian as applicable against, and agrees to hold the Trustee and/or Custodian harmless from, all liabilities, claims and expenses including attorney's fees and other expenses incurred in defending against such liabilities or claims, arising from any actions or breach of responsibility by any party other than the Trustee and/or Custodian, including without limitation by specification any acts of a prior Trustee and/or Custodian or of another Trustee and/or Custodian appointed by the Employer.

(h) Without limiting any provision in the prior paragraph, the Employer expressly agrees to indemnify the Trustee and/or Custodian as applicable, against any liability or claim (including attorney's fees and expenses in defending against such liabilities or claims) arising as a result of any act taken or failure to act, in accordance with the directions received from the Employer, Plan Administrator, investment manager, Participant, or a designee specified by the Employer directly or transmitted by a designated Service Provider to the Plan and without limitation by specification.

(i) The Trustee and/or Custodian as applicable will take all reasonable steps to assure the security of any data received from the Employer in connection with services provided to the Plan. The Employer will be responsible for retaining duplicate copies of any such data or materials it forwards to the Trustee and/or Custodian and for taking all other reasonable and necessary precautions in event such data or materials are lost or destroyed, regardless of cause, or in the event reprocessing is needed for any reason. The Trustee and/or Custodian will maintain records in connection with the performance of services hereunder for the applicable period as required by law, or if no period is required, for such period as is reasonable under the law.

(j) No waiver of any breach of this agreement shall constitute a waiver of any other breach, whether of the same or any other covenant, term or condition. The subsequent performance of any of the terms, covenants and conditions of this Article shall not constitute a waiver of any preceding breach, nor shall any delay or omission of any party's exercise of any rights arising from any default effect or impair the party's rights as to the same or future default.

(k) Neither the Trustee nor the Custodian shall be responsible in any way for any actions taken, or failure to act, by a prior trustee/custodian. The Employer shall indemnify and hold harmless the Trustee and/or Custodian as applicable, for such prior trustee and/or custodian's acts or inactions for any periods applicable, including periods for which the Plan must retroactively comply with any tax law or regulations thereunder.

(l) A fiduciary with respect to the Plan shall not be liable for a breach of fiduciary responsibility of another fiduciary with respect to the Plan except to the extent that:

(1) it participates knowingly in, or knowingly undertakes to conceal, an act or omission of such other fiduciary, knowing such act or omission is a breach;

(2) it has knowledge of a breach by such other fiduciary, unless it makes reasonable efforts under the circumstances to remedy the breach.

(m) If the assets of the Plan are held by two (2) or more Trustees, they shall jointly manage and control the assets of the Plan; provided however, that such co-Trustee shall be authorized to allocate specific responsibilities, obligations or duties among the co-Trustees pursuant to a written agreement. If co-Trustees do enter into such an agreement, then a Trustee to whom certain responsibilities, obligations or duties have not been allocated shall not be liable either individually or as Trustee for any loss resulting to the Plan arising from the acts or omissions on the part of another Trustee to which such responsibilities, obligations or duties have been allocated.

11.13 Responsibilities Of A Named Custodian

The Employer may appoint a Custodian as provided for in the Adoption Agreement. A Custodian shall have the same rights, powers and duties as a nondiscretionary Trustee. Any reference in the Plan to a Trustee is also a reference to the Custodian unless the context indicates otherwise. Any limitation of the Trustee's liability in the Plan shall act as a limitation of the Custodian's liability. Where a discretionary Trustee has provided direction, any action taken by the Custodian satisfies the requirement in the Plan referencing the Trustee taking that action. The resignation or removal of the Custodian shall be made in accordance with paragraph 11.19 as though the Custodian were the Trustee. The Custodian shall be responsible for the holding and safekeeping of all or a portion of the Plan's assets. One or more Custodian(s) appointed under this Plan may hold all or any portion of the Plan's assets. Such separate assets shall be held pursuant to the terms of a separate custodial agreement with such Custodian. The separate custodial agreement shall be treated as an addendum and, as such, may not conflict with any provision of this document. In addition, any provision of a separate custodial agreement that would jeopardize the tax-qualified status of this Defined Contribution Plan shall be null and void. In addition to the holding and safekeeping of Plan assets, the Custodian's duties shall include:

(a) receiving contributions under the terms of the Plan, but not determining the amount or enforcing the payment thereof,

(b) making distributions from the Plan in accordance with instructions received from the Plan Administrator or an authorized representative of the Employer,

(c) keeping records reflecting its administration of the Trust or the custodial account and making such records, statements and reports available to the Employer for review and audit at such times as agreed to between the Custodian, Plan Administrator, and the Employer, and

(d) retaining and employing such attorneys, agents and servants as may be necessary or desirable, in the opinion of the Custodian, in the administration of the Plan, and to pay them such reasonable compensation for their services as may be agreed upon as an expense of administration of the Plan, including the power to employ and retain counsel upon any matter of doubt as to the meaning or interpretation to be placed upon this Plan or any provisions thereof with reference to any question arising in the administration of the Plan or pertaining to the rights and liabilities of the Trustee hereunder. The Custodian in any such event, may rely upon the advice, opinions, records, statements and computations of any attorneys and agents and on the records, statements and computations of any servants so selected by it in good faith shall be released and exonerated of and from all liability to anyone in so doing.

The Custodian's duties may be limited to those as agreed to between the Employer and the Custodian. The Employer shall be responsible for any other administrative duties required under the Plan or by applicable law.

11.14 Investment Alternatives Of The Custodian

(a) The Custodian shall hold any or all assets received from the Employer or the Trustee or its agents. If the Custodian holds title to Plan assets and such ownership requires action on the part of the registered owner, such action will be taken by the Custodian only upon receipt of specific instructions from the Trustee, or its designated agents. Proxies shall be voted by or pursuant to the express direction of the Trustee or its' authorized agent. The Custodian shall not render any investment advice, including any opinion on the prudence of directed investments.

(b) The Trust shall only be invested in investment alternatives the Custodian makes available in the ordinary course of business unless the Custodian is directed otherwise by the Employer, the Trustee or any properly designated agent thereof. The Custodian, under applicable Federal or state laws, may offer investment alternatives including but not limited to savings accounts and savings certificates. Such investments shall be made at the direction of the Employer or Trustee(s) and the Custodian shall have no responsibility for the propriety of such investments.

11.15 [Reserved]

11.16 Exclusive Benefit Rules

No part of the Trust shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants, former Participants with a vested interest, and the Beneficiary or Beneficiaries of deceased Participants who have a vested interest in the Plan at death.

11.17 Assignment And Alienation Of Benefits

Except as provided in paragraphs 10.8 or 10.10, no right or claim to, or interest in, any part of the Plan or any payment from the Plan shall be assignable, transferable, or subject to sale, mortgage, pledge, hypothecation, commutation, anticipation, garnishment, attachment, execution, or levy of any kind. Neither the Trustee nor Custodian shall recognize any attempt to assign, transfer, sell, mortgage, pledge, hypothecate, commute, or anticipate the same, except to the extent required by law. The preceding sentences shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined to be a Qualified Domestic Relations Order, as defined in Code Section 414(p).

11.18 Liquidation Of Assets

If the Trustee and/or Custodian must liquidate assets in order to make distributions, transfer assets, or pay fees, expenses or taxes assessed against all or a part of the Trust, and the Trustee and/or Custodian is not instructed as to the liquidation of such assets, assets will be liquidated on a pro rata basis across all the investment alternatives in the Trust. The Trustee and/or Custodian are expressly authorized to liquidate assets in order to satisfy the Trust's obligation to pay the Trustee and/or Custodian's fees or other compensation if such fees or compensation are not paid on a timely basis.

11.19 Resignation And Removal Of The Trustee and/or Custodian

The Trustee and/or Custodian may resign upon thirty (30) days written notice to the Employer. The Employer may remove the Trustee and/or Custodian upon sixty (60) days (or such shorter period of time as may be agreed to by the parties) written notice to the Trustee and/or Custodian. The Trustee or Custodian, as applicable, shall deliver the Trust to its successor on the effective date of the resignation or removal, or as soon thereafter as practicable, provided that this shall not waive any lien the Trustee and/or Custodian may have upon the Trust for its compensation or expenses. Following the effective date of the notice of termination, the Trustee and/or Custodian shall have no further responsibility for providing services to the Employer or the Plan. If the Employer fails to amend or replace the Plan and appoint a successor trustee or custodian, as applicable, within the said thirty (30) days, or such longer or shorter period as agreed to by the Trustee and/or Custodian, the highest ranking officer of the Employer shall be deemed the successor trustee or custodian as the case may be. In such event, the Trustee and/or Custodian may, but shall not be required to, continue to hold custody of the assets of the Plan until such time as appropriate arrangements have been made for the security of the Plan assets, upon notification thereof to Plan Participants, and shall no longer have any responsibility for the investment of Plan assets.

ARTICLE XII AMENDMENT AND TERMINATION

12.1 Amendment By Employer

The Employer may:

- (a) change the choice of options in the Adoption Agreement;
- (b) add overriding language in the Adoption Agreement when such language is necessary to satisfy Code Section 415 or 416 because of the required aggregation of multiple plans;
- (c) amend administrative provisions of the Trust or custodial document such as the name of the Plan, Employer, Trustee or Custodian, Plan Administrator and other Fiduciaries, the trust year, and the name of any pooled trust in which the Plan's Trust will participate;
- (d) add or change provisions permitted under the Plan and/or specify or change the Effective Date of a provision as permitted under the Plan and correct obvious and unambiguous typographical errors and/or cross-references that merely correct a reference but that do not in any way change the original intended meaning of the provisions.

12.2 Plan Termination

The Employer shall have the right to terminate its Plan at any time. If the Plan is terminated or if there is a complete discontinuance of contributions under a profit-sharing plan maintained by the Employer, all amounts credited to the accounts of Participants shall vest and become nonforfeitable. In the event of a partial plan termination, only those who are affected by such partial plan termination shall be fully vested. In the event of termination, the Plan Administrator shall direct the Trustee or Custodian as applicable with respect to the distribution of accounts to or for the exclusive benefit of Participants or their Beneficiaries. Such distribution may be made directly to Participants or, at the direction of the Participant, may be transferred directly to another Eligible Retirement Plan, including an individual retirement account. In the absence of an election by a Participant who has received notice pursuant to paragraph 6.5 from the Plan Administrator, the Plan Administrator may direct the Trustee and/or Custodian as applicable, to transfer the Participant's benefit to another Defined Contribution Plan maintained by the Employer, other than an employee stock ownership plan. If the Employer does not maintain another Defined Contribution Plan, the Plan Administrator may direct the Trustee or Custodian to transfer the Participant's benefit to an individual retirement account with an institution selected by the Plan Administrator, but only to the extent provided for in the Adoption Agreement, or make a distribution pursuant to paragraph 7.15. Prior to making any distribution, the Trustee or Custodian, as applicable, may require the Plan Administrator to represent that the Plan has received a favorable determination letter from the Internal Revenue Service approving the Plan termination and authorizing the distribution of benefits to Plan Participants. In the absence of such determination letter and prior to agreeing to make any distributions in accordance with the Plan Administrator's directions, the Trustee or Custodian may require the Plan Administrator to represent in a manner acceptable to the Trustee or Custodian that the applicable requirements if any, of the Code governing the termination of employee benefit plans have been or are being complied with or that appropriate authorizations, waivers, exemptions, or variances have been or are being obtained. Until final distribution of the assets of the Trust, the Plan Administrator and Trustee shall have all the powers necessary for the orderly administration, liquidation and distribution of the assets of the Trust.

12.3 [Reserved]

12.4 Distribution Restrictions Under A Code Section 401(k) Plan

If transferred assets described in paragraph 6.13 are subject to the distribution restrictions of Code Sections 401(k)(2) and 401(k)(10), the special distribution provisions of this paragraph apply. The portion of the Participant's Vested Account Balance attributable to Elective Deferrals (or to amounts treated as Elective Deferrals such as qualified non-elective contributions and qualified matching contributions and income allocable to each) are not distributable earlier than upon the Participant's severance from employment, death, or Disability. Such amounts may also be distributed because of:

- (a) Termination of the Plan without the Employer maintaining another Defined Contribution Plan [other than an employee stock ownership plan as defined in Code Section 4975(e)(7) or 409(a), a Simplified Employee Pension Plan as defined in Code Section 408(k), a SIMPLE IRA Plan as defined in Code Section 408(p), a Plan or contract described in Code Section 403(b), or a Plan described in Code Section 457(b) or (f)] at any time during the period beginning on the date of Plan termination and ending twelve (12) months after all assets have been distributed from the Plan. Such a distribution must be made in a lump sum;
- (b) The attainment of age 59½ in the case of a profit-sharing plan;
- (c) The Hardship of the Participant, as described in paragraph 6.9;

(d) In the case of “a qualified reservist distribution” (as defined in Code Section 72(t)(2)(G)(iii)), the date on which a period referred to in subclause (III) of such section begins;

(e) If Roth 401(k) Deferral accounts are permitted for tax years beginning after 2005, distributions from such account (other than corrective distributions) are not includible in the Participant's gross income if made after five (5) years of participation in such account (as defined in the final Treasury regulations relating to Roth accounts) and after the Participant's death, disability, or attainment of age 59½. Earnings on corrective distributions of Roth 401(k) Deferrals are includible in gross income the same as earnings on corrective distributions of pre-tax Elective Deferrals; or

(f) The Participant otherwise is entitled under the terms of the Plan to a distribution of that portion of the Vested Account Balance.

ARTICLE XIII GOVERNING LAW

13.1 *Governing Law*

Construction, validity and administration of this Plan shall be governed by Federal law to the extent applicable, and, to the extent Federal law is not applicable by the laws of the State or Commonwealth in which the principal office of the Employer or its affiliate is located.

Notwithstanding any provision of the Plan to the contrary, no provision in the Basic Plan Document shall subject this governmental Plan as defined in Code Section 414(d) to the fiduciary provisions of Title I of ERISA or any other provision of ERISA that is not applicable to such governmental plans.

13.2 *State Community Property Laws*

The terms and conditions of this Plan shall be applicable without regard to community property laws of any state.

Unclaimed Benefit Procedures

Transamerica Retirement Solutions Corporation ("TRSC") has developed the following procedures for locating former employees who were participants in the Plan. These procedures have been designed to satisfy your fiduciary requirements for locating lost participants. TRSC is prohibited from providing legal advice outside of the company. You should ask your legal counsel to review these procedures.

The following Unclaimed Benefit Procedures are effective January 1, 2013, and will be followed for handling benefits, which are payable to former participants and beneficiaries of the Plan. A private locator service, ACCURINT, will be used to locate such former participants and beneficiaries. The Plan Administrator or TRSC may choose to use another service in the future. .

Returned Checks: No follow-up attempts will be made on check amounts of \$ 75.00 or less.

1. If a check is returned as undeliverable, TRSC will perform an address search using ACCURINT.
2. If a new address is found, TRSC will send the check to the participant at the new address.
3. If a new address is not available, the following will occur as soon as administratively possible:
 - a) If the amount of the distribution is \$ 75.00 or less (net of taxes withheld, if any), the amount will be deposited into the Plan's forfeiture or similar unallocated account and can be used to pay Plan expenses or to pay claims submitted by former participants and beneficiaries.
 - b) If the amount of the distribution is greater than \$75.00 (net of taxes withheld, if any) the amount will be re-deposited back into the participant's account as of a current date in the most conservative investment fund option available under the Plan.
 - c) If the check is for a nondiscrimination testing refund, excess deferral refund, 415 excess contribution refund, refund of a loan repayment, or a required minimum distribution the amount will be escheated to the appropriate state.
4. The re-deposited amount will be treated as after-tax monies so it will not be subject to tax withholding in a subsequent distribution. However, earnings on the amount that is re-deposited would be subject to tax withholding when distributed.

Un-cashed Checks: No follow-up attempts will be made on check amounts of \$ 75.00 or less.

1. If a check is un-cashed for 3 months, TRSC will send a follow-up letter to the participant at the address in TRSC's records.
2. If the letter is returned, TRSC will do an address search using ACCURINT.
3. If a new address is found, TRSC will send a follow-up letter to the participant at the new address reminding them that they have an un-cashed check.
4. If a check is still outstanding after 5 months, for checks greater than \$75, TRSC does another address search using ACCURINT. If a new address is found, a new check is issued and the process starts over following either the Returned Check or the Un-cashed Checks procedure, whichever is applicable. If a new address is not found and for amounts of \$75 or less, the Returned Check procedures starting with Step 3 a. above will be followed.

Unclaimed Benefits Procedures
November 2012

The Wise Choice for Public Employees[®]

457(b) Deferred Compensation Plan

Sponsored by the National Public Pension Fund Association (NPPFA)



NPPFA  **BENEFITS**
National Public Pension Fund Association

The life you want in retirement begins right here, right now.

The Wise Choice For Public Employees®

The National Public Pension Fund Association (NPPFA) was established to help meet the retirement needs of our fellow public sector workers. Our goal is to provide you with access to an alternate supplemental savings plan with a variety of investment options and a high level of customer service.

We believe that no employee should have to pay higher fees or receive less service because he or she works for a small or medium size public institution. Our plan offers the same pricing and plan design to all public employees regardless of size.

The Wise Choice For Public Employees®, a 457(b) deferred compensation plan, was created by the NPPFA with your needs in mind. By pooling the buying power of local governments, *The Wise Choice for Public Employees* plan offers its members a diversity of investment options that can help improve your retirement outlook. *The Wise Choice for Public Employees* plan offers Vanguard mutual funds as the core investment choices.

Whether you're just starting to save for retirement for the first time or already participating in the plan, we want you to know that *The Wise Choice for Public Employees* plan is with you every step of the way. This booklet has all the information you need to get started saving for your future. Enroll now to maximize your retirement savings potential.



James M. McNamee, President
National Public Pension Fund Association



Maximize Your NPPFA Deferred Compensation Plan

- Enroll today by completing the enrollment form provided. If you have any questions regarding enrollment, call an NPPFA Benefits service representative at 1-866-994-6312.
- Catch up on your contributions (must be age 50 or older or 3 years prior to normal retirement age).
- Designate your beneficiary. Complete the Beneficiary Designation form and follow the instructions for submission.
- Reduce your clutter. Sign up for e-documents today.
- Rebalance your account automatically by using Auto Rebalance.
- For retirement counseling, call your NPPFA Benefits service representative.

As an active participant, you can access your retirement account 24/7 by signing into:
www.transamerica.com/portal/home or calling Transamerica toll-free at 1-800-755-5801.

First-time online users
www.transamerica.com/portal/home

Plan Highlights

The National Public Pension Fund Association retirement plan is a valuable employee benefit and one of the most powerful ways to build your retirement savings.

The Wise Choice for Public Employees® 457(b) deferred compensation plan has been designed to emphasize employee education and was created with easy to understand enrollment materials. Take a few minutes now to read through the plan's highlights and learn about all the features and benefits your plan includes. You'll find more about when you can join, how much you can contribute, when you can make changes, and how you can access your savings.

Just keep in mind that this is a quick overview of your benefits. For complete details or plan updates, please refer to your Summary Plan Description.

Essentially, *The Wise Choice for Public Employees* deferred compensation plan provides:

- Same price for all participants
- Managed account at no additional fee
- No annuity charges of any type
- State of the art internet access
- Complete access to the broad mutual fund market for the sophisticated participant (Open Architecture with Schwab and access to over 8,600 mutual funds and 2,000 Exchange Traded Funds).
- Full fee disclosure. The fees are fully expressed in the investment ratio of each fund. Participants do not have to search in multiple locations for all the fees they pay.
- Our fees range from **0.00% to 1.53% annually**.
- A "hold harmless" to the plan sponsor for all delegated fiduciary responsibilities including investment manager selection.
- Service representatives provide retirement advice and guidance.

What is a 457(b) plan?

A 457(b) plan is a supplemental savings program that allows you to defer current wages until after severance of employment or until retirement. It is also known as “deferred compensation.” The primary use of a 457(b) deferred compensation plan is for public sector employees to supplement their pensions and to improve their retirement account balances. Contributions are payroll deducted prior to the calculation of withholding taxes and are not part of your W-2 taxable income. These funds grow tax deferred.

Taxation of distributions at separation of service

All funds withdrawn are taxed upon withdrawal as ordinary income. There is no 10% excise tax on distributions made after separation of service from 457(b) plans regardless of age.

On-demand representatives

NPPFA Benefits is the exclusive marketer of *The Wise Choice for Public Employees*®. We have dedicated service representatives who are available to meet with you on an individual basis. To schedule an appointment, learn more about *The Wise Choice for Public Employees* plan, or how we can help you reach your retirement goals, please contact us at:

NPPFA Benefits Service	1-866-994-6312	service@nppfabenefits.org
Joel Babbitt	1-773-617-9690	joelb@nppfabenefits.org
Kevin O'Brien	1-312-340-9778	kevino@nppfabenefits.org
Anita Kochar	1-847-323-0219	anitak@nppfabenefits.org
LJ Kielczynski	1-630-742-9474	ljk@nppfabenefits.org

457(b) Eligibility

You are immediately eligible to participate in the plan.

How much can I contribute?

You may choose to make contributions up to the maximum allowed by law. The annual IRS dollar limit of \$19,500 applies for 2021. This limit is indexed annually by the IRS.

If you are age 50 or older (or you reach age 50 during the current calendar year), you can make additional catch-up contributions up to \$6,500 in 2021.

In the three calendar years prior to the year of retirement with a pension that is not actuarially reduced, you may be eligible to use the “alternative catch-up rule.” This may allow you to double your maximum contributions by using prior unused contribution limits. Police and fire may be able to access this provision as early as age 47; IMRF participants at age 52 under certain circumstances but normally at age 57. This provision may not be used concurrently with the age 50 catch-up.

What do I do with money in another 457(b) plan?

If you have an existing retirement plan account with a prior employer, you may roll over that account into *The Wise Choice for Public Employees* plan at any time. Consolidating your

retirement accounts makes it easier for you to ensure your investment strategy is on track to meeting your retirement goals.

Vesting

Vesting refers to your "ownership" of your account. You are always 100% vested in your contributions to the plan.

Access to funds while employed

There are two ways to access your funds while you are employed (in-service access): loans or hardships.

Loans

You may borrow from the plan using your account as security (conditions and restrictions may apply). All loans with a same employer plan are aggregated for these limits. You must count both *The Wise Choice for Public Employees*® plan and another 457(b) plan together through your current employer for this purpose.

Minimum loan amount: \$1,000

Maximum loan amount: 50% of your vested account balance up to \$50,000

General loan interest rate: Prime

Maximum general loan term: 5 years. If for a primary residence, then the loan may be amortized over 15 years.

Loan origination fee: A one-time set-up fee of \$75 per loan is deducted from the loan distribution. A \$6.25 ongoing loan maintenance fee is deducted quarterly beginning the quarter after the loan is processed.

Maximum number of outstanding loans: 3

Withdrawals

Vested funds may be withdrawn from your plan account in these events:

- Termination of employment or retirement (any age*)
- At attainment of age 59^{1/2}, separation of service is not required
- Unforeseeable emergency – "hardship" (as defined by IRS Regulations)
- Disability
- Death

Distributions must begin no later than the latter attainment of age 72 or retirement. Please see your plan administrator for additional important information about your future distribution election.

* Please note there is **no** 10% excise tax on distributions made after separation of service from 457(b) plans regardless of age.

Roth 457

You may make all or a portion of your contribution as an after-tax contribution. The funds will grow tax free. Distributions are received tax free as long as the funds were in the plan for five years and the withdrawal is taken after age 59½.

Each employer must activate a payroll slot for this purpose. Check with your employer to see if Roth 457 is available.

Expenses

The Wise Choice for Public Employees® plan includes no annual account fee, no wrap fees, and no contingent deferred sales charges. The participant will pay only the fee listed as the expense ratio on the Investment Funds at a Glance sheet. If the participant elects to use the Schwab Personal Choice Retirement Account® (PCRA), there is a \$50 annual fee imposed by Charles Schwab.

Schwab Personal Choice Retirement Account® (PCRA)

Schwab PCRA is not a mutual fund but rather a participant self-directed brokerage account maintained at Charles Schwab & Co., Inc. Participants must individually apply for PCRA and are solely responsible for their fund selections made under the PCRA. Commissions and transaction fees may apply to fund trades placed outside of the Schwab Mutual Fund OneSource® program or trades on other investment vehicles available through Schwab. An annual fee of \$50 will be applied by Transamerica if you invest in the Schwab PCRA. Securities purchased through the PCRA are available through Charles Schwab & Co. Inc., (Member SIPC). Charles Schwab & Co., Inc. is not affiliated with Transamerica Retirement Solutions.

Investment Direction

You decide how your account will be invested among the available investment options. You may change your investment allocation at any time. Transfers among investment options may be made at any time and may be subject to certain restrictions. The available investment options are presented in the following groups to illustrate the applicable transfer restrictions.

Investment Group A: Stable Value Fund

Investment Group B: Schwab PCRA

Investment Group C: All other funds

Monies in a Group A investment option cannot be transferred to a Group B investment option. Monies transferred from a Group A investment option to a Group C investment option must remain in this investment option for at least 90 days before they may be transferred to a Group B investment option or back to a Group A investment option.

Beneficiary Designation

It is necessary that you designate a beneficiary so that your assets can be distributed according to your wishes upon your death; otherwise, funds will be distributed according to state statute.

What should I do with my “other” retirement and supplemental savings plan assets?

If you have a 457(b) with your current or prior employer, a 403(b) account with a prior employer, a 401(k) or a pension with a prior employer, you may wish to investigate the possible advantages of consolidating your assets. If you have an IRA, you may also want to consider consolidating that account into *The Wise Choice for Public Employees*® plan.

There is no tax penalty to consolidate your prior retirement and supplemental savings assets into *The Wise Choice for Public Employees*. There may be fees imposed by your current vendor. Please contact NPPFA Benefits at 1-866-994-6312 for personalized assistance on determining if consolidation of your current plans is in your best interest.

Some vendors require their paperwork in addition to or instead of ours. NPPFA Benefits will assist you in completing another company’s paperwork if you choose to consolidate your assets into our plan.

Can I use these funds to purchase pension service credit?

Yes, this is called a permissive service credit. You may use both 457(b) and 403(b) funds for this purpose. It is a direct transfer to your governmental pension. If you want to pursue this option, contact the appropriate pension fund to obtain a service purchase quote. Then call NPPFA Benefits at 1-866-994-6312 to initiate the transfer of funds in the required amount.

Important Disclosures:

Review the fees and expenses you pay, including any charges associated with transferring your account, to see if consolidating your accounts could help reduce your costs. Be sure to consider whether such a transfer changes any features or benefits that may be important to you. Descriptions of plan features and benefits are subject to the plan document. The plan document will govern in the event of any inconsistencies.

You should consider the objectives, risks, charges, and expenses of an investment carefully before investing. The summary prospectus and prospectus contain this and other information. Read them carefully before you invest.

Securities offered through Kestra Investment Services, LLC, Member FINRA/SIPC. Kestra Investment Services, LLC is not affiliated with NPPFA Benefits or any other entities listed. Investor Disclosures: <https://bit.ly/KF-Disclosures>.

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The NPPFA Story

The National Public Pension Fund Association (NPPFA) developed its roots in a state specific not-for-profit umbrella organization representing police and fire defined benefit retirement funds in 1985. As the demand grew for prudent stewardship over governmental deferred compensation 457(b) plans, the NPPFA was established to offer low cost benefit programs to public sector employees on a national level.

The Wise Choice for Public Employees® 457(b) deferred compensation plan was established to incorporate best practice plan design and pricing to help public sector employees, regardless of size, achieve greater retirement plan account balances. This plan was built by pooling the buying power of hundreds of local units of government in the United States with a single vendor. The NPPFA believes no public sector employee should have less money at retirement just because he or she works for an employer that does not have the size to negotiate large case pricing. The two largest 457 vendors have multiple pricing schemes whereas the NPPFA 457(b) plan offers a single price. Over the years, this single price has come down as the co-op has increased in size.

By pooling the buying power of local units of government, the NPPFA has been able to negotiate a program that normally would require a single employer to have \$50 million in available assets for deposit before this fee structure would be available. Within the core funds, *The Wise Choice for Public Employees* plan provides total delivered pricing from 0.00% – 1.53% annually.

Since the inception of program, the plan has saved participants over \$24 million in fees. Currently, there are over 200 units of government participating in the co-op with over \$550 million in managed assets.

The NPPFA Board of Directors hired NPPFA Benefits to initially create the plan and then subsequently contracted NPPFA Benefits to exclusively provide the Education, Sales, and Marketing for the NPPFA 457(b) *Wise Choice for Public Employees*® Plan, the Retirement Healthcare Funding Plan, and the *Wise Choice for Educators*® 403(b)/457(b) Plan.

How much do I need to save to accumulate \$1,000,000 by age 65?

Start Age	Contribution Per Pay Period*	Monthly Contribution	Total Contributions	Value at Age 65**	Years Until Age 65
25	\$143.23	\$286.45	\$ 137,496.11	\$1,000,000.00	40
30	\$217.97	\$435.94	\$ 183,095.69	\$1,000,000.00	35
35	\$335.49	\$670.98	\$ 241,552.47	\$1,000,000.00	30
40	\$525.75	\$1,051.50	\$ 315,448.66	\$1,000,000.00	25
45	\$848.87	\$1,697.73	\$ 407,456.17	\$1,000,000.00	20
50	\$1,444.93	\$2,889.85	\$ 520,173.75	\$1,000,000.00	15
55	\$2,733.05	\$5,466.09	\$ 655,931.13	\$1,000,000.00	10
60	\$6,804.86	\$13,609.73	\$ 816,583.66	\$1,000,000.00	5

* Assumes 24 pay periods

** Assumed rate of return 8%

How much do I need to save to accumulate \$1,000,000 by age 60?

Start Age	Contribution Per Pay Period*	Monthly Contribution	Total Contributions	Value at Age 60**	Years Until Age 60
25	\$217.97	\$435.94	\$ 183,095.69	\$1,000,000.00	35
30	\$335.49	\$670.98	\$ 241,552.47	\$1,000,000.00	30
35	\$525.75	\$1,051.50	\$ 315,448.66	\$1,000,000.00	25
40	\$848.87	\$1,697.73	\$ 407,456.17	\$1,000,000.00	20
45	\$1,444.93	\$2,889.85	\$ 520,173.75	\$1,000,000.00	15
50	\$2,733.05	\$5,466.09	\$ 655,931.13	\$1,000,000.00	10

* Assumes 24 pay periods

** Assumed rate of return 8%

How much do I need to save to accumulate \$1,000,000 by age 55?

Start Age	Contribution Per Pay Period*	Monthly Contribution	Total Contributions	Value at Age 55**	Years Until Age 55
25	\$335.49	\$670.98	\$ 241,552.47	\$1,000,000.00	30
30	\$525.75	\$1,051.50	\$ 315,448.66	\$1,000,000.00	25
35	\$848.87	\$1,697.73	\$ 407,456.17	\$1,000,000.00	20
40	\$1,444.93	\$2,889.85	\$ 520,173.75	\$1,000,000.00	15
45	\$2,733.05	\$5,466.09	\$ 655,931.13	\$1,000,000.00	10
50	\$6,804.86	\$13,609.73	\$ 816,583.66	\$1,000,000.00	5

* Assumes 24 pay periods

** Assumed rate of return 8%

This table illustrates how much you would need to save each pay period to accumulate \$1,000,000 assuming a compound annual rate of 8% starting at a specific age. Actual investment returns will vary from year to year, and the value of your account after the specified periods of years shown in the table may be less or more than amounts shown. This illustration is hypothetical and is not intended to serve as a projection of the investment results of any specific investment. Thank you to Dinkytown for the calculations.

PLAN COSTS CAN MAKE A DIFFERENCE!

Many astute investors consider total fees an important criterion in selecting investments. To adequately compare the fees on your Supplemental Savings options 403(b) & 457(b), you may wish to perform a total fee analysis by:

- Finding out if the plans or investments under consideration have fees other than those calculated as part of the expense ratio on the investment(s)
- Add that number, if any, to the expense ratio on the investment(s) to determine Total Expenses
- Determine if there is a "fee differential" in your options and make a judgment if there is value received for that differential in performance, additional contract features, or service.

Many Supplemental Savings do not build their plan operational costs into the expense ratios on the investments. They may have additional fees which are generically referred to as "wrap fees." These fees may include one or more of the following charges:*

- Administrative Fee
- Variable Expense Charge
- Actuarial Risk Charge
- Mortality and Expense Charge
- Mortality and Administration Charge
- Record Keeping Fee

These hidden charges are taken out daily in the calculation of unit values and cannot be seen on a statement. The disclosure may be in the master contract, prospectus, or other disclosure material and can be hard to find.

HOW MUCH COULD A "FEE DIFFERENTIAL" AFFECT MY ACCOUNT BALANCE**?

New Contributor: \$2,000 per year contribution

TOTAL FEE DIFFERENCE	AFTER 5 YEARS	AFTER 15 YEARS	AFTER 20 YEARS	AFTER 25 YEARS	AFTER 30 YEARS
.25%	\$77.53	\$1,167.21	\$2,732.87	\$5,664.87	\$10,890.18
.50%	\$154.58	\$2,770.05	\$5,378.88	\$11,097.94	\$21,233.19
.75%	\$231.15	\$3,422.09	\$7,970.84	\$16,308.91	\$31,057.18
1.00%	\$307.24	\$4,510.97	\$10,421.47	\$21,307.08	\$40,388.83
1.25%	\$382.86	\$5,574.95	\$12,823.42	\$26,101.37	\$49,253.46
1.50%	\$458.01	\$6,614.59	\$15,149.24	\$30,700.32	\$57,675.09

Existing Employee: \$51,000 balance - \$4,000 per year contribution

TOTAL FEE DIFFERENCE	AFTER 5 YEARS	AFTER 10 YEARS	AFTER 15 YEARS	AFTER 20 YEARS	AFTER 25 YEARS
.25%	\$1,018.37	\$3,317.48	\$7,861.62	\$16,231.94	\$30,990.30
.50%	\$2,027.79	\$6,571.45	\$15,493.15	\$31,825.85	\$60,452.13
.75%	\$3,028.34	\$9,763.03	\$22,901.06	\$48,806.37	\$88,460.30
1.00%	\$4,020.06	\$12,893.33	\$30,091.69	\$61,197.23	\$115,086.05
1.25%	\$5,003.03	\$15,963.42	\$37,071.18	\$75,021.27	\$140,397.22
1.50%	\$5,977.30	\$18,974.37	\$43,845.51	\$88,300.49	\$164,458.37

The above charts assume monthly deposits and an 8% annual return

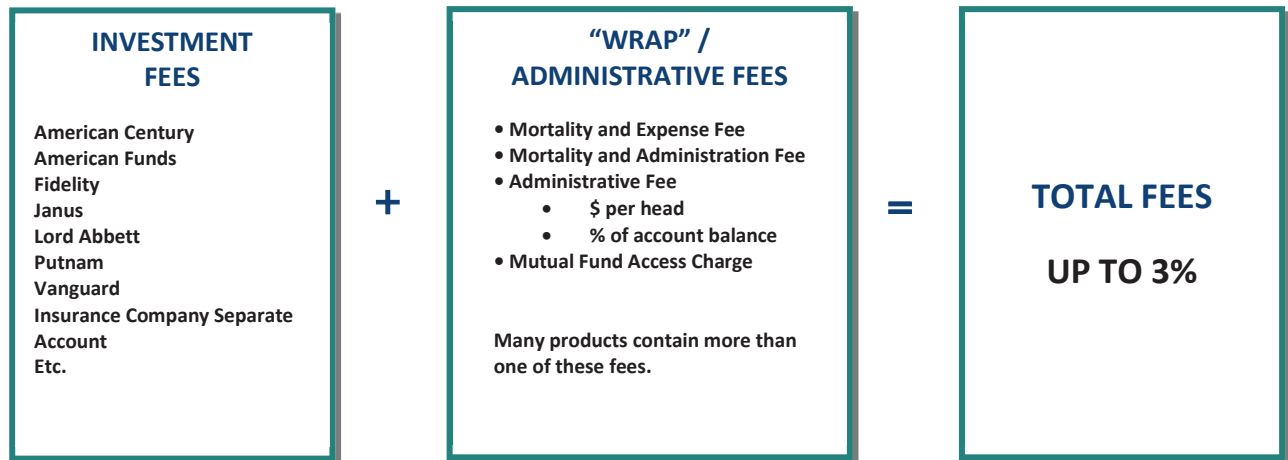
THERE ARE NO FEES IN THE NPPFA SUPPLEMENTAL SAVINGS PROGRAM OTHER THAN THE FUND EXPENSES SHOWN IN THIS BOOKLET!

* Source: IPPFA Benefits Market Overview Report to the IPPFA Board dated July 2017

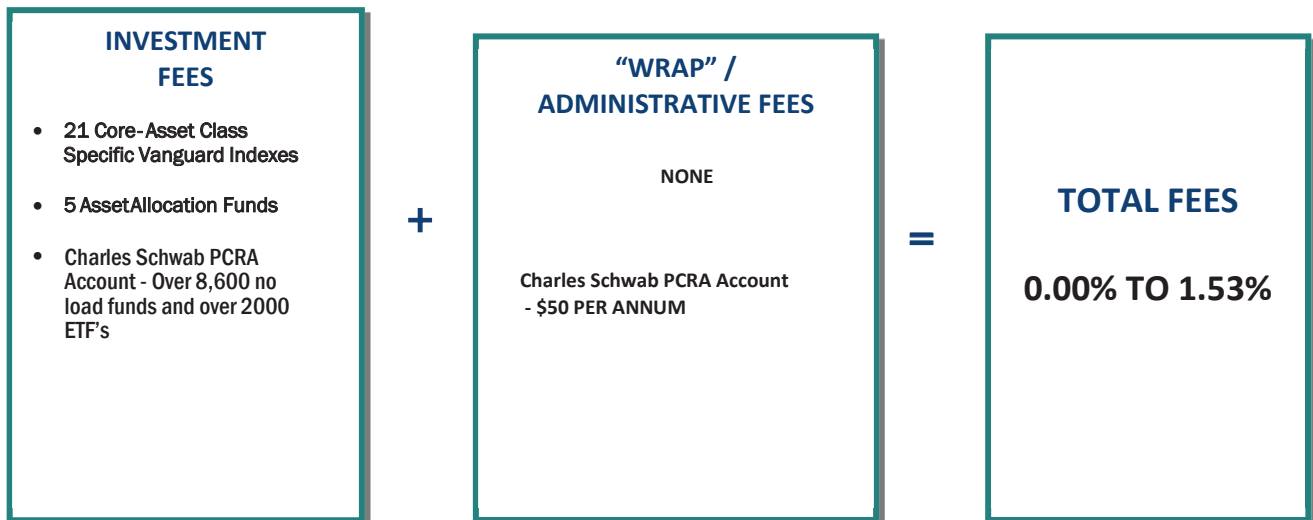
** The costs and annual fund yield are hypothetical and illustrative only. They are not representative of any actual client or of a specific investment product or strategy.

INVESTMENTS BUILT FOR RETIREMENT AND SUPPLEMENTAL SAVINGS PLANS!

Typical Annuity, Mutual Fund or Collective Trust Product



NPPFA 457(b) Plan





Your Investment Funds at a Glance

Short Bonds/Stable Money Market

Fund Name/Type	Investment Objective	457 (b) Expense Ratio	Underlying Investment Ticker Symbol
Vanguard Federal Money Market Inv	Seeks to provide current income and preserve shareholders' principal investment by maintaining a share price of \$1.	0.78%	VMFXX
Vanguard Short Term Investment Grade Admiral	Designed to give investors exposure to high and medium quality, investment grade bonds with short term maturities. The fund invests in corporate bonds, pooled consumer loans, and U.S. government bonds.	0.98%	VFSUX

Intermediate/Long Term Bonds

Vanguard Total Bond Market Index I	Designed to provide broad exposure to U.S. investment grade bonds. Reflecting this goal, the fund invests about 30% in corporate bonds and 70% in U.S. government bonds of all maturities (short, intermediate, and long term issues).	0.98%	VBPIX
Vanguard Inflation Protected Securities I	Designed to protect investors from the eroding effect of inflation by investing in securities that seek to provide a "real" return. The fund invests in bonds that are backed by the full faith and credit of the federal government and whose principal is adjusted quarterly based on inflation.	0.98%	VIPIX

Aggressive Bonds

Vanguard High Yield Corporate Admiral	Invests in a diversified portfolio of medium and lower quality corporate bonds, often referred to as "junk bonds."	1.08%	VWEAX
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Large Cap Stocks

Vanguard Value Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow at a slower pace than the broad market; follows a buy and hold approach.	0.98%	VVIAX
Vanguard Institutional Index I	Tracks the performance of the Standard & Poor's 500® Index.	0.63%	VINIX
Vanguard Large Cap Index I	Invests only in stocks of large U.S. companies.	1.13%	VLISX
Vanguard Growth Index Admiral	Invests in stocks of large U.S. companies in market sectors that tend to grow more quickly than the broad market.	1.23%	VIGAX

Small/Mid Cap Stocks

Vanguard Mid Cap Value Index Admiral	Offers exposure to mid-capitalization U.S. value stocks.	1.23%	VMVAX
Vanguard Mid Cap Growth Index Admiral	Offers exposure to the stocks of mid-capitalization U.S. growth oriented companies, which tend to grow more quickly than the broader group of medium sized companies.	1.33 %	VMGMX
Vanguard Small Cap Value Index I	Offers exposure to the stocks of small-capitalization U.S. value companies, which tend to grow more slowly than the broader group of small sized companies.	1.48%	VSIIX
Vanguard Small Cap Index I	Provides broad exposure to the small-capitalization U.S. equity market. The fund seeks to track an index of small sized companies.	1.48%	VSCIX
Vanguard Small Cap Growth Index I	Offers exposure to small-capitalization U.S. growth stocks, which tend to grow more quickly than the broader market. The fund seeks to track a growth style index of small sized companies.	1.53%	VSGIX
Vanguard REIT Index I	Invests in real estate investment trusts - companies that purchase office buildings, hotels, and other real estate property.	1.33%	VGSNX

International Stocks

Vanguard Total Intl Stock Index	The fund tracks stock markets all over the globe with the exception of the United States.	1.38%	VTSNX
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Multi Asset/Other

Vanguard Target Retirement 2060 Inv	Invests in four Vanguard index funds, holding approximately 90% of assets in stocks and 10% in bonds.	1.42%	VTTSX
Vanguard Life Strategy Conservative Growth Inv	Seeks to provide current income and low to moderate capital appreciation. The fund holds 60% of its assets in bonds, a portion of which is allocated to international bonds, and 40% in stocks.	1.25%	VSCGX
Vanguard Life Strategy Growth Inv	Seeks to provide capital appreciation and some current income. The fund holds 80% of its assets in stocks, a portion of which is allocated to international stocks, and 20% in bonds, a portion of which is allocated to international bonds.	1.37%	VASGX
Vanguard Life Strategy Income Inv	Seeks to provide current income and some capital appreciation and is the most conservative. The fund holds 80% of its assets in bonds, a portion of which is allocated to international bonds and 20% in stocks, a portion of which is allocated to international stocks.	1.21%	VASIX
Vanguard Life Strategy Moderate Growth Inv	Seeks to provide capital appreciation and a low to moderate level of current income. The fund holds 60% of its assets in stocks, a portion of which is allocated to international stocks, and 40% in bonds, a portion of which is allocated to international bonds.	1.31%	VSMGX

Fixed

Standard Stable Asset Fund III	The interest rate for deposits received between 10/1/2020 and 12/31/2020 is 1.85% on an annualized basis for Standard Stable Asset Fund III.	N/A	N/A
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Mutual funds are sold by prospectus. Please consider the charges, risks, expenses and investment objectives carefully before investing. A prospectus containing this and other information about the investment company can be obtained from your financial professional. Read it carefully before you invest or send money.

PORTFOLIOXPRESS®

“My financial picture is relatively straightforward, so an investment strategy based on when I plan to retire (and my comfort with risk) is probably a good starting point.”

If this statement applies to you, consider *PortfolioXpress*, our automatic asset allocation and rebalancing service. *PortfolioXpress* is offered at no additional cost, although you will continue to pay any fees related to the underlying funds in which your account is invested.

ONE-STEP DIVERSIFICATION

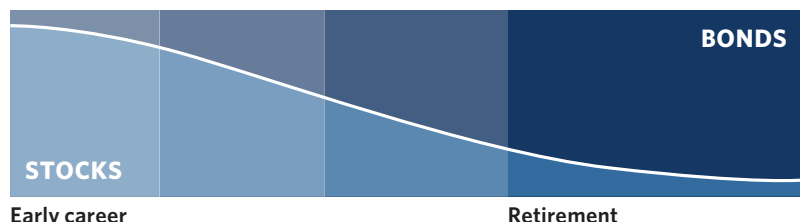
Using your plan's fund lineup, *PortfolioXpress* creates a diversified investment mix based on your risk preference and anticipated retirement year.

Once you agree, the service automatically:

- Rebalances your account and future allocations to reflect your mix.
- Rebalances your portfolio to maintain your mix as needed.
- Adjusts your mix to become more conservative over time.

Your circumstances may change over time, so review your investing strategy periodically to make sure it continues to reflect your current situation. You can adjust your *PortfolioXpress* settings at any time at trsretire.com.

A GLIDE PATH CHARTS THE COURSE FOR YOUR INVESTMENT MIX.



The glide path above is illustrative and does not represent a specific asset allocation at any given time. Be sure to review the investment mixes and glide path before investing.

Sign up for *PortfolioXpress*:



VISIT
[Transamerica.com]



CALL
[800-755-5801]

PortfolioXpress® is a registered service mark of Transamerica Retirement Solutions, LLC (Transamerica). *PortfolioXpress*® presents a series of asset allocation models up to and through a designated retirement year. You are solely responsible for choosing the retirement year [and risk preference]. By subscribing to the service, you agree to each of the asset allocation mixes and automated rebalancing transactions that will take place over time within your account as you approach the selected retirement year. If you sign up, you should carefully review the service agreement for additional information regarding fees and other terms and conditions that may apply to this service. Although the *PortfolioXpress*® service is offered at no additional cost, you will continue to bear the fees of the underlying funds in which the account is invested. *PortfolioXpress*® is designed as investment education and is structured to comply with the Investment Education Exception under the Fiduciary Rule (DOL Regulation § 2510.3-21 - Definition of “Fiduciary”). Transamerica Retirement Solutions or its affiliates do not provide investment advice for *PortfolioXpress*®. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

Transamerica Retirement Solutions (TRS) is affiliated with Massachusetts Fidelity Trust Company (MFTC) through which TRS provides certain investment education services to plan participants and other administrative services on behalf of the plan. MFTC is an Iowa trust company with its principal office located at 4333 Edgewood Road NE, Cedar Rapids, IA 52499. All Transamerica companies identified are affiliated, but are not affiliated with your employer.

NOT INSURED BY FDIC OR ANY
FEDERAL GOVERNMENT AGENCY

MAY LOSE
VALUE

NOT A DEPOSIT OF OR
GUARANTEED BY ANY BANK

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TRANSAMERICA®

PortfolioXpress® Profile and Service Agreement

The Wise Choice for Public Employees

One-step diversification with PortfolioXpress

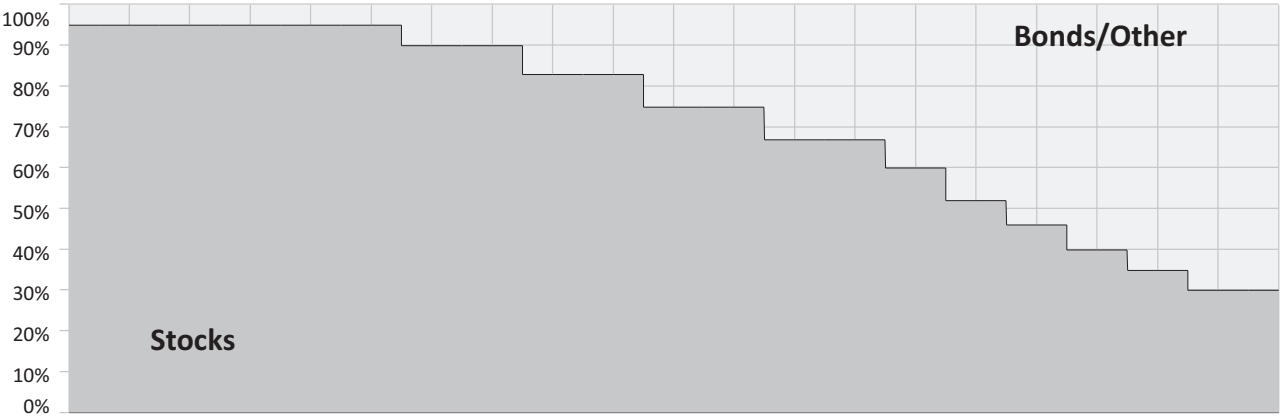
Effective Date: 11/21/2017

PortfolioXpress is a service that establishes your investment mix based on the retirement year and risk preference you select. PortfolioXpress allocates to funds available for investment in your plan and regularly rebalances your account to a more conservative mix over time.

You can also subscribe to PortfolioXpress and see more details on specific funds; visit my.trsuretire.com.

Investment Glidepath

	Years to Retirement															Years from Retirement					
Conservative	50	48	45	42	40	37	35	33	30	27	25	22	20	17	15	10	5	0	+5	+10	+20
Moderate	40	38	35	32	30	27	25	23	20	17	15	12	10	7	5	0	+5	+10	+15	+20	+30
Aggressive	35	33	30	27	25	22	20	18	15	12	10	7	5	2	0	+5	+10	+15	+20	+25	+35



How to locate your starting portfolio on the chart

In order to locate your starting portfolio, use the Investment Allocation chart on the following pages. First, determine your risk preference, which is represented by one of the three lines located at the top of the chart and labeled "conservative" "moderate" or "aggressive." For example, if you consider yourself a conservative investor, choose the line labeled "conservative."

Once you've located the appropriate line for your risk preference, follow that line across until you locate the number that corresponds to your "years to retirement." You can determine your years to retirement by subtracting your current age from your designated retirement year. (Your "designated retirement year" is the year you expect to retire, such as age 65, which is not necessarily the same as the normal retirement age, if any, under your retirement savings plan.) The resulting number is your years to retirement for purposes of the service. (Note: if your actual years to retirement falls between two numbers on the chart, select the higher number as your years to retirement.)

Once you've located your years to retirement for your selected risk preference, the portfolio located directly beneath your years to retirement is your starting portfolio under the service. The chart shows how your starting portfolio is initially allocated between various types of stocks and bonds; and also shows how and when your portfolio will be automatically reallocated over time as you approach the designated retirement year and the years thereafter. (The term "Bonds" in the chart may also include short-term fixed income securities such as those found in money market funds.) For additional information about how each asset class is allocated among the funds available in your plan, please visit my.trsuretire.com. If you are subscribing to the PortfolioXpress service, you will automatically be enrolled in the "moderate" risk preference category. Should you prefer to change your risk preference, you may do so online at my.trsuretire.com

PortfolioXpress presents a series of asset allocation models that are designed to take you up to and through a designated retirement year. You are

solely responsible for selecting the retirement year and risk preference. By subscribing to the service, you agree to each of the asset allocation mixes, and automated rebalancing transactions that will take place over time within the account as you approach your selected retirement year. If you are defaulted into this service by your employer, your designated retirement year is specified in the default investment notice provided to you with the PortfolioXpress Profile and Service Agreement. You will continue to bear the fees of the underlying funds in which the account is invested. You can obtain additional information at www.trsretire.com.

Investment Allocation

	Years to Retirement										Years from Retirement										
Conservative	50	48	45	42	40	37	35	33	30	27	25	22	20	17	15	10	5	0	+5	+10	+20
Moderate	40	38	35	32	30	27	25	23	20	17	15	12	10	7	5	0	+5	+10	+15	+20	+30
Aggressive	35	33	30	27	25	22	20	18	15	12	10	7	5	2	0	+5	+10	+15	+20	+25	+35
Bonds	5%	5%	5%	5%	5%	5%	10%	10%	17%	17%	25%	25%	33%	33%	40%	48%	54%	60%	65%	70%	70%
Short Bonds/Stable/MMkt	-	-	-	-	-	-	-	-	-	-	2%	2%	3%	3%	5%	8%	10%	11%	13%	14%	14%
Vanguard Federal Money Market Inv	-	-	-	-	-	-	-	-	-	-	-	-	1%	1%	1%	2%	3%	3%	4%	4%	4%
Standard Stable Asset Fund III	-	-	-	-	-	-	-	-	-	-	1%	1%	1%	1%	2%	3%	4%	4%	5%	5%	5%
Vanguard Short-Term Investment-Grade Adm	-	-	-	-	-	-	-	-	-	-	1%	1%	1%	1%	2%	3%	3%	4%	4%	5%	5%
Interm./Long-Term Bonds	3%	3%	3%	3%	3%	3%	7%	7%	13%	13%	19%	19%	25%	25%	29%	34%	37%	41%	44%	48%	48%
Vanguard Total Bond Market Index I	2%	2%	2%	2%	2%	2%	5%	5%	9%	9%	13%	13%	17%	17%	20%	23%	25%	28%	30%	32%	32%
Vanguard Inflation Protected Secs I	1%	1%	1%	1%	1%	1%	2%	2%	4%	4%	6%	6%	8%	8%	9%	11%	12%	13%	14%	16%	16%
Aggressive Bonds	2%	2%	2%	2%	2%	2%	3%	3%	4%	4%	4%	4%	5%	5%	6%	6%	7%	8%	8%	8%	8%
Vanguard High-Yield Corporate Adm	2%	2%	2%	2%	2%	2%	3%	3%	4%	4%	4%	4%	5%	5%	6%	6%	7%	8%	8%	8%	8%
Stocks	95%	95%	95%	95%	95%	95%	90%	90%	83%	83%	75%	75%	67%	67%	60%	52%	46%	40%	35%	30%	30%
Large-Cap Stocks	43%	43%	43%	43%	43%	43%	42%	42%	39%	39%	36%	36%	33%	33%	30%	27%	24%	21%	19%	16%	16%
Vanguard Value Index Adm	14%	14%	14%	14%	14%	14%	14%	14%	13%	13%	12%	12%	11%	11%	10%	9%	8%	7%	6%	6%	6%
Vanguard Institutional Index I	7%	7%	7%	7%	7%	7%	7%	7%	6%	6%	6%	6%	5%	5%	5%	4%	4%	3%	3%	2%	2%
Vanguard Large Cap Index I	8%	8%	8%	8%	8%	8%	7%	7%	7%	7%	6%	6%	6%	6%	5%	5%	4%	4%	4%	2%	2%
Vanguard Growth Index Adm	14%	14%	14%	14%	14%	14%	14%	14%	13%	13%	12%	12%	11%	11%	10%	9%	8%	7%	6%	6%	6%
Small/Mid-Cap Stocks	26%	26%	26%	26%	26%	26%	24%	24%	22%	22%	20%	20%	17%	17%	15%	12%	11%	10%	8%	7%	7%
Vanguard Mid-Cap Value Index Admiral	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	3%	2%	2%	2%	1%	1%	1%	1%
Vanguard Mid-Cap Growth Index Admiral	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	2%	2%	2%	1%	1%	1%
Vanguard Small Cap Value Index I	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	2%	2%	2%	1%	1%	1%
Vanguard Small Cap Index I	5%	5%	5%	5%	5%	5%	4%	4%	3%	3%	3%	3%	3%	3%	3%	2%	2%	2%	2%	1%	1%
Vanguard Small Cap Growth Index I	4%	4%	4%	4%	4%	4%	4%	4%	4%	4%	3%	3%	3%	3%	2%	2%	2%	1%	1%	1%	1%
Vanguard REIT Index I	5%	5%	5%	5%	5%	5%	4%	4%	3%	3%	3%	3%	2%	2%	2%	2%	1%	2%	2%	2%	2%
International Stocks	26%	26%	26%	26%	26%	26%	24%	24%	22%	22%	19%	19%	17%	17%	15%	13%	11%	9%	8%	7%	7%
Vanguard Total Intl Stock Index I	26%	26%	26%	26%	26%	26%	24%	24%	22%	22%	19%	19%	17%	17%	15%	13%	11%	9%	8%	7%	7%
Multi-Asset/Other	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Multi-Asset/Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Section A: Employer Information

Enrollment Application

Company/Employer
Name

The Wise Choice for Public Employees®

☐ New Enrollment

☐ Contribution Change

Contract/Account No.

PE61743

Affiliate No.

Division No.

Section B: Participant Information

Social Security No.

Date of Birth
(MM-DD-YYYY)

First Name/Middle
Initial

Last Name

Mailing Address

State

Zip code

City

E-mail

Phone No./Ext.

Date of Hire
(MM-DD-YYYY)

Marital Status

☐ Married

☐ Single/Divorced

Gender

☐ Male

☐ Female

Mother's Maiden Name

Section C: Contributions (By law, any election will not be effective until the following month, except if completed on the first day of employment or earlier.)

☐ 457(b) – I elect to reduce my eligible compensation by _____% or \$_____ each pay period as a Pre-tax salary deferral contribution. (Deferral may be up to the maximum allowed by law.)

☐ Roth 457 – I elect to reduce my eligible compensation by _____% or \$_____ each pay period as a Roth deferral contribution. (Deferral may be up to the maximum allowed by law.)

☐ Contact me to help me consolidate another retirement plan (401K, 403B, IRA, etc) into my new Transamerica account.

☐ Please terminate any and all contributions to all other vendors

Section D: Investment Allocation

1) **One-Step Diversification**- Automatic allocation and rebalancing service using all the core funds in your plan.

PortfolioXpress®

☐ Please enroll me in this service. By checking this box **I agree to allocate 100% of my contributions** based on my target retirement year and risk preference:

My target retirement year: 20_____

☐ **I agree** to each of the asset allocation mixes and automated rebalancing transactions that will occur within my account as I approach retirement. I understand that I may turn the service off at any time, or change my designated retirement year and/or risk preference, by signing in to my account at my.trsretire.com or calling Transamerica at 800-755-5801. All future rebalancing transactions are shown on the attached PortfolioXpress Profile, which includes an investment glidepath.

STOP HERE! Do not complete the section below if you have enrolled in the one-step solution, which requires a 100% allocation of new contributions to your account. Please go directly to the signature section.

2) Create or Choose Your Own Portfolio- Please allocate contributions to the following investment options in the percentages noted below (total must equal 100%):

Choose a Portfolio			Create a Portfolio		
VT60	Vanguard Target Retirement 2060 Investor	%	VMFX	Vanguard Federal Money Market Investor	%
VASI	Vanguard LifeStrategy Income Investor	%	Z519	Standard Stable Asset Fund III	%
VSCG	Vanguard LifeStrategy Conservative Growth	%	VFSU	Vanguard Short Term Investment-Grade	%
VSMG	Vanguard LifeStrategy Moderate Growth	%	VBTI	Vanguard Total Bond Market Index I	%
VASG	Vanguard LifeStrategy Growth Investor	%	VIPI	Vanguard Inflation-Protected Securities I	%
			VWEA	Vanguard High-Yield Corporate Admiral	%
			VVIA	Vanguard Value Index Admiral	%
			VINX	Vanguard Institutional Index I	%
			VLIS	Vanguard Large Cap Index I	%
			VIGA	Vanguard Growth Index Admiral	%
			VMVA	Vanguard Mid Cap Value Index Admiral	%
			VMGM	Vanguard Mid Cap Growth Index Admiral	%
			VSII	Vanguard Small Cap Value Index I	%
			VSCX	Vanguard Small Cap Index I	%
			VSGI	Vanguard Small Cap Growth Index I	%
			VGSN	Vanguard REIT Index I	%
			VTSN	Vanguard Total International Stock Index	%

Section E: Signatures

If I elected the PortfolioXpress service in Section C (Investment Allocation), I hereby acknowledge that I have received and reviewed the attached PortfolioXpress Disclosure Statement and the PortfolioXpress Profile (which includes the Investment Glidepath for PortfolioXpress). I further understand that I may change the amount of my salary reduction, or terminate this agreement, by giving notice in accordance with the terms of my employer's plan.

Balances in a Schwab Personal Choice Retirement Account are not available for investment in the PortfolioXpress service. Should you choose to maintain these assets in PCRA, you will be restricted from making any additional transfers into PCRA. The assets in your PCRA account will remain, and will not be included in the investment strategy provided through this service. If you choose to liquidate your PCRA account, please contact a Transamerica representative.

I understand that any catch-up contributions elected above are not determined to be catch-up contributions until my regular pre-tax salary deferral contributions exceed an applicable limit under the plan, and that the amount of my salary reduction above may not exceed the limits of contributions set forth in my employer's plan.

Any registered fund offered under the plan is distributed by that particular fund's associated fund family and its affiliated broker-dealer or other broker-dealers with effective selling agreements such as TISC.

I acknowledge that investment option information, including prospectuses, disclosure documents, and/or fund profile sheets, as applicable have been made available to me and I understand the risks of investing.

I understand that the fixed interest option(s) are available under group annuity contract(s) issued by Transamerica Financial Life Insurance Company ("TFLIC") and that the mutual fund options are subject to a Custodial Agreement with State Street Bank and Trust Company ("SSBT"). I understand that the group annuity contracts are legally separate arrangements from the Custodial Agreement. SSBT has no control over or responsibility for the group annuity contracts. I understand that an annual administrative fee, a withdrawal charge, and transfer restrictions may apply. The Stable Pooled Fund is offered by Transamerica and also the Standard.

I agree to the terms of the plan. I am aware that amounts deferred under this type of plan are included in my employer's general assets. I understand that I may change the amount of my salary reduction, or terminate this agreement, by giving notice according to the terms of the plan. I understand that upon termination of my employment, my account will be distributed according to my election and according to the terms of the plan.

X_____

Participant SignatureDate

X_____

Plan AdministratorDate

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Beneficiary Designation

INSTRUCTIONS

To designate a beneficiary or to change your existing beneficiary designation on your plan, complete all applicable sections of this form, obtain any required signatures, and return it to your Plan Sponsor. If you have any questions regarding this form, please contact us at 1-866-994-6312.

PLAN SPONSOR INFORMATION

Plan Name	The Wise Choice for Public Employees®		
Contract/Account No.	PE61743	Affiliate No.	
		Division No.	

PERSONAL INFORMATION

Social Security No.		Date of Birth (mm/dd/yyyy)		
First Name/Middle Initial		Last Name		
Mailing Address				
City		State		Zip Code
Phone No.		Ext.		
E-mail Address				

PRIMARY BENEFICIARY DESIGNATION - WILL RECEIVE BENEFITS IN THE EVENT OF YOUR DEATH

This designation will apply to the account number above. You must designate a specific percentage for each beneficiary. Shares must be whole percentages and total 100%. If you do not indicate shares, benefits will be split equally among surviving beneficiaries. If the named beneficiary is a trust, please specify the name and date of the trust, and the name of the trustee.

Note: Share of benefits must total 100% for primary beneficiaries. If additional space is needed to designate multiple beneficiaries, complete the Supplemental Beneficiary Designation page.

Type of Beneficiary Designation	☐ Individual	☐ Trust	☐ Estate
Share of Benefits		% (whole percentages only)	Relationship
Social Security No.			Date of Birth (mm/dd/yyyy)
First Name/Middle Initial			Last Name
Name of Trust/Estate			
Trustee/Executor			
Trust/Estate Tax ID			Effective Date
Mailing Address			
City		State	Zip Code

PRIMARY BENEFICIARY DESIGNATION (CONTINUED)

Type of Beneficiary Designation	☐ Individual	☐ Trust	☐ Estate
Share of Benefits		% (whole percentages only)	Relationship
Social Security No.			Date of Birth (mm/dd/yyyy)
First Name/Middle Initial			Last Name
Name of Trust/Estate			
Trustee/Executor			
Trust/Estate Tax ID			Effective Date
Mailing Address			
City		State	Zip Code

CONTINGENT BENEFICIARY - WILL RECEIVE BENEFITS IF NO PRIMARY BENEFICIARY IS LIVING AT THE TIME OF YOUR DEATH

Note: Share of benefits must total 100% for contingent beneficiaries. If additional space is needed to designate multiple beneficiaries, complete the Supplemental Beneficiary Designation page.

Type of Beneficiary Designation	☐ Individual	☐ Trust	☐ Estate
Share of Benefits		% (whole percentages only)	Relationship
Social Security No.			Date of Birth (mm/dd/yyyy)
First Name/Middle Initial			Last Name
Name of Trust/Estate			
Trustee/Executor			
Trust/Estate Tax ID		Effective Date	
Mailing Address			
City		State	Zip Code

CONTINGENT BENEFICIARY DESIGNATION (CONTINUED)

Type of Beneficiary Designation	☐ Individual	☐ Trust	☐ Estate
Share of Benefits		% (whole percentages only)	Relationship
Social Security No.			Date of Birth (mm/dd/yyyy)
First Name/Middle Initial			Last Name
Name of Trust/Estate			
Trustee/Executor			
Trust/Estate Tax ID		Effective Date	
Mailing Address			
City		State	Zip Code

NOTICE AND WAIVER OF PRE-RETIREMENT SURVIVOR BENEFIT (IF SPOUSE IS NOT PRIMARY BENEFICIARY)

As a plan participant, the law requires that you be informed as to the disposition of your account. In the case of your death before retirement, the plan will pay your full vested account balance to your surviving spouse. However, you may elect to waive the requirement that your death benefit be paid to your surviving spouse. Your spouse must consent in writing to any such waiver. You may revoke any waiver at any time before your death, and, if you desire, make a new election, provided your spouse consents to this new election. If you elect that your spouse is not to be your beneficiary for your full vested account balance (and your spouse has consented), then you may designate a beneficiary of your choosing. If you are not married at the time of your death, the death benefit will be paid to your designated beneficiary.

I have been informed that if I should die prior to my retirement, I have the right to have the full vested account balance in the plan paid to my spouse; that I have the right to waive the designation of my spouse as the beneficiary of all or a portion of my death benefit only if my spouse consents to such waiver; and that I have the right to revoke such waiver at any time without my spouse's consent. I hereby waive the right to have my spouse be the beneficiary of all or a portion of my pre-retirement death benefit. Instead, I designate the above beneficiary(ies) to receive all or a portion of the benefits upon my death.

PARTICIPANT SIGNATURE

I hereby warrant that all of the statements and information contained in this request/form are true in all respects. I understand that if I have made any false or misleading statements in this request that such statements could result in significant tax consequences and/or other monetary damages to the Plan, my Plan Sponsor and Transamerica. Moreover, I hereby agree to indemnify and hold (a) the Plan, (b) Transamerica, and (c) my Plan Sponsor harmless from any tax consequences and/or other monetary damages that may result in whole or in part from my false and misleading statements I certify that the information provided on this form is correct and complete.

X _____
Participant Signature

X _____
Date

X _____
Print Name

X _____
Social Security Number

PLAN SPONSOR SIGNATURE

I certify that the information provided on this form is correct and complete, and that any required consents and waivers have been obtained.

X _____
Plan Sponsor Signature

X _____
Date

Supplemental Beneficiary Designations

Social Security No.

First Name/Middle Initial

Last Name

Note: Share of benefits must total 100% for primary beneficiaries (will receive benefits in the event of your death) **AND 100% for contingent beneficiaries** (will receive benefits if no primary beneficiary is living at the time of your death).

☐ Primary Beneficiary

☐ Contingent Beneficiary

Type of Beneficiary Designation

☐ Individual

☐ Trust

☐ Estate

Share of Benefits

% (whole percentages only)

Relationship

Social Security No.

Date of Birth

(mm/dd/yyyy)

First Name/Middle Initial

Last Name

Name of Trust/Estate

Trustee/Executor

Trust/Estate Tax ID

Effective Date

Mailing Address

City

State

Zip Code

☐ Primary Beneficiary

☐ Contingent Beneficiary

Type of Beneficiary Designation

☐ Individual

☐ Trust

☐ Estate

Share of Benefits

% (whole percentages only)

Relationship

Social Security No.

Date of Birth

(mm/dd/yyyy)

First Name/Middle Initial

Last Name

Name of Trust/Estate

Trustee/Executor

Trust/Estate Tax ID

Effective Date

Mailing Address

City

State

Zip Code

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Incoming Rollover Request

Instructions

Use this form to initiate a direct rollover of your existing retirement account to your retirement account with Transamerica. Complete Sections A, B, C and D, obtain NPPFA signature in Section E, then return the completed form to us at the address indicated in Section F. Contact your prior plan provider to request a rollover of the funds in your account to Transamerica (your prior plan provider may require that you complete a distribution form or other documentation). For further information, please refer to your Summary Plan Description or call NPPFA Benefits at 866-994-6312.

Section A. Employer Information

Company/Employer Name	The Wise Choice for Public Employees®		
Contract/Account No.	PE61743	Affiliate No.	
		Division No.	

Section B. Personal Information

Social Security No.		Date of Birth (mm/dd/yyyy)	
First Name/Middle Initial		Last Name	
Mailing Address			
City		State	
		Zip Code	
Phone No.		Ext.	
E-mail Address			
Date of Hire (mm/dd/yyyy)			

Section C. Incoming Rollover Information

My incoming rollover for \$_____ is an eligible rollover distribution.

My incoming rollover is from a (select only one option)

☐ qualified plan (401(k) or 401(a) plan) ☐ 403(b) plan ☐ 457(b) governmental plan ☐ IRA

Amount to be rolled over from present provider: ☐ 100% of account ☐ Partial rollover of \$_____

My incoming rollover ☐ does ☐ does not include after-tax amounts from a qualified plan or a 403(b) plan. If after-tax amounts are included, the total after-tax cost basis of this distribution is \$_____. Cost basis is the amount of contributions made, not including earnings.

Please note the following important information:

1. *Transamerica cannot accept after-tax amounts if the cost basis is not provided. If you are unsure of your after-tax cost basis, contact your previous Plan Administrator to obtain/confirm this information. If this information is not received, it will be assumed that the deposit represents pre-tax amounts only.*
2. *If you are already enrolled in the plan, your incoming rollover will be invested according to your existing investment allocation for payroll contributions.*
3. *If you are not enrolled in the plan, your incoming rollover will be invested in the plan level default fund. Please contact us in order to identify the plan's default fund. You can subsequently reallocate your investment at any time, subject to plan provisions, by calling us at 800-755-5801 or accessing your account online at my.trsretire.com.*

Section D. Prior Plan Information

Contact your prior plan provider to request a rollover of the funds in your account to Transamerica (your prior plan provider may require that you complete a distribution form or other documentation). If your incoming rollover is not received in 30 days, we will contact your prior plan/IRA provider, if you attach a copy of your most recent prior plan/IRA statement to this form.

Prior Plan Name _____

Prior Plan Account No. _____

Prior Plan Contact Name _____

Prior Plan Contact Phone No. _____

Prior Plan/IRA Provider _____

Prior Plan/IRA Provider Mailing Address _____

Prior Plan/IRA Provider Phone No. _____

Section E. Signatures

I certify that the information provided on this form is correct and complete. I understand that if I am already enrolled in the plan, my incoming rollover will be invested according to my existing investment allocation for payroll contributions. If I am not enrolled in the plan, I understand that my incoming rollover will be invested in the plan's default fund (please contact us in order to identify the plan's default fund). I understand that I can subsequently reallocate my investment at any time, subject to plan provisions, by calling Transamerica or accessing my account online at the address above.

Transamerica Investors Securities Corporation (TISC), 440 Mamaroneck Avenue, Harrison, NY 10528, distributes securities products. Any registered fund offered under the plan is distributed by that particular fund's associated fund family and its affiliated broker-dealer or other broker-dealers with effective selling agreements, such as TISC. All registered funds are available by prospectus only. A prospectus may be obtained for any registered fund by contacting us at 800-755-5801. The prospectus contains additional information about the funds, including the investment objectives, risks, charges, and other expenses. Please read and consider such information carefully before making your investment choices.

X _____ **X** _____
Participant Signature Date

X _____ **X** _____
Print Name Social Security Number

X _____ **X** _____
NPPFA Signature Date

Section F. Mailing and Wiring Instructions

Checks- If sending a check, mail the check and the Incoming Rollover Request form to one of the following addresses, as applicable:

Regular Mail

Transamerica
Remittance Processing Center
PO Box 13029
New York, NY 10087-3029

Overnight Mail

JPMorgan Chase - Lockbox Processing
Lockbox No. 13029
4 Chase Metrotech Center
Ground Level Courier on Willoughby Street
Brooklyn, NY 11245
Phone Number: (718) 242-0674 *(must be indicated on overnight air bill)*

Wire Transfers- If sending a wire transfer, mail the Incoming Rollover Request form to the address below:

Form

Transamerica
4333 Edgewood Road NE
Cedar Rapids, IA 52499

Wire Instructions

State Street Bank and Trust Company
200 Clarendon Street
Boston, MA 02116-5021
Bank ABA # **011000028**
Receiving Account # **00457374**
Receiving Account name: Transamerica
Contract-Affiliate #
Contract Name

You may roll over your distribution if *all* of the following apply:

1. The distribution is an “eligible rollover distribution”. Generally, any portion of a distribution from an eligible retirement plan or traditional IRA is considered an eligible rollover distribution. The following types of payments generally *cannot* be rolled over to a retirement plan:

- “Permissible Withdrawals” of initial elective deferrals and earnings from certain special automatic enrollment 401(k) or 403(b) Plans that are withdrawn within 90 days of enrollment
- Annuity payments for life or joint life expectancy; installments to be paid over a period of 10 years or more
- Required minimum distributions
- Corrective distributions of contributions that exceed tax law limitations
- Excess contributions, excess deferrals, and excess aggregate contributions that apply to 401(k) ADP or 401(m) ACP nondiscrimination tests
- Distributions to a non-spouse beneficiary unless directly rolled over to an inherited IRA
- Hardship distributions
- Loans treated as deemed distributions (for example, loans in default due to missed payment before your employment ends)

Note: After-tax contributions from a qualified plan or 403(b) plan (but not from an IRA) can be rolled over (via a direct rollover) only to another qualified plan or to a 403(b) plan that separately accounts for them or to an IRA.

2. The distribution is from an eligible retirement plan or a traditional IRA.

- An eligible retirement plan is an employer pension or profit-sharing plan qualified for favorable tax treatment under Section 401(a) or Section 403(a) of the Internal Revenue Code, or a Section 403(b) Tax Deferred Annuity (TDA) plan or a Section 457(b) governmental plan. *(Note: The Transferee retirement plan may not accept all of these types of rollovers. Please check with the sponsor of your new plan.)*
- Any rollover from a section 457(b) governmental plan to a 401(a) or 403(b) plan may be subject to the 10% additional tax on early distributions when later distributed.
- A rollover to a governmental 457(b) plan must be separately accounted for by such plan. Please check with your employer.

3. One of the statements below describes your distribution.

- The distribution is paid to you and the rollover is made within 60 days of receipt of distribution. *(Note: After-tax contributions cannot be rolled over as part of a distribution payable by check to you.)*
- The eligible “direct” rollover distribution is paid directly from an eligible retirement plan or traditional IRA to your new eligible retirement plan. *Sample wording for direct rollover: Trustees of (name of plan at Transamerica and account number), FBO (name of participant and Social Security number). Your employer will advise you on the exact wording of the plan name and account number, and the types of distributions that can be rolled over into this plan.*

For complete information regarding plan payments, penalties, and the associated tax implications if a direct rollover is not elected, please review the Notice: Special Tax Notice Regarding Plan Payments that was provided by your former employer or payor and/or consult your tax advisor. You may be asked by the transferee plan or IRA to provide additional documentation. Check with them in advance.

Governmental 457(b) Transfer Deposit

Instructions

Use this form to initiate a transfer of your existing 457(b) governmental plan account to your 457(b) governmental plan account with Transamerica. Complete Sections A, B, C and D and obtain your Employer's signature in Section E. Then send this completed form and your present provider's withdrawal form (and a completed Transamerica Enrollment Application, if you are not currently enrolled) to NPPFA Benefits 1701 East Lake Avenue Glenview, IL 60025. Upon receipt of all required paperwork, we will initiate your transfer request with your present provider. For further information, please call us at 866-994-6312.

Section A. Employer Information

Company/Employer Name	The Wise Choice For Public Employees®		
Contract/Account No.	PE61743	Affiliate No.	
		Division No.	

Section B. Personal Information

Social Security No.		Date of Birth (mm/dd/yyyy)	
First Name/Middle Initial		Last Name	
Mailing Address			
City		State	
		Zip Code	
Phone No.		Ext.	
E-mail Address			

Section C. Present Provider Information

Plan Provider Name	
Plan Provider Address	
Plan Account No.	
Plan Provider Contact Name/Phone No.	

Amount to be transferred from present provider:

Pre-Tax Contributions: \$_____

\$_____ Total Roth Contributions (include both contributions and earnings)

\$_____ Total Roth After-tax Cost Basis (cost basis is the amount of Roth after-tax contributions made, but not including earnings)

_____ First Year of Designated Roth Contribution (cannot be prior to 2011)

In order to transfer your Roth account, your employer's plan must have a Roth account with Transamerica.

Note: In-kind transfers are not allowed.

I request the immediate transfer of funds from my present 457(b) governmental plan account referenced in Section C above, to my Transamerica 457(b) governmental plan account. I understand that my transfer deposit will be invested according to the existing investment allocation on my account. I certify that the information provided on this form is correct and complete.

X _____ **X** _____
Print Name Social Security Number

I certify that this transfer deposit is permissible under the terms of the plan and complies with current regulations, and that the information provided on this form is correct and complete.

X _____ **X** _____
Employer Signature Date

I. Incoming 403(b) Contract Exchange Request

Under the existing IRS Contract Exchange rules, your 403(b) account or annuity may be transferred to another investment provider for the *same* 403(b) plan, provided certain requirements are met.

(1) The 403(b) plan sponsored by your employer must permit such contract exchanges and (2) the investment provider receiving the transfer must be an approved investment provider under your employer's 403(b) plan or such provider must have entered into an information-sharing agreement with your employer.

Any 403(b) funds transferred to Transamerica from another 403(b) investment provider for your employer's 403(b) plan must continue to be subject to distribution restrictions that are not less stringent than those imposed on the contract being exchanged.

Any 403(b) funds transferred to Transamerica under a 403(b) Contract Exchange will retain their December 31, 1986 and/or December 31, 1988 grandfathered status, (if applicable) provided the necessary information is timely provided to Transamerica by your present investment provider in the section provided on Transamerica's Incoming Contract Exchange (within the Same Plan), in accordance with the instructions on that form.

II. Incoming 403(b) Plan-to-Plan-Transfer Request to Transamerica from Another 403(b) Plan

If your current 403(b) account or annuity is under a *different* 403(b) plan than the 403(b) plan of your present employer (or former employer), and the receiving plan is serviced by Transamerica, please complete the Incoming 403(b) Plan-to-Plan Transfer (from another 403(b) Plan) in accordance with the instructions on that form.

In order to allow for a Plan-to-Plan Transfer to occur, both the 403(b) transferor plan and the receiving plan that is serviced by Transamerica must provide for a Plan-to-Plan Transfer.

In order to allow for a Plan-to-Plan Transfer to occur, the funds transferred to Transamerica from another 403(b) plan must continue to be subject to distribution restrictions that are not less stringent than those imposed under the transferor 403(b) plan.

Any 403(b) funds transferred to Transamerica under a 403(b) Plan-to-Plan Transfer will retain their December 31, 1986 and/or December 31, 1988 grandfathered status, (if applicable) provided the necessary information is timely provided to Transamerica by your present investment provider in the section provided on Transamerica's Incoming Plan-to-Plan Transfer (from another 403(b) Plan), in accordance with the instructions on that form.

Important Note: Some 403(b) plans are subject to the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"). You cannot transfer 403(b) assets from an ERISA-covered 403(b) plan to a non-ERISA 403(b) plan except by a direct rollover, which requires a distributable event (e.g., termination of employment). If you transfer 403(b) assets from a non-ERISA 403(b) plan to an ERISA-covered 403(b) plan, the transferred assets will automatically become subject to the requirements of ERISA. Please contact the Plan Administrator of the ERISA covered 403(b) plan or us for further information.

III. Incoming 401(a) Plan-to-Plan Transfer Request to Transamerica from Another 401(a) Plan

If your current 401(a) account is under a different 401(a) plan than the 401(a) plan of your present employer (or former employer), and the receiving plan is serviced by Transamerica, please complete the Incoming 401(a) Plan-to-Plan Transfer (from another 401(a) Plan), in accordance with the instructions on that form.

In order to allow for a Plan-to-Plan Transfer to occur, both the 401(a) transferor plan and the receiving plan that is serviced by Transamerica must provide for a Plan-to-Plan transfer.

In order to allow for a Plan-to-Plan Transfer to occur, the funds transferred to Transamerica from another 401(a) plan must continue to be subject to distribution restrictions that are not less stringent than those imposed under the transferor 401(a) plan.

In order to allow for a Plan-to-Plan Transfer to occur, the funds transferred to Transamerica from another 401(a) plan must provide that the participant is entitled to receive any distribution from the receiving plan in a single sum distribution.

Please contact your Plan Administrator or us for further information.

IV. Incoming Tax Exempt Employer 457(b) Plan-to-Plan Transfer Request to Transamerica from Another Tax Exempt Employer 457(b) Plan

If your current Tax Exempt 457(b) account is under a *different Tax Exempt 457(b) plan* than the Tax Exempt 457(b) plan of your present employer or former employer, and the receiving plan is serviced by Transamerica, please complete the Tax Exempt Employer 457(b) Transfer Deposit in accordance with the instructions on that form.

In order to allow for a Plan-to-Plan Transfer to occur, both the Tax Exempt Employer 457(b) transferor plan and the receiving plan that is serviced by Transamerica must provide for a Plan-to-Plan Transfer.

Important Note: If you transfer from one Tax Exempt Employer 457(b) Plan to another Tax Exempt Employer 457(b) Plan, your transferred amount is an unsecured obligation of the receiving plan's employer and is subject to the payment of claims of the employer's general creditors in the event of the employer's insolvency. Please contact your Plan Administrator or us for further information.

V. Incoming Governmental 457(b) Plan-to-Plan Transfer Request to Transamerica from Another Governmental 457(b) Plan

If your current Government 457(b) account is under a *different Governmental 457(b) plan* than the Governmental 457(b) plan of your present employer or former employer, and the receiving plan is serviced by Transamerica, please complete the Governmental 457(b) Transfer Deposit in accordance with the instructions on that form.

In order to allow for a Plan-to-Plan Transfer to occur, both the Governmental 457(b) transferor plan and the receiving plan that is serviced by Transamerica must provide for a Plan-to-Plan Transfer.

Important Note: Instead of a plan-to-plan transfer from one Governmental 457(b) plan to another Governmental 457(b) Plan, you may also do a rollover by requesting an eligible rollover distribution. Please contact your Plan Administrator or us for further information.

VI. Mailing and Wiring Instructions

Checks

If sending a check, mail the check and the Incoming Transfer/Rollover/Exchange Form to one of the following addresses, as applicable:

Regular Mail

Transamerica
Remittance Processing Center
PO Box 13029
New York, NY 10087-3029

Overnight Mail

JPMorgan Chase - Lockbox Processing
Lockbox No. 13029
4 Chase Metrotech Center
Ground Level Courier on Willoughby Street
Brooklyn, NY 11245
Phone Number: (718) 242-0674 (*must be indicated on overnight air bill*)

Wire Transfers

If sending a wire transfer, mail the Incoming Transfer/Rollover/Exchange Form to the address below:

Form

Transamerica
4333 Edgewood Road NE
Cedar Rapids, IA 52499

Wire Instructions

State Street Bank and Trust Company
200 Clarendon Street
Boston, MA 02116-5021
Bank ABA # **011000028**
Receiving Account # **00457374**
Receiving Account name: Transamerica
Contract-Affiliate #
Contract Name

How Much Can I Contribute?

Contribution Limits for Eligible 457(b) Deferred Compensation Plans

Annual Contribution Limit

For 2021, the annual limit is equal to the lesser of 100% of includible compensation or \$19,500. Includible compensation refers to compensation you receive for services performed for the employer sponsoring the deferred compensation plan that is includible in gross income for that year.

Includible compensation excludes:

- 414(h) pick-up contributions

Includible compensation includes:

- Deferrals to 457(b), 403(b), 401(k), SARSEP, and SIMPLE plans;
- Pre-tax contributions to a section 125 cafeteria plan;
- Pre-tax contributions with respect to Section 132(f)(4) – Qualified Transportation Fringe Benefits.
- 2021 - Annual Maximum = \$19,500

457(b) Double Catch-Up Limit

The 457(b) Double Catch-up provision permits increased annual contributions on behalf of a participant. It allows you to make up or “catch up” for prior years in which you may not have contributed the maximum amount to your employer’s 457(b) plan.

The catch-up limit is the lesser of:

- Twice the annual contribution limit, as described previously or
- The annual contribution limit for the year plus underutilized amounts from prior taxable years
- The Double Catch-up can be used for the 3 consecutive years prior to your “Normal Retirement Age”
- The Double Catch-up cannot be used the year in which you retire
- 2021 - Annual Maximum = \$39,000

457(b) Age 50+ Catch-Up Provision

If you are at least age 50, and currently participate in a governmental 457(b) plan, you are eligible to contribute an additional amount over the annual contribution limit. However, you cannot use both the 457(b) Double Catch-up provision and the Age 50+ Catch-up provision in the same year. You must use whichever is greater.

- Age 50+
- Eligible Contribution Amount is \$19,500 + \$6,500
- 2021 - Annual Maximum = \$26,000

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Scan QR code with your smartphone to:



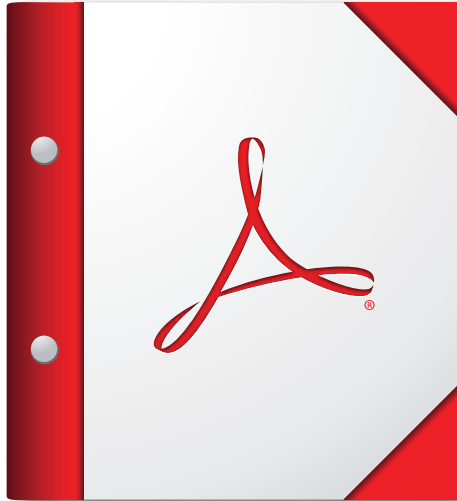
Visit the app store and download the Transamerica app.



Visit the IPPFA Benefits website.



Access your account or establish a new one.



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CITY OF WATAUGA, TEXAS
RESOLUTION NO. 2021-016

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AUTHORIZING AND APPROVING A DEFERRED COMPENSATION 457(B) AND 401(A) PLAN WITH NATIONAL PUBLIC PENSION ASSOCIATION FOR CITY OF WATAUGA EMPLOYEES; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Watauga, Texas (the "City"), is a duly organized as a unit of local government created under the provisions of the laws of the State of Texas, and all laws amendatory thereto; and

WHEREAS, in recognition of the dedicated service provided to the City by its employees, the City Administration and City Council wish to offer a voluntary deferred compensation plan so that the City employees may have another retirement saving option available to them; and

WHEREAS, in furtherance of the above determination, it is in the best interests of the City to take all actions necessary to approve and adopt the National Public Pension Association 457(b) Deferred Compensation Plan and the Wise Choice 401(a) known as The Wise Choice For Public Workers (the "Plan") for the benefit of the City's employees; and

WHEREAS, the City Manager and staff are authorized to take all other actions necessary to carry out the intent of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The City Council of the City of Watauga hereby finds that the statements set forth in the recitals of this Resolution are true and correct and hereby incorporates such recitals as a part of this Resolution.

II.

The City Council hereby authorizes and approves adopting the Plan as the City's deferred compensation plan for the benefit of its employees as set forth in Exhibits "A" and "B" which are attached hereto and incorporated by reference, is hereby adopted.

III.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event, such conflicting provisions, if any, in such other Resolutions are hereby repealed.

IV.

If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

V.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon application of law and in accordance with Section 3.13 of the Charter of the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this the 12th day of April, 2021.

APPROVED:

ARTHUR L. MINER, MAYOR

ATTEST:

ANDREA GARDNER, CITY SECRETARY

APPROVED AS TO FORM AND LEGALITY:

GEORGE HYDE, CITY ATTORNEY
RUSSELL RODRIGUEZ HYDE & BULLOCK, LLP



AGENDA MEMORANDUM

DATE: April 6, 2021

TO: Honorable City Council Members

FROM: Lana Ewell, Director of Library Services

SUBJECT: Discuss and consider action on an addendum to City Secretary Contract No. 47273, an interlocal agreement between the City of Watauga and the City of Fort Worth, to authorize the completion of the Polaris exit services, branch removal and data clean up as performed by Innovative Interfaces Inc. for the MetrOPAC Library and further authorize the City of Watauga's proportionate fees associated with the work performed by Innovative Interfaces Inc. to be paid in accordance with the addendum

BACKGROUND/INFORMATION:

At the February 8, 2021 City Council Meeting there was discussion of the upcoming termination of the interlocal agreement between the City of Watauga and the City of Fort Worth. The recommendation of the City Council was for the Watauga Library Director to proceed with the process of dissolution of the agreement with the City of Fort Worth, and to join with other interested libraries to form a new consortium to address library services. Now the time has come to formalize the upcoming separation from the City of Fort Worth library services.

FINANCIAL IMPLICATIONS:

Separation from the Innovative/Polaris ILS will be 1/5 of the total listed on the attached "Pricing Exhibit." It will be \$11,565 of \$57,825.

RECOMMENDATION/ACTION DESIRED:

City staff respectfully requests the City Council approve the Addendum to City Secretary Contract No. 47273, an Interlocal Agreement between the City of Fort Worth and the City of Watauga, authorizing the services performed by Innovative Interfaces Inc and payment of the City of Watauga's proportionate share of the fees charged by Innovative Interfaces Inc.

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Addendum to CSC 47273 (City of Watauga) with SOW

REVIEWED BY:

Lana Ewell, Director of Library Services
Karrie Marling, Legal

Approved - 4/7/2021
Approved - 4/9/2021



AGENDA MEMORANDUM

George Hyde, Legal
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 4/9/2021
Approved - 4/9/2021
Final Approval - 4/9/2021

**ADDENDUM TO CITY SECRETARY CONTRACT NO. 47273,
INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT WORTH
AND CITY OF WATAUGA**

This **Addendum** is made a part of the interlocal agreement between the **CITY OF FORT WORTH** (hereafter "City") and **CITY OF WATAUGA** (hereafter "MetrOPAC Library"), acting by and through Lana Ewell, its duly authorized Library Director. City and MetrOPAC Library shall be referred to individually as a Party and collectively as the Parties.

WHEREAS, on July 24, 2014, the City entered into City Secretary Contract No. 45777 with Innovative Interfaces Inc. (hereafter "Vendor") for Vendor to provide the City with an integrated library system consisting of hardware, software and related services ("Polaris ILS"); and

WHEREAS, City Secretary Contract No. 45777, which provides for a five-year term and an unlimited one-year renewal option, was recently renewed providing for a continuation of services between Vendor and the City from July 22, 2020 to July 21, 2021 (City Secretary Contract No. 45777-R4); and

WHEREAS, on November 30, 2015 the Parties entered into City Secretary Contract No. 47273 for MetrOPAC Library to receive automated library system services from the City, provide reciprocal borrowing services for their residents, and negotiate cooperative library material purchasing and licensing agreements; and

WHEREAS, City Secretary Contract No. 47273 Section 11.1 provides that MetrOPAC Library shall retain ownership and use of its data and City will pass along any system vendor charges related to extracting their records from the system; and

WHEREAS, City Secretary Contract No. 47273-R1A1 expires on September 30, 2021 and MetrOPAC Library provided the City with a withdrawal notice on February 22, 2021; and

WHEREAS, MetrOPAC Library has requested extraction of its data from the Vendor's system and removal of its setup from the City system, and acknowledges it is responsible for all related charges per City Secretary Contract No. 47273; and

WHEREAS, the attached Pricing Exhibit details the service fees related to Vendor's exit services for five MetrOPAC library locations (Keller, Burleson, Haltom City, Watauga and Richland Hills), each responsible for an equal amount of such service fees.

NOW, THEREFORE, the Parties, acting herein by the through their duly authorized representatives, enter into the following agreement:

1.

The Parties agree that the attached Statement of Work provides the scope of the project and fees to complete the work that has been requested by MetrOPAC Library, including extraction of data, data cleanup and branch removal from the City system by Vendor. The Parties further agree that the prices included in the attached Pricing Exhibit are accurate and MetrOPAC Library agrees to pay for one-fifth of the services as they are described in the attached, at the amount of **eleven thousand five hundred sixty five dollars (\$11,565)**. The Parties agree that City will provide invoices from the Vendor within 30 days of receipt and MetrOPAC shall reimburse City for those costs within 30 days.

ACCEPTED AND AGREED:

CITY OF FORT WORTH:

By: _____ Dana Burghdoff Assistant City Manager Date: _____ APPROVAL RECOMMENDED: By: _____ Manya Shorr Library Director ATTEST: By: _____ Mary J. Kayser City Secretary	CONTRACT COMPLIANCE MANAGER: By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements. By: _____ Timothy Shidal Administrative Services Manager APPROVED AS TO FORM AND LEGALITY: By: _____ Jessika Williams Assistant City Attorney Ordinance No. 24161-04-2020 CONTRACT AUTHORIZATION: M&C: N/A
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MetrOPAC Library

By: _____ Name: _____ Title: _____ Date: _____	
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Statement of Work

This Statement of Work (the “SOW”) dated March 11, 2021 is entered into pursuant to the Master Professional Services Agreement between Fort Worth Library (“Client”) and Innovative Interfaces Incorporated (“Innovative”) effective as of August 1, 2017 (the “Agreement”). Innovative and Client may each be referred to as “Party” from time to time or collectively as “Parties”.

A. Purpose of this Statement of Work

The SOW provides an overview of the scope of the project and fees to complete the engagement based on Innovative’s prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

B. Project Scope of Services

The Scope of the project includes the following set of professional services:

1. *Polaris Exit Services*

Innovative will provide Exit Services for the following 5 branches:

Keller
Burleson
Haltom City
Watauga
Richland Hills

- Extraction of core data types:
 - Bibliographic and authority, with item information embedded in MARC21 communication format.
 - Patron information in text delimited format.
- Extraction of circulation transaction files:
 - Checkouts, fines, and holds will be extracted into separate files in text delimited formats.

Full data sets may be extracted twice. A data dictionary will be provided for each file output in a delimited ASCII text format.

2. Branch Removal

Innovative will remove the following 5 branches:

Keller
Burleson
Haltom City
Watauga
Richland Hills

3. Data Cleanup

Innovative will perform a data cleanup of the following 5 branches:

Keller
Burleson
Haltom City

C. Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC13206 attached herewith and are made in good faith based on the activities, approach, and assumptions contained within the SOW. Payment terms for this SOW are as set forth in the Professional Services Agreement. Any Change Requests will be performed at a blended rate of \$200 per hour for all resources. Additionally, Client is responsible for all reasonable out-of-pocket costs and expenses incurred during this SOW. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

D. Innovative Services Team

The Services Team will have the following resources available for this project:

1. Data Analyst - All Data Analysts have extensive Innovative database and application skills as well as in-depth knowledge of the MARC standard.

E. Client Implementation Team

1. Librarian Lead – Works closely with Innovative to ensure requirements are complete and representative of the needs of the Library. The Librarian Lead will coordinate with key members of the team as required.
2. Technical Lead - Will be responsible for assisting with Client responsibilities related to system level duties required by Client.

F. Implementation Assumptions

1. Exit services require full payment before work will commence.
2. Client will provide a technical point of contact who is able to provide, or coordinate access to, necessary information and library resources. This includes information related to collecting and providing any prerequisite information required to support needs that may arise during the project.
3. Client will have adequate resources available to ensure timely completion of any library tasks outlined in the project schedule.
4. Timeline for the completion of this project will be established, through joint planning conversations between the client and Innovative during the initial stage of the project.

[Signature Page Follows]



IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

AGREED:

Client	Innovative
Fort Worth Library	Innovative Interfaces Incorporated
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Pricing Exhibit

Innovative Interfaces Incorporated
1900 Powell St.
Suite 400
Emeryville CA 94608
United States

Date
Quote #

3/8/2021
EST-INC13206

Payment Terms
Sales Rep
Technical Contact
Site Code
Expires

Net 30
Patrick McCrae
CU5467 Fort Worth : Timothy Shidal
FortW00738
6/6/2021

Bill To

Fort Worth Library
500 West Third Street
Fort Worth TX 76102
United States

Ship To

Fort Worth Library
500 West Third Street
Fort Worth TX 76102
United States

Currency

US Dollar

Item	Item Category	Qty	Description	Options	Original Rate	Unit Price	Amount
Polaris Exit Services	Services	5	Polaris Exit Services		6,365.00000004	6,365.00	31,825.00
Custom Services	Services	5	Data Cleanup of System following removal of MetroPAC branches data		4,000	4,000.00	20,000.00
Custom Services	Services	5	Branch Removal - Remove MetroPAC branches from the System		1,200	1,200.00	6,000.00

Total Fees US\$57,825.00



AGENDA MEMORANDUM

DATE: March 26, 2021

TO: Honorable City Council Members

FROM:

THROUGH:

SUBJECT: Consult with City Attorney pursuant to Texas Government Code 551.071 regarding a settlement offer from Frontier Communications

BACKGROUND/INFORMATION:

FINANCIAL IMPLICATIONS:

RECOMMENDATION/ACTION DESIRED:

ATTACHMENTS/ SUPPORTING DOCUMENTATION:

1. Letter of Representation 1540030
2. Settle Offer Extension Granted Mar 25 2021

REVIEWED BY:

George Hyde, Legal
Andrea Gardner, City Manager
Raquel Guajardo, Deputy City Secretary
Approved as to form for inclusion on Agenda

Approved - 4/9/2021
Approved - 4/9/2021
Final Approval - 4/9/2021

